

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
OCTOBER 4, 2021



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, OCTOBER 4, 2021, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

6:00 PM – REGULAR MEETING

1. CALL TO ORDER

2. INVOCATION

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. COMMUNICATIONS FROM MAYOR AND COUNCILMEMBERS

5. 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, the public 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.

6. COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

- A. Receive the annual report from the Friendswood Chamber of Commerce.
- B. Receive the annual report for the Community and Economic Development Committee.
- C. Receive the annual report from the Friendswood Downtown Economic Development Corporation.

7. WORK SESSION

- A. Receive and discuss a presentation from the Friendswood Downtown Economic Development Corporation regarding a proposed lighting plan for the downtown area.

8. PUBLIC SAFETY SOFTWARE

- A. Receive and discuss a presentation regarding public safety software.
- B. Discuss and take possible action regarding the purchase of new public safety software.

9. CITY MANAGER'S REPORT

- A. Present an update regarding National Cybersecurity Awareness Month.
- B. Present an update on Friendswood Volunteer Fire Department Stop the Bleed Course.

10. BUSINESS ITEMS

- A. Discuss and take possible action on RFQ 2021-06 regarding the Deepwood Flood Control Project.
- B. Discuss and take appropriate action to appoint Andrea Trabanino to complete the unexpired three-year term of Mike Hickey which is set to end on July 2024 on the Community Economic Development Committee.
- C. Discuss and take possible action to appoint Les French as an alternate to the Zoning Board of Adjustment for a term beginning immediately and ending in July 2023.

11. RESOLUTIONS & ORDINANCES

- A. Consideration and possible action on a proposed resolution submitting a nomination(s) to the Board of Directors of the Harris County Appraisal District for 2022-2023.
- B. Consideration and possible action on a proposed resolution adopting an updated Policy and Procedures for the Appointment to City Boards, Commission and Committees to add a residency requirement.
- C. Consideration and possible action on a proposed ordinance for second and final reading regarding the requested zone classification change approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition 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 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

- D. Consideration and possible action on a proposed ordinance for second and final reading regarding the requested zone classification change of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).
- E. Consideration and possible action on a proposed ordinance for second and final reading regarding the requested zone classification change located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.
- F. Consideration and possible action on a proposed ordinance for second and final reading regarding the requested zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).
- G. Consideration and possible action on a proposed ordinance for second and final reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2.Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on

FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

- H. Consideration and possible action on a proposed ordinance for second and final reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.1.f Preserving Trees to amend the tree mitigation requirements.
- I. Consideration and possible action regarding a proposed ordinance for the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2021-22, passed and approved September 13, 2021, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment I" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

12. CONSENT AGENDA

- A. Consider the ratification of the City Manager's signature on a Declaration and Grant of Sanitary Sewer Easement with Dudestop Holding LLC.
- B. Consider accepting the August 2021 tax report.
- C. Consider approving the minutes of the City Council Regular meeting held September 13, 2021.

13. ADJOURNMENT

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

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. 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 THIS THE 30TH DAY OF SEPTEMBER, 2021, AT 5:00 P.M.



LETICIA BRYSCH, CITY SECRETARY

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 08/18/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the annual report from the Friendswood Chamber of Commerce.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Linda Fee, Chairman of The Chamber of Commerce will be in attendance to update City Council members regarding the services that the Friendswood Chamber of Commerce provides the community. Current, new, and potential residents are provided with information at no charge as a service of the Chamber. The following is information on activities as stipulated in the contract.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021BudgetReport
2. FINAL 2021AnnualChamber report to the City

**Friendswood Chamber of Commerce
Budget Proposal**

	2019 Budget	2020 Budget	2021 Budget
Income			
Lemonade Day Sponsorship	-	12,500.00	7,500.00
Ambassador Name Tag	-	250.00	250.00
Sportsman Raffle			
Sportsman Raffle			
Raffle Ticket Sales	40,000.00	36,000.00	39,200.00
Total	40,000.00	36,000.00	39,200.00
Business Expo			
Business Expo			
Business Expo Sponsor - Ensuing	-	-	-
Business Expo - Booth - Ensuing	-	-	-
Busi.Expo-Raffle Ticket-Current	1,000.00	1,000.00	1,000.00
Business Expo - Booth - Current	11,000.00	11,000.00	11,000.00
Business Expo Sponsor - Current	3,000.00	3,000.00	3,000.00
Total	15,000.00	15,000.00	15,000.00
Membership			
Renewals	105,000.00	112,500.00	112,500.00
New Members	20,000.00	27,500.00	27,500.00
Total	125,000.00	140,000.00	140,000.00
Chairman's Gala			
Gala Sponsors - Ensuing Year	2,500.00	2,000.00	2,000.00
Gala Revenue - Ensuing Year	10,000.00	9,950.00	9,950.00
Gala Revenue - Current Year	10,000.00	9,950.00	9,950.00
Gala Sponsors - Current Year	2,500.00	2,000.00	2,000.00
Total	25,000.00	23,900.00	23,900.00
Golf Tournament			
Golf Reveue - Ensuing Year	-	-	-
Golf Cart Prizes - Ensuing Year	-	-	-
Golf - BBQ Sales - Ensuing Year	-	-	-
Golf - BBQ Sales - Current Year	-	-	-
Golf Sponsor - Current Year	4,500.00	3,500.00	3,500.00
Golf Teams - Current Year	7,000.00	5,500.00	5,500.00
Golf Door Prizes - Current Year	3,500.00	3,000.00	3,000.00
Golf Cart Raffle - Current Year	-	-	-
Golf Revenue - Current Year	-	-	-
Total	15,000.00	12,000.00	12,000.00
Directory			
Advertising Sales	6,000.00	6,000.00	4,000.00
Total	6,000.00	6,000.00	4,000.00
July 4th Raffle			
Ticket Sales	45,000.00	37,000.00	37,000.00
Sponsors	1,500.00	1,000.00	1,000.00
Total	46,500.00	38,000.00	38,000.00

**Friendswood Chamber of Commerce
Budget Proposal**

	2019 Budget	2020 Budget	2021 Budget
Network Breakfast			
Revenue	2,000.00	2,500.00	2,500.00
Sponsors	-	-	-
Total	2,000.00	2,500.00	2,500.00
Car & Bike Show			
Car Show - Current Year	-	-	-
Car Show Sponsors	11,000.00	11,000.00	11,000.00
Car Show Entry Fees	4,000.00	4,000.00	4,000.00
Total	15,000.00	15,000.00	15,000.00
Holidays			
Christmas Sponsor	1,000.00	1,000.00	1,000.00
Halloween Sponsor	1,500.00	1,500.00	1,500.00
Booth Revenue	2,500.00	2,500.00	2,500.00
Total	5,000.00	5,000.00	5,000.00
Other support			
E-News Revenue	3,000.00	3,000.00	3,000.00
City Contract	20,000.00	20,000.00	20,000.00
Board Room Rent	8,000.00	8,000.00	7,000.00
Other Income	1,000.00	1,000.00	1,000.00
Interest Earned	-	-	-
Total	32,000.00	32,000.00	31,000.00
Leadership Revenue	-	-	-
Luncheon			
Meal Revenue	17,000.00	20,000.00	20,000.00
Sponsorship	3,500.00	4,000.00	4,000.00
Spotlight Table	1,000.00	1,000.00	1,000.00
Total	21,500.00	25,000.00	25,000.00
Total Income	348,000.00	363,150.00	358,350.00
Expenses			
Lemonade Day	-	12,500.00	7,500.00
Ambassador Name Tag		250.00	250.00
Business Expo Expense			
Business Expo Expenses	6,000.00	7,000.00	7,000.00
Total	6,000.00	7,000.00	7,000.00
Sportsman Raffle			
Sportsman Raffle Expenses	25,000.00	21,000.00	21,000.00
Total	25,000.00	21,000.00	21,000.00
Membership Expense			
Awards, Plaque	1,500.00	1,500.00	1,500.00
Other	-	-	-
Total	1,500.00	1,500.00	1,500.00

**Friendswood Chamber of Commerce
Budget Proposal**

	2019 Budget	2020 Budget	2021 Budget
Chairmans Gala	-	-	-
Chairmans Gala Current Year	10,000.00	11,000.00	11,000.00
Chairmans Gala Ensuing Year	5,000.00	6,000.00	6,000.00
Total	15,000.00	17,000.00	17,000.00
Golf Tournament			
Golf Raffle	1,000.00	1,000.00	1,000.00
Golf Expenses	8,800.00	4,000.00	4,000.00
Total	9,800.00	5,000.00	5,000.00
July 4th Raffle			
Printing, Signs, Banner, Photo	1,500.00	1,500.00	1,500.00
Prize	25,000.00	25,000.00	25,000.00
Incentives, Misc	800.00	800.00	800.00
Total	27,300.00	27,300.00	27,300.00
Car & Bike Classic	4,500.00	4,500.00	4,500.00
Holidays			
Halloween in the Park	700.00	700.00	700.00
Christmas Parade	-	-	-
Total	700.00	700.00	700.00
Leadership Expense	-	-	-
Luncheons			
Meal Costs	12,000.00	17,600.00	17,600.00
Room Charge	1,800.00	2,400.00	2,400.00
Total	13,800.00	20,000.00	20,000.00
Network Breakfast	-	-	-
Support Services			
Auto Expense	2,200.00	2,000.00	2,000.00
Advertising	1,200.00	7,500.00	7,500.00
Bank Charges	100.00	100.00	100.00
Building - Depreciation	4,800.00	4,800.00	4,800.00
Building - Interest	3,300.00	3,000.00	2,000.00
Building - Utilities	4,200.00	3,700.00	3,700.00
Computer Expenses	2,300.00	10,000.00	10,000.00
Copier Expenses	1,500.00	1,000.00	1,000.00
Continuing Education	500.00	1,000.00	1,000.00
Credit Card Collection	2,500.00	4,000.00	5,000.00
Dues & Subscriptions	2,000.00	2,000.00	3,000.00
Equipment Rental	6,000.00	6,500.00	2,500.00
Insurance - General	15,000.00	15,000.00	19,000.00
Legal & Professional	5,000.00	4,800.00	4,800.00
Meals & Entertainment	2,500.00	7,000.00	7,000.00
Office Supplies	6,000.00	6,000.00	4,000.00
Postage	2,000.00	500.00	700.00
Repairs & Maintenance	9,000.00	9,000.00	9,000.00
Salary & Wages	155,300.00	140,000.00	140,000.00

**Friendswood Chamber of Commerce
Budget Proposal**

	2019 Budget	2020 Budget	2021 Budget
Staff Bonus	2,500.00	3,000.00	3,000.00
Telephone	4,500.00	4,500.00	5,500.00
Taxes - Other	-	-	-
Taxes - Payroll	12,000.00	11,000.00	11,000.00
Total	244,400.00	246,400.00	246,600.00
Total Expenses	348,000.00	363,150.00	358,350.00

**Friendswood
Chamber of Commerce**



September 16, 2021

The Honorable Mayor Mike Foreman and Council Members
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

Re: 2021 Annual Report

It is our pleasure to update you and our City Council Members regarding the services that the Friendswood Chamber of Commerce provides the community. Current, new, and potential residents are provided with information at no charge as a service of the Chamber. The following is information on activities as stipulated in the contract.

Annual Gala: Our year began with the Annual Gala. The evening was filled with lots of networking, awards, and good times.

State of the City: This luncheon was held in March at New Hope Church. The Keynote speaker was Mayor Mike Foreman who updated our businesses on upcoming projects within the city as well as presenting Community Leader Awards.

Honor's Luncheon: This luncheon is held to honor the top ten seniors from Clear Brook and Friendswood High School. Our members sponsor a student and introduces them at the luncheon. They speak about their accomplishments and their future endeavors along with their college of choice. We were pleased to have Mayor Mike Foreman give his "Don't Give Up" speech to encourage everyone in attendance.

Friendswood Classic Car and Bike Show: We had 185 vehicles along with supporting The Cole Gordon Foundation Food Truck. This event was well attended by the community.

Friendswood Lemonade Day: Our mission is to help prepare youth for life through fun, proactive and experiential programs infused with life skills, character education, and entrepreneurship. The objective is to help today's youth become the business leaders, social advocates, community volunteers and forward-thinking citizens of tomorrow. The Chamber partners with Jim and Jack Foreman with this event, along with businesses supporting these efforts by their sponsorships.

Hurricane Season Luncheon: Everyone in our community needs to revisit how to prepare your business and home and know what safety measures will keep everyone safe. We support the Friendswood Emergency Management Department in giving this presentation each year.

Ambassador Team: Each month the Chamber hosts many events hosted by our Ambassador Team. These events are fun and always well attended by our membership. They support our ribbon cuttings, luncheons, network breakfasts, lunch and learns, and many of our major events.

July 4th Events: The Chamber works with the Friendswood Parks and Recreation Department in helping to promote this major event for the City of Friendswood. We also hold our annual "Win This Truck" Raffle that has been a part of the July 4th celebration for 30 years.

State of the District: Thad Roher, Superintendent for Friendswood ISD approached the Chamber following the State of the City Luncheon and asked if we would host a State of the District Luncheon. We were excited and honored to partner with the school district and the Friendswood Education Foundation. Thad updated those attending about new and exciting expansions at several schools and recognized educators and students.

City of Friendswood Police Department: October 7th: Our speaker will be Bob Wieners, Chief of Police.

Swing into Fall Golf Tournament: October 14th: This event has become highly anticipated and is a great time to network.

Halloween in the Park: Provides a safe environment for trick or treating for our community along with giving local businesses an opportunity to advertise.

Veterans' Day: For this luncheon we anticipate having a Veteran guest speaker. We invite our Veteran members who own a business to attend with a free spotlight and have another Chamber member sponsor their meal. They are also recognized and thanked for their service.

Postponed Spring 2022 Business Expo: This event has been postponed until next spring because of ongoing COVID concerns.

Christmas Lighted Parade and Santa in the Park: This event is in partnership with Keep Friendswood Beautiful Santa in the Park.

Referral Services/Newcomers: The Chamber provides referral services to the public regarding City officials and departments. The Chamber also acts as a liaison to relay all information regarding the city and its services. This increases each year as the city continues to grow.

City Events/Services: The Chamber answers inquiry calls pertaining to events or services the city provides. This includes information regarding community services such as youth sports programs, City Council schedules, Planning & Zoning meetings, voting precincts, registration cards, FISD and CCISD School information, weather events as well as water rationing. The Chamber staff also relays Emergency Information for Harris and Galveston County as well as tax information for those counties. If the information for a specific department is at our disposal, we relay it to the public. Otherwise, we refer callers to the appropriate departments with names and phone numbers.

The Chamber also acts as a source to e-mail important information out quickly to the city businesses. The Chamber partners with the Office of Emergency Management to relay information to local merchants regarding emergency information. The Chamber also works with the Friendswood Police Department to educate local businesses in safety and crime prevention. These departments use our Boardroom to host their events.

Website: The Chamber website has links to the City of Friendswood as well as FISD and CCISD. Our website is used to relay information to citizens in an emergency. The community can post events on the Community Calendar. Chamber Members and non-members can RSVP and pay for all our upcoming events online.

Meeting Room: The Boardroom is currently limited for large gatherings. A spacious meeting room is available to local organizations, the business community, the city, and school districts. On average, our boardroom is used 4 days a week. During the July 4th celebration the city used the boardroom to host dignitaries, July 4th volunteers, police, EMS, and others.

The Chamber is grateful for the support from the City of Friendswood. The Chamber's budget depends on membership dues and other non-dues income to fund our events associated with our Program of Work.

The Friendswood Chamber of Commerce has the charge of helping to assure a positive and nurturing environment for area businesses. Creating such an environment is a joint effort and we are fortunate to have many partners with the same vision. Chamber President, Carol Marcantel, attends Galveston County events, City Council and Emergency Management meetings. She is a member of the Gulf Coast Chamber Executives, which promotes Friendswood throughout the state and attends July 4th meetings as liaison for the Chamber.

The commitment the Chamber has continued to exhibit should be an incentive to other businesses to see that Friendswood's economic development is thriving and business is great.

As the Chamber and the City grows, our Chamber remains ready and willing to work in partnership with the City of Friendswood, Friendswood ISD and Clear Creek ISD schools and the many organizations that make Friendswood a place where businesses and families can thrive in a safe community.

Sincerely,
Chairman of the Board Linda Fee

Reported by Chairman of the Board, Linda Fee
Prepared by Carol Marcantel, IOM President/CEO

WHAT IS A CHAMBER OF COMMERCE? A Chamber of Commerce is a voluntary organization of business and professional people dedicated to the economic wellbeing of their community by working for a healthy economic climate of good jobs, capital creation, and honest, efficient government.

- A Chamber's strength lies in the number and diversity of its membership. Both large and small businesses from virtually every profession are represented and influence the direction of the Chamber's programs. These programs are financed by membership investments in the Chamber.

THE MEMBERS ARE THE CHAMBER. The more members the Chamber has, the better it can represent the business community. It accomplishes collectively what no one business can do alone.

- A Chamber of Commerce is **NOT** a department of local government, a social, civic, or charitable institution, nor a private advertising, publicity, or public relation agency.

WHAT DOES A CHAMBER OF COMMERCE DO? A Chamber of Commerce does what its membership wants it to do. Its basic function is that of economic development in a plan or philosophy accepted by its community. Community factors that affect economic development, such as education, transportation, and health care services, local, state, and federal government may come under the scrutiny and programs of the Chamber.

- Additional functions of the Chamber of Commerce include research and information; facts and information about the community and its activities; and market statistics. The Chamber disseminates these to a variety of populace economic prospects, existing businesses, mass media, the membership, newcomers, students, tourists, and others.
- The Chamber of Commerce provides business and professional interests with information on ordinances, legislation, and regulations affecting business and the economic climate.

HOW DOES A CHAMBER OF COMMERCE FUNCTION? Officers and directors are elected to choose policies based on the mandate of the membership. Member volunteers are organized into committees, which identify goals and programs for the year. Once the Board of Directors approves these goals, they become the Chamber's Program of Work. Committees then form and work to accomplish the specific objectives of the Program of Work.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 08/24/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the annual report for the Community and Economic Development Committee.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Each year the CEDC makes it's provides a report to City Council. As the CEDC has had many new members reappointed and has an upcoming retreat, the report will not be given at the meeting and instead the Committee looks forward to updating Council in the future.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CEDC 2021 ANNUAL REPORT

Community and Economic Development Committee Annual Report to City Council September 14, 2021

The following is the CEDC's 2021 Annual Report. The Community and Economic Development Committee has seven members that include Chair Jennifer Whitley, Vice Chair Blaise Guzzetta, Pauline Moore, Susan Asimakis, Derrick Brown and Judy Wiggins. Currently, there is one vacancy. Liaisons include City Councilmembers Brent Erenwert and Sally Branson, Friendswood Independent School District Chief Financial Officer – Amber Petree, and City staff – Aubrey Harbin and Steven Rhea.

The CEDC held four meetings in 2020 and six this year, with both in-person and virtual attendance due to COVID-19. The following are some of the CEDC's accomplishments and recommendations during the past year.

The CEDC's mission statement: ***The CEDC will actively recruit and retain quality businesses to diversify Friendswood's tax base.***

The following are some 2020-2021 highlights.

- In November, the CEDC celebrated the completion of the four-story building at 505 S. Friendswood Drive. Tannos Land Holdings was the recipient of a \$100,000 economic development grant and the CEDC presented Louis Tannos with a ceremonial \$100,000 check and toured the new building.
- 2020 ended with three vacancies on the CEDC and discussions on the future objectives for the Committee due to the ongoing pandemic and the "new normal" of limited business accessibility and current commercial business climate.
- The beginning of 2021 brought the election of a new Chair Jennifer Whitley and Vice-Chair Blaise Guzzetta along with the appointment of Susan Asimakis in February. Planning and Zoning Commissioner Marcus Perry attended the March CEDC meeting to explain the proposed updates to the 2008 Future Land Use Map which the Committee provided a unanimous recommendation to the plan as proposed.
- May brought the appointments of Judy Wiggins and Derrick Brown to the CEDC. The Committee established subcommittees to update the Vision 20/20 Plan and the FM 528 Strategy Plan as well as potentially creating a "small business tool kit". Additionally, the Committee is advancing a more robust social media presence and marketing strategy.
- Over the next year, the CEDC intends to present to City Council a recommendation for a new grant program focused on smaller businesses and start-ups to complement the existing program. The group hopes to

begin safely visiting businesses, and will continue to review grant applications, any proposed ordinance changes, policies, and goals to assist the City in furthering economic development and making Friendswood an economically viable place to live and work.

In conclusion, it is the CEDC's privilege to serve in the capacity of an economic development advisory committee to City Council. We volunteer to make a difference in Friendswood. Thank you.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 08/24/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the annual report from the Friendswood Downtown Economic Development Corporation.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Each year the FDEDC provides an update to City Council regarding the past years projects and events.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FDEDCAnnualReportSeptember2020

Friendswood Downtown Economic Development Corporation (FDEDC)
Annual Report to City Council
October 4, 2021

In August 2016, City Council appointed a seven-member board of directors to the Friendswood Downtown Economic Development Corporation which includes President Dr. Pat McGinnis, Vice President Arden “Trey” Hill, Secretary/Treasurer Paul Marx, Ron Cox, Rebecca Hillenburg, Elmer (Bubba) Johnson, and Alton Todd.

The vision statement of the FDEDC is: *Downtown Friendswood! A family-friendly destination with beautiful streetscapes and unique businesses. The mission of the FDEDC is to: 1. Communicate and engage with our citizens; 2. Make well-planned and strategic recommendations (to City Council) regarding improvements to the Downtown District; and 3. Exercise our fiduciary responsibilities to our taxpayers.*

Since last year’s annual report to City Council, the Board has held twelve meetings and welcomed two new staff liaisons, Community Development Director Aubrey Harbin and Assistant City Manager Steven Rhea.

This is a summary of the Board’s activities to date. In 2020, the Texas Department of Transportation sidewalk, curb ramps and mast arms project groundbreaking on June 15th with sidewalk construction beginning shortly thereafter. The FDEDC spent \$30,004 to supplement the needed electrical engineering and lighting plans for the proposed uniform Downtown lighting project that will complement the ongoing \$2,792,056 TxDOT project.

The proposed uniform Downtown lighting project benefits from the current sidewalk project as TXDOT has allowed the FDEDC to utilize their contractor to install the required electrical conduit along both sides of FM 518 from FM 2351 to Whispering Pines. HDR Engineering has completed the needed electrical engineering plans which in conjunction with the Gandy2 Lighting Design plan for illuminating Downtown will provide the information needed for the upcoming request for proposal (RFP).

In addition to the above-mentioned projects the FDEDC has begun the creation of the Downtown Friendswood brand expression and identity as shaped by Lauren Griffith Associates in the Downtown Improvement Plan. Three new window decals are currently available to Downtown businesses that identify them as business partners in the Downtown District. New street signs and median signage is on the horizon for installation after the completion of the sidewalk project.

Attached is the most recent financial report prepared by the City which includes an ending fund balance as of August 31 of \$2,180,886. The projected revenue for fiscal year 2021-22 is \$678,474 which includes sales tax and interest.

In closing, the Board appreciates City Council’s support and looks forward to overseeing FDEDC’s completion of the ongoing and upcoming projects as well as planning for future projects that will benefit Downtown Friendswood.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 08/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation from the Friendswood Downtown Economic Development Corporation regarding a proposed lighting plan for the downtown area.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The FDEDC will be advertising an RFP for new downtown lighting for streets and pedestrians. This workshop is to update City Council and the public on the project and what to expect as the project progresses.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 10042021 - FDEDC CC WORKSHOP
2. G2LD Friendswood Lighting Plan

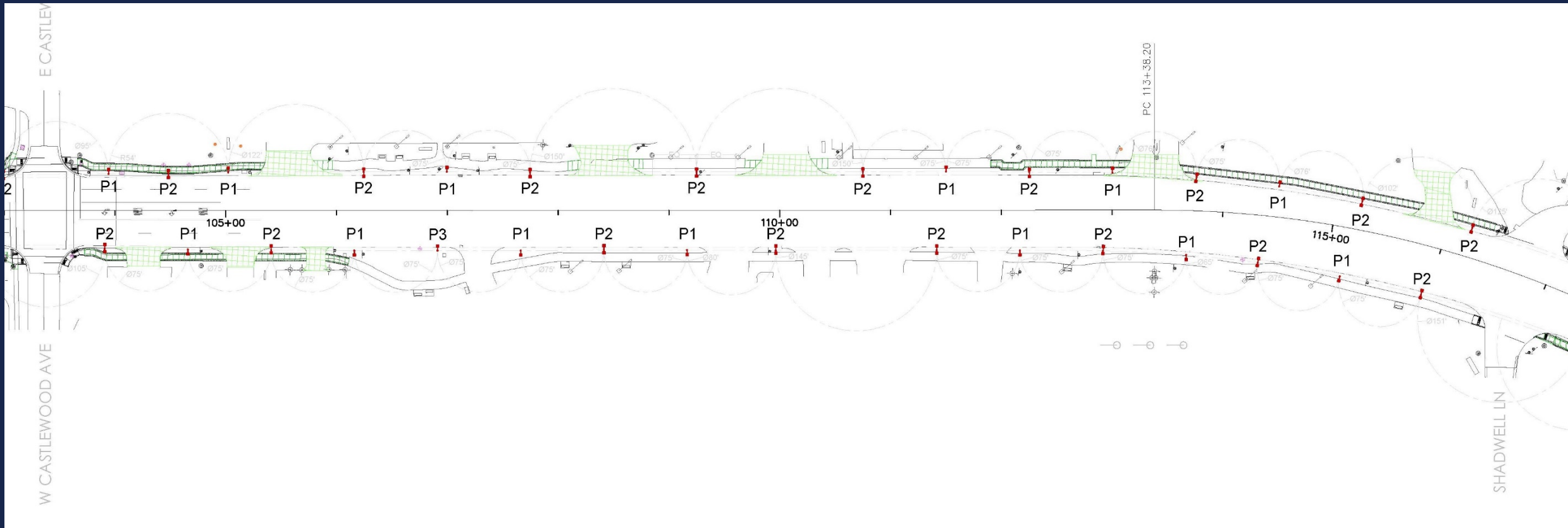
Downtown Street & Pedestrian Lighting

- **Comprehensive lighting plan funded by FDEDC and completed by Gandy2 Lighting Design.**
 - Assisted FDEDC in choosing the light configuration and pole/fixture type.
 - Identified preferred spacing of light poles based on lighting brightness and coverage area.
 - Metal pole with faux wood finish, black powder-coated fixtures and banner arms chosen.



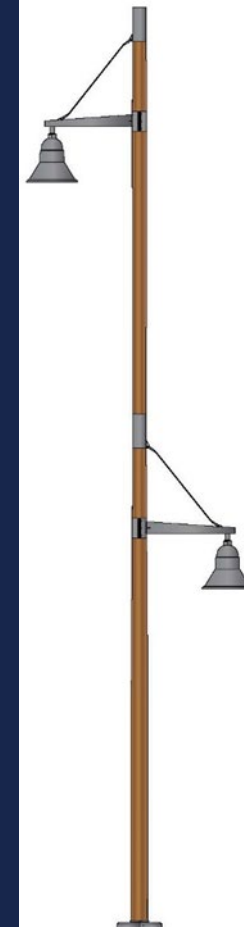
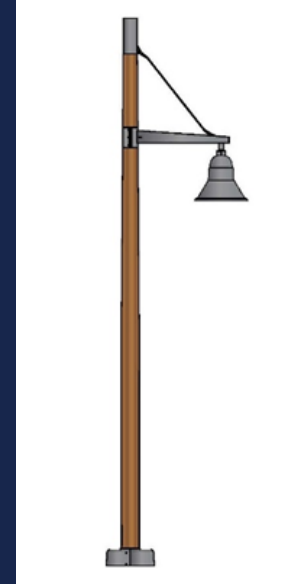
Downtown Street & Pedestrian Lighting

- **Lighting design creates uniform lighting for street and pedestrians.**



Downtown Street & Pedestrian Lighting

- **Plan consists of three types of Light Poles & Fixtures to enhance mobility.**
 - 18' Pedestrian Pole (83 units)
 - 32' Street Light/Pedestrian Combo (95 units)
 - 32' Street Light (4 units)



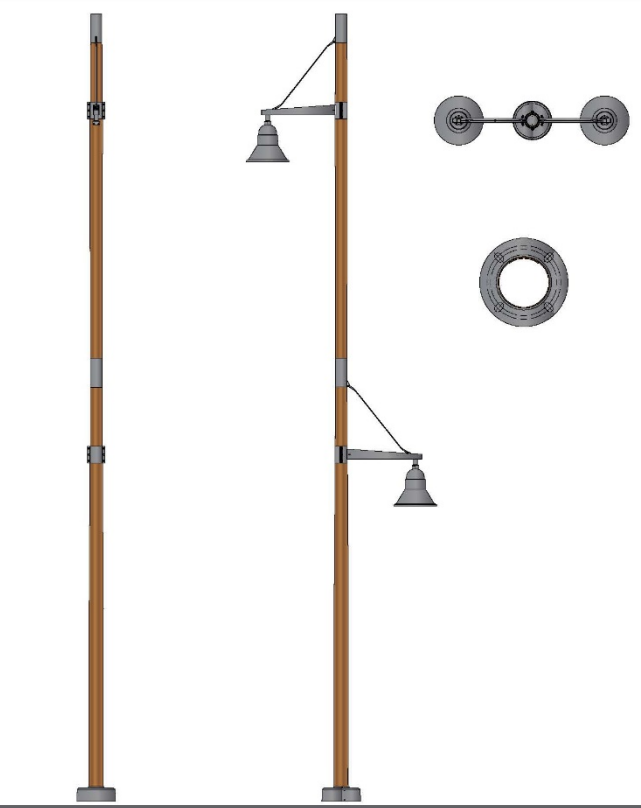
Downtown Street & Pedestrian Lighting



Friendswood Downtown District

Type: P2

Description: 32' Faux Wood Pedestrian Pole
Manufacturer / Number: Structura / FAUX-ALU-RT-32-F28-D2-MOD + BWF arms
Heads: Cyclone / (1)CN55P1A-FGF-3M-100W-3K-X-X-B73-TX3 + (1)SN21P1-FGF-3M-60W-3K-X-X-B73-TX3
Comments: 5 year warranty on finish. Includes banner arms on P1 poles. Voltage, control options and finishes TBD.



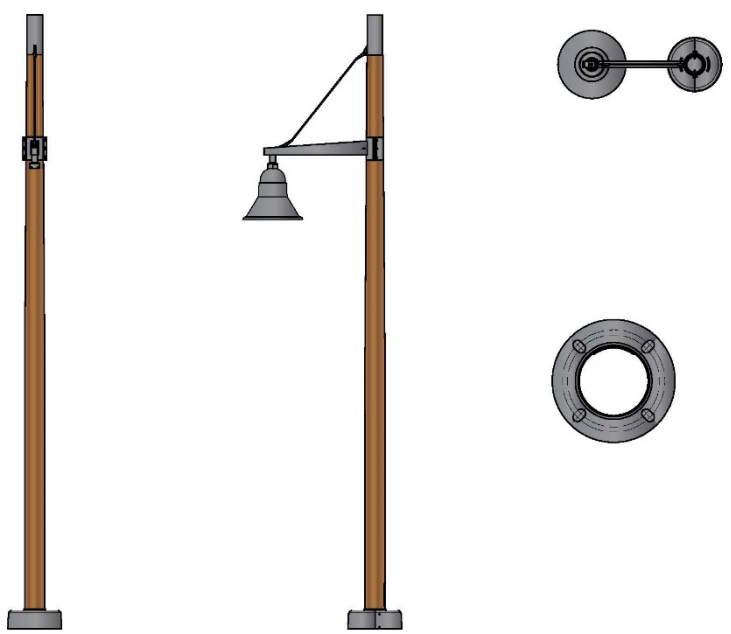
gandy² lighting design 6101 north main street, houston, texas 77009
713.489.5111 - www.G2LD.com



Friendswood Downtown District

Type: P1

Description: 18' Faux Wood Pedestrian Pole
Manufacturer / Number: Structura / FAUX-ALU-RT-18-F28-D1-BNR-MOD + BWF arm
Head: Cyclone / SN21P1-FGF-3M-60W-3K-X-X-B73-TX3
Comments: 5 year warranty on finish. Includes banner arms on P1 poles. Voltage, control options and finishes TBD.



gandy² lighting design 6101 north main street, houston, texas 77009
713.489.5111 - www.G2LD.com

Downtown Street & Pedestrian Lighting

- FDEDC funded HDR Engineering to complete surveying and electrical engineering.
- Conduit will be place as part of TXDOT Sidewalks, Curbs and Ramps project.
- Potential RFP advertisement in December 2021.
- Potential project start mid 2022.



gandy² lighting design

6101 north main street
houston, texas 77009
713.489.5111

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Gandy Squared Lighting Design
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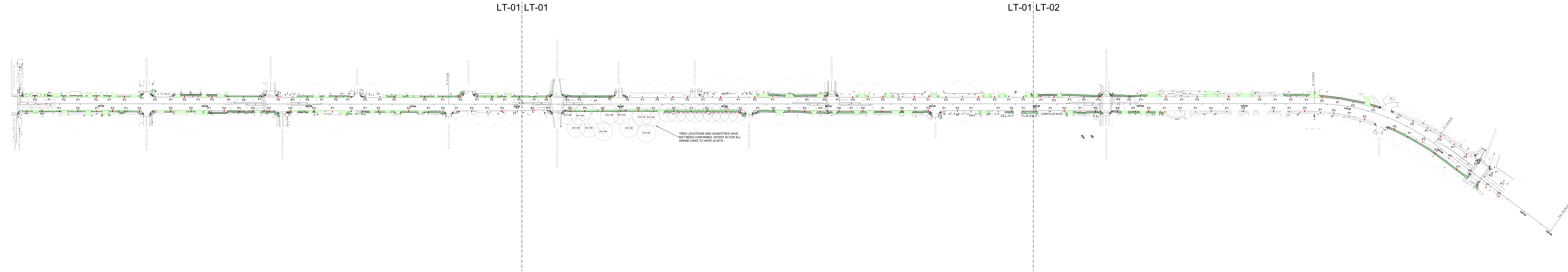
Neither the Client nor his Consultants shall make any changes to the Designer's Drawings, Specifications, or other documents without written permission from the Designer. Such changes include, but are not limited to: substitution or and/or by manufacturers, variations in layouts, quality and quantity of fixtures, lamps, etc.

Written dimensions on these drawings shall have precedence over scale dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variation from the dimensions and conditions shown by these drawings.

Friendswood Downtown District
Lighting Plan

Revisions

Drawn JDG	Sheet Number LT-00
Checked LTG	
Scale 1/128"=1'-0"	
Date 7/20/2020	Sheet 01 of 03





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Friendswood Downtown District
Lighting Plan

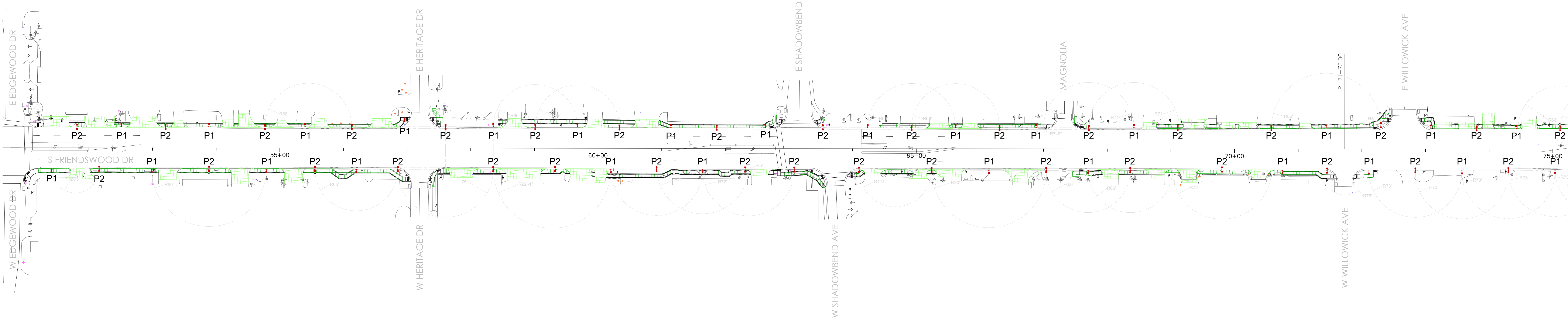
Revisions

Drawn
JDG
Checked
LTG
Scale
1/64"=1'-0"
Date
7/20/2020

Sheet Number

LT-01

Sheet 02 of 03





gandy² lighting design

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houston, texas 77009
713.489.5111

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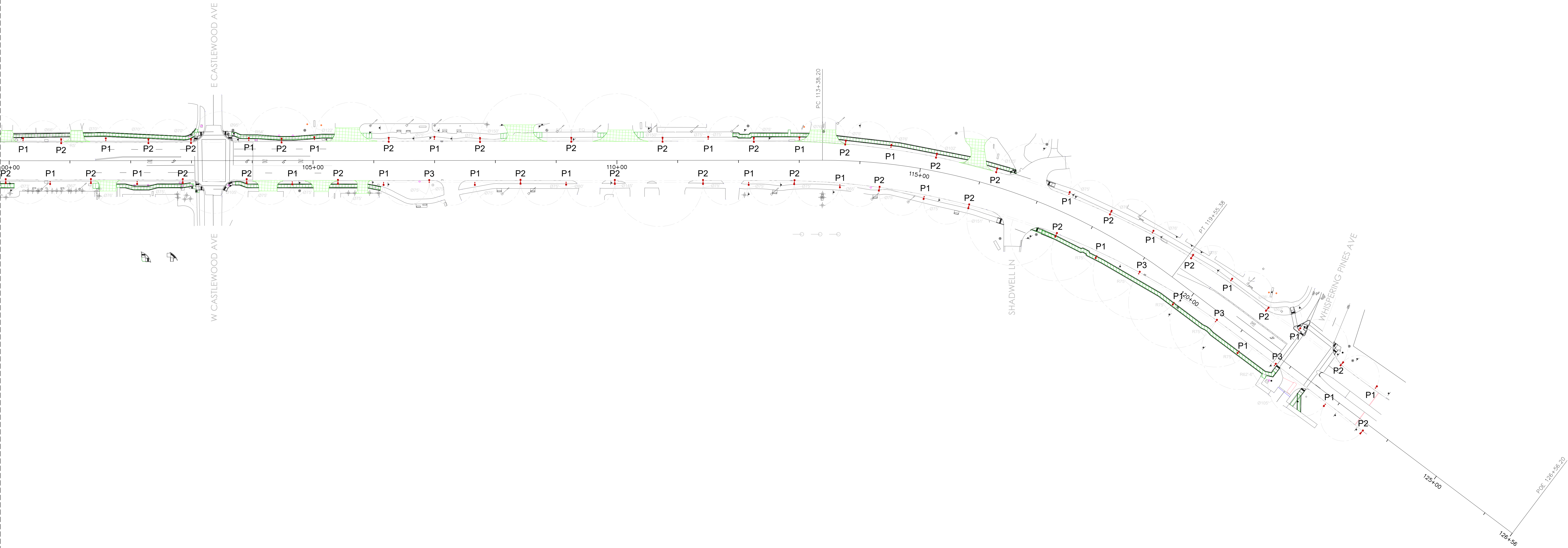
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Written dimensions on these drawings shall have precedence over scale dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variation from the dimensions and conditions shown by these drawings.

Friendswood Downtown District
Lighting Plan

Revisions

Drawn JDG	Sheet Number LT-02
Checked LTG	
Scale 1/64"=1'-0"	
Date 7/20/2020	Sheet 03 of 03



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding public safety software.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

Central Square, the police department's current records management system, has announced plans to discontinue support for the system. The Central Square system is currently managed by the GRID consortium. Friendswood has been part of the GRID since 2007-2008. The Chief is presenting options to the City Council in the form of a work session presentation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

RECOMMENDATIONS

N/A

ATTACHMENTS

1. Public Safety Software Update v2
2. ICS quote
3. HDW quote for ICS solution
4. Motorola binder

CITY OF FRIENDSWOOD

Public Safety Software Update



GRID Update

- Advised council a local consortium changed to regional in 2013. Consortium started with 3 members and now has 22 members.
- Advised Council in 2013, that Board of Chiefs approves annual budget assessment to members and the city council becomes obligated to approve.
- Advised Council in 2013, that future growth of consortium would likely increase annual assessment to support personnel, capital expenditures and vendor services--all those dynamics have come to realization.
- Advised Council that changes in management teams likely to increase annual assessment. The unknown in 2013 was consolidation and acquisitions in the public safety information systems industry (hardware and software).
- Vendor ending service life of current software (Central Square).
- Replacement software will need to be purchased.

Motorola Premier One Option

- Pros

- Shared information among local law enforcement
- No new personnel
- Includes shared hardware and software as a complete package
- Integration with current systems: VISTA 911, Motorola radio, WatchGuard and Vigilant products
- Ability to include special premise information (hazards, key holders, etc.) in CAD
- Robust analysis and investigation modules
- Ability to build modules (animal control) to our own specifications using module building tool
- TX DIR and HGAC contract vendor
- Site license incentive, if shared agency agreement signed by November 12, 2021

- Cons

- Annual software maintenance increase
- Annual consortium GRID costs
- Governance conflict
 - Appointed vs. elected officials
- Lack of direct access to software provider (go through GRID to resolve issues)
- Initial conversion

ICS Option

- Pros

- Shared information among City public safety departments (Police/Fire/EMS/ FMO)
- Robust incident command module (critical incidents) and pre-planning
- Evacuation shelter management module
- Ability to populate Fire info into CAD
- Ability to include special premise information (hazards, key holders, etc.) in CAD
- Integration with current systems: VISTA 911, Motorola radio, WatchGuard and Vigilant products
- Documentation of FEMA costs
- Direct access to support
- No new personnel
- H-GAC Contract vendor

- Cons

- Information sharing gap with other law enforcement agencies
- Initial conversion
- Requires software patch and interagency agreements to share information.
- \$200K capital investment for hardware required along with hardware support warranty

Costs

	ICS	Motorola	
Software	\$ 404,801.50	\$ 496,082.00	
Hardware	\$ 186,367.12	\$ -	***ICS Hardware Refresh TBD
HDW maintenance	TBD	\$ -	
GRID fees	\$ -	\$ 20,634.91	Includes hardware and administrator fees
Annual	\$ 89,676.50	\$ 82,962.00	
Annual Yr 10		\$ 111,411.00	
			Difference
Year 1 Costs	\$ 591,168.62	\$ 496,082.00	\$ 95,086.62
Year 2	\$ 89,676.50	\$ 103,596.91	\$ (13,920.41)
Year 3	\$ 92,366.80	\$ 108,027.91	\$ (15,661.12)
Year 4	\$ 95,137.80	\$ 110,430.91	\$ (15,293.11)
Year 5	\$ 97,991.93	\$ 114,741.91	\$ (16,749.98)
Year 6	\$ 100,931.69	\$ 119,284.91	\$ (18,353.22)
TOTAL 6yr COST	\$1,067,273 ***	\$1,052,165	

Courses of Action

- **Remain with the GRID consortium**
- **City acquisition of a stand-alone system**
- **Seek partnership with another agency or consortium (not viable at this time)**

Next Steps

- **Select a course of action**
- **Keep City Council updated**
- **Identify funding source for replacement software**

Geographic location of TacPlan is color coded and displayed on the map

21000045 (GUNSHOT)
Time: 169, Stacked: 0

Actions Lookup Send msg Messages NCIC Premise Profiling Assist Admin Settings

Home Status Monitor Incident Command 21000045 (GUNSHOT) X

Select Incident

Incident/Location
FHS SHOOTING

Section
INCIDENT COMMAND - UNIFIED

Add resource

Add tac plan

Refresh

COMMAND POST

PERIMETER

CONTAINMENT

RIT (Rapid Intervention Teams)

Student Rally Site

Traffic

Media

Reunification Site

LANDING ZONE

INTERIOR

130
VEST, ROWDY (1)

131
VARNER, JERRY (1)

144
JONES, KERRI (1)

154
ELLIOTT, CLIFF (1)

153

311

3108

171

24

AENG

ME2

467

Map

Overlay Display Views Calculate Standard Routing

☐ RoadNetwork_Barriers

☐ RoadNetwork_Junctions

☐ Counties - Background

☐ City

☐ Parcels

☐ Building Footprints

☒ Regional Streets

☒ Streets - Proposed

☒ Streets - Existing

☒ Frisco Streets

☒ Streets - Proposed

☒ Streets - Existing

☐ Fire Districts

☐ Police Beats

☐ Fire Hydrants

☐ Regional Address Labels

☐ Address Labels

☐ WWA

☐ Radar

COMMAND POST 130

LANDING ZONE

Student Rally Site

Reunification Site

0045 GUNSHOT

173

172

M604

M601

M602

M614

154

151

460

461

132

463

171

Maxar, Esri, HERE, Garmin, IPC

Powered by Esri

Center on: None

☐ Show route

☐ Rotation

Unit display: All Units

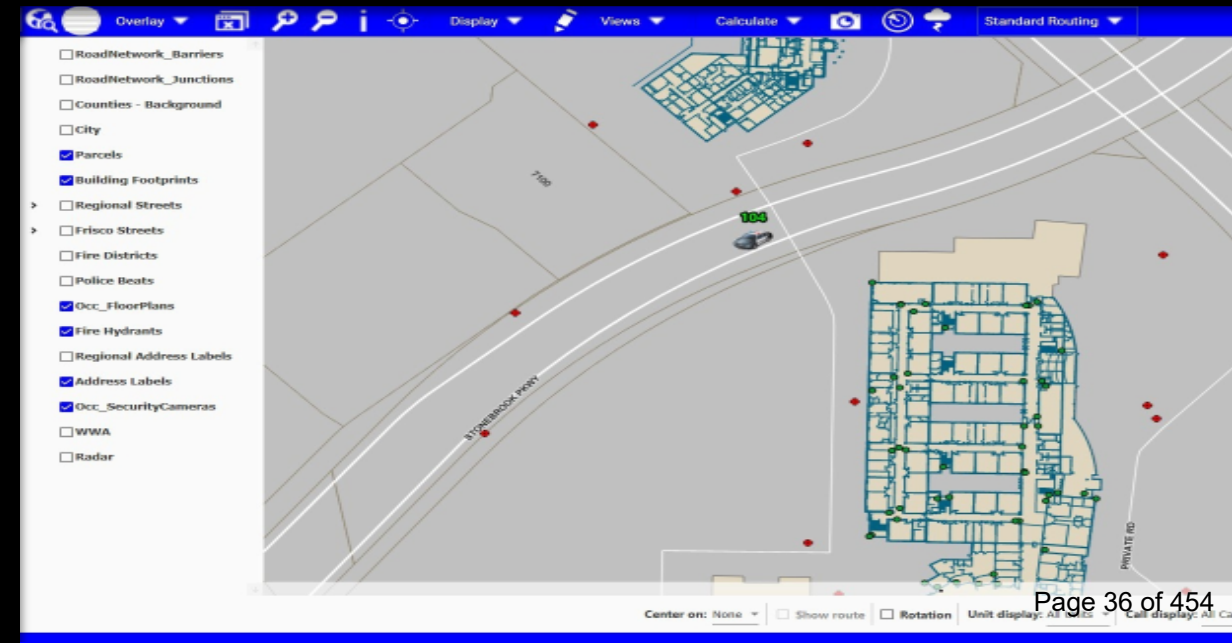
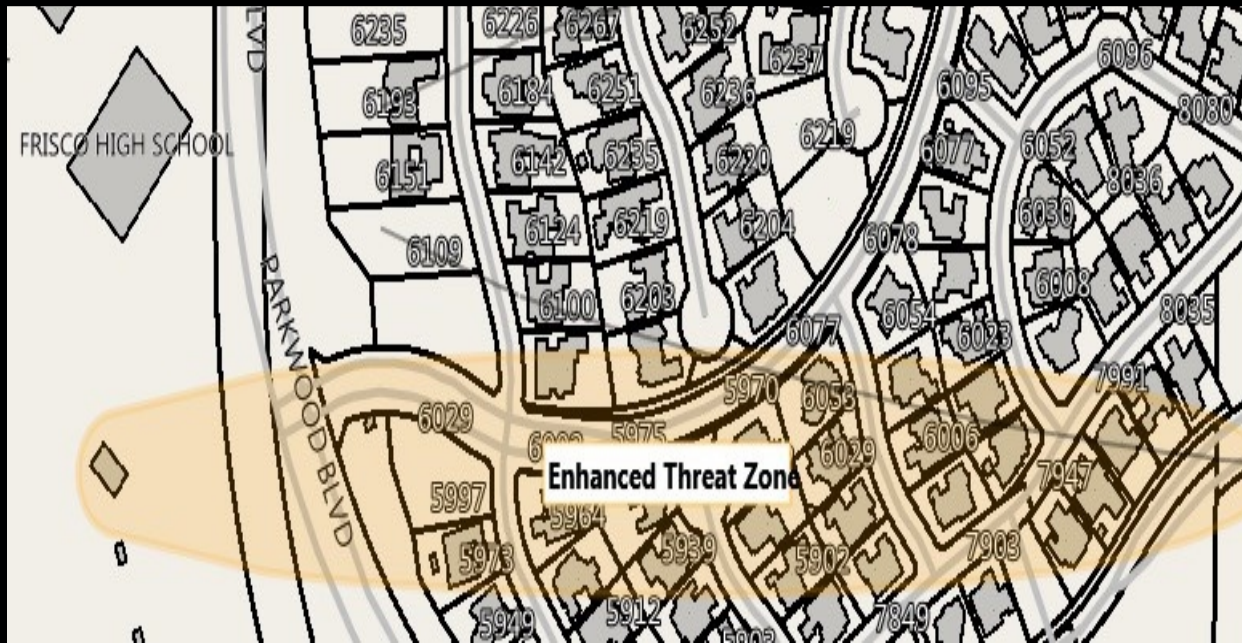
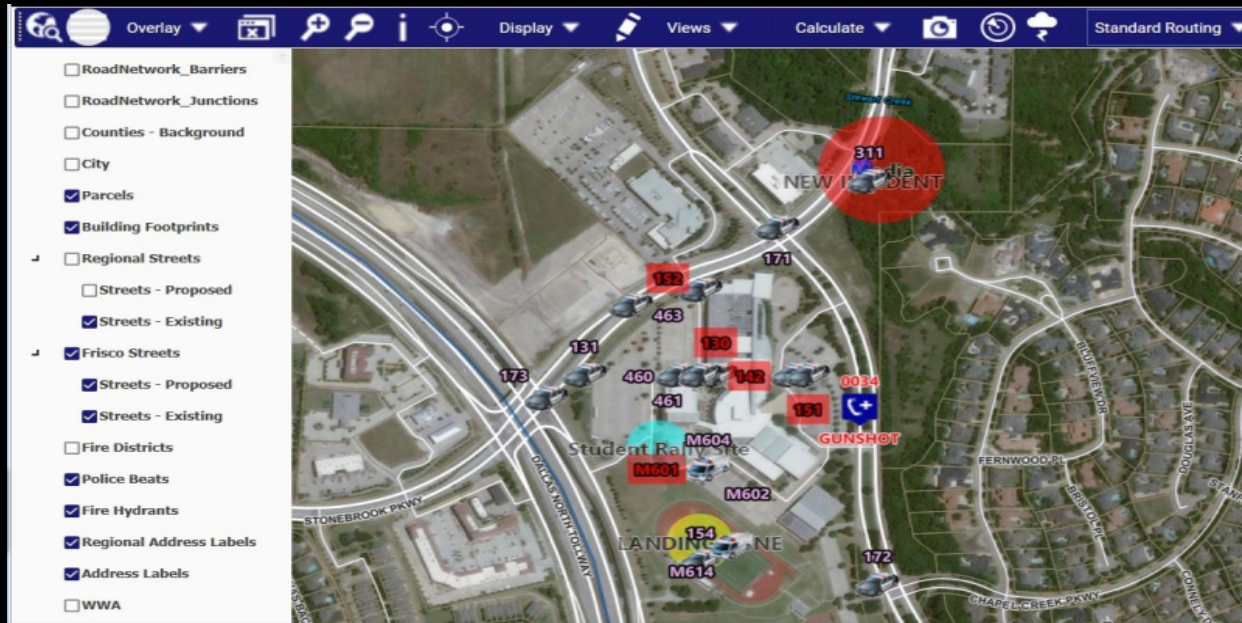
Call display: All Calls

Branches Make Select branch DEFAULT - BWERNER View Log PA

TEXAS

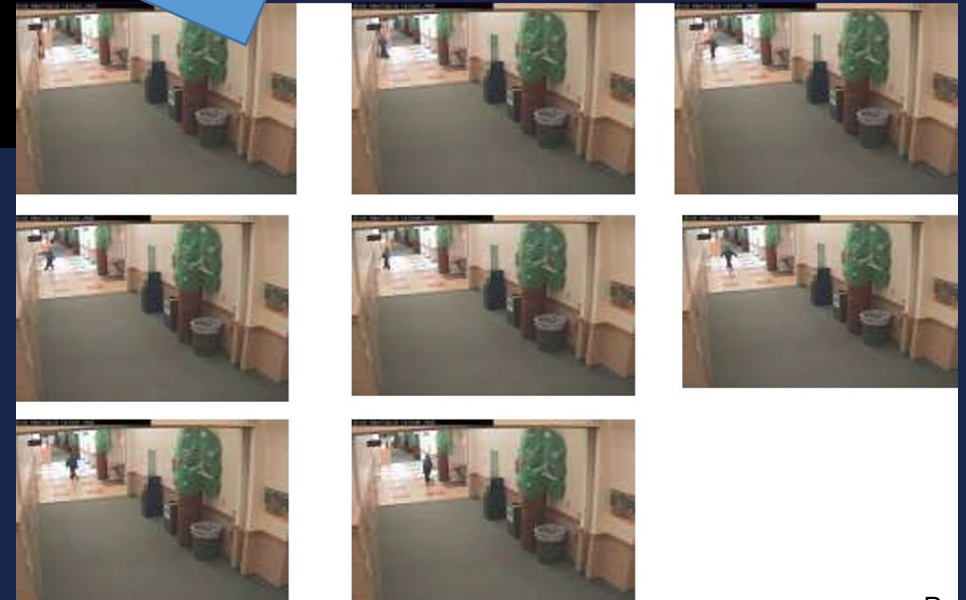
Page 35 of 454

Multiple Mapping Layers that can be updated and shared across agencies (PD, FD, EMS)



Integration Capabilities to schools/campuses

- Personnel can access real time views of surveillance cameras
- Ability to pull staff/student records/IDs from school database
- Ability to pull school-specific emergency plan



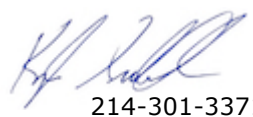
**Integrated Computer Systems**

3499 FM 1461
McKinney, TX 75071
214-544-0022

QUOTATION

Number: ICSQ2311-03

Date: Sep 13, 2021

Your Sales Consultant	Bill To	Contact
  214-301-3371 kyle@icspublicsafety.com	Friendswood Police Department Douglas Lauersdorf 1600 Whitaker Dr. Friendswood, TX 77546 281-996-3345 dlauersdorf@friendswood.com	Friendswood Police Department Douglas Lauersdorf 1600 Whitaker Dr. Friendswood, TX 77546 281-996-3345 dlauersdorf@friendswood.com

Mobile and RMS Software

Expiration Date	P.O. Number	Requested Install Date	Terms
			Net 30

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
CAD					
CAD-MJ: CAD Multi-jurisdiction Call taker or dispatcher has the capability to quickly receive and dispatch a call for service for departments in multiple jurisdictions licensed by workstation.	3	12,500.00	10,625.00	31,875.00	5625.00
CAD-MJ (BCK): CAD Multi-jurisdiction (Emergency use licenses) Call taker or dispatcher has the capability to quickly receive and dispatch a call for service for departments in multiple jurisdictions licensed by workstation.	3	1,000.00	850.00	2,550.00	561.00
CAD-CAL: CAD Call Taker Provides the Call Taker the capabilities to quickly assign a call for service to any dispatcher.	1	7,500.00	6,375.00	6,375.00	1125.00
AS-911: 911 Application Server Delivers E-911 data to CAD call-taker workstations	1	5,500.00	4,675.00	4,675.00	825.00
CAD-911: CAD 911 Client Routes ANI/ALI information from the ICS Application Server (AS-911) to the appropriate CAD call taker position.	3	1,500.00	1,275.00	3,825.00	675.00
AS-ENH-TEXT: Enhanced Text Paging Application Server Call information is automatically delivered to mobile devices such as smart phones, laptops, and tablets.	1	7,500.00	6,375.00	6,375.00	1125.00
CAD-ENH-TEXT: CAD Paging Client Sends call information to smart phones, laptops and workstations based on response rules.	3	500.00	425.00	1,275.00	225.00
AS-NCIC: NCIC/TLETS Application Server Processes queries from CAD, Law Records and Mobile devices to/from TLETS and NCIC. Requires a Commsys license activation.	1	8,500.00	7,225.00	7,225.00	1275.00

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
CAD-NCIC: CAD NCIC Client Routes NCIC/TLETS queries to/from the AS-NCIC application server to the requesting CAD workstation	3	1,000.00	850.00	2,550.00	450.00
INT-CAD-PQM-INIT: PRO-QA to CAD, Initial license PRO-QA Interface (license per Medical, Fire, or Police)	1	5,000.00	4,250.00	4,250.00	750.00
INT-CAD-PQM-SUB: PRO-QA to CAD, Subsequent license PRO-QA to CAD, Subsequent	2	1,500.00	1,275.00	2,550.00	450.00
CAD-MAP-INIT: CAD Mapping, Initial license Mapping (base) that provides unlimited layers (city, county, parcels, water, hydrants, patrol districts, etc.) and 911 call plotting. Does not plot units on the map. Allows connection to ESRI's ArcGIS cloud server for aerial and topographic map view.	1	12,000.00	10,200.00	10,200.00	1800.00
CAD-MAP-SUB: CAD Mapping, Subsequent license Subsequent map (base) license for providing unlimited layers (city, county, parcels, water, hydrants, patrol districts, etc.) and 911 call plotting. Does not plot units on the map. Allows connection to ESRI's ArcGIS cloud server for aerial and topographic map view.	2	2,500.00	2,125.00	4,250.00	750.00
INT-CAD-FHSE: CAD Firehouse/ER Export Exports CAD data in Firehouse or Emergency Reporting approved format.	1	9,500.00	8,075.00	8,075.00	1425.00
CAD-STAT-WEB: CAD Web/Smart Phone/Tablet Status Monitor Web-based status monitor for the display of resources and calls	2	2,500.00	2,125.00	4,250.00	750.00
SYS-MAN-CON: System Management Console Provides for the maintenance of CAD, Law, GEO, code tables, and security groups	3	150.00	127.50	382.50	66.00
SYS-QUERY-FIRE: Query license for Fire Users Informational queries for the Call for Service Database	3	150.00	127.50	382.50	60.00
TRN-CAD-SETUP: Training on CAD Setup and Administration A full day class to review dispatch operations and train CAD management personnel. ICS Manangement Console will be used to build and maintain CAD and Mobile Data Client (MDC) master tables.	1	1,560.00	1,560.00	1,560.00	
TRN-CAD-DISP: Training for CAD Dispatchers Training for the proper operation and benefits of automated call taking and dispatching.	1	1,560.00	1,560.00	1,560.00	
SVC-PM: Project Management Services (hourly rate) Project Management Services	25	195.00	195.00	4,875.00	
24x7: Support (24 x 7) for mission-critical applications	1				
SubTotal				109,060.00	

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
MDC CFS					
AS-MDC: Mobile Message Application Server Delivers messages to/from mobile data devices and CAD workstations.	1	8,500.00	7,225.00	7,225.00	1275.00
MDC-EQ: Mobile Data Client Enables field personnel to perform all call for service related functions.	45	1,750.00	1,487.50	66,937.50	11250.00
MDC-MAP-INIT: Mobile Basic Mapping Map highlights the exact call location. No vehicle GPS data available. See product details for prerequisites.	1	150.00	127.50	127.50	22.00
MDC-MAP-SUB: Mobile Basic Mapping Map highlights the exact call location. Subsequent license for users after purchase of MDC-MAP-INIT.	45	150.00	127.50	5,737.50	1035.00
MDC-MAP-GPS-INIT: Mobile Advanced Mapping Advanced mapping with GPS plots active calls (using their exact latitude and longitude) and units (by their GPS/AVL device). See product details for prerequisites.	1	5,000.00	4,250.00	4,250.00	150.00
MDC-MAP-GPS-SUB: Mobile Advanced Mapping Advanced mapping with GPS plots active calls (using their exact latitude and longitude) and units (by their GPS/AVL device). See product details for prerequisites.	45	1,000.00	850.00	38,250.00	6750.00
MDC-NCIC: Mobile NCIC/TLETS Allows field units to process NCIC/TLETS requests.	1	500.00	425.00	425.00	75.00
MDC-RAP: Mobile Racial Profiling Enter and verify racial profiling data on mobile devices.	45	200.00	170.00	7,650.00	1350.00
MDC-MAP-NAV-INIT: Mobile Navigation Advanced mapping with navigation draws a route and provides turn-by-turn directions. See product details for prerequisites. Activates for all units that have Advanced Mapping.	1	5,500.00	4,675.00	4,675.00	825.00
MDC-MAG: Mobile Software to Interface to 3-Track Magnetic Stripe Reader Mobile software 3-track magnetic stripe reader interface.		249.00	211.65		
INC-CMD-INT-I: Incident Command to CAD Integration, Initial license Concurrent Users. Provides CAD to Incident Command resource integration	1	6,500.00	5,525.00	5,525.00	975.00
INC-CMD-INT-S: Incident Command to CAD Integration, Subsequent license Concurrent Users. Provides CAD to Incident Command resource integration	5	1,000.00	1,000.00	5,000.00	750.00
MDC-PAGE: Mobile Text Paging (included) Included. Allows field units to send pages/text messages to pagers/Smart phones, etc.	45				
TRN-MDC: Training on Mobile Data Client Train users on the operation and benefits of the ICS Mobile Data Client (MDC).	8	780.00	780.00	6,240.00	

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
SubTotal				152,042.50	
LAW RMS					
LRM: Law Records Management for Patrol Officers Law Records Management license for one Patrol Officer	85	1,234.00	1,048.90	89,156.50	15733.50
LAW-CASE-INIT: Case Management, Initial license Case Management	1	3,950.00	3,357.50	3,357.50	675.00
LAW-CASE-SUB: Case Management, Subsequent license Case Management	11	650.00	552.50	6,077.50	1650.00
LAW-CIT-INIT: Citation Processing, Initial license Citation Processing	1	1,000.00	850.00	850.00	150.00
LAW-CIT-SUB: Citation processing, Subsequent license Citation Processing	3	250.00	212.50	637.50	114.00
LAW-ECASE-INIT: Electronic Case Submittal, Initial license Electronic Case Preparation	1	3,500.00	2,975.00	2,975.00	525.00
LAW-ECASE-SUB: Electronic Case Submittal, Subsequent license Electronic Case Preparation	2	500.00	425.00	850.00	150.00
LAW-CRIME-INIT: Crime Analysis, Initial license Crime Analysis (plotting, graphing and reporting)	1	12,950.00	11,007.50	11,007.50	1942.00
LAW-CRIME-SUB: Crime Analysis, Subsequent license Crime Analysis (plotting, graphing and reporting)	1	1,500.00	1,275.00	1,275.00	225.00
LAW-PROP-INIT: Property Room Management, Initial license Property Room Management	1	5,500.00	4,675.00	4,675.00	825.00
LAW-PROP-SUB: Property Room, Subsequent license Property Room Management	1	1,500.00	1,275.00	1,275.00	225.00
LAW-PROP-BAR-INIT: Property Room Bar Code Physical Inventory, Initial license Property Room Bar Code Physical Inventory	1	12,500.00	10,625.00	10,625.00	1875.00
LAW-PROP-BAR-SUB: Property Room Bar Code Physical Inventory, Subsequent license Property Room Bar Code Physical Inventory	1	1,000.00	850.00	850.00	150.00
LAW-JAIL-INIT: Jail Bookin and Management, Initial license Jail Management (Licensed by weekstation)	1	9,500.00	8,075.00	8,075.00	1425.00
LAW-JAIL-SUB: Jail Bookin and Management, Initial license Jail Management (Licensed by weekstation)	2	1,225.00	1,041.25	2,082.50	2850.00

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Product and Description	Qty	List \$	Disc Price	Extended	SAP3
LAW-MENT: Live Scan Capture Interface communicate with the Mentalix system to transmit finger print and master name data to the FBI.	1	9,500.00	8,075.00	8,075.00	1425.00
LAW-FI-INIT: Field Intelligence/BOLO Field Intelligence	1	2,500.00	2,125.00	2,125.00	375.00
LAW-FI-SUB: Field Intelligence/BOLO Field Intelligence	35	250.00	212.50	7,437.50	1330.00
MOTRAD-GPS-INT: ICS to Motorola GPS Interface ICS to Motorola GPS interface connects the Motorola digital radio system to ICS's maps.	1	25,000.00	25,000.00	25,000.00	3750.00
LEX-INCIDENT-IMPORT: LexisNexis Citizen Portal Citizen Portal - Import citizen entered data into an incident.	1	17,500.00	17,500.00	17,500.00	2625.00
INT-CAD-WATCH: CAD XML Exports CAD data for Watchguard video integration	1	21,500.00	21,500.00	21,500.00	3750.00
INT-PULSE Connect to PulsePoint server to find nearby resources to administer CPR.	1	2,400.00	2,400.00	2,400.00	1200.00
LEX-ECRASH-IMPORT: LexisNexis eCrash Import Verify and import LexisNexis eCrash accident data	1	14,500.00	14,500.00	14,500.00	2175.00
TRN-LAW-EXTEND: Extended Training for Law Records In-depth training for creating Arrest and Incident reports with more hands-on opportunities. The class is customer-directed based on user responsibilities that will use additional features in Athena RMS such as CID, Case management, Crime Analysis, Jail management, Property Room management, Personnel management, Permit registration, Warrants, Ad-hoc reporting, or Records clerk training. Class size limited to 30 users.	1	1,560.00	1,560.00	1,560.00	
TRN-LAW-EXTEND: Extended Training for Law Records In-depth training for creating Arrest and Incident reports with more hands-on opportunities. The class is customer-directed based on user responsibilities that will use additional features in Athena RMS such as CID, Case management, Crime Analysis, Jail management, Property Room management, Personnel management, Permit registration, Warrants, Ad-hoc reporting, or Records clerk training. Class size limited to 30 users.	1	1,560.00	1,560.00	1,560.00	
TRN-PATROL: Training for Officers/Deputies A full day class on the operation of ICS Mobile and ICS Law Records. The class may include instruction on Field Intelligence, Case Management, Warrants, and Permits/Registration if appropriate licenses were purchased. This fast-paced class has minimal opportunities for hands-on and class size is limited to 30 users.	2	1,560.00	1,560.00	3,120.00	
TRN-LAW-BASIC: Basic Training for Incident and Arrest Reports Train users on the basic operation and benefits of ICS arrest and incident record keeping. This class is usually combined with TRN-MDC to make up a full day of patrol training with minimal hands-on opportunities.	1	780.00	780.00	780.00	

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
TRN-LAW-SETUP: Training for Law Records Setup Train personnel in the steps required to build and maintain Law Records master tables using the ICS Management Console.	1	1,560.00	1,560.00	1,560.00	
SVC-TRAIN: One Hour of Technical Services, Support/training Specialist	20	195.00	195.00	3,900.00	
SVC-TECH-I: One Hour of Technical Services, Level I technician	8	225.00	225.00	1,800.00	
SubTotal				256,586.50	
BRZ-CIT-INIT: Brazos Citation Importer with Racial Profiling, Initial license Brazos delivers citation data with racial profiling to the agency's LAN. ICS verifies and imports citation data.	1	14,000.00	11,900.00	11,900.00	2100.00
BRZ-CIT-SUB: Brazos Citation Importer with Racial Profiling, Subsequent Brazos delivers citation data with racial profiling to the agency's LAN. ICS verifies and imports citation data. 42 ticket writers	1	250.00	212.50	212.50	38.00
show site discount: First year show site discount First year show site discount	1	-125,000.00	-125,000.00	-125,000.00	

- 1) This quote includes Full Data Conversion of Master files and Incidents.
- 2) Training for all ICS applications can be done at ICS's Training Facility or customers site as agreed to by ICS and customer.
- 3) Customer to supply all required maps in ICS approved formats.
- 4) Unless otherwise quoted, customer is responsible for all hardware, OS software, third-party software (ie Brazos, USDD, 911,TLETS, ESO, Firehouse, Mentalix.etc.), and network services.
- 5) No hardware, operating software, or hardware maintenance is provide in this quote.
- 6) Customer will supply all data to be converted in an ICS approved format with a current data dictionary.
- 7) Customer will be billed for all travel and out of pocket expenses required for implementation and training.
- 8) Unless otherwise stated CAD, MDC and Jail software is licensed by workstation. All other Athena Law products is licensed by user.
- 9) No closest to software is provided in this quote

Sub-total	478,105.00
Less discount	73,303.50-
Distribution	0.00
Total	\$404,801.50

Deposit with order	202,400.75
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Software Assurance Plan (SAP 3) per Yr	\$89,676.50
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Signature or valid purchase order number

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

**CITY OF FRIENDSWOOD**

James O' Brien

jobrien@friendswood.com

THANK YOU FOR YOUR INTEREST.

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

LEAD TIME	SHIP VIA	F.O.B.	TERMS
30 DAYS ARO	GRD SHIP	FOB Destination	NET 30

QUOTE NUMBER**OP-0060713-1****Quote Date:**

9/2/2021

RFQ:**Contract:****TIPS WEB & CLOUD SVC****Quote Name:** OP-0060713**YOUR ACCOUNT TEAM****Jordan Grey**

jordan.grey@redriver.com

469-288-9283

John Flannery

john.flannery@redriver.com

603-442-5575

Lead times are based on the most current information available and are subject to change as situations impacting our Secure Supply Chain evolve.

LINE #	ITEM #	DESCRIPTION	QTY	PRICE	EXT. PRICE
1	H4Z15.84T-192	SCALE COMPUTING HC1250Z WITH 4210R CPU PERP 15.84TBRAW/7.92TBU-192 TIPS WEB & CLOUD SVC	6	\$18,847.38	\$113,084.28
2	CH-005	SCALE COMPUTING HC1250 CHASSIS CTLR TIPS WEB & CLOUD SVC	6	\$0.01	\$0.06
3	CPU-026	SCALE COMPUTING INTEL XEON SILVER 4210R 2.4GHZ CHIP 2.4G TIPS WEB & CLOUD SVC	6	\$0.01	\$0.06
4	HDD-003	SCALE COMPUTING 4TB HDD DRV TIPS WEB & CLOUD SVC	18	\$0.01	\$0.18
5	SSD-004	RIVERBED 3.84TB SSD DRV TIPS WEB & CLOUD SVC	6	\$0.01	\$0.06
6	RAM-004	SCALE COMPUTING 32GB RAM MEM TIPS WEB & CLOUD SVC	36	\$0.01	\$0.36
7	NIC-002	SCALE COMPUTING	6	\$0.01	\$0.06

		4-PORT 10GBE SFP+ CTLR TIPS WEB & CLOUD SVC			
8	QCARE5	SCALE COMPUTING SUP-4 YR EXTENSION- HW&SW SVCS SCALECARE-QCARE5 TIPS WEB & CLOUD SVC	1	\$46,206.48	\$46,206.48
9	QSRN	SCALE COMPUTING NODE INSTALL REMOTE SUPPORT SVCS REMOTE INSTALLATI TIPS WEB & CLOUD SVC	6	\$237.50	\$1,425.00
10	B12-CSC-10	SCALE COMPUTING 12 PORT 10 GB SFP+ SWITCH PERP TIPS WEB & CLOUD SVC	4	\$1,614.60	\$6,458.40
11	BSFP3M-CABLE	SCALE COMPUTING SFP+ TO SFP+ CABL 3M 10GBE TIPS WEB & CLOUD SVC	26	\$83.39	\$2,168.14
12	BR-H3B48P-128	SCALE COMPUTING 48TB RAW 24TB USABLE 128GB RAM PERP BRS W/ INTEL X TIPS WEB & CLOUD SVC	1	\$8,953.51	\$8,953.51
13	CH-010	SCALE COMPUTING BRS-1200 CHASSIS PERP TIPS WEB & CLOUD SVC	1	\$0.01	\$0.01
14	CPU-011	SCALE COMPUTING INTEL XEON SILVER 4208 CTLR 8C/16T 2.1 GHZ TIPS WEB & CLOUD SVC	1	\$0.01	\$0.01
15	HDD-005	SCALE COMPUTING 12TB HDD DRV TIPS WEB & CLOUD SVC	4	\$0.01	\$0.04
16	RAM-004	SCALE COMPUTING 32GB RAM MEM TIPS WEB & CLOUD SVC	4	\$0.01	\$0.04
17	NIC-001	SCALE COMPUTING 4-PORT 10GBASE-T CTLR TIPS WEB & CLOUD SVC	1	\$0.01	\$0.01
18	QCARE5	SCALE COMPUTING SUP-4 YR EXTENSION- HW&SW SVCS SCALECARE-QCARE5 TIPS WEB & CLOUD SVC	1	\$3,658.42	\$3,658.42
19	QSRN	SCALE COMPUTING NODE INSTALL REMOTE SUPPORT SVCS REMOTE INSTALLATI TIPS WEB & CLOUD SVC	1	\$216.00	\$216.00

20	ABAU-5Y	SCALE COMPUTING 5-YEARS SUP LICS ACRONIS BACKUP ADVANCED PERNODE TIPS WEB & CLOUD SVC	1	\$3,163.00	\$3,163.00
21	QQCK-ABAU	SCALE COMPUTING ACRONIS BACKUP QUICKSTART LICS POWERED BY SCALE CO TIPS WEB & CLOUD SVC	1	\$1,033.00	\$1,033.00
				TOTAL	\$186,367.12

WE WELCOME YOUR FEEDBACK.

Please complete our customer survey at redriver.com/customer-survey.

Attention Contracting Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is provided in accordance with FAR Part 13, 14, or 15. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit:

[Terms and Conditions](#)

REMIT TO:

Red River Technology LLC
PO Box 780924
Philadelphia, PA 19178-0924

From: [BW956](#)
To: [Lisa Price](#)
Subject: FW: [EXTERNAL]Updated Motorola Pricing
Date: Tuesday, September 14, 2021 12:07:45 PM
Attachments: [SampleLease Agreement.docx](#)
[GRID Consortium Pricing 091321.pdf](#)

Sent from my T-Mobile 5G Device

----- Original message -----

From: Diane Culverhouse <diane.culverhouse@motorolasolutions.com>
Date: 9/13/21 19:23 (GMT-06:00)
To: Anthony <Anthony.Hera@leaguecitytx.gov>, Cliff <Cliff.Woitena@leaguecitytx.gov>, "Jay (PD-ADMIN)" <jjaekel@ci.dickinson.tx.us>, Chief Adcox - UTMB PD <keadcox@utmb.edu>, "Bacon, Pete" <pbacon@websterpd.com>, Tim Cromie <tim.cromie@nassaubay.com>, Chief Deardorff - LaPorte PD <deardorffs@laportetx.gov>, Sherri Ditrich <sditrich@morganspoint-tx.com>, Chief Gant - Kemah PD <wgant@kemah-tx.com>, Chief Grigg - Deer Park PD <ggrigg@deerparktx.org>, Chief Hale - Galveston PD <vhale@galvestontx.gov>, Chief Heiman - Jamaica Beach PD <bheiman@ci.jamaicabeach.tx.us>, Chief Lee - Alvin PD <rlee@cityofalvin.com>, Chief Meadows - Santa Fe PD <philip@ci.santa-fe.tx.us>, Carl Nunn <chiefnunn@lakeviewpolice.com>, Gary <Gary.Ratliff@leaguecitytx.gov>, "Eric C. Robins" <erobins@sugarlandtx.gov>, Chief Smith - Port of Houston <msmith@poha.com>, Chief Stanton - Texas City PD <jstanton@texascitytx.gov>, BW956 <BW956@friendswood.com>, Chief Wright - Seabrook PD <swright@seabrooktx.gov>, Cory <cory.beyer@leaguecitytx.gov>, Darrell <darrell.kelemen@leaguecitytx.gov>, Matt <DaeumerM@laportetx.gov>, Melvin Mason <mmason@ci.dickinson.tx.us>, "Henry Trochesset (henry.trochesset@co.galveston.tx.us)" <henry.trochesset@co.galveston.tx.us>, Paula <Paula.Walker@leaguecitytx.gov>, Ryan <ryan.smith@leaguecitytx.gov>, "Ihde, Margo" <Margo.Ihde@co.galveston.tx.us>, "Hoarau, Jeremy" <jeremy.hoarau@leaguecitytx.gov>, "Bell, Mike" <Michael.Bell@co.galveston.tx.us>
Subject: [EXTERNAL]Updated Motorola Pricing

GRID Consortium Members,

Thank you all for your patience and collaboration as we work to ensure accuracy for your proposal. I have updated the pricing to reflect the updated usage matrix based on estimated 2021 usage both with and without Galveston County and the Port of Galveston. I have attached the updated pricing as well as a sample of our municipal lease agreement. I am still working on finalizing the proposal and discount approvals. I am hoping to have those by the end of the week. We have finalized the MCA agreement and I'm preparing a final clean copy and will send that out.

I look forward to meeting with all of you on Wednesday and we will go over pricing in more detail. In addition, Motorola is offering an incentive of a site license to any agency that signs

and returns their Shared Agency Agreement by November 12, 2021.

I appreciate all your time and efforts on this and I hope everyone stays above water tonight!

--

Diane Culverhouse

Strategic Sales Manager

Motorola Solutions, Inc.

M. [303-506-7249](tel:303-506-7249)

E. diane.culverhouse@motorolasolutions.com

[Find Me on LinkedIn](#)



For more information on how and why we collect your personal information, please visit our [Privacy Policy](#).

Shared Agency Agreement

This Shared Agency Agreement (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the MCA (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Master Customer Agreement (“**MCA**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties, effective as of [REDACTED]. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the MCA.

By entering into this SAA, the Shared Agency affirms that they will fund their shared costs of the system and services, per the terms of the MCA and as identified in the pricing section of the attached Addenda. Shared Agency agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. Motorola will invoice the Shared Agency upon contract execution for the shared costs of the up-front implementation of the system and Motorola will invoice the Shared Agency annually for their portion (if any) of ongoing annual maintenance and subscription services identified in the Addenda.

Section 1: Definitions

- 1.1 **Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA.
- 1.2 **Host Agency** – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
- 1.3 **Software**—“Software” means the PremierOne software licensed hereunder.

Section 2: License

- 2.1 **Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the MCA, as well as the terms and conditions specified in this SAA. The license fees paid by Shared Agency to Motorola shall be the same as those paid to Motorola by the Host Agency. Shared Agency agrees to comply with all such terms and conditions of the MCA and this SAA.
- 2.2 **Termination.** This SAA will terminate automatically if and when the MCA terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and license at any time if the Shared Agency breaches the terms of this SAA or the MCA. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 **No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 **Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software.
- 3.2 **Warranty.** The Representations and Warranties for the Software is defined in Section 6 of the MCA is limited to the remaining time, if any, originally granted under the MCA.

Accepted and Approved:

[Shared Agency]

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

September 7, 2021

Gulf Coast Regional Information and Dispatch (GRID)
555 W. Walker Street
League City, TX 77573

GRID Consortium members:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached pricing to Gulf Coast Regional Information and Dispatch (GRID). This pricing is not approved for sale but it for budgetary purposes only and is valid until December 17, 2021. This solution is proposed as a single system and purchasing only some components may change the overall pricing. **The proposal is priced as a single system. All prices and discounts are given as a bundle purchase.**

Motorola appreciates your consideration of this pricing as we work through pricing approvals. Motorola would be pleased to address any concerns you might have and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant, Diane Culverhouse, (303) 506-7249, Diane.Culverhouse@motorolasolutions.com with any questions.

Sincerely,
Motorola Solutions, Inc.



Travis Boettcher
AVP, Software Enterprise Sales

League City

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	8	\$116,000	\$116,000
CAD Low Use Licenses	5	\$6,000	\$6,000
CAD Mobile	170	\$157,420	\$157,420
RMS Licenses	100	\$75,000	\$75,000
RMS Mobile	100	\$75,000	\$75,000
Interface Fees		\$39,200	\$39,200
Hardware/Software		\$155,751	\$155,694
Implementation		\$393,052	\$356,127
Total Software/Hardware		\$1,017,423	\$980,441
Discount		\$382,767	\$352,055
PremierOne Pricing		\$634,656	\$628,336
OPTIONS			
PremierOne Handheld	150	\$114,750	\$114,750
CC Responder eCitation	25	\$10,382	\$10,382
Integrated Call Control	8	\$110,352	\$110,352
Astro25 Responder Location	400	\$160,000	\$160,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$97,291	\$87,433
Year 3	\$102,871	\$98,992
Year 4	\$105,678	\$103,320
Year 5	\$111,058	\$109,511
Year 6	\$116,729	\$105,316
Year 7	\$110,572	\$109,763
Year 8	\$116,484	\$115,914
Year 9	\$123,317	\$122,049
Year 10	\$131,751	\$128,165
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$4,375	Warranty	Warranty
Year 2	Included	\$4,375	\$15,840	\$3,448
Year 3	Included	\$4,375	\$16,632	\$3,660
Year 4	Included	\$4,375	\$17,464	\$3,824
Year 5	Included	\$4,375	\$18,336	\$4,016
Year 6	Included	\$4,375	\$19,256	\$4,216
Year 7	Included	\$4,375	\$20,216	\$4,428
Year 8	Included	\$4,375	\$21,227	\$4,648
Year 9	Included	\$4,375	\$22,288	\$4,880
Year 10	Included	\$4,375	\$23,403	\$5,124

Dickinson

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	3	\$43,500	\$43,500
CAD Low Use Licenses	8	\$9,600	\$9,600
CAD Mobile	25	\$23,150	\$23,150
RMS Licenses	38	\$28,500	\$28,500
RMS Mobile	21	\$15,750	\$15,750
Interface Fees		\$28,000	\$28,000
Hardware/Software		\$43,770	\$44,135
Implementation		\$110,457	\$100,952
Total Software/Hardware		\$302,727	\$289,456
Discount		\$107,567	\$99,812
PremierOne Pricing		\$195,160	\$193,775
OPTIONS			
PremierOne Handheld	27	\$20,655	\$20,655
CC Responder eCitation	18	\$7,475	\$7,475
Integrated Call Control	3	\$41,382	\$41,382
Astro25 Responder Location	100	\$40,00	\$40,00

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$27,341	\$24,785
Year 3	\$28,909	\$28,062
Year 4	\$29,698	\$29,288
Year 5	\$31,210	\$31,043
Year 6	\$32,804	\$29,854
Year 7	\$31,073	\$31,115
Year 8	\$32,735	\$32,858
Year 9	\$34,655	\$34,597
Year 10	\$37,025	\$36,331
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$3,150	Warranty	Warranty
Year 2	Included	\$3,150	\$5,940	\$862
Year 3	Included	\$3,150	\$6,237	\$915
Year 4	Included	\$3,150	\$6,549	\$956
Year 5	Included	\$3,150	\$6,876	\$1,004
Year 6	Included	\$3,150	\$7,221	\$1,054
Year 7	Included	\$3,150	\$7,581	\$1,107
Year 8	Included	\$3,150	\$7,960	\$1,162
Year 9	Included	\$3,150	\$8,358	\$1,220
Year 10	Included	\$3,150	\$8,776	\$1,281

Kemah

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	2	\$29,000	\$29,000
CAD Low Use Licenses	3	\$3,600	\$3,600
CAD Mobile	7	\$6,482	\$6,482
RMS Licenses	10	\$7,500	\$7,500
RMS Mobile	7	\$5,250	\$5,250
Interface Fees		\$19,600	\$19,600
Hardware/Software		\$19,705	\$19,603
Implementation		\$49,726	\$44,839
Total Software/Hardware		\$140,863	\$135,874
Discount		\$48,425	\$44,332
PremierOne Pricing		\$92,438	\$91,541
OPTIONS			
PremierOne Handheld	5	\$3,825	\$3,825
CC Responder eCitation	7	\$2,907	\$2,907
Integrated Call Control	2	\$27,588	\$27,588

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$12,309	\$11,008
Year 3	\$13,015	\$12,464
Year 4	\$13,370	\$13,009
Year 5	\$14,050	\$13,788
Year 6	\$14,768	\$13,260
Year 7	\$13,989	\$13,820
Year 8	\$14,737	\$14,594
Year 9	\$15,601	\$15,367
Year 10	\$16,668	\$16,137
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control
Year 1	Warranty	\$1,225	Warranty
Year 2	Included	\$1,225	\$3,960
Year 3	Included	\$1,225	\$4,158
Year 4	Included	\$1,225	\$4,366
Year 5	Included	\$1,225	\$4,584
Year 6	Included	\$1,225	\$4,814
Year 7	Included	\$1,225	\$5,054
Year 8	Included	\$1,225	\$5,307
Year 9	Included	\$1,225	\$5,572
Year 10	Included	\$1,225	\$5,851

Webster

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	4	\$58,000	\$58,000
CAD Low Use Licenses	2	\$2,400	\$2,400
CAD Mobile	40	\$37,040	\$37,040
RMS Licenses	30	\$33,750	\$33,750
RMS Mobile	11	\$22,500	\$22,500
Interface Fees		\$30,800	\$30,800
Hardware/Software		\$59,824	\$60,248
Implementation		\$150,972	\$137,808
Total Software/Hardware		\$395,286	\$382,546
Discount		\$147,022	\$136,252
PremierOne Pricing		\$248,265	\$246,294
OPTIONS			
PremierOne Handheld	9	\$6,885	\$6,885
CC Responder eCitation	10	\$4,153	\$4,153
Integrated Call Control	4	\$55,175	\$55,175
Astro25 Responder Location	85	\$34,000	\$34,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$37,370	\$33,833
Year 3	\$39,513	\$38,306
Year 4	\$40,591	\$39,981
Year 5	\$42,657	\$42,377
Year 6	\$44,836	\$40,754
Year 7	\$42,471	\$42,474
Year 8	\$44,742	\$44,855
Year 9	\$47,366	\$47,229
Year 10	\$50,606	\$49,595
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$1,750	Warranty	Warranty
Year 2	Included	\$1,750	\$7,920	\$733
Year 3	Included	\$1,750	\$8,316	\$778
Year 4	Included	\$1,750	\$8,732	\$813
Year 5	Included	\$1,750	\$9,168	\$853
Year 6	Included	\$1,750	\$9,628	\$896
Year 7	Included	\$1,750	\$10,108	\$941
Year 8	Included	\$1,750	\$10,614	\$988
Year 9	Included	\$1,750	\$11,144	\$1,037
Year 10	Included	\$1,750	\$11,701	\$1,089

Nassau Bay

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	1	\$14,500	\$14,500
CAD Low Use Licenses			
CAD Mobile	11	\$10,186	\$10,186
RMS Licenses	2	\$1,500	\$1,500
RMS Mobile	10	\$7,500	\$7,500
Interface Fees		\$2,800	\$2,800
Hardware/Software		\$17,953	\$17,989
Implementation		\$45,305	\$41,147
Total Software/Hardware		\$99,744	\$95,622
Discount		\$44,120	\$40,683
PremierOne Pricing		\$55,624	\$54,940
OPTIONS			
PremierOne Handheld	7	\$5,355	\$5,355
CC Responder eCitation			
Integrated Call Control	1	\$13,794	\$13,794
Astro25 Responder Location	16	\$6,400	\$6,400

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$11,214	\$10,102
Year 3	\$11,857	\$11,438
Year 4	\$12,181	\$11,938
Year 5	\$12,801	\$12,653
Year 6	\$13,455	\$12,168
Year 7	\$12,745	\$12,682
Year 8	\$13,427	\$13,393
Year 9	\$14,214	\$14,102
Year 10	\$15,186	\$14,808
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty		Warranty	Warranty
Year 2	Included		\$1,980	\$138
Year 3	Included		\$2,079	\$146
Year 4	Included		\$2,183	\$153
Year 5	Included		\$2,292	\$161
Year 6	Included		\$2,407	\$169
Year 7	Included		\$2,527	\$177
Year 8	Included		\$2,653	\$186
Year 9	Included		\$2,786	\$195
Year 10	Included		\$2,925	\$205

Lakeview

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses			
CAD Low Use Licenses	1	\$1,200	\$1,200
CAD Mobile	8	\$7,408	\$7,408
RMS Licenses	7	\$5,250	\$5,250
RMS Mobile	8	\$6,000	\$6,000
Interface Fees		\$2,800	\$2,800
Hardware/Software		\$8,677	\$8,693
Implementation		\$21,896	\$19,883
Total Software/Hardware		\$53,231	\$51,234
Discount		\$21,323	\$19,659
PremierOne Pricing		\$31,908	\$31,575
OPTIONS			
PremierOne Handheld	5	\$3,825	\$3,825
CC Responder eCitation	5	\$2,076	\$2,076
Integrated Call Control			
Astro25 Responder Location	16	\$6,400	\$6,400

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$5,420	\$4,882
Year 3	\$5,731	\$5,527
Year 4	\$5,887	\$5,769
Year 5	\$6,187	\$6,114
Year 6	\$6,503	\$5,880
Year 7	\$6,160	\$6,128
Year 8	\$6,489	\$6,472
Year 9	\$6,870	\$6,814
Year 10	\$7,340	\$7,156
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$875		Warranty
Year 2	Included	\$875		\$138
Year 3	Included	\$875		\$146
Year 4	Included	\$875		\$153
Year 5	Included	\$875		\$161
Year 6	Included	\$875		\$169
Year 7	Included	\$875		\$177
Year 8	Included	\$875		\$186
Year 9	Included	\$875		\$195
Year 10	Included	\$875		\$205

City of Galveston

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	7	\$101,500	\$101,500
CAD Low Use Licenses	4	\$4,800	\$4,800
CAD Mobile	105	\$97,230	\$97,230
RMS Licenses	75	\$56,250	\$56,250
RMS Mobile	85	\$63,750	\$63,750
Interface Fees		\$22,400	\$22,400
Hardware/Software		\$237,768	\$238,602
Implementation		\$600,029	\$545,767
Total Software/Hardware		\$1,183,727	\$1,130,298
Discount		\$584,328	\$539,603
PremierOne Pricing		\$599,399	\$590,696
OPTIONS			
PremierOne Handheld			
CC Responder eCitation	7	\$2,907	\$2,907
Integrated Call Control	6	\$82,764	\$82,764
Astro25 Responder Location	200	\$80,000	\$80,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$148,523	\$133,991
Year 3	\$157,041	\$151,706
Year 4	\$161,327	\$158,339
Year 5	\$169,539	\$167,826
Year 6	\$178,197	\$161,398
Year 7	\$168,798	\$168,213
Year 8	\$177,823	\$177,639
Year 9	\$188,254	\$187,041
Year 10	\$201,129	\$196,414
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1		\$1,225	Warranty	Warranty
Year 2		\$1,225	\$11,880	\$1,724
Year 3		\$1,225	\$12,474	\$1,830
Year 4		\$1,225	\$13,098	\$1,912
Year 5		\$1,225	\$13,752	\$2,008
Year 6		\$1,225	\$14,442	\$2,108
Year 7		\$1,225	\$15,162	\$2,214
Year 8		\$1,225	\$15,920	\$2,324
Year 9		\$1,225	\$16,716	\$2,440
Year 10		\$1,225	\$17,552	\$2,562

La Marque

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	4	\$58,000	\$58,000
CAD Low Use Licenses	2	\$2,400	\$2,400
CAD Mobile	30	\$27,780	\$27,780
RMS Licenses	24	\$18,000	\$18,000
RMS Mobile	30	\$22,500	\$22,500
Interface Fees		\$16,800	\$16,800
Hardware/Software		\$49,871	\$50,045
Implementation		\$125,854	\$114,469
Total Software/Hardware		\$321,205	\$309,994
Discount		\$122,561	\$113,177
PremierOne Pricing		\$198,644	\$196,817
OPTIONS			
PremierOne Handheld	3	\$2,295	\$2,295
CC Responder eCitation	7	\$2,907	\$2,907
Integrated Call Control	2	\$27,588	\$27,588
Astro25 Responder Location	43	\$17,200	\$17,200

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$31,152	\$28,103
Year 3	\$32,939	\$31,819
Year 4	\$33,838	\$33,210
Year 5	\$35,560	\$35,200
Year 6	\$37,376	\$33,852
Year 7	\$35,405	\$35,281
Year 8	\$37,298	\$37,258
Year 9	\$39,486	\$39,230
Year 10	\$42,186	\$41,196
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$1,225	Warranty	Warranty
Year 2	Included	\$1,225	\$3,960	\$371
Year 3	Included	\$1,225	\$4,158	\$393
Year 4	Included	\$1,225	\$4,366	\$411
Year 5	Included	\$1,225	\$4,584	\$432
Year 6	Included	\$1,225	\$4,814	\$453
Year 7	Included	\$1,225	\$5,054	\$476
Year 8	Included	\$1,225	\$5,307	\$500
Year 9	Included	\$1,225	\$5,572	\$525
Year 10	Included	\$1,225	\$5,851	\$551

UTMB

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	2	\$29,000	\$29,000
CAD Low Use Licenses	1	\$1,200	\$1,200
CAD Mobile	16	\$14,816	\$14,816
RMS Licenses	20	\$15,000	\$15,000
RMS Mobile	16	\$12,000	\$12,000
Interface Fees		\$14,000	\$14,000
Hardware/Software		\$41,196	\$41,376
Implementation		\$103,962	\$94,641
Total Software/Hardware		\$231,174	\$222,032
Discount		\$101,241	\$93,572
PremierOne Pricing		\$129,932	\$128,460
OPTIONS			
PremierOne Handheld			
CC Responder eCitation			
Integrated Call Control			
Astro25 Responder Location	90	\$36,000	\$36,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$25,733	\$23,235
Year 3	\$27,209	\$26,307
Year 4	\$27,952	\$27,457
Year 5	\$29,375	\$29,102
Year 6	\$30,875	\$27,988
Year 7	\$29,246	\$29,170
Year 8	\$30,810	\$30,804
Year 9	\$32,617	\$32,434
Year 10	\$34,848	\$34,060
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1				Warranty
Year 2				\$776
Year 3				\$824
Year 4				\$860
Year 5				\$904
Year 6				\$949
Year 7				\$996
Year 8				\$1,046
Year 9				\$1,098
Year 10				\$1,153

Texas City

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	4	\$58,000	\$58,000
CAD Low Use Licenses	1	\$1,200	\$1,200
CAD Mobile	93	\$86,118	\$86,118
RMS Licenses	31	\$23,250	\$23,250
RMS Mobile	70	\$52,500	\$52,500
Interface Fees		\$33,600	\$33,600
Hardware/Software		\$173,073	\$172,285
Implementation		\$436,764	\$394,077
Total Software/Hardware		\$864,505	\$821,031
Discount		\$425,336	\$389,627
PremierOne Pricing		\$439,169	\$431,404
OPTIONS			
PremierOne Handheld	46	\$35,190	\$35,190
CC Responder eCitation	15	\$6,229	\$6,229
Integrated Call Control	3	\$41,382	\$41,382
Astro25 Responder Location	200	\$118,400	\$118,400

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$108,111	\$96,750
Year 3	\$114,311	\$109,541
Year 4	\$117,431	\$114,330
Year 5	\$123,409	\$121,181
Year 6	\$129,711	\$116,539
Year 7	\$122,869	\$121,460
Year 8	\$129,439	\$128,266
Year 9	\$137,031	\$135,055
Year 10	\$146,403	\$141,823
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$2,625	Warranty	Warranty
Year 2	Included	\$2,625	\$5,940	\$1,724
Year 3	Included	\$2,625	\$6,237	\$1,830
Year 4	Included	\$2,625	\$6,549	\$1,912
Year 5	Included	\$2,625	\$6,876	\$2,008
Year 6	Included	\$2,625	\$7,221	\$2,108
Year 7	Included	\$2,625	\$7,581	\$2,214
Year 8	Included	\$2,625	\$7,960	\$2,324
Year 9	Included	\$2,625	\$8,358	\$2,440
Year 10	Included	\$2,625	\$8,776	\$2,562

Jamaica Beach

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses			
CAD Low Use Licenses			
CAD Mobile	5	\$4,630	\$4,630
RMS Licenses			
RMS Mobile			
Interface Fees			
Hardware/Software		\$8,615	\$8,629
Implementation		\$21,740	\$19,738
Total Software/Hardware		\$34,985	\$32,997
Discount		\$21,171	\$19,515
PremierOne Pricing		\$13,814	\$13,482
OPTIONS			
PremierOne Handheld			
CC Responder eCitation			
Integrated Call Control			
Astro25 Responder Location			

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$5,381	\$4,846
Year 3	\$5,690	\$5,487
Year 4	\$5,845	\$5,726
Year 5	\$6,143	\$6,070
Year 6	\$6,456	\$5,837
Year 7	\$6,116	\$6,084
Year 8	\$6,443	\$6,424
Year 9	\$6,821	\$6,765
Year 10	\$7,287	\$7,103
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				

Friendswood

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	3	\$43,500	\$43,500
CAD Low Use Licenses	6	\$7,200	\$7,200
CAD Mobile	80	\$74,050	\$74,050
RMS Licenses	30	\$22,500	\$22,500
RMS Mobile	55	\$41,250	\$41,250
Interface Fees		\$25,200	\$25,200
Hardware/Software		\$114,062	\$113,776
Implementation		\$287,847	\$260,247
Total Software/Hardware		\$615,639	\$587,753
Discount		\$280,315	\$257,308
PremierOne Pricing		\$335,324	\$330,446
OPTIONS			
PremierOne Handheld	10	\$7,650	\$7,650
CC Responder eCitation			
Integrated Call Control	3	\$41,382	\$41,382
Astro25 Responder Location	90	\$36,000	\$36,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$71,250	\$63,893
Year 3	\$75,336	\$72,341
Year 4	\$77,392	\$75,503
Year 5	\$81,332	\$80,027
Year 6	\$85,485	\$76,962
Year 7	\$80,976	\$80,212
Year 8	\$85,306	\$84,706
Year 9	\$90,310	\$89,190
Year 10	\$96,486	\$93,659
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty		Warranty	Warranty
Year 2	Included		\$5,940	\$776
Year 3	Included		\$6,237	\$824
Year 4	Included		\$6,549	\$860
Year 5	Included		\$6,876	\$904
Year 6	Included		\$7,221	\$949
Year 7	Included		\$7,581	\$996
Year 8	Included		\$7,960	\$1,046
Year 9	Included		\$8,358	\$1,098
Year 10	Included		\$8,776	\$1,153

Alvin

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	3	\$43,500	\$43,500
CAD Low Use Licenses	6	\$7,200	\$7,200
CAD Mobile	35	\$32,410	\$32,410
RMS Licenses	39	\$29,250	\$29,250
RMS Mobile	35	\$26,250	\$26,250
Interface Fees		\$22,400	\$22,400
Hardware/Software		\$85,853	\$86,118
Implementation		\$216,657	\$196,982
Total Software/Hardware		\$463,520	\$439,855
Discount		\$210,988	\$194,757
PremierOne Pricing		\$252,532	\$249,353
OPTIONS			
PremierOne Handheld	60	\$45,900	\$45,900
CC Responder eCitation	60	\$24,917	\$24,917
Integrated Call Control	3	\$41,382	\$41,382
Astro25 Responder Location	148	\$58,800	\$58,800

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$53,628	\$48,361
Year 3	\$56,704	\$54,755
Year 4	\$58,252	\$57,149
Year 5	\$61,217	\$60,573
Year 6	\$64,343	\$58,253
Year 7	\$60,949	\$60,713
Year 8	\$64,208	\$64,115
Year 9	\$67,974	\$67,508
Year 10	\$72,623	\$70,891
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$10,500	Warranty	Warranty
Year 2	Included	\$10,500	\$5,940	\$1,276
Year 3	Included	\$10,500	\$6,237	\$1,354
Year 4	Included	\$10,500	\$6,549	\$1,415
Year 5	Included	\$10,500	\$6,876	\$1,486
Year 6	Included	\$10,500	\$7,221	\$1,560
Year 7	Included	\$10,500	\$7,581	\$1,638
Year 8	Included	\$10,500	\$7,960	\$1,720
Year 9	Included	\$10,500	\$8,358	\$1,806
Year 10	Included	\$10,500	\$8,776	\$1,896

Santa Fe

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	2	\$29,000	\$29,000
CAD Low Use Licenses	1	\$1,200	\$1,200
CAD Mobile	12	\$11,112	\$11,112
RMS Licenses	20	\$15,000	\$15,000
RMS Mobile	12	\$9,000	\$9,000
Interface Fees		\$11,200	\$11,200
Hardware/Software		\$33,452	\$33,368
Implementation		\$84,420	\$76,324
Total Software/Hardware		\$194,385	\$186,203
Discount		\$82,211	\$75,462
PremierOne Pricing		\$112,173	\$110,742
OPTIONS			
PremierOne Handheld	4	\$3,060	\$3,060
CC Responder eCitation			
Integrated Call Control	2	\$27,588	\$27,588
Astro25 Advanced Messaging & Responder Location			

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$20,896	\$18,738
Year 3	\$22,095	\$21,216
Year 4	\$22,698	\$22,143
Year 5	\$23,853	\$23,470
Year 6	\$25,071	\$22,571
Year 7	\$23,749	\$23,524
Year 8	\$25,019	\$24,842
Year 9	\$26,486	\$26,157
Year 10	\$28,298	\$27,468
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty		Warranty	
Year 2	Included		\$3,960	
Year 3	Included		\$4,158	
Year 4	Included		\$4,366	
Year 5	Included		\$4,584	
Year 6	Included		\$4,814	
Year 7	Included		\$5,054	
Year 8	Included		\$5,307	
Year 9	Included		\$5,572	
Year 10	Included		\$5,851	

Sugar Land

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	8	\$116,000	\$116,000
CAD Low Use Licenses	4	\$4,800	\$4,800
CAD Mobile	300	\$277,800	\$277,800
RMS Licenses	26	\$19,500	\$19,500
RMS Mobile	91	\$68,250	\$68,250
Interface Fees		\$28,000	\$28,000
Hardware/Software		\$217,749	\$217,929
Implementation		\$549,508	\$498,480
Total Software/Hardware		\$1,174,087	\$1,123,239
Discount		\$535,130	\$492,851
PremierOne Pricing		\$638,957	\$630,3
OPTIONS			
PremierOne Handheld	20	\$15,300	\$15,300
CC Responder eCitation	20	\$8,306	\$8,306
Integrated Call Control	6	\$82,764	\$82,764
Astro25 Responder Location	280	\$112,000	\$112,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$136,018	\$122,382
Year 3	\$143,819	\$138,562
Year 4	\$147,744	\$144,620
Year 5	\$155,265	\$153,285
Year 6	\$163,194	\$147,414
Year 7	\$154,586	\$153,638
Year 8	\$162,851	\$162,248
Year 9	\$172,404	\$170,835
Year 10	\$184,195	\$179,396
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$3,500	Warranty	Warranty
Year 2	Included	\$3,500	\$11,880	\$2,414
Year 3	Included	\$3,500	\$12,474	\$2,562
Year 4	Included	\$3,500	\$13,098	\$2,677
Year 5	Included	\$3,500	\$13,752	\$2,811
Year 6	Included	\$3,500	\$14,442	\$2,951
Year 7	Included	\$3,500	\$15,162	\$3,100
Year 8	Included	\$3,500	\$15,920	\$3,254
Year 9	Included	\$3,500	\$16,716	\$3,416
Year 10	Included	\$3,500	\$17,552	\$3,587

Deer Park

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	4	\$58,000	\$58,000
CAD Low Use Licenses	3	\$4,800	\$4,800
CAD Mobile	46	\$42,596	\$42,596
RMS Licenses	48	\$36,000	\$36,000
RMS Mobile	34	\$25,500	\$25,500
Interface Fees		\$39,200	\$39,200
Hardware/Software		\$115,910	\$115,797
Implementation		\$292,508	\$264,869
Total Software/Hardware		\$614,514	\$586,762
Discount		\$284,854	\$261,878
PremierOne Pricing		\$329,660	\$324,885
OPTIONS			
PremierOne Handheld	23	\$121,440	\$121,440
CC Responder eCitation			
Integrated Call Control	4	\$55,176	\$55,176
Astro25 Responder Location	200	\$80,000	\$80,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$72,404	\$65,028
Year 3	\$76,556	\$73,625
Year 4	\$78,645	\$76,844
Year 5	\$82,649	\$81,449
Year 6	\$86,870	\$78,329
Year 7	\$82,287	\$81,636
Year 8	\$86,687	\$86,211
Year 9	\$91,772	\$90,774
Year 10	\$98,049	\$95,323
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i> <i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty		Warranty	Warranty
Year 2	Included		\$7,920	\$1,724
Year 3	Included		\$8,316	\$1,830
Year 4	Included		\$8,732	\$1,912
Year 5	Included		\$9,168	\$2,008
Year 6	Included		\$9,628	\$2,108
Year 7	Included		\$10,108	\$2,214
Year 8	Included		\$10,614	\$2,324
Year 9	Included		\$11,144	\$2,440
Year 10	Included		\$11,701	\$2,562

La Porte

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	6	\$87,000	\$87,000
CAD Low Use Licenses	7	\$8,400	\$8,400
CAD Mobile	100	\$92,600	\$92,600
RMS Licenses	40	\$30,000	\$30,000
RMS Mobile	55	\$41,250	\$41,250
Interface Fees		\$30,800	\$30,800
Hardware/Software		\$134,584	\$135,229
Implementation		\$339,635	\$309,317
Total Software/Hardware		\$764,269	\$734,597
Discount		\$330,748	\$305,824
PremierOne Pricing		\$433,521	\$428,773
OPTIONS			
PremierOne Handheld	100	\$76,500	\$76,500
CC Responder eCitation	10	\$4,153	\$4,153
Integrated Call Control	5	\$68,970	\$68,970
Astro25 Responder Location	82	\$32,800	\$32,800

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$84,069	\$75,940
Year 3	\$88,890	\$85,981
Year 4	\$91,316	\$89,740
Year 5	\$95,965	\$95,117
Year 6	\$100,865	\$91,473
Year 7	\$95,545	\$95,336
Year 8	\$100,653	\$100,678
Year 9	\$106,558	\$106,007
Year 10	\$113,846	\$111,319
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty	\$1,750	Warranty	Warranty
Year 2	Included	\$1,750	\$9,900	\$707
Year 3	Included	\$1,750	\$10,395	\$750
Year 4	Included	\$1,750	\$10,915	\$784
Year 5	Included	\$1,750	\$11,460	\$823
Year 6	Included	\$1,750	\$12,035	\$864
Year 7	Included	\$1,750	\$12,635	\$908
Year 8	Included	\$1,750	\$13,267	\$953
Year 9	Included	\$1,750	\$13,930	\$1,000
Year 10	Included	\$1,750	\$14,627	\$1,050

Port of Houston

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	5	\$72,500	\$72,500
CAD Low Use Licenses	6	\$7,200	\$7,200
CAD Mobile	43	\$39,818	\$39,818
RMS Licenses	16	\$12,000	\$12,000
RMS Mobile	25	\$18,750	\$18,750
Interface Fees		\$19,600	\$19,600
Hardware/Software		\$28,033	\$28,008
Implementation		\$70,744	\$64,064
Total Software/Hardware		\$268,645	\$261,940
Discount		\$68,893	\$63,340
PremierOne Pricing		\$199,752	\$198,599
OPTIONS			
PremierOne Handheld			
CC Responder eCitation			
Integrated Call Control	5	\$68,970	\$68,970
Astro25 Responder Location	50	\$20,000	\$20,000

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$17,511	\$15,728
Year 3	\$18,515	\$17,808
Year 4	\$19,021	\$18,586
Year 5	\$19,989	\$19,700
Year 6	\$21,010	\$18,945
Year 7	\$19,901	\$19,745
Year 8	\$20,966	\$20,852
Year 9	\$22,195	\$21,955
Year 10	\$23,713	\$23,056
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1			Warranty	Warranty
Year 2			\$9,900	\$431
Year 3			\$10,395	\$458
Year 4			\$10,915	\$478
Year 5			\$11,460	\$502
Year 6			\$12,035	\$527
Year 7			\$12,635	\$554
Year 8			\$13,267	\$581
Year 9			\$13,930	\$610
Year 10			\$14,627	\$641

Seabrook

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses	2	\$29,000	\$29,000
CAD Low Use Licenses	3	\$3,600	\$3,600
CAD Mobile	16	\$14,816	\$14,816
RMS Licenses	15	\$11,250	\$11,250
RMS Mobile	1	\$750	\$750
Interface Fees		\$22,400	\$22,400
Hardware/Software		\$39,153	\$38,958
Implementation		\$98,807	\$89,110
Total Software/Hardware		\$219,776	\$209,884
Discount		\$96,221	\$88,104
PremierOne Pricing		\$123,555	\$121,780
OPTIONS			
PremierOne Handheld			
CC Responder eCitation			
Integrated Call Control	2	\$27,588	\$27,588
Astro25 Responder Location			

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$24,457	\$21,877
Year 3	\$25,860	\$24,770
Year 4	\$26,566	\$25,853
Year 5	\$27,918	\$27,402
Year 6	\$29,344	\$26,352
Year 7	\$27,796	\$27,465
Year 8	\$29,282	\$29,004
Year 9	\$31,000	\$30,539
Year 10	\$33,120	\$32,069
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1			Warranty	
Year 2			\$3,960	
Year 3			\$4,158	
Year 4			\$4,366	
Year 5			\$4,584	
Year 6			\$4,814	
Year 7			\$5,054	
Year 8			\$5,307	
Year 9			\$5,572	
Year 10			\$5,851	

Morgan's Pointe

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price	List Price
PremierOne Pricing		GRID Consortium	w/Galveston County
CAD Licenses			
CAD Low Use Licenses			
CAD Mobile	4	\$3,704	\$3,704
RMS Licenses	4	\$3,000	\$3,000
RMS Mobile	4	\$3,000	\$3,000
Interface Fees		\$2,800	\$2,800
Hardware/Software		\$4,723	\$4,721
Implementation		\$11,919	\$10,798
Total Software/Hardware		\$29,146	\$28,022
Discount		\$11,607	\$10,676
PremierOne Pricing		\$17,539	\$17,347
OPTIONS			
PremierOne Handheld			
CC Responder eCitation	4	\$1,661	\$1,661
Integrated Call Control			
Astro25 Responder Location	8	\$3,200	\$3,200

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	W/Galveston County
Year 1	Warranty	Warranty
Year 2	\$2,950	\$2,651
Year 3	\$3,119	\$3,001
Year 4	\$3,205	\$3,133
Year 5	\$3,368	\$3,320
Year 6	\$3,540	\$3,193
Year 7	\$3,353	\$3,328
Year 8	\$3,532	\$3,514
Year 9	\$3,740	\$3,700
Year 10	\$3,995	\$3,886
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1		\$700		Warranty
Year 2		\$700		\$69
Year 3		\$700		\$73
Year 4		\$700		\$76
Year 5		\$700		\$80
Year 6		\$700		\$84
Year 7		\$700		\$89
Year 8		\$700		\$93
Year 9		\$700		\$98
Year 10		\$700		\$102

Galveston County

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price
PremierOne Pricing		GRID Consortium
CAD Licenses	5	\$72,500
CAD Low Use Licenses	5	\$9,600
CAD Mobile	140	\$198,576
RMS Licenses	400	\$37,500
RMS Mobile	115	\$126,000
Interface Fees		\$19,600
CommandCentral Jail		\$934,141
Hardware/Software		\$306,076
Implementation		\$700,103
Total Software/Hardware		\$2,554,310
Discount		\$822,196
PremierOne Pricing		\$1,732,113
OPTIONS		
PremierOne Handheld	3	\$2,295
CC Responder eCitation		
Integrated Call Control	5	\$68,970
Astro25 Responder Location	800	\$320,000

Annual Maintenance Pricing

Standard Maintenance Summary	PremierOne Suite	CommandCentral Jail
Year 1	Warranty	Warranty
Year 2	\$171,882	\$30,238
Year 3	\$194,607	\$30,238
Year 4	\$203,115	\$30,238
Year 5	\$215,285	\$30,238
Year 6	\$207,039	\$30,238
Year 7	\$215,781	\$30,238
Year 8	\$227,873	\$30,238
Year 9	\$239,934	\$30,238
Year 10	\$251,957	\$30,238
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1	Warranty		Warranty	Warranty
Year 2	Included		\$9,900	\$6,896
Year 3	Included		\$10,395	\$7,320
Year 4	Included		\$10,915	\$7,648
Year 5	Included		\$11,460	\$8,032
Year 6	Included		\$12,035	\$8,432
Year 7	Included		\$12,635	\$8,856
Year 8	Included		\$13,267	\$9,296
Year 9	Included		\$13,930	\$9,760
Year 10	Included		\$14,627	\$10,248

Port of Galveston

Software, Services & Hardware Pricing

This pricing includes the modules that we identified as being important for your agencies. The price will change if you decide to add or remove modules. A summary of the purchase price for all modules identified in the proposal is as follows:

Description	Count	List Price
PremierOne Pricing		GRID Consortium
CAD Licenses	2	\$29,000
CAD Low Use Licenses	1	\$1,200
CAD Mobile	23	\$21,298
RMS Licenses	5	\$3,750
RMS Mobile	23	\$17,250
Interface Fees		\$11,200
Hardware/Software		\$87,825
Implementation		\$200,887
Total Software/Hardware		\$372,410
Discount		\$198,618
PremierOne Pricing		\$173,792
OPTIONS		
PremierOne Handheld		
CC Responder eCitation		
Integrated Call Control		
Astro25 Advanced Messaging & Responder Location		

Annual Maintenance Pricing

Standard Maintenance Summary	GRID Consortium	
Year 1	Warranty	
Year 2	\$49,320	
Year 3	\$55,840	
Year 4	\$58,282	
Year 5	\$61,774	
Year 6	\$59,408	
Year 7	\$61,916	
Year 8	\$65,386	
Year 9	\$68,846	
Year 10	\$72,296	
<i>Note: Maintenance pricing is based on 2021 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.</i>		
<i>Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.</i>		

Options Maintenance	PremierOne Handheld	eCitation	Integrated Call Control	Astro25 Integration
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				

OPTIONAL COMMANDCENTRAL EVIDENCE PRICING

(DIGITAL EVIDENCE)

Proposal Item Description	Total \$ Amount
Vault Application Subscription (Year 1 through 10), Implementation and Interfaces	\$49,960
Implementation & Installation Services	\$10,385
Total	\$60,345
(See Annual Pricing Detail below) Grand Total	\$60,345

Yearly Pricing Breakdown	
Upfront Costs for Hardware, Accessories and Implementation plus Year 1 Subscription Fee	\$15,381
Year 2	\$4,996
Year 3	\$4,996
Year 4	\$4,996
Year 5	\$4,996
Year 6	\$4,996
Year 7	\$4,996
Year 8	\$4,996
Year 9	\$4,996
Year 10	\$4,996



3/24/21

Texas Municipality

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23985 are valid for contracts that are executed and returned to Motorola on or before December 23, 2021. After 12/23/21, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address _____

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____

7. Payment remit to address:

Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23985

LESSEE:

Texas Municipality

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security

interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

[OPTIONAL PARAGRAPH]

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$XXXXXX SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of August, 2021.

LESSEE:

Texas Municipality

By: _____

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of Texas Municipality , an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23985**, between Texas Municipality and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal Texas Municipality , hereto this _____ day of August, 2021.

By: _____

SEAL

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23985 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for Texas Municipality

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A
Lease Number: 23985**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23985** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and Texas Municipality ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: 1/1/2021

First Payment Due Date: 1/1/2023

2 annual payments of XXXXX as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Schedule B Amortization Schedule will be show here

INITIAL INSURANCE REQUIREMENT: \$ _____

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Sample

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **23985** to that Equipment Lease Purchase Agreement number **23985** will be maintained by the Texas Municipality as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of **local** insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **23985**, Texas Municipality, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 23985 to that Equipment Lease Purchase Agreement number 23985 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 23985 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of Texas Municipality ?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 23985

Lease Schedule A No. : 23985

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23985. See Schedule A for a detailed Equipment List.

LESSEE: Texas Municipality

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Texas Municipality Lease No. 23985) held on or before the execution date of the Lease, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Texas Municipality (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

IRS 8038G form will be included

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding the purchase of new public safety software.

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Chief of Police presents options for the City Council's consideration for a new public safety software solution.

The funding source for the purchase will be unassigned General Fund balance in Fiscal Year 2022-23.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

RECOMMENDATIONS

None

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 08/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding National Cybersecurity Awareness Month.

Originating Department: Information Technology

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Cybersecurity Awareness Month – observed every October – was created as a collaborative effort between government and industry to ensure every American has the resources they need to stay safer and more secure online.

Since its original inception under leadership from the U.S. Department of Homeland Security and the National Cyber Security Alliance, Cybersecurity Awareness Month has grown exponentially, reaching consumers, small and medium-sized businesses, corporations, educational institutions and young people across the nation. Now in its 18th year, Cybersecurity Awareness Month continues to build momentum and impact co-led by NCSA and the Cybersecurity and Infrastructure Agency (CISA).

The line between our online and offline lives is indistinguishable. In these tech-fueled times, our homes, societal well-being, economic prosperity and nation's security are impacted by the internet.

The overarching theme for Cybersecurity Awareness Month 2021 is "Do Your Part. #BeCyberSmart." The theme empowers individuals and organizations to own their role in protecting their part of cyberspace. If everyone does their part – implementing stronger security practices, raising community awareness, educating vulnerable audiences or training employees – our interconnected world will be safer and more resilient for everyone.

<https://staysafeonline.org/cybersecurity-awareness-month/about-the-month/>

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CybersecurityAwarenessMonth_SLTTProclamationTemplate2021-1

<INSERT NAME OF GOVERNMENT ENTITY>
Office of the <INSERT LEADERSHIP POSITITON TITLE>

Support of Cybersecurity Awareness Month 2021

WHEREAS, the <INSERT NAME OF GOVERNMENT ENTITY> recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and

WHEREAS, critical infrastructure (i.e., financial services, educational institutions, energy, telecommunications, transportation, utilities, health care, and emergency response systems, etc.) is increasingly reliant on the support of information systems and technology; and

WHEREAS, cybersecurity education and awareness is crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet, be it with a computer, mobile phone, or other internet-connected device; and

WHEREAS, monitoring your accounts, being conscientious of what you share online, keeping computer software up to date, creating unique passwords and changing them regularly, installing antivirus programs and firewalls, and using mobile devices and other internet-connect devices safely are ways people and organizations can protect themselves from phishing, viruses, ransomware, other types of malware, financial loss, and loss of sensitive data; and

WHEREAS, we showcase the need to inspire, engage, and inform the public about the demand, opportunities, and career options available within the area of cybersecurity and highlight how building the nation's and <INSERT NAME OF JURISDICTION>'s cybersecurity workforce enhances the nation's security and promotes economic prosperity; and

WHEREAS, I <INSERT NAME AND LEADERSHIP POSITITON TITLE> am dedicated to providing every individual and public and private organization in <INSERT NAME OF JURISDICTION> the resources necessary to ensure the understanding, implementation, and success of Cybersecurity Awareness Month to help the citizens of <INSERT NAME OF JURISDICTION> stay safe online and connect with confidence; and

WHEREAS, the STOP. THINK. CONNECT.™ Campaign serves as the national cybersecurity public awareness campaign, implemented through a coalition of private companies, nonprofit, government organizations, and academic institutions working together to increase the public's understanding of cyber threats and empowering Americans to be safer and more secure online; and

WHEREAS, the National Institute of Standards and Technology (NIST) Cybersecurity Workforce Framework is a free resource to help organizations (both large and small, public, and private) improve their cybersecurity practices through a practical approach to addressing the ever-evolving cybersecurity threats and challenges; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of essential cyber hygiene will improve the security of <INSERT NAME OF GOVERNMENT ENTITY>'s information, infrastructure, and economy; and

WHEREAS, the <INSERT NAME OF GOVERNMENT ENTITY CYBERSECURITY CENTER OR PROGRAM> was established in <INSERT MONTH AND YEAR> to enhance and protect the <INSERT NAME OF GOVERNMENT ENTITY>'s cybersecurity ecosystem; and

WHEREAS, the Federal Government of the United States of America, the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (www.cisa.gov), the Multi-State Information Sharing and Analysis Center (<https://www.cisecurity.org/ms-isac>), the National Association of State Chief Information Officers (www.nascio.org), and the National Cyber Security Alliance (www.staysafeonline.org) all recognize October as Cybersecurity Awareness Month; and all citizens are encouraged to visit these websites, along with <INSERT THE NAME OF THE GOVERNMENT ENTITY CYBERSECURITY AGENCY URL> and the STOP. THINK. CONNECT.™ Campaign website (www.cisa.gov/stopthinkconnect or www.stopthinkconnect.org) to learn about cybersecurity to put that knowledge into practice in their homes, schools, workplaces, and businesses;

Now, therefore, I, _____, <INSERT LEADERSHIP POSITION> of the <INSERT GOVERNMENT ENTITY>, do hereby proclaim that the <INSERT GOVERNMENT ENTITY> is officially supporting Cybersecurity Awareness Month 2021.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/28/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update on Friendswood Volunteer Fire Department Stop the Bleed Course.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On Sunday September 26, the Friendswood VFD gave a Stop the Bleed Course and Ready to React course to the members of the Yellow Ribbon Fund, Inc. an group that supports caregivers and families of wounded warriors. Among the attendees were 3 wounded warriors.

In a STOP THE BLEED® course, you're taught three quick techniques to help save a life before someone bleeds out: (1) How to use your hands to apply pressure to a wound; (2) How to pack a wound to control bleeding; (3) How to correctly apply a tourniquet. These three techniques will empower you to assist in an emergency and potentially save a life.

Ready to React courses train people to be able to quickly identify medical emergencies and call 911 without hesitation.

Thank you to the Friendswood Volunteer Fire Department for spreading awareness and educating the community in these lifesaving skills.

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: October 4, 2021

Date submitted: 08/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on RFQ 2021-06 regarding the Deepwood Flood Control Project.

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

This item is for Council's review and approval of 5Engineering for professional engineering services on the Deepwood Flood Control Project. This project is part of Contract No 20-065-134-C451 between the City of Friendswood and the Texas General Land Office (GLO) from the Community Development Block Grant Disaster Recovery Infrastructure Projects Harvey Round 1 Funding. The contract for professional engineering services will include engineering design and project management services throughout all phases of this project.

The Deepwood Flood Control Project involves proposed terracing along approximately 800 linear feet of Clear Creek between Cowart Creek and Deepwood Drive. This channel improvement will provide additional capacity in the Clear Creek floodplain.

5Engineering was selected from twelve applicants to the Deepwood Flood Control Project Request for Qualifications for Professional Engineering Services. 5Engineering has over ten years of experience with engineering design and project management on flood control projects and has extensive practice with flood risk reduction projects in the Clear Creek watershed.

The engineering services costs are estimated not to exceed \$236,369. The funding source for the expense will be unassigned general fund balance and will be reimbursed once grant funding has been received.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Council's selection of 5Engineering will allow engineering services to commence on the Deepwood Flood Control Project immediately. This project will provide flood reduction benefits in the Clear Creek floodplain along Deepwood Drive adjacent to the old Public Works Facility which was flooded during Hurricane Harvey.

RECOMMENDATIONS

Staff recommends Council approve the contract for professional engineering services with 5Engineering.

ATTACHMENTS

1. 00410 - Standard Agreement for Professional Services - Engineering - Deepwood Flood Control Project_Redacted
2. Form 1295_Redacted

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

SS

CONTRACT FOR PROFESSIONAL SERVICES - ENGINEER

THIS AGREEMENT, entered into as of this fourth day of October, 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 5ENGINEERING, 11200 Westheimer Rd., #353, Houston, TX 77042 (hereinafter called the "ENGINEER") acting herein by Kelly Humphries, PE, Principal hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ENGINEER 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 the Deepwood Flood Control Project: NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ENGINEER

The CITY hereby agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Galveston County, Texas.

II. SCOPE OF SERVICES

Engineering services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, surveying, plans, and specifications for the Deepwood Flood Control Project.

The ENGINEER shall also prepare detailed cost estimates of authorized construction, and shall use reasonable skill and care befitting the profession in preparing cost estimates that shall reflect current, local construction costs or current wage rate.

The services rendered by ENGINEER for the Project to be designed for construction are divided into three (3) distinct and sequential phases as follows:

Preliminary Phase – Preliminary studies, layouts, and cost estimates

Design Phase – Preparation of plans, specifications and contract documents

Construction Phase – CITY’S representative during construction

The work is further described in detail on Attachment A – 5ENGINEERING proposal dated September 17, 2021 and shall include a proposed schedule for design of the project.

The ENGINEER shall review submittals, substitutions, pay requests and/or change order requests and make recommendations to the CITY. The ENGINEER has no authority to approve any changes to the Construction Documents, Design, Materials, Contract Amount, or Contract Time nor make any other decisions on behalf of the CITY, only the CITY has this authority, and the ENGINEER’S responsibilities are in an advisory capacity only.

Certain elements of the engineering work shall be performed as Basic Services; others shall be performed as Additional Services. Those elements of the engineering work which cannot be accurately pre-determined or controlled entirely by the ENGINEER shall be performed as Additional Services.

A. BASIC SERVICES

1. PRELIMINARY PHASE

- a. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project Design, including review of activities of subcontracted engineers.
- b. Attend preliminary conference with the CITY and other interested parties regarding the project in order to further define the work.
- c. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER, may be required, and arrange for such work to be done, for the CITY’S account.
- d. Prepare a preliminary engineering report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the CITY, including preliminary layouts, and cost estimates, and setting forth clearly the ENGINEER’S recommendations.

2. DESIGN PHASE

- a. Provide Project Management service to direct, supervise and coordinate the various items of work within the project,

including review of the activities of subcontracted engineers.

- b.** Establish the scope of any additional soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER may be required for design, and arrange for such work to be done, for the CITY'S account.
- c.** Furnish to the CITY, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning advances).
- d.** Perform field surveys to collect information which in the opinion of the ENGINEER is required for design, including photogrammetry, and related office computations and drafting.
- e.** Prepare detailed specifications, contract drawings, and bidding documents to be included in contract documents for construction authorized by the CITY, to include a complete set of Mylar drawings with signature blocks for approval by the appropriate entities.
- f.** Prepare detailed cost estimates of authorized construction. The ENGINEER shall use reasonable skill and care befitting the profession in preparing cost estimates that will reflect current, local construction costs.
- g.** Furnish the CITY all necessary copies of approved Contract Documents including notices to bidders and proposal forms, up to twenty (20) sets.

3. CONSTRUCTION PHASE

- a.** Provide Project Management services to direct, supervise and coordinate the various items of work within the Project, including review of activities of subcontracted engineers.
- b.** Assist the CITY in the advertisements of the project for bids.
- c.** Assist the CITY in the opening and tabulation of bids for construction of the Project, and consult with the CITY as the proper action to be taken, based on the engineering considerations involved.

- d. Assist in the preparation of formal Contract Documents.
- e. Provide routine horizontal and vertical controls for use by Contractor to do his detailed construction staking.
- f. Make periodic visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) as intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents. ENGINEER shall work closely with the Resident Project Representative (as required by CITY) to ensure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents.
- g. Provide services of a Resident Project Representative and other field personnel as required for on-the-site determination of the quantities and quality of the work done by the Contractor, and to provide construction records, reports and information to the ENGINEER or Project Engineer.
- h. Arrange for construction testing as required by the Project, for the CITY'S account.
- i. Consult and advise with the CITY; issue all instructions to the Contractor requested by the CITY; and prepare and issue routine change orders with CITY'S approval. On matters requiring the CITY'S involvement, the ENGINEER shall provide the CITY'S designated representative with all facts germane to such matters along with a complete recommendation for the CITY to consider. Upon the decision of the CITY, the ENGINEER shall be notified of the CITY'S decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical.

The ENGINEER shall have other duties in this regard that may be included in the General Conditions of construction Contract Documents.

- k. Review samples, catalog data, schedules, shop drawings,

laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the CITY and covers only general conformance with the information given by the Contract Documents. The Contractor shall review and stamp his approval on submittals prior to submitting to ENGINEER, and review by the ENGINEER shall not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

- I. Obtain and review monthly the final estimates for payments to Contractors, and furnish to the CITY any recommended payments to Contractors; and assemble written guarantees which are required by the Contract Documents.
- m. Conduct, in company with the CITY, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect CITY'S final payment to the Contractor.

B. ADDITIONAL SERVICES

All work performed by ENGINEER at request of CITY which is not included in the Basic Services defined above, shall constitute Additional Services. Unless included in said Basic Services, Additional Services may include but are not limited to the following:

- 1. Studies, tests, and process determination to establish basis of design for water and waste treatment facilities.
- 2. Land surveys, and establishment of boundaries and monuments, and related office computation and drafting.
- 3. Preparation of property or easement descriptions.
- 4. Preparation of any special reports required for marketing of bonds.
- 5. Small design assignments (estimated construction cost less than \$100,000).
- 6. Appearances before regulatory agencies.
- 7. Assistance to the CITY as an expert witness in any litigation with

third parties, arising from the development or construction of the Project, including preparation of engineering data and reports.

8. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certification of force account construction performed by the CITY.
9. Special soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
10. Detailed mill, shop and/or laboratory inspection of materials or equipment.
11. Travel and subsistence required of the ENGINEER and authorized by the CITY to points other than CITY'S or ENGINEER'S offices and Project site.
12. Additional copies of reports over ten (10) sets and additional sets of Contract Document over twenty (20) sets.
13. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
14. Preparation of environmental statements and assistance to CITY in preparing for, and attending public hearings.
15. Plotting, computing, and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.
16. Revision of contract drawings after a definite plan has been approved by the CITY, redrawing of plans to show work as actually constructed.
17. Services after issuance of Certificate of Substantial Completion.
18. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by Client.
19. Preparation of operating instructions and manuals for facilities and training of personnel and assistance in operation of facilities.

20. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; services rendered after prolongation of construction contract time by more than twenty percent (20%); acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.
21. Providing any other service not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
22. Any other special or miscellaneous assignments specifically authorized by CITY.
23. Provide consultation for replacement of the Work resulting from fire or other causes during construction.

III. TIME OF PERFORMANCE

ENGINEER shall proceed immediately upon execution of this Contract with performance of the services called for under the Basic Services with completion within three hundred and sixty five (365) calendar days after execution, unless delayed by causes outside the control of ENGINEER, and shall proceed with subsequent work only on authorization by CITY. ENGINEER 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 ENGINEER

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 ENGINEER as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ENGINEER 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 Engineering and other

professional services) shall not exceed the sum of two hundred thirty six thousand three hundred sixty nine Dollars and no Cents (\$236,369.00) unless specifically authorized by the CITY.

B. PAYMENT

ENGINEER shall invoice CITY monthly for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

CITY agrees to pay ENGINEER 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 ENGINEER 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 ENGINEER'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. ENGINEER shall not charge for corrections of errors and omissions, by the ENGINEER, to the design of the project.
4. ENGINEER shall be responsible for large number of change orders due to errors or omissions of Design and Construction Documents.

VI. RECORDS

ENGINEER 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 ENGINEER 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. ENGINEER may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings and specifications prepared by ENGINEER 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 ENGINEER for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaption shall entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

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 ENGINEER 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, subcontractor 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):

- 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.** ENGINEER 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 ENGINEER'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two years (2 Yr) after the ENGINEER'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed twenty-five thousand dollars (\$25,000) unless specifically approved by the CITY.

ENGINEER shall cause ENGINEER'S insurance company or insurance agent to fill in all information required (including names of insurance agencies, ENGINEER 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, ENGINEER 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. ENGINEER 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.** ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER 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 ENGINEER 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, but the ENGINEER, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. ENGINEER shall immediately make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.
- B.** If services include periodic visits to the site to observe work performed by another Contractor, ENGINEER shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER 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 ENGINEER or otherwise brought to the ENGINEER'S attention in the course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.
- C.** In connection with the services of Resident Project Representatives, ENGINEER shall use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the ENGINEER shall use its best efforts to see that the Project Representatives are on the job to perform their required duties.
- D.** In performing these services, the ENGINEER shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

X. INDEMNIFICATION

ENGINEER 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 ENGINEER, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBENGINEERS IN THE PERFORMANCE OF THIS AGREEMENT.

ENGINEER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ENGINEER 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. ENGINEER 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 ENGINEER'S EMPLOYEES. FURTHER, ENGINEER 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 SUBENGINEER OR SUPPLIER OF ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER OR AS A RESULT OF ENGINEER'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ENGINEER 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 ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO ENGINEER REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE ENGINEER SHALL REQUIRE ALL OF ITS APPROVED SUBENGINEERS 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:

CITY OF FRIENDSWOOD
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: Bria A. Whitmire, PE, CFM
Title: Projects Coordinator

ENGINEER:

5ENGINEERING
11200 Westheimer Rd., #353
Houston, TX 77042
Attn: Kelly Humphries, PE
Title: Principal

All notices and communications under this Contract shall be mailed or delivered to CITY and ENGINEER 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 ENGINEER 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 respect to all covenants of this Contract. Except as above, neither the CITY nor the ENGINEER 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 ENGINEER shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the ENGINEER 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 ENGINEER 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 ENGINEER under this Contract shall become the property of the CITY, and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER 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 ENGINEER and the CITY may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the CITY from the ENGINEER 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 ENGINEER. If the Contract is terminated by the CITY as provided herein, the ENGINEER 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 ENGINEER, 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 ENGINEER under this Contract. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER shall be incorporated in written amendments to this Contract.

XVII. PERSONNEL

- A.** The ENGINEER 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 ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
- C.** None of the work or services covered by this 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 ENGINEER shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this 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 ENGINEER 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 ENGINEER 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 ENGINEER AND EMPLOYEES

The ENGINEER 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 ENGINEER further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ENGINEER.

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.

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of ENGINEER by Kelly Humphries, PE its Principal shown below, and on behalf of the CITY by Mike Foreman, its Mayor, thereto duly authorized this fourth day of October, 2021.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT
ACCEPTED:**

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

DATE: _____

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

**PROFESSIONAL SERVICES
FOR ENGINEER**

PROPOSED AND AGREED TO:

ENGINEER:

5ENGINEERING

BY: Kelly Humphreys
PRINCIPAL

DATE: 9/22/2021

ATTEST:

Elizabeth Parent
(OFFICER OR SECRETARY)



September 17, 2021

Bria Whitmire, PE, CFM
Projects Coordinator
Engineering Department
City of Friendswood
15355 Blackhawk Blvd
Friendswood, TX 77546

Re: Deepwood Flood Control Project PER and Design Phase

Dear Ms. Whitmire:

5e engineering, llc (5e) is pleased to provide this proposal for the Deepwood Channel Improvements project. The project will include hydrologic and hydraulic (H&H) analysis, environmental services, geotechnical investigation, surveying and design services for the proposed channel improvements. This effort involves submitting a preliminary engineering report (PER) and final design plans as well as providing bid phase services and construction phase services.

The Deepwood Flood Control Project involves proposed terracing along approximately 800 linear feet of Clear Creek between Cowart Creek and Deepwood Drive. This channel improvement will provide additional capacity in Clear Creek. The PER will determine the dimensions of the proposed channel improvements required to achieve a no-impact solution in addition to provide design plans for the project.

The detailed fee break-down is shown in **Exhibit 1**.

BASIC SCOPE OF SERVICES

1. Project Management

This task includes coordination with City of Friendswood staff and Harris County Flood Control District (HCFCD) throughout the project. It is estimated that the project will include four (4) meetings, including project kick-off. This task also includes coordination with the subconsultants.

2. Preliminary Engineering Report (PER)

a) H&H Analysis

i. Existing Conditions

5e will obtain the hydrologic and hydraulic models developed by RPS for the proposed offline detention basin located downstream of this project. The effective HEC-RAS model will be truncated and converted into an unsteady model. The hydraulic model (RAS) will be updated to include

additional cross-sections along the proposed project area. The models will include four (4) effective rainfall events (2-, 10-, 100-, and 500-year).

ii. Proposed Conditions

The hydraulic model geometry will be updated to reflect the proposed channel improvements and the Forest Bend Detention pond, using the stage-volume and outfall information from the RPS model. The model will be iterated to establish the extents of the channel improvements until it results in a no-impact solution. The models will include four (4) effective rainfall events (2-, 10-, 100-, and 500-year) using Atlas 14 rainfall.

iii. Documentation

A preliminary engineering report (PER) will be created to describe the modeling approach and document the no impact solution. This PER will be submitted to HCFCDD for review. This task includes addressing any comments.

b) 30% Design Plans

Plans for 30% submittal will be prepared by Lloyd Engineering with 5e providing necessary H&H calculations and data. 5e will also provide support in organizing the submittal.

3. Final Design Plans

Plans for the final design submittal will be prepared by Lloyd Engineering with 5e providing necessary H&H calculations and data. 5e will also provide support in organizing the submittal.

4. Bid Phase Services

The 5e team will assist the City with the public bid of the project by preparing bid documents, answering requests for information (RFIs) and providing addenda as needed. The scope and fee are based on the project being bid as one construction project for the improvements. The 5e team will attend one pre-bid site visit and meeting.

5. Construction Phase Services

The 5e team will attend and prepare an agenda and meeting minutes for one construction phase kick-off meeting with the selected Contractor at the City's offices to coordinate administration activities. The 5e team will assist the City with construction phase services by reviewing technical specification submittals, RFIs, change orders as needed, and pay application reviews and approvals. The 5e team will attend two construction phase close out meetings, for substantial and final completion inspections and identify project deficiencies and procedures to complete the project.

ADDITIONAL SERVICES – DETENTION POND

1. Detention Pond Analysis and Design

If it is determined the proposed channel improvements will require an additional detention pond in order to provide mitigation, 5e will update the models and iterate until a no impact solution is reached. Four (4) frequencies will be analyzed: the 2-, 10-, 100-, and 500-year

storm events. The team will update the PER to include the proposed detention pond and add the detention pond design to the plans.

SUBCONSULTANT SERVICES

Below is the list of subconsultants **5e** has solicited in order to prepare the PER and final design plans as well as provide bid phase services and construction phase services for the Deepwood Flood Control Project.

1. Lloyd Engineering – Design Plans, Bid Phase Services, Construction Phase Services

See Exhibit 2 for description of services and fees.

2. Aviles Engineering – Geotechnical Engineering

See Exhibit 3 for description of services and breakdown of fees.

3. Tri-Tech – Surveying

See Exhibit 4 for description of services and breakdown of fees.

5e proposes to complete the Basic Scope of Services, not including a detention pond, for a fee of **\$204,869**. A breakdown of the fee is included in **Exhibit 1**. A breakdown of the subconsultant fees can be found in Exhibits 2-4. Final plans can be completed within **9 months** of notice to proceed.

EXCLUSIONS

1. The proposed scope does not include LOMR services or any FEMA submittals.
2. The proposed scope does not include any environmental services or permitting through the GLO or USACE. It is our understanding that this work is either not required or has been completed (by others).

Please feel free to call at 832-800-3483 (Ext. 102) or email me at liz@5engineering.com with any comments or questions. We look forward to working with you on this endeavor.

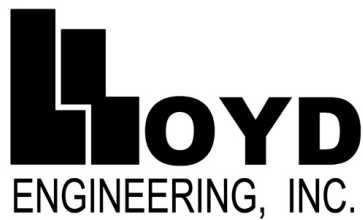
Sincerely,



Elizabeth O. Parent, P.E.
Principal

EXHIBIT 1
Deepwood Flood Control Project
Level of Effort

Task Description	Subconsultant Fee	Senior PE	PE	EIT	Cost
	(without 8% markup)	\$195	\$160	\$120	(\$)
BASIC SERVICES (PRIME)					
1. Project Management					
Project Kick-Off Meeting with City		2	2	2	\$ 950
Manage and Coordinate with Subs		4	4	8	\$ 2,380
Ongoing Coordination with City & HCFC		6	6	6	\$ 2,850
2. PER					
a. H&H Analysis					
<i>i. Existing Conditions</i>					
Evaluate RPS Models			4	4	\$ 1,120
Update RAS Model x-sections		2	4	16	\$ 2,950
Develop Revised Existing RAS (4 Freq.)		1	2	8	\$ 1,475
Develop Revised Existing HMS (4 Freq.)		1	2	8	\$ 1,475
<i>ii. Proposed Conditions</i>					
Update Geometries for Terracing (3)		4	4	16	\$ 3,340
Iterate for No Impact (4 Freq.)		4	12	60	\$ 9,900
<i>iii. Documentation</i>					
Develop PER		4	24	16	\$ 6,540
Address HCFC review comments		2	6	8	\$ 2,310
b. 30% Design Plans					
PER Support		1	8	16	\$ 3,395
Lloyd Engineering (SEE SUBCONSULTANTS SECTION)					
3. Final Design Plans					
Final Design Support		2	8	16	\$ 3,590
Lloyd Engineering (SEE SUBCONSULTANTS SECTION)					
4. Bid Phase Services					
Lloyd Engineering (SEE SUBCONSULTANTS SECTION)					
5. Construction Phase Services					
Lloyd Engineering (SEE SUBCONSULTANTS SECTION)					
BASIC SERVICES (SUBCONSULTANTS)					
1. Lloyd Engineering					
a. Design Plans - 30% (PER), 60%, 90% and Final	\$ 76,905				\$ 83,057
b. Bid Phase Services	\$ 3,500				\$ 3,780
c. Construction Phase Services	\$ 16,500				\$ 17,820
2. Aviles - Geotechnical Engineering	\$ 23,645				\$ 25,537
3. Tri-Tech - Surveying	\$ 30,000				\$ 32,400
ADDITIONAL SERVICES (Detention Pond)					
A. H&H Analysis - Detention Pond					
Iterate for No Impact (4 Freq.)		2	8	50	\$ 7,670
Update PER		2	4	10	\$ 2,230
B. Design Plans - Detention Pond (Lloyd Engineering)					
Design and develop plans	\$ 20,000				\$ 21,600
TOTAL - BASIC SERVICES WITHOUT DETENTION POND					\$204,869
TOTAL - BASIC SERVICES AND ADD SERVICES (WITH DETENTION POND)					\$236,369



September 13, 2021

Ms. Bria Whitmire, PE, CFM
 Projects Coordinator
 Engineering Department
 City of Friendswood
 15355 Blackhawk Blvd.
 Friendswood, Texas

Dear Mr. Whitmire:

Re: Proposal for Professional Services
 Deepwood Flood Control Project
 Galveston County, Texas

The City of Friendswood has requested a scope of work and cost estimate for engineering services. The proposal provided below detail those services that would be provided based on communication with the 5Engineering and City of Friendswood. The scope of services would be performed in accordance with a Purchase Order or Master Service Agreement (MSA) between Lloyd Engineering, Inc. (LEI) and the City of Friendswood.

LEI understands the City of Friendswood has either secured or is applying for funding from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Disaster Recovery program through the Texas General Land Office (GLO). LEI understands the project includes the acquisition of approximately 19 vacant properties and construction of terracing within Clear Creek to assist with flood control in an area measuring approximately 8.5 acres in size generally located between Deepwood Drive and Clear Creek, south of Minglewood Lane, in Friendswood, Galveston County, Texas (Figure 1).

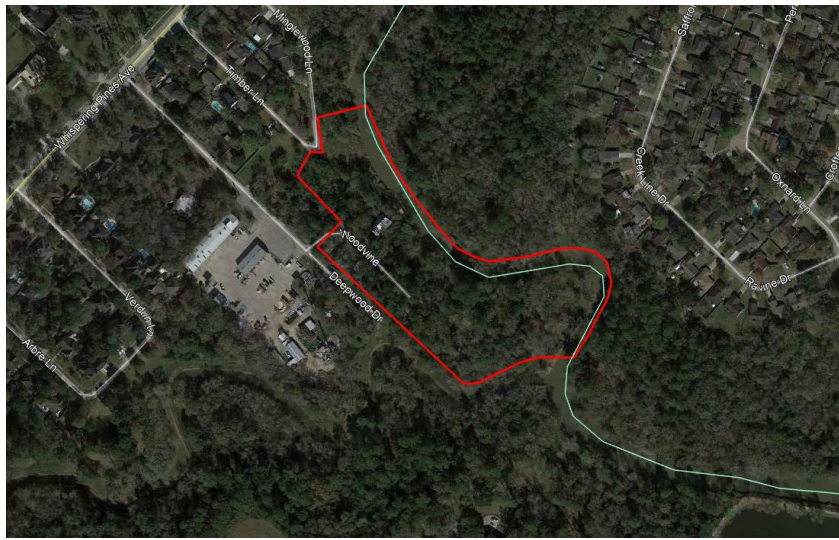


Figure 1: Deepwood Project Site

SCOPE OF SERVICES***Task 1: Engineering Scope of Work***

The below items are included in the engineering scope of work:

- Assistance with the coordination and execution of Survey and Geotechnical Program will be conducted by others;
- Develop a terracing solution for 1900 LF of shoreline that surround the City of Friendswood's property;
- Using data from the topographic and hydrographic survey develop plans and details for the terracing;
- Provide support for H&H modeling and permit drawings; and
- Provide Issued for Construction documents.

COST ESTIMATE

LEI proposes to conduct the above-described scope of services on a lump-sum basis. The estimated cost to provide these services is not to exceed **\$76,905.00** without written notification.

ASSUMPTIONS

The scope of work and cost estimate presented is based on the following assumptions:

1. This proposal does not include any topographic/hydrographic survey, geotechnical services, construction phase/inspection services
2. Once we receive the survey and geotechnical data, we will need 4 weeks to complete our design.
3. This scope of work and cost estimate excludes preparation of environmental documents and permits, however LEI can perform these tasks under a separate scope of work, if needed.
4. This scope of work excludes any site or field visits.
5. This scope of work excluded anything not explicitly stated in the scope of work section of this proposal.

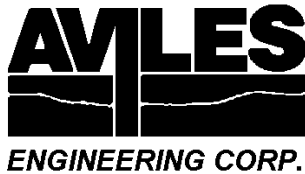
LEI appreciates the opportunity to provide this environmental services scope and cost estimate. If you approve this estimate, email your approval for our "Notice to Proceed" and follow-up with a Purchase Order. If you have any questions, please do not hesitate to call. I can be reached at (832) 426-4656, or by email at owen@lloydeng.com.

Sincerely,

Lloyd Engineering, Inc.
TXBPE # 2846



P. Owen Parker, P.E.
Executive Vice President



September 1, 2021

Ms. Liz Parent, P.E., CFM, ENV SP
5engineering, llc
11200 Westheimer Road, Suite 353
Houston, Texas 77042

Re: Geotechnical Investigation Proposal /Agreement
The Deepwood Flood Control Project
City of Friendswood, Texas
AEC Proposal No. G2021-08-10

Dear Ms. Parent,

Aviles Engineering Corporation (AEC) is pleased to submit this geotechnical investigation proposal for Harris County Flood Control District's (HCFCD) proposed Deepwood Flood Control Project in the City of Friendswood, Texas (Galveston/Brazoria Counties Key Map 657A&E). According to the project information and map provided, and Google Earth, we understand that the project consists of terracing (Channel Improvements) on the south side of Clear Creek; the improvement area will be 335 LF wide by 788 LF long; the depth of Clear Creek is approximately 22+ feet.

Based on the 2010 HCFCD's Geotechnical Guidelines as reference, AEC proposes to drill three borings at 40 feet deep as shown on the attached boring location plan. Total drilling footage is 120 feet. AEC personnel will mark the boring locations and contact Texas 811 to check underground utilities. However, Texas 811 does not check underground water line, storm sewer, and sanitary sewer. We request that the existing underground utilities drawings be provided to AEC at the project onset.

Based on our Google Earth, AEC anticipates that ATV drill rig may be required to access B-2 and B-3 locations, and one day of tree clearing. Samples will be obtained continuously in the top 20 feet and at 5-foot intervals thereafter. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). We will note any visual evidence of odor indicating hazardous materials if encountered in the samples. Representative portions of all soil samples will be sealed, packaged and transported to our laboratory. Water level readings will be noted during drilling, upon completion of drilling, and 24 hours (where possible) after completion of drilling, then the boreholes on pavement will be grouted with cement-bentonite grout and pavement will be patched with asphalt or non-shrink grout, while the off-pavement boreholes will be backfilled with bentonite chips. Boring locations will be surveyed by others to determine X-Y coordinates and surface elevations.

As part of our services, we will perform a preliminary fault study, which includes reviewing in-house published fault maps to identify if any documented faults crossing the project area. Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, dry density, and unconfined compression and unconsolidated-undrained triaxial tests depending on the soil types encountered. Two (2) consolidated-undrained (CU) triaxial tests, four (4) crumb tests, and two (2) double hydrometer analysis will be performed depending on the soil types encountered.

We will analyze the field and laboratory data to develop geotechnical engineering recommendations for (1) boring logs and boring location plan; (2) summary of subsurface soil conditions and groundwater levels encountered; (3) sieve analysis and double hydrometer test results for improvement area, evaluation if the soils at the site are dispersive; (4) slope stability analyses on 2 or 3 selected cross-sections for ultimate cross sections along proposed terracing; recommendations for the stable slope inclination; (5) evaluating if clay liner will be required for the terracing slope and bottom of the detention area; (6) criteria for riprap if it is to be used for erosion protection for the slope; (6) evaluating if the soils from the channel excavation can be used meet HCFCF select fill criteria; and (8) recommendations and dewatering guidelines for the facility construction.

The estimated lump sum (or time and materials) fee for the services described in this proposal is **\$23,645.00** as shown on the attached itemized fee estimates which include one mob/demob for an ATV rig, a site visit to mark the borings, one pdf draft report and 3 copies of final report. The fee is based on the following assumptions: (1) the entry permit will be provided to AEC with no cost; (2) the field personnel will use Level D protection gear during the field exploration; (3) no standby time (weather-related or incurred due to reasons beyond AEC's control) are included; and (4) fence/gate removal, ROW entry permits, traffic control, surveying, plan/specification review, and environmental assessment are not included.

Weather permitting, and assuming no field delays, we plan to start the field exploration about two week after receiving your notice to proceed. The field drilling will take about 1.5 to 2 weeks; soil laboratory testing will require 4 to 5 weeks (due to CU triaxial tests) to complete. We will submit draft report 3 to 4 weeks after completion of the laboratory soil testing as long as preliminary project layout is provided to AEC before we start the engineering analysis. Final report and trench report will be issued 2 weeks after we receive your comments on the draft report. To help the design engineer on project schedule, AEC will provide draft boring logs and preliminary geotechnical recommendations prior to draft geotechnical report.

To reduce delays in the schedule and avoid additional fees, we request that we be provided with any proposed or preferred geotechnical-related design details including existing utility drawings, and proposed detention pond and channel drawings, and design 100-year flood elevation at the onset.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. To authorize us to proceed with the proposed geotechnical services, you may sign and return a copy of this proposal to authorize AEC to proceed with the services, or issue us a Professional Services Contract to proceed with the services clearly reflecting the scope of services to be performed and referencing this proposal.

5engineering, llc
The Deepwood Flood Control Project
City of Friendswood, Texas
AEC Proposal No. G2021-08-10
September 1, 2021



Page 3 of 4

We appreciate the opportunity to present this proposal, and look forward to working with you again.

Respectfully submitted,
Aviles Engineering Corporation
(TBPE Firm Registration No. 42)

A handwritten signature in blue ink, appearing to read "Shou Ting Hu", is written over a light blue horizontal line.

Shou Ting Hu, MSCE, P.E.
President

Attachments: Terms and Conditions, Itemized Fee Estimates, Proposed Boring Location Plan

AGREED TO THIS _____ DAY OF _____, _____

BY (Signature): _____

NAME (Print): _____

TITLE: _____

FIRM: _____



GEOTECHNICAL INVESTIGATION TERMS AND CONDITIONS

STANDARD OF CARE

The CLIENT recognizes that actual subsurface conditions can vary from those observed and/or encountered at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data interpretations and recommendations by AVILES ENGINEERING will be based solely on information available to the AVILES ENGINEERING during the investigation. AVILES ENGINEERING is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

SCOPE OF SERVICES

AVILES ENGINEERING will develop a scope of services based on the project information provided by the CLIENT. AVILES ENGINEERING shall not be responsible for problems arising due to inadequate number of borings and/or depths dictated or required by others or inadequate engineering analyses, if the CLIENT reduces the scope of services and/or provides insufficient or invalid project or other relevant information to AVILES ENGINEERING. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions

SITE ACCESS AND SITE CONDITIONS

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT, as well as provide location data for all below and above ground structures, pipelines and utilities. For such items encountered, not called to the attention of AVILES ENGINEERING, the CLIENT shall assume responsibility for any resultant damages. AVILES ENGINEERING will take reasonable precautions to minimize damage to the site, but it is understood by the CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

BILLING AND PAYMENT

The CLIENT will pay AVILES ENGINEERING the time and materials amount(s) shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT by AVILES ENGINEERING, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

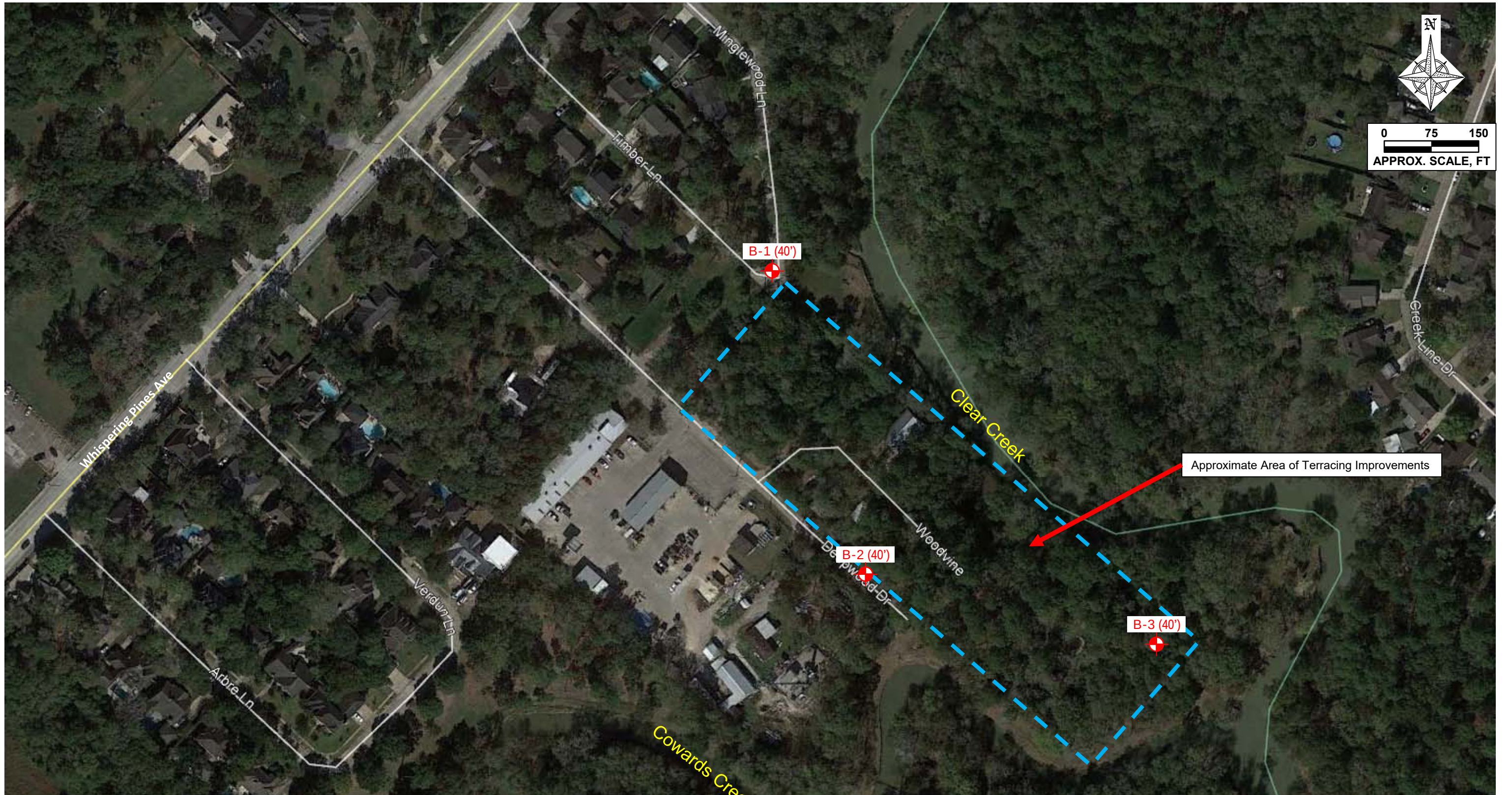
LIMITATION OF LIABILITY / INDEMNIFICATION

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited to a sum equal in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

ITEMIZED FEE ESTIMATE

3 borings@40'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization (Buggy Rig)	1	LS	@	\$950.00	\$950.00
Drill Crew Travel	0	days	@	\$100.00	\$0.00
Coordination & Utility Checking (Sr. Technician)	3	hrs.	@	\$85.00	\$255.00
Boring Layout & Site Reconnaissance (Graduate Engineer)	6	hrs.	@	\$115.00	\$690.00
Boring Logging and Field Supervising (Technician)	14	hrs.	@	\$65.00	\$910.00
Pavement Coring (6" diameter, 0"-6" thick)	3	ea.	@	\$170.00	\$510.00
Pavement Coring (6" diameter, 6" to 12" thick)	6	in.	@	\$16.00	\$96.00
Soil Drilling w/truck-mounted rig (0'-20' continuous)	60	ft.	@	\$25.00	\$1,500.00
Soil Drilling w/truck-mounted rig (20'-50' continuous)	60	ft.	@	\$30.00	\$1,800.00
Soil Drilling w/truck-mounted rig (20 to 55 ft intermittent)	0	ft.	@	\$25.00	\$0.00
Grouting Holes	120	ft.	@	\$12.00	\$1,440.00
Surcharge for Drilling with Buggy Rig	40	ft.	@	\$10.00	\$400.00
Metal Cover for Piezometers	0	ea.	@	\$100.00	\$0.00
Installing Piezometers	0	ft.	@	\$24.00	\$0.00
24-hr Groundwater Readings (Technician)	5	hrs.	@	\$65.00	\$325.00
Plug and Abandon Piezometers	0	ea.	@	\$20.00	\$0.00
Standby Time (Drill Crew)	0	hrs.	@	\$300.00	\$0.00
Vehicle Charge	25	hrs.	@	12.00	\$300.00
	SUBTOTAL				\$9,176.00
B. ALLOWANCE					
Tree Clearing	1	day	@	\$1,950.00	\$1,950.00
Traffic Control along Roadway	0	day	@	\$850.00	\$0.00
	SUBTOTAL				\$1,950.00
C. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	12	ea.	@	\$71.00	\$852.00
Passing No. 200 Sieve (ASTM D-1140)	8	ea.	@	\$55.00	\$440.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	3	ea.	@	\$65.00	\$195.00
Crumb Test (ASTM D-6572, Code 91500)	4	ea.	@	\$43.00	\$172.00
Double Hydrometer (ASTM D-4221, Code 91600)	2	ea.	@	\$250.00	\$500.00
Moisture Content (ASTM D-2216)	42	ea.	@	\$11.00	\$462.00
Unconfined Compression (ASTM D-2166)	6	ea.	@	\$51.00	\$306.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	6	ea.	@	\$72.00	\$432.00
Consolidated-Undrained Triaxial Test (ASTM D-4767)	2	ea.	@	\$1,250.00	\$2,500.00
	SUBTOTAL				\$5,859.00
D. ENGINEERING ANALYSIS & REPORT PREPARATION					
Senior Engineer, P.E.	6	hrs.	@	\$205.00	\$1,230.00
Project Engineer, P.E.	12	hrs.	@	\$165.00	\$1,980.00
Graduate Engineer	28	hrs.	@	\$115.00	\$3,220.00
Engineering Assistant	2	hrs.	@	\$70.00	\$140.00
Reproduction (1 pdf of Draft and 3 Copies of Final Report)	3	copies	@	\$30.00	\$90.00
	SUBTOTAL				\$6,660.00
	TOTAL ESTIMATED FEE				\$23,645.00



0 75 150
APPROX. SCALE, FT

LEGEND:

B-# (X')
 **Proposed Boring (Depth in feet)**

Notes:
1) Boring locations are approximate and may be adjusted in the field as necessary for access.

AVILES ENGINEERING CORPORATION		
PROPOSED BORING LOCATION PLAN		
CITY OF FRIENDSWOOD DEEPWOOD FLOOD CONTROL PROJECT FRIENDSWOOD, TEXAS		
AEC PROPOSAL NO.: G2021-08-10	DATE: 09-01-21	SOURCE DRAWING PROVIDED BY: GOOGLE EARTH PRO
APPROX. SCALE: 1" = 150'	DRAFTED BY: WLW	PLATE NO.: PLATE 1



Tri-Tech Surveying Co., LP
Professional Surveying Services Agreement

DEEPWOOD FLOOD CONROL PROJECT *REVISED*

TOTAL OF 39 LOTS

ABST 151 S MCKISSICK SUR

Prepared for 5 Engineering

Liz Parent

Liz Parent
5 Engineering
11200 Westheimer St. Suite 353
Houston, Tx 77042
832-871-4372
liz.parent@5engineering.com

Re: TOTAL OF 39 LOTS
ABST 151 S MCKISSICK SUR

It is Tri-Tech Surveying's pleasure to submit this proposal for Surveying services for TOTAL OF 39 LOTS. This project involves the scope of work as outlined in Exhibit A. Acceptance of this proposal and the "Terms & Conditions" contained herein shall be acknowledged by signing below. Upon acceptance of this proposal, the work as outlined in Exhibit A will commence. **As a courtesy, we have waived the non-refundable retainer fee typically required prior to the commencement of work.** If this proposal is not executed within 90 days of the date shown above, a new proposal may be required. If you have any questions or require additional information, please contact the undersigned at 713-667-0800.

We appreciate this opportunity and are looking forward to working with you on this project.

Sincerely,



Lewis Harrison, RPLS
Tri-Tech Surveying Co., LP
Lharrison@tritechtx.com
713-667-0800

Exhibit A

Service	Text	Notes
*Design Topographic Survey - +/- 7 Acres Establish a minimum of one temporary benchmark on site. Provide contours at 1 foot intervals. Provide spot elevations at each intersection of a 25' square grid spot elevations on the property and 10'-15' outside property where accessible. Provide additional spot elevations as necessary to describe changes in grade and other key points of interest such as high and low points in the road and ditch, building edge, top of landscape walls, etc. Provide cross sections of adjacent roadways at 25' intervals. Cross sections shall identify and locate gutter, top of curb, sidewalk, and edge of paving including far side of paving. If elevations vary from established grade, state established grades also. Give high point and low point elevations where obvious. Provide full detail of grades, improvements and utilities within the Right of Way as visible. All underground utilities will be per municipalities as-built drawings and dig-tess. Provide location, size, and color of pavement markings (lane lines, crosswalks, e.g.) on all roadways and driveways within survey boundary. Provide plotted location of structures, man made and natural features; floor elevations. Location and size of water and gas mains and other utilities serving or on the property as shown on the municipalities as-built drawings Location of fire hydrants available to property. Location of electric and telephone and other communication services and characteristics of service as shown on as-built drawings and per dig-tess Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving or on property; location of catch basins and manholes and rims and invert elevations of pipe at each.	\$20,000.00	* Area UP TO BANK of Clear Creek & Cowart Creek -Attachment 2
Cross Sections of Clear Creek & Cowart Creek 100' (foot) interval Cross Sections utilizing SEAFLOOR HYDRONE UNMANNED SURVEY VESSEL and HYDROLITE-TM ECHOSOUNDER	\$10,000.00	+ Applicable Tax

Attachment 1: 39 Lots Area

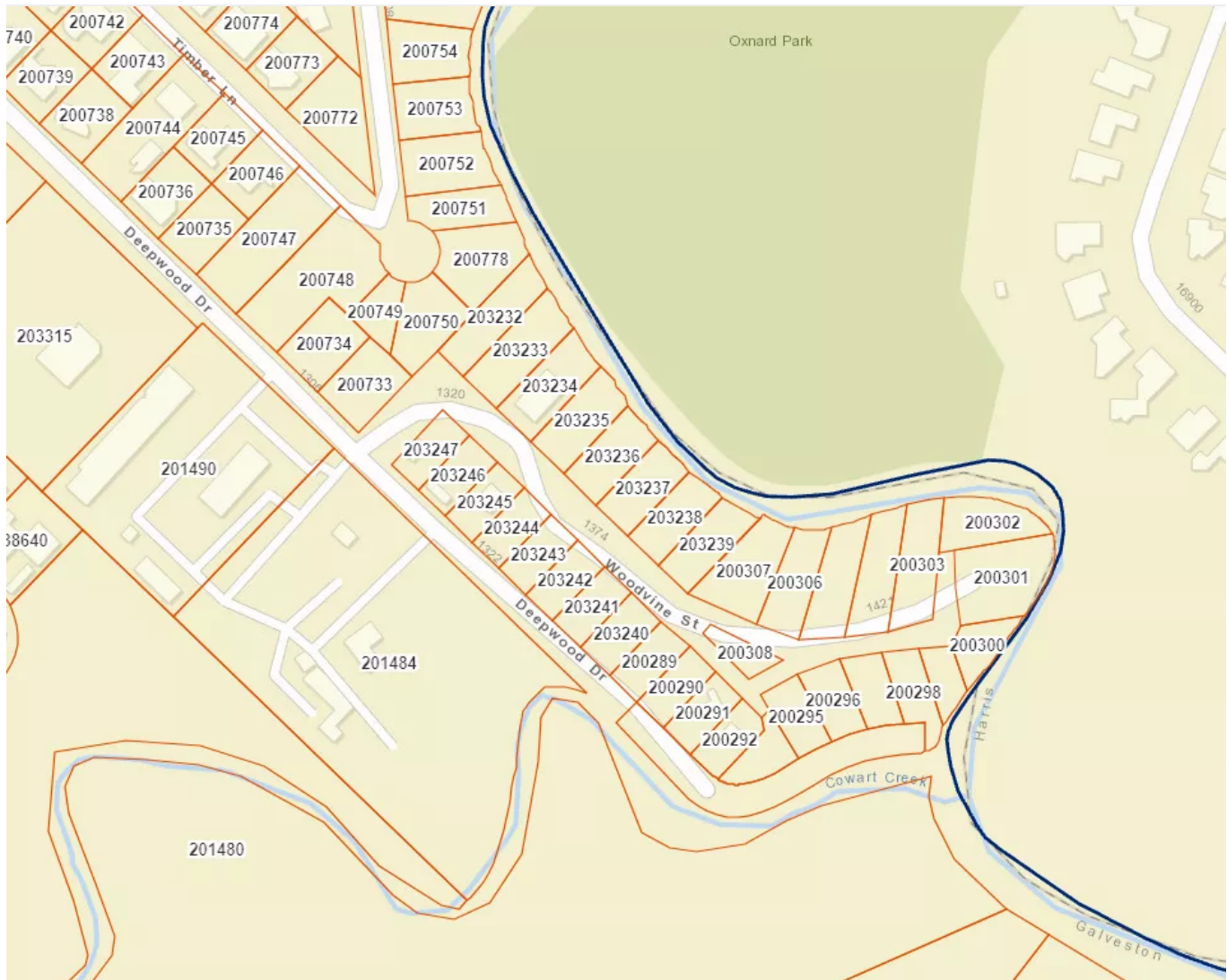
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ABST 151 S MCKISSICK - 39 LOTS (ENCLOSED IN RED LINE)



Attachment 2 - Creek Area(s)

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- Minimum of 48 hour notice for scheduling
- Cancellations within 24 hours will result in an 8 hour charge.
- Site must be ready for survey work. A dry run will result in a 4 hour minimum charge.
- In the event of a rain delay, Tri-Tech shall wait on-site for up to 2 hours and bill for a minimum of 2 hours time for that day.
- Rates above are based on work done Monday thru Friday from 8am-5pm. For work performed Monday thru Friday between the hours of 5pm-8am and on Saturdays, the rates above shall be billed at time and a half. For work performed on Sundays, the rates above shall be billed at double-time.
- Taxable surveying services are subject to applicable state sales tax unless client is a tax exempt

10401 Westoffice Drive, Houston, Texas 77042
P: 713.667.0800 TBPLS#10115900

155 Riverwalk Dr., San Marcos, Texas 78666
P: 512.440.0222 TBPLS #10193729



entity. If tax exempt, exemption certificate must be submitted upon executing this proposal or prior to commencing work; otherwise, applicable sales tax will be charged.

- Payment Terms are Net 30 days.

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P: 713.667.0800 TBPLS#10115900

155 Riverwalk Dr., San Marcos, Texas 78666
P: 512.440.0222 TBPLS #10193729

Additional Services (not part of this contract)

Attachment 1:

- Boundary Surveys
- Design Topographic Surveys
- Utilities Surveys
- Obtaining data beyond the limits outlined in scope exhibit
- Construction Staking
- Elevation Certificates
- Right-of-way Surveys
- Separate Instrument Documents
- Monitoring Well Surveys

Tri-Tech Surveying Company Surveying Fee Schedule

	Hourly Rate
<u>Field Crews (Radio Equipped)</u>	
1 Man Crew with GPS and/or Robotic Total Station*	\$225.00
2 Man Crew with GPS and/or Robotic Total Station*	\$270.00
*4 Hour minimum	
Safety Training	\$100.00 Per Person
Aerial Photogrammetry (Drone with qualified pilot)	Per Project Basis
<u>Office Fees</u>	
Principal	\$300.00

10401 Westoffice Drive, Houston, Texas 77042 P: 713.667.0800 TBPLS#10115900	155 Riverwalk Dr., San Marcos, Texas 78666 P: 512.440.0222 TBPLS #10193729
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Registered Professional Land Surveyor	\$250.00
Project Manager	\$140.00
Survey Technician / Draftsman	\$130.00
Administrator	\$85.00
Clerical	\$65.00

Reimbursable Reimbursable expense such as delivery service and reproduction of construction documents will be invoiced at actual cost plus 10% handling.

Terms & Conditions

Description of Work: Tri-Tech will provide all tools, labor, material and supervision necessary to perform and provide professional services and/or materials identified in the description of work which is attached hereto as “Exhibit A” and made a part hereof for all purposes (the “Work”). The Work shall be performed with the standard of care which governs professionals in the industry.

Payment: Fees (including applicable taxes) shall be due within 30 days from date of invoice for services performed. A finance charge equal to the lesser of 18% simple interest per annum or the maximum rate allowed by law shall be charged on past due accounts. Legal fees and additional administrative charges incurred by Tri-Tech in order to recover delinquent payments shall become the responsibility of the Client. In the event of a late payment, Tri-Tech may at its option suspend the performance of any future services.

Fees: Tri-Tech reserves the right to request additional fees for unforeseen extenuating circumstances or additional scopes of work and Tri-Tech also reserves the right to terminate this contract at any time at its sole discretion.

Termination: Either client or Tri-Tech may terminate this Agreement upon five (business days) written notice prior to date of termination. If terminated, client agrees to pay Tri-Tech for all services rendered (including reimbursable expenses) incurred up to the effective date of termination.

10401 Westoffice Drive, Houston, Texas 77042 P: 713.667.0800 TBPLS#10115900	155 Riverwalk Dr., San Marcos, Texas 78666 P: 512.440.0222 TBPLS #10193729
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Defects: The client shall promptly report to Tri-Tech any defects or suspected defects in the services provided of which the client becomes aware, so that Tri-Tech may take measures to minimize the consequences thereof. The client agrees to impose a similar notification requirement to all contractors providing services in the construction of the above referenced structure. Failure by the client and the client's contractors or subcontractors to notify Tri-Tech shall relieve Tri-Tech of any incremental costs that Tri-Tech would not have incurred had Tri-Tech been provided prompt notification when such defects were first discovered. Tri-Tech will perform the services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services, under similar circumstances and in the same locale, at the time the services are performed. No other representation, express or implied, and no warranty or guarantee is included in or intended by this AGREEMENT or by any report, opinion, document, or other instrument of professional service. Tri-Tech disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. Even if performed on a continuous basis, Tri-Tech's services do not constitute observing, inspecting, or verifying placement of all materials of the project.

Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail, postage prepaid, return receipt requested, to his last known address in the case of the client or to its principal office in the case of Tri-Tech.

Assignment: This Agreement may not be assigned by either party, nor may either party transfer or delegate its or their rights or obligations hereunder, without the written consent of the other party, and any attempt to do so shall be void.

Severability: The provisions of this Agreement shall be deemed severable, and if any provision or party thereof is held illegal, void, or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid, and binding. If any provision of this Agreement is held illegal, void, or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired and shall remain binding in accordance with their terms.

Applicable Law: This Agreement shall be construed in accordance with and governed by Texas law and shall be enforceable in Harris County, Texas.

10401 Westoffice Drive, Houston, Texas 77042
P: 713.667.0800 TBPLS#10115900

155 Riverwalk Dr., San Marcos, Texas 78666
P: 512.440.0222 TBPLS #10193729

Miscellaneous: This Agreement contains the entire agreement with respect to the subject matter hereof. This Agreement may be modified or amended only by a writing signed by the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom enforcement of a waiver is sought. The waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Captions to the various sections in this Agreement are for the convenience of the parties only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in several counterparts, each of which will be deemed an original, but together they shall constitute one and the same instrument.

INSURANCE: Prior to providing any Professional Services, the Independent Consultant shall provide the following types of insurance coverage:

Commercial General Liability

Workers Compensation

Employer's Liability

Professional Liability / E&O

Business Automobile Liability Please refer to the current Certificate of Liability for limits.

LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF TRI-TECH AND TRI-TECH'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND TRI-TECH'S CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY TRI-TECH UNDER THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED OF TRI-TECH OR TRI-TECH'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, OR CONSULTANTS, OR ANY OF THEM. THE CLIENT AND TRI-TECH AGREE THAT ANY CLAIMS AGAINST THE OTHER SHALL NOT BE INITIATED MORE THAN ONE YEAR FROM THE DATE ON WHICH TRI-TECH COMPLETES THE SCOPE OF WORK. FURTHER, THE CLIENT AGREES THAT TRI-TECH SHALL NOT BE HELD LIABLE FOR ANY ERRORS FROM ANY DIRECT OR INDIRECT SPECIAL,

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P: 512.440.0222 TBPLS #10193729

INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT (EVEN IF ADVISED IN ADVANCE OF SAME), ANTICIPATED PROFITS, COST OR LOSS OF USE OF MONEY, DELAYS, REVENUE OR DATA ARISING OUT OF ITS WORK HOWEVER SAME MAY BE CAUSED, CONTRACTOR'S MEANS AND METHODS, AND / OR JOBSITE SAFETY.

DISPUTE RESOLUTION: ALL CLAIMS, DISPUTES, AND CONTROVERSIES ARISING FROM THIS AGREEMENT AGAINST TRI-TECH SHALL BE FIRST REFERRED TO MEDIATION UNDER THE THEN CURRENT CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION PRIOR TO ANY RECOURSE TO ARBITRATION OR A JUDICIAL FORUM. THE PARTIES TO THIS AGREEMENT SHALL FIRST SUBMIT THEIR DISPUTE FOR RESOLUTION BY THE DISPUTE RESOLUTION CENTER OF HARRIS COUNTY. IF THE DISPUTE CANNOT BE RESOLVED UNDER MEDIATION THEN, SUBSEQUENT TO MEDIATION ANY DISPUTE ARISING WITH THIS AGREEMENT SHALL BE REFERRED TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS GENERAL ARBITRATION ACT OR THE FEDERAL ARBITRATION ACT. ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN HOUSTON, HARRIS COUNTY, TEXAS AND SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION. IN ANY DISPUTE BETWEEN THE PARTIES, EACH PARTY SHALL PAY FOR ONE-HALF (1/2) OF THE COST OF THE ARBITRATION PROCEEDINGS. THE DECISION OF THE ARBITRATORS SHALL BE FINAL AND BINDING UPON ALL PARTIES AND THE DECISION, SAVE THE ENFORCEMENT OF THE SAME, SHALL NOT BE SUBJECT TO ANY ACTION OR PROCEEDING IN ANY COURT. NOTHING IN THIS SECTION SHALL BE DEEMED TO PROHIBIT EITHER PARTY FROM INSTITUTING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION FOR INJUNCTIVE RELIEF IF THE SAME IS NECESSARY TO PREVENT A BREACH HEREOF OR TO PREVENT A PARTY FROM CONTINUING TO ENGAGE IN CONDUCT WHICH IS IN BREACH OF OR PROHIBITED BY THIS AGREEMENT. ALL OTHER ISSUES, EXCEPT TO THE RIGHT OF INJUNCTIVE RELIEF, SHALL BE SUBMITTED TO ARBITRATION.

By signing below, the client agrees the scope, pricing, & Terms & Conditions contained herein are satisfactory and are hereby accepted. The individual signing this proposal warrants that he/she is authorized to make such decisions for his/her respective organization and that organization shall be responsible for all payments associated with this contract.

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P: 512.440.0222 TBPLS #10193729

Accepted By:	
Printed Name:	
Company:	
Billing Contact:	
Billing Address:	
Billing Email:	
Phone Number:	
Date:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No): 713-688-7967
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Texas Mutual Insurance Co		22945
		INSURER B: Continental Casualty Company		20443
		INSURER C: Travelers Indemnity of AM (Travelers)		25666
		INSURER D: Travelers Lloyds Insurance Company		41262
		INSURER E: Travelers Indemnity Company of CT		25682
		INSURER F: Travelers Indemnity Company		25658

COVERAGES

CERTIFICATE NUMBER: 1728793665

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:				10/6/2020	10/6/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
F	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				10/6/2020	10/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000				10/6/2020	10/6/2021	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		10/6/2020	10/6/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B D	Professional Liability Leased & Rented Property-\$25,000				10/6/2020 10/6/2020	10/6/2021 10/6/2021	Per Claim/Aggregate Deductible \$5,000,000 Lease/Rented per item \$125,000 \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy includes Blanket additional insured on the general liability per form CGD379 0219, and CGD604 0813 and automobile per form CAT353 0310, with a waiver of subrogation on the general liability per form CGD467 0713, automobile per form CAT353 0310 and workers compensation per form WC4203 04B when required by written contract. This insurance is primary and non-contributory as respects general liability CGD037 0405.

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.

Fivengineering, LLC
Houston, TX United States

Certificate Number:
2021-805186

Date Filed:
09/22/2021

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.

Deepwood Flood Control Project
Professional Engineering

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Humphries, Susan	Houston, TX United States	X	
	Parent, Elizabeth	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Elizabeth Parent, and my date of birth is [REDACTED].

My address is 11711 Memorial Drive #577, Houston, TX, 77024, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 22 day of September, 2021.
(month) (year)

Elizabeth Parent
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: October 4, 2021

Date submitted: 09/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take appropriate action to appoint Andrea Trabanino to complete the unexpired three-year term of Mike Hickey which is set to end on July 2024 on the Community Economic Development Committee.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to appoint Andrea Trabanino to complete the unexpired three-year term of Mike Hickey which is set to end on July 2024 on the Community Economic Development Committee.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Trabanino, Andrea - Redacted_Redacted



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Andrea Trabanino HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] K PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] PHONE: [REDACTED]
OCCUPATION: Summer Moon Coffee Owner
SPECIAL INTERESTS AND TALENTS: Chor director

Are you currently serving as a member of any Friendswood governmental body? not yet.

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☐ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☐ EVENING
- ☐ SUMMER

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☐ EVENING
- ☐ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- ☐ WEST RANCH MANAGEMENT DISTRICT
- ☐ ANIMAL SHELTER ADVISORY COMMITTEE
- ☐ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Happy to help in any way I can!

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 20 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Bachelors from SJSU, Teacher (HS) 9 years, President of SJSU Zeta Tau Alpha, SJSU Orange Keys Member

Please list any civic or community endeavors in which you have been involved: None yet

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.



Signature of Applicant

8/12/21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action to appoint Les French as an alternate to the Zoning Board of Adjustment for a term beginning immediately and ending in July 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Zoning Board of Adjustment board hears and rules on requests for appeals, special exceptions and variances to the Zoning Ordinance and authorizes variances from the zoning ordinance when not contrary to the public interest.

This item allows the Council to appoint Les French as an alternate to the Zoning Board of Adjustment for a term beginning immediately and ending in July 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Les French 2018 (002)_Redacted

CC: M & CC

Aubrey HArbin, C



BE A FRIENDSWOOD VOLUNTEER

is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity overing 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: LES FRENCH

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

MAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: CONSTRUCTION SUPERVISOR

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

ease indicate your primary and secondary interests.

ELECTION WORKER

PLANNING & PRESERVATION

- ☐ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☒ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☒	LONG-TERM PROJECTS
☒	SHORT-TERM PROJECTS
☒	DAYTIME
☒	EVENING
☐	SUMMER

RECREATION
 _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

LIBRARY BOARD
LIBRARY VOLUNTEER

____ WEST RANCH MANAGEMENT DISTRICT
____ ANIMAL SHELTER ADVISORY COMMITTEE
____ VOLUNTEER FIRE DEPT/EMS
____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

EX: M

FRIENDSWOOD RESIDENT FOR 32 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

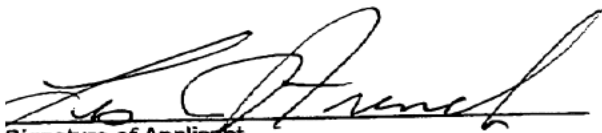
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I HAVE BEEN A CONSTRUCTION SUPERVISOR FOR 39 YEARS IN
COMMERCIAL AND RESIDENTIAL BUILDING.

Please list any civic or community endeavors in which you have been involved: I WAS INVOLVED IN
THE PERRY HOME RESTORATION. SERVED ON THE BOARD OF FRIENDSWOOD
GIRLS SOFTBALL ASSOCIATION FOR SIX YEARS.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

6/1/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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: JIMMY BROWN

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: BRUCE BURTON

ADDRESS: [REDACTED]

PHONE: [REDACTED]

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed resolution submitting a nomination(s) to the Board of Directors of the Harris County Appraisal District for 2022-2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the City Council to nominate a representative to the Board of Directors of the Harris County Appraisal District ("HCAD").

The City of Friendswood along with other cities in Harris County, except the City of Houston, may nominate a representative for the HCAD Board of Directors and each entity must then cast its ballot for the nominee of its choice. Each governing body of each taxing entity is entitled to one vote for the candidate of its choice listed on the ballot.

Mr. Mike Sullivan, former Harris County Tax Assessor-Collector, is the City's current representative on the HCAD Board. The City recommended Mr. Mike Sullivan's placement of the ballot.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. HCAD Letter Calling for Nominations 2022-2023
2. Proposed Resolution - HCAD Nomination 2022-23



Harris County Appraisal District
Interoffice Memorandum
OFFICE OF CHIEF APPRAISER

TO: PRESIDING OFFICERS OF TAXING UNITS
 SERVED BY THE HARRIS COUNTY APPRAISAL DISTRICT

FROM: ROLAND ALTINGER, CHIEF APPRAISER

SUBJECT: SELECTION OF APPRAISAL DISTRICT BOARD MEMBERS

DATE: SEPTEMBER 1, 2021

Your taxing unit participates in selecting members of the Harris County Appraisal District's board of directors. The board is composed of six members who serve two-year terms, all of which expire December 31, 2021. This memorandum describes the process of selecting directors for the two-year term that begins January 1, 2022.

Functions of the Board

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. This board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals. There is no compensation for service on the appraisal district board of directors; however, directors are reimbursed for travel expenses if incurred. The board of directors typically meets once a month.

Participating Units

The current method of selecting directors was established by resolutions of the county, cities, and school districts participating in the appraisal district in 1981. The method of selection was modified in 1991 after the law was changed to provide a voting entitlement to conservation and reclamation districts and has been modified to provide a voting entitlement for junior college districts. Sec. 6.031, Tax Code, authorizes an appraisal district to vary both the size and the method of selecting its board members.

The six members of the Harris County Appraisal District's board of directors are selected as follows:

- One member appointed by the Harris County Commissioners Court.
- One member appointed by the Houston City Council.
- One member appointed by the board of trustees of the Houston Independent School District.

- One member appointed by votes of the city councils of the cities other than Houston. Each city council casts a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the boards of trustees of the school districts other than Houston Independent School District and by boards of directors of the junior colleges with territory in Harris County. Each school district board casts a single vote. The junior college districts collectively cast a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the governing bodies of the conservation and reclamation districts that participate in the appraisal district. Each body casts a single vote. The candidate who receives the most votes is elected.

In the event the county appoints someone other than the county assessor-collector to the board, the county assessor-collector will serve ex officio in a non-voting capacity as a seventh member.

Board members whose terms expire December 31, 2021, are:

- Mike Sullivan, Chairman, representing cities & towns, except City of Houston
- Martina Lemond Dixon, Assistant Secretary, representing junior college districts and school districts other than Houston ISD
- Al Odom, Member, representing City of Houston
- Jim Robinson, Member, representing Harris County
- Elizabeth Santos, Member, representing Houston ISD
- Jonathan Cowen, Member, representing conservation and reclamation districts

Eligibility Requirements

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the board of directors.

Residency: The candidate must be a resident of Harris County, and must have resided in the county for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.

Employment: An employee of a taxing unit served by the appraisal district may not serve, with one exception. An employee may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee would be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years.

Conflict-of-interest: A candidate may not serve if the candidate is related to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district. Relatives barred are those within the second degree by consanguinity

(blood) or affinity (marriage). These persons include: spouse; children; brothers and sisters; parents; grandparents; and grandchildren. The spouse's relatives in the same degree are included.

A candidate who contracts with the appraisal district for any purpose, or who contracts with a taxing unit served by the district for a property tax related purpose, may not serve. The same rule applies to candidates who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). A candidate has a substantial interest if the candidate or the candidate's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. A candidate also has a substantial interest if the candidate or the candidate's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

The appraisal district may not employ any person who is related to an appraisal district director within the second degree by affinity or by the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes: Texas law makes a person ineligible to serve as an appraisal district director if he or she has delinquent property taxes owing to any taxing unit 60 days after the person knew or should have known of the delinquency.

Selection Procedures

The procedures for selecting members of the board of directors for the two-year term beginning January 1, 2022, are as follows:

For Cities and Towns Other Than the City of Houston

The cities and towns other than the City of Houston appoint one member by majority vote of their city council. The process for these cities and towns involves two steps: nomination and election.

Nomination

The city council of each city and town has the right to nominate a single candidate for the position. To nominate, the governing body must adopt a resolution nominating the candidate by formal action. The mayor, as presiding officer of the city council, must submit the nominee's name to the chief appraiser of the Harris County Appraisal District no later than **October 15, 2021**. The mayor must provide a certified copy of the resolution and may include a cover letter naming the nominee.

Election

Before **October 30, 2021**, the chief appraiser will prepare a ballot listing the nominees in alphabetical order. The chief appraiser will deliver a copy of the ballot to the mayor of each city or town.

Prior to December 15, 2021, each city council must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes and submit a certified copy to the chief appraiser. *Ballots received by the chief appraiser after December 15 may not be counted.*

Prior to December 20, 2021, the chief appraiser will count the votes, declare the results, and notify the winner, the nominees and the managers of each city and town. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

For Junior Colleges and School Districts other than The Houston Independent School District

With the exception described below for junior college districts, exactly the same procedure described for cities and towns above applies to the selection of the member who represents junior college districts and school districts other than Houston ISD. The board of trustees of the school districts must nominate and elect following the deadlines and procedures described above. The four junior college districts with territory in Harris County may participate in the selection of the member who represents school districts other than Houston ISD and the junior colleges. However, the junior college districts collectively have the same voting authority as a single school district. See Sec. 6.031(b-1), Tax Code. The boards of trustees of junior college districts may each nominate a candidate following the deadlines and procedures described above. However, the four junior colleges collectively have a single vote in the election. Each board of trustees may cast a vote by resolution and file the resolution with the chief appraiser. The collective vote will be automatically cast for the candidate who receives the most votes from among the junior colleges. As an example, if one candidate receives three votes and another receives one vote, the junior colleges will be deemed to have collectively cast their vote for the candidate who received the three votes.

For Conservation and Reclamation Districts

The procedure and timetable for selecting the member who represents the conservation and reclamation districts are the same as that described above for small cities and school districts.

The conservation and reclamation districts that participate in the appraisal district may cast a single vote. The candidate who receives the most votes is elected.

For Harris County, the City of Houston And the Houston Independent School District

By December 15, 2021, the governing body of each of these entities appoints a single person to represent it on the board. Each governing body must formally adopt a resolution naming the person who will serve as a board member and submit it to the chief appraiser at the address shown below:

Roland Altinger
Chief Appraiser
Harris County Appraisal District
13013 Northwest Freeway
P. O. Box 920975
Houston, Texas 77292-0975

To assist you in this process, I have enclosed a suggested form of resolution for the nomination of a candidate to the board of directors of the Harris County Appraisal District.

We invite your questions or comments on the board selection process. Please do not hesitate to call me at (713) 957-5274

Sincerely,

A handwritten signature in black ink, appearing to read 'Roland Altinger', written in a cursive style.

Roland Altinger, RPA
Chief Appraiser

Attachments

Cc: HCAD Board Members
Tax Assessor
Attorneys

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE _____ INDEPENDENT SCHOOL
DISTRICT NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF
THE HARRIS COUNTY APPRAISAL DISTRICT**

WHEREAS, those school districts other than the Houston Independent School District within the Harris County Appraisal District and the junior college districts within the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2022, and extending through December 31, 2023; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF _____

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____

_____ (address, zip code) _____ (phone number) be, and he or she is hereby nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those junior college districts and school districts other than the Houston Independent School District within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2022.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2021.

PASSED AND APPROVED this _____ day of _____, 2021.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
_____ JUNIOR COLLEGE DISTRICT
NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT**

WHEREAS, those school districts other than the Houston Independent School District within the Harris County Appraisal District and the junior college districts within the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2022, and extending through December 31, 2023; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF _____

: Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone
number) be, and he or she is hereby nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those junior college districts and school districts other than the Houston Independent School District within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2022.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2021.

PASSED AND APPROVED this ____ day of _____, 2021.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF _____ TEXAS, NOMINATING
A CANDIDATE FOR A POSITION ON THE BOARD
OF DIRECTORS OF THE HARRIS COUNTY
APPRAISAL DISTRICT**

WHEREAS, those cities and towns other than the City of Houston within the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2022, and extending through December 31, 2023; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF _____
_____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone
number), be, and he or she is hereby, nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those cities and towns other than the City of Houston within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2022.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2021.

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(CONSERVATION & RECLAMATION DISTRICT)
NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, those eligible conservation and reclamation districts participating in the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2022, and extending through December 31, 2023; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF

_____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name),

_____ (address, zip code)

_____ (phone number), be, and he or she is hereby, nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those eligible conservation and reclamation districts participating in the Harris County Appraisal District for a two-year term of office commencing on January 1, 2022.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2021.

PASSED AND APPROVED this _____ day of _____, 2021.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

RESOLUTION NO. R2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT; AND
PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

* * * * *

WHEREAS, those cities and towns other than the City of Houston within the Harris County Appraisal District have the right and responsibility to elect one person to the Board of Directors of the Harris County Appraisal District for a two-year term of office commencing on January 1, 2022; and

WHEREAS, the City Council of the City of Friendswood, Texas, desires to exercise its right to nominate a candidate for such position on said board of directors.

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified and confirmed.

Section 2. That the following person be and is hereby nominated as a candidate for that position on the Board of Directors of the Harris County Appraisal District to be filled by those cities and towns, other than the City of Houston, within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2022.

Name:	<u>Mike Sullivan</u>
Street Address:	<u>4811 Shore Hills</u>
City, State, Zip:	<u>Kingwood, Texas 77345</u>
Phone Number:	<u>713-898-6969</u>

Section 3. That the Mayor of the City of Friendswood be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District on or before October 15, 2021.

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

PASSED, APPROVED AND RESOLVED on this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action on a proposed resolution adopting an updated Policy and Procedures for the Appointment to City Boards, Commission and Committees to add a residency requirement.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At the September 13, 2021, City Council Meeting, staff was directed to place an item on the October 4th City Council agenda in order to amend the City's Policy and Procedures for the Appointments to City Boards, Commission and Committees to add a residency requirement for all appointed members, to include those boards and commissions advisory in nature. Specifically, Sec. 4.06. Appointment of Officers/Members, which is amended as underlined below:

Officers or members of each of the City's boards, commissions, and committees will be appointed in accordance with any applicable ordinances, state laws, or City Charter. The positions of Chair and Vice Chair may be rotated following the appointment and reappointment time frame, but may not serve more than four consecutive terms, unless otherwise approved by the Council. Members of all city boards, committees, commissions, including those advisory in nature are required to be residents of the city. The City Secretary shall include all newly appointed officers/members in the City's Boards, Commissions, and Committees' rosters.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution No. 2021-XX - Policy for Appointments to City Boards, Commissions and Committees (Revised)
2. EXHIBIT A - Policy for Appointment to City Boards with Residency

RESOLUTION NO. R2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, ADOPTING AN UPDATED
"POLICY AND PROCEDURES FOR APPOINTMENTS TO
CITY BOARDS, COMMISSIONS AND COMMITTEES FOR
THE CITY OF FRIENDSWOOD, TEXAS.**

* * * * *

WHEREAS, the City of Friendswood has a number of boards, commissions, committees and advisory boards and committees, in which the City Council is required to appoint members; and

WHEREAS, the City Council desires to allow as great of citizen participation on these boards, commissions and committees as possible; and

WHEREAS, attached hereto is that certain City of Friendswood "Policy and Procedures for Appointments to City Boards, Commissions and Committees" which document contains procedures and guidelines for appointment and membership of the City's various boards, commissions and committees.

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

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

Section 2. That certain City of Friendswood "Policy and Procedures for Appointments to City Boards, Commissions and Committees" a true and correct copy of which is attached hereto as Exhibit "A" and for all things made a part hereof, is hereby adopted.

Section 3. That the City Secretary shall maintain copies of such " Policy for Appointments to the City Boards, Commissions and Committees ", which shall be made available, upon payment of the reasonable costs of publication thereof, to any person requesting same. The City Secretary is further directed to periodically evaluate and review such standards and, when deemed necessary and appropriate, recommend changes to the City Council.

PASSED, APPROVED AND RESOLVED on this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

CITY OF FRIENDSWOOD ADMINISTRATIVE POLICIES AND PROCEDURES

ADOPTED AUGUST 5, 1996
AMENDED JUNE 19, 2000
AMENDED JUNE 26, 2006
AMENDED FEBRUARY 5, 2007
SUSPENDED JULY 12, 2010
RE-ADOPTED & AMENDED JANUARY 5, 2015
AMENDED JULY 10, 2017
AMENDED JULY 02, 2018
AMENDED AUGUST 06, 2018
AMENDED NOVEMBER 04, 2019
AMENDED DECEMBER 07, 2020
AMENDED MAY 3, 2021
AMENDED OCTOBER 04, 2021

CITY OF FRIENDSWOOD
ADMINISTRATIVE POLICIES AND PROCEDURES
Appointments to City Boards, Commissions, and Committees

I. PURPOSE

It is the desire and intent of the Friendswood City Council to encourage and support citizen participation in the governing of the affairs of the City. Service through membership on a City board, commission, or committee is a valued and important opportunity for participation in an advisory capacity. To these ends, this policy 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 those appointments.

The Friendswood Charter gives the Mayor the authority to appoint special committees as he/she deems advisable and as instructed by the Council (City Charter Section 3.05). Special committees established for specific purposes are usually of limited duration and the Council may apply these policies and procedures to said committees as deemed necessary.

II. POLICY

This policy sets forth the comprehensive process for appointments to the City's boards, commissions, and committees, including advertising for candidates, application forms, and processing information to the City Council; appointment timetable; attendance records; letters of appointment; oaths of office; and letters of appreciation.

III. COUNCIL LIAISONS

The Mayor and City Council may annually appoint a councilmember to serve as a liaison to various boards, commissions, and committees. Liaison appointments will generally be made no later than the second regular meeting of the Council following the May General election. The Council Liaison shall serve as a conduit of information between the City Council and the board, commission, or committee. An information sheet listing all standing boards, commissions, and committees that may have an assigned Council Liaisons) is included as Exhibit A. A synopsis of most of the City's standing boards, commissions, and committees is included as Exhibit B.

IV. PROCEDURES

Sec. 4.01. Uniform Appointment Date

The City of Friendswood shall create or amend orders in such a manner that will allow for appointments to be effective on one of two uniform dates in July or November.

Sec. 4.02. Applicable Laws and Ordinances

All boards, commissions, and committees shall act in accordance with the authority granted to them through applicable state law, charter provision, and/or directives and policies of the City Council.

EXHIBIT "A"

Some members of boards, commissions, and committees are considered officers because of their special responsibilities and decision-making duties, and as such, will require increased levels of commitment and responsibility. The boards, commissions, and committees whose members are considered officers are:

- Planning and Zoning Commission,
- Zoning Board of Adjustment,
- Construction Board of Adjustment and Appeals, and
- Charter Review Commission.

Sec. 4.03. Terms of Office

Each term of service on a board, commission or committee will be for a three-year period unless otherwise directed by Council or otherwise provided by law, except for the Charter Review Commission, which is a six-month term and Zoning Board of Adjustment, which requires a 2-year term by statute (LGC 54.033 and 211.008). No member/officer shall be elected to serve as Chair or Vice Chair for more than four terms unless otherwise directed by Council. Beginning with the most recent amendment and re-adoption of this policy on July 10, 2017, all existing board, commission, or committee member's terms start at year zero.

Sec. 4.04. Oaths of Office

Oaths of Office appropriate to the position held and in accordance with the provisions of Section 6.05 of the City Charter (Every officer of the City, whether elected or appointed, before entering upon the duties of office, shall take and subscribe to the appropriate oath or affirmation to be filed and kept in the office of the City Secretary) will be administered to all newly appointed or reappointed members at their first regular meeting or as soon as possible after appointment. Arrangements to receive oaths of office at another time may also be made at the discretion of the City Secretary or whomever is authorized by law to give the oath such as a notary public. The following boards, commissions or committees are subject to this section:

- Planning & Zoning Commission,
- Zoning Board of Adjustment,
- Construction Board of Adjustment and Appeals, and
- Charter Review Commission.

Sec. 4.05. Rules and Regulations

All boards, commissions, and committees shall follow procedures of conduct set out in Robert's Rules of Order. All board, commission, and committee meetings shall have an agenda and record the action by keeping minutes. Advisory boards, commissions, and committees shall not be required to comply with the Texas Open Meetings Act. However, the following boards, commissions or committees are subject to Texas Open Meetings Act:

- Planning and Zoning Commission,
- Zoning Board of Adjustment,
- Construction Board of Adjustment and Appeals,
- Friendswood Downtown Economic Development Corporation, and
- Charter Review Commission.

Some boards, commissions, and committees may desire or be directed to adopt rules of procedure, all such rules of procedure and subsequent amendments shall be approved by the City Council.

Sec. 4.06. Appointment of Officers/Members

Officers or members of each of the City's boards, commissions, and committees will be appointed in accordance with any applicable ordinances, state laws, or City Charter. The positions of Chair and Vice Chair may be rotated following the appointment and reappointment time frame, but may not serve more than four consecutive terms, unless otherwise approved by the Council. Members of all city boards, committees, commission, including those advisory in nature are required to be residents of the city. The City Secretary shall include all newly appointed officers/members in the City's Boards, Commissions, and Committees' rosters.

Sec. 4.07. Providing and Maintaining Records

The City Secretary's office shall keep an up-to-date official record of pertinent information on each board, commission, and committee in an official notebook. City Staff Liaisons to the boards, commissions, and committees will work with the City Secretary's Office to provide up-to-date information of names, addresses, and telephone numbers for their boards, commissions, and committee members. The City Secretary's Office is responsible for maintaining the City's historical list of boards, commission, and committee members.

Sec. 4.08. Attendance Policy and Records

Attendance records shall be maintained by all City Staff Liaisons providing support to the various City boards, commissions, and committees and input into the City's centralized meeting, agenda, and minute program; said attendance records can also be made available upon request to the boards, commissions, and committees members at each regular meeting.

Staff liaisons will work with the City Secretary's Office to ensure that attendance records are correct and available for Council review at the time of the appointment / reappointment process.

It shall be the responsibility of each member to attend meetings regularly. Three consecutive unexcused absences or the absence of an advisory board or committee member from more than 50 percent of the meetings in a six-month period shall be cause for Council to consider the removal of said member for excessive absences. Three consecutive unexcused absences or the absence of a member considered to be an officer from more than 20 percent of the meetings in a six-month period shall be cause for Council to consider the removal of said member for excessive absences.

Attendance at all regular meetings, special meetings, and work sessions by each board, commission, and committee member will be recorded, and absences shall be noted as excused or unexcused by the Chair; examples of excused absences include but are not limited to: illness, business reasons, death of family members, etc.

Sec. 4.09. Information Packets

Each applicant shall receive a welcome letter and packet of information about the committee, its purpose, members, meeting schedule and location, and any other information, such as rules of

procedure, as requested. Additionally, the City Secretary's Office will provide each newly appointed board, commission, and committee member with a copy of the City's Volunteer Guidebook. Each individual will complete the guidebooks acknowledgement of receipt form and only one form is required for the individual for the duration of his/her time on the board, committee commission.

V. Appointments

Sec. 5.01. Applications

All citizens interested in being appointed or reappointed to a board, commission or committee must have an up-to-date application on file or submit a completed application to the City Secretary via its paper or online application. New applications will be forwarded to the Staff Liaison of the appropriate board, commission, or committee. At the established time, applications will be distributed by the City Secretary's Office to the Mayor and City Council.

Upon request, the City Secretary shall provide an application and a background check disclosure and authorization form to citizens, as well as information sheets on the various boards, commissions, and committees. A background check is required upon initial appointment and for reappointment.

The City Secretary shall advertise an invitation to citizens to submit an application indicating their interest and qualifications to serve on a board, commission, or committee at least once a year, or as needed, in the news media, social media, internet, and/or as otherwise directed by City Council.

The two regularly scheduled appointments cycles are as follows:

JULY:

- Planning and Zoning Commission,
- Zoning Board of Adjustment,
- Construction Board of Adjustment and Appeals,
- Library Board of Trustees,
- Community and Economic Development Committee, and
- Charter Review Commission (to be appointed in July every 5 years or as called by Council).

NOVEMBER:

- Fourth of July Steering Committee,
- Keep Friendswood Beautiful,
- Senior Citizen Advisory Committee, and
- Investment Committee.

All applications submitted to the City Secretary will be date stamped, e-mailed to the Staff Liaison to the committee(s) and will be retained by the City Secretary for a period in compliance with the City's records retention schedule. The applications will be used in making appointments to boards, commissions, and committees for expiring terms of office and as vacancies occur.

The City Secretary will send a letter to each board, commission, and committee member who has an expiring term of office to determine if the member wishes to be considered for reappointment and/or to update the application on file.

Sec. 5.02. Appointment Process

By the end of May and September of each year, the City Secretary will notify the Staff Liaison what members/officers would like to be reappointed and who would not. The Staff Liaison will contact the Council Liaison to discuss the candidates for appointment/reappointment. Council liaisons, chairpersons, vice chairpersons, staff, or other members/officers may interview new candidates to be considered prior to the appointments. The Council Liaison to the board, commission or committee will contact the Mayor on the proposed appointments/reappointments and obtain his concurrence.

The Council Liaison will notify the City Secretary who will then prepare an Agenda Item form for the July or November Council meeting to have the appointments/reappointments approved by Mayor and Council.

Appointments shall be made to boards, commissions, and committees at the regular monthly Council meeting in July and November or as soon thereafter as possible. Appointments will be effective July and November, respectively.

A congratulatory letter and welcome packet with related forms will be prepared by the City Secretary's Office for all newly appointed or reappointed members to the City's boards, commissions, and committees. An example of said welcome packet is hereto included as Exhibit C. Appreciation letters will be sent by the City Secretary to all individuals who were not appointed.

All members/officers of the boards, commission and committees must complete Open Meetings Act (OMA) Training and Public Information Act Training administered by the Texas Attorney General within 90 days as required by law and must provide their certificate of completion to the City Secretary's office. Members/officers may designate the City Secretary as the public information coordinator to satisfy the training requirements of the Texas Public information Act.

Sec. 5.03. Selection Criteria

Members selected should not only be qualified, but also show a desire and commitment to serve in the capacity they are appointed. The selection of members to boards, commissions, and committees shall be made considering the stated interest and desire of the applicant to serve, as well as, other criteria as deemed appropriate by the Council and may include but is not limited to: the applicant's availability, qualifications, personal background, and any special skills he/she may have.

Sec. 5.04. Filling Vacancies

Vacancies on boards, commissions, and committees caused by resignations will be filled throughout the year as they occur to complete unexpired terms of office. When a vacancy occurs, the Staff Liaison of the board, commission, or committee shall notify the City Secretary.

Appointments to fill vacancies will be made at a Council meeting by a majority of City Council from the list of applicants provided on the Agenda Item form completed by the City Secretary.

EXHIBIT "A"

Should there be no current applicants for the vacancy, the City Secretary shall follow the procedures previously described to seek new applicants.

EXHIBIT "A"

EXHIBIT A
FRIENDSWOOD CITY COUNCIL LIAISONS

COMMITTEE	COUNCIL MEMBER
Clear Creek Watershed Steering Committee	Main Liaison: Alternate:
Community & Economic Development Committee	Main Liaison: Alternate:
4 th of July Steering Committee	Main Liaison: Alternate:
Galveston County Commissioners Court	Main Liaison: Alternate:
Galveston County Consolidated Drainage District	Main Liaison: Alternate:
Galveston County Mayors' & Councils' Association (GCMCA)	All City Council Members
Gulf Coast Authority	Main Liaison: Alternate:
Houston-Galveston Area Council (H-GAC)	Main Liaison: Alternate:
Harris County Commissioners Court	Main Liaison: Alternate:
Harris County Mayors' and Councils' Association (HCMCA)	All City Council Members
Homeowner's Associations	City Manager's Office/Staff
Keep Friendswood Beautiful (KFB)	Main Liaison: Alternate:
Library Board	Main Liaison: Alternate:
Planning and Zoning Commissions	Main Liaison: Alternate:
Senior Citizens Advisory Committee	Main Liaison: Alternate:
Zoning Board of Adjustment	Main Liaison: Alternate:
Investments Committee	No Liaison Required
Construction Board of Adjustment & Appeals	No Liaison Required
Charter Review Commission	No Liaison Required

EXHIBIT "A"

EXHIBIT B

SYNOPSIS OF STANDING BOARDS, COMMISSIONS, AND COMMITTEES

PLANNING AND ZONING COMMISSION			
Number of Members:	7 regular	Term of Office:	3-years, overlapping terms
Established by:	City Code, Chapter 2 “Administration”, Article II “Boards, Committees and Commissions”, Division 3 “Planning and Zoning Commission, Section 2-69; LGC Chapters 211 & 212		
Appointed by:	City Council		
Regular Meetings:	2 nd and 4 th Thursday of the month		
Time:	7:00 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair & Vice Chair selected every 3 years by Commission members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Community Development - Department Head and staff.		
Council Liaison:	Yes, appointed by City Council		
Duties of the Commissions:	The Commission shall submit recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map: any request for a specific use permit or planned unit development any change or amendment to the subdivision ordinance: and any related request by Council. In public meeting, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.		

ZONING BOARD OF ADJUSTMENT			
Number of Members:	5 regular & 4 alternates	Term of Office:	2-years, overlapping terms
Established by:	City Code, Appendix C, Sections 10-13; LGC Sections 211.008 – 211.011		
Appointed by:	City Council		
Regular Meetings:	As needed		
Time:	4 th Tuesday of the month, as needed, unless a holiday falls during the week of the meeting date, and date is moved to the 3 rd Tuesday of the month.		
Location:	Friendswood City Hall		
Officers:	Chair & Vice Chair elected every 2 years by members. Officers will be appointed for two-year terms as required by statute (LGC 54.033 and 211.008). Chair and Vice Chair may not serve more than four terms, unless otherwise approved by Council.		
Compensation:	None		
Staff Support:	Building Official, City Planner and Development Coordinator		
Council Liaison:	No		
Duties of the Commissions: This board hears and rules on requests for appeals, special exceptions and variances to the Zoning Ordinance and authorizes variances from the zoning ordinance when not contrary to the public interest. This board also serves as the appeals board for Fire and Life Safety Codes, Flood Damage Prevention Code (City Code, Section 34-41), and Building and Standards Commission (BASC) (City Code, Section 14-319).			

EXHIBIT "A"

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS			
Number of Members:	7 regular & 2 alternates (if desired)	Term of Office:	3-years
Established by:	City Code, Chapter 14 “Buildings and Building Regulations”, Article II “Standard Building Code”, Section 105.1		
Appointed by:	City Council		
Regular Meetings:	As needed		
Time:	7:00 P.M.		
Location:	Friendswood City Hall		
Officers:	Chair& Vice Chair are selected every two years by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Compensation:	None		
Staff Support:	Building Official		
Council Liaison:	No		
<u>Duties of the Commissions:</u> The Construction Board of Adjustments and Appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large front the building industry and one member at-large from the public.			

FRIENDSWOOD PUBLIC LIBRARY ADVISORY BOARD			
Number of Members:	7 regular & 3 alternates	Term of Office:	3-years, overlapping terms
Established by:	Ordinance No. 173; effective November 22, 1972		
Appointed by:	City Council		
Regular Meetings:	3 rd Tuesday of the month, as needed		
Time:	7:00 P.M.		
Location:	Friendswood Public Library		
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Compensation:	None		
Staff Support:	Library Director and designated Library staff		
Council Liaison:	Yes, appointed by City Council		
<u>Duties of the Commissions:</u>	To establish general library policy, represent the public and its interest in the operation of the library, secure from the people of Friendswood support for the Library, and to interpret the needs of the people to the City Council.		

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE			
Number of Members:	7 regular	Term of Office:	3-years, overlapping terms
Established by:	Council Action on February 15, 1993		
Appointed by:	City Council		
Regular Meetings:	1 st Wednesday of the month		
Time:	3:30 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for a three-year term following the appointment and		

EXHIBIT "A"

	reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.
Ex Officios:	Chamber of Commerce Representative and Planning and Zoning Commission Representative
Staff Support:	Assistant City Manager and/or his/her designee
Council Liaison:	Yes, appointed by City Council
Duties of the Commissions: To encourage commercial and industrial developments which are compatible with the image of Friendswood; provide recommendations to the City Council regarding codes, ordinances, policies, and procedures that assist economic development and conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the city's interest, needs, and image.	

CHARTER REVIEW COMMISSION			
Number of Members:	7 regular	Term of Office:	6-months
Established by:	City Charter, Section 11.09 “Charter Review Commission”		
Appointed by:	City Council, every five years		
Regular Meetings:	3 rd Tuesday of the month, as needed		
Time:	7:00 P.M.		
Location:	Friendswood City Hall		
Officers:	Chair and Vice Chair are selected by members.		
Compensation:	None		
Staff Support:	City Manager, City Attorney and City Secretary		
Council Liaison:	No		
<u>Duties of the Commissions:</u> To (1) inquire into the operation of the City government under the Charter provisions and determine whether any such provisions require revision, to include public hearings as needed; (2) propose, if it deems desirable, amendments to this Charter to improve the effective application of the Charter to current conditions; and (3) report its findings and present its proposed amendments, if any, to the Council.			

FOURTH OF JULY STEERING COMMITTEE			
Number of Members:	20 regular	Term of Office:	3-years, overlapping terms
Established by:	Council Action		
Appointed by:	City Council		
Regular Meetings:	3 rd Wednesday of the month		
Time:	6:00 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation and/or his/her designee		
Council Liaison:	Yes, appointed by City Council		
Duties of the Commissions:	To assist staff in organizing, planning, coordinating, and overseeing the annual City of Friendswood Fourth of July activities and any other related functions requested by the City Council.		

EXHIBIT "A"

KEEP FRIENDSWOOD BEAUTIFUL			
Number of Members:	20 regular & 2 alternates	Term of Office:	3-years, overlapping terms
Established by:	City Council January 15, 1973, as Civic Beautification Committee City Council, January 25, 2010, from Community Appearance Board to Keep Friendswood Beautiful Committee		
Appointed by:	City Council		
Regular Meetings:	4 th Tuesday of the month		
Time:	6:30 P.M.		
Location:	Friendswood City Hall		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation and/or his/her designee		
Council Liaison:	Yes, appointed by City Council		
<u>Duties of the Commissions:</u>	To enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image. The KFB directs and coordinates management and planning of its projects and education of the community: recommends budget and project priorities to City Council: seeks grants for funding opportunities: makes suggestions for conserving and protecting natural resources: and performs such other duties as the City Council may reasonably request. Keep Friendswood Beautiful also serves as the advisory committee for the City's Storm Water Management Program (last updated 2014) per TCEQ.		

SENIOR CITIZEN ADVISORY COMMITTEE			
Number of Members:	8 regular & 1 alternate	Term of Office:	3-years, overlapping terms
Established by:	Council Action (1993)		
Appointed by:	City Council		
Regular Meetings:	2 nd Tuesday of the month		
Time:	9:00 A.M.		
Location:	Activities Building, 416 Morningside		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation and/or his/her designee		
Council Liaison:	Yes, appointed by City Council		
Duties of the Commissions:	To advise the City Council in all matters pertaining to Friendswood's Senior Citizens Program: acquaints itself with and makes a continuous study and review of the program: recommends the adoption of policies for the program: recommends to the City Council rules and regulations governing the program: makes recommendations to the City Council and City Manager and reasons therefore: and performs other duties as the City Council may reasonably request		

INVESTMENT COMMITTEE			
Number of Members:	3 regular & No alternates	Term of Office:	3-years
Established by:	Council Action (January 1997)		
Appointed by:	City Council		
Regular Meetings:	Quarterly		
Time:	4:00 P.M. or at the Request of the Chair		

EXHIBIT "A"

Location:	Friendswood City Hall / Administrative Services Department
Compensation:	None
Officers:	Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.
Staff Support:	Director of Administrative Services and/or his/her designee
Liaison/Deputy	City Manager
Council Liaison:	No
<u>Duties of the Commissions:</u> To assist staff in organizing, planning, coordinating, and overseeing the annual City of Friendswood Fourth of July activities and any other related functions requested by the City Council.	

EXHIBIT C

DATE

NAME

ADDRESS

BLOCK

DEAR (NAME):

On behalf of the Mayor and City Council, congratulations, on your recent appointment to the _____. Your term commences _____, and will expire on _____. It is at that time that you will be eligible for reappointment to another full ____-year term, should you and the City Council desire to do so. Your attendance is very important, so an attendance record is kept at each meeting; therefore, it is your responsibility to attend the meetings regularly and notify the staff liaison of your absence as soon as possible.

Please note that your appointment requires the completion and filing of the documents/trainings noted below, and they are:

1. Oath of Office and Statement of Elected/Appointed Officer;
2. Public Information Act Training and/or the Appointment of Public Information Coordinator;
3. Public Access Option;
4. Open Meeting Act Training; and
5. Volunteer Guidebook Acknowledgement Page.

If you require assistance with these documents or processes, please visit our City Secretary's Office located at 910 S. Friendswood Drive, where staff will be happy to assist you. Should you have any questions, please do not hesitate in contacting the Friendswood City Secretary, at 281-996-3270 or via email at **citysecretary@friendswood.com**.

Thank you for your time and service.

Sincerely yours,

City Secretary

EXHIBIT "A"

In the name and by the authority of
The State of Texas
OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the _____ for the City of Friendswood, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and the charter and ordinances of this city, so help me God.

Officer's Signature

Printed Name

SWORN TO and subscribed before me by on this _____ day of _____, _____.

Signature of Person Administering Oath

(Seal)

Printed Name

Title

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, _____, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's Signature

Position to Which Elected/Appointed

Friendswood, Galveston/Harris
City and/or County

TEXAS GOVERNMENT CODE SECTION 552.024
PUBLIC ACCESS OPTION FORM

[Note: This form should be completed and signed by the public official no later than the 14th day after the public official is elected or appointed.]

(Name of Appointed/Elected Official)

Title

Board/ Commission to Which Elected / Appointed

The Public Information Act allows employees, public officials and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information:

	PUBLIC ACCESS?	
	NO	YES
Home Address		
Home Telephone Number		
Personal Cell Phone Numbers		
Emergency Contact Information		
Social Security Number		
Family Member Information		

Officer's Signature

(Date)

**APPOINTMENT OF THE PUBLIC INFORMATION COORDINATOR
PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT**

THE STATE OF TEXAS §
COUNTIES OF §
GALVESTON/HARRIS §

The City Secretary of the City of Friendswood, Texas, is primarily responsible for administering the responsibilities of the public official or governmental body of the City under the Texas Public Information Act. As such, pursuant to Section 552.012(c) of the Texas Government Code, I _____ as a member of the _____ of the City of Friendswood, Texas, hereby appoint the City Secretary as the public information coordinator to satisfy my training requirements of the Texas Public Information Act.

Signed this _____ day of _____, _____

(Name of Appointed/Elected Official)

Title

THE STATE OF TEXAS §
COUNTIES OF §
GALVESTON/HARRIS §

BEFORE ME, the undersigned authority, this day personally appeared _____, a member of the _____ of the City of Friendswood, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of this office this _____ day of _____,
_____.

(SEAL)

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EXHIBIT "A"

TO: Board, Commission or Committee Member
FROM: _____, City Secretary
SUBJECT: Texas Open Meetings Act

During the Regular Session of the 79th Legislature, the Legislature enacted legislation which, among other actions, amended the Texas Open Meetings Act (TOMA). Effective January 1, 2006, the new law requires public elected/appointed officials who are members of a governmental body to receive training concerning its responsibilities with regard to the Texas Open Meetings Act. The Act stipulates that training must be completed within 90 days from the date the oath of office is taken.

To fulfill the training requirement, you will need to do the following:

1) Watch the training video

To access the training video, please follow this link to the OAG's website:

<https://www.texasattorneygeneral.gov/open-government/open-meetings-act-training>

At the conclusion of the training video, you will be presented with an identification code/number. Please record this code/number as it will be used to obtain your course certificate.

If you do not have access to the internet, please contact the City Secretary's Office at 281-996-3270, to request a DVD copy of the video.

2) Print the course certificate

To obtain your course certificate, please follow this link:

https://www2.texasattorneygeneral.gov/forms/openrec/og_certificates.php

3) Mail, fax, email, or deliver the certificate to the City of Friendswood City Secretary's Office

Mail/Deliver: 910 S. Friendswood Drive, Friendswood, Texas 77546-4856

Fax: 281-482-1634

Email: citysecretary@friendswood.com

Thank you for taking the time to be in compliance with the Texas Open Meetings Act. Should you have any questions in regards to this process, the training or your board member paperwork, please contact our offices, at (281) 996-3270.

EXHIBIT "A"

ACKNOWLEDGEMENT OF RECEIPT
OF THE
CITY OF FRIENDSWOOD
VOLUNTEER GUIDEBOOK

I hereby acknowledge receipt of the City of Friendswood Volunteer Guidebook, and that I am responsible for knowing and following the policies and procedures contained therein. I, also, understand the City of Friendswood Volunteer Guidebook may be modified at any time and I will be responsible staying abreast of those updates when notified.

Date Received

Volunteer Signature

Printed Name

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/07/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for second and final reading regarding the requested zone classification change approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition 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 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The applicant is proposing to change the zoning of approximately 3.65 acres from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change will allow the property to developed in accordance with the Industrial (I) zoning regulations.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone classification change.

This zone change request is a result of the Planning and Zoning Commission and City Staff collaboratively working with the property owner to develop his property while avoiding a planned unit development. Changing the zoning of approximately 3.65 acres out of the 18.0137 acre tract so that the entire tract is zoned Industrial (I) will allow for consistent and harmonious development of the tract for industrial uses while maintaining commercial uses along a significant portion of FM 2351. This proposed change is consistent with the Future Land Use Map and the intentions for the City's panhandle area to be developed with an industrial emphasis.

ATTACHMENTS

1. Ord 2021-XX Industry Park 2 Zone Change from CSC to I 08-24-2021 (reformatted for agenda)
2. Exhibit A

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR 3.65 ACRES OUT OF 18.0137 ACRES LOCATED ALONG FM 2351 (ADDRESS NOT YET ASSIGNED), THE 18.0137 ACRES MORE FULLY DESCRIBED IN 4 TRACTS: 16.592 ACRES OUT OF AND PART OF TRACT B AND C OF LOT 63 OF THE COFFMAN AND HOIDALE SUBDIVISION, .0918 ACRES OUT OF AND PART OF TRACTS B AND C, OF LOT 63, OF THE COFFMAN AND HOIDALE SUBDIVISION, AND .1119 ACRES OF LAND OUT OF AND PART OF DIVISION B, OF LOT 63 OF THE HOIDALE-COFFMAN ADDITION 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 1.218 ACRES KNOWN AS RESTRICTED RESERVE I WITHIN THE PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, FILM CODE 688395, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM COMMUNITY SHOPPING CENTER (CSC) TO INDUSTRIAL (I) SO THAT THE ENTIRETY OF THE REFERENCED TRACTS WILL BE ZONED INDUSTRIAL (I); 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, LP, represented by Daniel Rucker, is the Owner of the tract located at along FM 2351 (address not yet assigned), also known as 18.0137 acres consisting of four tracts as described: 16.592 acres out of a 19.4825 acre tract, being Tract B and C of Lot 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; .0918 acres out of a 19.4825 acre tract, being Tracts B and C, of Lot 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; .1119 acre tract 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; and 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, a subdivision of 9.7462 acres out of Lot 63 Divisions “B” & “C” and Lots 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 , as also depicted in Exhibit “A” incorporated herein by reference, (the “Property”); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Community Shopping Center (CSC) to Industrial (I); 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 approval 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; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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) to Industrial (I), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District 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 13th day of SEPTEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

Exhibit "A"

1. Application
2. Deed and Metes and Bounds Description
3. Plat
4. Aerial Map
5. Location Map
6. Zoning Map



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: CSC

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: I

☐ 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

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 : Stephanie Canady Phone: 281-648-1268

Agent's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-1268

Agent's Email Address: scanady@cbpd.net

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: 6-15-21

Agent's Signature: [Signature] Date: 6-15-21

Received By: Brooke Bennett
Date of Public Hearing: 8-12-21
Property Owner Notices: 7-30-21

Application Number: PLAN-2021-0031
Received Date: 6-21-2021
Newspaper Notice: 7-19-21
Sign on Property: 7-30-21

Submittal Requirements for Zone Change Applications

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

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

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

☐ Current Deed of Record

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

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

Electronically Recorded
REC #: 2015 0084 708
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 1404368

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.

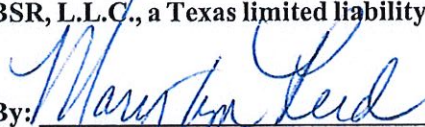
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal 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

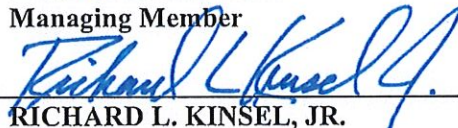
By: 
Name: JASON ALEXANDER
Title: Managing Member

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.





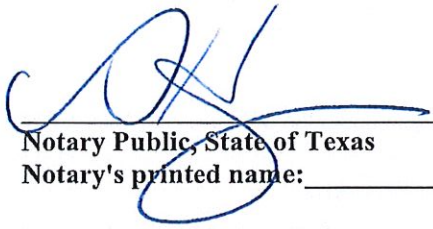
Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

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.



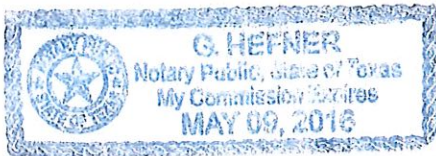


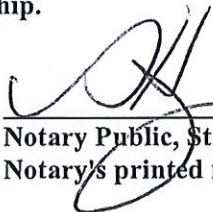
Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

THE STATE OF TEXAS {}

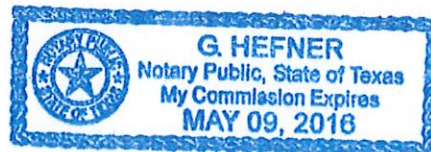
COUNTY OF HARRIS {}

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.





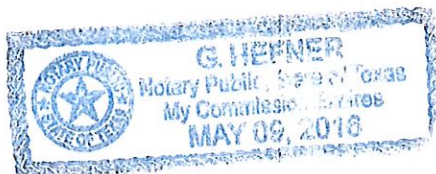
Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

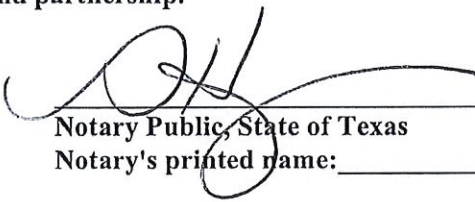


THE STATE OF TEXAS {}

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

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:

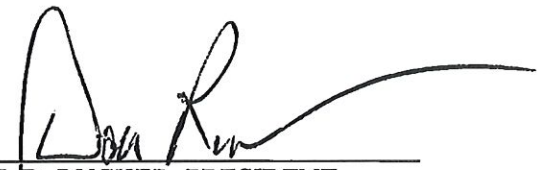
Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

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.

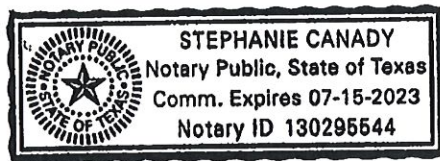


DANIEL D. RUCKER, PRESIDENT
COASTAL BEND LAND INVESTMENTS, LP
A TEXAS LIMITED PARTNERSHIP

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

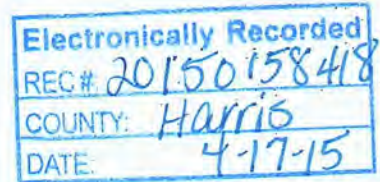
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



A handwritten signature in black ink, appearing to read "Chris Hollins", is written over the printed name and title.

COUNTY CLERK
HARRIS COUNTY, TEXAS

Original Deed before Partial Plat of
Industry Park Friendswood



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: *Francis B. Freeman, Jr.* *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;

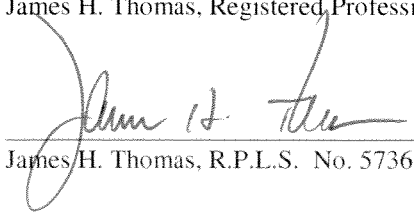
Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham 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;

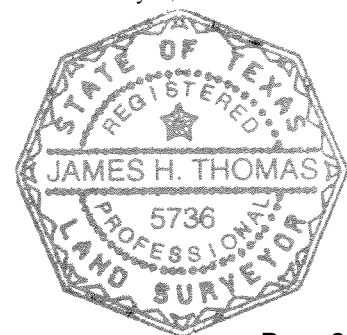
Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions 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;

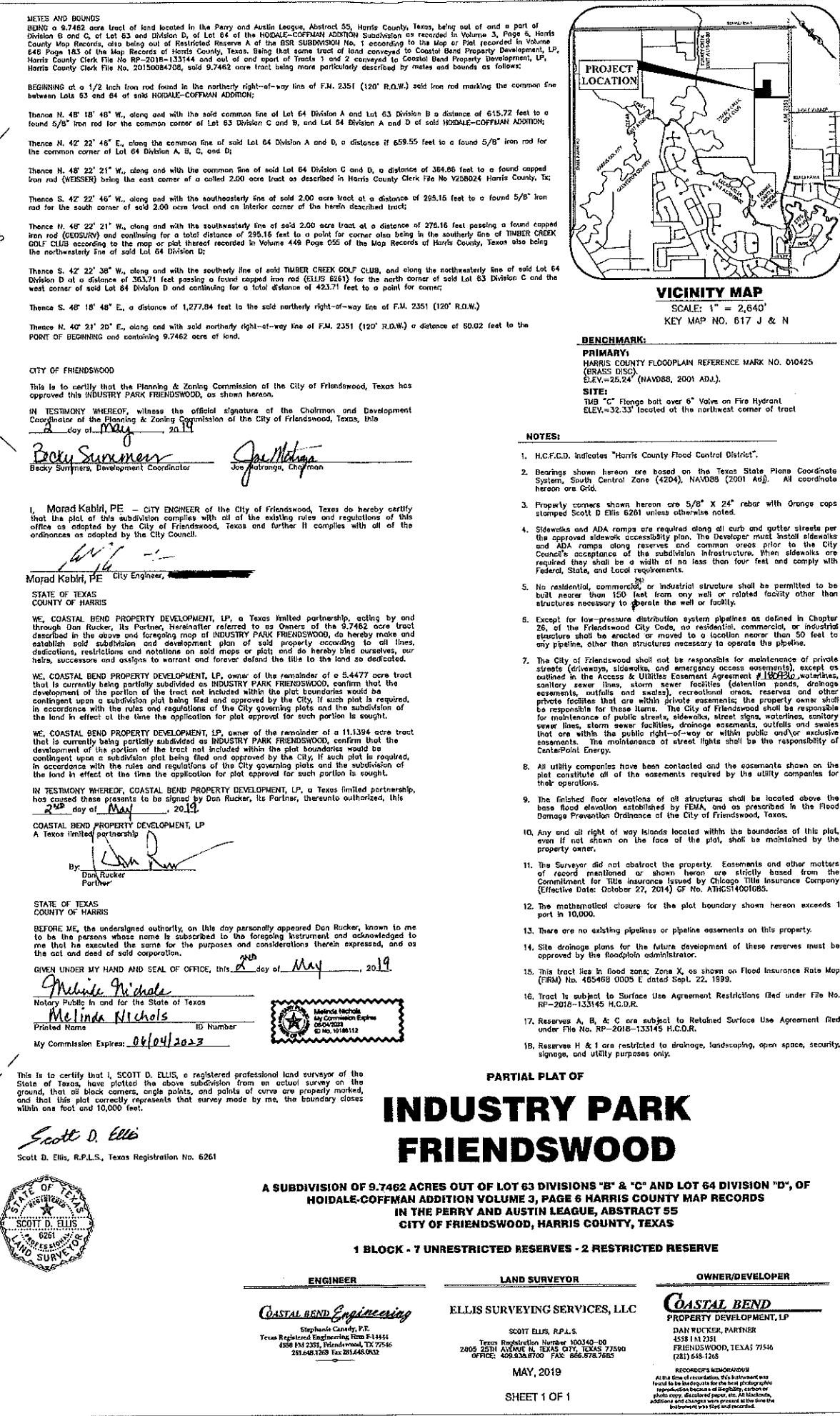
Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total 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





ArcGIS Web Map

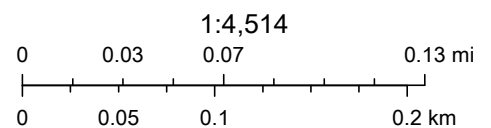


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 City Limits

 Streets

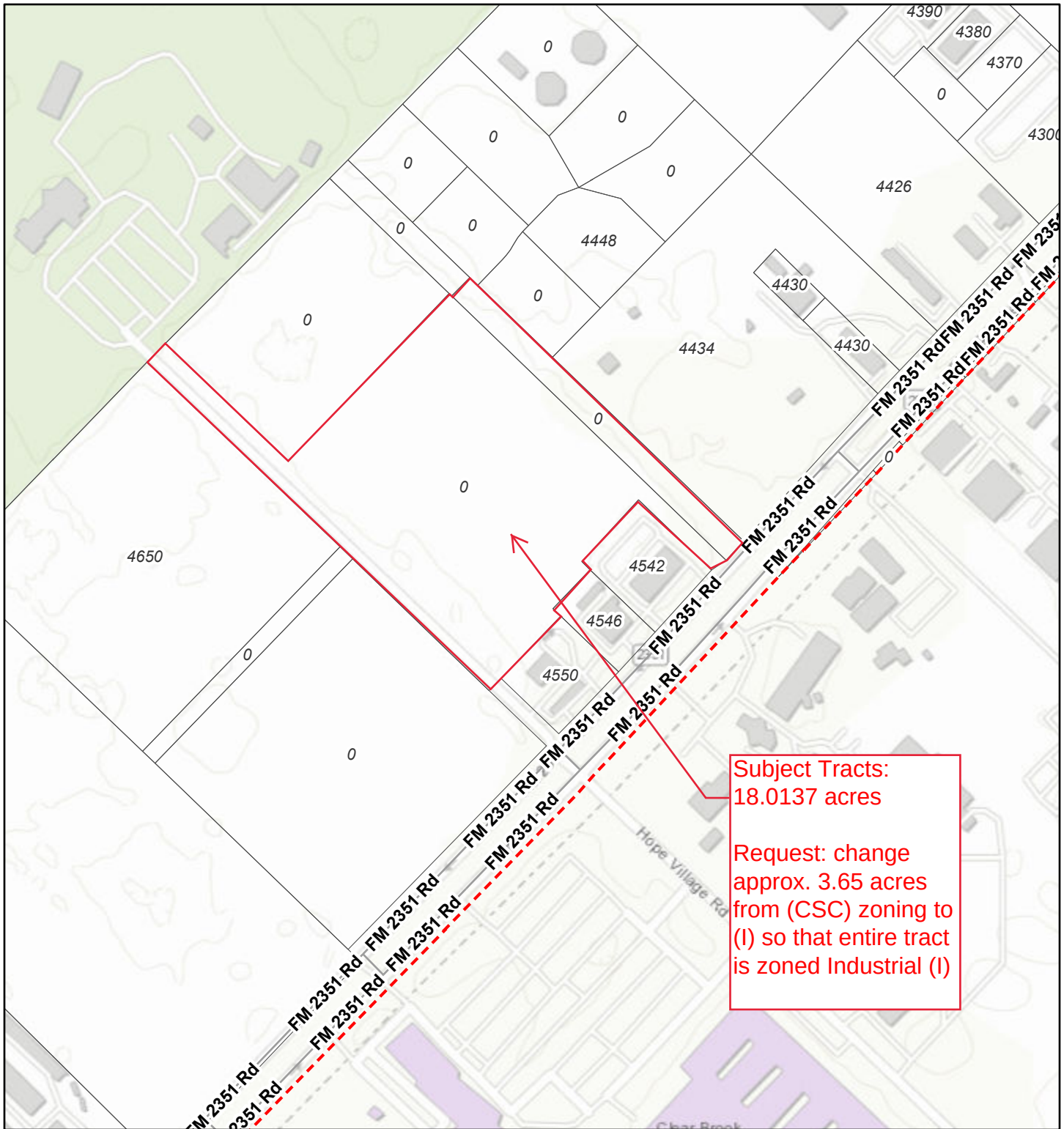
 Parcels



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web AppBuilder

ArcGIS Web Map

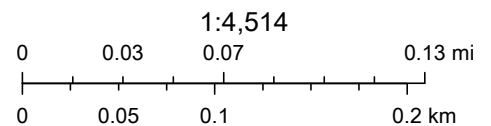


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 City Limits

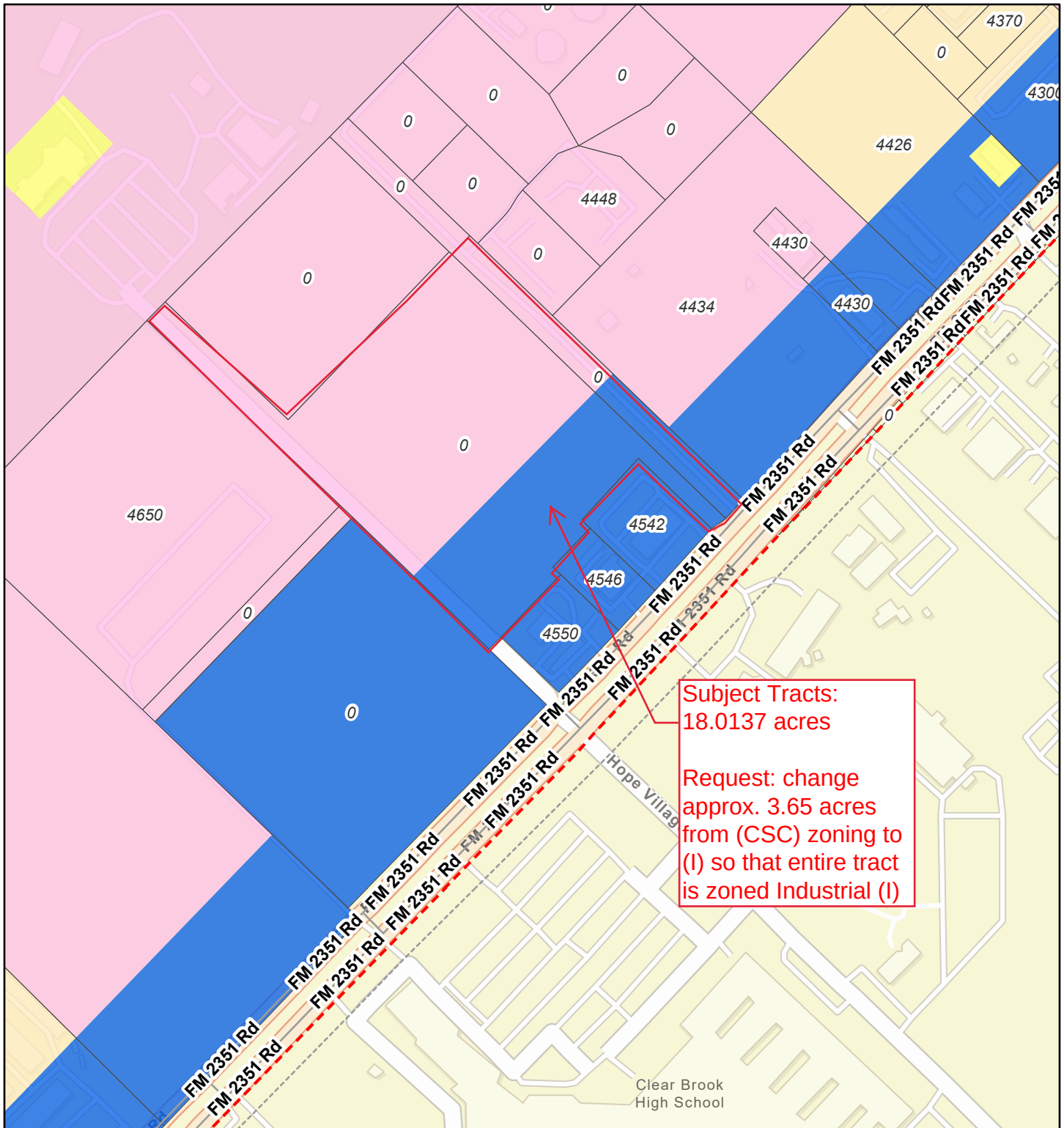
 Streets

 Parcels

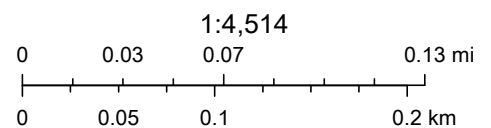
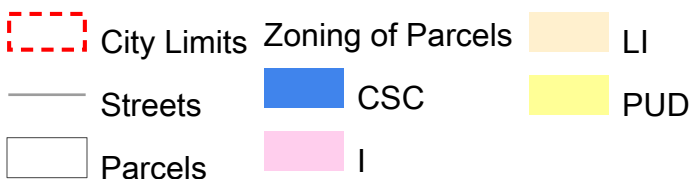


City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web Map



6/23/2021, 4:05:41 PM



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ArcGIS Web AppBuilder

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/07/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for second and final reading regarding the requested zone classification change of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is in the process of redesigning the site for Fire Station No. 2 as part of a bond package. The current zoning of Single Family Residential (SFR) does not allow governmental uses, i.e. NAICS Use #922, Justice, Public Order and Safety Activities. The existing building was grandfathered, but with that building being demolished and a new one constructed, the zoning must be brought into compliance. The site will be subject to the Community Overlay District (COD) requirements in addition to requirements of the Community Shopping Center (CSC) zoning district.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property as "Low Density Residential;" however the 2021 Draft of the Future Land Use Map identifies the property intended for "Public and Semi-Public" use. A new fire station is a critical need to the City and the Friendswood Volunteer Fire Department.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a motion to approve the requested zone classification change for 1.00 acres at 2601 W. Parkwood Avenue, the current location of Fire Department Station No. 2, from Single Family Residential (SFR) to Community Shopping Center (CSC). See P&Z Recommendation Memo for full recommendation.

ATTACHMENTS

1. Ord 2021-XX 2601 W Parkwood Ave Zone Change (reformatted for agenda)
2. Exhibit A

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR 1.00 ACRE LOCATED AT 2601 W. PARKWOOD AVE., BEING A PART OF THE MARY SLOAN SURVEY, ABSTRACT 184, GALVESTON COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN 357.03 ACRE TRACT CONVEYED BY WILLIAM F. MCCORD, TRUSTEE, ET AL TO ROBERT E. HOLCOMB, TRUSTEE, BY DEED DATED DECEMBER 23, 1965, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FILE NO. 1788; AMENDING THE ZONE CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC); 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, the City of Friendswood, represented by Steven Rhea, is the Owner of the tract located at 2601 West Parkwood Avenue being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788, as also depicted in Exhibit “A” incorporated herein by reference, (the “Property”); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC); 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 approval 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; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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 Single Family Residential (SFR) to Community Shopping Center (CSC), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District 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 13th day of SEPTEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT “A”



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: SFR

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: CSC

☐ 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: 2605 W. Parkwood Drive Friendswood, TX 77546

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: City of Friendswood Steven Rhea Phone: 281 993 3402 3203

Owner's Mailing Address: 910 S. Friendswood Dr.

City: Friendswood State: TX Zip: 77546 Fax: NA

Owner's Email Address: hmedwedeff@friendswood.com srhea@friendswood.com

AGENT'S NAME : Luis Perez/PGAL Phone: 713 622 1444

Agent's Mailing Address: 3131 Briarpark Drive

City: Houston State: TX Zip: 77042 Fax: NA

Agent's Email Address: lperez@pgal.com

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: Hailee Medwedeff [Signature] Date: 7/19/2021 7-29-21

Agent's Signature: [Signature] Date: 07/19/2021

Received By: <u>Becky Bennett</u>	Application Number: <u>PLAD-2021-0088</u>
Date of Public Hearing: <u>8-26-21</u>	Received Date: <u>7-19-21</u>
Property Owner Notices: <u>8-13-21</u>	Newspaper Notice: <u>8-4-21</u>
	Sign on Property: <u>8-13-21</u>

Submittal Requirements for Zone Change Applications

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

☐ Application Fee of \$300 (PUD \$500)
(Changes in/to Downtown District may be eligible for fee waiver)

☐ Current Deed of Record

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

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

235250

D E E D

BOOK 3235 PAGE 486

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That we, RALPH L. LOWE and wife, MARJORIE M. LOWE, of the County of Galveston, State of Texas, for and in consideration of the love and affection which we have and bear for the CITY OF FRIENDSWOOD, HAVE GIVEN, GRANTED, AND CONVEYED, and by these presents DO HEREBY GIVE, GRANT, AND CONVEY unto the CITY OF FRIENDSWOOD, of the Counties of Galveston and Harris, State of Texas, all of that certain tract of land, containing one (1) acre, more or less, in Galveston County, Texas, and being more particularly described on Exhibit "A" attached hereto and for all purposes made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title, and interest of Grantors in and to adjacent streets, alleys, and rights-of-way unto the said CITY OF FRIENDSWOOD, its successors and assigns forever and Grantors do hereby bind themselves and their heirs, personal representatives, successors, and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Executed this 28th day of December, 1977.

Ralph L. Lowe
RALPH L. LOWE

Marjorie M. Lowe
MARJORIE M. LOWE

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared RALPH L. LOWE and wife, MARJORIE M. LOWE, known to me to be the persons whose names were 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 on this the 29th day of December, 1979.

Boffie C. Henry
Notary Public In and For
Galveston County, Texas

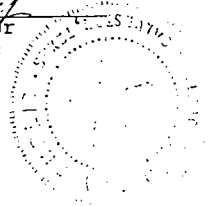
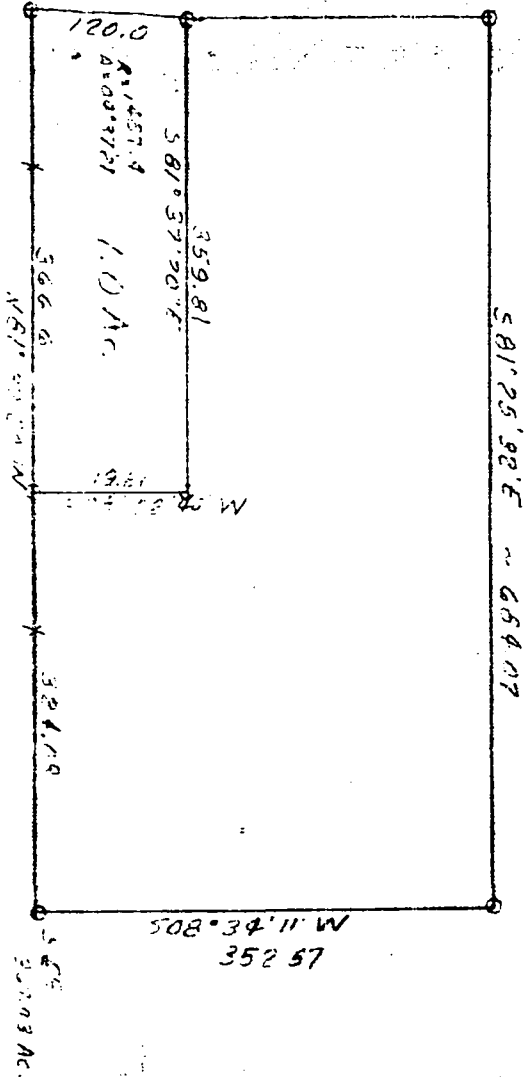


EXHIBIT "A"

F.M. 528



SURVEY PLAT SHOWING BOUNDARIES OF 1.00 ACRE OF LAND, BEING A PART OF THE MANY SIDAN SURVEY, ABSTRACT 154, GALVESTON COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN 367.03 ACRE TRACT CONVEYED BY WILLIAM F. RECORD, JR. ET AL, TO ROBERT L. HOLLAND, TRUSTEE, BY DEED DATED DECEMBER 10, 1965, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, UNDER FILE NO. 1788, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING at an iron rod marking the southeast corner of the herein described tract, said iron rod being located North 81 deg. 37 min. 20 sec. West - 324.08 feet from the southeast corner of the aforementioned 367.03 acre tract; THENCE North 81 deg. 37 min. 20 sec. West - 346.5 feet to a point (at corner on the westerly right of way line of Farm to Market Road No. 571); THENCE said right of way line with a curve to the left, having a Central Angle of 04 deg. 37 min. 21 sec., a Radius of 1487.4 feet, a distance of 2717.0 feet to a point for corner and being the northwest corner of the herein described tract; THENCE East 81 deg. 37 min. 20 sec. East - 359.81 feet to an iron rod and being the northeast corner of the herein described tract; THENCE South 08 deg. 22 min. 40 sec. West - 119.21 feet to the PLACE OF BEGINNING and containing 1.00 acre of land.

I, D. H. ADAMS, Registered Public Surveyor No. 580, do hereby certify that the above survey was made on the ground during November, 1979, under my supervision, and this plat is true and correct to the best of my knowledge and belief.

D. H. Adams, Registered Public Surveyor number 580



DEED
BOOK 3235 PAGE 489

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me.

APR 10 1980



Mary Jane Christensen
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
APR 10 9 14 AM 1980
235250
Mary Jane Christensen
COUNTY CLERK, GALVESTON COUNTY, TEXAS

CITY OF FRIENDSWOOD
ATTN: BOBBIE C. HENRY
CITY SECRETARY
109 WILLOWICK
FRIENDSWOOD, TEXAS 77546

ArcGIS Web Map



7/22/2021, 9:23:55 AM

 City Limits  Streets  Parcels

1:1,128

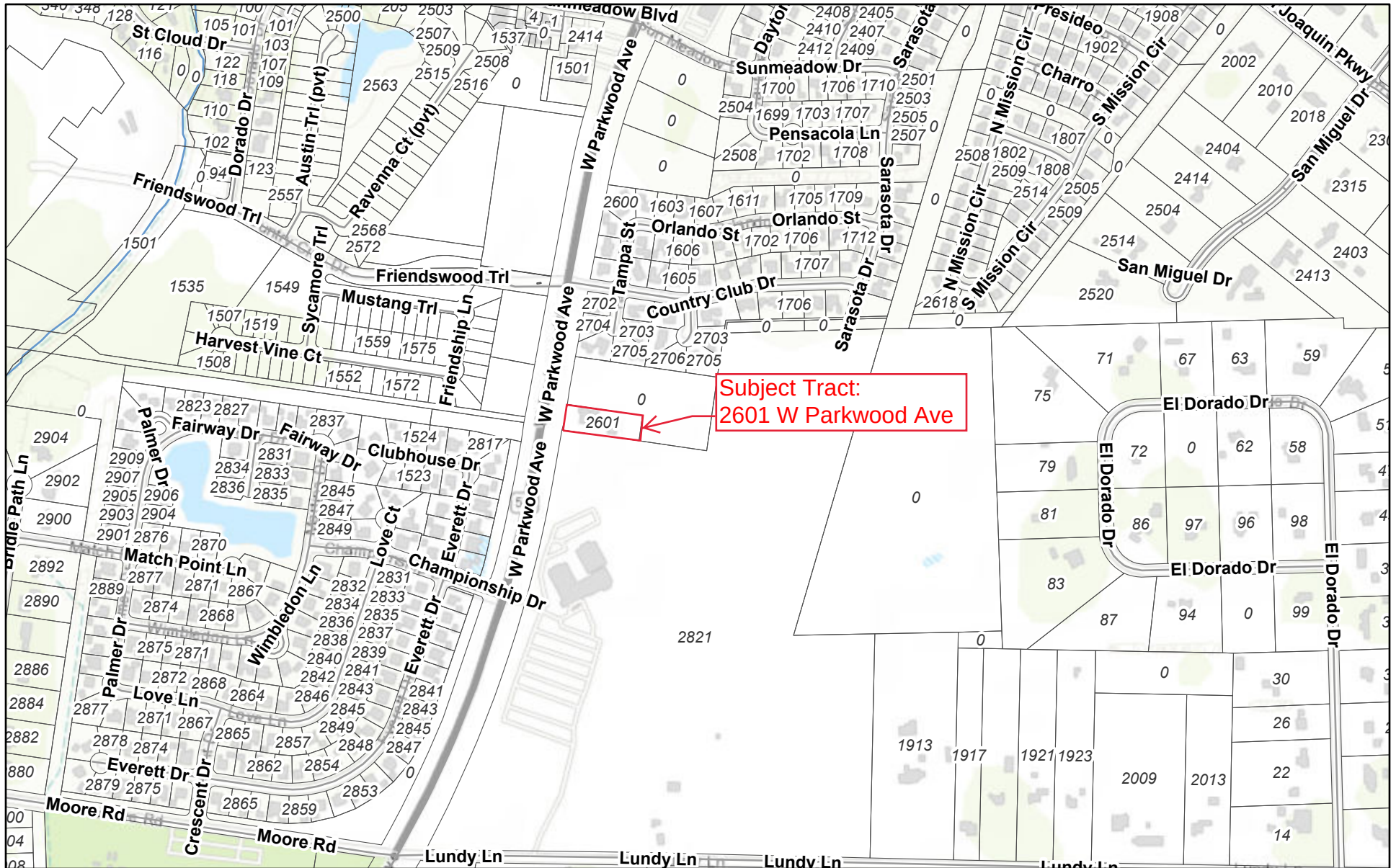
0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

ArcGIS Web Map

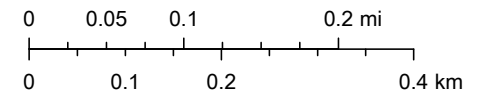


7/22/2021, 9:21:07 AM

City Limits Parcels

Streets All Linear Water Features

1:9,028



Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT

ArcGIS Web Map



7/22/2021, 9:27:05 AM

City Limits Streets Parcels Zoning of Parcels PUD CSC NC SFR Spec

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

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: September 13, 2021

Date submitted: 07/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.224 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

This application is an amendment to the Avalon at Friendswood Planned Unit Development (PUD 2019-37) to incorporate the 26.921 acres of land that was deannexed by the City of League City. The total development will now be inside the City of Friendswood limits; however the homes that are built on the 26.921 acres will still be zoned to Clear Creek Independent School District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Zoning needs to be assigned to the property since its annexation.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the requested zone change to amend the Avalon Planned Unit Development to incorporate recently annexed property.

As a result of acquiring 26.921 acres from League City for the Avalon at Friendswood development, zoning needs to be assigned to the annexed tract. Taylor Morrison, the developer, submitted an amended Planned Unit Development that includes an additional 36 residential lots on the annexed property and some minor open space adjustments. The development's previously approved lot size count and the corresponding percentages of lots sizes and the proposed lot size count and percentages are shown below:

Previously Approved 2019-37 (259 Lots):

LOT SUMMARY - FRIENDSWOOD

	60'x130'	66 LOTS	25%
	70'x130'	134 LOTS	52%
	90'x130'	59 LOTS	23%

TOTAL 259 LOTS

Proposed (295 Lots):

LOT SUMMARY

	60'x130'	54 LOTS	19%
	70'x130'	174 LOTS	59%
	90'x130'	67 LOTS	22%

TOTAL 295 LOTS

The proposed lot size percentages fall within the allowable percentages under the previously approved Planned Unit Development.

All services and utilities for the development will be provided by the City of Friendswood. The phasing of the project remains similar, as well as the plans for amenities and open space. There will be lake areas on the north and south sides of the development. Please note that although located within the City of Friendswood, the 36 lots in the newly incorporated area (26.921 acres) will be zoned to Clear Creek Independent School District unless an agreement is reached between the school districts to change the existing boundary.

ATTACHMENTS

1. Ord 2021-XX Avalon at Friendswood PUD Amendment
2. EXHIBIT A
3. EXHIBIT B

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR 183.386 ACRES ALONG BOTH SIDES OF THE FUTURE FRIENDSWOOD LAKES BOULEVARD/FRIENDSWOOD PARKWAY, 183.386 ACRES OF LAND CONSISTING OF SEVERAL TRACTS INCLUDING 96.944 ACRES OF LAND IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69 AND 86.442 ACRES CONSISTING OF TRACT 1: 59.521 ACRES OF LAND SITUATED IN THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69 AND TRACT 2: 26.921 ACRES OF LAND SITUATED IN THE I&GNRR COMPANY SURVEY NUMBER 5, ABSTRACT NUMBER 622, ALL LOCATED IN FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT (PUD) 2019-37 AND UNASSIGNED ZONING TO A REVISED AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT (PUD) CONSISTING OF 183.386 ACRES; 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, Taylor Morrison of Texas represented by Robert Skinner, is the Owner of 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, (the “Property”) as also depicted in Exhibit “A” incorporated herein by reference; and

WHEREAS, the Owners previously made application to the City to change the zoning classification of the Property from Planned Unit Development (PUD 2019-37) and unassigned zoning to a revised Planned Unit Development (PUD) to allow for a private, gated residential development with varying lot sizes, to be known as Avalon at Friendswood pursuant to the PUD document, area map and schematic development plan attached hereto included in Exhibit “B”; and

WHEREAS, the City of Friendswood annexed the 26.921 acres from the City of League City in 2021, which does not currently have an assigned zoning district; 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 approval 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; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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 Ord. No. 2021-XX

Exhibit “A”, from Planned Unit Development (PUD 2019-37) and unassigned zoning to a revised Planned Unit Development to allow for a private, gated residential development with varying lot sizes, to be known as Avalon at Friendswood pursuant to the PUD document, area map and schematic development plan attached hereto included in Exhibit “B,” but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District 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 13th day of SEPTEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT "A"

1. Application
2. Deeds and Surveys
3. Aerial Map
4. Location Map
5. Zoning Map



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: SFR / PUD

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: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Taylor Morrison of Texas, Inc. Phone: 281-598-3040

Owner's Mailing Address: 2929 Briarpark Dr. North, Suite 400

City: Houston State: TX Zip: 77042 Fax: _____

Owner's Email Address: bskinner@taylormorrison.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kparker@metaplanningdesign.com

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 Robert L Skinner Digitally signed by Robert L Skinner
Date: 2021.06.10 15:59:22 -05'00' Date: _____

Agent's Signature: Kathryn Parker Date: 7/16/2021

Received By: <u>Becky Bennett</u>	Application Number: <u>PLAD - 2021 - 0033</u>
Date of Public Hearing: <u>8-12, 9-13</u>	Received Date: <u>7-9-2021</u>
Property Owner Notices: <u>7-30-2021</u>	Newspaper Notice: <u>7-19-2021</u>
	Sign on Property: <u>7-30-2021</u>

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.

**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN**

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

WHEREAS, pursuant to that certain Earnest Money Contract dated as of July 15, 2019 (the "Purchase Agreement"), by and between Yellowstone Hill Country Ranching, LLC ("Grantor"), and Taylor Morrison of Texas, Inc. ("Grantee"), Grantor agreed to convey to Grantee all of those certain tracts of land containing approximately 86.442 acres of land that is described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with Grantor's interest, if any, without warranty or recourse, in (i) any and all rights, privileges, and appurtenances belonging or pertaining to the Land; (ii) any and all improvements, structures, and fixtures located on, over, and under the Land; (iii) any and all easements or rights-of-way affecting the Land and any of Grantor's rights to use the same; (iv) any and all rights of ingress and egress to and from the Land and any of Grantor's rights to use the same; and (v) all right, title, and interest of Grantor, if any, in and to any and all (a) air rights, water rights, claims, and permits relating to the Land, (b) reversionary interests in and to the Land, and (c) permits, approvals, utilities and rights to servicing of utilities, privileges and entitlements appurtenant to the Land (the Land, together with any and all of the related improvements, rights, privileges, appurtenances and interests referenced in items (i) through (vi) above are herein collectively referred to as the "Property");

NOW, THEREFORE, BE IT RESOLVED, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration and a promissory note ("Note") of even date herewith in the principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Grantee to Grantor. The Note is secured by a Vendor's Lien in the Deed ("Vendor's Lien") and payment of the Note shall be secured by (i) the Vendor's Lien and superior title herein retained by Grantor and (ii) that certain Deed of Trust of even date herewith from Grantee for the benefit of, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto said Grantee the Property.

For Grantor and Grantor's successors and assigns forever, Grantor hereby reserves all of the oil, gas, and other minerals which are presently owned by Grantor, if any, and which lie in, on or under the Property or that may be produced from the Property; provided, however, Grantor hereby waives, on behalf of Grantor and Grantor's successors and assigns, all rights of access, ingress and egress over the surface of any of the Property, and all other rights of every kind and character whatsoever to enter upon, use or otherwise affect the surface of the Property or any part thereof, for any purpose, including but not limited to, for purposes of mining, drilling, exploring, exploiting, producing, processing, transporting, marketing or developing such reserved oil, gas

and minerals or for any other reason (collectively, the "Mineral Estate"). The foregoing surface use waiver is binding upon the lessee under any lease of the Mineral Estate granted by Grantor or Grantor's successors or assigns. If the Mineral Estate becomes subject to, or is subject to existing production or an existing oil, gas and mineral lease, then Grantor's reservation of the Mineral Estate also includes all of such production, and all benefits from such lease, that are presently owned by Grantor, if any, or which Grantor is presently, or will in the future be, entitled to receive under the terms and provisions of any such lease, if any (collectively, the "Mineral Leases", together with the Mineral Estate, collectively, the "Mineral Reservation").

The Vendor's Lien and superior title to the Property as hereby retained for the benefit of Grantor.

This conveyance is made and accepted subject to the restrictions, reservations, covenants, conditions, liens, easements and encumbrances described in Exhibit "B" attached hereto and made a part hereof, but only to the extent they are still in effect and are shown of record in the Official Records of Real Property of Galveston County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property and to the following restrictions (collectively the "Permitted Exceptions") and the Mineral Reservation. **THE PROPERTY SHALL BE USED AND DEVELOPED AS A SINGLE-FAMILY RESIDENTIAL SUBDIVISION ONLY, WITH COMMON AREAS, AMENITIES AND OTHER IMPROVEMENTS ASSOCIATED WITH A SINGLE FAMILY RESIDENTIAL SUBDIVISION.**

EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXCHANGE AGREEMENT, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THE PROPERTY "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," IN ITS CURRENT CONDITION, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (III) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY

THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE SHALL RELY SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR OR THE AGENTS OR CONTRACTORS OF GRANTOR. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR OTHERWISE, OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

Taxes for the current year shall be prorated as of the date hereof, with Grantee assuming payment of all taxes accruing on and after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the 4th day of November, 2019.

GRANTOR:

**YELLOWSTONE HILL COUNTRY
RANCHING, LLC,**
a Texas limited liability company

By: [Signature]
Charles Gregory Evans, Manager

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on November 4th, 2019, by Charles Gregory Evans, the Manager of **YELLOWSTONE HILL COUNTRY RANCHING, LLC**, a Texas limited liability company, on behalf of said limited liability company.

[Notary Stamp/Seal]



Tarina M Sybert
Notary Public in and for the State of
Texas

Exhibit A
to
Special Warranty Deed

Property

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.

Exhibit B
to
Special Warranty Deed

Permitted Exceptions

1. Restrictive covenants set forth in instrument recorded under Clerk's File No. 2010059686 of the Official Public Records of Galveston County, Texas.
2. Mineral reservation set out in deed recorded under Volume 653, Page 175 of the Deed Records of Galveston County, Texas.
3. Mineral reservation set out in deed recorded under Volume 653, Page 248 of the Deed Records of Galveston County, Texas.
4. Mineral reservation set out in deed recorded under Volume 739, Page 450 of the Deed Records of Galveston County, Texas.
5. Mineral reservation set out in deed recorded under Volume 965, Page 159 of the Deed Records of Galveston County, Texas.
6. Mineral reservation set out in deed recorded under Volume 997, Page 541 of the Deed Records of Galveston County, Texas.
7. Easement granted to the City of Friendswood set forth in instrument recorded under Clerk's File Nos. 9316397 and 9523682 of the Official Public Records of Galveston County, Texas.
8. Mineral reservation set out in deed recorded under Clerk's File No. 2010059686 of the Official Public Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: 2019061400

Recording Fee: 54.00

Number Of Pages:9

Filing and Recording Date: 11/06/2019 12:24PM

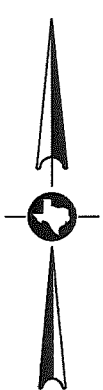
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



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

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'

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.

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

THE LAKE AT SAN JOAQUIN
SECTION ONE
(VOL. 18, PG. 1302)

LAKEWAY DRIVE

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GEORGE A. BOFYSIL ESTATE
I.&G.N.R.R. SURVEY, SECTION 5,
ABSTRACT NUMBER 622



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, 2018.

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

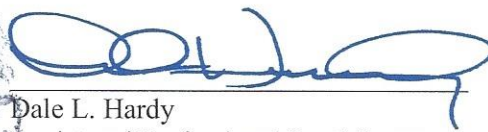
All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622**, Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described 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

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.

SPECIAL WARRANTY DEED

STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS THAT:

COUNTY OF GALVESTON

THAT CYPRESS CREEK HOLDINGS, LTD., a Texas limited partnership ("CCHL"), MELISSA CLEAVES BENSON ("Benson"), CONSTANCE CLEAVES BRAKEBILL ("Brakebill"), VIRGINIA PARRISH CLEAVES ("VPC"), WILBUR R. CLEAVES ("WRC"), CATHERINE CLEAVES MAHON ("Mahon"), CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST ("Mahon Nonexempt Trust"), CATHERINE CLEAVES MAHON, TRUSTEE OF THE CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST ("Mahon Exempt Trust"), MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST ("Benson Nonexempt Trust"), MELISSA CLEAVES BENSON, TRUSTEE OF THE MELISSA CLEAVES BENSON 1993 EXEMPT TRUST ("Benson Exempt Trust"), VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II ("VPC Trust II"), VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST ("VPC Nonexempt Trust"), VIRGINIA PARRISH CLEAVES, TRUSTEE OF THE VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST ("VPC Exempt Trust"), WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES NONEXEMPT TRUST II ("WRC Trust II"), WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 NONEXEMPT TRUST ("WRC Nonexempt Trust"), WILBUR R. CLEAVES, TRUSTEE OF THE WILBUR R. CLEAVES 1993 EXEMPT TRUST ("WRC Exempt Trust;" CCHL, Benson, Brakebill, VPC, WRC, Mahon, Mahon Nonexempt Trust, Mahon Exempt Trust, Benson Nonexempt Trust, Benson Exempt Trust, VPC Trust II, VPC Nonexempt Trust, VPC Exempt Trust, WRC Trust II, WRC Nonexempt Trust and WRC Exempt Trust are collectively referred to herein as "Grantor"), has agreed to convey to TAYLOR MORRISON OF TEXAS, INC., a Texas corporation ("Grantee"), whose address is 2929 Briar Park, Suite 400, Houston, Texas 77042, all of that certain tract of land containing approximately 91.95 acres that is described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with (i) any and all improvements thereon, (ii) all rights, privileges, and appurtenances (including, without limitation, easements appurtenant and water rights) belonging or pertaining to the Land; (iii) any and all easements or rights-of-way affecting the Land and any of Grantor's rights to use the same, including rights of Grantor in adjacent streets and roads or in adjacent alleys, strips or gores of land; (iv) all rights relating to surface and underground water; (v) all rights, commitments, reservations, allocations, service agreements, operating agreements and maintenance agreements with respect to the provision of utility service to the Land, including, without limitation, potable water supply, sewage treatment capacity, sanitary sewer line capacity, storm sewer and drainage capacity, and gas, electric and telephone service, and (vi) all rights of Grantors in and to the oil, gas and minerals associated with or that may be produced from the Land (the Land, together with any and all of the

related improvements, rights, privileges, appurtenances and interests referenced in items (i) through (vi) above are herein collectively referred to as the "Property";

NOW, THEREFORE, BE IT RESOLVED, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto said Grantee the Property.

This conveyance is made and accepted subject to the restrictions, reservations, covenants, conditions, liens, easements and encumbrances described in **Exhibit "B"** attached hereto and made a part hereof, but only to the extent they are still in effect and are shown of record in the Official Public Records of Real Property of Galveston County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property and to the following restrictions (collectively the "Permitted Exceptions").

EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THE PROPERTY "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," IN ITS CURRENT CONDITION, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. BY ACCEPTANCE OF THIS DEED, GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE WAIVED ALL LIABILITY OF, AND ALL CLAIMS AGAINST, GRANTOR WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL MATTERS (AND ANY REMEDIATION, CONTRIBUTION, OR INDEMNITY OBLIGATIONS), EXCEPT LIABILITY FOR BREACH OF ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF GRANTOR SET FORTH IN THE PURCHASE AGREEMENT.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

Taxes for the current year shall be prorated as of the date hereof, with Grantee assuming payment of all taxes accruing on and after the date hereof.

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EXECUTED as of the 15th day of November, 2019.

GRANTOR:

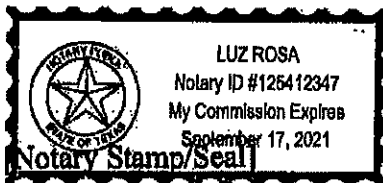
CYPRESS CREEK HOLDINGS, LTD.,
a Texas limited partnership

By: Cypress Creek GP, Inc.,
a Texas corporation,
its general partner

By: Dinah Weems
Dinah Weems, Vice President DW
Pres. of Cypress Creek GP, Inc.,
General Partner of Cypress Creek
Holdings, Ltd.

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was acknowledged before me on November 15, 2019, by Dinah Weems, Vice President of Cypress Creek GP, Inc., a Texas corporation, general partner of CYPRESS CREEK HOLDINGS, LTD., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

Melissa Cleaves Benson

MELISSA CLEAVES BENSON

Melissa Cleaves Benson TTEE

**MELISSA CLEAVES BENSON, TRUSTEE OF
THE MELISSA CLEAVES BENSON 1993
NONEXEMPT TRUST**

Melissa Cleaves Benson TTEE

**MELISSA CLEAVES BENSON, TRUSTEE OF
THE MELISSA CLEAVES BENSON 1993
EXEMPT TRUST**

STATE OF TEXAS

§

COUNTY OF Williamson

§

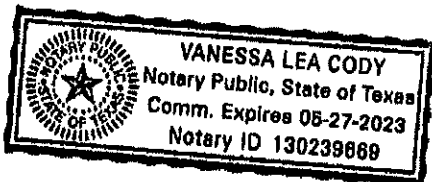
§

This instrument was acknowledged before me on November 18th, 2019, by MELISSA CLEAVES BENSON, individually and as TRUSTEE OF (I) MELISSA CLEAVES BENSON 1993 NONEXEMPT TRUST AND (II) MELISSA CLEAVES BENSON 1993 EXEMPT TRUST.

Vanessa Lea Cody
Notary Public in and for the State of Texas

[Notary Stamp/Seal]

[Grantor Signature Pages Continued on Next Page]



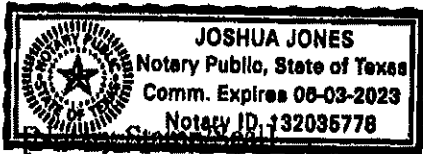
GRANTOR:

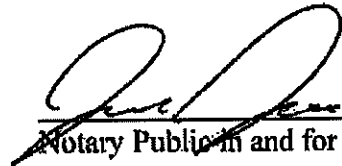

CONSTANCE CLEAVES BRAKEBILL

STATE OF TEXAS §

COUNTY OF Galveston §
§

This instrument was acknowledged before me on November 15, 2019, by **CONSTANCE CLEAVES BRAKEBILL**.




Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:

Virginia Parrish Cleaves

VIRGINIA PARRISH CLEAVES

Virginia Parrish Cleaves TRUSTEE

**VIRGINIA PARRISH CLEAVES, TRUSTEE
OF THE VIRGINIA PARRISH CLEAVES
NONEXEMPT TRUST II**

Virginia Parrish Cleaves TRUSTEE

**VIRGINIA PARRISH CLEAVES, TRUSTEE
OF THE VIRGINIA PARRISH CLEAVES 1993
NONEXEMPT TRUST**

Virginia Parrish Cleaves TRUSTEE

**VIRGINIA PARRISH CLEAVES, TRUSTEE
OF THE VIRGINIA PARRISH CLEAVES 1993
EXEMPT TRUST**

STATE OF TEXAS

§

COUNTY OF Williamson

§

§

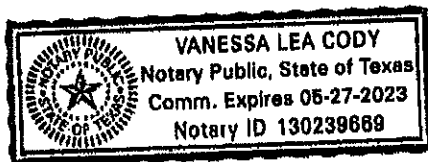
This instrument was acknowledged before me on November 18th, 2019, by **VIRGINIA PARRISH CLEAVES**, acting individually, and as **TRUSTEE OF THE (I) VIRGINIA PARRISH CLEAVES NONEXEMPT TRUST II, (II) VIRGINIA PARRISH CLEAVES 1993 EXEMPT TRUST, AND (III) VIRGINIA PARRISH CLEAVES 1993 NONEXEMPT TRUST.**

Vanessa Lea Cody

Notary Public in and for the State of Texas

[Notary Stamp/Seal]

[Grantor Signature Pages Continued on Next Page]



GRANTOR:

Wilbur R. Cleaves

WILBUR R. CLEAVES

Wilbur R. Cleaves TTE

**WILBUR R. CLEAVES, TRUSTEE OF THE
WILBUR R. CLEAVES NONEXEMPT TRUST
II**

Wilbur R. Cleaves TTE

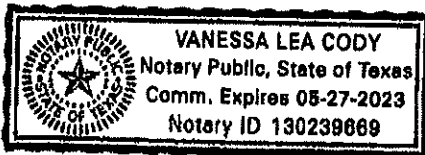
**WILBUR R. CLEAVES, TRUSTEE OF THE
WILBUR R. CLEAVES 1993 NONEXEMPT
TRUST**

Wilbur R. Cleaves TTE

**WILBUR R. CLEAVES, TRUSTEE OF THE
WILBUR R. CLEAVES 1993 EXEMPT TRUST**

STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on November 14th, 2019, by **WILBUR R. CLEAVES**, individually and as **TRUSTEE OF (I) WILBUR R. CLEAVES NONEXEMPT TRUST II, (II) WILBUR R. CLEAVES, 1993 NONEXEMPT TRUST AND (III) WILBUR R. CLEAVES 1993 EXEMPT TRUST.**



[Notary Stamp/Seal]

Vanessa Lea Cody
Notary Public in and for the State of Texas

[Grantor Signature Pages Continued on Next Page]

GRANTOR:



CATHERINE CLEAVES MAHON



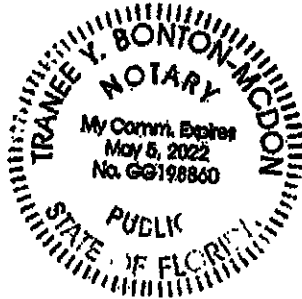
**CATHERINE CLEAVES MAHON, TRUSTEE
OF THE CATHERINE CLEAVES MAHON
1993 NONEXEMPT TRUST**



**CATHERINE CLEAVES MAHON, TRUSTEE
OF THE CATHERINE CLEAVES MAHON
1993 EXEMPT TRUST**

STATE OF ~~TEXAS~~ ^{Florida} ^{Ten} §
COUNTY OF ~~Miami-Dade~~ ^{Miami-Dade} §

This instrument was acknowledged before me on November 19, 2019, by CATHERINE CLEAVES MAHON, individually and as TRUSTEE OF (I) CATHERINE CLEAVES MAHON 1993 NONEXEMPT TRUST AND (II) CATHERINE CLEAVES MAHON 1993 EXEMPT TRUST.



[Notary Stamp/Seal]


Notary Public in and for the State of ~~Texas~~ ^{Florida} ^{Ten}

Exhibit A - Property
Exhibit B - Permitted Encumbrances

**Exhibit A
to
Special Warranty Deed**

Property

See attached.

All of that certain 96.944 acres (4,222,898 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 96.944 acres tract being all 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 96.944 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:

BEGINNING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of said 97.00 acres tract, 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 48°14'56" E, a distance of 60.26 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 97.00 acres tract, said point being the Northeasterly corner of said **MARY FABREAU SURVEY**; being the most Southerly corner of said **SARAH McKISSICK SURVEY**; being a Westerly corner of the **JOHN DICKINSON SURVEY, Abstract Number 9**, Galveston County, Texas; being the most Westerly corner of Restricted Reserve "D" of **WEST RANCH WEST LAKE SECTION TWO**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2012A, Map Number 56-57 in the Office of the County Clerk of Galveston County, Texas, and from which a found 2 inch iron pipe bears S 61°39' E, 0.86 feet;
THENCE, S 03°06'17" E, along the West line of said **WEST RANCH WEST LAKE SECTION TWO**; of **WEST RANCH WEST LAKE SECTION THREE**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2013A, Map Number 97-98; of **WEST RANCH LAKESIDE SECTION TWO**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2014A, Map Number 54-55; and of **SIERRA AT WEST RANCH SECTION ONE**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2014A, Map Number 11-13, all recorded in the Office of the County Clerk of Galveston County, Texas, and along the West line of said **JOHN DICKINSON SURVEY**, a distance of 2916.74 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Southerly East corner of both said 97.00 acres tract and of said **MARY FABREAU SURVEY**, said point also being the most Northerly corner both the **L&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°52'16" W, along the Southeasterly line of said **MARY FABREAU SURVEY** and a Northwesterly line of both said **L&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract, a distance of 928.48 feet to a 5/8 inch iron rod found for the most Southerly corner of said 97.00 acres tract, said point also being the most Easterly corner 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;
THENCE, N 48°07'44" W, a distance of 2122.93 feet to a 5/8-inch iron rod found for the most Westerly corner of said 97.00 acres tract, said point being a reentrant corner of said 194.21 acres tract;
THENCE, N 41°53'32" E, along the Northwest line of said 97.00 acres tract, at 550.62 feet passing a North corner of said 194.21 acres tract, and continuing along the Southeast line 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; of **EAGLE LAKES SECTION 6**, a

Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770, both in the Office of the County Clerk of Galveston County, Texas; and of said EAGLE LAKES SECTION 5, a distance of 2991.68 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 96.944 acres (4,222,898 square feet).

SAVE AND EXCEPT the 4.994-acre tract described on the following pages:

**City of Friendswood
Proposed Friendswood Lakes Boulevard
Right-of-Way
4.994 Acres**

**Mary Fabreau Survey
Abstract No. 69**

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 4.994-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 4.994-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the most southerly corner of Reserve "A" of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, said point bears North 41°53'46" East a distance of 551.04 feet from the most westerly corner of said 97.00-acre tract;

THENCE, South 49°21'36" East, along the proposed north right-of-way line of Friendswood Lakes Boulevard (based on a width of 100-feet) for a distance of 629.33 feet to the point of curvature of a curve to the left;

THENCE, continuing along the proposed north line of said Friendswood Lakes Boulevard and with said curve to the left, having a radius of 2,000.00 feet, a central angle of 16°24'09", (chord bears South 57°33'40" E, 570.61 feet), for an arc length of 572.56 feet to the point of tangency;

THENCE, South 65°45'45" East, continuing along the proposed north line of said Friendswood Lakes Boulevard for a distance of 956.60 feet to a point in an easterly line of the aforementioned 97.00-acre tract, same being the easterly line of the aforementioned Mary Fabreau Survey and westerly line of the John Dickinson Survey, Abstract No. 9;

THENCE, South 03°06'02" East, along an easterly line of said 97.00-acre tract, same being the easterly line of said Mary Fabreau Survey, for a distance of 26.92 feet to an angle point of said 97.00-acre tract, said point is the northeasterly corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the most southerly east line of said 97.00-acre tract, same being the common line between said Mary Fabreau Survey and said I. & G.N. R.R. Survey No. 4, for a distance of 79.84 feet to a point in the proposed south line of the aforementioned Friendswood Lakes Boulevard;

THENCE, North 65°45'45" West, along the proposed south line of said Friendswood Lakes Boulevard for a distance of 944.78 feet to the point of curvature of a curve to the right;

THENCE, continuing along the proposed south line of said Friendswood Lakes Boulevard, and with said curve to the right, having a radius of 2,100.00 feet, a central angle of 16°24'09", (chord bears North 57°33'40" West, 599.14 feet), for an arc length of 601.19 feet to the point of tangency;

THENCE, North 49°21'36" West, continuing along the proposed south line of said Friendswood Lakes Boulevard for a distance of 631.52 feet to a point in the westerly line of the aforementioned 97.00-acre tract, same being an interior line of a 194.21-acre tract of land (called "Tract A") described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 41°53'46" East, along the westerly line of said 97.00-acre tract, same being an easterly line of said 194.21-acre tract, for a distance of 100.02 feet to the POINT OF BEGINNING, containing a computed area of 4.994-acres (217,559 square feet).

**Exhibit B
to
Special Warranty Deed**

Permitted Exceptions

1. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 1177, Page 89 of the Deed Records of Galveston County, Texas.
2. An easement granted to Community Public Service Company set forth in instrument recorded in Volume 1749, Page 930 of the Deed Records of Galveston County, Texas.
3. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 2355, Page 463 of the Deed Records of Galveston County, Texas.
4. Sanitary sewer easement granted in instrument recorded under Clerk's File No. 9310668 of the Official Public Records of Galveston County, Texas.
5. Water line easement granted in instrument recorded under Clerk's File No. 9518955 of the Official Public Records of Galveston County, Texas.
6. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded under Clerk's File No. 20000035479 of the Official Public Records of Galveston County, Texas.
7. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded under Clerk's File No. 20000035480 of the Official Public Records of Galveston County, Texas.
8. Easement and right of way granted to Exxon Pipeline Company in instrument recorded under Clerk's File No. 2000064554, subsequently assigned to South Texas NGL Pipelines, LLC, as reflected in instrument recorded under Clerk's File No. 2007067030 of the Official Public Records of Galveston County, Texas.
9. Maintenance and construction easements granted to Exxon Pipeline Company in instrument recorded under Clerk's File No. 2000064554 of the Official Public Records of Galveston County, Texas.
10. Electric distribution easement granted to Texas-New Mexico Power Company in instrument recorded under Clerk's File No. 2005010196 of the Official Public Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: 2019064239

Recording Fee: 84.75

Number Of Pages:16

Filing and Recording Date: 11/20/2019 3:40PM

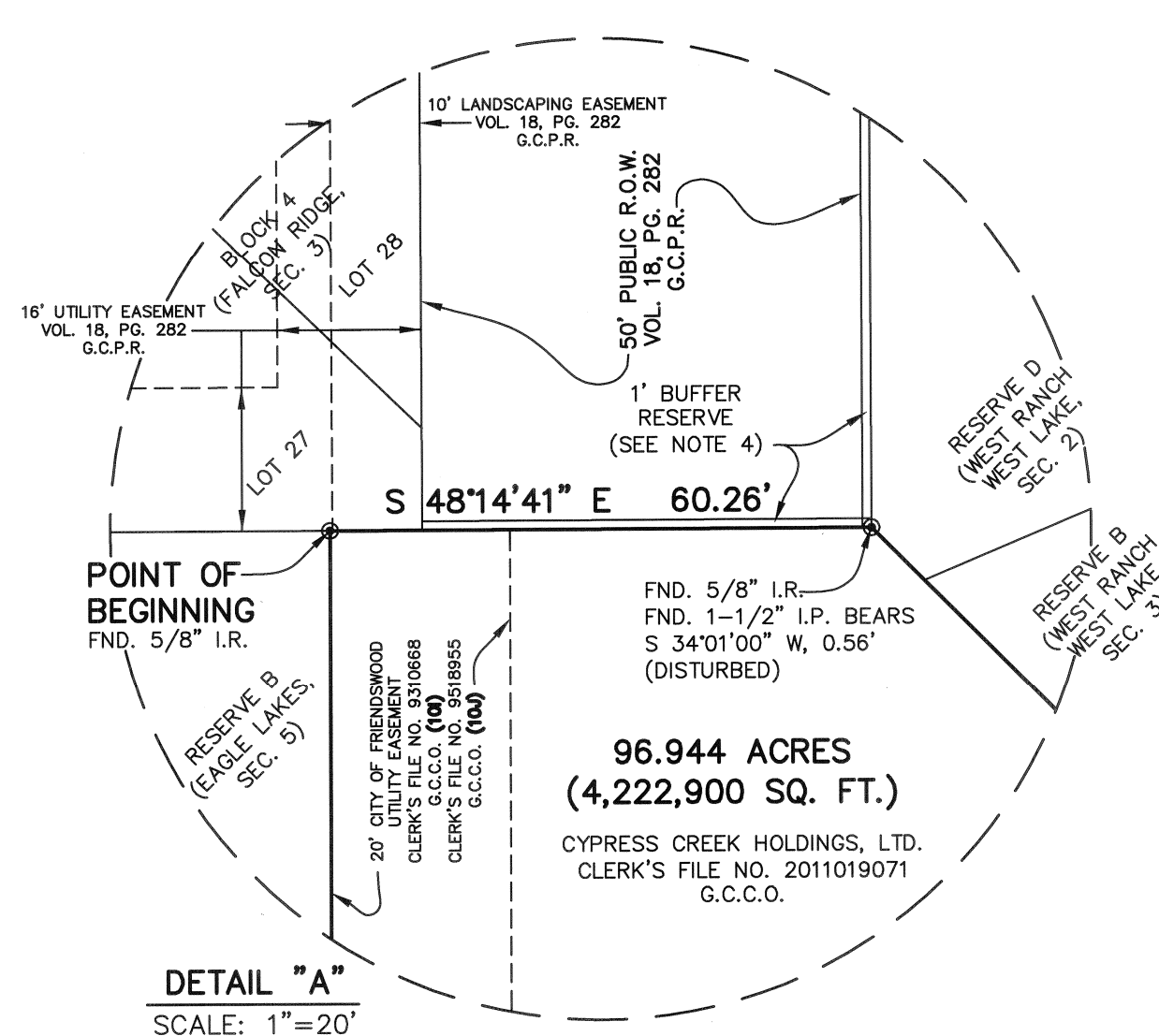
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



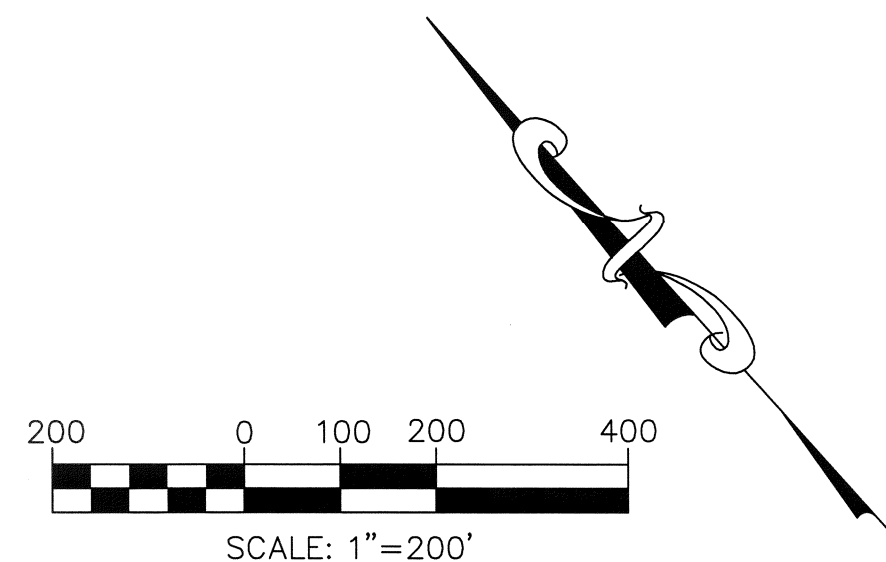
A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



THENCE, North 41°54'46" East, along the west line of said 97.00-acre tract, some being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 20101333977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of said Eagle Lakes, Section 6, as recorded in Volume 18, Page 770 in the Galveston County Plot Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 6, as recorded in Volume 18, Page 754 in the Galveston County Plot Records, and continue a true line a distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96,944 acres (4,222,900 square feet).



LEGEND

G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.C.D.	GALVESTON COUNTY CLERK'S OFFICE
G.C.F.R.	GALVESTON COUNTY PLAT RECORDS
U.E.	UTILITY EASEMENT
W.L.E.	WATERLINE EASEMENT
R.C.P.	REINFORCED CONCRETE PIPE
(C.M.)	CONTROL MONUMENT
I.P.	IRON PIPE
I.R.	IRON ROD
R.Q.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
(10A)	SCHEDULE "B" ITEM REFERENCE
 — [M] —	ENTERPRISE PIPELINE MARKER
	FIRE HYDRANT
 MH	MANHOLE
	POWER POLE
 WV	WATER VALVE
 WM	WATER METER
 — OHE —	OVER-HEAD ELECTRICAL
 — □ —	WOOD FENCE
	CONCRETE PAVING

NOTES:

1. BEARINGS SHOW HOLE ARES BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, LTD., G.F. # TMH-X-1875282LA, HAVING AN EFFECTIVE DATE OF JULY 23, 2018.

3. THE SOUTH TEXAS NGL PIPELINES, LLC EASEMENT RECORDED IN CLERK'S FILE NO. 2007067030 WAS PREVIOUSLY ASSIGNED BY CLERK'S FILE NO.'S 99131848, 2000064554 (104N) and 2000055599 IN THE GALVESTON COUNTY CLERK'S OFFICE. THE METES AND BOUNDS DESCRIPTION FOR THIS EASEMENT DID NOT GEOMETRICALLY CLOSE.

4. AT THE TIME OF THIS SURVEY, THE SUBJECT TRACT HAS NO PUBLIC RIGHT-OF-WAY ACCESS, AS DEFINED ON THE FINAL PLAT OF FALCON RIDGE SECTION THREE, RECORDED IN VOLUME 18, PAGE 282 GALVESTON COUNTY PLAT RECORDS AND THE FINAL PLAT OF FRIENDSWOOD LAKES BOULEVARD RECORDED IN CLERK'S FILE NO. 201707338970 IN THE GALVESTON COUNTY CLERK'S OFFICE. PORTIONS OF THE ONE FOOT WIDE BUFFER RESERVES ADJACENT TO THE SUBJECT TRACT SHALL BECOME VESTED IN THE PUBLIC FOR RIGHT-OF-WAY PURPOSES WITH THE PLATTING OF THE SUBJECT TRACT.

5. FENCELINE DIMENSIONS SHOWN HEREON ARE SHOWN ON THE SIDE OF THE PROPERTY LINE THAT THE FENCES ARE ON.

6. ALL SET RODS HAVE PLASTIC CAPS STAMPED "WILSON SURVEY GROUP".

				C.I.H.
08/02/18	DATE SURVEYED			
	THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS (281) 485-3991 T.B.P.L.S. FIRM NO. 10014900			CAD FILE 138-148.DWG
				PLOT DATE 08/02/18
				DWN C.I.H.
				KCD M.D.W.
				APPO M.D.W.
				SCALE 1" = 200'
TAYLOR MORRISON OF TEXAS, INC				JOB NO. 138-148
ALTA / NPS PS LAND TITLE SURVEY OF A 96.944 ACRE TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, GALVESTON COUNTY, TEXAS				SHEET 1 OF 1

Michael D. Wilson
MICHAEL D. WILSON R.P.L.S.



COPYRIGHT 2018, THE WILSON SURVEY GROUP, INC.

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900

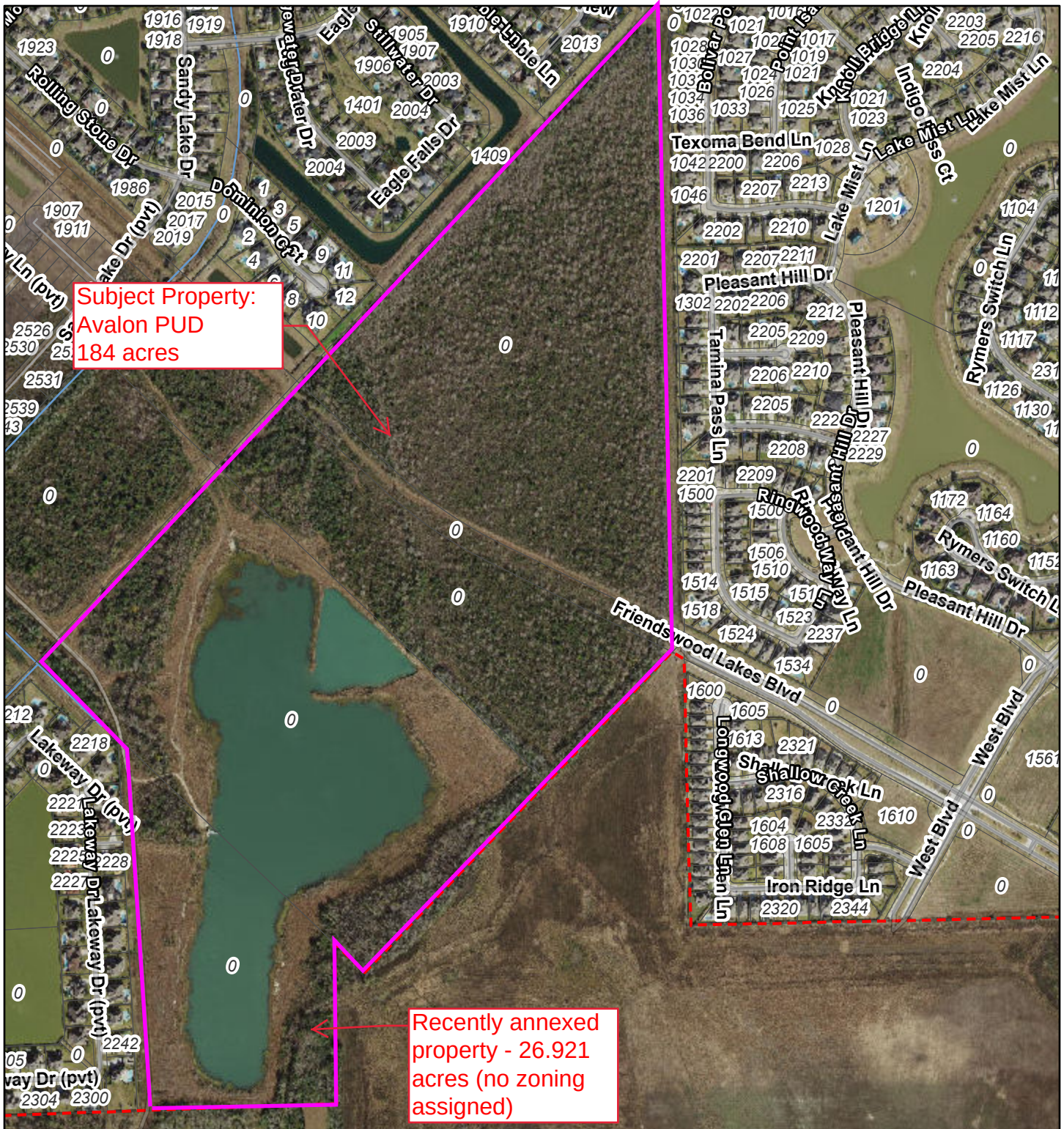

Michael D. Wilson, R.P.L.S.

Registration No. 4821

08/03/18



ArcGIS Web Map



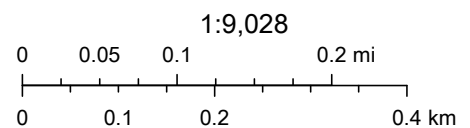
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 City Limits

Streets

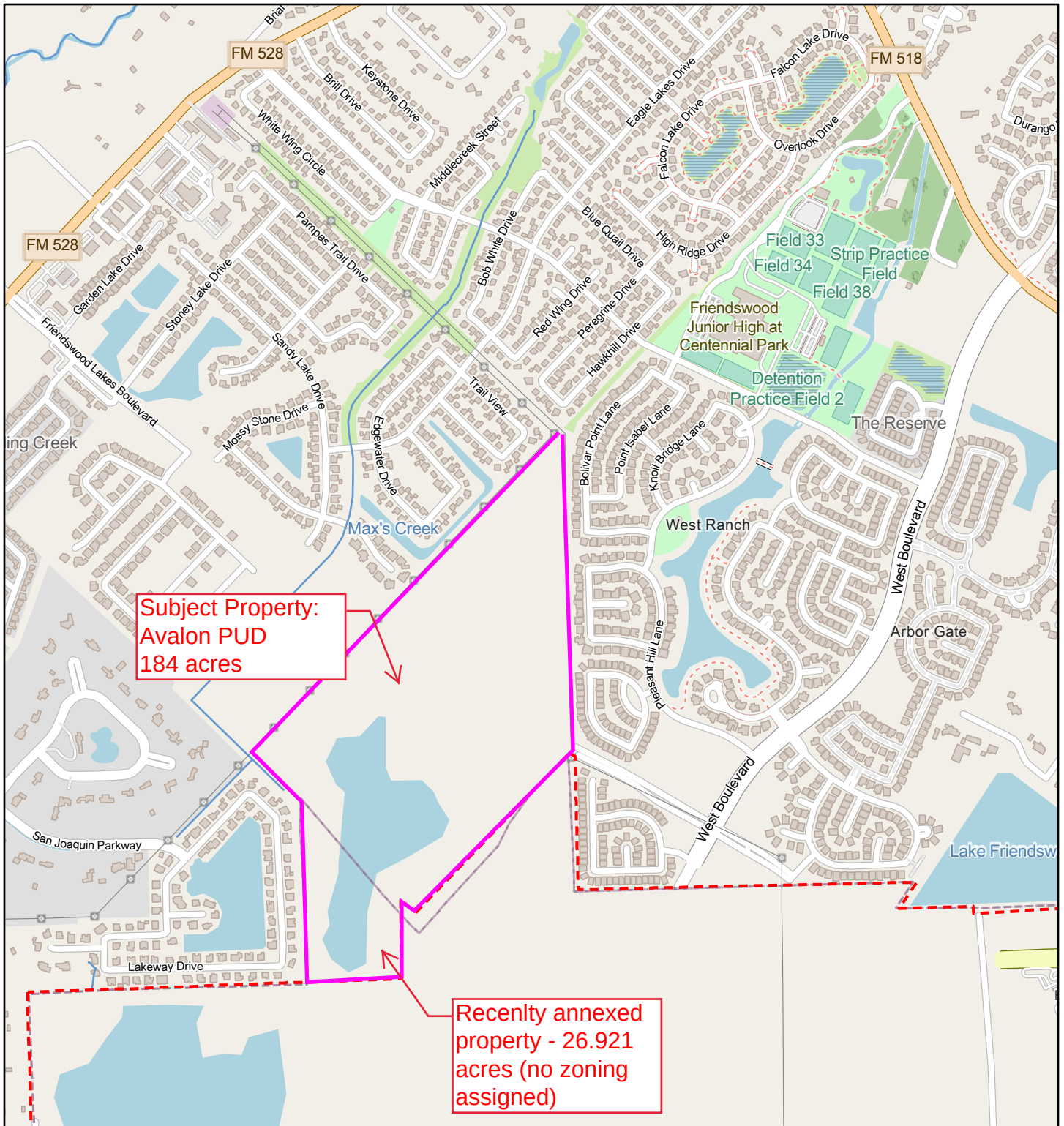
Parcels

All Linear Water Features



Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

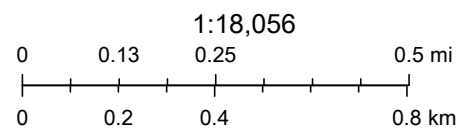
ArcGIS Web Map



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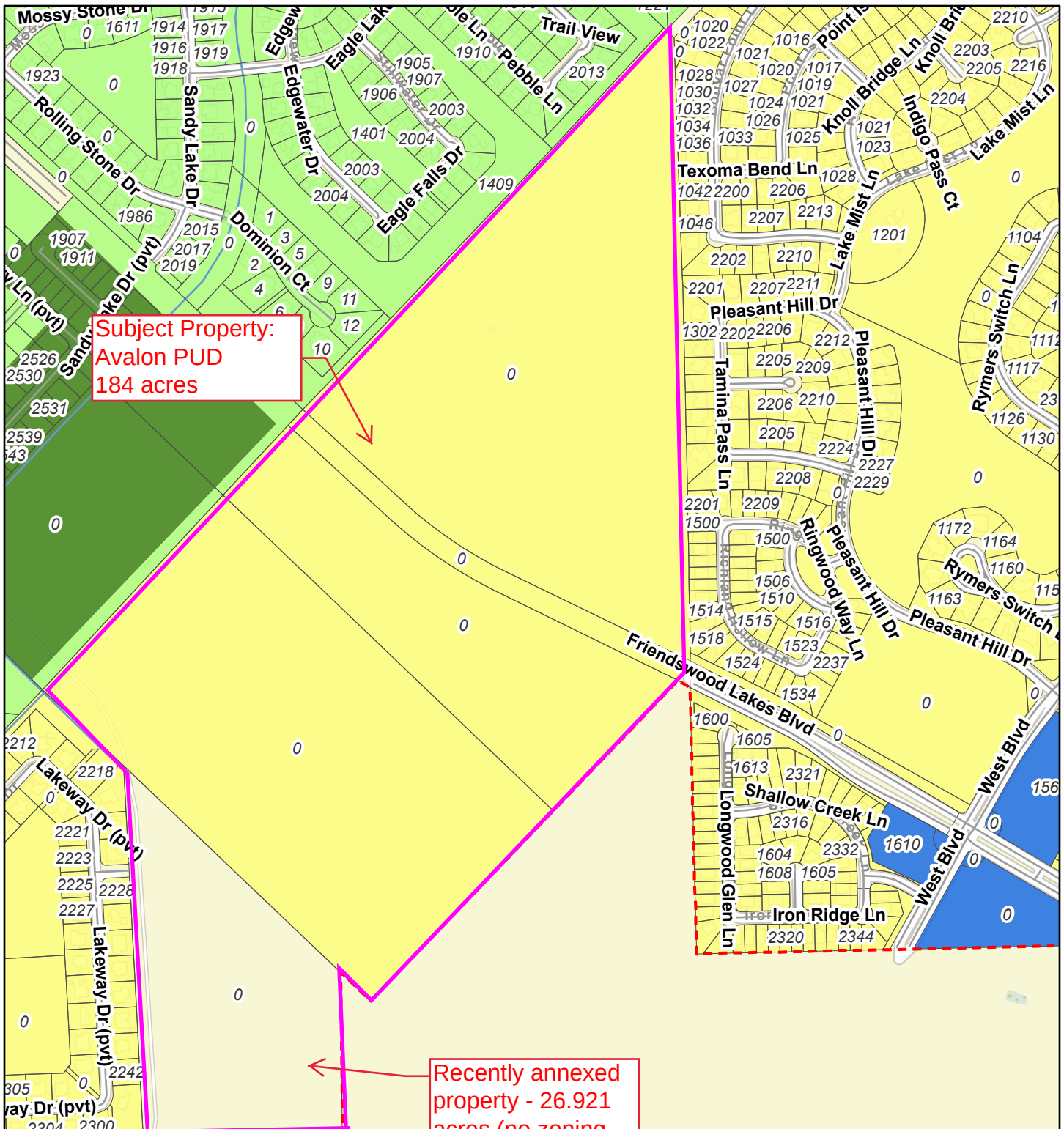
 City Limits

 All Linear Water Features



Map data © OpenStreetMap contributors, Microsoft, Esri Community Maps contributors, Map layer by Esri

ArcGIS Web Map



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 City Limits

Streets

Parcels

All Linear Water Features

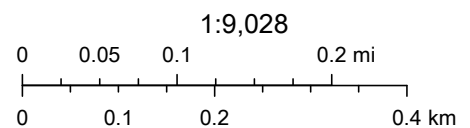
Zoning of Parcels

CSC

MFR-GHD

PUD

SFR



Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

EXHIBIT “B”

1. Avalon at Friendswood PUD

**AVALON AT FRIENDSWOOD
PLANNED UNIT DEVELOPMENT**

AMENDMENT NO. 1

± 184.0 Acres

**Prepared For:
Taylor Morrison**

PREPARED BY:



24275 Katy Freeway, Suite 200
Katy, TX 77494

APPROVED: May 2019 (Ordinance 2019-11)
AMENDED: August 2019 (Ordinance 2019-37)
AMENDED: July 2021

TABLE OF CONTENTS

- I. Introduction**
 - a. Purpose
 - b. Location and Existing Conditions
- II. Project Description**
 - a. Character of Community
 - b. Land Use
 - c. Permitted Uses
- III. Development Guidelines**
 - a. Residential Development Regulations
 - b. Signage
 - c. Amenities/Open Space
 - d. Phasing/Development Schedule
- IV. Exhibits**
 - a. Area Map
 - b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential 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

The Avalon at Friendswood PUD is located on a $\pm$ 184 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and a portion lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. A change of lots and/or lot size of up to ten percent (10%) will be permitted with staff approval. Any change over ten percent (10%) will require City Council approval. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

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. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations - 1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)		Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A		65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots

1. A drainage maintenance easement will be established along the rear of the lots for the required maintenance berm of the pond. Buildings and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.

3) Cul de Sacs and knuckles

1. Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
2. Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
 - a. Adequate water pressure for potable water needs and firefighting capabilities shall be provided

- 4) Points of Access
 1. Any development over seventy-five (75) lots must have two points of access.
 - a. A second point of access may be provided thru the following methods
 - i. Public or private right of way
 - ii. Boulevard entrance
 - iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
- 5) Gated Development
 1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

- 1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4' x 8' vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
- 2) Neighborhood monumentation
 - a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 40% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 49.8
Easements	+/- 12.2
Landscape/Open Space	+/- 10.9
TOTAL	+/- 72.9

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 4 phases. The initial phase will consist of approximately 105 lots (Section 1) and will be located south of Friendswood Lakes Blvd. Phase two will include approximately 65-70 lots (Section 2) and will be made up of the remainder of the lots south of Friendswood Lakes Blvd. Phase 3 will include approximately 100-105 lots located around the small lake north of Friendswood Lakes Blvd. Phase 4 will consist of the remaining lots on the northern most portion of the property. It will be made up of approximately 20-25 lots. It is proposed that there will be approximately 295 total lots within the 4 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development. All platting will be in compliance with the access requirements of the Subdivision Ordinance and International Fire Code.

IV. EXHIBITS

Exhibit A – Area Map

Exhibit B – Conceptual Development Plan



EXHIBIT
A

an exhibit for
AVALON
AT FRIENDSWOOD
±184.0 ACRES OF LAND
prepared for
TAYLOR MORRISON

META
PLANNING + DESIGN

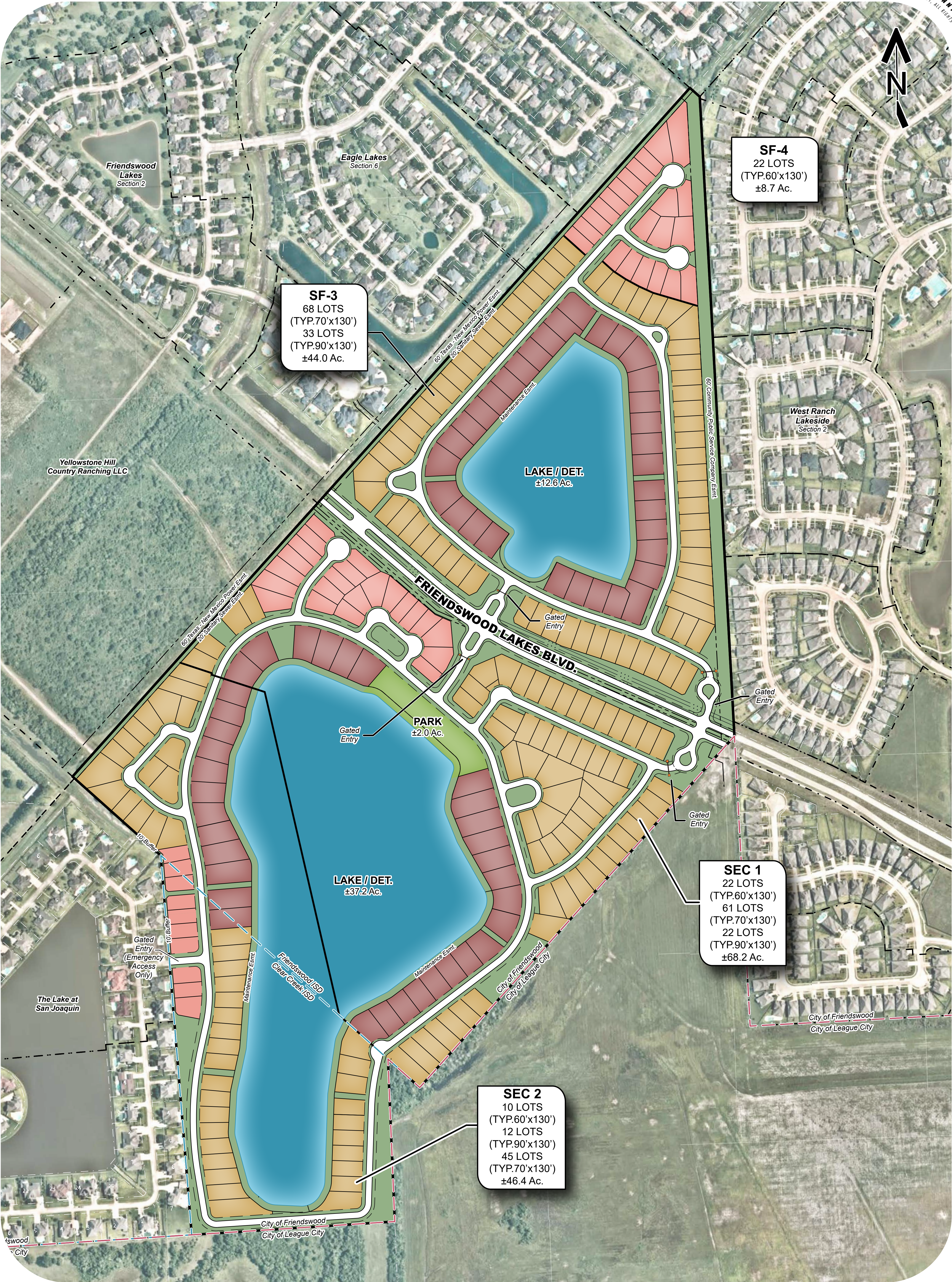
24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
MAY 26, 2021

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LOT SUMMARY

60'x130'	54 LOTS	19%
70'x130'	174 LOTS	59%
90'x130'	67 LOTS	22%

TOTAL 295 LOTS

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a schematic development plan for

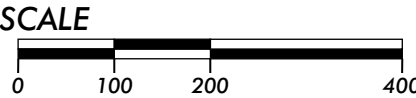
AVALON
AT FRIENDSWOOD
±184.0 ACRES OF LAND

prepared for

TAYLOR MORRISON



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422



MTA-4711A
MAY 29, 2021

EXHIBIT
B

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/07/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for second and final reading regarding the requested zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Friendswood High School is already located at the site. Over the years, the existing buildings and sports facilities have been renovated and expanded in order to facilitate the needs of the students and the school district. The Natatorium was constructed in 2009. The District acquired seven residential lots between Falling Leaf Drive and Mustang Drive to provide more land for expansion. In 2020, voters approved a bond for the district and part of that bond program included changes to the high school campus including: a new performing arts center (auditorium), renovation of the existing auditorium and fine arts wing, renovation of existing CTE spaces, new competition gym with storage and locker rooms, existing locker room renovations, and reconfigure and add athletic field space. The current zoning of Single Family Residential (SFR) allows NAICS Use #6111 Elementary and Secondary Schools with a Specific Use Permit (SUP).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies 800 Greenbriar as "Public" and the remainder of the tracts as "Low Density Residential;" however, the 2021 Draft of the Future Land Use Map identifies all of the property intended for "Public and Semi-Public" use.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 26, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) on a

motion to approve the requested Specific Use Permit (SUP) for 54.805 acres, for Friendswood High School with the following conditions:

1. Correct fence note on site plan to ensure that an 8-foot opaque fence is constructed along the property line adjacent to 1011 Falling Leaf and 1010 Mustang Drive where the new athletic fields will be constructed.
2. Move the proposed soccer field a minimum of 40 feet towards Pride Drive away from 1011 Falling Leaf, as agreed in the meeting
3. Consider constructing sidewalks along Falling Leaf.
4. Consider swapping the location of the soccer field and the shot put and discus landing areas to allow more room between the soccer goal and the residential property.

See the P&Z Recommendation Memo for the full recommendation.

ATTACHMENTS

1. Ord 2021-XX FHS SUP 08-27-2021 mkf
2. Exhibit A FHS SUP
3. EXHIBIT B FHS SUP

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX “C” “ZONING”, OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, SECTION 3, “PROVISION FOR OFFICIAL ZONING MAP”, REZONING THE PROPERTY LOCATED AT 702/800 GREENBRIAR DRIVE (MAIN CAMPUS AND SPORTS FIELDS) BEING A 39.166 ACRE TRACT OF LAND LOCATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT NUMBER 151; 1115 FALLING LEAF DR (NATATORIUM) BEING 7.788 ACRES ALSO KNOWN AS LOT 1 BLOCK 1 OF THE FINAL PLAT OF FRIENDSWOOD HIGH SCHOOL EXPANSION; AND 1013 FALLING LEAF DR.; 1101 FALLING LEAF DR.; 0 FALLING LEAF DR.; 1014 MUSTANG DR.; 1018 MUSTANG DR.; 1102 MUSTANG DR.; 1108 MUSTANG DR. (RESIDENTIAL LOTS FOR EXPANSION) BEING APPROXIMATELY 7.84 ACRES ALSO KNOWN AS LOTS 2, 3, 4, 6, 7, 8 AND 9 OF BRENHAM ESTATES, ALL IN FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN THE BACKUP MATERIALS, TO REPLACE SPECIFIC USE PERMIT (SUP) 98-22 WITH A REVISED SPECIFIC USE PERMIT (SUP) TO ALLOW NAICS USE #6111 ELEMENTARY AND SECONDARY SCHOOLS THAT WILL OVERLAY ALL OF THE DESCRIBED PROPERTIES WHICH ARE ZONED SINGLE FAMILY RESIDENTIAL (SFR) PURSUANT TO THE ATTACHED SITE PLANS INCLUDED IN EXHIBIT “B”; PROVIDING FOR THE 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, Friendswood Independent School District, (the “Owner”), represented by Erich Kreiter, owner of real property located within the City located at 702/800 Greenbriar Dr (main building and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151, City of Friendswood Galveston County, Texas and said 39.166 acre tract of land being the remainder of a called 41.558 acre tract described in the deed to Friendswood Independent School District recorded under Book 1835, Page 6 of the Galveston County Deed Records (GCDR); 1115 Falling Leaf Dr (natatorium) known as Lot 1 Block 1 of the Final Plat of

Friendswood High School Expansion, 7.788 acres being all of Lots 1 & 5 Brenham Estates (Volume 18, Page 601, GCMR) and a portion of Lot 3, Block H Central Park Subdivision (Volume 15, Page 151, GCMR) Friendswood, Galveston County, Texas; and 1013 Falling Leaf Dr., 1101 Falling Leaf Dr., 0 Falling Leaf Dr., 1014 Mustang Dr., 1018 Mustang Dr., 1102 Mustang Dr., 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, 9.8470 Acres out of Block “H” Central Park Subdivision (Volume 105, Page 151, GCMR) Friendswood, Galveston County, Texas, as also depicted in Exhibit “A” incorporated herein by reference, (the “Property”); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR) pursuant to the attached site plans included in Exhibit “B” and incorporated by reference, all as more specifically provided herein; 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 approval of the application with the following conditions:

1. Correct fence note on site plan to ensure that an 8-foot opaque fence is constructed along the property line adjacent to 1011 Falling Leaf and 1010 Mustang Drive where the new athletic fields will be constructed.

2. Move the proposed soccer field a minimum of 40 feet towards Pride Drive away from 1011 Falling Leaf, as agreed in the meeting
3. Consider constructing sidewalks along Falling Leaf.
4. Consider swapping the location of the soccer field and the shot put and discus landing areas to allow more room between the soccer goal and the residential property; and

WHEREAS, following the public hearing and recommendations from the Planning and Zoning Commission, the applicant incorporated items 1 and 2 into the site plan and landscape plan; 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; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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 application for SUP), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in granting this SUP, 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”, to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR) pursuant to the attached site plans included in Exhibit “B.”

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
Ord. No. 2021-XX

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 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 fails to comply with any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT “A”



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: SFR

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) #: 0111

PROPERTY IDENTIFICATION:

Address: 702 GREENBRIAR Drive Friendswood, TEXAS 77546

Platted Land – Plat Name: Final Plat of Friendswood High School Expansion Lot: 1 Block: 1

Unplatted Land – Attach a certified metes and bounds description Greenham Estates Lots: 2-4 & 6-9, Block: 1

OWNER NAME: Friendswood Independent School District Phone: 281-492-1267

Owner's Mailing Address: 302 Laurel Drive

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: EKREITER@FISDK12.NET

AGENT'S NAME : ROBERT MOHLER (PBK) Phone: 713.965.0608

Agent's Mailing Address: 11 GREENWAY PLAZA, 22ND FLOOR

City: HOUSTON State: TX Zip: 77046 Fax: 713.961.4571

Agent's Email Address: ROBERT.MOHLER@PBK.COM

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: 7/23/2021

Agent's Signature: [Signature] Date: 7/23/2021

Received By: Becky Bennett
Date of Public Hearing: 8-26-21, 9-13-21
Property Owner Notices: 8-13-2021

Application Number: PLAN-2021-0041
Received Date: 7-26-2021
Newspaper Notice: 8-4-2021
Sign on Property: 8-13-2021

Submittal Requirements for Zone Change Applications

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

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

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

☒ Current Deed of Record

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

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

THE STATE OF TEXAS)

COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS:

27416

THAT I, CECIL BROWN, doing business as Brown Investment Company, of Galveston County, Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, cash to Cecil Brown, dba Brown Investment Company, in hand paid by the Friendswood Independent School District, the receipt of which is hereby acknowledged, have GRANTED SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said Friendswood Independent School District, of Galveston County, Texas, the following described tract or parcel of land, lying and being situated in Galveston County, Texas, to-wit:

DEED
BOOK 1835 PAGE 6

A part of Lots 1, 2, 3 and 4 in Block "H" Central Park, a Subdivision in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, according to map thereof recorded in Vol. 105, Page 151, in the office of the County Clerk of Galveston County, Texas and based on a survey by C. C. Washington, former Galveston County Surveyor, in 1937 of said Block "H", and being more fully described by metes and bounds as follows:

Commencing at the East corner of Lot 2, Block "H" of Central Park, a subdivision in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, said commencing point, for the purposes of this description being the intersection point of the Southwest right-of-way line of a Northwest-Southeast 40 foot road with the Northwest right-of-way line of a Northeast-Southwest 40 foot road, said roads being shown on the plat of said Central Park, recorded in the Office of the County Clerk of Galveston County, Texas, in Volume 105, Page 151;

THENCE, South 45 deg. 00 min. West, along the Northwest Right-of-way line of said NE-SW 40 foot road and along the Southeast line of said Lot 2, a distance of 10 feet to a 1-1/2 inch iron pipe for the beginning point of the tract herein described;

THENCE, from said beginning point, continuing South 45 deg. 00 min. West along the Northwest right-of-way line of said NE-SW 40 foot road and along the Southeast line of said Lot 2 and of Lot 4 of the same Block "H", at 965.25 feet, passing the South corner of said Lot 2 which is the East corner of said Lot 4, and continuing for a total distance of 1684.9 feet to a one inch pipe set at a fence corner;

THENCE North 45 deg 05 min. 48 sec. West, along a fence line, at 862.6 feet crossing the common line of Lots 4 and 3 of said

Block "H", said line being the Northwest line of said Lot 4 and the Southeast line of said Lot 3, and continuing for a total distance of 1067.5 feet to a one inch pipe for corner;

THENCE, North 45 deg 00 min. East, parallel to the Southeast line of Lots 3 and 1 of said Block "H", at 721.45 feet, crossing the common line of said Lots 3 and 1, said line being the Northeast line of said Lot 3 and the Southwest line of said Lot 1 and continuing for a total distance of 1686.7 feet to a one inch pipe for corner;

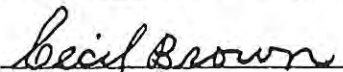
THENCE South 45 deg 00 min. East, 10 feet perpendicularly distant Southwest from and parallel to the Northeast line of said Lots 1 and 2, and along the Southwest line of what is now a 60 foot road, at 204.9 feet, crossing the Southeast line of said Lot 1 and the Northwest line of said Lot 2, and continuing for a total distance of 1067.5 feet to the place of beginning and containing 41.558 acres, more or less, and being all out of Block "H" of said Central Park.

This conveyance is encumbered by an oil pipe line right-of-way to Humble Pipe Line Company, recorded in Volume 591, . page 550, in the offices of the County Clerk of Galveston County, Texas, and located on the plat prepared by Paul A. Milligan, December 14, 1966.

There is dedicated by this conveyance a strip of land 80 feet wide along the full length of the Northwest side of the above described property for public road purposes. One-half of said public road, or 1.558 acres, is donated by Cecil Brown, doing business as Brown Investment Company, but included in this conveyance. Friendswood Independent School District joins in this conveyance for the purpose of evidencing its dedication of the other one-half of said public road abovementioned.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Friendswood Independent School District, their successors and assigns, forever; and I, Cecil Brown, doing business as Brown Investment Company, do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Friendswood Independent School District, their successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

WITNESS OUR HANDS, this the 1st day of January, 1967.


Cecil Brown, dba
BROWN INVESTMENT COMPANY

DEED
BOOK 1835 PAGE 7

ATTEST:

Percy Hurt
Percy Hurt, Sec.

C. W. Cline
C. W. Cline, President
FRIENDSWOOD INDEPENDENT SCHOOL
DISTRICT

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

DEED
BOOK 1835 PAGE 8

BEFORE ME, a Notary Public in and for Galveston County,
Texas, on this day personally appeared Cecil Brown, doing business
as Brown Investment Company, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

1st day of January, A. D. 1967.



Marguerite Oberhauser
Notary Public in and for Galveston County,
Texas

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

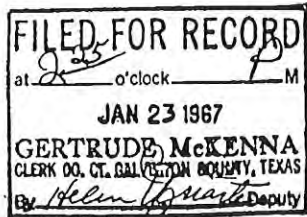
BEFORE ME, a Notary Public in and for Galveston County,
Texas, on this day personally appeared C. W. Cline, president
Friendswood Independent School District, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

1st day of January, A. D. 1967.

M. W. Odell
Notary Public in and for Galveston County,
Texas.





STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me.



JAN 23 1967

Gertrude McKenna
COUNTY CLERK, Galveston County, Texas

DEED
BOOK 1835 PAGE 9

Stewart/Lovellane
017207137-9

641 9803814 J P95

012-30-1786

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON *

That **JACO FAMILY TRUST** of Galveston County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor cash in hand paid by **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**, hereinafter called Grantee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee of 302 Lauren Drive, Friendswood, Galveston County, Texas 77546, all that certain property situated in Galveston County, Texas, described as follows, to-wit:

A tract or parcel of land out of Lot Three (3), in Block "H", of CENTRAL PARK, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 105, Page 151, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the North corner of Block "H" of Central Park, said commencing point for the purposes of this description being the intersection of the Southwest right-of-way line of a Northeast-Southeast (40) foot road, said roads being shown on the plat of said Central Park;

THENCE South 45 degrees 00 minutes West, along the Northwest line of said Block "H", a distance of 1324.60 feet;

THENCE South 45 degrees 00 minutes East, parallel to the Northeast line of said Block "H", a distance of 10.00 feet to the PLACE OF BEGINNING of the tract herein described;

THENCE South 45 degrees 00 minutes East, parallel to the Northeast line of said Block "H", a distance of 647.70 feet to a 1/2 inch iron rod found for corner;

THENCE South 45 degrees 00 minutes West, parallel to the Northwest line of said Block "H", a distance of 370.13 (called 372.10) feet to a 1/2 inch iron rod found for corner;

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pts

THENCE North 45 degrees 05 minutes 18 seconds West, a distance of 427.59 feet to a 1/2 inch iron rod found for corner;

THENCE North 10 degrees 49 minutes 15 seconds West, a distance of 265.785 feet to a 5/8 inch iron rod found for corner;

THENCE North 45 degrees 00 minutes East, a distance of 221.32 feet to the PLACE OF BEGINNING.

This conveyance is made and accepted subject to all restrictions, easements, rights-of-way, oil, gas and mineral leases and royalty and mineral conveyances and reservations of record, if any, in the Office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors, administrators, heirs and assigns forever, and Grantor does hereby bind itself, its successors and assigns, heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors, administrators, heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Whenever the context or construction of this document so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely; and, in addition thereto, shall encompass all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective parties named herein, and shall be binding upon and inure to the benefit of not only said parties but also their respective heirs, executors, administrators, successors and assigns.

WITNESS THE EXECUTION HEREOF this 29 day of Jan, 1998.

JACO FAMILY TRUST

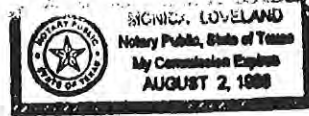
BY: Sandra M. Jaco Trustee
Sandra M. Jaco, Trustee

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 29 day of Jan., 1998, before me, the undersigned Notary Public, personally appeared Sandra M. Jaco, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his/her capacity as Trustee of Jaco Family Trust and acknowledged that he/she executed the same for the purpose contained therein on behalf of said Jaco Family Trust.

Monica Loveland
Notary Public, State of Texas



After recording, return to:

Monica's Address

Friendswood I.S.D.

302 Laurel Drive

Friendswood, TX 77546

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

RECORDER'S MEMORANDUM

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

Patricia Ritchie
1-30-98 11:18 AM 9803814
GULIS_M \$13.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

97207137.DOC

3

Stare

WARRANTY DEED

Date: JULY 29, 1998

Grantor: BRENCO DEVELOPMENT, INC., a Texas corporation

Grantor's Mailing Address (including county):

P. O. BOX 57881
WEBSTER, HARRIS COUNTY, TEXAS 77598-7881

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address (including county):

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
302 LAUREL
FRIENDSWOOD, TEXAS 77546

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, cash,
the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots One (1) and Five (5) of Final Plat of Brenham Estates, a subdivision
according to the map or plat thereof, recorded in Volume 18, Page 601, of the
Map Records of Galveston County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases,
mineral severances, and other instruments, other than liens and conveyances, that affect the
property; taxes for 1998, the payment of which Grantee assumes.

Grantee shall erect and at all times maintain adequate screening (minimum six foot (6')
cedar fence) between the property and the adjoining Lots Two (2) and Six (6) of Brenham
Estates.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY
"AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED
HEREIN.

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 heirs, executors, administrators, successors, or assigns forever. Grantor binds
Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever
defend all and singular the property to Grantee and Grantee's heirs, executors, administrators,
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.

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

BRENCO DEVELOPMENT, INC.

BY: Brenda J. Ham, President

ACCEPTED:

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

BY: John S. Stanfield
JOHN S. STANFIELD, PRESIDENT

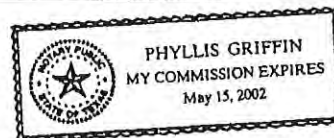
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998,
by Brenda J. Ham, PRES of
BRENCO DEVELOPMENT, INC., a Texas corporation, on behalf of said
corporation.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:



STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998,
by John S. Stanfield, Pres. of
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:

FOLLOWING RECORDING RETURN TO:
FRIENDSWOOD INDEPENDENT SCHOOL
DISTRICT
ATTENTION: JOHN S. STANFIELD
PRESIDENT

302 LAUREL
FRIENDSWOOD, TEXAS 77546

012-95-0978

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

9-22-98 10:40 AM 9846822
PACH_A \$11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

012-88-1941

WARRANTY DEED

Date: JULY 29, 1998

Grantor: BRENCO DEVELOPMENT, INC., a Texas corporation

Grantor's Mailing Address (including county):

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address (including county):

302 LAUREL DR.
FRIENDSWOOD, TX 77546
ATT: N Curtis Wilson

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, cash, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots One (1) and Five (5) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; taxes for 1998, the payment of which Grantee assumes.

Grantee shall erect and at all times maintain adequate screening (minimum six foot (6') cedar fence) between the property and the adjoining Lots Two (2) and Six (6) of Brenham Estates.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN.

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 heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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.

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

BRENCO DEVELOPMENT, INC.

BY: Brenda J. Ham, President
Brenda J. Ham, Pres.

ACCEPTED:

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

BY: John S. Stanfield
John S. Stanfield, Pres.

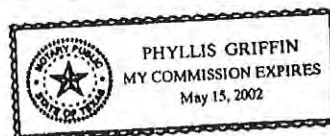
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998,
by Brenda J. Ham Pres of
BRENCO DEVELOPMENT, INC., a corporation corporation, on behalf of said
corporation.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:



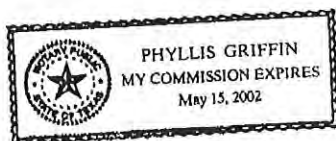
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of July, 1998,
by John S. Stanfield Pres of
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public - State of Texas
Notary's Printed Name:

My Commission Expires:



012-88-1943

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

8-28-98 10:15 AM 9842224
NASCH-T \$11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

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: May 1, 2013
~~April~~

Grantor: RAYMOND J. KRAJCA and JULIANA M. KRAJCA, husband and wife

Grantor's Mailing Address (including county):

1608 White Wing Circle
Friendswood, Texas 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546

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

Property (including any improvements):

Lot Two (2), of Final Plat of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Record 18, Map No. 601, of the Plat Records of Galveston County, Texas.

Reservations from and exceptions to Conveyance and Warranty:

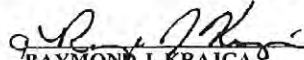
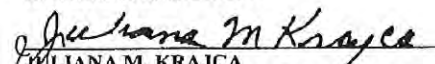
Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

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 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, except to the reservations from and exceptions to conveyance and warranty.

ATH 13030380

FILED BY
ALAMO TITLE COMPANY

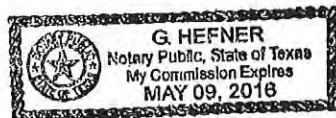
When the context requires, singular nouns and pronouns include the plural.


RAYMOND J. KRAJCA

JULIANA M. KRAJCA

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 1st day of May, 2013, by RAYMOND J. KRAJCA.



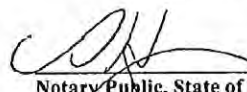

Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 1 day of May, 2013, by JULIANA M. KRAJCA.




Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

Return to:
302 Laurel
Friendswood, Tx 77546
Attn: Patricia Hanks

(11:jk0011660Apr13022-13030380-GH)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2013 May 09 12:36 PM Fee: \$ 20.00

2013028821

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

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: November 7, 2019

Grantor: PAUL DOUGLAS HAHN and TINA M. HAHN, husband and wife

Grantor's Mailing Address (including county):

1101 Falling Leaf Dr.
Friendswood, Texas 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546

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

Property (including any improvements):

Lot Three (3), Final Plat of BRENHAMESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Records 18, Map Number 601, Galveston County Map Records of Galveston County, Texas.

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

FILED BY *ATCH 19092373*
ALAMO TITLE COMPANY
(HOUSTON)

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, 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.

Paul Douglas Hahn
PAUL DOUGLAS HAHN

Tina M. Hahn
TINA M. HAHN

AGREED TO AND ACCEPTED BY:

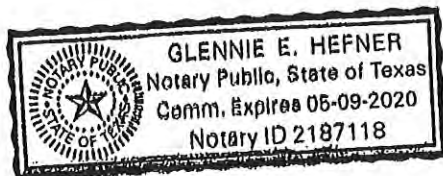
FRIENDSWOOD INDEPENDENT SCHOOL
DISTRICT, a political subdivision of the State of Texas

By: [Signature]
Name: THAD ROHER
Title: Superintendent

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by
PAUL DOUGLAS HAHN.

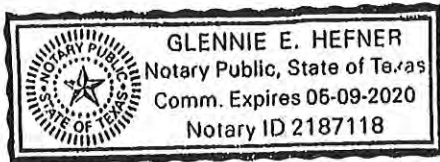


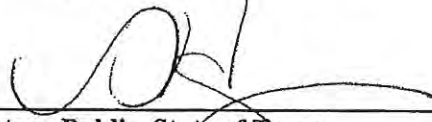
[Signature]
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by TINA M. HAHN.



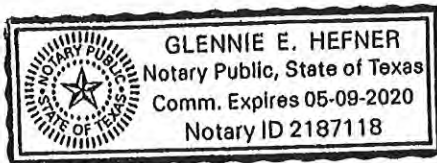

Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of November, 2019, by THAD ROHER, Superintendent of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of said school district.




Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

FILED AND RECORDED

Instrument Number: 2019061962

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 11/08/2019 12:32PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan". The signature is written in dark ink and is positioned above a horizontal line.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

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: August 31, 2017

Grantor: Brenda J. Ham

Grantor's Mailing Address: 1616 Contolani St.
League City, TX 77573

Grantee: Friendwood ISD

Grantee's Mailing Address: 302 Laurel Dr.
Friendwood, TX 77544

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

Lot Four (4) of Final Plat of Brenham Estates, a subdivision according to the map or plat thereof, recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

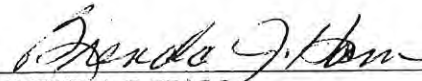
Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

STEWART TITLE

17167038571 / DA/178

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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


BREND A J. HAM

STATE OF TEXAS

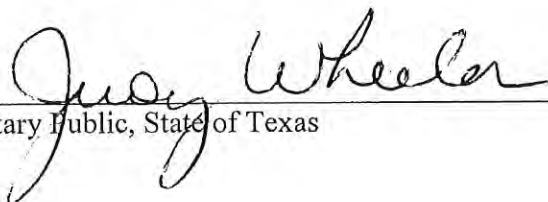
*

COUNTY OF GALVESTON

*

On the 31 day of Aug, 2017, before me, the undersigned Notary Public, personally appeared **Brenda J. Ham**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.




Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 2017053236

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 09/01/2017 3:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

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: November 20, 2014

Grantor: ERIC D. SCHULTZ and P. SUSAN SCHULTZ, husband and wife

Grantor's Mailing Address (including county):

1108 Mustang Dr.
Friendswood, TX. 77546

Grantee: FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

Grantee's Mailing Address (including county):

302 Laurel Drive
Friendswood, Galveston County, Texas 77546-3923

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

Property (including any improvements):

Lot Six (6), in Block One (1) of FINAL PLAT of BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Records 18, Map Number 601, of the Map Records of Galveston County, Texas.

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 to date of closing.

ATCH 1404 5831

FILED BY
ALAMO TITLE COMPANY

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, except to the reservations from and exceptions to conveyance and warranty.

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

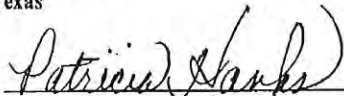
GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION.


ERIC D. SCHULTZ


P. SUSAN SCHULTZ

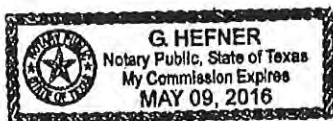
AGREED TO AND ACCEPTED BY:

FRIENDSWOOD INDEPENDENT SCHOOL
DISTRICT, a political subdivision of the State
of Texas

By: 
Name: PATRICIA HANKS
Title: Superintendent

THE STATE OF TEXAS {}
 Galveston
COUNTY OF ~~HARRIS~~ {}
 HARRIS

This instrument was acknowledged before me on the 21st day of November, 2014, by ERIC D. SCHULTZ.




Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}
COUNTY OF Galveston {}

This instrument was acknowledged before me on the 21st day of November, 2014, by P. SUSAN SCHULTZ.

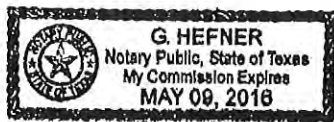


Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}
COUNTY OF Galveston {}

This instrument was acknowledged before me on the 20th day of November, 2014, by PATRICIA HANKS, Superintendent of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT.



Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

Return to:

Friendswood ISD
Attn: Patricia Hanks
302 Laurel
Friendswood, TX. 77546

(H:\ns\titleco\November 2014\22-14045831-GH)

FILED AND RECORDED

Instrument Number: 2014067068

Recording Fee: 34.00

Number Of Pages: 4

Filing and Recording Date: 11/24/2014 12:46PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Reserved for Recording Office:

After Recording, Return To:

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

DATE: December 19, 2019

GRANTOR: **EDWIN HUNTER HARRIS, III AND KERRY A. HARRIS, HUSBAND AND WIFE**

GRANTOR'S ADDRESS (including county): 1102 Mustang Drive, Friendswood, Galveston County, TX 77546

GRANTEE: **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**

GRANTEE'S ADDRESS (including county): 302 Laurel, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

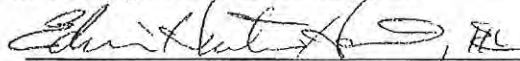
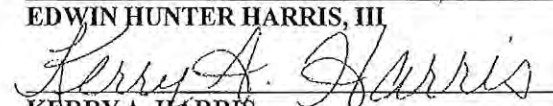
PROPERTY: Lot 7, of FINAL PLAT OF BRENHAM ESTATES, a subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral

severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

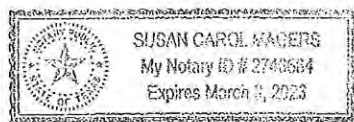
Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

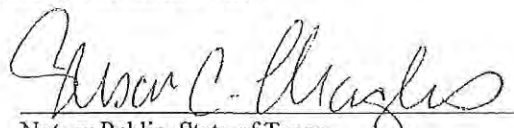
When the context requires, singular nouns and pronouns include the plural.


EDWIN HUNTER HARRIS, III

KERRY A. HARRIS

STATE OF TEXAS §
COUNTY OF Galveston §

This instrument was acknowledged before me on this the 19 day of December, 2019, by Edwin Hunter Harris, III and Kerry A. Harris, husband and wife.




Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 2019070174

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 12/20/2019 10:06AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

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

GENERAL WARRANTY DEED

Date: March 9th, 2018

Grantor: David Branham and Laurie Branham

Grantee: Friendswood Independent School District

Grantee's Mailing Address:

302 Laurel Drive
Friendswood, TX 77546

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

Lot 8, BRENHAM ESTATES, according to the map or plat thereof, recorded in Volume 18, Page 601, Map Records, Galveston County, Texas.

Reservations from Conveyance:

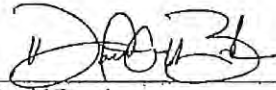
NONE

Exceptions to Conveyance and Warranty:

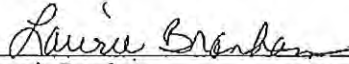
The conveyance is made and accepted subject to any and all Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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



David Branham

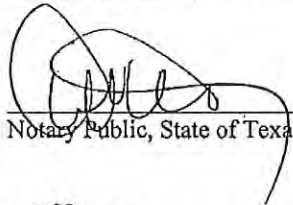


Laurie Branham

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 9 day of March, 2018 by David Branham and Laurie Branham.



Notary Public, State of Texas

After Recording, Return To:

302 Laurel Drive
Friendswood, TX 77546



FILED AND RECORDED

Instrument Number: 2018018027

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 03/28/2018 1:28PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Reserved for Recording Office:

After Recording, Return To:

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

DATE: November 15, 2019

GRANTOR: **ROGER ALAN STANFIELD, JR. AND WIFE, BONNIE ELIZABETH STANFIELD**

GRANTOR'S ADDRESS (including county): 1014 Mustang Drive, Friendswood, Galveston County, TX 77546

GRANTEE: **FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT**

GRANTEE'S ADDRESS (including county): 1014 Mustang Drive, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Lot Nine (9), of FINAL PLAT OF BRENHAM ESTATES, an addition in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 601, of the Map Records of Galveston County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral

General Warranty Deed

1

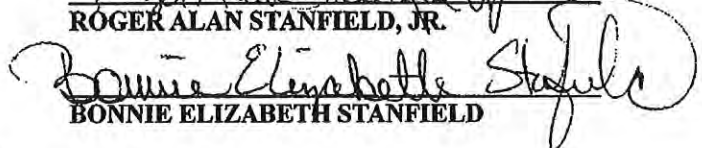
CHICAGO TITLE
EFFECTIVE 11/14/08

severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

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


ROGER ALAN STANFIELD, JR.

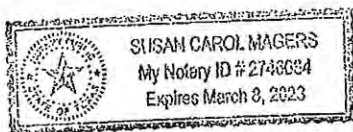

BONNIE ELIZABETH STANFIELD

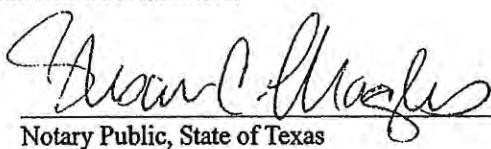
STATE OF TEXAS

COUNTY OF Galveston

§
§
§

This instrument was acknowledged before me on this the 15 day of November, 2019, by Roger Alan Stanfield, Jr. and wife, Bonnie Elizabeth Stanfield.




Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 2019063576

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 11/18/2019 2:59PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

39.166 ACRES
1,706,071 SQUARE FEET
SARAH McKISSICK SURVEY
ABSTRACT NO. 151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 39.166 acre (1,706,071 square foot) tract of land located in the Sarah McKissick Survey, Abstract Number 151, City of Friendswood, Galveston County, Texas and said 39.166 acre tract of land being the remainder of a called 41.558 acre tract described in the deed to Friendswood Independent School District recorded under Book 1835, Page 6 of the Galveston County Deed Records (G.C.D.R.), said 39.166 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "CL Davis" found marking the south corner of the intersection of southeasterly Right-of-Way (R.O.W.) line of Mustang Road (based on a width of 80 feet) recorded under Volume (Vol.) 1835, Page (Pg.) 6, G.C.D.R. and the southwesterly R.O.W. line of Greenbriar Drive (based on a width of 70 feet) recorded under Book 105, Pg. 151, Galveston County Map Records (G.C.M.R.) and being the most easterly north corner of the herein described tract;

THENCE, South 48 degrees 16 minutes 17 seconds East, departing the southeasterly R.O.W. line of said Mustang Road and along the southwesterly R.O.W. line of said Greenbriar Drive, a distance of 988.10 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the west corner of the intersection of the southwesterly R.O.W. line of said Greenbriar Drive and the northwesterly R.O.W. line of West Castlewood Avenue (based on a variable width) recorded under Vol. 15, Pg. 119, G.C.M.R. and the east corner of the herein described tract;

THENCE, South 41 degrees 28 minutes 32 seconds West, departing the southwesterly R.O.W. line of said Greenbriar Drive and along the northwesterly R.O.W. line of said West Castlewood Avenue, a distance of 102.18 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the beginning of a non-tangent curve to the left in the southeasterly line of the herein described tract;

THENCE, in a southerly direction, along said curve to the left, continuing along the northwesterly R.O.W. line of said West Castlewood Avenue, having a radius of 235.00 feet, a central angle of 21 degrees 07 minutes 18 seconds (chord bears South 13 degrees 48 minutes 25 seconds West, 86.14 feet, and an arc distance of 86.23 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set in the northwesterly R.O.W. line of said West Castlewood Avenue and marking the north corner of Reserve "A", Wilderness Trails, a subdivision recorded under Vol. 15, Pg. 119, G.C.M.R. and an angle in the southeasterly line of the herein described tract;

THENCE, South 41 degrees 28 minutes 32 seconds West, departing the northwesterly R.O.W. line of said West Castlewood Avenue and along the northwesterly line of said Wilderness Trails, a distance of 1,504.53 feet, to a 5/8-inch iron rod found in the northeasterly line of Lot 64, Block 3, Wilderness Trails Section III, a subdivision recorded under Vol. 18, Pg. 293, G.C.M.R. and marking the most northerly west corner of Lot 14, said Wilderness Trails and the south corner of the herein described tract;

THENCE, North 48 degrees 12 minutes 20 seconds West, along the northeasterly line of said Wilderness Trails Section III, a distance of 40.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking an angle in the northeasterly line of said Wilderness Trails Section III and the southeasterly line of herein described tract;

THENCE, North 48 degrees 20 minutes 40 seconds West, continuing along the northeasterly line of said Wilderness Trails Section III, a distance of 451.33 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the south corner of the called 0.5739 acre tract described in deed to City of Friendswood recorded under Galveston County Clerk's File Numbers (G.C.C.F. No.) 8457504 and 8507123 and an exterior corner of the herein described tract;

THENCE, North 41 degrees 39 minutes 20 seconds East, departing the northeasterly line of said Wilderness Trails Section III and along the southwesterly line of said called 0.5739 acre tract, a distance of 100.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the east corner of said called 0.5739 acre tract and an interior corner of the herein described tract;

THENCE, North 48 degrees 20 minutes 40 seconds West, along the northeasterly line of said called 0.5739 acre tract, a distance of 250.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc." set marking the north corner of said called 0.5739 acre tract and an interior corner of the herein described tract;

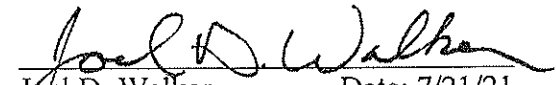
THENCE, South 41 degrees 39 minutes 20 seconds West, along the northwesterly line of said called 0.5739 acre tract, a distance of 100.00 feet, to the northeasterly line of Lot 24, Block 3, aforesaid Wilderness Trails Section III, and the west corner of said called 0.5739 acre tract and an exterior corner of the herein described tract, from which a 5/8-inch iron rod found bears, North 44 degrees 54 minutes East, 0.39 feet;

THENCE, North 48 degrees 20 minutes 40 seconds West, along the northeasterly line of said Wilderness Trails Section III, a distance of 294.19 feet, to the south corner of Lot 1, Block 1, Final Plat of Friendswood High School Expansion, a subdivision recorded under Vol. 18, Pg. 990, G.C.M.R. and the west corner of the herein described tract;

THENCE, North 41 degrees 43 minutes 41 seconds East, along the southeasterly line of said Lot 1, Block 1, Final Plat of Friendswood High School Expansion passing at a distance of 370.70, the most easterly southwest corner of said Lot 1, Block 1, Final Plat of Friendswood High School Expansion and the south corner of aforesaid Mustang Road, continuing along the southeaster R.O.W. line of said Mustang Road a total distance of 1,684.04 feet, to the POINT OF BEGINNING and containing a computed area of 39.166 acre (1,706,071 square foot) of land.

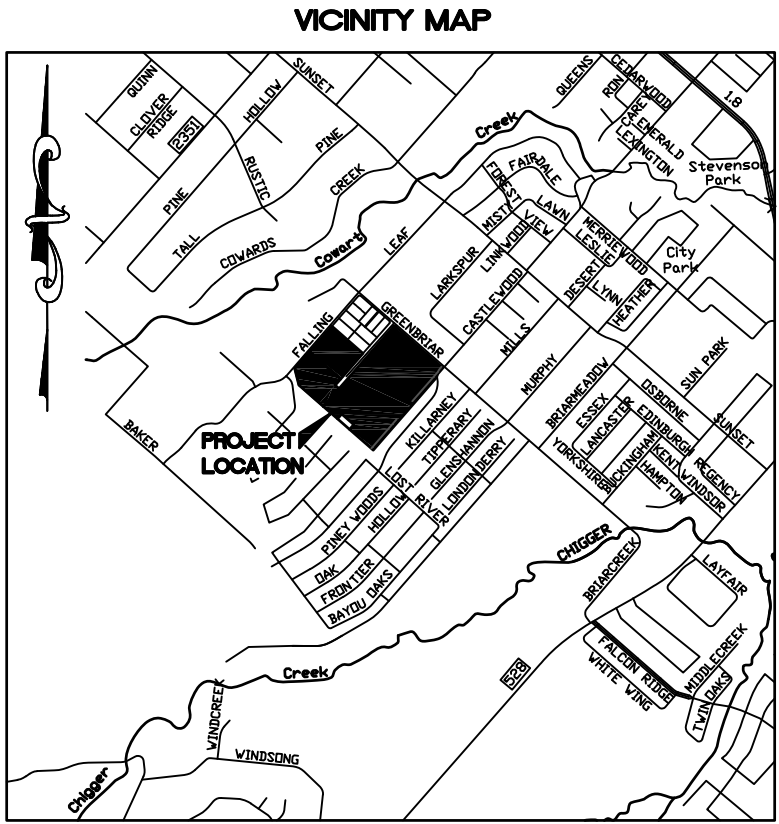
West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



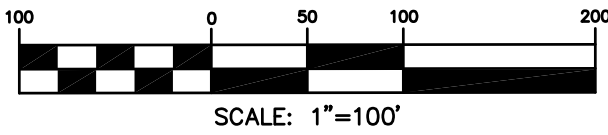

Joel D. Walker Date: 7/21/21
Texas Registration No. 5189
Revised: 7/30/21

ABBREVIATIONS:

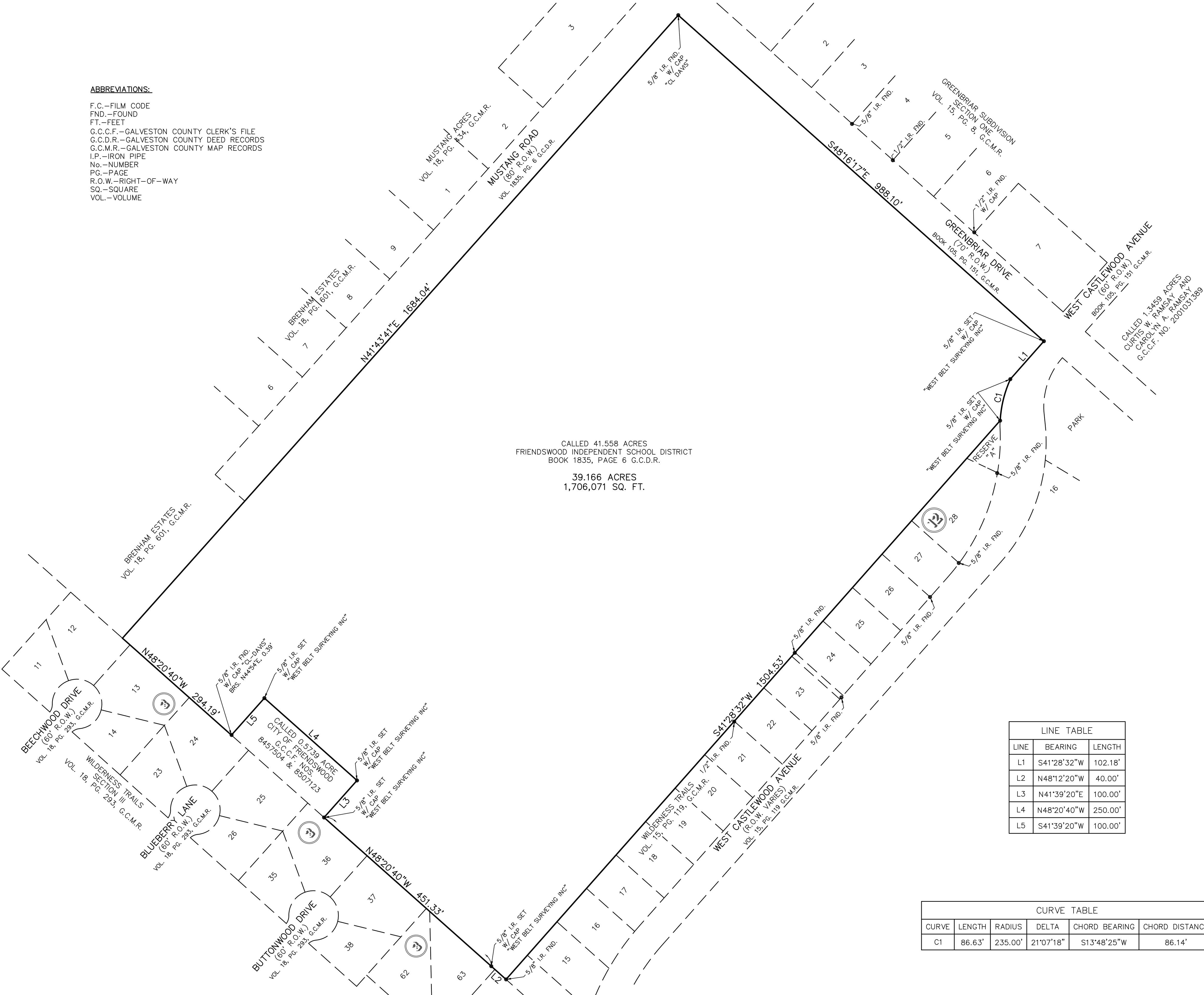
F.C.—FILM CODE
FND.—FOUND
FT.—FEET
G.C.C.F.—GALVESTON COUNTY CLERK'S FILE
G.C.D.R.—GALVESTON COUNTY DEED RECORDS
G.C.M.R.—GALVESTON COUNTY MAP RECORDS
I.P.—IRON PIPE
No.—NUMBER
PG.—PAGE
R.O.W.—RIGHT-OF-WAY
SQ.—SQUARE
VOL.—VOLUME



KEY MAP 656G
SCALE: 1" = 3000'



SCALE: 1"=100'



CALLLED 41.558 ACRES
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
BOOK 1835, PAGE 6 G.C.D.R.

39.166 ACRES
1,706,071 SQ. FT.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°28'32"W	102.18'
L2	N48°12'20"W	40.00'
L3	N41°39'20"E	100.00'
L4	N48°20'40"W	250.00'
L5	S41°39'20"W	100.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	86.63'	235.00'	21°07'18"	S13°48'25"W	86.14'

FRIENDSWOOD
INDEPENDENT
SCHOOL DISTRICT

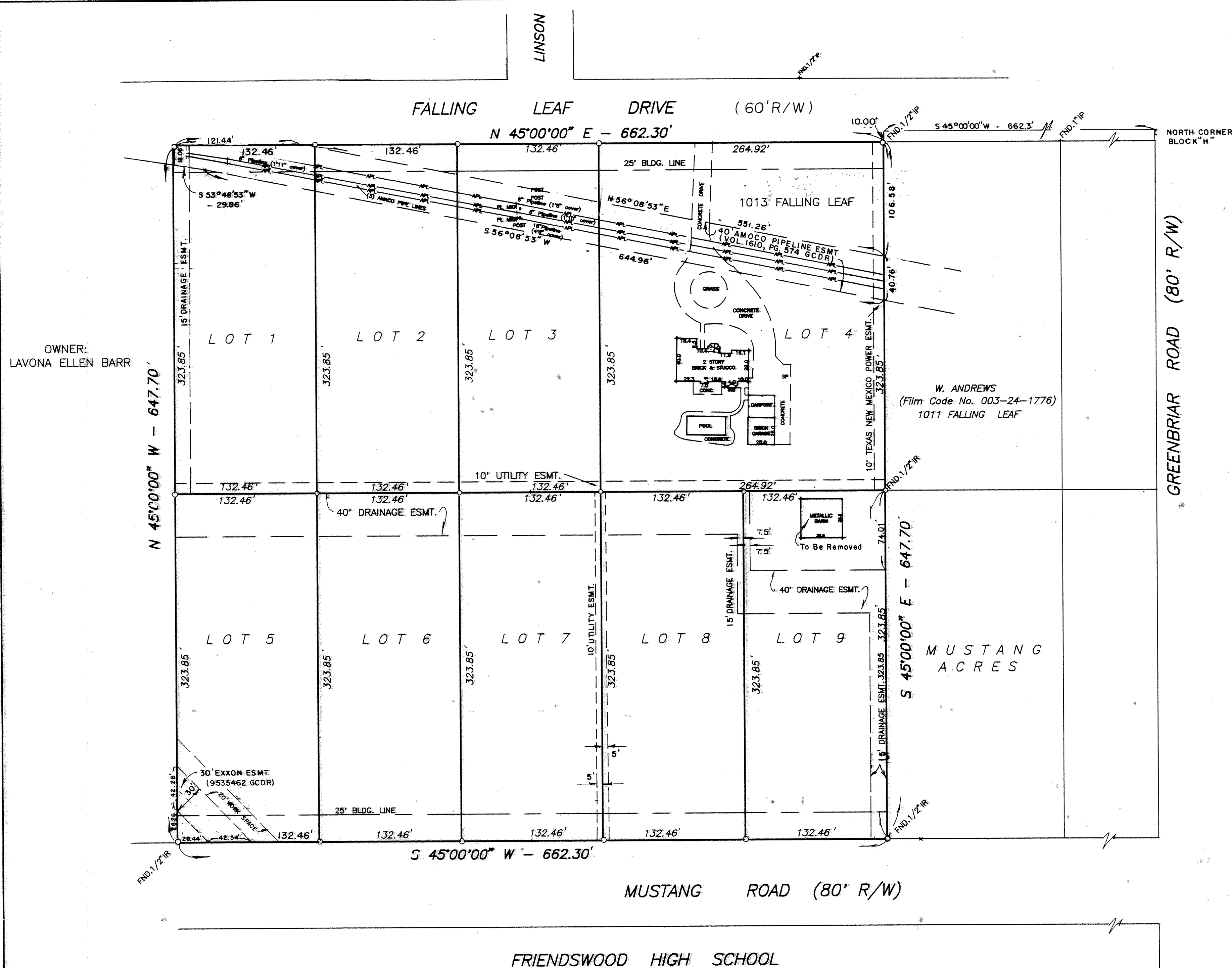
EXHIBIT

39.166 ACRES
OUT OF THE
SARAH MCKISSICK SURVEY,
ABSTRACT NO. 151
CITY OF FRIENDSWOOD,
GALVESTON COUNTY, TEXAS

WEST BELT
SURVEYING, INC.

21020 PARK ROW KATY, TX. 77449
PHONE: (281) 590-8288
FAX: (281) 492-6026
CERTIFIED FIRM NO. 10073800

NO.	DATE	REVISIONS	BY
DRAWN BY: AN		CHECKED BY:	
SCALE: 1" = 100'		APPROVED BY: JDW	
PROJECT NO. S371-0001B		DATE: AUGUST 6, 2021	



STATE OF TEXAS
COUNTY OF GALVESTON

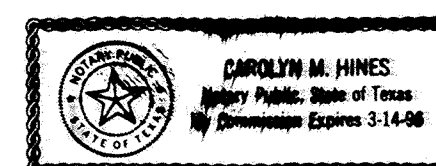
WE, BRESCO DEVELOPMENT COMPANY, ACTING BY AND THROUGH BRENDA HAM, PRESIDENT, OWNERS OF THE PROPERTY, SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF BRENHAM ESTATES DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, PRIVATE DRIVES (FIRE LANES), LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS BRENHAM ESTATES LOCATED IN THE SARAH McKESSICK LEAGUE, ABSTRACT 151, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AND DEDICATE TO PUBLIC USE, AS SUCH THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

Brenda Ham
BRENDA HAM
PRESIDENT BRESCO DEVELOPMENT COMPANY

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BRENDA HAM PRESIDENT BRESCO DEVELOPMENT CO. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

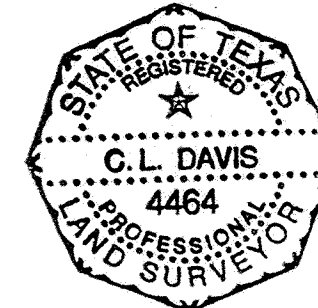
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 23rd DAY OF JUNE, 1995.



Carolyn M. Hines
NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:
3-14-96

THIS IS TO CERTIFY THAT I, C. L. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE WILL BE PROPERLY MARKED WITH 5/8" IRON RODS AND THAT THIS CORRECTLY REPRESENTS A SURVEY MADE BY ME.

C. L. Davis
C. L. DAVIS
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4464



I, PATRICIA RITCHIE, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____ AT _____ O'CLOCK, _____ M., AND DULY RECORDED ON _____ AT _____ O'CLOCK, _____ M., IN PLAT RECORD MAP NUMBER, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY LAST ABOVE WRITTEN:

PATRICIA RITCHIE
COUNTY CLERK GALVESTON COUNTY, TEXAS
BY _____ DEPUTY

SURVEYOR:
C.L. DAVIS & COMPANY
1506 EAST BROADWAY
SUITE 103
PEARLAND, TEXAS
713-482-9490

OWNER:
BRESCO DEVELOPMENT COMPANY
20780 GULF FREEWAY
WEBSTER, TEXAS 77598

- NOTES:
1. THERE ARE NO PIPELINE EASEMENTS ON SUBJECT PROPERTY EXCEPT AS SHOWN.
 2. THIS TRACT LIES IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485468 0005 D, DATED JUNE 03, 1988. THIS STATEMENT IS BASED ON SCALING SAID TRACT ON THE ABOVE REFERENCED MAP.
 3. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.
 4. DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
 5. DISTURBED AREAS AND DETENTION POND SHALL BE HYDRO-MULCH SEEDDED OR SODDED.
 6. GERMINATION IN SEEDDED AREAS SHALL MEET OR EXCEED 95% PRIOR TO FINAL ACCEPTANCE.
 7. MAINTENANCE OF THE DETENTION FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER.
 8. CONTACT THE CLEAR CREEK DRAINAGE DISTRICT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR THE FINAL INSPECTION.
 9. 4' WIDE SIDEWALKS WILL BE REQUIRED OF BUILDER ON EACH LOT AT TIME OF CONSTRUCTION.

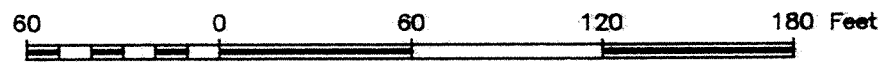
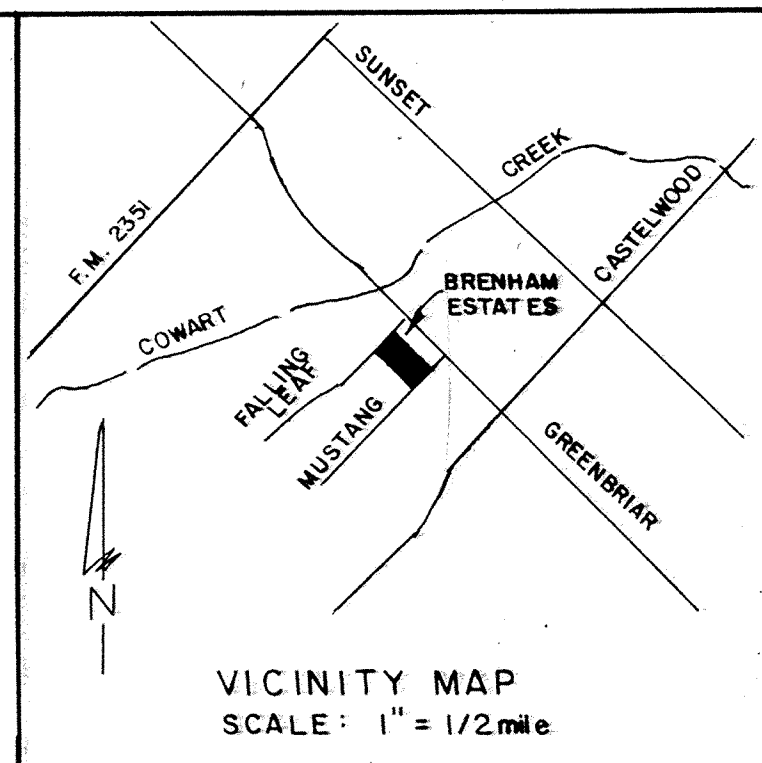
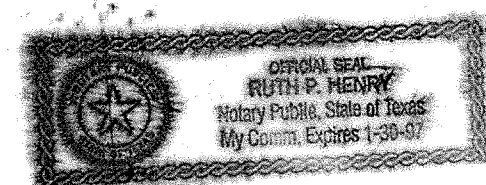
APPROVED BY CLEAR CREEK DRAINAGE DISTRICT:
Neil Ransom 10/24/95
SUPERVISOR
KE D... 10/24/95
SUPERVISOR

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BRENHAM ESTATES AS SHOWN THEREON IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN AND DEVELOPMENT COORDINATOR OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, THIS 22nd DAY OF September, 1995.

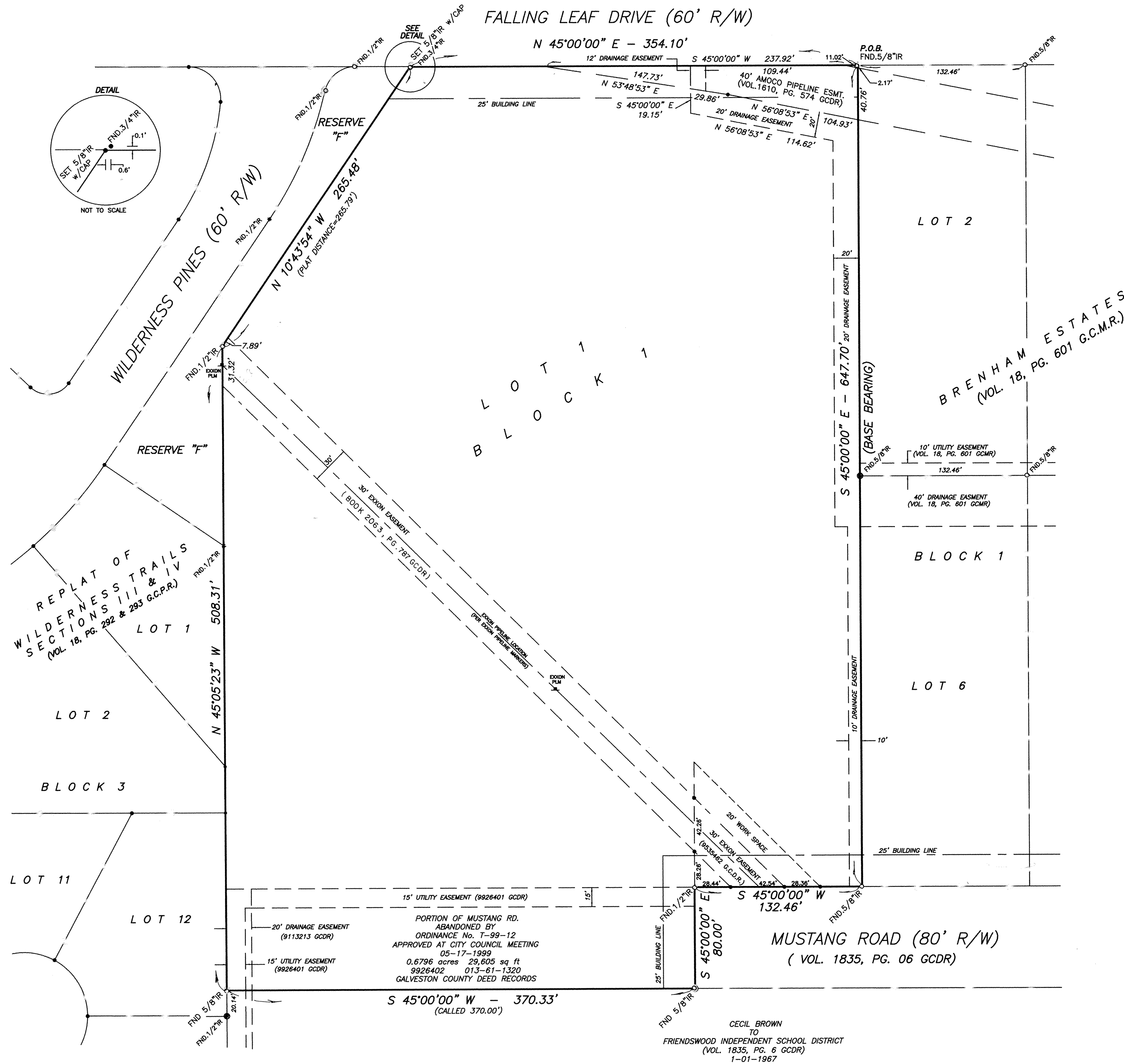
Ruth Henry
RUTH HENRY
DEVELOPMENT COORDINATOR
Renny R. Baker
CHAIRMAN

I, DOUG KNEUPPER, CITY ENGINEER OF THE CITY OF FRIENDSWOOD, TEXAS DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS, AND FURTHER IT COMPLIES OR WILL COMPLY WITH ALL OF THE ORDINANCES AS ADOPTED BY THE CITY COUNCIL.

Doug Kneupper
DOUG KNEUPPER
CITY ENGINEER



FALLING LEAF DRIVE (60' R/W)



- NOTES:
1. THERE ARE NO PIPELINE EASEMENTS ON SUBJECT PROPERTY EXCEPT AS SHOWN.
 2. THIS TRACT LIES IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485469 0005 E, DATED SEPTEMBER 22, 1995. THIS STATEMENT IS BASED ON SCALING SAID TRACT ON THE ABOVE REFERENCED MAP.
 3. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.
 4. DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
 5. DISTURBED AREAS AND DETENTION POND SHALL BE HYDRO-MULCH SEEDING OR SODDED.
 6. GERMINATION IN SEEDD AREAS SHALL MEET OR EXCEED 95% PRIOR TO FINAL ACCEPTANCE.
 7. MAINTENANCE OF THE DETENTION FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER.
 8. CONTACT THE CLEAR CREEK DRAINAGE DISTRICT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR THE FINAL INSPECTION.
 9. 4' SIDEWALK WILL BE CONSTRUCTED ALONG FALLING LEAF R/W LINE.
 10. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY CLEAR CREEK DRAINAGE DISTRICT.
 11. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE CLEAR CREEK DRAINAGE DISTRICT FOR APPROVAL.

BENCHMARK
USC&GS MONUMENT E-459 LOCATED ON THE NORTH R/W LINE OF BRIARMEADOW APPROX. 185' WEST OF SUNSET BOULEVARD.
ELEVATION 26.34 (1978 ADJUSTMENT)

T.B.M.
"LL" IN MUELLER ON FIRE HYDRANT LOCATED APPROX. 667' NORTHEAST EAST CORNER OF SUBJECT; ON NORTHWESTERLY SIDE OF MUSTANG RD.
ELEVATION 30.19

APPROVAL OF
CLEAR CREEK DRAINAGE DISTRICT

SUPERVISOR

SUPERVISOR

10-26-1999
DATE
10-26-99
DATE

12' DRAINAGE EASEMENT, PORTION OF 40' DRAINAGE EASEMENT AND A PORTION OF 10' UTILITY EASEMENT WITHIN LOTS 1 AND 5, BLOCK 1 BRENHAM ESTATES (VOL. 18, PG. 601 G.C.M.R.) ARE ABANDONED BY THIS REPLAT OF SAID LOTS 1 AND 5.

STATE OF TEXAS
COUNTY OF GALVESTON

WE, FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT (FISD) ACTING BY AND THROUGH, CURTIS WILSON, ASSISTANT SUPERINTENDENT FOR ADMINISTRATION, OWNERS OF THE PROPERTY, SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF FRIENDSWOOD HIGH SCHOOL SCHOOL EXPANSION DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, PRIVATE DRIVES (FIRE LANES), LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS FRIENDSWOOD HIGH SCHOOL EXPANSION, LOCATED IN THE SARAH MCKISSICK LEAGUE, A-151 FRIENDSWOOD, GALVESTON COUNTY, TEXAS AND DEDICATE TO PUBLIC USE, AS SUCH THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

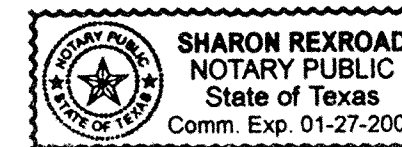
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

CURTIS WILSON
ASSISTANT SUPERINTENDENT

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, CURTIS WILSON, ASSISTANT SUPERINTENDENT FISD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3rd DAY OF NOV., 1999.



MY COMMISSION EXPIRES:

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF FRIENDSWOOD HIGH SCHOOL EXPANSION AS SHOWN THEREON IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN AND DEVELOPMENT COORDINATOR OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, THIS 1st DAY OF March, 1999.

CLAUDIA LAMB
DEVELOPMENT COORDINATOR

W. C. KINGS
CHAIRMAN

I, MIKIEL HODGE, CITY ENGINEER OF THE CITY OF FRIENDSWOOD, TEXAS DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLETES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS, AND FURTHER IT COMPLETES OR WILL COMPLY WITH ALL OF THE ORDINANCES AS ADOPTED BY THE CITY COUNCIL.

MICKEL G. HODGE 3/1/00
CITY ENGINEER

I, PATRICIA RITCHIE, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____ AT _____ O'CLOCK, _____ M., AND DULY RECORDED ON _____ AT _____ O'CLOCK, _____ M., IN PLAT RECORD _____ MAP NUMBER, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY LAST ABOVE WRITTEN:

PATRICIA RITCHIE,
COUNTY CLERK GALVESTON
COUNTY, TEXAS

BY _____ DEPUTY

ALL THAT CERTAIN 7.788 ACRES BEING ALL OF LOTS 1 & 5, BLOCK 1, BRENHAM ESTATES ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 18, PAGE 601, GALVESTON COUNTY MAP RECORDS AND A PORTION OF LOT 3, BLOCK H, CENTRAL PARK SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 105, PAGE 151, GALVESTON COUNTY MAP RECORDS, FRIENDSWOOD, GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON ROD MARKING THE WEST CORNER OF LOT 2, BLOCK 1 OF SAID BRENHAM ESTATES, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FALLING LEAF DRIVE (60' WIDE);

THENCE S 45° 00' 00" E - 647.70' (BASE BEARING) WITH THE SOUTHWESTERLY LINE OF LOTS 2 AND 6, BLOCK 1 OF SAID BRENHAM ESTATES TO A FOUND 5/8" IRON ROD FOR CORNER;

THENCE S 45° 00' 00" W - 132.46' WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MUSTANG ROAD (80' WIDE) TO A FOUND 1/2" IRON ROD FOR CORNER;

THENCE S 45° 00' 00" E - 80.00' WITH THE NORTHEASTERLY LINE OF THAT PORTION OF MUSTANG ROAD ABANDONED BY CITY OF FRIENDSWOOD ORDINANCE NUMBER 1-99-12 AS FILED IN OFFICIAL RECORDS OF REAL PROPERTY OF GALVESTON COUNTY AT CLERK'S FILE NUMBER 9926402, FILM CODE NUMBER 013-61-1320 TO A FOUND 5/8" IRON ROD FOR CORNER;

THENCE S 45° 00' 00" W - 370.33' (CALLED 370.00') WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID MUSTANG ROAD ABANDONMENT TO A FOUND 5/8" IRON ROD FOR CORNER;

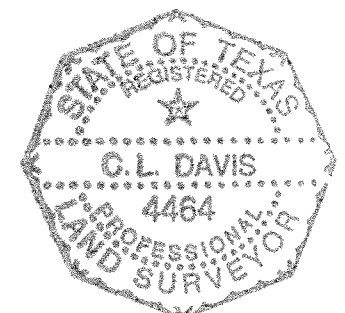
THENCE N 45° 05' 23" W - 508.31' WITH THE NORTHEASTERLY LINE OF REPLAT OF WILDERNESS TRAILS, SECTIONS 3 & 4 ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 18, PAGE 292 & 293 GALVESTON COUNTY MAP RECORDS TO A FOUND 1/2" IRON ROD FOR CORNER;

THENCE N 10° 43' 54" W - 265.48' CONTINUING WITH THE SAID NORTHEASTERLY LINE OF THE REPLAT OF WILDERNESS TRAILS TO A SET 5/8" IRON ROD WITH CAP FOR CORNER;

THENCE N 45° 00' 00" E - 354.10' WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FALLING LEAF DRIVE TO THE POINT OF BEGINNING AND CONTAINING 7.788 ACRES OF LAND MORE OR LESS.

THIS IS TO CERTIFY THAT I, C. L. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE WILL BE PROPERLY MARKED WITH 5/8" IRON RODS WITH CAPS, UNLESS OTHERWISE NOTED AND THAT THIS CORRECTLY REPRESENTS A SURVEY MADE BY ME.

C. L. DAVIS
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 4464



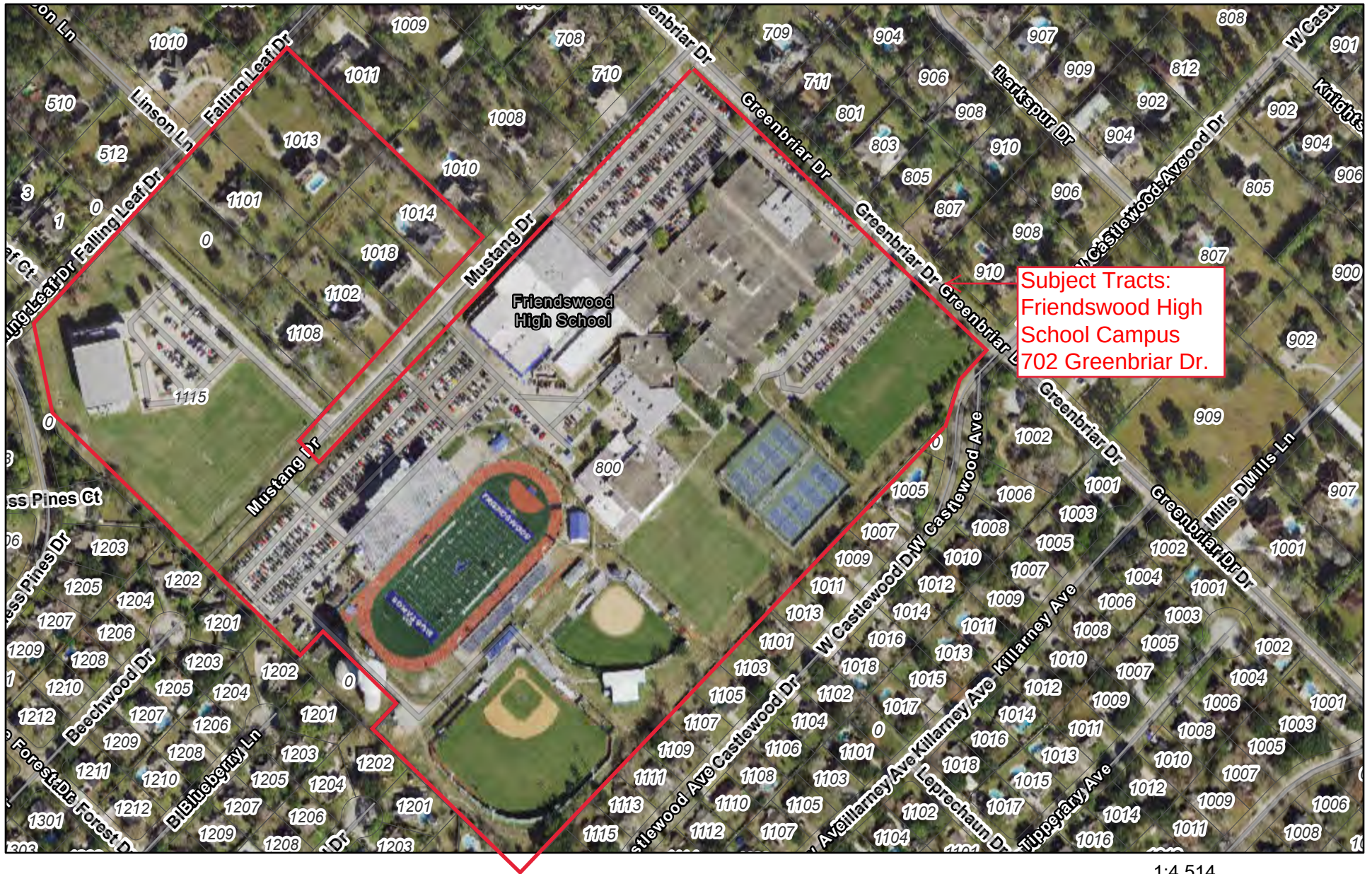
FINAL PLAT FRIENDSWOOD HIGH SCHOOL EXPANSION

7.788 ACRES BEING
ALL OF LOTS 1 & 5
BREHMAN ESTATES
(Vol. 18, Pg. 601, GCMR) AND
A PORTION OF LOT 3, BLOCK H
CENTRAL PARK SUBDIVISION
(Vol. 105, Pg. 151, GCMR)
FRIENDSWOOD, GALVESTON COUNTY, TEXAS
1 LOT, 1 BLOCK
OCTOBER 12, 1999

SURVEYOR:
C.L. DAVIS & CO.
LAND SURVEYING
1500 WINDING WAY
FRIENDSWOOD, TEXAS 77546
281-482-9490
C.L. DAVIS, R.P.L.S.

OWNER:
FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT
302 LAUREL
FRIENDSWOOD, TEXAS 77546
281-482-1267
MR. CURTIS WILSON

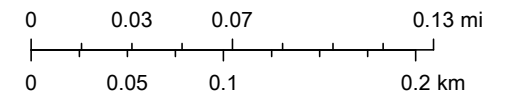
ArcGIS Web Map



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 City Limits  Streets  Parcels

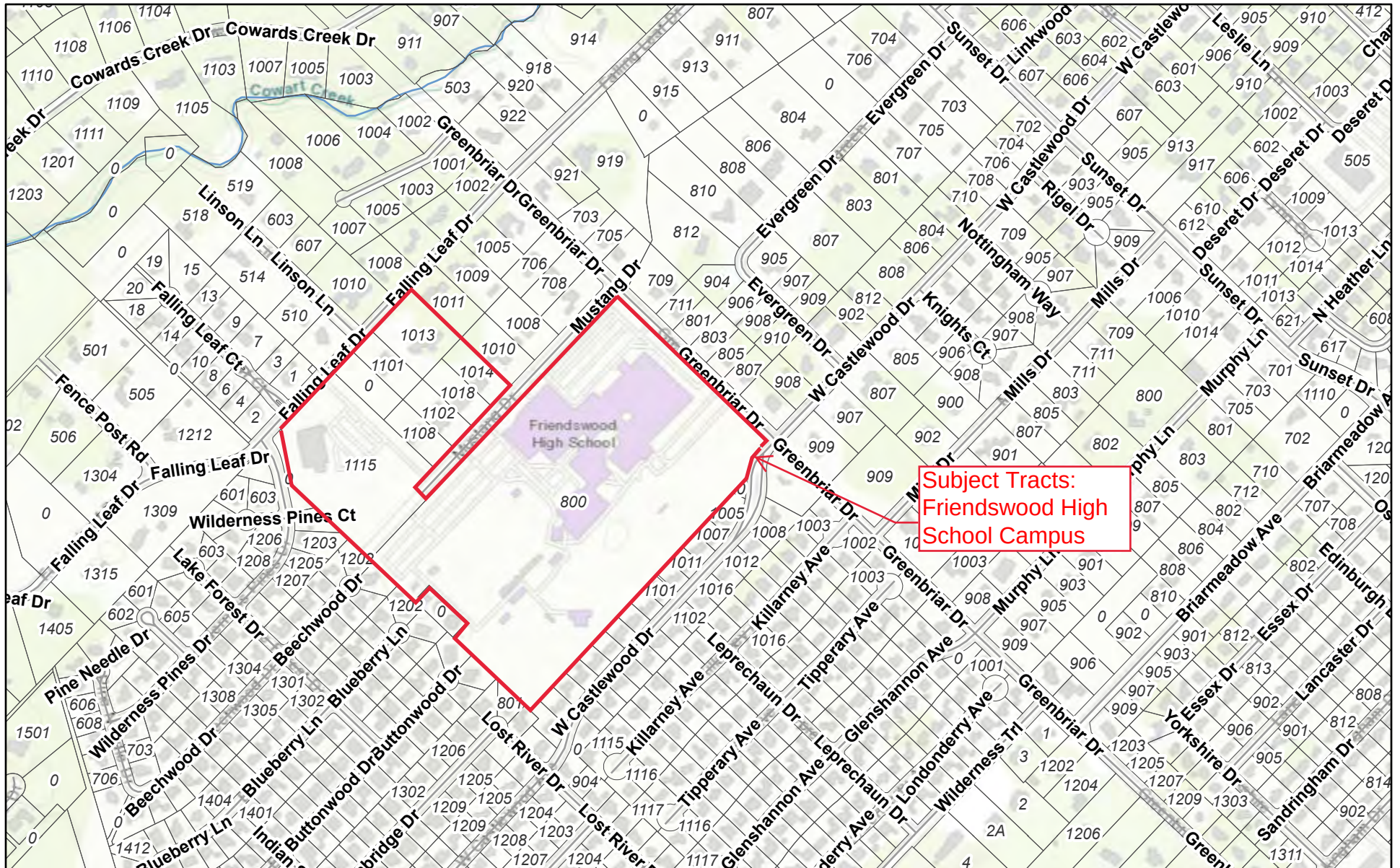
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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

ArcGIS Web Map

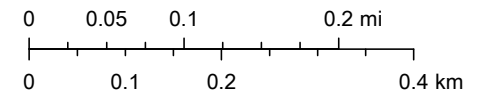


7/26/2021, 2:36:23 PM

 City Limits  Parcels

 Streets  All Linear Water Features

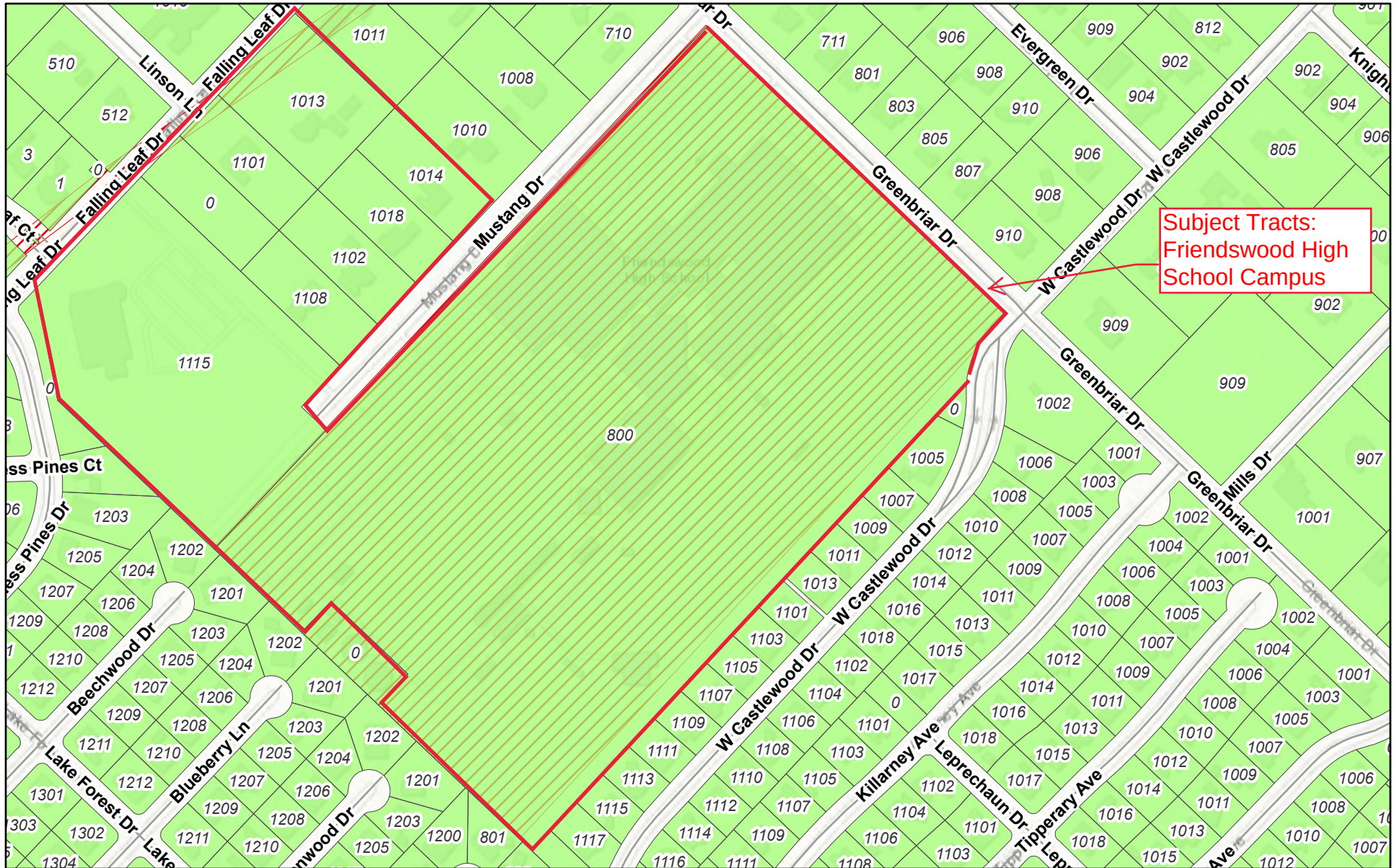
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City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

ArcGIS Web AppBuilder
City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/USA, EPA/HSDA

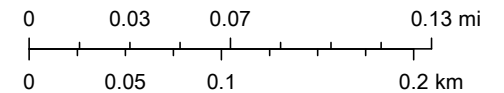
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- City Limits
- Parcels
- Specific Use Permits
- Streets
- Zoning of Parcels
- SFR

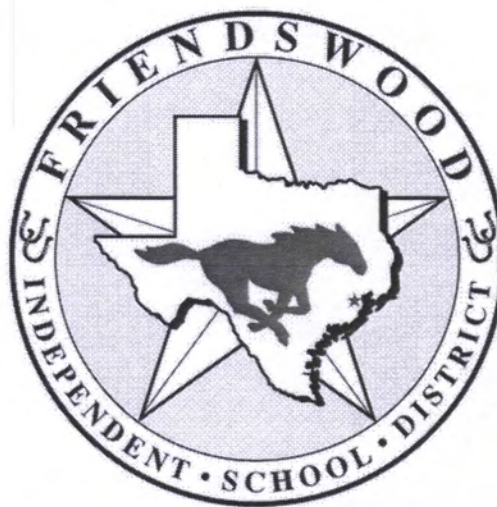
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City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

EXHIBIT “B”

FRIENDSWOOD ISD
**FRIENDSWOOD HIGH SCHOOL ADDITIONS AND
RENOVATIONS - SPECIFIC USE PERMIT**

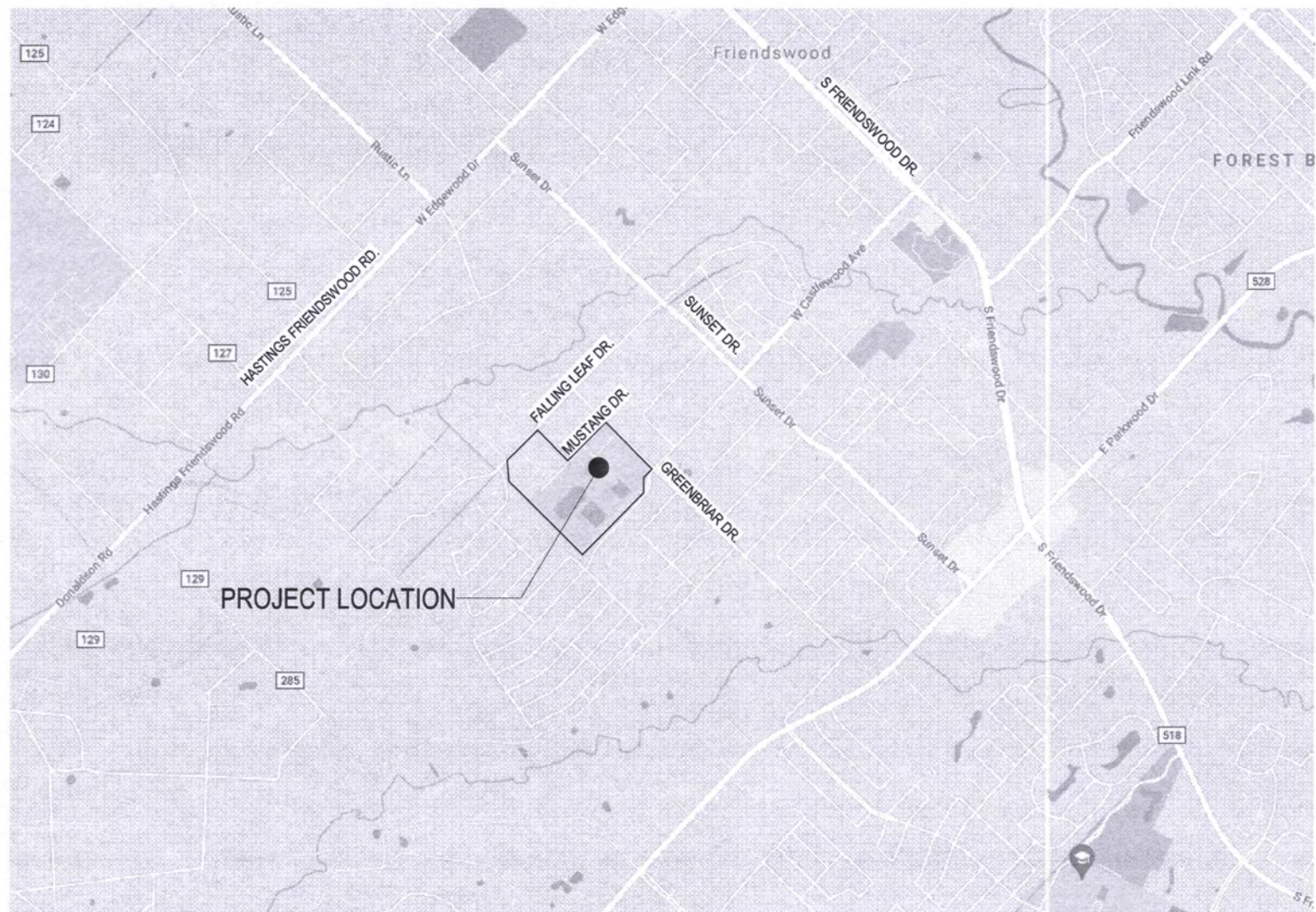


702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

8/2/2021

VICINITY MAP



702 GREENBRIAR DR., FRIENDSWOOD, TX 77546

BOARD OF TRUSTEES

TONY HOPKINS
DAVID MONTZ
REBECCA HILLENBURG
LAURA SEIFERT
NIKI RHODES
ROBERT C. McCABE
RALPH HOBRATSCHK

PRESIDENT
VICE PRESIDENT
SECRETARY
MEMBER
MEMBER
MEMBER
MEMBER

ADMINISTRATION

THAD ROHER
LAUREN AMBEAU
KIM COLE
AMBER PETREE
LINDSEY FOLEY
STACY GUZZETTA, Ph.D
ERICH KREITER
DAYNA OWEN

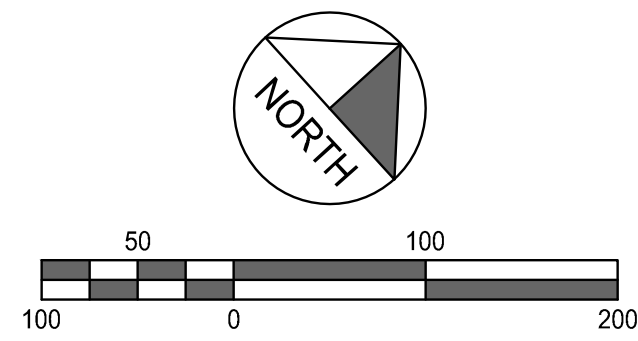
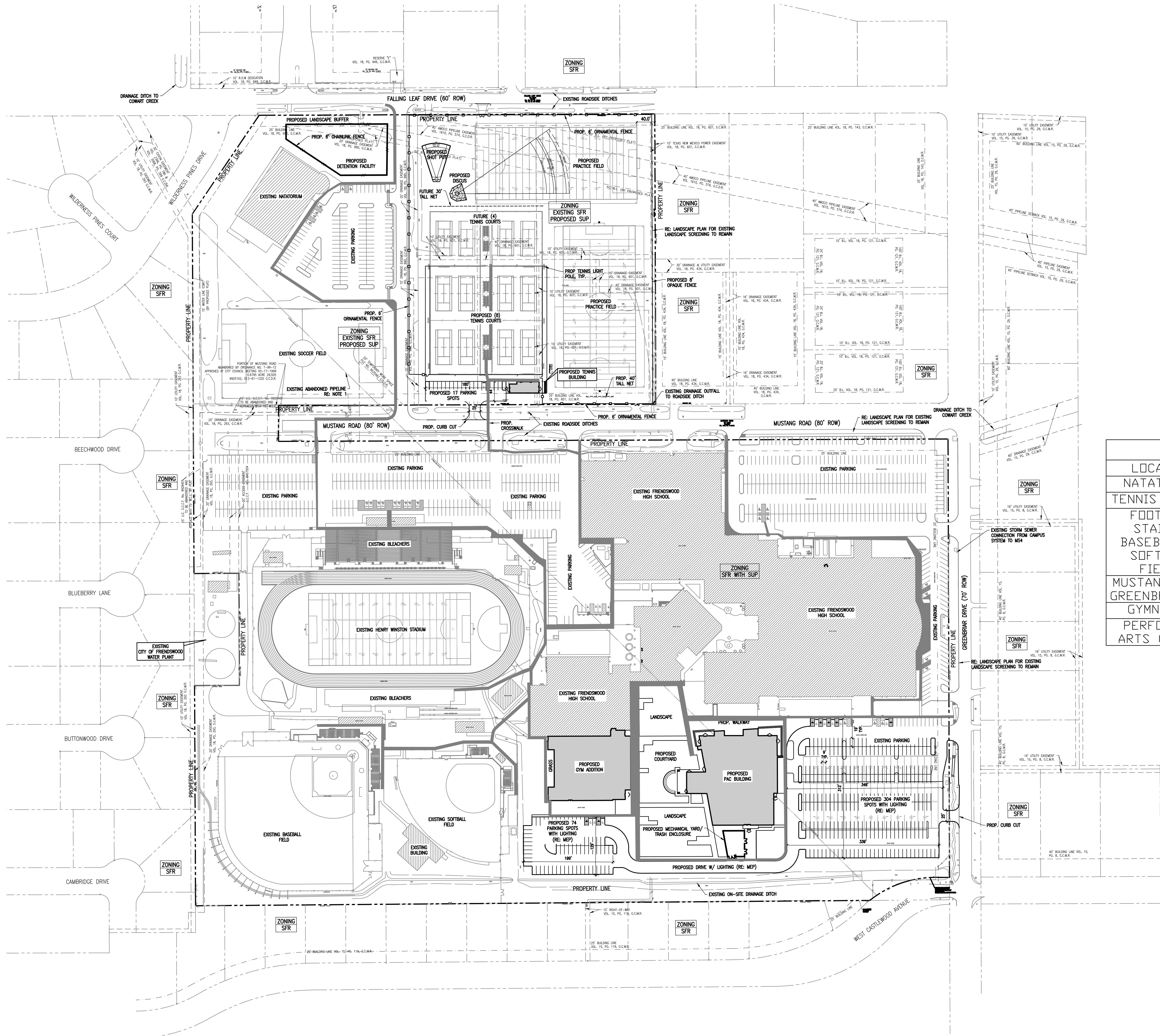
SUPERINTENDENT OF SCHOOLS
ASSISTANT SUPERINTENDENT OF TEACHING AND LEARNING
EXECUTIVE DIRECTOR SECONDARY TEACHING AND LEARNING
CHIEF FINANCIAL OFFICER
EXECUTIVE DIRECTOR HUMAN RESOURCES
EXECUTIVE DIRECTOR STUDENT OPERATIONS
EXECUTIVE DIRECTOR SAFETY AND OPERATIONS
EXECUTIVE DIRECTOR OF COMMUNICATION

ARCHITECT
PBK
11 GREENWAY PLAZA
22ND FLOOR
HOUSTON, TX 77046
T 713-965-0608

CIVIL ENGINEER
DIG
11 GREENWAY PLAZA
SUITE 1520
HOUSTON, TX 77046
T 346-308-9036

MEP ENGINEER
LEAF ENGINEERS
11 GREENWAY PLAZA
SUITE 1510
HOUSTON, TX 77046
T 713-940-3300

SURVEYOR
WEST BELT SURVEYOR
21020 PARK ROW
KATY, TX 77449
T 281-599-8288



1. THE 8" ABANDONED CRUDE OIL PIPELINE LOCATED DIRECTLY SOUTHEAST OF THE EXISTING FRIENDSWOOD HIGH SCHOOL BUILDING WILL BE REQUIRED TO BE PHYSICALLY REMOVED WITHIN AT LEAST 50 FEET OF THE PROPOSED PERFORMING ARTS CENTER BEFORE CONSTRUCTION OF THE PROPOSED BUILDING MAY BEGIN.

NEW GYMNASIUM ADDITION BUILDING

- TWO STORY
- GROSS FLOOR AREA: 33,010 SF
- BUILDING HEIGHT: 31'-0"

NEW PERFORMANCE ARTS CENTER BUILDING

- TWO STORY
- GROSS FLOOR AREA: 43,999 SF
- BUILDING HEIGHT: 49'-11"

NEW TENNIS LOCKER ROOM BUILDING

- ONE STORY
- GROSS FLOOR AREA: 1,588 SF
- BUILDING HEIGHT: 15'-0"

BUILDING ENTRANCES / EXITS

PARKING REQUIREMENTS

PER DCM APPENDIX C - SECONDARY SCHOOL PARKING:

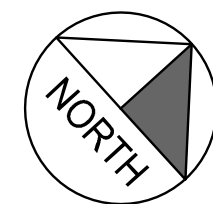
- REQUIRED PARKING: .3 SPACES PER STUDENT
- CURRENT ENROLLMENT OF SCHOOL: 2,050 STUDENTS
- REQUIRED PARKING: 615 SPACES
- PROVIDED PARKING: 1249 SPACES

RE: ARCH FOR TYPICAL ADA ACCESSIBLE PARKING DETAILS
AND TRASH ENCLOSURE DETAIL

ADA ACCESSIBLE ROUTES FROM
R.O.W AND PARKING TO BUILDINGS

ADA PARKING PER PARKING LOT

ADA PARKING			
LOCATION	REQ'D.	EXIST.	PROP.
NATATORIUM	5	6	6
TENNIS COURTS	1	0	1
FOOTBALL STADIUM, BASEBALL, & SOFTBALL FIELDS	9	13	13
MUSTANG DR. & GREENBRIAR DR.	8	8	8
GYMNASIUM	3	0	3
PERFORMING ARTS CENTER	8	8	8

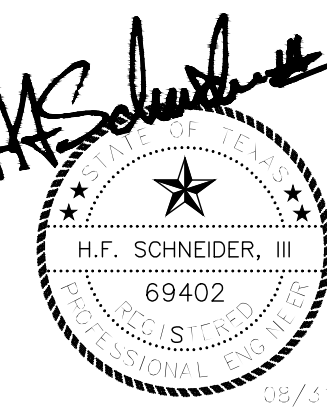


FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS

SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

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SITE PLAN

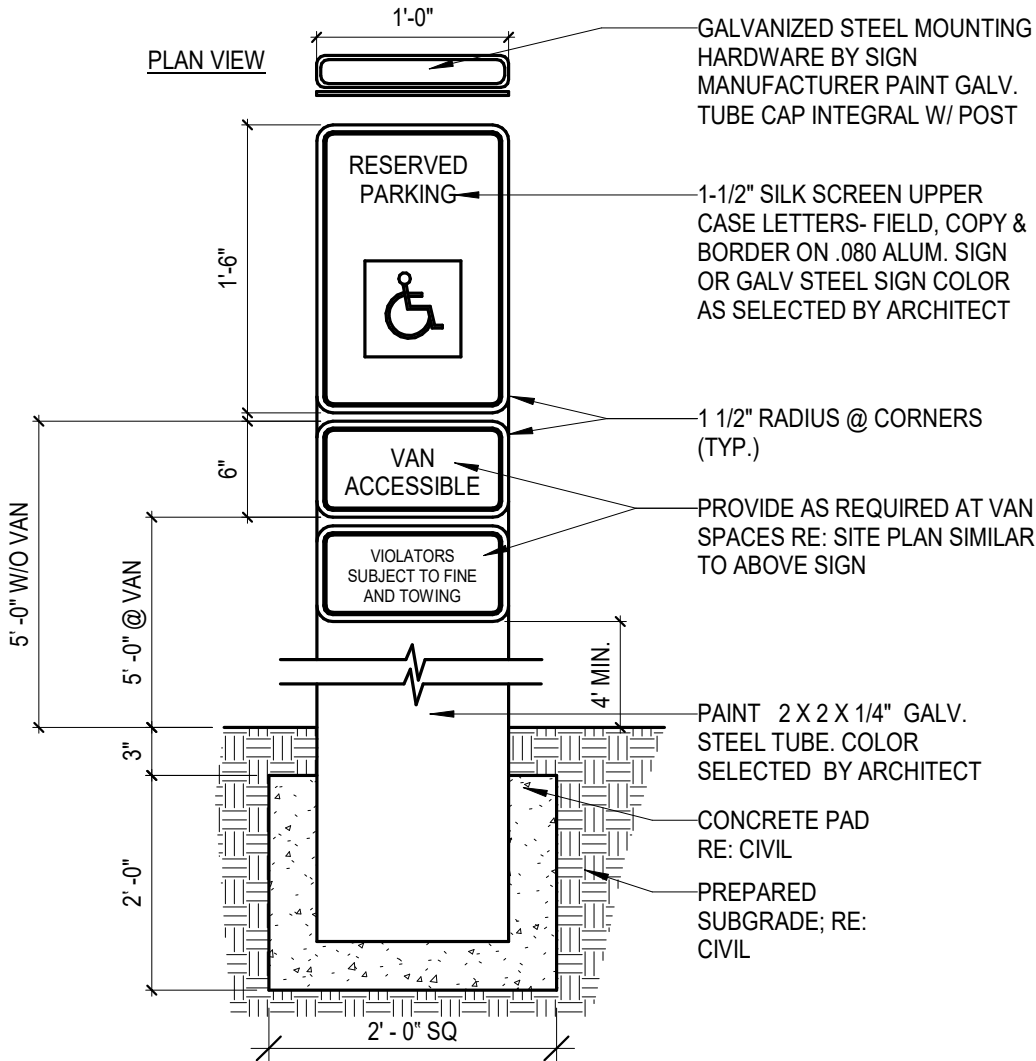
C101

2 TRASH ENCLOSURE ELEVATION. TYP
1/8" = 1'-0"

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
5,904.46 SF	268'	1,180.892 SF	18,580.17 SF

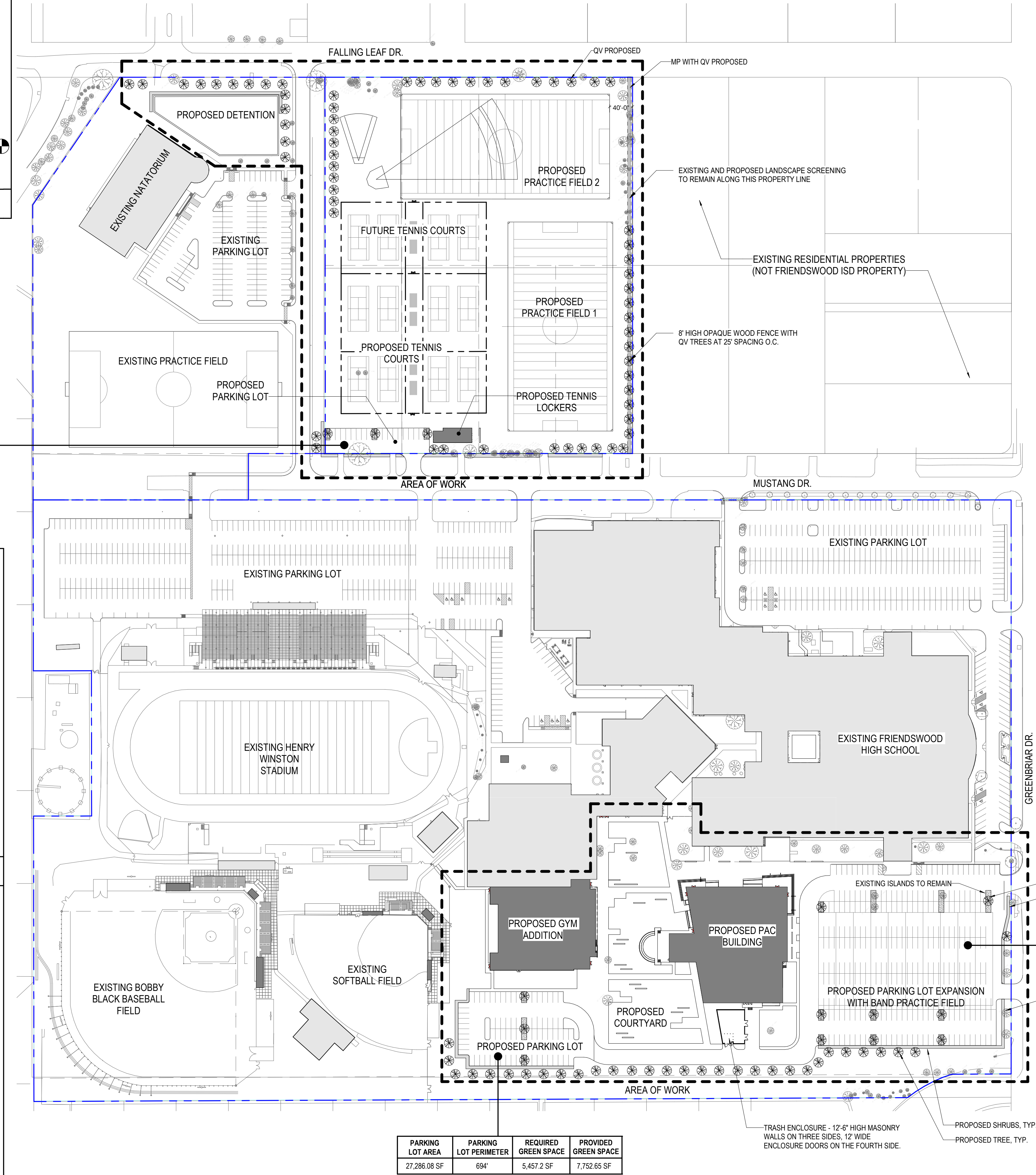
20% GREENSPACE CALCULATED AS REQUIRED BY SUP

10 ACCESSIBLE STRIPING
1" = 1'-0"



05 ACCESSIBLE PARKING SIGN
1" = 1'-0"

04 LANDSCAPE PLAN
1" = 100'-0"



PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
27,286.08 SF	694'	5,457.2 SF	7,752.65 SF

20% GREENSPACE CALCULATED AS REQUIRED BY SUP

LANDSCAPE ANALYSIS FORM AT ROW				
STREET NAME	LINEAR FEET	TREE REQUIRED	TREE PLANTED	NET
FALLING LEAF DRIVE	883 FT	30	35	5
MUSTANG DRIVE	529 FT	18	32	14
GREENBRIAR DR	387 FT	13	7	-6
TOTAL		61	71	13

1 TREE PER 30 LINEAR FEET PER SUP

LEGEND

TREES TO REMAIN

PROPOSED QV TREE - TOTAL 94. RE: SHEET LP102 FOR EXISTING TREES TO BE DEMOLISHED

PROPOSED MP SHRUBS - TOTAL 870 LINEAR FEET

Trees Demolished	Trees Provided
94	94

*12" OR GREATER

PLANT SCHEDULE							
TREES							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
QV	Quercus Virginiana	Live Oak	65 Gal.	3'-4"	12'-14'	5'-6'	
SHRUBS							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
MP	Myrica Pusilla	Dwarf Wax Myrtle	5 Gal.	2' min.	16"	24" OC	
GRASSES							
SYM.	Botanical Name	Common Name	Units	Cal.	Height	Spread	Remarks
MS	Miscanthus Sinensis	Little Kitten Grass	1 Gal.	16"	12"	18" OC	

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE
107,243.76 SF	1,265'	21,448.75 SF	29,820.89 SF

20% GREENSPACE CALCULATED AS REQUIRED BY SUP

ARCHITECT

PBK Architects, Inc.

HOUSTON

11 Greenway Plaza, 22nd Floor

Houston, TX 77046

713-965-0608 P

713-961-4571 F

TX Firm: BR 1608

CIVIL

713-965-0608

MEET

LEAF ENGINEERS

713-960-3300

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr

Friendswood, TX 77546

50% CD REVIEW

ARCHITECT

REGISTERED ARCHITECT

GREGORY A. PRINE

27195

8/31/21

CLIENT

FRIENDSWOOD ISD

DATE

8/31/21

PROJECT NUMBER

20381

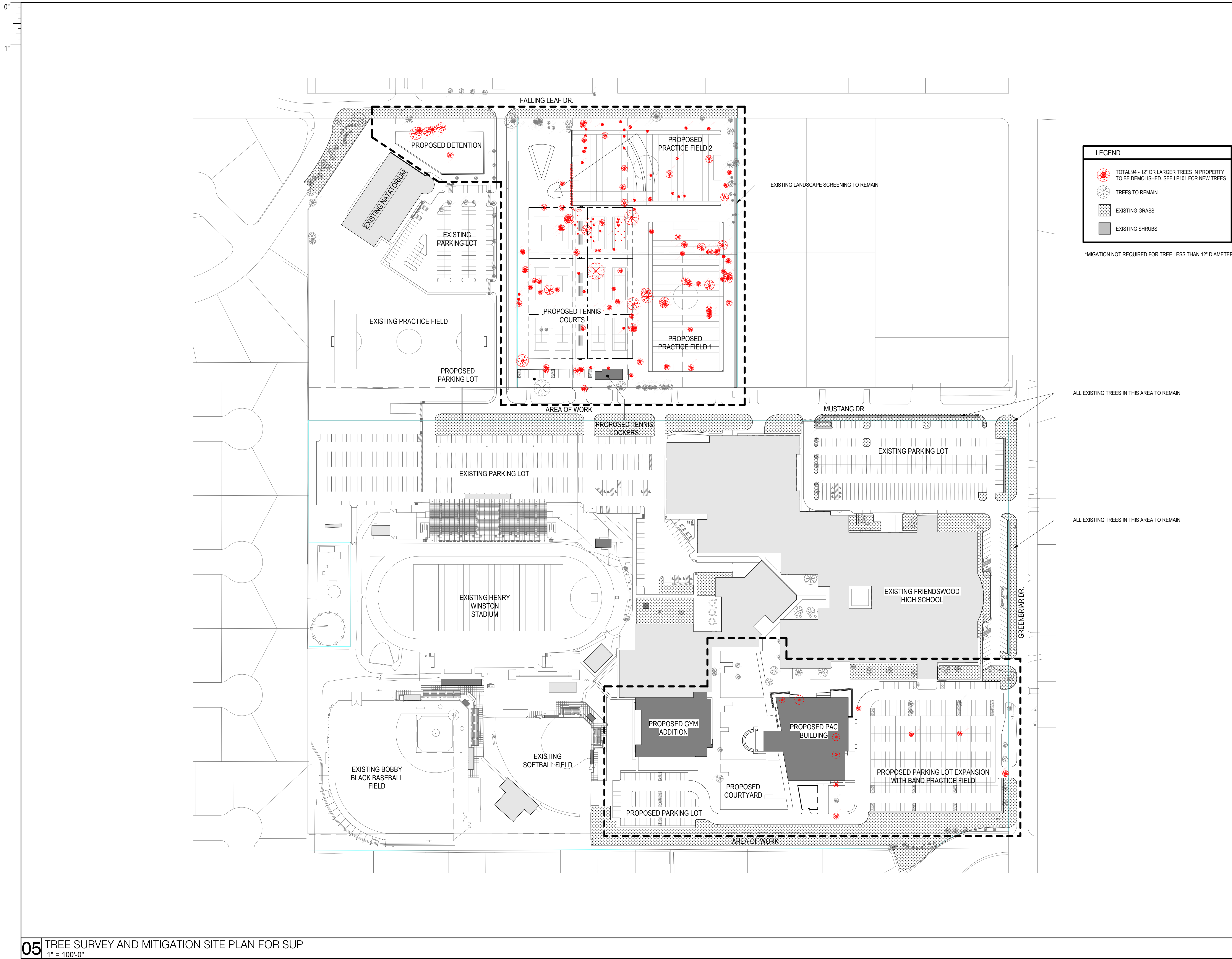
DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

LANDSCAPE PLAN

LP101



ARCHITECT

PBK Architects, Inc.
HOUSTON
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0608 P
713-961-4571 F
TX Firm: BR 1608
CIVIL
001
T 713-965-0608
WEST
LEAF ENGINEERS
T 713-960-3300

FRIENDSWOOD HIGH SCHOOL ADDITIONS AND RENOVATIONS - SPECIFIC USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546
50% CD REVIEW

ARCHITECT

REGISTERED ARCHITECT
GREGORY A. PRINE
27189
8/31/21

CLIENT

FRIENDSWOOD ISD

DATE
8/31/21

PROJECT NUMBER
20381

DRAWING HISTORY

No.	Description	Date

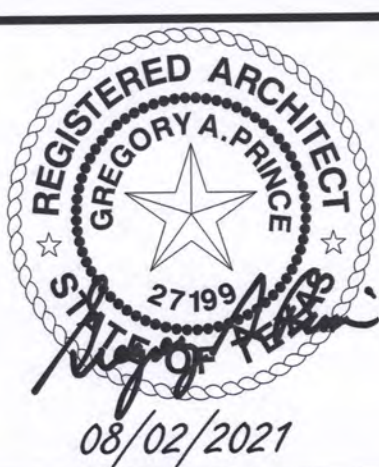
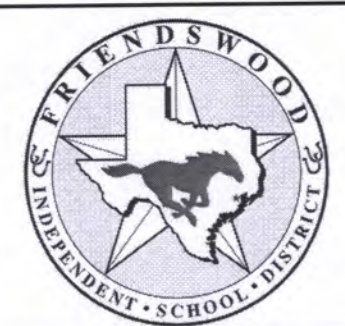
ISSUE FOR SUP REVIEW

EXISTING LANDSCAPE PLAN

LP102

Page 364 of 454

FRIENDSWOOD HIGH SCHOOL -
ADDITIONS AND RENOVATIONS -
SPECIFIC USE PERMIT



CLIENT FRIENDSWOOD ISD		
DATE 8/2/2021	PROJECT NUMBER 20381	
DRAWING HISTORY		
No.	Description	Date
ISSUE FOR SUP REVIEW		
BUILDING NUMBER		

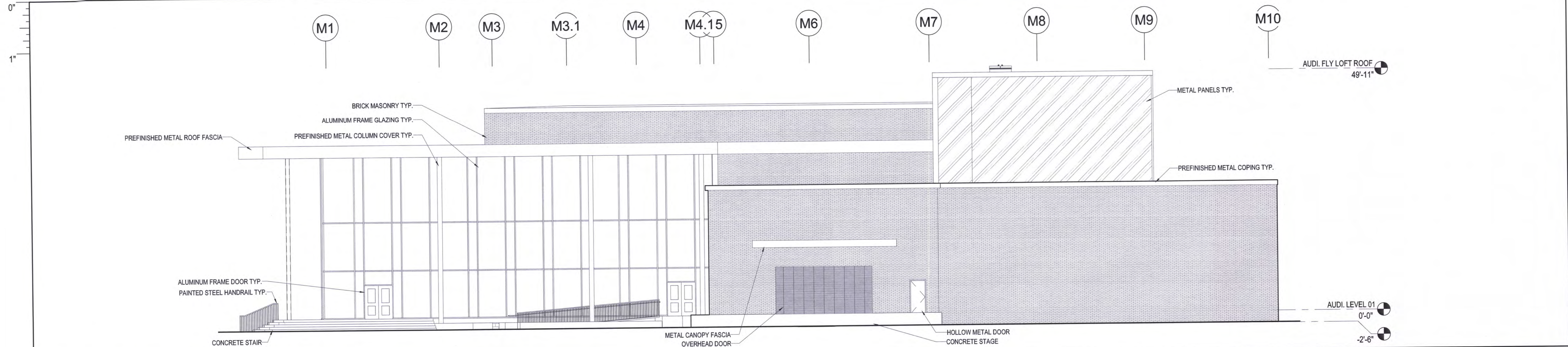
EXTERIOR
ELEVATIONS

ASUP1

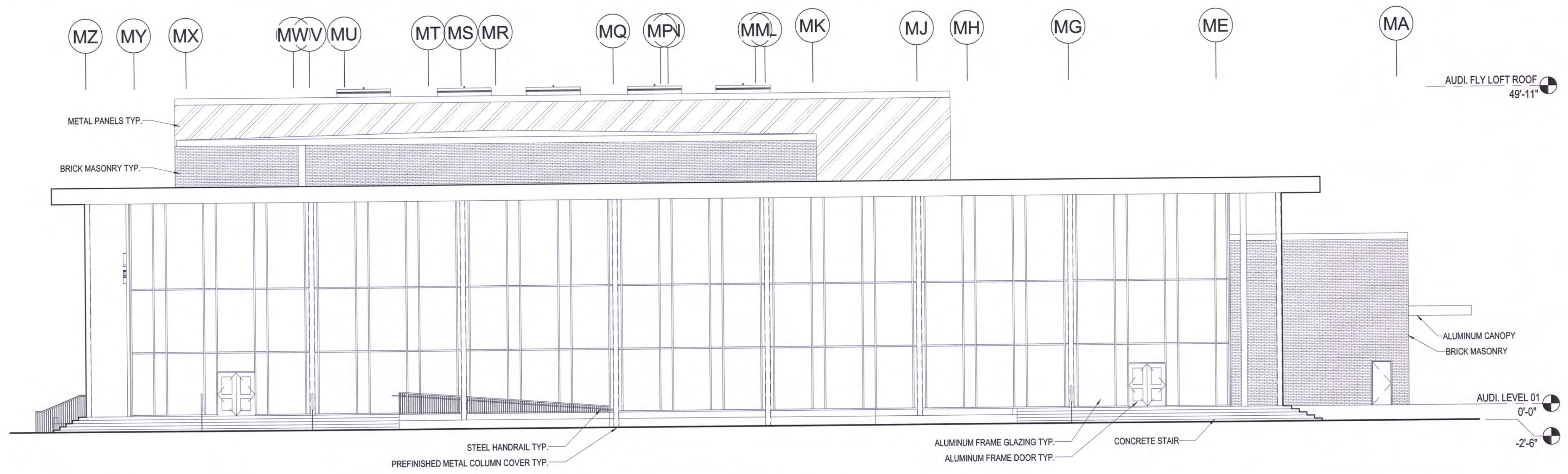
EXTERIOR ELEVATIONS
ASUP1
FOR BLUEBEAM LABELING.OCR:

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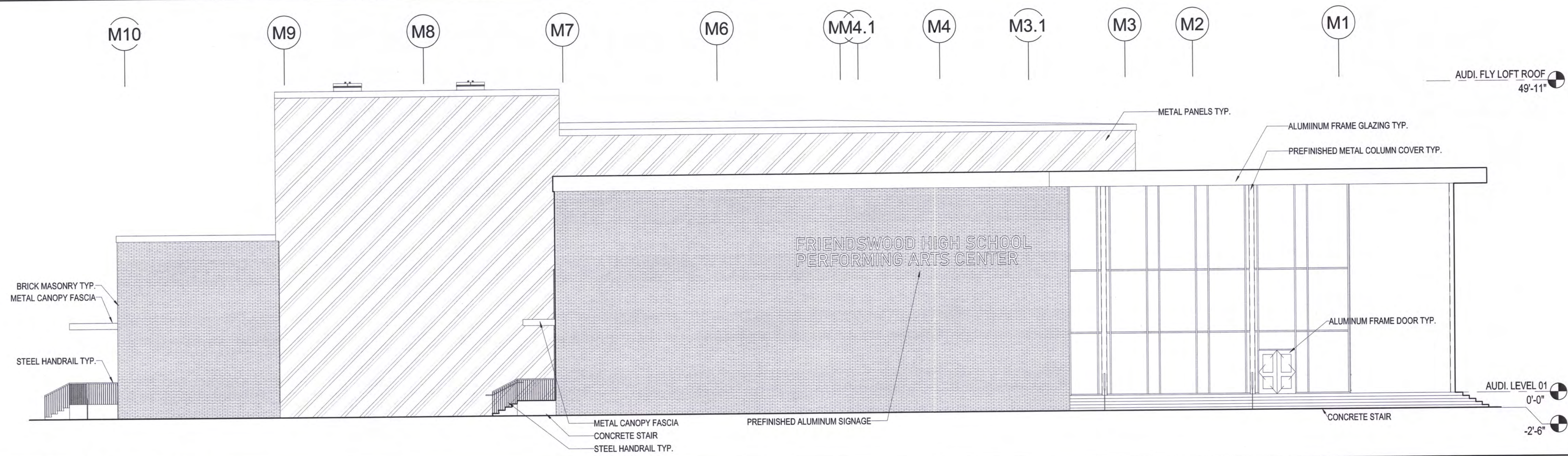
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Author
Plot Stamp:



24 PERFORMING ARTS CENTER EAST ELEVATION
3/32" = 1'-0"



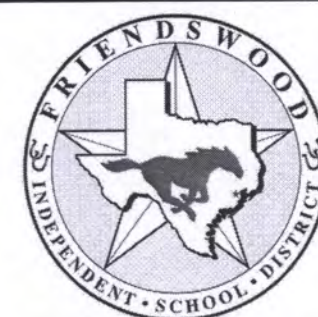
18 PERFORMING ARTS CENTER NORTH ELEVATION
3/32" = 1'-0"



06 PERFORMING ARTS CENTER WEST ELEVATION
3/32" = 1'-0"

702 Greenbriar Dr
Friendswood, TX 77546

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CLIENT		
FRIENDSWOOD ISD		
DATE	PROJECT NUMBER	
8/2/2021	20381	
DRAWING HISTORY		
No.	Description	Date
ISSUE FOR SUP REVIEW		

ASUP2

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Checker
DRAWN BY:
Author
Plot Stamp:

Architectural section drawing of the Audi Fly Loft and Level 01. The drawing shows a cross-section of the building with various materials and structural elements labeled. Key features include the Audi Fly Loft Roof at 49'-11", Audi Level 01 at 0'-0", and a concrete ramp and platform at -2'-6". The drawing also shows a concrete stage, brick masonry, metal panels, aluminum frame glazing, prefinished metal column cover, prefinished aluminum canopy, steel handrail, concrete stair, and overhead door. The drawing is oriented with the building's facade on the left and the interior on the right. The roof is shown with a series of diagonal lines, and the walls are shown with different hatching patterns. The floor is shown with a solid grey pattern. The drawing is a technical architectural section, showing the internal structure and materials of the building. The labels are in all caps and use a sans-serif font. The drawing is a black and white line drawing with hatching for shading. The drawing is a cross-section of the building, showing the internal structure and materials.

Architectural section drawing of a building facade, showing a gymnasium and roof structure. The drawing includes the following labels and details:

- Roof Levels:**
 - GYM ROOF 31'-0"
 - GYM LEVEL 02 13'-4"
- Material and Component Labels:**
 - ALUMINUM FRAME GLAZING TYP.
 - STEEL HANDRAIL TYP.
 - PREFINISHED METAL PANEL TYP.
 - ALUMINUM FRAME DOOR TYP.
 - BRICK MASONRY TYP.
- Structural Elements:**
 - Columns labeled L1L8.1, L8, L7.1L7, L6.1, L6, L5, L4, L3.1, L3, L2, and LXX.
 - Staircase structure.
 - Handrail and metal panel details.

Architectural elevation drawing of the Mustang Gymnasium. The drawing shows a long, low building with a textured facade. A large sign on the facade reads "HOME OF THE MUSTANGS". To the right, there is a glass-enclosed entrance area with a door and a window. The drawing includes grid lines labeled LA through LL at the top and level markers on the right: GYM ROOF 31'-0", GYM LEVEL 02 13'-4", and LEVEL 1 0". Callouts point to various materials: PREFINISHED ALUMINUM CANOPY, HOLLOW METAL FRAME DOOR TYP., PREFINISHED ALUMINUM SIGNAGE, BRICK MASONRY TYP., ALUMINUM FRAME GLAZING TYP., and STEEL HANDRAIL TYP.

XX L2 L3 L3.1 L4 L5 L6 L6.1 L7L7.1 L8 L8.1

EXISTING BUILDING TO REMAIN

ALUMINUM FRAME GLAZING TYP.
ALUMINUM FRAME DOOR TYP.

BRICK MASONRY TYP.

GYM ROOF
31'-0"

GYM LEVEL 02
13'-4"

LEVEL 1
0'-0"

06 GYMNASIUM WEST ELEVATION
3/32" = 1'-0"

**FRIENDSWOOD HIGH SCHOOL
ADDITIONS AND RENOVATIONS -
SPECIFIC USE PERMIT**



702 Greenbriar Dr
Friendswood, TX 77546

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EXTERIOR ELEVATIONS

ASUP3

EXTERIOR ELEVATIONS
ASUP3
FOR BLUEBEAM LABELING/OCR

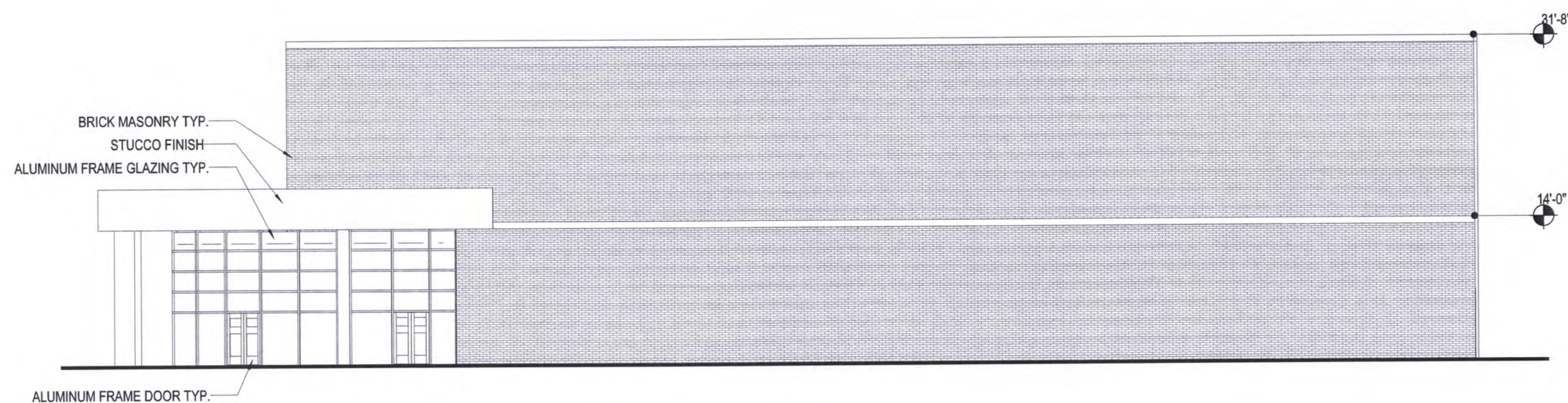
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Author
Plot Stamp:

EXTERIOR ELEVATIONS



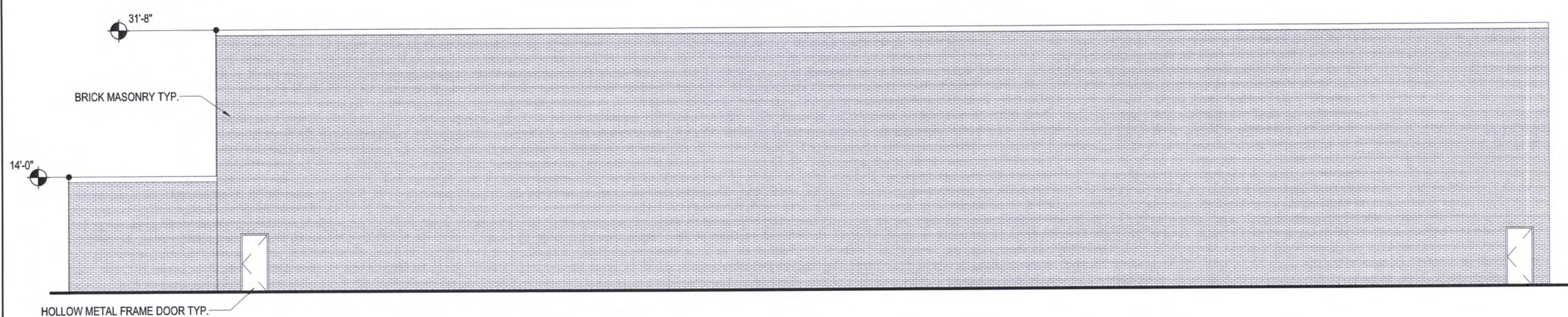
24 NATATORIUM EAST ELEVATION (EXISTING)
3/32" = 1'-0"



18 NATATORIUM NORTH ELEVATION (EXISTING)
3/32" = 1'-0"

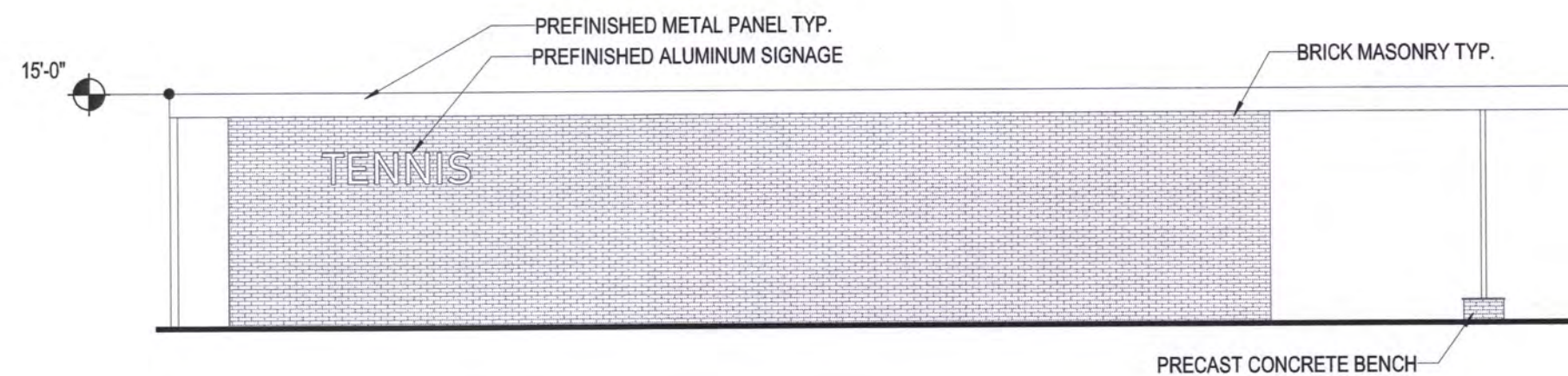


12 NATATORIUM SOUTH ELEVATION (EXISTING)
3/32" = 1'-0"

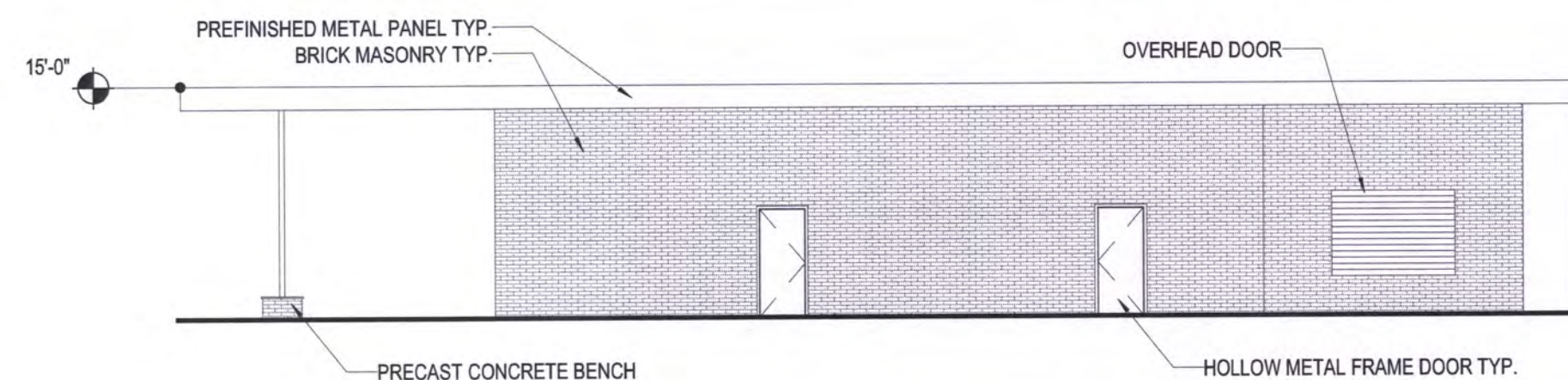


06 NATATORIUM WEST ELEVATION (EXISTING)
3/32" = 1'-0"

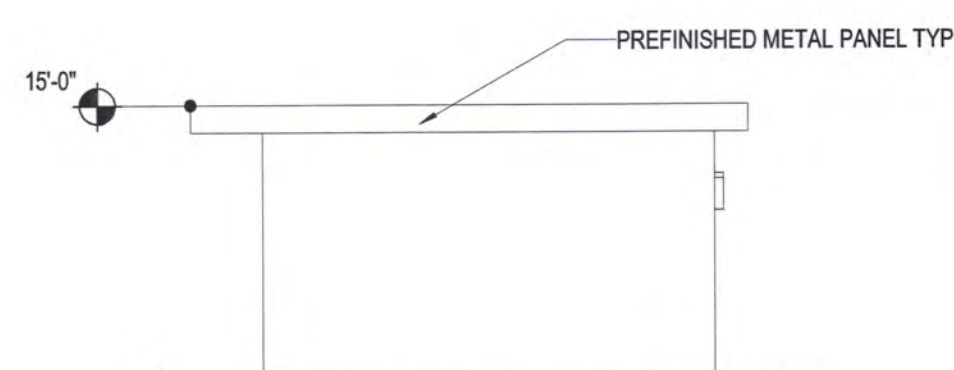
14	TENNIS LOCKER ROOM SOUTH ELEVATION 3/32" = 1'-0"
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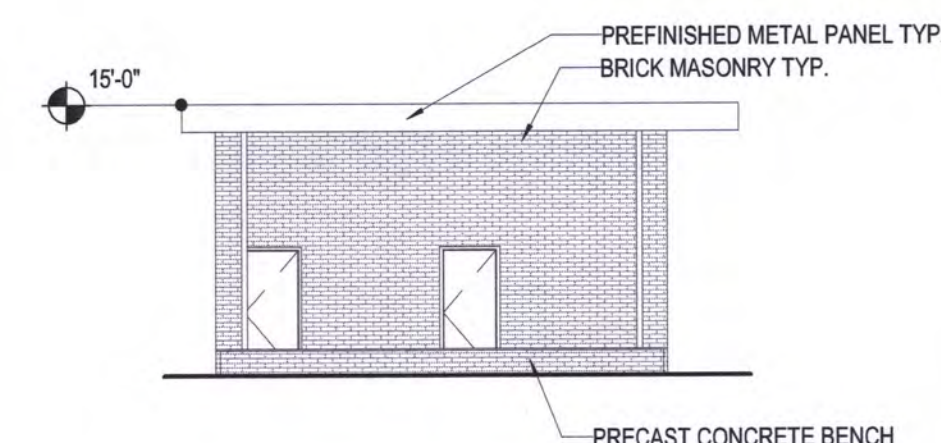
14	TENNIS LOCKER ROOM SOUTH ELEVATION 3/32" = 1'-0"
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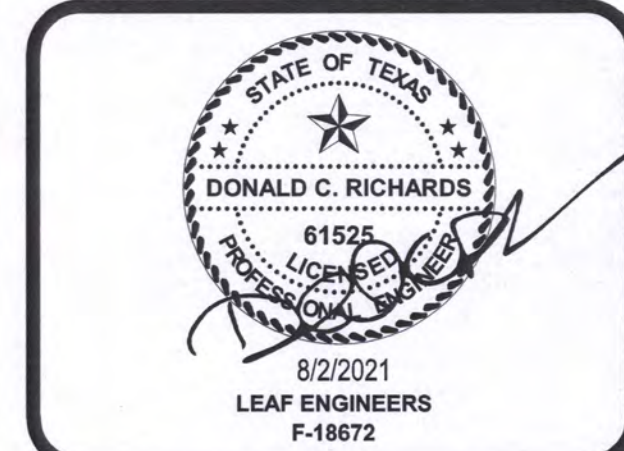
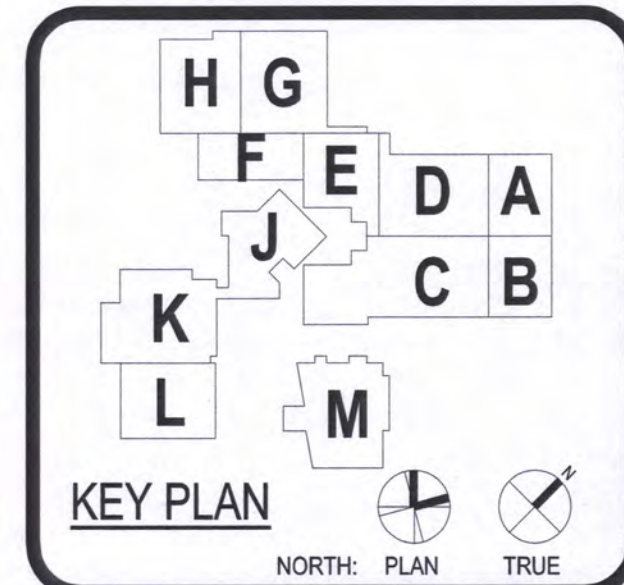
08 TENNIS LOCKER ROOM NORTH ELEVATION
3/32" = 1'-0"



02 TENNIS LOCKER ROOM WEST ELEVATION

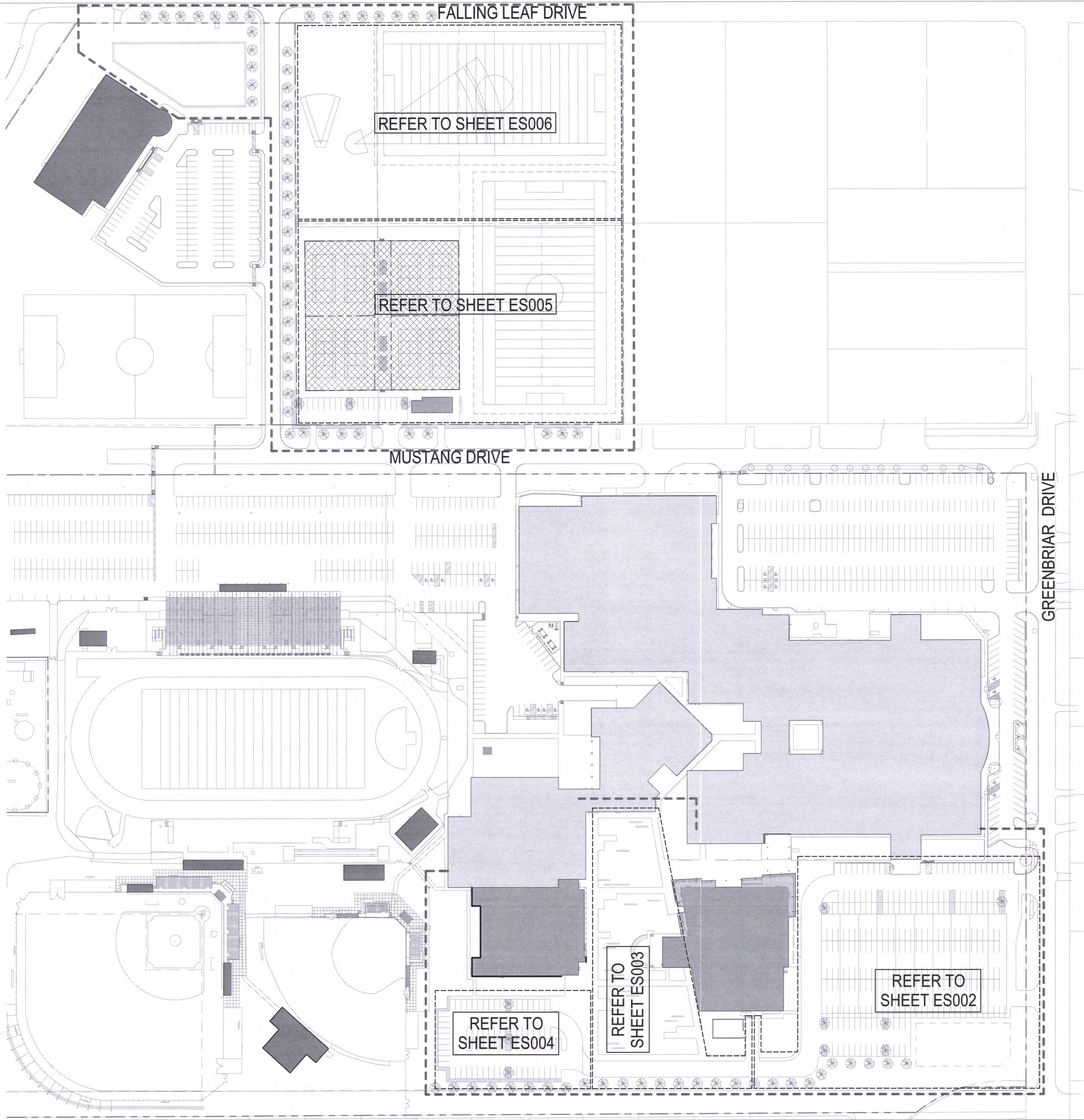


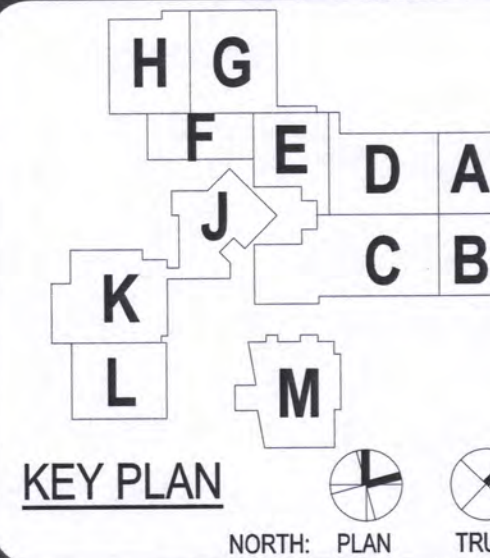
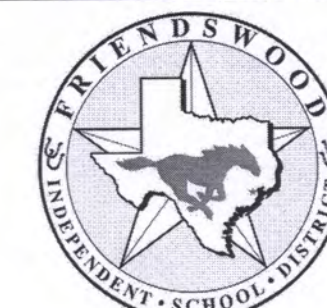
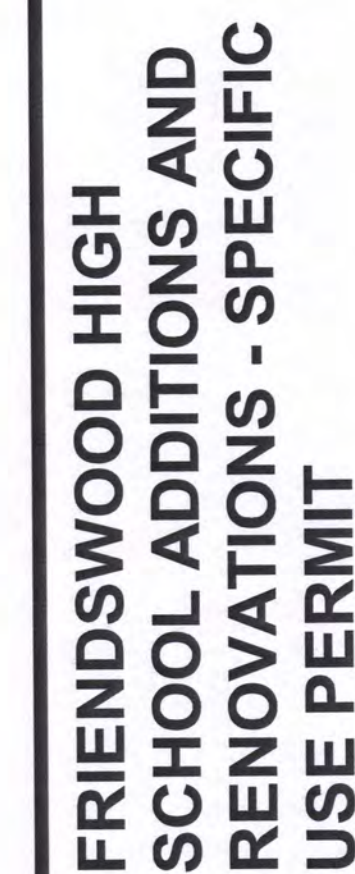
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CLIENT FRIENDSWOOD ISD		
DATE 8/2/2021	PROJECT NUMBER 20381	
DRAWING HISTORY		
No.	Description	Date
ISSUE FOR SUP REVIEW		
BUILDING NUMBER		

PHOTOMETRIC SITE
PLAN - COMPOSITE -
SPECIFIC USE PERMIT



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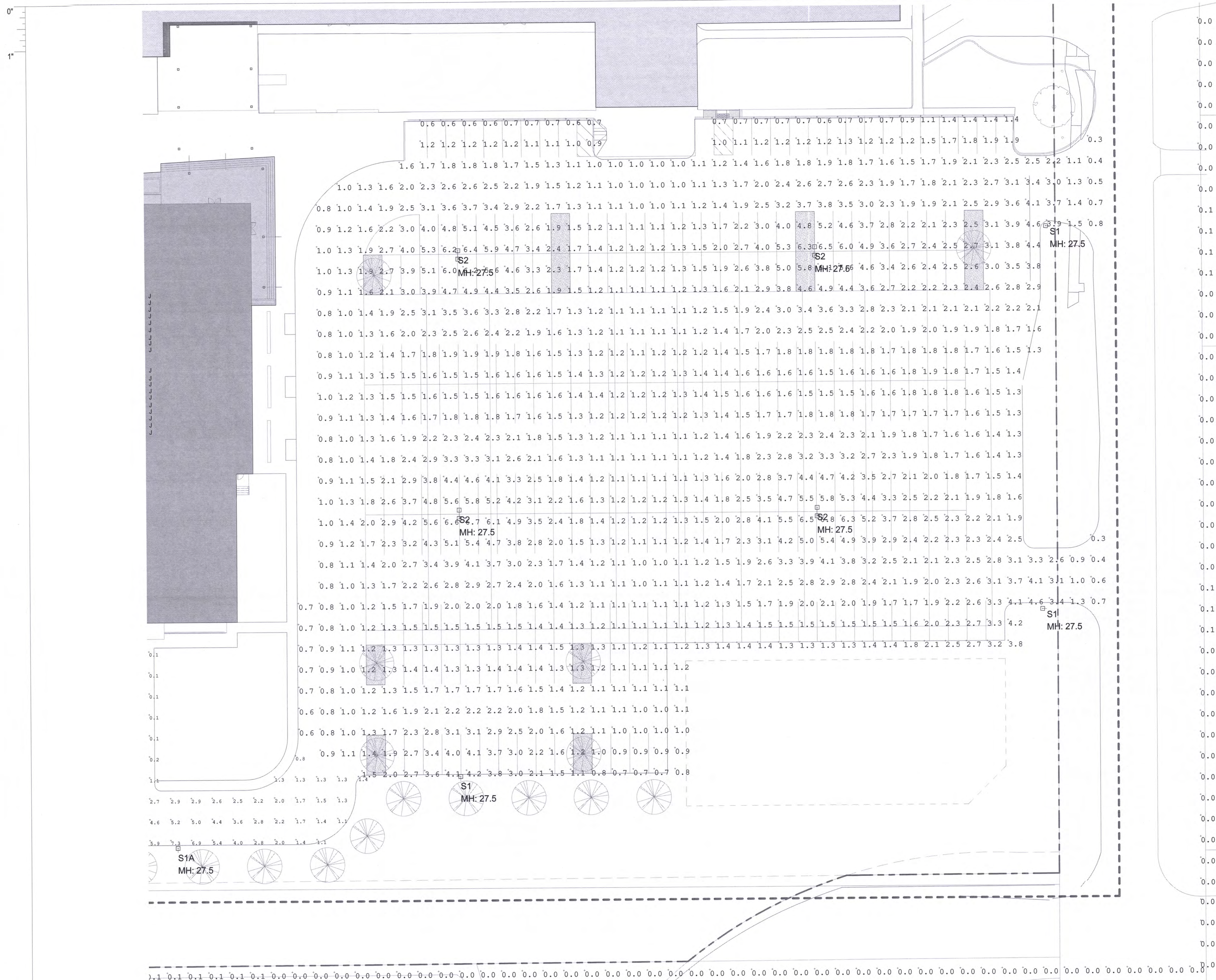
ISSUE FOR SUP REVIEW

BUILDING NUMBER

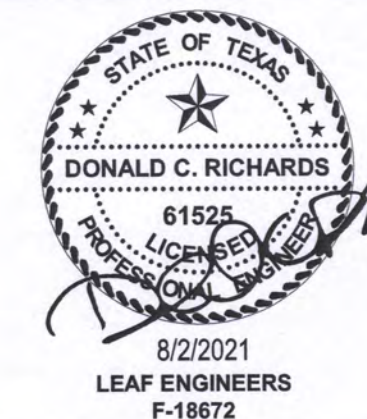
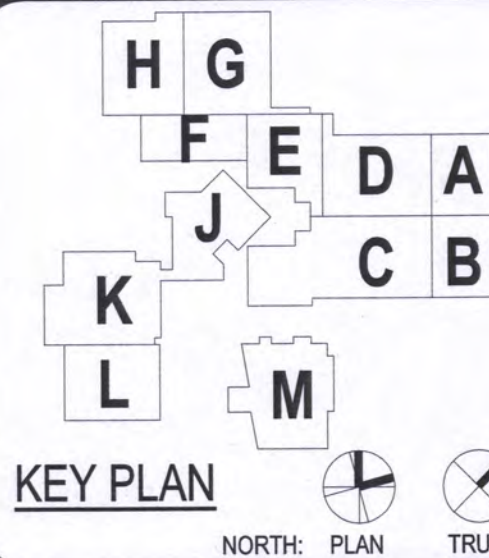
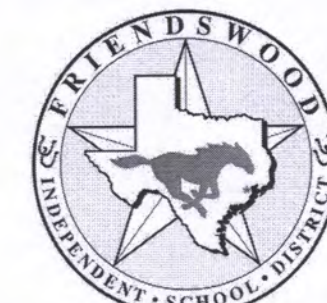
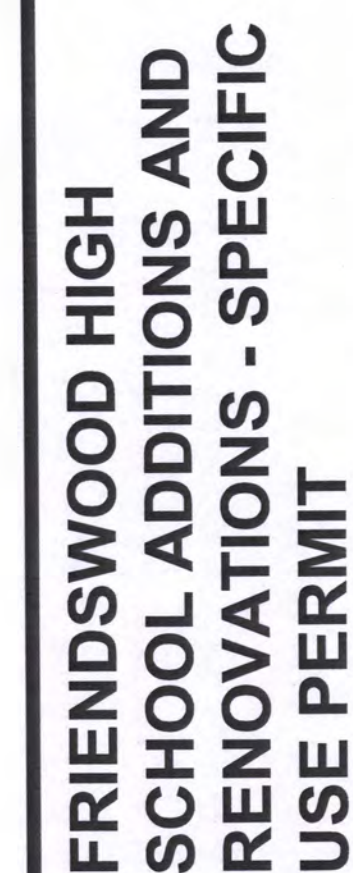
**PHOTOMETRIC SITE
PLAN - BUILDING
PARKING - SPECIFIC
USE PERMIT**

Page 369 of 454

CHECKED BY:
Checker
DRAWN BY:
Author
Plot Stamp:



1 PHOTOMETRIC SITE PLAN - BUILDING PARKING - SPECIFIC USE PERMIT
3/64" = 1'-0"

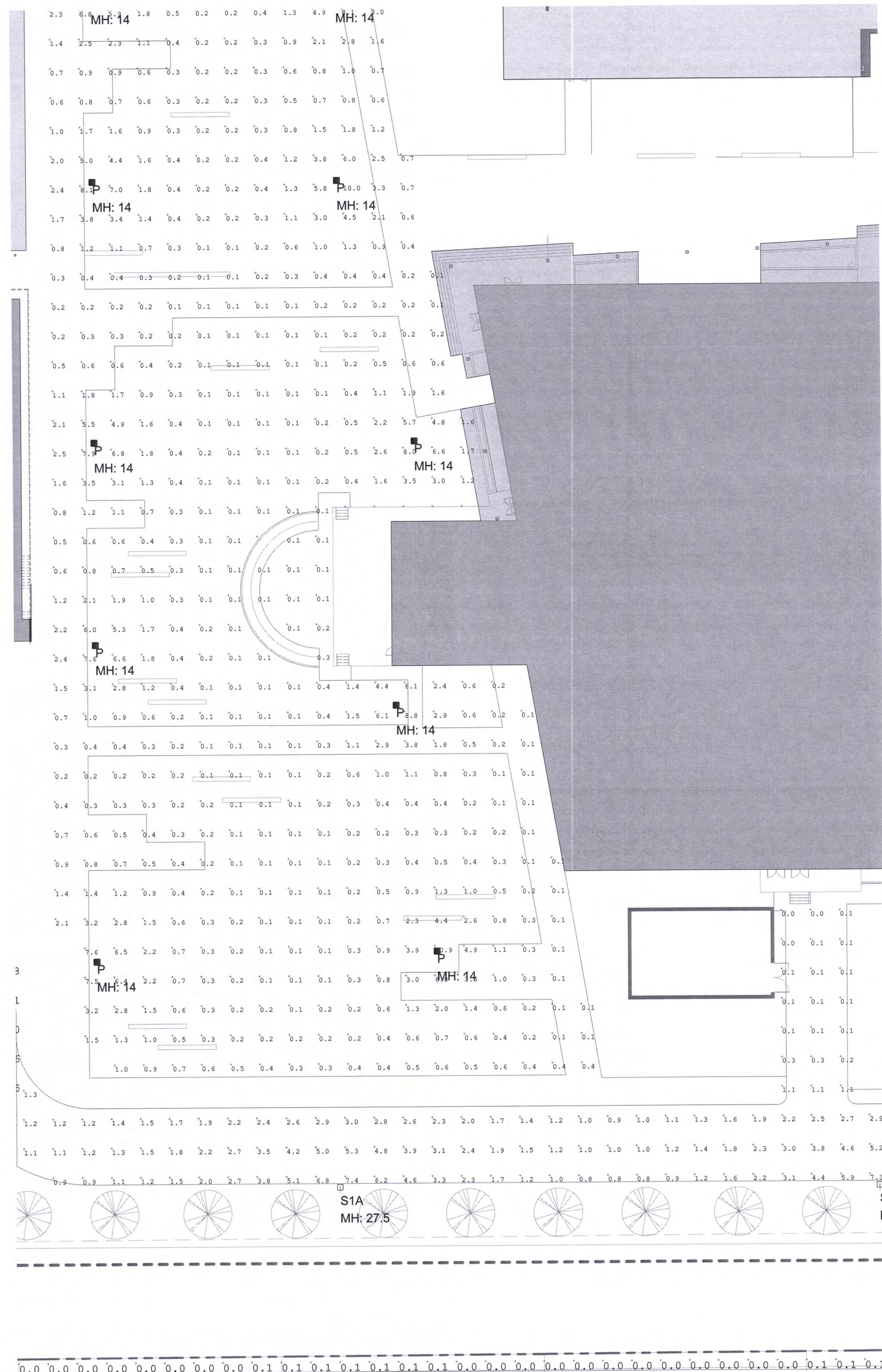
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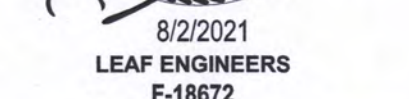
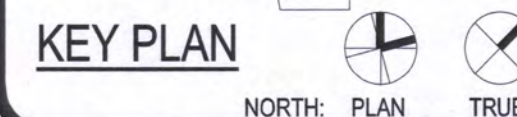
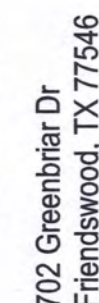
ISSUE FOR SUP REVIEW

BUILDING NUMBER

**PHOTOMETRIC SITE
PLAN - GREEN SPACE
- SPECIFIC USE
PERMIT**

ES003





ISSUE FOR SUP REVIEW
BUILDING NUMBER

ES004

1

$$3/64" = 1'-0"$$



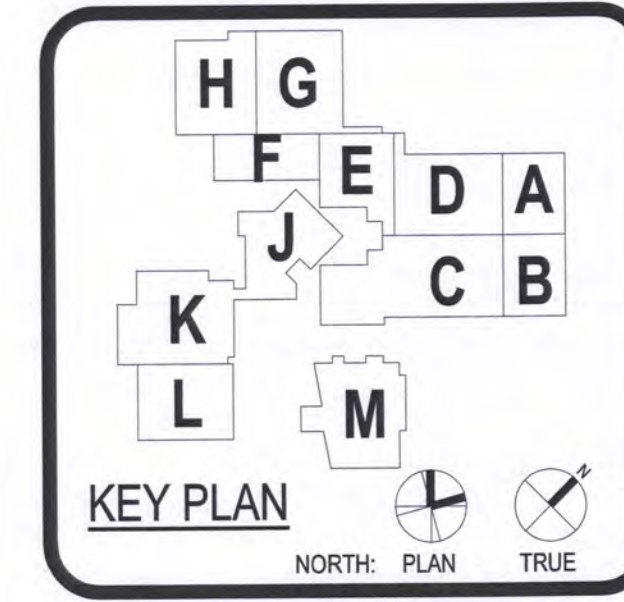
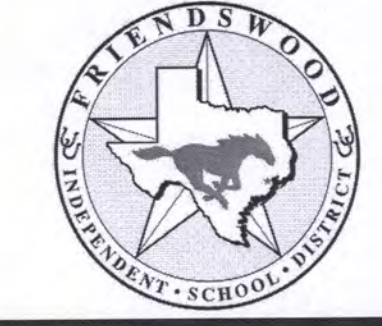
ARCHITECT
HOUSTON
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0808 P
713-961-4571 F
TX Firm: BR 1608
PBK.com

ENGINEER
713-965-0808
713-961-4571
TX Firm: BR 1608
LEAF ENGINEERS
A PBK COMPANY



**FRIENDSWOOD HIGH
SCHOOL ADDITIONS AND
RENOVATIONS - SPECIFIC
USE PERMIT**

702 Greenbriar Dr
Friendswood, TX 77546
ISSUE FOR SUP REVIEW

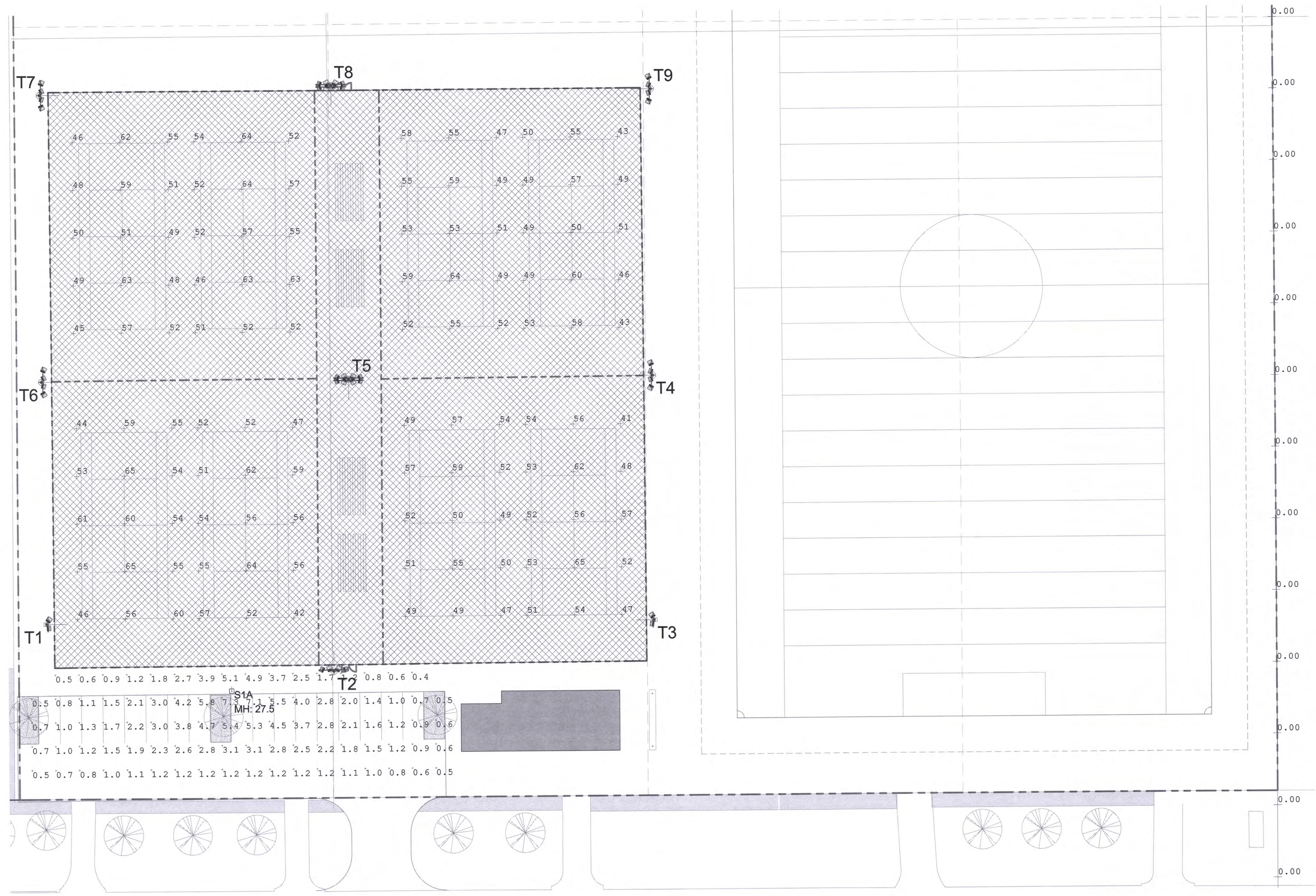


CLIENT		
FRIENDSWOOD ISD		
DATE	PROJECT NUMBER	
8/2/2021	20381	
DRAWING HISTORY		
No.	Description	Date

ISSUE FOR SUP REVIEW
BUILDING NUMBER

**PHOTOMETRIC SITE
PLAN - TENNIS
COURT - SPECIFIC
USE PERMIT**

ES005

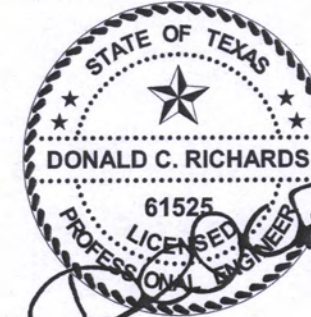
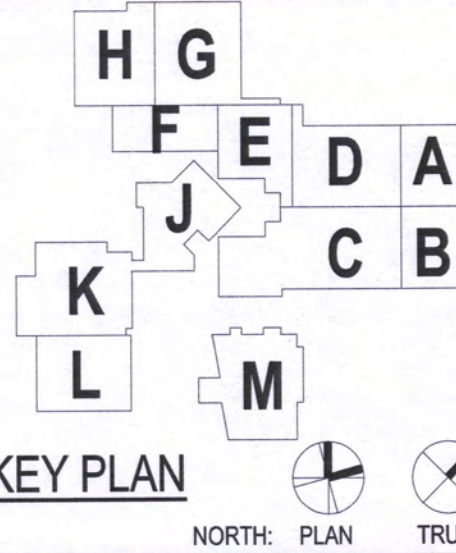
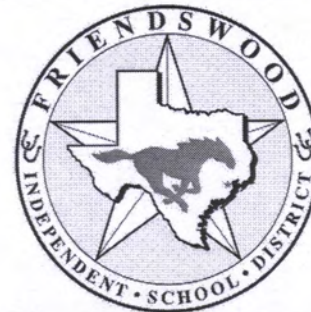




FRIENDSWOOD HIGH
SCHOOL ADDITIONS AND
RENOVATIONS - SPECIFIC
USE PERMIT

702 Greenbriar Dr
Friendswood, TX 77546

ISSUE FOR SUP REVIEW

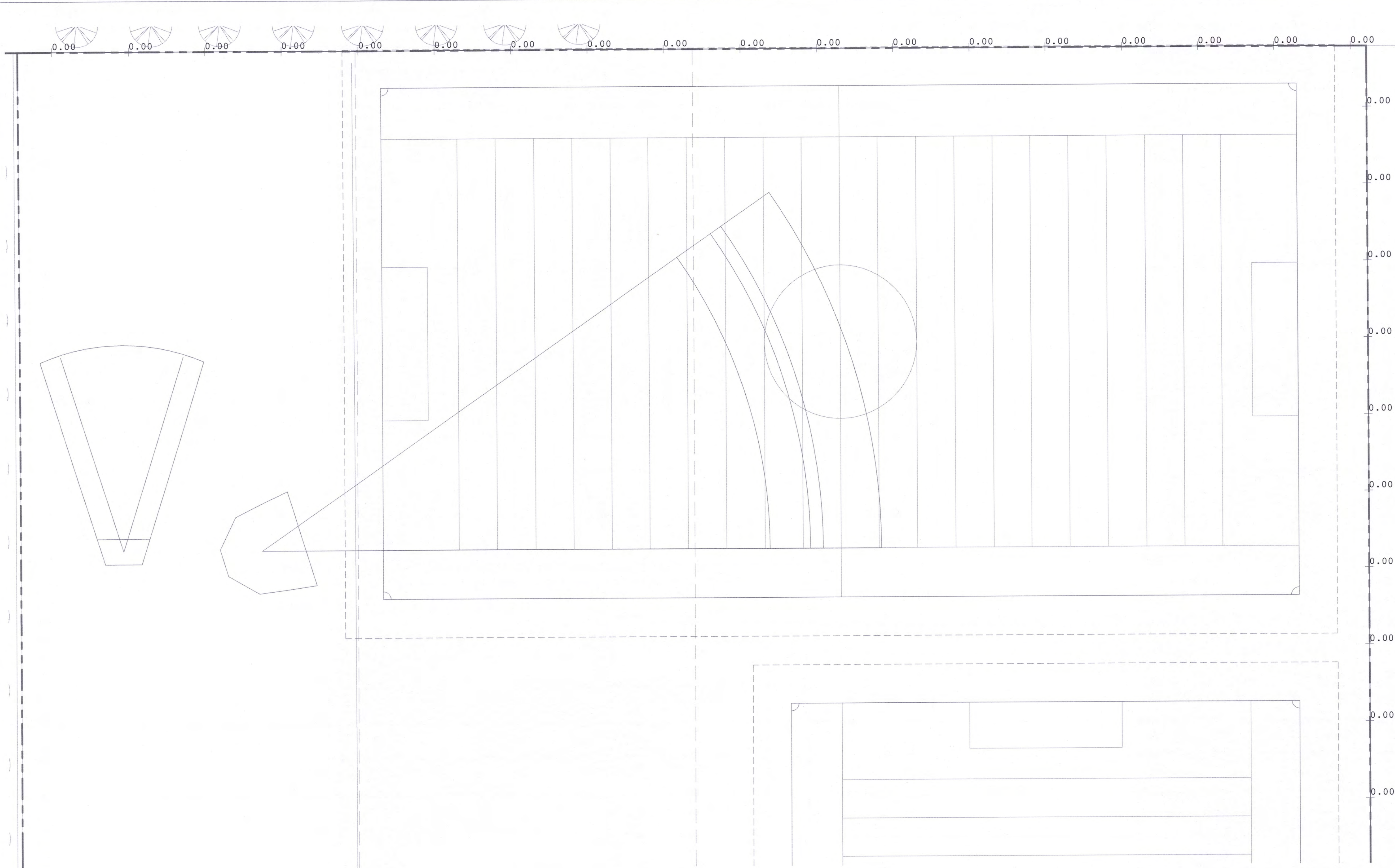


8/2/2021
LEAF ENGINEERS
F-18672

CLIENT		
FRIENDSWOOD ISD		
DATE	PROJECT NUMBER	
8/2/2021	20381	
DRAWING HISTORY		
No.	Description	Date
ISSUE FOR SUP REVIEW		
BUILDING NUMBER		

PHOTOMETRIC SITE
PLAN - PRATICE
FIELD - SPECIFIC USE
PERMIT

ES006



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: September 13, 2021

Date submitted: 07/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for first reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2. Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

These proposed changes are the result of discussions with the property owner and engineer of record for the formerly proposed Panhandle PUD. The owner agreed to withdraw the PUD zone change application and these are the ordinance amendments that will make his development feasible, but also still be beneficial to other developments within the Industrial (I) zoning district and along FM 2351.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Relaxing and amending some of the development regulations as they pertain to Industrial (I) zoning district and common developments will make many developments more feasible.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance change. Overall, these changes are intended to enhance development in Friendswood's panhandle area while maintaining existing protections for adjacent landowners. See attached recommendation memo for full recommendation.

ATTACHMENTS

1. Ord 2021-XX Industrial Ordinance Amendments 08-27-2021

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, ZONING ORDINANCE SECTION 7.P.6. PERMITTED USE TABLE TO ALLOW NAICS USE #524 INSURANCE CARRIERS AND RELATED ACTIVITIES, #541 PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES, #551 MANAGEMENT OF COMPANIES AND ENTERPRISES, AND #561 ADMINISTRATIVE AND SUPPORT SERVICES AS "PERMITTED" IN THE INDUSTRIAL (I) ZONING DISTRICT; AMEND SECTION 8.I.2.PERIMETER LANDSCAPING AND SCREENING TO ALLOW THE COMMISSION TO CONSIDER ALTERNATE SCREENING PLANS FOR USES INTERIOR TO A COMMON DEVELOPMENT; SECTION 8.J.C. LIGHTING AND GLARE TO INCREASE THE FOOT-CANDLES ALLOWED INTERIOR TO COMMON DEVELOPMENTS; SECTION 7.5 COMMUNITY OVERLAY DISTRICT (COD) BOUNDARY TO REDUCE THE COD BOUNDARY ON FM 2351 FROM 300 FEET TO 150 FEET FROM BEAMER ROAD TO CLEAR CREEK; AND SECTION 20. DEFINITIONS TO ADD A DEFINITION OF COMMON DEVELOPMENT.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, (“Zoning”) relating to land use and other circumstances; and

WHEREAS, City Council finds it necessary to amend various zoning regulations to promote the development of industrial properties located on FM 2351 near Beamer Road; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; 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; and

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

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

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning,” “Section 7.P.6. Permitted Use Table” to allow NAICS uses #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district is hereby amended as indicated below:

6. Permitted Use Table

	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR-GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
52	<i>Finance and Insurance</i>															
524	Insurance carriers and related activities							P	P		P	P		P	<u>P</u>	P
54	<i>Professional, Scientific and Technical Services</i>															
541	Professional, scientific and technical services							P	P		P	P		P	<u>P</u>	P
55	<i>Management of Companies and Enterprises</i>															
551	Management of companies and enterprises							P	P		P	P		P	<u>P</u>	P
56	<i>Administration/Support Waste Management/Remediation Services</i>															
561	Administrative and support services							P	P		O	P		P	<u>P</u>	P

Section 3. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning,” “Section 8.I.2. Perimeter Landscaping and Screening” to allow the Commission to consider

alternate screening plans for uses interior to a common development is hereby amended as indicated below:

2. *Perimeter landscaping and screening.*

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.

(4) The commission may consider alternate screening plans for uses interior to a common development.

Section 4. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning,” “Section 8.J.c. Lighting and glare” to increase the foot-candles allowed interior to common developments is hereby amended as indicated below:

c. *Lighting and glare.*

(i) *Prohibited.* It shall be unlawful for any person to cause or permit to be energized on property under his possession or control any lighting, including, but not limited to, spotlights, floodlights or similar illuminating devices which project a glare or brightness, in excess of the standards described below, directly or indirectly upon any lot, tract, or parcel of land, other than that upon which such lighting is situated, which shall annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others, within the limits of the city.

(ii) *Permitted.* 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 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) *Shielding required.* All exterior light sources visible to pedestrian or vehicular off-premises traffic are required to be shielded, except as provided below, so that the light source is not visible to said pedestrian or vehicular traffic. Lights elevated on

standards, for example in parking areas, shall be side-shielded on pedestrian or off-premises vehicular travel sides. Lighting mounted on low standards (such as bollard lights) is the preferred method for illuminating smaller parking areas and walkways.

(iv) *Exceptions.*

(1) Unshielded lighting facing pedestrian or off-premises vehicular sides of the property shall be permitted, provided the light source is not in excess of 1,700 lumens.

(2) Historical-style or architectural lighting visible to pedestrian or vehicular off-premises traffic shall be permitted, provided that the fixture or fixtures does not cause or permit any illumination in, on, or over the ground at or beyond the boundary of the lot, parcel, or tract above the following levels:

a. One footcandle where the adjacent development is zoned for nonresidential uses.

b. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.

(3) Common developments. The maximum footcandle allowed at an interior lot line shall not exceed five footcandles. Each phase of development must comply with lighting requirements applicable to exterior lot lines.

(v) *Compliance required.* This appendix shall apply for all new facilities upon adoption and publication as required by law. All existing facilities with lighting in place on the date of adoption shall comply with the requirements herein within 24 months after the effective date of the ordinance from which this appendix is derived by installing shielding, redirecting lights, or other steps necessary for compliance. The commission may grant a one-time extension of up to an additional 24 months if the property owner or agent can demonstrate hardship, including undue expense related to the time requirement for facilities replacement. Further, existing publicly owned facilities shall be required to comply with the requirements herein at such time as the facilities undergo renovation to the exterior or where overall renovation exceed 50 percent of the costs of construction of the existing facilities. Welding, new construction and repairs of facilities shall be exempt from these regulations, provided, however, that no requirements will be imposed in derogation of federal or state safety and health regulations.

Section 5. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning,” “Section 7.5 Community Overlay District” to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek is hereby amended as indicated below:

2. *Boundaries.* The boundary of the COD shall be parallel to the thoroughfare right-of-way to include nonresidential properties within 300 feet from the right-of-way. If any portion of such property is within 300 feet, the entire tract is subject to the COD requirements.

a. Exception: The COD boundary shall be limited to a depth of 150 feet abutting FM 2351 from Beamer Road to Clear Creek.

Section 6. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning,” “Section 20. Definitions” to add a definition of “common development” is hereby amended as indicated below:

...

Cluster housing development means a residential development containing attached or detached units on a limited portion of land with the remaining land areas consolidated into common open space areas.

Common development means two or more business establishments developed under a common plan which may utilize shared driveways and onsite parking facilities, including, but not limited to, shopping centers, office complexes, business parks, and industrial parks.

Comprehensive plan means graphic and textual form policies which govern the future development of the city and which consist of various components governing specific geographic areas and functions and services of the city.

...

Section 7. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. 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.

Section 8. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 9. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts. .

Section 10. That the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/07/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed ordinance for second and final reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In light of some commercial property owners removing significant oak trees during the development of their tracts and many concerns expressed by residents, the Planning Subcommittee of the Planning & Zoning Commission and the full Planning and Zoning Commission reviewed the Tree Preservation Ordinance and identified some areas where we could increase mitigation requirements, such as the size of trees that are used for mitigation and the mitigation fees, if that option is chosen. The oak trees that make up the tree canopy in Friendswood are an important asset of the City. The purpose of the proposed amendments is to encourage developers and property owners to preserve the existing trees.

Proposed changes to the ordinance include the following:

Provides detailed requirements for any required tree surveys
Requires mitigation for removed trees based on their size (caliper inches of the trunk)
Requires mitigation for class 1 or class 2 trees (predominantly those that thrive locally) that are removed
Creates three (3) size categories for tree mitigation (replacement trees for those removed)
Allows offsite replacement trees to be planted on private or commercial property with landowner approval
Offers credit for the removal of invasive tree species (Class 4)
Allows the Commission to approve alternate landscape plans
Includes a flat rate fee for payment into the "tree fund" (instead of calculating it each time)

Prohibiting the removal of trees is not allowed by State law, but we can adopt regulations that provide for replacement of the trees or payment in lieu of replacing trees. The Subcommittee and the Commission reviewed the tree preservation and mitigation ordinances for Pearland and League City and found that their requirements were much more stringent. The proposed amendments were adapted from the ordinances of those two cities.

The Qualified Tree List divides trees into four classes. Class 1 and 2 trees are considered the most valuable in enhancing the environment and are most likely to prosper in Friendswood and include trees such as oaks, cypress and elms. Class 3 trees may require a little more maintenance and care and might not thrive as well in Friendswood, including the American Holly, Common Pear, and Japanese Yew. Class 4 trees are exclusively introduced species, also known as invasive species. This class includes Chinese Tallow, Chinaberry, and Silver Maples trees. The full Qualified Tree List is located in the Design Criteria Manual.

The Commission believes that the proposed ordinance is a good balance between the rights of property owners, the needs of developers and the desires of the citizens and therefore recommends that City Council approve the proposed ordinance amendment.

As a result of the comments received from City Council during the September 9 meeting to increase the mitigation requirements to be similar to Pearland, Table XX. Caliper Inch Replacement of a Protected Tree was amended to increase the on-site and off-site mitigation requirements, but not quite to the same percentages of replacement as Pearland. The other change includes a per caliper inch tree mitigation fee of \$400, rather than the previous \$250, which would allow us to collect the same amount of tree mitigation funds as Pearland. There is concern about requiring 200% to 400% on-site mitigation on a developed lot (Pearland's current requirement). Existing trees are removed to make room for buildings, parking, landscaping, etc. Replacing 200% to 400% of the previous trees that existed on the site when it was undeveloped would be very difficult, if not impossible.

Tree mitigation starts with option one of keeping existing trees. If existing trees cannot be kept, then on-site mitigation is the next option. Off-site mitigation or payment of the fee in lieu of keeping existing trees or replacing them on-site, would be options three and four. Once received, the tree mitigation funds can only be used to plant and maintain trees.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Amending the tree mitigation requirements is intended to preserve more of the existing trees in Friendswood.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 12, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Clark was absent) on a motion to approve the proposed ordinance changes that encourage the protection of Friendswood's trees while recognizing the rights of property owners to develop their property.

See attached P&Z Recommendation Memo for the full report.

ATTACHMENTS

1. Ord 2021-29 Tree Preservation Ordinance Amendments 09-23-2021
2. Tree Mitigation Memo

ORDINANCE NO. 2021-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, AMENDING APPENDIX C,
“ZONING,” “SECTION 8.I.F. PRESERVING TREES;
HISTORICAL SIGNIFICANCE” TO AMEND THE TREE
MITIGATION REQUIREMENTS.**

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, (“Zoning”) relating to land use and other circumstances; and

WHEREAS, City Council finds it necessary to increase the tree mitigation requirements to promote preservation of existing trees; and

WHEREAS, City Council finds it necessary to establish a fee for payment in lieu of planting replacement trees; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; 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; and

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS:**

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

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 8.I.f. Preserving Trees; Historical Significance” is hereby amended as indicated below.

Section 8. - Supplementary district regulations.

I. *Landscaping and screening requirements.*

2. *Perimeter landscaping and screening.*

f. Preserving trees; historical significance.

- (1) Findings. The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settlers members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. **Over the years, the huge oaks have intertwined to create dense tree canopies throughout the city.** The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.
- (2) Purpose. It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.
- (3) Tree survey required.
 - (a) A tree survey ~~showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level,~~ shall be required for:
 - (i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);
 - (ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and
 - (iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development ~~cluster home (PUDC—Cluster Home)~~, or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

(b) The tree survey certified by a licensed surveyor, a certified arborist, or registered landscape architect, that:

(i) Identifies:

- 1. The protected trees sought to be subjected to tree removal at the site, according to location, type and size;**
- 2. Location and total caliper inches of invasive species to be removed, if seeking credit for elimination of invasive species;**
- 3. Areas of construction or other activities to be performed within the critical root zone of a protected tree, including site plans documenting measures to be taken for protection of each impacted critical root zone;**

(ii) Includes tables summarizing the total caliper inches of protected trees to be removed in size categories as follows:

- 1. 12-inch to 24-inch caliper;**
- 2. Greater than 24-inch to 36-inch caliper; and**
- 3. Greater than 36-inch caliper.**

(iii) States the total number of caliper inches to be replaced, calculated using the tree replacement calculation set forth below, and how replacement will be achieved, whether by on-site replacement or off-site replacement, or payment in lieu of replacement; and

(iv) Includes the proposed plan for tree replacement by location, type and size, if applicable.

(bc) If the property contains no trees fitting the description in subsection **(ba)** of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

(ed) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.

(de) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

(4) Site plan to include trees.

(a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal during construction.

Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.

(b) **"Protected" Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I.**

(c) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(d) **The commission may consider alternate landscape plans to promote the protection of existing Class 1 or Class 2 trees.**

(5) Review and acceptance of site plan. Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) Mitigation and incentives.

(a) ~~Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.~~

(b) ~~Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."~~

(a)(e) ~~Mitigation shall be required, on a one-for-one basis, for every tree~~ **Class 1 and Class 2 trees** with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting ~~one Class 1 or Class 2 trees~~ from the qualified tree list **located in the city design criteria manual.**

(b)(d) ~~New trees used for mitigation purposes or for landscaping shall have a caliper of at least three inches~~ **be calculated in accordance with Table XX,** measured at a point 18 inches above the natural ground level.

Table XX. Caliper Inch Replacement of a Protected Tree

	<u>On Site Replacement</u>	<u>Off Site Replacement</u>	<u>Minimum Caliper Per Tree in Inches</u>
<u>12" – 24"</u>	<u>100 percent</u>	<u>120 percent</u>	<u>4-inch</u>
<u>24.1" – 36"</u>	<u>150 percent</u>	<u>170 percent</u>	<u>6-inch</u>

<u>Greater than 200 percent</u>	<u>220 percent</u>	<u>8-inch</u>
<u>36"</u>		

- (ce) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.
- (d) Invasive tree species harm the native tree canopy; therefore incentives are available for elimination of species shown to be invasive on the qualified tree list. The city shall have the discretion to reduce tree replacement requirements based on the removal of invasive trees on-site. Reduction of caliper inch replacement, if granted, shall be calculated in accordance with Table XY.

Table XY. Reduction of Caliper Inch Replacement for Removal of Invasive Trees

<u>Caliper Inches of Invasive Trees Removed</u>	<u>Percent Reduction in Total Caliper Inches</u>
<u>50" to 150"</u>	<u>5 percent</u>
<u>150.1" to 300"</u>	<u>10 percent</u>
<u>300.1" to 500"</u>	<u>15 percent</u>
<u>Greater than 500"</u>	<u>20 percent</u>

- (ef) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. ~~Compensating-~~ Off site replacement trees shall be placed within the city limits on public property, private commercial property, educational, or institutional property ~~as near as reasonably practicable to the development site,~~ approved by the city planner and may be accomplished by donating a tree in kind, or by payment ~~to the city of such amounts as may be established from time to time by city council, based on the city's actual costs of acquisition~~ in lieu at a rate as established in Appendix D, Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts. ~~Compensating-~~ Off site replacement trees shall be planted by the applicant within the time periods required for replacement trees.
- (fg) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.
- (7) Tree protection. Property owners shall be required to ensure that each of the replacement trees and trees identified as "protected" on the site plan survives. If a replacement tree or a tree identified as "protected" fails to survive a minimum of five years from the issuance of a certificate of occupancy at least, the property owner shall replace such tree, at its sole cost and expense, within 120 days

from the date of notification by the city, with a Class 1 or Class 2 the same tree type from the qualified tree list, which has a minimum caliper of three inches, measured 18 inches above natural ground level. as prescribed in section I.2.f.(6)(b) of this appendix.

- g. One tree required for each lot developed for single-family residential use. Each lot developed for single-family residential use shall have one of the qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.
- h. Exception for lots used for single-family residential dwelling purposes. Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per section 8.I.g.

Section 3. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. 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.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 13th day of SEPTEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

Memo

To: City Council
From: Aubrey Harbin, Director of CDD/Planner
Date: September 24, 2021
Re: Tree Mitigation Summary

Zoning Ordinance, Appendix C, Section 8.I.f. Preserving Trees

Developers are required to provide a tree survey for commercial developments and residential common areas (parks, reserves, recreation centers). Existing class 1 and class 2 trees 12-inches or greater must be identified and marked as “protected” or “to be removed”. Credit may be provided for class 4 trees that are removed.

- Option 1 Protect the existing trees on site.
- Option 2 On-site replacement if existing trees cannot be kept.
- Option 3 Off-site replacement if new trees will not fit on the site.
- Option 4 Payment into the Tree Fund if off-site location cannot be found.

Or any combination of the above options

Pearland requires 200%-400% replacement which would be burdensome to do going from an undeveloped site to a developed site, especially a heavily wooded site. Replacement trees must be between 2 and 8-inches at the time of planting. Large caliper trees are hard to acquire and expensive. It may be more cost effective to pay into the fund. The flat rate fee in Pearland is \$200 per replacement caliper.

League City requires 100%-140% replacement or a flat rate of \$250 per replacement caliper. Replacement trees must be 2-inches in caliper at the time of planting. This will create a high volume of trees with no room to be planted.

Once mitigation fees are collected, they can only be used to plant or maintain trees.

The commission proposes a replacement percentage somewhat less than Pearland but a flat rate fee higher than our neighboring cities to encourage property owners to retain existing mature trees over paying a fee.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed ordinance for the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2021-22, passed and approved September 13, 2021, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment I" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022"; 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 first set for fiscal year 2021-2022.

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

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

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 I 2021-2022.

ATTACHMENTS

1. Proposed Ordinance 2021-XX BA I
2. FY22 BA I Exhibit A 10-04-2021
3. FY22 BA I Exhibit B 10-04-2021

(Title: An Ordinance adopting Budget Amendment I to the Original General Budget of the City for Fiscal Year 2021-2022 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022 BY APPROVING "BUDGET AMENDMENT I" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2021-2022"; 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. 2021-22, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2021-2022"; 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 2021-2022.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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 2021-2022,” is hereby amended for municipal purposes as shown on “Budget Amendment I” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2021-2022” attached hereto. Said Budget Amendment I shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of 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 4th day of OCTOBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment I
October 4, 2021**

1. **Police Department – Fisd School Resource Officer Vehicle, \$77,300.** The General Fund FY2021-2022 Adopted Budget included funding to purchase a police vehicle. The School Resource Officer contract with Friendswood Independent School District includes reimbursement of the annual internal lease payments and ongoing maintenance toward the cost of the vehicle. Funds will be transferred from the Police Department Patrol division to the Vehicle Replacement Plan Fund to purchase the vehicle.
2. **Public Works Department – Class 5 Trucks, \$135,000.** The Water and Sewer Fund FY2021-2022 Adopted Budget included funding to purchase two Class 5 Trucks. The Class 5 Truck with utility bed will support and improve the ability and efficiency for the mechanic to repair city vehicles and transport parts. The Class 5 Truck with service body will support the new Crew Leader position also approved in the budget. Funds will be transferred from the Public Works Water Utilities and Sewer Operations divisions to the Vehicle Replacement Plan Fund to purchase these vehicles.
3. **Engineering Services for Deepwood Flood Control Project, \$236,369.** Appropriate advance funding for professional engineering services related to the Deepwood Flood Control project. The City applied for and was awarded a grant through the 2017 Community Development Block Grant – Disaster Recovery with Galveston County. A professional services contract with 5Engineering is being presented to Council at the October 4, 2021 City Council meeting. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.

City of Friendswood				
October 4, 2021				
2021-2022 Budget Amendment I - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-2120-421.8800		Transfer funds to VRP to purchase an additional Police Patrol vehicle related to the Fisd SRO contract [FY22 FAW]	(77,300)
1	001-9002-491.9130		Transfer funds to VRP to purchase an additional Police Patrol vehicle related to the Fisd SRO contract [FY22 FAW]	77,300
1	301-0000-39120		Appropriate funds transferred from General Fund to purchase an additional Police Patrol vehicle related to the Fisd SRO contract [FY22 FAW]	(77,300)
1	301-0501-421.8300	P431	Appropriate funds transferred from General Fund to purchase an additional Police Patrol vehicle related to the Fisd SRO contract [FY22 FAW]	77,300
2	401-3650-434.8800		Transfer funds to VRP to purchase an additional Public Works - Water Utilities vehicle [FY22 DP]	(67,500)
2	401-3656-433.8300		Transfer funds to VRP to purchase an additional Public Works - Sewer Utilities vehicle [FY22 DP]	(67,500)
2	401-9002-491.9130		Transfer funds to VRP to purchase two additional Public Works vehicles [FY22 DP]	135,000
2	301-0000-39137		Appropriate funds transferred from Water & Sewer Fund to purchase two additional Public Works vehicles [FY22 DP]	(135,000)
2	301-0501-431.8300	PW92	Appropriate funds transferred from Water & Sewer Fund to purchase an additional Public Works - Water Utilities vehicle [FY22 DP]	67,500
2	301-0501-431.8300	PW93	Appropriate funds transferred from Water & Sewer Fund to purchase an additional Public Works - Sewer Utilities vehicle [FY22 DP]	67,500
3	001-10199		Due from 2017 CDBG-DR (Galveston Cnty) for professional engineering services related to the Deepwood Flood Control Project	(236,369)
3	001-14029	G00081EXP	Due from 2017 CDBG-DR (Galveston Cnty) for professional engineering services related to the Deepwood Flood Control Project	236,369
3	124-26010		Due to General Funds for professional engineering services related to the Deepwood Flood Control Project	(236,369)
3	124-10199	G00081EXP	Due to General Funds for professional engineering services related to the Deepwood Flood Control Project	236,369

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 09/22/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider the ratification of the City Manager's signature on a Declaration and Grant of Sanitary Sewer Easement with Dudestop Holding LLC.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to approve the ratification of a sanitary sewer easement from Dudestop Holding LLC in order for the City to operate, maintain, replace, alter, repair and upgrade an existing sanitary sewer main and related facilities under the property in question. A copy of the easement is attached for your review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ratification of this easement will permit the City to formally maintain and access an existing sewer main fronting the property / development in question.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2021 09 22 Dudestop Holdings LLC to COF Sanitary Sewer Easement

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§ KNOW ALL MEN BY THESE PRESENTS
§

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

DECLARATION AND GRANT OF SANITARY SEWER EASEMENT

This DECLARATION AND GRANT OF SANITARY SEWER EASEMENT (this "**Agreement**") is made as of the 22nd day of September, 2021 (the "**Effective Date**") by DUDESTOP HOLDING LLC, a Texas limited liability company ("**Grantor**") and THE CITY OF FRIENDSWOOD, a home rule municipal corporation of the State of Texas ("**Grantee**"; together with Grantor, each a "**Party**" and together the "**Parties**").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain 1.5146-acre tract of land in Galveston County, Texas more particularly described on **Exhibit "A"** attached hereto (the "**Property**"); and

WHEREAS, Grantor desires to declare and grant a sanitary sewer easement over and across the 0.0505-acre portion of the Property described in **Exhibit "B"** attached hereto (the "**Burdened Property**") for the benefit of Grantee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby declares as follows:

1. Sanitary and Sewer Easement. Grantor hereby creates and grants a permanent and perpetual, non-exclusive easement (the "**Easement**") over, across and through the Burdened Property for the purpose of installation, construction, operation, maintenance, replacement, alteration, repair, and upgrade of an underground sanitary sewer line and related facilities under, over, along, upon and across the Burdened Property, for the purpose of facilitating Grantee's repair and maintenance of the public sewer line located within the Easement.

2. Notices. For the purpose only of any notice hereunder, the address of the Parties to which all notices hereunder are to be sent is as follows:

If to Grantor:

Dudestop Holding LLC
416 Northcliff Ridge Lane
Friendswood, Texas 77546

If to Grantee:

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

3. **Benefits and Burden.** The Easement granted herein shall benefit Grantee and shall burden the Burdened Property and the owner thereof.
4. **Successors.** The obligations herein shall run with the title to the Burdened Property and shall bind the owners of the Burdened Property and their successors and assigns. The benefits contained herein shall run with the title to Grantee and inure to the benefit of Grantee and its successors and assigns.
5. **Equitable Rights of Enforcement.** This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
6. **Attorney's Fees.** If any Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. **Waiver of Default.** A default is not waived if the non-defaulting Party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
8. **Severability.** In the event that any of the terms or conditions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be affected and shall remain in full force and effect to the fullest extent permitted by law.
9. **Further Assurances.** Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
10. **Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Texas with jurisdiction in Galveston County, Texas.
11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
12. **Reserved Rights.** Grantor reserves and retains the right to grant other rights and easements across, over or under the Burdened Property to such other persons as Grantor deems proper, provided such other grants do not interfere with the use of the Easement by Grantee for the purposes set forth herein.

13. No Public Dedication. This is a private Easement and does not establish or contemplate any dedication of any property or other rights or privileges to the public or any governmental entity.

14. Exhibits. Each exhibit attached to this Easement is hereby incorporated into and made a part of this Easement.

15. Entire Agreement. This Agreement embodies the complete agreement with respect to the matters contained herein and cannot be varied or terminated except by written agreement between the then owner of the Burdened Property and Grantee.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, Grantor has executed this instrument as of the Effective Date.

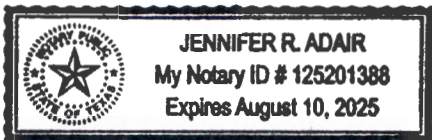
GRANTOR:

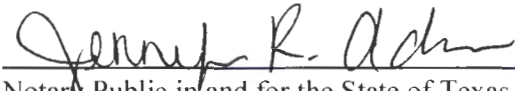
DUDESTOP HOLDING LLC,
a Texas limited liability company

By: 
Name: Faisal Fareed
Title: President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on this 13th day of Sept.,
2021, by Faisal Fareed the President - of DUDESTOP
HOLDING LLC, a Texas limited liability company, on behalf of such limited liability company.




Notary Public in and for the State of Texas

GRANTEE:

THE CITY OF FRIENDSWOOD,
a home rule municipal corporation

By: _____

Name: Morad Kabiri

Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on this 22nd day of September, 2021, by Morad Kabiri, the City Manager of THE CITY OF FRIENDSWOOD, a home rule municipal corporation of the State of Texas, on behalf of such municipal corporation.

Notary Public in and for the State of Texas

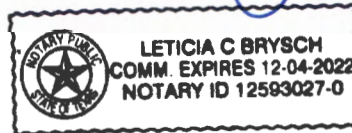


EXHIBIT "A"

The Property

Being a tract of land containing 1.5146 acres (65,974 square feet) located in the Perry and Austin League, Abstract Number (No.) 20 in Galveston County, Texas; Said 1.5146 acre tract being a portion of Unrestricted Reserve "B" of Annalea Kingspark Section "B" & Whitehall Section "B", a subdivision plat of record in Volume (Vol.) No. 1616, Page (Pg.) 100, transferred to Vol. 1, Pg. 15B of the Galveston County Map Records (G.C.M.R.) and being a portion of a called 7.053 acre tract recorded in the name of Hausman Interests, Ltd. in Galveston County Clerk's File (G.C.C.F.) No. 9543361; said 1.5146 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the monumented westerly Right-of-Way (R.O.W.) line of Brandywyne Drive (60 feet wide as per Vol. 1, Pg. 13, G.C.M.R.), called South 26 degrees 55 minutes 08 seconds West):

BEGINNING at a 5/8-inch iron rod found on the westerly R.O.W. line of Brandywyne Drive (60 feet wide as per Vol. 1, Pg. 15B, G.C.M.R.), being the northeasterly corner of Lot 1, Block 6 Annalea Kingspark Section "A" and Whitehall Section "A", a subdivision plat of record in Vol. 1, Pg. 13, G.C.M.R., being the southeast corner of said Unrestricted Reserve "B", and the herein described tract;

THENCE, along the said southerly line of said Unrestricted Reserve "B", North 63 degrees 04 minutes 52 seconds West, a distance of 220.00 feet to a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set on the line common to said Unrestricted Reserve "B", said 7.053 acre tract, said Annalea Kingspark Section "A" and Whitehall Section "A", and marking the southwesterly corner of the herein described tract;

THENCE, through and across said Unrestricted Reserve "B" and said 7.053 acre tract, North 26 degrees 55 minutes 08 seconds East, a distance of 299.76 feet to a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set on the southerly R.O.W. line of F.M. 518, a.k.a. N. Friendswood Drive (100 feet wide per T.X.D.O.T. R.O.W. Map, Control No. 976, Section No. 3, Sheet No. 4) and marking the northwest corner of the herein described tract;

THENCE, along the line common to the southerly R.O.W. line of said F.M. 518, the northerly line of said Unrestricted Reserve "B" and said 7.053 acre tract, South 63 degrees 08 minutes 33 seconds East, a distance of 220.00 feet to a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set on the southerly R.O.W. line of said F.M. 518, being the most northerly corner of the west R.O.W. line of Brandywyne Drive and marking the northeast corner of the herein described tract;

THENCE, along the westerly R.O.W. line of Brandywyne Drive, South 26 degrees 55 minutes 08 seconds West, a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 1.5146 acres (65,974 square feet) of land.

EXHIBIT "B"

The Burdened Property

FIELD NOTE DESCRIPTION OF 0.0505 ACRE (2,200 SQUARE FEET) OF LAND OUT OF RESTRICTED RESERVE "B-1", BLOCK 1, REPLAT OF RESERVE "B", ANNALEA KINGSPARK SECTION "B" AND WHITEHALL SECTION "B", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER GALVESTON 2021003334 AND COUNTY CLERK'S FILE NO. LOCATED IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT NO. 20, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS, SAID 0.0505 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.):

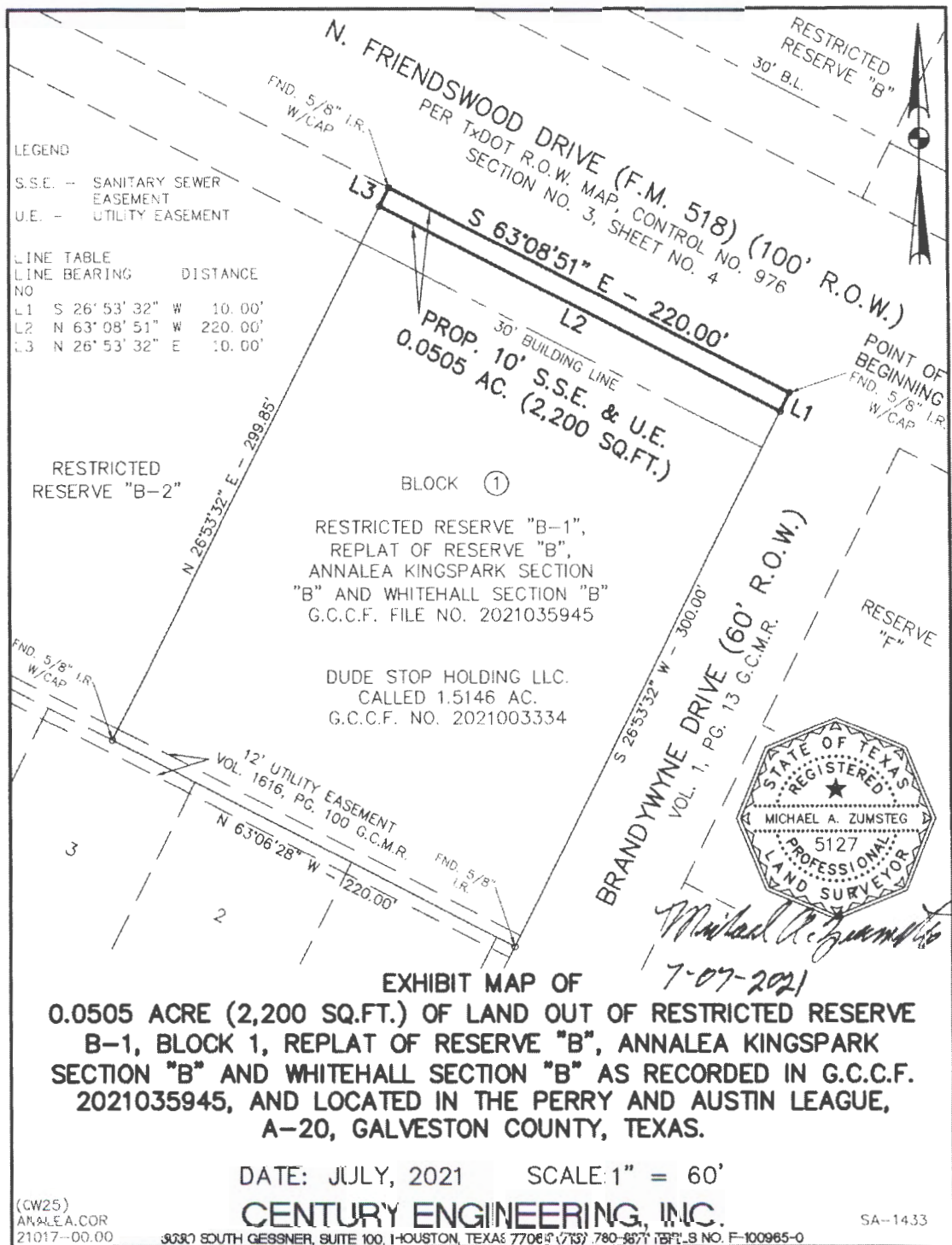
BEGINNING at a 5/8 inch iron rod with cap found at the intersection of the Northwestern right-of-way line of Brandywyne Drive (60 feet wide) and the Southwesterly right-of-way line of N. Friendswood Drive (F.M. 518, 100 feet wide) for the Northeasterly corner of said Restricted Reserve "B" and the herein described tract;

THENCE, South 26°53'32 West, along the Northwestern right-of-way line of Brandywyne Drive, a distance of 10.00 feet to a point for the Southeasterly corner of the herein described tract;

THENCE, North 63°08'28 West, along a line being 10.00 feet south of and parallel to the Southwesterly right-of-way line of N. Friendswood Drive, a distance of 220.00 feet to a point in the Westerly line of said Restricted Reserve "B-1", same being the Easterly line of Restricted Reserve "B-2" for the Southwesterly corner of the herein described tract;

THENCE, North 26°53'32 East, along the common line between said Reserves "B-1" and "B-2", a distance of 10.00 feet to a 5/8 inch iron rod with cap found in the Southwesterly right-of-way line of N. Friendswood Drive for the Northwestern corner of said Restricted Reserve "B-1" and the herein described tract;

THENCE, South 63°08'51 East, along the Southwesterly right-of-way line of N. Friendswood Drive, a distance of 220.00 feet to the POINT OF BEGINNING and containing 0.0505 acre (2,200 square feet) of land, more or less.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 08/18/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the August 2021 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax Aug 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



September 7, 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 August, 2021 is true and correct.

Under my hand and seal this 7th day of September, 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

09/01/2021 16:55:59 3818826
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 08/01/2021 THRU 08/31/2021
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 31
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.392153	43,674.92	.00	5,366.45	.00	49,041.37	7,267.50	.00	.00	56,308.87
	I & S	.095161	10,598.24	.00	1,302.18	.00	11,900.42	.00	.00	.00	11,900.42
	TOTAL	.487314	54,273.16	.00	6,668.63	.00	60,941.79	7,267.50	.00	.00	68,209.29
2019	M & O	.432160	4,178.56	.00	1,237.09	.00	5,415.65	1,219.50	.00	.00	6,635.15
	I & S	.089279	863.23	.00	126.18	.00	1,118.80	.00	.00	.00	1,118.80
	TOTAL	.521439	5,041.79	.00	1,492.66	.00	6,534.45	1,219.50	.00	.00	7,753.95
2018	M & O	.437173	1,378.52	.00	579.36	.00	1,957.88	476.10	.00	.00	2,433.98
	I & S	.095218	300.25	.00	126.18	.00	426.43	.00	.00	.00	426.43
	TOTAL	.532391	1,678.77	.00	705.54	.00	2,384.31	476.10	.00	.00	2,860.41
2017	M & O	.432349	292.25	.00	158.81	.00	451.06	109.92	.00	.00	560.98
	I & S	.095000	64.22	.00	34.89	.00	99.11	.00	.00	.00	99.11
	TOTAL	.527349	356.47	.00	193.70	.00	550.17	109.92	.00	.00	660.09
2016	M & O	.462000	59.95	.00	39.25	.00	99.20	23.34	.00	.00	122.54
	I & S	.084000	10.89	.00	7.14	.00	18.03	.00	.00	.00	18.03
	TOTAL	.546000	70.84	.00	46.39	.00	117.23	23.34	.00	.00	140.57
2015	M & O	.497200	.50	.00	.00	.00	.50	.00	.00	.00	.50
	I & S	.071500	.07	.00	.00	.00	.07	.00	.00	.00	.07
	TOTAL	.568700	.57	.00	.00	.00	.57	.00	.00	.00	.57
2014	M & O	.530300	.53	.00	.00	.00	.53	.00	.00	.00	.53
	I & S	.061100	.06	.00	.00	.00	.06	.00	.00	.00	.06
	TOTAL	.591400	.59	.00	.00	.00	.59	.00	.00	.00	.59
2013	M & O	.530300	4.33	.00	3.99	.00	8.32	.00	.00	.00	8.32
	I & S	.061100	.52	.00	.46	.00	.98	.00	.00	.00	.98
	TOTAL	.591400	4.85	.00	4.45	.00	9.30	.00	.00	.00	9.30
2012	M & O	.530700	6.28	.00	.00	.00	6.28	.00	.00	.00	6.28
	I & S	.063000	.79	.00	.00	.00	.79	.00	.00	.00	.79
	TOTAL	.597000	7.07	.00	.00	.00	7.07	.00	.00	.00	7.07
2011	M & O	.521800	3.43	.00	4.36	.00	7.79	1.76	.00	.00	9.55
	I & S	.068400	.45	.00	.57	.00	1.02	.00	.00	.00	1.02
	TOTAL	.590200	3.88	.00	4.93	.00	8.81	1.76	.00	.00	10.57
2010	M & O	.519800	3.42	.00	.00	.00	3.42	.00	.00	.00	3.42
	I & S	.065300	.43	.00	.00	.00	.43	.00	.00	.00	.43
	TOTAL	.585100	3.85	.00	.00	.00	3.85	.00	.00	.00	3.85

09/01/2021 16:55:59 3818826
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 08/01/2021 THRU 08/31/2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 32
INCLUDES AG ROLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		49,602.69	.00	7,389.31	.00	56,992.00	9,098.12	.00	.00	66,090.12
ALL	I & S		11,839.15	.00	1,726.99	.00	13,566.14	.00	.00	.00	13,566.14
ALL	TOTAL		61,441.84	.00	9,116.30	.00	70,558.14	9,098.12	.00	.00	79,656.26
DLQ	M & O		49,602.69	.00	7,389.31	.00	56,992.00	9,098.12	.00	.00	66,090.12
DLQ	I & S		11,839.15	.00	1,726.99	.00	13,566.14	.00	.00	.00	13,566.14
DLQ	TOTAL		61,441.84	.00	9,116.30	.00	70,558.14	9,098.12	.00	.00	79,656.26
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 08/01/2021 THRU 08/31/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2010 TOTAL		3.85	0.00	0.00	0.00	0.00	3.85
	2011 TOTAL		3.88	0.00	4.93	1.76	0.00	10.57
	2012 TOTAL		7.07	0.00	0.00	0.00	0.00	7.07
	2013 TOTAL		4.85	0.00	4.45	0.00	0.00	9.30
	2014 TOTAL		0.59	0.00	0.00	0.00	0.00	0.59
	2015 TOTAL		0.57	0.00	0.00	0.00	0.00	0.57
	2016 TOTAL		70.84	0.00	46.39	23.34	0.00	140.57
	2017 TOTAL		356.47	0.00	193.70	109.92	0.00	660.09
	2018 TOTAL		1,692.35	0.00	711.28	479.96	0.00	2,883.59
	2019 TOTAL		5,091.47	0.00	1,507.66	1,232.43	0.00	7,831.56
	2020 TOTAL		55,446.03	0.00	6,781.07	7,376.93	0.00	69,604.03
	TOTAL PAYMENTS		62,677.97	0.00	9,249.48	9,224.34	0.00	81,151.79
	2018 TOTAL		13.58-	0.00	5.74-	3.86-	0.00	23.18-
	2019 TOTAL		49.68-	0.00	15.00-	12.93-	0.00	77.61-
	2020 TOTAL		1,172.87-	0.00	112.44-	109.43-	0.00	1,394.74-
	TOTAL REVERSALS		1,236.13-	0.00	133.18-	126.22-	0.00	1,495.53-
	TOTAL FOR UNIT		61,441.84	0.00	9,116.30	9,098.12	0.00	79,656.26

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TC298-M SELECTION: DEPOSIT

3818826

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2021 THRU 08/31/2021
JURISDICTION: 337 FRIENDMD CITY

PAGE: 25
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 941082521T	719123	202107	8.79-	0.00	3.69-	2.50-CERT	0.00	14.98-TR
2018 941082521T	719123	202108	4.79-	0.00	2.05-	1.36-CERT	0.00	8.20-TR
2018 TOTAL			13.58-	0.00	5.74-	3.86-	0.00	23.18-
2019 941082521T	719123	202108	8.60-	0.00	2.67-	2.25-CERT	0.00	13.52-TR
2019 929080421RV2	H0650491	202107	11.70-	0.00	3.51-	3.04-CERT	0.00	18.25-TR
2019 929080421RV3	H2099830	202107	14.69-	0.00	4.41-	3.82-CERT	0.00	22.92-TR
2019 929080421RV2	H2099831	202107	14.64-	0.00	4.39-	3.80-CERT	0.00	22.83-TR
2019 929080421RV3	H2099831	202107	0.05-	0.00	0.02-	0.02-CERT	0.00	0.09-TR
2019 TOTAL			49.68-	0.00	15.00-	12.93-	0.00	77.61-
2020 941082421T	1004140000004	202107	418.93-	0.00	75.41-	98.87-CERT	0.00	593.21-TR
2020 941081021T	1055750000053	202012	326.33-	0.00	0.00	0.00 CERT	0.00	326.33-TR
2020 832957080921	168359	202108	59.17-	0.00	11.24-	10.56-20S219TX063	0.00	80.97-TR
2020 941082421T	511229	202108	368.41-	0.00	25.79-	0.00 CERT10TX079	0.00	394.20-TR
2020 941082421T	511229	202108	0.03-	0.00	0.00	0.00 CERT10TX079	0.00	0.03-TR
2020 TOTAL			1,172.87-	0.00	112.44-	109.43-	0.00	1,394.74-
TOTAL REVERSALS			1,236.13-	0.00	133.18-	126.22-	0.00	1,495.53-

09/01/2021 17:11:5 3818827
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2021 TO 08/31/2021

PAGE: 22
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,797,796,969	0	3,797,796,969	00.487314	163,896.15	17,274

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	163,896.15	.00	0.00	54,273.16	54,273.16	109,622.99	33.11	0.00
2019	51,659.09	.00	0.00	5,041.79	5,041.79	46,617.30	9.76	0.00
2018	26,368.69	.00	0.00	1,678.77	1,678.77	24,689.92	6.37	0.00
2017	16,281.55	.00	0.00	356.47	356.47	15,925.08	2.19	0.00
2016	14,103.51	123.32-	123.32-	70.84	70.84	13,909.35	.51	123.32-
2015	13,124.77	.00	0.00	0.57	0.57	13,124.20		0.00
2014	13,834.13	.00	0.00	0.59	0.59	13,833.54		0.00
2013	10,663.54	.00	0.00	4.85	4.85	10,658.69	.05	0.00
2012	10,529.67	.00	0.00	7.07	7.07	10,522.60	.07	0.00
2011	9,853.75	.00	0.00	3.88	3.88	9,849.87	.04	0.00
2010	4,816.43	188.90-	188.90-	3.85	3.85	4,623.68	.08	188.90-
2009	6,212.93	145.52-	145.52-	0.00	0.00	6,067.41		145.52-
2008	5,594.70	625.90-	625.90-	0.00	0.00	4,968.80		625.90-
2007	1,976.80	622.34-	622.34-	0.00	0.00	1,354.46		622.34-
2006	2,757.39	.00	0.00	0.00	0.00	2,757.39		0.00
2005	1,421.45	.00	0.00	0.00	0.00	1,421.45		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	412.09-	412.09-	0.00	0.00	512.76		412.09-
2001	941.66	412.09-	412.09-	0.00	0.00	529.57		412.09-
2000	510.23	412.09-	412.09-	0.00	0.00	98.14		412.09-
****	356,758.88	2,942.25-	2,942.25-	61,441.84	61,441.84	292,374.79		2,942.25-

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
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	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	14,103.51	14,103.51	.00	123.32-	123.32-	13,980.19
UNCOLLECTIBLE	.00	123.32	.00	.00	.00	123.32
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	0	0	2,281,486,034
LEVY	4,816.43	4,816.43	.00	188.90-	188.90-	4,627.53
UNCOLLECTIBLE	.00	188.90	.00	.00	.00	188.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	6,212.93	6,212.93	.00	145.52-	145.52-	6,067.41
UNCOLLECTIBLE	.00	145.52	.00	.00	.00	145.52
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2008
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 118
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
LAND VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
AG EXCLUSION	20,583,444	20,583,444	0	0	0	20,583,444
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
EXEMPTIONS	514,930,336	514,930,336	0	0	0	514,930,336
TAXABLE VALUE	1,810,312,067	1,810,312,067	0	0	0	1,810,312,067
LEVY	5,594.70	5,594.70	.00	625.90-	625.90-	4,968.80
UNCOLLECTIBLE	.00	625.90	.00	.00	.00	625.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	7,211	7,211	0	0	0	7,211
OVER 65	1,423	1,423	0	0	0	1,423
DISABLED	98	98	0	0	0	98
VETERAN	127	127	0	0	0	127
TOTAL EXEMPT	517	517	0	0	0	517

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
LAND VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
AG EXCLUSION	27,382,734	27,382,734	0	0	0	27,382,734
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
EXEMPTIONS	624,625,914	624,625,914	0	0	0	624,625,914
TAXABLE VALUE	2,116,476,920	2,116,476,920	0	0	0	2,116,476,920
LEVY	1,976.80	1,976.80	.00	622.34-	622.34-	1,354.46
UNCOLLECTIBLE	.00	622.34	.00	.00	.00	622.34
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,235	9,235	0	0	0	9,235
OVER 65	1,781	1,781	0	0	0	1,781
DISABLED	159	159	0	0	0	159
VETERAN	168	168	0	0	0	168
TOTAL EXEMPT	587	587	0	0	0	587

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2002
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 120
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	924.85	924.85	.00	412.09-	412.09-	512.76
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2001
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 121
INCLUDES AG ROLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	941.66	941.66	.00	412.09-	412.09-	529.57
UNCOLLECTIBLE	* 00	412.09	* 00	* 00	.00	412.09
RECEIVABLE					* 00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	510.23	510.23	.00	412.09-	412.09-	98.14
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: September 2, 2021 9:14 AM

For Remitted Deposit Dates 08/01/2021 thru 08/31/2021 as of 09/02/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 69308	Print Date:08/05/2021						
	Delq	7,869.73	1,795.48	0.00	0.00	0.00	9,665.21
Last Deposit Date	08/03/2021	\$7,869.73	\$1,795.48	\$0.00	\$0.00	\$0.00	\$9,665.21
ACH 69350	Print Date:08/05/2021						
	Delq	6,020.23	1,459.44	0.00	0.00	0.00	7,479.67
Last Deposit Date	08/04/2021	\$6,020.23	\$1,459.44	\$0.00	\$0.00	\$0.00	\$7,479.67
ACH 69391	Print Date:08/09/2021						
	Delq	11,434.65	2,716.07	0.00	0.00	0.00	14,150.72
Last Deposit Date	08/05/2021	\$11,434.65	\$2,716.07	\$0.00	\$0.00	\$0.00	\$14,150.72
ACH 69429	Print Date:08/10/2021						
	Delq	1,277.16	303.89	0.00	0.00	0.00	1,581.05
Last Deposit Date	08/06/2021	\$1,277.16	\$303.89	\$0.00	\$0.00	\$0.00	\$1,581.05
ACH 69463	Print Date:08/11/2021						
	Delq	10,667.80	2,579.85	0.00	0.00	0.00	13,247.65
Last Deposit Date	08/09/2021	\$10,667.80	\$2,579.85	\$0.00	\$0.00	\$0.00	\$13,247.65
ACH 69531	Print Date:08/12/2021						
	Delq	257.56	62.50	0.00	0.00	0.00	320.06
Last Deposit Date	08/11/2021	\$257.56	\$62.50	\$0.00	\$0.00	\$0.00	\$320.06
ACH 69563	Print Date:08/16/2021						
	Delq	1,009.55	244.98	0.00	0.00	0.00	1,254.53
Last Deposit Date	08/12/2021	\$1,009.55	\$244.98	\$0.00	\$0.00	\$0.00	\$1,254.53
ACH 69593	Print Date:08/16/2021						
	Delq	199.45	48.40	0.00	0.00	0.00	247.85
Last Deposit Date	08/13/2021	\$199.45	\$48.40	\$0.00	\$0.00	\$0.00	\$247.85
ACH 69625	Print Date:08/19/2021						
	Delq	1,173.81	269.14	0.00	0.00	0.00	1,442.95
Last Deposit Date	08/16/2021	\$1,173.81	\$269.14	\$0.00	\$0.00	\$0.00	\$1,442.95
ACH 69656	Print Date:08/19/2021						
	Delq	963.98	233.92	0.00	0.00	0.00	1,197.90
Last Deposit Date	08/17/2021	\$963.98	\$233.92	\$0.00	\$0.00	\$0.00	\$1,197.90
ACH 69688	Print Date:08/20/2021						
	Delq	1,411.74	339.29	0.00	0.00	0.00	1,751.03
Last Deposit Date	08/18/2021	\$1,411.74	\$339.29	\$0.00	\$0.00	\$0.00	\$1,751.03
ACH 69729	Print Date:08/23/2021						
	Delq	99.03	24.03	0.00	0.00	0.00	123.06
Last Deposit Date	08/19/2021	\$99.03	\$24.03	\$0.00	\$0.00	\$0.00	\$123.06
ACH 69759	Print Date:08/23/2021						
	Delq	7.70	1.87	0.00	0.00	0.00	9.57
Last Deposit Date	08/20/2021	\$7.70	\$1.87	\$0.00	\$0.00	\$0.00	\$9.57
ACH 69819	Print Date:08/25/2021						
	Delq	945.10	228.16	0.00	0.00	0.00	1,173.26
Last Deposit Date	08/24/2021	\$945.10	\$228.16	\$0.00	\$0.00	\$0.00	\$1,173.26

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Summary of Jurisdiction Remittances Processed

Report run on: September 2, 2021 9:14 AM

For Remitted Deposit Dates 08/01/2021 thru 08/31/2021 as of 09/02/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 69850	Print Date:08/27/2021						
	Delq	2,474.21	599.93	0.00	0.00	0.00	3,074.14
Last Deposit Date	08/25/2021	\$2,474.21	\$599.93	\$0.00	\$0.00	\$0.00	\$3,074.14
ACH 69886	Print Date:08/30/2021						
	Delq	2,611.65	633.56	0.00	0.00	0.00	3,245.21
Last Deposit Date	08/26/2021	\$2,611.65	\$633.56	\$0.00	\$0.00	\$0.00	\$3,245.21
ACH 69919	Print Date:08/30/2021						
	Delq	4,261.82	1,028.63	0.00	0.00	0.00	5,290.45
Last Deposit Date	08/27/2021	\$4,261.82	\$1,028.63	\$0.00	\$0.00	\$0.00	\$5,290.45
ACH 69951	Print Date:09/01/2021						
	Delq	63.63	15.18	0.00	0.00	0.00	78.81
Last Deposit Date	08/30/2021	\$63.63	\$15.18	\$0.00	\$0.00	\$0.00	\$78.81
ACH 69986	Print Date:09/02/2021						
	Delq	4,243.20	981.82	0.00	0.00	0.00	5,225.02
Last Deposit Date	08/31/2021	\$4,243.20	\$981.82	\$0.00	\$0.00	\$0.00	\$5,225.02
Total:		\$56,992.00	\$13,566.14	\$0.00	\$0.00	\$0.00	\$70,558.14

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 4, 2021

Date submitted: 08/18/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular meeting held September 13, 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021 09 13 CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
SEPTEMBER 13, 2021**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, SEPTEMBER 13, 2021, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
 Mike Foreman	 Mayor
 Morad Kabiri	 City Manager
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor Frank Possert with Calvary Chapel.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey stated that the Library is starting its program called “A Thousand Books before Kindergarten” which is a program that has activities to help encourage reading at a young age. He also noted that he helped judge this year’s poetry contest, which had many submissions from all over the world, including India, Macedonia, England, and Thailand to name a few.

Councilmember Branson stated that she wanted to thank everyone that assisted, supported, and participated in this year’s Labor Day Ice Cream Social, which went extremely well.

Councilmember Hanks stated that this month is Suicide Prevention Awareness Month and noted that unfortunately, suicides are prevalent among the youth, as well as with veterans and servicemen and women. She noted that there are a lot of resources available to assist with this issue and encouraged

everyone to discuss and work with others to help deal with the mental health problems affecting the community.

Councilmember Griffon stated that he wanted to thank Ms. Aubrey Harbin and Ms. Becky Bennet in the Community Development Department for all the work that has been put into the items that have been presented to the Planning and Zoning Commission.

Councilmember Erenwert stated that he wanted to thank the City's Emergency Management Coordinator, Brian Mansfield, and his team that got everyone prepared for the last weather event.

5. PUBLIC COMMUNICATIONS

Mayor Foreman stated that 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 comments, 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.

Mr. Don Johnson requested to speak before the Council regarding drainage issues and thanked the Council for agreeing to participate with the Harris-Galveston Subsidence District in the WaterWise Program. He also noted that the Army Corps Program's final plan for the Ike Dike or Coastal Barrier Program has been approved, so the community is one step closer to being able to control the level of water in the lake.

Mr. Dave Yelovich requested to speak before the Council regarding the new water meter installation and noted that he had yet to see the bids for said purchase and believed that the \$9 million dollars could be used elsewhere, such as the completion of Blackhawk Boulevard.

Mr. David Allen requested to speak before the Council regarding the COVID variant, and noted that regardless of what the media stated, this disease is a form of pneumonia, and the country should not be shut down for this issue alone.

Mr. Ken Shores requested to speak before the Council regarding Stevenson Park. He noted that in the many expansions to this park, the city is not making any provisions for drainage that impacts the surrounding areas including Emerald Circle and requested that these issues be looked into so it does not negatively impact his home and neighbors.

Ms. Tina Hahn requested to speak before the Council regarding the Friendswood High School zoning item and its impact to her home, 1011 Falling Leaf Drive, which is located adjacent to the proposed expansion. She suggested and strongly encouraged the school district to consider placing the proposed shot put area closest to her house, and move the soccer goals and field further away, to minimize the impacts to the homes adjacent to the school.

6. WORK SESSION

A. Receive and discuss a presentation regarding the drainage project update.

Engineering Director Jil Arias presented the item and stated that he would present the Council with an update on the status of the city's flood control projects as well as a drainage update.

Mr. Arias showed the Council a map of all the existing drainage projects, as well as, a map of the buyout properties located in Friendswood, which were obtained by either the city or the Galveston County Consolidated Drainage District for future flood control projects.

Mr. Arias presented an update on the Clear Creek Utility Relocation Project and noted that the design on that project is complete, and permits have been attained. He noted that staff is in the processes of executing some necessary easements and are at the cusp of having this item go out for bid. Mr. Arias noted that the bid has been on hold until authorization for the use of grant funds is completed.

Mr. Arias presented an update on the Forest Bend Offline Detention Project and noted that this is a CDBG project. He stated that the project is 95% complete on the engineering design and staff will be meeting with the design consultant in the next week to put the finishing touches on this item. Mr. Arias noted that the project's environmental review is ongoing, and staff recently found out that there was a homestead located on that property, which is going to merit some more investigation before the project can move forward.

Mr. Arias noted that some project highlights include a 54 acre-feet of offline detention capacity featuring a meandering layout with wetland plantings and a trail with solar lighting. He also mentioned there will be some intermeshing between drainage projects in order to deliver a larger project drainage mitigation to the area, an example being the Deepwood Flood Control Project, which staff is looking at to mitigate the other projects.

Mr. Arias noted in response to a question from Councilmember Griffon that the Forest Bend Offline Detention Basin/Pond, located in Harris County will have a dual-purpose in that it will serve as an offline detention pond for drainage mitigation as well as a park with meandering lines, trails and lighting. City Manager Morad Kabiri noted that this project was achieved through a partnership with the Forest Bend HOA, and staff has approached other HOAs hoping to duplicate this type of successful partnership.

Mr. Arias gave an update on the green space at Frenchman's Creek and stated that the townhouse units are in the process of being appraised and the GLO is reviewing intake forms for both the city and the county, and once that process is completed, the townhouses will be demolished for the planned green space.

The next update related to the potential FM 1959 Detention Basin Project, which could be a joint effort with the Harris County Flood Control District. He stated that this project is located off FM 1959 on Clear Creek at the city limit adjacent to Pearland which could potentially be 1,000 acre-feet of detention for a flood control project. Staff is currently researching this item and working on a grant application for an estimated \$30 million with a 20% contingency built into it for a total proposed project in an estimated amount of \$36 million.

Mr. Arias gave an update on the embankment beside Clear Creek and adjacent to the Timber Creek Golf Course and presented several slides showing historical images that show that the area had been used for access to an oxbow along Clear Creek since the 1940s.

Mr. Arias noted that the city, with the help of a third party, performed a cursory modeling exercise to see what the potential effects would be of the removal of the soil plug that has been there as an embankment after the construction of the golf course. He noted that the modeling exercise showed that there were minimal benefits in smaller storms and water surface elevation reduction was pretty localized. However, those benefits disappear in larger storms as the water gets around the embankment and fills up from the backside, in other words, any benefits disappear once the water is over top of that embankment.

Mr. Kabiri noted that the previously mentioned cursory modeling was done at the request of the Galveston County Consolidated Drainage District, following one of their meetings. So, the city, is working with Freese and Nichols, which is the company that led the study for League City, Friendswood, Pearland, and a number of other agencies, and they offered up the model they had already developed, as a basis to see what would happen if the plug in this bypass channel was removed. Mr. Arias stated that staff presented to the Galveston County Consolidated Drainage District the resulting information and noted that the city only presented the data and has no bias on the item or any related projects.

Lastly, Mr. Arias presented an overview of some grants that the city is applying for to include a Master Drainage Plan and an Elevated Generator for Lift Station #22.

Councilmember Rockey spoke regarding that the historical pictures shown in relation to the plug located near the golf course and noted that the city has no ability to know whether the plug was done on purpose for flood control or anti-flood control and so it could just be the result of an alteration of the natural flow of that creek. He further asked if there are projects planned for this area. Mr. Kabiri noted that there are no projects planned for this area at this time and noted that any modification to this area, would result in the city having to provide mitigation elsewhere because it is a conveyance improvement that could potentially impact properties downstream.

Councilmember Griffon gave an overview of the history of the creek dating back to the 1800s and stated that he agreed with Councilmember Rockey in the sense that the pictures presented by the staff were irrelevant in his estimation as the Planning and Zoning Commission adopted a final plat of the Timber Creek Golf Course, which shows a 150-foot easement that may have included the embankment. Councilmember Griffon went on to outline the way the modeling occurred and stated that he was not in favor of the mixed messaging around this issue. He further noted that if there is anything the city can do to help and/or partner with to help the drainage issue in this community then it should be done to stop Friendswood citizens from being chest-deep in water with loved ones on their shoulders, walking out of the water again.

Mr. Kabiri requested that Councilmember Griffon, at his attendance at the next drainage district meeting to encourage them to take the leadership on this item as it is their easement.

B. Receive and discuss a presentation regarding public safety.

Community Development Director Aubrey Harbin presented the item and stated that she was going to give the Council an overview of the updated process for the city's future land use map, which has been an ongoing process through this past year. Ms. Harbin noted that staff is moving through the calendar as planned and are still on schedule to have this item adopted by the end of the year.

Ms. Harbin reminded the council of the strategies and plans that the subcommittee and the Commission have been using while reviewing and updating this map. She stated that the strategies included potential impacts and effects of reaching a 50,000 population, the 80/20 commercial property tax base or also the 73% residential land use and 23% commercial land use as identified in the Vision 20/20, best use of the land considering neighboring properties while also considering community goals. Ms. Harbin also noted that the group used the following plans as a part of their deliberation process: FM 528 Strategy Plan, Vision 20/20, City of Pearland Thoroughfare Plan, and League City's Comprehensive Plan Future Land Use Plan.

Ms. Harbin noted that the subcommittee did public outreach in the month of June that included attending a concert in the park and a farmer's market, as well as the hosting of two town hall meetings in Council Chambers and a display at the Library for the entire month. She further noted that their outreach efforts included pushing out the city's QR site to the public to compile their feedback, which resulted in four emails and twenty-four comments. Ms. Harbin stated that because of those comments and the conversations that were had with the public, staff added three items to the spreadsheet of proposed changes, as follows:

- #18 – the addition of a commercial node on the future Friendswood Lakes Blvd/Friendswood Parkway at future Falling Leaf,
- #19 - changing 9.88 acres from Low Density Residential to Retail, and
- #20 – the addition of a category for Garden Home Development to differentiate from High Density Residential; Added a new category for Garden Home Developments to differentiate Garden Homes from Multi-Family Residential developments that allow attached housing. Garden Homes are detached single family homes.

Ms. Harbin stated that the main areas of concern noted in the public comments included:

- 1301 Winding Way,
- Friendswood Lakes Boulevard future route between FM 528 and FM 2351,
- High Density Residential areas that are actually Garden Home Districts (MFR-GHD),
- The definition of Mixed Use,
- Need for more green space, and
- Less retail spaces.

Ms. Harbin noted that the city's total acreage, with the subtraction of streets and publicly owned properties which are not developable, is 10,000 acres of developable land. She further noted that of that amount, the proposed plan shows 16% of that developable land is commercial and 84% is residential, so while the city is closer to reaching that 80/20 balance, it is not there yet. Ms. Harbin stated that the future land use plan is fluid and can keep changing in the future as needed or desired.

The Council thanked Ms. Harbin, her staff, and the members of the Planning and Zoning Commission for all their hard work on this item.

Mayor Foreman recessed the meeting at 7:07 P.M.

Mayor Foreman reconvened the meeting at 7:14 P.M.

7. PROPOSED BUDGET AND TAX RATE FOR FISCAL YEAR 2021-2022

A. Conduct a public hearing to receive comments both oral and written regarding the proposed tax rate for fiscal year 2021-2022.

At 7:14 P.M., Mayor Foreman opened a public hearing to receive comments both oral and written regarding the proposed tax rate for fiscal year 2021-2022 and requested that staff give council an overview of the item.

Administrative Services Director Katina Hampton presented the item and stated that this public hearing is for the city's tax rate and is in accordance with the Truth in Taxation guidelines as prescribed by the Texas Local Government Code.

Ms. Hampton stated that nothing has changed since the staff delivered the proposed budget in August and noted that the city's no new revenue rate is 45.2977 or 45.30 cents with said no new revenue rate being the tax rate that would bring in roughly the same amount of property tax revenue on properties that were taxed in tax year 2020 and tax year 2021.

Ms. Hampton stated that the city's voter-approved tax rate for this year is 53.779 cents, which is the highest rate that the city could approve without having to place the item on the ballot in November for voter approval. She further noted that the proposed rate or the rate that council proposed in August was the city's current tax rate of 48.7314 cents, which takes into consideration the estimated net taxable value of about 4.2 billion. Ms. Hampton noted that the net taxable value is up about \$278 million from last year as well as the over 65 freeze ceilings and the city's new construction value of about \$76 million. Ms. Hampton noted that all of these would bring in a tax levy of about \$20.7 million and of that amount, \$16.3 million would be for maintenance and operations, and the \$4.3 million obligations for debt service.

Ms. Hampton noted that at the conclusion of the public hearing on the tax rate, the next steps are to adopt the city's budget, the ratification of the tax revenue included in the budget and the adoption of the tax rate to support that budget.

At 7:18 P.M., with there being no one signed up to speak on this item, Mayor Foreman closed a public hearing to receive comments both oral and written regarding the proposed tax rate for fiscal year 2021-2022.

B. Consideration and possible action on a proposed ordinance for the first and final reading approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2021-2022; making appropriations for the city for such Fiscal Year as reflected in said budget and making certain findings and containing certain provisions relating to the subject.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve Ordinance No. 2021-22, Related to Item 7.B., which approves the proposed budget for the fiscal year 2021-2022 be adopted as revised and presented, including revenue projections of \$125,027,521, and expenditure appropriation totaling \$122,652,640. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

7.B.1. Consideration and possible action on the property revenue reflected in the Budget for Fiscal Year 2021-2022, as required by Texas Local Government Code (LGC). Section 102.007(c).

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the ratification of the tax year 2021 property tax revenue to \$20,679,498 reflected on the budget for the fiscal year 2021-2022 as required by the Local Government Code, Section 102.007C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Consideration and possible action on a proposed ordinance for first and final reading providing for the levy and collection of Ad Valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2021, and ending September 30, 2022; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks to approve Ordinance No. 2021-23, related to Item 7.C., which approves the City of Friendswood property tax rate be increased by the adoption of a tax rate of 0.487314, which is effectively a 7.05% increase in tax rate. This tax rate is the same as the current tax rate but less than the voter-approved tax rate. The proposed tax

rate is composed of a maintenance and operations rate of 0.385147 and a debt service rate of 0.102167. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

8. ZONE CLASSIFICATION CHANGE REQUEST TO CHANGE APPROXIMATELY 3.65 ACRES FROM COMMUNITY SHOPPING CENTER TO INDUSTRIAL AT INDUSTRY PARK

- A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition 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 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).**

At 7:22 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and stated that the property in question is currently an undeveloped tract of land. She noted that the front portion of the property is approximately 3.65 acres, that is zoned CSC. Ms. Harbin noted that this part of the rezoning is a result of the staff working with the property owner in order to avoid the Panhandle PUD, and the suggestion is that the developer change the remainder of that tract to industrial.

Ms. Harbin noted that notices for this rezoning were sent out in compliance with state law and published in the local newspaper, mailed out to an estimated fourteen property owner, and a sign was posted on the property. She stated that the Planning and Zoning Commission unanimously recommended the approval of this item with a 6 to 0 vote as one commissioner was absent.

At 7:24 P.M, with there being no one signed up to speak, Mayor Foreman closed the public hearing regarding the rezoning of approximately 3.65 acres of land from Community Shopping Center to Industrial Park.

- B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition 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 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I).**

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to approve the first reading of Ordinance No. 2021-24, regarding the requested zone classification change approximately 3.65 acres out of 18.0137 acres located along FM 2351 (address not yet assigned), the 18.0137 acres more fully described in 4 tracts: 16.592 acres out of and part of Tract B and C of Lot 63 of the Coffman and Hoidale Subdivision, .0918 acres out of and part of Tracts B and C, of Lot 63, of the Coffman and Hoidale Subdivision, and .1119 acres of land out of and part of Division B, of Lot 63 of the Hoidale-Coffman Addition 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 1.218 acres known as Restricted Reserve I within the Partial Plat of Industry Park Friendswood, Film Code 688395, City of Friendswood, Harris County, Texas to change from Community Shopping Center (CSC) to Industrial (I) so that the entirety of the referenced tracts will be zoned Industrial (I). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

9. ZONE CLASSIFICATION CHANGE REQUEST TO CHANGE APPROXIMATELY 1.00 ACRE FROM SINGLE FAMILY RESIDENTIAL TO COMMUNITY SHOPPING CENTER

- A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).**

At 7:26 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and stated that Fire Station No. 2 currently exist on the property as a non-conforming use; and therefore, in order to demolish this building and build a new one, the city must change the zoning classification to Community Shopping Center, which is what is before the Council tonight. Ms. Harbin noted that public notice was given in compliance with the law and there were only five property owners who required written notification of this item. She stated that the Planning and Zoning Commission unanimously recommended approve of this item.

At 7:29 P.M., with no one signed up to speak, Mayor Foreman closed the public hearing regarding the rezoning of approximately 1.00 acres of land from Single Family Residential to Community Shopping Center.

B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first reading of Ordinance No. 2021-25, regarding the requested zone classification change of 1.00 acre located at 2601 W. Parkwood Ave., being a part of the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and also being a part of that certain 357.03 acre tract conveyed by William F. McCord, Trustee, et al to Robert E. Holcomb, Trustee, by deed dated December 23, 1965, recorded in the office of the County Clerk of Galveston County, Texas, File No.1788 to change from Single Family Residential (SFR) to Community Shopping Center (CSC). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

10. ZONE CLASSIFICATION CHANGE REQUEST TO AMEND AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT 2019-37 TO INCORPORATE 26.921 ACRES OF ANNEXED PROPERTY

A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for 183.386 acres of land located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres

consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

At 7:30 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and stated that the 2019 Planned Unit Development encompasses a portion of the subject land and that this item is amending Avalon PUD to incorporate the estimated 26 acres of land to the rest of their development and assign the PUD zoning.

Ms. Harbin noted that they have a new land plan with a new lot count of fifty-four 60-foot lots, a hundred seventy-four 70-foot lots, and sixty-seven 90-foot lots, for a total of two hundred ninety-five. She noted that the phasing remains and there is no change to the regulation matrix. Ms. Harbin further noted that all services and utilities to this will be provided by the City of Friendswood.

Ms. Harbin noted that public notice was conducted in compliance with the law and staff sent out written notices of this hearing to a hundred and thirty-two property owners. The Planning and Zoning Commission gave a positive recommendation with a 6 to 0 vote, with one commissioner being absent. Ms. Harbin stated that the Commission had some discussion about the percentages of lots, but at the end of the day, the Commission agreed that it was the right thing to do. She further noted that another one of the Commission's concerns related to a small number of homes that will be in this development and within the Friendswood city limits was that it will be zone to Cleek Creek ISD and not Friendswood ISD. The Commission suggested that the developer disclosed this information to potential buyers when they sell those lots because they will be driving through Friendswood to get to those Clear Creek ISD lots as there is no other access to areas from League City, Texas.

At 7:35 P.M., with there being no one signed up to speak on this item, Mayor Foreman closed the public hearing regarding the rezoning request to amend Avalon at Friendswood Planned Unit Development 2019-37 to incorporate 26.921 acre of annexed land.

B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve the first reading of Ordinance No. 2021-26, regarding the requested zone classification change located along both sides of future Friendswood Lakes Boulevard/Friendswood Parkway, being 183.386 acres of land consisting of several tracts including 96.944 acres of land in the Mary Fabreau Survey, Abstract No. 69 and 86.442 acres consisting of Tract 1: 59.521 acres of land situated in the Mary Fabreau Survey, Abstract Number 69 and Tract 2: 26.921 acres of land situated in the I&GNRR Company Survey Number 5, Abstract Number 622, all located in Friendswood, Galveston County, Texas, to change from Avalon at Friendswood Planned Unit Development (PUD) 2019-37 (156.4717) and unassigned zoning (26.921 acres) to a revised Avalon at Friendswood Planned Unit Development (PUD) consisting of 183.386 acres. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, and Councilmember Brent Erenwert.

Nays: Councilmember John Scott

The item passed.

11. ZONE CLASSIFICATION CHANGE REQUEST TO REPLACE SPECIFIC USE PERMIT 98-22 WITH A REVISED SPECIFIC USE PERMIT THAT WILL OVERLAY ALL OF THE DESCRIBED PROPERTIES WHICH ARE ZONED SINGLE FAMILY RESIDENTIAL

- A. Conduct a public hearing to receive comments, both oral and written regarding a zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).**

At 7:40 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and stated that the high school is located at this site and the District acquired these additional residential lots that they are incorporating into their campus. Ms. Harbin noted that these improvements are being funded by the District's approved 2020 bonds, but in order to do so, the zoning of these additional lots needs to be corrected.

Ms. Harbin stated that the new site will include a performing arts auditorium, the renovation of the existing auditorium, the fine arts wing, the existing CTE spaces, a new competition gym with storage

and locker rooms, the existing locker room with renovations, and a reconfigured athletic field space. Ms. Harbin showed the council a map of the new campus layout with the proposed amenities.

Ms. Harbin noted that as it relates to the positioning of the new sports fields, the Commission discussed this item at length, which resulted in the PBK architects moving the soccer field to be 40 feet off the property line instead of the original 20 feet. She noted that the District is planning for four future tennis courts, and while they are not actually going to be constructed at this time, staff asked them to go ahead and identify those in their plans. Staff is requiring an 8-foot opaque fence and 10-foot landscape buffer along the property line that is abutting residential lots and encourage them to use as much as the existing trees as they can to provide good screening.

Ms. Harbin stated that the new performing arts center is going to have a fly lock that's going to be 49 feet 11 inches, and this does exceed the 40-foot height for Single Family Residential zoning district, but with the SUP, it is allowed for the school uses.

She noted that the notices were sent out in compliance with state law, and the Planning and Zoning Commission recommended approval with the following conditions, the first two were included in the recommendation before Council and the bottom two were excluded:

- i. Correct fence note on site plan to ensure that an 8-foot opaque fence is constructed along the property line adjacent to 1011 Falling Leaf and 1010 Mustang Drive where the new athletic fields will be constructed.
- ii. Move the proposed soccer field a minimum of 40 feet towards Pride Drive away from 1011 Falling Leaf, as agreed in the meeting.
- iii. Consider constructing sidewalks along Falling Leaf.
- iv. Consider swapping the location of the soccer field and the shot put and discus landing areas to allow more room between the soccer goal and the residential property.

At 7:47 P.M., with there being no one signed up to speak on this item, Mayor Foreman closed the public hearing regarding the rezoning request to replace Specific Use Permit 98-22 with a revised Specific Use Permit that will overlay all the described properties which are zoned Single Family Residential.

B. Consideration and possible action on a proposed ordinance for first reading regarding the requested zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised

Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR).

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve the first reading of Ordinance No. 2021-27, regarding the requested zone classification change for approximately 54.805 acres known as Friendswood High School described as three tracts: 702/800 Greenbriar Dr. (main campus and sports fields) being a 39.166 acre tract of land located in the Sarah McKissick Survey, Abstract Number 151; 1115 Falling Leaf Dr (natatorium) being 7.788 acres also known as Lot 1 Block 1 of the Final Plat of Friendswood High School Expansion; and 1013 Falling Leaf Dr.; 1101 Falling Leaf Dr.; 0 Falling Leaf Dr.; 1014 Mustang Dr.; 1018 Mustang Dr.; 1102 Mustang Dr.; 1108 Mustang Dr. (residential lots for expansion) being approximately 7.84 acres also known as Lots 2, 3, 4, 6, 7, 8 and 9 of Brenham Estates, all in Friendswood, Galveston County, Texas, and more fully described in the backup materials to replace Specific Use Permit (SUP) 98-22 with a revised Specific Use Permit (SUP) to allow NAICS #6111 Elementary and Secondary Schools that will overlay all of the described properties which are zoned Single Family Residential (SFR). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

12. ZONING ORDINANCE AMENDMENTS TO ACCOMMODATE THE DEVELOPMENT OF INDUSTRIAL ZONED PROPERTIES IN THE PANHANDLE AREA

- A. Conduct a public hearing to receive comments, both oral and written regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2. Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.**

At 7:49 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of this item.

Community Development Director Aubrey Harbin presented the item and stated that again, this item is a result of staff working with the property owner for the previous industrial zone change that was done earlier in the meeting. She noted that staff is recommending the addition of the following four uses to the industrial zoning district.

- Section 7.P.6 Permitted Use Table
 - 524 Insurance carriers and related activities
 - 541 Professional, scientific, and technical services
 - 551 Management of companies and enterprises
 - 561 Administrative and support services
- Section 8.I.2 Perimeter landscaping and screening
 - Alternate screening for interior of common developments
- Section 8.J.c. Lighting and glare
 - 5 Foot Candles (FC) interior of common developments
- Section 7.5 Community Overlay District boundary
- COD boundary along FM 2351 (between Clear Creek and Beamer Road) to extend a max 150-foot deep
- Section 20 Definitions
- Common Development

The Planning and Zoning Commission recommended approval of this item with a 6 to 0 vote with one Commissioner being absent and the subcommittee met with the property owner and took their recommendations back to the full commission, so all parties involved are on board with these changes.

At 7:52 P.M., with there being no one signed up to speak on this item, Mayor Foreman closed the public hearing regarding amendments to accommodate the development of industrial zoned properties in the Panhandle Area.

B. Consideration and possible action on a proposed ordinance for first reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2. Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development.

A motion was made by Councilmember Branson and seconded by Council Member Hanks to approve the first reading of Ordinance No. 2021-28, regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to allow NAICS use #524 Insurance carriers and related activities, #541 Professional, scientific and technical services, #551 Management of companies and enterprises, and #561 Administrative and support services as "Permitted" in the Industrial (I) zoning district; amend Section 8.I.2. Perimeter landscaping and screening to allow the Commission to consider alternate screening plans for uses interior to a common development; Section 8.J.c. Lighting and glare to increase the foot-candles allowed interior to common developments; Section 7.5 Community Overlay District (COD) boundary to reduce the COD boundary on FM 2351 from 300 feet to 150 feet from Beamer

Road to Clear Creek; and Section 20. Definitions to add a definition of Common Development. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

13. ZONING ORDINANCE AMENDMENTS TO INCREASE MITIGATION REQUIREMENTS TO PROMOTE PRESERVATION OF EXISTING TREES

A. Conduct a public hearing to receive comments, both oral and written regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

At 7:49 P.M., Mayor Foreman opened the public hearing and requested that staff give the council an overview of the item.

Ms. Harbin presented the item and stated that there was a request to the Commission to look at the city's tree mitigation ordinance. In response, the city's ordinance subcommittee reviewed said ordinance and presented the following recommended changes to the rest of the Planning and Zoning Commission:

- Provide detailed requirements for tree survey
- Offer credit for removal of invasive species
- Allow the Commission to approve alternate landscape plans
- Require mitigation based on tree size (caliper inches)
- Tree mitigation required for class 1 or class 2 trees
- Create three (3) size categories for tree mitigation
- Allow offsite replacement trees to be planted on private, commercial property
- Include a flat rate fee for payment into the "tree fund"

Ms. Harbin stated presented the following chart to show the caliper inch replacement of a protected tree, which she explained would increase the mitigation size of the trees quite a bit:

	<u>On Site Replacement</u>	<u>Off Site Replacement</u>	<u>Minimum Caliper Per Tree in Inches</u>
<u>12" – 24"</u>	<u>100 percent</u>	<u>120 percent</u>	<u>4-inch</u>
<u>24.1" – 36"</u>	<u>100 percent</u>	<u>130 percent</u>	<u>6-inch</u>
<u>Greater than 36"</u>	<u>130 percent</u>	<u>140 percent</u>	<u>8-inch</u>

Ms. Harbin further stated that as it related to the payment in lieu of, the staff doesn't have an established fee for that and they were kind of using the same method that is used for the sidewalk fund, which was an average of three bids. Thus, the city would get one bid from its landscape contractor, the applicant would get two bids, and the rate used would be the average of all three bids. Staff is proposing to establish a fee of \$250 per caliper inch, which is in line with the same fees in the City of Pearland, Texas and the City of League City, Texas as staff reviewed these ordinances and benchmarked Friendswood's requirements with theirs.

Ms. Harbin showed two comparison charts of what a tree mitigation would look like using the trees located at 501 S Friendswood Drive under the existing and proposed criteria:

501 S Friendswood Drive 25 Onsite Trees		
Current Friendswood	75 calipers (25) 3" trees	\$6,250
Proposed Friendswood	330 calipers	\$97,125
City of Pearland	1,026 calipers	\$205,200
City of League City	752.1 calipers	\$262,485

Ms. Harbin noted that staff did not want to deter development in the city, but they did want to increase its mitigation and hopefully encourage people to keep some of the existing trees, which is the intent of the ordinance. She stated that the Commission was in favor of the proposed changes by a 6 to 0 vote with one Commissioner being absent.

City Manager Morad Kabiri stated that a number of people have inquired over the last few weeks on the oak trees recently removed at 501 South Friendswood Drive and noted that the State of Texas prohibits any municipality from establishing ordinances that prohibit a tree from being taken down; therefore, if a private property owner wants to cut down a tree on his/her private property, he/she is entitled to do so. This ordinance is intended to increase the mitigation requirements, but under no circumstance can the city tell someone that he/she cannot tear down a tree on his/her property. Council requested that the city manager send them a copy of the language in state law that supersedes the city's ability to mandate the preservation of trees on private property.

Mr. Kabiri stated, in response to a question from Councilmember Rockey regarding the reasoning by which the staff chose to have less restrictive regulation than that of the City of League City and the City

of Pearland, that the intent of the subcommittee's recommendation was not to discourage development as they felt that in establishing any regulation that was too burdensome, it may discourage commercial growth in this community.

Ms. Harbin stated that staff has heard some comments that the requirements in the City of League City and the City of Pearland are a bit extreme, and the regulations in the City of League City were specific to heritage trees which has resulted in some properties being undevelopable because those trees cannot be touched. She further noted that staff wanted to be middle of the road on this item but stated that the council could increase the fees as they deemed appropriate.

The Council discussed the heritage trees in Friendswood and identified that the heritage trees in Friendswood are on private property, so there are limitations on how the city can protect those trees. Councilmember Branson noted that the Historical Society is going to launch a program to identify heritage trees on private property, much like they did with the Quaker settlement sites, to encourage people to protect these significant and historical oak trees.

The Council consensus was that the regulations should be more stringent but within limits to not discourage development.

At 8:03 P.M., with no one signed up to speak Mayor Foreman closed the public hearing regarding amendments to increase mitigation requirements to promote preservation of existing trees.

B. Consideration and possible action on a proposed ordinance for first reading regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.

Councilmember Scott asked if the ordinance was approved, could the ordinance be brought back with changes to make the requirements more stringent. City Manager Morad Kabiri stated that council was welcome to make modifications to the proposed ordinance tonight or at the second reading, and further noted that if the Council wanted to approve the ordinance as written as a stopgap measure in both its first and second reading, the Council could then come back in a few months to amend the ordinance as needed. Alternatively, the Council could ask for modifications to the ordinance, which would add an additional reading of the ordinance.

The council consensus was that something needed to be approved to bring in new development under more stringent rules than what is on the books now. Mr. Kabiri clarified that despite any action that taken at the meeting, different property owners may already be vested, depending on where they are in their timeline for their project, so this may or may not apply, it just depends on the circumstances.

The Council discussed the calipers mitigation and fees from the Cities of Friendswood, Pearland and League City.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks to amend the proposed ordinance by using the City of Pearland's formula for caliper replacement and costs. The vote was the following:

Ayes: None

Nays: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

The item failed.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks to table the item and return the ordinance to the Planning and Zoning Commission for them to take the information provided by Council and come back at a later time with an amended tree ordinance. The vote was the following:

Ayes: Councilmember Steve Rockey

Nays: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

The item failed.

Mayor Foreman stated that he wanted to go back to the original motion for a vote.

A motion was made by Councilmember Erenwert and seconded by Councilmember Scott to approve the first reading of an ordinance regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: Councilmember Steve Rockey

The item passed.

14. CITY MANAGER'S REPORT

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

City Manager Morad Kabiri presented the item and stated that the numbers in the region have been going up; however, more recently the numbers in Friendswood have gone down a little bit, which is a positive. There have been some COVID related issues with employees that has resulted in anywhere from five to eleven employees out at any given time, which has wreaked havoc on city operations. Therefore, staff has reinstated some internal protocols with regard to social distancing where possible, virtual meetings if they can't socially distance with one another, and to encourage limited conference attendance.

Additionally, Mr. Kabiri noted that, recently, President Biden issued an executive order for a vaccine mandate that is not yet fully developed, as such, staff does not know how this is going to impact the city.

B. Present an update regarding the Mission Lifeline EMS Award.

City Manager Morad Kabiri presented the item and stated that Friendswood EMS, which is a part of the Friendswood Volunteer Fire Department, was recently recognized for the 2021 American Heart Association's Mission: Lifeline Gold Plus for their cardiac response capabilities. He noted that this is the second year in a row that they have been recognized for these capabilities and congratulated them for their success.

C. Present an update regarding receiving a Texas Association of Municipal Information Officers Award.

City Manager Morad Kabiri presented the item and stated that Ms. Katy Blanchard, the city's Multimedia Communications Specialist, won her first-ever first place in TAMIO, also known as, the Texas Association of Municipal Information Officers. The first-place award is referred to as a TAMI, and this is her first, first place award, but her fifth overall. Ms. Blanchard won the TAMI for the Fairy Trail Map.

15. BUSINESS ITEMS

A. Discuss and take possible action regarding RFQ 2021-01 for engineering services for water system improvements.

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to approve RFQ 2021-01 for engineering services for water system improvements. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Discuss and take possible action regarding the naming of a city facility currently known as the Imperial Estates Detention Basin to the Harold L. Whitaker Storm Water Basin.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to approve the naming of a city facility currently known as the Imperial Estates Detention Basin to the Harold L. Whitaker Storm Water Basin. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Discuss and take possible action on the appointments of (i) Ethel Zansler to complete the unexpired term of Mona Palmer which is set to end on November 30, 2022; (ii) Rosie Olivo to complete the unexpired term of Dennis Rundell, which is set to end on November 30, 2023; (iii) Tammy Hill to complete the unexpired term of Yolanda Robles, which is set to end on 11/30/2021; and (iv) Michael Culp to complete the unexpired term of Nancy Mastrofrancesco, whose term is set to end on November 30, 2023, as well as, (v) to appoint Charlene Mizener as a regular member from an alternate on the Friendswood Senior Citizen Advisory Committee.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve the appointments of (i) Ethel Zansler to complete the unexpired term of Mona Palmer which is set to end on November 30, 2022; (ii) Rosie Olivo to complete the unexpired term of Dennis Rundell, which is set to end on November 30, 2023; (iii) Tammy Hill to complete the unexpired term of Yolanda Robles, which is set to end on 11/30/2021; and (iv) Michael Culp to complete the unexpired term of Nancy Mastrofrancesco, whose term is set to end on November 30, 2023, as well as, (v) to appoint Charlene Mizener as a regular member from an alternate on the Friendswood Senior Citizen Advisory Committee. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously

D. Discuss and take possible action regarding ratifying the City Manager's signature on a contract to purchase Lot 19 of Friendswood Forest, a subdivision in Galveston County, Texas known as Abstract 151 S. McKissick Survey, Lot 19, Friendswood Forest and authorize the City Manager to close on said property.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the ratification of the City Manager's signature on a contract to purchase Lot 19 of Friendswood Forest, a subdivision in Galveston County, Texas known as Abstract 151 S. McKissick Survey, Lot 19, Friendswood Forest and authorize the City Manager to close on said property. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

E. Discuss and take possible action regarding ratifying the City Manager's signature on a contract to purchase 706 N. Clear Creek Drive, Friendswood, Texas, also known as Lot 20 of Friendswood Forest, a subdivision in Galveston County, Texas and authorize the City Manager to close on said property.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve the ratification the City Manager's signature on a contract to purchase 706 N. Clear Creek Drive, Friendswood, Texas, also known as Lot 20 of Friendswood Forest, a subdivision in Galveston County, Texas and authorize the City Manager to close on said property. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

F. Discuss and take possible action on the City Hall Studio Project and authorize its related agreement with Ford AV.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve the City Hall Studio Project and authorize its related agreement with Ford AV. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

G. Discuss and take possible action regarding amendments to the City's Appointment Policy for Boards, Committees, and Commissions.

Councilmember Scott stated that in his opinion members of any city board or committee, whether advisory in nature or not should have to be residents of the city. He stated that he encouraged local businesses and the public to attend and participate in the public meetings, but felt it was important that Friendswood residents should make the decisions for Friendswood. He requested that staff bring the policy back, with an amendment that those that are on boards that are not residents in Friendswood will be grandfathered

into their current positions and that at this point going forward, to serve on those committees, must be a Friendswood resident.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to direct the staff to bring forward an item at the next Council Meeting to amend the City's Appointment Policy for Boards, Committees, and Commissions to add a residency requirement for all boards. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

16. RESOLUTIONS & ORDINANCES

A. Consideration and possible action regarding a proposed resolution approving revisions to the City of Friendswood Sports Field Use Policy.

City Manager Morad Kabiri presented the item and stated that the last amendment to the City's sports use facility agreement was done in 2009, and since then there have been quite a bit of changes. He further noted that in that time, staff has been met with some inconsistencies with how youth sports organizations are using some of these facilities; issues included capital improvements or the utilization of parking spaces relative to their fundraising efforts, to name a few.

Mr. Kabiri stated that the policy brings the 2009 Facility Use Policy into compliance with current trends and sets the guidelines or the tone for primary user groups to give Friendswood residents the highest priority on the use of city facilities.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Resolution No. R2021-16, related to Item 16.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Consideration and possible action regarding a proposed resolution dedicating the use of real property as Municipal Park Land and declaring its acceptance and inclusion into Stevenson Park and repealing all other resolutions inconsistent or in conflict herewith.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Rockey to approve Resolution No. R2021-17, related to Item 16.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Consideration and possible action regarding a proposed resolution amending the Planning and Zoning Commission Rules of Procedure.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Resolution No. R2021-18, related to Item 16.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

D. Consideration and possible action regarding a proposed resolution regarding nomination(s) to the Board of Directors of the Galveston County Appraisal District (GCAD) for a two-year term set to begin January 1, 2022, and end on December 31, 2023.

A motion was made by Councilmember Branson and seconded by Councilmember Scott to approve Resolution No. R2021-19, related to Item 16.D nominating Scott Brast and Chad Tessler. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

E. Consideration and possible action regarding a proposed ordinance for the second and final reading of an ordinance for proposed amendments to Appendix C Zoning Ordinance, Section 7.Q.2 "Regulation Matrix - Commercial Districts and Regulation Matrix - Residential Districts" in order to clarify reference notes and Section 7.Q.3 "Area and Height Exceptions" to add an exception for building height.

A motion was made by Councilmember Branson Griffon and seconded by Councilmember Erenwert to approve the second and final reading of Ordinance No. 2021-20, related to Item 16.E. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

F. Consideration and possible action regarding a proposed ordinance for 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 XI" 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.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve the first and final reading of Ordinance No. 2021-30, related to Item 16.F. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

17. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to approve the Consent Agenda, Items 17.A through 17.J, except for Item 17.I, which was pulled by Mayor Pro Tem Griffon. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

- A. Consider authorizing the final acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project at the completion of the contractor's one-year maintenance bond.**
- B. Consider authorizing the acceptance of the 2020-2021 Concrete Street Maintenance Program and initiate the contractor's one-year maintenance program.**
- C. Consider approving the ratification of the City Manager's signature on an agreement with Clear Creek Independent School District for School Crossing Guards.**
- D. Consider approving the ratification of the Mayor and City Manager signatures on an interlocal agreement with the Galveston County Parks & Cultural Services Department for the FY2022 Meal Program.**
- E. Consider accepting the July 2021 tax report.**
- F. Consider approving the minutes of the City Council Retreat held on July 10, 2021.**
- G. Consider approving the minutes of the City Council Regular meeting held August 2, 2021.**
- H. Consider approving the minutes of the City Council Regular Meeting held on July 12, 2021.**
- J. Consider approving a contract with Galveston County Health District for Water Pollution and Abatement Services for 2021-2022 and authorize the Mayor to execute the agreement.**
- I. Consider approving an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program and authorizing the Mayor to execute the contract.**

A motion was made by Councilmember Hanks and seconded by Councilmember Rocker to approve the Consent Item 17.I. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, and Councilmember Brent Erenwert.

Nays: Mayor Pro Tem Robert J. Griffon and Councilmember John Scott

The item passed.

18. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Global Opioid Settlement.**

This item was not taken into executive session.

B. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to discuss the Municipal Judge position.

At 8:40 P.M. Mayor Foreman recessed and convened into an executive session pursuant to Section 551.074 of the Texas Government Code to discuss the Municipal Judge position.

At 8:47 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

19. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

A. Consideration and possible action on a proposed resolution regarding the Global Opioid Settlement.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks approving Resolution No. 2021-20, related to Item 19.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Consideration and possible action regarding the Municipal Judge position.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks approving an annual salary of \$65,000 along with the current stipends for the Municipal Court Judge. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

20. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the September 13, 2021, City Council Regular Meeting at 8:50 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary