

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
NOVEMBER 1, 2021



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, NOVEMBER 1, 2021, IN THE CITY COUNCIL CHAMBERS, CITY HALL, LOCATED AT 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. COUNCIL COMMENTS AND REPORTS

5. PUBLIC COMMENT

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

- A. Receive the annual report from the Senior Citizen Advisory Committee.
- B. Receive the annual report from the Friendswood Historical Society.

7. WORK SESSION TOPICS

- A. Receive and discuss a presentation regarding fee schedule adjustments.
- B. Receive and discuss a presentation from Waste Connections regarding waste collection services.

8. PROPOSED SPECIFIC USE PERMIT ALLOWING NAICS USE #6111 ELEMENTARY AND SECONDARY SCHOOLS FOR THE NEW CLINE ELEMENTARY SCHOOL SITE

- A. Conduct a public hearing regarding a zone classification change request for 11.92 acres located at 1550 West Boulevard, also known as Restricted Reserve A in the Final Plat of West Ranch School Site, a subdivision of 12.07 acres of land located in the John Dickinson Survey, A-9, also being a portion of lots 148-452 of the Slone Subdivision as recorded under Vol. 3 Page 61A, GCMR Galveston County, City of Friendswood, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #6111, Elementary and Secondary Schools for the new Cline Elementary school site.
- B. Consideration and possible action on the first reading of a proposed ordinance regarding a requested zone classification change for 11.92 acres located at 1550 West Boulevard, also known as Restricted Reserve A in the Final Plat of West Ranch School Site, a subdivision of 12.07 acres of land located in the John Dickinson Survey, A-9, also being a portion of lots 148-452 of the Slone Subdivision as recorded under Vol. 3 Page 61A, GCMR Galveston County, City of Friendswood, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #6111, Elementary and Secondary Schools for the new Cline Elementary school site.

9. PROPOSED AMENDMENTS TO APPENDIX B, SUBDIVISION

- A. Conduct a public hearing regarding proposed amendments to repeal in its entirety, Appendix B, Subdivision Ordinance and adopting a new Appendix B, Subdivision Ordinance, Sections I through XVI, incorporating changes pursuant to state law and administrative requirements such as authority and a variance procedure, removing the sidewalk fund option, and other grammatical and format changes.
- B. Consideration and possible action regarding the first reading of a proposed ordinance repealing in its entirety, Appendix B, Subdivision Ordinance and adopting a new Appendix B, Subdivision Ordinance, Sections I through XVI, incorporating changes pursuant to state law and administrative requirements such as authority and a variance procedure, removing the sidewalk fund option, and other grammatical and format changes.

10. PROPOSED FUTURE LAND USE MAP

- A. Conduct a public hearing regarding the repealing of the 2008 Future Land Use Map and adopting a revised Future Land Use Map as part of the City of Friendswood Comprehensive Plan.
- B. Consideration and possible action regarding the first reading of a proposed ordinance repealing the 2008 Future Land Use Map and adopting a revised Future Land Use Map as part of the City of Friendswood Comprehensive Plan.

11. ZONE CLASSIFICATION CHANGE FROM PLANNED UNIT DEVELOPMENT/SPECIFIC USE PERMIT (PUD/SUP) 2007-03 TO DOWNTOWN DISTRICT (DD)

- A. Conduct a public hearing regarding a zone classification change for .8608 acres of land located at 301 Laurel Drive, also known as 161 W. Shadowbend, being Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas, to change from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD).
- B. Consideration and possible action regarding the first reading of a proposed ordinance regarding a requested zone classification change for .8608 acres of land located at 301 Laurel Drive, also known as 161 W. Shadowbend, being Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas, to change from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD).

12. REQUEST FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW NAICS USE #72111 TRAVELER ACCOMMODATION (HOTEL); 30 ROOMS AND SUPPORTED BY 38 PARKING SPACES

- A. Conduct a public hearing regarding a zone classification change for approximately 3.7268 acres located at 306 S. Friendswood Drive and 308 S. Friendswood Drive being 1.666 acres of land known as Reserve A of Friendswood Complex, a subdivision in Galveston County, Texas, according to the map or plat thereof in/under instrument No. 2016031723 of the Official Public Records of Galveston County, Texas; 306 Laurel (aka 161 W Shadowbend Ave) and vacant tract aka 151 W. Shadowbend Ave being .8608 acres known as Lots 1 and 2 of the Final Plat of Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas; and 303 Laurel being 1.2 acres known as Part of Lot Eighteen (18) and all of Lot Nineteen (19), Harvey and Stout Subdivision of Lots Six (6), Seven (7), Eight (8) in Block Two (2) of Friendswood Subdivision in the Sarah McKissick of J.R. Williams League, Galveston County, Texas according to the map or plat thereof recorded in Volume 315, Page 79 in the office of the County Clerk of Galveston County, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD).

- B. Consideration and possible action on the first reading of a proposed ordinance regarding a requested zone classification change for approximately 3.7268 acres located at 306 S. Friendswood Drive and 308 S. Friendswood Drive being 1.666 acres of land known as Reserve A of Friendswood Complex, a subdivision in Galveston County, Texas, according to the map or plat thereof in/under instrument No. 2016031723 of the Official Public Records of Galveston County, Texas; 306 Laurel (aka 161 W Shadowbend Ave) and vacant tract aka 151 W. Shadowbend Ave being .8608 acres known as Lots 1 and 2 of the Final Plat of Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas; and 303 Laurel being 1.2 acres known as Part of Lot Eighteen (18) and all of Lot Nineteen (19), Harvey and Stout Subdivision of Lots Six (6), Seven (7), Eight (8) in Block Two (2) of Friendswood Subdivision in the Sarah McKissick of J.R. Williams League, Galveston County, Texas according to the map or plat thereof recorded in Volume 315, Page 79 in the office of the County Clerk of Galveston County, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD).

13. CITY MANAGER REPORTS

- A. Present an update regarding the City's Fall Haul event.
- B. Present an update regarding the grants awarded to the Friendswood Police Department.
- C. Present an update regarding Friendswood's Safest Cities ranking.

14. BUSINESS ITEMS

- A. Discuss and take possible action authorizing an increase in the monthly contribution rate for the Friendswood Volunteer Fire Department's Pension, the Texas Emergency Services Retirement System and authorizing the City Manager to execute the contract.
- B. Discuss and take possible action regarding the reappointment of Kaye Corey, Betty Moreno, Brent Bell, Dianna Le Nell Hall, Mary Wise, Tammy Hill, and Brandee Fernandez to the Keep Friendswood Beautiful Committee for three-year terms beginning November 2021 and ending November 2024.
- C. Discuss and take possible action regarding the reappointment of David O'Brien and Vickie Hefner to the Senior Citizens Advisory Committee for three-year terms beginning November 2021 and ending November 2024.
- D. Discuss and take possible action regarding the appointment of Lindsey Vaughn for an unexpired three-year term to the Fourth of July Steering Committee beginning immediately and ending November 30, 2023.

15. RESOLUTIONS & ORDINANCES

- A. 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 requirement that members of City advisory boards, commissions and committees be residents or business owners who pay City of Friendswood taxes.
- B. Consideration and possible action on a proposed resolution designating the City of Friendswood representative and alternate to the Houston-Galveston Area Council 2022 General Assembly and Board of Directors.
- C. Consideration and possible action on a proposed resolution authorizing and approving the submission of DR-4572 Hurricane Laura Hazard Mitigation Grant Program Application and designate the Mayor as the authorized official.
- D. Consideration and possible action on a proposed resolution authorizing and approving the submission of DR-4586 Texas Winter Storm Hazard Mitigation Grant Program Application and designating the Mayor as the authorized official.
- E. Consideration and possible action regarding a proposed resolution for an interlocal agreement with Friendswood Independent School District to waive permit and inspections fees for 2020 bond projects and to require third party plan review and inspections for the two new buildings – Cline Elementary School and the Performing Arts Center at the high school.
- F. Consideration and possible action regarding the casting of 100 votes for the purpose of electing person(s) to the Galveston Central Appraisal District Board of Directors for 2022-2023.
- G. Consideration and possible action on the second and final reading of an amended proposed ordinance regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.I.f Preserving Trees to amend the tree mitigation requirements.
- H. Consideration and possible action regarding the first reading of a proposed ordinance approving an amendment to Ordinances No. 2012-04 and 2016-46, to approve an annual rate adjustment for solid waste collection and disposal as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) Solid Waste Franchise. (Waste Connections).
- I. Consideration and possible action regarding the first reading of a proposed ordinance approving an amendment to Appendix D of the Code of Ordinances, City of Friendswood, Texas, to provide for the addition or adjustment of Buildings and Building Regulations Fees, Utility Service Fees, Library Fees, Parks and Recreation Facility Fees, Public Information Fees, and Subdivisions Fees.

- J. Consideration and possible action regarding the first and final reading of a proposed 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 II" 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.

16. CONSENT AGENDA

- A. Consider authorizing a Request for Approval of Proposed Installation of Equipment with American Tower Corporation for the installation of equipment by AT&T Mobility at 1606 Whitaker Drive, Friendswood, Texas, 77546-5403.
- B. Consider approving a 10-year lease agreement renewal for a Tower Site License Agreement by and between Crown Castle and the City of Friendswood for 111 E. Willowick Avenue, Lease No. 40896.
- C. Consider ratifying the City Manager's signature on a lease agreement with Ms. Tanya Langner for City property at 706 N. Clear Creek Drive.
- D. Consider ratifying the Mayor's signature on a Letter of Intent for participation in the Harris County Flood Control District's FM 1959 Detention Basin Project.
- E. Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds for a donation to the Friendswood Historical Society downtown mural project.
- F. Consider accepting the August 2021 tax report.
- G. Consider approving the minutes of the City Council Regular Meeting held October 4, 2021.

17. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect.
- B. Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment of a City Attorney.
- C. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorney regarding contemplated litigation or a matter in which a duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

18. BUSINESS ITEM RELATED TO EXECUTIVE SESSION

- A. Consideration and possible action on a proposed offer of a financial or other incentive to a business prospect.
- B. Consideration and possible action regarding the appointment of a City Attorney.
- C. Consideration and possible action regarding contemplated litigation.

19. 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 28TH DAY OF OCTOBER, 2021, AT 5:30 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: November 1, 2021

Date submitted: 10/05/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Receive the annual report from the Senior Citizen Advisory Committee.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the council to receive the annual report from the Senior Citizens Advisory Committee outlining the past year's projects and events.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021 Annual Report

2021 Annual Report

Friendswood Senior Citizens Advisory Committee

During the first three months of 2021, the staff at the Friendswood Senior Center continued to work as they had been during the 2019-2020 facility shutdown, due to the COVID-19 pandemic. Home delivered meals, calling members to check on them and making sure they heard a friendly voice, virtual Bingo and virtual exercises were just a few of the tasks the staff continued.

Seniors and staff celebrated in June when the center was allowed to reopen. At that time the bus service was again allowed to provide senior citizens with transportation to and from the building and meals were again served to qualified residence.

Memberships at the Friendswood Senior Center continues to be for those 50 years and older. We recently had two of our members turn 100 years of age! There are currently 275 Friendswood resident members and 98 non-residents. Non-residents of Friendswood are welcome to join the program and pay a fee of \$25 for an annual membership.

There is a wide variety of activities available at the Senior Center. Games are a great way for seniors to interact, especially for those who live by themselves. Some of the games played are Hand and Foot (sometimes we add the Knee), Canasta, Mah Jongg, Bridge, Dominoes (42 and Mexican Train) and Bunco. The painting classes are very popular and the artist students display their works in progress at the activity room, for the rest of us to enjoy. Chair volleyball is a fun and popular game, which provides some exercise as well as many laughs, mostly due to the beach ball we use having what seems to be a mind of its own. Another popular game amongst our members is Bingo, which is sponsored by various organizations in the community who provide really nice prizes.

There are several study groups available such as the AARP Smart Driver Safety training, Bible Study and several guest speakers. A table for book exchanges and sharing was recently added.

Exercise is highly beneficial to everyone, especially seniors. We couldn't function without our staff of wonderful volunteers. In addition to the fitness room, seniors participate in Yoga, Chair Yoga, Zumba and several dance classes such as tap, clogging and line dancing.

It has also been great to celebrate some of our regular events outdoors and enjoy the beautiful Stevenson Park. In May we celebrated our first special event since the pandemic closure, Cinco de Mayo, where we had a picnic, played Mexican Bingo, had a Costume Contest and were

entertained by a real Mariachi band. In October we were out again celebrating our annual Fall Picnic at the park.

Our first and only fundraiser this year was hosted in the fall. This was the Christmas in September Arts and Crafts Festival, where we had 25 vendors. Half of the vendors in attendance, have been to this event for many years, and were extremely happy to be back after the long shut down.

Bus trips are very popular. So far this year we have been several times to the Hometown Opry in Pasadena, Newman's Castle and Bakery, Froberg's Farm and lunch at Joe's BBQ, attended two Astro's Baseball games, Schulenburg Chamber of Commerce Painted Churches, the Black Cowboy Museum and the Purple Box Theatre.

The monthly newsletter and calendar are popular, as everyone is always eager to find out what fun and interesting things have been planned. The staff of the Senior Citizens Program do an outstanding job in planning and executing activities. Many thanks go out to Genie Balderaz, Senior Program Manager; Shadey Caraveo-Saldana, Assistant Senior Program Manager; and Myreese (Reese) Woodard, Recreation Aide. They do an outstanding job under the direction of Michael Boyett, Assistant Director of Parks and Recreation. Also, a thank you to Trish Hanks our liaison with the City Council who keeps us well informed about what is going on around the City.

Our senior community continues to grow in Friendswood, and our goal is to reach as many of them to teach them of the many activities, programs, trips and special events offered. These have been physically and mentally beneficial and enriching to many of us already in attendance and we hope to aid the FSCP staff, to spread the word and reach out to those that are not aware of such a wonderful program. The Senior Citizens Advisory Committee looks forward to another entertaining and informative year with the Friendswood Senior Citizen Program.

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: November 1, 2021

Date submitted: 10/27/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the annual report from the Friendswood Historical Society.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 09/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding fee schedule adjustments.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

During the work session, Staff will discuss with Council the following adjustments for building and miscellaneous permits, utility fees and subdivision fees proposed by the Community Development department, library fees proposed by the Library Department, facility fees proposed by the Parks and Recreation Department and public information fees proposed by the City Secretary's Office. Justification for the proposed fees adjustments will be presented. The proposed fee adjustments to be considered are:

- Building permit fees
- Water and sewer impact fees
- Subdivision fees
- Parks and recreation facility fees
- Miscellaneous permit fees
- Water meter fees
- Library fees
- Public Information fees

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proposed fees will ensure that the City of Friendswood's fee structure adequately supports operational costs for the services provided and is comparable to fees charges by neighboring cities.

RECOMMENDATIONS

ATTACHMENTS

1. FY22 FEES ADJUSTMENT PRESENTATION - 11.1.2021

CITY OF FRIENDSWOOD

FEES UPDATE



COMMUNITY DEVELOPMENT SUMMARY

Staff reviewed our processes and evaluated the time required by permit technicians to issue permits and by inspectors to conduct certain inspections to ensure that we are, as accurately as possible, charging fees to compensate for staff time. We also researched fees charged by surrounding cities including Pearland, League City, Missouri City, Sugar Land and Alvin. Our fees remain very competitive in the area and in most cases, we tend to charge less than most for permit and development related fees.

Buildings and Building Regulations



Add (non-refundable) to all building permits fees



Change “Miscellaneous Residential Permits” to “Miscellaneous Permits”



Change “Swimming pools (new)” to “Swimming pools (in-ground)”



Add Swimming pool (above ground) permit - \$125.00



Add resubmittal fee of plans for all miscellaneous type permits (1
-x) - % of original permit

Subdivisions



Change “Conceptual plan” to “Master plan”



Change “Public Infrastructure plan review” to
“Infrastructure Plan Review”



Add Tree mitigation fee (per caliper inch) - \$400.00



Add Plat resubmittal fee - \$200.00

Utilities

Water impact fees and Sewer impact fees were \$1,407 and \$2,820, respectively. The fees have been updated based on meter size as follows:

Meter Size	Water	Sewer	Total
1"	\$1,407	\$2,820	\$4,227
1.5"	\$2,814	\$5,640	\$8,454
2"	\$4,221	\$8,460	\$12,681
3"	\$8,442	\$16,920	\$25,362
4"	\$14,070	\$28,200	\$42,270
6"	\$28,140	\$56,400	\$84,540
8"	\$45,024	\$90,240	\$135,264
10"	\$64,722	\$129,720	\$194,442
12"	\$121,002	\$242,520	\$363,522

Utilities - continued

Added water meter fees (cost per meter based on size and type) as follows:

Meter Size	Manual	Automated	Meter Size
5/8"	n/a	\$287.50	5/8"
1"	\$155.00	\$330.00	1"
1.5"	\$400.00	\$555.56	1.5"
2"	\$500.00	\$680.56	2"
3"	\$2,000.00	\$2,525.00	3"
4"	\$3,000.00	\$3,206.00	4"
6"	\$6,000.00	\$5,325.00	6"

LIBRARY SUMMARY

All Friendswood Library fees are set in accordance with the fee structure of the Galveston County Library System. As new library collections are added, staff researches late fees charged by surrounding library systems to ensure fees are set at a fair and competitive rate. Late fees for specific collections are occasionally reduced as collections grow and patrons have more items to choose from. Fees for lost or damaged items are set to the original library cost of the item to be replaced.

Library

Library fees are being added to Appendix D. The fees are as follows:



LATE FEES

Also in Appendix D: “The city reserves the right to reduce or eliminate any and all library fees or fines for special incentive programs or for item damage due to floods or other natural disaster events.”

<u>LATE FEES</u>	<u>PER DAY</u>	<u>MAX</u>
Audiobooks	\$0.10	\$5.00
Books	\$0.10	\$5.00
CDs	\$0.10	\$5.00
CD Players	\$0.25	\$5.00
DVD/Blu-rays	\$0.25	\$5.00
Hotspots	\$0.25	\$5.00
Interlibrary Loans	\$0.25	\$5.00
Laptops	\$0.25	\$5.00
Launchpads	\$0.25	\$5.00
New Books	\$0.25	\$5.00
Records	\$0.25	\$5.00
Tablets	\$0.25	\$5.00
Take and Makes	\$0.25	\$5.00
Video Games	\$0.25	\$5.00
Projectors	\$5.00	N/A

November 1, 2021

Library - continued



RENTAL FEES

RENTAL FEES

	<u>PER DAY</u>
Projectors	\$3.00



MISCELLANEOUS FEES

MISCELLANEOUS FEES

Credit Card Charge	\$1.25 per transaction
Lost Item Processing Fee	\$5.00
Returned Check Fee	\$35.00

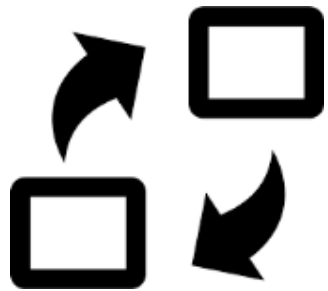


PRINTING FEES

PRINTING FEES

3D Printer	\$0.20 per gram	\$1.00 - Minimum
Poster Printer	\$0.01 per square inch	N/A

Library - continued



REPLACEMENT FEES

<u>LATE FEES</u>	<u>PER DAY</u>
Audiobook Case	\$7.00
Audiobook Case – 10+ Discs	\$10.00
Audiobook Disc Replacement	\$10.00
Book Jacket	\$2.00
CD Jewel Box	\$5.00
CD Jewel Box Front Cover Only	\$2.00
CD Jewel Box (Double)	\$6.00
CD Player Audio Cable	\$5.00
CD Player Case	\$15.00
CD Player Power Cable	\$5.00
CD Player USB Adapter	\$5.00
Digital Audiobook Case	\$10.00

<u>LATE FEES</u>	<u>PER DAY</u>
DVD Case	\$5.00
DVD Case Containing Multiple DVDs	\$6.00
Findaway AC Adapter	\$10.00
Findaway Bumper	\$9.00
Findaway Case	\$8.00
Findaway USB Cord	\$7.00
Lanyard (Playaway)	\$1.00
Lost Book/CD/DVD/Etc.	Replacement cost of item
Media Cover	\$2.00
Playaway Battery Cover	\$1.00
Record Cover	\$1.00
Replacement Library Card	\$0.25

PARKS & RECREATION SUMMARY

Proposed changes are intended to help support program cost. We've researched the fees charged by surrounding cities and even with the proposed increases; our fees would remain very competitive in the area. In most cases, we charge less than most for facility rental fees.

Parks & Recreation

Facility	Old Fees (resident rate)	New Fees (resident rate)	Old Fees (non-resident rate)	New Fees (non-resident rate)
Stevenson Park Pool – Lifeguard fee	\$10.00 per guard/per hour	\$15.00 per guard/per hour	10.00 per guard/per hour	\$15.00 per guard/per hour
Renwick – Daily rates	\$25 per hour/per field	\$20 per hour/per field	\$25 per hour/per field	\$40 fee per hour/per field
Renwick – Evening rates (5:30-11:00 p.m.)	\$35 per hour/per field	\$30 per hour/per field	\$35 per hour/per field	\$50 per hour/per field
Centennial Park Fields (Daily rates)	n/a	\$20 per hour/per field	n/a	\$40 fee per hour/per field
Centennial Park Fields- Evening rates (5:30-11:00 p.m.)	n/a	\$30 per hour/per field	n/a	\$50 per hour/per field
Corporal Steven Schulz Park Fields (Daily rates)	n/a	\$20 per hour/per field	n/a	\$40 fee per hour/per field
Corporal Steven Schulz Park Fields Evening rates (5:30- 11:00 p.m.)	n/a	\$30 per hour/per field	n/a	\$50 per hour/per field

Added “For any facility rental over 75+ people and/or alcohol, an additional security fee will be added of \$55 per hour, per officer at minimum of 3 hours.”

CITY SECRETARY SUMMARY

Proposed changes set the City's fees for the reproduction of public records across the organization in compliance with state law.

City Secretary

Public Information Fees – Added to Appendix D

All other charges not specifically mentioned in this subsection shall be the same as those provided in the schedule of fees adopted by the state general services commission in 1 T.A.C. 111.61-111.70; and the definitions and procedures contained in such subsections are hereby adopted by the city

Personnel charges in excess of 36 hours. Notwithstanding any provision contained herein to the contrary, any requestor of public information will be charged personnel costs in accordance with V.T.C.A., Government Code, 552.275 for all time in excess of 36 hours spent by personnel of the city in producing public information to a requestor during a 12-month period commencing on October 1 of each year.

Standard paper copy		\$0.10
Nonstandard paper copy:		
a.	Diskette	\$1.00
b.	Magnetic tape	Actual cost
c.	Data cartridge	Actual cost
d.	Tape cartridge	Actual cost
e.	Rewritable CD (CD-RW)	\$1.00
f.	Non-rewritable CD (CD-R)	\$1.00
g.	Digital video disc (DVD)	\$3.00
h.	JAZ drive	Actual cost
i.	Other electronic media	Actual cost
j.	VHS video cassette	\$2.50
k.	Audio cassette	\$1.00
l.	Oversize paper copy (e.g.; 11 x17, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50
m.	Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)	Actual cost
n.	Postal-related expenses necessary to transmit reproduced documents to the requesting party	Actual cost
o.	Duplicate originals or certified copy of a release given by the City	\$25.00
p.	Police accident reports	\$6.00
q.	Certified police accident report	\$11.00
r.	Certified copies (unless specified otherwise in this section)	\$5.00

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 09/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation from Waste Connections regarding waste collection services.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In April 2012, the City and Waste Connections (formerly doing business as IESI then Progressive Waste Solutions) entered into an agreement for refuse collection and disposal services. This agreement allowed for a 5-year extension which was approved by City Council on January 9, 2017. The agreement extension expires March 31, 2022. At which time, the City may (1) conduct a Request for Proposals for solid waste management services or (2) enter a new franchise agreement with Waste Connections for solid waste management services.

Chris Robert, District Manager with Waste Connections, will be present for the work session portion of the November 1, 2021 City Council meeting to provide a service status update, interest in continuation of service and future service vision.

The annual rate adjustment allowable in the City's current franchise agreement with Waste Connections is on the agenda for Council consideration tonight.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Council and staff will have an opportunity to discuss current conditions, service options and Waste Connections' interest in entering a new franchise agreement with the City for solid waste management services.

RECOMMENDATIONS

None

ATTACHMENTS

1. Friendswood Presentation

City Of Friendswood





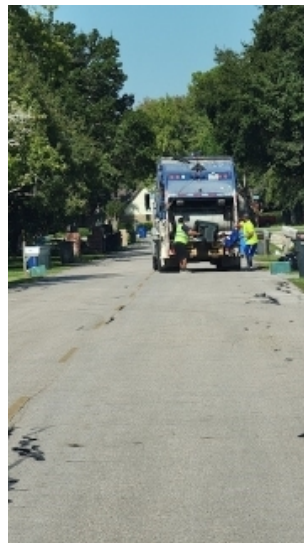
Supporting Our Communities



WASTE CONNECTIONS OF TEXAS
Connect with the Future®



Friendswood Team





17yrs of Dedication to the Friendswood Community



WASTE CONNECTIONS OF TEXAS
Connect with the Future™



3rd Eye: Live GPS Location

- Fleet Tracking
- Real Time GPS
- Historical Breadcrumb
- Speed History
- Google Maps

Fleet Show Change Service

Vehicle	Division	In Service	Driver	Speed	Last Contact	Last GPS Fix
FL2408	Houston Hauling (5120)	Y	Octavio Martinez	0	02/21/17 03:49:34 PM	02/21/17 03:49:34 PM

Division: Vehicles (comma-separated names/numbers): In Service:

Location Address: City: State: Zip: Range: Date: Time: Within (+/-): Apply Filter Clear

Legend: ▶ Moving ■ Idling ● Stopped Idling/Stopped for: ▶ 0-2 Min ▶ 2-10 Min ▶ 10-30 Min ▶ 30+ Min

Map Satellite

FL2408
Driver: Octavio Martinez
Speed: 35.02 mph
Engine running for 0+ seconds
Last Contact: 02/21/17 03:49:02 PM
Address: 9216-9306 North Sam Houston Pkwy E, Humble, TX 77396, USA
Position: 29.93425147, -95.25198223

PARK AT STONE CREEK
Grace Church of Humble
FALL CREEK
EAGLE CREEK
The Fall Creek Sports Complex
Garner's Bayou



WCN Route Book


Stops

 HOME
  SUSPEND
  MESSAGES (0)
  WORK ORDERS (0)
  SETTINGS (V-2-0-1-1 / 10)

 Search Stops	 Run Work Order	 Start Load	 End Load	 Dump Load
1 27370 OAK RIDGE SCHOOL RD, CONROE, TX, 77385 CISD HOUSER INTERMEDIATE	1 27370 OAK RIDGE SCHOOL RD, CONROE, TX, 77385 CISD HOUSER INTERMEDIATE 7702650-038 ACTIVE E 1 X 8 YARD - C - FRONTLOAD NO STOP COMMENT			
2 27330 OAK RIDGE SCHOOL RD, CONROE, TX, 77385 CISD OAK RIDGE HIGH				
3 27310 OAK RIDGE SCHOOL RD, CONROE, TX, 77385 CISD OAK RIDGE 9TH GRADE CAMPUS				
4 19675 I-45 SOUTH, CONROE, TX, 77385 CISD OAK RIDGE ELEMENTARY	 Serviced	 Not Out	 Not Serviced	
5 19075 I 45 SOUTH, SHENANDOAH, TX, 77385 PORTOFINO				
6 19115 DAVID MEMORIAL DR, SHENANDOAH, TX, 77385 CISD WOODFOREST STADIUM Idle  Down  Up Serviced 0 / 68	 Photos	 Extras	 Notes	
	 Previous Stop	 Directions	 Next Stop	

Take all limits



Automated side load





1. Less Waste Loss

While skilled manual collectors can often pick up waste quickly and with little spillage, no one is perfect. When working with the proper bins, automated trucks pick up waste with less potential for spillage or loss. Not only does this lead to cleaner streets, but it also means that your crews waste less time stopping to pick up trash that may have fallen onto the road.



2. Increased Safety

It's not surprising that loading is one of the most dangerous jobs in an already hazardous profession. Loaders must work outside of the truck and can come into contact with potentially unsafe waste items. With collection workers suffering an injury rate nearly double the national average, innovations that help to make this vital work safer should always be a top priority. Automated side loaders are much safer.



3. Improved Efficiency

With a skilled operator, an automated side-loading truck can collect waste more quickly and efficiently than a manually-crewed vehicle. More efficient pickup means that your company can collect from a greater number of bins with a fewer number of routes, saving you time and money. Combined with the reduced crewing costs, higher-efficiency vehicles can drastically reduce overall operating costs.



CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Original Data Value

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	250.794	253.703
2021	255.296	256.843	258.935	261.237	263.612	266.412							260.389	

15.358

6.12%PI



Reference	Svc_Code_Alpha	Auto Bill Cycle	Amount	PI %	PI AMOUNT	NewRate	NewTotal
BAG SERVICE	RESBAG1W1	MONTHLY ARREARS	12.32	3%	\$ 0.37	\$ 12.69	\$ 161,906.61
18 GAL RECYCLE	RESRECWBIN	MONTHLY ARREARS	2.43	3%	\$ 0.07	\$ 2.50	\$ 23,777.55
96 GAL REC CAR	RESRECWBIN	MONTHLY ARREARS	3.54	3%	\$ 0.11	\$ 3.65	\$ 11,888.30

\$ 14.76 Current Residential Rate \$ 15.19 New Residential Rate

Old Resi Price	\$14.76
New Resi Price	\$15.19
Increase	\$0.43
PI %	3%

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: November 1, 2021

Date submitted: 09/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a zone classification change request for 11.92 acres located at 1550 West Boulevard, also known as Restricted Reserve A in the Final Plat of West Ranch School Site, a subdivision of 12.07 acres of land located in the John Dickinson Survey, A-9, also being a portion of lots 148-452 of the Slone Subdivision as recorded under Vol. 3 Page 61A, GCMR Galveston County, City of Friendswood, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #6111, Elementary and Secondary Schools for the new Cline Elementary school site.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This particular school site in West Ranch was planned as part of the Planned Unit Development in 2004. Once the development permitted 750 houses, the developer was required to dedicate the property to Friendswood Independent School District. Part of the 2020 bond package for FISD approved by the voters included constructing a new elementary school at this site to replace the existing Cline Elementary School located at 505 Briarmeadow Ave.

The new elementary school has been designed by PBK Architects and FISD officials. Traffic circulation will be kept within the property throughout the drives rather than causing cars to stack up on the local streets. A Traffic Analysis was submitted to justify the reduced parking and traffic flow, which was approved by the City Engineer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A new elementary school will serve the community well. This project has been planned by FISD for quite some time and funds for the project were approved by the voters in 2020.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 4-1 (Commissioner Sasson opposed; Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change. See attached Recommendation Memo for full recommendation.

ATTACHMENTS

1. Application_Cline Elementary SUP

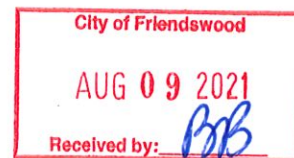
2. Deed_Cline Elementary SUP
3. Plat_West Ranch School Site
4. Aerial Map_Cline Elementary School Campus
5. Location Map_Cline Elementary School Campus
6. Zoning Map_Cline Elementary School Campus
7. Rezoning Report Cline Elem SUP Aug 2021
8. Cline Elem Final Plans 10-7-2021
9. PZ Rec Memo Cline Elem SUP 10-19-2021



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: 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) #: U111

PROPERTY IDENTIFICATION:

Address: On Friendswood Lakes Blvd & West Blvd

Platted Land – Plat Name: West Ranch School Site Lot: 0 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Friendswood Independent School District Phone: 281-482-1267

Owner's Mailing Address: 302 Laurel Drive

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

Owner's Email Address: ekreiter@fisd12.net

AGENT'S NAME : PBK Architects, Inc. 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: jay.kim@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: 8-6-21

Agent's Signature: [Signature] Date: 8-6-21

Received By: BBennett

Date of Public Hearing: 9-9-21, 10-4

Property Owner Notices: 8-27-21

Application Number: PUD-2021-0042

Received Date: 8-9-2021

Newspaper Notice: 8-16-21

Sign on Property: 8-27-21

DEED OF GIFT
WEST RANCH SCHOOL SITE

Date September 12, 2016

Grantor Autumn Creek Development, Ltd.

Grantor's Mailing Address
681 Greens Parkway, Suite 220
Houston, TX 77067

Grantee Friendswood Independent School District

Grantee's Mailing Address
302 Laurel Drive
Friendswood, Texas 77546

Consideration
Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged.

Property
The surface estate of 11.92 acres and being all of Restricted Reserve "A" of West Ranch School Site according to the plat thereof recorded December 18th, 2015 under Clerk's File No 2015077521 of the Real Property Records of Galveston County, Texas, and more particularly described on Exhibit "A" attached hereto.

Matters Affecting Conveyance and Warranty

1. The exception and reservation of all oil, gas and other minerals in, on and under the Property, which minerals were excepted and reserved by predecessor or predecessors in title of Grantor, and which exception is made in favor of present owner or owners of such minerals as their interests may appear of record in Galveston County, Texas.
2. All rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of the West Ranch Management District ("WRMD"), within whose jurisdiction the Property is located in its entirety.
3. The Property is and shall be subject to those covenants, conditions, and restrictions contained in the "Protective Covenants" attached hereto as Exhibit "B" and made a part hereof for all purposes to the same extent as if fully set out in length herein.
4. By virtue of the Supplementary Declaration of Covenants, Conditions, and Restrictions and Annexation of West Ranch School Site into the jurisdiction of the West Ranch Community Association executed by Grantor and recorded under File No. 2016033043 of the Real Property Records of Galveston County, Texas, the Property is and shall be subject to that Restated and Amended Declaration of Covenants, Conditions, and Restrictions for West Ranch ("Declaration") executed by Grantor and recorded under File No. 2012007855, of the Real Property Records of Galveston County, Texas, reference to which instrument is here made for all purposes. For so long as Grantee owns the Property, the Property shall be considered an exempted property and will not be subject to regular and special assessments provided for in the Declaration or other governing documents of the West Ranch Community Association. Furthermore, Grantor and Grantee hereby agree that to the extent that the

provisions, terms, and conditions of the Declaration and/or the governing documents of the West Ranch Community Association are more restrictive to Grantee than the provisions and Protective Covenants set forth in this deed, the provisions and Protective Covenants in this deed shall control. To the extent Grantee is required to obtain approvals pursuant to the Declaration, the Protective Covenants in this deed, and/or the governing documents of the West Ranch Community Association, Grantor, and not the community association, shall retain the right to grant such approvals to Grantee.

5. This conveyance is a gift by Grantor to Grantee, and the consideration for the conveyance shall be the mutual benefits derived by each party from this conveyance and Grantee's adherence to the requirements to the terms of the grant.
6. This conveyance is subject to all matters of record in Galveston County, Texas, validly subsisting against and affecting the Property on this date, except prior conveyances and monetary encumbrances. The entire mineral estate in the Property has been reserved by Grantor's predecessors in title.
7. Grantor reserves, together with the right of assignment in whole or in part, multiple easements on and along the boundaries of the Property for utility lines and for drainage, for public and private purposes without joinder of Grantee; provided, however, that any such use shall not unreasonably interfere with Grantee's use of the Property as a public school and related or ancillary operations or any other rights specifically granted to Grantee herein. Such easements include (but are not limited to) easements for underground electrical distribution, natural gas transmission, telephony, cable television and similar services.
8. All improvements on the Property shall be constructed, maintained, repaired and/or replaced to appear and remain in good condition. The Property shall be kept at all times in a sanitary, healthful and attractive condition. No portion of the Property or the improvements shall be used for the exterior storage of materials or equipment without screening of the materials or equipment.
9. Notwithstanding any other term of this Deed of Gift, if following construction and initial commencement of public school and related or ancillary operations, the property ceases to be used for the purposes stated above for a consecutive period of twelve (12) months, except in the event of a force majeure event that interrupts Grantee's use, or in the case of reconstruction activities related thereto, title to the Property may, at Grantor's sole election and upon written notice to Grantee, revert to and become vested in Grantor; provided, however, that all restrictive covenants of this Deed of Gift shall cease to exist and be of no further force or effect with respect to the land to which title reverts in Grantor, and further provided that Grantor shall reimburse Grantee (no later than the date of such reversion) for the depreciated value of improvements, to the extent necessary to avoid a gift of public funds by Grantee.
10. It is not the intent of the Grantor or Grantee, or Grantor's or Grantee's successors or assigns, to provide third party beneficiary status or right of enforcement to any resident or any other entity that is not a party to this Deed. Grantee has the sole discretion to determine, impose, and enforce regulations related to the use and maintenance of the Property subject to this Deed; provided, however, that this restriction shall in no manner diminish the rights that Grantor has reserved in this Deed.

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the effect of confirming or recognizing the validity of any instrument or right which had, on or immediately prior to this date, expired or lapsed by its terms or otherwise.

The reservations, conditions, covenants, exceptions and restrictions set out in this Deed of Gift and the obligations that are the undertakings of Grantee and its successors and assigns recited in this Deed of Gift shall be covenants running with the land and shall be binding on Grantee and its successors and assigns.

For the consideration and subject to the reservations, conditions, exceptions and other matters set out in this Deed of Gift, including the Matters Affecting Conveyance and Warranty, Grantor grants and conveys the property to Grantee, together with all in singular the rights and appurtenances thereto and any wise belonging, to have and to hold unto Grantee, and Grantee's successors and assigns for as long as the conditions of this Deed of Gift are satisfied. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and to Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the Matters Affecting Conveyance and Warranty, when the claims are by, through and under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns shall include the plural. Titles used in this Deed are used for convenience only and shall not limit or affect the content.

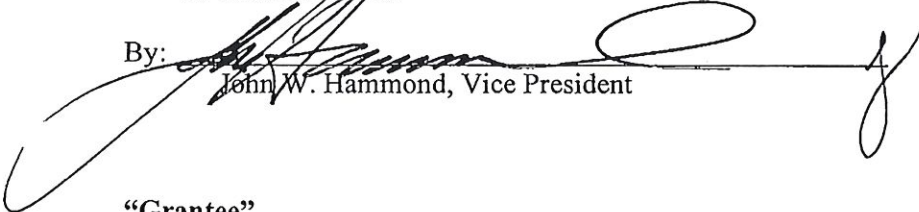
It is expressly agreed that the Grantor makes no warranty, either express or implied, as to the physical condition of the property and/or premises and/or improvements herein conveyed. The property and premises and any improvements are conveyed in "AS IS CONDITION", after inspection by Grantee. This provision is part of the consideration for the execution of this Deed of Gift by the Grantor herein and such Warranty Deed would not have been executed but for this provision. The recordation of this instrument by Grantee, or anyone acting on its behalf, conclusively evidences the acceptance of this conveyance subject to the provisions of this paragraph.

The reservations, covenants, and restrictions set forth in this deed shall be covenants running with the land for the benefit of Grantor and shall be binding on Grantee, its successors and assigns. Grantee has executed this Deed of Gift for purposes of acknowledging acceptance of this instrument and to evidence its assent to the terms and provisions of the instrument.

"Grantor"

AUTUMN CREEK DEVELOPMENT, LTD.
a Texas limited partnership

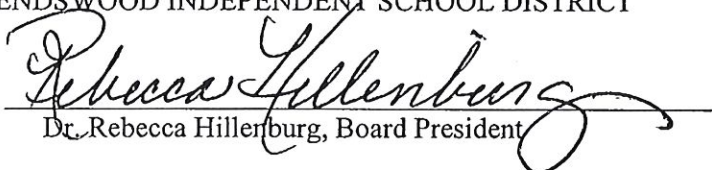
By: Lennar Texas Holding Company, a Texas Corporation,
its General Partner

By: 

John W. Hammond, Vice President

"Grantee"

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

By: 

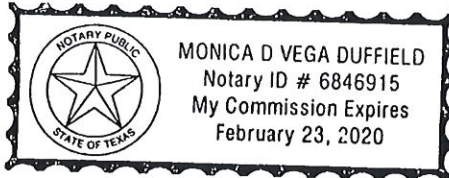
Dr. Rebecca Hillenburg, Board President

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on August 22, 2016 by John W. Hammond, Vice-President of Lennar Texas Holding Company, a Texas corporation, as General Partner of Autumn Creek Development, Ltd., on behalf of said limited partnership.



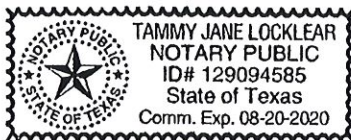
Monica D Vega Duffield
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Galveston

§
§
§

This instrument was acknowledged before me on September 12, 2016 by Dr. Rebecca Hillenburg, Board President of Friendswood ISD, a public school district on behalf of said corporation.



Tammy J Locklear
Notary Public, State of Texas

After Recording please return to:
Friendswood Development Company
681 Greens Parkway, Suite 220
Houston, TX 77067
Attn: Monica Vega-Duffield

PROPERTY DESCRIPTION

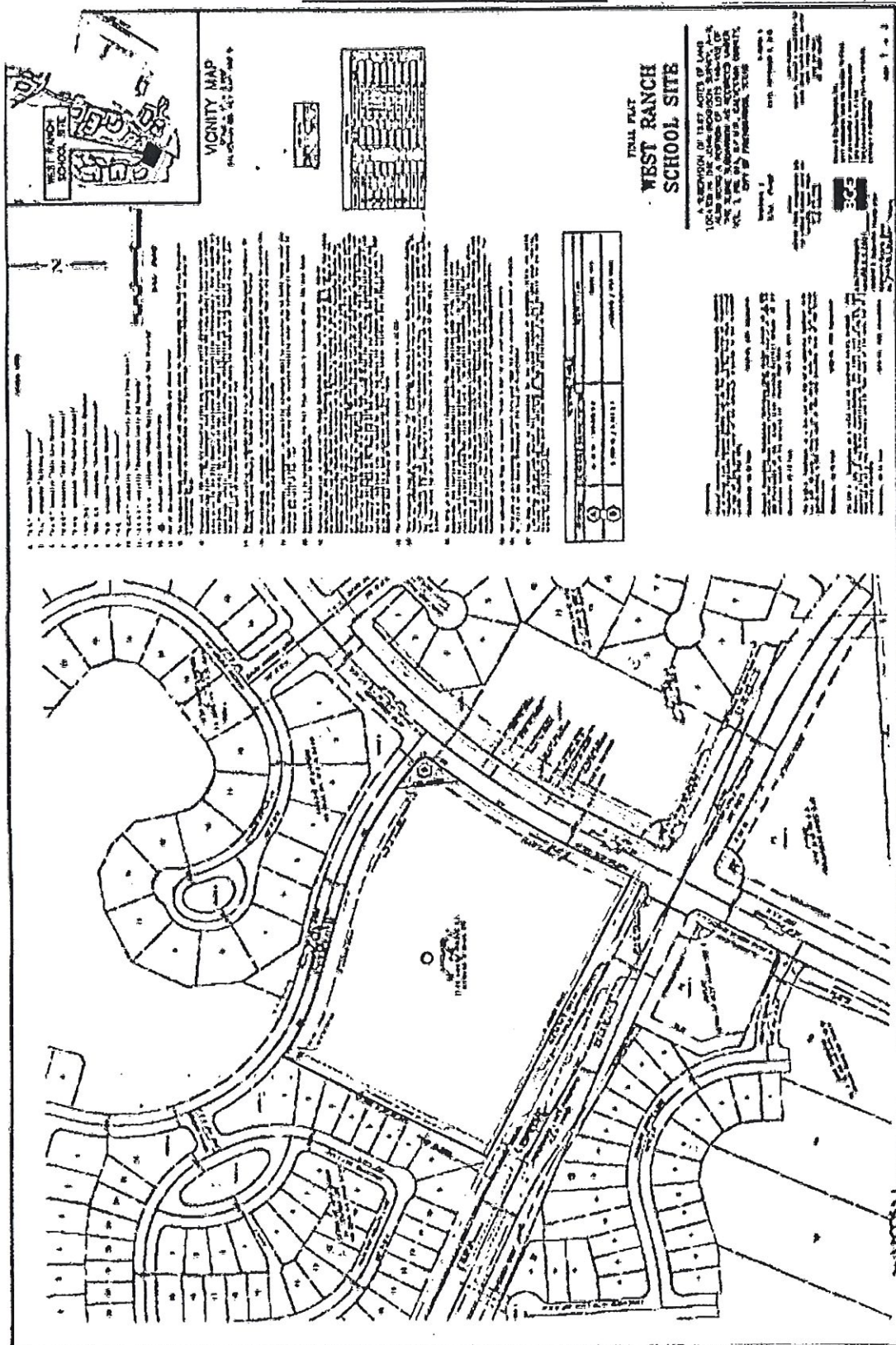


EXHIBIT "B"

PROTECTIVE COVENANTS

The Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the covenants, conditions and restrictions hereinafter set forth (the "Protective Covenants"), all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding upon all parties, now and in any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which such right, title or interest is or may be acquired; provided, however, these Protective Covenants shall cease to exist and be of no further force or effect any time that title to the Property is revested in Grantor, its successors or assigns. These Protective Covenants may only be amended by written agreement between Grantor and Grantee, their successors or assigns

1. Use. The Property may be used in whole or in part for Public Educational Facility use, and other related or ancillary uses, including facilities customarily incident thereto, but for no other purpose or purposes, provided however, from and after 30 years from the date of conveyance of the property from Grantor to Grantee, the Property may be used in whole or in part as a church or other religious use, private or public school, or recreational facilities, but only so long as all buildings, structures, additions, signs and other improvements erected or maintained thereon (i) shall be in harmony of design with, the buildings, structures, additions, signs, and other improvements if any, located on adjoining Properties, and (ii) shall be in conformance with these Protective Covenants.

2. Offensive and Prohibited Uses. No use of the Property shall be permitted which is illegal, or offensive (except to the extent conducted in connection with Grantee's educational programs) in the reasonable opinion of Grantor by reason of odor, fumes, dust, smoke, noise, or pollution, or hazardous by reason of excessive danger of fire or explosion. In addition, no activity or use shall be permitted on or with respect to any part of the Property which is, in Grantor's reasonable opinion, obnoxious to or out of harmony with the development of the immediate community in which the Property is located, including, but not limited to, the operation of (a) a garage, gasoline service station or other establishment for the sale of motor fuel or other petroleum or energy products; (b) an automobile, truck or heavy equipment sales or rental facility; (c) a car wash; (d) a convenience store, (e) multifamily for rent or ownership; (f) any trailer court, junk yard, scrap metal yard or waste material business; (g) a tattoo or body piercing establishment; (h) a drive through fast food establishment; (i) automobile repair facilities, tire repair or replacement facilities, and other automotive related service facilities including muffler shops or express lube shops; (j) an auction house or flea market; (k) an office for the practice of veterinary medicine if the operation includes the use of kennels, runs, or any other related facilities located outside the building (veterinary practices dealing with large animals such as cattle and horses are specifically prohibited); (l) a kennel or business involving the boarding of animals, except in connection with an office for the practice of veterinary medicine, as described in (j) above; (m) a dry cleaning plant or operation where dry cleaning of clothes is done on-site, (n) an amusement or game room; (o) pharmacy; (p) storage or other warehouse facility; (q) funeral home or mortuary; (r) cellular/communications tower; (s) a tower site, or (t) an "adult" bookstore, theater, studio, parlor or other facility, any of which show on-premise X-type rated or unrated pornographic motion pictures or video films or provide forms of entertainment appealing to the prurient interests of the general public or would otherwise diminish the reputation or alter the family-oriented character of the community in which the Property is located. No building, structure, addition, sign, or other improvement shall be erected, maintained, or permitted upon any portion of the Property that would be used for the aforesaid offensive and/or prohibited uses.

3. Grantor Approval Required. No building, structure, addition, permanent sign, or other improvement may be constructed, remodeled, replaced or altered in any manner on the Property until the exterior site plans, exterior elevations and exterior specifications (including, and only to the extent related to, site layout, building and sign location, building material, dimensions, elevations, grading and drainage

plans, utility layout, the design and color scheme of all permanent signs, site and off-street parking of vehicles, landscaping and exterior lighting) have first been submitted to and approved in writing by Grantor, which approval shall not be unreasonably denied, delayed, conditioned, or withheld. Such approval shall be to (a) insure compliance with these Protective Covenants and with Grantor's Development Guidelines for West Ranch (the "Development Guidelines") adopted and promulgated and amended from time to time by Grantor for said Property and other commercial properties in the West Ranch area; and (b) confirm the quality of materials, color, harmony of external design with existing and proposed structures, and the location and finish grade elevations of the improvements with the surrounding topography. Grantor agrees that Grantee shall not be required to implement any exterior features which unreasonably deviate from typical school construction specifications or which unreasonably exceed typical school construction budgets. Nothing herein shall be construed as prohibiting Grantee's right and obligation to accommodate student enrollment, as required by state law, with necessary temporary buildings.

Reference is here made to the Development Guidelines for all construction, replacement or material alteration of any building, exterior structure, sign, exterior addition, or other exterior improvement, which Development Guidelines may be amended from time to time by Grantor. The construction, remodeling, replacement or material alteration of any building, exterior structure, exterior addition, sign or other exterior improvement shall comply with the Development Guidelines as they now exist or as they may hereafter be amended. However, such amendments shall not retroactively apply to existing improvements.

Approval of plans and specifications by Grantor is only for the purposes above described and specifically, but without limitation, shall not be construed as any representation by Grantor as to, or responsibility for, design or quality of improvements or the ultimate construction thereof. Any and all plans and specifications submitted to Grantor which have not been disapproved within thirty (30) days after the date of submission shall for all purposes be deemed to have been approved.

4. Open Spaces. At the time of development, all open space must be landscaped and shall have an irrigation system installed along the landscape setbacks, all in accordance with plans approved by Grantor.

5. Setbacks. Minimum building and parking setbacks shall be as follows (measured from the property line):

	<u>Building</u>	<u>Parking</u>
From West Ranch Blvd	50'	35'
From Pleasant Hill Dr	75'	35'
From all other property lines	30'	30'

No parking areas and/or paved area for vehicular circulation (except driveways which directly access a public right-of-way) shall be located within any setback area. Existing trees and landscaping located within building and parking setback areas or adjacent street right-of-way shall be fenced during construction activity in order to preserve such existing landscaping. The location of such fencing and access areas shall be subject to written approval by the Grantor. Access to the property across the setback areas for construction purposes shall be restricted to the areas designated for permanent driveway access, which are subject to review and approval by the Grantor and applicable governmental authority prior to commencement of construction. Notwithstanding anything contrary herein, there shall be no minimum setback requirement from any adjoining property owner by Grantee.

6. Building Height. All buildings and improvements erected on the Property shall be limited to a maximum of two stories in height which shall not extend more than 40' from the slab.

7. Parking Requirements. Automobile parking spaces, sufficient in number for all employees and customers/visitors, shall be provided on-site, and all parking areas shall be internally drained, curbed and paved. Maximum parking requirements/spaces shall be in accordance with minimum parking requirements for the Property's specific use as defined by the City of Friendswood.

8. Outside Storage. All utility/service system components and trash pick-up stations shall be integrated with the building or screened by a fence or wall of compatible materials not less than eight (8') feet high. The utility/service system components and trash pick-up stations shall not be visible above such screening.

9. Grading and Drainage. Grantee shall comply with any requirements imposed by authorities having jurisdiction for the collection of storm water, and will divert its storm water through underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project.

10. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of parapet wall. Such screening and/or parapet wall shall be equal to or greater than the height of the roof top mechanical equipment. **All power transformers shall be ground mounted and screened from public view by fencing or landscaping.**

11. Underground Utilities. All electrical service, pipe, conduit, cable, or lines for water, gas, sewage, drainage, or steam shall be installed and maintained below grade.

12. Exterior Illumination. Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas, recreational areas and walkways and shall not produce glare or splashover on adjacent streets or properties.

13. Variances. Grantor has the exclusive right and hereby retains the exclusive right to approve variances or otherwise change, rescind, or modify these Protective Covenants (except in a manner that would be more restrictive to Grantee) where in Grantor's judgment, any such variance will not adversely affect the development of West Ranch.

14. Assignment. Grantor has and hereby retains the right to assign, in whole or in part, its rights hereunder, including, but not limited to, the right to approve or disapprove plans and specifications and the right to grant deviations. In the event Grantor elects to assign such rights, such assignment shall be evidenced by an instrument in writing, executed and acknowledged by Grantor and Grantee, and filed in the appropriate Real Property Records of Galveston County, Texas.

15. Severability. Invalidation of any one of the covenants, conditions or restrictions of these Protective Covenants shall not affect any other provision, which shall remain in full force and effect.

16. Binding Effect. These Protective Covenants shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

17. Governing Law. These Protective Covenants shall be governed by and in accordance with the laws of the State of Texas.

18. Terminology. The captions beside the numbered Paragraphs herein are for convenience only and shall not limit, enlarge, modify, or otherwise affect these Protective Covenants in any manner whatsoever. Whenever required by the sense and circumstances of the context of these Protective Covenants or of any deed which these Protective Covenants have been made a part thereof, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

19. Performance. Any obligations hereunder are performable in Galveston County, Texas and any and all payments that are made hereunder are to be made in Galveston County, Texas.

FILED AND RECORDED

Instrument Number: 2016062803

Recording Fee: 58.00

Number Of Pages: 10

Filing and Recording Date: 10/12/2016 3:04PM

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.*

- "U.E." indicates "Utility Easement".
- "B.L." indicates "Building Line".
- "W.L.E." indicates "Water Line Easement".
- "W.M.E." indicates "Water Meter Easement".
- "F.H.E." indicates "Fire Hydrant Easement".
- "SAN. S.E." indicates "Sanitary Sewer Easement".
- "STM. S.E." indicates "Storm Sewer Easement".
- "D.E." indicates "Drainage Easement".
- "A.E." indicates "Aerial Easement".
- "G.C.C.F." indicates "Galveston County Clerk's File Number".
- "G.C.M.R." indicates "Galveston County Map Records".
- "O.P.R.O.R.P." indicates "Official Public Records of Real Property".
- "●" indicates a proposed Streetlight.
- All of the pipelines and pipeline easements are shown hereon.
- The finished floor elevations of all structures shall be located above the Base Flood Elevation (established by FEMA) as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
- Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required, they shall be a width of not less than four (4) feet and comply with Federal, State and Local requirements. The Developer shall cause the installation of: a six foot (6) sidewalk along the north side of Friendswood Lakes Boulevard and along the south side of Pleasant Hill Dr. (Per recorded plat of Sierra at West Ranch Section One).
- The subject property is located within City of Friendswood Planned Unit Development Ordinance No. 2004-20, adopted February 7, 2005 and is subject to all regulations contained therein.
- No residential, commercial, or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than fifty (50) feet to any pipeline except low pressure distribution system pipelines.
- No residential, commercial, or industrial structure shall be permitted to be built nearer than one hundred and fifty (150) feet from any well or related facility other than structures necessary to operate the well or facility.
- Reserve B will be maintained by the West Ranch Homeowner's Association after the West Ranch Management District is dissolved.
- Bearing orientation is based on the Texas Coordinate System, South Central Zone, NAD-83 established by GPS observations with a bearing and distance of N 41° 43' 46" E, 1,118.80 feet along the northwest line of the Slone Subdivision, originally recorded in Volume 254-A, Page 6 of the Galveston County Map Records and transferred to Volume 3, Page 61A of the Galveston County Map Records, said west line being monumented on the south by a 2-inch iron pipe found for corner at the intersection of the west line of said John Dickinson League, Abstract 9 with the south corner of the Sarah McKissick Survey, Abstract 151 and the most easterly north corner of the Mary Fabreou Survey, Abstract 59 being an angle point the west line of Lot 108 of said Slone Subdivision, some also being the south corner of a 50-foot wide strip of land dedicated to the City of Friendswood for roadway purposes as shown on the plat of Falcon Ridge Section Three, a subdivision plat filed for record under Volume 18, Page 282 of the Galveston County Map Records and monumented on the north by a 5/8-inch iron rod found for corner and being the southwest corner of a called 61.3567 acres described in a deed recorded under Clerk's File Number 9441874 of the Official Public Records of Real Property of Galveston County, Texas.
- The boundary survey that this plat is based on closes within 1:10,000.
- This property lies in Unshaded Zone "X" according to Flood Insurance Rate Map, Galveston County, Texas No. 4854680005 E, Dated Sept. 22, 1999. The effective 100-year flood plain elevation 15.80 feet (NAVD-88, 2001 adj.). FIRM base flood elevation is 17.0 feet. To convert to NAVD 88 2001 Adj., subtract 1.2 feet from 17.0 feet. The minimum slab elevation for these lots shall be either 2.0 feet above top of curb or have an elevation of 21.43 feet (NAVD 88 2001 Adj.), whichever is greater.
- The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements. The West Ranch Homeowner's Association or West Ranch Management District shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public rights-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of Texas New Mexico Power Company.
- Set 1/2-inch Iron Pipe w/ cap stamped "Brown & Gay" at all plat boundary corners.
- There are no pre-existing trees within this plat that fit the description found in Section 8.1.f.(3) of the Zoning Ordinance of the City of Friendswood.
- The City of Friendswood shall be responsible for the maintenance of sidewalks within the public right-of-way and portions thereof that meander onto adjacent landscape and/or open space reserves. Portions of sidewalks which meander onto private reserves shall be considered and are hereby dedicated as public access paths with the same allowances and limitations as those within the public right-of-way.

RESERVE TABLE		
RESERVE	ACREAGE/ SQUARE FOOTAGE	RESTRICTION
A	11.92 AC. / 519,076 S.F.	SCHOOL SITE
B	0.1567 AC. / 6,823 S.F.	LANDSCAPE / OPEN SPACE

BENCHMARKS:

Project Benchmark: Floodplain Reference Mark Number RM010080; Benchmark is a brass disk stamped 010080 set at the intersection of Blackhawk Regional Treatment Plant Entrance Driveway and Bay Side Blvd. 518, 3.1 feet north of the south curb of the entrance driveway to the treatment plant. KeyMap Page 657L.

Elevation: 23.82 Feet NAVD-88, 2001 Adjustment

Project Benchmark: Floodplain Reference Mark Number 010095 is a NGS metal rod in aluminum casing stamped HGCS 54 1986 located at 1301 FM 528 (Parkwood) at the Clear Creek Drainage District Office, at the northwest corner of the parking lot. KeyMap Page 656M.

Elevation: 29.43 Feet NAVD-88, 2001 Adjustment

TBM 12-12-1: Benchmark is a box cut on top of a concrete headwall with two (2) 60-inch culverts on the north side of FM 518 located approximately 1,816 feet west of the east boundary line of the Slone Subdivision.

Elevation: 25.70 Feet NAVD-88, 2001 Adjustment

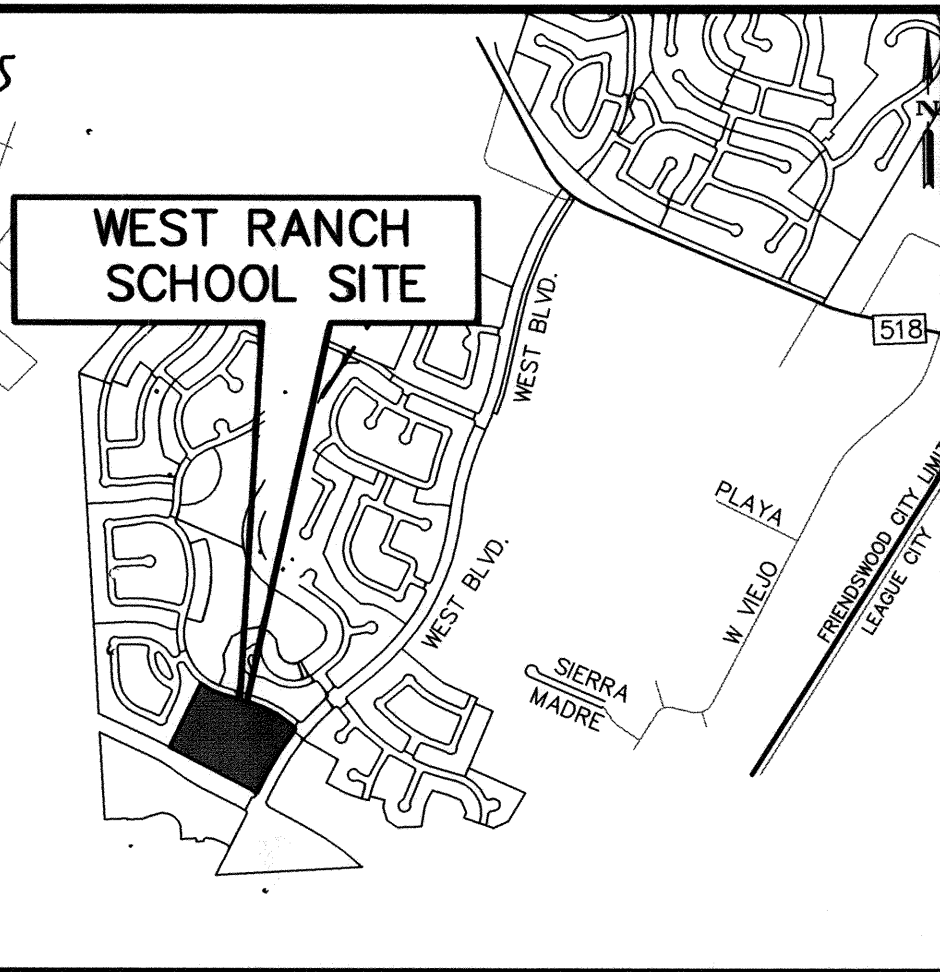
TBM GPS 4 - Benchmark is a metal rod in aluminum casing stamped "John Chance - GPS 4" located approximately 371 feet west of the east boundary line of the Slone Subdivision on the south side of FM 518, 3.1 feet north of a hog wire fence and 131 feet west of the west end of a concrete headwall.

Elevation: 24.14 Feet NAVD-88, 2001 Adjustment



0 100 200 300

SCALE: 1"=100'



VICINITY MAP
SCALE - 1" = 2,000'
GALVESTON CO. KEY MAP: 657 S

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N50°12'46"W	31.77

CURVE DATA				
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING
C1	25.00'	88°55'42"	38.80'	N 5°44'35" W
C2	2113.90'	0°08'08"	5.00'	N 38°36'52" E
C3	2113.90'	111°11'12"	412.65'	N 32°58'12" E
C4	530.00'	21°34'52"	199.63'	N 63°18'12" W
C5	970.00'	23°52'52"	404.30'	N 62°09'12" W
C6	2113.90'	8°45'38"	323.16'	S 31°46'25" W
C7	970.00'	20°18'58"	343.94'	N 63°56'08" W
C8	970.00'	3°33'54"	60.36'	S 51°59'43" W
C9	2113.90'	2°25'34"	89.49'	S 37°22'01" W

FINAL PLAT WEST RANCH SCHOOL SITE

A SUBDIVISION OF 12.07 ACRES OF LAND
LOCATED IN THE JOHN DICKINSON SURVEY, A-9,
ALSO BEING A PORTION OF LOTS 148-152 OF
THE SLONE SUBDIVISION AS RECORDED UNDER
VOL. 3, PG. 61A, G.C.M.R., GALVESTON COUNTY,
CITY OF FRIENDSWOOD, TEXAS

RESERVES: 2
SCALE: 1"=100'

BLOCKS: 1
DATE: SEPTEMBER 8, 2015

OWNER:
AUTUMN CREEK DEVELOPMENT, LTD.
550 GREENS PARKWAY, SUITE 100
HOUSTON, TEXAS 77067
(281) 875-1000
JOHN HAMMOND

LAND PLANNER:
KERRY R. GILBERT & ASSOCIATES, INC.
23501 CINCO RANCH BLVD., #A-250
KATY, TEXAS 77494
(281) 579-0340
MR. MATT STOOFS



Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.browngay.com
TBPB Registration No. F-1046
TBPB Licensed Surveying Firm No. 101065-00
CONTACT IF REQUIRED

STATE OF TEXAS
COUNTY OF GALVESTON

We, AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, acting by and through John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas Corporation, its general partner, owners, hereinafter referred to as Owners of the 12.07 acre tract described in the above and foregoing map of WEST RANCH SCHOOL SITE, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, acting by and through Lennar Texas Holding Company, a Texas Corporation, its general partner has caused these presents to be signed by John W. Hammond, its Vice President, this 10th day of September, 2015.

AUTUMN CREEK DEVELOPMENT, LTD.,
a Texas Limited Partnership

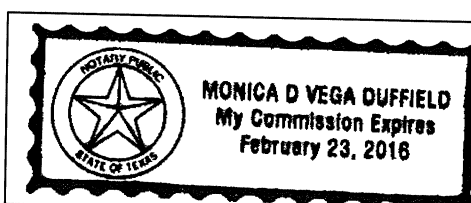
By: Lennar Texas Holding Company,
a Texas Corporation
its general partner

By: John W. Hammond
Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas Corporation, the general partner of AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, 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 expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of September, 2015.



Monica D. Vega-Duffield
Monica D. Vega-Duffield
Notary Public in and for the State of Texas
Commission Expires: February 23, 2016

STATE OF TEXAS
COUNTY OF HARRIS

We, WESLEY WEST CATTLE, L.P. and WESLEY WEST DESCENDANTS TRUST, owners and holders of liens against the property described in the plat known as WEST RANCH SCHOOL SITE, said liens being evidenced by instruments of record in the Clerk's File No. 2012013635 & 2012013636 of the Official Records of Galveston County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and we hereby confirm that we are the present owners of said liens and have not assigned the same nor any part thereof.

WESLEY WEST CATTLE, L.P.,
a Texas limited partnership

By: Stedman West Land and Cattle Company, LLC,
its general partner

By: Stuart W. Stedman
Manager

WESLEY WEST DESCENDANTS TRUST

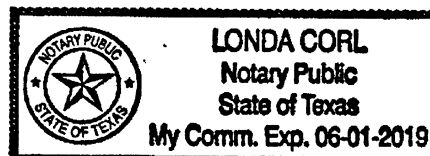
By: Stuart W. Stedman
Trustee

By: Betty Ann West Stedman
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stuart W. Stedman, Manager of Stedman West Land and Cattle Company, LLC, the general partner of WESLEY WEST CATTLE, L.P., a Texas limited partnership, and Trustee of WESLEY WEST DESCENDANTS TRUST, 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 expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of September, 2015.

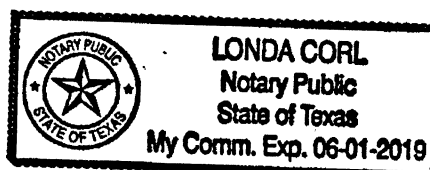


Londa Corl
Londa Corl
Notary Public in and for the State of Texas
Commission Expires: 06-01-2019

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Betty Ann West Stedman, Trustee of WESLEY WEST DESCENDANTS TRUST, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of September, 2015.



Londa Corl
Londa Corl
Notary Public in and for the State of Texas
Commission Expires: 06-01-2019

I, Nicolas Vann, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that all bearings, distances, and other associated boundary information on the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods have an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.



Nicolas Vann
Nicolas Vann, R.P.L.S.
Texas Registration No. 6393

This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas has approved this plat and subdivision of WEST RANCH SCHOOL SITE, in conformance with the rules and regulations of the City of Friendswood as adopted by the City Council and authorized the recording of this plat

this 14 day of December, 2015.

By: David O'Farrell
David O'Farrell
Chairman

Attest: Becky Summers
Becky Summers
Development Coordinator

I, Patrick Donart, P.E., CFM, Public Works Director / City Engineer of the City of Friendswood, do hereby certify that the plat of this subdivision complies with all the existing rules and regulations of the City as adopted by the City Council and further that it complies with all of the ordinances as currently adopted by the City.

Patrick Donart
Patrick Donart, P.E., CFM,
Public Works Director / City Engineer

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on December 18, 2015, at 3:10 o'clock, P.M., and duly recorded on

DECEMBER 18, 2015, at 3:10 o'clock, P.M., in Plat Record - Map Number -
Galveston County Map Records.

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

Dwight D. Sullivan
County Clerk
Galveston County, Texas

By: Dwight D. Sullivan
Deputy

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT NOTES:

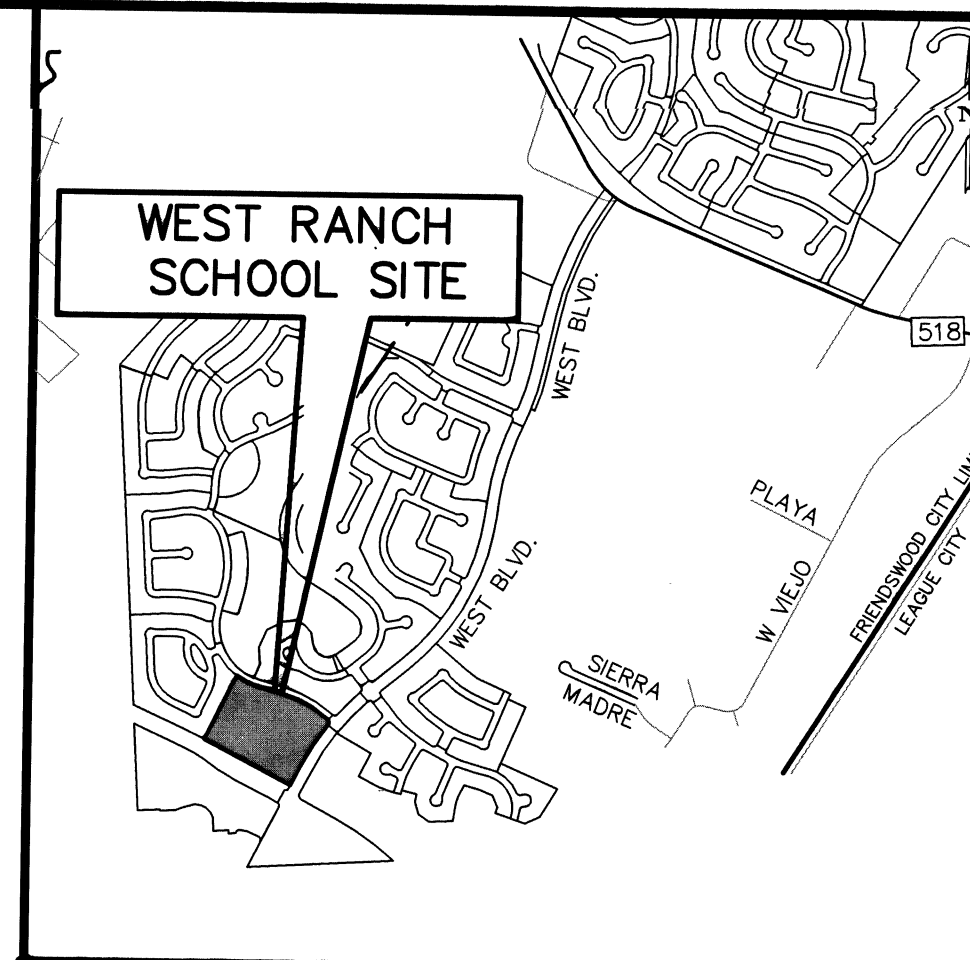
1. Buildings, fences or other structures shall not be erected in GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (the DISTRICT) right-of-ways or drainage easements. Furthermore, no permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within said right-of-ways or drainage easements without the approval of the DISTRICT.
2. The detention and drainage facilities are to be maintained by the property owner.
3. No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
4. Additional drainage easements may be required at the time a drainage plan is submitted to the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT for approval.
5. Plantings, flowerbeds, or other landscaping is not permitted in side lot drainage or detention easements.
6. No building permit shall be applied for until all drainage and detention facilities are constructed, inspected and approved by the DISTRICT.
7. No permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within the detention facility without the approval of the DISTRICT.

Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

Paul J. Horecky
Director
Paul J. Horecky
Director

12-8-15
Date
12-8-15
Date

This is to certify that the above was signed based on the recommendation of the District's Engineer having reviewed all sheets provided and found them to be in general compliance with the District's "Drainage Criteria Manual". This approval is only valid for three hundred sixty-five (365) calendar days. Please note this does not necessarily mean that the plat has been completely checked and verified. The plat as submitted was prepared, signed, and sealed by a Professional Land Surveyor licensed to practice surveying in the State of Texas, which conveys responsibility and accountability to that Surveyor.



VICINITY MAP
SCALE - 1" = 2,000'
GALVESTON CO. KEY MAP: 657 S

FINAL PLAT WEST RANCH SCHOOL SITE

A SUBDIVISION OF 12.07 ACRES OF LAND
LOCATED IN THE JOHN DICKINSON SURVEY, A-9,
ALSO BEING A PORTION OF LOTS 148-152 OF
THE SLONE SUBDIVISION AS RECORDED UNDER
VOL. 3, PG. 61A, G.C.M.R., GALVESTON COUNTY,
CITY OF FRIENDSWOOD, TEXAS

RESERVES: 2
SCALE: 1"=100'

BLOCKS: 1
DATE: SEPTEMBER 8, 2015

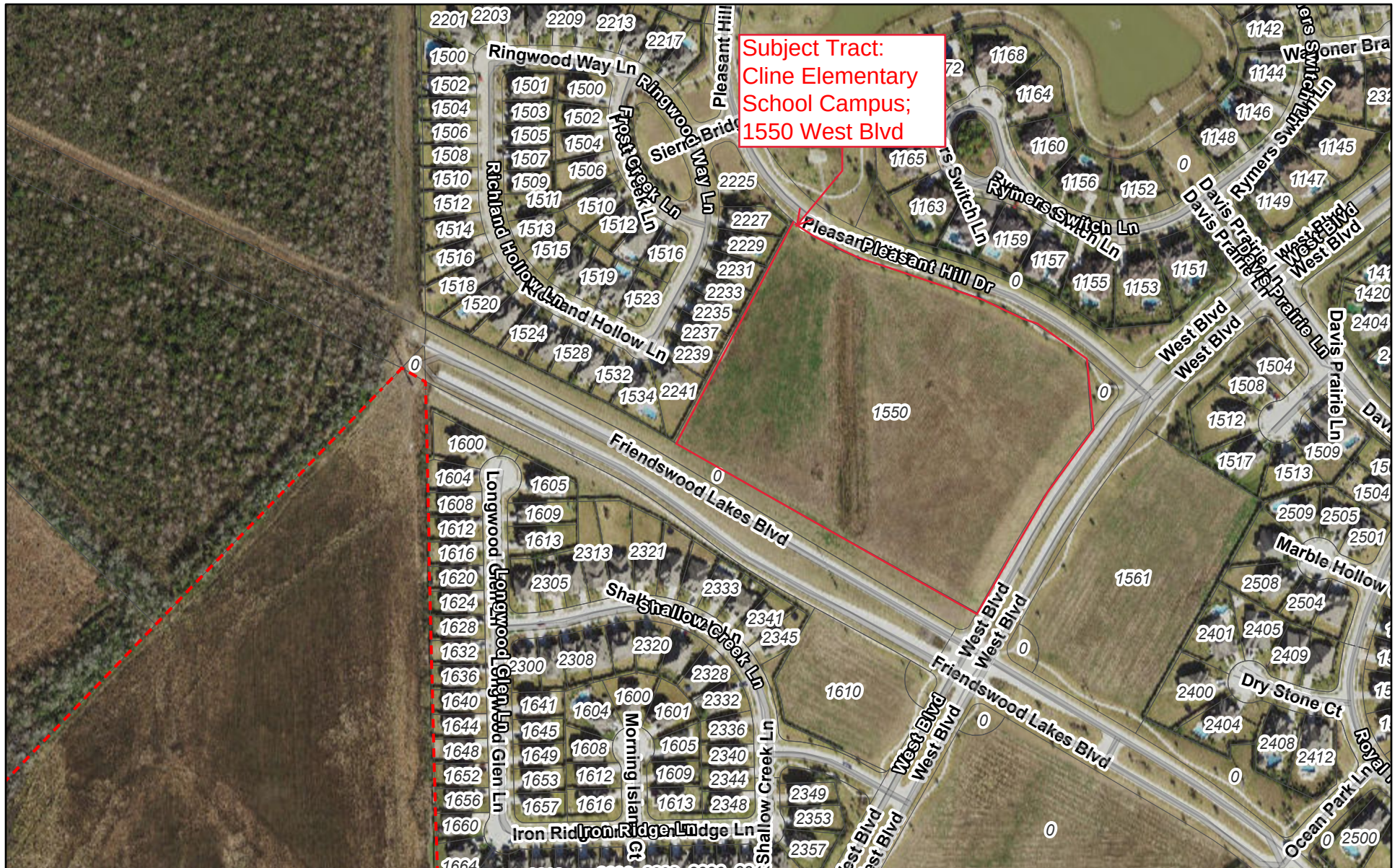
OWNER:
AUTUMN CREEK DEVELOPMENT, LTD.
550 GREENS PARKWAY, SUITE 100
HOUSTON, TEXAS 77067
(281) 875-1000
JOHN HAMMOND

LAND PLANNER:
KERRY R. GILBERT & ASSOCIATES, INC.
23501 CINCO RANCH BLVD., #A-250
KATY, TEXAS 77494
(281) 579-0340
MR. MATT STOOPS



Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.browngay.com
TBP&E Registration No. F-1046
TBP&S Licensed Surveying Firm No. 101065-00
CONTACT IF REQUIRED

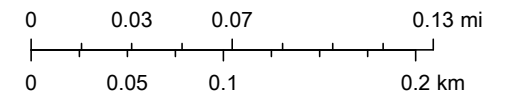
ArcGIS Web Map



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 City Limits  Streets  Parcels

1:4,514



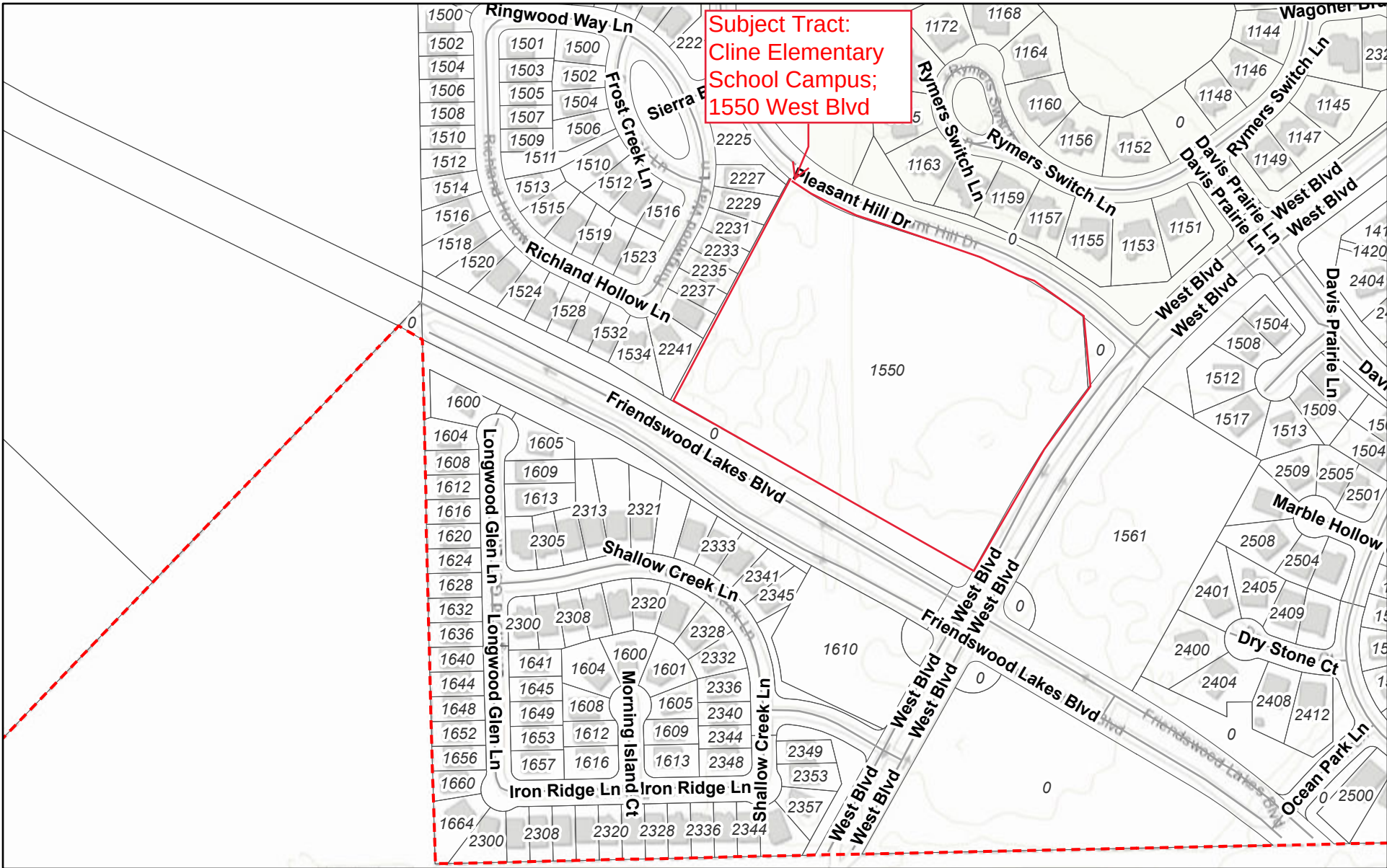
Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

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

Page 56 of 656

ArcGIS Web Map



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 City Limits  Streets  Parcels

1:4,514

0 0.03 0.07 0.13 mi

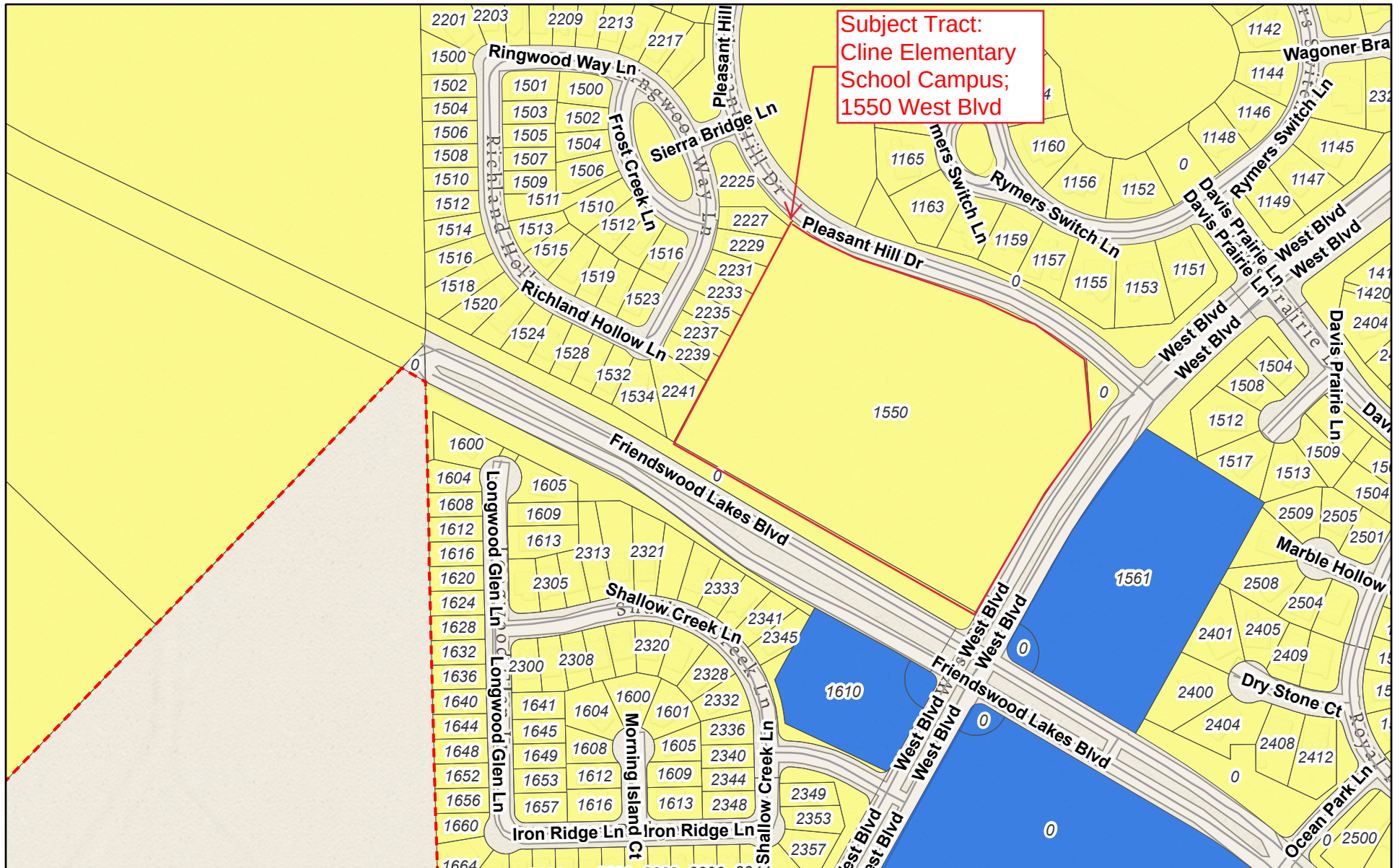
0 0.05 0.1 0.2 km

Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT

ArcGIS Web AppBuilder

Page 57 of 656

ArcGIS Web Map

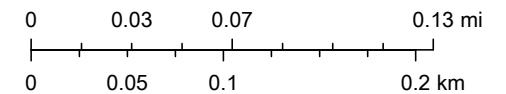


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 City Limits
  Parcels
  PUD
  CSC

 Streets

1:4,514



Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Page 58 of 656

Rezoning Report

August 2021

Project: FISD Cline Elementary School

Address: 1550 West Blvd.

Legal: 11.92 acres also known as Restricted Reserve A in the Final Plat of West Ranch School Site, a subdivision of 12.07 acres of land located in the John Dickinson Survey, A-9, also being a portion of lots 148-452 of the Slone Subdivision as recorded under Vol. 3 Page 61A, GCMR Galveston County, City of Friendswood, Texas

Request: Zone classification change request for a Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools for the new Cline Elementary school site (underlying Planned Unit Development (PUD) will remain)

Zoning Ordinance, Appendix C

G. *Specific use permits.*

1. *Purpose.* This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.

...

5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;

- g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
 - h. That the proposed use is in accordance with the comprehensive plan.
6. *Additional conditions.* In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.
 7. *Time limit.* A specific use permit issued under this section shall expire two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. However, where the development is based on a long-term, multi-phased master plan, the specific use permit issued under this section shall have no expiration date. Further, any substantive change to the master plan shall require an amendment to the specific use permit.
 8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
 - a. The specific use permit was obtained or extended by fraud or deception; or
 - b. That one or more of the conditions imposed by the permit has not been met or has been violated.
 9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.

Existing Use/Site Attributes:

The school site at West Ranch was planned as part of the Planned Unit Development in 2004. Once the development permitted 750 houses, the developer was required to dedicate the property to Friendswood Independent School District. Part of the 2020 bond package for FISD approved by the voters included constructing a new elementary school at this site to replace the existing Cline Elementary School located at 505 Briarmeadow Ave.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Planned Unit Development (2004). The tract was part of the West Ranch Planned Unit Development (PUD).



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is completely bordered by tracts that are zoned Planned Unit Development (PUD) with uses as Single Family Residential (SFR). Tracts across West Blvd. and Friendswood Lakes Blvd. are zoned Community Shopping Center (CSC).

Platting Analysis:

The property is platted as Final Plat of West Ranch School Site (2015).

Planning Analysis:

The current zoning of Planned Unit Development (PUD) allows NAICS Use #6111 Elementary and Secondary Schools with a Specific Use Permit (SUP).

Notice of the public hearings was published in the newspaper, a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The West Ranch Planned Unit Development (PUD) developed by Friendswood Development accounted for the development of this tract as an elementary school.

Infrastructure/Service Delivery Impacts**Storm Water Management and Floodplain Issues:**

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria. Storm water capacity has been accounted for within the existing detention ponds of West Ranch.

Utilities:

City of Friendswood water and sewer services are available.

Access:

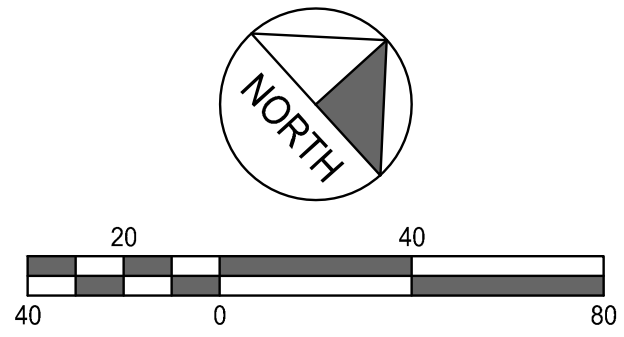
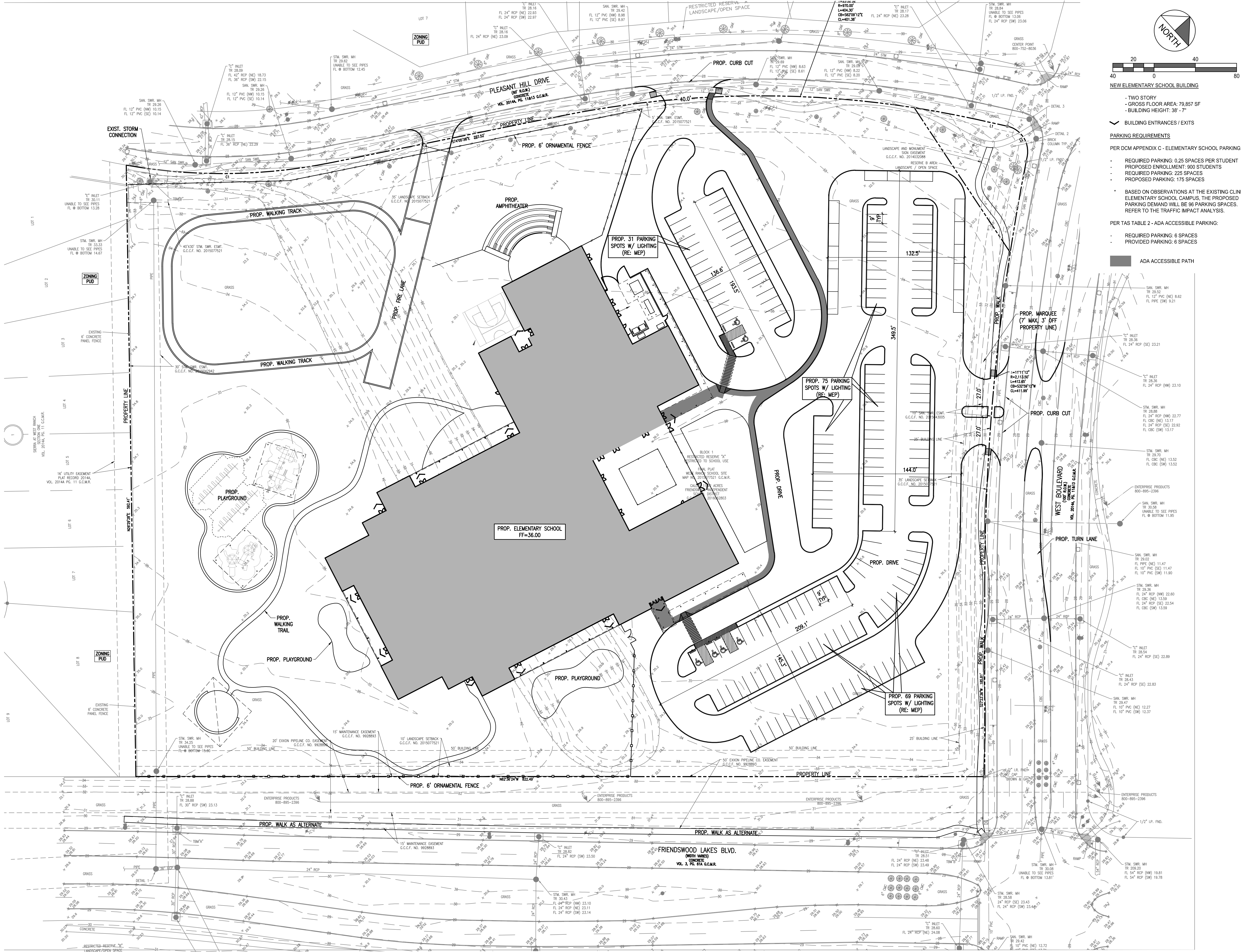
The property will have direct access from West Boulevard and Pleasant Hill Drive.

Park/Open Space:

Parkland Dedication does not apply.

CHECKED BY: KfAlKE

DRAWN BY: AGLUZMAN



NEW ELEMENTARY SCHOOL BUILDING
- TWO STORY
- GROSS FLOOR AREA: 79,857 SF
- BUILDING HEIGHT: 38' - 7"

BUILDING ENTRANCES / EXITS

PARKING REQUIREMENTS

PER DOM APPENDIX C - ELEMENTARY SCHOOL PARKING:

- REQUIRED PARKING: 0.25 SPACES PER STUDENT
- PROPOSED ENROLLMENT: 900 STUDENTS
- REQUIRED PARKING: 225 SPACES
- PROPOSED PARKING: 175 SPACES

- BASED ON OBSERVATIONS AT THE EXISTING CLINE ELEMENTARY SCHOOL CAMPUS, THE PROPOSED PARKING DEMAND WILL BE 96 PARKING SPACES. REFER TO THE TRAFFIC IMPACT ANALYSIS.

PER TAS TABLE 2 - ADA ACCESSIBLE PARKING:

- REQUIRED PARKING: 6 SPACES
- PROVIDED PARKING: 6 SPACES

ADA ACCESSIBLE PATH

ARCHITECT

HOUSTON

11 Greenway Plaza, 22nd Floor

Houston, TX 77046

713-965-0608 P

713-961-4571 F

TX Firm: BR 1608

PBK Architects, Inc.

PBK.com

CLINE ELEMENTARY SCHOOL

CAMPUS REPLACEMENT -

SPECIFIC USE PERMIT

WEST Boulevard

Friendswood, TX 77546

ISSUE FOR SUP REVIEW

10/1/2021

69402

H.F. SCHNEIDER, III

SPECIALIST

SEAL

CLIENT

FRIENDSWOOD ISD

DATE

10/7/2021

PROJECT NUMBER

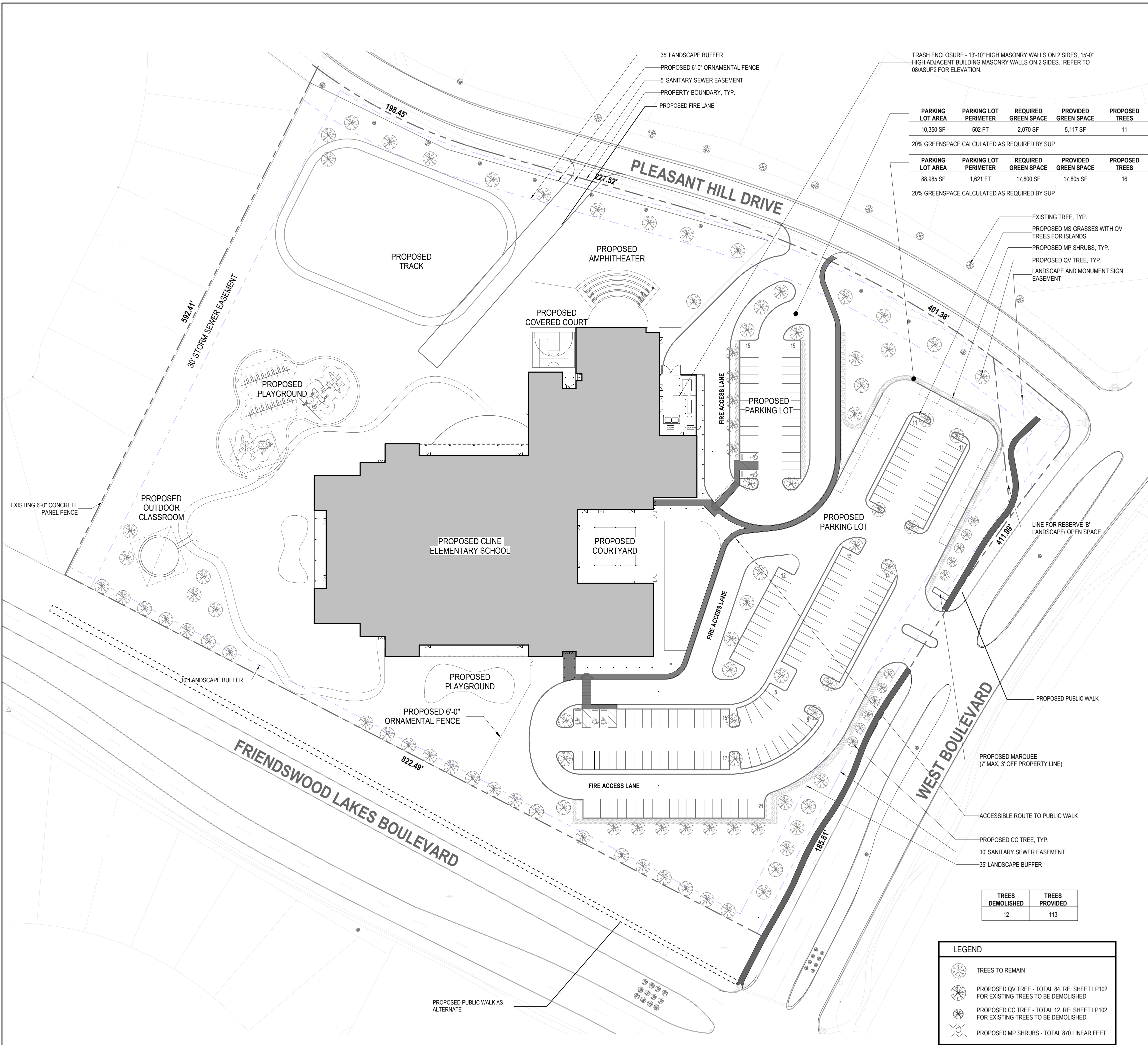
20380

No.	Description	Date

ISSUE FOR SUP REVIEW

SITE PLAN

C101



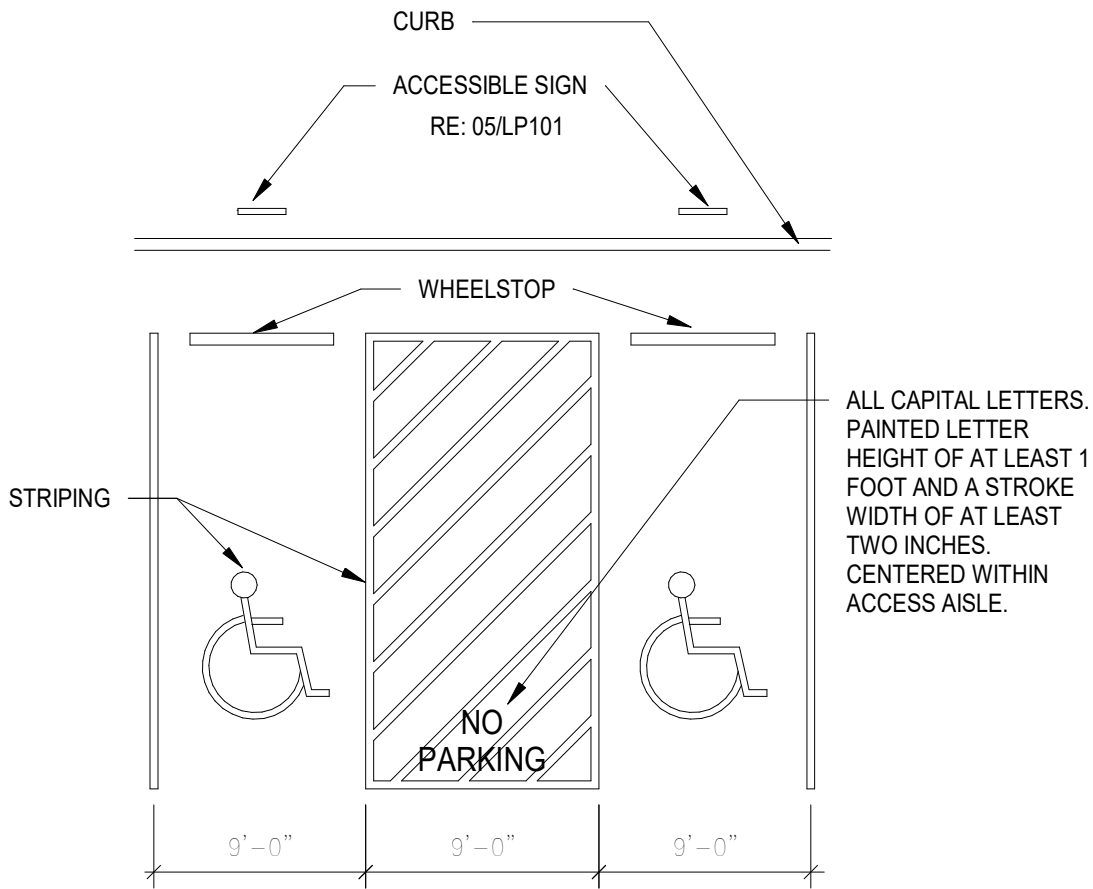
LANDSCAPE ANALYSIS FORM AT ROW				
STREET NAME	LINEAR FEET	TREE REQUIRED	TREE PLANTED	TREE EXISTING
PLEASANT HILL DRIVE	868 FT	35	20	11
WEST BOULEVARD	601 FT	24	18	0
FRIENDSWOOD LAKES BLVD	790 FT	32	36	0
ISLANDS	-	8	28	0
TOTAL		99	102	11
			113	

1 TREE PER 30 LINEAR FEET PER SUP

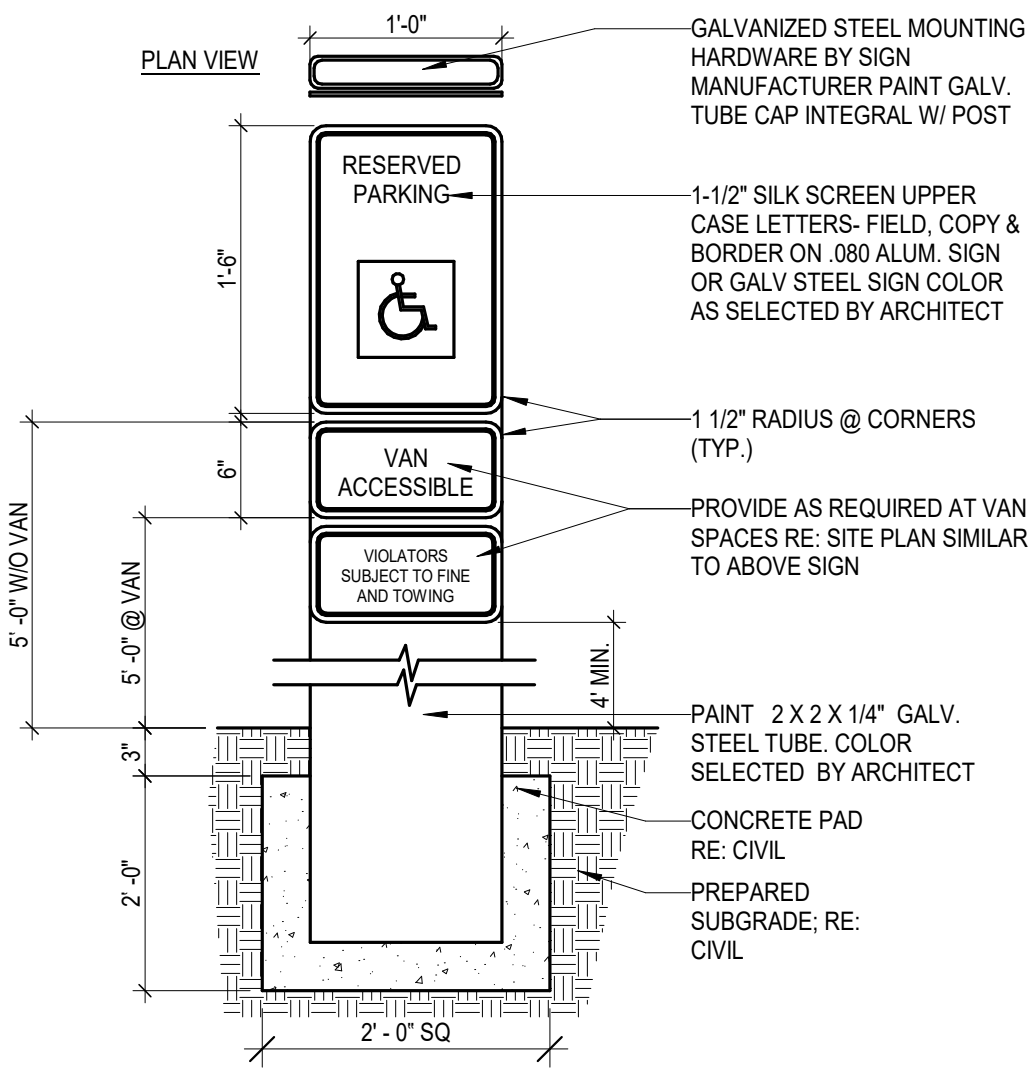
PLANT SCHEDULE							
TREES							
SYM.	Botanical Name	Common Name	Size	Cal.	Height	Spread	Remarks
QV	Quercus virginiana	Live Oak	65 Gal.	3"-4"	12'-14'	5'-6'	
CC	Cercis canadensis var. Texensis	Texas Redbud	45 Gal.	2 1/2"-3"	8'-10'	5'-6'	
SHRUBS							
SYM.	Botanical Name	Common Name	Size	Height	Spread	Spacing	Remarks
MP	Myrica pusilla	Dwarf Wax Myrtle	5 Gal.	24"	16"	24" O.C.	
GRASSES							
SYM.	Botanical Name	Common Name	Size	Height	Spread	Spacing	Remarks
MS	Miscanthus sinensis	Little Kitten Grass	1 Gal.	16"	12"	18" O.C.	

PLANTING NOTES

1. ALL PARKING ISLANDS TO BE PLANTED WITH 1 GAL. MISCANTHUS SINENSIS, 18" O.C.
2. ALL REQUIRED TREES FOR PARKING AND STREETScape TO BE 3" CALIPER 65 GAL. QUERCUS VIRGINIANA DESIGNATED WITH 'QV', OR 3" CALIPER 45 GAL. CERCIS CANADENSIS VAR. TEXENSIS DESIGNATED WITH 'CC'.



06 ACCESSIBLE STRIPING
1" = 1'-0"



01 ACCESSIBLE PARKING SIGN
1" = 1'-0"

PBK

ARCHITECT PBK Architects, Inc. HOUSTON 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0808 P 713-961-4571 F TX Firm: BR 1608
CIVIL 100 1713-965-0908
MECH LEAF ENGINEERS 1713-960-3300

CLINE ELEMENTARY SCHOOL CAMPUS REPLACEMENT

1500 WEST BOULEVARD FRIENDSWOOD, TX 77546
ISSUE FOR SUP REVIEW

US FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

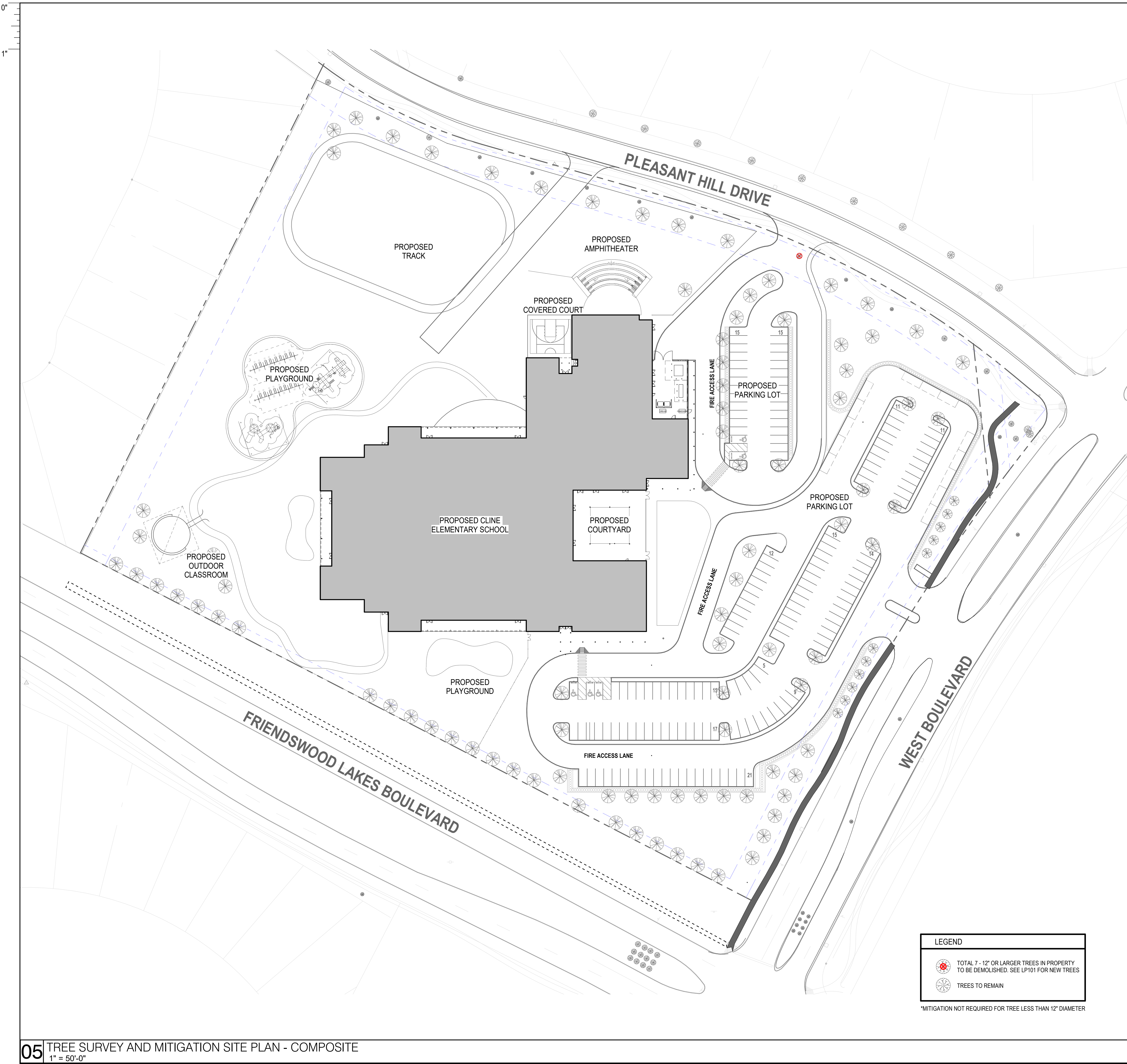
KEY PLAN
NORTH: PLAN TRUE

REGISTERED ARCHITECT MELISSA TURNER 21775
Melissa Turnbaugh
AUG 6, 2021

CUSTOMER FRIENDSWOOD ISD
DATE AUGUST 6, 2021 PROJECT NUMBER 20380
DRAWING HISTORY
No. Description Date
ISSUE FOR SUP REVIEW
BUILDING NUMBER

LANDSCAPE PLAN

LP101



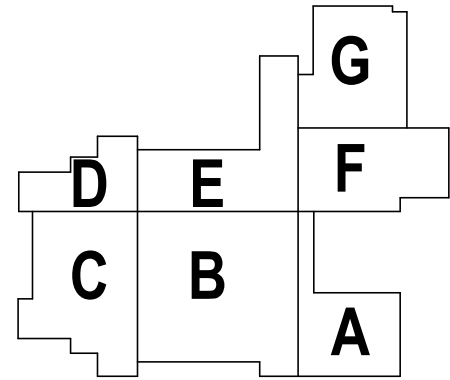
05 TREE SURVEY AND MITIGATION SITE PLAN - COMPOSITE
1" = 50'-0"



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
000
T 713-965-0608
MECH
LEAF ENGINEERS
T 713-960-3300

CLINE ELEMENTARY SCHOOL
CAMPUS REPLACEMENT

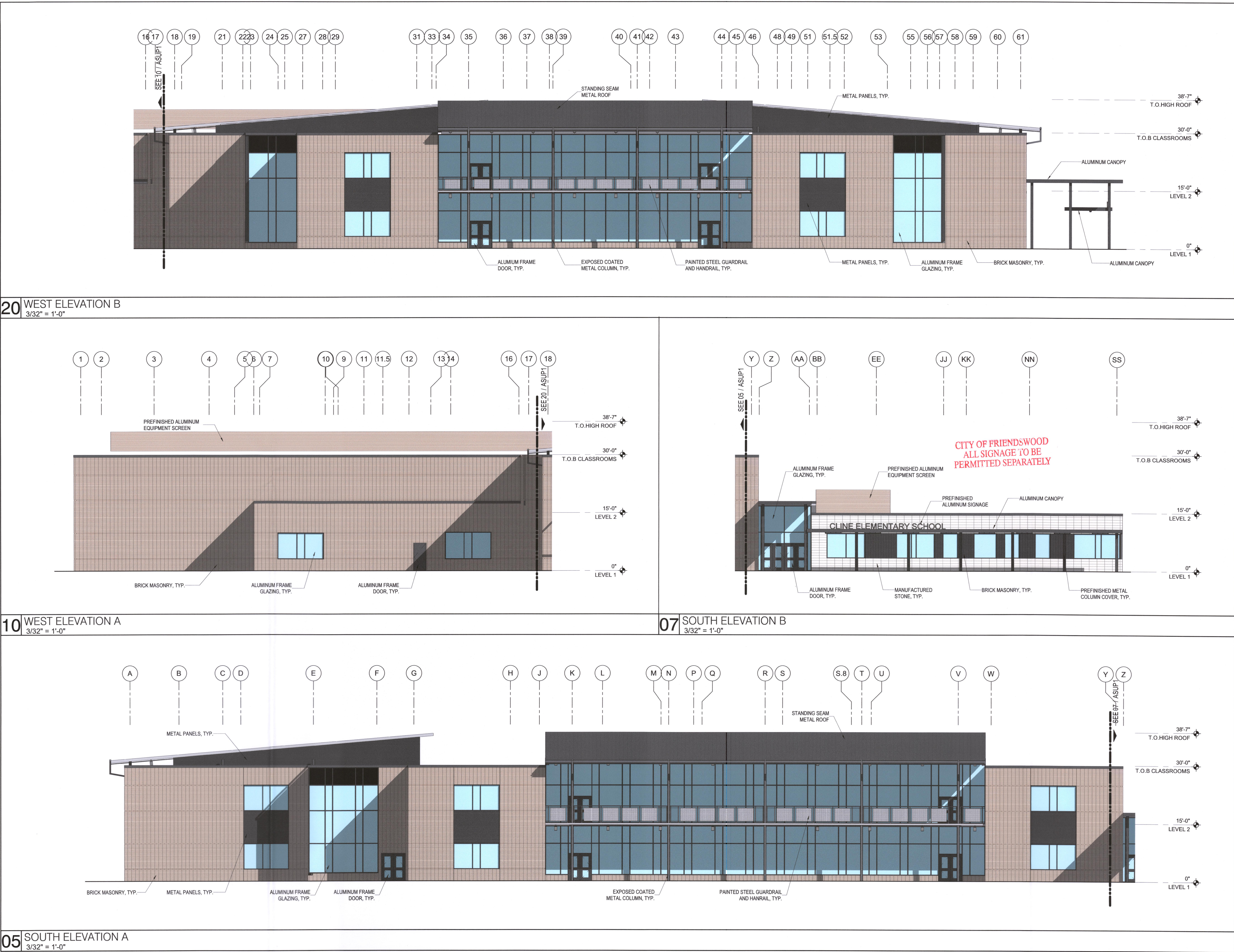
1550 WEST BOULEVARD
FRIENDSWOOD, TX 77546
ISSUE FOR SUP REVIEW



CLIENT		
FRIENDSWOOD ISD		
DATE	PROJECT NUMBER	
AUGUST 6, 2021	20380	
DRAWING HISTORY		
No.	Description	Date
ISSUE FOR SUP REVIEW		
BUILDING NUMBER		

TREE SURVEY AND
MITIGATION SITE
PLAN

LP102



PBK

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
016
713-965-0608
MEPT
LEAF ENGINEERS
713-940-3300

CLINE ELEMENTARY SCHOOL
CAMPUS REPLACEMENT -
SPECIFIC USE PERMIT

1550 WEST BOULEVARD
FRIENDSWOOD, TX 77546
ISSUE FOR SUP REVIEW

KEY PLAN
NORTH: PLAN TRUE

Melissa Turnbaugh
AUG 6, 2021

CUSTOMER
FRIENDSWOOD ISD

DATE
AUGUST 6, 2021

PROJECT NUMBER
20380

DRAWING HISTORY

No.	Description	Date

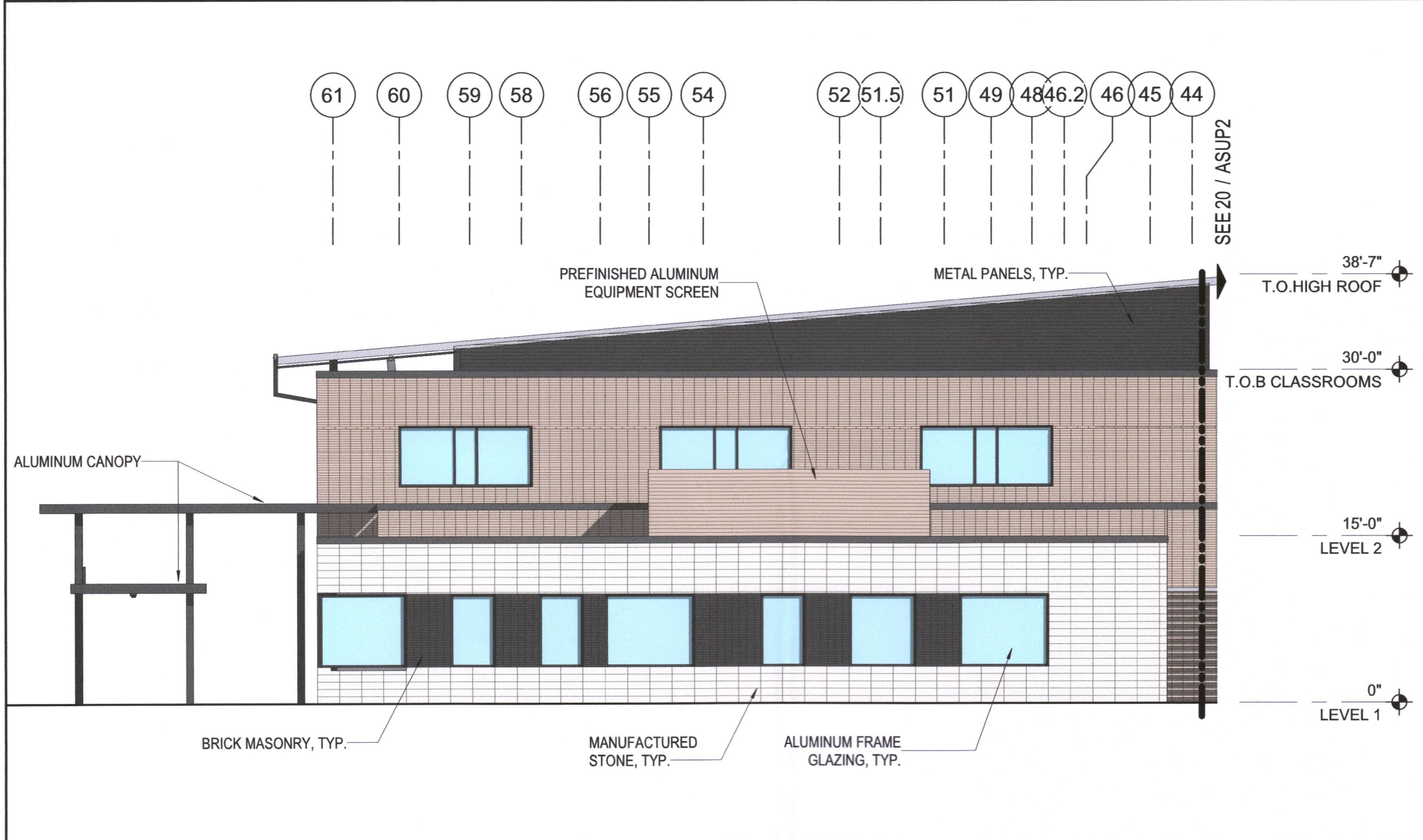
ISSUE FOR SUP REVIEW

BUILDING NUMBER

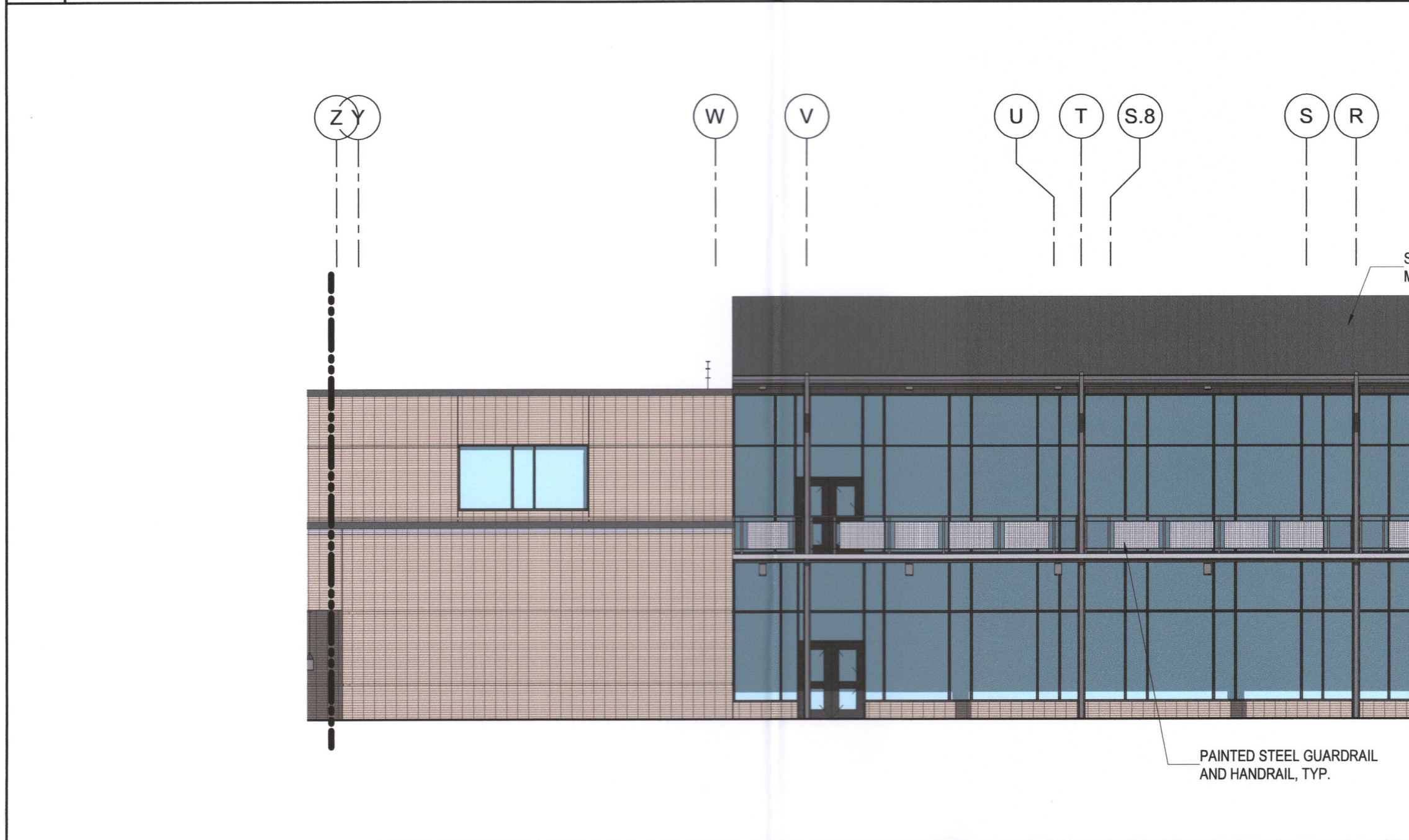
EXTERIOR
ELEVATIONS

ASUP1

20 EAST ELEVATION B
3/32" = 1'-0"



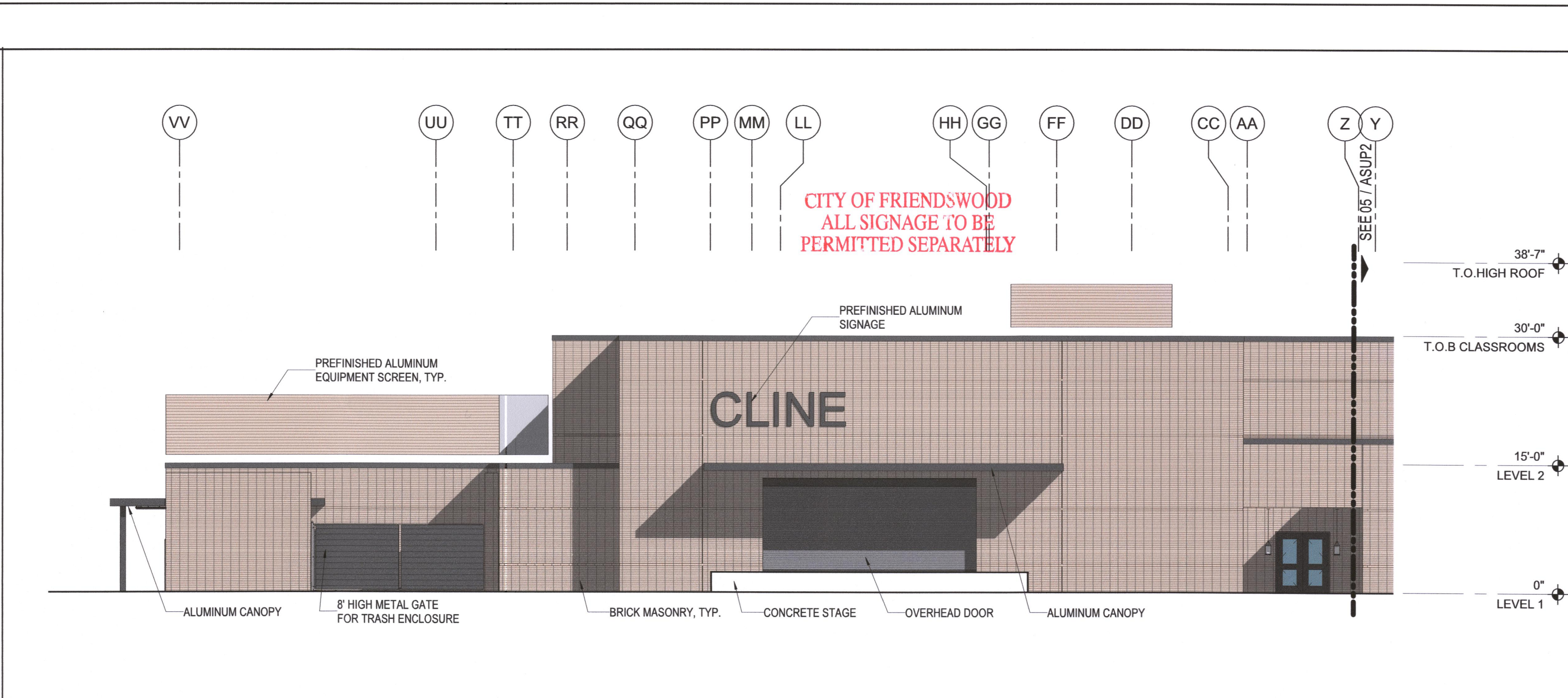
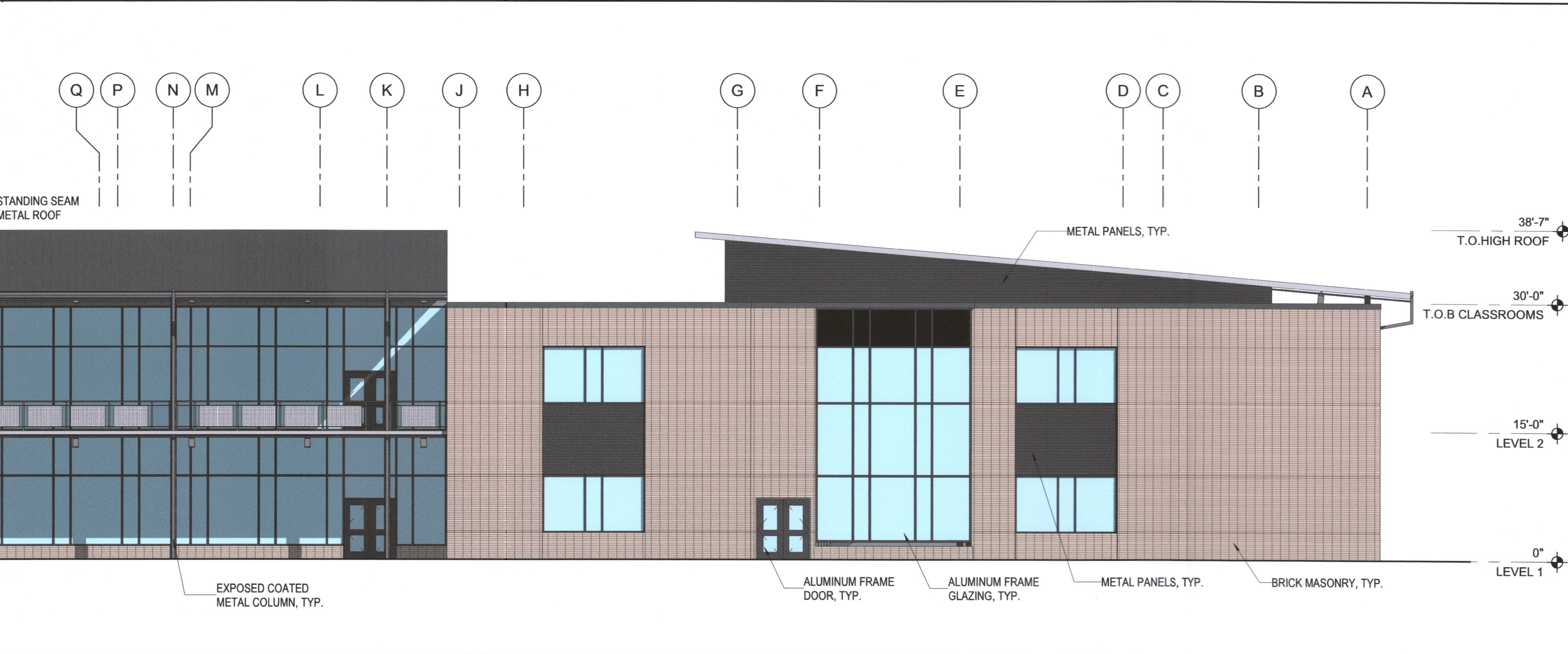
10 EAST ELEVATION A
3/32" = 1'-0"



05 NORTH ELEVATION B
3/32" = 1'-0"



08 NORTH ELEVATION A
3/32" = 1'-0"



ARCHITECT

PBK Architects, Inc.

HOUSTON

11 Greenway Plaza, 22nd Floor

Houston, TX 77046

713-865-0808 P

713-961-4371 F

TX Firm: BR 1608

CIVIL

DR

713-965-0908

MECH

LEAF ENGINEERS

713-946-3300

CLINE ELEMENTARY SCHOOL
CAMPUS REPLACEMENT -
SPECIFIC USE PERMIT

1550 WEST BOULEVARD
FRIENDSWOOD, TX 77546
ISSUE FOR SUP REVIEW

SEAL

REGISTERED ARCHITECT

MELISSA TURNBORG

21279

STATE OF TEXAS

Melissa Turnborg

AUG 6, 2021

CLIENT

FRIENDSWOOD ISD

DATE

AUGUST 6, 2021

PROJECT NUMBER

20380

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

EXTERIOR
ELEVATIONS

ASUP2

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner 

Date: October 19, 2021

Re: Zone classification change request for a Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools for the new Cline Elementary school site (underlying Planned Unit Development (PUD) will remain)

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 4-1 (Commissioner Sasson opposed; Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change.

The school site at West Ranch was planned as part of the Planned Unit Development in 2004. Once the development permitted 750 houses, the developer was required to dedicate the property to Friendswood Independent School District. Part of the 2020 bond package for FISD approved by the voters included constructing a new elementary school at this site to replace the existing Cline Elementary School located at 505 Briarmeadow Ave.

The new campus will consist of a two-story main building (79,857sqft), playgrounds, outdoor classroom, track and an amphitheater.

The one vote in opposition was due to the lack of a firm commitment by the school district to install a new sidewalk along Friendswood Lakes Blvd/Friendswood Parkway next to the school. On the school side of the boulevard, sidewalks have been installed along the future Avalon at Friendswood Development and the City Engineer has committed to installing approximately 640 feet of sidewalk along the existing West Ranch Development up to the school site, which would only leave approximately 830 feet of sidewalk for the school district to install to the intersection of West Boulevard.

All of the Commissioners strongly felt that the sidewalk was needed and prudent, but the majority were convinced of the school district's intent to install the sidewalk once funds were available within the school's construction budget and that a sidewalk along Friendswood Lakes Blvd/Friendswood Parkway across from the school was also available for pedestrian use.

The Planning & Zoning Commission recommends that City Council approve the zone classification change, but should insist on a firm commitment by the school district to install the sidewalk along Friendswood Lakes Blvd/Friendswood Parkway next to the school.

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: November 1, 2021

Date submitted: 09/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on the first reading of a proposed ordinance regarding a requested zone classification change for 11.92 acres located at 1550 West Boulevard, also known as Restricted Reserve A in the Final Plat of West Ranch School Site, a subdivision of 12.07 acres of land located in the John Dickinson Survey, A-9, also being a portion of lots 148-452 of the Slone Subdivision as recorded under Vol. 3 Page 61A, GCMR Galveston County, City of Friendswood, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #6111, Elementary and Secondary Schools for the new Cline Elementary school site.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This particular school site in West Ranch was planned as part of the Planned Unit Development in 2004. Once the development permitted 750 houses, the developer was required to dedicate the property to Friendswood Independent School District. Part of the 2020 bond package for FISD approved by the voters included constructing a new elementary school at this site to replace the existing Cline Elementary School located at 505 Briarmeadow Ave.

The new elementary school has been designed by PBK Architects and FISD officials. Traffic circulation will be kept within the property throughout the drives rather than causing cars to stack up on the local streets. A Traffic Analysis was submitted to justify the reduced parking and traffic flow, which was approved by the City Engineer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A new elementary school will serve the community well. This project has been planned by FISD for quite some time and funds for the project were approved by the voters in 2020.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 4-1 (Commissioner Sasson opposed; Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change.

ATTACHMENTS

1. Ord 2021-XX Cline Elem SUP 10-18-2021 MK
2. Exhibit A Cline Elem SUP

3. Exhibit B Cline Elem 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 1550 WEST BOULEVARD BEING 11.92 ACRES ALSO KNOWN AS RESTRICTED RESERVE A IN THE FINAL PLAT OF WEST RANCH SCHOOL SITE, A SUBDIVISION OF 12.07 ACRES OF LAND LOCATED IN THE JOHN DICKINSON SURVEY, A-9, ALSO BEING A PORTION OF LOTS 148-452 OF THE SLONE SUBDIVISION AS RECORDED UNDER VOL. 3 PAGE 61A, GCMR GALVESTON COUNTY, CITY OF FRIENDSWOOD, TEXAS, FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW NAICS USE #6111, ELEMENTARY AND SECONDARY SCHOOLS FOR THE NEW CLINE ELEMENTARY SCHOOL SITE 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 1550 West Boulevard being 11.92 acres, also known as Restricted Reserve A in the Final Plat of West Ranch School Site, a subdivision of 12.07 acres of land located in the John Dickinson Survey, A-9, also being a portion of lots 148-452 of the Slone Subdivision as recorded under Vol. 3 Page 61A, GCMR Galveston County, City of Friendswood, 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 for a Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools that will overlay the described property which is zoned Planned Unit Development (PUD) 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.

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 allow a Specific Use Permit (SUP) to allow NAICS Use #6111 Elementary and Secondary Schools that will overlay the described property which is zoned Planned Unit Development (PUD) 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 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 1st day of NOVEMBER, 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 6th day of DECEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

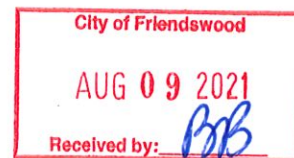
EXHIBIT “A”



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: 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) #: U111

PROPERTY IDENTIFICATION:

Address: On Friendswood Lakes Blvd & West Blvd

Platted Land – Plat Name: West Ranch School Site Lot: 0 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Friendswood Independent School District Phone: 281-482-1267

Owner's Mailing Address: 302 Laurel Drive

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

Owner's Email Address: ekreiter@fisd12.net

AGENT'S NAME : PBK Architects, Inc. 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: jay.kim@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: 8-6-21

Agent's Signature: [Signature] Date: 8-6-21

Received By: <u>BBennett</u>	Application Number: <u>PUD-2021-0042</u>
Date of Public Hearing: <u>9-9-21, 10-4</u>	Received Date: <u>8-9-2021</u>
Property Owner Notices: <u>8-27-21</u>	Newspaper Notice: <u>8-16-21</u>
	Sign on Property: <u>8-27-21</u>

DEED OF GIFT
WEST RANCH SCHOOL SITE

Date September 12, 2016

Grantor Autumn Creek Development, Ltd.

Grantor's Mailing Address
681 Greens Parkway, Suite 220
Houston, TX 77067

Grantee Friendswood Independent School District

Grantee's Mailing Address
302 Laurel Drive
Friendswood, Texas 77546

Consideration
Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged.

Property
The surface estate of 11.92 acres and being all of Restricted Reserve "A" of West Ranch School Site according to the plat thereof recorded December 18th, 2015 under Clerk's File No 2015077521 of the Real Property Records of Galveston County, Texas, and more particularly described on Exhibit "A" attached hereto.

Matters Affecting Conveyance and Warranty

1. The exception and reservation of all oil, gas and other minerals in, on and under the Property, which minerals were excepted and reserved by predecessor or predecessors in title of Grantor, and which exception is made in favor of present owner or owners of such minerals as their interests may appear of record in Galveston County, Texas.
2. All rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of the West Ranch Management District ("WRMD"), within whose jurisdiction the Property is located in its entirety.
3. The Property is and shall be subject to those covenants, conditions, and restrictions contained in the "Protective Covenants" attached hereto as Exhibit "B" and made a part hereof for all purposes to the same extent as if fully set out in length herein.
4. By virtue of the Supplementary Declaration of Covenants, Conditions, and Restrictions and Annexation of West Ranch School Site into the jurisdiction of the West Ranch Community Association executed by Grantor and recorded under File No. 2016033043 of the Real Property Records of Galveston County, Texas, the Property is and shall be subject to that Restated and Amended Declaration of Covenants, Conditions, and Restrictions for West Ranch ("Declaration") executed by Grantor and recorded under File No. 2012007855, of the Real Property Records of Galveston County, Texas, reference to which instrument is here made for all purposes. For so long as Grantee owns the Property, the Property shall be considered an exempted property and will not be subject to regular and special assessments provided for in the Declaration or other governing documents of the West Ranch Community Association. Furthermore, Grantor and Grantee hereby agree that to the extent that the

provisions, terms, and conditions of the Declaration and/or the governing documents of the West Ranch Community Association are more restrictive to Grantee than the provisions and Protective Covenants set forth in this deed, the provisions and Protective Covenants in this deed shall control. To the extent Grantee is required to obtain approvals pursuant to the Declaration, the Protective Covenants in this deed, and/or the governing documents of the West Ranch Community Association, Grantor, and not the community association, shall retain the right to grant such approvals to Grantee.

5. This conveyance is a gift by Grantor to Grantee, and the consideration for the conveyance shall be the mutual benefits derived by each party from this conveyance and Grantee's adherence to the requirements to the terms of the grant.
6. This conveyance is subject to all matters of record in Galveston County, Texas, validly subsisting against and affecting the Property on this date, except prior conveyances and monetary encumbrances. The entire mineral estate in the Property has been reserved by Grantor's predecessors in title.
7. Grantor reserves, together with the right of assignment in whole or in part, multiple easements on and along the boundaries of the Property for utility lines and for drainage, for public and private purposes without joinder of Grantee; provided, however, that any such use shall not unreasonably interfere with Grantee's use of the Property as a public school and related or ancillary operations or any other rights specifically granted to Grantee herein. Such easements include (but are not limited to) easements for underground electrical distribution, natural gas transmission, telephony, cable television and similar services.
8. All improvements on the Property shall be constructed, maintained, repaired and/or replaced to appear and remain in good condition. The Property shall be kept at all times in a sanitary, healthful and attractive condition. No portion of the Property or the improvements shall be used for the exterior storage of materials or equipment without screening of the materials or equipment.
9. Notwithstanding any other term of this Deed of Gift, if following construction and initial commencement of public school and related or ancillary operations, the property ceases to be used for the purposes stated above for a consecutive period of twelve (12) months, except in the event of a force majeure event that interrupts Grantee's use, or in the case of reconstruction activities related thereto, title to the Property may, at Grantor's sole election and upon written notice to Grantee, revert to and become vested in Grantor; provided, however, that all restrictive covenants of this Deed of Gift shall cease to exist and be of no further force or effect with respect to the land to which title reverts in Grantor, and further provided that Grantor shall reimburse Grantee (no later than the date of such reversion) for the depreciated value of improvements, to the extent necessary to avoid a gift of public funds by Grantee.
10. It is not the intent of the Grantor or Grantee, or Grantor's or Grantee's successors or assigns, to provide third party beneficiary status or right of enforcement to any resident or any other entity that is not a party to this Deed. Grantee has the sole discretion to determine, impose, and enforce regulations related to the use and maintenance of the Property subject to this Deed; provided, however, that this restriction shall in no manner diminish the rights that Grantor has reserved in this Deed.

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the effect of confirming or recognizing the validity of any instrument or right which had, on or immediately prior to this date, expired or lapsed by its terms or otherwise.

The reservations, conditions, covenants, exceptions and restrictions set out in this Deed of Gift and the obligations that are the undertakings of Grantee and its successors and assigns recited in this Deed of Gift shall be covenants running with the land and shall be binding on Grantee and its successors and assigns.

For the consideration and subject to the reservations, conditions, exceptions and other matters set out in this Deed of Gift, including the Matters Affecting Conveyance and Warranty, Grantor grants and conveys the property to Grantee, together with all in singular the rights and appurtenances thereto and any wise belonging, to have and to hold unto Grantee, and Grantee's successors and assigns for as long as the conditions of this Deed of Gift are satisfied. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and to Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the Matters Affecting Conveyance and Warranty, when the claims are by, through and under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns shall include the plural. Titles used in this Deed are used for convenience only and shall not limit or affect the content.

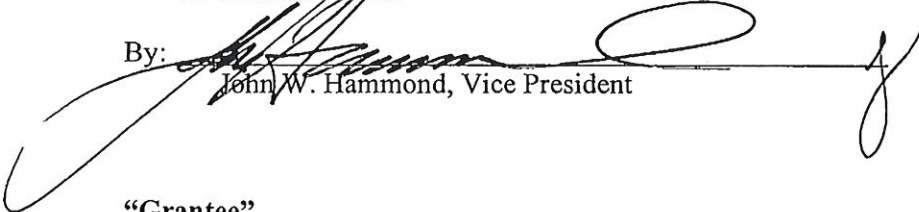
It is expressly agreed that the Grantor makes no warranty, either express or implied, as to the physical condition of the property and/or premises and/or improvements herein conveyed. The property and premises and any improvements are conveyed in "AS IS CONDITION", after inspection by Grantee. This provision is part of the consideration for the execution of this Deed of Gift by the Grantor herein and such Warranty Deed would not have been executed but for this provision. The recordation of this instrument by Grantee, or anyone acting on its behalf, conclusively evidences the acceptance of this conveyance subject to the provisions of this paragraph.

The reservations, covenants, and restrictions set forth in this deed shall be covenants running with the land for the benefit of Grantor and shall be binding on Grantee, its successors and assigns. Grantee has executed this Deed of Gift for purposes of acknowledging acceptance of this instrument and to evidence its assent to the terms and provisions of the instrument.

"Grantor"

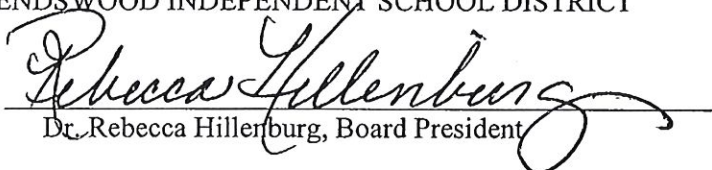
AUTUMN CREEK DEVELOPMENT, LTD.
a Texas limited partnership

By: Lennar Texas Holding Company, a Texas Corporation,
its General Partner

By: 
John W. Hammond, Vice President

"Grantee"

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

By: 
Dr. Rebecca Hillenburg, Board President

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on August 22, 2016 by John W. Hammond, Vice-President of Lennar Texas Holding Company, a Texas corporation, as General Partner of Autumn Creek Development, Ltd., on behalf of said limited partnership.



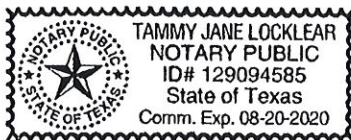
Monica D Vega Duffield
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Galveston

§
§
§

This instrument was acknowledged before me on September 12, 2016 by Dr. Rebecca Hillenburg, Board President of Friendswood ISD, a public school district on behalf of said corporation.

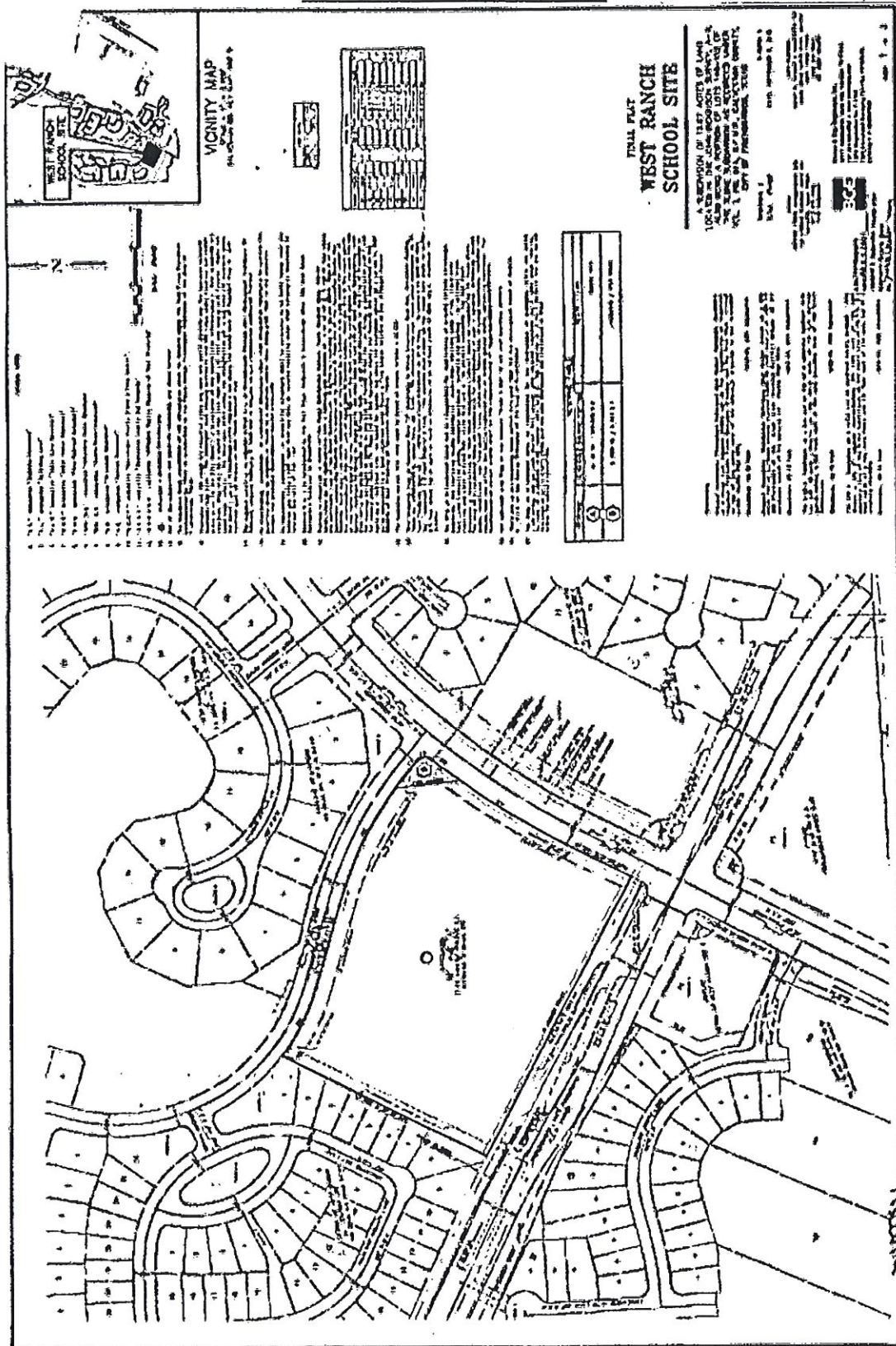


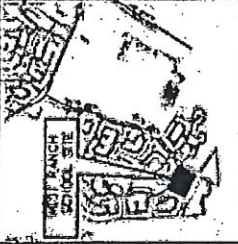
Tammy J Locklear
Notary Public, State of Texas

After Recording please return to:
Friendswood Development Company
681 Greens Parkway, Suite 220
Houston, TX 77067
Attn: Monica Vega-Duffield

EXHIBIT "A"

PROPERTY DESCRIPTION



VICINITY MAP


**FINAL PLAN
 WEST RANCH
 SCHOOL SITE**

A SUBDIVISION OF 11.85 ACRES OF LAND
 LOCATED IN THE AREA TOWNSHIP SUPERVISOR'S
 DISTRICT NO. 1, COUNTY OF LOS ANGELES, CALIFORNIA
 THE ABOVE SUBDIVISION AS SHOWN ON THE
 PLAN, IS TO BE USED FOR SCHOOL PURPOSES
 AND TO PROVIDE FOR THE SITE OF A
 SCHOOL BUILDING AND PLAYGROUND.

APPROVED

 COUNTY OF LOS ANGELES

APPROVED

 COUNTY ENGINEER

APPROVED

 PLANNING COMMISSION

APPROVED

 BOARD OF SUPERVISORS

APPROVED

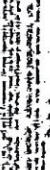
 CITY OF LOS ANGELES

APPROVED

 STATE OF CALIFORNIA

APPROVED

 FEDERAL GOVERNMENT

APPROVED

 COUNTY OF LOS ANGELES

APPROVED

 PLANNING COMMISSION

APPROVED

 BOARD OF SUPERVISORS

APPROVED

 CITY OF LOS ANGELES

APPROVED

 STATE OF CALIFORNIA

APPROVED

 FEDERAL GOVERNMENT

EXHIBIT "B"

PROTECTIVE COVENANTS

The Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the covenants, conditions and restrictions hereinafter set forth (the "Protective Covenants"), all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding upon all parties, now and in any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which such right, title or interest is or may be acquired; provided, however, these Protective Covenants shall cease to exist and be of no further force or effect any time that title to the Property is revested in Grantor, its successors or assigns. These Protective Covenants may only be amended by written agreement between Grantor and Grantee, their successors or assigns

1. Use. The Property may be used in whole or in part for Public Educational Facility use, and other related or ancillary uses, including facilities customarily incident thereto, but for no other purpose or purposes, provided however, from and after 30 years from the date of conveyance of the property from Grantor to Grantee, the Property may be used in whole or in part as a church or other religious use, private or public school, or recreational facilities, but only so long as all buildings, structures, additions, signs and other improvements erected or maintained thereon (i) shall be in harmony of design with, the buildings, structures, additions, signs, and other improvements if any, located on adjoining Properties, and (ii) shall be in conformance with these Protective Covenants.

2. Offensive and Prohibited Uses. No use of the Property shall be permitted which is illegal, or offensive (except to the extent conducted in connection with Grantee's educational programs) in the reasonable opinion of Grantor by reason of odor, fumes, dust, smoke, noise, or pollution, or hazardous by reason of excessive danger of fire or explosion. In addition, no activity or use shall be permitted on or with respect to any part of the Property which is, in Grantor's reasonable opinion, obnoxious to or out of harmony with the development of the immediate community in which the Property is located, including, but not limited to, the operation of (a) a garage, gasoline service station or other establishment for the sale of motor fuel or other petroleum or energy products; (b) an automobile, truck or heavy equipment sales or rental facility; (c) a car wash; (d) a convenience store, (e) multifamily for rent or ownership; (f) any trailer court, junk yard, scrap metal yard or waste material business; (g) a tattoo or body piercing establishment; (h) a drive through fast food establishment; (i) automobile repair facilities, tire repair or replacement facilities, and other automotive related service facilities including muffler shops or express lube shops; (j) an auction house or flea market; (k) an office for the practice of veterinary medicine if the operation includes the use of kennels, runs, or any other related facilities located outside the building (veterinary practices dealing with large animals such as cattle and horses are specifically prohibited); (l) a kennel or business involving the boarding of animals, except in connection with an office for the practice of veterinary medicine, as described in (j) above; (m) a dry cleaning plant or operation where dry cleaning of clothes is done on-site, (n) an amusement or game room; (o) pharmacy; (p) storage or other warehouse facility; (q) funeral home or mortuary; (r) cellular/communications tower; (s) a tower site, or (t) an "adult" bookstore, theater, studio, parlor or other facility, any of which show on-premise X-type rated or unrated pornographic motion pictures or video films or provide forms of entertainment appealing to the prurient interests of the general public or would otherwise diminish the reputation or alter the family-oriented character of the community in which the Property is located. No building, structure, addition, sign, or other improvement shall be erected, maintained, or permitted upon any portion of the Property that would be used for the aforesaid offensive and/or prohibited uses.

3. Grantor Approval Required. No building, structure, addition, permanent sign, or other improvement may be constructed, remodeled, replaced or altered in any manner on the Property until the exterior site plans, exterior elevations and exterior specifications (including, and only to the extent related to, site layout, building and sign location, building material, dimensions, elevations, grading and drainage

plans, utility layout, the design and color scheme of all permanent signs, site and off-street parking of vehicles, landscaping and exterior lighting) have first been submitted to and approved in writing by Grantor, which approval shall not be unreasonably denied, delayed, conditioned, or withheld. Such approval shall be to (a) insure compliance with these Protective Covenants and with Grantor's Development Guidelines for West Ranch (the "Development Guidelines") adopted and promulgated and amended from time to time by Grantor for said Property and other commercial properties in the West Ranch area; and (b) confirm the quality of materials, color, harmony of external design with existing and proposed structures, and the location and finish grade elevations of the improvements with the surrounding topography. Grantor agrees that Grantee shall not be required to implement any exterior features which unreasonably deviate from typical school construction specifications or which unreasonably exceed typical school construction budgets. Nothing herein shall be construed as prohibiting Grantee's right and obligation to accommodate student enrollment, as required by state law, with necessary temporary buildings.

Reference is here made to the Development Guidelines for all construction, replacement or material alteration of any building, exterior structure, sign, exterior addition, or other exterior improvement, which Development Guidelines may be amended from time to time by Grantor. The construction, remodeling, replacement or material alteration of any building, exterior structure, exterior addition, sign or other exterior improvement shall comply with the Development Guidelines as they now exist or as they may hereafter be amended. However, such amendments shall not retroactively apply to existing improvements.

Approval of plans and specifications by Grantor is only for the purposes above described and specifically, but without limitation, shall not be construed as any representation by Grantor as to, or responsibility for, design or quality of improvements or the ultimate construction thereof. Any and all plans and specifications submitted to Grantor which have not been disapproved within thirty (30) days after the date of submission shall for all purposes be deemed to have been approved.

4. Open Spaces. At the time of development, all open space must be landscaped and shall have an irrigation system installed along the landscape setbacks, all in accordance with plans approved by Grantor.

5. Setbacks. Minimum building and parking setbacks shall be as follows (measured from the property line):

	<u>Building</u>	<u>Parking</u>
From West Ranch Blvd	50'	35'
From Pleasant Hill Dr	75'	35'
From all other property lines	30'	30'

No parking areas and/or paved area for vehicular circulation (except driveways which directly access a public right-of-way) shall be located within any setback area. Existing trees and landscaping located within building and parking setback areas or adjacent street right-of-way shall be fenced during construction activity in order to preserve such existing landscaping. The location of such fencing and access areas shall be subject to written approval by the Grantor. Access to the property across the setback areas for construction purposes shall be restricted to the areas designated for permanent driveway access, which are subject to review and approval by the Grantor and applicable governmental authority prior to commencement of construction. Notwithstanding anything contrary herein, there shall be no minimum setback requirement from any adjoining property owner by Grantee.

6. Building Height. All buildings and improvements erected on the Property shall be limited to a maximum of two stories in height which shall not extend more than 40' from the slab.

7. Parking Requirements. Automobile parking spaces, sufficient in number for all employees and customers/visitors, shall be provided on-site, and all parking areas shall be internally drained, curbed and paved. Maximum parking requirements/spaces shall be in accordance with minimum parking requirements for the Property's specific use as defined by the City of Friendswood.

8. Outside Storage. All utility/service system components and trash pick-up stations shall be integrated with the building or screened by a fence or wall of compatible materials not less than eight (8') feet high. The utility/service system components and trash pick-up stations shall not be visible above such screening.

9. Grading and Drainage. Grantee shall comply with any requirements imposed by authorities having jurisdiction for the collection of storm water, and will divert its storm water through underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project.

10. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of parapet wall. Such screening and/or parapet wall shall be equal to or greater than the height of the roof top mechanical equipment. **All power transformers shall be ground mounted and screened from public view by fencing or landscaping.**

11. Underground Utilities. All electrical service, pipe, conduit, cable, or lines for water, gas, sewage, drainage, or steam shall be installed and maintained below grade.

12. Exterior Illumination. Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas, recreational areas and walkways and shall not produce glare or splashover on adjacent streets or properties.

13. Variances. Grantor has the exclusive right and hereby retains the exclusive right to approve variances or otherwise change, rescind, or modify these Protective Covenants (except in a manner that would be more restrictive to Grantee) where in Grantor's judgment, any such variance will not adversely affect the development of West Ranch.

14. Assignment. Grantor has and hereby retains the right to assign, in whole or in part, its rights hereunder, including, but not limited to, the right to approve or disapprove plans and specifications and the right to grant deviations. In the event Grantor elects to assign such rights, such assignment shall be evidenced by an instrument in writing, executed and acknowledged by Grantor and Grantee, and filed in the appropriate Real Property Records of Galveston County, Texas.

15. Severability. Invalidation of any one of the covenants, conditions or restrictions of these Protective Covenants shall not affect any other provision, which shall remain in full force and effect.

16. Binding Effect. These Protective Covenants shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

17. Governing Law. These Protective Covenants shall be governed by and in accordance with the laws of the State of Texas.

18. Terminology. The captions beside the numbered Paragraphs herein are for convenience only and shall not limit, enlarge, modify, or otherwise affect these Protective Covenants in any manner whatsoever. Whenever required by the sense and circumstances of the context of these Protective Covenants or of any deed which these Protective Covenants have been made a part thereof, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

19. Performance. Any obligations hereunder are performable in Galveston County, Texas and any and all payments that are made hereunder are to be made in Galveston County, Texas.

FILED AND RECORDED

Instrument Number: 2016062803

Recording Fee: 58.00

Number Of Pages: 10

Filing and Recording Date: 10/12/2016 3:04PM

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.*

- "U.E." indicates "Utility Easement".
- "B.L." indicates "Building Line".
- "W.L.E." indicates "Water Line Easement".
- "W.M.E." indicates "Water Meter Easement".
- "F.H.E." indicates "Fire Hydrant Easement".
- "SAN. S.E." indicates "Sanitary Sewer Easement".
- "STM. S.E." indicates "Storm Sewer Easement".
- "D.E." indicates "Drainage Easement".
- "A.E." indicates "Aerial Easement".
- "G.C.C.F." indicates "Galveston County Clerk's File Number".
- "G.C.M.R." indicates "Galveston County Map Records".
- "O.P.R.O.R.P." indicates "Official Public Records of Real Property".
- "●" indicates a proposed Streetlight.
- All of the pipelines and pipeline easements are shown hereon.
- The finished floor elevations of all structures shall be located above the Base Flood Elevation (established by FEMA) as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
- Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required, they shall be a width of not less than four (4) feet and comply with Federal, State and Local requirements. The Developer shall cause the installation of: a six foot (6) sidewalk along the north side of Friendswood Lakes Boulevard and along the south side of Pleasant Hill Dr. (Per recorded plat of Sierra at West Ranch Section One).
- The subject property is located within City of Friendswood Planned Unit Development Ordinance No. 2004-20, adopted February 7, 2005 and is subject to all regulations contained therein.
- No residential, commercial, or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than fifty (50) feet to any pipeline except low pressure distribution system pipelines.
- No residential, commercial, or industrial structure shall be permitted to be built nearer than one hundred and fifty (150) feet from any well or related facility other than structures necessary to operate the well or facility.
- Reserve B will be maintained by the West Ranch Homeowner's Association after the West Ranch Management District is dissolved.
- Bearing orientation is based on the Texas Coordinate System, South Central Zone, NAD-83 established by GPS observations with a bearing and distance of N 41° 43' 46" E, 1,118.80 feet along the northwest line of the Slone Subdivision, originally recorded in Volume 254-A, Page 6 of the Galveston County Map Records and transferred to Volume 3, Page 61A of the Galveston County Map Records, said west line being monumented on the south by a 2-inch iron pipe found for corner at the intersection of the west line of said John Dickinson League, Abstract 9 with the south corner of the Sarah McKissick Survey, Abstract 151 and the most easterly north corner of the Mary Fabre Survey, Abstract 59 being an angle point the west line of Lot 108 of said Slone Subdivision, some also being the south corner of a 50-foot wide strip of land dedicated to the City of Friendswood for roadway purposes as shown on the plat of Falcon Ridge Section Three, a subdivision plat filed for record under Volume 18, Page 282 of the Galveston County Map Records and monumented on the north by a 5/8-inch iron rod found for corner and being the southwest corner of a called 61.3567 acres described in a deed recorded under Clerk's File Number 9441874 of the Official Public Records of Real Property of Galveston County, Texas.
- The boundary survey that this plat is based on closes within 1:10,000.
- This property lies in Unshaded Zone "X" according to Flood Insurance Rate Map, Galveston County, Texas No. 4854680005 E, Dated Sept. 22, 1999. The effective 100-year flood plain elevation 15.80 feet (NAVD-88, 2001 adj.). FIRM base flood elevation is 17.0 feet. To convert to NAVD 88 2001 Adj., subtract 1.2 feet from 17.0 feet. The minimum slab elevation for these lots shall be either 2.0 feet above top of curb or have an elevation of 21.43 feet (NAVD 88 2001 Adj.), whichever is greater.
- The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; The West Ranch Homeowner's Association or West Ranch Management District shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public rights-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of Texas New Mexico Power Company.
- Set 1/2-inch Iron Pipe w/ cap stamped "Brown & Gay" at all plat boundary corners.
- There are no pre-existing trees within this plat that fit the description found in Section 8.1.f.(3) of the Zoning Ordinance of the City of Friendswood.
- The City of Friendswood shall be responsible for the maintenance of sidewalks within the public right-of-way and portions thereof that meander onto adjacent landscape and/or open space reserves. Portions of sidewalks which meander onto private reserves shall be considered and are hereby dedicated as public access paths with the same allowances and limitations as those within the public right-of-way.

RESERVE TABLE		
RESERVE	ACREAGE/ SQUARE FOOTAGE	RESTRICTION
A	11.92 AC. / 519,076 S.F.	SCHOOL SITE
B	0.1567 AC. / 6,823 S.F.	LANDSCAPE / OPEN SPACE

BENCHMARKS:

Project Benchmark: Floodplain Reference Mark Number RM010080; Benchmark is a brass disk stamped 010080 set at the intersection of Blackhawk Regional Treatment Plant Entrance Driveway and Bay Side Blvd. 518, 3.1 feet north of the south curb of the entrance driveway to the treatment plant. KeyMap Page 657L.

Elevation: 23.82 Feet NAVD-88, 2001 Adjustment

Project Benchmark: Floodplain Reference Mark Number 010095 is a NGS metal rod in aluminum casing stamped HGCS 54 1986 located at 1301 FM 528 (Parkwood) at the Clear Creek Drainage District Office, at the northwest corner of the parking lot. KeyMap Page 656M.

Elevation: 29.43 Feet NAVD-88, 2001 Adjustment

TBM 11-12-1: Benchmark is a box cut on top of a concrete headwall with two (2) 60-inch culverts on the north side of FM 518 located approximately 1,816 feet west of the east boundary line of the Slone Subdivision.

Elevation: 25.70 Feet NAVD-88, 2001 Adjustment

TBM GPS 4 - Benchmark is a metal rod in aluminum casing stamped "John Chance - GPS 4" located approximately 371 feet west of the east boundary line of the Slone Subdivision on the south side of FM 518, 3.1 feet north of a hog wire fence and 131 feet west of the west end of a concrete headwall.

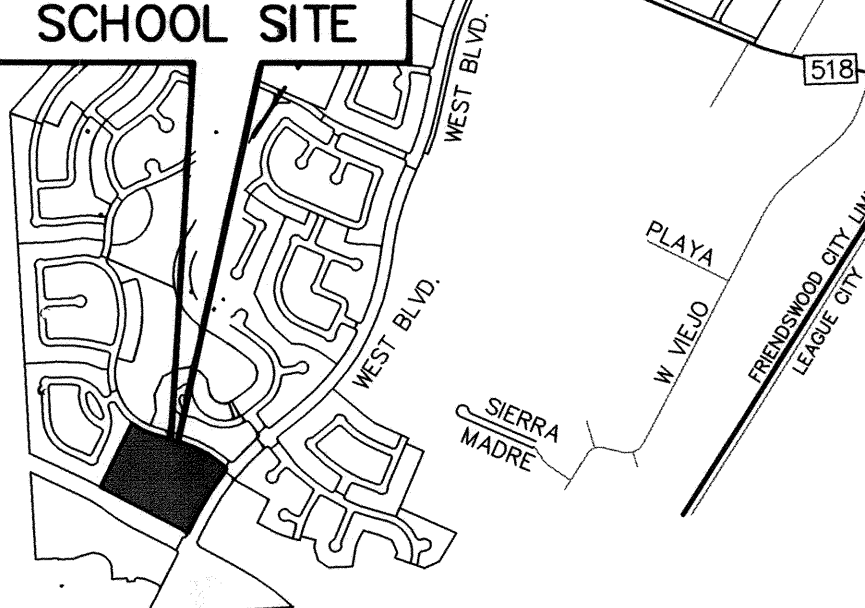
Elevation: 24.14 Feet NAVD-88, 2001 Adjustment



0 100 200 300

SCALE: 1"=100'

WEST RANCH SCHOOL SITE



VICINITY MAP

SCALE - 1" = 2,000'
GALVESTON CO. KEY MAP: 657 S

LINE DATA

NUMBER	BEARING	DISTANCE
L1	N50°12'46"W	31.77

CURVE DATA

NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	88°55'42"	38.80'	N 5°44'35" W	35.02'
C2	2113.90'	0°08'08"	5.00'	N 38°36'52" E	5.00'
C3	2113.90'	111°11'12"	412.65'	N 32°58'12" E	411.99'
C4	530.00'	21°34'52"	199.63'	N 63°18'12" W	198.45'
C5	970.00'	23°52'52"	404.30'	N 62°09'12" W	401.38'
C6	2113.90'	8°45'38"	323.16'	S 31°46'25" W	322.85'
C7	970.00'	20°18'58"	343.94'	N 63°56'08" W	342.14'
C8	970.00'	3°33'54"	60.36'	S 51°59'43" W	60.35'
C9	2113.90'	2°25'34"	89.49'	S 37°22'01" W	89.48'

FINAL PLAT WEST RANCH SCHOOL SITE

A SUBDIVISION OF 12.07 ACRES OF LAND
LOCATED IN THE JOHN DICKINSON SURVEY, A-9,
ALSO BEING A PORTION OF LOTS 148-152 OF
THE SLOANE SUBDIVISION AS RECORDED UNDER
VOL. 3, PG. 61A, G.C.M.R., GALVESTON COUNTY,
CITY OF FRIENDSWOOD, TEXAS

RESERVES: 2
SCALE: 1"=100'

BLOCKS: 1
DATE: SEPTEMBER 8, 2015

OWNER:
AUTUMN CREEK DEVELOPMENT, LTD.
550 GREENS PARKWAY, SUITE 100
HOUSTON, TEXAS 77067
(281) 875-1000
JOHN HAMMOND

LAND PLANNER:
KERRY R. GILBERT & ASSOCIATES, INC.
23501 CINCO RANCH BLVD., #A-250
KATY, TEXAS 77494
(281) 579-0340
MR. MATT STOOFS



Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.browngay.com
TBPB Registration No. F-1046
TBPB Licensed Surveying Firm No. 101065-00
CONTACT IF REQUIRED

STATE OF TEXAS
COUNTY OF GALVESTON

We, AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, acting by and through John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas Corporation, its general partner, owners, hereinafter referred to as Owners of the 12.07 acre tract described in the above and foregoing map of WEST RANCH SCHOOL SITE, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, acting by and through Lennar Texas Holding Company, a Texas Corporation, its general partner has caused these presents to be signed by John W. Hammond, its Vice President, this 10th day of September, 2015.

AUTUMN CREEK DEVELOPMENT, LTD.,
a Texas Limited Partnership

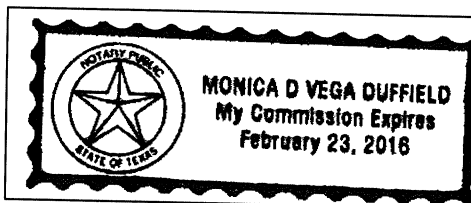
By: Lennar Texas Holding Company,
a Texas Corporation
its general partner

By: John W. Hammond
Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas Corporation, the general partner of AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, 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 expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of September, 2015.



Monica D. Vega-Duffield
Monica D. Vega-Duffield
Notary Public in and for the State of Texas
Commission Expires: February 23, 2016

STATE OF TEXAS
COUNTY OF HARRIS

We, WESLEY WEST CATTLE, L.P. and WESLEY WEST DESCENDANTS TRUST, owners and holders of liens against the property described in the plat known as WEST RANCH SCHOOL SITE, said liens being evidenced by instruments of record in the Clerk's File No. 2012013635 & 2012013636 of the Official Records of Galveston County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and we hereby confirm that we are the present owners of said liens and have not assigned the same nor any part thereof.

WESLEY WEST CATTLE, L.P.,
a Texas limited partnership

By: Stedman West Land and Cattle Company, LLC,
its general partner

By: Stuart W. Stedman
Manager

WESLEY WEST DESCENDANTS TRUST

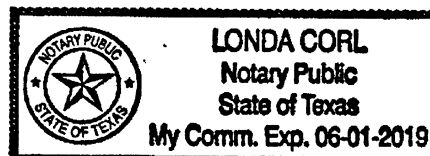
By: Stuart W. Stedman
Trustee

By: Betty Ann West Stedman
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stuart W. Stedman, Manager of Stedman West Land and Cattle Company, LLC, the general partner of WESLEY WEST CATTLE, L.P., a Texas limited partnership, and Trustee of WESLEY WEST DESCENDANTS TRUST, 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 expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of September, 2015.

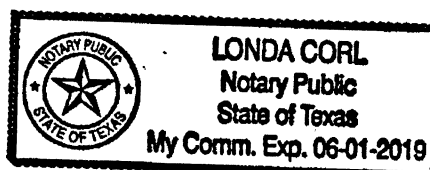


Londa Corl
Londa Corl
Notary Public in and for the State of Texas
Commission Expires: 06-01-2019

STATE OF TEXAS
COUNTY OF HARRIS

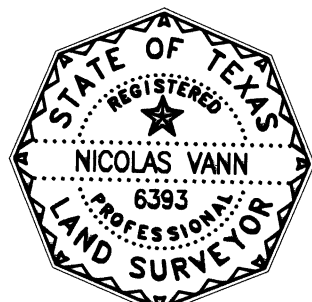
BEFORE ME, the undersigned authority, on this day personally appeared Betty Ann West Stedman, Trustee of WESLEY WEST DESCENDANTS TRUST, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of September, 2015.



Londa Corl
Londa Corl
Notary Public in and for the State of Texas
Commission Expires: 06-01-2019

I, Nicolas Vann, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that all bearings, distances, and other associated boundary information on the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods have an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.



Nicolas Vann
Nicolas Vann, R.P.L.S.
Texas Registration No. 6393

This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas has approved this plat and subdivision of WEST RANCH SCHOOL SITE, in conformance with the rules and regulations of the City of Friendswood as adopted by the City Council and authorized the recording of this plat

this 14 day of December, 2015.

By: David O'Farrell
David O'Farrell
Chairman

Attest: Becky Summers
Becky Summers
Development Coordinator

I, Patrick Donart, P.E., CFM, Public Works Director / City Engineer of the City of Friendswood, do hereby certify that the plat of this subdivision complies with all the existing rules and regulations of the City as adopted by the City Council and further that it complies with all of the ordinances as currently adopted by the City.

Patrick Donart
Patrick Donart, P.E., CFM,
Public Works Director / City Engineer

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on December 18, 2015, at 3:10 o'clock, P.M., and duly recorded on

DECEMBER 18, 2015, at 3:10 o'clock, P.M., in Plat Record - Map Number -
Galveston County Map Records.

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

Dwight D. Sullivan
Dwight D. Sullivan
County Clerk
Galveston County, Texas
By: [Signature]
Deputy

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT NOTES:

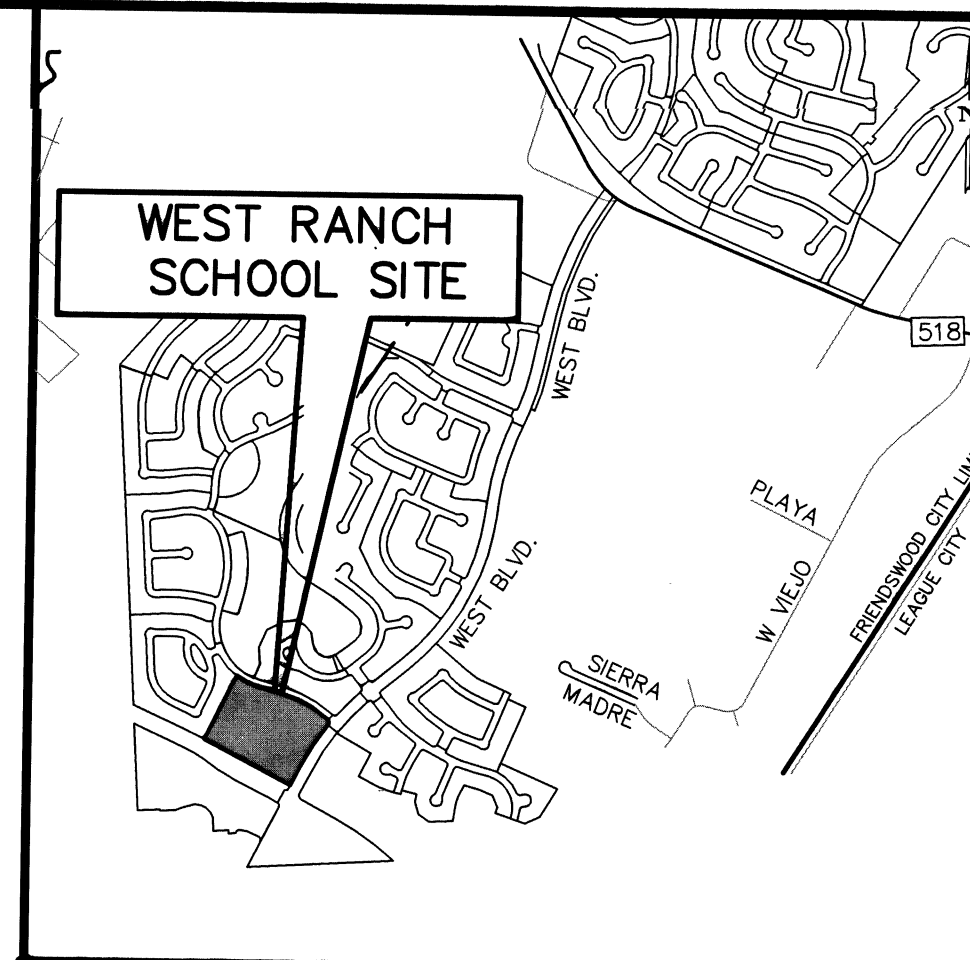
- Buildings, fences or other structures shall not be erected in GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (the DISTRICT) right-of-ways or drainage easements. Furthermore, no permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within said right-of-ways or drainage easements without the approval of the DISTRICT.
- The detention and drainage facilities are to be maintained by the property owner.
- No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
- Additional drainage easements may be required at the time a drainage plan is submitted to the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT for approval.
- Plantings, flowerbeds, or other landscaping is not permitted in side lot drainage or detention easements.
- No building permit shall be applied for until all drainage and detention facilities are constructed, inspected and approved by the DISTRICT.
- No permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within the detention facility without the approval of the DISTRICT.

Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

Paul J. Horecky
Director
[Signature]
Director

12-8-15
Date
12-8-15
Date

This is to certify that the above was signed based on the recommendation of the District's Engineer having reviewed all sheets provided and found them to be in general compliance with the District's "Drainage Criteria Manual". This approval is only valid for three hundred sixty-five (365) calendar days. Please note this does not necessarily mean that the plat has been completely checked and verified. The plat as submitted was prepared, signed, and sealed by a Professional Land Surveyor licensed to practice surveying in the State of Texas, which conveys responsibility and accountability to that Surveyor.



VICINITY MAP
SCALE - 1" = 2,000'
GALVESTON CO. KEY MAP: 657 S

FINAL PLAT WEST RANCH SCHOOL SITE

A SUBDIVISION OF 12.07 ACRES OF LAND
LOCATED IN THE JOHN DICKINSON SURVEY, A-9,
ALSO BEING A PORTION OF LOTS 148-152 OF
THE SLONE SUBDIVISION AS RECORDED UNDER
VOL. 3, PG. 61A, G.C.M.R., GALVESTON COUNTY,
CITY OF FRIENDSWOOD, TEXAS

RESERVES: 2
SCALE: 1"=100'

BLOCKS: 1
DATE: SEPTEMBER 8, 2015

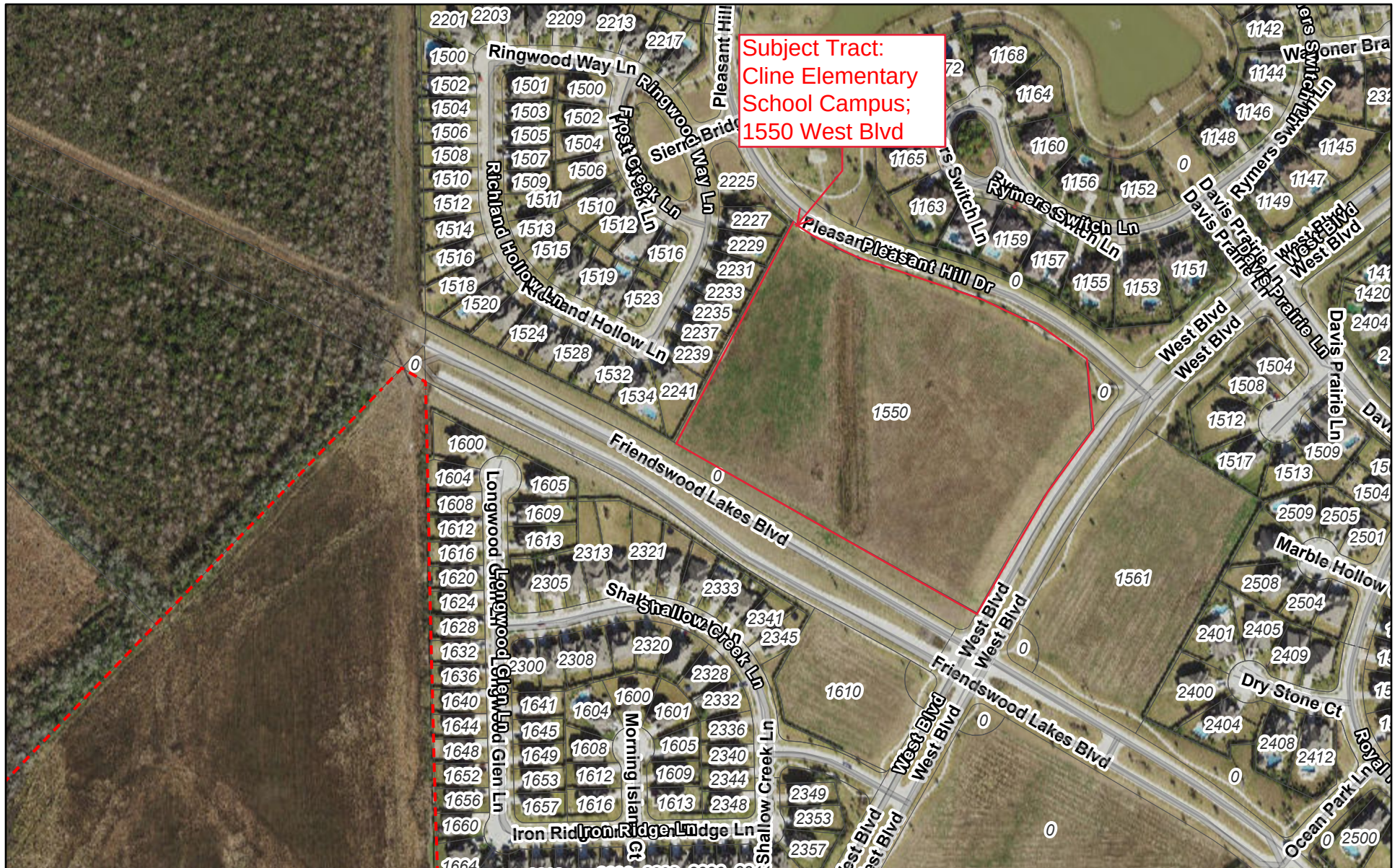
OWNER:
AUTUMN CREEK DEVELOPMENT, LTD.
550 GREENS PARKWAY, SUITE 100
HOUSTON, TEXAS 77067
(281) 875-1000
JOHN HAMMOND

LAND PLANNER:
KERRY R. GILBERT & ASSOCIATES, INC.
23501 CINCO RANCH BLVD., #A-250
KATY, TEXAS 77494
(281) 579-0340
MR. MATT STOOPS



Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.browngay.com
TBPB Registration No. F-1046
TBPB's Licensed Surveying Firm No. 101065-00
CONTACT IF REQUIRED

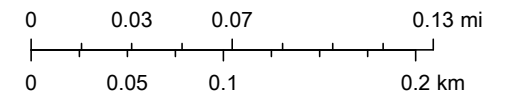
ArcGIS Web Map



8/9/2021, 10:25:57 AM

 City Limits  Streets  Parcels

1:4,514

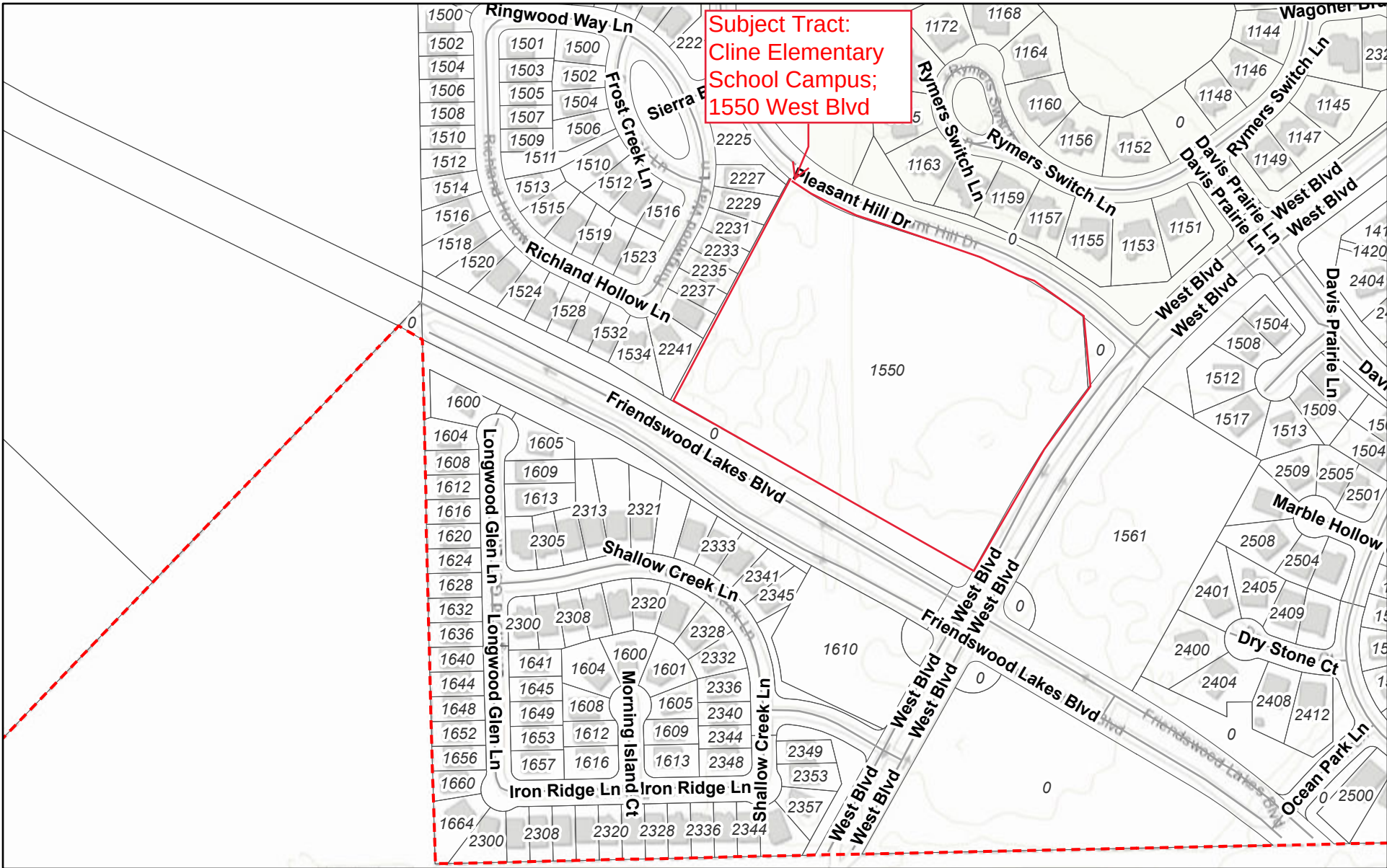


Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, NOAA, FEMA, and the U.S. Department of Homeland Security, Office of Emergency Management

ArcGIS Web Map



8/9/2021, 10:24:45 AM

 City Limits  Streets  Parcels

1:4,514

0 0.03 0.07 0.13 mi

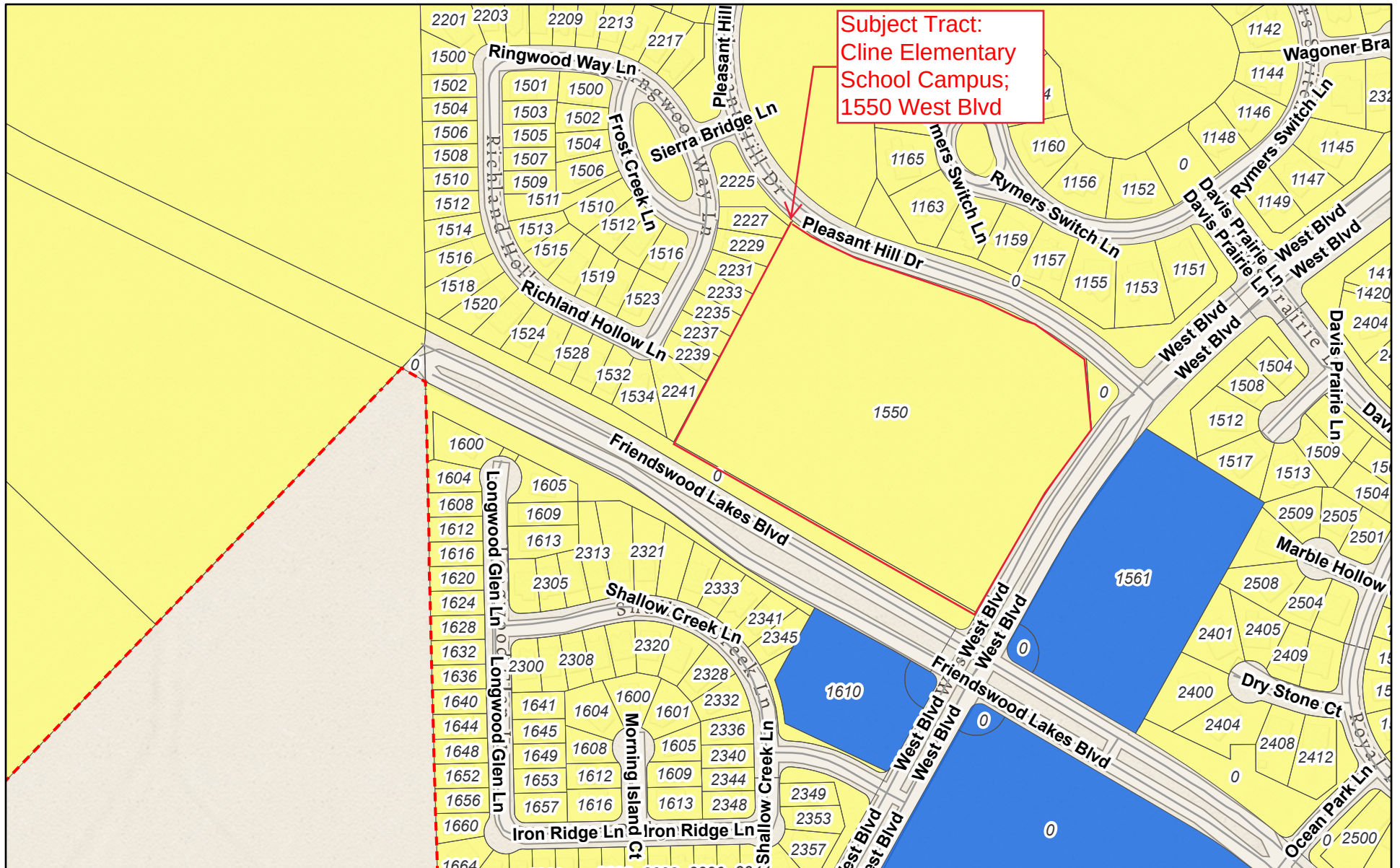
0 0.05 0.1 0.2 km

Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT

ArcGIS Web AppBuilder

Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, NOAA, and the Texas Department of Transportation. Page 91 of 6

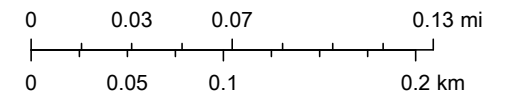
ArcGIS Web Map



8/9/2021, 10:26:51 AM

 City Limits
  Parcels
  Zoning of Parcels
  PUD
  CSC
  Streets

1:4,514



Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

ArcGIS Web AppBuilder

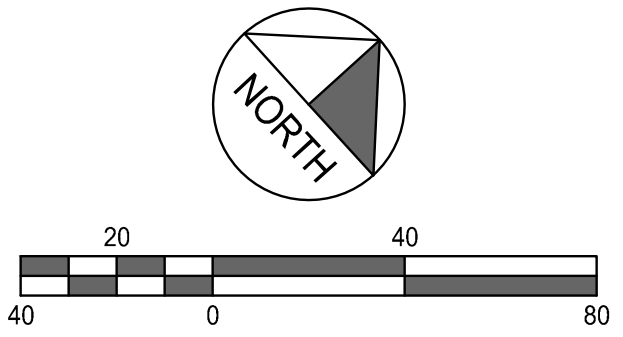
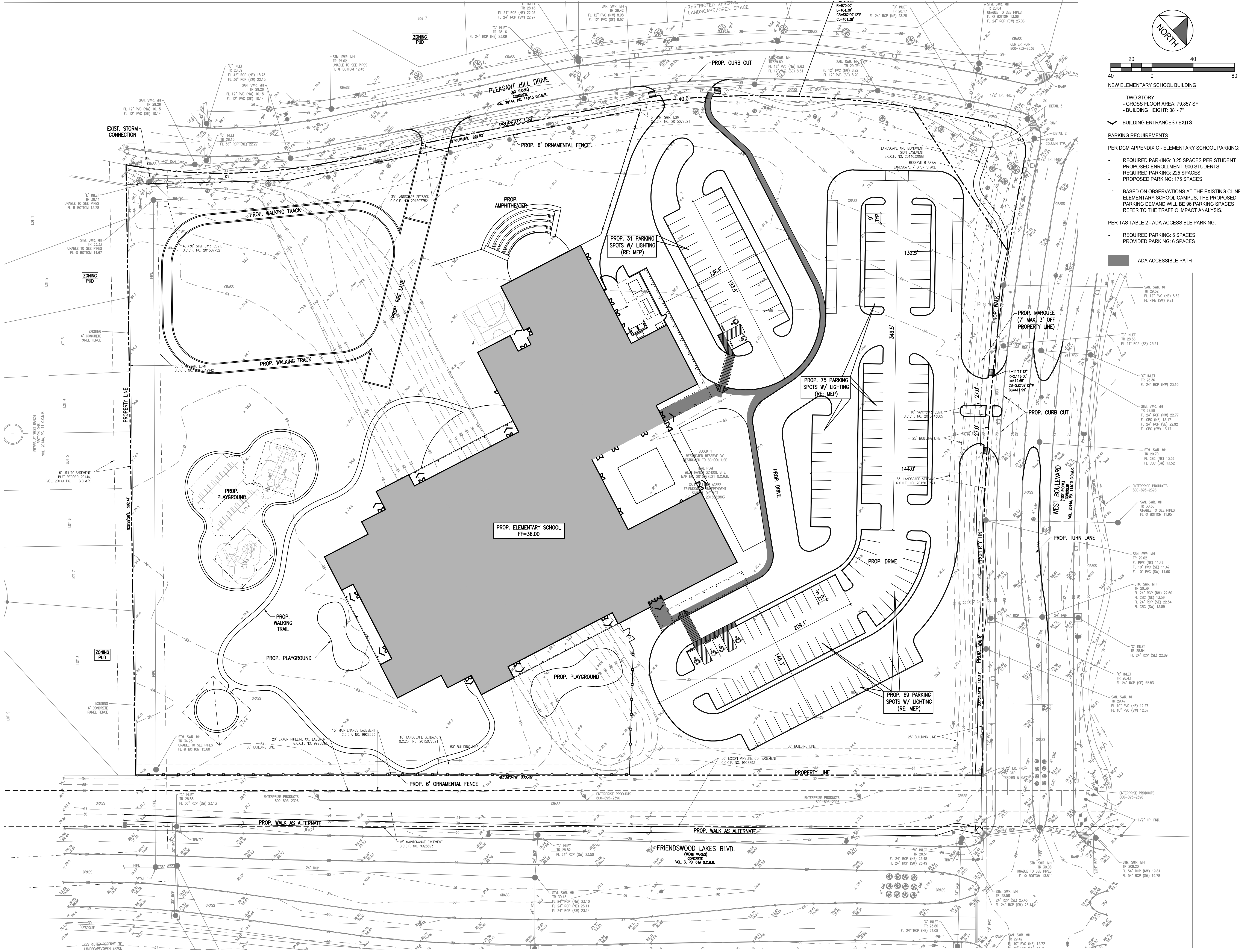
Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Page 92 of 656

EXHIBIT “B”

CHECKED BY: KfAlKE

DRAWN BY: AGLUZMAN



NEW ELEMENTARY SCHOOL BUILDING
- TWO STORY
- GROSS FLOOR AREA: 79,857 SF
- BUILDING HEIGHT: 38' - 7"

BUILDING ENTRANCES / EXITS
PARKING REQUIREMENTS

PER DOM APPENDIX C - ELEMENTARY SCHOOL PARKING:
- REQUIRED PARKING: 0.25 SPACES PER STUDENT
- PROPOSED ENROLLMENT: 900 STUDENTS
- REQUIRED PARKING: 225 SPACES
- PROPOSED PARKING: 175 SPACES
- BASED ON OBSERVATIONS AT THE EXISTING CLINE ELEMENTARY SCHOOL CAMPUS, THE PROPOSED PARKING DEMAND WILL BE 96 PARKING SPACES. REFER TO THE TRAFFIC IMPACT ANALYSIS.

PER TAS TABLE 2 - ADA ACCESSIBLE PARKING:
- REQUIRED PARKING: 6 SPACES
- PROVIDED PARKING: 6 SPACES

ADA ACCESSIBLE PATH

ARCHITECT

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

MEP

713-965-0608

LEAD ENGINEERS

713-965-3300

CLINE ELEMENTARY SCHOOL

CAMPUS REPLACEMENT -

SPECIFIC USE PERMIT

PBK Architects, Inc.

PBK.com

West Boulevard

Friendswood, TX 77546

ISSUE FOR SUP REVIEW

INDEPENDENT SCHOOL DISTRICT

CLIENT

FRIENDSWOOD ISD

DATE

10/7/2021

PROJECT NUMBER

20380

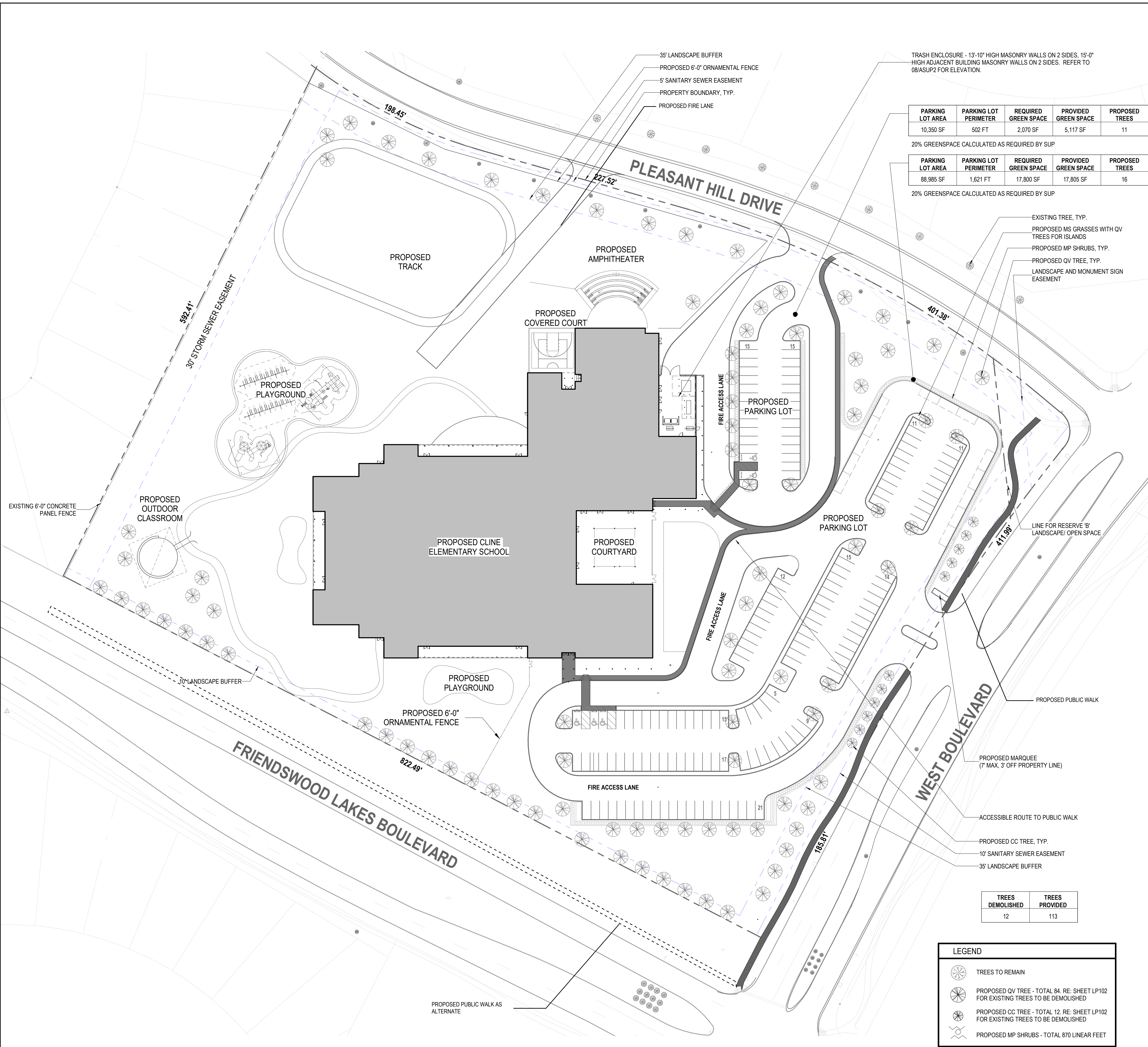
DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

SITE PLAN

C101



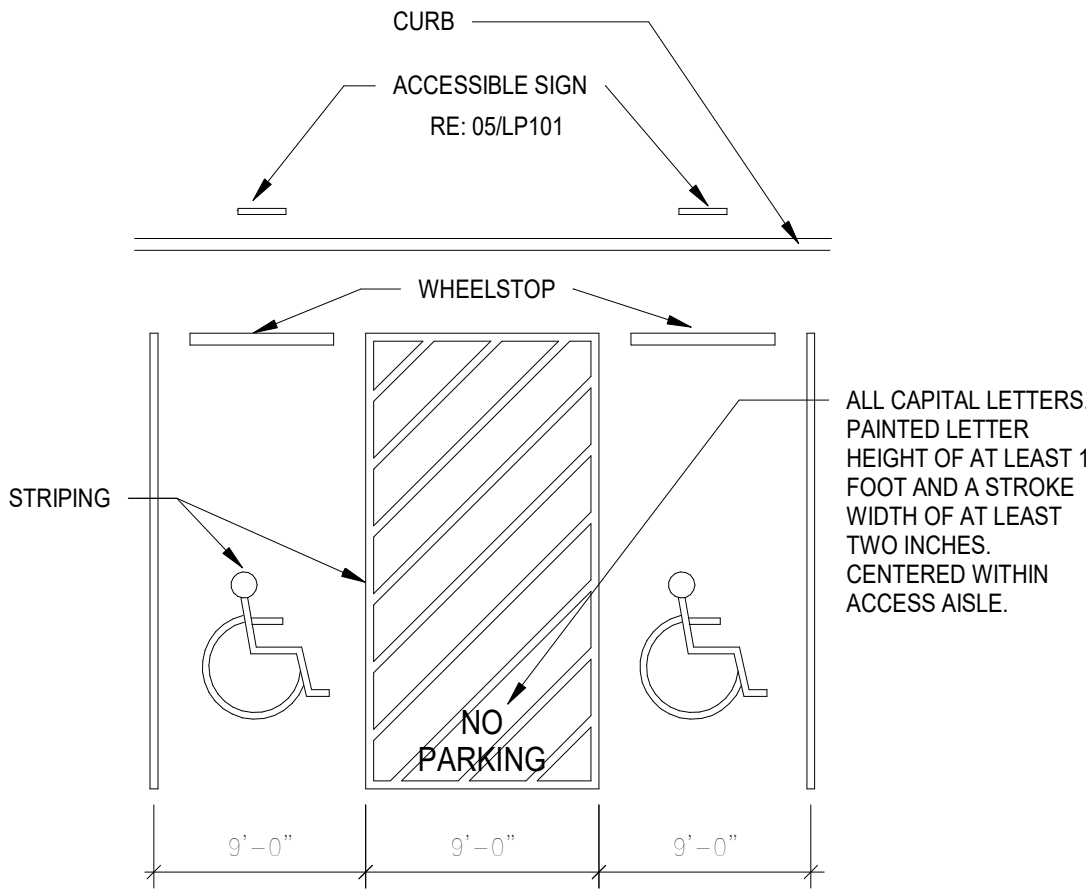
LANDSCAPE ANALYSIS FORM AT ROW				
STREET NAME	LINEAR FEET	TREE REQUIRED	TREE PLANTED	TREE EXISTING
PLEASANT HILL DRIVE	868 FT	35	20	11
WEST BOULEVARD	601 FT	24	18	0
FRIENDSWOOD LAKES BLVD	790 FT	32	36	0
ISLANDS	-	8	28	0
TOTAL		99	102	11
			113	

1 TREE PER 30 LINEAR FEET PER SUP

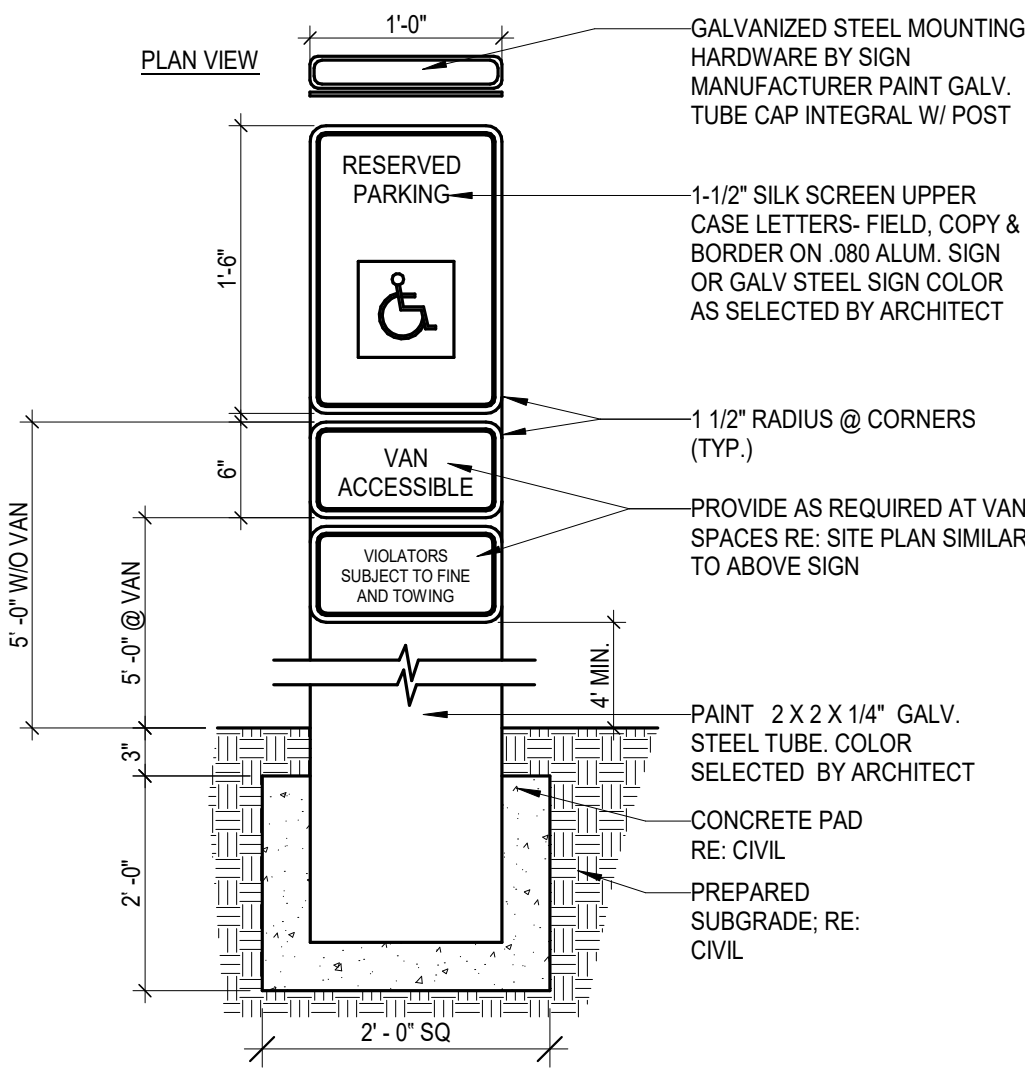
PLANT SCHEDULE							
TREES							
SYM.	Botanical Name	Common Name	Size	Cal.	Height	Spread	Remarks
QV	Quercus virginiana	Live Oak	65 Gal.	3"-4"	12'-14'	5'-6'	
CC	Cercis canadensis var. Texensis	Texas Redbud	45 Gal.	2 1/2"-3"	8'-10'	5'-6'	
SHRUBS							
SYM.	Botanical Name	Common Name	Size	Height	Spread	Spacing	Remarks
MP	Myrica pusilla	Dwarf Wax Myrtle	5 Gal.	24"	16"	24" O.C.	
GRASSES							
SYM.	Botanical Name	Common Name	Size	Height	Spread	Spacing	Remarks
MS	Miscanthus sinensis	Little Kitten Grass	1 Gal.	16"	12"	18" O.C.	

PLANTING NOTES

1. ALL PARKING ISLANDS TO BE PLANTED WITH 1 GAL. MISCANTHUS SINENSIS, 18" O.C.
2. ALL REQUIRED TREES FOR PARKING AND STREETScape TO BE 3" CALIPER 65 GAL. QUERCUS VIRGINIANA DESIGNATED WITH 'QV', OR 3" CALIPER 45 GAL. CERCIS CANADENSIS VAR. TEXENSIS DESIGNATED WITH 'CC'.



06 ACCESSIBLE STRIPING
1" = 1'-0"



01 ACCESSIBLE PARKING SIGN
1" = 1'-0"

PBK

ARCHITECT PBK Architects, Inc. HOUSTON 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0808 P 713-961-4571 F TX Firm: BR 1608

CIVIL 080 713-965-0908 MEET LEAF ENGINEERS 713-960-3300

CLINE ELEMENTARY SCHOOL CAMPUS REPLACEMENT

1500 WEST BOULEVARD FRIENDSWOOD, TX 77546

ISSUE FOR SUP REVIEW

06 FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

KEY PLAN NORTH: PLAN TRUE

REGISTERED ARCHITECT MELISSA TURNER 21777 STATE OF TEXAS

Melissa Turnbaugh AUG 6, 2021

CUSTOMER FRIENDSWOOD ISD

DATE AUGUST 6, 2021 PROJECT NUMBER 20380

DRAWING HISTORY

No.	Description	Date

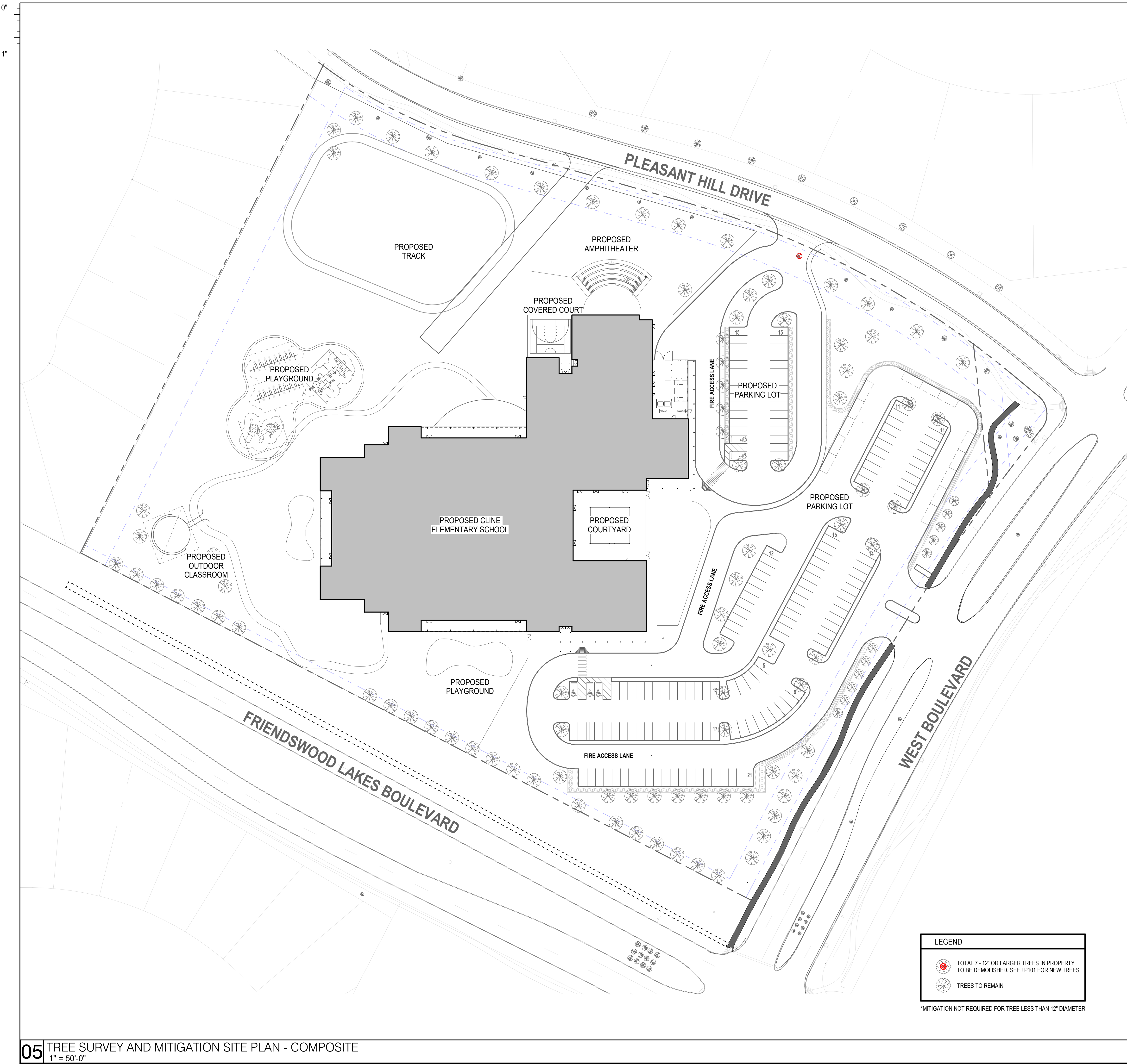
ISSUE FOR SUP REVIEW

BUILDING NUMBER

LANDSCAPE PLAN

LP101

Page 95 of 656



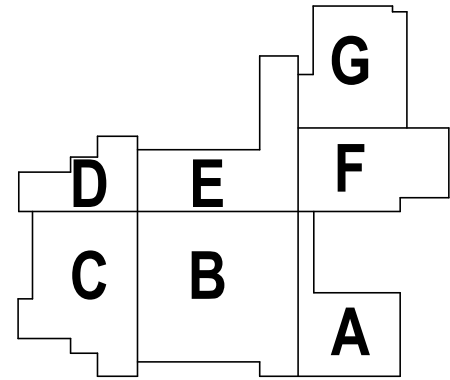
05 TREE SURVEY AND MITIGATION SITE PLAN - COMPOSITE
1" = 50'-0"



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
MECHANICAL
713-965-0608
ELECTRICAL
713-965-0608
PLUMBING
713-965-0608
HVAC
713-965-0608
SOUND/VIDEO
713-965-0608
GENERAL CONTRACTOR
713-965-0608

CLINE ELEMENTARY SCHOOL
CAMPUS REPLACEMENT

1550 WEST BOULEVARD
FRIENDSWOOD, TX 77546
ISSUE FOR SUP REVIEW



AUG 6, 2021

CLIENT		
FRIENDSWOOD ISD		
DATE	PROJECT NUMBER	
AUGUST 6, 2021	20380	
DRAWING HISTORY		
No.	Description	Date

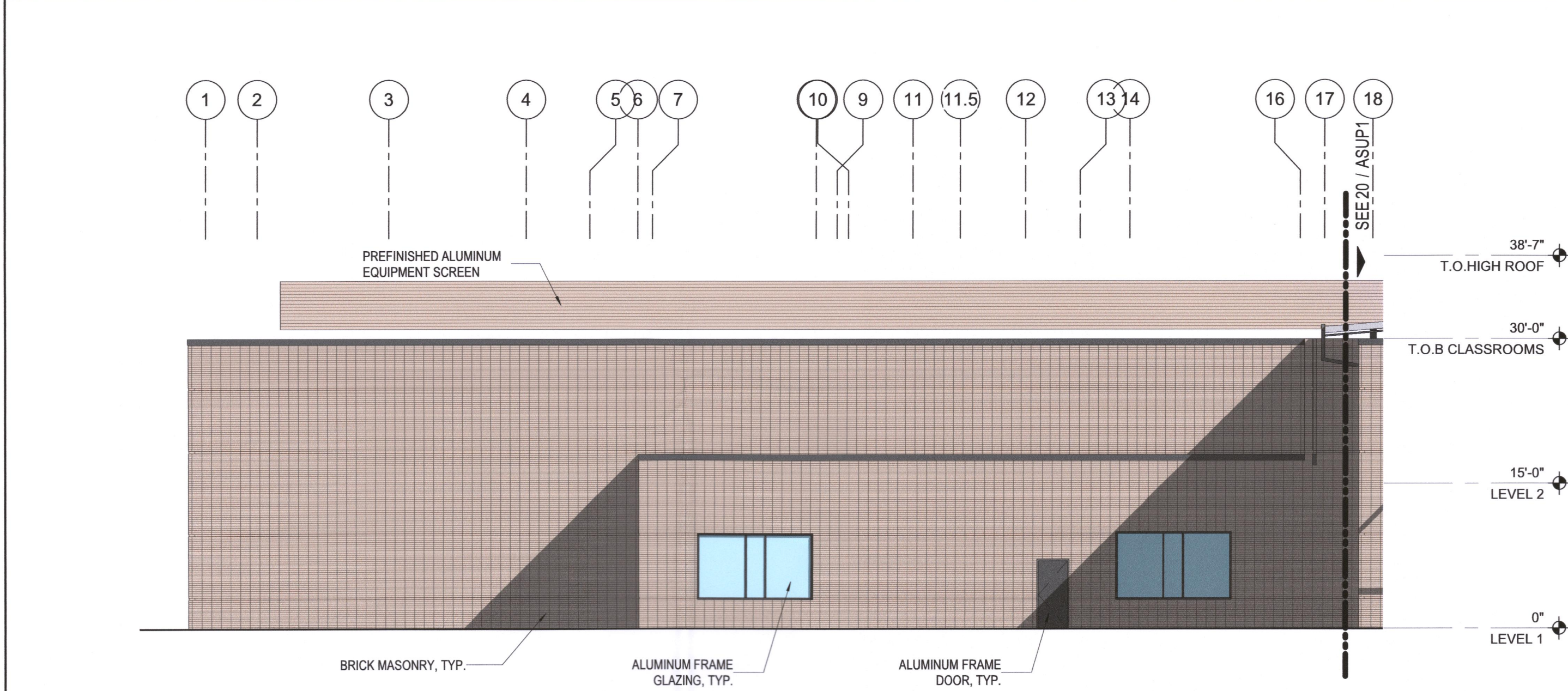
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BUILDING NUMBER

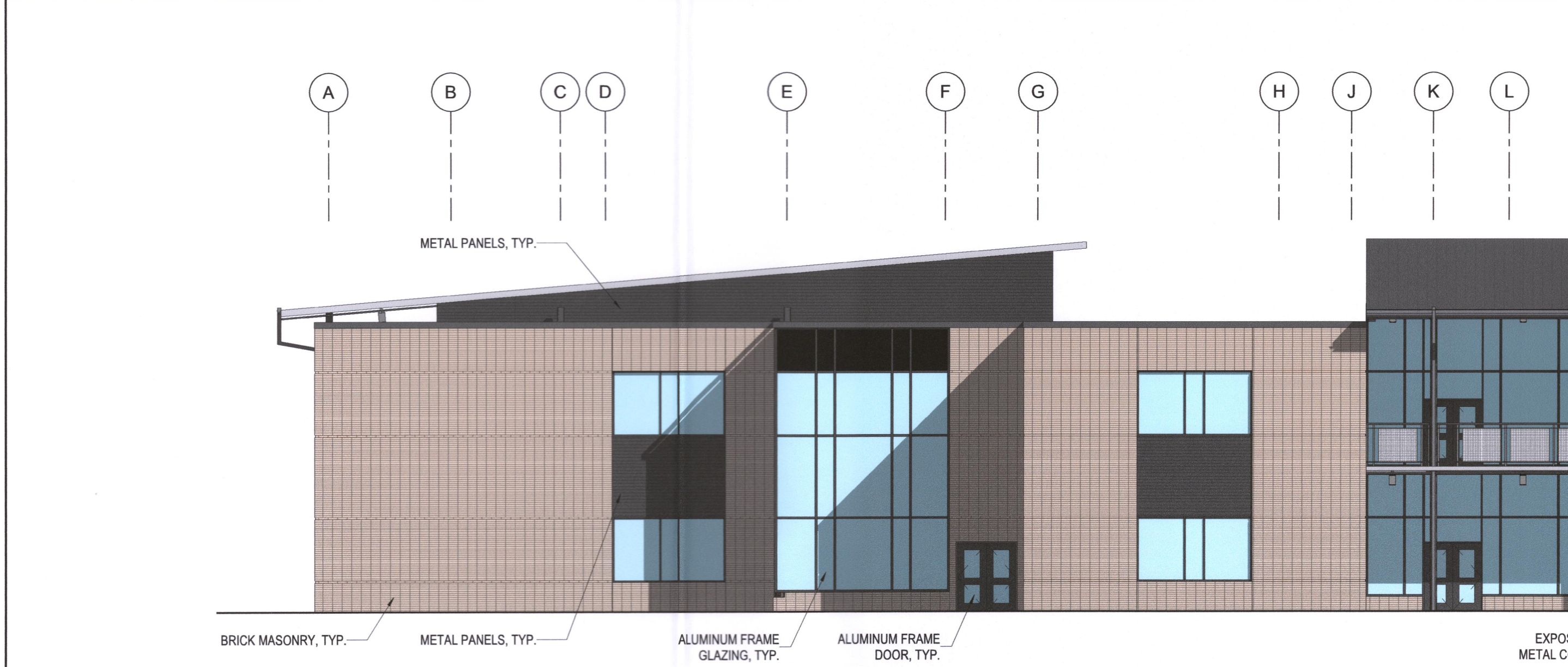
TREE SURVEY AND
MITIGATION SITE
PLAN

LP102

20 WEST ELEVATION B
3/32" = 1'-0"



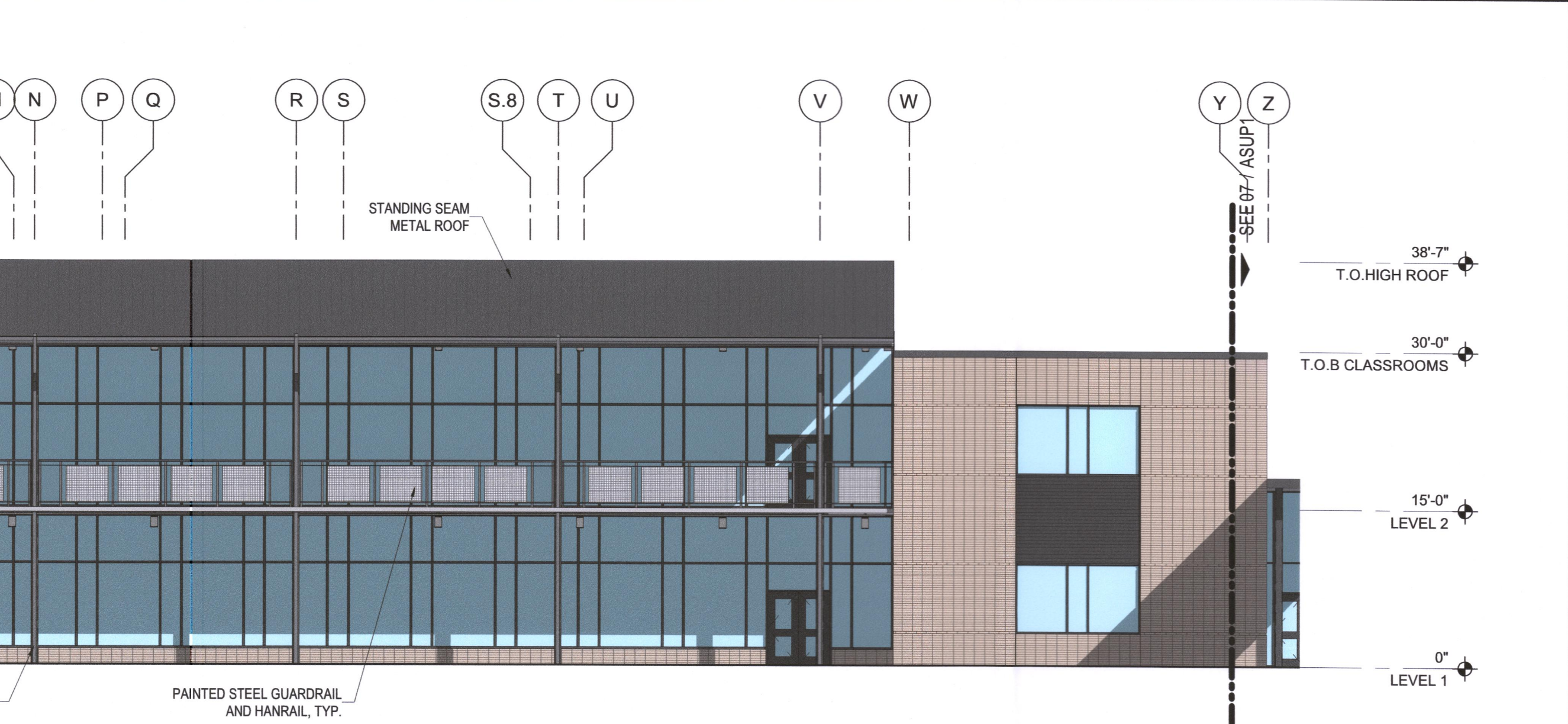
10 WEST ELEVATION A
3/32" = 1'-0"



05 SOUTH ELEVATION A
3/32" = 1'-0"



07 SOUTH ELEVATION B
3/32" = 1'-0"



05 SOUTH ELEVATION A
3/32" = 1'-0"



PBK

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
06
713-965-0608

MEPT
LEAF ENGINEERS
713-940-3300

CLINE ELEMENTARY SCHOOL
CAMPUS REPLACEMENT -
SPECIFIC USE PERMIT

1550 WEST BOULEVARD
FRIENDSWOOD, TX 77546
ISSUE FOR SUP REVIEW

FRIENDSWOOD
INDEPENDENT SCHOOL DISTRICT

REGISTERED ARCHITECT
MELISSA TURNBULL
21775
STATE OF TEXAS
Melissa Turnbull
AUG 6, 2021

CLIENT
FRIENDSWOOD ISD

DATE
AUGUST 6, 2021

PROJECT NUMBER
20380

DRAWING HISTORY

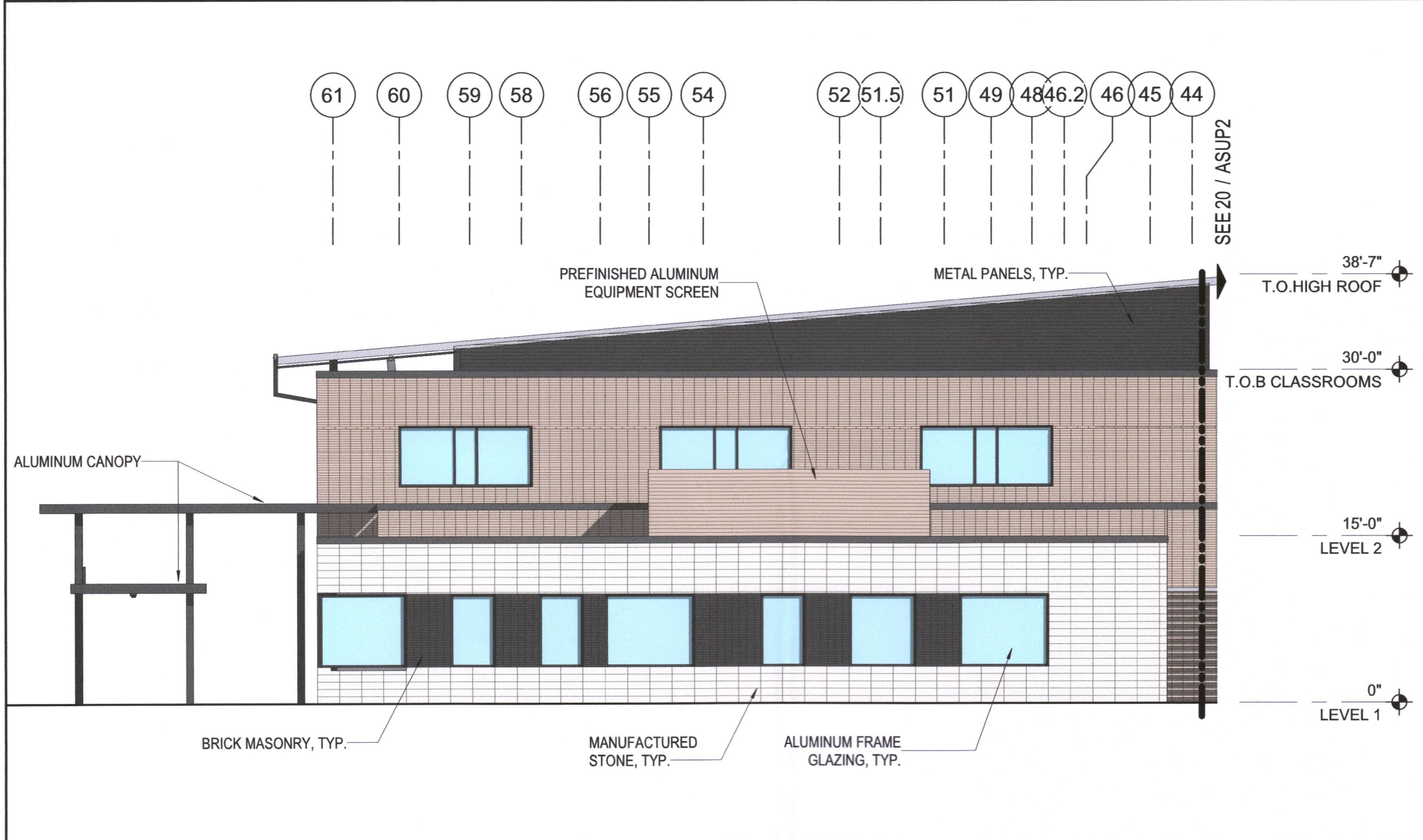
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ISSUE FOR SUP REVIEW
BUILDING NUMBER

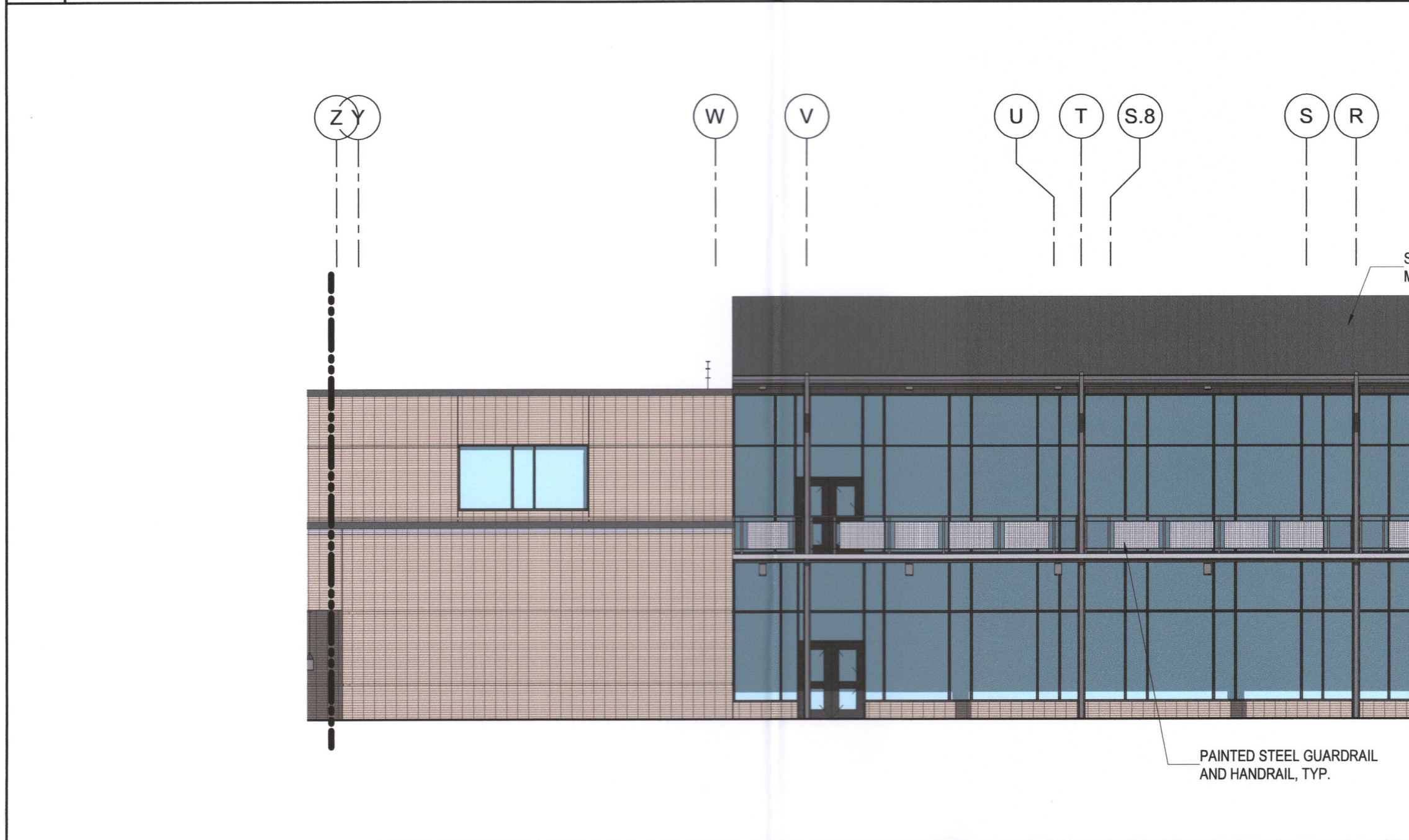
EXTERIOR
ELEVATIONS

ASUP1

20 EAST ELEVATION B
3/32" = 1'-0"



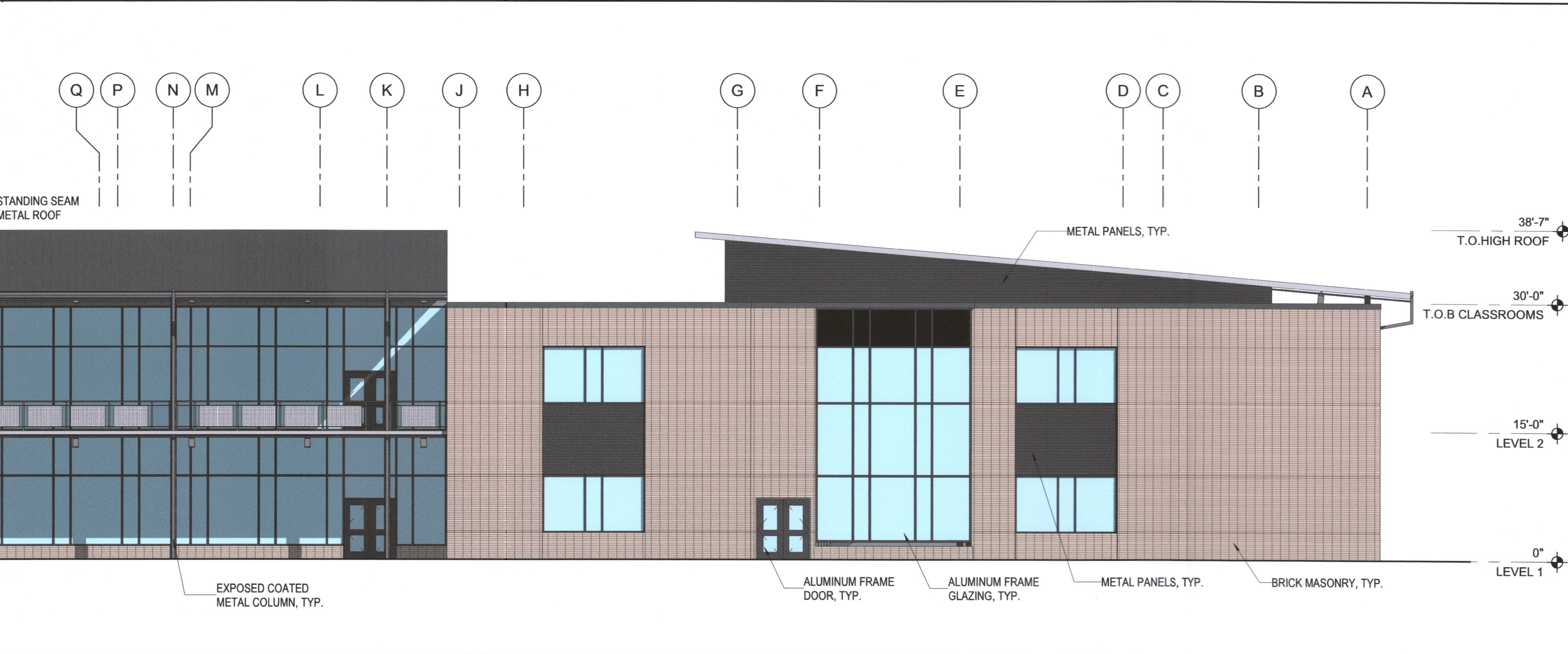
10 EAST ELEVATION A
3/32" = 1'-0"



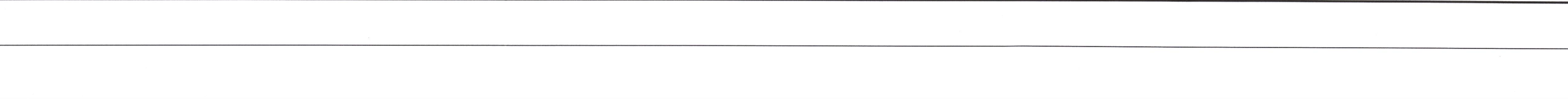
05 NORTH ELEVATION B
3/32" = 1'-0"



08 NORTH ELEVATION A
3/32" = 1'-0"



05 NORTH ELEVATION B
3/32" = 1'-0"



ARCHITECT

HOUSTON

11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-865-0808 P
713-961-4371 F
TX Firm: BR 1608

PBK Architects, Inc.

PBK.com

CIVIL

DES

713-965-0908

MET

LEAF ENGINEERS

713-946-3300

CLINE ELEMENTARY SCHOOL
CAMPUS REPLACEMENT -
SPECIFIC USE PERMIT

1550 WEST BOULEVARD
FRIENDSWOOD, TX 77546
ISSUE FOR SUP REVIEW

FRIENDSWOOD
INDEPENDENT SCHOOL DISTRICT

KEY PLAN

NORTH: PLAN TRUE

REGISTERED ARCHITECT
MELISSA TURNBORG
STATE OF TEXAS
21279

Melissa Turnborg
AUG 6, 2021

CLIENT

FRIENDSWOOD ISD

DATE
AUGUST 6, 2021

PROJECT NUMBER
20380

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

BUILDING NUMBER

EXTERIOR
ELEVATIONS

ASUP2

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: November 1, 2021

Date submitted: 09/16/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding proposed amendments to repeal in its entirety, Appendix B, Subdivision Ordinance and adopting a new Appendix B, Subdivision Ordinance, Sections I through XVI, incorporating changes pursuant to state law and administrative requirements such as authority and a variance procedure, removing the sidewalk fund option, and other grammatical and format changes.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission, along with staff, has been working on updating the Subdivision Ordinance. Amendments include changes per state law, incorporating administrative requirements such as authority and a variance procedure, and removing the sidewalk fund.

State law changes include changes per House Bill 3167, which made numerous changes to the site plan and subdivision platting approval process. The bill requires the municipal authority responsible for approving plats to either approve, approve with conditions, or disapprove with explanation/reasons within 30 days after the date the plan or plat is filed. Each condition or reason must be specified in a written statement and may not be arbitrary. Staff and the Commission have put these processes into action, but this amendment will formalize the process in the Subdivision Ordinance.

There were many administrative items missing from the Subdivision Ordinance, such as a statement stating the City's statutory authority, providing for a variance process, fire prevention and suppression, and fees. These have all been added.

Regarding sidewalks, sidewalks are required on all new developments in all zoning districts except for SFR and SFR-E open ditch streets. Additionally, there are a few other exceptions for in-fill development and subdivisions that were platted prior to sidewalks being required. The limited use of the sidewalk funds and the amounts being collected is not proving to be beneficial to the City. The proposal is to remove the option to pay into the sidewalk fund and require that sidewalks be installed, unless, in the judgement of the Planning and Zoning Commission, the safety of pedestrians does not require sidewalks.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the requirements in the ordinance provides better direction for developers, engineers and others who submit plans to the City of Friendswood. Additionally, keeping the ordinances in line with state law leaves less room for error.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested ordinance amendments. See attached Recommendation Memo for full recommendation.

ATTACHMENTS

1. Exhibit A Existing Subdivision Ordinance
2. Exhibit B New Subdivision Ordinance
3. PZ Rec Memo Subdivision Ord 10-19-2021

EXHIBIT “A”

Appendix B - SUBDIVISIONS

Section I. - General.

- a. *Purpose.* The purpose of this section is to establish the procedures and requirements for the submittal, review, consideration and action by the commission to provide the necessary details and orderly processing of the subdivision of land within the city and its extraterritorial jurisdiction.
- b. *Plat approval required.*
 1. It shall be unlawful for any person to subdivide any tract, lot, or parcel of land within the city or its extraterritorial jurisdiction unless and until a preliminary and final plat of such subdivision has been approved, or an exemption satisfied, in accordance with the terms of this appendix. Unless and until a preliminary and final plat, amending plat or replat of a subdivision shall have been first approved in the manner provided herein by the commission or an exemption satisfied, it shall be unlawful for any person to construct or cause to be constructed any street, utility, facility, building, structure, or any other improvement on any lot, tract, or parcel of land within such subdivision, except as specifically permitted herein.
 2. No building, plumbing, electrical or mechanical permit shall be issued by the city for the construction of any structure on a lot or tract in a subdivision for which a final plat has not been approved by the commission and filed for record or certificate of exemption issued. No site plan shall be approved by the city for the construction of any structure on a lot or tract in a subdivision for which a preliminary plat has not been approved by the commission, or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot or tract in a subdivision in which the permanent public improvements have not been approved and accepted by the city.
 3. Large tract division. A division of land under subsection b.1 of this section does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated. Access shall be satisfied by compliance with section III.b.1(a). Upon request by the owner of a tract resulting from this division who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
 4. Partial plat approval. Notwithstanding subsection b.1 of this section, a subdivision plat need not include all of a tract being divided if:
 - (a) *General.*
 - (i) The portion of the tract being divided but not included within the plat boundaries is not intended to be a part of the development reflected in the proposed plat; or
 - (ii) If some or all of the portion being divided but not included within the plat boundaries is intended to be a part of the development reflected in the proposed plat, then such part may be platted in a subsequent phase of the development, provided the person dividing the property submits a conceptual plan pursuant to section II.a that meets with city approval;
 - (b) The tracts being divided:
 - (i) Each have access that complies with section III.b.1(a); and
 - (ii) Each are greater than five acres in size;
 - (c) Excluding the portion of the tract being divided but not included within the plat boundaries will not substantially alter or impede any pending or anticipated development;
 - (d) The boundaries of the portion of the tract not included within the plat are depicted and identified on the plat of the subdivision by dashed lines as provided for by section II.b.2(c)(2), and with a notation thereon indicating that development of such tract is contingent upon a subdivision plat thereof being filed and approved by the city, if such plat is required;

- (e) The plat application includes an acknowledgement, executed by the owner of the tract being divided, confirming that development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the city, if such plat is required, in accordance with the rules and regulations of the city governing plats and the subdivision of land in effect at the time the application for plat approval for such portion is sought; and
 - (f) The general purposes of this appendix will be served without the necessity of including such tract within the boundaries of the plat.
- 5. Upon request by the owner of the tract resulting from a division under subsection 4(a)(i) of this section that is not intended to be a part of the development reflected in the proposed plat, and who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
- c. *Authority.* The city shall not repair, maintain, install or provide any street or public utility service, nor authorize the sale or supply of water or sewer service, in any subdivision for which a final plat has not been approved by the commission and filed for record. The city shall not repair, maintain, install, or provide any street or public utility service, nor authorize the sale or supply of water or sewage service, in any subdivision in which the permanent public improvements have not been approved and accepted by the city.
- d. *Exemptions.* The provisions of these subdivision regulations shall not apply to:
 - 1. *Annexed and consolidated areas.* Land legally platted and approved prior to the effective date of the city's subdivision regulations with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land.
 - 2. *In-fill tract.* Land constituting one or more contiguous tracts with total acreage of less than five acres with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land, for which a legal deed of record describing the boundary of said tract or parcel was filed of record in the deed records of the county clerk of the appropriate county on or before the effective date of the ordinance from which this appendix is derived.
 - 3. *Certificate of exemption.* Upon request by the owner of a tract who qualifies for an exemption under subsection d.1 or d.2 of this section, the city must issue a certificate of exemption certifying that the division meets this exception.
- e. *Definitions.* The following definitions shall apply in the interpretation and the enforcement of this appendix. The terms not defined herein shall be construed in accordance with the ordinances of the city or their customary usage and meaning in municipal planning and engineering practices.

Access or accessway means the public or private street by which pedestrians and vehicles shall have lawful and usable ingress and egress to a property line, provided, however, that access may be provided through a private easement in a commercial development.

Alleys. Alleys shall only be used to provide secondary access to lots which otherwise have their primary access from an adjacent street. Minimum pavement width for alleys shall be 20 feet.

Block means an area of land within a subdivision entirely bound by streets (other than alleys), highways, natural barriers, or the exterior boundaries of the subdivision.

Block length means the distance along a side of a street between the nearest two streets which intersect said street on said side.

Block-face means one side of a city street between two consecutive intersections.

City means the City of Friendswood, Texas, a municipal corporation located within Galveston and Harris Counties, Texas.

Commission means the planning and zoning commission of the City of Friendswood, Texas.

Comprehensive plan means the general plan adopted by the city council for the growth and development of the city and its environs, including any and all elements of such plan, addressing such topics as land use, streets and thoroughfares, utilities, drainage, parks, community facilities and schools, as well as other related topics or plans.

Conceptual plan means a plan showing all of the proposed improvements, including, but not limited to, streets, lots, drainageways, etc.

Council means the duly elected governing body of the City of Friendswood, Texas.

Cul-de-sac means a dead-end street with turnaround.

Filed final plat means the date of the commission meeting that the plat is set for action.

Final plat means a complete and exact subdivision plan prepared in conformity with the provisions of this appendix and other related ordinances and in a manner suitable for recording with the county clerk of the county or counties in which said subdivision is located.

Frontage means that side of a lot abutting an accessway where the lot is assigned an address.

In-fill tract means any vacant tract or tracts of land that can be developed for the use for which they are zoned, and which are surrounded by, or adjacent to, existing developed property.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Preliminary plat means a map or drawing of a proposed subdivision prepared in accordance with the provisions of this appendix and which illustrates the features of the development for the purpose of review and preliminary approval by the commission.

Private streets means a right-of-way or accessway, meeting all requirements of public streets, except owned and maintained by private interests.

Public sidewalk means the minimum paved walkway, built in conformance with the city design criteria manual and standard construction details, located within the public right-of-way, or easement dedicated for public use, which provides continuous pedestrian access to adjacent land.

Public streets means a public right-of-way, dedicated for public use, which provides vehicular and pedestrian access to adjacent land. Included within this definition are the following general classification of streets:

- (a) *Major thoroughfares or arterial streets* means principal traffic arteries more or less continuous across the city and which are intended to connect remote parts of the city and which are used primarily for fast or heavy-volume traffic.
- (b) *Collector streets* means streets which carry traffic from minor streets to the major system of arterial streets and highways; said street may service commercial or industrial areas.
- (c) *Minor streets* means streets which are used primarily for access to the abutting properties and which are intended to serve traffic within a limited area.
- (d) *Boulevard* means a collector street utilizing two 22-foot, minimum width, paved roadway sections divided by a 12-foot-wide lane with raised median, which serves to separate traffic moving in opposite directions.

Subdivider and/or *developer* are synonymous and are used interchangeably, and shall include any person, partnership, firm, association, corporation and/or any officer, agent, employee, servant and trustee thereof, who does, or participates in the doing of, any act toward the subdivision of land within the intent, scope and purview of these regulations.

Subdivision or *subdivide* means the division of any lot, tract or parcel of land by plat, map or description into two or more parts, lots or sites for the purpose, whether immediate or future, of sale,

rental or lease, or division of ownership. Any dedication and the laying out (or realignment) of new streets, or other public accessways, with or without lotting, is a subdivision. The term "subdivision" or "subdivide" also includes the resubdivision and replatting of land or lots which are part of a previously recorded subdivision. An "addition" is a subdivision as defined herein. The term "subdivision" or "subdivide" includes the division of land whether by plat or by metes and bounds description, and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Title certificate means a certificate prepared and executed by a title company authorized to do business in the state or an attorney licensed in the state certifying the true owner or owners of the property and describing all encumbrances of record which affect the property. Such certificate shall include all property included within the platted area, and such certificate shall not have been executed more than 45 days prior to the submission of same to the commission.

Tract means a lot or parcel of land, however denoted, fee simple title to which is owned by a person or persons by virtue of one or more deeds or other instruments. Multiple parcels of land described in a deed or other instrument are, despite being included in a single deed or other instrument, separate parcels of land if such parcels are described by separate, complete legal descriptions therein.

- f. *Effective date and applicability* means all subdivision applications filed for preliminary plat approval on or after the effective date of the ordinance from which this appendix is derived shall be subject to these regulations. A subdivision application filed or which has received preliminary approval prior to the effective date of the ordinance from which this appendix is derived shall be subject to the subdivision regulations in effect at the time of filing the application for preliminary plat approval.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2007-05, § 1(A), 4-16-2007; Ord. No. 2008-10, § 1, 5-19-2008; Ord. No. 2008-19, § 2, 7-7-2008)

Section II. - Procedures for submission of plats.

- a. *Staff conference and conceptual plan procedure.* This is an informal process to allow an exchange of information between the developer, staff and the commission. No approvals shall be issued for conceptual plans. The conceptual plan for a project shall not be binding to the developer or the commission. This procedure shall contain the following steps:

1. *Staff conference.* Prior to the submission of the preliminary plat, the subdivider shall confer with the community development department staff on an informal basis to receive comments and advice on the procedures, specifications and standards required by the city as conditions for subdivision plat approval. At this meeting, staff shall also discuss the proposed plat and its conformity with the comprehensive plan, its relationship to surrounding property, availability of utilities, drainage, street pattern, and any other matters governed by this appendix.
2. *Conceptual plan.*
 - (a) Prior to submitting a preliminary plat, a subdivider may submit a conceptual plan of the entire development for review by the commission. Notwithstanding anything in this subsection to the contrary, a subdivider may submit a preliminary plat or plats along with a conceptual plan of a proposed development.
 - (b) Only major or significant changes by the developer in the conceptual plan shall require resubmission of such plan to the commission. Minor changes may be reviewed by staff who may determine that changes are more than minor and resubmit proposed changes to the commission.
3. *Contents of plan.* The conceptual plan shall contain the following information:
 - (a) The proposed name of the development.
 - (b) The total acreage included in the entire development.
 - (c) The scale of the plan should be indicated.

- (d) The boundaries of the total acreage of the subdivision and the boundaries of the proposed land uses within the subdivision should be indicated.
- (e) The plan shall indicate the total number of lots and the typical lot sizes.
- (f) The plan shall indicate proposed streets, direction of manmade and natural drainage flows, location of schools, parks, detention ponds and other public or private facilities.

b. *Preliminary plat.*

1. Following the staff conference and the submittal of the conceptual plan, all persons desiring to subdivide a tract of land within the corporate limits of the city or within its extraterritorial jurisdiction shall prepare or cause to be prepared a preliminary plat which shall be kept on file with the commission, together with other supplementary information as specified below.
2. The preliminary plat submittal shall contain the information and/or language required hereunder.
 - (a) Title of plat shall show:
 - (1) Proposed name of subdivision.
 - (2) Legal description of subdivision, including the name of the county and surveying abstract number.
 - (3) Total acreage and total number of lots, blocks and reserves. Lots within each block shall be numbered consecutively. Blocks shall also be numbered consecutively.
 - (4) Name and address of owner. If owner is a company or corporation, name of the principal officer or owner of the entity responsible for the subdivision must be given.
 - (5) The name of the registered professional engineer and/or registered public surveyor responsible for the survey and design. If different from the surveyor of the boundary, so indicate.
 - (6) The scale must be drawn numerically and graphically shown on the plat. The minimum scale acceptable for a plat shall be one inch equals 100 feet. Larger scales are permissible provided the scale chosen is divisible by ten and the area within 200 feet of the subdivision is shown on the plat.
 - (7) A north arrow (true or magnetic indicated on the plat) shall be provided on the plat. North shall be oriented to the top of the plat if possible, or at left side.
 - (8) The date on which the plat was drawn shall be indicated on the plat. (Each revision shall bear a new date.)
 - (b) A vicinity map, preferably in the upper right corner of the plat, to show relation of subdivision to well-known streets, political subdivisions and watercourses in all directions to a distance of at least one mile. The suggested scale of the vicinity map is one inch equals 2,000 feet and shall be oriented in the same direction as the detailed subdivision drawing.
 - (c) Boundaries of ownership with bearings and overall dimensions.
 - (1) Area to be subdivided drawn in heavy lines with overall dimensions and bearings.
 - (2) Lines outside of boundaries to be dashed.
 - (3) An accurate location of the subdivision should be provided by reference to a well-established survey or league corner, subdivision corner, or other known point.
 - (d) Contours with intervals of one-half foot, referred to sea level (U.S. Coast and Geodetic Survey Data) as required to show at least two contours within the subdivision in addition to those necessary to clearly show outfall drainage. Identify basis of control and temporary benchmark set within the subdivision.

- (e) The areas outside the plat boundaries shall be identified with the names and recording information of adjacent subdivisions or owners of record of adjoining parcels of land.
- (f) The location, widths and names of all existing and proposed public and private streets or public rights-of-way within or adjacent to the subdivision shall be indicated. All railroad rights-of-way, pipelines, easements and other permanent features such as section lines, boundaries of political subdivisions, on all sides for a distance of not less than 200 feet shall also be indicated.
- (g) Existing sewers, water mains, culverts, pipelines or other underground structures, and other public utilities and buildings within the tract or within 200 feet shall be identified with pipe sizes, grades and locations indicated.
- (h) The location and approximate width or dimension of existing and proposed lakes, watercourses, storm detention areas and drainage easements within the subdivision or within 200 feet thereof shall be indicated.
- (i) All parcels of land intended to be dedicated for public use or reserved for the use of all property owners in the proposed subdivision, together with the conditions or limitations of each reservation, if any, shall be identified. Those reserves not intended for residential shall be labeled as restricted reserves and shall require additional action by the commission prior to development as a residential lot.
- (j) A preliminary drainage plan with calculations shall be provided. Floodplain information shall also be provided with the 100-year floodplain shown on the preliminary plat.
- (k) A preliminary utility plan with calculations shall be provided.
- (l) As applicable, the applicant shall concurrently process the preliminary plat for approval with the Galveston County Consolidated Drainage District and/or Harris County Flood Control District, whichever entity has jurisdiction.

3. Submittal.

- (a) Prints of the plat and plans shall be submitted to the community development department, for the commission by 5:00 p.m., at least eight working days prior to a meeting of the commission, without exception. Refer to the plat submission application for the number of prints required.
- (b) Prints shall be accompanied by the completed form, entitled "Application for Preliminary Approval of Subdivision Plat." (These forms may be obtained from the community development department upon request.)
- (c) The owner shall, along with the preliminary plat, submit a certificate or letter from a title guaranty company or a title attorney indicating a current search and certifying to at least the following concerning the title to the land: A statement of records examined and date of examination; description of the property in question, including a metes and bounds description of the tract; name of the fee owner as of the date of examination, and the date, file number, date of filing, and volume and page of any lienholders; and general description of any easement or fee strips granted along with the file number, date of filing, and volume and page of recording.
- (d) The draft of any protective covenants whereby the subdivider proposes to regulate the use of land in the subdivision shall be submitted, provided, however, that such restrictive covenants, conditions or limitations shall not be less than the minimum requirements of the city under the terms of these regulations.
- (e) Certification stating that all current city, county, school, utility or other governmental entity taxes due and payable have been paid or a tax certificate from the city, county, school, utility or other governmental entity in which the land being platted is located showing no delinquent taxes are due on the property being platted.

- (f) The applicant shall submit proof that the plat was submitted to the drainage district with jurisdiction as required by the drainage district, provided the drainage criteria of both the city and the drainage district are the same. Proof of submittal may be a receipt of payment or a letter on official letterhead.

4. Decision of the commission.

- (a) On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on their next available agenda. Beginning with the date the preliminary plat appears on a posted agenda, the commission shall render a decision thereon within 30 days, providing the item is not withdrawn prior to commission review and action. Such decision may consist of approval, disapproval, or conditional approval. Conditional approval may be granted only in those instances where the conditions to be satisfied are within the authority of the commission.
- (b) If a preliminary plat does not meet the description of a replat per subsection f of this section, but it amends a previously recorded subdivision map or survey for which there is no formal recorded plat approved by law, a written notice of the meeting shall be mailed to each owner of real property, as indicated by the most recent tax roll, situated within the original subdivision map or survey and located within 200 feet of the exterior boundary of the subject property, at least ten days prior to the meeting.

5. Preliminary approval will expire six months after the approval by the commission of the preliminary plat or of final sections of a preliminary plat, except that if the subdivider shall apply in writing prior to the end of such six-month period, stating reasons therefor, an extension may be granted by the commission, upon a showing of good cause, for a single extension of six months.

6. The subdivider may, at his discretion, after approval or conditional approval of a preliminary plat, file a final plat or plats covering a portion of the preliminary plat. The remainder of the preliminary plat shall be deemed as approved or conditionally approved as in subsections c.4 and 5 of this section, provided, however, that such approval or conditional approval of the remainder of the preliminary plat be limited to a two-year period after approval of the pertinent final plat or plats by the commission. Prior to the end of such two-year period, the subdivider may apply, in writing, for a one-year extension of the preliminary plat stating the reasons for the extension. The commission may, upon a showing of good cause, grant a single extension of up to one year.

c. *Final plat.*

- 1. No final plat shall be considered unless a preliminary plat has been submitted and approved (unless the alternate method of plat submission is used) and a set of final construction plans has been approved by the city engineer for the public infrastructure improvements.
- 2. After the foregoing procedure has been complied with and the preliminary plat approved or conditionally approved by commission, the subdivider shall prepare or cause to be prepared a final plat, or plats, together with other supplementary information as specified herein. The final plat shall conform substantially to the preliminary plat as approved and incorporate all the provisions relating to preliminary plats in subsection b.2 of this section, except subsections b.2(d), (g), (j) and (k). This plat shall also reflect any conditions or requirements for final approval imposed by the commission, together with the following additional requirements:
 - (a) All easements necessary for utility service shall be shown on the final plat and the applicant shall provide certification on the plat that all utility companies have been contacted and the easements shown on the plat constitute all of the easements requested by the utility companies.
 - (b) Show all streets and alleys with street names, width measured at right angles or radially (where curved), complete curve data (radius, PC and PT), length and bearing all tangents between curves.

- (c) The plat must provide a note that all existing pipelines or pipeline easements though the subdivision have been shown or that there are no existing pipeline easements within the limits of the subdivision.
- (d) Accurate dimensions, both linear and angular, of all items on the plat; the boundary survey on the side shall close within one in 10,000. Linear dimensions shall be expressed in feet and decimals of a foot; angular dimensions may be shown by bearings. Curved boundaries shall be fully described and all essential information given; circular curves shall be defined by actual length of radii and by degree of curve. Complete dimensional data shall be given on fractional lots.
- (e) The description and location of all lot and block corners and permanent survey reference monuments shall be shown.
- (f) Designate any sites of schools, churches, parks, sewage disposal plants, water plants, business, industry, or other special land uses. If proposed use is unknown, designate as unrestricted. Tracts for nonresidential use should be numbered as blocks and lots.
- (g) Watercourses and ravines, as determined by actual ground survey, showing high banks and width of existing or proposed easements.
- (h) All dedication statements and certificates must be made a part of the final plat drawing and must include, but not be limited to, the statements, the general form and content of which are provided as examples available in the community development department. These dedication statements and certificates and various notations include the following:
 - (1) Owner's acknowledgement;
 - (2) Execution of owner's acknowledgment;
 - (3) Lienholder's acknowledgment and subordination statement;
 - (4) Notary public acknowledgment for all signatures;
 - (5) Certificate for engineer and surveyor;
 - (6) Certificate for commission;
 - (7) County clerk filing acknowledgment statement;
 - (8) Encumbrances certificate;
 - (9) Vacation of subdivision plat;
 - (10) Certificate of amending plat;
 - (11) City engineer's certificate.
- (i) A certificate by a registered public surveyor, duly authenticated, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the original boundary survey, this fact should be noted in the certificate.
- (j) The final plat, as approved by the commission, to be filed by the city secretary for record with the county clerk, shall not show the construction features such as curblines or utility lines or other structures not involved in the title covenant.
- (k) The plat shall provide a note that the finish floor elevations of all structures shall be located above the base flood elevation (established by FEMA) as prescribed in the flood damage prevention ordinance of the city (chapter 34, article II of the Code of Ordinances).
- (l) The legal entity responsible for the maintenance of any improvements, including, but not limited to, building, recreational area, open space, equipment, pool or private driveway, which are to be owned and shared by the owners of real property in the proposed subdivision, shall be designated by appropriate articles of incorporation, contracts,

restrictions, or other method. The means of securing payment for maintenance and operating expenses and any method of terminating such obligation shall be stated in the creating documents. In the event such entity is responsible for the maintenance of driveways, emergency access easements, recreational areas, or open spaces the following note shall be indicated on the face of the plat:

"The City of Friendswood shall not be responsible for maintenance of driveways, emergency access easements, recreational areas, and open spaces; and the (entity) which shall be responsible for such maintenance of driveways, emergency access easements, recreational areas and open spaces."

- (m) As applicable, the applicant shall concurrently process the final plat for approval with the Galveston County Consolidated Drainage District and/or Harris County Flood Control District, whichever entity has jurisdiction over the area the plat covers.

3. Submittal of final plat.

- (a) Prints of final plat and the two original Mylar's shall be submitted to the commission with written application for approval at least eight working days prior to a meeting of the commission without exception. Refer to the plat submission application for the number of prints required.
- (b) Prior to filing of the final plat, the letter or title certificate required in subsection b.3(c) of this section shall be brought up to current date by a supplementary report from the title guaranty company or title attorney; dated not more than 45 days from the date submitted to the city.
- (c) A copy of the final restrictive covenants to govern the nature of the use of the property shall be submitted to the commission and may be sent to the city attorney for review and approval prior to filing of the final plat. The commission shall, in the public interest, require that said restrictive covenants be filed simultaneously with the plat.
- (d) The applicant shall submit proof that the final plat has been approved by the appropriate drainage district as required, provided the drainage criteria of both the city and the drainage district are the same. Proof of approval shall be a letter of approval from the drainage district.

4. Decision of the commission.

- (a) On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on their next available agenda. Beginning with the meeting date for initial approval of the final plat, the commission shall render a decision thereon within 30 days. Said decision may consist of approval or disapproval.
- (b) If a final plat does not meet the description of a replat per subsection f of this section, but it amends a previously recorded subdivision map or survey for which there is no formal recorded plat approved by law, a written notice of the meeting shall be mailed to each owner of real property, as indicated by the most recent tax roll, situated within the original subdivision map or survey and located within 200 feet of the exterior boundary of the subject property, at least ten days prior to the meeting.

5. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.

- d. *Plat recordation.* The final plat shall be drawn on three mil camera positive matte finish (both sides) film in permanent black ink and shall be no larger than 24 inches by 36 inches. Two film copies of the plat with original signatures are to be filed by the city secretary in the office of the county clerk as a

permanent record. The final plat must be approved by the commission prior to being filed by the city secretary.

e. *Short form final plat.*

1. An abbreviated procedure for plat submission may be used if the proposed subdivision satisfies the following requirements:
 - (a) The proposed subdivision is for development containing four lots or less.
 - (b) All lots in the proposed subdivision front on a previously dedicated or private accessway of adequate width and are so situated that no additional accessway, alley, easement or public property is required to meet the regulations of this appendix or any other ordinance of this city.
 - (c) All utilities and drainage facilities, as required by this appendix or any other ordinance of this city, are in place to serve each lot in the proposed subdivision and require no extensions.
 - (d) The proposed plat does not vacate, create or extend a public right-of-way or easement.
 - (e) The proposed plat does not require any variance or modification to the subdivision ordinance.
2. If a proposed subdivision satisfies the requirements of subsection e.1 of this section, the subdivider may seek final plat approval without necessity of submitting a preliminary plat. Such plat shall meet all the requirements in subsection c(2) of this section for final plats.
3. Decision of the commission.
 - (a) On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on their next available agenda. Beginning with the meeting date for initial approval of the final plat, the commission shall render a decision thereon within 30 days. Said decision may consist of approval or disapproval.
 - (b) If a short form final plat does not meet the description of a replat per subsection f of this section, but it amends a previously recorded subdivision map or survey for which there is no formal recorded plat approved by law, a written notice of the meeting shall be mailed to each owner of real property, as indicated by the most recent tax roll, situated within the original subdivision map or survey and located 200 feet of the exterior boundary of the subject property, at least ten days prior to the meeting.
4. Final approval will expire one year after planning commission action granting approval of such plat unless the plat has been filed of record with the county clerk as described in the plat recordation section, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended for another year but not beyond that period.

f. *Replat.*

1. A replat is a redesign of all or a part of a recorded plat or subdivision of land which substantially changes the elements of the plat. The same procedures shall be followed as for preliminary, final or short form final plat. The replat must be in accordance with the requirements of the current Texas Local Government Code. A public hearing shall be required on all residential replats when the previous plat is not vacated and is not in compliance with subsection f.2 of this section.
2. A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:
 - (a) Is signed and acknowledge by all the owners of the property being replatted;

- (b) Is approved, after a public hearing on the matter at which interested parties and citizens have an opportunity to be heard, by the commission;
 - (c) Does not attempt to amend or remove any covenants or restrictions;
 - (d) Identifies the lots or portions of the plat being replatted and provides a reason for the replat; and
 - (e) In addition, a replat without vacation of the preceding plat must also conform to the requirements of this subsection, if any, of the area being replatted was limited to residential use for two units or less. These additional requirements are:
 - (1) Notice of the hearing required in accordance with the Texas Local Government Code shall be given before the 15th day before the date of the hearing. Notification shall be by publication in the official newspaper and by written notice sent to property owners within 200 feet of the property which is being replatted.
 - (2) If the proposed replat is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of all the members of the commission. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 from that area, but within the original subdivision, must be filed with the city prior to the close of the public hearing. In computing the percentage of land area under this subsection, the area of the streets and alleys shall be included.
 - (3) Compliance with subsection f.2(e)(2) of this section is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single residential use by notation on the last legally recorded plat.
 - 3. The final replat shall meet all the requirements in subsection c.2 of this section for final plats.
 - 4. Decision of the commission. On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on its next available agenda following the public hearing. Beginning with the meeting date for initial approval of the final replat, the commission shall render a decision thereon within 30 days. Said decision may consist of approval or disapproval.
 - 5. Final approval will expire one year after planning commission action granting approval of such replat unless the replat has been filed of record with the county clerk as described in the plat recordation section, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended for another year but not beyond that period.
- g. *Amending plat.*
- 1. The city manager or the city manager's designee shall have the authority to approve amending plats, without further action of the planning and zoning commission, as permitted by V.T.C.A., Local Government Code ch. 212. The city manager or designee shall not have authority to disapprove any such amending plat and shall be required to refer any plat that the city manager or designee refuses to approve to the planning and zoning commission. Nothing herein shall preclude the city manager or designee from electing to present the plat to the planning and zoning commission for approval.
 - 2. An amending plat shall contain all of the informational requirements set forth for a final plat.
 - 3. The city manager or designee may approve an amending plat that may be recorded and is controlling over the preceding or final plat with a vacation of that plat, if the amending plat is signed by the applicants only and the sole purpose of the amending plat shall be to:
 - (a) Correct an error in a course or distance shown on the preceding plat;
 - (b) Add a course or distance that was omitted on the preceding plat;

- (c) Correct an error in a real property description shown on the preceding plat;
 - (d) Indicate monuments set after the death, disability, or retirement from practice of the surveyor responsible for setting monuments;
 - (e) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
 - (f) Correct any other type of scrivener or clerical error or omission previously approved by the city manager, designee or commission. Such errors may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent recorded plats;
 - (g) Correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for amending the plat, neither lot is abolished, the amendment does not attempt to remove recorded covenants or restrictions, the amendment does not have a material adverse effect on the property rights of the owners in the plat, and no more than ten lots are affected per plat;
 - (h) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
 - (i) Relocate one or more lot lines between one or more adjacent lots if:
 - (1) The owners of all those lots join in the application for amending the plat;
 - (2) The amendment does not attempt to remove recorded covenants or restrictions;
 - (3) The amendment does not increase the number of lots; or
 - (j) The combination of two lots for the creation of a more developable site when:
 - (1) No change in the platted land use category is anticipated.
 - (2) No increase in the density or intensity of use is anticipated as determined by estimated traffic congestion or utility demands.
 - (3) Off-site stormwater runoff is neither increased nor concentrated.
 - (4) Adequate public access and thoroughfare rights-of-way exist.
 - (5) Notice, a public hearing, and the approval of other lot owners are not required as a condition of approval and issuance of an amending plat.
 - (6) When an amending plat is prepared, the surveyor signing and sealing the plat shall provide a statement in the title block denoting the change, in addition to any other corrections which have been made.
- h. *Vacating of plat.* The procedure for vacating a plat shall conform with the current Texas Local Government Code and meet the same requirements as a final plat. The procedure shall consist of:
- 1. The owners of the tract covered by a plat may vacate the plat any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved by the commission and recorded as described in the plat recordation section of this appendix.
 - 2. If lots in the plat have been sold, the plat, or any part of the plat may be vacated on the application of all the owners of the lots in the plat with approval by the commission.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2000-36, § 1, 9-25-2000; Ord. No. 2004-04, §§ 1, 2, 2-16-2004; Ord. No. 2010-04, § 2, 2-22-2010; Ord. No. 2010-38, §§ 1—3, 1-10-2011)

Section III. - General requirements and design criteria.

- a. *General.* The subdivision shall conform to the comprehensive plan of the city, as well as all duly adopted design criteria of the city, which shall be kept on file with the city engineer and be available to the public. The city engineer shall maintain the design criteria and propose such changes to them from time to time so that they are equivalent or more stringent than those in the area, provided, however, city council may, through the following ordinances, approve standards different from those contained in this appendix or the design criteria manual. Where different standards are approved, whether those standards are more stringent or less stringent, they shall control.
 - (1) An ordinance reclassifying land to a planned unit development district (PUD); or
 - (2) An ordinance approving a specific use permit for a PUD district.
- b. *Public and private local streets.*
 - (1) The street pattern of a neighborhood must comply with the design criteria, all requirements of this section and shall:
 - (a) Provide for adequate vehicular access to all properties within a subdivision's plat boundaries. All lots, tracts and reserves shall have frontage on an approved public right-of-way or access easement.
 - (b) Provide adequate street connections to adjacent properties to ensure adequate traffic circulation within the general area.
 - (c) Provide a local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by fire, police and other emergency services.
 - (d) Provide a sufficient number of continuous streets and major thoroughfares, particularly in those area designated for the development of multifamily residential, commercial and industrial land uses, to accommodate the increased traffic demands generated by these land uses.
 - (e) When necessary to continue the neighborhood pattern for adjacent developments, existing streets in the adjoining areas shall be continued and shall be at least as wide as such existing streets in alignment therewith, but in no case narrower than required by current regulation. Centerline offset shall be a minimum of 125 feet. Greater centerline offsets may be required by the commission when necessary for traffic safety.
 - (f) When adjoining areas are not subdivided, the commission may require the arrangement of streets in the subdivision to make provisions for the proper projection of streets into such unsubdivided areas.
 - (g) Street intersections shall be as nearly at right angles as practical giving due regard to terrain, topography, sight distances and safety.
 - (h) Private streets, where allowed, shall meet all the requirements set forth for public streets, including, but not limited to, construction standards, width, curves, sight distance visibility and function, and all other design criteria and specifications, and shall be privately maintained to those standards.
 - (i) Collector streets generally.
 - (1) There shall be a minimum of one point of access from a collector street into a subdivision or subdivision phase, up to a maximum of 75 platted lots. There shall be a minimum of two points of access into a subdivision or subdivision phase from a collector street for subdivisions in excess of 75 platted lots. In the case of phased construction, each phase should meet this requirement, but in no case shall there be less than one access to a collector street per 75 platted lots.

- (2) A collector street may be a new or existing street built to current collector street standards for right-of-way width and pavement width, or an existing street built to past standards but which by definition currently functions as a collector street.
- (3) No subdivision can connect to a collector street through another subdivision unless each is part of a planned, phased subdivision development. In such cases, the commission may require such through streets to have additional right-of-way width and paving width, in keeping with subsection b(1)(e) of this section, to promote better traffic flow.
- (4) All lots in a subdivision must be within 750 feet of an intersection on a street within the subdivision that leads to a collector street, but the commission may approve a greater distance in keeping with the considerations for increased cul-de-sac lengths and block lengths.
- (5) The commission may permit an isolated, stand-alone subdivision to connect to a collector street by way of a new street not built to collector standards if such street is within the plat boundaries of the subdivision.
- (6) Due to existing conditions on the land being platted, such as the existence of pipelines, bodies of water, 100-year floodplain, etc., the commission may require additional points of access from a collector street to protect health, safety and welfare.

c. *Major thoroughfares and collector streets.*

1. *General.* Street classification, location and alignment shall be in accordance with the thoroughfare plan and finally determined by the commission.
2. *Right-of-way width and transitions.* The width of the right-of-way to be dedicated for any designated or proposed thoroughfare or collector street shall be in conformance with the thoroughfare plan. In those instances where the proposed subdivision is located contiguous to an existing thoroughfare or collector street having a right-of-way less than that required by the thoroughfare plan, sufficient additional right-of-way must be dedicated to bring the right-of-way width in conformance with the plan. The minimum right-of-way width required for the development of a designated or proposed thoroughfare or collector street must be of sufficient width to accommodate the approved roadway pavement and attendant drainage and utility facilities.
3. *Curves and intersections.* Curves proposed for the right-of-way of designated thoroughfares and collector streets shall be in conformance with the current design criteria. Reverse curves must be separated by a tangent distance of not less than 100 feet. Intersections with public and/or private streets shall be at right angles but may vary upon approval of the commission after due regard for terrain, topography, sight distances and safety. Where acute angles are approved, a radius of at least 25 feet in the right-of-way line in the acute corner must be provided.

d. *Buffering major thoroughfares.*

1. Where a subdivision abuts or contains an existing or proposed arterial street, the commission may require marginal access streets, reverse frontage with screen planting contained in non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. If landscaping or berming is used as a buffer between the major thoroughfare and residential property uses, the subdivider shall provide a ten-foot landscape easement along the major thoroughfare according to the major thoroughfare plan and shall construct sidewalks thereon in accordance with the city design criteria manual and standard construction details.
2. Reserve strips controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the commission.
3. Street right-of-way widths shall be as shown in the general plan for the city, and where not shown therein shall be not less than as follows:

Street type	Minimum right-of-way width
Major thoroughfare	120 feet
Collector	80 feet
Minor (private and public)	60 feet
Commercial streets	80 feet
Boulevards	80 feet

- e. *Partial or half streets.* Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with other requirements of these regulations, and where the commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided, the other remaining half of the street shall be platted within such subdivision, in accordance with section II. Appropriate notations and one-foot reserve must be placed upon the plat restricting access from any partial or half streets so dedicated to adjacent acreage tracts until the adjacent property is subdivided in a recorded plat and the additional right-of-way is acquired providing the full right-of-way as specified in this appendix.
- f. *One-foot reserves.* In those instances where any public street is established in a plat submitted to the commission and where such street forms a stub street into adjacent acreage or where such street lies along the parallel with the plat boundary and adjacent to acreage, a one-foot wide reserve must be established within the street right-of-way to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage, to prevent access to this public street from the adjacent unsubdivided acreage unless and until the commission has had an opportunity to review the development proposals for such adjacent acreage, and a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation which must be placed upon the face of any plat where a one-foot reserve is to be established:
- "One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors."
- g. *Culs-de-sac.*
1. *Length.* The length of culs-de-sac shall not be longer than 750 feet. In cases where proposed subdivisions are surrounded by existing development which precludes compliance with block length standards, the commission may approve the creation of cul-de-sac streets which exceed 750 feet in length if the turnaround complies with the current design criteria and the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on cul-de-sac streets of 750 feet or less. In considering any such application, the commission shall consider measures which would ensure:
 - (a) Adequate water pressure for potable water needs and firefighting capabilities;

- (b) The ability of the city to timely provide emergency services; and
- (c) That traffic hazards and traffic congestion is not created due to density or number of lots. In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended dead-end cul-de-sac street shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.

2. *Cul-de-sac right-of-way radius.* The proposed cul-de-sac right-of-way and pavement radii shall comply with the requirements of the current design criteria.
3. *Temporary turnarounds.* Temporary turnarounds are to be used where curb and gutter is not installed at the end of the street more than 400 feet long that will be extended in the future and noted thus:

"Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

h. *Blocks.*

1. The lengths, widths and shape of blocks shall be determined with due regard to:
 - (a) Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - (b) Requirements as to lot sizes and dimensions.
 - (c) Need for convenient access, circulation, control and safety of street traffic.
 - (d) Limitations and opportunities of topography.
2. Block lengths (measured along the block-face from intersection to intersection between the nearest two streets, or from center of the cul-de-sac radius to the nearest street intersection).
 - (a) Minimum block length shall be not less than 300 feet, except for culs-de-sac which shall have no minimum length.
 - (b) Maximum block length for residential: 1,200 feet (see subsection g of this section for culs-de-sac).
 - (c) Maximum block length along a major thoroughfare: 1,600 feet, except under special conditions and upon approval of the commission.
3. The commission may approve the creation of blocks which exceed the maximum length if the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on blocks that do not exceed the maximum length. In considering any such application, the commission shall consider measures which would ensure:
 - (a) Adequate water pressure for potable water needs and firefighting capabilities;
 - (b) The ability of the city to timely provide emergency services;
 - (c) That a traffic hazard and/or traffic congestion is not created due to density or number of lots; and
 - (d) Alignment of any street with a block length greater than 1,200 feet does not promote excess speed on the street.

In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended block length shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.

4. The proposed street right-of-way and pavement width shall comply with the requirements of the current design criteria.
5. Temporary turnarounds are to be used where curb and gutter is not installed at the end of a street more than 400 feet long that will be extended in the future, and should be noted thus:
"Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

i. *Lots.*

1. The lot size, width, depth, shape and orientation, and the minimum building setback lines, shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
2. Lot dimensions shall conform to the latest zoning ordinance.
3. Corner lots for residential use shall have extra width to permit required building setback from an orientation to both streets.
4. The subdividing of the land shall be such as to provide, by means of a public or private street, each lot with satisfactory access, provided, however, such private streets shall comply with, and are privately maintained to, the requirements for public streets.
5. Double-frontage and reverse-frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages to topography and orientation. A planting screen easement of at least ten feet, and across which there shall be no right of access, shall be provided along the line of the lots abutting such traffic artery or other disadvantageous use.
6. Side lot lines shall be substantially at right angles or radial to street lines.

j. *Building setback lines.* Building setback lines shall conform to the latest zoning ordinance.

k. *Public use and service areas.*

1. *Easements for utilities.* Except where alleys are permitted for the purpose, the city shall require easements of at least ten feet for poles, wires, conduits, storm sewers, gas, water, and wastewater or other utility lines, along all rear lot lines, along side lot lines if necessary, or in the same or greater widths may be required along the lines of or across lots, where necessary for the extension of existing or planned utilities. All water and wastewater lines shall be located in the street rights-of-way unless agreed to and/or specified by the city.
2. *Drainage easements.* Where a subdivision is traversed by a watercourse, drainageway, bayou, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourses, and such further width or construction, or both, as will be adequate for the purpose. Parallels streets or parkways may be required in connection therewith. Location and width of drainage easements shall be determined by the commission and shall be in conformity with the city's master drainage plan.
3. *Sidewalks.* Sidewalks are required along all streets.
 - (a) Exception: Sidewalks shall not be required in single-family residential (SFR) and single-family residential estate (SFR-E) districts where open ditch streets are approved.
 - (b) Sidewalks may not be required when, in the judgment of the planning and zoning commission, the safety of the pedestrians does not require such sidewalks.
 - (c) If a plat is required, the developer, prior to the city's final acceptance of the infrastructure, must install sidewalks along reserves and rights-of-way prior to the city's final acceptance of the infrastructure.
 - (d) If no platting or infrastructure construction is required, sidewalks must be installed prior to issuance of the final certificate of occupancy of the structure.

- (e) If sidewalks are required by the city design criteria manual, subdivision ordinance, or zoning ordinance, and the installation at the required time is not feasible, the city may require, or the property owner may petition the planning and zoning commission to allow, the property owner to satisfy the sidewalk requirement by payment of a fee to the city's sidewalk installation fund in lieu of installing the approved sidewalk per section V.i.3.
- (f) When sidewalks are required, they shall be built in accordance with the city design criteria manual and standard construction details.

4. *Platting of public streets or easements across private easement fee strips.*

- (a) A copy of the instrument establishing any private easement shall be submitted with the preliminary plat.
- (b) Easement boundaries must be tied by dimensions to all adjacent lot and tract corners. Where the private easement has no defined location or width, an effort shall be made to reach agreement on a defined easement.
 - (1) No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution system pipelines as defined in chapter 26 of this Code.
 - (2) No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
- (c) Prior to approval of the final construction plans by the city engineer, the subdivider of any subdivision plat wherein public streets or easements are shown crossing private easements or fee strips shall, by letter to the city, assume responsibility for seeing that any adjustments and protection of existing pipelines, electrical transmission lines, or other facilities shall be planned and provided for to the satisfaction of the holder of the private easements or fee strips and the city prior to the filing of the plat for record.
- (d) Prior to filing the final plat for record, the following requirements shall be met:
 - 1. The developer or dedicator of any plat shall obtain from the holder of any private easement or fee strip within the plat, crossed by proposed streets or other public easements, an instrument granting to the public the use of said public streets or easements over and across said private easements or fee strips for construction, operation and maintenance of those public facilities indicated. This instrument shall be delivered with the plat.
 - 2. The developer shall furnish the commission with a letter from the holder of the private easements or fee strips in question, stating that arrangements for any required adjustments on pipelines, electric transmission lines or other similar facilities have been made to the satisfaction of the holder of the easement.
 - 3. Community assets. When considering the placement of streets and utilities within proposed subdivisions, the developer shall preserve all natural features such as large trees, watercourses, historical spots, and similar community assets which will add attractiveness and value to the property unless such preservation results in an economic penalty of such magnitude that development of the land is infeasible.
- (e) Compliance with density requirements for type of development. No plat shall be approved for the subdivision of land unless such plat reflects and satisfies the minimum open space (density) requirements for the particular type of development proposed (i.e., single-family, commercial, industrial), as provided in the zoning regulations of the city.
- (f) Street lighting, signage and signalization.
 - 1. Street lighting shall be provided in accordance with the city streetlight policy. A proposed street lighting plan shall be indicated on a copy of the final plat of the

subdivision which has been approved by the commission. The proposed street lighting plan shall be submitted together with the construction plans for public improvements required in by section IV of this appendix.

2. The developer shall be required to provide and install all traffic signage and signalization determined by the city to be necessary because of the construction of the proposed subdivision. All signs and signals shall be provided in accordance with the state manual of uniform traffic control devices and shall be erected prior to acceptance of the streets by the city.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2000-36, § 2, 9-25-2000; Ord. No. 2000-42, § 2, 11-20-2000; Ord. No. 2007-05, § 1(B), (C), 4-16-2007; Ord. No. 2008-05, § 1, 2-18-2008; Ord. No. 2008-13, § 2, 6-2-2008; Ord. No. 2008-19, § 2, 7-7-2008; Ord. No. 2008-09, §§ 2, 3, 7-21-2008; Ord. No. 2010-04, § 3, 2-22-2010; Ord. No. 2011-29, § 2, 10-3-2011)

Section IV. - Parkland dedication.

a. *Purpose.*

1. This section provides recreational areas in the form of city parks as a function of subdivision development in the city. This section is enacted in accordance with the home rule powers of the city under the state Constitution, and the statutes of the state, including, but not by way of limitation, V.T.C.A., Local Government Code ch. 212.
2. Park areas shall be recommended by Keep Friendswood Beautiful and shall be shown on an official parks and recreation map for the city, which shall be adopted and may be modified from time to time by the city council. Proposed city parks and recreational areas will be established by review with the developer and city staff at the earliest possible stage of development planning, and a proposed subdivision or development shall be reviewed in its entirety and not by sections or phases.
3. The primary cost of city parks should be borne ultimately by residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. New residents will increase the demands for parks proportionally, and new growth should bear their share of the costs of those facilities. Therefore, the following requirements are adopted to effect the purposes herein stated.

b. *General requirements.* Residentially zoned land, to be used for single-family, townhomes, garden homes, mobile homes, and/or multifamily residential purposes.

1. Whenever a final plat is filed of record with the county clerk for development of a residential area in accordance with the platting and zoning regulations of the city, such plat shall contain a clear fee simple dedication to the city of an area of land for park purposes, which area shall be equal to one acre for each 133 proposed dwellings, based on the proposed subdivision or development in its entirety and not by sections or phases. Any proposed plat submitted to the city for approval shall show the parkland proposed to be dedicated under this subsection. The dedication required by this section may be met by a payment of money in lieu of land when permitted or required by the other provisions of this subsection. The dedication required by this section should be in accordance with goals outlined within the city parks and open space master plan, or be located at the site for an identified existing park.
2. The city council declares that development of an area smaller than five acres for the purpose of a city park is impractical. Therefore, if fewer than 655 dwellings are proposed by a plat filed for approval, the developer shall be required to pay the applicable cash in lieu of land amounts provided by subsection d of this section, rather than to dedicate any land area. In most instances, no plat showing a dedication to the city of less than five acres shall be approved; provided, however, that the city may accept smaller parcels where such proposed dedication is

in the best interests of the city, such as when a smaller parcel is adjacent to an existing park or future park site.

3. Developers should evaluate their proposed development and proposed dedication with city staff to ensure that as soon in the development process as possible the land dedicated is usable for city parks purposes.
4. A dedication required by this section shall be made in accordance with subsection d.1 of this section. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, an additional dedication shall be required, and shall be made by payment of the cash in lieu of land amount provided by subsection d of this section.

c. *Timing of dedication or payment of fees in lieu of land.*

1. Parkland shall be dedicated to the city at the time of filing of the final plat of the first phase and section, if a phased development. The dedication shall be made contemporaneously by separate instrument and must be accepted by the city council prior to the filing of the final plat. Lack of acceptance of such dedication shall preclude the filing of the final plat and shall not relieve the subdivider of complying with the requirements of this section. Where a dedication of parkland for the entirety of a phased development is proposed, the parkland shall be shown on the plat, if included within the first phase, and dedicated by separate instrument, or dedicated by separate instrument if located outside of the first phase of development, at the time of filing the final plat for the first section of such phased development.
2. Payment of fees in lieu of land shall be done at the time of filing of the final plat. Where payment of fees in lieu of land for parks for the entirety of a phased development is planned, such payment may be made in full for all phases of the proposed development at the time of filing of the plat for the first phase, or payment of fees in lieu of land for each section of a phased development may be made at the time of filing of the final plat for each phase or section, at the discretion of the developer.

d. *Fees in lieu of land.*

1. Any landowner responsible for dedication under this section shall review their proposed development with city staff, including Keep Friendswood Beautiful on recommendation of staff, prior to or simultaneously with making any formal application to the city, for the purpose of evaluating compliance with this section. If no agreement is reached between the developer and city staff, then within 14 days from receipt of a written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer, that recommendation shall be final, subject to the acceptance of such dedication by city council as described in this subsection d. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at its next meeting, and shall make the final decision. This decision is final unless there is a substantial change in conditions. Generally, the landowner will have the option to dedicate land or pay fees in lieu thereof. However, the city expressly reserves the right to require dedication of land rather than accept fees in instances including, but not limited to, the proposed development is adjacent to an existing city park or in areas in which additional parkland is desired.
2. As provided above, any landowner responsible for dedication under this section shall, when permitted, meet the requirements of subsection c of this subsection or this subsection d in whole or in part by a cash payment in lieu of land, in the amount set forth in this section IV. Such payment in lieu of land shall be made at or prior to the time of final plat approval for city parks as described in subsection c.1 of this section.
3. A per-dwelling unit fee shall be set by resolution and printed in from time to time by the city council, incorporated in the fee schedule, Appendix D to this Code, in amounts sufficient to acquire land and provide for adjacent streets and utilities for a park.

e. *Parkland dedication fund.*

1. There is hereby established a special fund for the deposit of all sums paid in lieu of land dedication under this section or any preceding ordinance, which fund shall be known as the "parkland dedication fund." Funds shall only be released from the parkland dedication fund upon city council approval of a plan to utilize the funds to build or enhance an existing park or purchase land for a future park.
2. The city shall account for all sums paid in lieu of land dedication under this section with reference to the individual plats involved. Any funds paid for such purpose must be expended by the city within ten years after the filing of the final plat, or the filing of the final plat of each phase or section of the contributing subdivision, if a phased development. If not so expended, the owners of the property beginning on the first day after the expiration of such ten-year period shall be entitled to a pro rata refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one year of entitlement. Such request must be made in writing to the city manager or his/her designee or such right shall be barred.
3. Where funds or a dedication for a phased development have been paid or made for the entire development at one time, and the original developer does not complete all phases of the entire development, credit for such prior dedication or payment shall be applied to subsequent plats for the same land on a pro rata basis. Increased density will require the dedication of additional parkland or payment of additional fees.

f. *Additional requirements.*

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The following characteristics of a proposed area are preferred wherever possible:
 - (a) The city reserves the right to decline any dedication of proposed parkland if it is determined to be in the best interests of the city.
 - (b) Park sites should preferably be located so that users are not required to cross arterial roadways to access them.
 - (c) Sites should be located adjacent to schools, where possible, in order to encourage both shared facilities and the potential co-development of new sites.
 - (d) Sites should be located adjacent to a greenbelt system, where possible, so that connections to a trail network may be easily achieved.
 - (e) Sites should not have unusual topography which would render the land unusable for organized recreational activities where these activities are necessary to the type of park.
 - (f) Sites should have and retain existing trees or other scenic elements.
 - (g) Land subject to an easement or a right-of-way shall comprise no more than 25 percent of the total land dedicated under the provisions of this section. In addition, any land that is subject to an easement or a right-of-way and which is dedicated under this section must be contiguous with the other area dedicated to the city and must conform to all other requirements of this section.
 - (h) All offers of dedication must be accompanied by a phase one environmental study verifying the absence of conditions which would inhibit or prohibit its future use and development as park facilities.
2. Parks should be easy to access and be open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines should be used in designing parks and adjacent development:
 - (a) Where physically feasible, parks should be bounded by streets, or by other public uses (e.g., school, library, recreation center).

- (b) A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions. Street or pedestrian connections to existing and future adjoining subdivisions may be required to provide reasonable access to parks.
 - (c) Where a nonresidential use directly abuts a park, the city may require the developer to construct, at his expense, screening of a minimum height of eight feet. The screened area must be landscaped on the park side. Access points from the nonresidential use to the park may be permitted.
 - (d) Alleys may abut a park, where otherwise allowed by ordinance, but they should not be designed to encourage motorized traffic to the park.
 - (e) Streets abutting a park shall be built in accordance with the thoroughfare plan and the standards of this section, provided, however, the city may require any residential street built adjacent to a park to be constructed to collector width to ensure access and prevent traffic congestion, subject to a proportionality review of the impacts generated by the subdivision, provided, further, that the city may enter into a development agreement with the subdivider to share the costs of street construction for abutting streets.
 - (f) Wildlife, existing trees and shrubs on the site shall be preserved to the greatest extent practicable.
 - (g) A park shall not have impervious cover exceeding 20 percent of the open space area.
3. When parkland is acquired, the city shall reserve sufficient land to provide a minimum of 50 percent of the total street width where a street is required to abut a park.
 4. In all cases, the city shall review and may require modification of the proposed street alignment fronting on city parks and recreation areas. Developers should also provide, where possible, street or pedestrian access to all creeks or drainageways which are maintained by a homeowner association or dedicated as a drainage and floodway easement to the city or the applicable drainage district.
 5. Drainage areas may be accepted as part of a park if the drainage facilities are constructed in accordance with city engineering standards, and if no significant area of the park is cut off from access by such drainage facilities. Where the city has designated a floodplain as part of the city park system, the park design shall provide public access for all areas of the park.
 6. Any parkland proposal considered by the commission under this section shall have been reviewed by the director of community services and his recommendation given to the commission. The commission may make a decision contrary to such recommendation by a simple majority vote.
- g. *Partial credit for land, private parkland, private recreation facilities, or open space.* Keep Friendswood Beautiful, upon an affirmative recommendation of the director of community services, may reduce the amount of parkland to be deeded to the city or reduce the fees in lieu of parkland to be paid to the city as provided below.
1. A reduction from the initial parkland dedication requirement may be made where parkland within the same park area as the subdivision which generates the required conveyance is dedicated for a private park. For purposes of this subsection, the private parkland dedication shall meet the following minimum requirements:
 - (a) The park area shall be leveled and seeded by the subdivider to produce green space. The city will determine if the parkland can be left in its natural state;
 - (b) The park area shall be located within the subdivision generating the parkland requirements; and
 - (c) Restrictive covenants shall be filed of record in the appropriate county providing for the creation and operation of a homeowner association to maintain and improve such private park area, or, in the case of such private park area within a multifamily development, such

as an apartment complex, provide for maintenance and improvement by the owners of the multifamily development.

2. A reduction from the initial parkland dedication requirement may be made for recreational improvements made to private parkland within the same park area as the subdivision which generates the required conveyance. Such recreational improvements to parkland may include, but are not limited to, the following: children's play apparatus, landscaped areas, picnic areas, game court areas, playfields, swimming pools, and recreation center buildings and facilities. All improvements shall meet the same applicable regulations or codes as for like improvements on public property.
 3. A reduction from the initial parkland dedication requirement may be made for common open space, whether public or private, within the subdivision which generates the required conveyance. Such open space may be in the form of greenbelts along creek beds, or around the perimeter of the subdivision, and may include improvements such as hike and bike trails. In no case shall credit be given under this subsection for landscaped or seeded medians. A further reduction may be given where the common open space is linked with undeveloped or developed parkland or other recreational facilities.
 4. In order to receive the credits under subsection g.1, 2, or 3 of this section, the subdivider shall provide documentation to the director of community services at the time of final plat filing sufficient to establish the validity of the estimated costs that will be used to determine the reduction under this subsection. In the event that the developer proposes to construct the improvements at a later date, as in a phased development, the city may require that the developer obtain a surety bond, performance bond, or other form of guarantee that the recreational amenities will be installed within four years from the date of filing of the final plat of the first phase of the phased development. The director of community services shall evaluate the documentation submitted and shall approve the value prior to any reduction being given under this subsection. Credits are cumulative, but in no case shall credits given under this subsection exceed 100 percent of the total dedication of land or fees required for city parks under this appendix. In cases where the estimated costs of the improvements are disputed, the value shall be as finally determined by the director of the community services. If no agreement is reached between the developer and city staff, then within 14 days from receipt of written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer that recommendation shall be final. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at their next meeting, and shall make the final decision. This decision is final unless there is a substantial change in conditions.
 5. A credit may be given of up to 50 percent of the total dedication of land or fees required under this appendix where the developer makes improvements to public parks, as described under subsection g.2 of this section.
 6. Credit for city parks may be based on previously installed amenities within a phased development, where amenities and recreational improvement have been constructed in earlier phases, where no parkland dedication was required, subsequent phases for which park dedication is required, may count those previously installed amenities. Under no circumstances will double credit be given for a previously installed amenity.
- h. *Minimum park improvement standards.* Prior to acceptance by the city and prior to the filing of the final subdivision plat, any parkland dedicated to the city, or developed as a private park for credit against parkland dedication under this section, shall meet the following minimum standards:
1. The public park area shall be leveled and seeded (as deemed necessary by the city) by the subdivider to produce green space prior to the completion of the first phase of the development of the subdivision, if the development is being executed in phases. Existing trees and shrubs on the site shall be preserved to the greatest extent practicable. The subdivider will be responsible for the maintenance of the public park area for a minimum of one year after the completion of the subdivision (or the completion of the final phase or section of the subdivision), at which time

the city will assume maintenance responsibilities in the park. The subdivider is also responsible for notifying each homeowner in the subdivision of the existence of any private park area and its conditions of ownership.

2. Any improvements provided by the developer to parkland shall comply with applicable regulations and codes set forth for such improvements.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2012-24, § 1(exh. A), 11-5-2012; Ord. No. 2015-29, §1 (exh. A), 12-7-2015; Ord. No. 2019-07, § 2, 3-4-2019)

Section V. - Required improvements.

- a. When a preliminary plat of a subdivision has been approved, the developer shall submit to the city engineer, plans and specifications for all improvements pertinent to said subdivision. The city engineer shall, within 30 days of receipt of said plans and specifications, approve same if they conform to the requirements of these regulations and the current design criteria, or disapprove same giving its reasons therefor in writing to the subdivider. Thereafter, when the subdivider has met the objections, if any, the city engineer shall approve the plans and specifications and forthwith deliver same to the subdivider, his agent or his engineer.
- b. Before beginning any construction of the improvements required by this appendix, three complete sets of plans, specifications and contracts, including performance, payment and maintenance bonds covering said construction, shall be filed with the city. These shall show such features as required by the current design criteria.
- c. All public infrastructure improvements within all of the area of any subdivision or portion thereof given final approval by the commission shall be inspected and accepted by the city before the plat is filed of record.
- d. All improvements shall be designed and constructed in conformity with the provisions of these regulations and the current design criteria of the city. No construction shall be commenced until these regulations are complied with. It shall be the duty of the subdivider or his engineer to see that this provision is complied with in its entirety.
- e. The subdivider, owner, and the design engineer responsible for the design improvements shall have the obligation upon acceptance of the preliminary plat by the city to grant the city engineer or his authorized representative the right of ingress and egress for the purpose of inspection of the facilities under construction. If at any time during the construction of the proposed improvements the city engineer or his authorized representative finds the improvements not to be in conformance with the plans and specifications of the proposed improvements and the city subdivision ordinance or current design criteria, the city engineer or his representative will hereby be given the authority to cause the subdivider, owner, and the design engineer for the improvements to cease all operations within the property boundaries of the approved plat until all deficiencies are corrected to conform to the city subdivision ordinance and current design criteria.
- f. Upon approval of the construction drawings by the city engineer, these drawings and specifications shall become the minimum standards required for final acceptance of the subdivision, provided, however, that in the case of conflict where the design criteria impose greater requirements, the design criteria will govern in this deficient specification; all other specifications being the same as had previously been approved by the city engineer.
- g. The subdivider, owner or his engineer must furnish one certified complete set of as-built drawings on the street, drainage and utilities in the subdivision before final acceptance. The owner and the contractor must furnish to the city secretary, upon final acceptance of the subdivision by the city, a maintenance bond for the duration of one year from the date of final acceptance of the subdivision. The bond shall be for 100 percent of the present worth of the installed utilities.
- h. Adoption of minimum standards. The city design criteria manual shall provide the city's technical details for infrastructure improvements and shall be updated from time to time and adopted by

resolution. The current design criteria for the city for infrastructure improvements shall be complied with in each subdivision before final approval of a plat by the commission. The current approved version shall be kept on file with the city secretary and the city engineer.

i. Sidewalk installation fund.

1. *Payment in lieu of sidewalk installation.* Where a sidewalk is required by the city design criteria manual, subdivision ordinance, or zoning ordinance, and the installation at the required time is not feasible, the city may require, or the property owner may petition the planning and zoning commission to allow, the property owner to satisfy the sidewalk requirement by payment of a fee to the city's sidewalk installation fund in lieu of installing the approved sidewalk. Said payment shall be at the current rate of construction per square foot or square yard of sidewalk at the time of application, and such rate shall be determined by surveying local construction bid prices, TxDOT bid prices and any other available bid price information, and shall be the average of comparative prices from at least three such sources.
2. *Sidewalk installation fund.* There is hereby established a special fund for the deposit of all sums paid in lieu of sidewalk installation under this section or any preceding ordinance, which fund shall be known as the sidewalk installation fund. Funds shall only be released from the sidewalk installation fund upon city council approval of a plan to utilize the funds to build sidewalks at the location from which the funds originated.
3. *Timing of payment of fees in lieu of sidewalk installation.* Where plat approval is required as per section I.b, sidewalks shall be required to be installed at the time of construction of the appropriate street pavement. Where plat approval is not required, sidewalks must be installed before the property owner applies for a certificate of occupancy. Payment of fees in lieu of sidewalk installation shall be due at the time of construction of the appropriate street pavement or application for certificate of occupancy, as appropriate. Where payment of fees in lieu of sidewalk installation for the entirety of a phased development is planned, such payment may be made in full for all phases of the proposed development at the time of filing of the plat for the first phase, or payment of fees in lieu of sidewalk installation for each section of a phased development may be made at the time of filing of the final plat for each phase or section, at the discretion of the developer. No improvements shall be accepted until the fees in lieu of sidewalk installation have been paid in full.
4. *Time limit/refund.* The city shall account for all sums paid in lieu of sidewalk installation under this section with reference to the individual plats involved. Any funds paid for such purpose must be expended by the city within ten years after the filing of the final plat, or the filing of the final plat of each phase or section of the contributing subdivision, if a phased development. If all the funds cannot be committed within the initial ten-year time period, the director of community development may request a time extension for a period not to exceed an additional ten years for the expenditure of the funds from the city council. The extension request shall be submitted in writing to the city council at least 60 days prior to the expiration period for the funds to be committed by the city, and shall include a detailed justification for the extension request. If not so expended, the owners of the property on the first day of such ten-year period shall be entitled to a pro rata refund of such initial sum (principal only), computed on a square footage of area basis. The owners of such property must request such refund within one year of entitlement. Such request must be made in writing to the city manager or his/her designee or such right shall be barred.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2008-07, § 1, 3-24-2008; Ord. No. 2008-29, § 2, 10-6-2008)

Section VI. - Platting and filing fees.

- a. *Platting fees.* Subdivision plats submitted to the commission for approval under the method provided for herein shall be accompanied by a check payable to the city according to the fee schedule as set by resolution and printed in Appendix D to this Code.
- b. *Filing fees.* The subdivider shall be responsible for providing the city a check payable to the county in which the final plat is to be filed. The amount shall be determined by the county clerk's office of the appropriate county and shall cover the full cost of filing the plat and any associated documents required as part of the approval issued by the commission.

(Ord. No. 2000-01, § 2, 1-17-2000)

Section VII. - Conflict with other ordinances.

All ordinances or parts of ordinances inconsistent herewith or in conflict with the provisions of this appendix shall be and the same are hereby repealed.

(Ord. No. 2000-01, § 2, 1-17-2000)

Section VIII. - Extraterritorial jurisdiction.

- a. The provisions of this appendix are hereby extended in their application to include all of the area within the extraterritorial jurisdiction of the city. The provisions of this appendix shall have the same force and effect within said area of extraterritorial jurisdiction as within the corporate limits of the city, except as provided in subsections b and c of this section.
- b. No violation of any provision of this appendix outside the corporate limits of the city, but within such city's area of extraterritorial jurisdiction, shall constitute a misdemeanor under this appendix, nor shall any fine provided for in this appendix be applicable to a violation within such area of extraterritorial jurisdiction.
- c. In the event any provision of this appendix or revision to same is violated within the area of extraterritorial jurisdiction of the city, and outside its corporate limits, the city may institute any appropriate action or proceedings in the district court to enjoin the violation of such appendix.

(Ord. No. 2000-01, § 2, 1-17-2000)

EXHIBIT “B”

Appendix B – SUBDIVISIONS

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Appendix B - SUBDIVISIONS

Section I. Purpose.

The purpose of this section is to establish the procedures and requirements for the submittal, review, consideration and action by the commission to provide the necessary details and orderly processing of the subdivision of land within the city and its extraterritorial jurisdiction.

- A. The subdivision of land shall conform to the comprehensive plan of the city, as well as all duly adopted design criteria of the city, which shall be kept on file with the city engineer and be available to the public. The city engineer shall maintain the design criteria manual and propose such changes to them from time to time so that they are equivalent or more stringent than those in the area.
- B. City Council may, through a Planned Unit Development (PUD) ordinance, approve standards different from those contained in this appendix or the design criteria manual. Where different standards are approved, whether those standards are more stringent or less stringent, they shall control. In no case shall a PUD decrease a required life safety code.
- C. When considering the placement of streets and utilities within proposed subdivisions, the developer shall preserve all natural features such as large trees, watercourses, historical spots, and similar community assets which will add attractiveness and value to the property unless such preservation results in an economic penalty of such magnitude that development of the land is infeasible.

Section II. Statutory authority; jurisdiction.

In pursuance of the authority granted to cities and counties under the constitution and laws of the state, including the provisions of Texas Local Government Code § 212.003, as amended, the city council does hereby adopt the rules and regulations in this appendix governing the subdivision and development of land within the city limits. Where there is any conflict in the subdivision ordinance or with other ordinances, the more restrictive shall apply.

- A. *Effective date and applicability* means all subdivision applications filed for preliminary plat approval on or after the effective date of the ordinance from which this appendix is derived shall be subject to these regulations. A subdivision application filed or which has received preliminary approval prior to the effective date of the ordinance from which this appendix is derived shall be subject to the subdivision regulations in effect at the time of filing the application for preliminary plat approval.
- B. *Plat approval required.*
 - 1. It shall be unlawful for any person to subdivide any tract, lot, or parcel of land within the city or its extraterritorial jurisdiction unless and until a preliminary and final plat of such subdivision has been approved, or an exemption satisfied, in accordance with the terms of this appendix. Unless and until a preliminary and final plat, amending plat or replat of a subdivision shall have been first approved in the manner provided herein by the commission or an exemption satisfied, it shall be unlawful for any person to construct or cause to be constructed any street, utility, facility, building, structure, or any other improvement on any lot, tract, or parcel of land within such subdivision, except as specifically permitted herein.
 - 2. No building, plumbing, electrical or mechanical permit shall be issued by the city for the construction of any structure on a lot or tract in a subdivision for which a final plat has not been approved by the commission and filed for record or certificate of exemption issued. No site plan shall be approved by the city for the construction of any structure on a lot or tract in a subdivision for which a final plat has not been approved by the commission, or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by

the city for the construction or repair of any structure on a lot or tract in a subdivision in which the permanent public improvements have not been approved and accepted by the city.

3. Large tract division. A division of land under subsection b.1 of this section does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated. Access shall be satisfied by compliance with section VI.B.1.a. Upon request by the owner of a tract resulting from this division who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
 4. Partial plat approval. Notwithstanding section II.B.1., a subdivision plat need not include all of a tract being divided if:
 - a. General.
 - (1) The portion of the tract being divided but not included within the plat boundaries is not intended to be a part of the development reflected in the proposed plat; or
 - (2) If some or all of the portion being divided but not included within the plat boundaries is intended to be a part of the development reflected in the proposed plat, then such part may be platted in a subsequent phase of the development, provided the person dividing the property submits a master plan pursuant to section IV.C.1. that meets with city approval;
 - b. The tracts being divided:
 - (1) Each have access that complies with section VI.B.1.a.; and
 - (2) Each are greater than five acres in size;
 - c. Excluding the portion of the tract being divided but not included within the plat boundaries will not substantially alter or impede any pending or anticipated development;
 - d. The boundaries of the portion of the tract not included within the plat are depicted and identified on the plat of the subdivision by dashed lines as provided for by section IV.C.2.b.(1)(b), and with a notation thereon indicating that development of such tract is contingent upon a subdivision plat thereof being filed and approved by the city, if such plat is required;
 - e. The plat application includes an acknowledgement, executed by the owner of the tract being divided, confirming that development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the city, if such plat is required, in accordance with the rules and regulations of the city governing plats and the subdivision of land in effect at the time the application for plat approval for such portion is sought; and
 - f. The general purposes of this appendix will be served without the necessity of including such tract within the boundaries of the plat.
 5. Upon request by the owner of the tract resulting from a division under section II.B.4.a.(1) that is not intended to be a part of the development reflected in the proposed plat, and who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
- C. *Authority.* The city shall not repair, maintain, install or provide any street or public utility service, nor authorize the sale or supply of water or sewer service, in any subdivision for which a final plat has not been approved by the commission and filed for record. The city shall not repair, maintain, install, or provide any street or public utility service, nor authorize the sale or supply of water or sewage service, in any subdivision in which the permanent public improvements have not been approved and accepted by the city.
- D. *Exemptions.* The provisions of these subdivision regulations shall not apply to:
1. *Annexed and consolidated areas.* Land legally platted and approved prior to the effective date of the city's subdivision regulations with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land.

2. *In-fill tract.* Land constituting one or more contiguous tracts with total acreage of less than five acres with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land, for which a legal deed of record describing the boundary of said tract or parcel was filed of record in the deed records of the county clerk of the appropriate county on or before the effective date of the ordinance from which this appendix is derived.
3. *Certificate of platting exemption.* Upon request by the owner of a tract who qualifies for an exemption under subsection D.1. or D.2. of this section, the city must issue a certificate of platting exemption certifying that the division meets this exception.

Section III. *Definitions.*

The following definitions shall apply in the interpretation and the enforcement of this appendix. The terms not defined herein shall be construed in accordance with the ordinances of the city or their customary usage and meaning in municipal planning and engineering practices.

Access or accessway means the public or private street by which pedestrians and vehicles shall have lawful and usable ingress and egress to a property line, provided, however, that access may be provided through a private easement in a commercial development.

Alleys. Alleys shall only be used to provide secondary access to lots which otherwise have their primary access from an adjacent street. Minimum pavement width for alleys shall be 20 feet.

Amending plat means a finished map or plan amending the lots in a previously recorded subdivision. All property that was previously part of the lot(s) being amended shall be included in the boundaries of the amended plat, regardless of ownership. Amended plats are approved administratively by the city manager or the city manager's designee.

Block means an area of land within a subdivision entirely bound by streets (other than alleys), highways, natural barriers, or the exterior boundaries of the subdivision.

Block length means the distance along a side of a street between the nearest two streets which intersect said street on said side.

Block-face means one side of a city street between two consecutive intersections.

City means the City of Friendswood, Texas, a municipal corporation located within Galveston and Harris Counties, Texas.

Commission means the planning and zoning commission of the City of Friendswood, Texas.

Comprehensive plan means the general plan adopted by the city council for the growth and development of the city and its environs, including any and all elements of such plan, addressing such topics as land use, streets and thoroughfares, utilities, drainage, parks, community facilities and schools, as well as other related topics or plans.

Council means the duly elected governing body of the City of Friendswood, Texas.

Cul-de-sac means a dead-end street with turnaround.

Easement means a right granted for the limited purpose of use over, across or under private land.

- (1) *Easement, access* means an easement that provides access to platted lots or reserves. The easement shall meet all of the requirements as set forth for its intended use, including, but not limited to, construction, width, building lines and function, but shall be privately maintained.
- (2) *Easement, aerial* means an easement for the exclusive use of constructing and maintaining above-ground utilities within its confines.
- (3) *Easement, drainage or storm water easement* means an easement for the unobstructed use of constructing and maintaining drainage facilities within its confines.

- (4) *Easement, maintenance.* A perpetual four-foot-wide wall-maintenance easement shall be provided on the lot adjacent to the zero lot line/property line, which, with the exception of walls or fences, shall be kept clear of structures. This easement shall be noted on the plat and incorporated into each deed transferring title to the property.
- (5) *Easement, sidewalk* means a non-exclusive public easement for sidewalk purposes.
- (6) *Easement, wastewater or sanitary sewer* means an easement for the unobstructed use of constructing and maintaining wastewater lines and appurtenances within its confines.
- (7) *Easement, water* means an easement for the unobstructed use of constructing and maintaining water lines and appurtenances within its confines.
- (8) *Easement, utility* means an easement granted for the purpose of placing and maintaining utilities within its confines.

Development Meeting is an informal process to allow an exchange of information between the developer, staff and the commission.

Filed plat means the date the complete application is submitted to the city.

Final plat means a complete and exact subdivision plan prepared in conformity with the provisions of this appendix and other related ordinances and in a manner suitable for recording with the county clerk of the county or counties in which said subdivision is located.

Frontage means that side of a lot abutting an accessway where the lot is assigned an address.

In-fill tract means any vacant tract or tracts of land that can be developed for the use for which they are zoned, and which are surrounded by, or adjacent to, existing developed property.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Master Plan means the plan or map for all subdivisions to be developed in phases or sections. The master plan shall be submitted prior to or with the plat of the first section of development of a subdivision and with all sections thereafter. Changes anticipated for the master plan shall be approved in advance of all platting, and the master plan map and attendant overlays or plans corrected as the changes are anticipated.

Preliminary plat means a map or drawing of a proposed subdivision prepared in accordance with the provisions of this appendix and which illustrates the features of the development for the purpose of review and preliminary approval by the commission.

Private streets means a non-dedicated right-of-way or accessway, meeting all requirements of public streets, except owned and maintained by private interests.

Public sidewalk means the minimum paved walkway, built in conformance with the city design criteria manual and standard construction details, located within the public right-of-way, or easement dedicated for public use, which provides continuous pedestrian access to adjacent land.

Public streets means a public right-of-way, dedicated for public use, which provides vehicular and pedestrian access to adjacent land. Included within this definition are the following general classification of streets:

- (1) *Major thoroughfares or arterial streets* means principal traffic arteries more or less continuous across the city and which are intended to connect remote parts of the city and which are used primarily for fast or heavy-volume traffic.
- (2) *Collector streets* means streets which carry traffic from minor streets to the major system of arterial streets and highways; said street may service commercial or industrial areas.

- (3) *Minor streets* means streets which are used primarily for access to the abutting properties and which are intended to serve traffic within a limited area.
- (4) *Boulevard* means streets utilizing opposing travel lanes separated by a landscaped median, which serves to separate traffic moving in opposite directions.

Subdivider and/or *developer* are synonymous and are used interchangeably, and shall include any person, partnership, firm, association, corporation and/or any officer, agent, employee, servant and trustee thereof, who does, or participates in the doing of, any act toward the subdivision of land within the intent, scope and purview of these regulations.

Subdivision or *subdivide* means the division of any lot, tract or parcel of land by plat, map or description into two or more parts, lots or sites for the purpose, whether immediate or future, of sale, rental or lease, or division of ownership. Any dedication and the laying out (or realignment) of new streets, or other public accessways, with or without lotting, is a subdivision. The term "subdivision" or "subdivide" also includes the re-subdivision and re-platting of land or lots which are part of a previously recorded subdivision. An "addition" is a subdivision as defined herein. The term "subdivision" or "subdivide" includes the division of land whether by plat or by metes and bounds description, and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Title certificate means a certificate prepared and executed by a title company authorized to do business in the state or an attorney licensed in the state certifying the true owner or owners of the property and describing all encumbrances of record which affect the property. Such certificate shall include all property included within the platted area, and such certificate shall not have been executed more than 45 days prior to the submission of same to the commission.

Tract means a lot or parcel of land, however denoted, fee simple title to which is owned by a person or persons by virtue of one or more deeds or other instruments. Multiple parcels of land described in a deed or other instrument are, despite being included in a single deed or other instrument, separate parcels of land if such parcels are described by separate, complete legal descriptions therein.

Section IV. - Plat submittal and filing procedures.

- A. Prior to the submission of the preliminary plat, the subdivider shall schedule a development meeting to confer with the community development department staff on an informal basis to receive comments and advice on the procedures, specifications and standards required by the city as conditions for subdivision plat approval. At this meeting, staff shall also discuss the proposed plat and its conformity with the comprehensive plan, its relationship to surrounding property, availability of utilities, drainage, street pattern, and any other matters.
- B. The city department responsible for accepting, reviewing master plans, plats, engineering plans (plan profiles), and other development related documents, is authorized to establish in writing the information that must be submitted to the city, including the form and manner of submission, for those development documents. Should information not be submitted to the city as specified by the appropriate city department as authorized by this section, the document may be denied by the approving authority.
 - 1. *Master plan*. Master plan procedures are as follows:
 - a. The master plan shall be submitted to the planning department with the following:
 - (1) Completed application.
 - (2) Review fees (non-refundable).
 - (3) Overall map of total property, showing blocks, lots, reserves, street layouts, etc.
 - (4) Stormwater drainage overlay or plan view with existing topographic contours, areas to be filled, if any, and drainage areas outlined, major drainageways, etc.
 - (5) Wastewater overlay or plan view indicating the proposed ultimate capacity needs.

- (6) Water main overlay or plan view indicating the proposed ultimate capacity needs.
 - (7) Tree preservation, mitigation, and maintenance plan.
 - (8) Traffic study, if required per the Design Criteria Manual.
 - (9) Original boundary and topographic data shall be certified by a registered professional land surveyor. Also, any area to be filled will be shown, with approximate proposed elevations.
 - (10) The number of copies of the plat specified on the application and accompanying documents shall be submitted concurrently to the office of the city planner or designee in the planning department via hand delivery, mail or courier. The cover of the submittal package shall be properly addressed to the attention of the "City of [Friendswood](#) Planning Department", clearly labeled with the type of submittal, and include the name of the applicant. The city will not be responsible for submittals that are not addressed and labeled with the correct information.
 - (11) The appropriate city department may waive one or more of the above items it deems unnecessary due to the size of the parcel, the number of lots being created, the proposed use and the adequacy of existing infrastructure servicing the location.
- b. Staff comments shall be addressed prior to approval by the planning and zoning commission. Said decision will be based upon a determination that the master plan meets the requirements of this article and all other applicable city ordinances and regulations. The master plan shall be subject to approval by the planning and zoning commission in concept only.
 - c. The master plan shall expire after two years from the date of submittal, unless one of the following occur:
 - (1) An application for a permit (including a plat) necessary to begin or continue towards completion of the project is submitted;
 - (2) Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located; or
 - (3) Fiscal security is posted to ensure performance of an obligation required by the regulatory agency;
 - d. All master plans that are associated with planned unit developments ("PUDs") are also subject to the requirements in the zoning ordinance.
2. *Preliminary plat.* Preliminary plat procedures are as follows:
- a. Submittal Requirements. The plat shall be submitted to the planning department with the following:
 - (1) Completed application.
 - (2) Review fees (non-refundable).
 - (3) A certificate or letter from a title guarantee company or a title attorney indicating a current search (within 45 days of submittal to the city) and certifying to at least the following concerning title to the land: A statement of records examined and date of examination; description of the property in question, including a metes and bounds description of the tract; name of the fee owner as of the date of examination, and the date, file number, date of filing, and volume and page of any lienholders; and general description of any easements or fee strips granted along with the file number, date of filing, and volume and page of recording.

- (4) Certification stating that all current city, county, school, utility, or other governmental entity taxes due and payable have been paid for; a tax certificate from the city, county, school, utility, or other governmental entity in which the land being platted is located showing no delinquent taxes are due on the property being platted.
 - (5) The draft of any protective covenants whereby the subdivider proposed to regulate the use of land in the subdivision, provided however, that such restrictive covenants, conditions, or limitations shall not be less than the minimum requirements of the city under the terms of these regulations.
 - (6) The number of copies of the plat specified on the application and accompanying documents shall be submitted concurrently to the office of the city planner or designee in the planning department via hand delivery, U.S. mail or courier on one of the submittal dates advertised on the P&Z Submittal Schedule. The cover of the submittal package shall be properly addressed to the attention of the "City of Friendswood Planning Department", clearly labeled with the type of submittal, and include the name of the applicant.
 - (7) The applicant shall submit proof that the plat was submitted to the drainage district with jurisdiction as required by the drainage district, provided the drainage criteria of both the city and the drainage district are the same. Proof of submittal may be a receipt of payment or a letter on official letterhead.
 - (8) A copy of the instrument establishing any private easement shall be submitted with the preliminary plat.
 - (9) Preliminary stormwater drainage overlay or plan view with existing topographic contours, areas to be filled, if any, and drainage areas outlined, major drainageways, etc., if not previously submitted in conjunction with a master plan.
 - (10) Preliminary wastewater overlay or plan view, if not previously submitted in conjunction with a master plan.
 - (11) Preliminary water main overlay or plan view, if not previously submitted in conjunction with a master plan.
 - (12) Tree preservation, mitigation, and maintenance plan.
 - (13) Traffic study, if required per the Design Criteria Manual.
 - (13) A list of deviations from the master plan made to the plat by the applicant. Significant changes will require submittal of a revised master plan.
 - (14) The appropriate city department may waive one or more of the above items it deems unnecessary due to the size of the parcel, the number of lots being created, the proposed use and the adequacy of existing infrastructure servicing the location.
- b. Graphic Requirements. Preliminary plats shall show the following graphic information:
- (1) Title of plat shall show:
 - (a) Proposed name of the subdivision, which must not be similar to that of an existing subdivision as to cause confusion.
 - (b) Legal description of subdivision, including the name of the county and surveying abstract number.
 - (c) The number of lots, blocks, and reserves and the total acreage in the title block.
 - (d) Name and address of owner. If owner is a company or corporation, name of the principal officer or owner of the entity responsible for the subdivision must be given.

- (e) The name of the registered professional engineer and/or registered public surveyor responsible for the survey and design. If different from the surveyor of the boundary, so indicate.
- (2) The scale must be drawn numerically and graphically shown on the plat. Graphic scale of 100 feet to the inch or larger.
 - (3) A north arrow (true or magnetic indicated on the plat) shall be provided on the plat. North shall be oriented to the top of the plat if possible, or at the left side.
 - (4) The date on which the plat was drawn shall be indicated on the plat. Each revision shall bear a new date. (month, day and year).
 - (5) Key map or vicinity map, preferably in the top right corner of the plat, showing orientation of the area being subdivided in relation to adjacent areas and principal streets. The suggested scale of the vicinity map is one inch equals 2,000 feet and shall be oriented in the same directions as the detailed subdivision drawing.
 - (6) Location and length of boundary lines.
 - (a) Area to be subdivided drawn in heavy lines with overall dimensions and bearings.
 - (b) Lines outside of boundaries to be dashed.
 - (c) An accurate location of the subdivision should be provided by reference to a well-established survey or league corner, subdivision corner, or other known point.
 - (7) The width, depth and location of all lots. Lot, block, and section numbers shall be placed consecutively.
 - (8) All restricted reserves (HOA parks/facilities/sites, landscape amenities, parkland dedication, and utilities) shall be labeled with the acreage shown. Only the definitions of restricted reserves given in the article shall be used. Those reserves shall require additional action by the commission prior to development as a residential lot.
 - (9) Describe the subdivision by metes and bounds.
 - (10) Street names shall not be duplicated in the city.
 - (11) The location and width of existing and proposed streets (public and private) within the subdivision and immediately adjacent to it shall be shown, measured at right angles, or radially when curved.
 - (12) The alignment of proposed streets with existing city streets..
 - (13) Street design dimensions or a reference to the minimum standards for tangents, arcs, radii, etc.
 - (14) Name, location, width and purpose of all existing and proposed easements.
 - (15) Existing and proposed utilities on and adjacent to the tract up to a distance of 200 feet. Sizes of existing utilities and the location of proposed junctions with the existing system shall be shown.
 - (16) Vertical control monuments are to have half-mile maximum spacing. All elevations, based on current National Geodetic Survey, will be registered with the city engineer upon plat submittal.
 - (17) Contours with intervals of one-half foot, referred to sea level (U.S. Coast and Geodetic Survey Data) as required to show at least two contours within the subdivision in addition to those necessary to clearly show outfall drainage. Identify basis of control and temporary benchmark set within the subdivision.

- (18) Special Flood Hazard Areas. A statement shall be included on the face of the plat that the property does or does not lie within a special flood hazard area. Also, the location of special flood hazard boundaries shall be indicated upon the face of the plat where the boundary divides the subdivision area.
 - (19) Names of subdivisions, streets, watercourses, pipelines and easements up to a distance of 200 feet. If adjacent property has been subdivided into residential lots, adjacent individual lot addresses will be shown. If adjacent property is acreage, adjacent property ownership will be shown.
 - (20) Additional land in the area adjacent to the subdivision in which the applicant has legal interest.
 - (21) The name of the subdivision, street names, title block information, special notes, dedication and notary statements, and ownership certificate language are subject to review and acceptance by the city.
 - (22) The applicable row(s), column(s), and notes from the Regulation Matrix per Appendix C, Zoning Ordinance.
- c. Expiration. Preliminary plat approval will expire six months after the approval by the commission of the preliminary plat or of final sections of a preliminary plat, except that if the subdivider shall apply in writing prior to the end of such six-month period, stating reasons therefore, an extension may be granted by the commission, upon a showing of good cause, for a single extension of six months.
 - d. The subdivider may, at his discretion, after approval or conditional approval of a preliminary plat, file a final plat or plats covering a portion of the preliminary plat. The remainder of the preliminary plat shall be deemed as approved or conditionally approved as in section V of this section, provided, however, that such approval or conditional approval of the remainder of the preliminary plat be limited to a two-year period after approval of the pertinent final plat or plats by the commission. Prior to the end of such two-year period, the subdivider may apply, in writing, for a one-year extension of the preliminary plat stating the reasons for the extension. The commission may, upon a showing of good cause, grant a single extension of up to one year.
3. *Final plat.* Final plat procedures are as follows:
- a. No final plat shall be considered unless a preliminary plat has been submitted and approved (unless an alternate method of plat submission is used) and a set of final construction plans and specifications has been approved by the city engineer for the public infrastructure improvements.
 - b. Submittal Requirements. After the foregoing procedure has been complied with and the preliminary plat approved or conditionally approved by the commission, the subdivider shall prepare or cause to be prepared a final plat, or plats, together with other supplementary information as specified herein.
 - (1) Construction Plans and Specifications in accordance with Section X. Plan profiles of all private and public infrastructure (including but not limited to water and sewer lines, drainage and detention areas, utilities, berms, roads, sidewalks, fences, and hike and bike trails) shall be submitted and approved by the city engineer.
 - (2) Utility companies' statements that easements are acceptable to provide service and no other easements are necessary or required.
 - (3) If applicable, letters of review by any local, county, state and federal departments as required by the city engineer or his designee.
 - (4) Statement from pipeline companies that all existing or proposed pipelines crossing the property have been satisfactorily provided for per the requirements of the pipeline

operator, and that the pipeline operator agrees to all pipeline crossings by proposed streets and other subdivision features.

- (5) Statement from well companies that all existing or proposed wells have been satisfactorily provided for per the requirements of the well operator or owner, and that the well operator or owner agrees to all setbacks from the wells for any proposed structures or other subdivision features.
 - (6) The applicant shall submit proof that the plat was submitted to the drainage district with jurisdiction as required by the drainage district, provided the drainage criteria of both the city and the drainage district are the same. Proof of submittal may be a receipt of payment or a letter on official letterhead.
 - (7) The appropriate city department may waive one or more of the above items it deems unnecessary due to the size of the parcel, the number of lots being created, the proposed use and the adequacy of existing infrastructure servicing the location.
- c. Graphic Requirements. The final plat shall conform substantially to the preliminary plat as approved and incorporate all the provisions relating the preliminary plats in subsection 2 of this section, except subsections 2.a.(9), 2.a.(10), and 2a.(11) preliminary plans and 2.b.(15) utilities and 2.b.(17). This plat shall also reflect any conditions or requirements for final approval imposed by the commission, together with the following additional requirements:
- (1) The plat shall show the location and identification of lots, streets, public highways, alleys, parks and other features, with accurate dimensions, in feet and decimals of feet, with the length of radii, tangents (or central angle) and arcs to all curves, and with all other information necessary to reproduce the plat on the ground, all to be set out within the perimeter lines.
 - (2) The plat shall show a heavy-lined perimeter to be the results of an accurate boundary survey of the property by a registered professional land surveyor with bearings and distances, and references to section/original survey corners, and showing the lines of adjacent lands and lines of adjacent streets and their names and widths (dashed lines). The location and datum used to determine elevations shall be noted on the face of the plat.
 - (3) The square footage of each lot shall be labeled on the plat. This can be provided for in a table.
 - (4) Traverse lines along streams and easements shall be shown adjacent to the high bank of streams and waterways.
 - (4) The plat shall show existing pipeline easements, location of pipelines, required setbacks, and if material being transported is hazardous.
 - (5) Impervious coverage. Table showing the allotted maximum percent of impervious surface for each lot represented, per the Design Criteria Manual.
 - (6) Front building setback lines shall be required on residential lots and reserves for commercial development.
 - (7) All dedication statements and certificates must be made a part of the final plat drawing and must include, but not be limited to, the statements, the general form and content of which are provided as examples available in the Community Development Department. Language in the statements shall be suitable for plat recording in the official records of plat in the Galveston County Clerk's Office or Harris County Clerk's Office, as appropriate. These dedication statements and certificates and various notations include the following:

Owners Acknowledgment;

Execution of owner's acknowledgment;

Lienholder's acknowledgement;
 Notary public acknowledgement for all signatures;
 Certificate for engineer and surveyor;
 Certificate for Commission;
 Certificate for Commission Secretary;
 Certificate for City Engineer;
 County clerk filing acknowledgment statement;
 Vacation of subdivision plat;
 Certificate of amending plat;

- (8) Reserves, easements, rights-of-way, etc., not specifically dedicated on the plat or in accompanying document, shall remain in the custody of the subdivision owner until transferred by other legal means.
- (9) The legal entity responsible for the maintenance of any improvements, including, but not limited to, building, recreational area, open space, equipment, pool or private driveway, which are to be owned and shared by the owners of real property in the proposed subdivision, shall be designated by appropriate articles of incorporation, contracts, restrictions, or other method. The means of securing payment for maintenance and operating expenses and any method of terminating such obligation shall be stated in the creating documents. The following note shall be indicated on the face of the plat:

"The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; the **property owner or HOA/POA** shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of public street lights shall be the responsibility of **(insert either Texas New Mexico Power or CenterPoint Energy as applicable).**"

- d. Expiration. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.
- e. Plat Recordation. Upon approval of the plat, the applicant shall submit to the planning department the following items as required by Galveston and Harris Counties:
 - (1) Mylars including the notarized original signatures of the owner(s) and lienholders of the property included in the plat and the original surveyor and the Galveston County Consolidated Drainage District, if applicable. (The city will be responsible for the required city signatures and recording the plat with the county.)
 - (2) Original tax certificates and receipts from all applicable jurisdictions.
 - (3) The letter or title certificate required in subsection IV.C.2. shall be brought up to current date by a supplementary report from the title guaranty company or title attorney; dated not more than 45 days from the date submitted to the city.

- (4) The original, executed protective covenants whereby the subdivider proposes to regulate the use of land in the subdivision, provided however, that such restrictive covenants, conditions, or limitations shall not be less than the minimum requirements of the city under the terms of these regulations.
 - (5) A check, payable to the county clerk's office for either Galveston or Harris County, in the amount of the cost of the county's recording fees.
 - (6) Under extreme circumstance and approval by the City Engineer, if public and/or private improvements have not been completed and accepted by city council, the city may accept a bond as security for the completion of the required improvements. The applicant shall provide a letter of credit from a federally insured lending institution or depository before the plat is recorded at the county.
4. *Replat.* Replat without vacating preceding plat procedures are as follows:
- a. The same procedures for final plat approval applies to the replat, except as noted.
 - b. The proposed replat shall be submitted to the planning department with a copy of the preceding plat.
 - c. A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:
 - (1) Is signed and acknowledge by all the owners of the property being replatted;
 - (2) Is approved by the commission;
 - (3) Does not attempt to amend or remove any covenants or restrictions;
 - d. In addition, a replat without vacation of the preceding plat must also conform to the requirements of this subsection,
 - (1) during the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - (2) any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
 - e. If a proposed replat described by section (d) does not require a variance or exception, in accordance with the Texas Local Government Code, written notice shall be given not later than the 15th day after the date of the approval.
 - (1) Notification shall be written notice sent to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent county tax roll.
 - (2) This subsection does not apply to a proposed replat if the municipal planning commission or the governing body of the municipality holds a public hearing and gives notice of the hearing in the manner provided by Subsection (f).
 - (3) The notice of a replat must include the zoning designation of the property after the replat and a telephone number and e-mail address an owner of a lot may use to contact the municipality about the replat.
 - f. If a proposed replat described by section (d) requires a variance or exception, a public hearing must be held by the commission. Notice of the hearing shall be given before the 15th day before the date of the hearing.
 - (1) Notice shall be published in the official newspaper.
 - (2) Notice shall be given in writing, with a copy of Subsection f(3) attached, to the owners of lots that are in the original subdivision and that are within the original subdivision and that

are within 200 feet of the lots to be replatted, as indicated on the most recently approved county tax roll. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.

- (3) If the proposed replat requires a variance and is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of all the members present of the commission. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 from that area, but within the original subdivision, must be filed with the city prior to the close of the public hearing. In computing the percentage of land area under this subsection, the area of the streets and alleys shall be included.
 - g. Compliance with subsections f(2) and f(3) of this section is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.
 - h. Expiration. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.
5. *Short form final plat.* Short form final plat procedures are as follows:
- a. An abbreviated procedure for plat submission may be used if the proposed subdivision satisfies the following requirements:
 - (1) The proposed subdivision is for development containing four lots or less.
 - (2) All lots in the proposed subdivision front on a previously dedicated or private accessway of adequate width and are so situated that no additional accessway, alley, easement or public property is required to meet the regulations of this appendix or any other ordinance of this city.
 - (3) All utilities and drainage facilities, as required by this appendix or any other ordinance of this city, are in place to serve each lot in the proposed subdivision and require no extensions.
 - (4) The proposed plat does not vacate, create or extend a public right-of-way or easement.
 - (5) The proposed plat does not require any variance or modification to the subdivision ordinance.
 - b. If a proposed subdivision satisfies the requirements of subsection 5.a. of this section, the subdivider may seek final plat approval without necessity of submitting a preliminary plat. Such plat shall meet all the requirements in subsection b. of this section for final plats.
 - c. Expiration. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.
6. *Amending plat.* Amending plat procedures are as follows:

- a. The city manager or the city manager's designee shall have the authority to approve amending plats, without further action of the planning and zoning commission, as permitted by V.T.C.A., Local Government Code Chapter 212. The city manager or designee shall not have authority to disapprove any such amending plat and shall be required to refer any plat that the city manager or designee refuses to approve to the planning and zoning commission. Nothing herein shall preclude the city manager or designee from electing to present the plat to the planning and zoning commission for approval.
- b. An amending plat shall contain all of the informational requirements set forth for a final plat.
- c. The city manager or designee may approve an amending plat that may be recorded and is controlling over the preceding or final plat with a vacation of that plat, if the amending plat is signed by the applicants only and the sole purpose of the amending plat shall be to:
 - (1) Correct an error in a course or distance shown on the preceding plat;
 - (2) Add a course or distance that was omitted on the preceding plat;
 - (3) Correct an error in a real property description shown on the preceding plat;
 - (4) Indicate monuments set after the death, disability, or retirement from practice of the surveyor responsible for setting monuments;
 - (5) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
 - (6) Correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats. Such errors may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent recorded plats;
 - (7) Correct an error in courses and distances of lot lines between two adjacent lots if:
 - (a) Both lot owners join in the application for amending the plat;
 - (b) Neither lot is abolished;
 - (c) The amendment does not attempt to remove recorded covenants or restrictions; and;
 - (d) The amendment does not have a material adverse effect on the property rights of the owners in the plat.
 - (8) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
 - (9) Relocate one or more lot lines between one or more adjacent lots if:
 - (a) The owners of all those lots join in the application for amending the plat;
 - (b) The amendment does not attempt to remove recorded covenants or restrictions; and;
 - (c) The amendment does not increase the number of lots.
 - (10) To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or part of the subdivision covered by the preceding plat if:
 - (a) the changes do not affect applicable zoning and other regulations of the municipality;
 - (b) the changes do not attempt to amend or remove any covenants or restrictions; and
 - (c) the area covered by the changes is located in an area that the municipal planning commission or other appropriate governing body of the municipality has approved, after a public hearing, as a residential improvement area;

- (11) To replat one or more lots fronting on an existing street if:
 - (a) The owners of all those lots join in the application for amending the plat;
 - (b) The amendment does not attempt to remove recorded covenants or restrictions;
 - (c) The amendment does not increase the number of lots; and
 - (d) The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.
 - d. When an amending plat is prepared, the surveyor signing and sealing the plat shall provide a statement in the title block denoting the change, in addition to any other corrections which have been made.
 - e. Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.
- 7. *Vacating of plat.* The procedure for vacating a plat shall conform with the current Texas Local Government Code and meet the same requirements as a final plat. The procedure shall consist of:
 - a. The owners of the tract covered by a plat may vacate the plat any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved by the commission and recorded as described in the plat recordation section of this appendix.
 - b. If lots in the plat have been sold, the plat, or any part of the plat may be vacated on the application of all the owners of the lots in the plat with approval by the commission.
- 8. *Association required.* A plat to subdivide property, whether residential or non-residential that creates common area or common land shall be accompanied by a copy of documents evidencing:
 - a. Approval by the Texas Secretary of State's Office of the formation of a homeowners' association, community association, or property owners' association; and
 - b. Such association's assumption of the responsibility for maintenance of the common area and/or common land.
- 9. *Covenants/conditions/restrictions required.* Final approval of any plat to subdivide property, whether residential or nonresidential shall not be granted unless the applicant submits a certified copy of covenants, conditions, and/or restrictions declared for said property that:
 - a. Establish materials, design and/or architectural standards acceptable to the city's planning director; and
 - b. Are recorded in the appropriate county clerk's office.

Section V. Decisions of the commission

- A. Beginning with the submittal date of the plat, the planning and zoning commission shall approve or disapprove within 30 days in accordance with the Texas Local Government Code (Section 212.009). Said decision will be based upon a determination that the plat meets the requirements of this article and all other applicable city ordinances and regulations. The commission shall approve, approve with conditions or disapprove a plat.
- B. Prior to action by staff, the applicant may submit a written "notice of withdrawal" of the plat. This will suspend the running of the 30-day period. When the plat is administratively ready for re-submission, the applicant can then file a signed and dated "notice of re-filing" of the plat within six months of the initial submitted date of the plat, which then starts the 30-day clock anew. A new

application and fee will be required for plats that are re-submitted more than six months after the initial submittal date. One "notice of re-filing" is permitted for a plat.

C. Standards for approval – the commission shall approve a plat if:

1. It conforms to the general plan of the City of Friendswood and the current and future streets, alleys, parks, playgrounds, and public utility facilities;
2. It conforms to the general plans for extension of roads, streets, and public highways, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities; and
3. It conforms to this article.

D. Approve – If approved, the plat shall be endorsed with a certificate of approval by the planning and zoning commission chairman and attested by the commission's secretary.

E. Conditional approval or disapproval – the commission shall provide the applicant a written statement of the conditions for a conditional approval or reasons for the disapproval that clearly articulates each specific condition. Each condition or reason specified in the written statement must be directly related to the requirements under this appendix and include a citation to the law, including a statute, municipal ordinance or resolution, that is the basis for the conditional approval or disapproval, and may not be arbitrary.

1. Applicant Response – After the conditional approval or disapproval of a plat, the applicant may submit to the commission a written response that satisfies each condition for the conditional approval or remedies for each reason for disapproval. The commission may not establish a deadline for an applicant to submit a response.
2. Commission Response – Once a response is received from the applicant, the commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved plat no later than the 15th day after the date the response was submitted. The decision of the commission must comply with section V.C. and the commission may disapprove the plat only for a specific condition or reason provided to the applicant previously.
3. The commission shall approve a previously conditionally approved plat or disapproved plat if the response adequately addresses each condition of the conditional approval or each reason for the disapproval.
4. Inaction: A previously conditionally approved or disapproved plat is approved if the applicant files a response that adequately addresses each condition of the conditional approval or each reason for the disapproval AND the commission does not disapprove the plat within 15 days of the submittal of the response and in accordance with section V.E.2.

F. A plat is deemed approved by the planning and zoning commission, unless it is disapproved within 30 days.

1. An applicant may request in writing an extension of 30-day period for a period not to exceed an additional 30 days. This request shall be submitted to the commission for consideration.
2. If the commission fails to approve, approve with conditions, or disapprove within 30 days, the certificate on the plat shall include the date the plat was filed and a statement that the authority failed to act on the plat within that period, in accordance with section V.A.

Section VI. – General requirements and design criteria.

A. *Public and private local streets.*

1. The street pattern of a neighborhood must comply with the design criteria, all requirements of this section and shall:

- a. Provide for adequate vehicular access to all properties within a subdivision's plat boundaries. All lots, tracts and reserves shall have frontage on an approved public right-of-way or access easement.
- b. Provide adequate street connections to adjacent properties to ensure adequate traffic circulation within the general area.
- c. Provide a local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by fire, police and other emergency services.
- d. Provide a sufficient number of continuous streets and major thoroughfares, particularly in those areas designated for the development of multifamily residential, commercial and industrial land uses, to accommodate the increased traffic demands generated by these land uses.
- e. When necessary to continue the neighborhood pattern for adjacent developments, existing streets in the adjoining areas shall be continued and shall be at least as wide as such existing streets in alignment therewith, but in no case narrower than required by current regulation. Centerline offset shall be a minimum of 125 feet. Greater centerline offsets may be required by the commission when necessary for traffic safety.
- f. When adjoining areas are not subdivided, the commission may require the arrangement of streets in the subdivision to make provisions for the proper projection of streets into such unsubdivided areas.
- g. Street intersections shall be as nearly at right angles as practical giving due regard to terrain, topography, sight distances and safety.
- h. Private streets, where allowed, shall meet all the requirements set forth for public streets, including, but not limited to, construction standards, width, curves, sight distance visibility and function, and all other design criteria and specifications, and shall be privately maintained to those standards.
- (i) *Points of access.* Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus roads and shall meet the requirements of Section D104.3 of the 2000 International Fire Code. Exceptions:
 - (1) Where there are 30 or fewer dwelling units on a single public or private access way and all dwelling units are protected by approved residential sprinkler systems, access from two directions shall not be required.
 - (2) The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire marshal.

B. Collector streets generally.

- 1. There shall be a minimum of one point of access from a collector street into a subdivision or subdivision phase, up to a maximum of 75 platted lots. There shall be a minimum of two points of access into a subdivision or subdivision phase from a collector street for subdivisions in excess of 75 platted lots. In the case of phased construction, each phase should meet this requirement, but in no case shall there be less than one access to a collector street per 75 platted lots.
- 2. A collector street may be a new or existing street built to current collector street standards for right-of-way width and pavement width, or an existing street built to past standards but which by definition currently functions as a collector street.

3. No subdivision can connect to a collector street through another subdivision unless each is part of a planned, phased subdivision development. In such cases, the commission may require such through streets to have additional right-of-way width and paving width, in keeping with subsection b(1)(e) of this section, to promote better traffic flow.
4. All lots in a subdivision must be within 750 feet of an intersection on a street within the subdivision that leads to a collector street, but the commission may approve a greater distance in keeping with the considerations for increased cul-de-sac lengths and block lengths.
5. The commission may permit an isolated, stand-alone subdivision to connect to a collector street by way of a new street not built to collector standards if such street is within the plat boundaries of the subdivision.
6. Due to existing conditions on the land being platted, such as the existence of pipelines, bodies of water, 100-year floodplain, etc., the commission may require additional points of access from a collector street to protect health, safety and welfare.

C. *Major thoroughfares and arterial streets.*

1. *General.* Street classification, location and alignment shall be in accordance with the thoroughfare plan and finally determined by the commission.
2. *Right-of-way width and transitions.* The width of the right-of-way to be dedicated for any designated or proposed thoroughfare or collector street shall be in conformance with the thoroughfare plan. In those instances where the proposed subdivision is located contiguous to an existing thoroughfare or collector street having a right-of-way less than that required by the thoroughfare plan, sufficient additional right-of-way must be dedicated to bring the right-of-way width in conformance with the plan. The minimum right-of-way width required for the development of a designated or proposed thoroughfare or collector street must be of sufficient width to accommodate the approved roadway pavement and attendant drainage and utility facilities.
3. *Curves and intersections.* Curves proposed for the right-of-way of designated thoroughfares and collector streets shall be in conformance with the current design criteria. Reverse curves must be separated by a tangent distance of not less than 100 feet. Intersections with public and/or private streets shall be at right angles but may vary upon approval of the commission after due regard for terrain, topography, sight distances and safety. Where acute angles are approved, a radius of at least 25 feet in the right-of-way line in the acute corner must be provided.

D. *Buffering major thoroughfares.*

1. Where a subdivision abuts or contains an existing or proposed arterial street, the commission may require marginal access streets, reverse frontage with screen planting contained in non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. If landscaping or berming is used as a buffer between the major thoroughfare and residential property uses, the subdivider shall provide a ten-foot landscape easement along the major thoroughfare according to the major thoroughfare plan and shall construct sidewalks thereon in accordance with the city design criteria manual and standard construction details.
2. Reserve strips controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the commission.
3. Community Overlay District (COD)
 - a. Residential developments not facing a Community Overlay District thoroughfare shall be required to install a visual barrier to a minimum mature height of six feet as measured from the finished grade. The barrier shall be set back from the street right-of-way line by a minimum of ten feet. Various materials may be utilized, including landscaped earth berms,

provided the materials are durable and require low maintenance. All barriers shall be maintained by the owner of the property on which such barrier is located, or by a homeowners' association. If a homeowners' association is to provide such maintenance, the obligations therefor shall be set forth in writing, and filed of record in the same manner that other restrictive covenants are filed. Subdivision plats submitted for residential property along a COD corridor shall include detailed information and visual representations of the proposed barrier, and such other information as deemed necessary by the planning and zoning commission to establish compliance with this subsection.

b. Trees shall be planted adjacent to the barrier, on the COD thoroughfare side, at intervals of 25 feet, with one-half having a minimum caliper of four inches and one-half having a minimum caliper of two inches. Existing qualified trees may be counted toward fulfillment of this requirement, provided that the size, species, and guaranteed duration shall meet the criteria of the landscaping section of this appendix. (Clustering of trees shall be permitted, provided, however, clustering shall not reduce the number of required trees, and trees shall not be clustered so as to lessen the survival rate of other trees.)

c. Community Overlay District boundaries and requirements are located in the Zoning Ordinance, Appendix C. Should any portion of this Section conflict with any provisions of the Zoning Ordinance, the Zoning Ordinance shall govern.

4. Street right-of-way widths shall be as shown in the general plan for the city, and where not shown therein shall be not less than as follows:

Street type	Minimum right-of-way width
Major thoroughfare	120 feet
Collector	80 feet
Minor (private and public)	60 feet
Commercial streets	80 feet
Boulevards	100 feet

- E. *Partial or half streets.* Partial and half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with other requirements of these regulations, and where the commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided, the other remaining half of the street shall be platted within such subdivision, in accordance with section II. Appropriate notations and one-foot reserve must be placed upon the plat restricting access from any partial or half streets so dedicated to adjacent acreage tracts until the adjacent property is subdivided in a recorded plat and the additional right-of-way is acquired providing the full right-of-way as specified in this appendix.
- F. *Street names.* Proposed street names shall be submitted to and approved by the planning and zoning commission. Proposed streets, which are in alignment with others existing and named, shall conform to the names of the existing streets. Street names cannot be duplicated. Prior to plat approval, the applicant shall submit a list in alphabetical order of all streets within each section of the proposed subdivision.

G. *Gates on private streets.*

1. Entrances to communities with private streets that utilize gates shall be controlled by electrically operated gates which are physically manner or electronically operated on a 24-hour-per-day basis. Where electrically operated, unmanned access gates are in place on private streets, one entrance gate at each entrance must be equipped with a 911 override control switch. For entrances with two gated lanes of entry, only one of these gated entries requires an electronically operated gate. The second one may be manually operated. Construction plans and gate specifications must be submitted to the fire marshal's office and approved prior to installation.
2. The Knox Company Model KS-2 or KS2-P (or approved equal) key operated switches are approved by the fire marshal's office.
3. The 911 override control switch must be installed in a weatherproof box or assembly approved by the fire marshal's office.
4. The 911 override switch must be accessible from the driver's side of every emergency response vehicle.
5. All electrically operated access gates shall have a manual override mechanism for use in the event of a power failure, approved by the fire marshal's office.
6. Electric gates must have a rest button near the override control switch to secure the gates when the emergency is terminated.
7. Streets in existence, finally platted and approved by the city council on the effective date of the ordinance from which this section is derived shall remain as they are; however, new construction of private streets shall provide a ten-foot curb-face to curb-face width. The gates in the fully opened position must provide a minimum of 12 feet clear width.
8. A sensing device that will automatically open the gates for departure or exiting is required. Where manual exit gates exist, at least one gate at each exit shall be equipped with a 911 padlock.
9. A final inspection by the fire marshal's office is required before the gates are operational. Each public safety department shall sign off on the acceptance form.
10. Installation of the 911 override switches on all existing gates shall be accomplished within six months of the effective date of this article from which this section is derived. Gates and 911 switches must be maintained and kept in good working condition.
11. The owner or operator or his agent is responsible for the ordering and the installation of the 911 override control switch. An approved order form must be obtained from the fire marshal's office.
12. Distribution of numbered master keys will be controlled by the city fire marshal's office. Keys shall be distributed to authorized emergency response personnel only. Recordkeeping will be maintained in the office of the fire marshal.

- H. *One-foot reserves.* In those instances where any public street is established in a plat submitted to the commission and where such street forms a stub street into adjacent acreage or where such street lies along the parallel with the plat boundary and adjacent to acreage, a one-foot wide reserve must be established within the street right-of-way to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage, to prevent access to this public street from the adjacent unsubdivided acreage unless and until the commission has had an opportunity to review the development proposals for such adjacent acreage, and a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation which must be placed upon the face of any plat where a one-foot reserve is to be established:

"One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being

that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors."

I. *Culs-de-sac*.

1. *Length*. The length of culs-de-sac shall not be longer than 750 feet. In cases where proposed subdivisions are surrounded by existing development which precludes compliance with block length standards, the commission may approve the creation of cul-de-sac streets which exceed 750 feet in length if the turnaround complies with the current design criteria and the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on cul-de-sac streets of 750 feet or less. In considering any such application, the commission shall consider measures which would ensure:
 - a. Adequate water pressure for potable water needs and firefighting capabilities;
 - b. The ability of the city to timely provide emergency services; and
 - c. That traffic hazards and traffic congestion is not created due to density or number of lots. In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended dead-end cul-de-sac street shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.
2. *Cul-de-sac right-of-way radius*. The proposed cul-de-sac right-of-way and pavement radii shall comply with the requirements of the current design criteria.
3. *Temporary turnarounds*. Temporary turnarounds are to be used where curb and gutter is not installed at the end of the street more than 400 feet long that will be extended in the future and noted thus: "Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

J. *Sidewalks*. Sidewalks are required along all streets.

1. Exception: Sidewalks shall not be required in single-family residential (SFR) and single-family residential estate (SFR-E) districts where:
 - a. Open ditch streets are approved; or
 - b. The subdivision was accepted prior to sidewalks being a required improvement; or
 - c. The property is an in-fill tract without an abutting sidewalk.
2. Sidewalks may not be required when, in the judgment of the planning and zoning commission, the safety of the pedestrians does not require such sidewalks.
3. If a plat is required, the developer, prior to the city's final acceptance of the infrastructure, must install sidewalks along reserves and rights-of-way prior to the city's final acceptance of the infrastructure.
4. If no platting or infrastructure construction is required, sidewalks must be installed prior to issuance of the final certificate of occupancy of the structure.
5. When sidewalks are required, they shall be built in accordance with the city design criteria manual and standard construction details.
6. Corner lots are required to install sidewalks along each frontage that has an abutting sidewalk.

7. Should an existing sidewalk be removed, the sidewalk must be replaced and built in accordance with the city design criteria manual and standard construction details.

K. *Blocks.*

1. The lengths, widths and shape of blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - b. Requirements as to lot sizes and dimensions.
 - c. Need for convenient access, circulation, control and safety of street traffic.
 - d. Limitations and opportunities of topography.
2. Block lengths (measured along the block-face from intersection to intersection between the nearest two streets, or from center of the cul-de-sac radius to the nearest street intersection).
 - a. Minimum block length shall be not less than 300 feet, except for culs-de-sac which shall have no minimum length.
 - b. Maximum block length for residential: 1,200 feet (see subsection g of this section for culs-de-sac).
 - c. Maximum block length along a major thoroughfare: 1,600 feet, except under special conditions and upon approval of the commission.
3. The commission may approve the creation of blocks which exceed the maximum length if the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on blocks that do not exceed the maximum length. In considering any such application, the commission shall consider measures which would ensure:
 - a. Adequate water pressure for potable water needs and firefighting capabilities;
 - b. The ability of the city to timely provide emergency services;
 - c. That a traffic hazard and/or traffic congestion is not created due to density or number of lots; and
 - d. Alignment of any street with a block length greater than 1,200 feet does not promote excess speed on the street.

In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended block length shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.
4. The proposed street right-of-way and pavement width shall comply with the requirements of the current design criteria.
5. Temporary turnarounds are to be used where curb and gutter is not installed at the end of a street more than 400 feet long that will be extended in the future, and should be noted thus:
"Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

L. *Street lighting, signage, and signalization.*

1. Street lighting shall be provided in accordance with the city streetlight policy. A proposed street lighting plan shall be indicated on a copy of the final plat of the subdivision. The proposed street lighting plan shall be submitted together with the construction plans for public improvements required by section IV.C.3.b.(1) of this appendix.

2. The developer shall be required to provide and install all traffic signage and signalization determined by the city to be necessary because of the construction of the proposed subdivision. All signs and signals shall be provided in accordance with the state manual of uniform traffic control devices and shall be erected prior to acceptance of the streets by the city.

Section VII. Easements.

- A. *Easements for utilities.* Except where alleys are permitted for the purpose, the city shall require easements of at least ten feet for poles, wires, conduits, storm sewers, gas, water, and wastewater or other utility lines, along all rear lot lines, along side-lot lines if necessary, or in the same or greater widths may be required along the lines of or across lots, where necessary for the extension of existing or planned utilities. All water and wastewater lines shall be located in the street rights-of-way unless agreed to and/or specified by the city.
- B. *Drainage easements.* Where a subdivision is traversed by a watercourse, drainageway, bayou, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourses, and such further width or construction, or both, as will be adequate for the purpose. Parallels streets or parkways may be required in connection therewith. Location and width of drainage easements shall be determined by the commission and shall be in conformity with the city's master drainage plan.
- C. Easement boundaries must be tied by dimensions to all adjacent lot and tract corners. Where the private easement has no defined location or width, an effort shall be made to reach agreement on a defined easement.
- D. Prior to approval of the final construction plans by the city engineer, the subdivider of any subdivision plat wherein public streets or easements are shown crossing private easements or fee strips shall, by letter to the city, assume responsibility for seeing that any adjustments and protection of existing pipelines, electrical transmission lines, or other facilities shall be planned and provided for to the satisfaction of the holder of the private easements or fee strips and the city prior to the filing of the plat for record.
- E. Prior to filing the final plat for record, the following requirements shall be met:
 1. The developer or dedicator of any plat shall obtain from the holder of any private easement or fee strip within the plat, crossed by proposed streets or other public easements, an instrument granting to the public the use of said public streets or easements over and across said private easements or fee strips for construction, operation and maintenance of those public facilities indicated. This instrument shall be delivered with the plat.
 2. The developer shall furnish the commission with a letter from the holder of the private easements or fee strips in question, stating that arrangements for any required adjustments on pipelines, electric transmission lines or other similar facilities have been made to the satisfaction of the holder of the easement.
- F. Sidewalk easements. If sidewalks cannot be placed wholly within the right-of-way and must be placed on private property, easements of the appropriate width shall be required.

Section VIII. Lot design requirements.

A. Lots.

1. The lot size, width, depth, shape and orientation, and the minimum building setback lines, shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
2. Lot dimensions shall conform to the latest zoning ordinance.

3. Corner lots for residential use shall have extra width to permit required building setback from an orientation to both streets.
4. The subdividing of the land shall be such as to provide, by means of a public or private street, each lot with satisfactory access, provided, however, such private streets shall comply with, and are privately maintained to, the requirements for public streets.
5. Double-frontage and reverse-frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages to topography and orientation. A planting screen easement of at least ten feet, and across which there shall be no right of access, shall be provided along the line of the lots abutting such traffic artery or other disadvantageous use.
6. Side lot lines shall be substantially at right angles or radial to street lines.
7. The square footage of each lot shall be labeled on the plat. This can be provided for in a table on the plat.

B. *Building set back lines.* Building setback lines shall conform to the latest zoning ordinance.

C. *Provide required setbacks from pipelines and active wells.*

1. No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution system pipelines as defined in chapter 26 of this Code.

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

D. *Density.* No plat shall be approved for the subdivision of land unless such plat reflects and satisfies the minimum open space (density) requirements for the particular type of development proposed (i.e., single-family, commercial, industrial), as provided in the zoning regulations of the city.

Section IX. Fire prevention and suppression.

These provisions shall be administered in conjunction with the city fire marshal.

- A. The proposed development shall be served by fire suppression facilities at the time of issuance of the first occupancy permit by an approved public water supply system capable of providing fire flow in accordance with the American Water Works Association and National Fire Protection Association (NFPA) standards for that type of development and all other NFPA codes which may be applicable.
- B. Fire protection measures shall be required to progress with construction in planned groups of buildings in accordance with NFPA 1141, Standard for Fire Protection in Planned Building Groups.
- C. Private fire service mains and their appurtenances shall be installed in accordance with NFPA 24 Standard for Installation of Private Fire Service Mains and Their Appurtenances.
- D. If a water supply does not exist, aboveground water storage tanks may be approved as an alternate water supply. Capacity in gallons per minute and duration shall be determined by the developer with approval of the fire marshal department. Calculations shall be stamped and sealed by a licensed, professional engineer.

Section X. Construction plans and specifications.

When a preliminary plat of a subdivision has been approved, the developer shall submit to the city, plans and specifications for all improvements pertinent to said subdivision. All improvements shall be designed and constructed in conformity with the provisions of these regulations and the current design criteria of the city. No construction shall commence prior to compliance with these regulations. It shall be the duty of the subdivider or his engineer to see that this provision is complied with in its entirety.

A. Submittal Requirements.

1. Application
2. Fee (non-refundable)
3. Two complete sets of plans, specifications, and contracts, including performance, payment and maintenance bonds covering said construction, shall be filed with the city. These shall show such features as required by the current design criteria manual including but not limited to the following plans: water, sanitary sewer, stormwater, drainage and detention, streetlight plan, traffic control plan, and street sign plans.

- B. Approval. The city engineer shall, within 30 days of receipt of said plans and specifications, approve same if they conform to the requirements of these regulations and the current design criteria, or disapprove same giving its reasons therefor in writing to the subdivider. Thereafter, when the subdivider has met the objections, if any, the city engineer shall approve the plans and specifications and forthwith deliver same to the subdivider, his agent or his engineer.

Upon approval of the construction drawings by the city engineer, these drawings and specifications shall become the minimum standards required for final acceptance of the subdivision, provided, however, that in the case of conflict where the design criteria impose greater requirements, the design criteria will govern in this deficient specification; all other specifications being the same as had previously been approved by the city engineer.

- C. Inspection Required. All public infrastructure improvements within all of the area of any subdivision or portion thereof given final approval by the commission shall be inspected and accepted by city council before the plat is filed of record.

The subdivider, owner, and the design engineer responsible for the design improvements shall have the obligation upon acceptance of the preliminary plat by the city to grant the city engineer or his authorized representative the right of ingress and egress for the purpose of inspection of the facilities under construction. If at any time during the construction of the proposed improvements the city engineer or his authorized representative finds the improvements not to be in conformance with the plans and specifications of the proposed improvements and the city subdivision ordinance or current design criteria, the city engineer or his representative will hereby be given the authority to cause the subdivider, owner, and the design engineer for the improvements to cease all operations within the property boundaries of the approved plat until all deficiencies are corrected to conform to the city subdivision ordinance and current design criteria.

- D. Final acceptance. The subdivider, owner or his engineer must furnish one certified complete set of as-built drawings on the street, drainage and utilities in the subdivision before final acceptance. The owner and the contractor must furnish to the city, upon final acceptance of the subdivision by the city, a maintenance bond for the duration of one year from the date of final acceptance of the subdivision. The bond shall be for 100 percent of the present worth of the installed utilities.

Section XI. Engineering and construction standards.

- A. Adoption of minimum standards. The city design criteria manual shall provide the city's technical details for infrastructure improvements and shall be updated from time to time and adopted by resolution. The current design criteria for the city for infrastructure improvements shall be complied with in each subdivision before final approval of a plat by the commission. The current approved version shall be kept on file with the city secretary and the city engineer. An electronic version shall be accessible on the city website.

Section XII. Tree preservation, mitigation, and maintenance.

Tree Preservation, Mitigation, and Maintenance regulations located in Appendix C, Zoning Ordinance, Section 8. Supplementary district regulations., I. Landscaping and screening requirements.

Section XIII. – Parks and recreation areas.

A. *Purpose.*

1. This section provides recreational areas in the form of city parks as a function of subdivision development in the city. This section is enacted in accordance with the home rule powers of the city under the state Constitution, and the statutes of the state, including, but not by way of limitation, V.T.C.A., Local Government Code Chapter 212.
2. Park areas shall be recommended by Keep Friendswood Beautiful and shall be shown on an official parks and recreation map for the city, which shall be adopted and may be modified from time to time by the city council. Proposed city parks and recreational areas will be established by review with the developer and city staff at the earliest possible stage of development planning, and a proposed subdivision or development shall be reviewed in its entirety and not by sections or phases.
3. The primary cost of city parks should be borne ultimately by residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. New residents will increase the demands for parks proportionally, and new growth should bear their share of the costs of those facilities. Therefore, the following requirements are adopted to effect the purposes herein stated.

B. *General requirements.* Residentially zoned land, to be used for single-family, townhomes, garden homes, mobile homes, and/or multifamily residential purposes.

1. Whenever a final plat is filed of record with the county clerk for development of a residential area in accordance with the platting and zoning regulations of the city, such plat shall contain a clear fee simple dedication to the city of an area of land for park purposes, which area shall be equal to one acre for each 133 proposed dwellings, based on the proposed subdivision or development in its entirety and not by sections or phases. Any proposed plat submitted to the city for approval shall show the parkland proposed to be dedicated under this subsection. The dedication required by this section may be met by a payment of money in lieu of land when permitted or required by the other provisions of this subsection. The dedication required by this section should be in accordance with goals outlined within the city parks and open space master plan, or be located at the site for an identified existing park.
2. The city council declares that development of an area smaller than five acres for the purpose of a city park is impractical. Therefore, if fewer than 655 dwellings are proposed by a plat filed for approval, the developer shall be required to pay the applicable cash in lieu of land amounts provided by subsection D of this section, rather than to dedicate any land area. In most instances, no plat showing a dedication to the city of less than five acres shall be approved; provided, however, that the city may accept smaller parcels where such proposed dedication is in the best interests of the city, such as when a smaller parcel is adjacent to an existing park or future park site.
3. Developers should evaluate their proposed development and proposed dedication with city staff to ensure that as soon in the development process as possible the land dedicated is usable for city parks purposes.
4. A dedication required by this section shall be made in accordance with subsection D.1. of this section. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, an additional dedication shall be required, and shall be made by payment of the cash in lieu of land amount provided by subsection D of this section.

C. *Timing of dedication or payment of fees in lieu of land.*

1. Parkland shall be dedicated to the city at the time of filing of the final plat of the first phase and section, if a phased development. The dedication shall be made contemporaneously by separate instrument and must be accepted by the city council prior to the filing of the final plat. Lack of acceptance of such dedication shall preclude the filing of the final plat and shall not relieve the subdivider of complying with the requirements of this section. Where a dedication of parkland for the entirety of a phased development is proposed, the parkland shall be shown on the plat, if included within the first phase, and dedicated by separate instrument, or dedicated by separate instrument if located outside of the first phase of development, at the time of filing the final plat for the first section of such phased development.
2. Payment of fees in lieu of land for single family residential developments shall be done at the time of filing of the final plat. Where payment of fees in lieu of land for parks for the entirety of a phased development is planned, such payment may be made in full for all phases of the proposed development at the time of filing of the plat for the first phase, or payment of fees in lieu of land for each section of a phased development may be made at the time of filing of the final plat for each phase or section, at the discretion of the developer.
3. Payment of fees in lieu of land for multi family residential developments shall be done at the time of site plan approval, prior to the issuance of building permits.

D. *Fees in lieu of land.*

1. Any landowner responsible for dedication under this section shall review their proposed development with city staff, including Keep Friendswood Beautiful on recommendation of staff, prior to or simultaneously with making any formal application to the city, for the purpose of evaluating compliance with this section. If no agreement is reached between the developer and city staff, then within 14 days from receipt of a written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer, that recommendation shall be final, subject to the acceptance of such dedication by city council as described in this subsection D. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at its next meeting, and shall make the final decision. This decision is final unless there is a substantial change in conditions. Generally, the landowner will have the option to dedicate land or pay fees in lieu thereof. However, the city expressly reserves the right to require dedication of land rather than accept fees in instances including, but not limited to, the proposed development is adjacent to an existing city park or in areas in which additional parkland is desired.
2. As provided above, any landowner responsible for dedication under this section shall, when permitted, meet the requirements of subsection C of this subsection or this subsection D in whole or in part by a cash payment in lieu of land, in the amount set forth in this section. Such payment in lieu of land shall be made at or prior to the time of final plat approval for city parks as described in subsection C.1. of this section.
3. A per-dwelling unit fee shall be set by resolution and printed in from time to time by the city council, incorporated in the fee schedule, Appendix D to this Code, in amounts sufficient to acquire land and provide for adjacent streets and utilities for a park.

E. *Parkland dedication fund.*

1. There is hereby established a special fund for the deposit of all sums paid in lieu of land dedication under this section or any preceding ordinance, which fund shall be known as the "parkland dedication fund." Funds shall only be released from the parkland dedication fund upon city council approval of a plan to utilize the funds to build or enhance an existing park or purchase land for a future park.
2. The city shall account for all sums paid in lieu of land dedication under this section with reference to the individual plats involved. Any funds paid for such purpose must be expended by the city within ten years after the filing of the final plat, or the filing of the final plat of each

phase or section of the contributing subdivision, if a phased development. If not so expended, the owners of the property beginning on the first day after the expiration of such ten-year period shall be entitled to a pro rata refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one year of entitlement. Such request must be made in writing to the city manager or his/her designee or such right shall be barred.

3. Where funds or a dedication for a phased development have been paid or made for the entire development at one time, and the original developer does not complete all phases of the entire development, credit for such prior dedication or payment shall be applied to subsequent plats for the same land on a pro rata basis. Increased density will require the dedication of additional parkland or payment of additional fees.

F. *Additional requirements.*

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The following characteristics of a proposed area are preferred wherever possible:
 - a. The city reserves the right to decline any dedication of proposed parkland if it is determined to be in the best interests of the city.
 - b. Park sites should preferably be located so that users are not required to cross arterial roadways to access them.
 - c. Sites should be located adjacent to schools, where possible, in order to encourage both shared facilities and the potential co-development of new sites.
 - c. Sites should be located adjacent to a greenbelt system, where possible, so that connections to a trail network may be easily achieved.
 - e. Sites should not have unusual topography which would render the land unusable for organized recreational activities where these activities are necessary to the type of park.
 - f. Sites should have and retain existing trees or other scenic elements.
 - g. Land subject to an easement or a right-of-way shall comprise no more than 25 percent of the total land dedicated under the provisions of this section. In addition, any land that is subject to an easement or a right-of-way and which is dedicated under this section must be contiguous with the other area dedicated to the city and must conform to all other requirements of this section.
 - h. All offers of dedication must be accompanied by a phase one environmental study verifying the absence of conditions which would inhibit or prohibit its future use and development as park facilities.
2. Parks should be easy to access and be open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines should be used in designing parks and adjacent development:
 - a. Where physically feasible, parks should be bounded by streets, or by other public uses (e.g., school, library, recreation center).
 - b. A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions. Street or pedestrian connections to existing and future adjoining subdivisions may be required to provide reasonable access to parks.
 - c. Where a nonresidential use directly abuts a park, the city may require the developer to construct, at his expense, screening of a minimum height of eight feet. The screened area must be landscaped on the park side. Access points from the nonresidential use to the park may be permitted.

- d. Alleys may abut a park, where otherwise allowed by ordinance, but they should not be designed to encourage motorized traffic to the park.
 - e. Streets abutting a park shall be built in accordance with the thoroughfare plan and the standards of this section, provided, however, the city may require any residential street built adjacent to a park to be constructed to collector width to ensure access and prevent traffic congestion, subject to a proportionality review of the impacts generated by the subdivision, provided, further, that the city may enter into a development agreement with the subdivider to share the costs of street construction for abutting streets.
 - f. Wildlife, existing trees and shrubs on the site shall be preserved to the greatest extent practicable.
 - g. A park shall not have impervious cover exceeding 20 percent of the open space area.
3. When parkland is acquired, the city shall reserve sufficient land to provide a minimum of 50 percent of the total street width where a street is required to abut a park.
 4. In all cases, the city shall review and may require modification of the proposed street alignment fronting on city parks and recreation areas. Developers should also provide, where possible, street or pedestrian access to all creeks or drainageways which are maintained by a homeowner association or dedicated as a drainage and floodway easement to the city or the applicable drainage district.
 5. Drainage areas may be accepted as part of a park if the drainage facilities are constructed in accordance with city engineering standards, and if no significant area of the park is cut off from access by such drainage facilities. Where the city has designated a floodplain as part of the city park system, the park design shall provide public access for all areas of the park.
 6. Any parkland proposal considered by the commission under this section shall have been reviewed by the director of community services and his recommendation given to the commission. The commission may make a decision contrary to such recommendation by a simple majority vote.
- G. *Partial credit for land, private parkland, private recreation facilities, or open space.* Keep Friendswood Beautiful, upon an affirmative recommendation of the director of community services, may reduce the amount of parkland to be deeded to the city or reduce the fees in lieu of parkland to be paid to the city as provided below.
1. A reduction from the initial parkland dedication requirement may be made where parkland within the same park area as the subdivision which generates the required conveyance is dedicated for a private park. For purposes of this subsection, the private parkland dedication shall meet the following minimum requirements:
 - a. The park area shall be leveled and seeded by the subdivider to produce green space. The city will determine if the parkland can be left in its natural state;
 - b. The park area shall be located within the subdivision generating the parkland requirements; and
 - c. Restrictive covenants shall be filed of record in the appropriate county providing for the creation and operation of a homeowner association to maintain and improve such private park area, or, in the case of such private park area within a multifamily development, such as an apartment complex, provide for maintenance and improvement by the owners of the multifamily development.
 2. A reduction from the initial parkland dedication requirement may be made for recreational improvements made to private parkland within the same park area as the subdivision which generates the required conveyance. Such recreational improvements to parkland may include, but are not limited to, the following: children's play apparatus, landscaped areas, picnic areas, game court areas, playfields, swimming pools, and recreation center buildings

and facilities. All improvements shall meet the same applicable regulations or codes as for like improvements on public property.

3. A reduction from the initial parkland dedication requirement may be made for common open space, whether public or private, within the subdivision which generates the required conveyance. Such open space may be in the form of greenbelts along creek beds, or around the perimeter of the subdivision, and may include improvements such as hike and bike trails. In no case shall credit be given under this subsection for landscaped or seeded medians. A further reduction may be given where the common open space is linked with undeveloped or developed parkland or other recreational facilities.
 4. In order to receive the credits under subsection G.1., 2., or 3. of this section, the subdivider shall provide documentation to the director of community services at the time of final plat filing sufficient to establish the validity of the estimated costs that will be used to determine the reduction under this subsection. In the event that the developer proposes to construct the improvements at a later date, as in a phased development, the city may require that the developer obtain a surety bond, performance bond, or other form of guarantee that the recreational amenities will be installed within four years from the date of filing of the final plat of the first phase of the phased development. The director of community services shall evaluate the documentation submitted and shall approve the value prior to any reduction being given under this subsection. Credits are cumulative, but in no case shall credits given under this subsection exceed 100 percent of the total dedication of land or fees required for city parks under this appendix. In cases where the estimated costs of the improvements are disputed, the value shall be as finally determined by the director of the community services. If no agreement is reached between the developer and city staff, then within 14 days from receipt of written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer that recommendation shall be final. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at their next meeting and shall make the final decision. This decision is final unless there is a substantial change in conditions.
 5. A credit may be given of up to 50 percent of the total dedication of land or fees required under this appendix where the developer makes improvements to public parks, as described under subsection G.2. of this section.
 6. Credit for city parks may be based on previously installed amenities within a phased development, where amenities and recreational improvement have been constructed in earlier phases, where no parkland dedication was required, subsequent phases for which park dedication is required, may count those previously installed amenities. Under no circumstances will double credit be given for a previously installed amenity.
- H. *Minimum park improvement standards.* Prior to acceptance by the city and prior to the filing of the final subdivision plat, any parkland dedicated to the city, or developed as a private park for credit against parkland dedication under this section, shall meet the following minimum standards:
1. The public park area shall be leveled and seeded (as deemed necessary by the city) by the subdivider to produce green space prior to the completion of the first phase of the development of the subdivision, if the development is being executed in phases. Existing trees and shrubs on the site shall be preserved to the greatest extent practicable. The subdivider will be responsible for the maintenance of the public park area for a minimum of one year after the completion of the subdivision (or the completion of the final phase or section of the subdivision), at which time the city will assume maintenance responsibilities in the park. The subdivider is also responsible for notifying each homeowner in the subdivision of the existence of any private park area and its conditions of ownership.
 2. Any improvements provided by the developer to parkland shall comply with applicable regulations and codes set forth for such improvements.

Section XIV. - Fees.

- A. *Platting fees.* Subdivision plats submitted to the commission for approval under the method provided for herein shall be accompanied by a check payable to the city according to the fee schedule as set by resolution and printed in Appendix D to this Code.
- B. *Filing fees.* The subdivider shall be responsible for providing the city a check payable to the county in which the final plat is to be filed. The amount shall be determined by the county clerk's office of the appropriate county and shall cover the full cost of filing the plat and any associated documents required as part of the approval issued by the commission.
- C. *Construction plans and specifications review fees.* The city reserves the right to assess fees based upon the actual costs incurred by the city for multiple iterations of reviews of construction plans and specifications as set by resolution and printed in Appendix D to this code.
- D. *Impact Fees.* The City of Friendswood has elected to adopt Water and Wastewater Impact Fees to assist in the financing of Capital Improvements for those systems that are necessitated for growth and development anticipated within the city, as authorized by Chapter 395 of the Local Government Code. The fees are reassessed every five years and are defined in Appendix D to this Code. Fees are payable at the time of building permit issuance.

Section XV. Variances.

- A. The planning and zoning commission may grant a variance to any of the provisions of appendix B, except for requirements in the city's adopted engineering and construction standards, pursuant to the procedures set forth in this section and upon a showing by clear and convincing evidence by the applicant that:
 - 1. There are special circumstances or conditions affecting the property in question;
 - 2. That enforcement of the provisions of this chapter would deprive the applicant of a substantial property right; and
 - 3. That such variance, if granted, would not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.
- B. Each and every application for variance shall be decided solely and entirely on its own merits; neither the lack of enforcement of any ordinance nor the disposition of any prior or pending application for variance may be considered or allowed to affect any decision on the application in question. Pecuniary interests standing alone shall not be justification for the granting of a variance.
- C. The application fee and procedures for a public hearing and provision of notice shall be the same as established by the city for a rezoning request, except that the applicant shall include a copy of this section with any notice that the applicant is required to mail.
- D. The planning and zoning commission may, by affirmative vote of at least three-fourths of its members present and voting, grant a variance to the regulations of appendix B if it finds, by clear and convincing evidence, that all of the following criteria are met:
 - 1. There are unique conditions peculiar to the subject parcel or tract that do not exist on adjacent parcels or tracts;
 - 2. Strict application of appendix B deprives the applicant of rights commonly enjoyed by other land in area or land with similar uses;
 - 3. The variance, if granted, does not frustrate the intent and purpose of appendix B and community, neighborhood, and other applicable land use and development plans, and will not adversely affect property or property values in the vicinity of the subject site;
 - 4. Conditions supporting the granting of the variance request are not self-created by disregard or ignorance of federal, state, or local codes and/or ordinances; and

5. The variance is tailored as narrowly as possible while still granting the relief sought.
- E. Factors that may not be considered to support the granting of a variance include, but are not limited, to the following:
1. Personal and/or economic hardship;
 2. Misrepresentation of property conditions, uses, or regulations by a seller or agent;
 3. Errors made by a surveyor, contractor, or builder; and
 4. Increasing the profit, income, or competitive advantage of the applicant; and
 5. Threats to locate or relocate outside of the city, or cancel or scale back a project, if a variance is denied.
- F. The applicant bears the burden of proof to demonstrate that the requirement(s) of appendix B from which a variance is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the applicant. The applicant shall submit statements, studies, and any other relevant information as may be required by the city planner to substantiate the claim(s) for which a variance is requested. If any information is so required, the application for variance shall be deemed complete only upon the submittal of all such required information. The planning and zoning commission and/or city council during review and consideration of the request may require additional studies or information from the applicant, which additional information must be submitted before any action may be taken on the variance application. The offer or submittal, at any stage of the variance application process, by the applicant of any information that proves to be false shall cause the variance request to be denied. If a variance request is approved based upon information offered or submitted by the applicant, without regard to the applicant's knowledge of the falsity of said information, and subsequent to the approval of the variance the approving authority finds said information to be false by a preponderance of the evidence, the variance shall be considered null and void as of the date of that finding and the approving authority shall reconsider the variance request in light of the corrected information.
- G. The decision of the planning and zoning commission on a variance request may be appealed within 14 days of said decision by filing with the city:
1. The applicant's written appeal; or
 2. A written request by two members of the city council to place consideration of the variance upon the agenda of a city council meeting.
- H. The city council shall decide the appeal at a meeting not later than 45 calendar days after the date on which the appeal is submitted and may, by majority vote of those present and voting, affirm, modify, or reverse the decision of the planning and zoning commission. Such decision of the city council shall be final.

Section XVI. - Conflict with other ordinances.

All ordinances or parts of ordinances inconsistent herewith or in conflict with the provisions of this appendix shall be and the same are hereby repealed.

Section XVII. - Extraterritorial jurisdiction.

- A. The provisions of this appendix are hereby extended in their application to include all of the area within the extraterritorial jurisdiction of the city. The provisions of this appendix shall have the same force and effect within said area of extraterritorial jurisdiction as within the corporate limits of the city, except as provided in subsections b and c of this section.

- B. No violation of any provision of this appendix outside the corporate limits of the city, but within such city's area of extraterritorial jurisdiction, shall constitute a misdemeanor under this appendix, nor shall any fine provided for in this appendix be applicable to a violation within such area of extraterritorial jurisdiction.
- C. In the event any provision of this appendix or revision to same is violated within the area of extraterritorial jurisdiction of the city, and outside its corporate limits, the city may institute any appropriate action or proceedings in the district court to enjoin the violation of such appendix.

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner 

Date: October 19, 2021

Re: Proposed amendments to repeal in its entirety, Appendix B, Subdivision Ordinance and adopting a new Appendix B, Subdivision Ordinance, Sections I through XVI, incorporating changes pursuant to state law and administrative requirements such as authority and a variance procedure, removing the sidewalk fund option, and other grammatical and format changes.

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested ordinance amendments.

The Subdivision Ordinance is being updated for the following reasons:

1) Incorporate House Bill 3167 changes regarding platting.

- Effective legislation as of September 1, 2019, forces cities to speed up the site plan/subdivision plat approval process.
- The commission must approve, approve with conditions, or disapprove a plan or plat within 30 days of being submitted to the city. Each condition or disapproval shall be specified in writing.
- The city shall, not later than the 15th day after the date a replat is approved, provide written notice by mail of the approval of the replat to each owner in the original subdivision that is within 200 feet of the lots to be replatted.

- 2) Re-organize Sections for easier reference.
 - Added a table of contents and rearranged existing and new content.
- 3) Clarify the development process beginning with a master plan through platting to infrastructure construction.
 - Replaced Conceptual Plan with Master Plan.
 - Added basic sections that were missing: Authority and Variances.
 - Created more specific sections to replace the large, generic “Design Requirements” section.
 - Included comprehensive information: landscape buffers, tree mitigation, and fire code requirements.
- 4) Fill gaps of information or instruction; include missing items such as Authority and Variances.
 - Variances would be heard by the Planning and Zoning Commission and could only be approved with a supermajority vote (75% or more).
- 5) Include more comprehensive information: landscape buffers, tree mitigation, and fire code requirements.
- 6) Remove the option to pay into the Sidewalk Fund instead of building sidewalks.
 - Overall, the side walk fund was a great idea in theory, but it has not been as effective as hoped in practice. The commission’s recommendation is to remove the developer’s option to pay into the Sidewalk Fund. Each development will be responsible for installing a sidewalk at the time of building construction. The commission may waive the sidewalk requirement if it finds that it is infeasible or unnecessary to build a new sidewalk.
 - Complications of the sidewalk fund include jurisdiction issues, specifically that the majority of the properties that funds have been collected for are located within TxDOT rights-of-way and one is on Beamer Road which is outside of the city limits. Also, sidewalk installation by the City after the building’s construction has been completed would be more complicated and expensive. In the future, the City would have to absorb the additional costs for planning, materials, laborers, and TxDOT permitting, which would likely result in insufficient funds being collected under the current process. If the sidewalks are not installed immediately, we also face increased costs due to inflation, surveying, and the possibility of installing culverts.

The Planning & Zoning Commission recommends that City Council approve the subject ordinance changes.

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: November 1, 2021

Date submitted: 09/16/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first reading of a proposed ordinance repealing in its entirety, Appendix B, Subdivision Ordinance and adopting a new Appendix B, Subdivision Ordinance, Sections I through XVI, incorporating changes pursuant to state law and administrative requirements such as authority and a variance procedure, removing the sidewalk fund option, and other grammatical and format changes.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission, along with staff, has been working on updating the Subdivision Ordinance. Amendments include changes per state law, incorporating administrative requirements such as authority and a variance procedure, and removing the sidewalk fund.

State law changes include changes per House Bill 3167, which made numerous changes to the site plan and subdivision platting approval process. The bill requires the municipal authority responsible for approving plats to either approve, approve with conditions, or disapprove with explanation/reasons within 30 days after the date the plan or plat is filed. Each condition or reason must be specified in a written statement and may not be arbitrary. Staff and the Commission have put these processes into action, but this amendment will formalize the process in the Subdivision Ordinance.

There were many administrative items missing from the Subdivision Ordinance, such as a statement stating the City's statutory authority, providing for a variance process, fire prevention and suppression, and fees. These have all been added.

Regarding sidewalks, sidewalks are required on all new developments in all zoning districts except for SFR and SFR-E open ditch streets. Additionally, there are a few other exceptions for in-fill development and subdivisions that were platted prior to sidewalks being required. The limited use of the sidewalk funds and the amounts being collected is not proving to be beneficial to the City. The proposal is to remove the option to pay into the sidewalk fund and require that sidewalks be installed, unless, in the judgement of the Planning and Zoning Commission, the safety of pedestrians does not require sidewalks.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the requirements in the ordinance provides better direction for developers, engineers and others who submit plans to the City of Friendswood. Additionally, keeping the ordinances in line with state law leaves less room for error.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested ordinance amendments.

ATTACHMENTS

1. Proposed Ordinance 2021-XX Subdivision Ordinance mkf
2. Exhibit A Existing Subdivision Ordinance
3. Exhibit B New Subdivision Ordinance

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING THE EXISTING APPENDIX B, SUBDIVISIONS, SECTION I THROUGH SECTION VIII AS IDENTIFIED IN EXHIBIT A AND PROVIDING FOR THE ADOPTION OF A REVISED APPENDIX B, SUBDIVISIONS, SECTION 1 THROUGH SECTION XVII AS IDENTIFIED IN EXHIBIT B; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith AND PROVIDING FOR PUBLICATION.

* * * * *

WHEREAS, the City of Friendswood has reviewed its existing ordinances and determined that due to legislative changes, changed circumstances in development practices, and the city's desire to make its regulations as clear and concise as possible, a complete revision of the subdivision ordinance and related regulations is in order; and

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

Section 1. That Appendix B, Subdivisions, Section I through Section VIII, as it currently exists and is depicted in Exhibit “A”, is hereby repealed in its entirety.

Section 2. That Appendix B, Subdivisions, Section I through Section XVII, as depicted in Exhibit “B” is hereby adopted.

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 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 5. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 6. That after final passage, the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing the information required by the City Charter in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED and APPROVED on first reading this 1st day of NOVEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

**PASSED and APPROVED on second and final reading this 6th day of DECEMBER,
2021**

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT “A”

Appendix B - SUBDIVISIONS

Section I. - General.

- a. *Purpose.* The purpose of this section is to establish the procedures and requirements for the submittal, review, consideration and action by the commission to provide the necessary details and orderly processing of the subdivision of land within the city and its extraterritorial jurisdiction.
- b. *Plat approval required.*
 1. It shall be unlawful for any person to subdivide any tract, lot, or parcel of land within the city or its extraterritorial jurisdiction unless and until a preliminary and final plat of such subdivision has been approved, or an exemption satisfied, in accordance with the terms of this appendix. Unless and until a preliminary and final plat, amending plat or replat of a subdivision shall have been first approved in the manner provided herein by the commission or an exemption satisfied, it shall be unlawful for any person to construct or cause to be constructed any street, utility, facility, building, structure, or any other improvement on any lot, tract, or parcel of land within such subdivision, except as specifically permitted herein.
 2. No building, plumbing, electrical or mechanical permit shall be issued by the city for the construction of any structure on a lot or tract in a subdivision for which a final plat has not been approved by the commission and filed for record or certificate of exemption issued. No site plan shall be approved by the city for the construction of any structure on a lot or tract in a subdivision for which a preliminary plat has not been approved by the commission, or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by the city for the construction or repair of any structure on a lot or tract in a subdivision in which the permanent public improvements have not been approved and accepted by the city.
 3. Large tract division. A division of land under subsection b.1 of this section does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated. Access shall be satisfied by compliance with section III.b.1(a). Upon request by the owner of a tract resulting from this division who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
 4. Partial plat approval. Notwithstanding subsection b.1 of this section, a subdivision plat need not include all of a tract being divided if:
 - (a) *General.*
 - (i) The portion of the tract being divided but not included within the plat boundaries is not intended to be a part of the development reflected in the proposed plat; or
 - (ii) If some or all of the portion being divided but not included within the plat boundaries is intended to be a part of the development reflected in the proposed plat, then such part may be platted in a subsequent phase of the development, provided the person dividing the property submits a conceptual plan pursuant to section II.a that meets with city approval;
 - (b) The tracts being divided:
 - (i) Each have access that complies with section III.b.1(a); and
 - (ii) Each are greater than five acres in size;
 - (c) Excluding the portion of the tract being divided but not included within the plat boundaries will not substantially alter or impede any pending or anticipated development;
 - (d) The boundaries of the portion of the tract not included within the plat are depicted and identified on the plat of the subdivision by dashed lines as provided for by section II.b.2(c)(2), and with a notation thereon indicating that development of such tract is contingent upon a subdivision plat thereof being filed and approved by the city, if such plat is required;

- (e) The plat application includes an acknowledgement, executed by the owner of the tract being divided, confirming that development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the city, if such plat is required, in accordance with the rules and regulations of the city governing plats and the subdivision of land in effect at the time the application for plat approval for such portion is sought; and
 - (f) The general purposes of this appendix will be served without the necessity of including such tract within the boundaries of the plat.
- 5. Upon request by the owner of the tract resulting from a division under subsection 4(a)(i) of this section that is not intended to be a part of the development reflected in the proposed plat, and who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
- c. *Authority.* The city shall not repair, maintain, install or provide any street or public utility service, nor authorize the sale or supply of water or sewer service, in any subdivision for which a final plat has not been approved by the commission and filed for record. The city shall not repair, maintain, install, or provide any street or public utility service, nor authorize the sale or supply of water or sewage service, in any subdivision in which the permanent public improvements have not been approved and accepted by the city.
- d. *Exemptions.* The provisions of these subdivision regulations shall not apply to:
 - 1. *Annexed and consolidated areas.* Land legally platted and approved prior to the effective date of the city's subdivision regulations with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land.
 - 2. *In-fill tract.* Land constituting one or more contiguous tracts with total acreage of less than five acres with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land, for which a legal deed of record describing the boundary of said tract or parcel was filed of record in the deed records of the county clerk of the appropriate county on or before the effective date of the ordinance from which this appendix is derived.
 - 3. *Certificate of exemption.* Upon request by the owner of a tract who qualifies for an exemption under subsection d.1 or d.2 of this section, the city must issue a certificate of exemption certifying that the division meets this exception.
- e. *Definitions.* The following definitions shall apply in the interpretation and the enforcement of this appendix. The terms not defined herein shall be construed in accordance with the ordinances of the city or their customary usage and meaning in municipal planning and engineering practices.

Access or accessway means the public or private street by which pedestrians and vehicles shall have lawful and usable ingress and egress to a property line, provided, however, that access may be provided through a private easement in a commercial development.

Alleys. Alleys shall only be used to provide secondary access to lots which otherwise have their primary access from an adjacent street. Minimum pavement width for alleys shall be 20 feet.

Block means an area of land within a subdivision entirely bound by streets (other than alleys), highways, natural barriers, or the exterior boundaries of the subdivision.

Block length means the distance along a side of a street between the nearest two streets which intersect said street on said side.

Block-face means one side of a city street between two consecutive intersections.

City means the City of Friendswood, Texas, a municipal corporation located within Galveston and Harris Counties, Texas.

Commission means the planning and zoning commission of the City of Friendswood, Texas.

Comprehensive plan means the general plan adopted by the city council for the growth and development of the city and its environs, including any and all elements of such plan, addressing such topics as land use, streets and thoroughfares, utilities, drainage, parks, community facilities and schools, as well as other related topics or plans.

Conceptual plan means a plan showing all of the proposed improvements, including, but not limited to, streets, lots, drainageways, etc.

Council means the duly elected governing body of the City of Friendswood, Texas.

Cul-de-sac means a dead-end street with turnaround.

Filed final plat means the date of the commission meeting that the plat is set for action.

Final plat means a complete and exact subdivision plan prepared in conformity with the provisions of this appendix and other related ordinances and in a manner suitable for recording with the county clerk of the county or counties in which said subdivision is located.

Frontage means that side of a lot abutting an accessway where the lot is assigned an address.

In-fill tract means any vacant tract or tracts of land that can be developed for the use for which they are zoned, and which are surrounded by, or adjacent to, existing developed property.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Preliminary plat means a map or drawing of a proposed subdivision prepared in accordance with the provisions of this appendix and which illustrates the features of the development for the purpose of review and preliminary approval by the commission.

Private streets means a right-of-way or accessway, meeting all requirements of public streets, except owned and maintained by private interests.

Public sidewalk means the minimum paved walkway, built in conformance with the city design criteria manual and standard construction details, located within the public right-of-way, or easement dedicated for public use, which provides continuous pedestrian access to adjacent land.

Public streets means a public right-of-way, dedicated for public use, which provides vehicular and pedestrian access to adjacent land. Included within this definition are the following general classification of streets:

- (a) *Major thoroughfares or arterial streets* means principal traffic arteries more or less continuous across the city and which are intended to connect remote parts of the city and which are used primarily for fast or heavy-volume traffic.
- (b) *Collector streets* means streets which carry traffic from minor streets to the major system of arterial streets and highways; said street may service commercial or industrial areas.
- (c) *Minor streets* means streets which are used primarily for access to the abutting properties and which are intended to serve traffic within a limited area.
- (d) *Boulevard* means a collector street utilizing two 22-foot, minimum width, paved roadway sections divided by a 12-foot-wide lane with raised median, which serves to separate traffic moving in opposite directions.

Subdivider and/or *developer* are synonymous and are used interchangeably, and shall include any person, partnership, firm, association, corporation and/or any officer, agent, employee, servant and trustee thereof, who does, or participates in the doing of, any act toward the subdivision of land within the intent, scope and purview of these regulations.

Subdivision or *subdivide* means the division of any lot, tract or parcel of land by plat, map or description into two or more parts, lots or sites for the purpose, whether immediate or future, of sale,

rental or lease, or division of ownership. Any dedication and the laying out (or realignment) of new streets, or other public accessways, with or without lotting, is a subdivision. The term "subdivision" or "subdivide" also includes the resubdivision and replatting of land or lots which are part of a previously recorded subdivision. An "addition" is a subdivision as defined herein. The term "subdivision" or "subdivide" includes the division of land whether by plat or by metes and bounds description, and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Title certificate means a certificate prepared and executed by a title company authorized to do business in the state or an attorney licensed in the state certifying the true owner or owners of the property and describing all encumbrances of record which affect the property. Such certificate shall include all property included within the platted area, and such certificate shall not have been executed more than 45 days prior to the submission of same to the commission.

Tract means a lot or parcel of land, however denoted, fee simple title to which is owned by a person or persons by virtue of one or more deeds or other instruments. Multiple parcels of land described in a deed or other instrument are, despite being included in a single deed or other instrument, separate parcels of land if such parcels are described by separate, complete legal descriptions therein.

- f. *Effective date and applicability* means all subdivision applications filed for preliminary plat approval on or after the effective date of the ordinance from which this appendix is derived shall be subject to these regulations. A subdivision application filed or which has received preliminary approval prior to the effective date of the ordinance from which this appendix is derived shall be subject to the subdivision regulations in effect at the time of filing the application for preliminary plat approval.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2007-05, § 1(A), 4-16-2007; Ord. No. 2008-10, § 1, 5-19-2008; Ord. No. 2008-19, § 2, 7-7-2008)

Section II. - Procedures for submission of plats.

- a. *Staff conference and conceptual plan procedure.* This is an informal process to allow an exchange of information between the developer, staff and the commission. No approvals shall be issued for conceptual plans. The conceptual plan for a project shall not be binding to the developer or the commission. This procedure shall contain the following steps:
1. *Staff conference.* Prior to the submission of the preliminary plat, the subdivider shall confer with the community development department staff on an informal basis to receive comments and advice on the procedures, specifications and standards required by the city as conditions for subdivision plat approval. At this meeting, staff shall also discuss the proposed plat and its conformity with the comprehensive plan, its relationship to surrounding property, availability of utilities, drainage, street pattern, and any other matters governed by this appendix.
 2. *Conceptual plan.*
 - (a) Prior to submitting a preliminary plat, a subdivider may submit a conceptual plan of the entire development for review by the commission. Notwithstanding anything in this subsection to the contrary, a subdivider may submit a preliminary plat or plats along with a conceptual plan of a proposed development.
 - (b) Only major or significant changes by the developer in the conceptual plan shall require resubmission of such plan to the commission. Minor changes may be reviewed by staff who may determine that changes are more than minor and resubmit proposed changes to the commission.
 3. *Contents of plan.* The conceptual plan shall contain the following information:
 - (a) The proposed name of the development.
 - (b) The total acreage included in the entire development.
 - (c) The scale of the plan should be indicated.

- (d) The boundaries of the total acreage of the subdivision and the boundaries of the proposed land uses within the subdivision should be indicated.
- (e) The plan shall indicate the total number of lots and the typical lot sizes.
- (f) The plan shall indicate proposed streets, direction of manmade and natural drainage flows, location of schools, parks, detention ponds and other public or private facilities.

b. *Preliminary plat.*

1. Following the staff conference and the submittal of the conceptual plan, all persons desiring to subdivide a tract of land within the corporate limits of the city or within its extraterritorial jurisdiction shall prepare or cause to be prepared a preliminary plat which shall be kept on file with the commission, together with other supplementary information as specified below.
2. The preliminary plat submittal shall contain the information and/or language required hereunder.
 - (a) Title of plat shall show:
 - (1) Proposed name of subdivision.
 - (2) Legal description of subdivision, including the name of the county and surveying abstract number.
 - (3) Total acreage and total number of lots, blocks and reserves. Lots within each block shall be numbered consecutively. Blocks shall also be numbered consecutively.
 - (4) Name and address of owner. If owner is a company or corporation, name of the principal officer or owner of the entity responsible for the subdivision must be given.
 - (5) The name of the registered professional engineer and/or registered public surveyor responsible for the survey and design. If different from the surveyor of the boundary, so indicate.
 - (6) The scale must be drawn numerically and graphically shown on the plat. The minimum scale acceptable for a plat shall be one inch equals 100 feet. Larger scales are permissible provided the scale chosen is divisible by ten and the area within 200 feet of the subdivision is shown on the plat.
 - (7) A north arrow (true or magnetic indicated on the plat) shall be provided on the plat. North shall be oriented to the top of the plat if possible, or at left side.
 - (8) The date on which the plat was drawn shall be indicated on the plat. (Each revision shall bear a new date.)
 - (b) A vicinity map, preferably in the upper right corner of the plat, to show relation of subdivision to well-known streets, political subdivisions and watercourses in all directions to a distance of at least one mile. The suggested scale of the vicinity map is one inch equals 2,000 feet and shall be oriented in the same direction as the detailed subdivision drawing.
 - (c) Boundaries of ownership with bearings and overall dimensions.
 - (1) Area to be subdivided drawn in heavy lines with overall dimensions and bearings.
 - (2) Lines outside of boundaries to be dashed.
 - (3) An accurate location of the subdivision should be provided by reference to a well-established survey or league corner, subdivision corner, or other known point.
 - (d) Contours with intervals of one-half foot, referred to sea level (U.S. Coast and Geodetic Survey Data) as required to show at least two contours within the subdivision in addition to those necessary to clearly show outfall drainage. Identify basis of control and temporary benchmark set within the subdivision.

- (e) The areas outside the plat boundaries shall be identified with the names and recording information of adjacent subdivisions or owners of record of adjoining parcels of land.
- (f) The location, widths and names of all existing and proposed public and private streets or public rights-of-way within or adjacent to the subdivision shall be indicated. All railroad rights-of-way, pipelines, easements and other permanent features such as section lines, boundaries of political subdivisions, on all sides for a distance of not less than 200 feet shall also be indicated.
- (g) Existing sewers, water mains, culverts, pipelines or other underground structures, and other public utilities and buildings within the tract or within 200 feet shall be identified with pipe sizes, grades and locations indicated.
- (h) The location and approximate width or dimension of existing and proposed lakes, watercourses, storm detention areas and drainage easements within the subdivision or within 200 feet thereof shall be indicated.
- (i) All parcels of land intended to be dedicated for public use or reserved for the use of all property owners in the proposed subdivision, together with the conditions or limitations of each reservation, if any, shall be identified. Those reserves not intended for residential shall be labeled as restricted reserves and shall require additional action by the commission prior to development as a residential lot.
- (j) A preliminary drainage plan with calculations shall be provided. Floodplain information shall also be provided with the 100-year floodplain shown on the preliminary plat.
- (k) A preliminary utility plan with calculations shall be provided.
- (l) As applicable, the applicant shall concurrently process the preliminary plat for approval with the Galveston County Consolidated Drainage District and/or Harris County Flood Control District, whichever entity has jurisdiction.

3. Submittal.

- (a) Prints of the plat and plans shall be submitted to the community development department, for the commission by 5:00 p.m., at least eight working days prior to a meeting of the commission, without exception. Refer to the plat submission application for the number of prints required.
- (b) Prints shall be accompanied by the completed form, entitled "Application for Preliminary Approval of Subdivision Plat." (These forms may be obtained from the community development department upon request.)
- (c) The owner shall, along with the preliminary plat, submit a certificate or letter from a title guaranty company or a title attorney indicating a current search and certifying to at least the following concerning the title to the land: A statement of records examined and date of examination; description of the property in question, including a metes and bounds description of the tract; name of the fee owner as of the date of examination, and the date, file number, date of filing, and volume and page of any lienholders; and general description of any easement or fee strips granted along with the file number, date of filing, and volume and page of recording.
- (d) The draft of any protective covenants whereby the subdivider proposes to regulate the use of land in the subdivision shall be submitted, provided, however, that such restrictive covenants, conditions or limitations shall not be less than the minimum requirements of the city under the terms of these regulations.
- (e) Certification stating that all current city, county, school, utility or other governmental entity taxes due and payable have been paid or a tax certificate from the city, county, school, utility or other governmental entity in which the land being platted is located showing no delinquent taxes are due on the property being platted.

- (f) The applicant shall submit proof that the plat was submitted to the drainage district with jurisdiction as required by the drainage district, provided the drainage criteria of both the city and the drainage district are the same. Proof of submittal may be a receipt of payment or a letter on official letterhead.

4. Decision of the commission.

- (a) On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on their next available agenda. Beginning with the date the preliminary plat appears on a posted agenda, the commission shall render a decision thereon within 30 days, providing the item is not withdrawn prior to commission review and action. Such decision may consist of approval, disapproval, or conditional approval. Conditional approval may be granted only in those instances where the conditions to be satisfied are within the authority of the commission.
 - (b) If a preliminary plat does not meet the description of a replat per subsection f of this section, but it amends a previously recorded subdivision map or survey for which there is no formal recorded plat approved by law, a written notice of the meeting shall be mailed to each owner of real property, as indicated by the most recent tax roll, situated within the original subdivision map or survey and located within 200 feet of the exterior boundary of the subject property, at least ten days prior to the meeting.
5. Preliminary approval will expire six months after the approval by the commission of the preliminary plat or of final sections of a preliminary plat, except that if the subdivider shall apply in writing prior to the end of such six-month period, stating reasons therefor, an extension may be granted by the commission, upon a showing of good cause, for a single extension of six months.
6. The subdivider may, at his discretion, after approval or conditional approval of a preliminary plat, file a final plat or plats covering a portion of the preliminary plat. The remainder of the preliminary plat shall be deemed as approved or conditionally approved as in subsections c.4 and 5 of this section, provided, however, that such approval or conditional approval of the remainder of the preliminary plat be limited to a two-year period after approval of the pertinent final plat or plats by the commission. Prior to the end of such two-year period, the subdivider may apply, in writing, for a one-year extension of the preliminary plat stating the reasons for the extension. The commission may, upon a showing of good cause, grant a single extension of up to one year.

c. *Final plat.*

- 1. No final plat shall be considered unless a preliminary plat has been submitted and approved (unless the alternate method of plat submission is used) and a set of final construction plans has been approved by the city engineer for the public infrastructure improvements.
- 2. After the foregoing procedure has been complied with and the preliminary plat approved or conditionally approved by commission, the subdivider shall prepare or cause to be prepared a final plat, or plats, together with other supplementary information as specified herein. The final plat shall conform substantially to the preliminary plat as approved and incorporate all the provisions relating to preliminary plats in subsection b.2 of this section, except subsections b.2(d), (g), (j) and (k). This plat shall also reflect any conditions or requirements for final approval imposed by the commission, together with the following additional requirements:
 - (a) All easements necessary for utility service shall be shown on the final plat and the applicant shall provide certification on the plat that all utility companies have been contacted and the easements shown on the plat constitute all of the easements requested by the utility companies.
 - (b) Show all streets and alleys with street names, width measured at right angles or radially (where curved), complete curve data (radius, PC and PT), length and bearing all tangents between curves.

- (c) The plat must provide a note that all existing pipelines or pipeline easements though the subdivision have been shown or that there are no existing pipeline easements within the limits of the subdivision.
- (d) Accurate dimensions, both linear and angular, of all items on the plat; the boundary survey on the side shall close within one in 10,000. Linear dimensions shall be expressed in feet and decimals of a foot; angular dimensions may be shown by bearings. Curved boundaries shall be fully described and all essential information given; circular curves shall be defined by actual length of radii and by degree of curve. Complete dimensional data shall be given on fractional lots.
- (e) The description and location of all lot and block corners and permanent survey reference monuments shall be shown.
- (f) Designate any sites of schools, churches, parks, sewage disposal plants, water plants, business, industry, or other special land uses. If proposed use is unknown, designate as unrestricted. Tracts for nonresidential use should be numbered as blocks and lots.
- (g) Watercourses and ravines, as determined by actual ground survey, showing high banks and width of existing or proposed easements.
- (h) All dedication statements and certificates must be made a part of the final plat drawing and must include, but not be limited to, the statements, the general form and content of which are provided as examples available in the community development department. These dedication statements and certificates and various notations include the following:
 - (1) Owner's acknowledgement;
 - (2) Execution of owner's acknowledgment;
 - (3) Lienholder's acknowledgment and subordination statement;
 - (4) Notary public acknowledgment for all signatures;
 - (5) Certificate for engineer and surveyor;
 - (6) Certificate for commission;
 - (7) County clerk filing acknowledgment statement;
 - (8) Encumbrances certificate;
 - (9) Vacation of subdivision plat;
 - (10) Certificate of amending plat;
 - (11) City engineer's certificate.
- (i) A certificate by a registered public surveyor, duly authenticated, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the original boundary survey, this fact should be noted in the certificate.
- (j) The final plat, as approved by the commission, to be filed by the city secretary for record with the county clerk, shall not show the construction features such as curblines or utility lines or other structures not involved in the title covenant.
- (k) The plat shall provide a note that the finish floor elevations of all structures shall be located above the base flood elevation (established by FEMA) as prescribed in the flood damage prevention ordinance of the city (chapter 34, article II of the Code of Ordinances).
- (l) The legal entity responsible for the maintenance of any improvements, including, but not limited to, building, recreational area, open space, equipment, pool or private driveway, which are to be owned and shared by the owners of real property in the proposed subdivision, shall be designated by appropriate articles of incorporation, contracts,

restrictions, or other method. The means of securing payment for maintenance and operating expenses and any method of terminating such obligation shall be stated in the creating documents. In the event such entity is responsible for the maintenance of driveways, emergency access easements, recreational areas, or open spaces the following note shall be indicated on the face of the plat:

"The City of Friendswood shall not be responsible for maintenance of driveways, emergency access easements, recreational areas, and open spaces; and the (entity) which shall be responsible for such maintenance of driveways, emergency access easements, recreational areas and open spaces."

- (m) As applicable, the applicant shall concurrently process the final plat for approval with the Galveston County Consolidated Drainage District and/or Harris County Flood Control District, whichever entity has jurisdiction over the area the plat covers.

3. Submittal of final plat.

- (a) Prints of final plat and the two original Mylar's shall be submitted to the commission with written application for approval at least eight working days prior to a meeting of the commission without exception. Refer to the plat submission application for the number of prints required.
- (b) Prior to filing of the final plat, the letter or title certificate required in subsection b.3(c) of this section shall be brought up to current date by a supplementary report from the title guaranty company or title attorney; dated not more than 45 days from the date submitted to the city.
- (c) A copy of the final restrictive covenants to govern the nature of the use of the property shall be submitted to the commission and may be sent to the city attorney for review and approval prior to filing of the final plat. The commission shall, in the public interest, require that said restrictive covenants be filed simultaneously with the plat.
- (d) The applicant shall submit proof that the final plat has been approved by the appropriate drainage district as required, provided the drainage criteria of both the city and the drainage district are the same. Proof of approval shall be a letter of approval from the drainage district.

4. Decision of the commission.

- (a) On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on their next available agenda. Beginning with the meeting date for initial approval of the final plat, the commission shall render a decision thereon within 30 days. Said decision may consist of approval or disapproval.
- (b) If a final plat does not meet the description of a replat per subsection f of this section, but it amends a previously recorded subdivision map or survey for which there is no formal recorded plat approved by law, a written notice of the meeting shall be mailed to each owner of real property, as indicated by the most recent tax roll, situated within the original subdivision map or survey and located within 200 feet of the exterior boundary of the subject property, at least ten days prior to the meeting.

5. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.

- d. *Plat recordation.* The final plat shall be drawn on three mil camera positive matte finish (both sides) film in permanent black ink and shall be no larger than 24 inches by 36 inches. Two film copies of the plat with original signatures are to be filed by the city secretary in the office of the county clerk as a

permanent record. The final plat must be approved by the commission prior to being filed by the city secretary.

e. *Short form final plat.*

1. An abbreviated procedure for plat submission may be used if the proposed subdivision satisfies the following requirements:
 - (a) The proposed subdivision is for development containing four lots or less.
 - (b) All lots in the proposed subdivision front on a previously dedicated or private accessway of adequate width and are so situated that no additional accessway, alley, easement or public property is required to meet the regulations of this appendix or any other ordinance of this city.
 - (c) All utilities and drainage facilities, as required by this appendix or any other ordinance of this city, are in place to serve each lot in the proposed subdivision and require no extensions.
 - (d) The proposed plat does not vacate, create or extend a public right-of-way or easement.
 - (e) The proposed plat does not require any variance or modification to the subdivision ordinance.
2. If a proposed subdivision satisfies the requirements of subsection e.1 of this section, the subdivider may seek final plat approval without necessity of submitting a preliminary plat. Such plat shall meet all the requirements in subsection c(2) of this section for final plats.
3. Decision of the commission.
 - (a) On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on their next available agenda. Beginning with the meeting date for initial approval of the final plat, the commission shall render a decision thereon within 30 days. Said decision may consist of approval or disapproval.
 - (b) If a short form final plat does not meet the description of a replat per subsection f of this section, but it amends a previously recorded subdivision map or survey for which there is no formal recorded plat approved by law, a written notice of the meeting shall be mailed to each owner of real property, as indicated by the most recent tax roll, situated within the original subdivision map or survey and located 200 feet of the exterior boundary of the subject property, at least ten days prior to the meeting.
4. Final approval will expire one year after planning commission action granting approval of such plat unless the plat has been filed of record with the county clerk as described in the plat recordation section, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended for another year but not beyond that period.

f. *Replat.*

1. A replat is a redesign of all or a part of a recorded plat or subdivision of land which substantially changes the elements of the plat. The same procedures shall be followed as for preliminary, final or short form final plat. The replat must be in accordance with the requirements of the current Texas Local Government Code. A public hearing shall be required on all residential replats when the previous plat is not vacated and is not in compliance with subsection f.2 of this section.
2. A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:
 - (a) Is signed and acknowledge by all the owners of the property being replatted;

- (b) Is approved, after a public hearing on the matter at which interested parties and citizens have an opportunity to be heard, by the commission;
 - (c) Does not attempt to amend or remove any covenants or restrictions;
 - (d) Identifies the lots or portions of the plat being replatted and provides a reason for the replat; and
 - (e) In addition, a replat without vacation of the preceding plat must also conform to the requirements of this subsection, if any, of the area being replatted was limited to residential use for two units or less. These additional requirements are:
 - (1) Notice of the hearing required in accordance with the Texas Local Government Code shall be given before the 15th day before the date of the hearing. Notification shall be by publication in the official newspaper and by written notice sent to property owners within 200 feet of the property which is being replatted.
 - (2) If the proposed replat is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of all the members of the commission. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 from that area, but within the original subdivision, must be filed with the city prior to the close of the public hearing. In computing the percentage of land area under this subsection, the area of the streets and alleys shall be included.
 - (3) Compliance with subsection f.2(e)(2) of this section is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single residential use by notation on the last legally recorded plat.
 - 3. The final replat shall meet all the requirements in subsection c.2 of this section for final plats.
 - 4. Decision of the commission. On receipt by staff of an application containing all of the information described above, staff shall schedule the application for action by the commission on its next available agenda following the public hearing. Beginning with the meeting date for initial approval of the final replat, the commission shall render a decision thereon within 30 days. Said decision may consist of approval or disapproval.
 - 5. Final approval will expire one year after planning commission action granting approval of such replat unless the replat has been filed of record with the county clerk as described in the plat recordation section, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended for another year but not beyond that period.
- g. *Amending plat.*
- 1. The city manager or the city manager's designee shall have the authority to approve amending plats, without further action of the planning and zoning commission, as permitted by V.T.C.A., Local Government Code ch. 212. The city manager or designee shall not have authority to disapprove any such amending plat and shall be required to refer any plat that the city manager or designee refuses to approve to the planning and zoning commission. Nothing herein shall preclude the city manager or designee from electing to present the plat to the planning and zoning commission for approval.
 - 2. An amending plat shall contain all of the informational requirements set forth for a final plat.
 - 3. The city manager or designee may approve an amending plat that may be recorded and is controlling over the preceding or final plat with a vacation of that plat, if the amending plat is signed by the applicants only and the sole purpose of the amending plat shall be to:
 - (a) Correct an error in a course or distance shown on the preceding plat;
 - (b) Add a course or distance that was omitted on the preceding plat;

- (c) Correct an error in a real property description shown on the preceding plat;
 - (d) Indicate monuments set after the death, disability, or retirement from practice of the surveyor responsible for setting monuments;
 - (e) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
 - (f) Correct any other type of scrivener or clerical error or omission previously approved by the city manager, designee or commission. Such errors may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent recorded plats;
 - (g) Correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for amending the plat, neither lot is abolished, the amendment does not attempt to remove recorded covenants or restrictions, the amendment does not have a material adverse effect on the property rights of the owners in the plat, and no more than ten lots are affected per plat;
 - (h) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
 - (i) Relocate one or more lot lines between one or more adjacent lots if:
 - (1) The owners of all those lots join in the application for amending the plat;
 - (2) The amendment does not attempt to remove recorded covenants or restrictions;
 - (3) The amendment does not increase the number of lots; or
 - (j) The combination of two lots for the creation of a more developable site when:
 - (1) No change in the platted land use category is anticipated.
 - (2) No increase in the density or intensity of use is anticipated as determined by estimated traffic congestion or utility demands.
 - (3) Off-site stormwater runoff is neither increased nor concentrated.
 - (4) Adequate public access and thoroughfare rights-of-way exist.
 - (5) Notice, a public hearing, and the approval of other lot owners are not required as a condition of approval and issuance of an amending plat.
 - (6) When an amending plat is prepared, the surveyor signing and sealing the plat shall provide a statement in the title block denoting the change, in addition to any other corrections which have been made.
- h. *Vacating of plat.* The procedure for vacating a plat shall conform with the current Texas Local Government Code and meet the same requirements as a final plat. The procedure shall consist of:
- 1. The owners of the tract covered by a plat may vacate the plat any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved by the commission and recorded as described in the plat recordation section of this appendix.
 - 2. If lots in the plat have been sold, the plat, or any part of the plat may be vacated on the application of all the owners of the lots in the plat with approval by the commission.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2000-36, § 1, 9-25-2000; Ord. No. 2004-04, §§ 1, 2, 2-16-2004; Ord. No. 2010-04, § 2, 2-22-2010; Ord. No. 2010-38, §§ 1—3, 1-10-2011)

Section III. - General requirements and design criteria.

- a. *General.* The subdivision shall conform to the comprehensive plan of the city, as well as all duly adopted design criteria of the city, which shall be kept on file with the city engineer and be available to the public. The city engineer shall maintain the design criteria and propose such changes to them from time to time so that they are equivalent or more stringent than those in the area, provided, however, city council may, through the following ordinances, approve standards different from those contained in this appendix or the design criteria manual. Where different standards are approved, whether those standards are more stringent or less stringent, they shall control.
 - (1) An ordinance reclassifying land to a planned unit development district (PUD); or
 - (2) An ordinance approving a specific use permit for a PUD district.
- b. *Public and private local streets.*
 - (1) The street pattern of a neighborhood must comply with the design criteria, all requirements of this section and shall:
 - (a) Provide for adequate vehicular access to all properties within a subdivision's plat boundaries. All lots, tracts and reserves shall have frontage on an approved public right-of-way or access easement.
 - (b) Provide adequate street connections to adjacent properties to ensure adequate traffic circulation within the general area.
 - (c) Provide a local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by fire, police and other emergency services.
 - (d) Provide a sufficient number of continuous streets and major thoroughfares, particularly in those area designated for the development of multifamily residential, commercial and industrial land uses, to accommodate the increased traffic demands generated by these land uses.
 - (e) When necessary to continue the neighborhood pattern for adjacent developments, existing streets in the adjoining areas shall be continued and shall be at least as wide as such existing streets in alignment therewith, but in no case narrower than required by current regulation. Centerline offset shall be a minimum of 125 feet. Greater centerline offsets may be required by the commission when necessary for traffic safety.
 - (f) When adjoining areas are not subdivided, the commission may require the arrangement of streets in the subdivision to make provisions for the proper projection of streets into such unsubdivided areas.
 - (g) Street intersections shall be as nearly at right angles as practical giving due regard to terrain, topography, sight distances and safety.
 - (h) Private streets, where allowed, shall meet all the requirements set forth for public streets, including, but not limited to, construction standards, width, curves, sight distance visibility and function, and all other design criteria and specifications, and shall be privately maintained to those standards.
 - (i) Collector streets generally.
 - (1) There shall be a minimum of one point of access from a collector street into a subdivision or subdivision phase, up to a maximum of 75 platted lots. There shall be a minimum of two points of access into a subdivision or subdivision phase from a collector street for subdivisions in excess of 75 platted lots. In the case of phased construction, each phase should meet this requirement, but in no case shall there be less than one access to a collector street per 75 platted lots.

- (2) A collector street may be a new or existing street built to current collector street standards for right-of-way width and pavement width, or an existing street built to past standards but which by definition currently functions as a collector street.
- (3) No subdivision can connect to a collector street through another subdivision unless each is part of a planned, phased subdivision development. In such cases, the commission may require such through streets to have additional right-of-way width and paving width, in keeping with subsection b(1)(e) of this section, to promote better traffic flow.
- (4) All lots in a subdivision must be within 750 feet of an intersection on a street within the subdivision that leads to a collector street, but the commission may approve a greater distance in keeping with the considerations for increased cul-de-sac lengths and block lengths.
- (5) The commission may permit an isolated, stand-alone subdivision to connect to a collector street by way of a new street not built to collector standards if such street is within the plat boundaries of the subdivision.
- (6) Due to existing conditions on the land being platted, such as the existence of pipelines, bodies of water, 100-year floodplain, etc., the commission may require additional points of access from a collector street to protect health, safety and welfare.

c. *Major thoroughfares and collector streets.*

1. *General.* Street classification, location and alignment shall be in accordance with the thoroughfare plan and finally determined by the commission.
2. *Right-of-way width and transitions.* The width of the right-of-way to be dedicated for any designated or proposed thoroughfare or collector street shall be in conformance with the thoroughfare plan. In those instances where the proposed subdivision is located contiguous to an existing thoroughfare or collector street having a right-of-way less than that required by the thoroughfare plan, sufficient additional right-of-way must be dedicated to bring the right-of-way width in conformance with the plan. The minimum right-of-way width required for the development of a designated or proposed thoroughfare or collector street must be of sufficient width to accommodate the approved roadway pavement and attendant drainage and utility facilities.
3. *Curves and intersections.* Curves proposed for the right-of-way of designated thoroughfares and collector streets shall be in conformance with the current design criteria. Reverse curves must be separated by a tangent distance of not less than 100 feet. Intersections with public and/or private streets shall be at right angles but may vary upon approval of the commission after due regard for terrain, topography, sight distances and safety. Where acute angles are approved, a radius of at least 25 feet in the right-of-way line in the acute corner must be provided.

d. *Buffering major thoroughfares.*

1. Where a subdivision abuts or contains an existing or proposed arterial street, the commission may require marginal access streets, reverse frontage with screen planting contained in non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. If landscaping or berming is used as a buffer between the major thoroughfare and residential property uses, the subdivider shall provide a ten-foot landscape easement along the major thoroughfare according to the major thoroughfare plan and shall construct sidewalks thereon in accordance with the city design criteria manual and standard construction details.
2. Reserve strips controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the commission.
3. Street right-of-way widths shall be as shown in the general plan for the city, and where not shown therein shall be not less than as follows:

Street type	Minimum right-of-way width
Major thoroughfare	120 feet
Collector	80 feet
Minor (private and public)	60 feet
Commercial streets	80 feet
Boulevards	80 feet

- e. *Partial or half streets.* Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with other requirements of these regulations, and where the commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided, the other remaining half of the street shall be platted within such subdivision, in accordance with section II. Appropriate notations and one-foot reserve must be placed upon the plat restricting access from any partial or half streets so dedicated to adjacent acreage tracts until the adjacent property is subdivided in a recorded plat and the additional right-of-way is acquired providing the full right-of-way as specified in this appendix.
- f. *One-foot reserves.* In those instances where any public street is established in a plat submitted to the commission and where such street forms a stub street into adjacent acreage or where such street lies along the parallel with the plat boundary and adjacent to acreage, a one-foot wide reserve must be established within the street right-of-way to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage, to prevent access to this public street from the adjacent unsubdivided acreage unless and until the commission has had an opportunity to review the development proposals for such adjacent acreage, and a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation which must be placed upon the face of any plat where a one-foot reserve is to be established:
- "One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors."
- g. *Culs-de-sac.*
1. *Length.* The length of culs-de-sac shall not be longer than 750 feet. In cases where proposed subdivisions are surrounded by existing development which precludes compliance with block length standards, the commission may approve the creation of cul-de-sac streets which exceed 750 feet in length if the turnaround complies with the current design criteria and the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on cul-de-sac streets of 750 feet or less. In considering any such application, the commission shall consider measures which would ensure:
 - (a) Adequate water pressure for potable water needs and firefighting capabilities;

- (b) The ability of the city to timely provide emergency services; and
- (c) That traffic hazards and traffic congestion is not created due to density or number of lots. In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended dead-end cul-de-sac street shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.

2. *Cul-de-sac right-of-way radius.* The proposed cul-de-sac right-of-way and pavement radii shall comply with the requirements of the current design criteria.

3. *Temporary turnarounds.* Temporary turnarounds are to be used where curb and gutter is not installed at the end of the street more than 400 feet long that will be extended in the future and noted thus:

"Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

h. *Blocks.*

1. The lengths, widths and shape of blocks shall be determined with due regard to:

- (a) Provision of adequate building sites suitable to the special needs of the type of use contemplated.
- (b) Requirements as to lot sizes and dimensions.
- (c) Need for convenient access, circulation, control and safety of street traffic.
- (d) Limitations and opportunities of topography.

2. Block lengths (measured along the block-face from intersection to intersection between the nearest two streets, or from center of the cul-de-sac radius to the nearest street intersection).

- (a) Minimum block length shall be not less than 300 feet, except for culs-de-sac which shall have no minimum length.
- (b) Maximum block length for residential: 1,200 feet (see subsection g of this section for culs-de-sac).
- (c) Maximum block length along a major thoroughfare: 1,600 feet, except under special conditions and upon approval of the commission.

3. The commission may approve the creation of blocks which exceed the maximum length if the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on blocks that do not exceed the maximum length. In considering any such application, the commission shall consider measures which would ensure:

- (a) Adequate water pressure for potable water needs and firefighting capabilities;
- (b) The ability of the city to timely provide emergency services;
- (c) That a traffic hazard and/or traffic congestion is not created due to density or number of lots; and
- (d) Alignment of any street with a block length greater than 1,200 feet does not promote excess speed on the street.

In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended block length shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.

4. The proposed street right-of-way and pavement width shall comply with the requirements of the current design criteria.
5. Temporary turnarounds are to be used where curb and gutter is not installed at the end of a street more than 400 feet long that will be extended in the future, and should be noted thus:
"Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

i. *Lots.*

1. The lot size, width, depth, shape and orientation, and the minimum building setback lines, shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
2. Lot dimensions shall conform to the latest zoning ordinance.
3. Corner lots for residential use shall have extra width to permit required building setback from an orientation to both streets.
4. The subdividing of the land shall be such as to provide, by means of a public or private street, each lot with satisfactory access, provided, however, such private streets shall comply with, and are privately maintained to, the requirements for public streets.
5. Double-frontage and reverse-frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages to topography and orientation. A planting screen easement of at least ten feet, and across which there shall be no right of access, shall be provided along the line of the lots abutting such traffic artery or other disadvantageous use.
6. Side lot lines shall be substantially at right angles or radial to street lines.

j. *Building setback lines.* Building setback lines shall conform to the latest zoning ordinance.

k. *Public use and service areas.*

1. *Easements for utilities.* Except where alleys are permitted for the purpose, the city shall require easements of at least ten feet for poles, wires, conduits, storm sewers, gas, water, and wastewater or other utility lines, along all rear lot lines, along side lot lines if necessary, or in the same or greater widths may be required along the lines of or across lots, where necessary for the extension of existing or planned utilities. All water and wastewater lines shall be located in the street rights-of-way unless agreed to and/or specified by the city.
2. *Drainage easements.* Where a subdivision is traversed by a watercourse, drainageway, bayou, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourses, and such further width or construction, or both, as will be adequate for the purpose. Parallels streets or parkways may be required in connection therewith. Location and width of drainage easements shall be determined by the commission and shall be in conformity with the city's master drainage plan.
3. *Sidewalks.* Sidewalks are required along all streets.
 - (a) Exception: Sidewalks shall not be required in single-family residential (SFR) and single-family residential estate (SFR-E) districts where open ditch streets are approved.
 - (b) Sidewalks may not be required when, in the judgment of the planning and zoning commission, the safety of the pedestrians does not require such sidewalks.
 - (c) If a plat is required, the developer, prior to the city's final acceptance of the infrastructure, must install sidewalks along reserves and rights-of-way prior to the city's final acceptance of the infrastructure.
 - (d) If no platting or infrastructure construction is required, sidewalks must be installed prior to issuance of the final certificate of occupancy of the structure.

- (e) If sidewalks are required by the city design criteria manual, subdivision ordinance, or zoning ordinance, and the installation at the required time is not feasible, the city may require, or the property owner may petition the planning and zoning commission to allow, the property owner to satisfy the sidewalk requirement by payment of a fee to the city's sidewalk installation fund in lieu of installing the approved sidewalk per section V.i.3.
 - (f) When sidewalks are required, they shall be built in accordance with the city design criteria manual and standard construction details.
4. *Platting of public streets or easements across private easement fee strips.*
- (a) A copy of the instrument establishing any private easement shall be submitted with the preliminary plat.
 - (b) Easement boundaries must be tied by dimensions to all adjacent lot and tract corners. Where the private easement has no defined location or width, an effort shall be made to reach agreement on a defined easement.
 - (1) No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution system pipelines as defined in chapter 26 of this Code.
 - (2) No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
 - (c) Prior to approval of the final construction plans by the city engineer, the subdivider of any subdivision plat wherein public streets or easements are shown crossing private easements or fee strips shall, by letter to the city, assume responsibility for seeing that any adjustments and protection of existing pipelines, electrical transmission lines, or other facilities shall be planned and provided for to the satisfaction of the holder of the private easements or fee strips and the city prior to the filing of the plat for record.
 - (d) Prior to filing the final plat for record, the following requirements shall be met:
 - 1. The developer or dedicator of any plat shall obtain from the holder of any private easement or fee strip within the plat, crossed by proposed streets or other public easements, an instrument granting to the public the use of said public streets or easements over and across said private easements or fee strips for construction, operation and maintenance of those public facilities indicated. This instrument shall be delivered with the plat.
 - 2. The developer shall furnish the commission with a letter from the holder of the private easements or fee strips in question, stating that arrangements for any required adjustments on pipelines, electric transmission lines or other similar facilities have been made to the satisfaction of the holder of the easement.
 - 3. Community assets. When considering the placement of streets and utilities within proposed subdivisions, the developer shall preserve all natural features such as large trees, watercourses, historical spots, and similar community assets which will add attractiveness and value to the property unless such preservation results in an economic penalty of such magnitude that development of the land is infeasible.
 - (e) Compliance with density requirements for type of development. No plat shall be approved for the subdivision of land unless such plat reflects and satisfies the minimum open space (density) requirements for the particular type of development proposed (i.e., single-family, commercial, industrial), as provided in the zoning regulations of the city.
 - (f) Street lighting, signage and signalization.
 - 1. Street lighting shall be provided in accordance with the city streetlight policy. A proposed street lighting plan shall be indicated on a copy of the final plat of the

subdivision which has been approved by the commission. The proposed street lighting plan shall be submitted together with the construction plans for public improvements required in by section IV of this appendix.

2. The developer shall be required to provide and install all traffic signage and signalization determined by the city to be necessary because of the construction of the proposed subdivision. All signs and signals shall be provided in accordance with the state manual of uniform traffic control devices and shall be erected prior to acceptance of the streets by the city.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2000-36, § 2, 9-25-2000; Ord. No. 2000-42, § 2, 11-20-2000; Ord. No. 2007-05, § 1(B), (C), 4-16-2007; Ord. No. 2008-05, § 1, 2-18-2008; Ord. No. 2008-13, § 2, 6-2-2008; Ord. No. 2008-19, § 2, 7-7-2008; Ord. No. 2008-09, §§ 2, 3, 7-21-2008; Ord. No. 2010-04, § 3, 2-22-2010; Ord. No. 2011-29, § 2, 10-3-2011)

Section IV. - Parkland dedication.

a. *Purpose.*

1. This section provides recreational areas in the form of city parks as a function of subdivision development in the city. This section is enacted in accordance with the home rule powers of the city under the state Constitution, and the statutes of the state, including, but not by way of limitation, V.T.C.A., Local Government Code ch. 212.
2. Park areas shall be recommended by Keep Friendswood Beautiful and shall be shown on an official parks and recreation map for the city, which shall be adopted and may be modified from time to time by the city council. Proposed city parks and recreational areas will be established by review with the developer and city staff at the earliest possible stage of development planning, and a proposed subdivision or development shall be reviewed in its entirety and not by sections or phases.
3. The primary cost of city parks should be borne ultimately by residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. New residents will increase the demands for parks proportionally, and new growth should bear their share of the costs of those facilities. Therefore, the following requirements are adopted to effect the purposes herein stated.

b. *General requirements.* Residentially zoned land, to be used for single-family, townhomes, garden homes, mobile homes, and/or multifamily residential purposes.

1. Whenever a final plat is filed of record with the county clerk for development of a residential area in accordance with the platting and zoning regulations of the city, such plat shall contain a clear fee simple dedication to the city of an area of land for park purposes, which area shall be equal to one acre for each 133 proposed dwellings, based on the proposed subdivision or development in its entirety and not by sections or phases. Any proposed plat submitted to the city for approval shall show the parkland proposed to be dedicated under this subsection. The dedication required by this section may be met by a payment of money in lieu of land when permitted or required by the other provisions of this subsection. The dedication required by this section should be in accordance with goals outlined within the city parks and open space master plan, or be located at the site for an identified existing park.
2. The city council declares that development of an area smaller than five acres for the purpose of a city park is impractical. Therefore, if fewer than 655 dwellings are proposed by a plat filed for approval, the developer shall be required to pay the applicable cash in lieu of land amounts provided by subsection d of this section, rather than to dedicate any land area. In most instances, no plat showing a dedication to the city of less than five acres shall be approved; provided, however, that the city may accept smaller parcels where such proposed dedication is

in the best interests of the city, such as when a smaller parcel is adjacent to an existing park or future park site.

3. Developers should evaluate their proposed development and proposed dedication with city staff to ensure that as soon in the development process as possible the land dedicated is usable for city parks purposes.
4. A dedication required by this section shall be made in accordance with subsection d.1 of this section. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, an additional dedication shall be required, and shall be made by payment of the cash in lieu of land amount provided by subsection d of this section.

c. *Timing of dedication or payment of fees in lieu of land.*

1. Parkland shall be dedicated to the city at the time of filing of the final plat of the first phase and section, if a phased development. The dedication shall be made contemporaneously by separate instrument and must be accepted by the city council prior to the filing of the final plat. Lack of acceptance of such dedication shall preclude the filing of the final plat and shall not relieve the subdivider of complying with the requirements of this section. Where a dedication of parkland for the entirety of a phased development is proposed, the parkland shall be shown on the plat, if included within the first phase, and dedicated by separate instrument, or dedicated by separate instrument if located outside of the first phase of development, at the time of filing the final plat for the first section of such phased development.
2. Payment of fees in lieu of land shall be done at the time of filing of the final plat. Where payment of fees in lieu of land for parks for the entirety of a phased development is planned, such payment may be made in full for all phases of the proposed development at the time of filing of the plat for the first phase, or payment of fees in lieu of land for each section of a phased development may be made at the time of filing of the final plat for each phase or section, at the discretion of the developer.

d. *Fees in lieu of land.*

1. Any landowner responsible for dedication under this section shall review their proposed development with city staff, including Keep Friendswood Beautiful on recommendation of staff, prior to or simultaneously with making any formal application to the city, for the purpose of evaluating compliance with this section. If no agreement is reached between the developer and city staff, then within 14 days from receipt of a written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer, that recommendation shall be final, subject to the acceptance of such dedication by city council as described in this subsection d. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at its next meeting, and shall make the final decision. This decision is final unless there is a substantial change in conditions. Generally, the landowner will have the option to dedicate land or pay fees in lieu thereof. However, the city expressly reserves the right to require dedication of land rather than accept fees in instances including, but not limited to, the proposed development is adjacent to an existing city park or in areas in which additional parkland is desired.
2. As provided above, any landowner responsible for dedication under this section shall, when permitted, meet the requirements of subsection c of this subsection or this subsection d in whole or in part by a cash payment in lieu of land, in the amount set forth in this section IV. Such payment in lieu of land shall be made at or prior to the time of final plat approval for city parks as described in subsection c.1 of this section.
3. A per-dwelling unit fee shall be set by resolution and printed in from time to time by the city council, incorporated in the fee schedule, Appendix D to this Code, in amounts sufficient to acquire land and provide for adjacent streets and utilities for a park.

e. *Parkland dedication fund.*

1. There is hereby established a special fund for the deposit of all sums paid in lieu of land dedication under this section or any preceding ordinance, which fund shall be known as the "parkland dedication fund." Funds shall only be released from the parkland dedication fund upon city council approval of a plan to utilize the funds to build or enhance an existing park or purchase land for a future park.
2. The city shall account for all sums paid in lieu of land dedication under this section with reference to the individual plats involved. Any funds paid for such purpose must be expended by the city within ten years after the filing of the final plat, or the filing of the final plat of each phase or section of the contributing subdivision, if a phased development. If not so expended, the owners of the property beginning on the first day after the expiration of such ten-year period shall be entitled to a pro rata refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one year of entitlement. Such request must be made in writing to the city manager or his/her designee or such right shall be barred.
3. Where funds or a dedication for a phased development have been paid or made for the entire development at one time, and the original developer does not complete all phases of the entire development, credit for such prior dedication or payment shall be applied to subsequent plats for the same land on a pro rata basis. Increased density will require the dedication of additional parkland or payment of additional fees.

f. *Additional requirements.*

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The following characteristics of a proposed area are preferred wherever possible:
 - (a) The city reserves the right to decline any dedication of proposed parkland if it is determined to be in the best interests of the city.
 - (b) Park sites should preferably be located so that users are not required to cross arterial roadways to access them.
 - (c) Sites should be located adjacent to schools, where possible, in order to encourage both shared facilities and the potential co-development of new sites.
 - (d) Sites should be located adjacent to a greenbelt system, where possible, so that connections to a trail network may be easily achieved.
 - (e) Sites should not have unusual topography which would render the land unusable for organized recreational activities where these activities are necessary to the type of park.
 - (f) Sites should have and retain existing trees or other scenic elements.
 - (g) Land subject to an easement or a right-of-way shall comprise no more than 25 percent of the total land dedicated under the provisions of this section. In addition, any land that is subject to an easement or a right-of-way and which is dedicated under this section must be contiguous with the other area dedicated to the city and must conform to all other requirements of this section.
 - (h) All offers of dedication must be accompanied by a phase one environmental study verifying the absence of conditions which would inhibit or prohibit its future use and development as park facilities.
2. Parks should be easy to access and be open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines should be used in designing parks and adjacent development:
 - (a) Where physically feasible, parks should be bounded by streets, or by other public uses (e.g., school, library, recreation center).

- (b) A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions. Street or pedestrian connections to existing and future adjoining subdivisions may be required to provide reasonable access to parks.
 - (c) Where a nonresidential use directly abuts a park, the city may require the developer to construct, at his expense, screening of a minimum height of eight feet. The screened area must be landscaped on the park side. Access points from the nonresidential use to the park may be permitted.
 - (d) Alleys may abut a park, where otherwise allowed by ordinance, but they should not be designed to encourage motorized traffic to the park.
 - (e) Streets abutting a park shall be built in accordance with the thoroughfare plan and the standards of this section, provided, however, the city may require any residential street built adjacent to a park to be constructed to collector width to ensure access and prevent traffic congestion, subject to a proportionality review of the impacts generated by the subdivision, provided, further, that the city may enter into a development agreement with the subdivider to share the costs of street construction for abutting streets.
 - (f) Wildlife, existing trees and shrubs on the site shall be preserved to the greatest extent practicable.
 - (g) A park shall not have impervious cover exceeding 20 percent of the open space area.
3. When parkland is acquired, the city shall reserve sufficient land to provide a minimum of 50 percent of the total street width where a street is required to abut a park.
 4. In all cases, the city shall review and may require modification of the proposed street alignment fronting on city parks and recreation areas. Developers should also provide, where possible, street or pedestrian access to all creeks or drainageways which are maintained by a homeowner association or dedicated as a drainage and floodway easement to the city or the applicable drainage district.
 5. Drainage areas may be accepted as part of a park if the drainage facilities are constructed in accordance with city engineering standards, and if no significant area of the park is cut off from access by such drainage facilities. Where the city has designated a floodplain as part of the city park system, the park design shall provide public access for all areas of the park.
 6. Any parkland proposal considered by the commission under this section shall have been reviewed by the director of community services and his recommendation given to the commission. The commission may make a decision contrary to such recommendation by a simple majority vote.
- g. *Partial credit for land, private parkland, private recreation facilities, or open space.* Keep Friendswood Beautiful, upon an affirmative recommendation of the director of community services, may reduce the amount of parkland to be deeded to the city or reduce the fees in lieu of parkland to be paid to the city as provided below.
1. A reduction from the initial parkland dedication requirement may be made where parkland within the same park area as the subdivision which generates the required conveyance is dedicated for a private park. For purposes of this subsection, the private parkland dedication shall meet the following minimum requirements:
 - (a) The park area shall be leveled and seeded by the subdivider to produce green space. The city will determine if the parkland can be left in its natural state;
 - (b) The park area shall be located within the subdivision generating the parkland requirements; and
 - (c) Restrictive covenants shall be filed of record in the appropriate county providing for the creation and operation of a homeowner association to maintain and improve such private park area, or, in the case of such private park area within a multifamily development, such

as an apartment complex, provide for maintenance and improvement by the owners of the multifamily development.

2. A reduction from the initial parkland dedication requirement may be made for recreational improvements made to private parkland within the same park area as the subdivision which generates the required conveyance. Such recreational improvements to parkland may include, but are not limited to, the following: children's play apparatus, landscaped areas, picnic areas, game court areas, playfields, swimming pools, and recreation center buildings and facilities. All improvements shall meet the same applicable regulations or codes as for like improvements on public property.
 3. A reduction from the initial parkland dedication requirement may be made for common open space, whether public or private, within the subdivision which generates the required conveyance. Such open space may be in the form of greenbelts along creek beds, or around the perimeter of the subdivision, and may include improvements such as hike and bike trails. In no case shall credit be given under this subsection for landscaped or seeded medians. A further reduction may be given where the common open space is linked with undeveloped or developed parkland or other recreational facilities.
 4. In order to receive the credits under subsection g.1, 2, or 3 of this section, the subdivider shall provide documentation to the director of community services at the time of final plat filing sufficient to establish the validity of the estimated costs that will be used to determine the reduction under this subsection. In the event that the developer proposes to construct the improvements at a later date, as in a phased development, the city may require that the developer obtain a surety bond, performance bond, or other form of guarantee that the recreational amenities will be installed within four years from the date of filing of the final plat of the first phase of the phased development. The director of community services shall evaluate the documentation submitted and shall approve the value prior to any reduction being given under this subsection. Credits are cumulative, but in no case shall credits given under this subsection exceed 100 percent of the total dedication of land or fees required for city parks under this appendix. In cases where the estimated costs of the improvements are disputed, the value shall be as finally determined by the director of the community services. If no agreement is reached between the developer and city staff, then within 14 days from receipt of written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer that recommendation shall be final. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at their next meeting, and shall make the final decision. This decision is final unless there is a substantial change in conditions.
 5. A credit may be given of up to 50 percent of the total dedication of land or fees required under this appendix where the developer makes improvements to public parks, as described under subsection g.2 of this section.
 6. Credit for city parks may be based on previously installed amenities within a phased development, where amenities and recreational improvement have been constructed in earlier phases, where no parkland dedication was required, subsequent phases for which park dedication is required, may count those previously installed amenities. Under no circumstances will double credit be given for a previously installed amenity.
- h. *Minimum park improvement standards.* Prior to acceptance by the city and prior to the filing of the final subdivision plat, any parkland dedicated to the city, or developed as a private park for credit against parkland dedication under this section, shall meet the following minimum standards:
1. The public park area shall be leveled and seeded (as deemed necessary by the city) by the subdivider to produce green space prior to the completion of the first phase of the development of the subdivision, if the development is being executed in phases. Existing trees and shrubs on the site shall be preserved to the greatest extent practicable. The subdivider will be responsible for the maintenance of the public park area for a minimum of one year after the completion of the subdivision (or the completion of the final phase or section of the subdivision), at which time

the city will assume maintenance responsibilities in the park. The subdivider is also responsible for notifying each homeowner in the subdivision of the existence of any private park area and its conditions of ownership.

2. Any improvements provided by the developer to parkland shall comply with applicable regulations and codes set forth for such improvements.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2012-24, § 1(exh. A), 11-5-2012; Ord. No. 2015-29, §1 (exh. A), 12-7-2015; Ord. No. 2019-07, § 2, 3-4-2019)

Section V. - Required improvements.

- a. When a preliminary plat of a subdivision has been approved, the developer shall submit to the city engineer, plans and specifications for all improvements pertinent to said subdivision. The city engineer shall, within 30 days of receipt of said plans and specifications, approve same if they conform to the requirements of these regulations and the current design criteria, or disapprove same giving its reasons therefor in writing to the subdivider. Thereafter, when the subdivider has met the objections, if any, the city engineer shall approve the plans and specifications and forthwith deliver same to the subdivider, his agent or his engineer.
- b. Before beginning any construction of the improvements required by this appendix, three complete sets of plans, specifications and contracts, including performance, payment and maintenance bonds covering said construction, shall be filed with the city. These shall show such features as required by the current design criteria.
- c. All public infrastructure improvements within all of the area of any subdivision or portion thereof given final approval by the commission shall be inspected and accepted by the city before the plat is filed of record.
- d. All improvements shall be designed and constructed in conformity with the provisions of these regulations and the current design criteria of the city. No construction shall be commenced until these regulations are complied with. It shall be the duty of the subdivider or his engineer to see that this provision is complied with in its entirety.
- e. The subdivider, owner, and the design engineer responsible for the design improvements shall have the obligation upon acceptance of the preliminary plat by the city to grant the city engineer or his authorized representative the right of ingress and egress for the purpose of inspection of the facilities under construction. If at any time during the construction of the proposed improvements the city engineer or his authorized representative finds the improvements not to be in conformance with the plans and specifications of the proposed improvements and the city subdivision ordinance or current design criteria, the city engineer or his representative will hereby be given the authority to cause the subdivider, owner, and the design engineer for the improvements to cease all operations within the property boundaries of the approved plat until all deficiencies are corrected to conform to the city subdivision ordinance and current design criteria.
- f. Upon approval of the construction drawings by the city engineer, these drawings and specifications shall become the minimum standards required for final acceptance of the subdivision, provided, however, that in the case of conflict where the design criteria impose greater requirements, the design criteria will govern in this deficient specification; all other specifications being the same as had previously been approved by the city engineer.
- g. The subdivider, owner or his engineer must furnish one certified complete set of as-built drawings on the street, drainage and utilities in the subdivision before final acceptance. The owner and the contractor must furnish to the city secretary, upon final acceptance of the subdivision by the city, a maintenance bond for the duration of one year from the date of final acceptance of the subdivision. The bond shall be for 100 percent of the present worth of the installed utilities.
- h. Adoption of minimum standards. The city design criteria manual shall provide the city's technical details for infrastructure improvements and shall be updated from time to time and adopted by

resolution. The current design criteria for the city for infrastructure improvements shall be complied with in each subdivision before final approval of a plat by the commission. The current approved version shall be kept on file with the city secretary and the city engineer.

i. Sidewalk installation fund.

1. *Payment in lieu of sidewalk installation.* Where a sidewalk is required by the city design criteria manual, subdivision ordinance, or zoning ordinance, and the installation at the required time is not feasible, the city may require, or the property owner may petition the planning and zoning commission to allow, the property owner to satisfy the sidewalk requirement by payment of a fee to the city's sidewalk installation fund in lieu of installing the approved sidewalk. Said payment shall be at the current rate of construction per square foot or square yard of sidewalk at the time of application, and such rate shall be determined by surveying local construction bid prices, TxDOT bid prices and any other available bid price information, and shall be the average of comparative prices from at least three such sources.
2. *Sidewalk installation fund.* There is hereby established a special fund for the deposit of all sums paid in lieu of sidewalk installation under this section or any preceding ordinance, which fund shall be known as the sidewalk installation fund. Funds shall only be released from the sidewalk installation fund upon city council approval of a plan to utilize the funds to build sidewalks at the location from which the funds originated.
3. *Timing of payment of fees in lieu of sidewalk installation.* Where plat approval is required as per section I.b, sidewalks shall be required to be installed at the time of construction of the appropriate street pavement. Where plat approval is not required, sidewalks must be installed before the property owner applies for a certificate of occupancy. Payment of fees in lieu of sidewalk installation shall be due at the time of construction of the appropriate street pavement or application for certificate of occupancy, as appropriate. Where payment of fees in lieu of sidewalk installation for the entirety of a phased development is planned, such payment may be made in full for all phases of the proposed development at the time of filing of the plat for the first phase, or payment of fees in lieu of sidewalk installation for each section of a phased development may be made at the time of filing of the final plat for each phase or section, at the discretion of the developer. No improvements shall be accepted until the fees in lieu of sidewalk installation have been paid in full.
4. *Time limit/refund.* The city shall account for all sums paid in lieu of sidewalk installation under this section with reference to the individual plats involved. Any funds paid for such purpose must be expended by the city within ten years after the filing of the final plat, or the filing of the final plat of each phase or section of the contributing subdivision, if a phased development. If all the funds cannot be committed within the initial ten-year time period, the director of community development may request a time extension for a period not to exceed an additional ten years for the expenditure of the funds from the city council. The extension request shall be submitted in writing to the city council at least 60 days prior to the expiration period for the funds to be committed by the city, and shall include a detailed justification for the extension request. If not so expended, the owners of the property on the first day of such ten-year period shall be entitled to a pro rata refund of such initial sum (principal only), computed on a square footage of area basis. The owners of such property must request such refund within one year of entitlement. Such request must be made in writing to the city manager or his/her designee or such right shall be barred.

(Ord. No. 2000-01, § 2, 1-17-2000; Ord. No. 2008-07, § 1, 3-24-2008; Ord. No. 2008-29, § 2, 10-6-2008)

Section VI. - Platting and filing fees.

- a. *Platting fees.* Subdivision plats submitted to the commission for approval under the method provided for herein shall be accompanied by a check payable to the city according to the fee schedule as set by resolution and printed in Appendix D to this Code.
- b. *Filing fees.* The subdivider shall be responsible for providing the city a check payable to the county in which the final plat is to be filed. The amount shall be determined by the county clerk's office of the appropriate county and shall cover the full cost of filing the plat and any associated documents required as part of the approval issued by the commission.

(Ord. No. 2000-01, § 2, 1-17-2000)

Section VII. - Conflict with other ordinances.

All ordinances or parts of ordinances inconsistent herewith or in conflict with the provisions of this appendix shall be and the same are hereby repealed.

(Ord. No. 2000-01, § 2, 1-17-2000)

Section VIII. - Extraterritorial jurisdiction.

- a. The provisions of this appendix are hereby extended in their application to include all of the area within the extraterritorial jurisdiction of the city. The provisions of this appendix shall have the same force and effect within said area of extraterritorial jurisdiction as within the corporate limits of the city, except as provided in subsections b and c of this section.
- b. No violation of any provision of this appendix outside the corporate limits of the city, but within such city's area of extraterritorial jurisdiction, shall constitute a misdemeanor under this appendix, nor shall any fine provided for in this appendix be applicable to a violation within such area of extraterritorial jurisdiction.
- c. In the event any provision of this appendix or revision to same is violated within the area of extraterritorial jurisdiction of the city, and outside its corporate limits, the city may institute any appropriate action or proceedings in the district court to enjoin the violation of such appendix.

(Ord. No. 2000-01, § 2, 1-17-2000)

EXHIBIT “B”

Appendix B – SUBDIVISIONS

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Appendix B - SUBDIVISIONS

Section I. Purpose.

The purpose of this section is to establish the procedures and requirements for the submittal, review, consideration and action by the commission to provide the necessary details and orderly processing of the subdivision of land within the city and its extraterritorial jurisdiction.

- A. The subdivision of land shall conform to the comprehensive plan of the city, as well as all duly adopted design criteria of the city, which shall be kept on file with the city engineer and be available to the public. The city engineer shall maintain the design criteria manual and propose such changes to them from time to time so that they are equivalent or more stringent than those in the area.
- B. City Council may, through a Planned Unit Development (PUD) ordinance, approve standards different from those contained in this appendix or the design criteria manual. Where different standards are approved, whether those standards are more stringent or less stringent, they shall control. In no case shall a PUD decrease a required life safety code.
- C. When considering the placement of streets and utilities within proposed subdivisions, the developer shall preserve all natural features such as large trees, watercourses, historical spots, and similar community assets which will add attractiveness and value to the property unless such preservation results in an economic penalty of such magnitude that development of the land is infeasible.

Section II. Statutory authority; jurisdiction.

In pursuance of the authority granted to cities and counties under the constitution and laws of the state, including the provisions of Texas Local Government Code § 212.003, as amended, the city council does hereby adopt the rules and regulations in this appendix governing the subdivision and development of land within the city limits. Where there is any conflict in the subdivision ordinance or with other ordinances, the more restrictive shall apply.

- A. *Effective date and applicability* means all subdivision applications filed for preliminary plat approval on or after the effective date of the ordinance from which this appendix is derived shall be subject to these regulations. A subdivision application filed or which has received preliminary approval prior to the effective date of the ordinance from which this appendix is derived shall be subject to the subdivision regulations in effect at the time of filing the application for preliminary plat approval.
- B. *Plat approval required.*
 - 1. It shall be unlawful for any person to subdivide any tract, lot, or parcel of land within the city or its extraterritorial jurisdiction unless and until a preliminary and final plat of such subdivision has been approved, or an exemption satisfied, in accordance with the terms of this appendix. Unless and until a preliminary and final plat, amending plat or replat of a subdivision shall have been first approved in the manner provided herein by the commission or an exemption satisfied, it shall be unlawful for any person to construct or cause to be constructed any street, utility, facility, building, structure, or any other improvement on any lot, tract, or parcel of land within such subdivision, except as specifically permitted herein.
 - 2. No building, plumbing, electrical or mechanical permit shall be issued by the city for the construction of any structure on a lot or tract in a subdivision for which a final plat has not been approved by the commission and filed for record or certificate of exemption issued. No site plan shall be approved by the city for the construction of any structure on a lot or tract in a subdivision for which a final plat has not been approved by the commission, or certificate of exemption issued. No building, plumbing, electrical, or mechanical permit shall be issued by

the city for the construction or repair of any structure on a lot or tract in a subdivision in which the permanent public improvements have not been approved and accepted by the city.

3. Large tract division. A division of land under subsection b.1 of this section does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated. Access shall be satisfied by compliance with section VI.B.1.a. Upon request by the owner of a tract resulting from this division who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
 4. Partial plat approval. Notwithstanding section II.B.1., a subdivision plat need not include all of a tract being divided if:
 - a. General.
 - (1) The portion of the tract being divided but not included within the plat boundaries is not intended to be a part of the development reflected in the proposed plat; or
 - (2) If some or all of the portion being divided but not included within the plat boundaries is intended to be a part of the development reflected in the proposed plat, then such part may be platted in a subsequent phase of the development, provided the person dividing the property submits a master plan pursuant to section IV.C.1. that meets with city approval;
 - b. The tracts being divided:
 - (1) Each have access that complies with section VI.B.1.a.; and
 - (2) Each are greater than five acres in size;
 - c. Excluding the portion of the tract being divided but not included within the plat boundaries will not substantially alter or impede any pending or anticipated development;
 - d. The boundaries of the portion of the tract not included within the plat are depicted and identified on the plat of the subdivision by dashed lines as provided for by section IV.C.2.b.(1)(b), and with a notation thereon indicating that development of such tract is contingent upon a subdivision plat thereof being filed and approved by the city, if such plat is required;
 - e. The plat application includes an acknowledgement, executed by the owner of the tract being divided, confirming that development of the portion of the tract not included within the plat boundaries would be contingent upon a subdivision plat being filed and approved by the city, if such plat is required, in accordance with the rules and regulations of the city governing plats and the subdivision of land in effect at the time the application for plat approval for such portion is sought; and
 - f. The general purposes of this appendix will be served without the necessity of including such tract within the boundaries of the plat.
 5. Upon request by the owner of the tract resulting from a division under section II.B.4.a.(1) that is not intended to be a part of the development reflected in the proposed plat, and who qualifies, the city must issue a certificate of exemption certifying that the division meets this exception.
- C. *Authority.* The city shall not repair, maintain, install or provide any street or public utility service, nor authorize the sale or supply of water or sewer service, in any subdivision for which a final plat has not been approved by the commission and filed for record. The city shall not repair, maintain, install, or provide any street or public utility service, nor authorize the sale or supply of water or sewage service, in any subdivision in which the permanent public improvements have not been approved and accepted by the city.
- D. *Exemptions.* The provisions of these subdivision regulations shall not apply to:
1. *Annexed and consolidated areas.* Land legally platted and approved prior to the effective date of the city's subdivision regulations with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land.

2. *In-fill tract.* Land constituting one or more contiguous tracts with total acreage of less than five acres with frontage on an existing, improved public street and with all utilities and public infrastructure needed to serve the land, for which a legal deed of record describing the boundary of said tract or parcel was filed of record in the deed records of the county clerk of the appropriate county on or before the effective date of the ordinance from which this appendix is derived.
3. *Certificate of platting exemption.* Upon request by the owner of a tract who qualifies for an exemption under subsection D.1. or D.2. of this section, the city must issue a certificate of platting exemption certifying that the division meets this exception.

Section III. *Definitions.*

The following definitions shall apply in the interpretation and the enforcement of this appendix. The terms not defined herein shall be construed in accordance with the ordinances of the city or their customary usage and meaning in municipal planning and engineering practices.

Access or accessway means the public or private street by which pedestrians and vehicles shall have lawful and usable ingress and egress to a property line, provided, however, that access may be provided through a private easement in a commercial development.

Alleys. Alleys shall only be used to provide secondary access to lots which otherwise have their primary access from an adjacent street. Minimum pavement width for alleys shall be 20 feet.

Amending plat means a finished map or plan amending the lots in a previously recorded subdivision. All property that was previously part of the lot(s) being amended shall be included in the boundaries of the amended plat, regardless of ownership. Amended plats are approved administratively by the city manager or the city manager's designee.

Block means an area of land within a subdivision entirely bound by streets (other than alleys), highways, natural barriers, or the exterior boundaries of the subdivision.

Block length means the distance along a side of a street between the nearest two streets which intersect said street on said side.

Block-face means one side of a city street between two consecutive intersections.

City means the City of Friendswood, Texas, a municipal corporation located within Galveston and Harris Counties, Texas.

Commission means the planning and zoning commission of the City of Friendswood, Texas.

Comprehensive plan means the general plan adopted by the city council for the growth and development of the city and its environs, including any and all elements of such plan, addressing such topics as land use, streets and thoroughfares, utilities, drainage, parks, community facilities and schools, as well as other related topics or plans.

Council means the duly elected governing body of the City of Friendswood, Texas.

Cul-de-sac means a dead-end street with turnaround.

Easement means a right granted for the limited purpose of use over, across or under private land.

- (1) *Easement, access* means an easement that provides access to platted lots or reserves. The easement shall meet all of the requirements as set forth for its intended use, including, but not limited to, construction, width, building lines and function, but shall be privately maintained.
- (2) *Easement, aerial* means an easement for the exclusive use of constructing and maintaining above-ground utilities within its confines.
- (3) *Easement, drainage or storm water easement* means an easement for the unobstructed use of constructing and maintaining drainage facilities within its confines.

- (4) *Easement, maintenance.* A perpetual four-foot-wide wall-maintenance easement shall be provided on the lot adjacent to the zero lot line/property line, which, with the exception of walls or fences, shall be kept clear of structures. This easement shall be noted on the plat and incorporated into each deed transferring title to the property.
- (5) *Easement, sidewalk* means a non-exclusive public easement for sidewalk purposes.
- (6) *Easement, wastewater or sanitary sewer* means an easement for the unobstructed use of constructing and maintaining wastewater lines and appurtenances within its confines.
- (7) *Easement, water* means an easement for the unobstructed use of constructing and maintaining water lines and appurtenances within its confines.
- (8) *Easement, utility* means an easement granted for the purpose of placing and maintaining utilities within its confines.

Development Meeting is an informal process to allow an exchange of information between the developer, staff and the commission.

Filed plat means the date the complete application is submitted to the city.

Final plat means a complete and exact subdivision plan prepared in conformity with the provisions of this appendix and other related ordinances and in a manner suitable for recording with the county clerk of the county or counties in which said subdivision is located.

Frontage means that side of a lot abutting an accessway where the lot is assigned an address.

In-fill tract means any vacant tract or tracts of land that can be developed for the use for which they are zoned, and which are surrounded by, or adjacent to, existing developed property.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Master Plan means the plan or map for all subdivisions to be developed in phases or sections. The master plan shall be submitted prior to or with the plat of the first section of development of a subdivision and with all sections thereafter. Changes anticipated for the master plan shall be approved in advance of all platting, and the master plan map and attendant overlays or plans corrected as the changes are anticipated.

Preliminary plat means a map or drawing of a proposed subdivision prepared in accordance with the provisions of this appendix and which illustrates the features of the development for the purpose of review and preliminary approval by the commission.

Private streets means a non-dedicated right-of-way or accessway, meeting all requirements of public streets, except owned and maintained by private interests.

Public sidewalk means the minimum paved walkway, built in conformance with the city design criteria manual and standard construction details, located within the public right-of-way, or easement dedicated for public use, which provides continuous pedestrian access to adjacent land.

Public streets means a public right-of-way, dedicated for public use, which provides vehicular and pedestrian access to adjacent land. Included within this definition are the following general classification of streets:

- (1) *Major thoroughfares or arterial streets* means principal traffic arteries more or less continuous across the city and which are intended to connect remote parts of the city and which are used primarily for fast or heavy-volume traffic.
- (2) *Collector streets* means streets which carry traffic from minor streets to the major system of arterial streets and highways; said street may service commercial or industrial areas.

- (3) *Minor streets* means streets which are used primarily for access to the abutting properties and which are intended to serve traffic within a limited area.
- (4) *Boulevard* means streets utilizing opposing travel lanes separated by a landscaped median, which serves to separate traffic moving in opposite directions.

Subdivider and/or *developer* are synonymous and are used interchangeably, and shall include any person, partnership, firm, association, corporation and/or any officer, agent, employee, servant and trustee thereof, who does, or participates in the doing of, any act toward the subdivision of land within the intent, scope and purview of these regulations.

Subdivision or *subdivide* means the division of any lot, tract or parcel of land by plat, map or description into two or more parts, lots or sites for the purpose, whether immediate or future, of sale, rental or lease, or division of ownership. Any dedication and the laying out (or realignment) of new streets, or other public accessways, with or without lotting, is a subdivision. The term "subdivision" or "subdivide" also includes the re-subdivision and re-platting of land or lots which are part of a previously recorded subdivision. An "addition" is a subdivision as defined herein. The term "subdivision" or "subdivide" includes the division of land whether by plat or by metes and bounds description, and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Title certificate means a certificate prepared and executed by a title company authorized to do business in the state or an attorney licensed in the state certifying the true owner or owners of the property and describing all encumbrances of record which affect the property. Such certificate shall include all property included within the platted area, and such certificate shall not have been executed more than 45 days prior to the submission of same to the commission.

Tract means a lot or parcel of land, however denoted, fee simple title to which is owned by a person or persons by virtue of one or more deeds or other instruments. Multiple parcels of land described in a deed or other instrument are, despite being included in a single deed or other instrument, separate parcels of land if such parcels are described by separate, complete legal descriptions therein.

Section IV. - Plat submittal and filing procedures.

- A. Prior to the submission of the preliminary plat, the subdivider shall schedule a development meeting to confer with the community development department staff on an informal basis to receive comments and advice on the procedures, specifications and standards required by the city as conditions for subdivision plat approval. At this meeting, staff shall also discuss the proposed plat and its conformity with the comprehensive plan, its relationship to surrounding property, availability of utilities, drainage, street pattern, and any other matters.
- B. The city department responsible for accepting, reviewing master plans, plats, engineering plans (plan profiles), and other development related documents, is authorized to establish in writing the information that must be submitted to the city, including the form and manner of submission, for those development documents. Should information not be submitted to the city as specified by the appropriate city department as authorized by this section, the document may be denied by the approving authority.
 1. *Master plan*. Master plan procedures are as follows:
 - a. The master plan shall be submitted to the planning department with the following:
 - (1) Completed application.
 - (2) Review fees (non-refundable).
 - (3) Overall map of total property, showing blocks, lots, reserves, street layouts, etc.
 - (4) Stormwater drainage overlay or plan view with existing topographic contours, areas to be filled, if any, and drainage areas outlined, major drainageways, etc.
 - (5) Wastewater overlay or plan view indicating the proposed ultimate capacity needs.

- (6) Water main overlay or plan view indicating the proposed ultimate capacity needs.
 - (7) Tree preservation, mitigation, and maintenance plan.
 - (8) Traffic study, if required per the Design Criteria Manual.
 - (9) Original boundary and topographic data shall be certified by a registered professional land surveyor. Also, any area to be filled will be shown, with approximate proposed elevations.
 - (10) The number of copies of the plat specified on the application and accompanying documents shall be submitted concurrently to the office of the city planner or designee in the planning department via hand delivery, mail or courier. The cover of the submittal package shall be properly addressed to the attention of the "City of [Friendswood](#) Planning Department", clearly labeled with the type of submittal, and include the name of the applicant. The city will not be responsible for submittals that are not addressed and labeled with the correct information.
 - (11) The appropriate city department may waive one or more of the above items it deems unnecessary due to the size of the parcel, the number of lots being created, the proposed use and the adequacy of existing infrastructure servicing the location.
- b. Staff comments shall be addressed prior to approval by the planning and zoning commission. Said decision will be based upon a determination that the master plan meets the requirements of this article and all other applicable city ordinances and regulations. The master plan shall be subject to approval by the planning and zoning commission in concept only.
 - c. The master plan shall expire after two years from the date of submittal, unless one of the following occur:
 - (1) An application for a permit (including a plat) necessary to begin or continue towards completion of the project is submitted;
 - (2) Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located; or
 - (3) Fiscal security is posted to ensure performance of an obligation required by the regulatory agency;
 - d. All master plans that are associated with planned unit developments ("PUDs") are also subject to the requirements in the zoning ordinance.
2. *Preliminary plat.* Preliminary plat procedures are as follows:
- a. Submittal Requirements. The plat shall be submitted to the planning department with the following:
 - (1) Completed application.
 - (2) Review fees (non-refundable).
 - (3) A certificate or letter from a title guarantee company or a title attorney indicating a current search (within 45 days of submittal to the city) and certifying to at least the following concerning title to the land: A statement of records examined and date of examination; description of the property in question, including a metes and bounds description of the tract; name of the fee owner as of the date of examination, and the date, file number, date of filing, and volume and page of any lienholders; and general description of any easements or fee strips granted along with the file number, date of filing, and volume and page of recording.

- (4) Certification stating that all current city, county, school, utility, or other governmental entity taxes due and payable have been paid for; a tax certificate from the city, county, school, utility, or other governmental entity in which the land being platted is located showing no delinquent taxes are due on the property being platted.
 - (5) The draft of any protective covenants whereby the subdivider proposed to regulate the use of land in the subdivision, provided however, that such restrictive covenants, conditions, or limitations shall not be less than the minimum requirements of the city under the terms of these regulations.
 - (6) The number of copies of the plat specified on the application and accompanying documents shall be submitted concurrently to the office of the city planner or designee in the planning department via hand delivery, U.S. mail or courier on one of the submittal dates advertised on the P&Z Submittal Schedule. The cover of the submittal package shall be properly addressed to the attention of the "City of Friendswood Planning Department", clearly labeled with the type of submittal, and include the name of the applicant.
 - (7) The applicant shall submit proof that the plat was submitted to the drainage district with jurisdiction as required by the drainage district, provided the drainage criteria of both the city and the drainage district are the same. Proof of submittal may be a receipt of payment or a letter on official letterhead.
 - (8) A copy of the instrument establishing any private easement shall be submitted with the preliminary plat.
 - (9) Preliminary stormwater drainage overlay or plan view with existing topographic contours, areas to be filled, if any, and drainage areas outlined, major drainageways, etc., if not previously submitted in conjunction with a master plan.
 - (10) Preliminary wastewater overlay or plan view, if not previously submitted in conjunction with a master plan.
 - (11) Preliminary water main overlay or plan view, if not previously submitted in conjunction with a master plan.
 - (12) Tree preservation, mitigation, and maintenance plan.
 - (13) Traffic study, if required per the Design Criteria Manual.
 - (13) A list of deviations from the master plan made to the plat by the applicant. Significant changes will require submittal of a revised master plan.
 - (14) The appropriate city department may waive one or more of the above items it deems unnecessary due to the size of the parcel, the number of lots being created, the proposed use and the adequacy of existing infrastructure servicing the location.
- b. Graphic Requirements. Preliminary plats shall show the following graphic information:
- (1) Title of plat shall show:
 - (a) Proposed name of the subdivision, which must not be similar to that of an existing subdivision as to cause confusion.
 - (b) Legal description of subdivision, including the name of the county and surveying abstract number.
 - (c) The number of lots, blocks, and reserves and the total acreage in the title block.
 - (d) Name and address of owner. If owner is a company or corporation, name of the principal officer or owner of the entity responsible for the subdivision must be given.

- (e) The name of the registered professional engineer and/or registered public surveyor responsible for the survey and design. If different from the surveyor of the boundary, so indicate.
- (2) The scale must be drawn numerically and graphically shown on the plat. Graphic scale of 100 feet to the inch or larger.
 - (3) A north arrow (true or magnetic indicated on the plat) shall be provided on the plat. North shall be oriented to the top of the plat if possible, or at the left side.
 - (4) The date on which the plat was drawn shall be indicated on the plat. Each revision shall bear a new date. (month, day and year).
 - (5) Key map or vicinity map, preferably in the top right corner of the plat, showing orientation of the area being subdivided in relation to adjacent areas and principal streets. The suggested scale of the vicinity map is one inch equals 2,000 feet and shall be oriented in the same directions as the detailed subdivision drawing.
 - (6) Location and length of boundary lines.
 - (a) Area to be subdivided drawn in heavy lines with overall dimensions and bearings.
 - (b) Lines outside of boundaries to be dashed.
 - (c) An accurate location of the subdivision should be provided by reference to a well-established survey or league corner, subdivision corner, or other known point.
 - (7) The width, depth and location of all lots. Lot, block, and section numbers shall be placed consecutively.
 - (8) All restricted reserves (HOA parks/facilities/sites, landscape amenities, parkland dedication, and utilities) shall be labeled with the acreage shown. Only the definitions of restricted reserves given in the article shall be used. Those reserves shall require additional action by the commission prior to development as a residential lot.
 - (9) Describe the subdivision by metes and bounds.
 - (10) Street names shall not be duplicated in the city.
 - (11) The location and width of existing and proposed streets (public and private) within the subdivision and immediately adjacent to it shall be shown, measured at right angles, or radially when curved.
 - (12) The alignment of proposed streets with existing city streets..
 - (13) Street design dimensions or a reference to the minimum standards for tangents, arcs, radii, etc.
 - (14) Name, location, width and purpose of all existing and proposed easements.
 - (15) Existing and proposed utilities on and adjacent to the tract up to a distance of 200 feet. Sizes of existing utilities and the location of proposed junctions with the existing system shall be shown.
 - (16) Vertical control monuments are to have half-mile maximum spacing. All elevations, based on current National Geodetic Survey, will be registered with the city engineer upon plat submittal.
 - (17) Contours with intervals of one-half foot, referred to sea level (U.S. Coast and Geodetic Survey Data) as required to show at least two contours within the subdivision in addition to those necessary to clearly show outfall drainage. Identify basis of control and temporary benchmark set within the subdivision.

- (18) Special Flood Hazard Areas. A statement shall be included on the face of the plat that the property does or does not lie within a special flood hazard area. Also, the location of special flood hazard boundaries shall be indicated upon the face of the plat where the boundary divides the subdivision area.
 - (19) Names of subdivisions, streets, watercourses, pipelines and easements up to a distance of 200 feet. If adjacent property has been subdivided into residential lots, adjacent individual lot addresses will be shown. If adjacent property is acreage, adjacent property ownership will be shown.
 - (20) Additional land in the area adjacent to the subdivision in which the applicant has legal interest.
 - (21) The name of the subdivision, street names, title block information, special notes, dedication and notary statements, and ownership certificate language are subject to review and acceptance by the city.
 - (22) The applicable row(s), column(s), and notes from the Regulation Matrix per Appendix C, Zoning Ordinance.
- c. Expiration. Preliminary plat approval will expire six months after the approval by the commission of the preliminary plat or of final sections of a preliminary plat, except that if the subdivider shall apply in writing prior to the end of such six-month period, stating reasons therefore, an extension may be granted by the commission, upon a showing of good cause, for a single extension of six months.
 - d. The subdivider may, at his discretion, after approval or conditional approval of a preliminary plat, file a final plat or plats covering a portion of the preliminary plat. The remainder of the preliminary plat shall be deemed as approved or conditionally approved as in section V of this section, provided, however, that such approval or conditional approval of the remainder of the preliminary plat be limited to a two-year period after approval of the pertinent final plat or plats by the commission. Prior to the end of such two-year period, the subdivider may apply, in writing, for a one-year extension of the preliminary plat stating the reasons for the extension. The commission may, upon a showing of good cause, grant a single extension of up to one year.
3. *Final plat.* Final plat procedures are as follows:
- a. No final plat shall be considered unless a preliminary plat has been submitted and approved (unless an alternate method of plat submission is used) and a set of final construction plans and specifications has been approved by the city engineer for the public infrastructure improvements.
 - b. Submittal Requirements. After the foregoing procedure has been complied with and the preliminary plat approved or conditionally approved by the commission, the subdivider shall prepare or cause to be prepared a final plat, or plats, together with other supplementary information as specified herein.
 - (1) Construction Plans and Specifications in accordance with Section X. Plan profiles of all private and public infrastructure (including but not limited to water and sewer lines, drainage and detention areas, utilities, berms, roads, sidewalks, fences, and hike and bike trails) shall be submitted and approved by the city engineer.
 - (2) Utility companies' statements that easements are acceptable to provide service and no other easements are necessary or required.
 - (3) If applicable, letters of review by any local, county, state and federal departments as required by the city engineer or his designee.
 - (4) Statement from pipeline companies that all existing or proposed pipelines crossing the property have been satisfactorily provided for per the requirements of the pipeline

operator, and that the pipeline operator agrees to all pipeline crossings by proposed streets and other subdivision features.

- (5) Statement from well companies that all existing or proposed wells have been satisfactorily provided for per the requirements of the well operator or owner, and that the well operator or owner agrees to all setbacks from the wells for any proposed structures or other subdivision features.
 - (6) The applicant shall submit proof that the plat was submitted to the drainage district with jurisdiction as required by the drainage district, provided the drainage criteria of both the city and the drainage district are the same. Proof of submittal may be a receipt of payment or a letter on official letterhead.
 - (7) The appropriate city department may waive one or more of the above items it deems unnecessary due to the size of the parcel, the number of lots being created, the proposed use and the adequacy of existing infrastructure servicing the location.
- c. Graphic Requirements. The final plat shall conform substantially to the preliminary plat as approved and incorporate all the provisions relating the preliminary plats in subsection 2 of this section, except subsections 2.a.(9), 2.a.(10), and 2a.(11) preliminary plans and 2.b.(15) utilities and 2.b.(17). This plat shall also reflect any conditions or requirements for final approval imposed by the commission, together with the following additional requirements:
- (1) The plat shall show the location and identification of lots, streets, public highways, alleys, parks and other features, with accurate dimensions, in feet and decimals of feet, with the length of radii, tangents (or central angle) and arcs to all curves, and with all other information necessary to reproduce the plat on the ground, all to be set out within the perimeter lines.
 - (2) The plat shall show a heavy-lined perimeter to be the results of an accurate boundary survey of the property by a registered professional land surveyor with bearings and distances, and references to section/original survey corners, and showing the lines of adjacent lands and lines of adjacent streets and their names and widths (dashed lines). The location and datum used to determine elevations shall be noted on the face of the plat.
 - (3) The square footage of each lot shall be labeled on the plat. This can be provided for in a table.
 - (4) Traverse lines along streams and easements shall be shown adjacent to the high bank of streams and waterways.
 - (4) The plat shall show existing pipeline easements, location of pipelines, required setbacks, and if material being transported is hazardous.
 - (5) Impervious coverage. Table showing the allotted maximum percent of impervious surface for each lot represented, per the Design Criteria Manual.
 - (6) Front building setback lines shall be required on residential lots and reserves for commercial development.
 - (7) All dedication statements and certificates must be made a part of the final plat drawing and must include, but not be limited to, the statements, the general form and content of which are provided as examples available in the Community Development Department. Language in the statements shall be suitable for plat recording in the official records of plat in the Galveston County Clerk's Office or Harris County Clerk's Office, as appropriate. These dedication statements and certificates and various notations include the following:

Owners Acknowledgment;

Execution of owner's acknowledgment;

Lienholder's acknowledgement;
 Notary public acknowledgement for all signatures;
 Certificate for engineer and surveyor;
 Certificate for Commission;
 Certificate for Commission Secretary;
 Certificate for City Engineer;
 County clerk filing acknowledgment statement;
 Vacation of subdivision plat;
 Certificate of amending plat;

- (8) Reserves, easements, rights-of-way, etc., not specifically dedicated on the plat or in accompanying document, shall remain in the custody of the subdivision owner until transferred by other legal means.
- (9) The legal entity responsible for the maintenance of any improvements, including, but not limited to, building, recreational area, open space, equipment, pool or private driveway, which are to be owned and shared by the owners of real property in the proposed subdivision, shall be designated by appropriate articles of incorporation, contracts, restrictions, or other method. The means of securing payment for maintenance and operating expenses and any method of terminating such obligation shall be stated in the creating documents. The following note shall be indicated on the face of the plat:

"The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; the **property owner or HOA/POA** shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of public street lights shall be the responsibility of **(insert either Texas New Mexico Power or CenterPoint Energy as applicable).**"

- d. Expiration. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.
- e. Plat Recordation. Upon approval of the plat, the applicant shall submit to the planning department the following items as required by Galveston and Harris Counties:
 - (1) Mylars including the notarized original signatures of the owner(s) and lienholders of the property included in the plat and the original surveyor and the Galveston County Consolidated Drainage District, if applicable. (The city will be responsible for the required city signatures and recording the plat with the county.)
 - (2) Original tax certificates and receipts from all applicable jurisdictions.
 - (3) The letter or title certificate required in subsection IV.C.2. shall be brought up to current date by a supplementary report from the title guaranty company or title attorney; dated not more than 45 days from the date submitted to the city.

- (4) The original, executed protective covenants whereby the subdivider proposes to regulate the use of land in the subdivision, provided however, that such restrictive covenants, conditions, or limitations shall not be less than the minimum requirements of the city under the terms of these regulations.
 - (5) A check, payable to the county clerk's office for either Galveston or Harris County, in the amount of the cost of the county's recording fees.
 - (6) Under extreme circumstance and approval by the City Engineer, if public and/or private improvements have not been completed and accepted by city council, the city may accept a bond as security for the completion of the required improvements. The applicant shall provide a letter of credit from a federally insured lending institution or depository before the plat is recorded at the county.
4. *Replat.* Replat without vacating preceding plat procedures are as follows:
- a. The same procedures for final plat approval applies to the replat, except as noted.
 - b. The proposed replat shall be submitted to the planning department with a copy of the preceding plat.
 - c. A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:
 - (1) Is signed and acknowledge by all the owners of the property being replatted;
 - (2) Is approved by the commission;
 - (3) Does not attempt to amend or remove any covenants or restrictions;
 - d. In addition, a replat without vacation of the preceding plat must also conform to the requirements of this subsection,
 - (1) during the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
 - (2) any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
 - e. If a proposed replat described by section (d) does not require a variance or exception, in accordance with the Texas Local Government Code, written notice shall be given not later than the 15th day after the date of the approval.
 - (1) Notification shall be written notice sent to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent county tax roll.
 - (2) This subsection does not apply to a proposed replat if the municipal planning commission or the governing body of the municipality holds a public hearing and gives notice of the hearing in the manner provided by Subsection (f).
 - (3) The notice of a replat must include the zoning designation of the property after the replat and a telephone number and e-mail address an owner of a lot may use to contact the municipality about the replat.
 - f. If a proposed replat described by section (d) requires a variance or exception, a public hearing must be held by the commission. Notice of the hearing shall be given before the 15th day before the date of the hearing.
 - (1) Notice shall be published in the official newspaper.
 - (2) Notice shall be given in writing, with a copy of Subsection f(3) attached, to the owners of lots that are in the original subdivision and that are within the original subdivision and that

are within 200 feet of the lots to be replatted, as indicated on the most recently approved county tax roll. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.

- (3) If the proposed replat requires a variance and is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of all the members present of the commission. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 from that area, but within the original subdivision, must be filed with the city prior to the close of the public hearing. In computing the percentage of land area under this subsection, the area of the streets and alleys shall be included.
 - g. Compliance with subsections f(2) and f(3) of this section is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.
 - h. Expiration. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.
5. *Short form final plat.* Short form final plat procedures are as follows:
- a. An abbreviated procedure for plat submission may be used if the proposed subdivision satisfies the following requirements:
 - (1) The proposed subdivision is for development containing four lots or less.
 - (2) All lots in the proposed subdivision front on a previously dedicated or private accessway of adequate width and are so situated that no additional accessway, alley, easement or public property is required to meet the regulations of this appendix or any other ordinance of this city.
 - (3) All utilities and drainage facilities, as required by this appendix or any other ordinance of this city, are in place to serve each lot in the proposed subdivision and require no extensions.
 - (4) The proposed plat does not vacate, create or extend a public right-of-way or easement.
 - (5) The proposed plat does not require any variance or modification to the subdivision ordinance.
 - b. If a proposed subdivision satisfies the requirements of subsection 5.a. of this section, the subdivider may seek final plat approval without necessity of submitting a preliminary plat. Such plat shall meet all the requirements in subsection b. of this section for final plats.
 - c. Expiration. Final approval will expire one year after the commission action granting approval of any plat unless the plat has been filed of record with the county clerk, except that if the subdivider shall apply in writing prior to the end of such one-year period stating reasons for needing the extension, this period may, upon a showing of good cause, be extended by the commission for another year but not beyond that period.
6. *Amending plat.* Amending plat procedures are as follows:

- a. The city manager or the city manager's designee shall have the authority to approve amending plats, without further action of the planning and zoning commission, as permitted by V.T.C.A., Local Government Code Chapter 212. The city manager or designee shall not have authority to disapprove any such amending plat and shall be required to refer any plat that the city manager or designee refuses to approve to the planning and zoning commission. Nothing herein shall preclude the city manager or designee from electing to present the plat to the planning and zoning commission for approval.
- b. An amending plat shall contain all of the informational requirements set forth for a final plat.
- c. The city manager or designee may approve an amending plat that may be recorded and is controlling over the preceding or final plat with a vacation of that plat, if the amending plat is signed by the applicants only and the sole purpose of the amending plat shall be to:
 - (1) Correct an error in a course or distance shown on the preceding plat;
 - (2) Add a course or distance that was omitted on the preceding plat;
 - (3) Correct an error in a real property description shown on the preceding plat;
 - (4) Indicate monuments set after the death, disability, or retirement from practice of the surveyor responsible for setting monuments;
 - (5) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
 - (6) Correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats. Such errors may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent recorded plats;
 - (7) Correct an error in courses and distances of lot lines between two adjacent lots if:
 - (a) Both lot owners join in the application for amending the plat;
 - (b) Neither lot is abolished;
 - (c) The amendment does not attempt to remove recorded covenants or restrictions; and;
 - (d) The amendment does not have a material adverse effect on the property rights of the owners in the plat.
 - (8) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
 - (9) Relocate one or more lot lines between one or more adjacent lots if:
 - (a) The owners of all those lots join in the application for amending the plat;
 - (b) The amendment does not attempt to remove recorded covenants or restrictions; and;
 - (c) The amendment does not increase the number of lots.
 - (10) To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or part of the subdivision covered by the preceding plat if:
 - (a) the changes do not affect applicable zoning and other regulations of the municipality;
 - (b) the changes do not attempt to amend or remove any covenants or restrictions; and
 - (c) the area covered by the changes is located in an area that the municipal planning commission or other appropriate governing body of the municipality has approved, after a public hearing, as a residential improvement area;

- (11) To replat one or more lots fronting on an existing street if:
 - (a) The owners of all those lots join in the application for amending the plat;
 - (b) The amendment does not attempt to remove recorded covenants or restrictions;
 - (c) The amendment does not increase the number of lots; and
 - (d) The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.
 - d. When an amending plat is prepared, the surveyor signing and sealing the plat shall provide a statement in the title block denoting the change, in addition to any other corrections which have been made.
 - e. Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.
- 7. *Vacating of plat.* The procedure for vacating a plat shall conform with the current Texas Local Government Code and meet the same requirements as a final plat. The procedure shall consist of:
 - a. The owners of the tract covered by a plat may vacate the plat any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved by the commission and recorded as described in the plat recordation section of this appendix.
 - b. If lots in the plat have been sold, the plat, or any part of the plat may be vacated on the application of all the owners of the lots in the plat with approval by the commission.
- 8. *Association required.* A plat to subdivide property, whether residential or non-residential that creates common area or common land shall be accompanied by a copy of documents evidencing:
 - a. Approval by the Texas Secretary of State's Office of the formation of a homeowners' association, community association, or property owners' association; and
 - b. Such association's assumption of the responsibility for maintenance of the common area and/or common land.
- 9. *Covenants/conditions/restrictions required.* Final approval of any plat to subdivide property, whether residential or nonresidential shall not be granted unless the applicant submits a certified copy of covenants, conditions, and/or restrictions declared for said property that:
 - a. Establish materials, design and/or architectural standards acceptable to the city's planning director; and
 - b. Are recorded in the appropriate county clerk's office.

Section V. Decisions of the commission

- A. Beginning with the submittal date of the plat, the planning and zoning commission shall approve or disapprove within 30 days in accordance with the Texas Local Government Code (Section 212.009). Said decision will be based upon a determination that the plat meets the requirements of this article and all other applicable city ordinances and regulations. The commission shall approve, approve with conditions or disapprove a plat.
- B. Prior to action by staff, the applicant may submit a written "notice of withdrawal" of the plat. This will suspend the running of the 30-day period. When the plat is administratively ready for re-submission, the applicant can then file a signed and dated "notice of re-filing" of the plat within six months of the initial submitted date of the plat, which then starts the 30-day clock anew. A new

application and fee will be required for plats that are re-submitted more than six months after the initial submittal date. One "notice of re-filing" is permitted for a plat.

C. Standards for approval – the commission shall approve a plat if:

1. It conforms to the general plan of the City of Friendswood and the current and future streets, alleys, parks, playgrounds, and public utility facilities;
2. It conforms to the general plans for extension of roads, streets, and public highways, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities; and
3. It conforms to this article.

D. Approve – If approved, the plat shall be endorsed with a certificate of approval by the planning and zoning commission chairman and attested by the commission's secretary.

E. Conditional approval or disapproval – the commission shall provide the applicant a written statement of the conditions for a conditional approval or reasons for the disapproval that clearly articulates each specific condition. Each condition or reason specified in the written statement must be directly related to the requirements under this appendix and include a citation to the law, including a statute, municipal ordinance or resolution, that is the basis for the conditional approval or disapproval, and may not be arbitrary.

1. Applicant Response – After the conditional approval or disapproval of a plat, the applicant may submit to the commission a written response that satisfies each condition for the conditional approval or remedies for each reason for disapproval. The commission may not establish a deadline for an applicant to submit a response.
2. Commission Response – Once a response is received from the applicant, the commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved plat no later than the 15th day after the date the response was submitted. The decision of the commission must comply with section V.C. and the commission may disapprove the plat only for a specific condition or reason provided to the applicant previously.
3. The commission shall approve a previously conditionally approved plat or disapproved plat if the response adequately addresses each condition of the conditional approval or each reason for the disapproval.
4. Inaction: A previously conditionally approved or disapproved plat is approved if the applicant files a response that adequately addresses each condition of the conditional approval or each reason for the disapproval AND the commission does not disapprove the plat within 15 days of the submittal of the response and in accordance with section V.E.2.

F. A plat is deemed approved by the planning and zoning commission, unless it is disapproved within 30 days.

1. An applicant may request in writing an extension of 30-day period for a period not to exceed an additional 30 days. This request shall be submitted to the commission for consideration.
2. If the commission fails to approve, approve with conditions, or disapprove within 30 days, the certificate on the plat shall include the date the plat was filed and a statement that the authority failed to act on the plat within that period, in accordance with section V.A.

Section VI. – General requirements and design criteria.

A. *Public and private local streets.*

1. The street pattern of a neighborhood must comply with the design criteria, all requirements of this section and shall:

- a. Provide for adequate vehicular access to all properties within a subdivision's plat boundaries. All lots, tracts and reserves shall have frontage on an approved public right-of-way or access easement.
- b. Provide adequate street connections to adjacent properties to ensure adequate traffic circulation within the general area.
- c. Provide a local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by fire, police and other emergency services.
- d. Provide a sufficient number of continuous streets and major thoroughfares, particularly in those areas designated for the development of multifamily residential, commercial and industrial land uses, to accommodate the increased traffic demands generated by these land uses.
- e. When necessary to continue the neighborhood pattern for adjacent developments, existing streets in the adjoining areas shall be continued and shall be at least as wide as such existing streets in alignment therewith, but in no case narrower than required by current regulation. Centerline offset shall be a minimum of 125 feet. Greater centerline offsets may be required by the commission when necessary for traffic safety.
- f. When adjoining areas are not subdivided, the commission may require the arrangement of streets in the subdivision to make provisions for the proper projection of streets into such unsubdivided areas.
- g. Street intersections shall be as nearly at right angles as practical giving due regard to terrain, topography, sight distances and safety.
- h. Private streets, where allowed, shall meet all the requirements set forth for public streets, including, but not limited to, construction standards, width, curves, sight distance visibility and function, and all other design criteria and specifications, and shall be privately maintained to those standards.
- (i) *Points of access.* Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus roads and shall meet the requirements of Section D104.3 of the 2000 International Fire Code. Exceptions:
 - (1) Where there are 30 or fewer dwelling units on a single public or private access way and all dwelling units are protected by approved residential sprinkler systems, access from two directions shall not be required.
 - (2) The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire marshal.

B. Collector streets generally.

- 1. There shall be a minimum of one point of access from a collector street into a subdivision or subdivision phase, up to a maximum of 75 platted lots. There shall be a minimum of two points of access into a subdivision or subdivision phase from a collector street for subdivisions in excess of 75 platted lots. In the case of phased construction, each phase should meet this requirement, but in no case shall there be less than one access to a collector street per 75 platted lots.
- 2. A collector street may be a new or existing street built to current collector street standards for right-of-way width and pavement width, or an existing street built to past standards but which by definition currently functions as a collector street.

3. No subdivision can connect to a collector street through another subdivision unless each is part of a planned, phased subdivision development. In such cases, the commission may require such through streets to have additional right-of-way width and paving width, in keeping with subsection b(1)(e) of this section, to promote better traffic flow.
4. All lots in a subdivision must be within 750 feet of an intersection on a street within the subdivision that leads to a collector street, but the commission may approve a greater distance in keeping with the considerations for increased cul-de-sac lengths and block lengths.
5. The commission may permit an isolated, stand-alone subdivision to connect to a collector street by way of a new street not built to collector standards if such street is within the plat boundaries of the subdivision.
6. Due to existing conditions on the land being platted, such as the existence of pipelines, bodies of water, 100-year floodplain, etc., the commission may require additional points of access from a collector street to protect health, safety and welfare.

C. *Major thoroughfares and arterial streets.*

1. *General.* Street classification, location and alignment shall be in accordance with the thoroughfare plan and finally determined by the commission.
2. *Right-of-way width and transitions.* The width of the right-of-way to be dedicated for any designated or proposed thoroughfare or collector street shall be in conformance with the thoroughfare plan. In those instances where the proposed subdivision is located contiguous to an existing thoroughfare or collector street having a right-of-way less than that required by the thoroughfare plan, sufficient additional right-of-way must be dedicated to bring the right-of-way width in conformance with the plan. The minimum right-of-way width required for the development of a designated or proposed thoroughfare or collector street must be of sufficient width to accommodate the approved roadway pavement and attendant drainage and utility facilities.
3. *Curves and intersections.* Curves proposed for the right-of-way of designated thoroughfares and collector streets shall be in conformance with the current design criteria. Reverse curves must be separated by a tangent distance of not less than 100 feet. Intersections with public and/or private streets shall be at right angles but may vary upon approval of the commission after due regard for terrain, topography, sight distances and safety. Where acute angles are approved, a radius of at least 25 feet in the right-of-way line in the acute corner must be provided.

D. *Buffering major thoroughfares.*

1. Where a subdivision abuts or contains an existing or proposed arterial street, the commission may require marginal access streets, reverse frontage with screen planting contained in non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. If landscaping or berming is used as a buffer between the major thoroughfare and residential property uses, the subdivider shall provide a ten-foot landscape easement along the major thoroughfare according to the major thoroughfare plan and shall construct sidewalks thereon in accordance with the city design criteria manual and standard construction details.
2. Reserve strips controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the commission.
3. Community Overlay District (COD)
 - a. Residential developments not facing a Community Overlay District thoroughfare shall be required to install a visual barrier to a minimum mature height of six feet as measured from the finished grade. The barrier shall be set back from the street right-of-way line by a minimum of ten feet. Various materials may be utilized, including landscaped earth berms,

provided the materials are durable and require low maintenance. All barriers shall be maintained by the owner of the property on which such barrier is located, or by a homeowners' association. If a homeowners' association is to provide such maintenance, the obligations therefor shall be set forth in writing, and filed of record in the same manner that other restrictive covenants are filed. Subdivision plats submitted for residential property along a COD corridor shall include detailed information and visual representations of the proposed barrier, and such other information as deemed necessary by the planning and zoning commission to establish compliance with this subsection.

b. Trees shall be planted adjacent to the barrier, on the COD thoroughfare side, at intervals of 25 feet, with one-half having a minimum caliper of four inches and one-half having a minimum caliper of two inches. Existing qualified trees may be counted toward fulfillment of this requirement, provided that the size, species, and guaranteed duration shall meet the criteria of the landscaping section of this appendix. (Clustering of trees shall be permitted, provided, however, clustering shall not reduce the number of required trees, and trees shall not be clustered so as to lessen the survival rate of other trees.)

c. Community Overlay District boundaries and requirements are located in the Zoning Ordinance, Appendix C. Should any portion of this Section conflict with any provisions of the Zoning Ordinance, the Zoning Ordinance shall govern.

4. Street right-of-way widths shall be as shown in the general plan for the city, and where not shown therein shall be not less than as follows:

Street type	Minimum right-of-way width
Major thoroughfare	120 feet
Collector	80 feet
Minor (private and public)	60 feet
Commercial streets	80 feet
Boulevards	100 feet

- E. *Partial or half streets.* Partial and half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with other requirements of these regulations, and where the commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided, the other remaining half of the street shall be platted within such subdivision, in accordance with section II. Appropriate notations and one-foot reserve must be placed upon the plat restricting access from any partial or half streets so dedicated to adjacent acreage tracts until the adjacent property is subdivided in a recorded plat and the additional right-of-way is acquired providing the full right-of-way as specified in this appendix.
- F. *Street names.* Proposed street names shall be submitted to and approved by the planning and zoning commission. Proposed streets, which are in alignment with others existing and named, shall conform to the names of the existing streets. Street names cannot be duplicated. Prior to plat approval, the applicant shall submit a list in alphabetical order of all streets within each section of the proposed subdivision.

G. *Gates on private streets.*

1. Entrances to communities with private streets that utilize gates shall be controlled by electrically operated gates which are physically manner or electronically operated on a 24-hour-per-day basis. Where electrically operated, unmanned access gates are in place on private streets, one entrance gate at each entrance must be equipped with a 911 override control switch. For entrances with two gated lanes of entry, only one of these gated entries requires an electronically operated gate. The second one may be manually operated. Construction plans and gate specifications must be submitted to the fire marshal's office and approved prior to installation.
2. The Knox Company Model KS-2 or KS2-P (or approved equal) key operated switches are approved by the fire marshal's office.
3. The 911 override control switch must be installed in a weatherproof box or assembly approved by the fire marshal's office.
4. The 911 override switch must be accessible from the driver's side of every emergency response vehicle.
5. All electrically operated access gates shall have a manual override mechanism for use in the event of a power failure, approved by the fire marshal's office.
6. Electric gates must have a rest button near the override control switch to secure the gates when the emergency is terminated.
7. Streets in existence, finally platted and approved by the city council on the effective date of the ordinance from which this section is derived shall remain as they are; however, new construction of private streets shall provide a ten-foot curb-face to curb-face width. The gates in the fully opened position must provide a minimum of 12 feet clear width.
8. A sensing device that will automatically open the gates for departure or exiting is required. Where manual exit gates exist, at least one gate at each exit shall be equipped with a 911 padlock.
9. A final inspection by the fire marshal's office is required before the gates are operational. Each public safety department shall sign off on the acceptance form.
10. Installation of the 911 override switches on all existing gates shall be accomplished within six months of the effective date of this article from which this section is derived. Gates and 911 switches must be maintained and kept in good working condition.
11. The owner or operator or his agent is responsible for the ordering and the installation of the 911 override control switch. An approved order form must be obtained from the fire marshal's office.
12. Distribution of numbered master keys will be controlled by the city fire marshal's office. Keys shall be distributed to authorized emergency response personnel only. Recordkeeping will be maintained in the office of the fire marshal.

- H. *One-foot reserves.* In those instances where any public street is established in a plat submitted to the commission and where such street forms a stub street into adjacent acreage or where such street lies along the parallel with the plat boundary and adjacent to acreage, a one-foot wide reserve must be established within the street right-of-way to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage, to prevent access to this public street from the adjacent unsubdivided acreage unless and until the commission has had an opportunity to review the development proposals for such adjacent acreage, and a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation which must be placed upon the face of any plat where a one-foot reserve is to be established:

"One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being

that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors."

I. *Culs-de-sac*.

1. *Length*. The length of culs-de-sac shall not be longer than 750 feet. In cases where proposed subdivisions are surrounded by existing development which precludes compliance with block length standards, the commission may approve the creation of cul-de-sac streets which exceed 750 feet in length if the turnaround complies with the current design criteria and the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on cul-de-sac streets of 750 feet or less. In considering any such application, the commission shall consider measures which would ensure:
 - a. Adequate water pressure for potable water needs and firefighting capabilities;
 - b. The ability of the city to timely provide emergency services; and
 - c. That traffic hazards and traffic congestion is not created due to density or number of lots. In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended dead-end cul-de-sac street shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.
2. *Cul-de-sac right-of-way radius*. The proposed cul-de-sac right-of-way and pavement radii shall comply with the requirements of the current design criteria.
3. *Temporary turnarounds*. Temporary turnarounds are to be used where curb and gutter is not installed at the end of the street more than 400 feet long that will be extended in the future and noted thus: "Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

J. *Sidewalks*. Sidewalks are required along all streets.

1. Exception: Sidewalks shall not be required in single-family residential (SFR) and single-family residential estate (SFR-E) districts where:
 - a. Open ditch streets are approved; or
 - b. The subdivision was accepted prior to sidewalks being a required improvement; or
 - c. The property is an in-fill tract without an abutting sidewalk.
2. Sidewalks may not be required when, in the judgment of the planning and zoning commission, the safety of the pedestrians does not require such sidewalks.
3. If a plat is required, the developer, prior to the city's final acceptance of the infrastructure, must install sidewalks along reserves and rights-of-way prior to the city's final acceptance of the infrastructure.
4. If no platting or infrastructure construction is required, sidewalks must be installed prior to issuance of the final certificate of occupancy of the structure.
5. When sidewalks are required, they shall be built in accordance with the city design criteria manual and standard construction details.
6. Corner lots are required to install sidewalks along each frontage that has an abutting sidewalk.

7. Should an existing sidewalk be removed, the sidewalk must be replaced and built in accordance with the city design criteria manual and standard construction details.

K. *Blocks.*

1. The lengths, widths and shape of blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - b. Requirements as to lot sizes and dimensions.
 - c. Need for convenient access, circulation, control and safety of street traffic.
 - d. Limitations and opportunities of topography.
2. Block lengths (measured along the block-face from intersection to intersection between the nearest two streets, or from center of the cul-de-sac radius to the nearest street intersection).
 - a. Minimum block length shall be not less than 300 feet, except for culs-de-sac which shall have no minimum length.
 - b. Maximum block length for residential: 1,200 feet (see subsection g of this section for culs-de-sac).
 - c. Maximum block length along a major thoroughfare: 1,600 feet, except under special conditions and upon approval of the commission.
3. The commission may approve the creation of blocks which exceed the maximum length if the subdivider can establish that lots fronting thereon will not, as a result of the length of such street, be deprived of a level of public services which would otherwise be afforded to lots on blocks that do not exceed the maximum length. In considering any such application, the commission shall consider measures which would ensure:
 - a. Adequate water pressure for potable water needs and firefighting capabilities;
 - b. The ability of the city to timely provide emergency services;
 - c. That a traffic hazard and/or traffic congestion is not created due to density or number of lots; and
 - d. Alignment of any street with a block length greater than 1,200 feet does not promote excess speed on the street.

In achieving these measures, the commission may require the use of medians, larger lot dimensions, or other alternative solutions deemed appropriate by the commission as may be necessary to satisfy the intent of this section. Each application for an extended block length shall be considered on an individual case-by-case basis, and depending on the particular circumstances surrounding the property in question.
4. The proposed street right-of-way and pavement width shall comply with the requirements of the current design criteria.
5. Temporary turnarounds are to be used where curb and gutter is not installed at the end of a street more than 400 feet long that will be extended in the future, and should be noted thus:

"Crosshatched area in temporary easement for turnaround until street is extended (direction) in a recorded plat."

L. *Street lighting, signage, and signalization.*

1. Street lighting shall be provided in accordance with the city streetlight policy. A proposed street lighting plan shall be indicated on a copy of the final plat of the subdivision. The proposed street lighting plan shall be submitted together with the construction plans for public improvements required by section IV.C.3.b.(1) of this appendix.

2. The developer shall be required to provide and install all traffic signage and signalization determined by the city to be necessary because of the construction of the proposed subdivision. All signs and signals shall be provided in accordance with the state manual of uniform traffic control devices and shall be erected prior to acceptance of the streets by the city.

Section VII. Easements.

- A. *Easements for utilities.* Except where alleys are permitted for the purpose, the city shall require easements of at least ten feet for poles, wires, conduits, storm sewers, gas, water, and wastewater or other utility lines, along all rear lot lines, along side-lot lines if necessary, or in the same or greater widths may be required along the lines of or across lots, where necessary for the extension of existing or planned utilities. All water and wastewater lines shall be located in the street rights-of-way unless agreed to and/or specified by the city.
- B. *Drainage easements.* Where a subdivision is traversed by a watercourse, drainageway, bayou, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourses, and such further width or construction, or both, as will be adequate for the purpose. Parallels streets or parkways may be required in connection therewith. Location and width of drainage easements shall be determined by the commission and shall be in conformity with the city's master drainage plan.
- C. Easement boundaries must be tied by dimensions to all adjacent lot and tract corners. Where the private easement has no defined location or width, an effort shall be made to reach agreement on a defined easement.
- D. Prior to approval of the final construction plans by the city engineer, the subdivider of any subdivision plat wherein public streets or easements are shown crossing private easements or fee strips shall, by letter to the city, assume responsibility for seeing that any adjustments and protection of existing pipelines, electrical transmission lines, or other facilities shall be planned and provided for to the satisfaction of the holder of the private easements or fee strips and the city prior to the filing of the plat for record.
- E. Prior to filing the final plat for record, the following requirements shall be met:
 1. The developer or dedicator of any plat shall obtain from the holder of any private easement or fee strip within the plat, crossed by proposed streets or other public easements, an instrument granting to the public the use of said public streets or easements over and across said private easements or fee strips for construction, operation and maintenance of those public facilities indicated. This instrument shall be delivered with the plat.
 2. The developer shall furnish the commission with a letter from the holder of the private easements or fee strips in question, stating that arrangements for any required adjustments on pipelines, electric transmission lines or other similar facilities have been made to the satisfaction of the holder of the easement.
- F. Sidewalk easements. If sidewalks cannot be placed wholly within the right-of-way and must be placed on private property, easements of the appropriate width shall be required.

Section VIII. Lot design requirements.

A. Lots.

1. The lot size, width, depth, shape and orientation, and the minimum building setback lines, shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
2. Lot dimensions shall conform to the latest zoning ordinance.

3. Corner lots for residential use shall have extra width to permit required building setback from an orientation to both streets.
4. The subdividing of the land shall be such as to provide, by means of a public or private street, each lot with satisfactory access, provided, however, such private streets shall comply with, and are privately maintained to, the requirements for public streets.
5. Double-frontage and reverse-frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages to topography and orientation. A planting screen easement of at least ten feet, and across which there shall be no right of access, shall be provided along the line of the lots abutting such traffic artery or other disadvantageous use.
6. Side lot lines shall be substantially at right angles or radial to street lines.
7. The square footage of each lot shall be labeled on the plat. This can be provided for in a table on the plat.

B. *Building set back lines.* Building setback lines shall conform to the latest zoning ordinance.

C. *Provide required setbacks from pipelines and active wells.*

1. No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution system pipelines as defined in chapter 26 of this Code.

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

D. *Density.* No plat shall be approved for the subdivision of land unless such plat reflects and satisfies the minimum open space (density) requirements for the particular type of development proposed (i.e., single-family, commercial, industrial), as provided in the zoning regulations of the city.

Section IX. Fire prevention and suppression.

These provisions shall be administered in conjunction with the city fire marshal.

- A. The proposed development shall be served by fire suppression facilities at the time of issuance of the first occupancy permit by an approved public water supply system capable of providing fire flow in accordance with the American Water Works Association and National Fire Protection Association (NFPA) standards for that type of development and all other NFPA codes which may be applicable.
- B. Fire protection measures shall be required to progress with construction in planned groups of buildings in accordance with NFPA 1141, Standard for Fire Protection in Planned Building Groups.
- C. Private fire service mains and their appurtenances shall be installed in accordance with NFPA 24 Standard for Installation of Private Fire Service Mains and Their Appurtenances.
- D. If a water supply does not exist, aboveground water storage tanks may be approved as an alternate water supply. Capacity in gallons per minute and duration shall be determined by the developer with approval of the fire marshal department. Calculations shall be stamped and sealed by a licensed, professional engineer.

Section X. Construction plans and specifications.

When a preliminary plat of a subdivision has been approved, the developer shall submit to the city, plans and specifications for all improvements pertinent to said subdivision. All improvements shall be designed and constructed in conformity with the provisions of these regulations and the current design criteria of the city. No construction shall commence prior to compliance with these regulations. It shall be the duty of the subdivider or his engineer to see that this provision is complied with in its entirety.

A. Submittal Requirements.

1. Application
2. Fee (non-refundable)
3. Two complete sets of plans, specifications, and contracts, including performance, payment and maintenance bonds covering said construction, shall be filed with the city. These shall show such features as required by the current design criteria manual including but not limited to the following plans: water, sanitary sewer, stormwater, drainage and detention, streetlight plan, traffic control plan, and street sign plans.

- B. Approval. The city engineer shall, within 30 days of receipt of said plans and specifications, approve same if they conform to the requirements of these regulations and the current design criteria, or disapprove same giving its reasons therefor in writing to the subdivider. Thereafter, when the subdivider has met the objections, if any, the city engineer shall approve the plans and specifications and forthwith deliver same to the subdivider, his agent or his engineer.

Upon approval of the construction drawings by the city engineer, these drawings and specifications shall become the minimum standards required for final acceptance of the subdivision, provided, however, that in the case of conflict where the design criteria impose greater requirements, the design criteria will govern in this deficient specification; all other specifications being the same as had previously been approved by the city engineer.

- C. Inspection Required. All public infrastructure improvements within all of the area of any subdivision or portion thereof given final approval by the commission shall be inspected and accepted by city council before the plat is filed of record.

The subdivider, owner, and the design engineer responsible for the design improvements shall have the obligation upon acceptance of the preliminary plat by the city to grant the city engineer or his authorized representative the right of ingress and egress for the purpose of inspection of the facilities under construction. If at any time during the construction of the proposed improvements the city engineer or his authorized representative finds the improvements not to be in conformance with the plans and specifications of the proposed improvements and the city subdivision ordinance or current design criteria, the city engineer or his representative will hereby be given the authority to cause the subdivider, owner, and the design engineer for the improvements to cease all operations within the property boundaries of the approved plat until all deficiencies are corrected to conform to the city subdivision ordinance and current design criteria.

- D. Final acceptance. The subdivider, owner or his engineer must furnish one certified complete set of as-built drawings on the street, drainage and utilities in the subdivision before final acceptance. The owner and the contractor must furnish to the city, upon final acceptance of the subdivision by the city, a maintenance bond for the duration of one year from the date of final acceptance of the subdivision. The bond shall be for 100 percent of the present worth of the installed utilities.

Section XI. Engineering and construction standards.

- A. Adoption of minimum standards. The city design criteria manual shall provide the city's technical details for infrastructure improvements and shall be updated from time to time and adopted by resolution. The current design criteria for the city for infrastructure improvements shall be complied with in each subdivision before final approval of a plat by the commission. The current approved version shall be kept on file with the city secretary and the city engineer. An electronic version shall be accessible on the city website.

Section XII. Tree preservation, mitigation, and maintenance.

Tree Preservation, Mitigation, and Maintenance regulations located in Appendix C, Zoning Ordinance, Section 8. Supplementary district regulations., I. Landscaping and screening requirements.

Section XIII. – Parks and recreation areas.

A. *Purpose.*

1. This section provides recreational areas in the form of city parks as a function of subdivision development in the city. This section is enacted in accordance with the home rule powers of the city under the state Constitution, and the statutes of the state, including, but not by way of limitation, V.T.C.A., Local Government Code Chapter 212.
2. Park areas shall be recommended by Keep Friendswood Beautiful and shall be shown on an official parks and recreation map for the city, which shall be adopted and may be modified from time to time by the city council. Proposed city parks and recreational areas will be established by review with the developer and city staff at the earliest possible stage of development planning, and a proposed subdivision or development shall be reviewed in its entirety and not by sections or phases.
3. The primary cost of city parks should be borne ultimately by residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. New residents will increase the demands for parks proportionally, and new growth should bear their share of the costs of those facilities. Therefore, the following requirements are adopted to effect the purposes herein stated.

B. *General requirements.* Residentially zoned land, to be used for single-family, townhomes, garden homes, mobile homes, and/or multifamily residential purposes.

1. Whenever a final plat is filed of record with the county clerk for development of a residential area in accordance with the platting and zoning regulations of the city, such plat shall contain a clear fee simple dedication to the city of an area of land for park purposes, which area shall be equal to one acre for each 133 proposed dwellings, based on the proposed subdivision or development in its entirety and not by sections or phases. Any proposed plat submitted to the city for approval shall show the parkland proposed to be dedicated under this subsection. The dedication required by this section may be met by a payment of money in lieu of land when permitted or required by the other provisions of this subsection. The dedication required by this section should be in accordance with goals outlined within the city parks and open space master plan, or be located at the site for an identified existing park.
2. The city council declares that development of an area smaller than five acres for the purpose of a city park is impractical. Therefore, if fewer than 655 dwellings are proposed by a plat filed for approval, the developer shall be required to pay the applicable cash in lieu of land amounts provided by subsection D of this section, rather than to dedicate any land area. In most instances, no plat showing a dedication to the city of less than five acres shall be approved; provided, however, that the city may accept smaller parcels where such proposed dedication is in the best interests of the city, such as when a smaller parcel is adjacent to an existing park or future park site.
3. Developers should evaluate their proposed development and proposed dedication with city staff to ensure that as soon in the development process as possible the land dedicated is usable for city parks purposes.
4. A dedication required by this section shall be made in accordance with subsection D.1. of this section. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, an additional dedication shall be required, and shall be made by payment of the cash in lieu of land amount provided by subsection D of this section.

C. *Timing of dedication or payment of fees in lieu of land.*

1. Parkland shall be dedicated to the city at the time of filing of the final plat of the first phase and section, if a phased development. The dedication shall be made contemporaneously by separate instrument and must be accepted by the city council prior to the filing of the final plat. Lack of acceptance of such dedication shall preclude the filing of the final plat and shall not relieve the subdivider of complying with the requirements of this section. Where a dedication of parkland for the entirety of a phased development is proposed, the parkland shall be shown on the plat, if included within the first phase, and dedicated by separate instrument, or dedicated by separate instrument if located outside of the first phase of development, at the time of filing the final plat for the first section of such phased development.
2. Payment of fees in lieu of land for single family residential developments shall be done at the time of filing of the final plat. Where payment of fees in lieu of land for parks for the entirety of a phased development is planned, such payment may be made in full for all phases of the proposed development at the time of filing of the plat for the first phase, or payment of fees in lieu of land for each section of a phased development may be made at the time of filing of the final plat for each phase or section, at the discretion of the developer.
3. Payment of fees in lieu of land for multi family residential developments shall be done at the time of site plan approval, prior to the issuance of building permits.

D. *Fees in lieu of land.*

1. Any landowner responsible for dedication under this section shall review their proposed development with city staff, including Keep Friendswood Beautiful on recommendation of staff, prior to or simultaneously with making any formal application to the city, for the purpose of evaluating compliance with this section. If no agreement is reached between the developer and city staff, then within 14 days from receipt of a written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer, that recommendation shall be final, subject to the acceptance of such dedication by city council as described in this subsection D. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at its next meeting, and shall make the final decision. This decision is final unless there is a substantial change in conditions. Generally, the landowner will have the option to dedicate land or pay fees in lieu thereof. However, the city expressly reserves the right to require dedication of land rather than accept fees in instances including, but not limited to, the proposed development is adjacent to an existing city park or in areas in which additional parkland is desired.
2. As provided above, any landowner responsible for dedication under this section shall, when permitted, meet the requirements of subsection C of this subsection or this subsection D in whole or in part by a cash payment in lieu of land, in the amount set forth in this section. Such payment in lieu of land shall be made at or prior to the time of final plat approval for city parks as described in subsection C.1. of this section.
3. A per-dwelling unit fee shall be set by resolution and printed in from time to time by the city council, incorporated in the fee schedule, Appendix D to this Code, in amounts sufficient to acquire land and provide for adjacent streets and utilities for a park.

E. *Parkland dedication fund.*

1. There is hereby established a special fund for the deposit of all sums paid in lieu of land dedication under this section or any preceding ordinance, which fund shall be known as the "parkland dedication fund." Funds shall only be released from the parkland dedication fund upon city council approval of a plan to utilize the funds to build or enhance an existing park or purchase land for a future park.
2. The city shall account for all sums paid in lieu of land dedication under this section with reference to the individual plats involved. Any funds paid for such purpose must be expended by the city within ten years after the filing of the final plat, or the filing of the final plat of each

phase or section of the contributing subdivision, if a phased development. If not so expended, the owners of the property beginning on the first day after the expiration of such ten-year period shall be entitled to a pro rata refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one year of entitlement. Such request must be made in writing to the city manager or his/her designee or such right shall be barred.

3. Where funds or a dedication for a phased development have been paid or made for the entire development at one time, and the original developer does not complete all phases of the entire development, credit for such prior dedication or payment shall be applied to subsequent plats for the same land on a pro rata basis. Increased density will require the dedication of additional parkland or payment of additional fees.

F. *Additional requirements.*

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The following characteristics of a proposed area are preferred wherever possible:
 - a. The city reserves the right to decline any dedication of proposed parkland if it is determined to be in the best interests of the city.
 - b. Park sites should preferably be located so that users are not required to cross arterial roadways to access them.
 - c. Sites should be located adjacent to schools, where possible, in order to encourage both shared facilities and the potential co-development of new sites.
 - c. Sites should be located adjacent to a greenbelt system, where possible, so that connections to a trail network may be easily achieved.
 - e. Sites should not have unusual topography which would render the land unusable for organized recreational activities where these activities are necessary to the type of park.
 - f. Sites should have and retain existing trees or other scenic elements.
 - g. Land subject to an easement or a right-of-way shall comprise no more than 25 percent of the total land dedicated under the provisions of this section. In addition, any land that is subject to an easement or a right-of-way and which is dedicated under this section must be contiguous with the other area dedicated to the city and must conform to all other requirements of this section.
 - h. All offers of dedication must be accompanied by a phase one environmental study verifying the absence of conditions which would inhibit or prohibit its future use and development as park facilities.
2. Parks should be easy to access and be open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines should be used in designing parks and adjacent development:
 - a. Where physically feasible, parks should be bounded by streets, or by other public uses (e.g., school, library, recreation center).
 - b. A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions. Street or pedestrian connections to existing and future adjoining subdivisions may be required to provide reasonable access to parks.
 - c. Where a nonresidential use directly abuts a park, the city may require the developer to construct, at his expense, screening of a minimum height of eight feet. The screened area must be landscaped on the park side. Access points from the nonresidential use to the park may be permitted.

- d. Alleys may abut a park, where otherwise allowed by ordinance, but they should not be designed to encourage motorized traffic to the park.
 - e. Streets abutting a park shall be built in accordance with the thoroughfare plan and the standards of this section, provided, however, the city may require any residential street built adjacent to a park to be constructed to collector width to ensure access and prevent traffic congestion, subject to a proportionality review of the impacts generated by the subdivision, provided, further, that the city may enter into a development agreement with the subdivider to share the costs of street construction for abutting streets.
 - f. Wildlife, existing trees and shrubs on the site shall be preserved to the greatest extent practicable.
 - g. A park shall not have impervious cover exceeding 20 percent of the open space area.
3. When parkland is acquired, the city shall reserve sufficient land to provide a minimum of 50 percent of the total street width where a street is required to abut a park.
 4. In all cases, the city shall review and may require modification of the proposed street alignment fronting on city parks and recreation areas. Developers should also provide, where possible, street or pedestrian access to all creeks or drainageways which are maintained by a homeowner association or dedicated as a drainage and floodway easement to the city or the applicable drainage district.
 5. Drainage areas may be accepted as part of a park if the drainage facilities are constructed in accordance with city engineering standards, and if no significant area of the park is cut off from access by such drainage facilities. Where the city has designated a floodplain as part of the city park system, the park design shall provide public access for all areas of the park.
 6. Any parkland proposal considered by the commission under this section shall have been reviewed by the director of community services and his recommendation given to the commission. The commission may make a decision contrary to such recommendation by a simple majority vote.
- G. *Partial credit for land, private parkland, private recreation facilities, or open space.* Keep Friendswood Beautiful, upon an affirmative recommendation of the director of community services, may reduce the amount of parkland to be deeded to the city or reduce the fees in lieu of parkland to be paid to the city as provided below.
1. A reduction from the initial parkland dedication requirement may be made where parkland within the same park area as the subdivision which generates the required conveyance is dedicated for a private park. For purposes of this subsection, the private parkland dedication shall meet the following minimum requirements:
 - a. The park area shall be leveled and seeded by the subdivider to produce green space. The city will determine if the parkland can be left in its natural state;
 - b. The park area shall be located within the subdivision generating the parkland requirements; and
 - c. Restrictive covenants shall be filed of record in the appropriate county providing for the creation and operation of a homeowner association to maintain and improve such private park area, or, in the case of such private park area within a multifamily development, such as an apartment complex, provide for maintenance and improvement by the owners of the multifamily development.
 2. A reduction from the initial parkland dedication requirement may be made for recreational improvements made to private parkland within the same park area as the subdivision which generates the required conveyance. Such recreational improvements to parkland may include, but are not limited to, the following: children's play apparatus, landscaped areas, picnic areas, game court areas, playfields, swimming pools, and recreation center buildings

and facilities. All improvements shall meet the same applicable regulations or codes as for like improvements on public property.

3. A reduction from the initial parkland dedication requirement may be made for common open space, whether public or private, within the subdivision which generates the required conveyance. Such open space may be in the form of greenbelts along creek beds, or around the perimeter of the subdivision, and may include improvements such as hike and bike trails. In no case shall credit be given under this subsection for landscaped or seeded medians. A further reduction may be given where the common open space is linked with undeveloped or developed parkland or other recreational facilities.
 4. In order to receive the credits under subsection G.1., 2., or 3. of this section, the subdivider shall provide documentation to the director of community services at the time of final plat filing sufficient to establish the validity of the estimated costs that will be used to determine the reduction under this subsection. In the event that the developer proposes to construct the improvements at a later date, as in a phased development, the city may require that the developer obtain a surety bond, performance bond, or other form of guarantee that the recreational amenities will be installed within four years from the date of filing of the final plat of the first phase of the phased development. The director of community services shall evaluate the documentation submitted and shall approve the value prior to any reduction being given under this subsection. Credits are cumulative, but in no case shall credits given under this subsection exceed 100 percent of the total dedication of land or fees required for city parks under this appendix. In cases where the estimated costs of the improvements are disputed, the value shall be as finally determined by the director of the community services. If no agreement is reached between the developer and city staff, then within 14 days from receipt of written request by the developer, city staff shall submit the issue to Keep Friendswood Beautiful. If Keep Friendswood Beautiful can reach an agreement with the developer that recommendation shall be final. If Keep Friendswood Beautiful cannot reach an agreement with the developer, the planning and zoning commission shall hear the issue at their next meeting and shall make the final decision. This decision is final unless there is a substantial change in conditions.
 5. A credit may be given of up to 50 percent of the total dedication of land or fees required under this appendix where the developer makes improvements to public parks, as described under subsection G.2. of this section.
 6. Credit for city parks may be based on previously installed amenities within a phased development, where amenities and recreational improvement have been constructed in earlier phases, where no parkland dedication was required, subsequent phases for which park dedication is required, may count those previously installed amenities. Under no circumstances will double credit be given for a previously installed amenity.
- H. *Minimum park improvement standards.* Prior to acceptance by the city and prior to the filing of the final subdivision plat, any parkland dedicated to the city, or developed as a private park for credit against parkland dedication under this section, shall meet the following minimum standards:
1. The public park area shall be leveled and seeded (as deemed necessary by the city) by the subdivider to produce green space prior to the completion of the first phase of the development of the subdivision, if the development is being executed in phases. Existing trees and shrubs on the site shall be preserved to the greatest extent practicable. The subdivider will be responsible for the maintenance of the public park area for a minimum of one year after the completion of the subdivision (or the completion of the final phase or section of the subdivision), at which time the city will assume maintenance responsibilities in the park. The subdivider is also responsible for notifying each homeowner in the subdivision of the existence of any private park area and its conditions of ownership.
 2. Any improvements provided by the developer to parkland shall comply with applicable regulations and codes set forth for such improvements.

Section XIV. - Fees.

- A. *Platting fees.* Subdivision plats submitted to the commission for approval under the method provided for herein shall be accompanied by a check payable to the city according to the fee schedule as set by resolution and printed in Appendix D to this Code.
- B. *Filing fees.* The subdivider shall be responsible for providing the city a check payable to the county in which the final plat is to be filed. The amount shall be determined by the county clerk's office of the appropriate county and shall cover the full cost of filing the plat and any associated documents required as part of the approval issued by the commission.
- C. *Construction plans and specifications review fees.* The city reserves the right to assess fees based upon the actual costs incurred by the city for multiple iterations of reviews of construction plans and specifications as set by resolution and printed in Appendix D to this code.
- D. *Impact Fees.* The City of Friendswood has elected to adopt Water and Wastewater Impact Fees to assist in the financing of Capital Improvements for those systems that are necessitated for growth and development anticipated within the city, as authorized by Chapter 395 of the Local Government Code. The fees are reassessed every five years and are defined in Appendix D to this Code. Fees are payable at the time of building permit issuance.

Section XV. Variances.

- A. The planning and zoning commission may grant a variance to any of the provisions of appendix B, except for requirements in the city's adopted engineering and construction standards, pursuant to the procedures set forth in this section and upon a showing by clear and convincing evidence by the applicant that:
 - 1. There are special circumstances or conditions affecting the property in question;
 - 2. That enforcement of the provisions of this chapter would deprive the applicant of a substantial property right; and
 - 3. That such variance, if granted, would not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.
- B. Each and every application for variance shall be decided solely and entirely on its own merits; neither the lack of enforcement of any ordinance nor the disposition of any prior or pending application for variance may be considered or allowed to affect any decision on the application in question. Pecuniary interests standing alone shall not be justification for the granting of a variance.
- C. The application fee and procedures for a public hearing and provision of notice shall be the same as established by the city for a rezoning request, except that the applicant shall include a copy of this section with any notice that the applicant is required to mail.
- D. The planning and zoning commission may, by affirmative vote of at least three-fourths of its members present and voting, grant a variance to the regulations of appendix B if it finds, by clear and convincing evidence, that all of the following criteria are met:
 - 1. There are unique conditions peculiar to the subject parcel or tract that do not exist on adjacent parcels or tracts;
 - 2. Strict application of appendix B deprives the applicant of rights commonly enjoyed by other land in area or land with similar uses;
 - 3. The variance, if granted, does not frustrate the intent and purpose of appendix B and community, neighborhood, and other applicable land use and development plans, and will not adversely affect property or property values in the vicinity of the subject site;
 - 4. Conditions supporting the granting of the variance request are not self-created by disregard or ignorance of federal, state, or local codes and/or ordinances; and

5. The variance is tailored as narrowly as possible while still granting the relief sought.
- E. Factors that may not be considered to support the granting of a variance include, but are not limited, to the following:
1. Personal and/or economic hardship;
 2. Misrepresentation of property conditions, uses, or regulations by a seller or agent;
 3. Errors made by a surveyor, contractor, or builder; and
 4. Increasing the profit, income, or competitive advantage of the applicant; and
 5. Threats to locate or relocate outside of the city, or cancel or scale back a project, if a variance is denied.
- F. The applicant bears the burden of proof to demonstrate that the requirement(s) of appendix B from which a variance is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the applicant. The applicant shall submit statements, studies, and any other relevant information as may be required by the city planner to substantiate the claim(s) for which a variance is requested. If any information is so required, the application for variance shall be deemed complete only upon the submittal of all such required information. The planning and zoning commission and/or city council during review and consideration of the request may require additional studies or information from the applicant, which additional information must be submitted before any action may be taken on the variance application. The offer or submittal, at any stage of the variance application process, by the applicant of any information that proves to be false shall cause the variance request to be denied. If a variance request is approved based upon information offered or submitted by the applicant, without regard to the applicant's knowledge of the falsity of said information, and subsequent to the approval of the variance the approving authority finds said information to be false by a preponderance of the evidence, the variance shall be considered null and void as of the date of that finding and the approving authority shall reconsider the variance request in light of the corrected information.
- G. The decision of the planning and zoning commission on a variance request may be appealed within 14 days of said decision by filing with the city:
1. The applicant's written appeal; or
 2. A written request by two members of the city council to place consideration of the variance upon the agenda of a city council meeting.
- H. The city council shall decide the appeal at a meeting not later than 45 calendar days after the date on which the appeal is submitted and may, by majority vote of those present and voting, affirm, modify, or reverse the decision of the planning and zoning commission. Such decision of the city council shall be final.

Section XVI. - Conflict with other ordinances.

All ordinances or parts of ordinances inconsistent herewith or in conflict with the provisions of this appendix shall be and the same are hereby repealed.

Section XVII. - Extraterritorial jurisdiction.

- A. The provisions of this appendix are hereby extended in their application to include all of the area within the extraterritorial jurisdiction of the city. The provisions of this appendix shall have the same force and effect within said area of extraterritorial jurisdiction as within the corporate limits of the city, except as provided in subsections b and c of this section.

- B. No violation of any provision of this appendix outside the corporate limits of the city, but within such city's area of extraterritorial jurisdiction, shall constitute a misdemeanor under this appendix, nor shall any fine provided for in this appendix be applicable to a violation within such area of extraterritorial jurisdiction.
- C. In the event any provision of this appendix or revision to same is violated within the area of extraterritorial jurisdiction of the city, and outside its corporate limits, the city may institute any appropriate action or proceedings in the district court to enjoin the violation of such appendix.

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: November 1, 2021

Date submitted: 09/17/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding the repealing of the 2008 Future Land Use Map and adopting a revised Future Land Use Map as part of the City of Friendswood Comprehensive Plan.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

As part of updating the Comprehensive Plan, the Planning Subcommittee decided at the beginning of the year that a good first step would be to update the Future Land Use Map. A schedule to review and update the map and obtain input from the public and other City committees over the course of the year was established.

The draft map and flyer included a QR code by which residents could access a comment box to provide their written comments. During the month of June, the Planning Subcommittee conducted several public outreach efforts regarding the May 2021 version of the Draft Future Land Use Map. On Friday, June 11, Travis Mann, Marcus Perry and Aubrey Harbin attended the concert in the park to provide information and questions. Then, on Saturday, June 12, Thomas Hinckley, Marcus Perry and Aubrey Harbin set up an information booth at the Farmers Market from 9am to noon at Stevenson Park and visited with multiple residents. There was a mix-up in communication, so two Town Hall meetings were held on Tuesday, June 14, at City Hall in the Council Chambers at 6pm and 7pm. Both town hall meetings had great attendance! Approximately 20 people attended to provide their input regarding various subjects. The Information was also on display at the Friendswood Public Library from June 7 through July 2. We also received 4 emails including questions and comments about various properties.

Following input from residents and the public, the Subcommittee made final decisions regarding the draft Future Land Use Map and presented the new draft to the full Commission. The current version being presented is the August 2021 Draft. A complete list of significant changes from the 2008 Future Land Use Map to the current draft version is attached for reference.

Once this map is adopted, it will become the current Future Land Use Map and the Planning and Zoning Commission will continue efforts to update the Comprehensive Plan.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

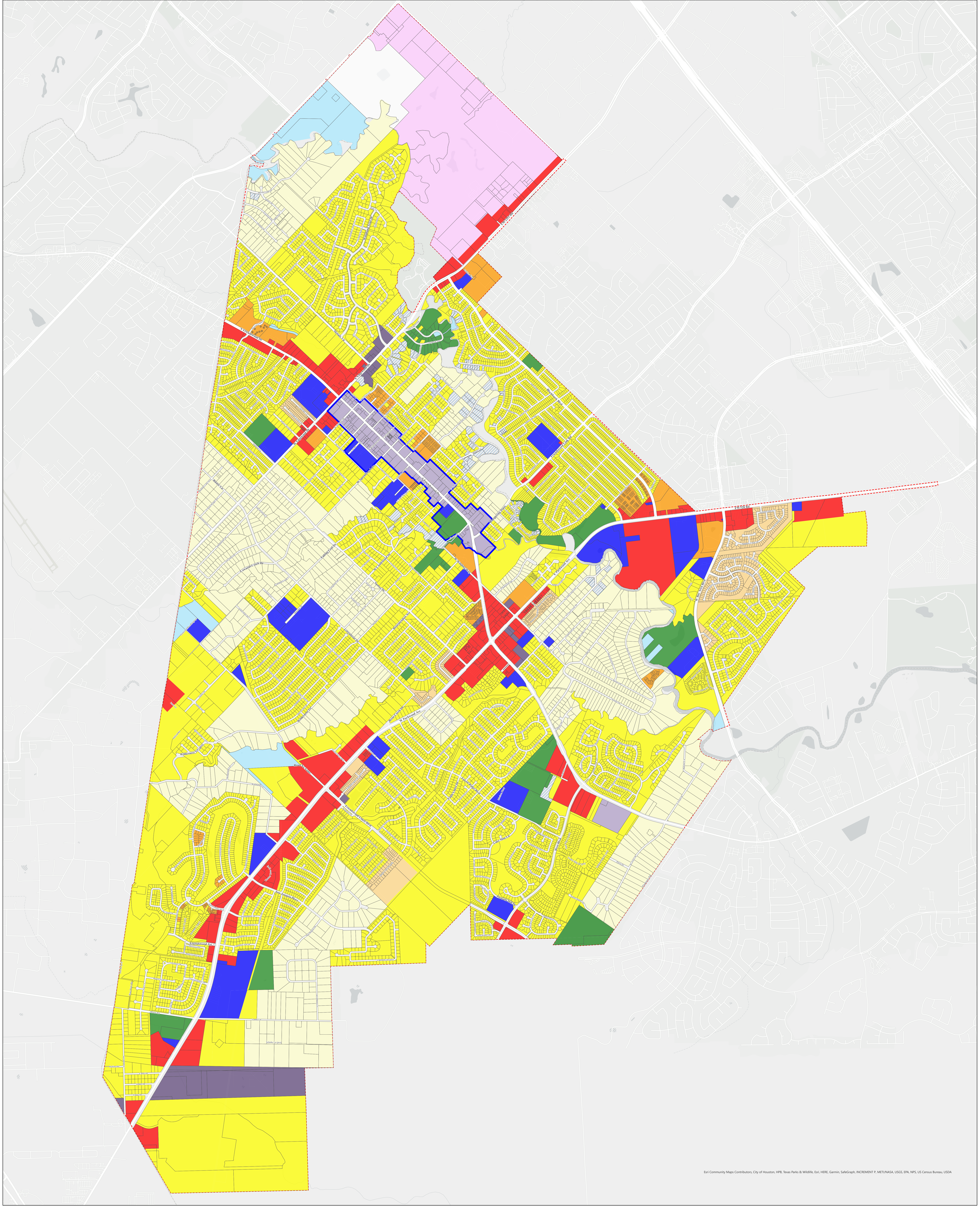
Updating the Future Land Use Map will provide a current guide to staff and developers regarding future development.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the adoption of an updated Future Land Use Map. See attached Recommendation Memo for full recommendation.

ATTACHMENTS

1. Draft Future Land Use Map August 2021
2. Draft Future Land Use Map August 2021 w Notes
3. Future Land Use Map Changes August 2021
4. Timeline to Update Future Land Use Map 2021
5. PZ Rec Memo Future Land Use Map 10-19-2021



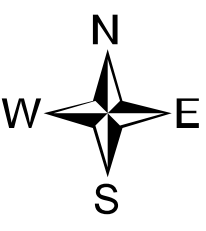
Esri Community Maps Contributors, City of Houston, HPB, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Future Land Use Draft August 2021

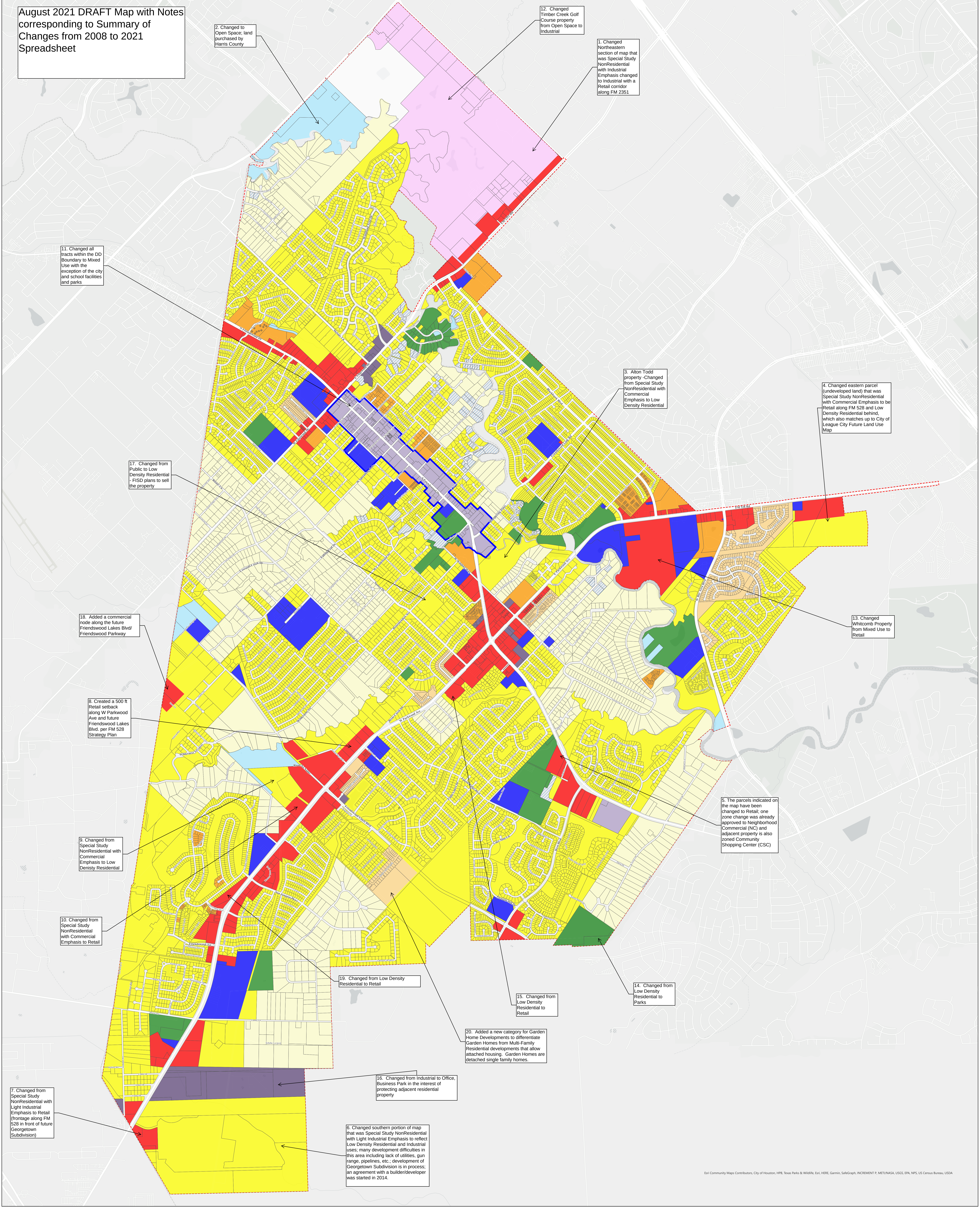
"A comprehensive plan shall not constitute
zoning regulations or establish zoning district boundaries."

- Future Land Use- Proposed 2021
- Low Density
 - Garden Homes
 - High Density Residential
 - Mixed Use
 - Office, Business Park
 - Retail
 - Industrial
 - Parks
 - Public and Semi-Public
 - Regional Detention
 - Bayout Lots
 - Brio
 - Downtown District Outline
 - City Limits



0 0.5 1 2 Miles

August 2021 DRAFT Map with Notes
corresponding to Summary of
Changes from 2008 to 2021
Spreadsheet



Future Land Use Draft August 2021

"A comprehensive plan shall not constitute
zoning regulations or establish zoning district boundaries."

PROPOSED CHANGES TO FUTURE LAND USE MAP

August 2021

Overall changes:

Added statement "A comprehensive plan shall not constitute zoning regulations or determine zoning district boundaries." This is in accordance with LGC 213.005 Notation on Map of Comprehensive Plan.

Changed the color scheme to match standard Land Use map guidelines.

Changed OPD/BP zoned properties to "Office, Business Park" Classification

Separated the previous "Open Space, Floodway, Public" category into four categories:

1. Parks
2. Buyout Lots
3. Regional Detention
4. Public & Semi-Public (schools, churches, city owned facilities)

Removed the Major Thoroughfare Plan layer.

Land use changes from 2008 Future Land Use Map :

1	Changed Northeastern section of map that was Special Study NonResidential with Industrial Emphasis changed to Industrial with a Retail corridor along FM 2351
2	Changed to Open Space; land purchased by Harris County
3	Alton Todd property -1301 S. Friendswood Drive - Changed from Special Study NonResidential with Commercial Emphasis to Low Density Residential; also changed the adjacent small triangle from High Density Residential to Low Density Residential
4	Changed eastern parcel (undeveloped land) that was Special Study NonResidential with Commercial Emphasis to be Retail along FM 528 and Low Density Residential behind, which also matches up to City of League City Future Land Use Map
5	The parcels indicated on the map have been changed to Retail; one zone change was already approved to Neighborhood Commercial (NC) and adjacent property is also zoned Community Shopping Center (CSC)
6	Changed southern portion of map that was Special Study NonResidential with Light Industrial Emphasis to reflect Low Density Residential and Industrial use; many development difficulties in this area including lack of utilities, gun range, pipelines, etc.; development of Georgetown Subdivision is in process
7	Changed from Special Study NonResidential with Light Industrial Emphasis to Retail (frontage along FM 528 in front of future Georgetown Subdivision)
8	Created a 500 ft Retail setback along W Parkwood Ave and future Friendswood Lakes Blvd. per FM 528 Strategy Plan
9	Changed from Special Study NonResidential with Commercial Emphasis to Low Density Residential
10	Changed from Special Study NonResidential with Commercial Emphasis to Retail
11	Changed all tracts within the DD Boundary to Mixed Use with the exception of the city and school facilities and parks
12	Changed from Open Space to Industrial

PROPOSED CHANGES TO FUTURE LAND USE MAP

August 2021

13	Changed from Mixed Use to Retail; several requests to change the zoning over the years to include a residential component has failed.
14	Changed from Low Density Residential to Parks - portion of Lake Friendswood
15	Changed from Low Density Residential to Retail - frontage on FM 528 and in accordance with FM 528 Strategy Plan
16	Changed from Industrial to Office, Business Park in the interest of protecting adjacent residential property
17	Changed from Public to Low Density Residential - FISD plans to sell the property
18	Added a commercial node on the future Friendswood Lakes Blvd/Friendswood Parkway at future Falling Leaf
19	Changed 9.88 acres from Low Density Residential to Retail
20	Added 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.

P&Z Planning Sub-Committee – Update Future Land Use Map

Chairman: Marc Perry – Planning and Zoning Commissioner
Members: Lisa Lundquist, Travis Mann - Planning and Zoning Commissioners
Planning Department: Aubrey Harbin – Director of Community Development/Planner
Abrin Brooks – GIS Coordinator

Objectives:

- Last Update was 2008 – need to establish a plan for updating in the future – 5 years?
- Change color scheme to conform with convention of American Planning Association
- Add note per state law

Steps to Update Map

Jan/Feb	1. 3 Planning Subcommittee meetings to review current Future Land Use Map and create Draft Update of Future Land Use Map • Update color scheme • Generate ideas around certain areas based on best use if land in Friendswood based on three pillars – 50,000 population, 80/20 residential and commercial tax base, and best use of land based on characteristics and surrounding properties
Feb. 25	2. Planning and Zoning Commission review draft map • Discuss and make suggested changes to the map
March	3. Sub-committee to take to Inter & Intra City governmental entities & committees for review and input • Community Economic Development Corporation (CEDC) • Keep Friendswood Beautiful/Parks & Recreation • Friendswood ISD & Clear Creek ISD • Galveston County Consolidated Drainage District (GCCDD) • Developers/Real Estate Groups
April 8	4. Final P&Z Commission Review of Draft Future Land Use Map
May 3	5. Work Session with City Council to review and receive input of Future Land Use Map – Amend Draft Future Land Use Map as per results of Work Session
June	6. Public Review of Draft Future Land Use Map • 4 Quadrants • Town Hall Meeting Format • Social Media (Facebook Page?) • Property Owners
July	7. Final Review of Draft Future Land Use Map with P&Z
August 2	8. Final Work Session with City Council
September	9. Public Hearing & Planning & Zoning Recommendation
October	10. Public Hearing and consideration of 1 st reading of ordinance by City Council

November	11. Consideration of 2 nd reading of ordinance by City Council
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Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner 

Date: October 19, 2021

Re: Repealing the 2008 Future Land Use Map and adopting a revised Future Land Use Map as part of the City of Friendswood Comprehensive Plan

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the adoption of an updated Future Land Use Map.

As part of updating the Comprehensive Plan, the Planning Subcommittee decided at the beginning of the year that a good first step would be to update the Future Land Use Map. A schedule to review and update the map and provide multiple opportunities for the public and other City committees to supply input over the course of the year was established and successfully executed.

In addition to numerous small updates to the Future Land Use Map, the major updates are:

- Added a commercial node on the future Friendswood Lakes Blvd/Friendswood Parkway at its intersection with the future Falling Leaf Drive
- Changed 9.88 acres from Low Density Residential to Retail
- Added 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.

The proposed Future Land Use Map includes:

- Total acreage of the City - 13,226 acres
- Streets - 1,600 acres
- Brio, Buyouts, Parks, Public, Regional Detention - 1,275 acres
- Developable Land - 10,351 acres
- Commercial – 16%
- Residential – 84%

Once the new map is adopted by City Council, it will become the current Future Land Use Map for use by the Commission in updating the Comprehensive Plan and a reference guide to citizens, staff and developers regarding future development.

The Planning & Zoning Commission recommends that City Council adopt the updated Future Land Use Map.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 09/17/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first reading of a proposed ordinance repealing the 2008 Future Land Use Map and adopting a revised Future Land Use Map as part of the City of Friendswood Comprehensive Plan.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

As part of updating the Comprehensive Plan, the Planning Subcommittee decided at the beginning of the year that a good first step would be to update the Future Land Use Map. A schedule to review and update the map and obtain input from the public and other City committees over the course of the year was established.

The draft map and flyer included a QR code by which residents could access a comment box to provide their written comments. During the month of June, the Planning Subcommittee conducted several public outreach efforts regarding the May 2021 version of the Draft Future Land Use Map. On Friday, June 11, Travis Mann, Marcus Perry and Aubrey Harbin attended the concert in the park to provide information and questions. Then, on Saturday, June 12, Thomas Hinckley, Marcus Perry and Aubrey Harbin set up an information booth at the Farmers Market from 9am to noon at Stevenson Park and visited with multiple residents. There was a mix-up in communication, so two Town Hall meetings were held on Tuesday, June 14, at City Hall in the Council Chambers at 6pm and 7pm. Both town hall meetings had great attendance! Approximately 20 people attended to provide their input regarding various subjects. The Information was also on display at the Friendswood Public Library from June 7 through July 2. We also received 4 emails including questions and comments about various properties.

Following input from residents and the public, the Subcommittee made final decisions regarding the draft Future Land Use Map and presented the new draft to the full Commission. The current version being presented is the August 2021 Draft. A complete list of significant changes from the 2008 Future Land Use Map to the current draft version is attached for reference.

Once this map is adopted, it will become the current Future Land Use Map and the Planning and Zoning Commission will continue efforts to update the Comprehensive Plan.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the Future Land Use Map will provide a current guide to staff and developers regarding future development.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the adoption of an updated Future Land Use Map.

ATTACHMENTS

1. Proposed Ordinance 2021-XX Future Land Use Map 2021
2. Exhibit A Future Land Use Map

ORDINANCE NO. 2021-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, PROVIDING FOR THE
ADOPTION OF A NEW FUTURE LAND USE MAP; AND
REPLEALING ORDINANCE 2008-39, PASSED AND
APPROVED ON NOVEMBER 17, 2008; PROVIDING FOR
SEVERABILITY.**

* * * * *

WHEREAS, in 1998, the City of Friendswood adopted a Comprehensive Plan for the City of Friendswood and last updated the Future Land Use Map in 2008 (Ord. 2008-39); and

WHEREAS, one component of the Comprehensive Plan is the “Future Land Use Map”; and

WHEREAS, the City Council of the City of Friendswood deems it in the best interest of the citizens of Friendswood to update the “Future Land Use Map” portion of the Comprehensive Plan; and

WHEREAS, the Future Land Use Map was reviewed by the Planning and Zoning Commission at several meetings, public outreach and multiple work sessions, and the Commission made a recommendation at the regular meeting on October 14, 2021; and

WHEREAS, the Future Land Use Map was reviewed by the Community Economic Development Committee (CEDC) and they provided unanimous support in favor of the map at the regular meeting on September 1, 2021; and

WHEREAS, Texas Local Government Code Chapter 211 requires that zoning regulations be adopted in accordance with a comprehensive plan; and

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

Section 1. The Future Land Use Map , as recommended by the Planning and Zoning Commission, and attached as Exhibit “A” is hereby adopted. An official copy of the “Future Land Use Map” shall be kept on file in the Office of the City Secretary.

Section 2. Ordinance 2008-39 is hereby repealed.

Section 3. That if any provision or section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED and APPROVED on first reading this 1st day of NOVEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED and APPROVED on second and final reading this 6th day of DECEMBER, 2021

MIKE FOREMAN, Mayor

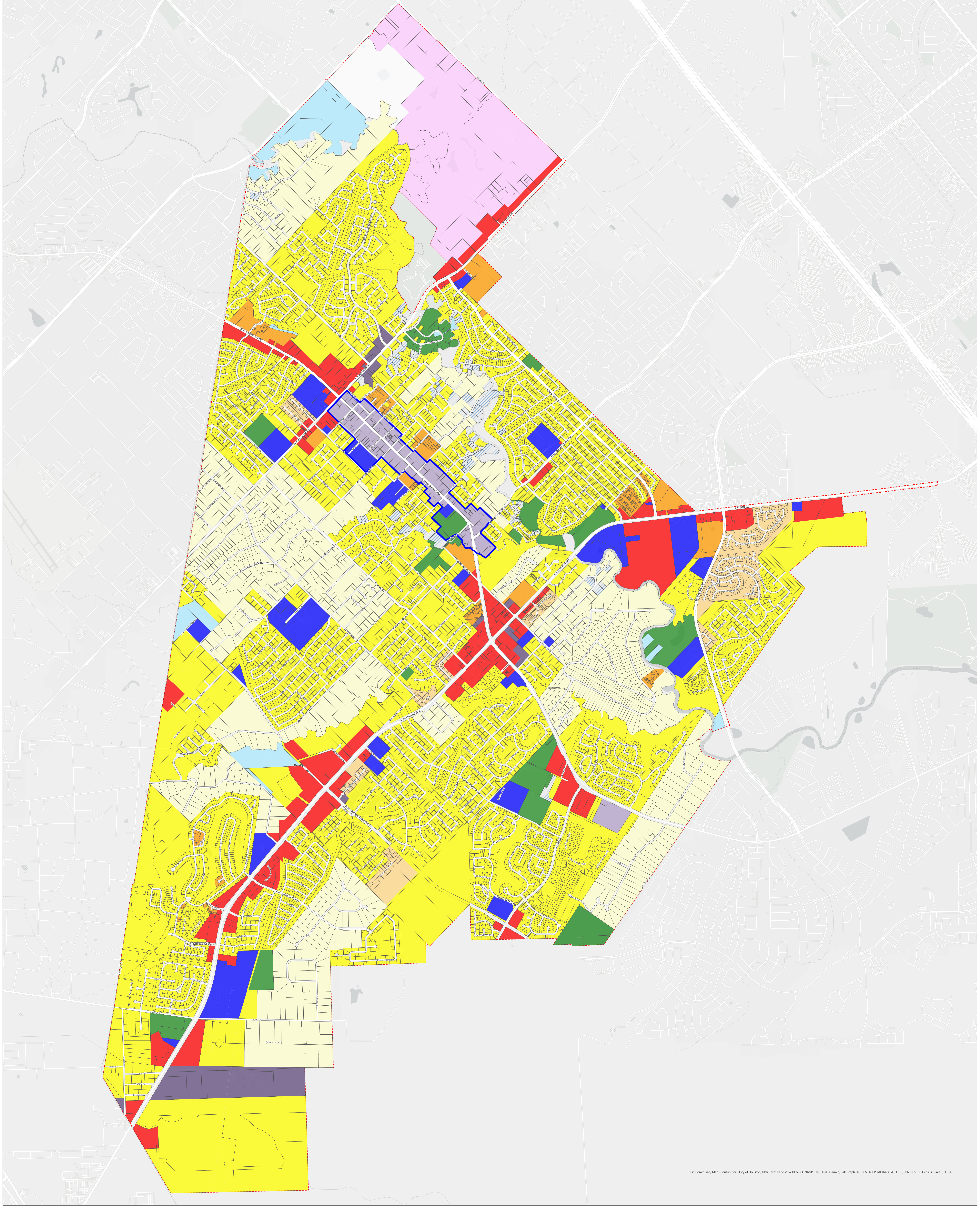
ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT “A”



Eri Community Maps Contributors: City of Houston, HPR, Texas Parks & Wildlife, CONAPP, Eri, HERE, Garmin, SafeGraph, INCREMENT P, METU/NASA, USGS, EPA, NPS, US Census Bureau, USDA



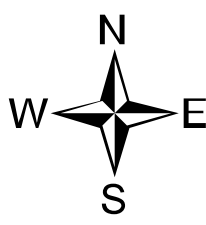
TM

Future Land Use Map

Map was adopted by Ordinance 2021-XX on December 6, 2021.

"A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries."

- Future Land Use- Proposed 2021
- SFR- Estate
 - Low Density
 - Garden Homes
 - High Density Residential
 - Mixed Use
 - Office, Business Park
 - Retail
 - Industrial
 - Parks
 - Public and Semi-Public
 - Regional Detention
 - Bayout Lots
 - Brio
 - Downtown District Outline
 - City Limits



0 0.5 1 2 Miles

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: November 1, 2021

Date submitted: 09/17/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a zone classification change for .8608 acres of land located at 301 Laurel Drive, also known as 161 W. Shadowbend, being Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas, to change from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning of two tracts to Downtown District (DD). These two lots will be combined with several other tracts for a mixed-use development including residential units, a restaurant, a rooftop bar, daily executive conference spaces, a boutique hotel (pending SUP approval), and other amenities to support these uses.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The two subject tracts are located within the Downtown District boundary and are eligible for the DD zoning designation.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change. See attached Recommendation Memo for full recommendation.

ATTACHMENTS

1. Application for zone change 301 Laurel Dr
2. Banfield Office Park Deed 301 Laurel (161 W Shadowbend)
3. Plat_Banfield Office Park
4. Aerial Map_Banfield Office Park
5. Location Map_Banfield Office Park
6. Zoning Map_Banfield Office Park
7. Banfield Zone Change Rezoning Report 2021
8. PZ Rec Memo Banfield Office Park PUD to DD 10-19-2021



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: PUD

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: DD

☐ 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: 301 LAUREL DRIVE, FRIENDSWOOD, TX 77546 (aka 161 W SHADOWBEND)

Platted Land – Plat Name: BANFIELD OFFICE PARK Lot: 1 & 2 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: BANFIELD OFFICE PARK, LLC Phone: (281) 455-1835

Owner's Mailing Address: 161 W. SHADOWBEND AVE., SUITE 100

City: FRIENDSWOOD State: TX Zip: 77546 Fax: _____

Owner's Email Address: brett.b@banfieldco.com

AGENT'S NAME : CLYDE A. TWINE, AIA
PAGE SOUTHERLAND PAGE, INC. Phone: 713-658-2021

Agent's Mailing Address: 1100 LOUISIANA STREET, SUITE ONE

City: HOUSTON State: TX Zip: 77002 Fax: _____

Agent's Email Address: ctwine@pagethink.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: September 13, 2021

Agent's Signature: [Signature] Date: September 13, 2021

Received By: B. Bennett
Date of Public Hearing: 10-14, 11-1
Property Owner Notices: 10-1-2021

Application Number: 2021-0045
Received Date: 9-13-2021
Newspaper Notice: 9-20-2021
Sign on Property: 10-1-2021

**Special Warranty Deed with Vendor's Lien**

Date: March 21, 2007

Grantor: **Banfield Properties, Inc.**, a Texas corporation

Grantor's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Grantee: **Banfield Office Park, LLC**, a Texas limited liability company ✓

Grantee's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration and the execution and delivery of that one certain promissory note of even date executed by Grantee and payable to the order of BFP BAN, LTD., a Texas limited partnership, in the principal amount of One Million Dollars (\$1,000,000). BFP BAN, LTD., at Grantee's request, has paid in cash to Grantor the purchase price of the Property that is evidenced by the note or a portion thereof. The note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of BFP BAN, LTD., and are transferred to BFP BAN, LTD., without recourse against Grantor. The note is also secured by a first-lien deed of trust of even date from Grantee to Stephen C. Paine, trustee.

Property (including any improvements): Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All easements, prior reservations, outstanding oil, gas and mineral interests (including royalties, bonuses, rentals and all other rights in connection with same) shown of record in the office of the County Clerk of Galveston County, Texas, and validly subsisting against the Property.

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 successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the undersigned, except as to the Reservations from Conveyance and the 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 will become absolute.

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

Banfield Properties, Inc., a Texas corporation

By: James A. Banfield, Sr.
James A. Banfield, Sr., President

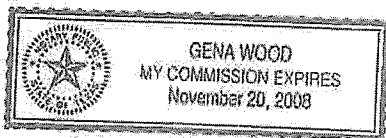
THE STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

This instrument was acknowledged before me on the 21st day of March, 2007, by James A. Banfield, Sr., President of Banfield Properties, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]



Gena Wood

Notary Public in and for
The State of Texas

GENA WOOD

Printed Name of Notary

My Commission Expires: 11-20-2008

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

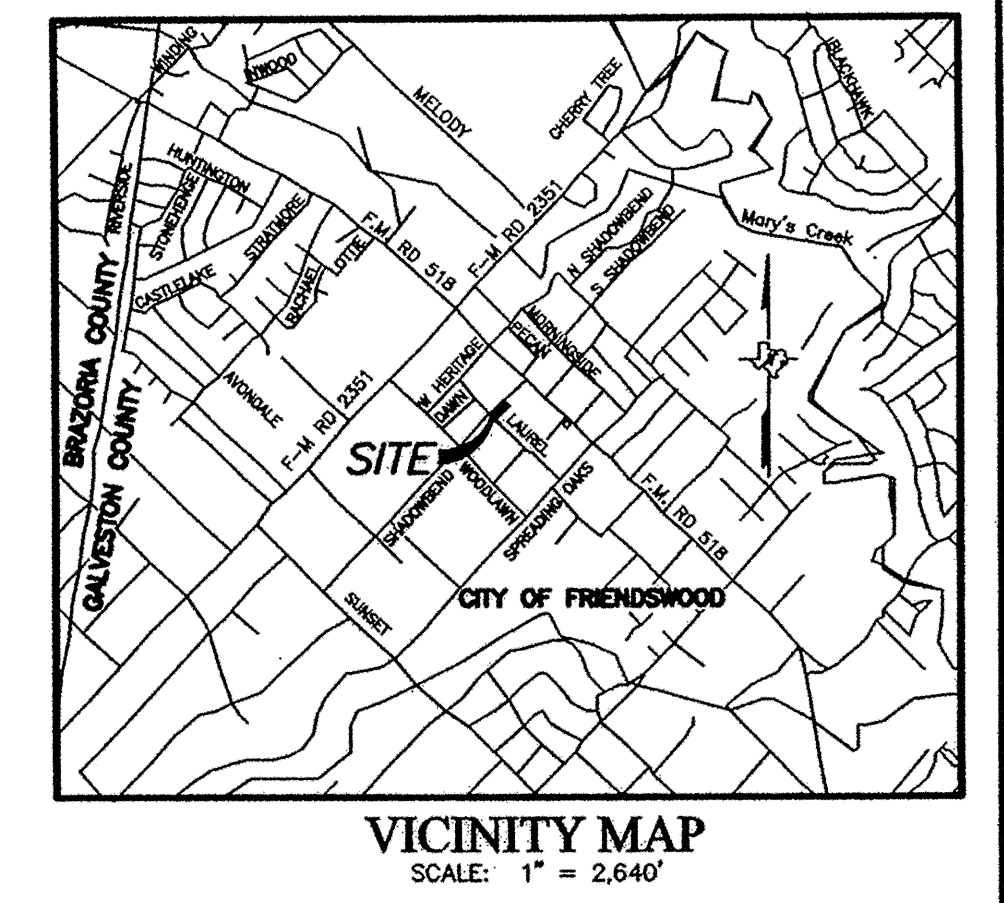
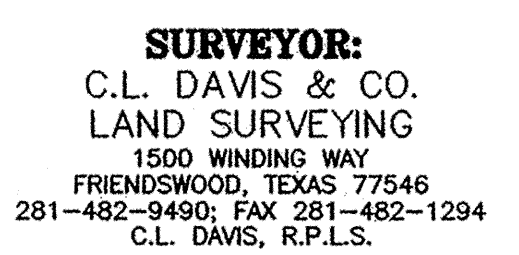
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March 22, 2007 12:20:54

FEE: \$20.00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS



- GENERAL NOTES**
- There are no pipelines or pipeline easements inside the boundary or within 100 feet of the boundary of this plot.
- Drainage easements may be used by any government body for purposes of drainage work.
- All drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility, side lot fences are an exception.
- Subject property shown hereon lies within Zone "X-unshaded", areas determined to be within 500 year floodplain according to the Federal Emergency Management Agency Flood Insurance Rate Map No. 485468 0005 E, dated 09-22-1999. This determination has been made by scaling the property on the referenced map and is not a result of an elevation survey.
- Bench Mark -- NGS Monument "E-459", being a brass disc in concrete located on the northwest side of Briarwood Avenue approximately 18' southwest of F.M. 518 (South Friesdew Drive)
- Elevation 26.34 (1978 ADU.)
- T.B.M. "A" -- Chiseled square on c-inlet located on the southeast corner of Laurel Drive and Shadowband Avenue. (Exact location shown on plot)
- Elevation 28.33
- Abbreviations:
- | | |
|--------------|---|
| U.E. | Utility Easement
(Restricted to electric, telephone, cable & gas facilities) |
| D.E. | Drainage Easement |
| B.L. | Building Line |
| ESMT | Easement |
| D.E.S.I. | Dedicated by Separate Instrument |
| G.C.D.R. | Galveston County Deed Records |
| G.C.M.R. | Galveston County Map Records |
| G.C.O.R. | Galveston County Official Records |
| G.C.C.F. No. | Galveston County Clerk's File Number |
| W.E.S.M. | Temporary Benchmark |
| H.L.A.P.E. | Houston Lighting and Power Easement |
| STM-S.E.S.M. | Storm Sewer Easement |
| W.E.W. | Water Line Easement |
| S.U.S.E. | Subsidence Easement |
| E.E. | Electric Easement |
| F.M.E. | Force Main Easement |
| T.E. | Telephone Easement |
| W.S.E. | Water and Sanitary Easmt. |
| * | Street Light |
- The basis of bearings shown is referenced to the northeast right-of-way line of Laurel Drive to be N 45°00'00" W.
- Buildings, fences or other structures shall not be erected in GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT right-of-ways or drainage easements.
- No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
- Additional drainage easements may be required at the time a drainage plan is submitted to the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT for approval.
- Plantings, flowerbeds, or other landscaping is not permitted in side lot drainage or detention easement.
- There are 0 street lights in this subdivision.
- Sidewalks and ADA ramps are required along all curbs and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision plat. When sidewalks are required they shall be a width of not less than four feet and comply with Federal, State, and Local requirements.
- No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution system pipelines.
- No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structure necessary to operate the well or facility.
- Detention provided offers by GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
- Tract shown hereon subject to PUD Ordinance No. 2006-28

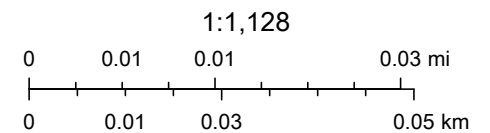
ArcGIS Web Map



Subject Tracts:
301 Laurel (aka 161 W. Shadowbend)
0 W Shadowbend

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 City Limits  Streets  Parcels



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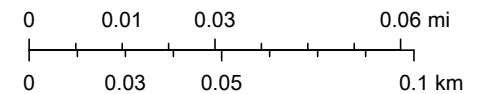
ArcGIS Web Map



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 City Limits  Streets  Parcels

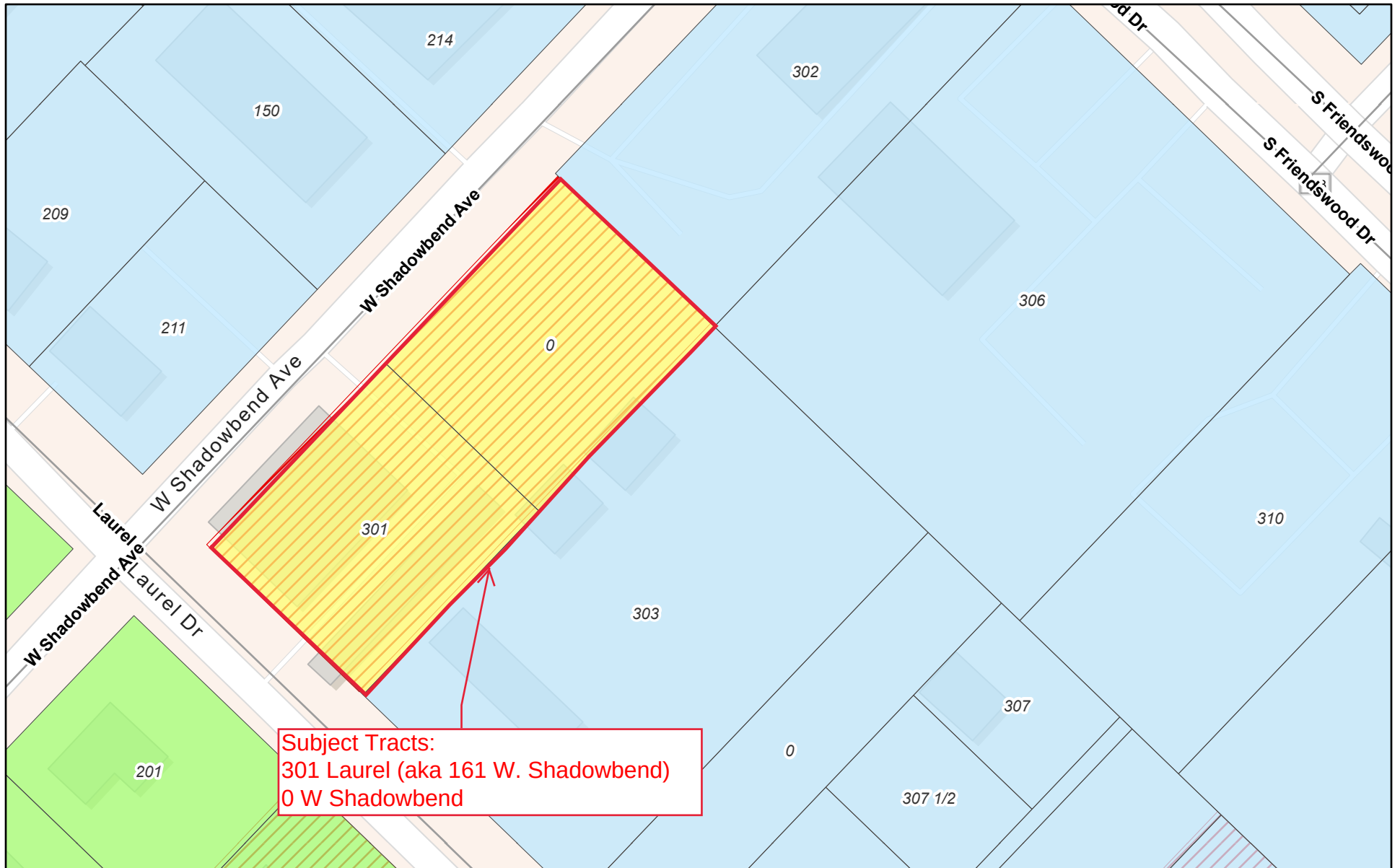
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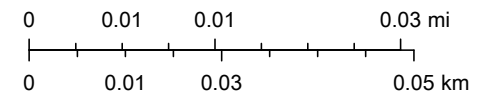
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 City Limits
  Zoning of Parcels
  SFR
 Streets
  DD
  Specific Use Permits
 Parcels
  PUD

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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

Rezoning Report

July 2021

Project: Banfield Office Park

Address: 301 Laurel Drive, also known as 161 W. Shadowbend Ave. and vacant tract known as 151 W. Shadowbend Ave.

Legal: .8953 acres being Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas

Request: Change the zoning from change from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD)

Zoning Ordinance, Appendix C

I. *Downtown District (DD), general purpose and description.* The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.

- a. No residential use shall be allowed on the first floor.

2. See section 8 for supplementary district regulations.

3. Permitted uses. Uses permitted in the DD are set forth in subsection P of this section, permitted use table.

4. Buildings in the DD are encouraged to have exterior cladding of brick, masonry, stone, stucco, glass or lap sided cement fiberboard. Sheet cement fiberboards are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Existing Use/Site Attributes:

The proposed site consists of two lots, one being a vacant tract and the other with an existing building, which was built as an example of what buildings in the Downtown District could look like.



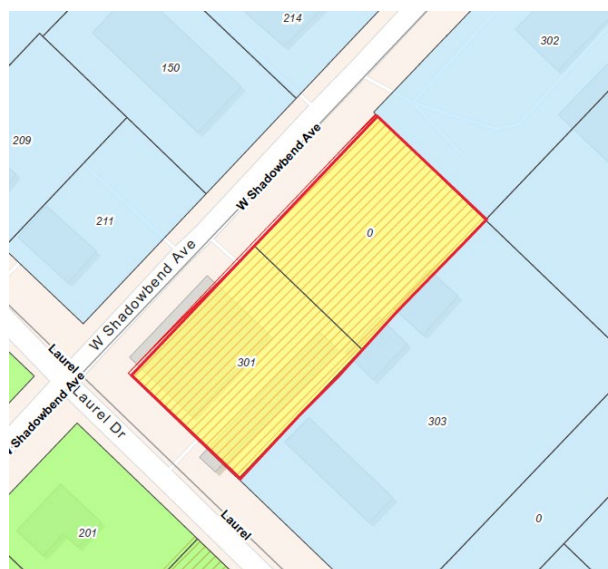
City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Planned Unit Development with a Specific Use Permit (PUD/SUP 2007-03), which allowed for the construction of a second 10,300 square foot building that was never built. Prior to that, the original ordinance 2006-28 changed the zoning from Original Business District (OBD) to Planned Unit Development with a Specific Use Permit for an office park (PUD/SUP 2006-28). This ordinance defined the uses allowed within the PUD and provided approval for the first building (6,312 square feet). Additionally, both tracts are located within the Downtown District Boundary.

Adjacent Zoning/Land Use:

The property is located at the corner of W. Shadowbend Avenue and Laurel. Both tracts have access to both roads.



City of Friendswood Zoning Map

Platting Analysis:

The subject is currently platted as Banfield Office Park (2007) and consists of just the two lots.

Planning Analysis:

The tracts are located within the Downtown District boundary as established in 2007 and amended in 2008.

Notice of the public hearings was published in the newspaper. As of October 1, a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The 2008 Future Land Use Map identifies this property as “Mixed Use.”

Infrastructure/Service Delivery Impacts**Storm Water Management and Floodplain Issues:**

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria. One tract is already developed and was able to benefit from regional detention.

Utilities:

The developer will be required to extend water and sewer infrastructure to the development. Electricity would be provided by Texas New Mexico Power and natural gas services would be provided by Centerpoint.

Access:

The property currently has access to W. Shadowbend Avenue and Laurel. Future development of the tract will require platting and compliance with the Zoning Ordinance and Subdivision Ordinance requirements.

Park/Open Space:

Parkland Dedication is required for residential units, but per the Neighborhood Empowerment Zone, development fees are waived and include parkland dedication fees.

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner 

Date: October 19, 2021

Re: Zone classification change from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD)

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change.

The site consists of two lots, one being a vacant tract and the other with an existing building. The current zoning of the property is Planned Unit Development with a Specific Use Permit (PUD/SUP 2007-03), which allowed for the construction of a second 10,300 square foot building that was never built.

Prior to that, the original ordinance 2006-28 changed the zoning from Original Business District (OBD) to Planned Unit Development with a Specific Use Permit for an office park (PUD/SUP 2006-28) to allow the site to be built as an example of what buildings in the Downtown District could look like. This ordinance defined the uses allowed within the PUD and provided approval for the first building (6,312 square feet).

Additionally, both tracts are located within the Downtown District Boundary. The existing building and uses comply with current Downtown District (DD) regulations. Changing the zoning will allow the property owner to take advantage of other DD benefits such as permit fees being waived.

The Planning & Zoning Commission recommends that City Council approve the subject zone classification change request.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 09/17/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first reading of a proposed ordinance regarding a requested zone classification change for .8608 acres of land located at 301 Laurel Drive, also known as 161 W. Shadowbend, being Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas, to change from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning of two tracts to Downtown District (DD). These two lots will be combined with several other tracts for a mixed-use development including residential units, a restaurant, a rooftop bar, daily executive conference spaces, a boutique hotel (pending SUP approval), and other amenities to support these uses.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The two subject tracts are located within the Downtown District boundary and are eligible for the DD zoning designation.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change.

ATTACHMENTS

1. Ord 2021-xx Banfield Office Park Zone Change MK
2. Exhibit A Banfield Office Park Zone Change

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 .8608 ACRES OF LAND LOCATED AT 301 LAUREL DRIVE, ALSO KNOWN AS 151 AND 161 W. SHADOWBEND, BEING LOTS 1 AND 2, BLOCK 1, BANFIELD OFFICE PARK, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER THE COUNTY CLERK’S FILE SEQUENCE NO. 2007015640, IN THE MAP OR PLAT RECORDS OF GALVESTON COUNTY, TEXAS, TO CHANGE FROM PLANNED UNIT DEVELOPMENT/SPECIFIC USE PERMIT (PUD/SUP) 2007-03 TO DOWNTOWN DISTRICT (DD); 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, Banfield Office Park, represented by Brett Banfield, is the Owner of .8608 acres of land located at 301 Laurel Drive, also known as 151 and 161 W. Shadowbend Ave., being Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk’s File Sequence No. 2007015640, in the Map or Plat Records of 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 from Planned Unit Development with a Specific Use Permit (PUD/SUP 200) 2007-03 to Downtown District (DD); 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 Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD), 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 1st day of NOVEMBER, 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 6th day of DECEMBER, 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: PUD

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: DD

☐ 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: 301 LAUREL DRIVE, FRIENDSWOOD, TX 77546 (aka 161 W SHADOWBEND)

Platted Land – Plat Name: BANFIELD OFFICE PARK Lot: 1 & 2 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: BANFIELD OFFICE PARK, LLC Phone: (281) 455-1835

Owner's Mailing Address: 161 W. SHADOWBEND AVE., SUITE 100

City: FRIENDSWOOD State: TX Zip: 77546 Fax: _____

Owner's Email Address: brett.b@banfieldco.com

AGENT'S NAME : CLYDE A. TWINE, AIA
PAGE SOUTHERLAND PAGE, INC. Phone: 713-658-2021

Agent's Mailing Address: 1100 LOUISIANA STREET, SUITE ONE

City: HOUSTON State: TX Zip: 77002 Fax: _____

Agent's Email Address: ctwine@pagethink.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: September 13, 2021

Agent's Signature: [Signature] Date: September 13, 2021

Received By: B. Bennett
Date of Public Hearing: 10-14, 11-1
Property Owner Notices: 10-1-2021

Application Number: 2021-0045
Received Date: 9-13-2021
Newspaper Notice: 9-20-2021
Sign on Property: 10-1-2021

**Special Warranty Deed with Vendor's Lien**

Date: March 21, 2007

Grantor: Banfield Properties, Inc., a Texas corporation

Grantor's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Grantee: Banfield Office Park, LLC, a Texas limited liability company ✓

Grantee's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration and the execution and delivery of that one certain promissory note of even date executed by Grantee and payable to the order of BFP BAN, LTD., a Texas limited partnership, in the principal amount of One Million Dollars (\$1,000,000). BFP BAN, LTD., at Grantee's request, has paid in cash to Grantor the purchase price of the Property that is evidenced by the note or a portion thereof. The note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of BFP BAN, LTD., and are transferred to BFP BAN, LTD., without recourse against Grantor. The note is also secured by a first-lien deed of trust of even date from Grantee to Stephen C. Paine, trustee.

Property (including any improvements): Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All easements, prior reservations, outstanding oil, gas and mineral interests (including royalties, bonuses, rentals and all other rights in connection with same) shown of record in the office of the County Clerk of Galveston County, Texas, and validly subsisting against the Property.

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 successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the undersigned, except as to the Reservations from Conveyance and the 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 will become absolute.

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

Banfield Properties, Inc., a Texas corporation

By: James A. Banfield, Sr.
James A. Banfield, Sr., President

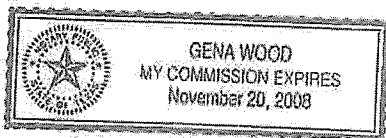
THE STATE OF TEXAS

COUNTY OF GALVESTON

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This instrument was acknowledged before me on the 21st day of March, 2007, by James A. Banfield, Sr., President of Banfield Properties, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]



Gena Wood

Notary Public in and for
The State of Texas

GENA WOOD

Printed Name of Notary

My Commission Expires: 11-20-2008

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

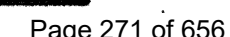
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March 22, 2007 12:20:54

FEE: \$20.00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS



ArcGIS Web Map



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 City Limits  Streets  Parcels

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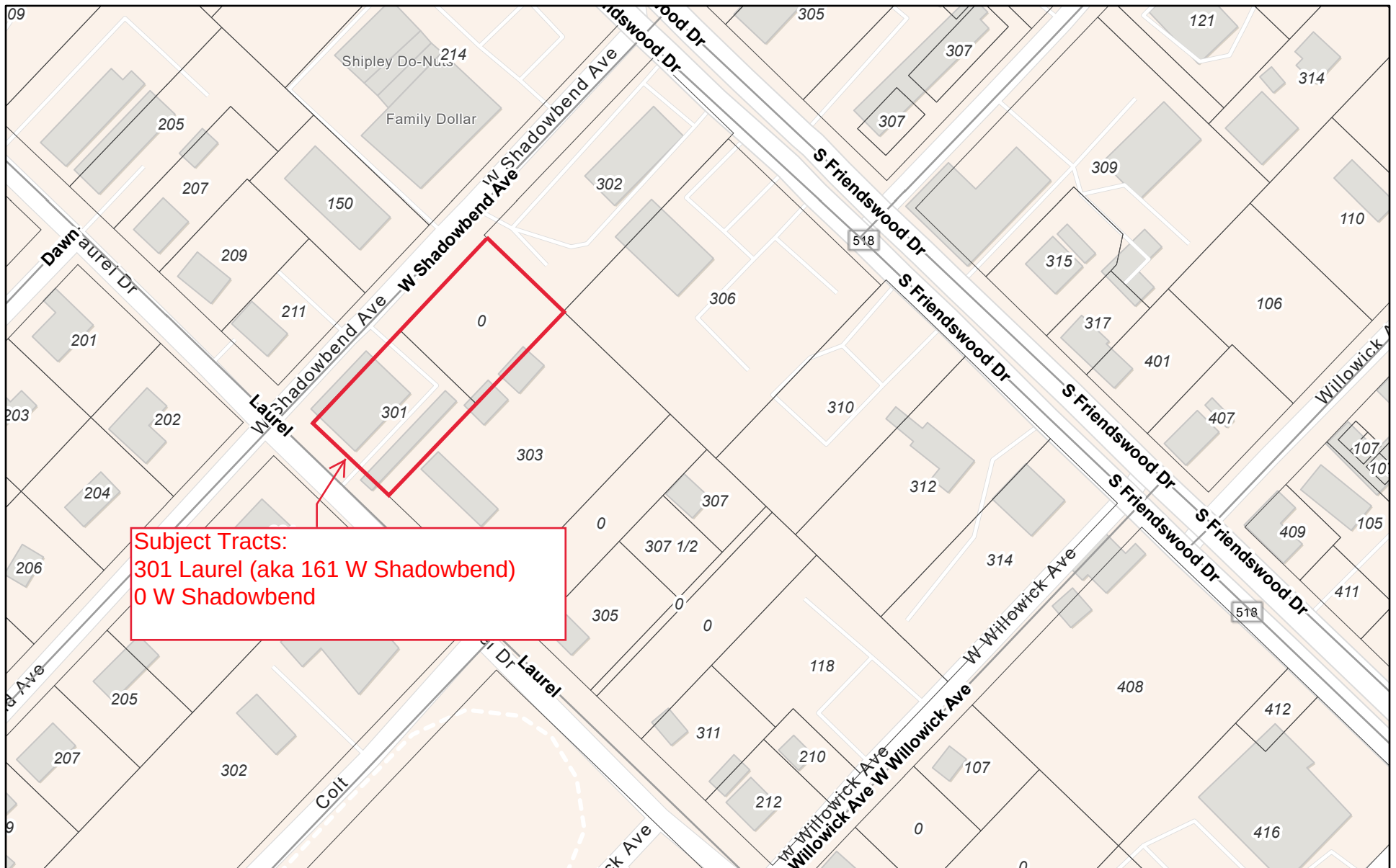
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ArcGIS Web AppBuilder

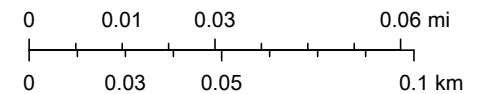
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 City Limits  Streets  Parcels

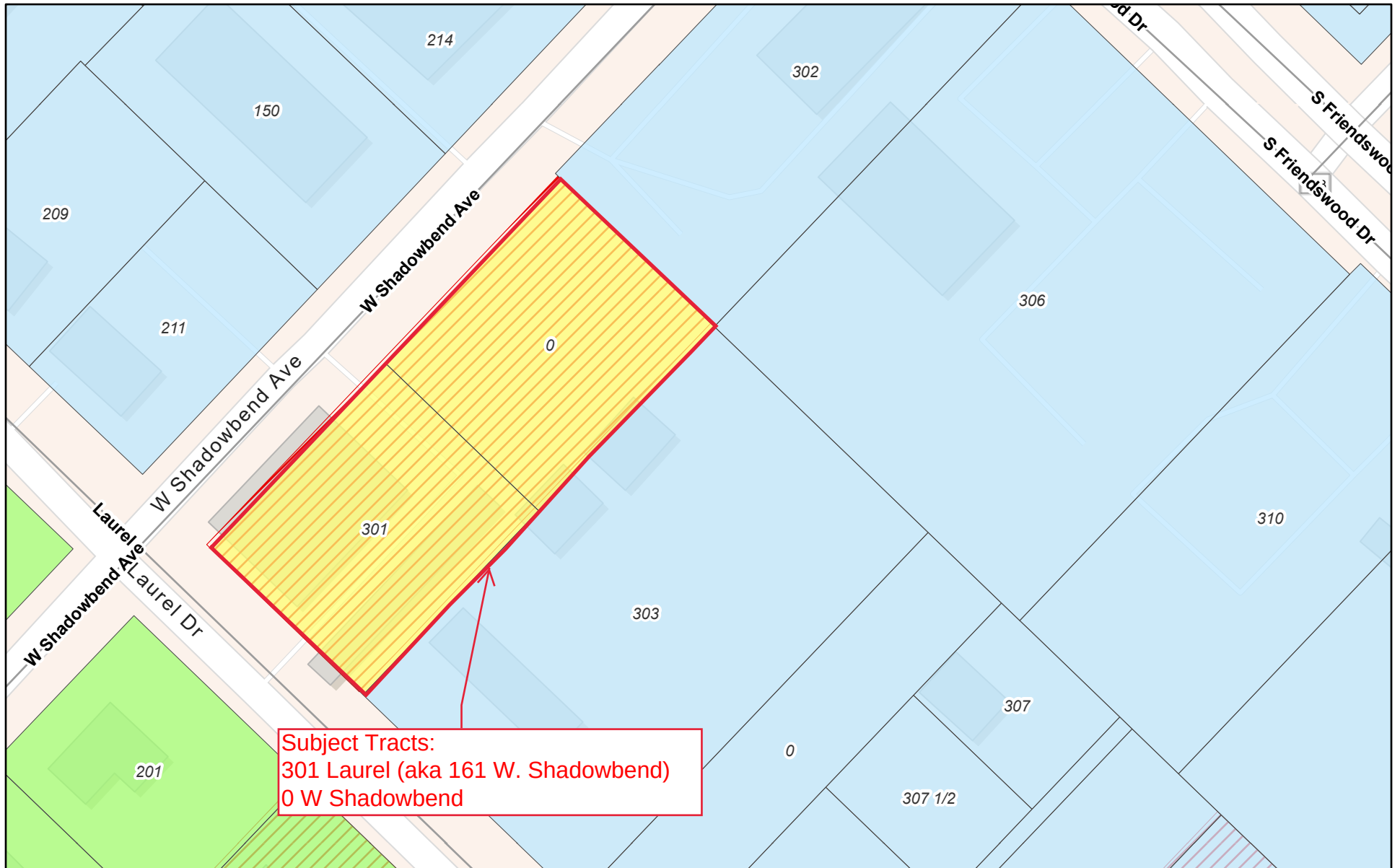
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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

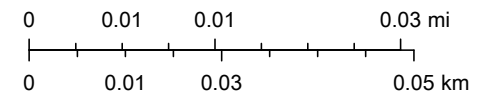
ArcGIS Web Map



9/13/2021, 4:05:26 PM

 City Limits
  Zoning of Parcels
  SFR
 Streets
  DD
  Specific Use Permits
 Parcels
  PUD

1:1,128



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

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: November 1, 2021

Date submitted: 09/20/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a zone classification change for approximately 3.7268 acres located at 306 S. Friendswood Drive and 308 S. Friendswood Drive being 1.666 acres of land known as Reserve A of Friendswood Complex, a subdivision in Galveston County, Texas, according to the map or plat thereof in/under instrument No. 2016031723 of the Official Public Records of Galveston County, Texas; 306 Laurel (aka 161 W Shadowbend Ave) and vacant tract aka 151 W. Shadowbend Ave being .8608 acres known as Lots 1 and 2 of the Final Plat of Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas; and 303 Laurel being 1.2 acres known as Part of Lot Eighteen (18) and all of Lot Nineteen (19), Harvey and Stout Subdivision of Lots Six (6), Seven (7), Eight (8) in Block Two (2) of Friendswood Subdivision in the Sarah McKissick of J.R. Williams League, Galveston County, Texas according to the map or plat thereof recorded in Volume 315, Page 79 in the office of the County Clerk of Galveston County, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The tracts are located within the Downtown District boundary as established in 2007 and amended in 2008. A hotel use is allowed with approval of a Specific Use Permit (SUP). The proposed 30 room hotel room will be supported with 38 parking spaces and incorporated into a full mixed-use development consisting of restaurant and bar, banquet space, roof-top bar, retail, office space, daily executive and conference spaces, parking garage and 30 residential units. The remainder of the development is permitted by right under the Downtown District (DD) zoning and will be subject to site plan approval by the Planning and Zoning Commission.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The downtown district (DD) is intended to create a mixed-use environment based on traditional neighborhood and smart growth standards. It is designed for physical flexibility with zero setbacks and allows for the redevelopment of small, existing tracts. The encouragement of a pedestrian-friendly environment is established by allowing shared parking and on-street parking, as well as sidewalks and street furnishing.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change. See attached Recommendation Memo for full recommendation.

ATTACHMENTS

1. 161 SUP Application
2. Banfield Deeds
3. Plat_Banfield Office Park
4. Plat_Friendswood Complex
5. Aerial Map_One Sixty One Hotel
6. Location Map_One Sixty One Hotel
7. Zoning Map_One Sixty One Hotel
8. One Sixty One Hotel SUP Zone Change Rezoning Report 2021
9. 161 Hotel Project Summary Memo
10. 161 Hotel Plans
11. PZ Rec Memo 161 Hotel SUP 10-19-2021



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: DD

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) #: HOTEL

PROPERTY IDENTIFICATION:

Address: - 306 & 308 SOUTH FRIENDSWOOD DR, FRIENDSWOOD COMPLEX, RESERVE A
- 301 LAUREL DR (aka 161 W SHADOWBEND) - BANFIELD OFFICE PARK, BLOCK 1, LOTS 1 AND 2
- 303 LAUREL DR - ABST 151 S MCKISSICK SUR LOT 19 & N 45 FT OF LOT 18 HARVEY & STOUT
SUB OF BLK 2 FRIENDSWOOD SUB

LAUREL PARK FRIENDSWOOD II, LTD.

OWNER NAME: BANFIELD PROPERTIES, INC., GENERAL PARTNER Phone: (281) 455-1835

Owner's Mailing Address: 161 W. SHADOWBEND AVE., SUITE 100 FRIENDSWOOD, TX 77546

City: FRIENDSWOOD State: TX Zip: 77546 Fax: _____

Owner's Email Address: brett.b@banfieldco.com

CLYDE A. TWINE, AIA

AGENT'S NAME : PAGE SOUTHERLAND PAGE, INC. Phone: 713-658-2021

Agent's Mailing Address: 1100 LOUISIANA STREET, SUITE ONE

City: HOUSTON State: TX Zip: 77002 Fax: _____

Agent's Email Address: ctwine@pagethink.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: September 13, 2021

Agent's Signature: [Signature] Date: September 13, 2021

Received By: B. Bennett

Date of Public Hearing: 10-14, 11-1

Property Owner Notices: 10-1-2021

Application Number: 2021-0046

Received Date: 9-13-2021

Newspaper Notice: 9-20-2021

Sign on Property: 10-1-2021

**Special Warranty Deed with Vendor's Lien**

Date: March 21, 2007

Grantor: Banfield Properties, Inc., a Texas corporation

Grantor's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Grantee: Banfield Office Park, LLC, a Texas limited liability company ✓

Grantee's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration and the execution and delivery of that one certain promissory note of even date executed by Grantee and payable to the order of BFP BAN, LTD., a Texas limited partnership, in the principal amount of One Million Dollars (\$1,000,000). BFP BAN, LTD., at Grantee's request, has paid in cash to Grantor the purchase price of the Property that is evidenced by the note or a portion thereof. The note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of BFP BAN, LTD., and are transferred to BFP BAN, LTD., without recourse against Grantor. The note is also secured by a first-lien deed of trust of even date from Grantee to Stephen C. Paine, trustee.

Property (including any improvements): Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All easements, prior reservations, outstanding oil, gas and mineral interests (including royalties, bonuses, rentals and all other rights in connection with same) shown of record in the office of the County Clerk of Galveston County, Texas, and validly subsisting against the Property.

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 successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the undersigned, except as to the Reservations from Conveyance and the 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 will become absolute.

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

Banfield Properties, Inc., a Texas corporation

By: James A. Banfield, Sr.
James A. Banfield, Sr., President

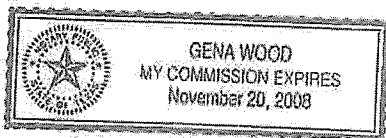
THE STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

This instrument was acknowledged before me on the 21st day of March, 2007, by James A. Banfield, Sr., President of Banfield Properties, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]



Gena Wood

Notary Public in and for
The State of Texas

GENA WOOD

Printed Name of Notary

My Commission Expires: 11-20-2008

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007018587

March 22, 2007 12:20:54

FEE: \$20.00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS

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

THE STATE OF TEXAS

COUNTY OF GALVESTON

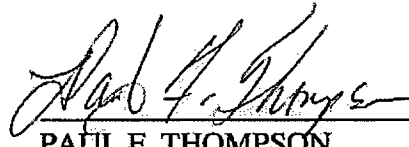
The undersigned, **PAUL F. THOMPSON and wife, SHERRILL A. THOMPSON** (hereinafter called "**Grantors**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantors in hand paid by **LAUREL PARK FRIENDSWOOD, LTD.**, a Texas limited partnership (hereinafter called "**Grantee**"), the receipt and sufficiency of which consideration are hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents do GRANT, BARGAIN, SELL and CONVEY unto Grantee all of the real property located at 303 Laurel in Friendswood, Texas, and more fully described in **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Land**"), together with: (1) all improvements, fixtures, driveways, walkways and buildings located thereon ("**Improvements**"), (2) all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, including all sewer and waste water discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights associated or reserved thereto, all development rights with respect thereto, all mineral, oil and gas and other subsurface rights, if any, all air rights, and (3) all right, title, and interest of Grantors, if any, in and to all strips and gores and any land lying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the "**Real Property**"). The Land and Real Property are hereinafter collectively referred to as the "**Property**."

The warranty contained in this Special Warranty Deed (the "**Deed**") is made by Grantors and accepted by Grantee subject to matters described in **Exhibit "B"** attached hereto and incorporated herein by this reference, but only to the extent the same are valid and subsisting and affect the Property (the matters described on **Exhibit "B"** are hereinafter referred to as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and Grantee's successors and assigns, forever; and Grantors do hereby bind Grantors, and Grantors' heirs and legal representatives, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

All ad valorem taxes and assessments for the Property for the year 2019 have been prorated by the parties hereto as of the effective date of this Deed.

EXECUTED on the date reflected in the notary acknowledgments below, to be effective as of the 8th day of NOVEMBER, 2019.



PAUL F. THOMPSON


SHERRILL A. THOMPSON

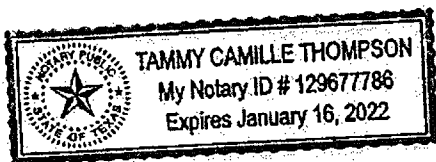
Grantee's Address:
Laurel Park Friendswood, Ltd.
161 West Shadowbend, Suite 100
Friendswood, Texas 77546

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 8TH day of NOVEMBER, 2019, by PAUL F. THOMPSON.

[SEAL]



T. Thompson
Notary Public in and for The State of Texas

Tammy Camille Thompson
Printed Name of Notary

Commission No. 129677786

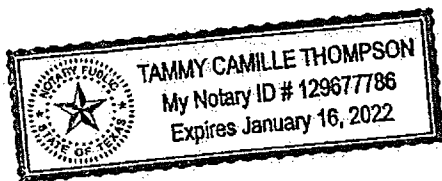
My Commission Expires: 01/16/22

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 8TH day of NOVEMBER, 2019, by SHERRILL A. THOMPSON.

[SEAL]



T. Thompson
Notary Public in and for The State of Texas

Tammy Camille Thompson
Printed Name of Notary

Commission No. 129677786

My Commission Expires: 01/16/22

Exhibit "A"
(Land)

Part of Lot Eighteen (18) and all of Lot Nineteen (19), HARVEY AND STOUT SUBDIVISION of Lots Six (6), Seven (7) and Eight (8) in Block Two (2) of FRIENDSWOOD SUBDIVISION in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, according to the map or plat thereof recorded in Volume 315, Page 78 in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at the West corner of said Lot 18, also being the Northeasterly right-of-way line of Laurel Street;

THENCE South 46° East along the Southwest line of Lots 19 and 18, same being the Northeasterly right-of-way line of Laurel Street, at 130.00 feet passing the South corner of Lot 19, same being the West corner of Lot 18, in all a distance of 175.00 feet to a point for corner in the Northwestern line of a private road;

THENCE North 45° East along the said Northwestern right-of-way line of a private road, a distance of 300.00 feet to a point for corner in the Northeast line of Lot 18;

THENCE North 45° West along the Northeast line of Lots 18 and 19, at 45.00 feet passing the North corner of Lots 18 and the East corner of Lot 19, in all a distance of 175.00 feet to the North corner of Lot 19;

THENCE South 45° West along the Northwest line of Lot 19, a distance of 300.00 feet to the PLACE OF BEGINNING.

Exhibit "B"

Permitted Exceptions

1. Non-participating royalty, on, in and under the land, in all mineral rights thereto, contained in instrument recorded in/under Volume 1045, Page 284, of the Deed Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: 2019062083

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 11/08/2019 3:55PM

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.*

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.

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

FRIENDSWOOD COMPLEX LLC (a/k/a Friendswood Complex, LLC), a Texas limited liability company, whose address is P.O. Box 1488, Friendswood, Texas 77549 ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by **LAUREL PARK FRIENDSWOOD II, LTD.**, a Texas limited partnership, whose address is 161 W. Shadowbend, Suite 100, Friendswood, Texas 77546 ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land (the "**Land**") situated in Galveston County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference for all purposes, together with any and all improvements, fixtures, driveways, walkways and buildings located thereon (the "**Improvements**"), all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, including all sewer and waste water discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights associated or reserved thereto, all development rights with respect thereto, all mineral, oil and gas and other subsurface rights, all air rights and, including, without limitation, any and all of Grantor's right, title, and interest in and to the following (collectively, the "**Related Rights**"): (i) all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Land; and (ii) all existing permits, plans and specifications, architectural and engineering drawings, entitlements, licenses, applications, approvals, and authorizations issued by or submitted to any governmental or quasi-governmental authority in connection with the Land and/or Improvements, including, without limitation, any rights under development agreements, mitigation agreements, utility capacity allocations and other development rights, if any, warranties from contractors, architects and engineers related to the Land and/or Improvements (including, but not limited to licenses, permits, development rights, certificates, variances, consents and similar documents evidencing rights relating to the Land and/or Improvements), all entitlements or development approvals for the Land and/or Improvements, guaranties and indemnities, plans, specifications, drawings, surveys, engineering and other design products, soils (including borings) tests and reports relating to such Land and/or Improvements, surveys and other technical information relating to the Land and/or

1

*Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4*

Chicago Title-Friendswood

GF# CTT21740660

Improvements (if any), certificates of occupancy, and approvals, or similar documents, if any (to the extent assignable). The Land, Improvements and Related Rights are referenced herein, collectively, as the "Property (collectively, the "Property").

This conveyance is made subject to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes, but only to the extent such Permitted Exceptions are valid and relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's 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.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes pertaining to the Property for calendar year 2021 or and subsequent years, there having been a proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

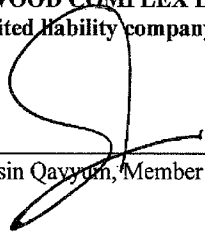
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[GRANTOR'S SIGNATURE AND ACKNOWLEDGEMENT FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of July 30, 2021.

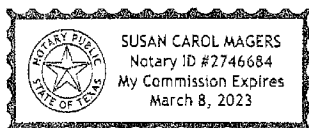
GRANTOR:

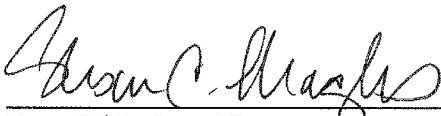
FRIENDSWOOD COMPLEX LLC,
a Texas limited liability company

By: 
Mohsin Qayyum, Member

THE STATE OF TEXAS §
 §
COUNTY OF Galveston §

This instrument was acknowledged before me on July 29, 2021, by Mohsin Qayyum, Member of Friendswood Complex LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

Signature Page

Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4

Exhibit "A"

Legal Description of Land

Reserve "A" of FRIENDSWOOD COMPLEX, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in/under Instrument No. 2016031723 of the Official Public Records of Galveston County, Texas.

Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4

Exhibit A

Exhibit "B"

Permitted Exceptions

1. The restrictive covenants recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas.
2. An electric transmission line easement 5 feet in width, granted to Community Public Service Company as set forth by instrument recorded in Volume 2905, Page 490 (7734351) of the Deed Records of Galveston County, Texas and as shown along the Northeast property line on plat recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas, as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.
3. Utility easement 10 feet wide along the Southwest property line, as created by plat recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas, as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.
4. Electric power line easement 5 feet wide along the Southeast property line, as created by plat recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas, as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.
5. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
6. Building over the 5 foot electric power line easement as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.

Exhibit B

*Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4*

FILED AND RECORDED

Instrument Number: 2021055668

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 07/30/2021 1:08PM

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.*



STATE OF TEXAS
COUNTY OF GALVESTON

I, Mohsin Qayyum, the owner of the tract described in the above and foregoing Plat of FRIENDSWOOD COMPLEX, LLC, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

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

WITNESS my hand in the City of Friendswood, Texas, this 6th day of May, 2016.

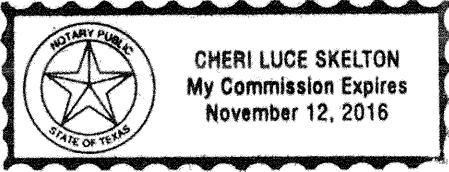
Mohsin Qayyum
Friendswood Complex, LLC

STATE OF TEXAS
COUNTY OF Brazoria

Before me, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein set forth and in the capacity therein stated

GIVEN UNDER MY HAND, AND SEAL OF OFFICE, this 6th day of May, 2016.

Cheri Luce Skelton
Notary's Signature
My Commission Expires 11-12-2016



LIENHOLDERS ACKNOWLEDGMENT AND SUBORDINATION STATEMENT:

I, Jennifer Barker, officer of JPMorgan Chase Bank, NA, holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby in all things as to the date of the execution subordinate to said subdivision the lien against said land owned and held by us.

Witness our hand in the City of Friendswood, Texas, this 10th day of May, 2016.

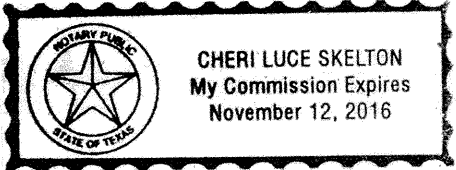
Jennifer Barker
Jennifer Barker
JPMorgan Chase Bank, N.A.

STATE OF TEXAS
COUNTY OF Brazoria

Before me, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein set forth and in the capacity therein stated

GIVEN UNDER MY HAND, AND SEAL OF OFFICE, this 10th day of May, 2016.

Cheri Luce Skelton
Notary's Signature
My Commission Expires



CERTIFICATE FOR PLANNING AND ZONING COMMISSION:

This is to certify that the City Planning and Zoning Commission of Friendswood, Texas has approved this plat and subdivision of Friendswood Complex.

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 26 day of May, 2016.

BY: Becky Summers
Becky Summers
Development Coordinator

BY: David O'Farrell
David O'Farrell
Chairman, Planning and Zoning Commission

CITY ENGINEER CERTIFICATE

I, Patrick G. Donart, P.E., CFM, 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.

Patrick G. Donart
Patrick G. Donart, P.E., CFM
City Engineer/Public Works Director

COUNTY CLERK ACKNOWLEDGMENT STATEMENT:

GALVESTON COUNTY

I, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE

ON _____ 2016, AT _____ O'CLOCK _____ M, AND DULY RECORDED ON _____ 2016, AT _____ O'CLOCK _____ M, INSTRUMENT # _____, GALVESTON COUNTY RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE AT GALVESTON COUNTY, TEXAS THE DAY AND DATE LAST ABOVE WRITTEN.

Dwight D. Sullivan
County Clerk of Galveston County, Texas

BY _____, DEPUTY

GENERAL NOTES:

1. "U.E." - indicates "UTILITY EASEMENT"
2. "B.L." - indicates "BUILDING LINE"
3. "W.L.E." - indicates "WATER LINE EASEMENT"
4. "S.S.E." - indicates "SANITARY SEWER EASEMENT"
5. "A.E." - indicates "AERIAL EASEMENT"
6. "D.E." - indicates "DRAINAGE EASEMENT"
7. "G.C.C.F." - indicates "GALVESTON COUNTY CLERK'S FILE"
8. "G.C.M.R." - indicates "GALVESTON COUNTY MAP RECORDS"
9. "G.C.D.R." - indicates "GALVESTON COUNTY DEED RECORDS"
10. All of the pipeline easements are shown hereon.

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

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

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

14. The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements. Thomas Developers, LLC, shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of Texas New Mexico Power.

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

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

17. Any and all right of way islands located within the boundaries of this plat, even if not shown on the face of the plat, shall be maintained by Thomas Developers, LLC.

18. There are no pre-existing trees within this plat that fit the description found in the section 8.1.f. (3) of the Zoning Ordinance of the City of Friendswood.

19. This boundary survey shall close to within 1:10,000

20. Pipeline right-of-way easement in favor of Phillips Petroleum Company, as set forth in instrument recorded in Volume 983, Page 121, of the Deed Records of Galveston County, Texas, is located within the 50 feet wide Phillips Petroleum Company pipeline easement.

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT NOTES:

1. Buildings, fences or other structures shall not be erected in GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (the DISTRICT) right-of-ways or drainage easements. Furthermore, no permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within said right-of-ways or drainage easements without the approval of the district.

2. The detention facility is to be maintained by the property owner.

3. No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.

4. Additional drainage easements may be required at the time a drainage plan is submitted to the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT for approval.

5. Plantings, flower beds, or other landscaping is not permitted inside lot drainage or detention easements.

6. No building permit shall be applied for until all drainage and detention facilities are constructed, inspected and approved by the DISTRICT.

7. No permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within the detention facility without the approval of the DISTRICT.

Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

Don Bark
Director

4-26-14

David O'Farrell
Director

4-26-16

This is to certify that the above was signed based on the recommendation of the District's Engineer having reviewed all sheets provided and found them to be in general compliance with the District's "Drainage Criteria Manual". This approval is only valid for three hundred sixty-five (365) calendar days. Please note this does not necessarily mean that all of the information provided in this plat has been completely checked and verified. The plat submitted has been prepared, signed, and sealed by a Registered Professional Land Surveyor licensed to practice surveying in the State of Texas, which conveys responsibility and accountability to that Surveyor.

SURVEYOR'S CERTIFICATE:

I, Michael D. Morton, am registered under the laws of the State of Texas to practice the profession of surveying and hereby hereby certify that all bearings, distances, and other associated boundary information on the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest plat subdivision corner; and that all utility companies have been contacted and that the easements shown on the plat constitute all of the easements requested by the utility companies.

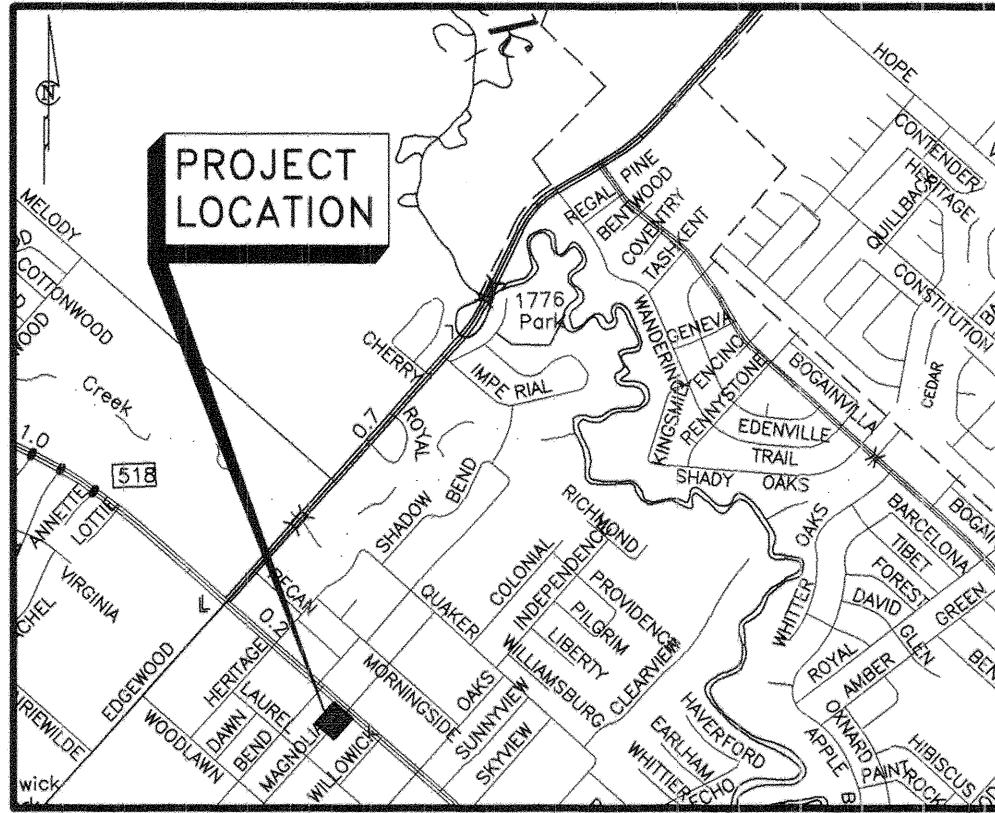
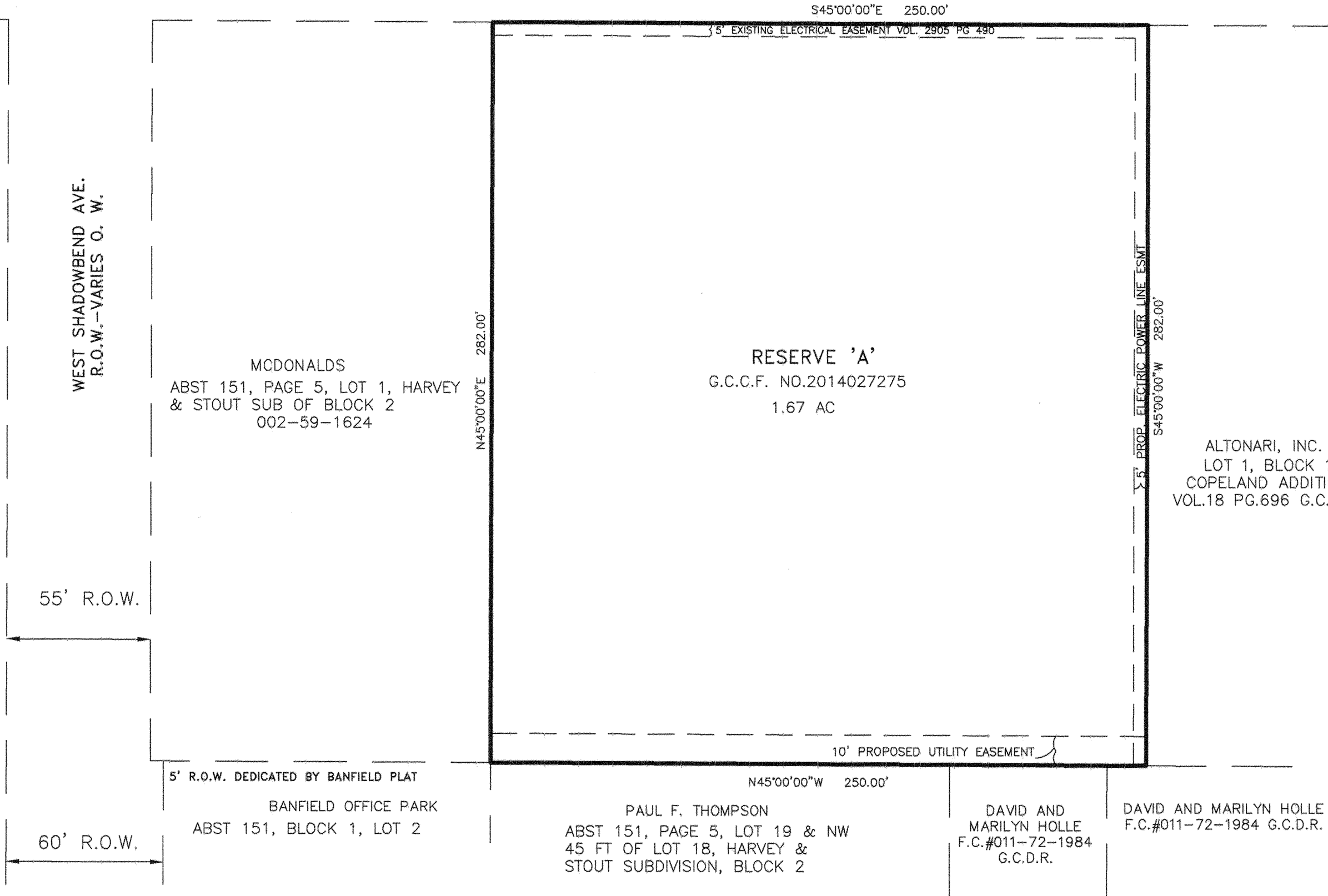
Michael D. Morton

04/05/2016

Michael D. Morton
Registered Professional Land Surveyor No.3686



SOUTH FRIENDSWOOD DRIVE
(F.M. 518)
100' R.O.W.



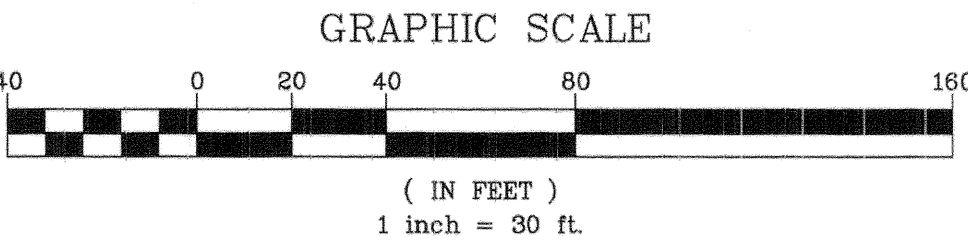
VICINITY MAP
SCALE : 1"=2000'
KEY MAP 656--D

BENCHMARK: ELEVATION: 26.34'

CITY OF FRIENDSWOOD REFERENCE MARK — E-459

PROJECT BENCHMARK: SET 'X'-INLET SITE. ELEVATION: 28.82 FEET

ALTONARI, INC.
LOT 1, BLOCK 1
COPELAND ADDITION
VOL.18 PG.696 G.C.M.R.



**FINAL PLAT
FRIENDSWOOD COMPLEX**

A TRACT OF 1.666 ACRES OF LAND, LOT 2 AND 3, IN THE HARVEY AND STOUT SUBDIVISION, OF LOTS 6, 7, AND 8 INCLUSIVE, IN BLOCK 2 OF FRIENDSWOOD SUBDIVISION, GALVESTON COUNTY, TEXAS, BEING RECORDED IN VOLUME 315, PAGE 79, OF THE COUNTY DEED RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

RESERVE: 1

SCALE: 1"=30'

DATE: April 13, 2016

OWNER: FRIENDSWOOD COMPLEX, LLC
MANAGER: MOHSIN QAYYUM
ADDRESS: PO BOX 890708
HOUSTON, TX 77289
PHONE NO: 630-327-8129



Everest Design Group, LLC

Planning, Engineering, Construction Management
TBPE FIRM NO. F-9440

907 S. FRIENDSWOOD DRIVE, STE 200
FRIENDSWOOD, TX 77546
PHONE: 281-993-3770 FAX: 281-648-2294

Michael Morton

P.O. BOX 410
PEARLAND, TEXAS 77588
Phone: (281) 412-2294 Fax: (281) 412-2314

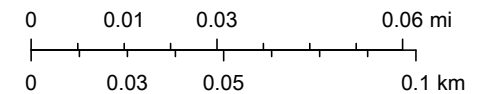
ArcGIS Web Map



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 City Limits  Streets  Parcels

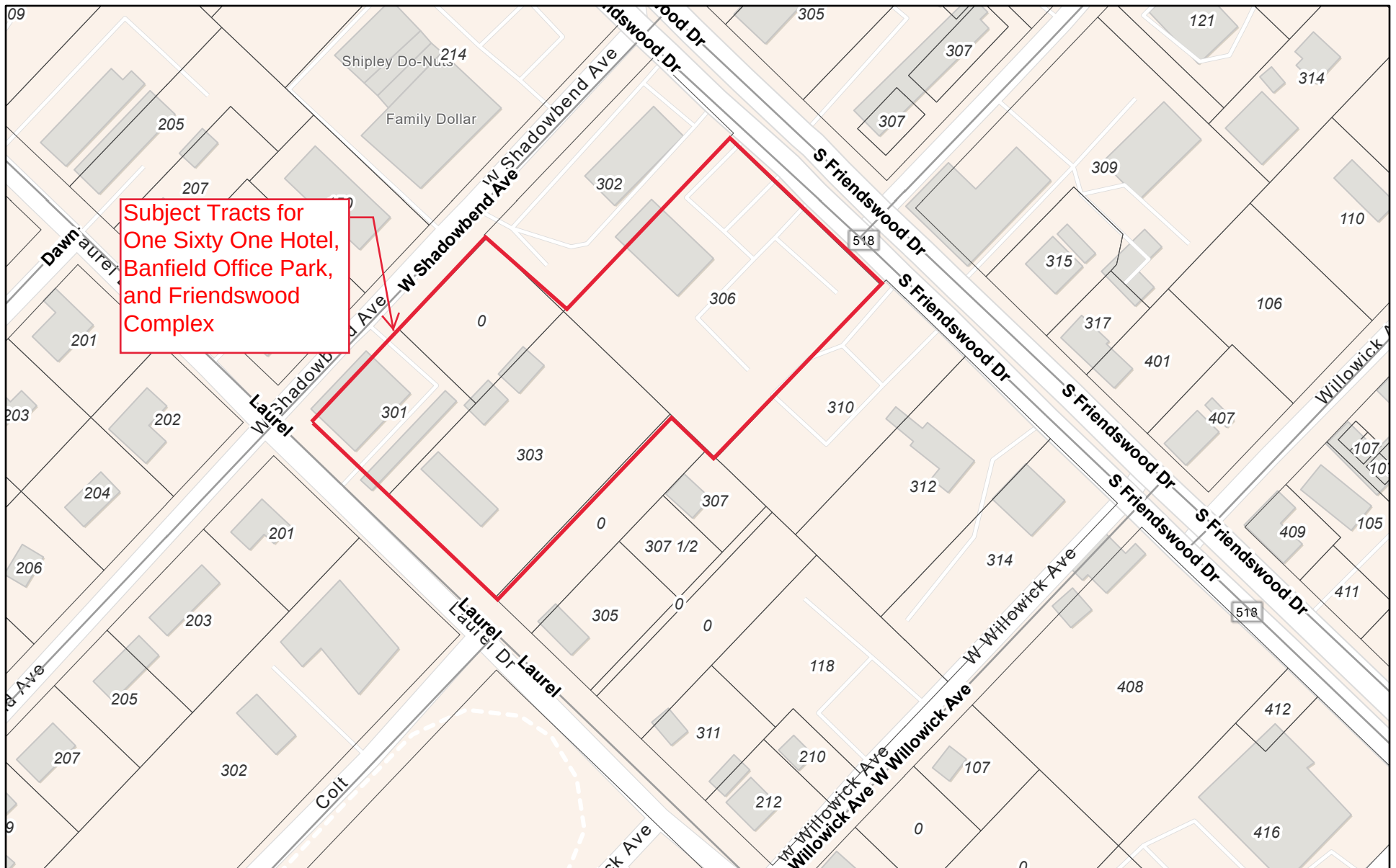
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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

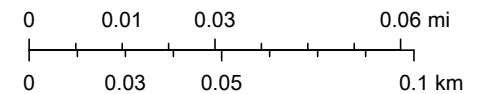
ArcGIS Web Map



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 City Limits  Streets  Parcels

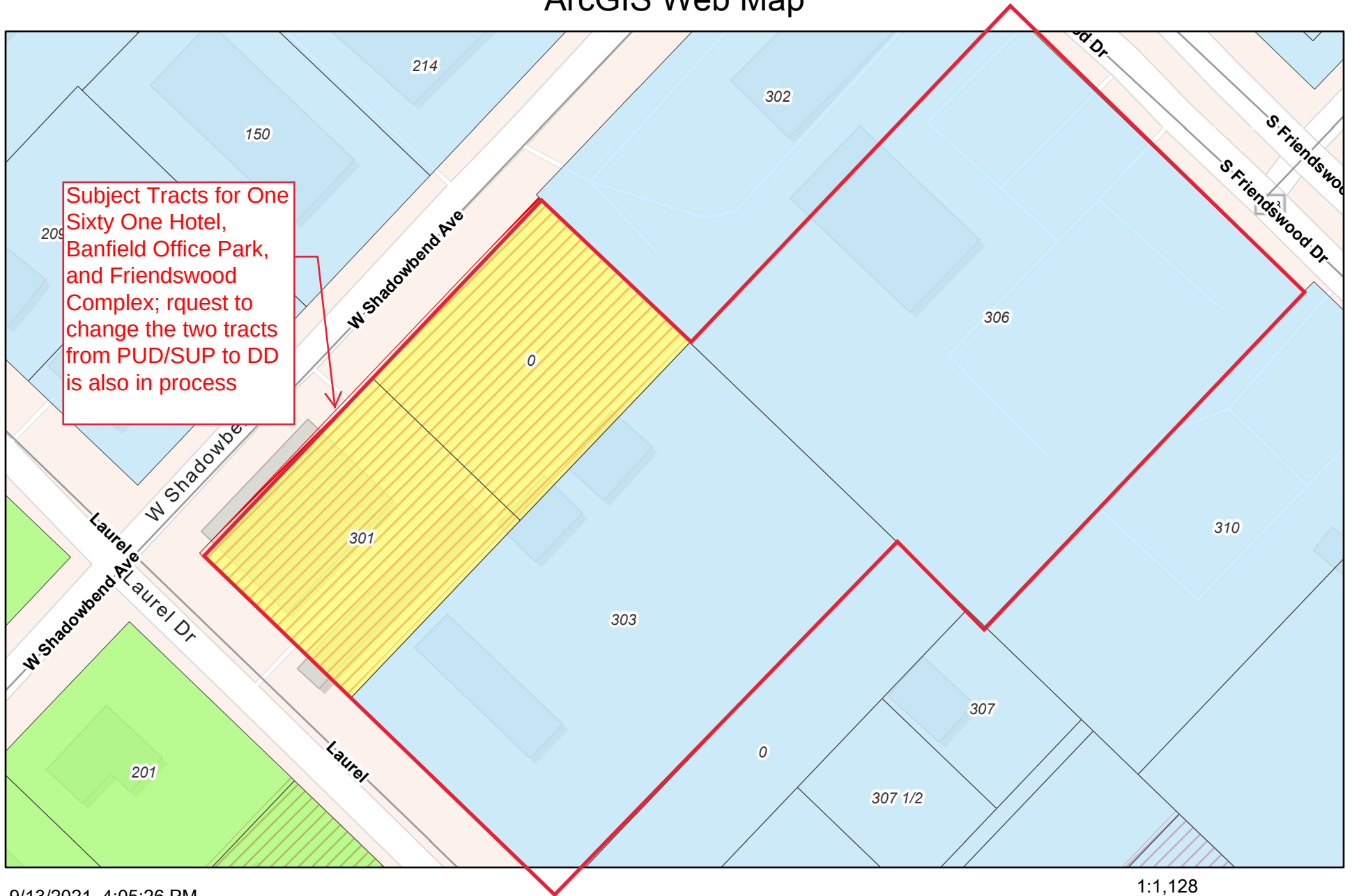
1:2,257



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

ArcGIS Web Map



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 City Limits
  DD
  SFR
 Streets
  PUD
  Specific Use Permits
 Parcels

1:1,128

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

Rezoning Report

September 2021

Project: One Sixty One Hotel

Addresses: 306 S. Friendswood Drive, 308 S. Friendswood Drive, 301 Laurel Drive (aka 161 W Shadowbend Ave), vacant tract aka 151 W Shadowbend Ave, and 303 Laurel Drive

Legal: 306 S. Friendswood Drive and 308 S. Friendswood Drive – 1.666 acres of land known as Reserve A of Friendswood Complex, a subdivision in Galveston County, Texas, according to the map or plat thereof in/under instrument No. 2016031723 of the Official Public Records of Galveston County, Texas

306 Laurel (aka 161 W Shadowbend Ave) and vacant tract aka 151 W. Shadowbend Ave - .8953 acres known as Lots 1 and 2 of the Final Plat of Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas

303 Laurel – 1.2 acres known as Part of Lot Eighteen (18) and all of Lot Nineteen (19), Harvey and Stout Subdivision of Lots Six (6), Seven (7), Eight (8) in Block Two (2) of Friendswood Subdivision in the Sarah McKissick of J.R. Williams League, Galveston County, Texas according to the map or plat thereof recorded in Volume 315, Page 79 in the office of the County Clerk of Galveston County, Texas

Request: Request for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel); 30 rooms and supported by 38 parking spaces

Zoning Ordinance, Appendix C

G. Specific use permits.

1. *Purpose. This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.*

...

5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
 - h. That the proposed use is in accordance with the comprehensive plan.
6. *Additional conditions.* In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.
7. *Time limit.* A specific use permit issued under this section shall expire two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. However, where the development is based on a long-term, multi-phased master plan, the specific use permit issued under this section shall have no expiration date. Further, any substantive change to the master plan shall require an amendment to the specific use permit.
8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
 - a. The specific use permit was obtained or extended by fraud or deception; or
 - b. That one or more of the conditions imposed by the permit has not been met or has been violated.
9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.

Existing Use/Site Attributes:

The proposed site consists of four tracts of land, two having existing buildings on them and two being vacant tracts.



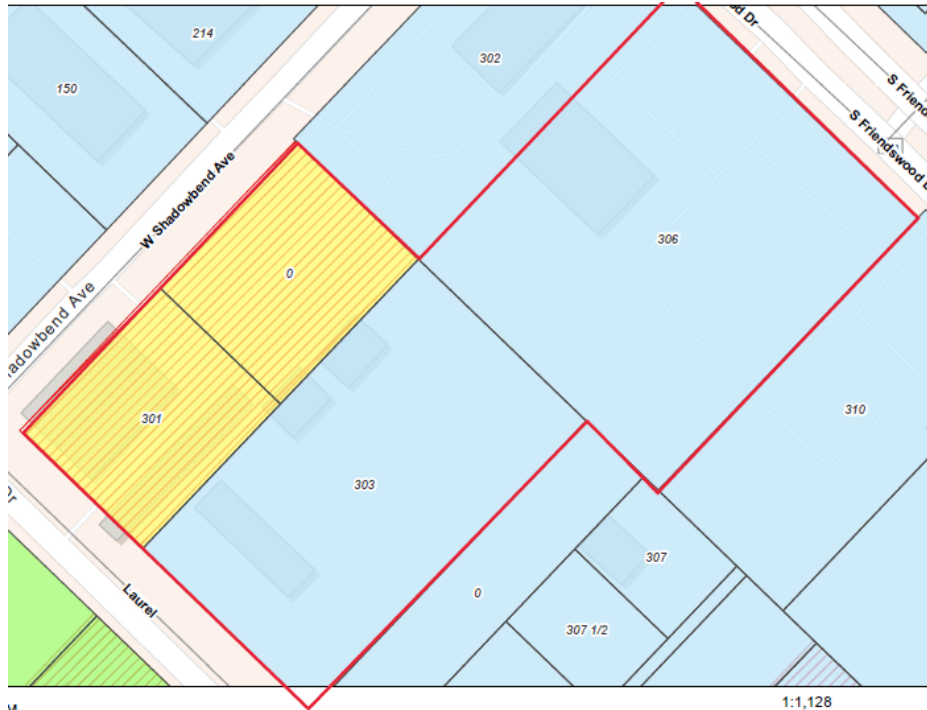
City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Planned Unit Development with a Specific Use Permit (PUD/SUP 2007-03), which allowed for the construction of a second 10,300 square foot building that was never built. A request to change the zoning of these two lots from PUD/SUP to Downtown District (DD) is in process. The remainder of the properties are already zoned Downtown District (DD).

Adjacent Zoning/Land Use:

The property is located at 306 S. Friendswood Drive, but also has frontage on W. Shadowbend Avenue and Laurel. Surrounding properties are zoned Downtown District (DD).



City of Friendswood Zoning Map

Platting Analysis:

The subject is currently platted as Banfield Office Park (2007) which consists of just the two lots; Friendswood Complex which is one lot with two buildings. 303 Laurel is unplatted land. The property owner will replat the properties to combine them into one tract.

Planning Analysis:

The tracts are located within the Downtown District boundary as established in 2007 and amended in 2008. A hotel use is allowed with approval of a Specific Use Permit. The proposed 30 room hotel room will be supported with 38 parking spaces and incorporated into full mixed-use development consisting of restaurant and bar, banquet space, roof-top bar, retail, office space, daily executive and conference spaces, parking garage and 30 residential units.

Notice of the public hearings was published in the newspaper. As of October 1, a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The 2008 Future Land Use Map identifies this property as “Mixed Use.”

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria. One tract is already developed and was able to benefit from regional detention.

Utilities:

The developer will be required to extend water and sewer infrastructure to the development. Electricity would be provided by Texas New Mexico Power and natural gas services would be provided by Centerpoint.

Access:

The property currently has access to S. Friendswood Drive, W. Shadowbend Avenue and Laurel. Future development of the tract will require platting and compliance with the Zoning Ordinance and Subdivision Ordinance requirements.

Park/Open Space:

Parkland Dedication is required for residential units, but per the Neighborhood Empowerment Zone, development fees are waived and include parkland dedication fees.

Memo

To Becky Bennett, Development Coordinator Aubrey Harbin, Director of Community Development/Planner City of Friendswood 910 S Friendswood Dr., Friendswood, Texas 77546	Project One Sixty One Hotel Development 306 S Friendswood Dr. Friendswood, Texas 77546
From Clyde A. Twine, AIA Associate Principal, Senior Project Manager Page 1100 Louisiana, Suite One Houston, Texas 77002 713-658-2021	Project No. 420062 Date 20 September 2021
Subject Overall Development Summary	Copies 1 ☐ [File] ☒ [Recipient] ☒ Owner (1 Copy)

Aubrey,

Per your request, below is a summary of the One Sixty One development components (all square footages shown are approximate):

1. Boutique Hotel (pending P&Z and CC approval) - 30 rooms
2. High-end Residential Lease Units - 30 units with a mixture of one & two bedrooms; sizes will range from 790sq.ft. to 1,400 sq.ft.
3. Restaurant 5,300 sq.ft.
4. Banquet Room - 2,000 sq.ft. with 870 sq.ft. of attached outdoor area
5. Rooftop Green Space (accessible to the public) - 6,000 sq.ft.
6. New Permanent office space - 4,700 sq.ft.
7. Daily Executive & Conference spaces - 1,500 sq.ft.
8. Media/Theatre Room - 25 to 30 seats
9. Multi-purpose Parking Garage
 - a. Level 1 - Restaurant, Banquet Room, and storage & development support space
 - b. Level 2
 - c. Level 3/Rooftop - Parking and Rooftop Green Space
 - d. Exterior facades of Garage will be screened with landscaping
10. Pedestrian orientated development with numerous courtyards, green space, and permeable driveways and walkways.
11. The recently acquired 3 existing buildings located on S. Friendswood Dr. will be remodeled/updated to the new standards of One Sixty One and brought into the development to create a 5.5-acre business & leisure district, within the Downtown District.
 - a. Specifically, the existing "Friendswood Grocery" building at 214 S. Friendswood Dr. will be extensively remodeled on the exterior to attract higher end retail and additional dining and leisure businesses.
 - b. The existing two commercial buildings at 306 S. Friendswood Dr. will also undergo an exterior remodel.
 - c. The parking lots of both properties will also be reconfigured to achieve a more efficient layout and will receive additional landscaping features.

End of Memo



Page Project No. 420062
Planning and Zoning Review
2021 09 13

REVISED 2021 09 20



One Sixty One Hotel

306 S Friendswood Drive
Friendswood, TX 77546



Page Southernland Page, Inc.

1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

TEL 713 871 8484
FAX 713 871 8440

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CIVIL
GREY WOLF ENGINEERS INC.
11806 BRYDAN STREET
CYPRESS, TX
77429
281-543-1138

STRUCURAL
SCA
12511 EMILY COURT
SUGAR LAND, TX
77478
713-779-7252

LIGHTING
G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX
77009
713-489-5111

FOR REVIEW ONLY

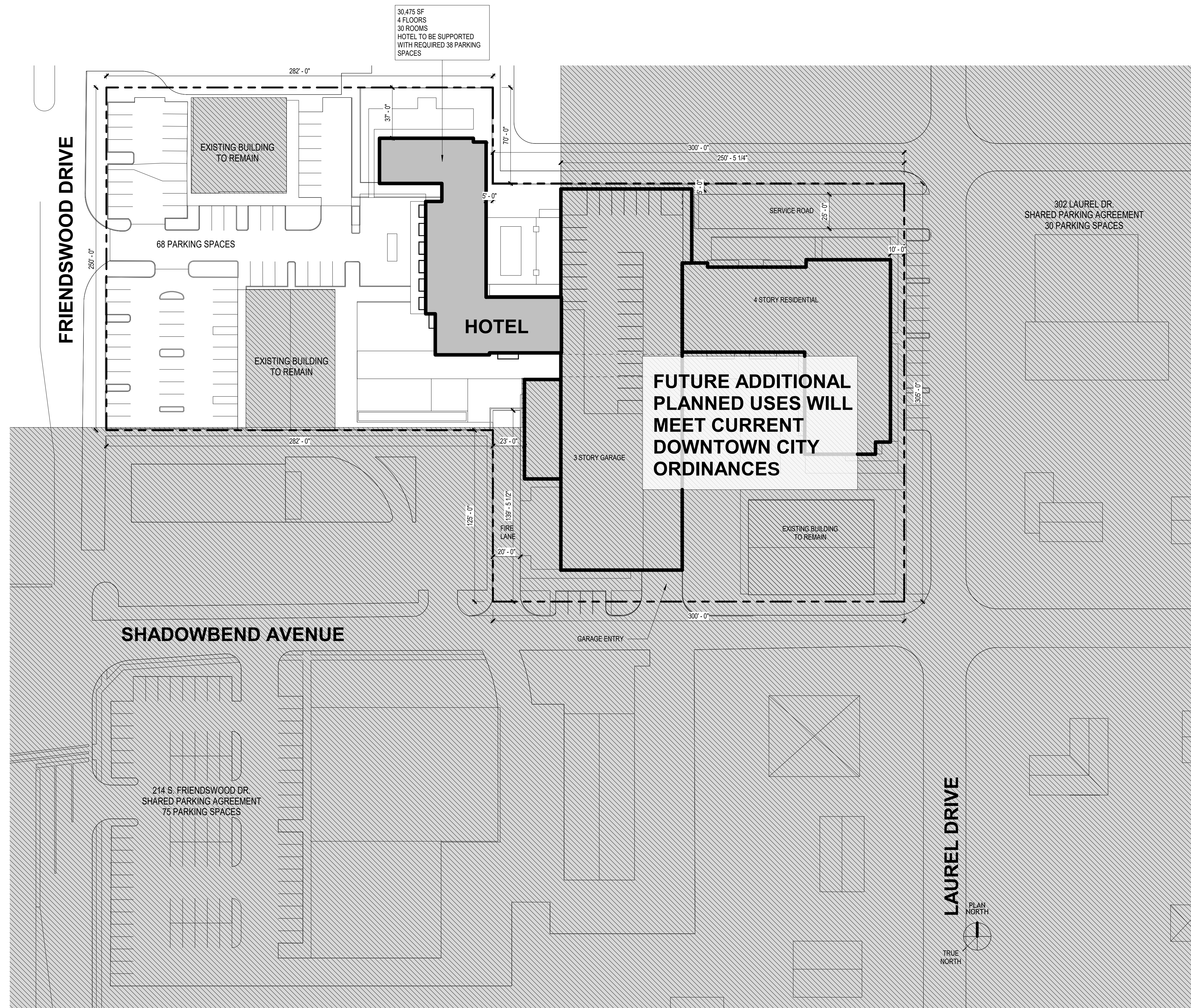
INTERIM REVIEW
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ARCHITECTURAL - SITE PLAN	
DRAWN BY Author	CHECKED BY Checker
PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE

AS-100
SHEET NUMBER



1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 40'-0"

C:\Users\initiala\Documents\420062-R20-A-CENTRAL_iguae@pagethink.com.rvt
DATE STAMP: 9/10/2021 10:18:32 AM



EXTERIOR VIEW 1



EXTERIOR VIEW 2

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12511 EMILY COURT
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713-779-7252

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G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX 77009
713-489-5111

BPI
BANFIELD PROPERTIES INC.
Banfield Properties Inc.
One Sixty One Hotel
306 S Friendswood Drive
Friendswood, TX 77546

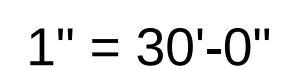
REVISION HISTORY

REVISION	DESCRIPTION	DATE
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ARCHITECTURAL - RENDERINGS

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PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE



A close-up photograph showing a black car tire with a silver multi-spoke wheel resting on a surface of reddish-brown bricks. The bricks are laid in a herringbone pattern. A small portion of a green plant with yellow flowers is visible in the bottom left corner.

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281-543-1138

STRUCTURAL
12511 EMILY COURT
SUGAR LAND, TX 77478
713-779-7252

LIGHTING
G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX 77009
713-489-5111

BPI
BANFIELD PROPERTIES INC.

Banfield Properties Inc.
One Sixty One
161 W Shadowbend Avenue
Friendswood, TX 77546

REVISION HISTORY

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Site Plan Photometry

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PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE 13 09 2021

LT-101
SHEET NUMBER

FRIENDSWOOD DRIVE

LAUREL DRIVE

HOTEL

SHADED AREA NOT INCLUDED IN THIS SUBMITTAL

EXISTING BUILDING

GARAGE ENTRY

SHADOWBEND AVENUE

RESIDENTIAL PROPERTY
NEW BUILDINGS
PROPERTY LINE

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1100 Louisiana, Suite One
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FAX 713 871 8440

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CIVIL GREY WOLF ENGINEERS INC. SCA 11806 BRYDAN STREET CYPRESS, TX 77429 281-543-1138	STRUCTURAL 12511 EMILY COURT SUGAR LAND, TX 77478 713-779-7252
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LIGHTING
G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX 77009
713-489-5111

BPI
BANFIELD PROPERTIES INC.
Banfield Properties Inc.
One Sixty One Hotel
306 S Friendswood Drive
Friendswood, TX 77546

REVISION HISTORY

REVISION	DESCRIPTION	DATE
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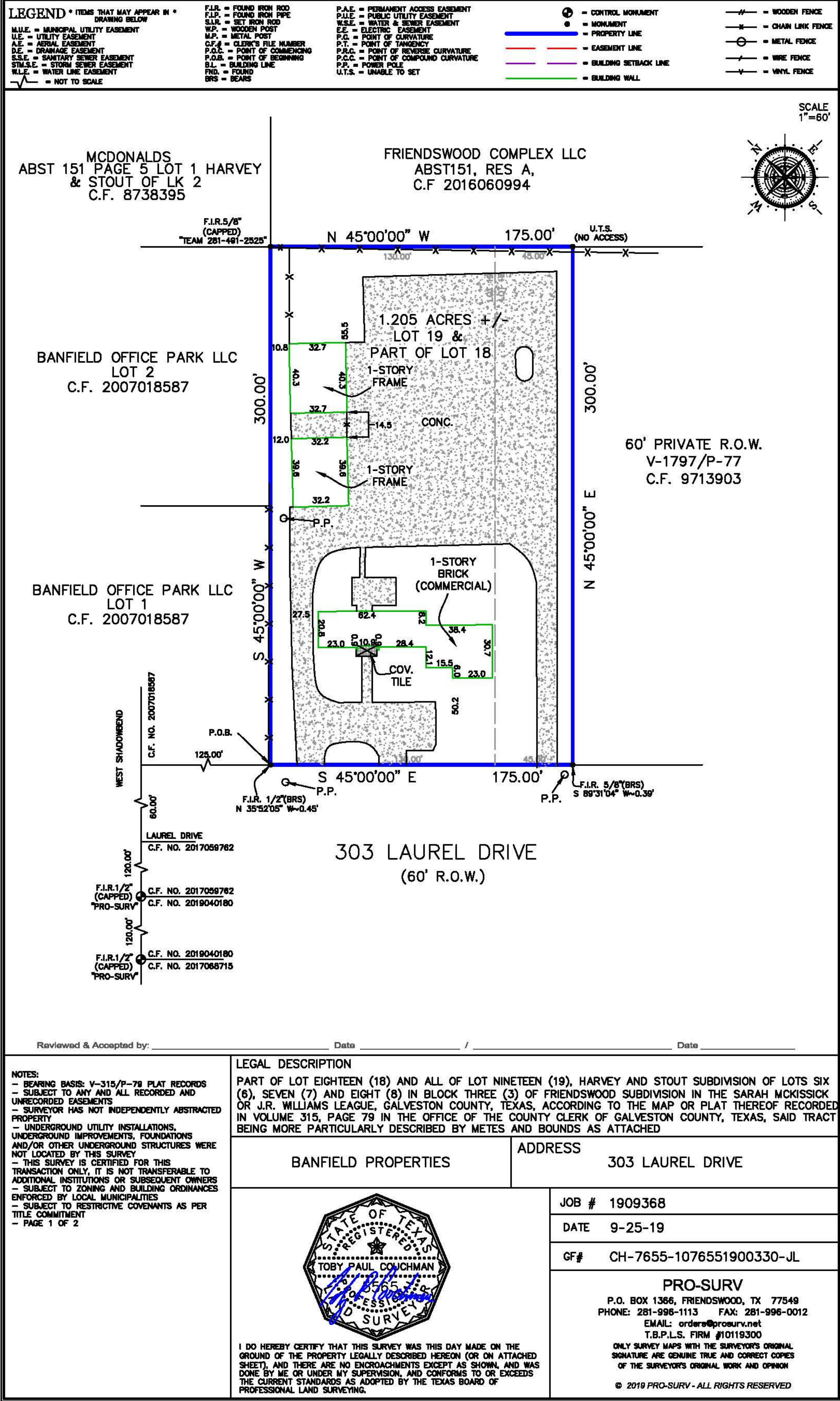
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SURVEY REFERENCE

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PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE

R-100

SHEET NUMBER



DRAWING NOT TO SCALE

OFFICE BUILDING FOR
BANFIELD PROPERTIES
Friendswood, Texas



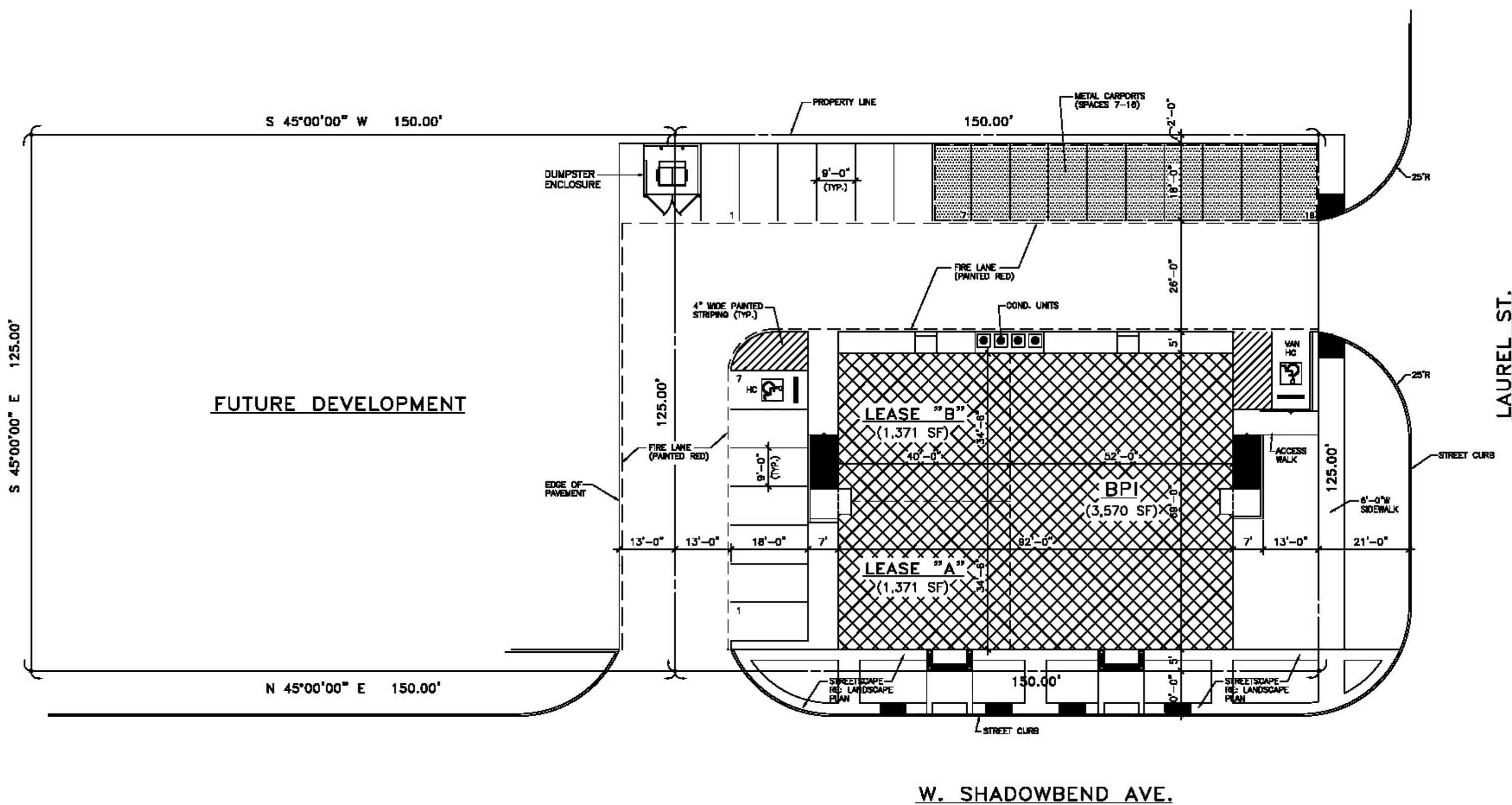
MCGUFFARCHITECTS

3008 BROADWAY #208 • 281-485-5200 • PEARLAND, TEXAS 77661

PROJECT 0848
DRAWN JCPH
DATE 11/01/06
REVISION

DESCRIPTION
SITE DEVELOPMENT
PLAN

SHEET
SP1



SITE DEVELOPMENT PLAN

1/16" = 1'-0"



SYNOPSIS:

LAND:	125'-0"x150'-0" = 18,750 SQ.FT (.4304 ACRES)
ZONING:	OSD (ORIGINAL BUSINESS DISTRICT)
BUILDING:	6,312 sq.ft.
BANFIELD PROPERTIES, INC.	3,570 sq.ft.
LEASE SPACE "A"	1,371 sq.ft.
LEASE SPACE "B"	1,371 sq.ft.
PARKING:	
REQUIRED 6,312 / 300	=21.04 SPACES
TOTAL ON-SITE PARKING SPACES	=24 CARS (INCLUDING 2 HC)

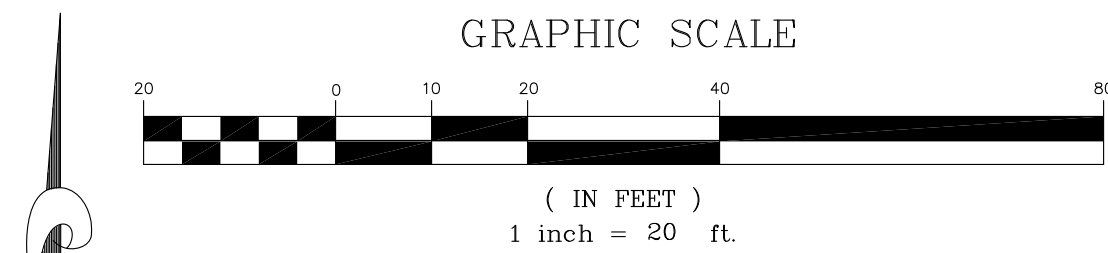
PLAT SHOWING A SURVEY OF LOT 1 THROUGH 10, BLOCK 14, AND THE ADJACENT 50 FOOT STRIP OF LAND LYING BETWEEN LOTS 1 THROUGH 10, BLOCK 14 AND THE G.C.&S.F.R.R. R.O.W. IN PEARLAND TOWNSHIP, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 41 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. PREPARED BY WALKER L. TREESH REGISTERED PUBLIC SURVEYOR (281-485-5191)

DRAWING NOT TO SCALE

NOTE: NO TREES LARGER THAN 12" DIAMETER ON THIS PROPERTY

R-101

SHEET NUMBER



- LEGEND:**
- AE - AERIAL EASEMENT
 - BL - BUILDING LINE
 - BLDG - BUILDING
 - ESMT - EASEMENT
 - FND - FOUND
 - IP - IRON PIPE
 - IR - IRON ROD
 - CIR - CAPPED IRON ROD
 - STS - STAMPED SOUTH TEXAS SURVEYING
 - GCCF - GALVESTON COUNTY CLERKS FILE
 - GCDR - GALVESTON COUNTY DEED RECORDS
 - GCMR - GALVESTON COUNTY MAP RECORDS
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCING
 - PS - PARKING SPACES
 - ROW - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - UE - UTILITY EASEMENT
 - W - BARBED WIRE FENCE
 - CL - CHAIN LINK FENCE
 - C - CONCRETE
 - CC - COVERED CONCRETE
 - E - OVERHEAD ELECTRIC LINES
 - W - WOOD FENCE
 - WIF - WROUGHT IRON FENCE
 - G - GUY WIRE
 - C - CATCH BASIN
 - CB - CABLE BOX
 - EB - ELECTRIC BOX
 - EMH - ELECTRIC MH
 - FH - FIRE HYDRANT
 - FOP - FIBER OPTIC MARKER
 - FP - FLAG POLE
 - GM - GAS METER
 - GV - GAS VALVE
 - CI - CURB INLET
 - LP - LIGHT POLE
 - MH - MANHOLE
 - MW - MONITORING WELL
 - PM - PIPELINE MARKER
 - PP - POWER POLE
 - SP - SERVICE POLE
 - SMH - SANITARY MANHOLE
 - STMH - STORM MANHOLE
 - TP - TELEPHONE PEDESTAL
 - TR - TRANSFORMER
 - TSCB - TRAFFIC SIGNAL BOX
 - TSP - TRAFFIC SIGNAL POLE
 - UCM - UNDERGROUND CABLE MARKER
 - WW - WATER WELL
 - WM - WATER METER
 - WV - WATER VALVE
 - B - BENCHMARK
 - BP - BOLLARD POST
 - A/C - A/C UNIT
 - AT&T - AT&T BOX

ENCROACHMENTS

1. 5,153 SQ. FT. BUILDING OVER 5 FEET ELECTRIC POWER LINE EASEMENT AS SHOWN

EXISTING PARKING SPACES

REGULAR	71
HANDICAP	4
TOTAL	75

- NOTES:**
1. BEARING BASIS IS THE SOUTHEAST R.O.W. LINE OF SOUTH FRIENDSWOOD DRIVE BEING SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST.
 2. SURVEYOR DID NOT ABSTRACT PROPERTY; SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY, EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY GF NO. CTH-FRW-CTT21740660SCM OF CHICAGO TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 29, 2021.
 3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
 4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
 5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
 6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE ENTITIES LISTED IN THE SURVEYORS CERTIFICATION. IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2021. ALL RIGHTS RESERVED.
 7. (TABLE A ITEM 17) THERE IS NO VISIBLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED; NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

FLOOD NOTE:

PROPERTY LIES WITHIN FLOOD ZONE X, ACCORDING TO F.I.R.M. MAP NO. 48167C 0014G, DATE 08-15-2019, BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

WEST SHADOWBEND AVE.
(R.O.W. VARIES)
INSTRUMENT NO. 2016031723

MCDONALDS ABST 151, PG. 5, LOT 1
HARVEY & 002-59-1624

TWO STORY
BLDG. 4,500 SQ. FT.
(6,974 SQ. FT.)

RESERVE "A"
1.6184 ACRES
(70,500 SQ. FT.)

LAURE PARK FRIENDSWOOD LTD
& NW 45 FEET OF LOT 1B HARVEY &
STOUT SUBDIVISION, BLOCK 2

DAVID AND MARILYN HOLLE
F.C. NO. 01-12-1984
G.C.D.R.

DAVID AND MARILYN HOLLE
F.C. NO. 01-12-1984
G.C.D.R.

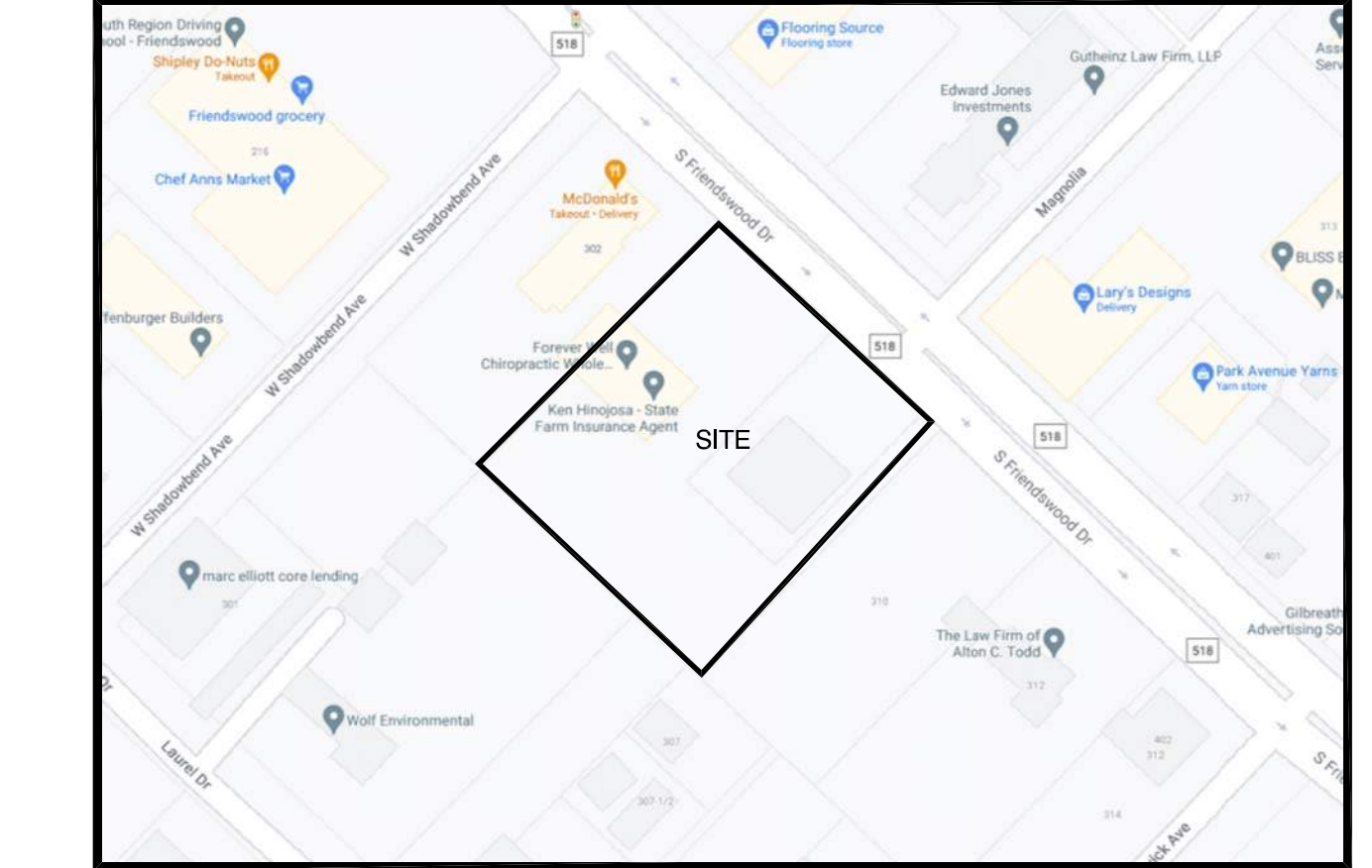
SURVEYOR'S CERTIFICATION

TO: 3100 CANAL, LLC, BANFIELD PROPERTIES, INC. AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 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, 6A, 6B, 7A, 7B1, 7C, 8, 9, 13, 14 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 29, 2021.

DATE OF PLAT OR MAP: APRIL 29, 2021

Fred W. Lawton Registered Professional Land Surveyor No. 2321
Surveyor's Email Address: fwlawton@stsurvey.com



VICINITY MAP
NOT TO SCALE

NOTE: NO TREES LARGER THAN 12" DIAMETER ON THIS PROPERTY

SCHEDULE "B" ITEMS

1. RESTRICTIVE COVENANTS OF RECORD ARE ITEMIZED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTON COUNTY, TEXAS.
- 10C. AN ELECTRIC TRANSMISSION LINE EASEMENT 5 FEET IN WIDTH, GRANTED TO COMMUNITYPUBLIC SERVICE COMPANY AS SET FORTH BY INSTRUMENT RECORDED IN VOLUME 2905, PAGE 490 (7734351) OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS AND SHOWN ALONG THE NORTHEAST PROPERTY LINE ON PLAT RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTON COUNTY, TEXAS, AS SHOWN HEREON;
- 10D. PROPOSED UTILITY EASEMENT 10 FEET WIDE ALONG THE SOUTHWEST PROPERTY LINE, AS SET FORTH ON PLAT THEREOF RECORDED IN/ UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTONCOUNTY, TEXAS, AS SHOWN HEREON;
- 10E. PROPOSED ELECTRIC POWER LINE EASEMENT 5 FEET WIDE ALONG THE SOUTHEAST PROPERTY LINE, AS SET FORTH ON PLAT THEREOF RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTONCOUNTY, TEXAS, AS SHOWN HEREON;
- 10F. ALL OTHER MATTERS SET FORTH ON PLAT RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTON COUNTY, TEXAS, AS SHOWN HEREON;

ZONING

THE SUBJECT PROPERTY IS ZONED "DD", DOWNTOWN DISTRICT, PER, THE CITY OF FRIENDSWOOD, COMMUNITY DEVELOPMENT DEPARTMENT 910 S. FRIENDSWOOD DRIVE FRIENDSWOOD, TEXAS 77546 LETTER DATED MAY 12, 2021.

NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES; COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

SETBACKS

FRONT 0 FEET
SIDE 15 FEET WHEN ABUTTING PROPERTY IN A RESIDENTIAL DISTRICT OR GARDEN HOME DISTRICT
REAR WHEN DD REAR YARD ABUTS A NON-RESIDENTIAL DISTRICT, REAR YARD SHALL BE A MINIMUM OF 0 FEET. G 15 WHEN DD REAR YARD ABUTS A RESIDENTIAL DISTRICT (RESIDENTIAL DISTRICT OR GARDEN HOME DISTRICT), REAR YARD SETBACK SHALL BE A MINIMUM OF 15 FEET.

MAXIMUM HEIGHT 70 FEET (MAXIMUM 4 STORIES)
LOT DENSITY 60%

ALTA/NSPS LAND TITLE SURVEY OF
RESERVE "A" OF FRIENDSWOOD COMPLEX, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS.

ADDRESS: 306 SOUTH FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546

OWNER: FRIENDSWOOD COMPLEX LLC

JOB NO: 0744-21
DATE: 04-29-21

SCALE: 1" = 20'
SHEET 1 OF 1

REVISIONS:

NO.	DATE	DESCRIPTION
1.	5-4-21	COMMENTS
2.	5-10-21	COMMENTS
3.	5-14-21	COMMENTS
4.	5-19-21	COMMENTS



SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77062
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

Copyright 2021 South Texas Surveying Associates, Inc.

K:\COMRES 2021\0744-21.DWG (KT)

JOB NO: 0744-21

M.U.E. = MUNICIPAL UTILITY EASEMENT
U.E. = UTILITY EASEMENT
A.E. = AERIAL EASEMENT
D.E. = DRAINAGE EASEMENT
S.S.E. = SANITARY SEWER EASEMENT
STM.S.E. = STORM SEWER EASEMENT
W.L.E. = WATER LINE EASEMENT
— = NOT TO SCALE

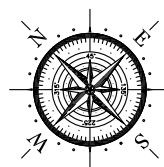
F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
S.I.R. = SET IRON ROD
W.P. = WOODEN POST
M.P. = METAL POST
C.F.# = CLERK'S FILE NUMBER
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
B.L. = BUILDING LINE
FND. = FOUND
BRS = BEARS

P.A.E. = PERMANENT ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
W.S.E. = WATER & SEWER EASEMENT
E.E. = ELECTRIC EASEMENT
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE
P.P. = POWER POLE
U.T.S. = UNABLE TO SET

-  = CONTROL MONUMENT
-  = MONUMENT
-  = PROPERTY LINE
-  = EASEMENT LINE
-  = BUILDING SETBACK LINE
-  = BUILDING WALL

—//— = WOODEN FENCE
 —X— = CHAIN LINK FENCE
 — . — = UNDERGROUND ELECTRIC
 (D) = DOWN GUY
 (P) = POWER POLE
 (S) = SERVICE DROP

SCALE
1"=60'



ABST 151 MCDONALDS
& PAGE 5 LOT 1 HARVEY
STOUT OF LK 2
C.F. 8738395

FRIENDSWOOD COMPLEX LLC
ABST151, RES A,
C.F. 2016060994

BANFIELD OFFICE PARK LLC
LOT 2
C.F. 2007018587

BANFIELD OFFICE PARK LLC
LOT 1
C.F. 2007018587

1.205 ACRES +/-
LOT 19 &
PART OF LOT 18
(VACANT)

60' PRIVATE R.O.W.
V-1797/P-77
C.F. 9713903

303 LAUREL DRIVE
(60' R.O.W.)

Reviewed & Accepted by: _____ Date _____ / _____ / _____ Date _____

NOTES:

- BEARING BASIS: V-315/P-79 PLAT RECORDS
- SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS
- SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED PROPERTY
- UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS
- SUBJECT TO ZONING AND BUILDING ORDINANCES ENFORCED BY LOCAL MUNICIPALITIES
- SUBJECT TO RESTRICTIVE COVENANTS AS PER TITLE COMMITMENT
- PAGE 1 OF 2

LEGAL DESCRIPTION

PART OF LOT EIGHTEEN (18) AND ALL OF LOT NINETEEN (19), HARVEY AND STOUT SUBDIVISION OF LOTS SIX (6), SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF FRIENDSWOOD SUBDIVISION IN THE SARAH MCKISSICK OR J.R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 315, PAGE 79 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED

BANFIELD PROPERTIES

ADDRESS

303 LAUREL DRIVE

JOB # 2109159

DATE 09/09/2021

GF# CH-7655-1076551900330-JL

PRO-SURV

P.O. BOX 1366, FRIENDSWOOD, TX 77549
PHONE: 281-996-1113 FAX: 281-996-0012
EMAIL: orders@prosurv.net
T.B.P.E.L.S. FIRM #10119300

ONLY SURVEY MAPS WITH THE SURVEYOR'S ORIGINAL
SIGNATURE ARE GENUINE TRUE AND CORRECT COPIES
OF THE SURVEYOR'S ORIGINAL WORK AND OPINION

© 2021 PRO-SURV - ALL RIGHTS RESERVED



I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON (OR ON ATTACHED SHEET), AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN, AND WAS DONE BY ME OR UNDER MY SUPERVISION, AND CONFORMS TO OR EXCEEDS THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner 

Date: October 19, 2021

Re: Request for a Specific Use Permit (SUP) to allow NAICS Use #72111
Traveler Accommodation (hotel); 30 rooms and supported by 38 parking spaces

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change.

The tracts are located within the Downtown District boundary as established in 2007 and amended in 2008. A hotel use is allowed with approval of a Specific Use Permit. The proposed 30 room hotel room will be supported with 38 parking spaces and incorporated into a full mixed-use development consisting of restaurant and bar, banquet space, roof-top bar, retail, office space, daily executive and conference spaces, parking garage and 30 residential units, which will be subject to site plan approval by the Planning and Zoning Commission.

During the meeting, the Commissioners focused on how this development would fit into the area and with its neighbors. The surrounding property is primarily zoned as Downtown District and commercial in nature and this development was determined to be a good fit and should not diminish the value of surrounding properties or unduly interfere with its use.

The developer's purpose is to provide a boutique hotel for use by local residents and visitors to Friendswood's businesses that will provide local focus, personalized service and attention to detail. The Downtown District zoning requirements and the Specific Use Permit would prevent the construction of a stand-alone chain hotel on the subject tracts. The proposal is for the hotel to be part of the overall mixed-use development.

The Planning & Zoning Commission recommends that City Council approve the Specific Use Permit.

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: November 1, 2021

Date submitted: 09/20/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on the first reading of a proposed ordinance regarding a requested zone classification change for approximately 3.7268 acres located at 306 S. Friendswood Drive and 308 S. Friendswood Drive being 1.666 acres of land known as Reserve A of Friendswood Complex, a subdivision in Galveston County, Texas, according to the map or plat thereof in/under instrument No. 2016031723 of the Official Public Records of Galveston County, Texas; 306 Laurel (aka 161 W Shadowbend Ave) and vacant tract aka 151 W. Shadowbend Ave being .8608 acres known as Lots 1 and 2 of the Final Plat of Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas; and 303 Laurel being 1.2 acres known as Part of Lot Eighteen (18) and all of Lot Nineteen (19), Harvey and Stout Subdivision of Lots Six (6), Seven (7), Eight (8) in Block Two (2) of Friendswood Subdivision in the Sarah McKissick of J.R. Williams League, Galveston County, Texas according to the map or plat thereof recorded in Volume 315, Page 79 in the office of the County Clerk of Galveston County, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The tracts are located within the Downtown District boundary as established in 2007 and amended in 2008. A hotel use is allowed with approval of a Specific Use Permit (SUP). The proposed 30 room hotel room will be supported with 38 parking spaces and incorporated into a full mixed-use development consisting of restaurant and bar, banquet space, roof-top bar, retail, office space, daily executive and conference spaces, parking garage and 30 residential units. The remainder of the development is permitted by right under the Downtown District (DD) zoning and will be subject to site plan approval by the Planning and Zoning Commission.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The downtown district (DD) is intended to create a mixed-use environment based on traditional neighborhood and smart growth standards. It is designed for physical flexibility with zero setbacks and allows for the redevelopment of small, existing tracts. The encouragement of a pedestrian-friendly environment is established by allowing shared parking and on-street parking, as well as sidewalks and street furnishing.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held October 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the requested zone change.

ATTACHMENTS

1. Ord 2021-xx 161 Hotel SUP Zone Change mkf
2. Exhibit A 161 Hotel SUP
3. Exhibit B 161 Hotel SUP

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION OF APPROXIMATELY 3.7268 ACRES LOCATED AT 306 S. FRIENDSWOOD DRIVE AND 308 S. FRIENDSWOOD DRIVE – 1.666 ACRES OF LAND KNOWN AS RESERVE A OF FRIENDSWOOD COMPLEX, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF IN/UNDER INSTRUMENT NO. 2016031723 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS; AND 306 LAUREL (AKA 161 W. SHADOWBEND AVE) AND VACANT TRACT (AKA 151 W. SHADOWBEND AVE.) BEING .8608 ACRES KNOWN AS LOTS 1 AND 2, BLOCK 1 OF THE FINAL PLAT OF BANFIELD OFFICE PARK, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER THE COUNTY CLERK’S FILE SEQUENCE NO. 2007015640, IN THE MAP OR PLAT RECORDS OF GALVESTON COUNTY, TEXAS; AND 303 LAUREL – 1.2 ACRES KNOWN AS PART OF LOT EIGHTEEN (18) AND ALL OF LOT NINETEEN (19), HARVEY AND STOUT SUBDIVISION OF LOTS SIX (6), SEVEN (7), EIGHT (8) IN BLOCK TWO (2) OF FRIENDSWOOD SUBDIVISION IN THE SARAH MCKISSICK OF J.R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 315, PAGE 79 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW NAICS USE #72111 TRAVELER ACCOMMODATION (HOTEL) LIMITED TO 30 ROOMS SUPPORTED BY 38 PARKING SPACES THAT WILL OVERLAY ALL OF THE DESCRIBED PROPERTIES WHICH ARE ZONED DOWNTOWN DISTRICT (DD) ; 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, Laurel Park Friendswood II, Ltd. and Banfield Properties, Inc., represented by Brett Banfield, are the Owners of approximately 3.7268 acres located at 306 S. Friendswood Drive and 308 S. Friendswood Drive being 1.666 acres of land known as Reserve A of Friendswood Complex, a subdivision in Galveston County, Texas, according to the map or plat thereof in/under

instrument No. 2016031723 of the Official Public Records of Galveston County, Texas; 306 Laurel (aka 161 W. Shadowbend Ave.) and vacant tract (aka 151 W. Shadowbend Ave.) being .8608 acres known as Lots 1 and 2, Block 1 of the Final Plat of Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas; and 303 Laurel being 1.2 acres known as Part of Lot Eighteen (18) and all of Lot Nineteen (19), Harvey and Stout Subdivision of Lots Six (6), Seven (7), Eight (8) in Block Two (2) of Friendswood Subdivision in the Sarah McKissick of J.R. Williams League, Galveston County, Texas according to the map or plat thereof recorded in Volume 315, Page 79 in the office of the County Clerk of Galveston County, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD), 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 for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD) 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, 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”, for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD), pursuant to the attached site plans included in Exhibit “B.”

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 1st day of NOVEMBER, 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 6th day of DECEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT “A”

**Special Warranty Deed with Vendor's Lien**

Date: March 21, 2007

Grantor: Banfield Properties, Inc., a Texas corporation

Grantor's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Grantee: Banfield Office Park, LLC, a Texas limited liability company ✓

Grantee's Mailing Address: 699 S. Friendswood Dr., No. 100, Friendswood, Galveston County, TX 77546

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration and the execution and delivery of that one certain promissory note of even date executed by Grantee and payable to the order of BFP BAN, LTD., a Texas limited partnership, in the principal amount of One Million Dollars (\$1,000,000). BFP BAN, LTD., at Grantee's request, has paid in cash to Grantor the purchase price of the Property that is evidenced by the note or a portion thereof. The note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of BFP BAN, LTD., and are transferred to BFP BAN, LTD., without recourse against Grantor. The note is also secured by a first-lien deed of trust of even date from Grantee to Stephen C. Paine, trustee.

Property (including any improvements): Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All easements, prior reservations, outstanding oil, gas and mineral interests (including royalties, bonuses, rentals and all other rights in connection with same) shown of record in the office of the County Clerk of Galveston County, Texas, and validly subsisting against the Property.

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 successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the undersigned, except as to the Reservations from Conveyance and the 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 will become absolute.

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

Banfield Properties, Inc., a Texas corporation

By: James A. Banfield, Sr.
James A. Banfield, Sr., President

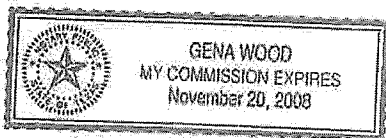
THE STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

This instrument was acknowledged before me on the 21st day of March, 2007, by James A. Banfield, Sr., President of Banfield Properties, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]



Gena Wood

Notary Public in and for
The State of Texas

GENA WOOD

Printed Name of Notary

My Commission Expires: 11-20-2008

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007018587

March 22, 2007 12:20:54

FEE: \$20.00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS

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

THE STATE OF TEXAS

COUNTY OF GALVESTON

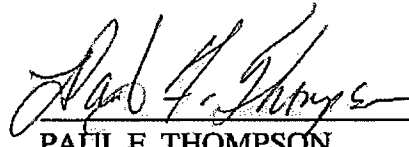
The undersigned, **PAUL F. THOMPSON and wife, SHERRILL A. THOMPSON** (hereinafter called "**Grantors**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantors in hand paid by **LAUREL PARK FRIENDSWOOD, LTD.**, a Texas limited partnership (hereinafter called "**Grantee**"), the receipt and sufficiency of which consideration are hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents do GRANT, BARGAIN, SELL and CONVEY unto Grantee all of the real property located at 303 Laurel in Friendswood, Texas, and more fully described in **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Land**"), together with: (1) all improvements, fixtures, driveways, walkways and buildings located thereon ("**Improvements**"), (2) all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, including all sewer and waste water discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights associated or reserved thereto, all development rights with respect thereto, all mineral, oil and gas and other subsurface rights, if any, all air rights, and (3) all right, title, and interest of Grantors, if any, in and to all strips and gores and any land lying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the "**Real Property**"). The Land and Real Property are hereinafter collectively referred to as the "**Property**."

The warranty contained in this Special Warranty Deed (the "**Deed**") is made by Grantors and accepted by Grantee subject to matters described in **Exhibit "B"** attached hereto and incorporated herein by this reference, but only to the extent the same are valid and subsisting and affect the Property (the matters described on **Exhibit "B"** are hereinafter referred to as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and Grantee's successors and assigns, forever; and Grantors do hereby bind Grantors, and Grantors' heirs and legal representatives, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

All ad valorem taxes and assessments for the Property for the year 2019 have been prorated by the parties hereto as of the effective date of this Deed.

EXECUTED on the date reflected in the notary acknowledgments below, to be effective as of the 8th day of NOVEMBER, 2019.



PAUL F. THOMPSON


SHERRILL A. THOMPSON

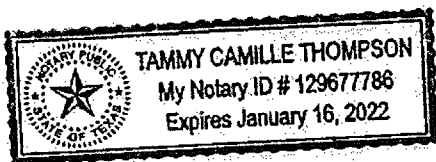
Grantee's Address:
Laurel Park Friendswood, Ltd.
161 West Shadowbend, Suite 100
Friendswood, Texas 77546

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 8TH day of NOVEMBER, 2019, by PAUL F. THOMPSON.

[SEAL]



T. Thompson

Notary Public in and for The State of Texas

Tammy Camille Thompson

Printed Name of Notary

Commission No. 129677786

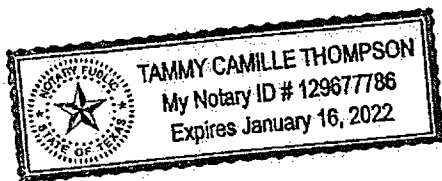
My Commission Expires: 01/16/22

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 8TH day of NOVEMBER, 2019, by SHERRILL A. THOMPSON.

[SEAL]



T. Thompson

Notary Public in and for The State of Texas

Tammy Camille Thompson

Printed Name of Notary

Commission No. 129677786

My Commission Expires: 01/16/22

Exhibit "A"
(Land)

Part of Lot Eighteen (18) and all of Lot Nineteen (19), HARVEY AND STOUT SUBDIVISION of Lots Six (6), Seven (7) and Eight (8) in Block Two (2) of FRIENDSWOOD SUBDIVISION in the Sarah McKissick or J. R. Williams League, Galveston County, Texas, according to the map or plat thereof recorded in Volume 315, Page 78 in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at the West corner of said Lot 18, also being the Northeasterly right-of-way line of Laurel Street;

THENCE South 46° East along the Southwest line of Lots 19 and 18, same being the Northeasterly right-of-way line of Laurel Street, at 130.00 feet passing the South corner of Lot 19, same being the West corner of Lot 18, in all a distance of 175.00 feet to a point for corner in the Northwestern line of a private road;

THENCE North 45° East along the said Northwestern right-of-way line of a private road, a distance of 300.00 feet to a point for corner in the Northeast line of Lot 18;

THENCE North 45° West along the Northeast line of Lots 18 and 19, at 45.00 feet passing the North corner of Lots 18 and the East corner of Lot 19, in all a distance of 175.00 feet to the North corner of Lot 19;

THENCE South 45° West along the Northwest line of Lot 19, a distance of 300.00 feet to the PLACE OF BEGINNING.

Exhibit "B"

Permitted Exceptions

1. Non-participating royalty, on, in and under the land, in all mineral rights thereto, contained in instrument recorded in/under Volume 1045, Page 284, of the Deed Records of Galveston County, Texas.

FILED AND RECORDED

Instrument Number: 2019062083

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 11/08/2019 3:55PM

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.*

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.

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

FRIENDSWOOD COMPLEX LLC (a/k/a Friendswood Complex, LLC), a Texas limited liability company, whose address is P.O. Box 1488, Friendswood, Texas 77549 ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by **LAUREL PARK FRIENDSWOOD II, LTD.**, a Texas limited partnership, whose address is 161 W. Shadowbend, Suite 100, Friendswood, Texas 77546 ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land (the "**Land**") situated in Galveston County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference for all purposes, together with any and all improvements, fixtures, driveways, walkways and buildings located thereon (the "**Improvements**"), all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, including all sewer and waste water discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights associated or reserved thereto, all development rights with respect thereto, all mineral, oil and gas and other subsurface rights, all air rights and, including, without limitation, any and all of Grantor's right, title, and interest in and to the following (collectively, the "**Related Rights**"): (i) all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Land; and (ii) all existing permits, plans and specifications, architectural and engineering drawings, entitlements, licenses, applications, approvals, and authorizations issued by or submitted to any governmental or quasi-governmental authority in connection with the Land and/or Improvements, including, without limitation, any rights under development agreements, mitigation agreements, utility capacity allocations and other development rights, if any, warranties from contractors, architects and engineers related to the Land and/or Improvements (including, but not limited to licenses, permits, development rights, certificates, variances, consents and similar documents evidencing rights relating to the Land and/or Improvements), all entitlements or development approvals for the Land and/or Improvements, guaranties and indemnities, plans, specifications, drawings, surveys, engineering and other design products, soils (including borings) tests and reports relating to such Land and/or Improvements, surveys and other technical information relating to the Land and/or

1

*Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4*

Chicago Title-Friendswood

GF# CTT21740660

Improvements (if any), certificates of occupancy, and approvals, or similar documents, if any (to the extent assignable). The Land, Improvements and Related Rights are referenced herein, collectively, as the "Property (collectively, the "Property").

This conveyance is made subject to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes, but only to the extent such Permitted Exceptions are valid and relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's 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.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes pertaining to the Property for calendar year 2021 or and subsequent years, there having been a proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

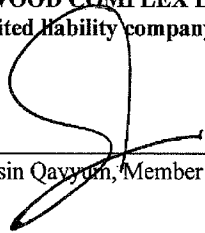
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[GRANTOR'S SIGNATURE AND ACKNOWLEDGEMENT FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of July 30, 2021.

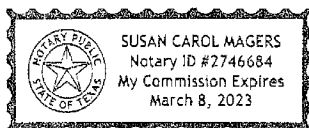
GRANTOR:

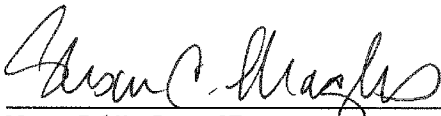
FRIENDSWOOD COMPLEX LLC,
a Texas limited liability company

By: 
Mohsin Qayyum, Member

THE STATE OF TEXAS §
COUNTY OF Galveston §
 §

This instrument was acknowledged before me on July 29, 2021, by Mohsin Qayyum, Member of Friendswood Complex LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

Signature Page

*Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4*

Exhibit "A"

Legal Description of Land

Reserve "A" of FRIENDSWOOD COMPLEX, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in/under Instrument No. 2016031723 of the Official Public Records of Galveston County, Texas.

Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4

Exhibit A

Exhibit "B"

Permitted Exceptions

1. The restrictive covenants recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas.
2. An electric transmission line easement 5 feet in width, granted to Community Public Service Company as set forth by instrument recorded in Volume 2905, Page 490 (7734351) of the Deed Records of Galveston County, Texas and as shown along the Northeast property line on plat recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas, as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.
3. Utility easement 10 feet wide along the Southwest property line, as created by plat recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas, as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.
4. Electric power line easement 5 feet wide along the Southeast property line, as created by plat recorded in/under Instrument No. 2016031723 of the Records of Galveston County, Texas, as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.
5. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
6. Building over the 5 foot electric power line easement as shown on survey dated April 29, 2021 last revised May 19, 2021, prepared by Fred W. Lawton, RPLS No. 2321.

Exhibit B

*Special Warranty Deed
Friendswood Complex LLC to Laurel Park Friendswood II, Ltd.
2218550.4*

FILED AND RECORDED

Instrument Number: 2021055668

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 07/30/2021 1:08PM

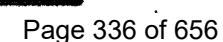
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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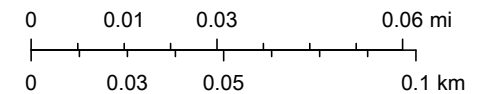
ArcGIS Web Map



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 City Limits  Streets  Parcels

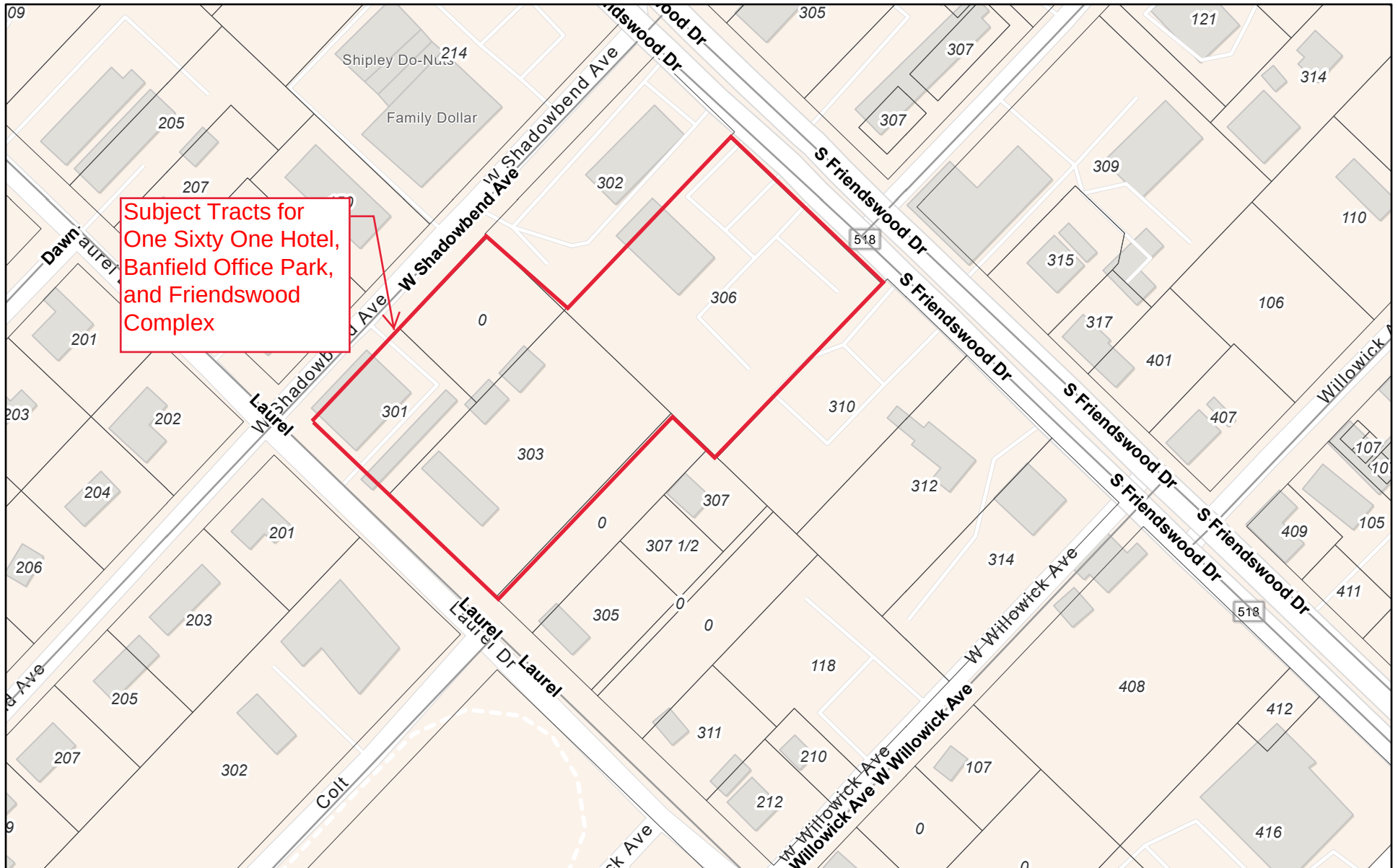
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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

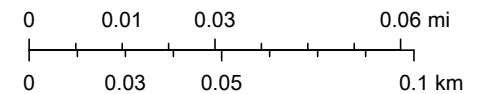
ArcGIS Web Map



9/13/2021, 4:04:24 PM

 City Limits  Streets  Parcels

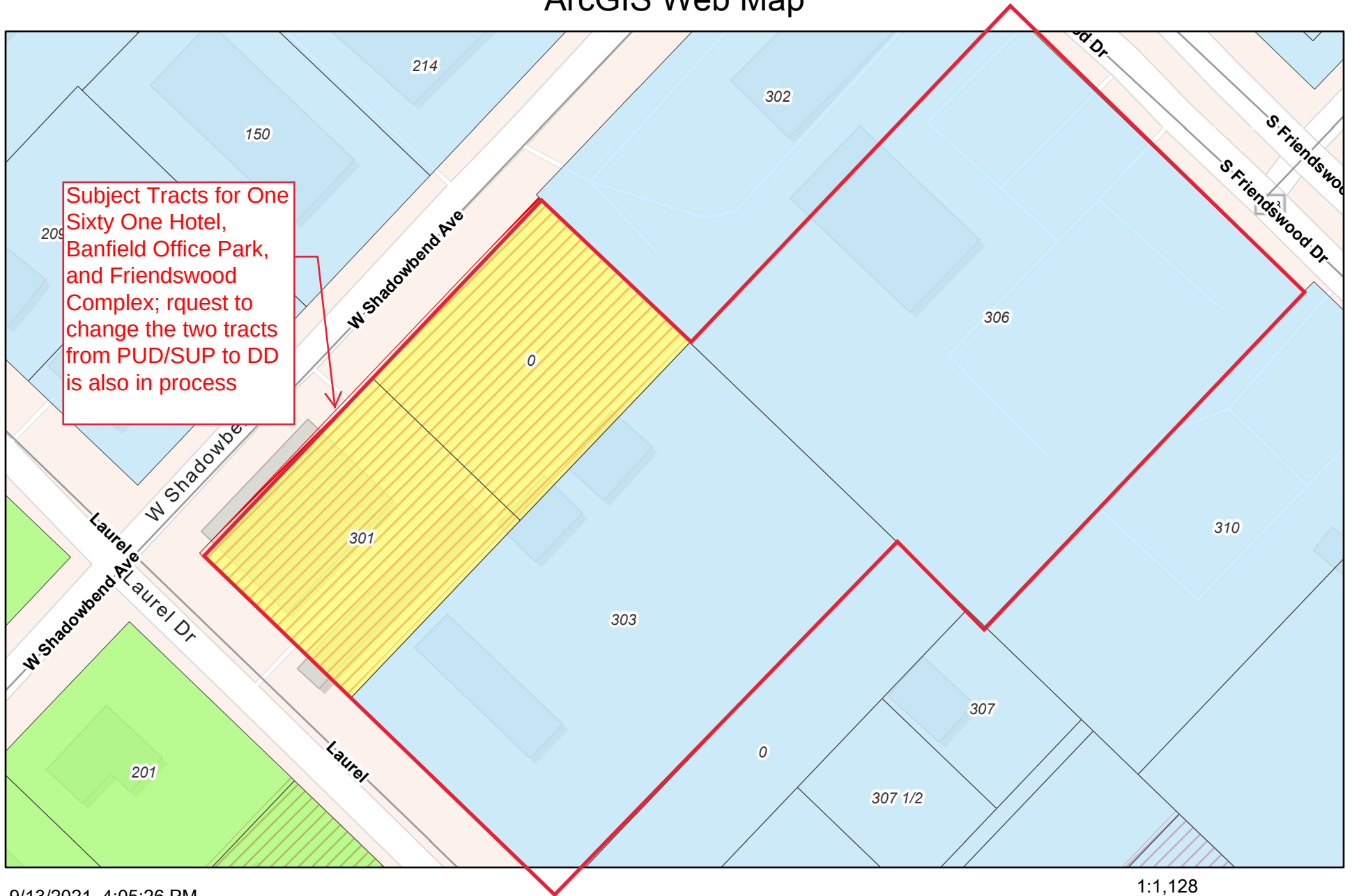
1:2,257



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

ArcGIS Web Map



9/13/2021, 4:05:26 PM

 City Limits
  DD
  SFR
 Streets
  PUD
  Specific Use Permits
 Parcels

1:1,128

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

EXHIBIT “B”

Memo

To Becky Bennett, Development Coordinator Aubrey Harbin, Director of Community Development/Planner City of Friendswood 910 S Friendswood Dr., Friendswood, Texas 77546	Project One Sixty One Hotel Development 306 S Friendswood Dr. Friendswood, Texas 77546
From Clyde A. Twine, AIA Associate Principal, Senior Project Manager Page 1100 Louisiana, Suite One Houston, Texas 77002 713-658-2021	Project No. 420062 Date 20 September 2021
Subject Overall Development Summary	Copies 1 ☐ [File] ☒ [Recipient] ☒ Owner (1 Copy)

Aubrey,

Per your request, below is a summary of the One Sixty One development components (all square footages shown are approximate):

1. Boutique Hotel (pending P&Z and CC approval) - 30 rooms
2. High-end Residential Lease Units - 30 units with a mixture of one & two bedrooms; sizes will range from 790sq.ft. to 1,400 sq.ft.
3. Restaurant 5,300 sq.ft.
4. Banquet Room - 2,000 sq.ft. with 870 sq.ft. of attached outdoor area
5. Rooftop Green Space (accessible to the public) - 6,000 sq.ft.
6. New Permanent office space – 4,700 sq.ft.
7. Daily Executive & Conference spaces – 1,500 sq.ft.
8. Media/Theatre Room - 25 to 30 seats
9. Multi-purpose Parking Garage
 - a. Level 1 - Restaurant, Banquet Room, and storage & development support space
 - b. Level 2
 - c. Level 3/Rooftop - Parking and Rooftop Green Space
 - d. Exterior facades of Garage will be screened with landscaping
10. Pedestrian orientated development with numerous courtyards, green space, and permeable driveways and walkways.
11. The recently acquired 3 existing buildings located on S. Friendswood Dr. will be remodeled/updated to the new standards of One Sixty One and brought into the development to create a 5.5-acre business & leisure district, within the Downtown District.
 - a. Specifically, the existing “Friendswood Grocery” building at 214 S. Friendswood Dr. will be extensively remodeled on the exterior to attract higher end retail and additional dining and leisure businesses.
 - b. The existing two commercial buildings at 306 S. Friendswood Dr. will also undergo an exterior remodel.
 - c. The parking lots of both properties will also be reconfigured to achieve a more efficient layout and will receive additional landscaping features.

End of Memo



Page Project No. 420062
Planning and Zoning Review
2021 09 13

REVISED 2021 09 20



One Sixty One Hotel

306 S Friendswood Drive
Friendswood, TX 77546



Page Southernland Page, Inc.

1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

TEL 713 871 8484
FAX 713 871 8440

ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
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CIVIL
GREY WOLF ENGINEERS INC.
11806 BRYDAN STREET
CYPRESS, TX
77429
281-543-1138

STRUCURAL
SCA
12511 EMILY COURT
SUGAR LAND, TX
77478
713-779-7252

LIGHTING
G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX
77009
713-489-5111

FOR REVIEW ONLY

INTERIM REVIEW
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CONSTRUCTION PURPOSES.

REVISION HISTORY

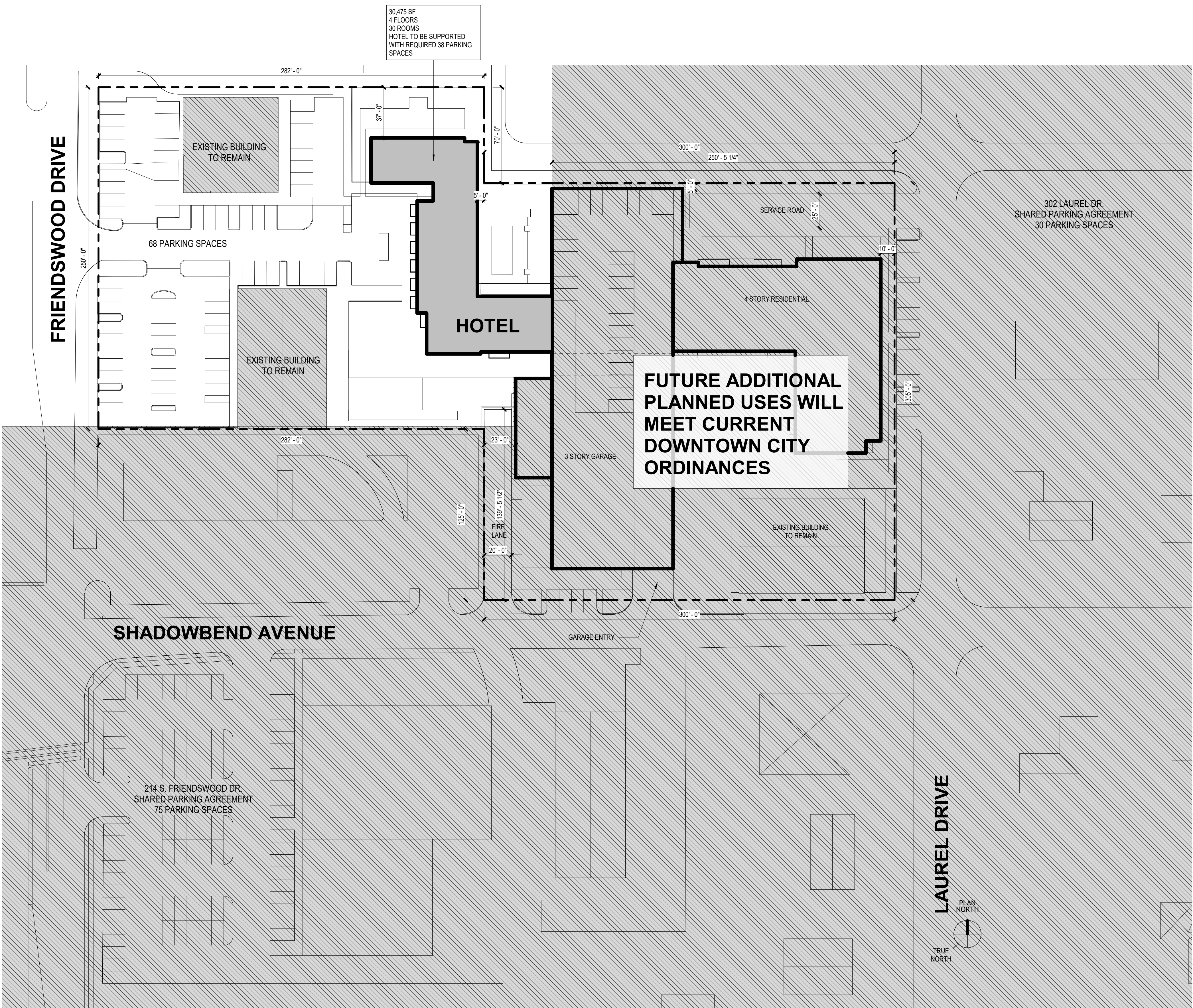
REVISION	DESCRIPTION	DATE
PROFESSIONAL SEALS		
INTERIM REVIEW		
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ARCHITECTURAL - SITE PLAN

DRAWN BY	CHECKED BY
Author	Checker
PROJECT NUMBER	PROJECT ABBREVIATION
420062	ABBREV
ORIGINAL ISSUE	DATE

AS-100

SHEET NUMBER



1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 40'-0"

C:\Users\initiala\Documents\420062-R20-A-CENTRAL_iguae@pagethink.com.rvt
DATE STAMP: 9/10/2021 10:18:32 AM



EXTERIOR VIEW 1



EXTERIOR VIEW 2

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com
TEL 713 871 8484
FAX 713 871 8440
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CIVIL
GREY WOLF ENGINEERS INC. SCA
11806 BRYDAN STREET
CYPRESS, TX 77429
281-543-1138
STRUCTURAL
12511 EMILY COURT
SUGAR LAND, TX 77478
713-779-7252

LIGHTING
G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX 77009
713-489-5111

BPI
BANFIELD PROPERTIES INC.
Banfield Properties Inc.
One Sixty One Hotel
306 S Friendswood Drive
Friendswood, TX 77546

REVISION HISTORY

REVISION	DESCRIPTION	DATE
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PROFESSIONAL SEALS

INTERIM REVIEW
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APPROVAL, BIDDING, PERMIT, OR
CONSTRUCTION PURPOSES.

ARCHITECTURAL - RENDERINGS

DRAWN BY	CHECKED BY
Author	Checker
PROJECT NUMBER	PROJECT ABBREVIATION
420062	ABBREV
ORIGINAL ISSUE	DATE



A close-up photograph of a red brick driveway. The bricks are laid in a herringbone pattern. A portion of a black car tire and a silver wheel rim is visible in the upper right corner. In the lower left corner, there is a small green plant with yellow flowers.

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

TEL 713 871 8484
FAX 713 871 8440

ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
Austin / Dallas / Denver / Dubai / Houston / Mexico City / Phoenix /
San Francisco / Washington DC / International Affiliate Offices

CIVIL
GREY WOLF ENGINEERS INC. SCA
11806 BRYDAN STREET
CYPRESS, TX 77429
281-543-1138

STRUCTURAL
12511 EMILY COURT
SUGAR LAND, TX 77478
713-779-7252

LIGHTING
G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX 77009
713-489-5111

BPI
BANFIELD PROPERTIES INC.

Banfield Properties Inc.
One Sixty One
161 W Shadowbend Avenue
Friendswood, TX 77546

REVISION HISTORY

REVISION	DESCRIPTION	DATE
PROFESSIONAL SEALS		
INTERIM REVIEW		
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF		
*** choose ARCHITECT or ENGINEER ***		
from list in Family Types		
IT IS NOT TO BE USED FOR REGULATORY APPROVAL, BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.		

Site Plan Photometry

DRAWN BY SEM	CHECKED BY SLG
PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE 13 09 2021

LT-101
SHEET NUMBER

FRIENDSWOOD DRIVE

LAUREL DRIVE

HOTEL

SHADED AREA NOT INCLUDED IN THIS SUBMITTAL

EXISTING BUILDING

GARAGE ENTRY

SHADOWBEND AVENUE

RESIDENTIAL PROPERTY
NEW BUILDINGS
PROPERTY LINE

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

TEL 713 871 8484
FAX 713 871 8440

ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
Austin / Dallas / Denver / Dubai / Houston / Mexico City / Phoenix /
San Francisco / Washington DC / International Affiliate Offices

CIVIL GREY WOLF ENGINEERS INC. SCA 11806 BRYDAN STREET CYPRESS, TX 77429 281-543-1138	STRUCTURAL 12511 EMILY COURT SUGAR LAND, TX 77478 713-779-7252
---	---

LIGHTING
G2LD GANDY2
610 N. MAIN STREET
HOUSTON, TX 77009
713-489-5111

BPI
BANFIELD PROPERTIES INC.
Banfield Properties Inc.
One Sixty One Hotel
306 S Friendswood Drive
Friendswood, TX 77546

REVISION HISTORY

REVISION	DESCRIPTION	DATE
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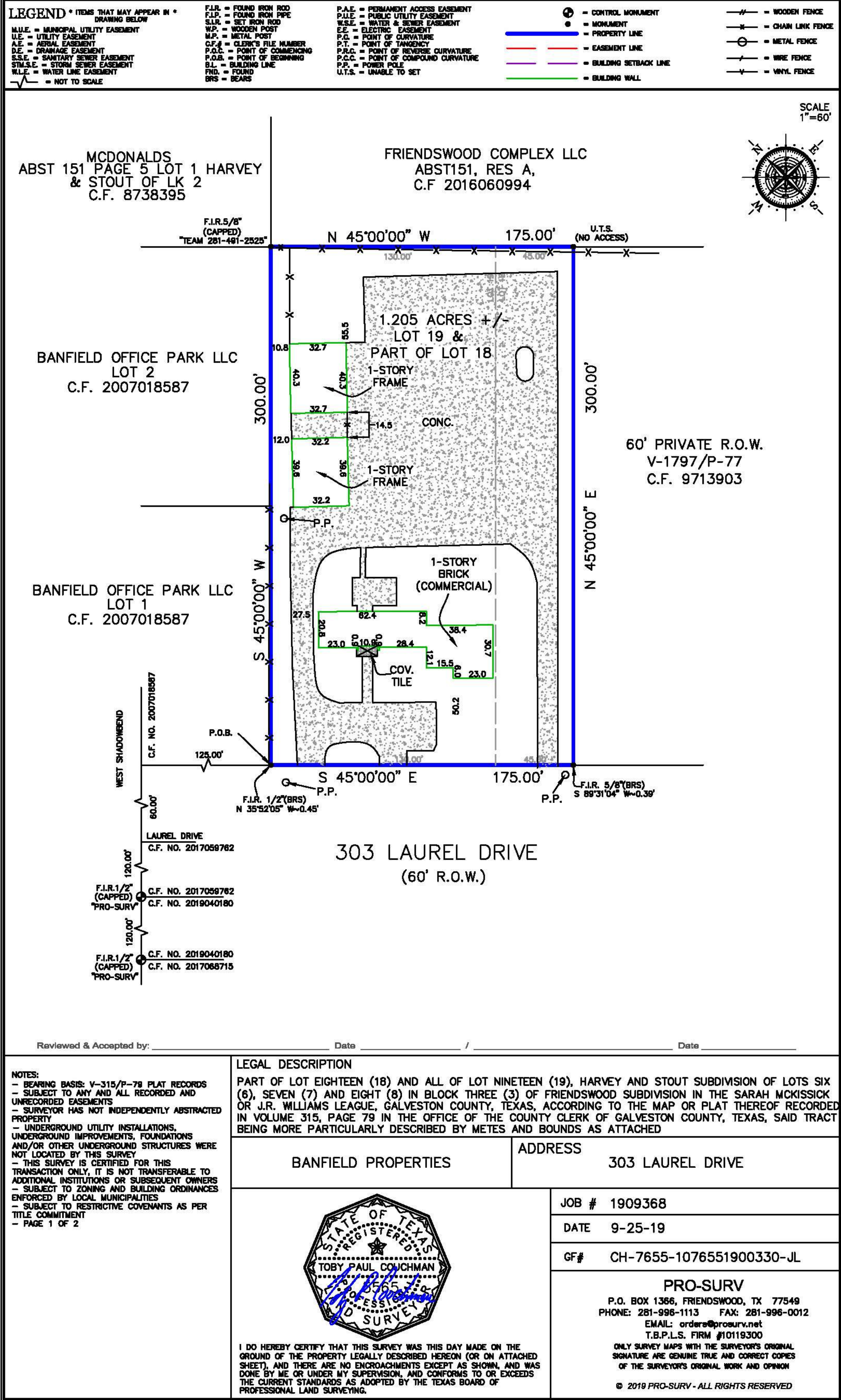
PROFESSIONAL SEALS
INTERIM REVIEW
THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF
*** choose ARCHITECT or ENGINEER ***
from list in Family Types
IT IS NOT TO BE USED FOR REGULATORY
APPROVAL, BIDDING, PERMIT, OR
CONSTRUCTION PURPOSES.

SURVEY REFERENCE

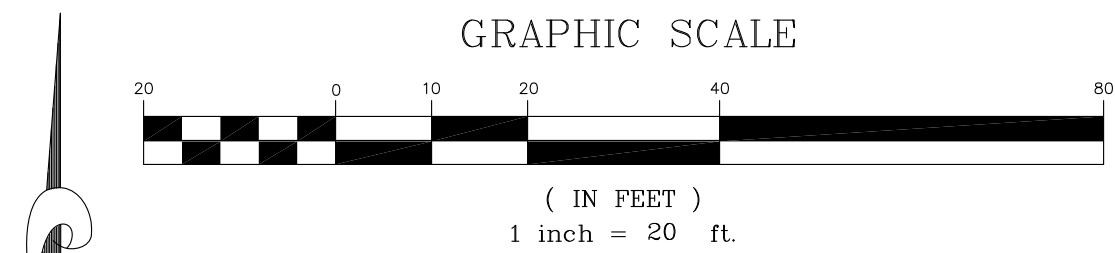
DRAWN BY Author	CHECKED BY Checker
PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE

R-100

SHEET NUMBER



DRAWING NOT TO SCALE



- LEGEND:**
- AE - AERIAL EASEMENT
 - BL - BUILDING LINE
 - BLDG - BUILDING
 - ESMT - EASEMENT
 - FND - FOUND
 - IP - IRON PIPE
 - IR - IRON ROD
 - CIR - CAPPED IRON ROD
 - STS - STAMPED SOUTH TEXAS SURVEYING
 - CCCF - GALVESTON COUNTY CLERKS FILE
 - GCDR - GALVESTON COUNTY DEED RECORDS
 - GCMR - GALVESTON COUNTY MAP RECORDS
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCING
 - PS - PARKING SPACES
 - ROW - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - UE - UTILITY EASEMENT
 - W - BARBED WIRE FENCE
 - CL - CHAIN LINK FENCE
 - C - CONCRETE
 - CC - COVERED CONCRETE
 - E - OVERHEAD ELECTRIC LINES
 - W - WOOD FENCE
 - W - WROUGHT IRON FENCE
 - G - GUY WIRE
 - C - CATCH BASIN
 - C - CABLE BOX
 - E - ELECTRIC BOX
 - E - ELECTRIC MH
 - F - FIRE HYDRANT
 - F - FIBER OPTIC MARKER
 - F - FLAG POLE
 - G - GAS METER
 - G - GAS VALVE
 - C - CURB INLET
 - L - LIGHT POLE
 - M - MANHOLE
 - M - MONITORING WELL
 - P - PIPELINE MARKER
 - P - POWER POLE
 - S - SERVICE POLE
 - S - SANITARY MANHOLE
 - S - STORM MANHOLE
 - T - TELEPHONE PEDESTAL
 - T - TRANSFORMER
 - T - TRAFFIC SIGNAL BOX
 - T - TRAFFIC SIGNAL POLE
 - U - UNDERGROUND CABLE MARKER
 - W - WATER WELL
 - W - WATER METER
 - W - WATER VALVE
 - B - BENCHMARK
 - P - BOLLARD POST
 - A/C - A/C UNIT
 - AT&T - AT&T BOX

ENCROACHMENTS

1. 5,153 SQ. FT. BUILDING OVER 5 FEET ELECTRIC POWER LINE EASEMENT AS SHOWN

EXISTING PARKING SPACES

REGULAR	71
HANDICAP	4
TOTAL	75

- NOTES:**
1. BEARING BASIS IS THE SOUTHEAST R.O.W. LINE OF SOUTH FRIENDSWOOD DRIVE BEING SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST.
 2. SURVEYOR DID NOT ABSTRACT PROPERTY; SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY, EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY GF NO. CTH-FRW-CTT21740660SCM OF CHICAGO TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 29, 2021.
 3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
 4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
 5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
 6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE ENTITIES LISTED IN THE SURVEYORS CERTIFICATION. IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2021. ALL RIGHTS RESERVED.
 7. (TABLE A ITEM 17) THERE IS NO VISIBLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED; NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

FLOOD NOTE:

PROPERTY LIES WITHIN FLOOD ZONE X, ACCORDING TO F.I.R.M. MAP NO. 48167C 0014G, DATE 08-15-2019, BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

WEST SHADOWBEND AVE.
(R.O.W. VARIES)
INSTRUMENT NO. 2016031723

MCDONALDS ABST 151, PG. 5, LOT 1
HARVEY & 002-59-1624

TWO STORY
BLDG. 4,500 SQ. FT.
(6,974 SQ. FT.)

RESERVE "A"
1.6184 ACRES
(70,500 SQ. FT.)

LAURE PARK FRIENDSWOOD LTD
ABST 151, PG. 5, LOT 19
& NW 45 FEET OF LOT 1B HARVEY &
STOUT SUBDIVISION, BLOCK 2

DAVID AND MARILYN HOLLE
F.C. NO. 01-12-1984
G.C.D.R.

DAVID AND MARILYN HOLLE
F.C. NO. 01-12-1984
G.C.D.R.

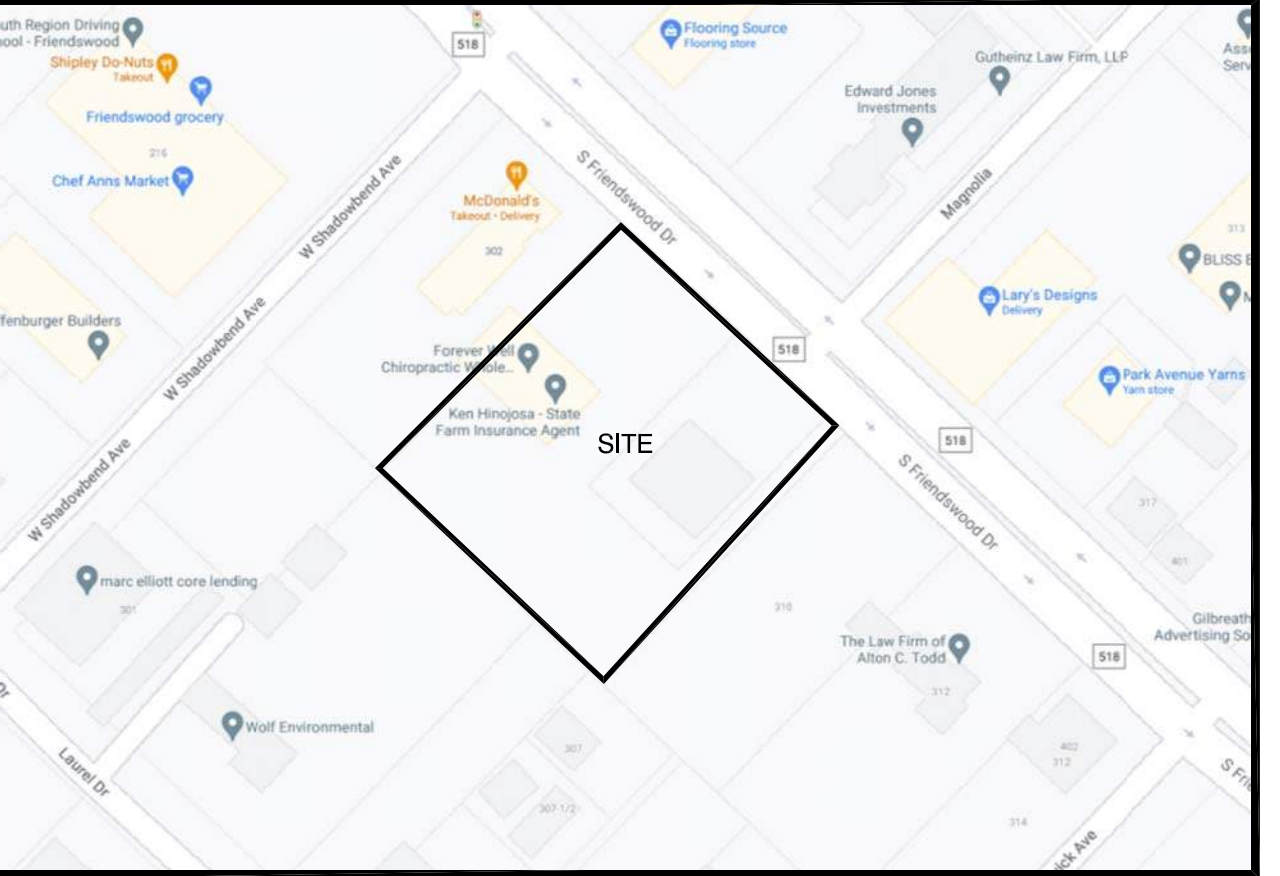
SURVEYOR'S CERTIFICATION

TO: 3100 CANAL, LLC, BANFIELD PROPERTIES, INC. AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 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, 6A, 6B, 7A, 7B1, 7C, 8, 9, 13, 14 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 29, 2021.

DATE OF PLAT OR MAP: APRIL 29, 2021

Fred W. Lawton Registered Professional Land Surveyor No. 2321
Surveyor's Email Address: fwlawton@stsurvey.com



VICINITY MAP
NOT TO SCALE

NOTE: NO TREES LARGER THAN 12" DIAMETER ON THIS PROPERTY

SCHEDULE "B" ITEMS

1. RESTRICTIVE COVENANTS OF RECORD ARE ITEMIZED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTON COUNTY, TEXAS.
- 10C. AN ELECTRIC TRANSMISSION LINE EASEMENT 5 FEET IN WIDTH, GRANTED TO COMMUNITYPUBLIC SERVICE COMPANY AS SET FORTH BY INSTRUMENT RECORDED IN VOLUME 2905, PAGE 490 (7734351) OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS AND SHOWN ALONG THE NORTHEAST PROPERTY LINE ON PLAT RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTON COUNTY, TEXAS, AS SHOWN HEREON;
- 10D. PROPOSED UTILITY EASEMENT 10 FEET WIDE ALONG THE SOUTHWEST PROPERTY LINE, AS SET FORTH ON PLAT THEREOF RECORDED IN/ UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTONCOUNTY, TEXAS, AS SHOWN HEREON;
- 10E. PROPOSED ELECTRIC POWER LINE EASEMENT 5 FEET WIDE ALONG THE SOUTHEAST PROPERTY LINE, AS SET FORTH ON PLAT THEREOF RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTONCOUNTY, TEXAS, AS SHOWN HEREON;
- 10F. ALL OTHER MATTERS SET FORTH ON PLAT RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE RECORDS OF GALVESTON COUNTY, TEXAS, AS SHOWN HEREON;

ZONING

THE SUBJECT PROPERTY IS ZONED "DD", DOWNTOWN DISTRICT, PER, THE CITY OF FRIENDSWOOD, COMMUNITY DEVELOPMENT DEPARTMENT 910 S. FRIENDSWOOD DRIVE FRIENDSWOOD, TEXAS 77546 LETTER DATED MAY 12, 2021.

NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES; COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

SETBACKS

FRONT 0 FEET
SIDE 15 FEET WHEN ABUTTING PROPERTY IN A RESIDENTIAL DISTRICT OR GARDEN HOME DISTRICT
REAR WHEN DD REAR YARD ABUTS A NON-RESIDENTIAL DISTRICT, REAR YARD SHALL BE A MINIMUM OF 0 FEET. G 15 WHEN DD REAR YARD ABUTS A RESIDENTIAL DISTRICT (RESIDENTIAL DISTRICT OR GARDEN HOME DISTRICT), REAR YARD SETBACK SHALL BE A MINIMUM OF 15 FEET.

MAXIMUM HEIGHT 70 FEET (MAXIMUM 4 STORIES)
LOT DENSITY 60%

ALTA/NSPS LAND TITLE SURVEY OF
RESERVE "A" OF FRIENDSWOOD COMPLEX, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER INSTRUMENT NO. 2016031723 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS.

ADDRESS: 306 SOUTH FRIENDSWOOD DRIVE FRIENDSWOOD, TEXAS 77546		REVISIONS:	
NO.	DATE	DESCRIPTION	
1.	5-4-21	COMMENTS	
2.	5-10-21	COMMENTS	
3.	5-14-21	COMMENTS	
4.	5-19-21	COMMENTS	

OWNER: FRIENDSWOOD COMPLEX LLC

JOB NO: 0744-21
DATE: 04-29-21

SCALE: 1" = 20'
SHEET 1 OF 1

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77062
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

Copyright 2021 South Texas Surveying Associates, Inc. K:\COMRES 2021\0744-21.DWG (KT)

JOB NO: 0744-21

LEGEND * ITEMS THAT MAY APPEAR IN *
DRAWING BELOW

M.U.E. = MUNICIPAL UTILITY EASEMENT
U.E. = UTILITY EASEMENT
A.E. = AERIAL EASEMENT
D.E. = DRAINAGE EASEMENT
S.S.E. = SANITARY SEWER EASEMENT
S.T.M.S.E. = STORM SEWER EASEMENT
W.L.E. = WATER LINE EASEMENT
= NOT TO SCALE

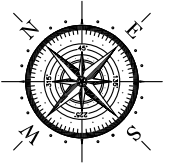
F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
S.I.R. = SET IRON ROD
W.P. = WOODEN POST
M.P. = METAL POST
C.F.# = CLERK'S FILE NUMBER
P.O.B. = POINT OF BEGINNING
B.L. = BUILDING LINE
FND. = FOUND
BRS = BEARS

P.A.E. = PERMANENT ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
W.S.E. = WATER & SEWER EASEMENT
E.E. = ELECTRIC EASEMENT
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE
P.P. = POWER POLE
U.T.S. = UNABLE TO SET

⊕ = CONTROL MONUMENT
● = MONUMENT
— = PROPERTY LINE
— = EASEMENT LINE
— = BUILDING SETBACK LINE
— = BUILDING WALL

// = WOODEN FENCE
—X— = CHAIN LINK FENCE
--- = UNDERGROUND ELECTRIC
⓪ = DOWN GUY
Ⓟ = POWER POLE
Ⓢ = SERVICE DROP

SCALE
1"=60'



MCDONALDS
ABST 151 PAGE 5 LOT 1 HARVEY
& STOUT OF LK 2
C.F. 8738395

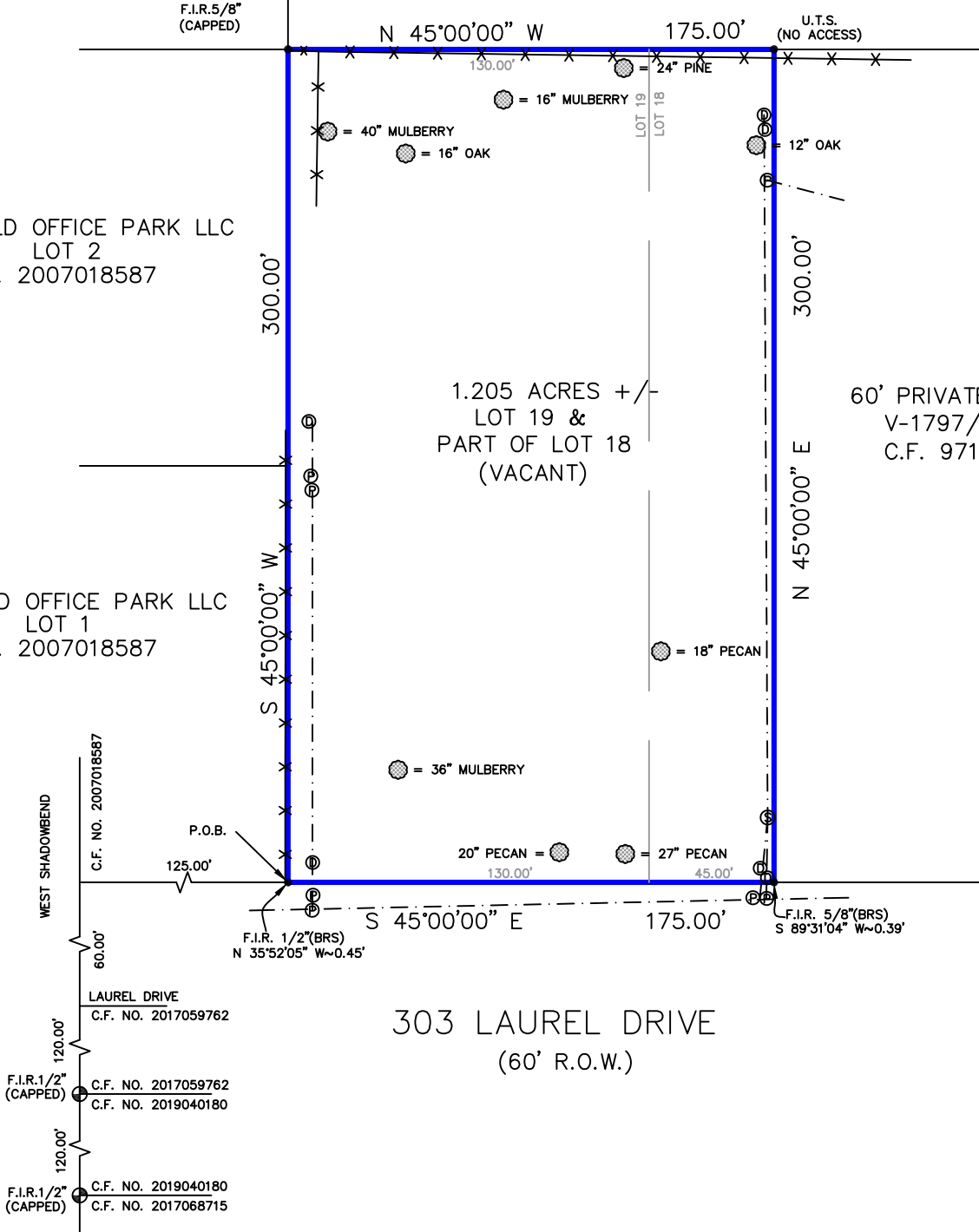
FRIENDSWOOD COMPLEX LLC
ABST151, RES A,
C.F 2016060994

BANFIELD OFFICE PARK LLC
LOT 2
C.F. 2007018587

BANFIELD OFFICE PARK LLC
LOT 1
C.F. 2007018587

1.205 ACRES +/-
LOT 19 &
PART OF LOT 18
(VACANT)

60' PRIVATE R.O.W.
V-1797/P-77
C.F. 9713903



Reviewed & Accepted by: _____ Date _____ / _____ Date _____

NOTES:
- BEARING BASIS: V-315/P-79 PLAT RECORDS
- SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS
- SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED PROPERTY
- UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS
- SUBJECT TO ZONING AND BUILDING ORDINANCES ENFORCED BY LOCAL MUNICIPALITIES
- SUBJECT TO RESTRICTIVE COVENANTS AS PER TITLE COMMITMENT
- PAGE 1 OF 2

LEGAL DESCRIPTION
PART OF LOT EIGHTEEN (18) AND ALL OF LOT NINETEEN (19), HARVEY AND STOUT SUBDIVISION OF LOTS SIX (6), SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF FRIENDSWOOD SUBDIVISION IN THE SARAH MCKISSICK OR J.R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 315, PAGE 79 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED

BANFIELD PROPERTIES

ADDRESS
303 LAUREL DRIVE



I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON (OR ON ATTACHED SHEET), AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN, AND WAS DONE BY ME OR UNDER MY SUPERVISION, AND CONFORMS TO OR EXCEEDS THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOB # 2109159
DATE 09/09/2021
GF# CH-7655-1076551900330-JL

PRO-SURV
P.O. BOX 1366, FRIENDSWOOD, TX 77549
PHONE: 281-996-1113 FAX: 281-996-0012
EMAIL: orders@prosurv.net
T.B.P.E.L.S. FIRM #10119300
ONLY SURVEY MAPS WITH THE SURVEYOR'S ORIGINAL SIGNATURE ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION
© 2021 PRO-SURV - ALL RIGHTS RESERVED

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: November 1, 2021

Date submitted: 10/04/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City's Fall Haul event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This year's Fall Haul event will take place on Saturday, November 13th, from 8 am to 2 pm. Similar to prior years, the event will take place at Centennial Park and is open to Friendswood residents, only. Please have your ID available for proof of residency.

Shredding services will be provided from 8 am to 12 pm, or until the truck is full. There is a 200 pound limit of paper per vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

In conjunction with America Recycles Day, the City and Keep Friendswood Beautiful are holding the Annual Fall Haul, community clean-up and garage sale event on Saturday, November 13, at Centennial Park, 2200 S. Friendswood Dr., from 8 a.m. - 2 p.m. This is not an area-wide event, but is presented for the benefit of the citizens of Friendswood. Residents will have to show proof of residency to participate. Only non-hazardous items will be accepted. Examples of non-hazardous items that will be accepted include tree limbs, grass clippings, old appliances, old furniture, wood, metal, and plastic items, large and small.

Free paper shredding is will be available from 8 a.m. to 12 p.m. or until the truck is full. There is a 200 lb. limit of paper per vehicle. Please, no three-ring binders, cardboard, floppy disks, hanging file folders, newspaper, microfiche, or video tapes. Paper shredding will be available on site.

Hazardous Waste will not be accepted. Examples of hazardous waste include tires, paint, batteries, oil, or any other household hazardous waste.

Residents can donate garage sale items to Keep Friendswood Beautiful. KFB will be accepting furniture, household items, bikes, etc. in good condition (clothing will not be accepted). Garage sale items can be dropped off the morning of the event at Centennial Park. All proceeds from the garage sale will benefit the beautification of city facilities and parks.

For more information please call the Friendswood Parks & Recreation Department at 281-996-3220.

RECOMMENDATIONS

ATTACHMENTS

1. Fall Haul 2021

FALL HAUL

NOVEMBER 13, 2021

8:00 AM - 2:00 PM

Centennial Park - 2200 S. Friendswood Dr.



FRIENDSWOOD RESIDENTS

Please have your ID available for proof of residency.

SHREDDING SERVICES

Shredding will be offered from 8 a.m. - 12 p.m., or until truck is full. There will be a 200 lb limit of paper per vehicle. Items not able to be shredded are 3 ring binders, cardboard, floppy disks, hanging file folders, newspaper, microfiche, and video tapes.

GARAGE SALE

KFB will be accepting garage sale donations such as; furniture, household items, bikes, etc. in good condition, (clothing not accepted). Garage sale items can be dropped off from 8 a.m. - 12 p.m. at Centennial Park. All proceeds from the garage sale will benefit the beautification of City facilities and parks.

CLEAN-UP ITEMS

Tree limbs, grass clippings, old appliances, old furniture, unwanted wood, metal, and plastic.

NO HAZARDOUS WASTE

Examples of items that will not be accepted are: tires, paint, batteries, oil, or any other household hazardous waste. If you have any questions please call the Parks and Recreation Department at 281-996-3220.



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: November 1, 2021

Date submitted: 10/15/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the grants awarded to the Friendswood Police Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood Crime Victim Assistance Program Receives Grant for 22nd year

The Friendswood Police Department's Victim Assistance Program has been awarded a grant to continue funding its Crime Victim Assistance Program. The grant awards were announced on October 14, 2021. The Friendswood program began in 1999. It is a model program, using best practices formulated by the International Association of Chiefs of Police. The \$76,908 grant will pay the salary and benefits of the Crime Victim Liaison. The grant is awarded under the federal Victims of Crime Act fund (VOCA) and is distributed by the Governor's Criminal Justice Division. VOCA funds provide outreach and advocacy to identify needs and expedite appropriate services for crime victims. The program addresses issues such as domestic violence, child abuse and sexual assault.

Friendswood receives Patrick Leahy Bulletproof Vest Partnership Act grant funding

The FY 2021 awards were announced on October 14, 2021 and are used for National Institute of Justice (NIJ) compliant armored vests for police officers ordered after April 1, 2021. The deadline to request payments from the FY 2021 award is August 31, 2023. It is a requirement of the grant that the Department have a mandatory wear policy in place. That requirement is already met by the Department. The grant provides a fifty-percent reimbursement for the purchase of bulletproof vests. Officers receive a new vest every five years.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Grant funding helps bridge the gap between department resources and its needs.

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: November 1, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding Friendswood's Safest Cities ranking.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has recently been recognized for being a safe city. Safewise ranked Friendswood number 16 out of 50 in the state of Texas. The survey used crime statistics from the FBI and safety reports from the past two years, along with demographic information, such as population and annual income from each city. The yearly state safety report from SafeWise was also used to determine which cities in Texas and the U.S. were deemed the safest.

A big thank you to the Friendswood Police Department for making Friendswood a safe city.

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: November 1, 2021

Date submitted: 09/17/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action [authorizing an increase in the monthly contribution rate for the Friendswood Volunteer Fire Department's Pension, the Texas Emergency Services Retirement System and authorizing the City Manager to execute the contract.](#)

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This is the volunteer pension program that FVFD provides for their volunteer membership. By State statute the contract with Texas Emergency Services Retirement System (TESRS) requires the City of Friendswood to participate as the governing body.

This request and amendment to the contract is to increase the current pension by \$12.00 per month per volunteer, moving the pension amount from \$96.00 to \$108.00 per month per volunteer.

The costs for this increase are incorporated within the FVFD annual budget as currently proposed and as such signing this amendment does not further increase City costs. The City's FY22 adopted budget includes funding for the FVFD contract inclusive of the volunteer pension increase).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

TESRS and a small per call stipend (helps defray costs of volunteering) are the only financial benefits beyond corporate accident insurance and workers compensation insurance individual volunteers receive. As such, this is a critical piece in our recruitment and retention process.

FVFD is comparably behind with respect to contributions per volunteer from neighboring departments that participate in TESRS and by implementing an increase every 2 years, they will notably reduce the gap. The last increase was effective October 7, 2019 (2 years ago).

RECOMMENDATIONS

Recommendation is made for City Council to give the Mayor authority to sign the amendment to the agreement.

ATTACHMENTS

1. FVFD Pension Increase

Amendment Effective Date:
October 1, 2021

Texas Emergency Services Retirement System
and
City of Friendswood, Texas
Friendswood Volunteer Fire Department

AMENDMENT
Texas Emergency Services Retirement System and
City of Friendswood, Texas
Friendswood Volunteer Fire Department

The Texas Emergency Services Retirement System (TESRS) and City of Friendswood, Texas (Governing Entity), on behalf of Friendswood Volunteer Fire Department (Participating Department), entered into a Contract effective April 1, 1998. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **October 1, 2021**.

Monthly Contribution Rate: Effective October 1, 2021, the Governing Entity has elected to increase monthly contributions to the TESRS Pension System on behalf of each active participating member from a rate of **\$96.00** to **\$108.00** per month. TESRS will apply the increase in the monthly contributions effective October 1, 2021.

EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2021 by their duly authorized officers or other representatives.

City of Friendswood, Texas

Texas Emergency Services Retirement System

Morad Kabiri, City Manager

Shirley Hays, Executive Director

Date: _____

Date: _____

**Friendswood Volunteer Fire
Department**

Mark Garvin, Local Board Chairman

Date: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 10/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action regarding the reappointment of Kaye Corey, Betty Moreno, Brent Bell, Dianna Le Nell Hall, Mary Wise, Tammy Hill, and Brandee Fernandez to the Keep Friendswood Beautiful Committee for three-year terms beginning November 2021 and ending November 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to take action on the following reappointments to the Friendswood Senior Citizen Advisory Committee:

- Kaye Corey,
- Betty Moreno,
- Brent Bell,
- Dianna Le Nell Hall,
- Mary Wise,
- Tammy Hill, and
- Brandee Fernandez.

All members have complied with the requirements of the City's Appointment Policy and desire reappointment. If appointed, they will serve another three-year term beginning November 2021 and ending November 2024.

The following members did not desire reappointment, thus leaving these positions vacant: Paul Marx, Justin Estopinal, Leslie Peralta, and Sherry Goen.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Hill, Tammy Volunteer Application 2021_Redacted
2. Hall, Dianna Le Nell_Redacted
3. Bell, Brent_Redacted
4. Moreno, Betty_Redacted

5. Wise, Mary_Redacted
6. Corey, Kaye_Redacted
7. Fernandez, Brandee_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: Tammy H. '11 HOME PHONE: /
HOME ADDRESS: [REDACTED] WORK PHONE: /
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Retired
SPECIAL INTERESTS AND TALENTS: sewing, Quilting & Camping

Are you currently serving as a member of any Friendswood governmental body? No
If so, please name the body: /

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, text, or other markings on the page.

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

DATE OF BIRTH: 

SEX: F

FRIENDSWOOD RESIDENT FOR 6 YEARS

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

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

/

Please list any civic or community endeavors in which you have been involved: /

/

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.

Tammy Hill
Signature of Applicant

5-25-2021
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Genie Balderaz
ADDRESS: [REDACTED]
PHONE: [REDACTED]

NAME: Shadey Saldana
ADDRESS: Friendswood
PHONE: [REDACTED]

CC: M & CC

James Toney, P&R



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Dianna Le Nell Hall HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: SAHM - photographer
SPECIAL INTERESTS AND TALENTS: Gardening
Social Media, photographing pretty much thing.
Are you currently serving as a member of any Friendswood governmental body? No
If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- ☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

I really look forward to
serving on the KFPB committee.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 2 YEARS

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

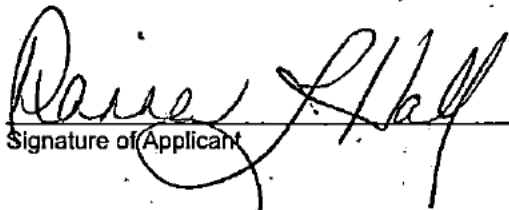
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

- None

Please list any civic or community endeavors in which you have been involved: PTO, special needs groups
church

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

4/2/2019
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

NONE

PERSONAL REFERENCES:

Please list at least two references.

NAME:

Monica Livesell

ADDRESS:

PHONE:

NAME:

Amy Furell

ADDRESS:

PHONE:

CC: M & CC

James Toney, P & R

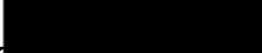
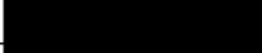


BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Brent BellHOME PHONE: HOME ADDRESS: WORK PHONE: EMAIL ADDRESS: CELL PHONE: OCCUPATION: President Waste Management Recycle America

SPECIAL INTERESTS AND TALENTS: _____

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

Brent Bell has been in the waste industry for over 20 years. Brent started at USA Waste in 1997 and worked at the corporate offices during the USA/Waste Management merger in the late 1990's. Brent moved to Recycling a few years later and helped form a subsidiary of Waste Management, Waste Management Recycle America, to focus on WM recycling services. Brent is currently President of Waste Management Recycle America responsible for the operations of 100+ recycling facilities in North America and Sales of 13M tons of recyclables. Waste Management is the largest residential recycler in North America and helps customers of all sizes with diversion and sustainability goals.

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 10+ 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)?

Recycling industry expert, Brent Bell has been interviewed by Wall Street Journal, CBS News, Bloomberg, NPR and recently participated in the first-ever EPA Recycling Summit with EPA Administrator Andrew Wheeler. Brent is a regular speaker at the Waste Management Sustainability Forum, hosted every year during the Waste Management Phoenix Open, which is the largest zero waste sporting event in the world.

Please list any civic or community endeavors in which you have been involved: _____

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

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



Signature of Applicant

02/19/2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

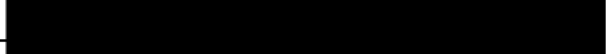
NAME: Ryan Nordt

ADDRESS: 

PHONE: 

NAME: Susan Robinson

ADDRESS: 

PHONE: 

CC: M & CC

Aubrey Harbin, CDD
James Toney, P & R
Mary Perroni, Library



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Betty Moreno

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Retired RN (Registered Nurse)

SPECIAL INTERESTS AND TALENTS: Excellent typing/computer skills,
good interpersonal skills.

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

If so, please name the body: N/A

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☒ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

☒ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Willing to volunteer in any capacity.

OTHER

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

Please use the space below for additional comments.

I am a retired nurse (from Texas Children's Hospital);
I enjoy volunteering at United Way as a volunteer
ESL Teacher and also I am an active volunteer
with the USO at Hobby Airport and Ellington
Field. I love being a volunteer because my
nursing career was being a "caregiver" and I
get a lot of satisfaction from helping others.

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

DATE OF BIRTH: 

SEX: Fe

FRIENDSWOOD RESIDENT FOR 11 YEARS

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

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

MSN (master of Science in Nursing Leadership & Management)

Please list any civic or community endeavors in which you have been involved: Volunteer with Bay Area United Way ESL Literacy Advance; USO Volunteer at Hobby Airport. Recently have become involved with Jane Long DAR (Pasadena)

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

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

Betty C. Moreno
Signature of Applicant

4/21/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

N/A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Chivas Guynes

ADDRESS:

PHONE:

NAME: Emedina Tasso

ADDRESS: Bay Area United Way of Greater Houston

PHONE: 281-282-6032 (work)

1300 Bay Area Blvd Bldg A
Houston, TX 77058



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Mary Wise

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Teacher, Realtor, Mom

SPECIAL INTERESTS AND TALENTS: Outdoors, parks, volunteering, Basketball, volleyball, art, photography.

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KFB - parks

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

I love our city and our small town feel. I know this is only possible with all of the volunteers that give up so much time for our city! I have loved my time volunteering with the city and plan to continue as long as I live here ☺

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 34 YEARS

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

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

Teaching license, Real estate license, many certificates in continuing education, volunteering, etc.

Please list any civic or community endeavors in which you have been involved: Teacher, volunteer w/ local sporting groups, young life, and more.

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

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

Margaret D. Wise
Signature of Applicant

2.14.2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

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

Name of Board, Committee or Commission:

Dates of Service:

Parks & Rec. Board

?

Keep Friendswood Beautiful

?

PERSONAL REFERENCES:

Please list at least two references.

NAME: Denise Ruiz

ADDRESS: _____

PHONE: _____

NAME: Mandy Harris

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Kave Coreu

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Gardening

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Keep Friendswood Beautiful

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- LIBRARY BOARD
LIBRARY VOLUNTEER *Friends of*

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

Community Appearance Board - Chairman

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 30 YEARS

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

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

Texas Master Gardener
Landscape Design Consultant Certification
Galv. City Sr. Master Gardener Coordinator and Heritage & MG Leader.

Please list any civic or community endeavors in which you have been involved: _____

KFB Pollinator Garden
KFB Beautification Chairman
Rotary Menarch Waystation

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

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


Signature of Applicant

2.9.20
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Community Appearance Board
Chairman

2000 - 2004 ?

PERSONAL REFERENCES:

Please list at least two references.

Mrs. Betty Springer

NAME: Betty Springer

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Mrs. Bobbie Sander

ADDRESS: [REDACTED]

PHONE: [REDACTED]

CC: M & CC

James Toney, P & R
Roger Roecker, CMO

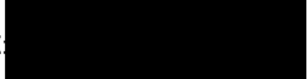


BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: BRANDEE J. FERNANDEZ HOME PHONE: 
HOME ADDRESS:  WORK PHONE: 
EMAIL ADDRESS:  CELL PHONE: 
OCCUPATION: DIRECTOR : GLOBAL PROCUREMENT

SPECIAL INTERESTS AND TALENTS: LEADERSHIP, MENTORING, SOCIAL MEDIA FOR SMALL GROUPS, COMMUNICATION, SUPPLY CHAIN/ STRATEGY, NEGOTIATION

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

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

DATE OF BIRTH: 

SEX: F

FRIENDSWOOD RESIDENT FOR 2.5 YEARS

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

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

MASTERS DEGREE IN BUSINESS, SUPPLY CHAIN CERTIFICATIONS THROUGH
FSM + APICS (CPIM + C.P.M).

Please list any civic or community endeavors in which you have been involved: _____

TROOP LEADER - GIRL SCOUTS OF SAN JACINTO.
LIGHTHOUSE CHARITY VOLUNTEER

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

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

Brandi J. Hernandez
Signature of Applicant

9/25/2017
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

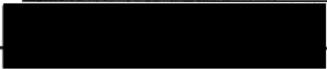
Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: **DANA MIROWSKI**

ADDRESS: _____

PHONE:  _____

NAME: **SALLY DAVILA**

ADDRESS: _____

PHONE:  _____

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: November 1, 2021

Date submitted: 10/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action regarding the reappointment of David O'Brien and Vickie Hefner to the Senior Citizens Advisory Committee for three-year terms beginning November 2021 and ending November 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to approve the reappointment of Mr. David O'Brien and Ms. Vickie Hefner to serve another three-year term beginning November 2021 and ending in November 2024. The applicants desire reappointment and have complied with the City's Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. O'Brien, David_Redacted
2. Hefner, Vicki volunteer application 2020_Redacted



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: DAVID E O'BRIEN III HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: [REDACTED]

SPECIAL INTERESTS AND TALENTS: Many general activities

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Zoning Board of Adjustments

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

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CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Zoning Board of Adjustments

1995(?) to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____
ADDRESS: _____
PHONE: _____

NAME: _____
ADDRESS: _____
PHONE: _____

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 40 YEARS

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

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

20+ years ZBOA member & Chairman

Please list any civic or community endeavors in which you have been involved:

Heritage Garden Club

MAN Senior Activity Center Events, Trips, Exercise, Dominoes, etc.

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

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

David E O'Brien III

Signature of Applicant

5-28-2018

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Vickie Hefner HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: retired

SPECIAL INTERESTS AND TALENTS: senior activity center

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: advisory board senior activity center

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- LIBRARY BOARD
-
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

1

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 33 YEARS

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

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

30 college hours

33 years with AT&T in numerous positions
including management

Please list any civic or community endeavors in which you have been involved:

Horses for Kids @ risk

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

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

Zickie Hefner
Signature of Applicant

3/23/2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

2019 Bond

2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: Genie Balderes

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: November 1, 2021

Date submitted: 09/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action regarding the appointment of Lindsey Vaughn for an unexpired three-year term to the Fourth of July Steering Committee beginning immediately and ending November 30, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fourth of July Steering Committee assists 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.

This item allows the council to appoint Lindsey Vaughn to an unexpired three-year term to the Fourth of July Steering Committee beginning immediately and ending November 30, 2023.

Ms. Vaughn has complied with the criteria set in the City's appointment policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Vaugh, Lindsey - Volunteer Application_4th of July Steering Committee 2021 08 12_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: Lindsey Vaughn HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED] CELL PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED]
OCCUPATION: Real estate consultant, Broker - owner of RE/MAX American Dream
SPECIAL INTERESTS AND TALENTS: Perfect Attendance for Rotary, Run music fest + cook off, loves to serve where we work + live.
Are you currently serving as a member of any Friendswood governmental body? Friendswood chamber Board, Amb. Chair
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.

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

DATE OF BIRTH [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 8 YEARS

ALVIN

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

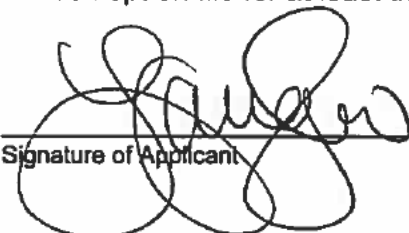
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Real estate Brokerage, Certified Mentor for Buffini and Company
Certified Facilitator for Workman Success Systems.

Please list any civic or community endeavors in which you have been involved: Alvin Sunrise Rotary
President, Amb. Chair for Friendswood + Alvin Chambers,
TIR2 community for Kendall Lakes, Charter Review Comm,

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

4/18/2021
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Chamber Amb. for FW

2019-21

Chamber Board

2020-21

Expo Comm. Chair

2021

PERSONAL REFERENCES:

Please list at least two references.

NAME: Carol Marcantel

ADDRESS:

PHONE:

NAME: Kinsey Droege

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: November 1, 2021

Date submitted: 10/05/2021

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 requirement that members of City advisory boards, commissions and committees be residents or business owners who pay City of Friendswood taxes.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On September 13, 2021, the Council directed staff 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 advisory in nature. After further review of the proposed resolution, the Council, on October 4, 2021, directed staff to bring back a resolution with language requiring members of City boards, commissions and committees advisory in nature to be residents or business owners that pay City of Friendswood taxes. The amended language is 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 city boards, commissions, or committees that are advisory in nature, are required to be residents of the city, or a business owner that pays taxes to the City of Friendswood. 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 - Requirement for Advisory Board Appointees to be city taxpayers

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 1st day of NOVEMBER, 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 NOVEMBER 1, 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.

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. Officers of the Planning and Zoning Commission, Zoning Board of Adjustment, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and the Charter Review Commission are required to be residents of Friendswood. Members of boards, commissions, or committees, that are advisory in nature, are required to be residents of the city, or business owners that pay taxes to the City of Friendswood. 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

EXHIBIT "A"

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

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)

EXHIBIT "A"

**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: November 1, 2021

Date submitted: 09/21/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action on a proposed resolution designating the City of Friendswood representative and alternate to the Houston-Galveston Area Council 2022 General Assembly and Board of Directors.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates a representative and an alternate for the General Assembly of the Houston-Galveston Area Council for the year 2022. H-GAC's Bylaws authorize the Council to select one member and one alternate member to serve as representatives for both the General Assembly and the Board of Directors.

The proposed appointments are as follows:

- Council Member Sally Branson as the representative, and
- Mayor Mike Foreman, as the alternate.

Once appointed, the 2022 representatives will begin their terms on January 1, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Proposed Resolution - HGAC Representative and Alternate 2022
2. 2022_City of Friendswood Des Ltr
3. 2022_City of Friendswood Des Frm

RESOLUTION NO. R2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, HEREBY DESIGNATING SALLY
BRANSON AS REPRESENTATIVE AND MIKE FOREMAN
AS ALTERNATE TO THE HOUSTON – GALVESTON AREA
COUNCIL 2022 GENERAL ASSEMBLY AND BOARD OF
DIRECTORS..**

* * * * *

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

Section 1. That the City Council of the City of Friendswood hereby designates Sally Branson as the City of Friendswood’s representative to the General Assembly of the Houston-Galveston Area Council for the year 2022 and to the Board of Directors of the Houston-Galveston Area Council for the year 2022.

Section 2. That the City Council of the City of Friendswood hereby designates Mike Foreman as the City of Friendswood’s alternate representative to the General Assembly of the Houston-Galveston Area Council for the year 2022 and to the Board of Directors of the Houston-Galveston Area Council for the year 2022.

Section 3. The term of these representatives shall be concurrent with their terms as members of the Council.

Section 4. The City Secretary is hereby directed to notify the Executive Director of the Houston-Galveston Area Council of the City’s representative named hereinabove.

Section 5. 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 1st day of NOVEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney



HOUSTON – GALVESTON AREA COUNCIL
OFFICE OF THE EXECUTIVE DIRECTOR

September 20, 2021

The Honorable Mike Foreman
Mayor
City of Friendswood
910 S Friendswood Drive
Friendswood, TX 77546-4856

Dear Mayor Foreman:

As we approach 2022, the Houston-Galveston Area Council will be entering its 56th year of public service. We continue to explore new opportunities to better serve our members through ever evolving programs and innovative services. The General Assembly and Board of Directors are vitally instrumental in the agency's course of action during these unprecedented times. As Mayor, you have an opportunity to play a unique role in our future by designating the City Councilmember that will represent the City of Friendswood at the annual gathering of our General Assembly and monthly Board meetings.

H-GAC's Bylaws authorize each member city with a population of at least 25,000 but not more than 99,999 according to the last preceding Federal Census (2020) to select one member of its governing body as its representative and one member of its governing body as an alternate to the H-GAC General Assembly.

H-GAC's Bylaws also stipulate that your Board of Directors representative shall be the General Assembly delegate. Therefore, the official chosen to serve as the General Assembly representative will also be designated to serve on H-GAC's Board of Directors.

I've attached a form that should be helpful as you complete your city's designation actions. Please return the completed form by email to laura.parker@h-gac.com.

The 2022 designated representatives begin their terms of office on the first of January 2022.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598. Thank you again for the City of Friendswood's continuing participation and support for the Houston-Galveston Area Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chuck Wemple', is positioned above the printed name.

Chuck Wemple

CW/cj

Attachment
cc: City Secretary

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2022 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS**

BE IT RESOLVED, by the City Council of Friendswood, Texas that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2022:

REPRESENTATIVE _____

ALTERNATE _____

FURTHER THAT, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2022.

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 10/04/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed resolution authorizing and approving the submission of DR-4572 Hurricane Laura Hazard Mitigation Grant Program Application and designate the Mayor as the authorized official.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Hazard Mitigation Grant funding is available through the DR-4572 Hurricane Laura Hazard Mitigation Grant Program as part of the FEMA Hazard Mitigation Grant Program. Staff has identified a Comprehensive Drainage Plan as a project to submit an application. The City of Friendswood's current drainage plan was adopted in 2007. Since then, the City has experienced numerous damaging floods including the 2015 floods, Hurricane Harvey, and Tropical Storm Beta. These events have resulted in adverse impacts on life and property damage. In addition to these storm events, updated rainfall data issued by NOAA (Atlas 14) in 2018 and multiple flood control projects across the city have contributed to the need for updating the City's Drainage Plan. The project, if funded, will include engineering and modeling services to provide an updated Comprehensive Drainage Plan utilizing city-wide survey data, historical data, and the latest available LiDAR data. Select parts of the City's infrastructure and drainage conditions will be analyzed as part of the study to determine current and future flood mitigation needs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Comprehensive Drainage Plan would significantly benefit the City of Friendswood and its residents by identifying flood mitigation strategies that will protect future loss of life and damage.

RECOMMENDATIONS

Staff recommends Council's approval for the adoption of this resolution.

ATTACHMENTS

1. Proposed Resolution Submission of DR-4572 Hurricane Laura

RESOLUTION NO. R2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, AUTHORIZING AND
APPROVING THE SUBMISSION OF DR-4572 HURRICANE
LAURA HAZARD MITIGATION GRANT PROGRAM
APPLICATION AND DESIGNATING THE MAYOR AS THE
AUTHORIZED OFFICIAL.**

* * * * *

WHEREAS, the City of Friendswood City Council finds it in the best interest of the citizens of Friendswood, that the City of Friendswood, submit a project application for the DR-4572Hurricane Laura Hazard Mitigation Grant Program through the FEMA Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the City of Friendswood agrees to provide applicable local matching funds for the said projects as required by the DR-4572 Hurricane Laura Hazard Mitigation Grant Program; and

WHEREAS, the City of Friendswood agrees to provide applicable local matching funds for the said projects as required by the DR-4572 Hurricane Laura Hazard Mitigation Grant Program.

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 the City Council of the City of Friendswood, Texas, authorizes and approves the submission of the grant application for the City of Friendswood – DR-4572 Hurricane Laura Hazard Mitigation Grant Program (Comprehensive Drainage Plan) through the Texas Department of Emergency Management.

Section 3. That the City of Friendswood, Texas, designates the Mayor as the grantee's authorized official who has the power to apply for, accept, reject, alter, or terminate the grant application on behalf of the City of Friendswood.

PASSED, APPROVED AND RESOLVED on this 1st day of NOVEMBER, 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: November 1, 2021

Date submitted: 10/04/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed resolution authorizing and approving the submission of DR-4586 Texas Winter Storm Hazard Mitigation Grant Program Application and designating the Mayor as the authorized official.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Hazard Mitigation Grant funding is available through the DR-4586 Texas Winter Storms Hazard Mitigation Grant Program, part of the FEMA Hazard Mitigation Grant Program. Staff has identified a portable generator as eligible for this program. If funded, the City would obtain a 200-250 kilowatt generator, which would be sized adequately enough to power the City's lift stations, booster pumps, or some of the City's buildings in the event of an emergency.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The availability of a large generator would provide backup power in the event of an emergency to power a critical facility in need.

RECOMMENDATIONS

Staff recommends Council's approval for the adoption of this resolution.

ATTACHMENTS

1. Proposed Resolution - DR-4586 Texas Winter Storm Haz Mit Grant

RESOLUTION NO. R2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, AUTHORIZING AND
APPROVING THE SUBMISSION OF DR-4586 TEXAS
WINTER STORM HAZARD MITIGATION GRANT
PROGRAM APPLICATION AND DESIGNATING THE
MAYOR AS THE AUTHORIZED OFFICIAL.**

* * * * *

WHEREAS, , the City of Friendswood City Council finds it in the best interest of the citizens of Friendswood, that the City of Friendswood, submit a project application for the DR-4586 Texas Winter Storm Hazard Mitigation Grant Program through the FEMA Hazard Mitigation Grant Program (HMGP); and

WHEREAS, , the City of Friendswood agrees to provide applicable local matching funds for the said projects as required by the DR-4586 Texas Winter Storm Hazard Mitigation Grant Program; and

WHEREAS, the City of Friendswood agrees that in the event of loss or misuse of Texas Department of Emergency Management or FEMA funds, the City of Friendswood assures that the funds will be returned to the Texas Department of Emergency Management or FEMA in full.

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 the City Council of the City of Friendswood, Texas, authorizes and approves the submission of the grant application for the City of Friendswood – DR-4586 Texas Winter Storm Hazard Mitigation Grant Program (Emergency Portable Generator) through the Texas Department of Emergency Management.

Section 3. That the City of Friendswood, Texas, designates the Mayor as the grantee's authorized official who has the power to apply for, accept, reject, alter, or terminate the grant application on behalf of the City of Friendswood.

PASSED, APPROVED AND RESOLVED on this 1st day of NOVEMBER, 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: November 1, 2021

Date submitted: 10/20/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed resolution for an interlocal agreement with Friendswood Independent School District to waive permit and inspections fees for 2020 bond projects and to require third party plan review and inspections for the two new buildings – Cline Elementary School and the Performing Arts Center at the high school.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

This is a proposed agreement to waive permit and plan review fees for the building projects associated with the 2020 Bond Projects. Additionally, part of the agreement also includes FISD and PBK Architects utilizing a third party company for plan review and inspections for the two new, free-standing buildings - Cline Elementary and the Performing Arts Center at the high school campus. This is due to the staffing limitations of the City and the complexity of these two buildings. The building department will still issue permits, retain copies of the plans, inspection records and engineer letters, and issue a Certificate of Occupancy at the time of completion.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Waiving the fees will allow FISD to spend money on other aspects of the projects.

RECOMMENDATIONS

Staff recommends approval of the agreement.

ATTACHMENTS

1. Proposed Resolution FISD Cline Elem and Performing Arts Center
2. Exhibit A - COF and FISD Interlocal Agreement 2020 Bond Projects 10-12-2021

RESOLUTION NO. R2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY AND THE FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT TO WAIVE PERMIT AND INSPECTION FEES FOR THE CONSTRUCTION OF NEW FACILITIES AND RENOVATIONS OF EXISTING FACILITIES IN CORRELATION TO THE FISD 2020 BOND PROJECTS.

* * * * *

WHEREAS, the City recognizes a need to contract with Friendswood Independent School District.

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

Section 1. That an Interlocal Agreement by and between the City and the Friendswood Independent School District waiving permit and inspection fees for the 2020 FISD bond projects is hereby approved.

Section 2. That the Mayor and City Secretary are authorized and directed to execute and attest, respectively, the Interlocal Agreement by and between the City and the Friendswood Independent School District in substantially the same form as is attached hereto as Exhibit “A” and made a part hereof for all purposes.

PASSED, APPROVED AND RESOLVED on this 1st day of NOVEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT A

Interlocal Agreement

This Interlocal Agreement (this “Agreement”) is made and entered into between the Friendswood Independent School District (the “District”) and the City of Friendswood (the “City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001 *et seq.* The parties have agreed to cooperate in certain development activities, set forth in detail below.

A. Permit and Inspection Fees

The City of Friendswood will waive all permit and inspection fees for newly constructed or renovated district facilities funded from the 2020 Bond, including building (plan review and permit fees), electrical, mechanical, plumbing, gas, and sign permit fees for the following projects:

- New Cline Elementary School
- Westwood Elementary Classroom Addition (4 classrooms)
- Bales Intermediate Classroom Addition (4 classrooms)
- Windsong Intermediate Classroom Addition (6 classrooms)
- Friendswood High School Additions & Renovations
 - New auditorium
 - Renovation of existing auditorium and Fine Arts wing
 - Renovation of existing CTE spaces
 - New competition gym with storage and locker rooms
 - Renovation of existing locker rooms
 - Reconfigure and add athletic field space
- District-wide Safety & Security
- District-wide Technology
- District-wide Priority Maintenance

In lieu of city-provided plan reviews and inspections, third party plan review and inspections will be provided by the District for the new Cline Elementary and Friendswood High School new auditorium. The City will issue no-charge permits, maintain inspection records, inspection documentation including engineer letters and issue a Certificate of Occupancy upon completion of construction.

B. Miscellaneous Provisions

1. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto; the obligation of such party with respect to such future performance shall continue in full force and effect.
2. This Agreement may not be altered or amended except in writing executed on behalf of all the parties.

EXHIBIT A

3. This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations and ordinances of the State of Texas, the County of Galveston, the City of Friendswood and the Board policies of the District. In performing the obligations required of it under the terms of this Agreement, the District will comply with all applicable federal, state, county and city ordinances, rules and regulations.
4. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable in whole or in part or bestow any rights or benefits upon any third parties.
5. The District will require any contractor performing work on behalf of the District to maintain and provide proof of general liability insurance covering the construction or installation of any improvements that the District or its contractors are obligated to construct or install herein. The policies shall provide for minimum coverage of One Hundred Thousand Dollars (\$100,000.00) for injuries or death to any one person, not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries or death to more than one person in any one accident or occurrence, and not less than One Hundred Thousand Dollars (\$100,000.00) for any single occurrence for injury to or destruction of property. Nothing herein shall constitute a waiver or limitation of any defense or immunity to which the City or the District is entitled under law.
6. This Agreement contemplates the future execution of various and additional written agreements and instruments, including a facility sharing agreement, certain licensing agreements and easement documents. In the event that the parties fail to agree upon or execute such contemplated agreements or instruments, neither party shall have the right to seek or pursue any equitable relief or monetary damages with respect to any obligation herein or intended by the parties to be further memorialized or clarified in a subsequent agreement or instrument.
7. Unless otherwise stated, obligations undertaken by a party hereunder shall be at that party's sole expense and paid for from current budgeted funds.

EXECUTED on the dates below written.

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

By:

President, Board of Trustees

Date

EXHIBIT A

CITY OF FRIENDSWOOD

By:

Name: Mike Foreman
Title: Mayor

Date

Attest:

Name: Lettie Brysch
Title: City Secretary

Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 10/26/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action regarding the casting of 100 votes for the purpose of electing person(s) to the Galveston Central Appraisal District Board of Directors for 2022-2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the Council to cast its 100 votes for a person or persons to serve on the Galveston Central Appraisal District Board of Directors for a term beginning on January 1, 2022, and ending on December 31, 2023. As a reminder, the Council nominated Mr. Scott Brast and Chad Tessler at its September 13, 2021, meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Elect a member to the Board of Directors of the Galveston Central Appraisal District.

ATTACHMENTS

1. Proposed Resolution - Casting Ballot for GCAD Board
2. Exhibit A - Ballot
3. GCAD Correspondence and Ballot 2022-2023

RESOLUTION NO. R2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, CASTING ITS BALLOT FOR THE
ELECTION OF A PERSON TO THE BOARD OF DIRECTORS
OF THE GALVESTON CENTRAL APPRAISAL DISTRICT
FOR 2022-2023 AND PROVIDING FOR THE EFFECTIVE
DATE THEREOF.**

* * * * *

WHEREAS, the chief appraiser of the Galveston Central Appraisal District, Galveston County, Texas, has delivered to the Mayor of the City of Friendswood the names of the candidates duly nominated to serve on the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2022, through December 31, 2023; and

WHEREAS, the City of Friendswood is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired; and

WHEREAS, this City deems it appropriate and in the public interest to cast its vote for the candidate to fill such position.

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 City of Friendswood casts its vote, and it does hereby cast its 100 votes, for the candidate(s) as noted on the ballot, hereto attached as Exhibit "A".

Section 3. That the Mayor be, and is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Galveston Central Appraisal District on or before December 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 1st day of NOVEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney



Tommy Watson, Chief Appraiser

*2022-2023 Board of Directors Election***BALLOT**

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
100	City of Friendswood

CANDIDATES	VOTES
Brast, Scott	
Clawson, Bruce	Due to Medical Issues does not wish to run
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Harris, John	
Johnson, Cheryl E.	
Tressler, Chad	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15th, 2021*

GALVESTON CENTRAL

9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591



APPRAISAL DISTRICT

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Tommy Watson, Chief Appraiser

October 20, 2021

The Honorable Mike Foreman
Mayor
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Dear The Honorable Foreman,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution before **December 15th, 2021**.

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink that reads "Tommy Watson".

Tommy Watson
Chief Appraiser

TW:ldf
Enclosures

A RESOLUTION OF
City of Friendswood
VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2022-2023

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2022 through December 31, 2023; and

WHEREAS, The City of Friendswood is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the City of Friendswood to the Galveston Central Appraisal District.

PASSED AND APPROVED by City of Friendswood,
This _____ day of _____, 2021.

Presiding Officer

ATTEST:

Signature and Title



Tommy Watson, Chief Appraiser

*2022-2023 Board of Directors Election***BALLOT**

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
100	City of Friendswood

CANDIDATES	VOTES
Brast, Scott	
Clawson, Bruce	Due to Medical Issues does not wish to run
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Harris, John	
Johnson, Cheryl E.	
Tressler, Chad	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15th, 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: November 1, 2021

Date submitted: 10/05/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action on the second and final reading of an amended proposed ordinance regarding proposed amendments to Appendix C, Zoning Ordinance Section 8.l.f Preserving Trees to amend the tree mitigation requirements.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

On September 13, 2021, the staff presented the council with a recommendation from the Planning and Zoning Commission to update the City's Tree Preservation Ordinance. However, at said meeting and after much discussion, the council directed staff to further review the proposed amendments and to increase the mitigation requirements to be similar to Pearland and League City.

As such, the staff presented an amended ordinance related to Table XX, Caliper Inch Replacement of a Protected Tree to increase the on-site and off-site mitigation requirements, but not quite to the same percentage of replacement as Pearland. Another change included a per caliper inch tree mitigation fee of \$400, rather than the previous \$250, which would allow the city to collect the same amount of tree mitigation funds as Pearland. Additionally, options were added for tree mitigation that started with option one - keeping existing trees and if existing trees cannot be kept, then on-site mitigation is the next option, and 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.

The council approved the amended ordinance, and per Section 3.11 of the City Charter, this amended ordinance is before the council for its second and final reading.

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. Note - the version that P&Z

recommended was amended to increase mitigation requirements mainly for larger trees and to also increase the fee per caliper inch for the tree mitigation fee.

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: November 1, 2021

Date submitted: 10/18/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first reading of a proposed ordinance approving an amendment to Ordinances No. 2012-04 and 2016-46, to approve an annual rate adjustment for solid waste collection and disposal as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) Solid Waste Franchise. (Waste Connections).

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In April 2012, the City and Progressive Waste Solutions (now, Waste Connections of Texas) entered into an agreement for refuse collection and disposal services. The agreement was extended in December 2016. The agreement allows the contractor to request an annual rate adjustment. One component of the adjustment is reflective of actual cost increases in disposal costs or increased fees, increased labor and equipment cost, or increased operational cost. Consumer Price Index (CPI) is the basis for this component. The second component of the adjustment is for fuel cost. This adjustment is based on the average weekly fuel prices as published by the U.S. Department of Energy compared to a base cost as defined by the agreement.

Current CPI would result in a 6.12% increase in rates which does not include an adjustment for fuel. However, WC is requesting only a 3% increase in rates.

Current rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin)	\$14.76
Monthly administrative fee (city revenue)	<u>\$ 1.48</u>
	\$16.24

Proposed rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin)	\$15.20
Monthly administrative fee (city revenue)	<u>\$ 1.52</u>
	\$16.72

The monthly increase for a single-family resident is \$0.48 (48 cents) per month. The cost for families who utilize a 95 gallon recycle cart will increase by \$0.03 (3 cents) for a total of \$1.14 per month for use of the larger container.

Rate adjustments require adoption by ordinance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The rate adjustment will allow Waste Connections of Texas to cover the company's cost of providing solid waste management services to the city, ensuring public health and environmental safety.

RECOMMENDATIONS

Staff recommends adoption of the ordinance after two readings. The adjusted rates will be effective on utility bills generated after the 2nd and final reading of the ordinance in December 2021.

ATTACHMENTS

1. Ordinance Waste Connections 2021 - Draft
2. Exhibit A Waste Connections of Texas Rate Adjustment
3. Waste Connections Rate Increase Letter - 8.2.2021

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCES NO. 2012-04 AND 2016-46 IN ORDER TO APPROVE AN ANNUAL RATE ADJUSTMENT AS PROVIDED FOR IN THE CITY OF FRIENDSWOOD – PROGRESSIVE WASTE SOLUTION OF TEXAS, INC., D/B/A WC OF TEXAS (FORMERLY KNOWN AS IESI TX CORPORATION) SOLID WASTE FRANCHISE.

* * * * *

WHEREAS, on March 5, 2012, the City Council of the City of Friendswood, Texas passed and adopted Ordinance No. 2012-04 granting to Progressive Waste Solution of TX, Inc., formerly “IESI TX Corporation,” (“Progressive”) a franchise to provide solid waste collection and disposal services to the residents of the City, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, on December 5, 2016, the City Council of the City of Friendswood, Texas passed and adopted Ordinance No. 2016-46 granting to WC of Texas (Waste Connections of Texas, formerly Progressive Waste Solution of TX, Inc. and IESI TX Corporation) an extension of the franchise to provide solid waste collection disposal services to the residents of the City, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, pursuant to Section 10 of the Agreement entitled “Rate Adjustment,” Progressive, d/b/a WC of Texas, is entitled to request an increase in the rates charged to the City for solid waste collection services on each anniversary date of the Agreement; and

WHEREAS, WC of Texas has presented a proposed rate adjustment to the Agreement for residential and commercial rates as set forth on Exhibit “A” attached to this ordinance; and

WHEREAS, the City Council has reviewed the proposed rate adjustment and has agreed that the adjustment is fair and reasonable and, by this ordinance, wishes to provide for an amendment to the Agreement in order to permit the imposition of such adjustment.

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. Section 9 of the Agreement entitled “Rates and Fees” is hereby amended and, effective with City of Friendswood utility services billings generated in December 2021 the rates for residential and commercial services provided by WC of Texas shall be in accordance with the rates and fees set forth more particularly on Exhibit “A” attached hereto.

Section 3. This Ordinance shall in no manner amend, change, supplement or revise any other terms or conditions of the Agreement as approved by Ordinance No. 2012-04 and Ordinance No. 2016-46.

Section 4. . 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.

PASSED AND APPROVED on first reading this 1st day of NOVEMBER, 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 6th day of DEEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

Exhibit A
City of Friendswood
Solid Waste Schedule
Effective December 2021

Rate Increase of 3%

2020

Total Residential Bag-32 gal Can/Recycle Bin	\$14.76	per month
Additional 18 gallon recycle bin	\$7.24	per month
Total Residential Bag-32 gal Can/Recycle Cart	\$15.87	per month
Light Commercial Collection 1x Week	\$35.48	per month
Light Commercial Collection 2x Week	\$53.22	per month

2021

Total Residential Bag-32 gal Can/Recycle Bin	\$15.20	per month
Additional 18 gallon recycle bin	\$7.46	per month
Total Residential Bag-32 gal Can/Recycle Cart	\$16.35	per month
Light Commercial Collection 1x Week	\$36.54	per month
Light Commercial Collection 2x Week	\$54.82	per month

Commerical Rate Schedule

2020

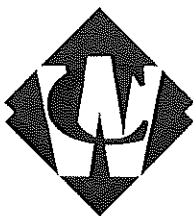
Lifts Per Week

Container Size	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd.	\$ 86.83	\$ 102.63	\$ 173.52	\$ 242.75	\$ 318.43	\$ 400.97	\$ 16.29
3 Cubic Yd.	\$ 99.70	\$ 130.87	\$ 242.29	\$ 338.95	\$ 444.59	\$ 559.85	\$ 24.44
4 Cubic Yd.	\$ 100.09	\$ 131.64	\$ 243.46	\$ 340.50	\$ 446.55	\$ 562.17	\$ 32.58
6 Cubic Yd.	\$ 113.30	\$ 204.28	\$ 296.28	\$ 389.85	\$ 493.77	\$ 592.43	\$ 48.86
8 Cubic Yd.	\$ 200.13	\$ 308.60	\$ 395.07	\$ 526.65	\$ 672.91	\$ 808.47	\$ 65.13

2021

Lifts Per Week

Container Size	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd.	\$ 89.43	\$ 105.71	\$ 178.73	\$ 250.03	\$ 327.98	\$ 413.00	\$ 16.78
3 Cubic Yd.	\$ 102.69	\$ 134.80	\$ 249.56	\$ 349.12	\$ 457.93	\$ 576.65	\$ 25.17
4 Cubic Yd.	\$ 103.09	\$ 135.59	\$ 250.76	\$ 350.72	\$ 459.95	\$ 579.04	\$ 33.56
6 Cubic Yd.	\$ 116.70	\$ 210.41	\$ 305.17	\$ 401.55	\$ 508.58	\$ 610.20	\$ 50.33
8 Cubic Yd.	\$ 206.13	\$ 317.86	\$ 406.92	\$ 542.45	\$ 693.10	\$ 832.72	\$ 67.08



WASTE CONNECTIONS INC.
Connect with the Future®

August 2, 2021
City of Friendswood
Attn: Morad Kabiri, City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

RE: Annual Rate Adjustment

Dear Morad Kabiri

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Friendswood. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Friendswood.

Each year we evaluate the CPI-U, costs per our contract with the city. This year the CPI-U adjustment is 3%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the August billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Chris Robert
District Manager
Waste Connections of TX
Christopher.Robert@wasteconnections.com

CPI for Urban Wage Earners and Clerical Workers (CPI-W) Original Data Value

Series Id: CWUR0000SA0
 Not Seasonally Adjusted
 Series Title: All items in U.S. city average, urban wage earners and
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100
 Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826
2021	255.296	256.843	258.935	261.237	263.612	266.412					

15.358
6.12%

Dec	HALF1	HALF2
222.166	220.196	222.954
225.889	225.581	226.878
229.174	228.812	229.837
229.909	232.639	232.902
230.791	231.167	232.453
235.390	232.901	235.251
240.526	237.974	240.128
244.786	244.157	246.136
250.452	248.012	250.432
254.081	250.794	253.703
	260.389	

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: November 1, 2021

Date submitted: 10/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first reading of a proposed ordinance approving an amendment to Appendix D of the Code of Ordinances, City of Friendswood, Texas, to provide for the addition or adjustment of Buildings and Building Regulations Fees, Utility Service Fees, Library Fees, Parks and Recreation Facility Fees, Public Information Fees, and Subdivisions Fees.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

During the work session, Staff discussed with Council the following adjustments for building and miscellaneous permits, utility fees and subdivision fees proposed by the Community Development Department, library fees proposed by the Library Department, facility fees proposed by the Parks and Recreation Department and public information fees proposed by the City Secretary's Office. Justification for the proposed fees adjustments will be presented. The proposed fee adjustments to be considered are:

- Building permit fees
- Water and sewer impact fees
- Subdivision fees
- Parks and recreation facility fees
- Miscellaneous permit fees
- Water meter fees
- Library fees
- Public Information fees

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proposed fees will ensure that the City of Friendswood's fee structure adequately supports operational costs for the services provided and is comparable to fees charges by neighboring cities.

RECOMMENDATIONS

Staff recommends approval of the proposed fee adjustments.

ATTACHMENTS

1. Proposed Ordinance - Amendments to Fees

2. EXHIBIT A - APPENDIX D DRAFT
3. APPENDIX D DRAFT - Redline Version
4. Fee changes summary

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX D OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS BY PROVIDING FOR THE ADDITION OR ADJUSTMENT OF BUILDINGS AND BUILDING REGULATIONS FEES, UTILITY SERVICE FEES, LIBRARY FEES, PARKS AND RECREATION FACILITY FEES, PUBLIC INFORMATION FEES AND SUBDIVISIONS FEES.

* * * * *

WHEREAS, Appendix D of the Code of Ordinances of the City of Friendswood, Texas establishes certain administration fees, buildings and building regulations fees, service fees for utility services, parks and recreation facility rentals, programs and special events fees, network nodes, subdivisions and zoning fees provided by the City.; and

WHEREAS, in order to recover a portion of the cost of providing services associated with City buildings and building regulations, library fees, utility fees, parks and recreation facility rentals, public information fees, subdivision fees and in keeping pace with standards adopted by neighboring municipalities, the City Council deems it necessary to revise the City's fee schedule as set forth in this ordinance.

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

Section 1. **Appendix D** of the Code of Ordinances of the City of Friendswood, Texas, and also being the fee schedule ordinance of the City, is hereby amended pursuant to **Exhibit A** attached hereto and made a part hereof for all purposes.

Section 2. 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 1st day of NOVEMBER, 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 6th day of
DECEMBER, 2021.**

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT "A"
PART II - CITY CODE
Appendix D SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

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

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

Description			Amount	Code Section
Administration				
	(1)	Zoning board of adjustment applications	\$100.00	2-40
Animals				
(a)	<i>License and Registration Fees:</i>			
	(1)	Neutered or spayed animals	\$5.00	10-13
	(2)	Animal not neutered or spayed	\$10.00	
	(3)	Dangerous animal registration	\$50.00	
	(4)	Replacement tag	\$3.00	
(b)	<i>Permit Fees:</i>			
	(1)	Kennel, less than ten dogs or cats	\$10.00	
	(2)	Kennel, ten to 25 dogs or cats	\$15.00	
	(3)	Kennel, more than 25 dogs or cats	\$25.00	
	(4)	Pet shop/store	\$25.00	
	(5)	Riding stable	\$25.00	
	(6)	Auction place/facility	\$25.00	
	(7)	Performing animal exhibition	\$25.00	
	(8)	Zoological park	\$25.00	
	(9)	Circus	\$25.00	
	(10)	Grooming shop	\$25.00	
(c)	<i>Animal Handling and Shelter Fees:</i>			
	(1)	Pick-up	\$15.00	
	(2)	Boarding (per day)	\$7.50	
	(3)	Owner disposal	\$20.00	
	(4)	Owner turn-in	\$25.00	
	(5)	Adoption, cats	\$85.00	
	(6)	Adoption, dogs	\$100.00	
Buildings and Building Regulations				
	(1)	<i>Building Permit Fees (Electrical):</i>		14-162
	a.	Permit issuance fee (non-refundable)	\$30.00	
	b.	Meter loop, service and four outlets	\$10.00	
	c.	Outlets	\$0.35	
	d.	Lighting fixtures	\$0.35	
	e.	Range receptacle	\$1.00	

EXHIBIT "A"

PART II - CITY CODE

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

	f.	Clothes dryer	\$1.00	
	g.	Water heater	\$1.00	
	h.	Cooking tops	\$1.00	
	i.	Ovens	\$1.00	
	j.	Garbage disposals	\$1.00	
	k.	Dishwashers	\$1.00	
	l.	Electric heaters	\$5.00	
	m.	Window air conditioning receptacle	\$4.50	
	n.	Temporary saw pole	\$10.00	
	o.	Temporary cut in	\$15.00	
	p.	Reconnect	\$20.00	
	q.	Motors:		
		Up to but not including ½ hp	\$0.50	
		½ hp and less than 2 hp	\$2.00	
		2 hp and less than 10 hp	\$3.00	
		10 hp and less than 25 hp	\$4.00	
		25 hp and less than 100 hp	\$8.00	
		100 hp and over	\$0.08/hp	
	r.	X-ray machines	\$2.00	
	s.	Signs: Shop inspection, per kva	\$2.00	
	t.	Incandescent and vacuum tube signs, per kva	\$2.00	
	u.	Festoon lighting and streamers, per circuit	\$0.50	
	v.	Swimming pools	\$15.00	
	w.	Reinspection fees	\$35.00	
	x.	Electric furnace	\$5.00	
(2)		<i>Building Permit Fees (Plumbing):</i>		14-252
	a.	Permit issuance fee (non-refundable)	\$30.00	
	b.	Each fixture, floor drain or trap (including all piping)	\$2.50	
	c.	Water connection/water meter installation	\$5.00	
	d.	Sewer connection	\$5.00	
	e.	Replacement or repair of sewer	\$5.00	
	f.	Cesspool	\$5.00	
	g.	Septic tank and seepage pit or drainfield	\$10.00	
	h.	Water heater and/or vent	\$2.50	
	i.	Installation, alteration or repair of water piping and/or water treating equipment	\$5.00	
	j.	Repair or alteration of drainage or vent piping	\$5.00	
	k.	Vacuum breakers or backflow protective devices (1 to 5)	\$2.50	
	l.	Vacuum breakers or backflow protective devices (over 5, each)	\$1.50	
	m.	Grease Trap	\$10.00	
	n.	Annual Gas Test	\$20.00	

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		o.	Re-inspection fee	\$35.00	
	(3)	<i>Building Permit Fees (Mechanical):</i>			14-275
		a.	Permit issuance fee (non-refundable)	\$30.00	
		b.	New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:		
			1. 5 tons or less (each unit or system)	\$35.00	
			2. More than 5 tons (per ton)	\$10.00	
		c.	Repairs, alterations and additions to existing system (5 tons or less)	\$25.00	
			More than 5 tons (per ton)	\$5.00	
		d.	Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)	\$5.00	
		e.	Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)	\$10.00	
		f.	Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)	\$15.00	
		g.	Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)	\$25.00	
		h.	Boilers over 3,300,000 Btu (98 BHp)	\$35.00	
		i.	Temporary operation inspection fee	\$5.00	
		j.	Reinspection fee	\$5.00	
		k.	Commercial, industrial, institutional kitchen hood/vent system	\$5.00	
	(4)	<i>Building Permit Fees (Gas):</i>			14-299
		a.	Permit issuance fee (non-refundable)	\$30.00	
		b.	Gas piping:		
			1. 1 to 4 outlets	\$5.00	
			2. Over 4 outlets, each	\$1.00	
		c.	Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit	\$5.00	
			Each additional unit	\$1.00	
		d.	Vented wall furnace or water heater	\$2.50	
			Each additional unit	\$1.00	
		e.	Re-inspection fee	\$35.00	
	(5)	<i>Building Permit Fees:</i>			
		a.	Permit issuance fee (all non-trade permits) (non-refundable)	10.00	
		<i>Commercial (new structures, additions, alterations); Permanent Signs:</i>			
		b.	For total valuation of \$1,000.00 and less	\$15.00	
		c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$15.00	

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			Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00	
		d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00	
			Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00	
		e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00	
			Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00	
		f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00	
			Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
		g.	Plan check fee (non-refundable)	Half of permit fee	
		<i>New Residential; Residential additions and alterations; swimming pool repairs:</i>			
		h.	Habitable space (air conditioned)	.40 per square foot	
		i.	Garage/non-habitable space/Utility (non-air conditioned) - minimum \$25.00 permit fee	.30 per square foot	
		j.	Storage buildings, patios, outdoor kitchens, swimming pool repairs - minimum \$25.00 permit fee	.30 per square foot	
		k.	Plan check fee (non-refundable)	Half of permit fee	
		<i>Miscellaneous Permits (no plan check fee):</i>			
		l.	Foundation repair	\$50.00	
		m.	Re-Roof	\$50.00	
		n.	Fences, walls, driveways, paving	\$75.00	
		o.	Siding repair/replacement	\$50.00	
		p.	Window replacement	\$125.00	
		q.	Solar panel installation	\$125.00	
		r.	Swimming pools (in-ground)	\$475.00	
		s.	Swimming pools (above-ground)	\$125.00	
		t.	Irrigation	\$75.00	
		u.	Generator	\$150.00	
		v.	Moving of any building or structure (0 cubic feet and above)	\$100.00	
		w.	Demolition of buildings or structures	\$50.00	
		x.	Portable/temporary sign permit fee	\$10.00	
		<i>General Permit Fee Policies:</i>			

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		y.	Work started without a permit shall be double permit fee.		
		z.	Permit fees based on square footage or value are rounded up the nearest dollar.		
		aa.	Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only.		
		ab.	Resubmittal fee of plans for miscellaneous (I-x) permits	½ of original permit fee	
	(6)	Construction Board of Adjustment Application		\$300.00	
	(7)	After hours inspection (one-time fee for scheduled after hours inspection)		\$100.00	
Businesses					
	(1)	Animal establishment permit fees:			10-198
		a.	For each kennel authorized to house less than ten dogs or cats	\$10.00	
		b.	For each kennel authorized to house ten to 25 dogs or cats	\$15.00	
		c.	For each kennel authorized to house over 25 dogs or cats	\$25.00	
		d.	For each pet shop	\$25.00	
		e.	For each riding stable	\$25.00	
		f.	For each auction	\$25.00	
		g.	For each zoological park	\$25.00	
		h.	For each circus	\$25.00	
		i.	For each performing animal exhibition	\$25.00	
		j.	For each grooming shop	\$25.00	
	(2)	Peddlers, solicitors, canvassers and itinerant vendors:			
		a.	Registration fee	\$5.00	18-48(b)
		b.	Replacement of registration certificate	\$2.00	18-48(b)
		c.	Identification cards, per card	\$3.00	18-54(c)
Emergency Medical Services					
	(1)	Advanced Life Support (ALS) Transport		\$1,100.00	
	(2)	Advanced Life Support (ALS) -2 Transport		\$1,300.00	
	(3)	Basic Life Support (BLS) Transport		\$1,000.00	
	(4)	Advanced Life Support (ALS) Disposables (Flat Rate)		\$400.00	
	(5)	Basic Life Support (BLS) Disposables (Flat Rate)		\$200.00	
	(6)	Oxygen		\$125.00	
	(7)	Specialty Care Transport (SCT)		\$1,663.00	
	(8)	Treat No Transport (TNT)		\$250.00	

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	(9)	Ground Mileage (per mile)	\$15.00	
Environment—Chapter 26				
	(1)	Charge for nuisance abatement proceedings	\$75.00	26-128
	(2)	Filing of lien	\$50.00	26-128
	(3)	Application fee for well-drilling permit	\$500.00	26-255(a)
	(4)	Processing fee for well-drilling permit application	\$100.00	26-256(c)
	(5)	Annual inspection fee for oil and gas wells	\$35.00	26-289(m)
Law Enforcement—Chapter 42				
	(1)	Municipal court building security fee (fee against all defendants convicted of a misdemeanor offense by the municipal court).....	\$4.90	20-01
	(2)	Municipal court technology fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court) ...	\$4.00	20-01
	(3)	Municipal court truancy fee (fee against each juvenile defendant for each conviction of a misdemeanor offense in the municipal court)....	\$5.00	20-01
	(4)	Municipal court jury services fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court)...	\$0.10	20-01
Library – Chapter 46				
	(1)	Late Fees		
		a. Audiobooks	\$0.10 per day/\$5.00 max	
		b. Books	\$0.10 per day/\$5.00 max	
		c. CDs	\$0.10 per day/\$5.00 max	
		d. CD Players	\$0.25 per day/\$5.00 max	
		e. Dvd/Blu-Rays	\$0.25 per day/\$5.00 max	
		f. Hotspots	\$0.25 per day/\$5.00 max	
		g. Interlibrary Loans	\$0.25 per day/\$5.00 max	

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		h.	Laptops	\$0.25 per day/\$5.00 max	
		i.	Launchpads	\$0.25 per day/\$5.00 max	
		j.	New Books	\$0.25 per day/\$5.00 max	
		k.	Records	\$0.25 per day/\$5.00 max	
		l.	Tablets	\$0.25 per day/\$5.00 max	
		m.	Take and Makes	\$0.25 per day/\$5.00 max	
		n.	Video Games	\$0.25 per day/\$5.00 max	
		o.	Projectors	\$5.00 per day	
	(2)	Rental Fees			
		a.	Projectors	\$3.00 per day	
	(3)	Miscellaneous Fees			
		a.	Credit card fee	\$1.25	
		b.	Lost item processing fee	\$5.00	
		c.	Returned check fee	\$35.00	
	(4)	Replacement fees			
		a.	Audiobook Case	\$7.00	
		b.	Audiobook Case (containing over 10 discs)	\$10.00	
		c.	Audiobook Disc replacement	\$10.00	
		d.	Book Jacket	\$2.00	
		e.	CD Jewel Box	\$5.00	
		f.	CD Jewel Box (front cover only)	\$2.00	
		g.	CD Jewel Box (double)	\$6.00	
		h.	CD Player Audio Cable	\$5.00	
		i.	CD Player Case	\$15.00	
		j.	CD Player Power Cable	\$5.00	
		k.	CD Player USB Adapter	\$5.00	
		l.	Digital Audiobook Case	\$10.00	
		m.	DVD Case	\$5.00	
		n.	DVD Case (containing multiple DVDs)	\$6.00	

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		o.	Findaway AC Adapter	\$10.00	
		p.	Findaway Bumper	\$9.00	
		q.	Findaway Case	\$8.00	
		r.	Findaway USB Cord	\$7.00	
		s.	Lanyard (Playaway)	\$1.00	
		t.	Lost Book/CD/DVD/Etc.	Replacement cost of item	
		u.	Media Cover	\$2.00	
		v.	Playaway Battery Cover	\$1.00	
		w.	Record Cover	\$1.00	
		x.	Replacement Library Card	\$0.25	
	(5)	Printing Fees			
		a.	3D Printer	\$0.20 per gram (min. \$1.00)	
		b.	Poster Printer	\$0.01 per square inch	
	The City reserves the right to reduce or eliminate any and all library fees or fines for special incentive programs or for item damage due to floods or other natural disaster events.				
Manufactured Homes and Trailers—Chapter 50					
	(1)	Annual mobile home parking permit		\$0.00	50-127(d)
	(2)	Semiannual mobile home parking permit		\$0.00	50-127(d)
	(3)	Refund of parking permits:			50-127(f)
		a.	For less than one month:		
			1. Annual permits	\$0.00	
			2. Semiannual permits	\$0.00	
		b.	For mobile homes in the city more than one month but less than six months (annual permit only)	\$0.00	
	(4)	Service charge for transfer or assignment of mobile home parking permit		\$0.00	50-127(g)
	(5)	Service charge for replacement of lost, etc., mobile home parking permit		\$0.00	50-127(h)
	(6)	Temporary mobile home parking permit		\$0.00	50-128
	(7)	Mobile home park license application investigation fee		\$0.00	50-156
	(8)	Annual license fee for mobile home parks (including license renewal):			
		Mobile home stands: one or more			
Offenses and Miscellaneous Provisions—Chapter 54					
Permit Fee and Permit Renewal Fee					
	Residential site			\$36.00	
	Commercial site			\$72.00	

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	Financial site	\$72.00	
	Educational/government site	No fee	
	Late fee	\$10.00	
	Alarm permit reinstatement fee	½ of permit fee	
False Alarm Fines			
	More than 3 but fewer than 6 in the preceding 12-month period (per alarm)	\$50.00	
	More than 5 but fewer than 8 in the preceding 12-month period (per alarm)	\$75.00	
	Eight or more other false alarms in the preceding 12-month period (per alarm)	\$100.00	
	Monitoring company failure to verify (per incident)	\$100.00	
	False statement by alarm co. employee (per incident)	\$200.00	
	Appeal fee (per appeal)	\$25.00	
	Use of a non-permitted alarm system (per incident)	\$100.00	
	Use of alarm system during alarm permit suspension (per alarm)	\$200.00	
	Failure to comply with or violation of section 54-125 (per incident)	\$200.00	
Parks and Recreation Facilities—Chapter 58			
	(1) Leavesley Park Jones Hangar:		
	a. Deposit (100 percent refundable)	\$500.00	
	b. Janitorial fee	\$250.00	
	c. Resident Nonprofit group rental fee (per hour)	\$25.00	
	d. Resident rental fee (per hour)	\$60.00	
	e. Nonresident rental fee (per hour)	\$80.00	
	f. Nonresident Nonprofit group rental fee (per hour)	\$60.00	
	(2) Stevenson Park Gazebo:		
	a. Cleanup and security deposit (refundable)	\$200.00	
	b. Resident rental fee	\$50.00	
	c. Nonresident rental fee	\$75.00	
	d. Resident Nonprofit group rental fee	\$0.00	
	e. Nonresident Nonprofit group rental fee	\$50.00	
	(3) Stevenson Park Large or Small Pavilion:		
	a. Cleanup and security deposit (refundable)	\$200.00	
	b. Resident rental fee	\$75.00	
	c. Nonresident rental fee	\$175.00	
	d. Resident Nonprofit group rental fee	\$0.00	
	e. Nonresident Nonprofit group rental fee	\$75.00	
	(4) Stevenson Park Green Space:		
	a. Deposit (refundable)	\$0.00	
	b. Resident rental fee	\$25.00	
	c. Nonresident rental fee	\$25.00	
	(5) Stevenson Park Basketball Court:		

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	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$25.00	
	c.	Nonresident rental fee (per hour)	\$30.00	
(6)	Stevenson Park Sand Volleyball Court or Tennis Courts:			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$10.00	
	c.	Nonresident rental fee (per hour)	\$15.00	
(7)	Stevenson Park Pool Exclusive Rental:			
	a.	Lifeguard Fee (per guard per hour)	\$15.00	
	b.	Resident rental fee (per hour)	\$40.00	
	c.	Nonresident rental fee (per hour)	\$50.00	
(8)	Stevenson Park Pool Wooden Deck Only:			
	a.	Guest fee (per person)	\$2.00	
	b.	Resident rental fee (per hour)	\$10.00	
	c.	Nonresident rental fee (per hour)	\$20.00	
(9)	Stevenson Park Pool:			
	a.	Resident fees:		
		i. Family pass	\$80.00	
		ii. 20 visit pass	\$30.00	
		iii. Daily visit (all ages)	\$2.00	
		iv. Seniors (60+)	\$0.00	
	b.	Nonresident fee:		
		i. Family pass	\$110.00	
		ii. 20 visit pass	\$60.00	
		iii. Daily visit (all ages)	\$4.00	
		iv. Seniors (60+)	\$4.00	
(10)	Old City Park:			
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$75.00	
	c.	Nonresident rental fee	\$175.00	
	d.	Resident Nonprofit group rental fee	\$0.00	
	e.	Nonresident Nonprofit group rental fee	\$75.00	
(11)	Renwick Park:			
	a.	Resident daily rates (per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30 – 11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates (per hour/per field)	\$40	
	d.	Nonresident evening rate (5:00-11:00 p.m.) (per hour/per field)	\$50.00	
(12)	Activity Building:			
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$100.00	
	c.	Nonresident rental fee	\$200.00	
(13)	Centennial Park Pavilion:			

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	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$75.00	
	c.	Nonresident rental fee	\$175.00	
	d.	Resident Nonprofit group rental fee	\$0.00	
	e.	Nonresident Nonprofit group rental fee	\$75.00	
(14)	Centennial Park Evelyn B. Newman Amphitheater:			
	a.	Cleanup and security deposit (refundable)	\$500.00	
	b.	Resident rental fee	\$250.00	
	c.	Nonresident rental fee	\$350.00	
	d.	Resident Nonprofit group rental fee (per hour)	\$25.00	
	e.	Nonresident Nonprofit group rental fee	\$250.00	
(15)	Centennial Park Basketball Court:			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$25.00	
	c.	Nonresident rental fee (per hour)	\$30.00	
(16)	Centennial Park Fields:			
	a.	Resident daily rates (per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30 – 11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates (per hour/per field)	\$40.00	
	d.	Nonresident evening rate (5:30-11:00 p.m.) (per hour/per field)	\$50.00	
(17)	Corporal Steven Schulz Sportspark Field			
	a.	Resident daily rates (per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30 – 11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates (per hour/per field)	\$40.00	
	d.	Nonresident evening rate (5:00-11:00 p.m.) (per hour/per field)	\$50.00	
For any facility rental over 75+ people and/or alcohol, an additional security fee will be added of \$55 per hour, per officer at a minimum of 3 hours.				
The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager.				
The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.				
Public Information				
<i>The charges for public information including judicial records are as follows:</i>				
(1)	Standard paper copy		\$0.10	
(2)	Nonstandard paper copy:			
	a.	Diskette	\$1.00	
	b.	Magnetic tape	Actual cost	
	c.	Data cartridge	Actual cost	

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		d.	Tape cartridge	Actual cost			
		e.	Rewritable CD (CD-RW)	\$1.00			
		f.	Non-rewritable CD (CD-R)	\$1.00			
		g.	Digital video disc (DVD)	\$3.00			
		h.	JAZ drive	Actual cost			
		i.	Other electronic media	Actual cost			
		j.	VHS video cassette	\$2.50			
		k.	Audio cassette	\$1.00			
		l.	Oversize paper copy (e.g.; 11 x17, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50			
		m.	Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)	Actual cost			
		n.	Postal-related expenses necessary to transmit reproduced documents to the requesting party	Actual cost			
		o.	Duplicate originals or certified copy of a release given by the City	\$25.00			
		p.	Police accident report	\$6.00			
		q.	Certified police accident report	\$11.00			
		r.	Certified copies (unless specified otherwise in this section)	\$5.00			
All other charges not specifically mentioned in this subsection shall be the same as those provided in the schedule of fees adopted by the state general services commission in 1 T.A.C. 111.61-111.70; and the definitions and procedures contained in such subsections are hereby adopted by the city							
Personnel charges in excess of 36 hours. Notwithstanding any provision contained herein to the contrary, any requestor of public information will be charged personnel costs in accordance with V.T.C.A., Government Code, 552.275 for all time in excess of 36 hours spent by personnel of the city in producing public information to a requestor during a 12-month period commencing on October 1 of each year.							
Solid Waste—Chapter 66							
	(1)	Residential services to include collection of residential refuse, recyclables and green waste (per month): No limit volume per week per residence, including residential refuse, residential curbside recycling and green waste recycling		\$14.63	66-21		
	(2)	Commercial rate schedule:					
	a.	Lifts per week:					
Container Size	1	2	3	4	5	6	Extra Lifts
2 cu. yds.	\$86.05	\$101.70	\$171.95	\$240.57	\$315.56	\$397.36	\$16.15
3 cu. yds.	\$98.80	\$129.69	\$240.10	\$335.89	\$440.58	\$554.80	\$24.22
4 cu. yds.	\$99.19	\$130.46	\$241.26	\$337.43	\$442.52	\$557.10	\$32.28
6 cu. yds.	\$112.28	\$202.44	\$293.60	\$386.34	\$489.32	\$587.08	\$48.42
8 cu. yds.	\$198.33	\$305.82	\$391.51	\$521.90	\$666.85	\$801.18	\$64.55
	b.	Containers with casters, per month: \$ 5.79.					

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		c.	Containers with locks or gates, per month: \$8.69.		
		d.	Commercial recycling:		
		1.	\$81.09 per month, six cubic yards.		
		2.	\$98.46 per month, eight cubic yards.		
	(3)	Roll off rate schedule:			
Size		Rental per Day		Delivery Fee	Haul Rate
20 cubic yards*		\$5.37		\$59.07	\$296.42
30 cubic yards*		\$5.37		\$59.07	\$356.57
40 cubic yards*		\$5.37		\$59.09	\$424.23
25 cubic yards		\$5.37		\$59.07	\$328.64
35 cubic yards		\$5.37		\$59.07	\$392.01
40 cubic yards		\$5.37		\$59.07	\$424.23

*Open tops only

	(4)	Residential curbside and recycling collection, per month:	\$14.63
	(5)	Light commercial collection (1 x week), per month:	\$35.16
	(6)	Light commercial collection (2 x week), per month:	\$52.74
	*Commercial rates do not include 8% franchise fee or sales tax.		

Description			Amount	Code Section
Streets, Sidewalks and Other Public Places—Chapter 70				
	(1)	Application fee for applicant seeking vacation of any right-of-way	\$300.00	70-25
	(2)	Excavation permit fee	\$2.00	70-145
Telecommunications—Chapter 78				
	(1)	Monthly charge (per access line)	\$0.94	78-23
	(2)	Monthly fee (per subscriber/customer)	\$0.94	78-23
Network Nodes				
	(1)	Application Fees		Ch. 284
	a.	Network Nodes (up to 5 nodes)	\$500.00	
	b.	Each additional network node	\$250.00	
	c.	Node support poles	\$1,000.00	
	(2)	Monthly Fees		Ch. 284
	a.	Transport Facilities (per network node)	\$28.00	
	(3)	Annual Fees		Ch. 284
	a.	Per network node	\$250.00	
	b.	Collocation of network nodes on City Service Poles	\$20.00	
Utilities—Chapter 86				
	(1)	Security deposits for water, sewer and/or garbage collection service:		86-1
	a.	Structures with one to five units, per unit (residential owner initiated)	\$100.00	
	b.	Structures with six or more units, first five units	\$400.00	

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			Plus, for each unit in excess of five		\$50.00	
		c.	Builders, realtors or other temporary multi-property customers may post a blanket standing deposit of \$500.00 for up to ten accounts. If more than ten accounts are activated, the city may require additional deposits.			
		d.	Hydrant meter use (as security for loan of hydrant meter), refundable if meter is returned in the same working conditions		\$1,200.00	
		e.	Structures with one to five units, per unit (tenant initiated)		\$200.00	
		f.	Structures with one to five units, per unit (commercial customer)		\$250.00	
	(2)	Returned check charge			\$35.00	86-2(1)
	(3)	Disconnection/reconnection of water and/or sewer services			\$50.00	86-2(2)
		a.	After-hours reconnection (customer requested reconnect)		\$75.00	
	(4)	Unauthorized connection or tampering fee (plus costs of repair, etc.)			\$100.00	86-2(4)
	(5)	City-wide impact fees:				74-52 74-52(d)
			Meter Size	Water	Sewer	Total
			1"	\$1,407	\$2,820	\$4,227
			1.5"	\$2,814	\$5,640	\$8,454
			2"	\$4,221	\$8,460	\$12,681
			3"	\$8,442	\$16,920	\$25,362
			4"	\$14,070	\$28,200	\$42,270
			6"	\$28,140	\$56,400	\$84,540
			8"	\$45,024	\$90,240	\$135,264
			10"	\$64,722	\$129,720	\$194,442
			12"	\$121,002	\$242,520	\$363,522
	(6)	Water meter fees (cost per meter):				
			Meter Size	Manual	Automated	
			5/8"	n/a	\$287.50	
			1"	\$155.00	\$330.00	
			1.5"	\$400.00	\$555.56	
			2"	\$500.00	\$680.56	
			3"	\$2,000.00	\$2,525.00	
			4"	\$3,000.00	\$3,206.00	
			6"	\$6,000.00	\$5,325.00	
	(7)	Same day service connection (one-time fee per customer request)			\$75.00	
	(8)	Utility meter removal/pulled meter fee			\$100.00	
	(9)	Meter replacement fee (one-time fee per customer request)			\$75.00	
	(10)	Proof of residency documentation (per copied page)			\$0.10	

(11)	Water utility rates.					
	Monthly Minimum Charge—Single-Family Residential					
	Meter Size	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
	Up to 1"	\$20.23	\$21.24	\$21.65	\$22.73	\$23.55

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	1½"	\$40.74	\$53.58	\$66.41	\$79.25	\$92.09
	2"	\$65.45	\$85.94	\$106.44	\$126.93	\$147.43
	3"	\$89.00	\$133.05	\$177.10	\$221.15	\$265.20
	4"	\$122.65	\$200.34	\$278.04	\$355.73	\$433.43
	6"	\$206.76	\$368.58	\$530.39	\$692.20	\$854.02
	8"	\$307.70	\$570.46	\$833.21	\$1,095.97	\$1,358.72

Volumetric Rates—Single-Family Residential					
Per 1,000 Gallons	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
0—3,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$2.90	\$3.21	\$3.21	\$3.21	\$3.21
10,001—25,000 gallons	\$3.63	\$4.01	\$4.01	\$4.01	\$4.01
Above 25,000 gallons	\$5.44	\$6.02	\$6.02	\$6.02	\$6.02

Monthly Minimum Charge—Commercial, Multi-Unit (Residential or Commercial)					
Meter Size	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Up to 1"	\$20.23	\$21.24	\$21.65	\$22.73	\$23.55
1½"	\$40.74	\$53.58	\$66.41	\$79.25	\$92.09
2"	\$65.45	\$85.94	\$106.44	\$126.93	\$147.43
3"	\$89.00	\$133.05	\$177.10	\$221.15	\$265.20
4"	\$122.65	\$200.34	\$278.04	\$335.73	\$433.43
6"	\$206.76	\$368.58	\$530.39	\$692.20	\$854.02
8"	307.70	\$570.46	\$833.21	\$1,095.97	\$1,358.72

Volumetric Rates—Commercial, Multi-Unit (Residential or Commercial)					
	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Per 1,000 gallons	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90

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Monthly Minimum Charge—Irrigation/Sprinkler					
Meter Size	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Up to 1"	\$20.23	\$21.24	\$21.65	\$22.73	\$23.55
1½"	\$40.74	\$53.58	\$66.41	\$79.25	\$92.09
2"	\$65.45	\$85.94	\$106.44	\$126.93	\$147.43
3"	\$89.00	\$133.05	\$177.10	\$221.15	\$265.20
4"	\$122.65	\$200.34	\$278.04	\$355.73	\$433.43
6"	\$206.76	\$368.58	\$530.39	\$692.20	\$854.02
8"	\$307.70	\$570.46	\$833.21	\$1,095.97	\$1,358.72

Volumetric Rates—Irrigation/Sprinkler					
Per 1,000 Gallons	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
0—3,000 gallons	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
10,001—25,000 gallons	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25
Above 25,000 gallons	\$5.44	\$6.02	\$6.02	\$6.02	\$6.02

(12)	Wastewater utility rates.		
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Wastewater Utility Rates					
Minimum Monthly Charge	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Single-family residential	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96
Residential (multi-unit)	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96
Commercial (single and multi-unit)	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96

Volumetric Rates—Single-Family Residential
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Based on WMA**	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Per 1,000 gallons	\$2.40	\$4.16	\$4.16	\$4.16	\$4.29
** Winter months average					

Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial)					
Based on 100% Water Consumption	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Per 1,000 gallons	\$2.40	\$4.16	\$4.16	\$4.16	\$4.29
*Multi-unit charged per unit					

Description			Amount	Code Section
Vehicles for Hire—Chapter 90				
(1)	Wrecker service towing fees			90-27
	a.	The standard auto wrecker service charge for towing a vehicle to a vehicle storage facility or to the place of business of the auto wrecker, shall not exceed \$85.00; provided, however, if the destination of the tow exceeds 15 miles from the point where the wrecker picked up the tow, the operator shall be permitted to charge an additional fee not to exceed \$2.00 for each mile towed in excess of 15 miles. This charge shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. If the police department requires the vehicle to be moved from the location to which it was originally towed to another location within the city, an additional fee, not to exceed \$30.00, may be charged for transferring the vehicle.		
	b.	The service charge for a heavy-duty wrecker performing police-authorized or nonconsent tows, where the services of a heavy-duty wrecker are required, shall not exceed \$125.00 per hour, with a one-hour minimum. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.		
	c.	The service charge for removal and replacement of a tire and wheel assembly required to tow a vehicle shall not \$20.00.		

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	d.	The service charge for righting an overturned vehicle on level ground shall not exceed \$50.00.		
	e.	The service charge for placement of a vehicle on a dolly or dollies in order to tow the vehicle shall not exceed \$100.00.		
	f.	The service charge for towing a motorcycle shall not exceed \$100.00.		
	g.	The charge for up to two hours work on specialized recoveries of vehicles that are submerged, or in difficult terrain, or in other abnormal locations shall not exceed \$125.00; provided, however, if any such specialized recovery takes more than two hours, the charge shall not exceed \$65.00 per hour.		
	h.	The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001 et seq.		
(2)		Wrecker permit fee, annually	\$15.00	90-59
Appendix B—Subdivisions				
(1)		Master plan	\$200.00	
(2)		Preliminary plat	\$1,000.00	
(3)		Final plat, amending plat, replat, short form final plat	\$500.00	
(4)		Extension of plat approval	\$100.00	
(5)		Vacation of plat	\$300.00	
(6)		Infrastructure plan review	\$500.00	
(7)		Commercial site plan	\$500.00	
(8)		Development permit	\$25.00	
(9)		Per-dwelling unit park dedication fee	\$600.00	
(10)		Tree mitigation fee (per caliper inch)	\$400.00	
(11)		Plat resubmittal fee	\$200.00	
Appendix C—Zoning				
(1)		Specific use permits	\$300.00	
(2)		Planned Unit Development	\$500.00	
(3)		Zone change request	\$300.00	
(4)		Tenant occupancy fee	\$75.00	
(5)		Zoning board of adjustment applications	\$100.00	
(6)		Permit for the conduct of outdoor sales	\$25.00	
(7)		Special events	\$50.00	
Credit Card Payment Processing Convenience Fees				
		Utility service and utility administrative fees paid by debit or credit card (online or in person)	2.5% of fees(s)	

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	Municipal court fines and fees paid by debit or credit card (online or in person)	2.5% of fee(s)	
	City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	2.5% of fee(s)	
	Parks and recreation services fees by debit or credit card (online or in person)	2.5% of fee(s)	
	Building permits related fees paid by debit or credit card (online or in person)	2.5% of fee(s)	

(Ord. No. 88-21, § 1, 3-20-1989; Res. No. R95-14, § 1, 4-17-1995; Res. No. R95-26, § 1, 9-25-1995; Res. No. R95-27, § 1, 9-25-1995; Res. No. R95-31, § 1, 10-2-1995; Ord. No. 97-20, §§ 1—5, 11-17-1997; Res. No. R98-2, §§ 1—5, 1-19-1998; Res. No. R98-26, §§ 1—3, 8-17-1998; Res. No. R99-22, 7-26-1999; Res. No. R99-26, § 2, 9-13-1999; Ord. No. 99-32, § 6, 10-18-1999; Ord. No. 2000-06, §§ 1—3, 3-20-2000; Res. No. R2000-47, § 1, 10-2-2000; Ord. No. 2002-13, 7-1-2002; Res. No. R2002-35, § 1, 7-1-2002; Ord. No. 2002-28, § 1, 12-16-2002; Ord. No. 2003-01, § 1, 1-20-2003; Ord. No. 2003-05, § 1, 4-21-2003; Ord. No. 2005-03, § 44, 1-3-2005; Ord. No. 2004-19, § 1, 2-7-2005; Ord. No. 2006-06, § 3, 3-20-2006; Res. No. R2009-51, § 1, 9-28-2009; Res. No. R2009-52, § 1, 9-28-2009; Res. No. R2010-39, § 2, 3, exh. A, 10-4-2010; Res. No. R2011-26, § 2, 9-12-2011; Res. No. R2011-27, § 1, 9-12-2011; Res. No. R2011-33, § 1, 10-17-2011; Ord. No. 2011-38, § 2, 1-9-2012; Ord. No. 2012-05, §§ 3, 4, 3-5-2012; Ord. No. 2012-25, § 1, 11-5-2012; Ord. No. 2013-43, §§ 5—7, 12-2-2013; Ord. No. 2014-17, § 1(exh. A), 8-4-2014; Ord. No. 2016-12, § 1(exh. A), 3-7-2016; Ord. No. 2018-01, § 1(exh. A), 3-5-2018; Ord. No. 2018-17, § 2(exh. A), 7-2-2018; Ord. No. 2018-25, § 1(exh. A), 10-1-2018; Ord. No. 2018-30, § 1, 12-3-2018; Ord. No. 2019-01, § 1(exh. A), 2-4-2019; Ord. No. 2019-02, § 5, 2-4-2019; Ord. No. 2019-32, § 1(Exh. A), 9-9-2019; Ord. No. 2020-01, §§ 1, 2, 2-3-2020)

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

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

Description			Amount	Code Section
Administration				
	(1)	Zoning board of adjustment applications	\$100.00	2-40
Animals				
(a)	<i>License and Registration Fees:</i>			
	(1)	Neutered or spayed animals	\$5.00	10-13
	(2)	Animal not neutered or spayed	\$10.00	
	(3)	Dangerous animal registration	\$50.00	
	(4)	Replacement tag	\$3.00	
(b)	<i>Permit Fees:</i>			
	(1)	Kennel, less than ten dogs or cats	\$10.00	
	(2)	Kennel, ten to 25 dogs or cats	\$15.00	
	(3)	Kennel, more than 25 dogs or cats	\$25.00	
	(4)	Pet shop/store	\$25.00	
	(5)	Riding stable	\$25.00	
	(6)	Auction place/facility	\$25.00	
	(7)	Performing animal exhibition	\$25.00	
	(8)	Zoological park	\$25.00	
	(9)	Circus	\$25.00	
	(10)	Grooming shop	\$25.00	
(c)	<i>Animal Handling and Shelter Fees:</i>			
	(1)	Pick-up	\$15.00	
	(2)	Boarding (per day)	\$7.50	
	(3)	Owner disposal	\$20.00	
	(4)	Owner turn-in	\$25.00	
	(5)	Adoption, cats	\$85.00	
	(6)	Adoption, dogs	\$100.00	
Buildings and Building Regulations				
	(1)	<i>Building Permit Fees (Electrical):</i>		14-162
	a.	Permit issuance fee <u>(non-refundable)</u>	\$30.00	
	b.	Meter loop, service and four outlets	\$10.00	
	c.	Outlets	\$0.35	
	d.	Lighting fixtures	\$0.35	
	e.	Range receptacle	\$1.00	

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	f.	Clothes dryer	\$1.00	
	g.	Water heater	\$1.00	
	h.	Cooking tops	\$1.00	
	i.	Ovens	\$1.00	
	j.	Garbage disposals	\$1.00	
	k.	Dishwashers	\$1.00	
	l.	Electric heaters	\$5.00	
	m.	Window air conditioning receptacle	\$4.50	
	n.	Temporary saw pole	\$10.00	
	o.	Temporary cut in	\$15.00	
	p.	Reconnect	\$20.00	
	q.	Motors:		
		Up to but not including ½ hp	\$0.50	
		½ hp and less than 2 hp	\$2.00	
		2 hp and less than 10 hp	\$3.00	
		10 hp and less than 25 hp	\$4.00	
		25 hp and less than 100 hp	\$8.00	
		100 hp and over	\$0.08/hp	
	r.	X-ray machines	\$2.00	
	s.	Signs: Shop inspection, per kva	\$2.00	
	t.	Incandescent and vacuum tube signs, per kva	\$2.00	
	u.	Festoon lighting and streamers, per circuit	\$0.50	
	v.	Swimming pools	\$15.00	
	w.	Reinspection fees	\$35.00	
	x.	Electric furnace	\$5.00	
	(2)	<i>Building Permit Fees (Plumbing):</i>		14-252
	a.	Permit issuance fee (non-refundable)	\$30.00	
	b.	Each fixture, floor drain or trap (including all piping)	\$2.50	
	c.	Water connection/water meter installation	\$5.00	
	d.	Sewer connection	\$5.00	
	e.	Replacement or repair of sewer	\$5.00	
	f.	Cesspool	\$5.00	
	g.	Septic tank and seepage pit or drainfield	\$10.00	
	h.	Water heater and/or vent	\$2.50	
	i.	Installation, alteration or repair of water piping and/or water treating equipment	\$5.00	
	j.	Repair or alteration of drainage or vent piping	\$5.00	
	k.	Vacuum breakers or backflow protective devices (1 to 5)	\$2.50	
	l.	Vacuum breakers or backflow protective devices (over 5, each)	\$1.50	
	m.	Grease Trap	\$10.00	
	n.	Annual Gas Test	\$20.00	
	o.	Re-inspection fee	\$35.00	

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	(3)	<i>Building Permit Fees (Mechanical):</i>			14-275
		a.	Permit issuance fee <u>(non-refundable)</u>	\$30.00	
		b.	New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:		
		1.	5 tons or less (each unit or system)	\$35.00	
		2.	More than 5 tons (per ton)	\$10.00	
		c.	Repairs, alterations and additions to existing system (5 tons or less)	\$25.00	
			More than 5 tons (per ton)	\$5.00	
		d.	Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)	\$5.00	
		e.	Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)	\$10.00	
		f.	Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)	\$15.00	
		g.	Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)	\$25.00	
		h.	Boilers over 3,300,000 Btu (98 BHp)	\$35.00	
		i.	Temporary operation inspection fee	\$5.00	
		j.	Reinspection fee	\$5.00	
		k.	Commercial, industrial, institutional kitchen hood/vent system	\$5.00	
	(4)	<i>Building Permit Fees (Gas):</i>			14-299
		a.	Permit issuance fee <u>(non-refundable)</u>	\$30.00	
		b.	Gas piping:		
		1.	1 to 4 outlets	\$5.00	
		2.	Over 4 outlets, each	\$1.00	
		c.	Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit	\$5.00	
			Each additional unit	\$1.00	
		d.	Vented wall furnace or water heater	\$2.50	
			Each additional unit	\$1.00	
		e.	Re-inspection fee	\$35.00	
	(5)	<i>Building Permit Fees:</i>			
		a.	Permit issuance fee (all non-trade permits) <u>(non-refundable)</u>	10.00	
		<i>Commercial (new structures, additions, alterations); Permanent Signs:</i>			
		b.	For total valuation of \$1,000.00 and less	\$15.00	
		c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$15.00	
			Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00	

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	d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00	
	e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00	
	f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00	
		Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
	g.	Plan check fee (non-refundable)	Half of permit fee	
		<i>New Residential; Residential additions and alterations; swimming pool repairs:</i>		
	h.	Habitable space (air conditioned)	.40 per square foot	
	i.	Garage/non-habitable space/Utility (non-air conditioned) - minimum \$25.00 permit fee	.30 per square foot	
	j.	Storage buildings, patios, outdoor kitchens, swimming pool repairs - minimum \$25.00 permit fee	.30 per square foot	
	k.	Plan check fee (non-refundable)	Half of permit fee	
		<i>Miscellaneous Residential Permits (no plan check fee):</i>		
	l.	Foundation repair	\$50.00	
	m.	Re-Roof	\$50.00	
	n.	Fences, walls, driveways, paving	\$75.00	
	o.	Siding repair/replacement	\$50.00	
	p.	Window replacement	\$125.00	
	q.	Solar panel installation	\$125.00	
		<i>Other permits (no plan check fee):</i>		
	r.	Swimming pools (new) (in-ground)	\$475.00	
	s.	Swimming pools (above-ground)	\$125.00	
	s-t.	Irrigation	\$75.00	
	t-u.	Generator	\$150.00	
	u-v.	Moving of any building or structure (0 cubic feet and above)	\$100.00	
	w-v.	Demolition of buildings or structures	\$50.00	
	w-x.	Portable/temporary sign permit fee	\$10.00	
		<i>General Permit Fee Policies:</i>		
	xy-z.	Work started without a permit shall be double permit fee.		
	yz.	Permit fees based on square footage or value are rounded up the nearest dollar.		

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		<u>zaa.</u>	Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only.		
		<u>ab.</u>	<u>Resubmittal fee of plans for miscellaneous (I-x) permits</u>	<u>½ of original permit fee</u>	
	(6)	Construction Board of Adjustment Application		\$300.00	
	(7)	After hours inspection (one-time fee for scheduled after hours inspection)		\$100.00	
Businesses					
	(1)	<i>Animal establishment permit fees:</i>			10-198
		a.	For each kennel authorized to house less than ten dogs or cats	\$10.00	
		b.	For each kennel authorized to house ten to 25 dogs or cats	\$15.00	
		c.	For each kennel authorized to house over 25 dogs or cats	\$25.00	
		d.	For each pet shop	\$25.00	
		e.	For each riding stable	\$25.00	
		f.	For each auction	\$25.00	
		g.	For each zoological park	\$25.00	
		h.	For each circus	\$25.00	
		i.	For each performing animal exhibition	\$25.00	
		j.	For each grooming shop	\$25.00	
	(2)	<i>Peddlers, solicitors, canvassers and itinerant vendors:</i>			
		a.	Registration fee	\$5.00	18-48(b)
		b.	Replacement of registration certificate	\$2.00	18-48(b)
		c.	Identification cards, per card	\$3.00	18-54(c)
Emergency Medical Services					
	(1)	Advanced Life Support (ALS) Transport		\$1,100.00	
	(2)	Advanced Life Support (ALS) -2 Transport		\$1,300.00	
	(3)	Basic Life Support (BLS) Transport		\$1,000.00	
	(4)	Advanced Life Support (ALS) Disposables (Flat Rate)		\$400.00	
	(5)	Basic Life Support (BLS) Disposables (Flat Rate)		\$200.00	
	(6)	Oxygen		\$125.00	
	(7)	Specialty Care Transport (SCT)		\$1,663.00	
	(8)	Treat No Transport (TNT)		\$250.00	
	(9)	Ground Mileage (per mile)		\$15.00	
Environment—Chapter 26					
	(1)	Charge for nuisance abatement proceedings		\$75.00	26-128
	(2)	Filing of lien		\$50.00	26-128

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	(3)	Application fee for well-drilling permit	\$500.00	26-255(a)
	(4)	Processing fee for well-drilling permit application	\$100.00	26-256(c)
	(5)	Annual inspection fee for oil and gas wells	\$35.00	26-289(m)
Law Enforcement—Chapter 42				
	(1)	Municipal court building security fee (fee against all defendants convicted of a misdemeanor offense by the municipal court).....	\$4.90	20-01
	(2)	Municipal court technology fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court) ...	\$4.00	20-01
	(3)	Municipal court truancy fee (fee against each juvenile defendant for each conviction of a misdemeanor offense in the municipal court)....	\$5.00	20-01
	(4)	Municipal court jury services fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court)...	\$0.10	20-01
Library – Chapter 46				
	(1)	<u>Late Fees</u>		
		<u>a.</u>	<u>Audiobooks</u>	<u>\$0.10 per day/\$5.00 max</u>
		<u>b.</u>	<u>Books</u>	<u>\$0.10 per day/\$5.00 max</u>
		<u>c.</u>	<u>CDs</u>	<u>\$0.10 per day/\$5.00 max</u>
		<u>d.</u>	<u>CD Players</u>	<u>\$0.25 per day/\$5.00 max</u>
		<u>e.</u>	<u>Dvd/Blu-Rays</u>	<u>\$0.25 per day/\$5.00 max</u>
		<u>f.</u>	<u>Hotspots</u>	<u>\$0.25 per day/\$5.00 max</u>
		<u>g.</u>	<u>Interlibrary Loans</u>	<u>\$0.25 per day/\$5.00 max</u>
		<u>h.</u>	<u>Laptops</u>	<u>\$0.25 per day/\$5.00 max</u>
		<u>i.</u>	<u>Launchpads</u>	<u>\$0.25 per day/\$5.00 max</u>

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		<u>j.</u>	<u>New Books</u>	<u>\$0.25 per day/\$5.00 max</u>	
		<u>k.</u>	<u>Records</u>	<u>\$0.25 per day/\$5.00 max</u>	
		<u>l.</u>	<u>Tablets</u>	<u>\$0.25 per day/\$5.00 max</u>	
		<u>m.</u>	<u>Take and Makes</u>	<u>\$0.25 per day/\$5.00 max</u>	
		<u>n.</u>	<u>Video Games</u>	<u>\$0.25 per day/\$5.00 max</u>	
		<u>o.</u>	<u>Projectors</u>	<u>\$5.00 per day</u>	
	<u>(2)</u>	<u>Rental Fees</u>			
		<u>a.</u>	<u>Projectors</u>	<u>\$3.00 per day</u>	
	<u>(3)</u>	<u>Miscellaneous Fees</u>			
		<u>a.</u>	<u>Credit card fee</u>	<u>\$1.25</u>	
		<u>b.</u>	<u>Lost item processing fee</u>	<u>\$5.00</u>	
		<u>c.</u>	<u>Returned check fee</u>	<u>\$35.00</u>	
	<u>(4)</u>	<u>Replacement fees</u>			
		<u>a.</u>	<u>Audiobook Case</u>	<u>\$7.00</u>	
		<u>b.</u>	<u>Audiobook Case (containing over 10 discs)</u>	<u>\$10.00</u>	
		<u>c.</u>	<u>Audiobook Disc replacement</u>	<u>\$10.00</u>	
		<u>d.</u>	<u>Book Jacket</u>	<u>\$2.00</u>	
		<u>e.</u>	<u>CD Jewel Box</u>	<u>\$5.00</u>	
		<u>f.</u>	<u>CD Jewel Box (front cover only)</u>	<u>\$2.00</u>	
		<u>g.</u>	<u>CD Jewel Box (double)</u>	<u>\$6.00</u>	
		<u>h.</u>	<u>CD Player Audio Cable</u>	<u>\$5.00</u>	
		<u>i.</u>	<u>CD Player Case</u>	<u>\$15.00</u>	
		<u>j.</u>	<u>CD Player Power Cable</u>	<u>\$5.00</u>	
		<u>k.</u>	<u>CD Player USB Adapter</u>	<u>\$5.00</u>	
		<u>l.</u>	<u>Digital Audiobook Case</u>	<u>\$10.00</u>	
		<u>m.</u>	<u>DVD Case</u>	<u>\$5.00</u>	
		<u>n.</u>	<u>DVD Case (containing multiple DVDs)</u>	<u>\$6.00</u>	
		<u>o.</u>	<u>Findaway AC Adapter</u>	<u>\$10.00</u>	
		<u>p.</u>	<u>Findaway Bumper</u>	<u>\$9.00</u>	
		<u>q.</u>	<u>Findaway Case</u>	<u>\$8.00</u>	
		<u>r.</u>	<u>Findaway USB Cord</u>	<u>\$7.00</u>	
		<u>s.</u>	<u>Lanyard (Playaway)</u>	<u>\$1.00</u>	
		<u>t.</u>	<u>Lost Book/CD/DVD/Etc.</u>	<u>Replacement cost of item</u>	

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		<u>u.</u>	<u>Media Cover</u>	<u>\$2.00</u>	
		<u>v.</u>	<u>Playaway Battery Cover</u>	<u>\$1.00</u>	
		<u>w.</u>	<u>Record Cover</u>	<u>\$1.00</u>	
		<u>x.</u>	<u>Replacement Library Card</u>	<u>\$0.25</u>	
	(5)	<u>Printing Fees</u>			
		<u>a.</u>	<u>3D Printer</u>	<u>\$0.20 per gram (min. \$1.00)</u>	
		<u>b.</u>	<u>Poster Printer</u>	<u>\$0.01 per square inch</u>	
	<u>The City reserves the right to reduce or eliminate any and all library fees or fines for special incentive programs or for item damage due to floods or other natural disaster events.</u>				
Manufactured Homes and Trailers—Chapter 50					
	(1)	Annual mobile home parking permit		\$0.00	50-127(d)
	(2)	Semiannual mobile home parking permit		\$0.00	50-127(d)
	(3)	Refund of parking permits:			50-127(f)
		a.	For less than one month:		
			1. Annual permits	\$0.00	
			2. Semiannual permits	\$0.00	
		b.	For mobile homes in the city more than one month but less than six months (annual permit only)	\$0.00	
	(4)	Service charge for transfer or assignment of mobile home parking permit		\$0.00	50-127(g)
	(5)	Service charge for replacement of lost, etc., mobile home parking permit		\$0.00	50-127(h)
	(6)	Temporary mobile home parking permit		\$0.00	50-128
	(7)	Mobile home park license application investigation fee		\$0.00	50-156
	(8)	Annual license fee for mobile home parks (including license renewal):			
		Mobile home stands: one or more			
Offenses and Miscellaneous Provisions—Chapter 54					
<i>Permit Fee and Permit Renewal Fee</i>					
	Residential site			\$ 36.00	
	Commercial site			\$72.00	
	Financial site			\$72.00	
	Educational/government site			No fee	
	Late fee			\$10.00	

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	Alarm permit reinstatement fee	½ of permit fee	
False Alarm Fines			
	More than 3 but fewer than 6 in the preceding 12-month period (per alarm)	\$50.00	
	More than 5 but fewer than 8 in the preceding 12-month period (per alarm)	\$75.00	
	Eight or more other false alarms in the preceding 12-month period (per alarm)	\$100.00	
	Monitoring company failure to verify (per incident)	\$100.00	
	False statement by alarm co. employee (per incident)	\$200.00	
	Appeal fee (per appeal)	\$25.00	
	Use of a non-permitted alarm system (per incident)	\$100.00	
	Use of alarm system during alarm permit suspension (per alarm)	\$200.00	
	Failure to comply with or violation of section 54-125 (per incident)	\$200.00	
Parks and Recreation Facilities—Chapter 58			
	(1) Leavesley Park Jones Hangar:		
	a. Deposit (100 percent refundable)	\$500.00	
	b. Janitorial fee	\$250.00	
	c. Resident Nonprofit group rental fee (per hour)	\$25.00	
	d. Resident rental fee (per hour)	\$60.00	
	e. Nonresident rental fee (per hour)	\$80.00	
	f. Nonresident Nonprofit group rental fee (per hour)	\$60.00	
	(2) Stevenson Park Gazebo:		
	a. Cleanup and security deposit (refundable)	\$200.00	
	b. Resident rental fee	\$50.00	
	c. Nonresident rental fee	\$75.00	
	d. Resident Nonprofit group rental fee	\$0.00	
	e. Nonresident Nonprofit group rental fee	\$50.00	
	(3) Stevenson Park Large or Small Pavilion:		
	a. Cleanup and security deposit (refundable)	\$200.00	
	b. Resident rental fee	\$75.00	
	c. Nonresident rental fee	\$175.00	
	d. Resident Nonprofit group rental fee	\$0.00	
	e. Nonresident Nonprofit group rental fee	\$75.00	
	(4) Stevenson Park Green Space:		
	a. Deposit (refundable)	\$0.00	
	b. Resident rental fee	\$25.00	
	c. Nonresident rental fee	\$25.00	
	(5) Stevenson Park Basketball Court:		
	a. Deposit (refundable)	\$100.00	
	b. Resident rental fee (per hour)	\$25.00	

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	c.	Nonresident rental fee (per hour)	\$30.00	
(6)	Stevenson Park Sand Volleyball Court or Tennis Courts:			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$10.00	
	c.	Nonresident rental fee (per hour)	\$15.00	
(7)	Stevenson Park Pool Exclusive Rental:			
	a.	Lifeguard Fee (per guard per hour)	\$10.00 <u>\$15.00</u>	
	b.	Resident rental fee (per hour)	\$40.00	
	c.	Nonresident rental fee (per hour)	\$50.00	
(8)	Stevenson Park Pool Wooden Deck Only:			
	a.	Guest fee (per person)	\$2.00	
	b.	Resident rental fee (per hour)	\$10.00	
	c.	Nonresident rental fee (per hour)	\$20.00	
(9)	Stevenson Park Pool:			
	a.	Resident fees:		
		i. Family pass	\$80.00	
		ii. 20 visit pass	\$30.00	
		iii. Daily visit (all ages)	\$2.00	
		iv. Seniors (60+)	\$0.00	
	b.	Nonresident fee:		
		i. Family pass	\$110.00	
		ii. 20 visit pass	\$60.00	
		iii. Daily visit (all ages)	\$4.00	
		iv. Seniors (60+)	\$4.00	
(10)	Old City Park:			
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$75.00	
	c.	Nonresident rental fee	\$175.00	
	d.	Resident Nonprofit group rental fee	\$0.00	
	e.	Nonresident Nonprofit group rental fee	\$75.00	
(11)	Renwick Park:			
	a.	Resident D daily rates (Monday—Friday) (per hour/per field)	\$250.00	
	b.	Resident E evening rates (Monday—Friday 5:30 – 11:00 p.m.) (per hour/per field)	\$350.00	
	c.	Weekend rates (Saturday—Sunday) Nonresident daily rates (per hour/per field)	\$100.00 <u>\$40</u>	
	d.	Nonresident evening rate (5:00-11:00 p.m.) (per hour/per field)	<u>\$50.00</u>	
(12)	Activity Building:			
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$100.00	
	c.	Nonresident rental fee	\$200.00	
(13)	Centennial Park Pavilion:			
	a.	Cleanup and security deposit (refundable)	\$200.00	

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	b.	Resident rental fee	\$75.00	
	c.	Nonresident rental fee	\$175.00	
	d.	Resident Nonprofit group rental fee	\$0.00	
	e.	Nonresident Nonprofit group rental fee	\$75.00	
(14)	Centennial Park Evelyn B. Newman Amphitheater:			
	a.	Cleanup and security deposit (refundable)	\$500.00	
	b.	Resident rental fee	\$250.00	
	c.	Nonresident rental fee	\$350.00	
	d.	Resident Nonprofit group rental fee (per hour)	\$25.00	
	e.	Nonresident Nonprofit group rental fee	\$250.00	
(15)	Centennial Park Basketball Court:			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$25.00	
	c.	Nonresident rental fee (per hour)	\$30.00	
(16)	Centennial Park Fields:			
	a.	Resident daily rates -(per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30 – 11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates -(per hour/per field)	\$40.00	
	d.	Nonresident evening rate (5:30-11:00 p.m.) (per hour/per field)	\$50.00	
(17)	Corporal Steven Schulz Sportspark Field			
	a.	Resident daily rates -(per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30 – 11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates -(per hour/per field)	\$40.00	
	d.	Nonresident evening rate (5:00-11:00 p.m.) (per hour/per field)	\$50.00	
For any facility rental over 75+ people and/or alcohol, an additional security fee will be added of \$55 per hour, per officer at a minimum of 3 hours.				
The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager.				
The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.				
Public Information				
<i>The charges for public information including judicial records are as follows:</i>				
(1)	Standard paper copy		\$0.10	
(2)	Nonstandard paper copy:			
	a.	Diskette	\$1.00	
	b.	Magnetic tape	Actual cost	
	c.	Data cartridge	Actual cost	
	d.	Tape cartridge	Actual cost	

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		<u>e.</u>	<u>Rewritable CD (CD-RW)</u>	<u>\$1.00</u>	
		<u>f.</u>	<u>Non-rewritable CD (CD-R)</u>	<u>\$1.00</u>	
		<u>g.</u>	<u>Digital video disc (DVD)</u>	<u>\$3.00</u>	
		<u>h.</u>	<u>JAZ drive</u>	<u>Actual cost</u>	
		<u>i.</u>	<u>Other electronic media</u>	<u>Actual cost</u>	
		<u>j.</u>	<u>VHS video cassette</u>	<u>\$2.50</u>	
		<u>k.</u>	<u>Audio cassette</u>	<u>\$1.00</u>	
		<u>l.</u>	<u>Oversize paper copy (e.g.: 11 x17, greenbar, bluebar, not including maps and photographs using specialty paper)</u>	<u>\$0.50</u>	
		<u>m.</u>	<u>Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)</u>	<u>Actual cost</u>	
		<u>n.</u>	<u>Postal-related expenses necessary to transmit reproduced documents to the requesting party</u>	<u>Actual cost</u>	
		<u>o.</u>	<u>Duplicate originals or certified copy of a release given by the City</u>	<u>\$25.00</u>	
		<u>p.</u>	<u>Police accident report</u>	<u>\$6.00</u>	
		<u>q.</u>	<u>Certified police accident report</u>	<u>\$11.00</u>	
		<u>r.</u>	<u>Certified copies (unless specified otherwise in this section)</u>	<u>\$5.00</u>	
	<u>All other charges not specifically mentioned in this subsection shall be the same as those provided in the schedule of fees adopted by the state general services commission in 1 T.A.C. 111.61-111.70; and the definitions and procedures contained in such subsections are hereby adopted by the city</u>				
	<u>Personnel charges in excess of 36 hours. Notwithstanding any provision contained herein to the contrary, any requestor of public information will be charged personnel costs in accordance with V.T.C.A., Government Code, 552.275 for all time in excess of 36 hours spent by personnel of the city in producing public information to a requestor during a 12-month period commencing on October 1 of each year.</u>				
		Solid Waste—Chapter 66			
	(1)	Residential services to include collection of residential refuse, recyclables and green waste (per month): No limit volume per week per residence, including residential refuse, residential curbside recycling and green waste recycling		\$14.63	66-21

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	(2)	Commercial rate schedule:		
		a. Lifts per week:		

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Container Size	1	2	3	4	5	6	Extra Lifts
2 cu. yds.	\$86.05	\$101.70	\$171.95	\$240.57	\$315.56	\$397.36	\$16.15
3 cu. yds.	\$98.80	\$129.69	\$240.10	\$335.89	\$440.58	\$554.80	\$24.22
4 cu. yds.	\$99.19	\$130.46	\$241.26	\$337.43	\$442.52	\$557.10	\$32.28
6 cu. yds.	\$112.28	\$202.44	\$293.60	\$386.34	\$489.32	\$587.08	\$48.42
8 cu. yds.	\$198.33	\$305.82	\$391.51	\$521.90	\$666.85	\$801.18	\$64.55

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		b.	Containers with casters, per month: \$ 5.79.		
		c.	Containers with locks or gates, per month: \$8.69.		
		d.	Commercial recycling:		
		1.	\$81.09 per month, six cubic yards.		
		2.	\$98.46 per month, eight cubic yards.		
	(3)	Roll off rate schedule:			

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Size	Rental per Day	Delivery Fee	Haul Rate
20 cubic yards*	\$5.37	\$59.07	\$296.42
30 cubic yards*	\$5.37	\$59.07	\$356.57
40 cubic yards*	\$5.37	\$59.09	\$424.23
25 cubic yards	\$5.37	\$59.07	\$328.64
35 cubic yards	\$5.37	\$59.07	\$392.01
40 cubic yards	\$5.37	\$59.07	\$424.23

*Open tops only

(4)	Residential curbside and recycling collection, per month:	\$14.63
(5)	Light commercial collection (1 x week), per month:	\$35.16
(6)	Light commercial collection (2 x week), per month:	\$52.74
*Commercial rates do not include 8% franchise fee or sales tax.		

Description	Amount	Code Section
Streets, Sidewalks and Other Public Places—Chapter 70		
(1) Application fee for applicant seeking vacation of any right-of-way	\$300.00	70-25
(2) Excavation permit fee	\$2.00	70-145
Telecommunications—Chapter 78		
(1) Monthly charge (per access line)	\$0.94	78-23
(2) Monthly fee (per subscriber/customer)	\$0.94	78-23
Network Nodes		
(1) Application Fees		Ch. 284
a. Network Nodes (up to 5 nodes)	\$500.00	
b. Each additional network node	\$250.00	
c. Node support poles	\$1,000.00	
(2) Monthly Fees		Ch. 284
a. Transport Facilities (per network node)	\$28.00	
(3) Annual Fees		Ch. 284
a. Per network node	\$250.00	
b. Collocation of network nodes on City Service Poles	\$20.00	
Utilities—Chapter 86		
(1) Security deposits for water, sewer and/or garbage collection service:		86-1

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		a.	Structures with one to five units, per unit (residential owner initiated)	\$100.00																																									
		b.	Structures with six or more units, first five units	\$400.00																																									
			Plus, for each unit in excess of five	\$50.00																																									
		c.	Builders, realtors or other temporary multi-property customers may post a blanket standing deposit of \$500.00 for up to ten accounts. If more than ten accounts are activated, the city may require additional deposits.																																										
		d.	Hydrant meter use (as security for loan of hydrant meter), refundable if meter is returned in the same working conditions	\$1,200.00																																									
		e.	Structures with one to five units, per unit (tenant initiated)	\$200.00																																									
		f.	Structures with one to five units, per unit (commercial customer)	\$250.00																																									
	(2)	Returned check charge		\$35.00	86-2(1)																																								
	(3)	Disconnection/reconnection of water and/or sewer services		\$50.00	86-2(2)																																								
		a.	After-hours reconnection (customer requested reconnect)	\$75.00																																									
	(4)	Unauthorized connection or tampering fee (plus costs of repair, etc.)		\$100.00	86-2(4)																																								
	(5)	City-wide impact fees:			74-52 74-52(d)																																								
			<table><tr><td><u>Meter Size</u></td><td><u>Water</u></td><td><u>Sewer</u></td><td><u>Total</u></td></tr><tr><td><u>1"</u></td><td><u>\$1,407</u></td><td><u>\$2,820</u></td><td><u>\$4,227</u></td></tr><tr><td><u>1.5"</u></td><td><u>\$2,814</u></td><td><u>\$5,640</u></td><td><u>\$8,454</u></td></tr><tr><td><u>2"</u></td><td><u>\$4,221</u></td><td><u>\$8,460</u></td><td><u>\$12,681</u></td></tr><tr><td><u>3"</u></td><td><u>\$8,442</u></td><td><u>\$16,920</u></td><td><u>\$25,362</u></td></tr><tr><td><u>4"</u></td><td><u>\$14,070</u></td><td><u>\$28,200</u></td><td><u>\$42,270</u></td></tr><tr><td><u>6"</u></td><td><u>\$28,140</u></td><td><u>\$56,400</u></td><td><u>\$84,540</u></td></tr><tr><td><u>8"</u></td><td><u>\$45,024</u></td><td><u>\$90,240</u></td><td><u>\$135,264</u></td></tr><tr><td><u>10"</u></td><td><u>\$64,722</u></td><td><u>\$129,720</u></td><td><u>\$194,442</u></td></tr><tr><td><u>12"</u></td><td><u>\$121,002</u></td><td><u>\$242,520</u></td><td><u>\$363,522</u></td></tr></table>	<u>Meter Size</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	<u>1"</u>	<u>\$1,407</u>	<u>\$2,820</u>	<u>\$4,227</u>	<u>1.5"</u>	<u>\$2,814</u>	<u>\$5,640</u>	<u>\$8,454</u>	<u>2"</u>	<u>\$4,221</u>	<u>\$8,460</u>	<u>\$12,681</u>	<u>3"</u>	<u>\$8,442</u>	<u>\$16,920</u>	<u>\$25,362</u>	<u>4"</u>	<u>\$14,070</u>	<u>\$28,200</u>	<u>\$42,270</u>	<u>6"</u>	<u>\$28,140</u>	<u>\$56,400</u>	<u>\$84,540</u>	<u>8"</u>	<u>\$45,024</u>	<u>\$90,240</u>	<u>\$135,264</u>	<u>10"</u>	<u>\$64,722</u>	<u>\$129,720</u>	<u>\$194,442</u>	<u>12"</u>	<u>\$121,002</u>	<u>\$242,520</u>	<u>\$363,522</u>		
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		b.	Wastewater impact fees	\$2,820.00	74-52(d)																																								
	(6)	Water meter fees (cost per meter):																																											
			<table><tr><td><u>Meter Size</u></td><td><u>Manual</u></td><td><u>Automated</u></td></tr><tr><td><u>5/8"</u></td><td><u>n/a</u></td><td><u>\$287.50</u></td></tr><tr><td><u>1"</u></td><td><u>\$155.00</u></td><td><u>\$330.00</u></td></tr><tr><td><u>1.5"</u></td><td><u>\$400.00</u></td><td><u>\$555.56</u></td></tr><tr><td><u>2"</u></td><td><u>\$500.00</u></td><td><u>\$680.56</u></td></tr><tr><td><u>3"</u></td><td><u>\$2,000.00</u></td><td><u>\$2,525.00</u></td></tr><tr><td><u>4"</u></td><td><u>\$3,000.00</u></td><td><u>\$3,206.00</u></td></tr><tr><td><u>6"</u></td><td><u>\$6,000.00</u></td><td><u>\$5,325.00</u></td></tr></table>	<u>Meter Size</u>	<u>Manual</u>	<u>Automated</u>	<u>5/8"</u>	<u>n/a</u>	<u>\$287.50</u>	<u>1"</u>	<u>\$155.00</u>	<u>\$330.00</u>	<u>1.5"</u>	<u>\$400.00</u>	<u>\$555.56</u>	<u>2"</u>	<u>\$500.00</u>	<u>\$680.56</u>	<u>3"</u>	<u>\$2,000.00</u>	<u>\$2,525.00</u>	<u>4"</u>	<u>\$3,000.00</u>	<u>\$3,206.00</u>	<u>6"</u>	<u>\$6,000.00</u>	<u>\$5,325.00</u>																		
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	(67)	Same day service connection (one-time fee per customer request)		\$75.00																																									
	(78)	Utility meter removal/pulled meter fee		\$100.00																																									
	(89)	➤Meter replacement fee (one-time fee per customer request)		\$75.00																																									
	(910)	Proof of residency documentation (per copied page)		\$0.10																																									

PART II - CITY CODE
Appendix D SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

~~(10) —Water utility rates.~~

	(11)	Water utility rates.				
	Monthly Minimum Charge—Single-Family Residential					
	Meter Size	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
	Up to 1"	\$20.23	\$21.24	\$21.65	\$22.73	\$23.55
	1½"	\$40.74	\$53.58	\$66.41	\$79.25	\$92.09
	2"	\$65.45	\$85.94	\$106.44	\$126.93	\$147.43
	3"	\$89.00	\$133.05	\$177.10	\$221.15	\$265.20
	4"	\$122.65	\$200.34	\$278.04	\$355.73	\$433.43
	6"	\$206.76	\$368.58	\$530.39	\$692.20	\$854.02
	8"	\$307.70	\$570.46	\$833.21	\$1,095.97	\$1,358.72

Volumetric Rates—Single-Family Residential					
Per 1,000 Gallons	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
0—3,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$2.90	\$3.21	\$3.21	\$3.21	\$3.21
10,001—25,000 gallons	\$3.63	\$4.01	\$4.01	\$4.01	\$4.01
Above 25,000 gallons	\$5.44	\$6.02	\$6.02	\$6.02	\$6.02

Monthly Minimum Charge—Commercial, Multi-Unit (Residential or Commercial)					
Meter Size	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023

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

Up to 1"	\$20.23	\$21.24	\$21.65	\$22.73	\$23.55
1½"	\$40.74	\$53.58	\$66.41	\$79.25	\$92.09
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6"	\$206.76	\$368.58	\$530.39	\$692.20	\$854.02
8"	\$307.70	\$570.46	\$833.21	\$1,095.97	\$1,358.72

Volumetric Rates—Commercial, Multi-Unit (Residential or Commercial)					
	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Per 1,000 gallons	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90

Monthly Minimum Charge—Irrigation/Sprinkler					
Meter Size	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Up to 1"	\$20.23	\$21.24	\$21.65	\$22.73	\$23.55
1½"	\$40.74	\$53.58	\$66.41	\$79.25	\$92.09
2"	\$65.45	\$85.94	\$106.44	\$126.93	\$147.43
3"	\$89.00	\$133.05	\$177.10	\$221.15	\$265.20
4"	\$122.65	\$200.34	\$278.04	\$335.73	\$433.43
6"	\$206.76	\$368.58	\$530.39	\$692.20	\$854.02
8"	\$307.70	\$570.46	\$833.21	\$1,095.97	\$1,358.72

Volumetric Rates—Irrigation/Sprinkler					
Per 1,000 Gallons	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
0—3,000 gallons	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
10,001—25,000 gallons	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25

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

Above 25,000 gallons	\$5.44	\$6.02	\$6.02	\$6.02	\$6.02
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(1112)	Wastewater utility rates.		
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Wastewater Utility Rates					
Minimum Monthly Charge	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Single-family residential	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96
Residential (multi-unit)	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96
Commercial (single and multi-unit)	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96

Volumetric Rates—Single-Family Residential					
Based on WMA**	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Per 1,000 gallons	\$2.40	\$4.16	\$4.16	\$4.16	\$4.29
** Winter months average					

Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial)					
Based on 100% Water Consumption	February 4, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Per 1,000 gallons	\$2.40	\$4.16	\$4.16	\$4.16	\$4.29
*Multi-unit charged per unit					

Description			Amount	Code Section
Vehicles for Hire—Chapter 90				
(1)	Wrecker service towing fees			90-27
	a.	The standard auto wrecker service charge for towing a vehicle to a vehicle storage facility or to the place of business of the auto wrecker, shall not exceed \$85.00; provided, however, if the destination of the tow exceeds 15 miles from the point where the wrecker picked up the tow, the operator shall be permitted to charge an additional fee not to exceed \$2.00 for each mile towed		

PART II - CITY CODE
Appendix D SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

			in excess of 15 miles. This charge shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. If the police department requires the vehicle to be moved from the location to which it was originally towed to another location within the city, an additional fee, not to exceed \$30.00, may be charged for transferring the vehicle.		
		b.	The service charge for a heavy-duty wrecker performing police-authorized or nonconsent tows, where the services of a heavy-duty wrecker are required, shall not exceed \$125.00 per hour, with a one-hour minimum. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.		
		c.	The service charge for removal and replacement of a tire and wheel assembly required to tow a vehicle shall not exceed \$20.00.		
		d.	The service charge for righting an overturned vehicle on level ground shall not exceed \$50.00.		
		e.	The service charge for placement of a vehicle on a dolly or dollies in order to tow the vehicle shall not exceed \$100.00.		
		f.	The service charge for towing a motorcycle shall not exceed \$100.00.		
		g.	The charge for up to two hours work on specialized recoveries of vehicles that are submerged, or in difficult terrain, or in other abnormal locations shall not exceed \$125.00; provided, however, if any such specialized recovery takes more than two hours, the charge shall not exceed \$65.00 per hour.		
		h.	The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001 et seq.		
	(2)	Wrecker permit fee, annually		\$15.00	90-59
Appendix B—Subdivisions					
	(1)	Conceptual Master plan		\$200.00	
	(2)	Preliminary plat		\$1,000.00	
	(3)	Final plat, amending plat, replat, short form final plat		\$500.00	
	(4)	Extension of plat approval		\$100.00	
	(5)	Vacation of plat		\$300.00	
	(6)	Public Infrastructure plan review		\$500.00	
	(7)	Commercial site plan		\$500.00	
	(8)	Development permit		\$25.00	

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

	(9)	Per-dwelling unit park dedication fee	\$600.00	
	(10)	Tree mitigation fee (per caliper inch)	\$400.00	
	(11)	Plat resubmittal fee	\$200.00	
Appendix C—Zoning				
	(1)	Specific use permits	\$300.00	
	(2)	Planned Unit Development	\$500.00	
	(3)	Zone change request	\$300.00	
	(4)	Tenant occupancy fee	\$75.00	
	(5)	Zoning board of adjustment applications	\$100.00	
	(6)	Permit for the conduct of outdoor sales	\$25.00	
	(7)	Special events	\$50.00	
Credit Card Payment Processing Convenience Fees				
		Utility service and utility administrative fees paid by debit or credit card (online or in person)	2.5% of fees(s)	
		Municipal court fines and fees paid by debit or credit card (online or in person)	2.5% of fee(s)	
		City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	2.5% of fee(s)	
		Parks and recreation services fees by debit or credit card (online or in person)	2.5% of fee(s)	
		Building permits related fees paid by debit or credit card (online or in person)	2.5% of fee(s)	

(Ord. No. 88-21, § 1, 3-20-1989; Res. No. R95-14, § 1, 4-17-1995; Res. No. R95-26, § 1, 9-25-1995; Res. No. R95-27, § 1, 9-25-1995; Res. No. R95-31, § 1, 10-2-1995; Ord. No. 97-20, §§ 1—5, 11-17-1997; Res. No. R98-2, §§ 1—5, 1-19-1998; Res. No. R98-26, §§ 1—3, 8-17-1998; Res. No. R99-22, 7-26-1999; Res. No. R99-26, § 2, 9-13-1999; Ord. No. 99-32, § 6, 10-18-1999; Ord. No. 2000-06, §§ 1—3, 3-20-2000; Res. No. R2000-47, § 1, 10-2-2000; Ord. No. 2002-13, 7-1-2002; Res. No. R2002-35, § 1, 7-1-2002; Ord. No. 2002-28, § 1, 12-16-2002; Ord. No. 2003-01, § 1, 1-20-2003; Ord. No. 2003-05, § 1, 4-21-2003; Ord. No. 2005-03, § 44, 1-3-2005; Ord. No. 2004-19, § 1, 2-7-2005; Ord. No. 2006-06, § 3, 3-20-2006; Res. No. R2009-51, § 1, 9-28-2009; Res. No. R2009-52, § 1, 9-28-2009; Res. No. R2010-39, § 2, 3, exh. A, 10-4-2010; Res. No. R2011-26, § 2, 9-12-2011; Res. No. R2011-27, § 1, 9-12-2011; Res. No. R2011-33, § 1, 10-17-2011; Ord. No. 2011-38, § 2, 1-9-2012; Ord. No. 2012-05, §§ 3, 4, 3-5-2012; Ord. No. 2012-25, § 1, 11-5-2012; Ord. No. 2013-43, §§ 5—7, 12-2-2013; Ord. No. 2014-17, § 1(exh. A), 8-4-2014; Ord. No. 2016-12, § 1(exh. A), 3-7-2016; Ord. No. 2018-01, § 1(exh. A), 3-5-2018; Ord. No. 2018-17, § 2(exh. A), 7-2-2018; Ord. No. 2018-25, § 1(exh. A), 10-1-2018; Ord. No. 2018-30, § 1, 12-3-2018; Ord. No. 2019-01, § 1(exh. A), 2-4-2019; Ord. No. 2019-02, § 5, 2-4-2019; Ord. No. 2019-32, § 1(Exh. A), 9-9-2019; Ord. No. 2020-01, §§ 1, 2, 2-3-2020)

Community Development Fee Changes Summary

Staff reviewed our processes and evaluated the time required by permit technicians to issue permits and by inspectors to conduct certain inspections to ensure that we are, as accurately as possible, charging fees to compensate for staff time. We also researched fees charged by surrounding cities including Pearland, League City, Missouri City, Sugar Land and Alvin. Our fees remain very competitive in the area and in most cases, we tend to charge less than most for permit and development related fees.

Buildings and Building Regulations

- Add (non-refundable) to all building permits fees
- Change “Miscellaneous Residential Permits” to “Miscellaneous Permits”
- Change “Swimming pools (new)” to “Swimming pools (in-ground)”
- Add Swimming pool (above ground) permit - \$125.00
- Add resubmittal fee of plans for all miscellaneous type permits (I-x) - % of original permit fee

Subdivisions

- Change “Conceptual plan” to “Master plan”
- Change “Public Infrastructure plan review” to “Infrastructure plan review”
- Add Tree mitigation fee (per caliper inch) - \$400
- Add Plat resubmittal fee - \$200.00

Utilities

- Water impact fees and Sewer impact fees were \$1,407 and \$2,820, respectively. The fees have been updated based on meter size as follows:

Meter Size	Water	Sewer	Total
1”	\$1,407	\$2,820	\$4,227
1.5”	\$2,814	\$5,640	\$8,454
2”	\$4,221	\$8,460	\$12,681
3”	\$8,442	\$16,920	\$25,362
4”	\$14,070	\$28,200	\$42,270
6”	\$28,140	\$56,400	\$84,540
8”	\$45,024	\$90,240	\$135,264
10”	\$64,722	\$129,720	\$194,442
12”	\$121,002	\$242,520	\$363,522

- Added water meter fees (cost per meter based on size and type as follows:

Meter Size	Manual	Automated
5/8”	n/a	\$287.50
1”	\$155.00	\$330.00
1.5”	\$400.00	\$555.56

2"	\$500.00	\$680.56
3"	\$2,000.00	\$2,525.00
4"	\$3,000.00	\$3,206.00
6"	\$6,000.00	\$5,325.00

Library Fees Changes Summary

All Friendswood Library fees are set in accordance with the fee structure of the Galveston County Library System. As new library collections are added, staff researches late fees charged by surrounding library systems to ensure fees are set at a fair and competitive rate. Late fees for specific collections are occasionally reduced as collections grow and patrons have more items to choose from. Fees for lost or damaged items are set to the original library cost of the item to be replaced.

Library fees are being added to Appendix D. These fees are as follows:

<u>LATE FEES</u>	<u>PER DAY</u>	<u>MAX</u>
Audiobooks	\$0.10	\$5.00
Books	\$0.10	\$5.00
CDs	\$0.10	\$5.00
CD Players	\$0.25	\$5.00
DVD/Blu-rays	\$0.25	\$5.00
Hotspots	\$0.25	\$5.00
Interlibrary Loans	\$0.25	\$5.00
Laptops	\$0.25	\$5.00
Launchpads	\$0.25	\$5.00
New Books	\$0.25	\$5.00
Records	\$0.25	\$5.00
Tablets	\$0.25	\$5.00
Take and Makes	\$0.25	\$5.00
Video Games	\$0.25	\$5.00
Projectors	\$5.00	N/A

<u>RENTAL FEES</u>	<u>PER DAY</u>
Projectors	\$3.00

<u>MISC. FEES</u>	
Credit Card Charge	\$1.25
Lost Item Processing Fee	\$5.00
Returned Check Fee	\$35.00

REPLACEMENT FEES

Audiobook Case	\$7.00
Audiobook Case Containing Over 10 Discs	\$10.00
Audiobook Disc Replacement	\$10.00
Book Jacket	\$2.00
CD Jewel Box	\$5.00
CD Jewel Box Front Cover Only	\$2.00
CD Jewel Box (Double)	\$6.00
CD Player Audio Cable	\$5.00
CD Player Case	\$15.00
CD Player Power Cable	\$5.00
CD Player USB Adapter	\$5.00
Digital Audiobook Case	\$10.00
DVD Case	\$5.00
DVD Case Containing Multiple DVDs	\$6.00
Findaway AC Adapter	\$10.00
Findaway Bumper	\$9.00
Findaway Case	\$8.00
Findaway USB Cord	\$7.00
Lanyard (Playaway)	\$1.00
Lost Book/CD/DVD/Etc.	Replacement cost of item
Media Cover	\$2.00
Playaway Battery Cover	\$1.00
Record Cover	\$1.00
Replacement Library Card	\$0.25

PRINTING FEES

3D Printer	\$0.20 per gram. Minimum \$1.00
Poster Printer	\$0.01 per square inch

Add – “The city reserves the right to reduce or eliminate any and all library fees or fines for special incentive programs or for item damage due to floods or other natural disaster events.”

Parks & Recreation Fee Changes Summary

Proposed changes are intended to help support program cost. We've researched the fees charged by surrounding cities and even with the proposed increases; our fees would remain very competitive in the area. In most cases, we charge less than most for facility rental fees.

Facility	Old Fees (resident rate)	New Fees (resident rate)	Old Fees (non-resident rate)	New Fees (non-resident rate)
Stevenson Park Pool – Lifeguard fee	\$10.00 per guard/per hour	\$15.00 per guard/per hour	10.00 per guard/per hour	\$15.00 per guard/per hour
Renwick – Daily rates	\$25 per hour/per field	\$20 per hour/per field	\$25 per hour/per field	\$40 fee per hour/per field
Renwick – Evening rates (5:30-11:00 p.m.)	\$35 per hour/per field	\$30 per hour/per field	\$35 per hour/per field	\$50 per hour/per field
Centennial Park Fields (Daily rates)	n/a	\$20 per hour/per field	n/a	\$40 fee per hour/per field
Centennial Park Fields- Evening rates (5:30-11:00 p.m.)	n/a	\$30 per hour/per field	n/a	\$50 per hour/per field
Corporal Steven Schulz Park Fields (Daily rates)	n/a	\$20 per hour/per field	n/a	\$40 fee per hour/per field
Corporal Steven Schulz Park Fields Evening rates (5:30-11:00 p.m.)	n/a	\$30 per hour/per field	n/a	\$50 per hour/per field

- Added “For any facility rental over 75+ people and/or alcohol, an additional security fee will be added of \$55 per hour, per officer at a minimum of 3 hours.”

City Secretary Fee Changes Summary

The proposed changes set the City's fees for the reproduction of public records across the organization in compliance with state law.

Public Information fees are being added to Appendix D.

The charges for public information including judicial records are as follows:

(1)	Standard paper copy	\$0.10
(2)	Nonstandard paper copy:	
a.	Diskette	\$1.00
b.	Magnetic tape	Actual cost
c.	Data cartridge	Actual cost
d.	Tape cartridge	Actual cost
e.	Rewritable CD (CD-RW)	\$1.00
f.	Non-rewritable CD (CD-R)	\$1.00
g.	Digital video disc (DVD)	\$3.00
h.	JAZ drive	Actual cost
i.	Other electronic media	Actual cost
j.	VHS video cassette	\$2.50
k.	Audio cassette	\$1.00
l.	Oversize paper copy (e.g.; 11 x17, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50
m.	Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)	Actual cost
n.	Postal-related expenses necessary to transmit reproduced documents to the requesting party	Actual cost
o.	Duplicate originals or certified copy of a release given by the City	\$25.00
p.	Police accident reports	\$
q.	Certified police accident report	\$
r.	Certified copies (unless specified otherwise in this section)	\$5.00
	All other charges not specifically mentioned in this subsection shall be the same as those provided in the schedule of fees adopted by the state general services commission in 1 T.A.C. 111.61-111.70; and the definitions and procedures contained in such subsections are hereby adopted by the city	
	Personnel charges in excess of 36 hours. Notwithstanding any provision contained herein to the contrary, any requestor of public information will be charged personnel costs in accordance with V.T.C.A., Government Code, 552.275 for all time in excess of 36 hours spent by personnel of the city in producing public information to a requestor during a 12-month period commencing on October 1 of each year.	

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: November 1, 2021

Date submitted: 10/05/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first and final reading of a proposed 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 II" 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 second 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 II 2021–2022.

ATTACHMENTS

1. Proposed Ordinance 2021-xx BA II
2. FY22 BA II Exhibit A 11-01-2021_corrected
3. FY22 BA II Exhibit B 11-01-2021_corrected EKP

(Title: An Ordinance adopting Budget Amendment II 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 II" 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, 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, 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 II” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2021-2022” attached hereto. Said Budget Amendment II 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 1st day of NOVEMBER, 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 II
November 1, 2021**

1. **Park Land Dedication Fund – Playground Equipment at Stevenson Park & Old City Park, \$80,518.** Appropriate funds to purchase additional playground equipment at Stevenson Park and replace old playground equipment at Old City Park. The equipment purchase will provide park visitors with more modern, all-inclusive playgrounds that adhere to higher safety standards. The funding source will be from the Park Land Dedication Fund.
2. **IT / Facilities Department – UPS upgrade and relocation, \$10,670.** Appropriate funds to cover unforeseen relocation expenses and upgrade to the backup power system (UPS) for City Hall servers. After receiving an updated quote for installation, it was determined that additional work, which involves the relocation of the electrical disconnects, switches and new UPS, would be required to comply with building codes. An upgrade in capability from 60amps to 100amps will also provide added flexibility to handle potential future capacity expansion. The funding source will be unassigned general fund balance.
3. **Temporary fire station, \$22,000.** Appropriate funds for various expenses to establish a temporary fire station during construction of Fire Station #2. The City intends to use Harbor Church's property as the site for the temporary fire station. The following expenses will be required to prepare the site: driveway construction, \$7,930; an awning to protect fire apparatus from weather, \$4,500; purchase two 18'x20' Conex boxes for storage, \$5,500; estimated materials cost to construct a temporary parking area (excludes labor), \$1,163. The City is also pursuing an additional \$15,000 reimbursement from the insurance company (TML) for depreciation costs related to the burn building and will be used to offset these expenditures. The net impact to unassigned general fund balance will be \$7,000.
4. **Water & Sewer Revenue Bonds Series 2021 – Engineering Contract, \$907,950.** Appropriate funds for the engineering contract executed with Garver, LLC on 09/13/2021. Garver will provide engineering services in relation to water system improvements. Work to be included: ground storage tanks at Water Plants #3 & #4, control panel updates for Water Plant #1, recoating of Elevated Storage Tank #2, an update to City's Utility Master Plan, and creation of a Water Model. Funds will be appropriated from the 2021 Water & Sewer Bond Construction Fund.
5. **Texas Water Development Board Flood Mitigation Grant Reimbursement, \$5,600.** Appropriate grant funds received from the Texas Water Development Board (TWDB) Flood Mitigation grant program for buyout properties. Advance funding for buyout properties was originally approved in FY2019-2020. This reimbursement represents 56% of costs related to grant management services. Therefore, the funds will be appropriated back to unassigned general fund balance.
6. **Texas Water Development Board Flood Mitigation Grant Reimbursement, \$270,299.** Appropriate grant funds received from the Texas Water Development Board (TWDB) Flood Mitigation grant program for buyout properties. Advance funding for buyout properties was originally approved in FY2019-2020. Properties included in this reimbursement are: 222 Shadwell Ln, 301 West Castlewood, and 1 Whittier Dr. Therefore, the funds will be appropriated back to unassigned general fund balance.

7. **Utilities Relocation at Clear Creek Utility Bridge – Additional Engineering, \$4,000.** Advance funding for engineering services related to the relocation of utilities at Clear Creek Utility Bridge. The City applied for and was awarded a grant through the 2017 Community Development Block Grant – Disaster Recovery with Galveston County. Additional work is necessary to obtain metes and bounds for two proposed easements (water and force main) as well as prepare the GLO Easement Application for each utility (water and force main). This Change Order (#2) for \$4,000 will be reimbursable. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State Agency.
8. **2021 Coronavirus Local Fiscal Recovery Funds – Water Monitoring System, \$14,200.** Appropriate funds to purchase a water monitoring system. The water monitoring system is comprised of 5 monitoring devices installed at different locations throughout the City's utility infrastructure network. These monitors relay real-time pressure information which may indicate possible leaks or breaks. Funds will be appropriated from 2021 Coronavirus Local Fiscal Recovery Funds.

City of Friendswood				
November 1, 2021				
2021-2022 Budget Amendment II - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	164-0000-30100		Appropriate unassigned fund balance for purchase of playground equipment for Stevenson Park and Old City Park	(80,518)
1	164-7001-456.8560		Appropriate unassigned fund balance for purchase of playground equipment for Stevenson Park and Old City Park	80,518
2	001-0000-30500		Appropriate unassigned general fund balance for upgrade and additional work associated with installation of City Hall UPS	(10,670)
2	001-6460-419.6600		Appropriate unassigned general fund balance for upgrade and additional work associated with installation of City Hall UPS	10,670
3	001-0000-30500		Appropriate unassigned general fund balance to establish temporary fire station during construction of FS#2	(22,000)
3	001-7001-422.6610		Appropriate unassigned general fund balance to establish temporary fire station during construction of FS#2	22,000
4	422-0000-30600		Appropriate 2021 Water & Sewer Bond Proceeds for the Water System Improvements project Garver engineering contract	(907,950)
4	422-7001-434.8582		Appropriate 2021 Water & Sewer Bond Proceeds for the Water System Improvements project Garver engineering contract	907,950
5	121-10199		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	(5,600)
5	121-26010		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	5,600
5	001-14019		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	(5,600)
5	001-10199		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	5,600
6	121-10199		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	(270,299)
6	121-26010		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	270,299
6	001-14019		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	(270,299)
6	001-10199		Reimburse unassigned general fund balance for advance funding related to TWDB Flood Mitigation grant for buyout properties	270,299
7	001-10199		Due from 2017 CDBG-DR (Galveston Cnty) for engineering services related to GLO easement coordination at Clear Creek Utility Bridge	(4,000)
7	001-14029		Due from 2017 CDBG-DR (Galveston Cnty) for engineering services related to GLO easement coordination at Clear Creek Utility Bridge	4,000
7	124-26010		Due to General Fund for engineering services to related to GLO easement coordination at Clear Creek Utility Bridge	(4,000)
7	124-10199		Due to General Fund for engineering services to related to GLO easement coordination at Clear Creek Utility Bridge	4,000
8	125-0000-33100		Appropriate 2021 Coronavirus Local Fiscal Recovery Funds proceeds to purchase a water monitoring system	(14,200)
8	125-7001-434.8400		Appropriate 2021 Coronavirus Local Fiscal Recovery Funds proceeds to purchase a water monitoring system	14,200

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: November 1, 2021

Date submitted: 09/29/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing a Request for Approval of Proposed Installation of Equipment with American Tower Corporation for the installation of equipment by AT&T Mobility at 1606 Whitaker Drive, Friendswood, Texas, 77546-5403.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item approves a request from Tower Alliance on behalf of American Tower, for the installation of equipment by AT&T Mobility at 1606 Whitaker Drive, Friendswood, Texas, 77546-5403. The approval will allow for modifications to the existing tower as noted in the attached Antenna Amendment Plan, and will include the modification of the ground base and tower mounted equipment as noted below:

TOWER WORK:

- REMOVAL OF (12) ANTENNA(S), (9) RRH(S) AND (1) 3/8" RET CONTROL CABLE,
- INSTALLATION OF (12) ANTENNA(S), (12) RRH(S), (1) SQUID, (3) ANTENNA MOUNTING PIPES, AND (2) 0.92" CABLE, AND
- EXISTING (9) RRH(S), (3) FIBER STORAGE UNIT(S), (4) SQUID(S), (1) FILTER, (2) FIBER TRUNK AND (8) 8 AWG 6 CABLES TO REMAIN.

The above noted work will take place within the existing compound and on the existing tower, with the overall appearance of the tower remaining similar and will result in no changes to the overall height of the tower.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The telecommunications tower near the Public Safety Building exists and during the permitting phase, City staff will ensure that building code requirements are met.

RECOMMENDATIONS

Staff has no issue with the proposed changes to the telecommunications tower and will ensure that building codes and ordinances are met by AT&T Mobility

ATTACHMENTS

1. Request for Approval of Proposed Installation of Equipment - 268232_LCL_13633184 1606 Whitaker Drive
2. 268232_13633184_FCD



CITY OF FRIENDSWOOD
ATTN: TED BEASON
910 SOUTH FRIENDSWOOD DR.
FRIENDSWOOD TX, 77546

September 24, 2021

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
268232	FRIENDSWOOD PS BLDG TX	13633184	AT&T MOBILITY
SITE ADDRESS		GROUND AGREEMENT	
1606 Whitaker Drive Friendswood, Texas 77546-5403		License Agreement dated June 11, 2007	

* any reference to AT&T MOBILITY includes one or more of its related entities

Dear Landlord:

We, Tower Alliance, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by AT&T MOBILITY, at this site. AT&T MOBILITY is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment.

Also, included for your convenience are the related Construction Drawings.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of AT&T MOBILITY's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,

Nick Neville

Nick Neville
Colocation Coordinator
Tower Alliance LLC
817-487-1088
NNeville@toweralliancellc.com

Approval

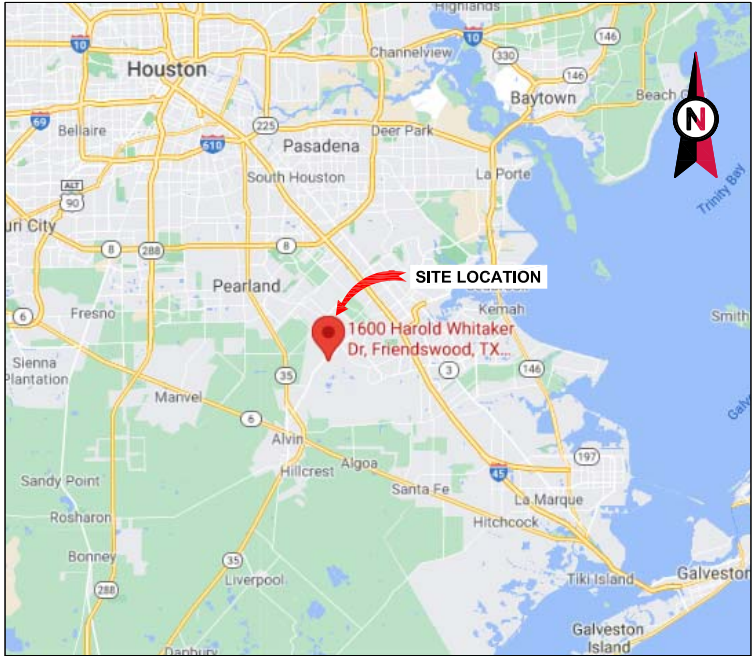
I approve of the proposed modification of equipment by AT&T MOBILITY at the site referenced above.

Signature: _____ Date: _____

Print Name: Mike Foreman

Title: Mayor, City of Friendswood

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT
FRIENDSWOOD PS BLDG TX/ 268232
ATC Project 13633184
AT&T MOBILITY collocation



VICINITY MAP



AMERICAN TOWER®

ATC SITE NAME: FRIENDSWOOD PS BLDG TX

ATC SITE NUMBER: 268232

AT&T SITE ID:HXL02276

AT&T SITE NAME: MRSTX073039

SITE ADDRESS: 1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546-5403



LOCATION MAP

AT&T MOBILITY
ANTENNA AMENDMENT PLAN

COMPLIANCE CODE	PROJECT SUMMARY	PROJECT DESCRIPTION	SHEET INDEX				
THE CITY OF FRIENDSWOOD IS CURRENTLY USING THE 2018 EDITION OF THE: - INTERNATIONAL BUILDING CODE - INTERNATIONAL ENERGY CONSERVATION CODE - INTERNATIONAL MECHANICAL CODE - INTERNATIONAL PLUMBING CODE THE CITY OF FRIENDSWOOD IS CURRENTLY USING THE 2017 EDITION OF THE: - NATIONAL ELECTRIC CODE	SITE ADDRESS: 1606 WHITAKER DRIVE FRIENDSWOOD, TX 77546-5403 COUNTY: GALVESTON GEOGRAPHIC COORDINATES: LATITUDE: 29.496600 LONGITUDE: -95.201600 GROUND ELEVATION: 31' AMSL	THE PROPOSED PROJECT INCLUDES MODIFYING GROUND BASED AND TOWER MOUNTED EQUIPMENT AS INDICATED PER BELOW: TOWER WORK: REMOVE (12) ANTENNA(S), (9) RRH(S) AND (1) 3/8" RET CONTROL CABLE INSTALL (12) ANTENNA(S), (12) RRH(S), (1) SQUID, (3) ANTENNA MOUNTING PIPES, AND (2) 0.92" CABLES EXISTING (9) RRH(S), (3) FIBER STORAGE UNIT(S), (4) SQUID(S), (1) FILTER, (2) FIBER TRUNK AND (8) 8 AWG 6 CABLES TO REMAIN	SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
		G-001	TITLE SHEET	0	09/13/21	AE	
		G-002	GENERAL NOTES	0	09/13/21	AE	
		C-101	DETAILED SITE PLAN	0	09/13/21	AE	
		C-201	TOWER ELEVATION	0	09/13/21	AE	
		C-401	ANTENNA INFORMATION & SCHEDULE	0	09/13/21	AE	
		C-501	CONSTRUCTION DETAILS	0	09/13/21	AE	
		E-501	GROUNDING DETAILS	0	09/13/21	AE	
		R-601	SUPPLEMENTAL				
		R-601	SUPPLEMENTAL				



9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCGI.COM
REGISTRATION #8242

ACG# 21-2468

REV.	DESCRIPTION	BY	DATE
A	PRELIM	XL	05/18/21
0	FINAL	AE	09/13/21

ATC SITE NUMBER:
268232

ATC SITE NAME:
FRIENDSWOOD PS BLDG TX

AT&T MOBILITY SITE NAME:
MRSTX073039

SITE ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546-5403

SEAL:



09/13/21



DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

TITLE SHEET

SHEET NUMBER:	REVISION:
G-001	0

GENERAL CONSTRUCTION NOTES:

1. OWNER FURNISHED MATERIALS, AT&T MOBILITY "THE COMPANY" WILL PROVIDE AND THE CONTRACTOR WILL INSTALL
- A. BTS EQUIPMENT FRAME (PLATFORM) AND ICEBRIDGE SHELTER (GROUND BUILD/CO-LOCATE ONLY)

B. AC/TELCO INTERFACE BOX (PPC)

C. ICE BRIDGE (CABLE TRAY WITH COVER) (GROUND BUILD/CO-LOCATE ONLY, GC TO FURNISH AND INSTALL FOR ROOFTOP INSTALLATION)

D. TOWERS, MONOPOLES

E. TOWER LIGHTING

F. GENERATORS & LIQUID PROPANE TANK

G. ANTENNA STANDARD BRACKETS, FRAMES AND PIPES FOR MOUNTING

H. ANTENNAS (INSTALLED BY OTHERS)

I. TRANSMISSION LINE

J. TRANSMISSION LINE JUMPERS

K. TRANSMISSION LINE CONNECTORS WITH WEATHERPROOFING KITS

L. TRANSMISSION LINE GROUND KITS

M. HANGERS

N. HOISTING GRIPS

O. BTS EQUIPMENT
2. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS. IT IS THE POSITION OF AT&T MOBILITY TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.
3. ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE FEDERAL, STATE, AND LOCAL CODES, INCLUDING ANSIEIA/71A-222, AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS.
4. CONTRACTOR SHALL CONTACT LOCAL 811 FOR IDENTIFICATION OF UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS.
6. ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE IMPROVEMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER.
7. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.
8. DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
9. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
11. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
12. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE AT&T MOBILITY REP PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH REMEDIAL ACTION SHALL REQUIRE WRITTEN APPROVAL BY THE AT&T MOBILITY REP PRIOR TO PROCEEDING.
13. EACH CONTRACTOR SHALL COOPERATE WITH THE AT&T MOBILITY REP, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
14. CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION OF THIS PROJECT TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE AT&T MOBILITY CONSTRUCTION MANAGER.
15. ALL CABLE/CONDUIT ENTRY/EXIT PORTS SHALL BE WEATHERPROOFED DURING INSTALLATION USING A SILICONE SEALANT.
16. WHERE EXISTING CONDITIONS DO NOT MATCH THOSE SHOWN IN THIS PLAN SET, CONTRACTOR SHALL NOTIFY THE AT&T MOBILITY REP AND ENGINEER OF RECORD IMMEDIATELY.
17. CONTRACTOR SHALL ENSURE ALL SUBCONTRACTORS ARE PROVIDED WITH A COMPLETE AND CURRENT SET OF DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
18. CONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE AT THE END OF EACH DAY.
19. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH AMERICAN TOWER CORPORATION (ATC) AND TAKE PRECAUTIONS TO MINIMIZE IMPACT AND DISRUPTION OF OTHER OCCUPANTS OF THE FACILITY.
20. CONTRACTOR SHALL FURNISH AT&T MOBILITY AND AMERICAN TOWER CORPORATION (ATC) WITH A PDF MARKED UP AS-BUILT SET OF DRAWINGS UPON COMPLETION OF WORK.
21. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH AT&T MOBILITY REP TO DETERMINE WHAT, IF ANY, ITEMS WILL BE PROVIDED. ALL ITEMS NOT PROVIDED SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR WILL INSTALL ALL ITEMS

PROVIDED.

22. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH AT&T MOBILITY REP TO DETERMINE IF ANY PERMITS WILL BE OBTAINED BY CONTRACTOR, ALL REQUIRED PERMITS NOT OBTAINED BY AT&T MOBILITY MUST BE OBTAINED, AND PAID FOR, BY THE CONTRACTOR.
23. CONTRACTOR SHALL INSTALL ALL SITE SIGNAGE IN ACCORDANCE WITH AT&T MOBILITY SPECIFICATIONS AND REQUIREMENTS.
24. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO AT&T MOBILITY FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
25. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND LOCATED ACCORDING TO AT&T MOBILITY SPECIFICATIONS, AND AS SHOWN IN THESE PLANS.
26. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
27. CONTRACTOR SHALL NOTIFY AT&T MOBILITY REP A MINIMUM OF 48 HOURS IN ADVANCE OF POURING CONCRETE OR BACKFILLING ANY UNDERGROUND UTILITIES, FOUNDATIONS OR SEALING ANY WALL, FLOOR OR ROOF PENETRATIONS FOR ENGINEERING REVIEW AND APPROVAL.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY INCLUDING COMPLIANCE WITH ALL APPLICABLE OSHA STANDARDS AND RECOMMENDATIONS AND SHALL PROVIDE ALL NECESSARY SAFETY DEVICES INCLUDING PPE AND PPM AND CONSTRUCTION DEVICES SUCH AS WELDING AND FIRE PREVENTION, TEMPORARY SHORING, SCAFFOLDING, TRENCH BOXES/SLOPING, BARRIERS, ETC.
29. THE CONTRACTOR SHALL PROTECT AT HIS OWN EXPENSE, ALL EXISTING FACILITIES AND SUCH OF HIS NEW WORK LIABLE TO INJURY DURING THE CONSTRUCTION PERIOD. ANY DAMAGE CAUSED BY NEGLIGENCE ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, OR BY THE ELEMENTS DUE TO NEGLIGENCE ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, EITHER TO THE EXISTING WORK, OR TO HIS WORK OR THE WORK OF ANY OTHER CONTRACTOR, SHALL BE REPAIRED AT HIS EXPENSE TO THE OWNER'S SATISFACTION.
30. ALL WORK SHALL BE INSTALLED IN A FIRST CLASS, NEAT AND WORKMANLIKE MANNER BY MECHANICS SKILLED IN THE TRADE INVOLVED. THE QUALITY OF WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE AT&T MOBILITY REP. ANY WORK FOUND BY THE AT&T MOBILITY REP TO BE OF INFERIOR QUALITY AND/OR WORKMANSHIP SHALL BE REPLACED AND/OR REWORKED AT CONTRACTOR EXPENSE UNTIL APPROVAL IS OBTAINED.
31. IN ORDER TO ESTABLISH STANDARDS OF QUALITY AND PERFORMANCE, ALL TYPES OF MATERIALS LISTED HEREINAFTER BY MANUFACTURER'S NAMES AND/OR MANUFACTURER'S CATALOG NUMBER SHALL BE PROVIDED BY THESE MANUFACTURERS AS SPECIFIED.
32. AT&T MOBILITY FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE AT&T MOBILITY WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNCRATE, PROTECTED AND INSTALLED BY THE CONTRACTOR WITH ALL APPURTENANCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING IT UP.
33. AT&T MOBILITY OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OWN OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO AT&T MOBILITY OR THEIR ARCHITECT/ENGINEER.
- SPECIAL CONSTRUCTION
- ANTENNA INSTALLATION NOTES:
1. WORK INCLUDED:
- A. ANTENNA AND COAXIAL CABLES ARE FURNISHED BY AT&T MOBILITY UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OD COORDINATION AND SITE ACCESS. ERECTION SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND

B. INSTALL ANTENNA AS INDICATE ON DRAWINGS AND AT&T MOBILITY SPECIFICATIONS.

C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS

D. INSTALL FURNSHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE.

E. CONTRACTOR SHALL PROVIDE FOUR (4) SETS OF SWEEP TESTS USING ANRITZU-PACKARD 8713B RF SCALAR NETWORK ANALYZER. SUBMIT FREQUENCY DOMAIN REFLECTOMETER(FDR) TESTS RESULTS TO THE PROJECT MANAGER. SWEEP TESTS SHALL BE AS PER ATTACHED RFS "MINIMUM FIELD TESTING RECOMMENDED FOR ANTENNA AND HELIAX COAXIAL CABLE SYSTEMS" DATED 10/5/93. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING SERVICE AND BE BOUND AND SUBMITTED WITHIN ONE WEEK OF WORK COMPLETION.

F. INSTALL COAXIAL CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTIONS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.

G. ANTENNA AND COAXIAL CABLE GROUNDING:
2. ALL EXTERIOR #6 GREED GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTORS/SPLICE WEATHERPROOFING KIT #221213 OR EQUAL.

3. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)

ALL DISCREPANCIES FROM WHAT IS SHOWN ON THESE CONSTRUCTION DRAWINGS SHALL BE COMMUNICATED TO ATC ENGINEERING IMMEDIATELY FOR CORRECTION OR RE-DESIGN. FAILURE TO COMMUNICATE DIRECTLY WITH ATC ENGINEERING OR ANY CHANGES FROM THE DESIGN CONDUCTED WITHOUT PRIOR APPROVAL FROM ATC ENGINEERING SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.



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REGISTRATION #8242

ACG# 21-2468

REV.	DESCRIPTION	BY	DATE
	PRELIM	XL	05/18/21
	FINAL	AE	09/13/21
			
			
			

ATC SITE NUMBER:

268232

ATC SITE NAME:

FRIENDSWOOD PS BLDG TX

AT&T MOBILITY SITE NAME:

MRSTX073039

SITE ADDRESS:

1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546-5403

SEAL:



09/13/21



DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

GENERAL NOTES

SHEET NUMBER:

G-002

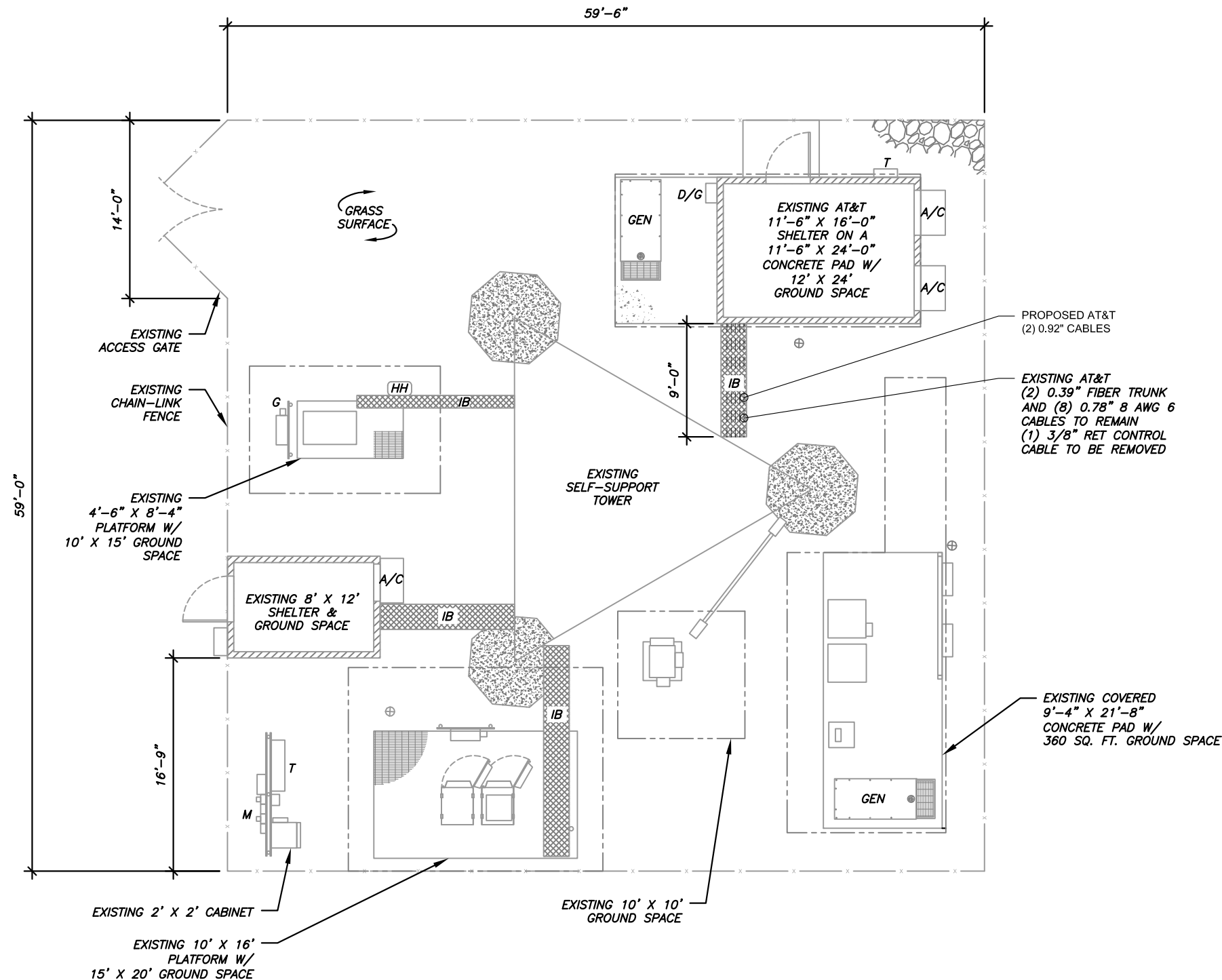
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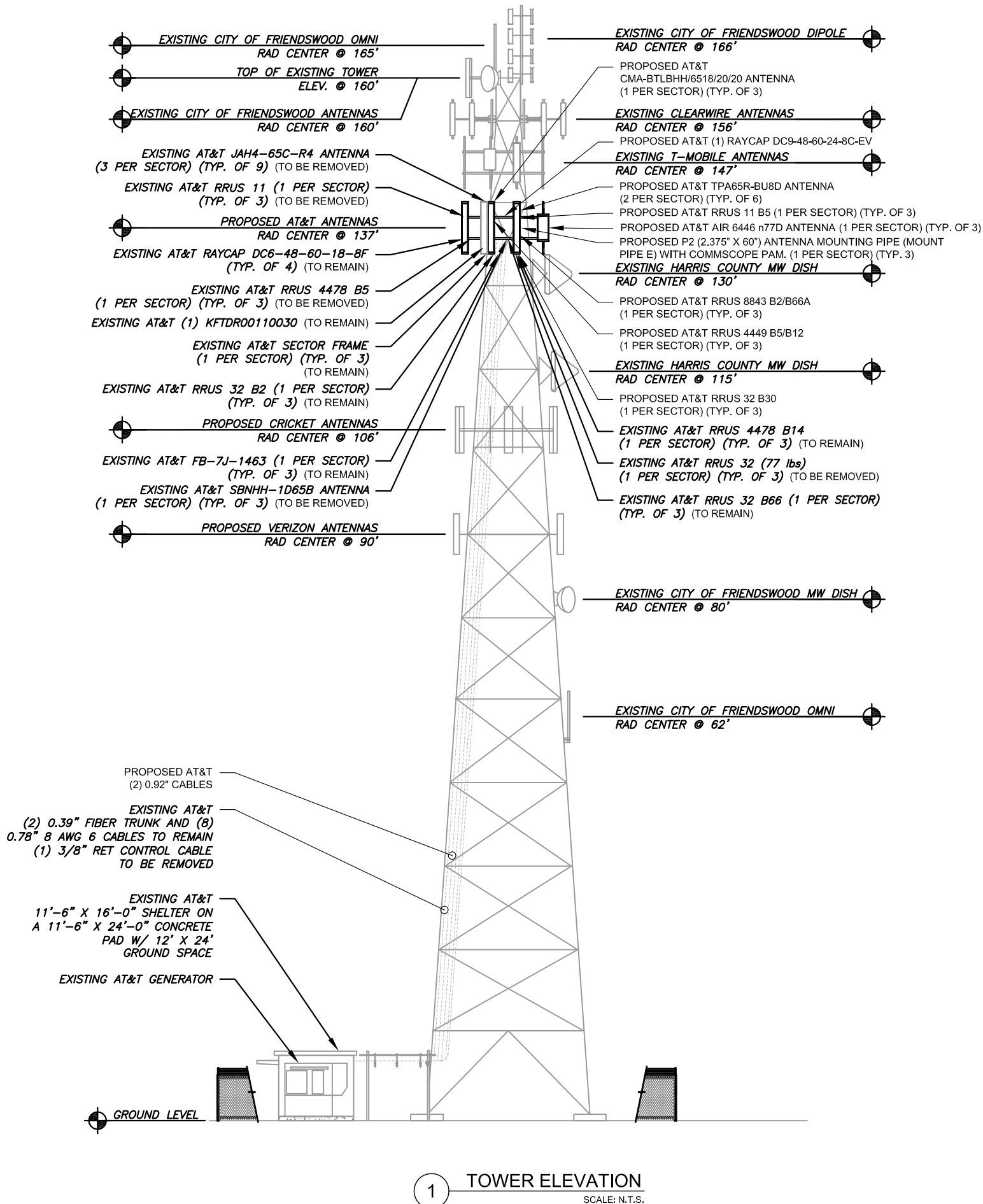
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1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.
3. NO ELECTRICAL SCOPE IS INCLUDED IN THIS PROJECT.
4. SITE LAYOUT IS BASED ON SITE PLAN BY ATC DATED 02/14/2018, EXISTING DRAWINGS BY ALLPRO CONSULTING GROUP, ACGI #20-2488 DATED 11/17/2020 AND SITE WALK PHOTOS BY AMERICAN TOWER CORPORATION DATED 03/09/2020. NO INDEPENDENT SITE WALK WAS PERFORMED BY ALLPRO CONSULTING GROUP, INC. TO VERIFY THE SITE LAYOUT OR DIMENSIONS. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.
5. THE PROPOSED SITE IS LOCATED IN FLOOD ZONE X WHICH IS AREA OF MINIMAL FLOOD HAZARD AS PER FEMA MAP #48167C0202G, EFFECTIVE ON 08/15/2019. IF A PROFESSIONAL CONSULTANT HAS FINDINGS OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

X	GROUNDING TEST WELL
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACAL
HH, V	HAND HOLE, VAULT
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
M	METER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
x	CHAINLINK FENCE

1. ESTIMATED LENGTH OF PROPOSED CABLE IS 168'. ESTIMATED LENGTH OF CABLE WAS PROVIDED BY CUSTOMER OR CALCULATED BY ADDING THE RAD CENTER AND THE DISTANCE FROM THE SHELTER ENTRY PLATE TO THE TOWER (ALONG THE ICE BRIDGE) AND A SAFETY FACTOR MEASUREMENT OF 15% (OF THE TWO PREVIOUS VALUES). CDS DEFER TO GREATEST CABLE LENGTH.
2. ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS. WHERE POSSIBLE UTILIZE EXISTING CABLE SUPPORT STRUCTURES AS PROVIDED FOR CARRIER TO ADEQUATELY SECURE CABLES, USING EITHER APPROPRIATELY SIZED STAINLESS STEEL SNAP-INS OR MOUNTING HARDWARE AND BRACKETS AS SPECIFIED BY CABLE MANUFACTURER. OTHERWISE, ATTACH CABLES TO HORIZONTAL OR DIAGONAL TOWER MEMBERS USING PROPOSED STAINLESS STEEL ADAPTERS (DO NOT ATTACH TO TOWER LEG).





1 TOWER ELEVATION
SCALE: N.T.S.

- TOWER NOTE:
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM WITH THE PROJECT MANAGER THAT THEY HAVE THE MOST RECENT VERSION OF THE STRUCTURAL ANALYSIS BEFORE COMMENCING WORK. EXISTING AND PROPOSED TOWER APPURTENANCES, MOUNTS, AND ANTENNAS ARE SHOWN BASED ON THE STRUCTURAL ANALYSIS.
 - WHERE APPLICABLE, ALL NEW ANTENNAS, EQUIPMENT, MOUNTS, CABLING, ETC. SHALL BE PAINTED/SOCKED TO MATCH EXISTING EQUIPMENT IN ACCORDANCE WITH FAA, JURISDICTION, AND/OR OTHER LOCAL REQUIREMENTS.
 - ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS. IF ADEQUATE SPACE EXISTS, ROUTE CABLES THROUGH ENTRY PORT HOLE, UP INSIDE OF MONOPOLE, AND THROUGH EXIT PORT HOLE. IF ROUTING OUTSIDE THE MONOPOLE, ATTACH CABLES USING STAND-OFF ADAPTERS MOUNTED TO TOWER USING STAINLESS STEEL BANDING. ADEQUATELY SECURE CABLES USING EITHER APPROPRIATELY SIZED STAINLESS STEEL SNAP-INS OR MOUNTING HARDWARE AND BRACKETS AS SPECIFIED BY CABLE MANUFACTURER.
 - TOWER ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE TO MATCH STRUCTURAL ANALYSIS. ELEVATIONS DO NOT REFLECT TRUE ABOVE GROUND LEVEL (A.G.L.)
 - STRUCTURAL ANALYSIS IS BY ATC ENGINEERING #13633184_C3_03, DATED 04/26/2021. NO NEW ANTENNAS OR EQUIPMENT SHALL BE INSTALLED ON THE TOWER WITHOUT APPROVAL OF A STRUCTURAL ENGINEER.
 - CONDITIONAL PASSING MOUNT ANALYSIS IS BY ATC ENGINEERING #13633184_C8_04 DATED 09/02/21. NO NEW ANTENNAS OR EQUIPMENT SHALL BE INSTALLED WITHOUT APPROVAL OF A STRUCTURAL ENGINEER.
 - ALL INSTALLATIONS SHOULD COMPLY WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.



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REGISTRATION #8242
ACG# 21-2468

REV.	DESCRIPTION	BY	DATE
A	PRELIM	XL	05/18/21
0	FINAL	AE	09/13/21

ATC SITE NUMBER:
268232
ATC SITE NAME:
FRIENDSWOOD PS BLDG TX
AT&T MOBILITY SITE NAME:
MRSTX073039
SITE ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546-5403

SEAL:



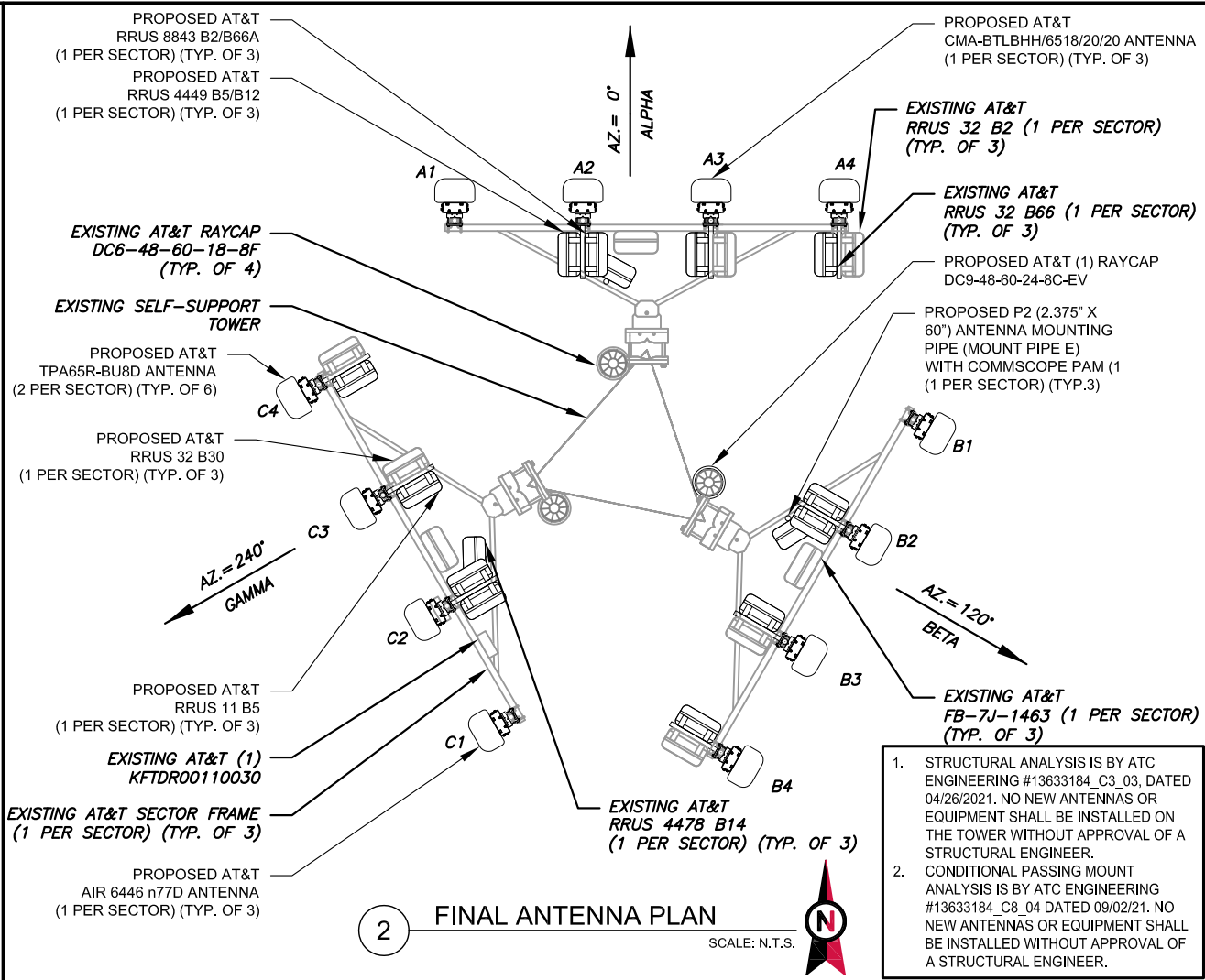
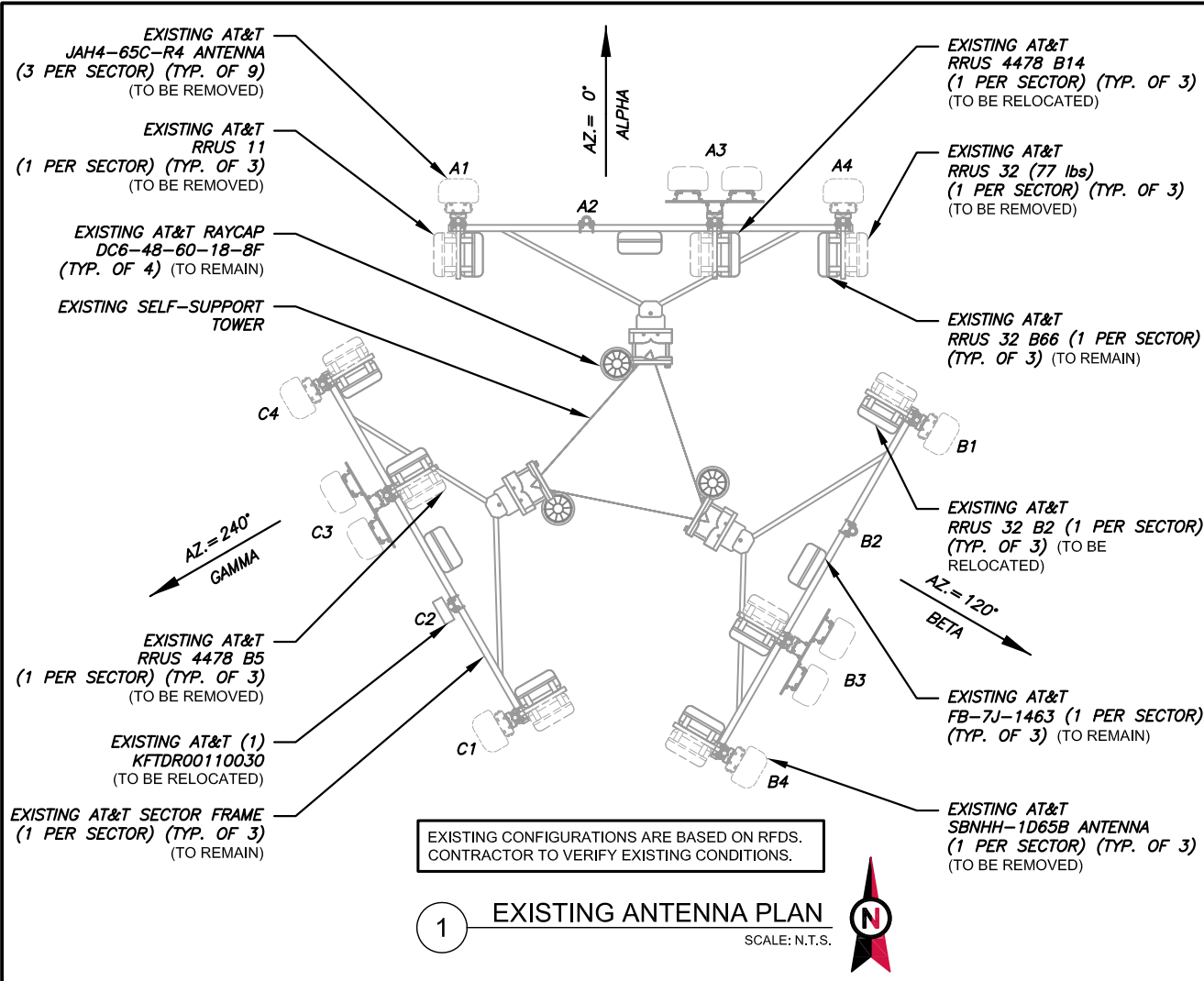
09/13/21



DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-201	0



EXISTING ANTENNA SCHEDULE								
LOCATION			ANTENNA SUMMARY				NON ANTENNA SUMMARY	
SECTOR	RAD	AZ	POS	ANTENNA	BAND	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
ALPHA	137'	0°	A1	JAH4-65C-R4	-	RMV	(1) RRUS 11, (1) RRUS 32 B2	RMV, REL
			A2	-	-	-	(1) FB-7J-1463	RMN
			A3	(1) JAH4-65C-R4, (1) JAH4-65C-R4	-	RMV, RMV	(1) RRUS 4478 B5, (1) RRUS 4478 B14	RMV, REL
			A4	SBNHH-1D65B	-	RMV	(1) RRUS 32 B66, (1) RRUS 32 (77 LBS)	RMN, RMV
BETA	137'	120°	B1	JAH4-65C-R4	-	RMV	(1) RRUS 11, (1) RRUS 32 B2	RMV, REL
			B2	-	-	-	(1) FB-7J-1463	RMN
			B3	(1) JAH4-65C-R4, (1) JAH4-65C-R4	-	RMV, RMV	(1) RRUS 4478 B5, (1) RRUS 4478 B14	RMV, REL
			B4	SBNHH-1D65B	-	RMV	(1) RRUS 32 B66, (1) RRUS 32 (77 lbs)	RMN, RMV
GAMMA	137'	240°	C1	JAH4-65C-R4	-	RMV	(1) RRUS 11, (1) RRUS 32 B2	RMV, REL
			C2	-	-	-	(1) KFTDR00110030, (1) FB-7J-1463	RMN, RMN
			C3	(1) JAH4-65C-R4, (1) JAH4-65C-R4	-	RMV, RMV	(1) RRUS 4478 B5, (1) RRUS 4478 B14	RMV, REL
			C4	SBNHH-1D65B	-	RMV	(1) RRUS 32 B66, (1) RRUS 32 (77 lbs)	RMN, RMV
EXISTING FIBER DISTRIBUTION/SQUID				EXISTING CABLING SUMMARY				
MODEL NUMBER		STATUS	8 AWG 6	OTHER	FIBER	RET	STATUS	
(4) DC6-48-60-18-8F		RMN	(8) 0.78"	-	(2) 0.39"	-	RMN	3
-		-	-	-	-	(1) 3/8"	RMV	

NOTES

1. CONFIRM WITH AT&T MOBILITY REP FOR APPLICABLE UPDATES/REVISIONS AND MOST RECENT RFDS FOR NSN CONFIGURATION (CONFIG). GC TO CAP ALL UNUSED PORTS.

2. CONFIRM SPACING OF PROPOSED EQUIP DOES NOT CAUSE TOWER CONFLICTS NOR IMPEDE TOWER CLIMBING PEGS.

3. THE ANTENNA ORIENTATION PLAN IS A SCHEMATIC. ATC DID NOT CONFIRM EXISTING SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, ANTENNA AZIMUTHS, MOUNT CONFIGURATIONS AND TOWER ORIENTATION. SCALES SHOWN ARE FOR REFERENCE ONLY AND EXISTING DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO INSTALLATION AND NOTIFY ATC OF ANY DISCREPANCIES.

4. CONTRACTOR TO ENSURE PROPER SEPARATION IN ACCORDANCE WITH AT&T'S FIRSTNET REQUIREMENTS (SEE SHEET R-602)

STATUS ABBREVIATIONS

RMV: TO BE REMOVED

RMN: TO REMAIN

REL: TO BE RELOCATED

ADD: TO BE ADDED

CABLE LENGTHS FOR JUMPERS

JUNCTION BOX TO RRU: 15'

RRU TO ANTENNA: 10'

EQUIPMENT SCHEDULES

EXISTING ANTENNA SCHEDULE								
LOCATION			ANTENNA SUMMARY				NON ANTENNA SUMMARY	
R	RAD	AZ	POS	ANTENNA	BAND	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
A	137'	0°	A1	AIR 6449 n77D	—	ADD	—	—
			A2	TPA65R—BU8D	—	ADD	(1) FB-7J-1463, (1) RRUS 8843 B2/B66A, (1) RRUS 4449 B5/B12	RMN, ADD, ADD
			A3	(1) CMA-BTLBHH/6518/20/20	—	ADD	(1) RRUS 11 B5, (1) RRUS 32 B30	ADD, RMN
			A4	TPA65R—BU8D	—	ADD	(1) RRUS 32 B66, (1) RRUS 32 B2	RMN, REL
			A5	—	—	—	(1) RRUS 4478 B14	REL
	137'	120°	B1	AIR 6449 n77D	—	ADD	—	—
			B2	TPA65R—BU8D	—	ADD	(1) FB-7J-1463, (1) RRUS 8843 B2/B66A, (1) RRUS 4449 B5/B12	RMN, ADD, ADD
			B3	(1) CMA-BTLBHH/6518/20/20	—	ADD	(1) RRUS 11 B5, (1) RRUS 32 B30	ADD, RMN
			B4	TPA65R—BU8D	—	ADD	(1) RRUS 32 B66, (1) RRUS 32 B2	RMN, REL
			B5	—	—	—	(1) RRUS 4478 B14	REL
A	137'	240°	C1	AIR 6449 n77D	—	ADD	—	—
			C2	TPA65R—BU8D	—	ADD	(1) FB-7J-1463, (1) RRUS 8843 B2/B66A, (1) RRUS 4449 B5/B12	RMN, ADD, ADD
			C3	(1) CMA-BTLBHH/6518/20/20	—	ADD	(1) RRUS 11 B5, (1) RRUS 32 B30	ADD, RMN
			C4	TPA65R—BU8D	—	ADD	(1) RRUS 32 B66, (1) RRUS 32 B2	RMN, REL
			C5	—	—	—	(1) RRUS 4478 B14	REL
EXISTING FIBER DISTRIBUTION/SQUID				EXISTING CABLING SUMMARY				
MODEL NUMBER			STATUS	8 AWG 6	OTHER	FIBER	RET	STATUS
(4) DC6-48-60-18-8F			RMN	(8) 0.78"	—	(2) 0.39"	—	RMN
(1) DC9-48-60-24-8C-EV			ADD	—	(2) 0.92"	—	—	ADD

AMERICAN TOWER®

ALLPRO
CONSULTING GROUP, INC.

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REGISTRATION #8242

ACG# 21-2468

REV.	DESCRIPTION	BY	DATE
A	PRELIM	XL	05/18/21
0	FINAL	AE	09/13/21

ATC SITE NUMBER:
268232

ATC SITE NAME:
FRIENDSWOOD PS BLDG TX

AT&T MOBILITY SITE NAME:
MRSTX073039

SITE ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546-5403

SEAL:

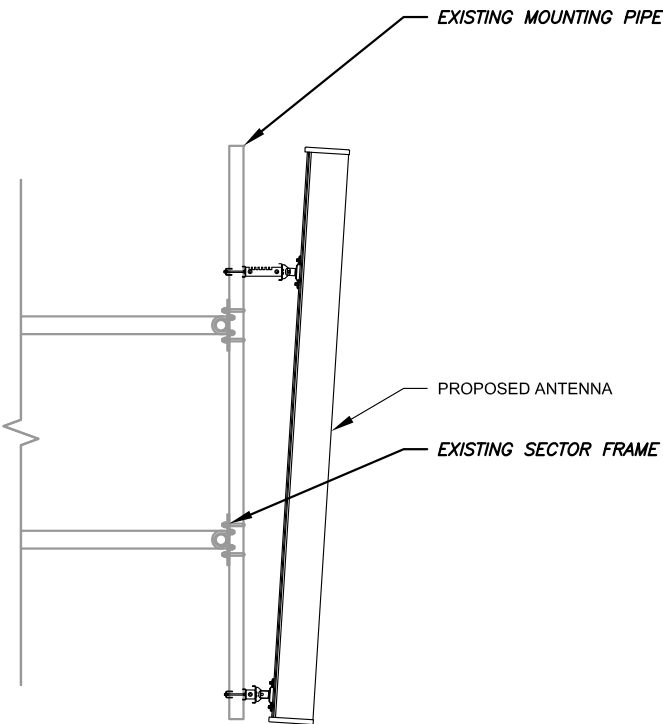
CHIU YU ZHANG
128187
PROFESSIONAL ENGINEER

09/13/21

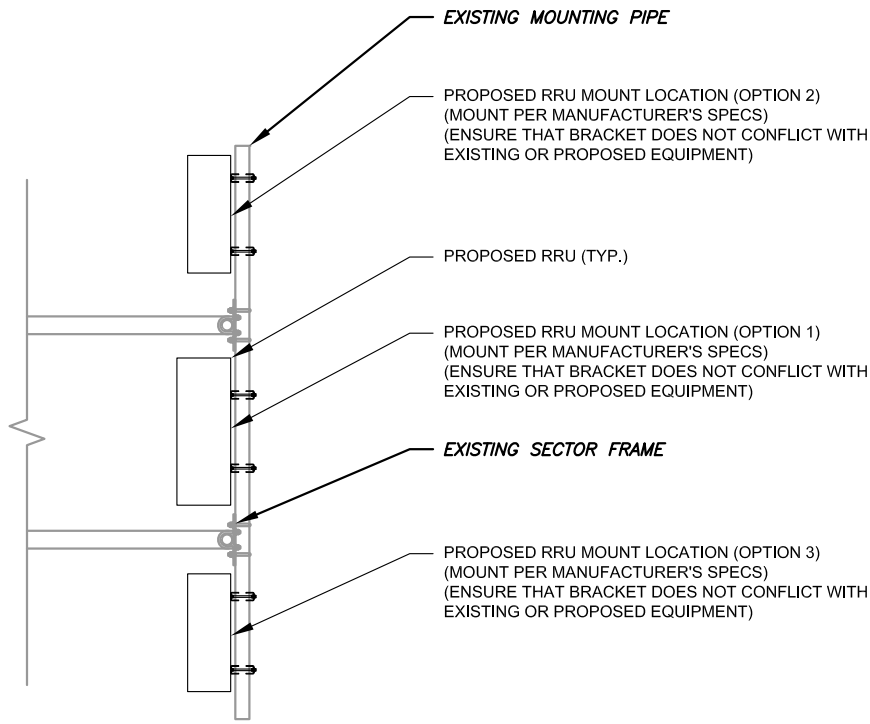
DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

ANTENNA INFORMATION & SCHEDULE

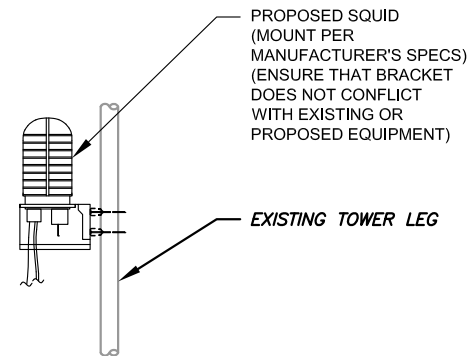
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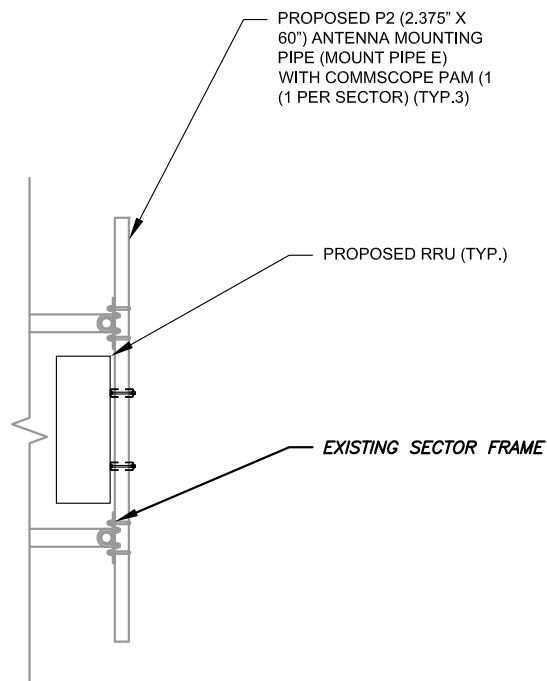
1 ANTENNA DETAIL
SCALE: N.T.S.



2 PROPOSED RRU MOUNTING DETAIL - TYPICAL
SCALE: N.T.S.



3 PROPOSED SQUID MOUNTING
SCALE: N.T.S.



4 PROPOSED RRU MOUNTING DETAIL - TYPICAL
SCALE: N.T.S.

1. CONDITIONAL PASSING MOUNT ANALYSIS IS BY ATC ENGINEERING #13633184_C8_04 DATED 09/02/21. NO NEW ANTENNAS OR EQUIPMENT SHALL BE INSTALLED WITHOUT APPROVAL OF A STRUCTURAL ENGINEER.



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DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

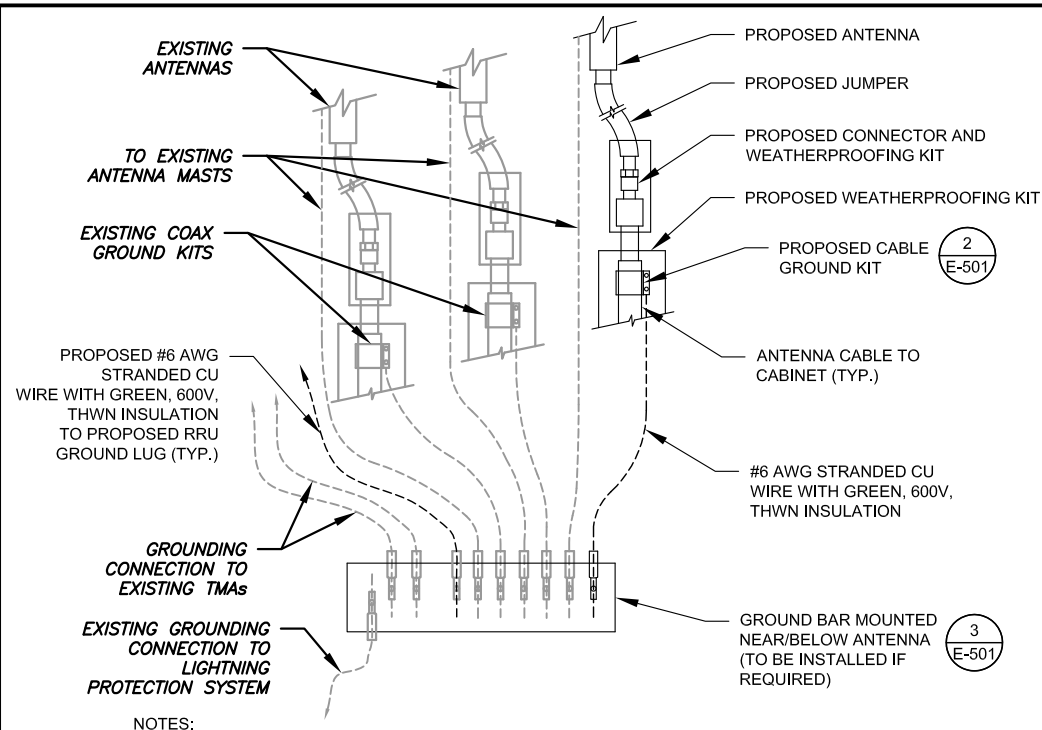
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DETAILS

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REVISION:

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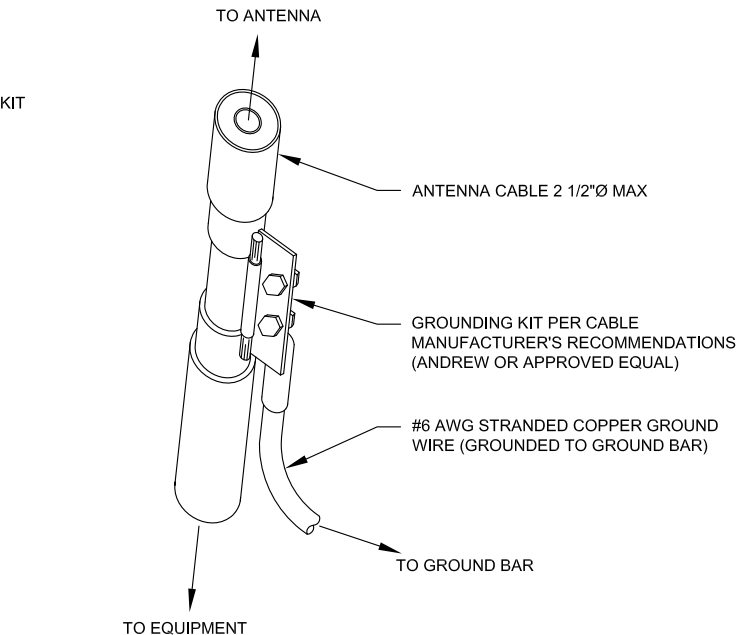


NOTES:

1. THIS DETAIL IS INTENDED TO SHOW THE GENERAL GROUNDING REQUIREMENTS. SLIGHT ADJUSTMENTS MAY BE REQUIRED BASED ON EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS AS NEEDED AND INFORM THE CONSTRUCTION MANAGER OF ANY CONFLICTS.
2. SITE GROUNDING SHALL COMPLY WITH AT&T MOBILITY GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH AT&T MOBILITY GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.

1 TYPICAL ANTENNA GROUNDING DIAGRAM

SCALE: N.T.S.

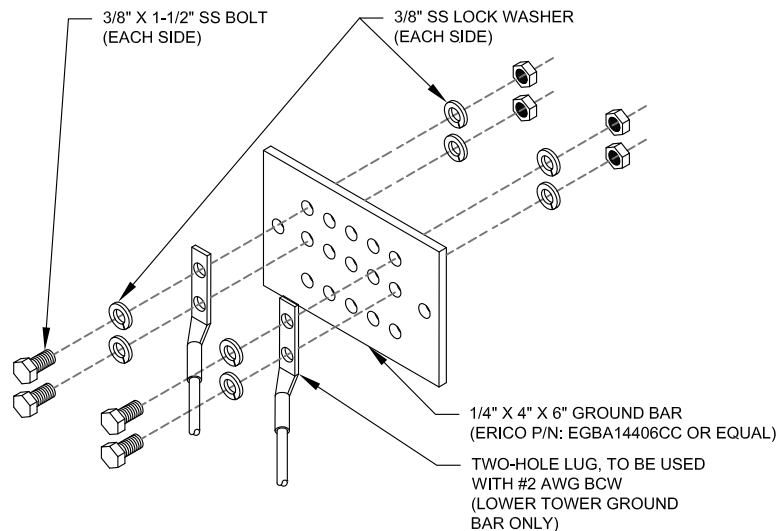


GROUND KIT NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. CONTRACTOR SHALL PROVIDE WEATHERPROOFING KIT (ANDREW PART NUMBER 221213) AND INSTALL/TAPE PER MANUFACTURER'S SPECIFICATIONS.

2 CABLE GROUND KIT CONNECTION DETAIL

SCALE: N.T.S.

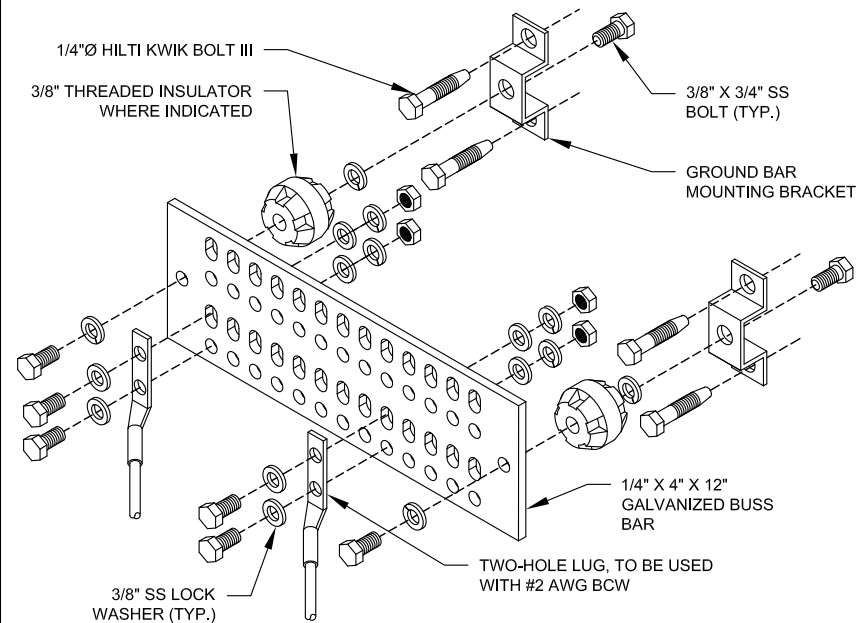


GROUND BAR NOTES:

1. GROUND BAR KITS COME WITH ALL HARDWARE, NUTS, BOLTS, WASHERS, ETC. EXCEPT THE STRUCTURAL MOUNTING MEMBER(S).
2. GROUND BAR TO BE BONDED DIRECTLY TO TOWER.

3 TOWER GROUND BAR DETAIL

SCALE: N.T.S.

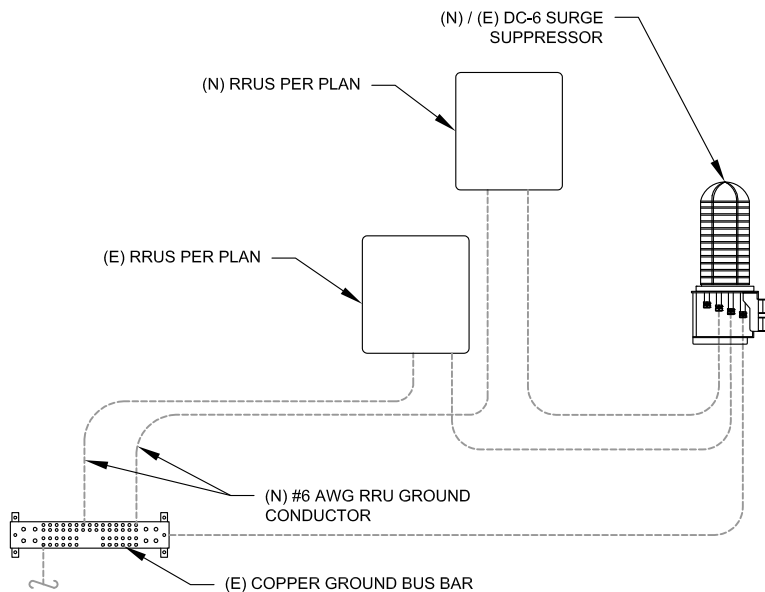


GROUND BAR NOTES

1. GROUND KITS COME WITH ALL HARDWARE, NUTS, BOLTS, WASHERS, ETC. EXCEPT THE STRUCTURAL MOUNTING MEMBER(S).
2. GROUND BAR SHALL BE BOLTED TO STRUCTURAL MEMBER OR ANCHORED TO CONCRETE SLAB W/ HILTI KWIK BOLT III.

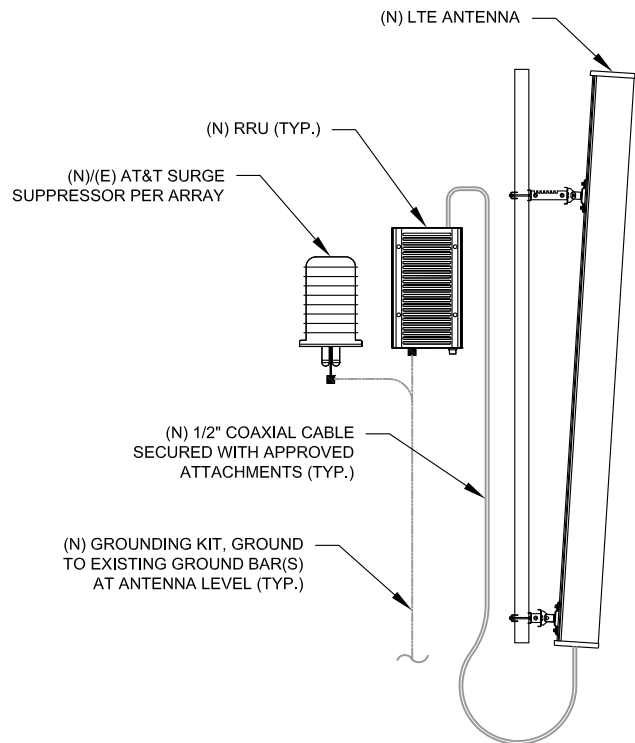
4 MAIN GROUND BAR DETAIL

SCALE: N.T.S.



5 RRU GROUNDING

SCALE: N.T.S.



6 ANTENNA/RRU GROUNDING

SCALE: N.T.S.



9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCGI.COM
REGISTRATION #8242

ACG# 21-2468

REV.	DESCRIPTION	BY	DATE
A	PRELIM	XL	05/18/21
0	FINAL	AE	09/13/21

ATC SITE NUMBER:

268232

ATC SITE NAME:

FRIENDSWOOD PS BLDG TX

AT&T MOBILITY SITE NAME:

MRSTX073039

SITE ADDRESS:

1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546-5403

SEAL:



09/13/21



DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

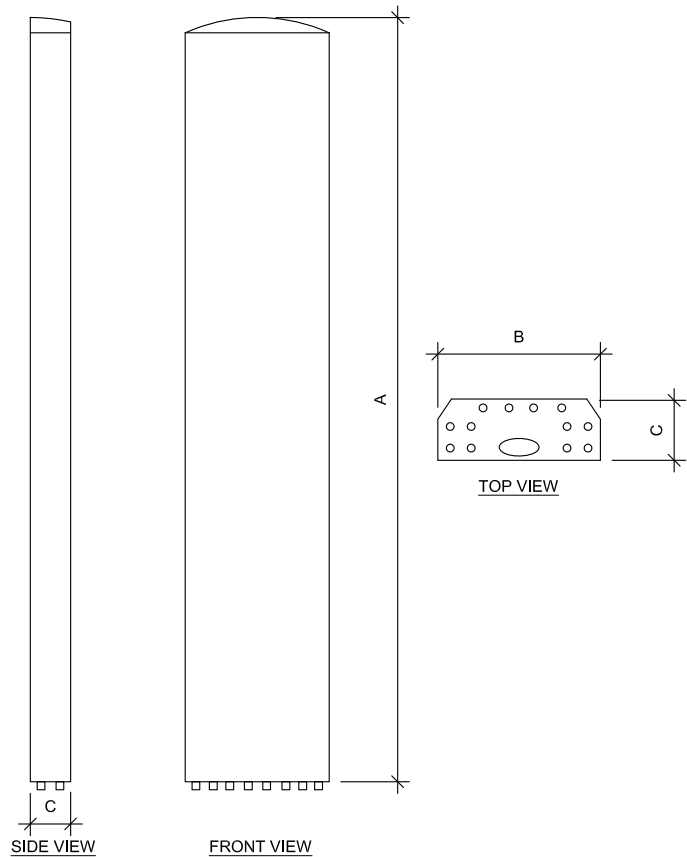
GROUNDING DETAILS

SHEET NUMBER:

E-501

REVISION:

0

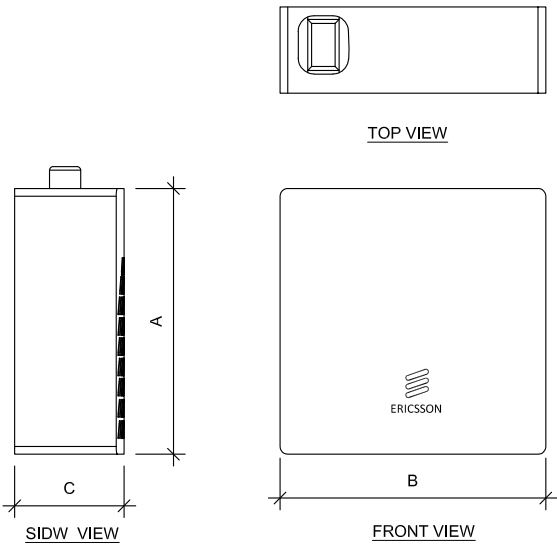


ANTENNA SPECIFICATIONS				
ANTENNA MODEL	A	B	C	WEIGHT (LBS)
AIR6449 N77	30.4"	15.9"	8.1"	81.6
CMA-BTLBHH/6516/20/20	65.3"	16.5"	7.6"	54
TPA65R-BU8D	96.0"	21.0"	7.8"	82.5

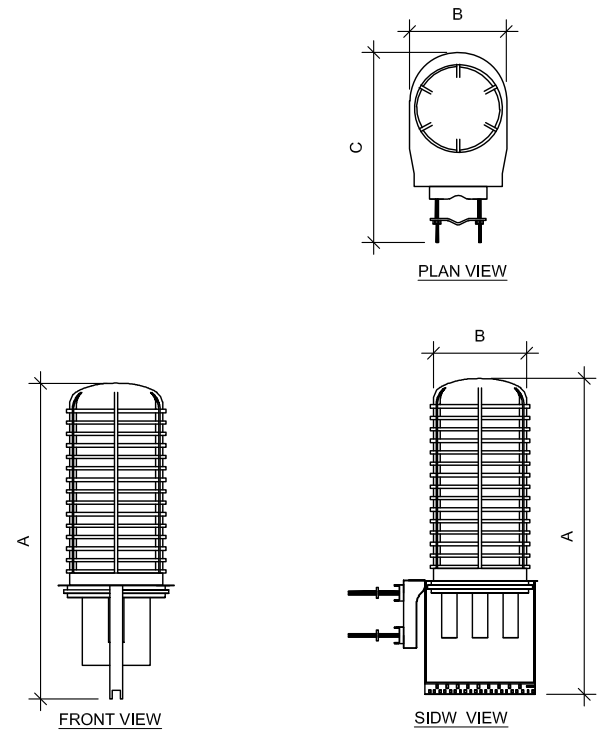
ELECTRICAL NOTES:

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE AT&T REPRESENTATIVE AND LOCAL UTILITY COMPANY FOR THE INSTALLATION OF CONDUITS, CONDUCTORS, BREAKERS, DISCONNECTS, OR ANY OTHER EQUIPMENT REQUIRED FOR ELECTRICAL SERVICE. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE STATE AND NATIONAL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS PROJECT.
- ATC HAS NOT VERIFIED ANY EXISTING AT&T GROUND EQUIPMENT OR ELECTRICAL LOADING. PROPOSED WORK BASED ON INSTALLATION CONFIGURATION PROVIDED BY AT&T. CONTRACTOR TO VERIFY EXISTING AT&T PANEL HAS SUFFICIENT SPACE FOR PROPOSED BREAKER. PROPOSED CABLE AND CONDUIT SHALL BE MINIMUM SIZE PER BELOW IN CHART.
- FOR SPECIFIC CABINET / ANCILLARY EQUIPMENT WIRING REQUIREMENTS, THE AT&T CONTRACTOR SHOULD REFERENCE DESIGN DOCUMENTS PROVIDED BY AT&T FOR THIS CURRENT PROJECT CONFIGURATION, IN ACCORDANCE WITH LOCAL JURISDICTION REQUIREMENTS & NEC STANDARDS & PRACTICES.

OCPD SIZE	WIRE SIZE	GROUND SIZE	CONDUIT SIZE
80A/2P	2#3 AWG	#8 AWG	1-1/4"
100/2P	2#2 AWG	#8 AWG	1-1/4"
125A/2P	2#1 AWG	#8 AWG	1-1/2"
150A/2P	2#1/0 AWG	#8 AWG	1-1/2"



RRU SPECIFICATIONS				
RRU MODEL	A	B	C	WEIGHT (LBS)
8843 B2/B66A	14.9"	13.2"	10.9"	72.0
4449 B5/B12	17.9"	13.2"	9.4"	71.0
RRUS 11 B5	-	-	-	-
RRUS 32 B30	-	-	-	-



RAYCAP SPECIFICATIONS				
RAYCAP MODEL	A	B	C	WEIGHT (LBS)
DC9-48-60-24-8C-EV	31.4"	10.2"	18.3"	16.0



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ACG# 21-2468

REV.	DESCRIPTION	BY	DATE
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0	FINAL	AE	09/13/21

ATC SITE NUMBER:
268232
ATC SITE NAME:
FRIENDSWOOD PS BLDG TX
AT&T MOBILITY SITE NAME:
MRSTX073039
SITE ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546-5403

SEAL:



09/13/21

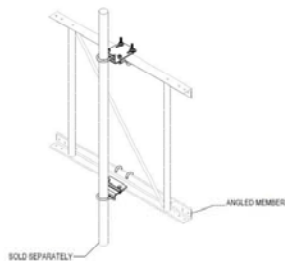


DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-601	0

PAM



Universal Pipe-to-Angle Mount Kit for mounting 2in to 3.5in OD pipe to 90 degree angles 2in to 4in. HW incl for 2-3/8in pipe. (Pipe not incl)

Product Classification

Product Type Mounting kit

General Specifications

Pipe, quantity 0

Dimensions

Mounting Diameter, maximum 101.6 mm | 4 in
Mounting Diameter, minimum 50.8 mm | 2 in
Pipe Outer Diameter 48.26 mm | 1.9 in | 88.9 mm | 3.5 in

Material Specifications

Material Type Hot dip galvanized steel

Packaging and Weights

Included Angle brackets | Attachment hardware
Packaging quantity 2
Weight, net 6.2 kg | 13.669 lb

Regulatory Compliance/Certifications

Agency ISO 9001:2015 Classification Designed, manufactured and/or distributed under this quality management system



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09/13/21



DATE DRAWN:	05/18/21
ATC JOB NO:	13633184
CUSTOMER ID:	MRSTX073039
CUSTOMER #:	HXL02276

SUPPLEMENTAL

SHEET NUMBER: R-602	REVISION: 0
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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 10/05/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving a 10-year lease agreement renewal for a Tower Site License Agreement by and between Crown Castle and the City of Friendswood for 111 E. Willowick Avenue, Lease No. 40896.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On October 4, 2021, the City of Friendswood received written notice from Crown Castle for a 10-year renewal to its existing Tower Site License Agreement for 111 E. Willowick Avenue for a term beginning January 1, 2022 and ending on December 31, 2031. A copy of the license agreement and notice of renewal are attached to the item for your review.

The renewal does not change any of the details of the agreement but simply extends said terms for another ten years, as allowed in the agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021 Notice of Renewal for Crown Castle Tower Lease Agreement - 111 East Willowick
2. Crown Castle Tower Lease Agreement - 111 East Willowick



Renewal Notice

September 24, 2021

*Renewd. 10/04/21
JAB*

Pursuant to your Agreement with Crown Castle GT Company LLC, please accept this notice that Crown Castle GT Company LLC has exercised its option to extend the term of your Agreement.

Communications
Site Address: 111 E. WILLOWICK AVE.
Friendswood, TX 77546

BU Number: 814801 Lease Number: 40896

Site Name: FRIENDSWOOD # 5

Renewal Term: 10 Years

New Term Start Date: 1/1/2022 New Term End Date: 12/31/2031

Questions?
Landowners Help Desk: (866) 482-8890
LOHD@crowncastle.com
CrownCastle.com

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

Angela Siebe
Vice President — Property Management



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER SPACE ONLY)

THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this 6th day of August, 2018 (the "Effective Date"), between Crown Castle GT Company LLC, a Delaware limited liability company, with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and City of Friendswood TX, with its principal place of business at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 ("Licensee").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjusted Fee" means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

"Adjustment Date" means the date on which all fees set forth herein shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

"AM Detuning Study Fee" means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

"Closeout Documentation" means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

TT: E 1532037

Prepared by: M. Patton

Prepared on: 1/19/2018

Revised on:

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3

LRF Rev #: 3



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

"Code" means TIA-222-X, where the "X" refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Crown Castle" means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

"Current Term Expiration Date" means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

"Deed" means the deed(s) or other similar prior instrument(s) from which Licensor's rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

"Equipment" means Licensee's communications equipment placed on the Site, including Licensee's antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

"Event of Default" means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communications Commission.

"Government Entity" means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

"Grantor" means the grantor named in the Deed, if applicable.

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Type of Site: Crown Site

"Installation Standards" means the "Installation Standards for Construction Activities on Crown Castle Tower Sites" or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

"Intermodulation Study" means a study to determine whether an RF interference problem may arise.

"Intermodulation Study Fee" means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

"Landlord" means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

"Laws" means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

"Lender" means any and all lenders, creditors, indenture trustees and similar parties.

"Licensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

"Licensed Space" means that portion of the Site that is licensed to Licensee hereunder.

"Licensee" means the party named as "Licensee" in the first paragraph hereof and its successors-in-interest.

"Licensor" means the party named as "Licensor" in the first paragraph hereof and its successors-in-interest.

"Modification" means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement

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Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

of any of Licensee's equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a "Modification", provided that such replacement does not negatively affect the tower's loading capacity, as determined by Licensor.

"NTP" means a written notice to proceed.

"Pre-Existing Use" means any installation or modified use of Licensor's or another user's equipment prior to the installation or modified use of Licensee's Equipment.

"Prime Lease" means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

"Prior Agreement" means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

"Pro Rata Share" means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining "Pro Rata Share", Licensor shall be deemed to be a then-existing user of the Site.

"Regulatory Compliance Costs" means the reasonable costs, including reasonable attorneys' fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

"RF" means radio frequency.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

"Site" means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

"Services Agreement" means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

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Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

"Site Application Fee" means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

"Site Engineering Application" means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee's permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

"Site Plan" means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

"Structural Analysis" means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Structural Analysis Fee" means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor's costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee's tower-mounted Equipment described herein or with respect to any Modification to Licensee's Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

"Subsequent Use" means any installation or modified use of Licensor's or another user's equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

"Term" means the term of this Agreement, as set forth in Section 4 below.

"Term Commencement Date" means immediately upon full execution of this Agreement.

"Tower Level Drawing" means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

"Unlicensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

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Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

“Work” means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of Friendswood, the County of Galveston, and the State of Texas, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensors hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 INTENTIONALLY OMITTED.

2.2.2 Reduction of Available Capacity Due to Change in Applicable Law. If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee's completion of installation of any tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification), Licensors determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, no capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

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Prepared on: 1/19/2018

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 Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
 JDE Business Unit: 814801
 License Identifier: 596738
 Type of Site: Crown Site

2.2.3 Consent to Use of Shared Equipment Shelter. The parties acknowledge that Licensee intends to install, or cause to be installed, its ground-based Equipment entirely within a certain equipment shelter or cabinet on the Site (the "Shared Equipment Shelter"), which Shared Equipment Shelter is owned and maintained by another site user (the "Shelter Owner") and located on the ground as set forth in the Site Plan attached hereto as Exhibit C. Licensor hereby consents to Licensee's use of the Shared Equipment Shelter pursuant to the sublease, license or other right to use the Shared Equipment Shelter as may be granted by Shelter Owner to Licensee (the "Shared Use Grant"); provided, however, Licensee's right to use the Shared Equipment Shelter shall immediately terminate upon the termination of any of the following: the co-location agreement between Licensor and Shelter Owner with respect to Shelter Owner's use of the Site, this Agreement, Shelter Owner's right to use the subject ground space, or the Shared Use Grant. In the event of any such termination, Licensee shall license from Licensor ground space at the Site, subject to availability, for the placement of its own equipment shelter or cabinet and other ground-based equipment. Such license of ground space shall be evidenced by a written amendment to this Agreement and warrant an increase to the Basic Payment due hereunder.

2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee's use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 Conditions Precedent to Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) a Site Engineering Application for such installation or Modification has been approved by Licensor; (ii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iii) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (iv) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (v) the Site Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vi) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

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 Customer Site No.: N/A
 Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
 JDE Business Unit: 814801
 License Identifier: 596738
 Type of Site: Crown Site

2.5 Performance of Work. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall only engage a contractor approved by Crown Castle to perform the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

2.6 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

2.7 INTENTIONALLY OMITTED.

2.8 Acceptance of Licensed Space and Site. By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

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Prepared by: M. Patton

Prepared on: 1/19/2018

Revised on:

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3

LRF Rev #: 3



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in Exhibit A, and non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area.

3.2 Authorized Persons; Safety of Personnel. Licensee's right of access to the Site shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.

3.3 Notice to Licensor. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

3.5 Permits, Authorizations and Licenses. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or

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any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensors shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as reasonably allocated by Licensors.

4. TERM

The term of this Agreement shall commence on the Term Commencement Date and continue until the earlier of (i) the expiration or termination of the Prime Lease, or (ii) the date that Licensee is no longer the lessor under the Prime Lease (the "Term").

5. CONSIDERATION

5.1 **Payments.** Any payments due hereunder shall be made by check payable to Crown Castle GT Company LLC, P.O. Box 301854 Dallas, Texas 75303-1854. Licensee shall include the JDE Business Unit No. 814801 on or with each payment.

5.2 **Adjustments to Fees.** All other fees herein that are expressed as fixed dollar amounts shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensors's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to fees shall be calculated by the following formula://

5.3 **Regulatory Compliance Costs.** In the event that Licensors incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensors's election, Licensee shall pay to Licensors its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensors's invoice for same (together with supporting documentation).

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensors if Licensors is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensors or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. At Licensors's election, Licensee shall also pay to Licensors its Pro Rata Share of all taxes, fees, assessments or charges assessed by

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any Government Entity against the Site itself or against Licensor's improvements thereon. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, Licensee's Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

5.5 INTENTIONALLY OMITTED.

6. INTERFERENCE

6.1 Interference to Licensee's Licensed Operations. Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other uses of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

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6.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 Relocation of Equipment at Licensor's Option. Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 INTENTIONALLY OMITTED.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

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10. INDEMNIFICATION

To the extent allowed by law, Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site.

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensor (and Licensor's manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensor (and any primary liability insurance maintained by Licensor's manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including, but not limited to, coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; (iv) umbrella liability insurance of \$5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant to this section shall contain a waiver of subrogation in favor of Licensor. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall agree to provide a copy of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

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12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be the aforementioned right to terminate this Agreement. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month

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that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of Exhibit B or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt

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requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: City of Friendswood TX
910 S. Friendswood Drive
Friendswood, TX 77546
Telephone Number: (281) 996-3250

As to Licensor: Crown Castle GT Company LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Site Zoning Approval or Permit. In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 Termination of Prime Lease. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

19.3 INTENTIONALLY OMITTED.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

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21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 Subordination. Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 Non-Disturbance. The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 Liability of Parties. Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

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 License Identifier: 596738
 Type of Site: Crown Site

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

**23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT,
 REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

- (i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
 - (a) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and
 - (b) To the extent allowed by law, Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and
- (iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:

TT: E 1532037

Prepared by: M. Patton

Prepared on: 1/19/2018

Revised on:

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3

LRF Rev #: 3



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

- (a) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
- (b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
- (c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Effective Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Signature page follows]

TT: E 1532037

Prepared by: M. Patton

Prepared on: 1/19/2018

Revised on:

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3

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Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

Licensor

Crown Castle GT Company LLC,
a Delaware limited liability company

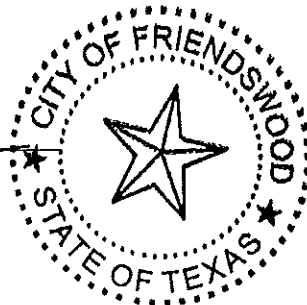
By: [Signature]
Print Name: Kelly Stoner
Title: Manager
Date: 8/15/18

Licensee

City of Friendswood TX
By: [Signature]
Print Name: MIKE FOREMAN
Title: MAYOR
Date: 6 AUG 2018

ATTEST

[Signature]
Melinda Welsh, TRMC
City Secretary



TT: E 1532037
Prepared by: M. Patton
Prepared on: 1/19/2018
Revised on:
CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3
LRF Rev #: 3



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT A to Tower Site License Agreement
SITE AND ACCESS AREA LEGAL DESCRIPTIONS

See Attached

TT: E 1532037
Prepared by: M. Patton
Prepared on: 1/19/2018
Revised on:
CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3
LRF Rev #: 3

FRIENDSWOOD
814801

STATE OF TEXAS §

COUNTY OF GALVESTON §

A METES AND BOUNDS description of a 0.1063 acre (4,632 square feet) tract of land situated in the Sarah McKissick Survey, Abstract No. 151, Galveston County, Texas: being out of Lot 9 in Block 2 of the Subdivision of Friendswood, plat of which is recorded in Volume 254-A, Page 18 of the Galveston County Map Records; being out of Lots 19 and 20 of Hoover Subdivision, an unrecorded subdivision, plat of which is available from the Friendswood Independent School District tax office; and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of the southwesterly right-of-way line of Morningside Drive (60 feet wide) and the southeasterly right-of-way line of Willowick Drive (60 feet wide) marking the northernmost corner of Lot 17 of said unrecorded Hoover Subdivision;

THENCE, South 45° 08' 27" West, 280.06 feet along said southeasterly right-of-way line of Willowick Drive to 2" iron pipe found at the northernmost corner of Lot 21 of said Hoover Subdivision;

THENCE, South 45° 00' 00" East, 140.71 feet along the northerly line of said Lot 21 to a 5/8" iron rod (with cap stamped "Cotton Surveying") set at the POINT OF BEGINNING of the herein described tract;

THENCE, North 45° 00' 43" East, 90.66 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59' 17" East, 19.90 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, North 45° 00' 43" East, 22.00 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59' 17" East, 25.10 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner in the northwesterly line of Lot 14 of said Hoover Subdivision;

THENCE, South 45° 00' 43" West, 112.65 feet along the northwesterly line of Lots 13 and 14 of said Hoover Subdivision to a 1/2-inch iron rod found at the southerly corner of Lot 20;

THENCE, North 45° 00' 00" West, 45.00 feet along the northeasterly line of aforesaid Lot 21 to the POINT OF BEGINNING, CONTAINING 0.1063 acre of land in Galveston County, Texas, as shown on Drawing No. 2490 in the offices of Cotton Surveying Company in Houston, Texas.



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT B to Tower Site License Agreement

APPROVED EQUIPMENT

See Attached

TT: E 1532037

Prepared by: M. Patton

Prepared on: 1/19/2018

Revised on:

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3

LRF Rev #: 3



Customer Approved: Jan 04 2018

Application ID: 397783

Revision # 3 Submitted: Sep 16 2017

Submitted By: Adriana Tran

Original Submit Date: Jul 10 2017

Desired Install Date: N/A

Reason for Application: Other

JDE Job Number 448538

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA: Stand Alone Agreement - TLA
Company: City of Friendswood TX
Address: 910 SOUTH FRIENDWOOD DRIVE
ATTN: CITY SECRETARY
City/Town: FRIENDSWOOD
State: TX **Postal Code:** 77546
Customer Job Number: N/A
Customer Payment Reference: N/A
Customer Site Name: N/A
Customer Site Number: N/A

Site Information

Crown Castle Site Name: FRIENDSWOOD # 5
Crown Castle Site ID: 814801
Crown Castle District: Houston
Address: 111 E. WILLOWICK AVE.
City/Town: Friendswood
State: TX **Postal Code:** 77546
County: Galveston
Latitude: 29° 31' 47.04" **Longitude:** -95° 11' 58.98"
Structure Type: SELF SUPPORT **Structure Height:** 175 ft

Legal Entity Information

Operating Legal Entity: City of Friendswood TX

Primary Contact: KC Rogers
E-mail: fwdcity@ci.friendswood.tx.us
Address: 910 South Friendswood Drive
City/Town: Friendswood
RF Contact: N/A
E-mail: N/A

Phone: 281-996-3250

Fax: N/A

State: TX **Postal Code:** 770546

Phone: N/A

Project Management Vendor

Project Management Vendor: Crown Castle - PMV

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies		Receive		MHZ/GHZ
				Transmit Start	Transmit Stop	Start	Stop	
1	MW Link	1.0		0.0	0.0	0.0	0.0	MHZ

Antenna Information

Pos.	Cust Mount Class / CAD	C Line Elev	Mount Level	Azimuth	Leg or Face	Mfg. / Model	Svc	Transmit Start	Transmit Stop	Receive Start	Receive Stop	Use Orient	Status
A	NONE [CO 301-1]	70	70.0 FT	320	Leg A	LAIRD TECHNOLOGIES LP800-2500-9-NF	1	0.0	0.0	0.0	0.0	TX/RX Mid-Mount	Installed
B	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	95	90.0 FT	80	Leg B	DECIBEL DB810M-XC	1	0.0	0.0	0.0	0.0	TX/RX Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	104	97.0 FT	120	Leg A	DECIBEL DB810M-XC	1	0.0	0.0	0.0	0.0	TX/RX Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	123	113.0 FT	320	Leg A	DECIBEL DB224	1	0.0	0.0	0.0	0.0	TX/RX Upright	Installed
B	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	123	113.0 FT	80	Leg B	DECIBEL DB224	1	0.0	0.0	0.0	0.0	TX/RX Upright	Installed
C	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	123	113.0 FT	200	Leg C	DECIBEL DB224	1	0.0	0.0	0.0	0.0	TX/RX Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	150	140.0 FT	80	Leg B	RFS/CELWAVE PD340-1	1	0.0	0.0	0.0	0.0	TX/RX Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT	153	144.0 FT	320	Leg A	SINCLAIR SRL-224NM-4	1	0.0	0.0	0.0	0.0	TX/RX Upright	Installed

[SO
701-1]

A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	153	149.0 FT	200	Leg C	DECIBEL DB411-A	1	0.0	0.0	0.0	0.0	TX/RX Upright Installed
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Feedline Information

Pos.	Customer	Mount	Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A		NONE		1	Primary: ANDREW N/A Secondary: N/A	LDF1-50A N/A	120.0	Face 3H	Feedline Ladder	Installed
B	SIDE ARM MOUNT			1	Primary: ANDREW N/A Secondary: N/A	LDF4-50A N/A	145.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT			1	Primary: ANDREW N/A Secondary: N/A	LDF4-50A N/A	154.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT			1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	173.0	Face 3H	Feedline Ladder	Installed
B	SIDE ARM MOUNT			2	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	173.0	Face 3H	Feedline Ladder	Installed
C	SIDE ARM MOUNT			1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	173.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT			1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	200.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT			1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	203.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT			1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	203.0	Face 3H	Feedline Ladder	Installed

Optional Component Information

Pos.	Customer	Mount	Class	Qty.	Mfg.	Model	Type	Elevation	Status
A		NONE		N/A	N/A	N/A	N/A	N/A	N/A
B	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A
B	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A
C	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT			N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power					Phase	Amps	
N/A	No					N/A	0	
Lease, Pad, and Building Requirements								
Building								
Building Id #:			N/A					
Building Type:			N/A					
	Length	Width	Height	SQ. Footage	Irregular SQ. Footage	Status		
Lease	N/A	N/A	N/A	N/A	N/A	N/A		
Pad	N/A	N/A	N/A	N/A	N/A	N/A		
Building	N/A	N/A	N/A	N/A	N/A	N/A		
Other Pad Requirements								
No cabinets, dishes or other pads exist for this application								
Number of Existing Cabinets:			0					
Number of Proposed Cabinets:			0					
Generator Requirements								
No generators exist for this application								
Battery Requirements					Is Battery Backup Required? No			
Type	Qty.		Mfg.		Model			
N/A	0		N/A		N/A			
N/A	0		N/A		N/A			

Scope of Work/Additional Information

Scope of Work:

New License for the City of Friendswood. Moving everything titled "Crown Castle" to "City of Friendswood". This includes all equipment at 70', 90', 97', 113', 140', 144', and 149'. Centerline 75' is an empty mount.

****Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
1	LAIRD TECHNOLOGIES	LP800-2500-9-NF	YAGI	2.75 IN	10.5 IN	15.5 IN	1.5 LBS	0.0 IN2
2	DECIBEL	DB810M-XC	OMNI	120.0 IN	2.115 IN	2.115 IN	30.0 LBS	203.04 IN2
3	DECIBEL	DB224	DIPOLE	255.0 IN	2.0 IN	10.0 IN	32.0 LBS	453.6 IN2
1	RFS/CELWAVE	PD340-1	DIPOLE	270.0 IN	2.2 IN	2.2 IN	40.0 LBS	475.2 IN2
1	SINCLAIR	SRL-224NM-4	DIPOLE	216.0 IN	1.9 IN	14.0 IN	35.0 LBS	374.4 IN2
1	DECIBEL	DB411-A	DIPOLE	113.04 IN	1.75 IN	25.0 IN	25.0 LBS	216.0 IN2

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
1	ANDREW	LDF1-50A	1/4	0.345 IN
2	ANDREW	LDF4-50A	1/2	0.625 IN
7	ANDREW	LDF5-50A	7/8	1.03 IN

ANTENNA SUMMARY									
AVENUE	QTY	INST	PROPSD	NOT INST	WJA/SLA/AGND	MANUFACTURER	MODEL		
70	1	1	0	0		LMR-2500-1-W			

TOWER SUMMARY									
TWR	QTY	INST	PROPSD	NOT INST	WJA/SLA/AGND	MANUFACTURER	MODEL	TYPE	
25	1	1	0	0		MOORE	ERT-52A	1/1	

ANTENNA									
QTY	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TWR TYPE
1	INSTALLED	LMR-2500-1-W		320		1	1/1	0	

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX

BUSINESS UNIT: 814351 TOWER TO A LEVEL: 70

LEVEL DRAWING

PLT DATE 12/5/2017 FILE NAME 814351_A_70_1.dwg (C03014)

CROWN CASTLE	
CROWN CASTLE ADDRESS	
USA	
SPACE REQUIRED FOR PROFESSIONAL SEAL	
GRAPH CHECKED BY: E2C10	
DRAWING DATE: 10/1/2017	
SITE NAME	
SITE NAME	
FRIENDSWOOD #1	
BUSINESS UNIT NUMBER	
#1401	
SITE ADDRESS	
111 E. VALLEYVIEW AVE.	
FRIENDSWOOD, TEXAS 77541	
GALVESTON COUNTY, TEXAS	
USA	
SHEET TITLE	
70 FT INSTALLED LEVEL	
SHEET NUMBER	
A1-70	

ANTENNA SUMMARY										ANTENNA										FEEDLINE										PVE									
ANTENNA	QTY	INST	PROSD	NOT INST	WJA/SLA/ASND	MANUFACTURER	MODEL	QTY	STATUS	WFG	MODEL	AZ	TECH	QTY	SIZE	QTY	WFE	ENR	WFG	MODEL																			
BS	1	1	0	0	0	BORE	BORE-1E																																
FEEDLINE SUMMARY										FEEDLINE										PVE																			
FEEDLINE	QTY	INST	PROSD	NOT INST	WJA/SLA/ASND	MANUFACTURER	MODEL	TYPE	QTY	STATUS	WFG	MODEL	AZ	TECH	QTY	SIZE	QTY	WFE	ENR	WFG	MODEL																		
BS	1	1	0	0	0	BORE	BORE-1E	1/2																															

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX

LEVEL DRAWING

DATE: 12/20/17 FILE NAME: 11431_A_001.dwg (507511)

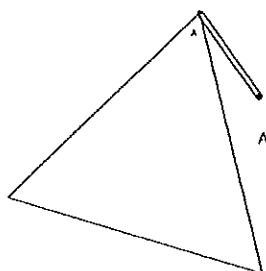
111 E VALLEY AVE
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
TX

SHEET TITLE
90 FT INSTALLED LEVEL

SHEET NUMBER
A1-90

		ANTENNA						FREQUENCY		TIME			
CREAT	CUSTOMER	Q	STATUS	WFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TIME TYPE	WFG	MODEL
AUP	FREEMOSON PL 070 OF	104	INSTALLED	GR800L	BIRDAW-1C	100		1	1/2	0			

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



BUSINESS UNIT: 814821 TOWER ID: A LEVEL: 92

LEVEL DRAWING

BO DATE 12/4/2012 FILE NAME 45650 A P 12/7 (607543)

CAMPUS 1000

**CC CROWN
CASTLE**

CROWN RESIN ADDRESS
USA

SPACE INTENDS FOR MOTELSON, E.A.

PROVISIONS	NO.	DATE	DESCRIPTION	BY
1	10/20/22		SPOTS FOR "HOLY MOUNTAIN"	
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CALL-BOOKED BY EZCLO
GRABAS DATE 7/10/07

WTE NUMBER
WTE NAME

SITE NAME

FRECHESWOOD #5

BUSINESS UNIT NUMBER

814321

SITE ADDRESS

111 E. VALONCHAVE
FRIENDSWOOD, TEXAS
CALVESTON COUNTY
TX
SHEET TITLE
97 FT INSTALLED LEVEL
SHEET NUMBER

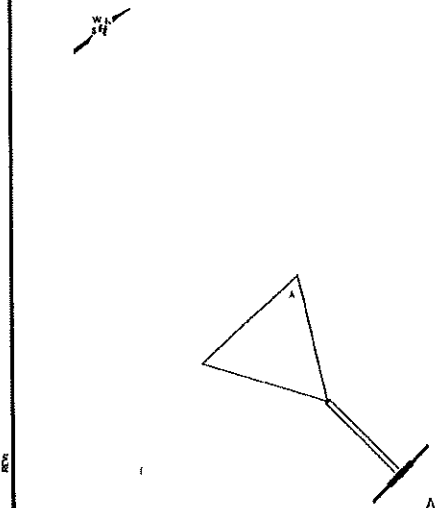
A1-97

[illegible]

ANTENNA SUMMARY									
ANTEN #	QTY	INST	PRPSD	NOT INST	W/LA/SLA/ABNO	MANUFACTURER	MODEL		
133	1	0	0	0		WOLFE	PSD-1		
TOWER SUMMARY									
TWR #	QTY	INST	PRPSD	NOT INST	W/LA/SLA/ABNO	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY									
FTL #	QTY	INST	PRPSD	NOT INST	W/LA/SLA/ABNO	MANUFACTURER	MODEL	SIZE	
140	1	0	0	0		MOORE	DS-39		

ANTENNA									
ORIENT	CUSTOMER	Q	STATUS	MFG	MODEL	AZ	TECH	2TH	SIZE
A	FRIENDSWOOD TX, CITY OF	101	INSTALLED	WOLFE	PSD-1	0		1	7/8

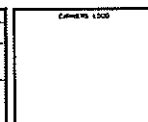
OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



BUSINESS LAIR: 814501 TOWER: O.A. LEVEL: 140

LEVEL DRAWING

PLOT DATE: 11/20/17 FILE NAME: 814501_A_140.dwg (507611)



CROWN CASTLE
CROWN CASTLE ADDRESS
USA

SPICE RESERVED FOR PROFESSIONAL SEAL

REVISIONS	DATE	BY	DESCRIPTION
1	11/20/17	WOLFE	INITIAL DESIGN
2	11/20/17	WOLFE	REVISED DESIGN
3	11/20/17	WOLFE	FINAL DESIGN

DRAWN/CHECKED BY: E2643
CROWN CASTLE DATE: 11/20/17

SITE MANAGER
SITE NAME
SITE TYPE
FRIENDSWOOD TX
BUSINESS LAIR/HANGER
814501
SITE ADDRESS

111 E. WILLOW AVE.
FRIENDSWOOD, TX 77546
DALLAS COUNTY, TX
US

SHEET TITLE
140 FT INSTALLED LEVE
SHEET NUMBER

A1-140

[illegible]



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT C to Tower Site License Agreement

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

See Attached

TT: E 1532037

Prepared by: M. Patton

Prepared on: 1/19/2018

Revised on:

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3

LRF Rev #: 3



Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT D to Tower Site License Agreement

PRIME LEASE OR DEED

See Attached

TT: E 1532037
Prepared by: M. Patton
Prepared on: 1/19/2018
Revised on:
CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

App Rev #: 3
LRF Rev #: 3

016-82-1853

Prepared by and upon recording mail to:
Phil van Aelstyn, Esq.

Cross Reference: see Exhibit B
attached

After recording, please return to:
First American Title Insurance Company
7370 College Parkway, Suite 104
Ft. Myers, FL 33907
Attn: Melody Martin

PAID

STATE OF TEXAS)
COUNTY OF GALVESTON)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective as of the date this Assignment is fully executed by both parties, by and between **GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP**, a Delaware limited partnership d/b/a Verizon Wireless, with its principal offices located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 (the "Assignor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

016-82-1854

WHEREAS, if recorded, the Site Lease is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has at the Initial Closing on this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned

016-82-1855

to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

[remainder of page intentionally left blank; signature pages
for both Assignor and Assignee follow]

016-82-1856

Signature Page for Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

**GTE MOBILNET OF SOUTH TEXAS
LIMITED PARTNERSHIP**, a Delaware limited
partnership d/b/a Verizon Wireless

By: GTE Wireless of Houston LLC, a Delaware
limited liability company, its general partner

By: Alice C. Brennan
Name: ALICE C. BRENNAN
Title: ASST. SECRETARY

[Seal]

ACKNOWLEDGMENT

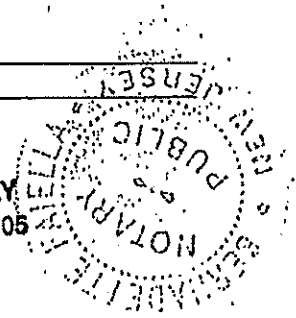
THE STATE OF New Jersey
COUNTY OF Somerset

Before me, the undersigned authority, on this day personally appeared ALICE C. BRENNAN, of GTE Wireless of Houston LLC, the general partner of GTE Mobilnet of South Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF July, 2001.

Bernadette Faiella
Notary Public,
State of _____
Notary's Printed Name: _____
My Commission Expires: _____

BERNADETTE FAIELLA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 20, 2005



- 4 -

016-82-1857

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By:

Name:

ROBERT D. WARD

Title:

Vice President

ACKNOWLEDGMENT

THE STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, the undersigned authority, on this day personally appeared ROBERT D. WARD, of Crown Castle GT Company LLC, 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 expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23 DAY OF August, 2000.

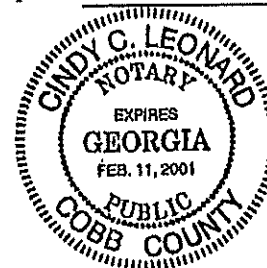
Cindy C. Leonard
Notary Public,

State of Georgia

Notary's Printed Name:

Cindy C. Leonard

My Commission Expires:



- 5 -

016-82-1859

EXHIBIT A-1

Site Lease Description

Lease Instrument dated 12/17/1991 by City of Friendswood, as Lessor and GTE Mobilnet of South Texas Limited Partnership (as Lessee, as the same may have been heretofore amended or assigned).

ATL01/10804170

Texas Assignment and Assumption (Partnership/LLC)
FRIENDSWOOD # 5, TX0196

016-82-1860

EXHIBIT B

Recording Information of Site Lease

Document(s) of record in Galveston County, Texas Records as follows:

<u>Dated</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
4/11/2002			2002 020205

016-82-1861

EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

12/5/1994

as the same may have been heretofore amended

016-82-1862

EXHIBIT D**Assignor's Equipment**

That certain equipment described and located as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>Distance</u>	<u>TIP Height</u>
Kathrein	BP9-848	68.00	Ft	142.00
Kathrein	BP9-848	68.00	Ft	142.00
Kathrein	BP9-848	68.00	Ft	142.00

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
---------------------	--------------	-------------------------	----------------------------

N/A

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

2002 APR 19 10:50 AM 2002022204
YOUNG P \$27.00
Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS

Friendswood
TX 0196

LICENSE AGREEMENT

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

This License Agreement is made and entered into this 17th day of December, 1991, by and between the City of Friendswood, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 109 East Willowick Avenue, Friendswood, Texas 77546, hereinafter referred to as "Licensor," and GTE Mobilnet of South Texas Limited Partnership, having its principal offices located at 100 Glenborough Drive, Suite 800, Houston, Texas 77067, hereinafter referred to as "Licensee."

W I T N E S S E T H:

1. Premises: Licensor hereby grants to Licensee the right, privilege, and license to use the following described lands located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described, as follows:

SEE EXHIBIT "A"

2. Use: The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises for the purpose of installing, constructing, and operating a transmission tower, radio and microwave communications equipment. Such equipment shall include, but is not limited to, an equipment building and emergency gasoline, butane, diesel, or other fuel powered generator, and to be situated on the Premises at a location suitable for Licensee's needs. Said building will house additional equipment necessary for Licensee's communication operations and the emergency generator will be used at Licensee's option, but in most cases only in the event of a power failure. For the purposes of this Agreement, the transmission tower and all of Licensee's equipment, building, generator, cables, wires, antennas, and microwave dishes and accessories shall hereinafter collectively be referred to as "Communications Equipment," or "Communications Center."

3. Term: The primary term of this License shall be for a period of ten (10) years, commencing on January 1, 1992 and terminating on January 1, 2002, subject to extensions as set forth in Paragraph 7 below.

4. Consideration:

A. In consideration for the License granted hereby, Licensee shall pay Licensor, at the address designated in

Friendswood - Signed to me on 1-25-95 EV

Paragraph 9 below,

annually in advance. License Fees shall be due and payable on or before the first day of the month following the execution of this Agreement, subject, however, to Paragraph 18(F) below, and on or before each subsequent anniversary date hereof throughout the term of this License. In the event this License Agreement is extended beyond the primary term, as hereinafter provided, the yearly License Fee shall be adjusted in accordance with Paragraph 7 below.

B. Licensee agrees to assist Licensor in the upgrading and expansion of Licensor's existing communications equipment and facilities. This assistance will be accomplished by Licensee as follows: Licensee agrees to build a new communications building for Licensor and allow Licensor to place its radio equipment and antennas on Licensee's communications tower, to allow Galveston County to place its microwave telephone equipment on Licensee's communications tower, and to allow the Galveston County Sheriff's Department to place its communications antenna on Licensee's communications tower. In addition, Licensee agrees to install all of such antennas, wiring, cabling, etc., as necessary and pre-approved by Licensor and Licensee at the expense of Licensee. In exchange, all expenses for the building, antennas, wiring, cabling, etc., as described above and pre-approved by both Licensor and Licensee shall be considered as a credit and applied to future License Fees for the Premises. Example: If the total costs for Licensor's improvements are same would represent pre-paid License Fees for the first ten years, if annual License Fees were per year.

C. The attached Exhibit "C" is a list of the equipment to be installed on Licensee's communications tower by Licensor, Galveston County, and the Galveston County Sheriff's Department. The list contains the type, frequency, and location of the equipment on the tower and cannot be changed without prior approval of Licensee.

D. Licensee agrees to disassemble Licensor's existing communications tower located adjacent to the City Hall, 109 East Willowick, Friendswood, Texas, and to place the components thereof at a location or such premises as may be selected by Licensor.

5. Access: Licensee is hereby given and granted the right of ingress and egress over and across the Premises and such other lands owned by Licensor as may be reasonably required for the purpose of erection, installation, maintenance, and removal of such Communications Equipment and other necessary appurtenances and for access for telephone lines and power lines in connection with its cellular, radio, and microwave Communications Center. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter. Licensee, subject to approval by Licensor, which approval shall not be unreasonably withheld, may improve any

lands of Licensors which are required for access to the Premises either by grading, graveling, or paving. Licensors agree to grant to Licensee or to such Utility Companies as Licensee shall designate, an easement or easements for such utilities as Licensee deems necessary to serve the Premises (whether singular or plural, the "Utility Easement"). Licensors shall advise Licensee of any Utility Company requesting an easement over and across the Premises. Such Utility Easement shall be for the installation and maintenance (whether by Licensee or by its designated Utility Company) of equipment and facilities as are required to provide utility service to Licensee's Communications Center, and same shall be located from the point of connection with the Utility Company's distribution network to Licensee's building located on the Premises. The Utility Easement shall be sufficiently wide for the providing of the applicable utilities to the Premises, but in no event wider than thirty feet (30').

6. Utilities at Licensee's Cost: Licensee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee shall have an electrical current meter installed on the Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Licensee.

7. Extensions: Licensee shall have the option to extend this License by a series of four (4) additional terms of ten (10) years each so long as it has abided by the terms and conditions of the License and is not in default hereunder. Licensee shall give written notice to Licensors of its intention to extend during the last six (6) months of the primary term or any extension thereof, as the case may be, but in no event shall such notice be less than thirty (30) days prior to the expiration of any such term. In the event Licensee exercises its option to extend this License, the License Fee shall be adjusted at the end of each ten (10) year period and each adjustment shall be based on the U. S. Department of Commerce "National Consumer Price Index" for all Urban Consumers ("CPI-U") Houston, Galveston, Brazoria, Texas average indicator and shall be determined by dividing the CPI-U indicator from the most recent published indicator prior to the adjustment date, by the CPI-U indicator published ten (10) years prior to the adjustment date, and multiply the resultant number by the yearly License Fee of the most recent past license term. Provided, however, the new yearly License Fee increase shall in no case be less than or more than . . . of the immediately preceding annual License Fee.

8. Holding Over: If Licensee should remain in possession of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensors and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis,

subject to all the covenants and obligations of this License Agreement and at a monthly License Fee equal to of the License fee in effect at the time of expiration of the prior term.

9. Notice: Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensors: City of Friendswood
109 E. Willowick
Friendswood, TX 77546

If to Licensee: GTE Mobilnet of South Texas Limited
Partnership
100 Glenborough Drive, Suite #800
Houston, TX 77067

Attn: Ms. Joyce Mack

With copy to: GTE Mobilnet Service Corp.
245 Perimeter Center Parkway
Atlanta, GA 30346

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

10. Liability and Indemnity: Licensee agrees, to the extent permitted by law, to indemnify and save Licensors harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission, including any negligence, gross negligence, or intentional act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensors, its agents and employees, from all claims for any damage or injury caused by or as a result of any act or omission of Licensee, its agents, employees, or contractors, including any negligence, gross negligence, or intentional act of whatsoever nature.

Licensors agrees, to the extent permitted by law, to indemnify and save Licensee harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission, including any negligence, gross negligence, or intentional act of

whatsoever nature, of Licensor or Licensor's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement.

11. Termination: Licensee shall have the right to terminate this License at any time upon any of the following events:

A. Upon providing Licensor six (6) months written notice;

B. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained, or is revoked, or if Licensee determines the cost of obtaining or retaining such approval is prohibitive; or

C. If Licensee determines that the property is not appropriate for locating its Communications Equipment for technological reasons including, but not limited to, signal interference.

Licensee shall give Licensor thirty (30) days written notice of termination of this License under the terms of this Paragraph 11, Sections B and C. Upon notice of termination by Licensee, Licensor has the option of purchasing the tower and Licensee's building (if building is built as a permanent "block" structure and cannot be moved) for the price of

or to have the tower and building removed and the land restored to as near its original condition as possible, save and except normal wear and tear and acts beyond Licensee's control.

12. Defaults and Remedies: Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:

A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensor; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensor may, at its option, terminate this License without affecting its right to sue for all past due

License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

13. Taxes: Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If such tax is paid by Licensor, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

14. Insurance: Licensee shall, at its expense, maintain in force during the term of this License, a combined single limit policy of bodily injury and property damage insurance, with a limits of not less than One Million Dollars (\$1,000,000), insuring Licensor and Licensee against all liability arising out of the use, occupancy, or maintenance of the Premises and appurtenant areas, which policy shall be endorsed as a primary insurance to Licensor.

15. Tests: Licensee is hereby granted the right to survey and to conduct soil tests, radio coverage tests, or any other investigation needed to determine if the surface and location of the Premises is suitable for construction of a cellular, radio and microwave Communications Center prior to commencement of this License. Notwithstanding the foregoing, in the event Licensee does enter the Premises for the conduct of such inspections or investigations as herein provided, the indemnity provisions of Paragraph 10 hereof shall apply and Licensee expressly acknowledges same as partial consideration for its right of entry onto the Premises for such purposes.

16. Fixtures: Licensor covenants and agrees that with the exception of the building, antennas, wiring, cabling, etc. as described in Paragraph 2 hereof, no part of the improvements constructed, erected, or placed by Licensee on the Premises or other real property owned by Licensor shall be or become, or be considered as being, affixed to or a part of Licensor's real property and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Licensor to covenant and agree that all improvements of very kind and nature constructed, erected, or placed by Licensee on the Premises or other real property owned by Licensor shall be and remain the property of Licensee.

17. Assignment: The License granted hereby shall be personal in nature and shall not be assigned by Licensee, in whole or in part, without the prior written consent of Licensor.

Licensee may, however, assign its rights hereunder or any part hereof without the consent of Licensors if the Assignment is made to an affiliate of GTE Mobilnet Incorporated.

18. Other Conditions:

A. Licensors acknowledges that following the execution of this License Agreement, Licensee will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes, and/or permits and approvals necessary for the construction, operation, and maintenance of a cellular mobile telephone facility ("Communications Center") and related antennas, cables, conduits, wires, and electronic and other equipment on the Premises ("Local Permits"). Licensors agrees to fully cooperate with Licensee in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the Local Permits.

B. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensors of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

C. Licensors covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensors, or by any person claiming under Licensors or any other licensee of Licensors.

D. Licensors covenants and agrees that, at all times during the continuance of this License, Licensee shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this License or the Licensors's interest of Licensee created hereby, together with all of Licensee's right, title, and interest in and improvements hereinafter constructed, erected, or placed on the Premises by Licensee, provided always that no such mortgage, conveyance, or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of Licensors as provided herein, or affect the rights of Licensors to its property located upon the Premises.

E. During the term of this License, and in exercising the rights, powers, privileges, and immunities provided hereunder, Licensee shall be entitled to fence in such portions

of the Premises as is reasonably needed for its improvement and for the proper and efficient operation of said Communications Equipment. In most cases, Licensee will only fence reasonable areas around Licensee's building, transmission tower, and each individual guy post (if a guyed tower is utilized). Licensor shall not prohibit Licensee's access to the Premises or be entitled to use such portion so fenced, for any purposes. However, Licensor shall have the privilege of using that portion of the surface of the Premises not enclosed so long as Licensor does not interfere with Licensee's operations. Licensor further agrees, to the extent permitted by law, to indemnify and save Licensee harmless from all claims arising or alleged to arise from any act or omission of Licensor or Licensor's agents, employee, or contractors, or other licensees of Licensor within such portion of the Premises not fenced in.

F. The terms of this License remain contingent upon clearance of all liens, encumbrances, and exceptions to property title existing as of the date of license execution which could affect Licensee's abilities to use the Premises as contemplated hereby. Licensor shall be advised in writing by Licensee at the conclusion of its title investigation of any liens, encumbrances, and exceptions which are not acceptable to Licensee and which Licensee feels cannot be disposed of to Licensee's satisfaction. License Fees shall not commence on the property until title exceptions are investigated and determined acceptable to Licensee. All title investigation conducted by Licensee shall be conducted within fifteen (15) days following the effective date hereof, and failure to serve notice to Licensor of defects in such title within such fifteen (15) day period shall constitute approval thereof by Licensee.

G. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.

19. Severability and Substitution of Valid Provisions: In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

20. Memorandum of License: Following the execution of this License, either party, at its sole expense, shall be entitled to file the Memorandum of License (attached as Exhibit "B") of record in the County where the Premises is located.

21. Entire Agreement and Binding Effect: This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensors and Licensees; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensors and Licensees have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By: 

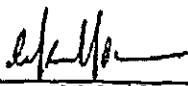
Paul W. Schrader, Mayor

ATTEST:


Deloris Archer, CMC
City Secretary

LICENSEE:

GTE MOBILNET OF SOUTH TEXAS LIMITED
PARTNERSHIP; GTE MOBILNET OF
HOUSTON INCORPORATED, GENERAL
PARTNER

By: 

Eileen O'Neill Odum, Vice
President - General Manager,
GTE Mobilnet of Houston
Incorporated

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Paul W. Schrader, Mayor 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, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

December 17th, 1991. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of

(SEAL)

Deloris Archer
Notary Public In and For The
State of Texas

Deloris Archer
(Printed or Typed Name)

My Commission Expires: 7-18-92

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Eileen O'Neill Odum, Vice President - General Manager GTE Mobilnet of Houston Incorporated, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

December 20th, 1991. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of

(SEAL)

Georgianna Mack
Notary Public In and For The
State of Texas

Georgianna Mack
(Printed or Typed Name)

My Commission Expires: 6-1-92

FRIENDSWOOD
814801

STATE OF TEXAS §

COUNTY OF GALVESTON §

A METES AND BOUNDS description of a 0.1063¹/₄ acre (4,632 square feet) tract of land situated in the Sarah McKissick Survey, Abstract No. 151, Galveston County, Texas: being out of Lot 9 in Block 2 of the Subdivision of Friendswood, plat of which is recorded in Volume 254-A, Page 18 of the Galveston County Map Records; being out of Lots 19 and 20 of Hoover Subdivision, an unrecorded subdivision, plat of which is available from the Friendswood Independent School District tax office; and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of the southwesterly right-of-way line of Morningside Drive (60 feet wide) and the southeasterly right-of-way line of Willowick Drive (60 feet wide) marking the northernmost corner of Lot 17 of said unrecorded Hoover Subdivision;

THENCE, South 45° 08' 27" West, 280.06 feet along said southeasterly right-of-way line of Willowick Drive to 2" iron pipe found at the northernmost corner of Lot 21 of said Hoover Subdivision;

THENCE, South 45° 00' 00" East, 140.71 feet along the northerly line of said Lot 21 to a 5/8" iron rod (with cap stamped "Cotton Surveying") set at the POINT OF BEGINNING of the herein described tract;

THENCE, North 45° 00' 43" East, 90.66 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59' 17" East, 19.90 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, North 45° 00' 43" East, 22.00 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59' 17" East, 25.10 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner in the northwesterly line of Lot 14 of said Hoover Subdivision;

THENCE, South 45° 00' 43" West, 112.65 feet along the northwesterly line of Lots 13 and 14 of said Hoover Subdivision to a 1/2-inch iron rod found at the southerly corner of Lot 20;

THENCE, North 45° 00' 00" West, 45.00 feet along the northeasterly line of aforesaid Lot 21 to the POINT OF BEGINNING, CONTAINING 0.1063 acre of land in Galveston County, Texas, as shown on Drawing No. 2490 in the offices of Cotton Surveying Company in Houston, Texas.

EXHIBIT "A"

Attached to and made a part of that certain LICENSE AGREEMENT dated December 17, 1991, by and between the City of Friendswood, Texas ("Licensor"), and GTE Mobilnet of South Texas Limited Partnership ("Licensee").

(A drawing, sketch and/or legal description will be placed on this page until a survey can be completed and inserted as the "Premises".)

EXHIBIT "B"

MEMORANDUM OF LICENSE AGREEMENT

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

THIS MEMORANDUM OF LICENSE AGREEMENT is made and entered into this 17th day of December, 1991, by and between the City of Friendswood, Texas ("Licensor"), whose address is 109 E. Willowick Avenue, Friendswood, Texas 77546, and GTE Mobilnet of South Texas Limited Partnership ("Licensee"), whose address is 100 Glenborough Drive, Suite 800, Houston, Texas 77067.

W I T N E S S E T H:

WHEREAS, Licensor has granted unto Licensee the right, privilege, and license to use and occupy, subject to the terms, covenants, conditions, limitations, and restrictions contained in that certain License Agreement dated December 17, 1991 ("Agreement"), between the parties hereto, that certain real property situated in the County of Galveston, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof ("Premises").

The term of the Agreement is for ten (10) years, commencing on January 1, 1992, subject to Licensee's option to extend the term for four (4) additional periods of ten (10) years each upon the terms and conditions set forth in the Agreement.

The License Fees and other obligations of Licensor and Licensee are set forth in the Agreement, to which reference is made for further particulars. In the event of any conflict between the terms and provisions of the Agreement and those contained in this Memorandum, those contained in the Agreement shall govern and be controlling.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:


Paul W. Schrader, Mayor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Eileen O'Neill Odum, Vice President - General Manager GTE Mobilnet of Houston Incorporated, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, 1991.

(SEAL)

Georgianna Mack
Notary Public In and For The
State of Texas

Georgianna Mack
(Printed or Typed Name)

My Commission Expires: 6-1-92

EXHIBIT "C"

EQUIPMENT LIST

This page shall contain a list of all equipment to be placed on Licensee's Communications Tower. The list shall contain the type, frequency, and location of each piece of equipment.

Certificate Of Completion

Envelope Id: 2B8C69D67E9F4192845FDB27459A126F

Status: Sent

Subject: BU-814801_PLIC-596738_App-397783_South Area_FRIENDSWOOD # 5_Friendswood TX, City of

BusinessUnit: 814801

District: HOU

Area: STA

License: 596738

ApplicationId: 397783

Source Envelope:

Document Pages: 64

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Katrina Miles at Crown Castle

2000 Corporate Drive

Canonsburg, PA 15317

Katrina.Miles@crowncastle.com

IP Address: 64.213.130.241

Record Tracking

Status: Original

5/21/2018 | 8:09:21 AM

Holder: Brittany Jones at Crown Castle

brittany.jones@crowncastle.com

Location: DocuSign

Status: Original

6/29/2018 | 10:42:04 AM

Holder: Katrina Miles at Crown Castle

Katrina.Miles@crowncastle.com

Location: DocuSign

Signer Events

Christopher Collins

Christopher.Collins@crowncastle.com

Security Level:

.Email

ID: 10c7f20b-e18e-4834-a273-970252aaf44e

5/23/2018 | 10:00:52 AM

Electronic Record and Signature Disclosure:

Accepted: 5/23/2018 | 10:01:00 AM

ID: ef56bbc5-3e11-4bae-b732-b7a4139aa736

Signature

Completed

Using IP Address: 50.197.38.250

Timestamp

Sent: 5/23/2018 | 8:05:22 AM

Viewed: 5/23/2018 | 10:01:00 AM

Signed: 5/23/2018 | 10:01:06 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Execution Specialist

executionspecialist.embedded@crowncastle.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

System Sync

system.sync@crowncastle.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events

Not Offered via DocuSign

Signature**Timestamp**

Crown Manager, Contract Development

Signing Group: Crown Manager, Contract Development

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

KC Rogers

fwdcity@cl.friendswood.tx.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/30/2018 | 1:58:46 PM
ID: def97b97-97bc-4334-9b8f-5f6bf10c1563

Sent: 5/23/2018 | 10:19:30 AM

Viewed: 5/30/2018 | 1:58:46 PM

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Tim Mlatnik

Tim.Mlatnik@crowncastle.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**COPIED**

Sent: 5/23/2018 | 10:19:30 AM

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/23/2018 | 10:19:30 AM

Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle

2000 Corporate Drive

Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

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: November 1, 2021

Date submitted: 10/04/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the City Manager's signature on a lease agreement with Ms. Tanya Langner for City property at 706 N. Clear Creek Drive.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November of 2019, the citizens of Friendswood voted in favor of pursuing a number of bond projects for constructing, acquiring and installing stormwater drainage and flood control improvements along Clear Creek. Staff and Council have worked on the acquisition of a 1.36-acre tract located at 706 N. Clear Creek Drive, which is adjacent to Clear Creek. The property contains a 2,352 square foot house that in the future will be demolished to allow for a future flood control project. As of the closing date on the property, a leaseback agreement has been reached with the previous property owner. The previous owner is in the process of purchasing a new home and will be vacating the premises upon closing on her new property.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Recommend the ratification of the City Manager's signature on the lease agreement with Ms. Tanya Langner for City property at 706 N. Clear Creek Drive.

ATTACHMENTS

1. 706 N Clear Creek Dr - Seller's Temporary Residential Lease



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
(NOTICE: For use only when SELLER occupies the property for no more than 90 days AFTER the closing)

12-05-11

SELLER'S TEMPORARY RESIDENTIAL LEASE

1. **PARTIES:** The parties to this Lease are City of Friendwood
(Landlord) and Tanya Langner (Tenant).
2. **LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Buyer and Tenant as Seller known as 706 N Clear Creek DR
Friendswood TX 77546 (address).
3. **TERM:** The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates 45 Days after closing, unless terminated earlier by reason of other provisions.
4. **RENTAL:** Tenant shall pay to Landlord as rental \$ 50.00 per day (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
5. **DEPOSIT:** Tenant shall pay to Landlord at the time of funding of the sale \$ N/A as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
6. **UTILITIES:** Tenant shall pay all utility charges except _____ which Landlord shall pay.
7. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8. **PETS:** Tenant may not keep pets on the Property except _____.
9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract, except normal wear and tear and any casualty loss.
10. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.
11. **SPECIAL PROVISIONS:**

Landlord or Landlord's agent or manager, are not responsible for insuring Tenant's or Tenant's permitted visitors' personal property and vehicles against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. Landlord has advised Tenant to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. The parties agree that, upon notification by Landlord, Tenant shall take all actions necessary to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

Tenant may have pets on the property.
12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of Lease.
13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord Mk and Tenant _____

This form is authorized for use by Tanya N Langner, a subscriber of the Houston Realtors Information Service, Inc. MLS

TREC NO. 15-5

Seller's Temporary Residential Lease 706 N Clear Creek DR
(Address of Property)

Page 2 of 2 12-05-11

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$_____ per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 24. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: City of Friendwood
15355 Blackhawk Blvd.
Friendswood, TX 77546

Telephone: (281) 993-3411
Facsimile: _____
E-mail: engineering@friendswood.com


Landlord City of Friendwood
MORAD KABIRI, CITY MANAGER
Landlord

To Tenant: Tanya Langner

Telephone: _____
Facsimile: _____
E-mail: _____


Tanya Langner
Tenant Tanya Langner

Tenant

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 15-5. This form replaces TREC NO. 15-4.

TREC NO. 15-5

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: November 1, 2021

Date submitted: 10/04/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the Mayor's signature on a Letter of Intent for participation in the Harris County Flood Control District's FM 1959 Detention Basin Project.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Letter of Intent to Harris County Flood Control District is to demonstrate the City of Friendswood's participation and financial commitment to the regional FM 1959 Detention Basin up to the amount of \$3,750,000. Any necessary agreements between entities will be executed upon Harris County Flood Control District's acceptance of the project application. The project will include engineering design and construction of an approximately 1,000 ac-ft detention basin located on the land tracts owned by Harris County located at the northern border of Friendswood and bounded on the north by Dixie Farm Road and the southwest by Clear Creek. The project will provide notable flood control benefits for the Friendswood, Pearland, Brazoria Drainage District 4, Galveston County Consolidated Drainage District, Harris County Flood Control District, Galveston County, Brazoria County, and Harris County.

The project, per estimates provided by the HCFCD, is expected to be at least \$30 million. The \$3.75 million represents Friendswood's 12.5% share of the total cost of the project. Letters of Intent have also been provided by Galveston County (\$7.5 million pledged) and the Galveston County Consolidated Drainage District (up to \$3.5 million). The City is requesting that HCFCD cover the remaining \$15 million through its 2018 Bond Program.

This project provides flood mitigation needed for adverse downstream impacts resulting from future terracing projects.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The initiative is of regional significance and will provide flood risk reduction for residential and critical infrastructure along Clear Creek in Friendswood. In addition, it will provide opportunities for recreational development.

RECOMMENDATIONS

Staff recommends the ratification of the Mayor's signature on the Letter of Intent in participation of Harris County Flood Control District's FM 1959 Detention Basin Project.

ATTACHMENTS

1. Letter of Intent - 1959 Detention Basin



City of Friendswood
910 S Friendswood Drive
Friendswood, TX 77546

September 29, 2021

Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092

Subject: Letter of Intent (LOI) FM 1959 Detention Basin

Dear Harris County Flood Control District (HCFCD):

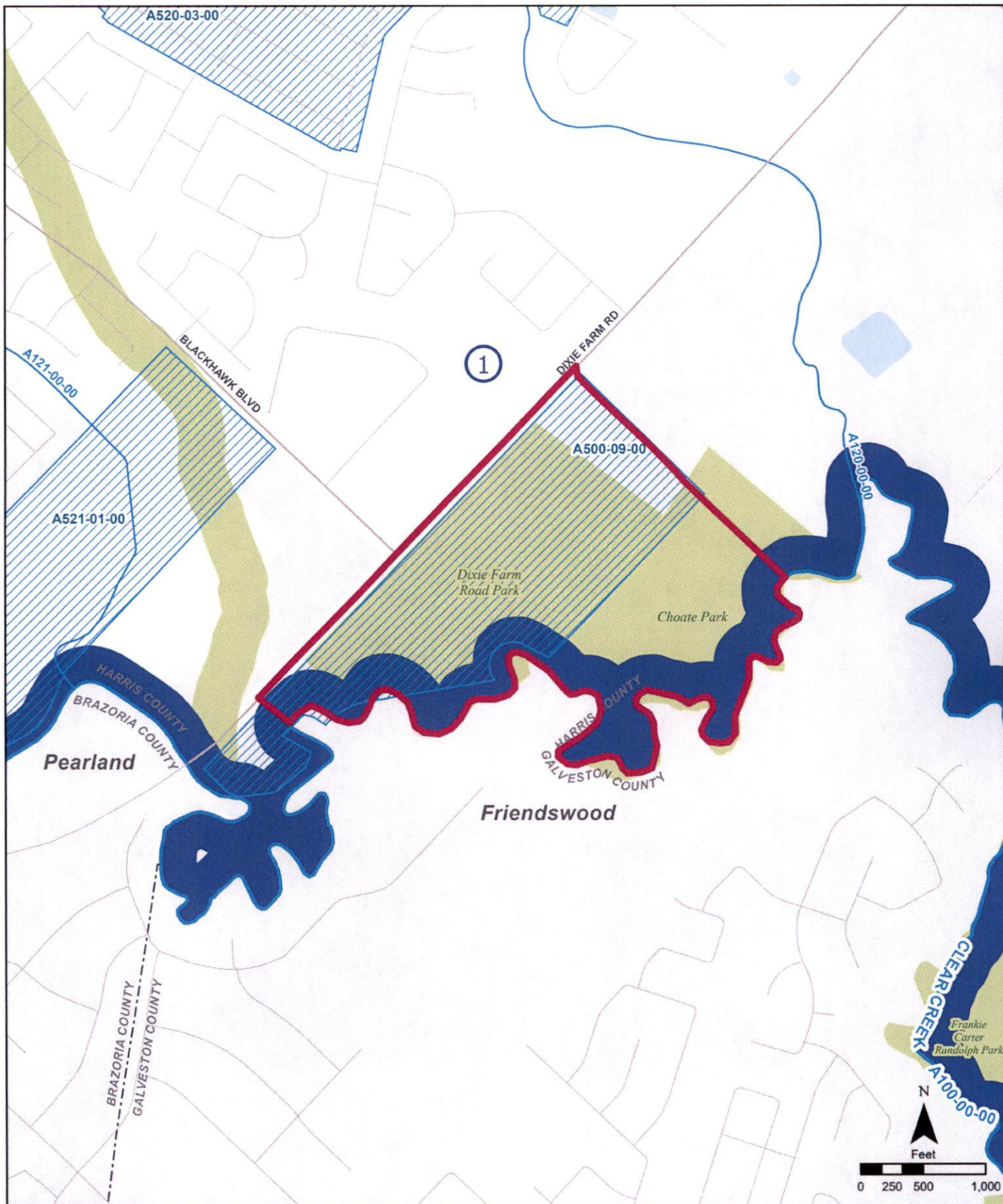
This letter is to demonstrate the City of Friendswood's participatory and financial commitment to the regional FM 1959 detention basin up to the amount of \$3,750,000. Any necessary agreements between entities will be executed upon Harris County Flood Control District's acceptance of this project application.

This project will include engineering design and construction of an approximately 1000 ac-ft detention basin located on the land tracts owned by Harris County located at the northern border of Friendswood and bounded on the north by FM-1959 and the southwest by Clear Creek. Exhibit I provides a map of the project location provided by Harris County Flood Control District. The engineering design will incorporate any presently available work completed by affected stakeholders and will confirm the available capacity and alignment of the detention basin. The project will provide notable flood control benefits for the Friendswood, Pearland, Brazoria Drainage District 4, Galveston County Consolidated Drainage District, Harris County Flood Control District, Galveston County, Brazoria County, and Harris County.

This initiative is of regional significance and will provide superior flood risk reduction for residential and critical infrastructure along Clear Creek in the northern region of Friendswood and southern vicinity of Pearland. In addition, it will serve to provide opportunities for recreational development, habitat creation, and water quality enhancement.

Sincerely,

Mayor Mike Foreman
City of Friendswood

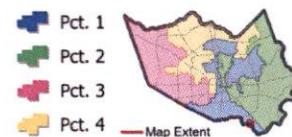


Project ID: A500-09-00-E001

Watershed: Clear Creek

Precinct: 1

EXHIBIT I: Project Map



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 10/13/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds for a donation to the Friendswood Historical Society downtown mural project.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At the October 12, 2021 Friendswood Downtown Economic Development (FDEDC) meeting, the Board voted in favor (5-1, with one member absent) to provide a monetary donation in the amount of \$1,000 to the Friendswood Historical Society for their downtown mural installation. This item is for the City Council to consider authorizing the FDEDC to expend the funds as described.

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: November 1, 2021

Date submitted: 09/29/2021

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 Sept 21



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



October 6, 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 September, 2021 is true and correct.

Under my hand and seal this 6th day of October, 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

10/01/2021 16:30:38 3846971
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 09/01/2021 THRU 09/30/2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
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	13,438.32	.00	2,345.74	.00	15,784.06	2,396.60	.00	.00	18,180.66
	I & S	.095161	3,260.96	.00	569.23	.00	3,830.19	.00	.00	.00	3,830.19
	TOTAL	.487314	16,699.28	.00	2,914.97	.00	19,614.25	2,396.60	.00	.00	22,010.85
2019	M & O	.432160	1,611.11	.00	537.20	.00	2,148.31	373.49	.00	.00	2,521.80
	I & S	.089279	332.85	.00	110.96	.00	443.81	.00	.00	.00	443.81
	TOTAL	.521439	1,943.96	.00	648.16	.00	2,592.12	373.49	.00	.00	2,965.61
2018	M & O	.437173	733.63	.00	4.61	.00	729.02	3.68	.00	.00	725.34
	I & S	.095218	159.79	.00	1.01	.00	158.78	.00	.00	.00	158.78
	TOTAL	.532391	893.42	.00	5.62	.00	887.80	3.68	.00	.00	884.12
2017	M & O	.432349	135.21	.00	75.73	.00	210.94	51.46	.00	.00	262.40
	I & S	.095000	29.70	.00	16.63	.00	46.33	.00	.00	.00	46.33
	TOTAL	.527349	164.91	.00	92.36	.00	257.27	51.46	.00	.00	308.73
2016	M & O	.462000	99.97	.00	67.98	.00	167.95	39.70	.00	.00	207.65
	I & S	.084000	18.18	.00	12.36	.00	30.54	.00	.00	.00	30.54
	TOTAL	.546000	118.15	.00	80.34	.00	198.49	39.70	.00	.00	238.19
ALL	M & O		14,550.98	.00	3,031.26	.00	17,582.24	2,864.93	.00	.00	20,447.17
ALL	I & S		3,481.90	.00	710.19	.00	4,192.09	.00	.00	.00	4,192.09
ALL	TOTAL		18,032.88	.00	3,741.45	.00	21,774.33	2,864.93	.00	.00	24,639.26
DLQ	M & O		14,550.98	.00	3,031.26	.00	17,582.24	2,864.93	.00	.00	20,447.17
DLQ	I & S		3,481.90	.00	710.19	.00	4,192.09	.00	.00	.00	4,192.09
DLQ	TOTAL		18,032.88	.00	3,741.45	.00	21,774.33	2,864.93	.00	.00	24,639.26
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

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018	RF210901	1012770000031	201811	133.09-	0.00	0.00	0.00 CERT	133.09	0.00 RF
2018	RF210901	1012770000031	201811	0.00	0.00	0.00	0.00 CERT	133.09-	133.09-RF
2018	RF210901	1022310000016	202001	0.00	0.00	0.00	0.00 HK15	255.79-	255.79-RF
2018	RF210901	1022310000016	202001	255.79-	0.00	0.00	0.00 HK15	255.79-	0.00 RF
2018	RF210901	1035000000027	201812	0.00	0.00	0.00	0.00 CERT	149.43-	149.43-RF
2018	RF210901	1035000000027	201812	149.43-	0.00	0.00	0.00 CERT	149.43	0.00 RF
2018	RF210908	1224680040017	201901	367.89-	0.00	0.00	0.00 HK35	367.89	0.00 RF
2018	RF210908	1224680040017	201901	0.00	0.00	0.00	0.00 HK35	367.89-	367.89-RF
2018 TOTAL				906.20-	0.00	0.00	0.00	0.00	906.20-
2019	RF210901	1254280030022	202106	0.00	0.00	0.00	0.00 HS07	611.17-	611.17-RF
2019	RF210901	1254280030022	202106	531.45-	0.00	79.72-	0.00 HS07	611.17	0.00 RF
2019 TOTAL				531.45-	0.00	79.72-	0.00	0.00	611.17-
2020	RF210910	1044560000017	202101	121.82-	0.00	0.00	0.00 HS01	121.82	0.00 RF
2020	RF210910	1044560000017	202101	0.00	0.00	0.00	0.00 HS01	121.82-	121.82-RF
2020	RF210910	1050120000014	202012	121.83-	0.00	0.00	0.00 CERT	121.83	0.00 RF
2020	RF210910	1050120000014	202012	0.00	0.00	0.00	0.00 CERT	121.83-	121.83-RF
2020	RF210910	1057810000016	202012	121.83-	0.00	0.00	0.00 HS03	121.83	0.00 RF
2020	RF210910	1057810000016	202012	0.00	0.00	0.00	0.00 HS03	121.83-	121.83-RF
2020	RF210910	1063270000005	202012	0.00	0.00	0.00	0.00 HS03	121.82-	121.82-RF
2020	RF210910	1063270000005	202012	121.82-	0.00	0.00	0.00 CERT	121.82	0.00 RF
2020	RF210922	1184320010004	202101	2,923.88-	0.00	0.00	0.00 CERT	2,923.88	0.00 RF
2020	RF210922	1184320010004	202101	0.00	0.00	0.00	0.00 CERT	2,923.88-	2,923.88-RF
2020	RF210910	1200270020017	202108	305.97-	0.00	42.83-	0.00 CERT	348.80	0.00 RF
2020	RF210910	1200270020017	202108	0.00	0.00	0.00	0.00 CERT	348.80-	348.80-RF
2020	RF210910	1200270020017	202109	36.68-	0.00	7.33-	6.60-CERT	0.00	50.61-TR
2020	864091521CHC	201623							
2020 TOTAL				3,753.83-	0.00	50.16-	6.60-	0.00	3,810.59-
TOTAL REVERSALS				5,191.48-	0.00	129.88-	6.60-	0.00	5,327.96-

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 09/01/2021 THRU 09/30/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2016 TOTAL			118.15	0.00	80.34	39.70	0.00	238.19
2017 TOTAL			164.91	0.00	92.36	51.46	0.00	308.73
2018 TOTAL			12.78	0.00	5.62	3.68	0.00	22.08
2019 TOTAL			2,475.41	0.00	727.88	373.49	0.00	3,576.78
2020 TOTAL			20,453.11	0.00	2,965.13	2,403.20	0.00	25,821.44
TOTAL PAYMENTS			23,224.36	0.00	3,871.33	2,871.53	0.00	29,967.22
2018 TOTAL			906.20-	0.00	0.00	0.00	0.00	906.20-
2019 TOTAL			531.45-	0.00	79.72-	0.00	0.00	611.17-
2020 TOTAL			3,753.83-	0.00	50.16-	6.60-	0.00	3,810.59-
TOTAL REVERSALS			5,191.48-	0.00	129.88-	6.60-	0.00	5,327.96-
TOTAL FOR UNIT			18,032.88	0.00	3,741.45	2,864.93	0.00	24,639.26

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	
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CURRENT YEAR	4,214,667,192	0		4,214,667,192		00.487314		19,829,708.43		924	
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2021	19,829,708.43	.00	0.00	0.00	0.00	19,829,708.43		0.00
2020	163,896.15	2,967.83-	2,967.83-	70,972.44	70,972.44	89,955.88	44.10	0.00
2019	51,659.09	531.49-	531.49-	6,985.75	6,985.75	44,141.85	13.66	0.04-
2018	26,368.69	906.20-	906.20-	785.35	785.35	24,677.14	3.08	0.00
2017	16,281.55	.00	0.00	521.38	521.38	15,760.17	3.20	0.00
2016	14,103.51	123.32-	123.32-	188.99	188.99	13,791.20	1.35	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		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-
****	20,186,467.31	7,347.77-	7,347.77-	79,474.72	79,474.72	20,099,644.82		2,942.29-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2021
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	600,000-	600,000-	705,813,340
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	600,000-	600,000-	5,042,674,252
EXEMPTIONS	1,218,139,975	1,218,139,975	0	118,214	118,214	1,218,258,189
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	718,214-	718,214-	3,797,078,755
LEVY	163,896.15	163,896.15	.00	2,967.83-	2,967.83-	160,928.32
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	0	0	10,220
OVER 65	3,163	3,163	0	2	2	3,165
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

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 09/30/2021
LAND VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	319,608	0	319,608	646,251,480
APPRAISED VALUE	4,537,437,822	4,537,437,822	319,608	0	319,608	4,537,757,430
EXEMPTIONS	1,018,439,121	1,018,439,121	319,608	101,920	421,528	1,018,860,649
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	101,920-	101,920-	3,494,213,090
LEVY	51,659.09	51,659.09	.00	531.49-	531.49-	51,127.60
UNCOLLECTIBLE	.00	.04	.00	.00	.00	.04
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1	1	10,001
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

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 09/30/2021
LAND VALUE	4,207,374.518	4,207,374.518	0	0	0	4,207,374.518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	0	0	617,900,409
APPRAISED VALUE	4,207,374.518	4,207,374.518	0	0	0	4,207,374.518
EXEMPTIONS	891,117,422	891,117,422	0	170,216	170,216	891,287,638
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	170,216-	170,216-	3,292,243,970
LEVY	26,368.69	26,368.69	.00	906.20-	906.20-	25,462.49
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	3	3	10,004
OVER 65	2,897	2,897	0	2	2	2,899
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

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 09/30/2021
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 09/30/2021
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

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 09/30/2021
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

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 06/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2021
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

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 09/30/2021
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: 153
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2021
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: 154
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2021
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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2000
JURISDICTION: 0337 FRIENDSWOOD CITY

PAGE: 155
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2021
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: October 5, 2021 10:52 AM

For Remitted Deposit Dates 09/01/2021 thru 09/30/2021 as of 10/05/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 70020	Print Date:09/02/2021						
	Delq	2,900.79	679.82	0.00	0.00	0.00	3,580.61
Last Deposit Date	09/01/2021	\$2,900.79	\$679.82	\$0.00	\$0.00	\$0.00	\$3,580.61
ACH 70058	Print Date:09/07/2021						
	Delq	2,417.34	583.85	0.00	0.00	0.00	3,001.19
Last Deposit Date	09/02/2021	\$2,417.34	\$583.85	\$0.00	\$0.00	\$0.00	\$3,001.19
ACH 70093	Print Date:09/07/2021						
	Delq	706.66	171.49	0.00	0.00	0.00	878.15
Last Deposit Date	09/03/2021	\$706.66	\$171.49	\$0.00	\$0.00	\$0.00	\$878.15
ACH 70129	Print Date:09/09/2021						
	Delq	1,049.78	240.83	0.00	0.00	0.00	1,290.61
Last Deposit Date	09/07/2021	\$1,049.78	\$240.83	\$0.00	\$0.00	\$0.00	\$1,290.61
ACH 70190	Print Date:09/13/2021						
	Delq	1,578.76	390.53	0.00	0.00	0.00	1,969.29
Last Deposit Date	09/09/2021	\$1,578.76	\$390.53	\$0.00	\$0.00	\$0.00	\$1,969.29
ACH 70250	Print Date:09/14/2021						
	Delq	1,522.23	369.37	0.00	0.00	0.00	1,891.60
Last Deposit Date	09/13/2021	\$1,522.23	\$369.37	\$0.00	\$0.00	\$0.00	\$1,891.60
ACH 70281	Print Date:09/15/2021						
	Delq	181.11	43.94	0.00	0.00	0.00	225.05
Last Deposit Date	09/14/2021	\$181.11	\$43.94	\$0.00	\$0.00	\$0.00	\$225.05
ACH 70312	Print Date:09/16/2021						
	Delq	281.57	66.80	0.00	0.00	0.00	348.37
Last Deposit Date	09/15/2021	\$281.57	\$66.80	\$0.00	\$0.00	\$0.00	\$348.37
ACH 70340	Print Date:09/17/2021						
	Delq	638.66	154.98	0.00	0.00	0.00	793.64
Last Deposit Date	09/16/2021	\$638.66	\$154.98	\$0.00	\$0.00	\$0.00	\$793.64
ACH 70366	Print Date:09/20/2021						
	Delq	16.76	4.07	0.00	0.00	0.00	20.83
Last Deposit Date	09/17/2021	\$16.76	\$4.07	\$0.00	\$0.00	\$0.00	\$20.83
ACH 70394	Print Date:09/21/2021						
	Delq	1,127.01	240.68	0.00	0.00	0.00	1,367.69
Last Deposit Date	09/20/2021	\$1,127.01	\$240.68	\$0.00	\$0.00	\$0.00	\$1,367.69
ACH 70428	Print Date:09/22/2021						
	Delq	1,230.39	291.81	0.00	0.00	0.00	1,522.20
Last Deposit Date	09/21/2021	\$1,230.39	\$291.81	\$0.00	\$0.00	\$0.00	\$1,522.20
ACH 70551	Print Date:09/28/2021						
	Delq	2,502.96	607.38	0.00	0.00	0.00	3,110.34
Last Deposit Date	09/27/2021	\$2,502.96	\$607.38	\$0.00	\$0.00	\$0.00	\$3,110.34
ACH 70578	Print Date:09/29/2021						
	Delq	29.26	7.09	0.00	0.00	0.00	36.35
Last Deposit Date	09/28/2021	\$29.26	\$7.09	\$0.00	\$0.00	\$0.00	\$36.35

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: October 5, 2021 10:52 AM

For Remitted Deposit Dates 09/01/2021 thru 09/30/2021 as of 10/05/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH Not paid	Print Date:09/29/2021						
	Delq	0.00	0.00	0.00	0.00	0.00	0.00
Last Deposit Date	09/28/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACH 70605	Print Date:10/01/2021						
	Delq	670.23	162.62	0.00	0.00	0.00	832.85
Last Deposit Date	09/29/2021	\$670.23	\$162.62	\$0.00	\$0.00	\$0.00	\$832.85
ACH 70633	Print Date:10/04/2021						
	Delq	728.73	176.83	0.00	0.00	0.00	905.56
Last Deposit Date	09/30/2021	\$728.73	\$176.83	\$0.00	\$0.00	\$0.00	\$905.56
Total:		\$17,582.24	\$4,192.09	\$0.00	\$0.00	\$0.00	\$21,774.33

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: November 1, 2021

Date submitted: 09/29/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held October 4, 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021 10 04 CC Meeting Minutes (Draft)

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD OCTOBER 4, 2021

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, OCTOBER 4, 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
Mary Kay Fischer	City Attorney
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 McCauley Austin with Friendswood Baptist Church.

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

Mayor Pro Tem Griffon stated that he is often asked questions about what's going on in the upper reaches of the Clear Creek Watersheds, so he gave an update presented at the last Clear Creek Watersheds Steering Committee of the projects being undertaken by Harris County Flood Control District. The projects included: 2018 bond on the Clear Creek Watershed, Morningside Place Drainage, Reverend William A. Lawson Stormwater Detention Basin, Hughes Stormwater Detention Basin, Clear Creek Federal Project, and the Mud Gully Channel Conveyance Improvements, among others. Mayor Pro Tem Griffon further noted that if the public would like to follow any of the previously noted projects, they can do so by going on to the Harris County Flood Control Clear Creek website.

Councilmember Rockey stated that he had some updates regarding the Library that included Storytimes being back in Centennial Park, on Monday, Tuesday, and Wednesday at 9:30 AM., there are 12 tickets left for the Film Festival, the True Crime Book Club discussion takes place on the last Tuesday of each month and the Friends of the Library Adult Book Club meets every second Tuesday of the month.

Councilmember Rockey further noted that the Historical Society is needing 20-30-year-old males to volunteer for this year's history event, and thanked staff for the signage and markings for the bridge construction on FM 518.

Councilmember Branson stated that she wanted to thank the Friends of the Library and the Senior Activity Group who teamed up, and they helped the Historical Society get a speaker come in to talk about the Brown Museum at the Friends with History event. She also thanked Mayor Pro Tem Griffon for his continued work and support of drainage projects, and lastly mentioned that H-GAC will be celebrating its 55-year anniversary on Friday, October 15.

Councilmember Hanks stated that the Senior Citizen's Committee has started a newsletter that gives dates of all their activities at the Activity Center. She also noted that the Planning and Zoning Commission is hard at work and have revised three ordinances in the last few weeks, so she wanted to thank them and the staff for their hard work. Lastly, Councilmember Hanks gave her condolences for the loss of Ms. Laura Emmons who was the owner, publisher, editor of the Friendswood Reporter News who passed away recently. She did a remarkable job for the community and will be missed.

Mayor Foreman stated that he had the honor and privilege to cut the ribbon on Friendswood Lakes Boulevard, which now runs through to West Boulevard, and eventually, Lake City is going to finish their Lake City Parkway that will join up with Friendswood Lakes Boulevard. He thanked all the staff and stakeholders that made this project come to fruition.

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. David Allen requested to speak before the Council and noted that in his opinion, social media companies are banning more and more information which impact citizens' first amendment rights, the vaccines do not seem to be working as COVID seem to be infecting people with and without the vaccine, and he did not agree with the one-world government's edicts regarding shutdowns and vaccine requirements.

6. COMMUNICATIONS AND SPECIAL REPORTS

A. Receive the annual report from the Friendswood Chamber of Commerce.

Chairperson of the Friendswood Chamber of Commerce, Ms. Linda Fee gave the City Council an overview of its yearly written report which was handed out at the meeting. Ms. Fee noted that despite the issues with COVID, the Chamber had its Annual State of the City luncheon with Mayor Mike Foreman officiating with 155 attendees. She noted they hosted the first, and hopefully, annual State of the District luncheon with the Fisd Superintendent Thad Roher.

Ms. Fee also gave an overview of its community outreach in the form of scholarships to local schools, the welcoming of 50 new businesses into the Chamber, 55 ribbon-cutting events, 13 after-hour mixers, and many other promotions of local businesses throughout the year. Ms. Fee thanked the Council and staff for their continued support of the Chamber and reminded everyone to shop and support local businesses.

B. Receive the annual report for the Community and Economic Development Committee.

City Manager Morad Kabiri presented the item and stated that the CEDC report showing their work for the past year was included in the backup material and no formal presentation was planned for this item. He further noted that the CEDC is currently going through some strategic visioning and planning exercises, and they will present that information at a later date.

C. Receive the annual report from the Friendswood Downtown Economic Development Corporation.

President of the Friendswood Downtown Economic Development Corporation (FDEDC) Dr. Pat McGinnis presented Council with their annual report. He stated that in August 2016, the City Council appointed a new seven-member board to be called the Friendswood Downtown Economic Development Corporation. The members are Trey Hill, Vice President, Paul Marx, Secretary/ Treasurer, Ron Cox, Rebecca Hillenburg, Bubba Johnson, and Alton Todd.

The FDEDC vision statement is to create a Downtown Friendswood that is a family, friendly destination with beautiful streetscapes and unique businesses. The mission of the FDEDC is to: 1, communicate and engage with the citizens; 2, make well-planned and strategic recommendations to the city council regarding improvements to the downtown district; and 3, exercise our fiduciary responsibilities to our taxpayers. Dr. McGinnis noted that since the last year annual report, FDEDC has had 12 meetings and have welcomed two new staff liaisons, Community Development Director, Aubrey Harbin and Assistant City Manager, Steven Rhea who are doing a wonderful job in keeping them on track.

Dr. McGinnis gave an overview of the TxDOT grant for the new sidewalk and curbs in the Downtown District, the lighting project and branding project that includes signage and stickers. Lastly, Dr. McGinnis presented the FDEDC financials and noted that they had an ending fund balance as of August 31st of \$2,180,886, with projected revenue for 2021 to 2022 to be over \$678,000 from the sales and use tax and its related interest.

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.

Assistant City Manager Steven Rhea presented the item and stated that as part of the FDEDC's upcoming lighting plan that is going to be installed Downtown, the staff is undertaking an outreach program to the folks that are going to be impacted. As Dr. McGinnis highlighted earlier, the lighting plan has gone through a fairly extensive design process by Gandy2 Lighting Design and HDR, and they've identified the location for light poles and/or pedestrian fixtures of some sort.

Mr. Rhea noted that the proposed plan will provide illumination uniformly throughout Downtown from FM 2351 all the way to Whispering Pines on both sides of FM 518. Mr. Rhea showed pictures of the proposed light fixtures which are going to some metal pole with a wooden finish with the hoods and the hardware in black powder-coating. Mr. Rhea noted that the sidewalk project continues to move forward, and staff was successful in working with TxDOT to bury the network conduit under the new sidewalks to make the area visually cleaner, as well as, that it will help alleviate a lot of headaches later.

Mr. Rhea noted that staff will be working on the RFP for this plan and potentially by mid-2022, the lighting will start going up; however, this is all dependent on the completion of the sidewalk and curb construction.

Mr. Rhea further noted that as a part of the overall branding plan for Downtown, there will be new median signage, street signage, and stickers throughout Downtown to relay the same look and feel for all the local businesses in this space. He noted that the staff is working through some of the state contract or Buyboard vendors to see if some of these items can be purchased and completed sooner rather than later to start creating that momentum; however, he wanted everyone to keep in mind that this portion of the plan will be greatly impacted by the amount of available funds once the lighting plan costs are finalized.

The Council thanked Mr. Rhea and the members of the FDEDC for all their work on this exciting branding and lighting plan for the City's Downtown.

8. PUBLIC SAFETY SOFTWARE

A. Receive and discuss a presentation regarding public safety software.

Chief of Police Bob Wieners presented the item and stated that the purpose of the presentation was to provide the Council with two viable options for the replacement of the existing public safety software suite that is obsolete and no longer going to be supported.

Chief Wieners gave the Council an update on the GRID consortium, which originally started as a very local effort with three agencies that were sharing information and resources back in 2008. In 2013, there were 11 agencies, and today, the GRID has an expanded footprint of 22 members, which has resulted in a change in the business model from a local to a regional consortium.

Chief Wieners noted that the City made the decision back in 2013, to stay with the GRID; however, there were changes to the business model, and vendors were acquired through consolidation in the software industry, three times, which is part of what's driving this item as well as the GRID's annual increase and overhead cost for League City. Chief Wieners also noted that staff also had not anticipated the level of aggressiveness of companies moving to consolidate hardware and software programs in the public safety industry.

Chief Wieners presented the pros and cons of the two proposed public safety software: Motorola Premier and ICS:

OPTION 1 - MOTOROLA PREMIER

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

OPTION 2 - ICS

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

Mayor Pro Tem Griffon requested that Chief Wieners elaborate on the sharing gap with other law enforcement agencies, which seems to be a critical part of police operations. He also inquired if the \$200,000 upfront cost of capital investment for the hardware and the software outprice the Motorola consortium option.

Chief Wieners stated that as it related to the information sharing, it really isn't rocket science, and while this is made available via an interlocal agreement with other agencies, the biggest issue is not the ability to share information, but who the information is being shared with. He further noted that as it relates to the costs of the Motorola options, in looking at the chart comparing the cost of the option, ICS ends up being cheaper than Motorola to include an annual savings for the administrative overhead that are paid to League City, savings on the annual maintenance cost go, and the exclusion of Motorola's 5% increase on annual basis. Chief Wieners noted that ICS's start off cheaper and in addition to that they're only using a 3% growth factor rate, so over time, Motorola will cost themselves out.

Chief Wieners showed the Council a side-by-side comparison of the cost associated with the two software options:

	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 6 Yr. COST	\$1,067,273 ***	\$1,052,165	

Chief Wieners stated that he worked with the City's IT Director James O'Brien to identify the hardware costs for these options to include the gold standard of servers with their own redundancy built into them. Chief Wieners further noted that with the growth in personnel and expertise in the City's IT Department, the City is better prepared and capable of handling the maintenance of this new software instead of relying on the consortium for the technological support. Chief Wieners further noted that as with all technology there will be a refresh point for both options at around the 5-year mark. As it relates to the number and costs of the licenses, Chief Wieners stated that the costs of both options were comparable and at this time, staff would purchase 55 licenses to meet the current needs and add licenses as personnel is brought into the department.

Mr. Kabiri in response to a question from Councilmember Hanks on the viability of ICS, stated that the staff had researched the options being provided extensively, and the two are comparable software solutions, but at the end of the day, this decision is going to boil down to what the department's end users need in order to operate as effectively and efficiently as possible. As a part of a consortium, the City does not have control of its own destiny in that one primary user, i.e., League City, gets to dictate which direction the rest go in, to include the uncontrolled additional cost to the primary user's personnel every time they bring on a new employee as well as ongoing maintenance. He noted that throughout the years, the staff has seen many software packages become obsolete leaving the City with no other choice but to move forward, and even though there is no guarantee that the new company won't be bought out, staff was comfortable with ICS's track record.

Mayor Pro Tem Griffon stated that one of his biggest concerns was for the City to be able to control the information and have control over its own destiny.

Chief Wieners noted that the Council had three options to consider:

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

Chief Wieners stated that he did not like coming to the Council asking for almost half a million dollars without any time to really consider the pros and cons of any given contract. Therefore, staff brought forth two software companies that could do the job, one of them, Motorola would require a commitment from the City by December 10th, and the other does not have a hard deadline, but if they are the preferred vendor, then staff would engage ICS in negotiations in order to bring the Council a contract for approval at a later date; either way there is no impact to the current budget.

Mr. Kabiri noted that the City would continue using its existing software, Central Square, that's currently run through the consortium until it switches over to the new option, so there will not be a gap or any disruption in services. He also noted that there is always, despite what anybody says, hiccups when switching from one software package to the next; however, staff is confident that in working closely with the vendor, these hiccups will be limited. Mr. Kabiri noted that while the Council would not be acting on the approval of a contract, the staff did need direction on which option they preferred, i.e., does the City remain in the consortium or move to purchase its own software.

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

After a brief discussion, a motion was made by Councilmember Branson and seconded by Councilmember Hanks to use ICS as the preferred vendor for the purpose of the purchase of the City's new public safety software. 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.

Mayor Foreman recessed the meeting at 7:30 P.M.

Mayor Foreman reconvened the meeting at 7:40 P.M.

9. CITY MANAGER'S REPORT

A. Present an update regarding National Cybersecurity Awareness Month.

City Manager Morad Kabiri presented the item and stated that the month of October, as has been noticed for the last 18 years, is known as National Cybersecurity Awareness Month. He further noted that the Mayor will present a proclamation tomorrow, mid-day in which the mayor is going to extol the concerns associated with Cyber Security Awareness, which is incredibly relevant considering that in the last week there was a cyberattack on voice over internet protocol phones that wreaked havoc, not only in the City's phone system, but on several other agencies throughout North America. Mr. Kabiri thanked IT Director James O'Brien and his staff for their hard work in keeping the City's IT infrastructure safe from these types of attacks.

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

City Manager Morad Kabiri presented the item and stated that the Friendswood Volunteer Fire Department (FVFD) recently held a Stop the Bleed and Ready to React course for the Yellow Ribbon Fund. He noted that the Yellow Ribbon Fund is an organization that specializes in providing care and support for families of wounded warriors, which is a very honorable service. Mr. Kabiri stated that the FVFD taught participants how to apply tourniquets and apply pressure for injuries and wounds when working with wounded warriors, as well as, when to call 911.

10. BUSINESS ITEMS

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

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to approve RFQ 2021-06 regarding the Deepwood Flood Control Project. 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 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.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Branson to approve the appointment of 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. 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 to appoint Les French as an alternate to the Zoning Board of Adjustment for a term beginning immediately and ending in July 2023.

A motion was made by Councilmember Rockey and seconded by Mayor Pro Tem Griffon to appoint Les French as an alternate to the Zoning Board of Adjustment for a term beginning immediately and ending in July 2023. 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.

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.

Mayor Foreman noted that the nominee for this item was Mike Sullivan who is currently serving in this position.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve Resolution No. R2021-21, related to Item 11.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 on a proposed resolution adopting an updated Policy and Procedures for the Appointment to City Boards, Commission and Committees to add a residency requirement.

Mayor Pro Tem Griffon made a motion to approve the item as submitted. The motion was seconded by Councilmember Scott.

City Manager Morad Kabiri presented the item and stated that at the last meeting, the Council directed staff to present a resolution modifying the current appointment policy to require residency of any participant and on any boards, to include those advisory in nature. The current appointment policy stipulates that statutory boards, for instance, the Planning and Zoning Commission, the Zoning Board of Adjustment, and the Construction Board of Appeals and Adjustment, are required to comply with their related stated statute which includes residency. For all other boards, appointees that were residents were preferred, but not required. The policy before the Council is modified to make it a requirement for all committees to have members that reside in the city limits of Friendswood.

Councilmember Rockey stated that he understood the reasoning behind the proposed change; however, he noted that there are people that serve on advisory boards that have businesses in Friendswood and have a vested interest in supporting the community. He requested that there be some opportunity to consider business owners that are not residents of the city for appointment to advisory boards.

The Council discussed whether or not to allow for the appointment of non-residents, if they have a business in the city limits of Friendswood to advisory boards. Councilmember Scott stated that he felt there should be enough people in the community to serve on boards and the City's boards should be led by its residents but conceded that business owners do have a vested interest in Friendswood and agreed to consider language that allowed the appointment of non-residents if they had a business in Friendswood and paid Friendswood taxes. Mr. Kabiri stated that staff would work with the City Secretary on the appropriate appointment language and bring it back to the November 1, 2021, Council meeting for further action.

After the discussion, Councilmember Scott and Mayor Pro Tem Griffon both withdrew their motions, and no action was taken on this item.

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).

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Branson to approve Ordinance No. R2021-24, related to Item 11.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 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).

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve Ordinance No. 2021-25, related to Item 11.D. 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 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.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve the second and final reading of Ordinance No. 2021-26, related to Item 11.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, and Councilmember Erent Erenwert.

Nays: Councilmember John Scott

The item passed.

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).

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve the second and final reading of Ordinance No. 2021-27, related to Item 11.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.

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.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the second and final reading of Ordinance No. 2021-28, related to Item 11.G. 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.

H. 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.

Community Development Director Aubrey Harbin presented the item and stated that this ordinance was first presented at the last council meeting. She noted that at the last meeting, Council directed staff to increase the proposed requirements to be more like those in the City of Pearland.

Ms. Harbin noted that the number one goal of the proposed ordinance was to get developers to keep the existing trees. She noted that option number 2 allows for the replacement of trees on site, option number 3 allows for the off-site replacement, option 4 allows for the payment of fees into the tree fund and option 5 allows for a combination of any of those if for whatever reason, they can't achieve what is needed with just one of the options.

Ms. Harbin noted that some of the factors affecting tree mitigation from city to city include the size, number, and type of existing trees on the properties, as well as, the types of trees that the cities require for mitigation, and then the classification of trees which varies from city to city.

Ms. Harbin gave an overview of the City's current design criteria manual and zoning ordinance, which require the mitigation for all trees 12-inches or greater, measured four and a half feet above natural grade. She noted that the proposed changes include only the mitigation for class 1 and class 2 trees, which are native ferns, wood trees that are easy and sold in nurseries in the area. She stated that staff is proposing the removal of pine trees from that list as pine trees don't really seem to survive construction and don't really provide the desired shade and the beauty.

Ms. Harbin stated that the staff is providing credit for the removal of class 4 trees, which are the invasive species, which includes China Berries, Hackberry trees, and the proposal gives credit for the removal of those types of trees. She further stated that the types of trees are now more in line with those of Pearland.

Ms. Harbin stated that once the types and sizes of the trees are determined, the next step is identifying what must be replaced if the trees should need to be removed. Ms. Harbin showed the Council a chart outlining the replacement options under the original and revised version of the ordinance.

Original:		On Site Replacement	Off Site Replacement	Minimum Caliper Per Tree in Inches
	12" – 24"	100 percent	120 percent	4-inch
	24.1" – 36"	100 percent	130 percent	6-inch
	Greater than 36"	130 percent	140 percent	8-inch
Revision:		On Site Replacement	Off Site Replacement	Minimum Caliper Per Tree in Inches
	12" – 24"	100 percent	120 percent	4-inch
	24.1" – 36"	150 percent	170 percent	6-inch
	Greater than 36"	200 percent	220 percent	8-inch

Mayor Pro Tem Griffon inquired if there was enough room at any given property to replace 200% of the trees removed, and if this would become cumbersome for commercial development. Ms. Harbin responded that this is a concern for staff, which is why they are proposing different options to replace those trees both on and off the property, to include the payment of associated fees, which has been increased as follows:

Current	Original Proposal	Revised Proposal	Pearland	League City
n/a	\$250	\$400	\$200	\$250

Mayor Pro Tem Griffon stated that he was concerned about getting the associated fees so high that it would inhibit new construction. Ms. Harbin stated that those were some of the concerns for staff and the subcommittee as well. She further noted that in the original proposal there was a ninety-seven thousand five hundred and the revised proposal would be two hundred five thousand, so it keeps the fees middle of the road to not deter development, while still trying to keep the City's existing trees. Ms. Harbin showed the Council a chart of a tree mitigation comparison for two locations in Friendswood that had trees removed.

501 S Friendswood Drive 25 Onsite Trees			1401 S Friendswood Drive 26 Onsite Trees		
Current Friendswood	75 calipers (25) 3" trees	\$6,250	Current Friendswood	78 calipers (26) 3" trees	\$6,500
Original Proposal	330 calipers	\$97,500	Original Proposal	34 calipers	\$8,400
Revised Proposal	513 calipers	\$205,200	Revised Proposal	34 calipers	\$13,600
City of Pearland	1,026 calipers	\$205,200	City of Pearland	68 calipers	\$13,600
City of League City	752.1 calipers	\$262,485	City of League City	346 calipers	\$86,500

Councilmember Branson stated that 1401 is a good comparison because it's more of the typical scenario than what happened at 501, which was highly extraordinary. She noted that the city does not have those giant trees on many properties, and if this situation had been in place under the proposed rules, the property owner would have maybe not been able to save both, but they would have been able to mix and match options for appropriate tree mitigation. She noted that the 1401 situation was more common and \$13,000, she did not believe would be a roadblock for a developer.

Councilmember Rockey stated that he preferred the revised ordinance option better and didn't feel that it would negatively impact development as he has seen developers comply with the tree mitigation requirements in Pearland and League City and their rules are much harder than those being proposed in Friendswood.

Planning and Zoning Chairperson Joe Matranga stated that he agreed with many of council's comments and noted that they did try to find a compromise that promoted tree mitigation while encouraging development in the city.

Councilmember Scott stated that he did not have an issue with the original tree mitigation proposal and noted that Friendswood had to find what worked best for Friendswood regardless of what other cities have and stated that he felt that the new proposal was a little excessive.

Mayor Foreman noted that the motion on the table is to approve the ordinance that was approved last month, this is the second reading. Mr. Kabiri noted that the Council can formalize the original ordinance by voting on it tonight on its second reading or they can revise it, which would then require the revised ordinance to come back to the Council at the next meeting for its second and final reading.

Mayor Pro Tem Griffon stated that as to point an order, he would like to vote on what was passed last month.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the second and final reading of Ordinance No. 2021-30 as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Robert J. Griffon, and Councilmember John Scott

Nays: Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, and Councilmember Brent Erenwert.

The motion failed.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks to approve the amended/revised version of Ordinance No. 2021-30, which will be brought back to the November 1, 2021, Council meeting for its second and final reading. 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.

- 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.**

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first and final reading of Ordinance No. 2021-31, related to Item 11.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.

12. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 12.A through 12.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.

- A. Consider the ratification of the City Manager's signature on a Declaration and Grant of Sanitary Sewer Easement with Duestop 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

With there being no further business to discuss, Mayor Foreman adjourned the October 4, 2021, City Council Regular Meeting at 8:13 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 1, 2021

Date submitted: 10/06/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect.

Originating Department: City Manager

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect.

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: November 1, 2021

Date submitted: 10/18/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment of a City Attorney.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to recess into and conduct an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment of a City Attorney.

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: November 1, 2021

Date submitted: 10/22/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorney regarding contemplated litigation or a matter in which a duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorney regarding contemplated litigation or a matter in which a duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

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: November 1, 2021

Date submitted: 10/06/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed offer of a financial or other incentive to a business prospect.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to take action on a proposed offer of a financial or other incentive to a business prospect the subject of the executive session.

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: November 1, 2021

Date submitted: 10/18/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action regarding the appointment of a City Attorney.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to take action regarding the appointment of the City Attorney.

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: November 1, 2021

Date submitted: 10/25/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action regarding contemplated litigation.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to take action on contemplated litigation subject of the executive session.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS