

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
DECEMBER 6, 2021



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, DECEMBER 6, 2021, IN THE 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. COMMUNICATIONS FROM MAYOR AND COUNCILMEMBERS

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. COUNCIL FOR A DAY

- A. Consideration and possible action regarding a proposed resolution declaring December 7, 2021, as Westwood Elementary School Day in the City of Friendswood, Texas.

7. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

- A. Present the City of Friendswood 5 Star Spirit Awards for the third quarter of 2021 to Santiago Aguilera, Eulogio Ortiz, Raul Ramos, and Jorge Renderos in the Public Works department as well as Jeff Spears in the Administrative Services department.

8. WORK SESSION

- A. Receive and discuss an update regarding the Capital Improvement Projects.

9. CITY MANAGER'S REPORT

- A. Present an update regarding Parks and Recreation and Keep Friendswood Beautiful's recent recognitions.

10. BUSINESS ITEMS

- A. Discuss and take possible action on the appointment of Kelly Browning to Keep Friendswood Beautiful for a three-year term beginning immediately and ending November 2024.
- B. Discuss and take possible action on the appointment of Cynthia Bowman to the Investment Committee to replace Larry Collison for a three-year term beginning November 2021 and ending in November 2024.
- C. Discuss and take possible action regarding approving a contract with the Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the City and authorizing the Mayor to execute the contract.
- D. Discuss and take possible action regarding approving a contract with ICS for the public safety software update.
- E. Discuss and take possible action approving the purchase of O365 to upgrade the office solution city wide.

11. RESOLUTIONS & ORDINANCES

- A. Consideration and possible action regarding a proposed resolution casting the City of Friendswood's ballot for the election of a person to serve on the Board of Directors of the Harris County Appraisal District.
- B. Consideration and possible action regarding a proposed resolution approving The Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation for the temporary closure of FM 518 for the Chamber of Commerce's Holiday Lighted Parade and ratifying the City Manager's signature on the agreement.
- C. Consideration and possible action on the second and final 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.

- D. Consideration and possible action regarding the second and final 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.
- E. Consideration and possible action regarding the second and final 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.
- F. Consideration and possible action regarding the second and final 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).
- G. Consideration and possible action on the second and final 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).
- H. Consideration and possible action regarding the second and final 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 second and final 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 reading of a proposed ordinance amending the Code of Ordinances, City of Friendswood, Texas, Chapter 30 "Fire Protection and Prevention", Article IV., "Fireworks" by amending Section 30-140, "General Prohibition" to make it unlawful for any person to host or permit others to use or set in action any fireworks at a location under his/her control.
- K. Consideration and possible action on the first reading of an ordinance regarding the street name change of Friendswood Lakes Boulevard to Friendswood Parkway, to include the existing thoroughfare from FM 528/West Parkwood Avenue to the League City and Friendswood city limit and the future thoroughfare planned from FM 528/West Parkwood Avenue to the Pearland and Friendswood city limit.
- L. 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 III" 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.
- M. Consideration and possible action regarding the first and final reading of a proposed ordinance amending the City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment XII" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

12. CONSENT AGENDA

- A. Consider ratifying the Mayor's signature on an employment agreement for the City Attorney position.
- B. Consider authorizing the acceptance of the Friendswood Trails Boulevard Extension public paving and water line improvements project into the contractor's one-year maintenance period.
- C. Consider accepting the October 2021 tax report.
- D. Consider approving the minutes of the City Council Regular Meeting held on November 1, 2021.

13. ADJOURNMENT

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

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICE MUST BE MADE TWO (2) BUSINESS DAYS OR MORE PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 996-3270 FOR FURTHER INFORMATION.

I, LETICIA BRYSCH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC AND IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, ON THIS THE 2ND DAY OF DECEMBER, 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: December 6, 2021

Date submitted: 11/16/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed resolution declaring December 7, 2021, as Westwood Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Kids' Council for a Day (the "Kids' Council") allows students to step up to the dais to replace the council and staff in order to take part in a mock governance simulation. This item will allow the selected second-grade students from Westwood Elementary to participate in the Kids' Council in order to approve a resolution declaring December 7, 2021, as Westwood Elementary School Day in the City of Friendswood, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Proposed Resolution - Declaring Westwood Elementary School Day

RESOLUTION NO. R2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, DECLARING DECEMBER 7, 2021,
AS WESTWOOD ELEMENTARY SCHOOL DAY IN THE
CITY OF FRIENDSWOOD, TEXAS.**

* * * * *

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, THAT DECEMBER 7, 2021, IS HEREBY DECLARED AS
WESTWOOD ELEMENTARY SCHOOL DAY IN FRIENDSWOOD, TEXAS.**

PASSED, APPROVED AND RESOLVED on this 6TH day of DECEMBER, 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: December 6, 2021

Date submitted: 10/27/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present the City of Friendswood 5 Star Spirit Awards for the third quarter of 2021 to Santiago Aguilera, Eulogio Ortiz, Raul Ramos, and Jorge Renderos in the Public Works department as well as Jeff Spears in the Administrative Services department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Santiago Aguilera began working for the City in April 2016 and is a crew leader in the Streets division of PW, Eulogio Ortiz began working for the City in November 2019 and is a laborer in the Streets division of PW, Raul Ramos began working for the City in June 2017 and is a laborer in the Streets division of PW, and Jorge Renderos began working for the City in July 2018 and is a laborer in the Streets division of PW. This crew was nominated by a resident for making a routine sidewalk repair in front of an elderly resident's home. After the repair was made, it was noted that the resident's walkway was much lower than the sidewalk, creating a trip hazard. The crew took the time to raise the resident's walkway to meet the height of the sidewalk to remove the potential trip hazard. The resident was incredibly grateful for the extra time and effort the crew took to make sure they stayed safe on their walkway. This crew routinely receives compliments for being kind and courteous while maintain a high level of quality service.

Jeff Spears began working for the City in October 2014 and is the Purchasing Coordinator in the Administrative Service Department. Jeff was nominated by staff for clearing debris from the storm drain in the City Hall parking lot as they were not draining during a heavy downpour. Jeff has also helped several resident that have had car trouble in the City Hall parking lot as well as helping an elderly resident move her car from a parking spot that they found difficult to safely back out of.

All of these employee's actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional and Enthusiastic. We congratulate Santiago, Eulogio, Raul, Jorge, and Jeff on being the recipients of the Five Star Spirit Award and thank them for their service to our citizens!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 6, 2021

Date submitted: 10/05/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the Capital Improvement Projects.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Council will receive an update on Capital Improvement Projects within the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP Update December 2021

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



Lift Station 23

LOCATION:

2101 S. Friendswood Drive

STATUS:

Substantially complete and in service

Final acceptance anticipated January 2022



Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood Drive

STATUS:

100% Construction Documents (CD) have been delivered to the City

GMP anticipated at January 2022 Council Meeting



Public Safety Building Expansion

LOCATION:

1600 Whitaker Drive

STATUS:

100% Construction Documents (CD)
have been delivered to the City

GMP anticipated at January 2022
Council Meeting



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Initial layout currently under design by architect

Needs assessment complete



Friendswood Parkway (Formerly Friendswood Lakes Boulevard)

LOCATION:

Friendswood Parkway between Stoney Lake Drive & West Boulevard

STATUS:

Substantially complete and in service

Contractor in the process of addressing all punch list items



2022 Asphalt Street Maintenance Program

LOCATION:

Multiple

STATUS:

Bid Documents in progress

Spring 2022 Construction



TxDOT Projects

FM 518 Curb & Ramp Project

- Construction ongoing
- Traffic signal installation forthcoming

Leisure Lane Traffic Signal at FM 518

- Signals have been installed
- Awaiting installation of new transformer by TNMP to energize signals

Questions / Comments



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 6, 2021

Date submitted: 11/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding Parks and Recreation and Keep Friendswood Beautiful's recent recognitions.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Houston-Galveston Area Council recently selected the Friendswood Fairy Trail as well as the Pollinator Garden to receive Special Recognition from the H-GAC Parks and Natural Areas Awards in the Planning category. These projects serve as a model for other projects in the 13-county region, and have been commended for the leadership exhibited by Keep Friendswood Beautiful.

The awards will be presented during a ceremony held in February 2022.

We appreciate the efforts of Keep Friendswood Beautiful and the Parks and Recreation staff in making our community such a wonderful and beautiful place.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Fairy Trail Map
2. Pollinator Garden

KEEP FRIENDSWOOD BEAUTIFUL PRESENTS

FRIENDSWOOD FAIRY TRAIL

ROTARY
PAVILION

8



PLAYGROUND

9

FAIRY WING
CHAIRS

10

ROTARY
PAVILION

SPLASH PAD

SWIMMING
POOL

11

VOLLEYBALL
COURTS

TENNIS
COURTS

BASKETBALL
COURTS

14

6

5

3

4

2

1

DOLLINATOR
GARDEN

15

13

12

START



CITY HALL

CHECK OFF THE FAIRIES
& TROLLS AS YOU FIND THEM!

1	2	3	4	5
7	8	9	10	11
12	13	14	15	



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: December 6, 2021

Date submitted: 11/02/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action on the appointment of Kelly Browning to Keep Friendswood Beautiful for a three-year term beginning immediately and ending November 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to appoint Ms. Kelly Browning to Keep Friendswood Beautiful for a full three-year term beginning immediately and ending November 2024. Ms. Browning has met all the requirements of the City's Appointment Policy and her application is attached for your review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Browning, Kelly Volunteer Application 2021_Redacted



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Kelly Browning HOME PHONE: _____
HOME ADDRESS: _____ WORK PHONE: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: Teacher at Friendswood High School

SPECIAL INTERESTS AND TALENTS: Podcasting, building sponsorships, teaching, speaking, public service

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

	PLANNING & ZONING COMMISSION
	ZONING BOARD OF ADJUSTMENT & APPEALS
<u>X</u>	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
	COMMUNITY & ECONOMIC DEVELOPMENT
	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
	INVESTMENT COMMITTEE
	FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

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

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

DATE OF BIRTH [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 8 YEARS

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

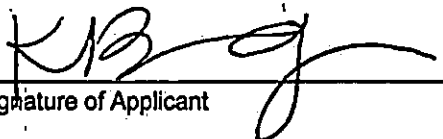
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

With the support of Friendswood local businesses, community partners, and volunteers I fundraised nearly \$18,000 to revitalize a park in Kingspark and Whitehall. It's a beautiful space.

Please list any civic or community endeavors in which you have been involved: Park project, Kingspark-Whitehall CIA Board Member for two years, teacher at Friendswood High School, former Director of Community Education, public servant and advocate for Friendswood.

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

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


Signature of Applicant

02 Oct 2021
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

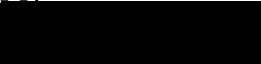
Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Jason Porterfield

ADDRESS: _____

PHONE:  _____

NAME: Natasha McAdoo

ADDRESS: _____

PHONE:  _____

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: December 6, 2021

Date submitted: 10/18/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action on the appointment of Cynthia Bowman to the Investment Committee to replace Larry Collison for a three-year term beginning November 2021 and ending in November 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to appoint Ms. Cynthia Bowman to the Investment Committee to replace Larry Collison for a three-year term beginning November 2021 and ending in November 2024. Ms. Bowman has complied with the requirements of the City's Appointment Policy and her application is attached for your review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Bowman, Cynthia Volunteer Application 2021 REDACTED_Redacted



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Cynthia Bowman HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: CPA

SPECIAL INTERESTS AND TALENTS: Accounting/tax, cooking, homeschooling veteran

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

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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 26 YEARS

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

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

CPA for 39 years. Have practiced in an international accounting firm, in the oil & gas industry, and in a local public accounting firm.

Please list any civic or community endeavors in which you have been involved: Board of Directors member several years for my church, currently member of a treasurer for Endowment Fund, active from 2010-2016 in Friendswood Aggie Moms, taught math/accounting various years for homeschool organizations.

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

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

Cynthia Louma
Signature of Applicant

11-2-21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

N/A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Don Peterson

ADDRESS:

PHONE:

NAME: Alice Rosenhaagen

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: December 6, 2021

Date submitted: 10/27/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding approving a contract with the Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the City and authorizing the Mayor to execute the contract.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. The contract with the Historical Society requires them to provide an annual financial report and an annual festival each year to carry out their mission. The annual Heritage Day Festival is held in conjunction with the Fig Festival and will be held in April 2022. In addition, this year's Society's Histor-ween event was very successful and well attended. It has grown over the last few years, to become a huge success in the community and will be scheduled again, next year.

In 2007, the Council approved an increase in the budgeted amount of \$10,000 to \$15,000 to equip the Historical Society with additional funding needed to continue their efforts of providing the citizens of Friendswood with historical information about Friendswood and preserving and maintaining the historical sites in our city.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this request is not funded, the Friendswood Historical Society will not be able to maintain the city's historical sites. In addition, a lack of funding would severely limit their efforts to provide citizens with historical information about Friendswood through their annual events.

RECOMMENDATIONS

Authorize the Mayor to execute the contract with the Friendswood Historical Society for maintenance and preservation of historical sites in the City in the amount of \$15,000.

The Historical Society Annual Report was presented to Mayor and Council at the November meeting.

ATTACHMENTS

1. CONTRACT 2021-22

CONTRACT

This contract is made and entered into by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas hereinafter called "City," and the Friendswood Historical Society, a nonprofit corporation located and operating in City, hereinafter called "Historical Society," each of said contracting parties acting by and through their respective hereunto duly authorized officers.

Witnessed

WHEREAS, Historical Society provides regular and ongoing services and programs which include, but are not limited to, the dissemination of information to the general public regarding historical facts and findings and the maintenance of historical grounds, buildings and markers within the City.

WHEREAS, City benefits from such services in that historical information and facilities are an important and historical part of this community; and

WHEREAS, City is desirous of Historical Society continuing and expanding such services for the benefit of the City and its inhabitants; now therefore,

For and in consideration of the mutual covenants and obligations contained herein, City and Historical Society agree as follows:

1. Historical Society shall maintain historical grounds, buildings and markers within the city limits of the City.
2. Historical Society shall collect and keep on file pertinent information as to the history and heritage of the community of Friendswood.
3. Historical Society shall disseminate information to the public regarding historical facts, findings and heritage of the community of Friendswood.
4. Historical Society shall provide an annual event in the Spring of 2022, which celebrates the history and heritage of the community of Friendswood.
5. Historical Society shall provide an annual report outlining the extent of its efforts in each of the above matters, which report shall be presented within nine (9) months of the date of execution hereof.
6. City shall pay Historical Society the sum of fifteen thousand dollars (\$15,000) for the aforementioned services. Such payment will be made within forty-five (45) days of the date of execution hereof.

The term of this Contract shall be for a period of one (1) year, commencing the date of execution hereof.

IN WITNESS WHEREOF, the parties have executed this Contract on this 6th day of December 2021, and further states that this Contract constitutes the entire agreement between the parties.

CITY OF FRIENDSWOOD

By _____
Mike Foreman, Mayor

ATTEST:

Leticia Brysch, City Secretary

FRIENDSWOOD HISTORICAL SOCIETY

By _____
President

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: December 6, 2021

Date submitted: 11/02/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding approving a contract with ICS for the public safety software update.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

As discussed in a prior City Council worksession, the police department has undertaken the task of identifying a new vendor for public safety software. This is due to the current software vendor's decision to discontinue the current software product - Central Square. After review, ICS has been chosen as the new vendor with their public safety software package. ICS is an H-GAC Contract vendor with many years of public safety software experience. A final quote and contract documents are presented for City Council review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This solution provides a standalone system for all public safety software needs for the police department. ICS has a proven record of successful implementation and support for their product.

RECOMMENDATIONS

Staff recommends Mayor and Council approval of the ICS contract documents and authorizes the City Manager to execute the contract with his signature.

ATTACHMENTS

1. Friendswood_IMP PLAN-IMPL-003 Imp Plan RevB2
2. ICS_Software Assurance_Friendswood_Rev2
3. ICS_Software License Agreement_Friendswood_Rev2
4. Friendswood_ICSQ2311-03
5. Friendswood Data Protection Clause Agreement



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**Project Implementation Plan
for the Installation of
ICS's Advanced Public Safety Software**

For

**City Of Friendswood, Texas
Friendswood Police Department**

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I. Appreciation

The ICS team is extremely pleased to enter into a partnership with the City of Friendswood to provide your public safety department with advanced technology and services. ICS strives to deliver unsurpassed products and services at a personal level, and with your partnership, foster an extremely close relationships with your public safety team at all levels. Our desire is to become an integral component of your city’s public safety mission.

II. Key Ingredients for a Successful Implementation

Over the years we have come to the realization that successful and timely implementations require specific key ingredients. The omission of any component will impact the overall success of this project.

Common Goals – All departments need to work harmoniously to achieve these goals:

- ✓ increase citizen's safety
- ✓ increase public safety personnel's safety
- ✓ improve agency efficiency

Personnel – Personnel skills and management style should exist in the following areas:

- ✓ Management is willing to support and defend process and procedure changes (even when resistance is encountered)
- ✓ No certifications are required, but IT personnel working on the project should be skilled in network (LAN/WAN), server and workstation optimization and troubleshooting
- ✓ GIS department is committed to maintaining accurate and timely map updates
- ✓ Vendor has extensive experience in automating public safety agencies

Equipment – The computer equipment and network infrastructure should possess the following attributes:

- ✓ sized to accommodate a three (3) year growth
- ✓ replaced every three (3) years to prevent critical outages
- ✓ isolated public safety equipment from the city's network (minimizes the number of single points of failure)
- ✓ all critical equipment is powered by an in-line Uninterruptible Power Source (UPS) for an extended period of time

By following our proven implementation plan we will achieve the team's goals in accordance to the project schedule.

III. Project Implementation Plan

Task	Task Description	Agency Responsible Party	Days to Complete	Target Date	Actual Complete	Dependent Task
1	Preliminary Project Management Tasks		1	11/15/21		
a.	Agency Project Manager			11/15/21		
b.	Agency System Manager			11/15/21		
c.	ICS Implementation Manager	CJ Koski		11/15/21		
d.	Addressing Liaison	APM		11/15/21		
e.	Dept. Agency Application Manager	APM		11/15/21		
f.	Review SOW with APM	APM		11/15/21		
g.	Develop Project Timelines	APM, ASM		11/15/21		
h.	Project Tracking & Reporting Method	APM		11/15/21		
i.	Review ICS Project Change Request Form & Delay Form	APM, ASM		11/15/21		
2	Orient the Project Team	APM, ASM	1	1/10/22		
3	Review & Prepare Current Site (BPR)	APM	5	1/20/22		
a.	Network Resource Specifications (System Requirements)	APM		1/20/22		
b.	Review Network Resource Specs.	ASM		1/20/22		
c.	Implement Resource Recommendations	ASM		1/20/22		
d.	Order Hardware & Software	ASM		1/20/22		
e.	Install Hardware (If Required)	ASM		1/20/22		
f.	Setup Remote Support for ICS	ASM		1/20/22		
g.	Install Software	ASM	2	2/25/22		
4	Verify MSAG Street Names = Planning Names = GIS Names	AL	5	2/25/22		
5	Conduct Agency - Wide Product Flow Presentation	APM, ASM, & All Dept. Mgrs		3/1/22		
6	Conduct Dispatch Implementation Review	APM	1	3/7/22		
7	Training for CMS (System Manager)	APM	2	3/11/22		
8	Master File Maintenance Training	Dept. Mgrs.	1	3/14/22		
9	Training on CAD & GEO; Setup Master Files	Dept. Mgrs.	5	3/15/22		
10	Dispatch/CAD GEO Implementation Services	ICS	20	4/28/22		
11	Application Software Training	ICS				
a.	Dispatch / CAD Training	ICS	5/16-17/2022	5/16-17/2022		
b.	Mobile Training	ICS	Training Week Day 1	5/23/22		
c.	Field Reporting Training (RMS)	ICS	Training Week Day 2	5/24/22		
d.	Case Management Training	ICS	Training Week Day 3	5/25/22		
e.	Property Room & Inventory Training	ICS	Training Week Day 3	5/25/22		
f.	Jail Management Training	ICS	Training Week Day 4	5/26/22		
g.	Personnel Management Training	ICS	Training Week Day 4	5/26/22		
h.	Incident Command	ICS	Training Week Day 4	5/26/22		
i.	Crime Analysis (plotting, graping & reporting)	ICS	Training Week Day 5	5/27/22		
j.	LexisNexis Citizen Portal	ICS	Training Week Day 5	5/27/22		
12	System Review	APM	5/27/22	5/27/22		
13	System GO LIVE	APM	6/1/22	6/1/22		
14	Data Conversion	ICS	20	5/17/22		
15	Management Review	ICS	6/15/22	6/15/22		
16	Additional Training (If Required)	ICS	11/7/22	11/7/22		

1. Preliminary Project Management Tasks:

a. Select Agency Project Manager (APM)

The Agency Project Manager will be the focal point for communications and decision making between ICS and the Agency. The ICS Project Manager will interface with the Agency Project Manager. The Agency Project manager will be responsible to the Agency management for project reporting.

b. Assign Agency System Manager (ASM)

This individual should possess a thorough knowledge of the city's network infrastructure. This is often, but not always, someone in the IT department at the agency or city.

A fundamental knowledge of the processes and operations of each department is a prerequisite. This position should continue post-project.

c. Assign ICS Implementation Mgr. (ICS)

The ICS Implementation Manager will be responsible for setting up the Communications plan, Project Schedule, SOW, and Implementation plan, and work with the APM and ASM to achieve their goals. They are the single point of contact for the agency during the implementations process.

CJ Koski
Implementation Project Manager, ICS
CJKoski@icspublicsafety.com
(972) 838-6277

Bio:

CJ has a history of successful implementations, starting with a simplistic step by step guide within each project. Prior to joining ICS, CJ worked with the Frisco Police Department for 20 years; including roles as a Master Peace Officer, TCOLE Instructor, SRO, CID Financial, Property and Juvenile Patrol Corporal, and Federal East Texas Theft Taskforce.

- d. **Assign Addressing Liaison (AL)**
Communicates with E911 Provider, Planning, GIS and CAD/GEO to coordinate consistent and accurate addressing
- e. **Assign Department Mgrs./Reps.**
Reviews, seeks approval from the APM and implements operating procedure changes. The ICS team will make recommendations to allow the city to achieve optimum efficiencies from this project. Enthusiastic, congenial, and timely implementation of new procedures are a key component to a successful implementation.

Representatives for Dispatch (police, Fire and EMS), Law Records, Property Room & Personnel, Patrol, CID & Jail are typically engaged.
- f. **Review the Statement of Work (SOW) with APM**
Software listed in the Software License Addendum lists the Agency's public safety dispatch, mobile and records software solution. ICS will be responsible for delivering and installing the items specified in this SOW so that they operate according to the contractual and manufacturer's specifications. Upon completion of this project all ICS responsibilities will be considered complete and the Agency will operate according to the appropriate ICS software support agreements
- g. **Develop Project Timelines with Resources & Completion Dates**
After reviewing the SOW and the Project Implementation Plan, the APM, ASM and ICS will assign resources and target completion dates.
- h. **Project Tracking and Reporting Method**
ICS and APM will track & evaluate project progress. In our experience, the most effective methods of project management have also been the simplest. ICS recommends the APM utilize this plan to manage the project along with an Action register maintained by ICS. This plan includes the essential ingredients for a successful implementation:
 - 1) All Tasks - Outlined in sequence

- 2) Resource Requirements- Primary and supporting personnel are noted in the SOW "Responsibility" area. Individuals will be listed such as department managers, key users, individuals with expertise in a particular area.
- 3) Estimated Days to Complete and Target Completion Date – Targets are the most difficult dates to estimate due to the team having to perform dual roles (this project plus their normal assignments). Estimated time estimates are given where appropriate in the SOW.
- 4) Actual Comp Date – Allows the APM and ICS PM to spot patterns, such as Change Requests scope-creep, so the entire project plan can be adjusted to improve accuracy. A Risk register will be maintained.
- 5) Dependency Tasks – Tasks that cannot start until all prerequisite tasks are complete. This will be displayed in a Gantt chart.

- i. **Review ICS Project Change Request and Project Delay Notice Forms**
These forms are utilized to communicate events that will cause an alteration to the project scope and/or delivery time.

2. Orient the Project Team

Present the project objectives and approach to the project team. This is a time to acquaint the entire project team as to the goals and the steps required to achieve or measure these goals.

All members of the team should be present for this orientation. This includes all department managers and key personnel that will be contributing to the success of the project.

The Project Change Request and Project Delay Notice forms will be presented along with their intent.

3. Review and Prepare Current Site

- a. **Network Resource Specifications**
Complete the "Network Resources Specifications" form (attachment) for all critical equipment

- b. Review Network Resource Specs.
Review the "Network Resources Specifications" forms and make recommendations/suggestions:
 - Reliability (redundancy, age of equipment, etc.)
 - Performance (must accommodate current and future call volumes)
 - Compatibility (meets current technology requirements)
- c. Implement Resource Recommendations
- d. Order Hardware & Software (if required)
 - ICS Orders S/W: TLETS comm. (requires IP address of application server)
 - ASM Orders Required Hardware: SQL Server, IIS server, law records workstations (can utilize any contemporary browser), CAD and mobile clients (requires Microsoft Windows 7 or better), etc.
 - ASM Orders S/W: MS SQL O/S 2012 or better, MS SQL Server 2012 or better (IIS is included with MS Server Standard), Net Motion, GPS/AVL devices.
 - 911 Serial Cables, Evidence Scanner/Printer, Jail Camera, 911 New Mnemonic
- e. Install Hardware (if required)
 - SQL server
 - Application servers
 - Workstations
 - Mobile devices (laptops, tablets, etc.) specific to SOW
 - US Digital Design equipment
- f. Setup Remote Support for ICS
 - Add an ICSSUPPORT user with admin rights to public safety segment of network
 - Forward VPN software and login for remote ICS Support
- g. Install Software
Install all software listed in "ICS Software License Addendum"

4. Verify MSAG Street Names = Planning Names = GIS Names

ICS's map centric public safety software requires your E911 provider's Master Street Address Guide (MSAG) data match your GIS map data.

Steps to Ensure Your Master Street Address Guide (MSAG) and GIS Maps Match:

- 1) *E911 Provider (Initial)* – Contact your E911 vendor and get a copy of their MSAG list (in csv or xls format).
- 2) *Planning* – Contact your planning department and get a copy of all street names and house number ranges. These should be the actual names printed on street signs. All should be USPS compliant.
- 3) *In-house Compare and Modify* – Compare the Planning naming convention to the MSAG list. Where differences appear either change Planning's names or contact the 911 provider and request changes.
- 4) *911 Provider (Verification)* – After the 911 provider has completed the requested changes, get a revised copy of the MSAG list. Verify that all requests have been accurately applied.
- 5) *GIS* – Contact your GIS department and get a copy of their updated map database.
- 6) *ICS Verification* – Forward a copy of the MSAG and GIS data to ICS. ICS will utilize a compare tool to electronically verify the street naming conventions are identical.

This tool will verify that the following street data items are identical and report mismatches:

House no range-left (101-199)

House no range-right (100-198)

Pre-directional (N)

Name (MAIN)

Type (ST)

Post-directional (W)

City name-left (FRIENDSWOOD)

City name-left	(FRIENDSWOOD)
County name-left	(FRIENDSWOOD)
County name-left	(FRIENDSWOOD)
State-left	(TX)
State-right	(TX)
Zip Code-left	(77089)
Zip Code-right	(77089)

- 7) *GIS* – When GIS has completed the modifications outlined in the above report, an updated map shape file will be produced.
- 8) *ICS Re-Verification* – When a minimum accuracy of 99% is achieved ICS will train your CAD/GEO personnel how to enter new street names and modify erroneous ones (with the ICS GEO Wizard).

When all tables are accurate you can be assured that officers will be able to respond to citizen's needs in the timeliest fashion. Anything short of 99% accuracy is not acceptable in a public safety environment.

5. Conduct Agency-Wide Product Flow Presentation

ICS will step through the entire suite of software and highlight benefits and key workflow processes prior to the training sessions.

Department managers will take this opportunity to contrast current policies and procedures. A policy and/or procedure change request document will be produced for management approval in the event an SOP will change due to features of the new software.

Because of these refinements, the department will be able to take full advantage of the new system's capabilities and incorporate those refinements in the training sessions.

6. Conduct Dispatch Implementation Review

- Select SMTP Gateway Provider (Exchange, G-Mail, etc.) - used for all paging/running orders messages
- TLETS Preparation (complete DPS security check list)
- Submit TLETS request letter to DPS
- E911 Preparation - Serial cable connection pin-outs
- Data stream format from 911 provider
- Workstation Site Prep (flat panel mounts, etc.)

7. Training for the ASM (Agency System Manager)

- One class with up to ten students.
- System Management
- Manage your network - Software installation, setup user, backup a SQL database
- Troubleshoot application servers/gateway computers.
- Maintain and troubleshoot ICS application software
- Train on the operation of interfaces

8. Training on Code Table Maintenance

- Each dept will assign an individual(s) to review and maintain code tables
- Provide training on the ICS Management Console
- Provide direction as to the meaning and purpose of each code table

9. Training on CAD & GEO; Setup Master Files

- Build Street table from corrected E911 MSAG file
- Train Dispatch personnel on GEO setup
- Enter and verify GEO data (agencies, grids, districts, etc.)

10. Dispatch/CAD Implementation Services

- Review and modify:
 - o Dispatch code tables
 - o Law Records code tables
 - o Case Management code tables
 - o Property Room code tables
 - o EOC/ICS code tables

11. Training – CAD, RMS & Mobile

a. Dispatch/CAD Training

Complete training on Athena CAD. This training is focused on dispatchers and related managers.

- Imperative that a representative from each agency attend
- Review Dispatch and GEO code tables
- Train on Dispatch administration
- Test response plans
- Test address scenarios
- Train on Dispatch operation

b. Mobile Training

Complete training on Athena Mobile. This training is focused on police, patrol, fire, EMS, SRO and other end users of the software.

- Train on MDC use and functionality
- Train MDC geography

c. Arrest/Incident Report Training

Complete training on Athena RMS. Writing reports, attaching data sets, and summary reports.

- Train on retrieval of data within RMS

d. Case Management Training

This training is focused on CID personnel; but is good for everyone involved in cases.

- Train on case workflow
- Train on case management

e. Property Room Training

- Train on property room management

f. Jail Management Training

- Train on jail management

g. Personnel Management Training

- Train on personnel management features

12. Review System Operations

- Review system operation with sample transactions after all code tables have been built and verified by ASM

13. Go-Live

14. Convert Data

- Import master records (name, vehicle, property, property room)
- Import summary transaction records

15. Review Management Workflow

Review procedures and recommend methods and/or procedure changes
Provide additional training on daily, weekly, monthly, and yearly management-by-exception reports/queries.

16. Implementation Review

Review to ensure no additional training is required and all milestone have been met.

IV. Risk Register

Project concerns that may impact the schedule, or may be an action item after project completion, will be logged here. Status defined as Open or Closed.

Risk #	Summary	Owner	Reason/Cause	Effect on Project	Target Date	Stat



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Project Change Request

Subject:

Requestor:

Date:

Detailed description of proposed change:

Cost to investigate (if any):

Description of impact on project schedule:

Additional cost to implement:

Change Approved By Client: _____ **Date:** _____

Change Approved By ICS: _____ **Date:** _____

SOFTWARE ASSURANCE ADDENDUM

INTEGRATED COMPUTER SYSTEMS, INC. ("ICS") and Licensee desire to supplement and amend the ICS Software License Agreement. This Addendum ("Addendum") is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

Integrated Computer Systems, Inc. ("ICS")
3499 FM 1461
McKinney, Texas 75071

and

City of Friendswood, Texas
910 S. Friendswood Drive
Friendswood, Texas 77546
("Licensee/Customer")

IN CONSIDERATION OF the terms and conditions of the ICS Software License Agreement, this Addendum, and other good and valuable consideration, the premises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

Unless the context otherwise provides, the terms defined in this section shall, for the purposes of this Addendum, have the meaning herein specified.

- A. **Enhancement.** Any modification or addition that, when made or added to the Licensed Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.
- B. **Update.** An update is defined as a change or error corrections made to the existing ICS Licensed Software and includes but is not limited to, changes made to bring current any function or functions.
- C. **Licensed Software.** One or more of the computer software components and/or software interfaces developed by ICS, as identified in one or more ICS Sales Quotes and/or ICS License Agreements between the parties, and which is licensed to Licensee pursuant to the ICS License Agreement. The Licensed Software specifically excludes computer software not developed by ICS, but that might be used in conjunction with the ICS software; such as, word processors, spreadsheets, terminal emulators, etc., hereinafter referred to as "Third Party Software".
- D. **Error.** Any failure of the Licensed Software to conform in all material respects to its functional specifications as published from time to time by ICS.
- E. **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Software, establishes material conformity of the Licensed Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the practical adverse effect on Licensee of such nonconformity.
- F. **Updates.** New versions of the Licensed Software, including all Error Corrections and Enhancements.
- G. **Response Time.** Within six (6) Coverage Hours, from the time Licensee first notifies ICS of an Error until ICS initiates work toward development of an Error Correction.
- H. **Coverage Hours.** The hours between 8:00 AM and 5:00 PM, Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of ICS.
- I. **Agency Application Manager.** A representative of Licensee who has been certified on the Licensed Software by ICS, and is able to communicate effectively with ICS support personnel in the description and resolution of problems associated with the Licensed Software.
- J. **After-hours Support.** An emergency Error Correction provided to Licensee during non-Coverage Hours for specifically designated Licensed Software.

2. Eligibility for Support



ICS's obligation to provide Services with respect to the Licensed Software may be terminated or suspended, at ICS's discretion, if at any time during the term of this Addendum any of the following requirements are not met:

- Licensee must have a valid ICS License Agreement for the Licensed Software in effect at all times;
- Licensed Software must be operated on a hardware and software platform approved by ICS;
- Licensee must be current and in compliance with all ICS billings.

ICS may require Licensee to appoint a new Agency Application Manager if ICS determines that the acting Agency Application Manager does not have the training or experience necessary to communicate effectively with ICS support personnel.

3. Software Support Services

In accordance with the terms and conditions of this Addendum, ICS shall provide Licensee with the following software support services for the ICS Licensed Software and Sublicensed Software as specified in this Addendum, during Coverage Hours:

- A. ICS shall maintain a software support team capable of receiving from the Agency Application Manager, by telephone or e-mail, reports of any software irregularities, and requests for assistance in use of the Licensed Software.
- B. ICS shall maintain a trained staff capable of delivering support services set forth in this Addendum.
- C. ICS shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to ICS in accordance with ICS's standard reporting procedures. ICS shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, ICS shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and ICS shall include the Error Correction in all subsequent Releases of the Licensed Software. ICS will support one (1) version back from the most recently released version.
- D. ICS may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if ICS so elects, major Enhancements. Though it is not standard ICS policy nor practice, ICS reserves the right to in the future require additional license fees for major Enhancements. ICS shall provide Licensee with one copy of each new Release, without additional charge. ICS shall provide reasonable assistance to help Licensee install and operate each new Release, provided that such assistance, if required to be provided at Licensee's facility, shall be subject to the supplemental charges set forth in ICS's current Fee Schedule.
- E. ICS shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Licensed Software (including, without limitation, data field additions and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by ICS and Licensee.
- F. ICS shall provide After-hours Support by providing Error Corrections for the Licensed Software noted on the attached ICS quotation as "24 X 7". All other After-hours support requests will be billed at ICS's then current overtime rate with a two (2) hour minimum.

4. Licensee Obligations

- A. Licensee must maintain and provide ICS, at no cost to ICS, a broadband internet connection to the Licensee's network utilizing current Cisco VPN technology (or equivalent). This connection will be available 24 hours per day 7 days a week and will provide full access to all workstations/devices, application servers and SQL servers that utilize the Licensed Software.
- B. A representative of Licensee's IT department must be present when any on-site support is provided. Licensee agrees that if such representative is not present when the ICS representative arrives on site, the ICS representative shall notify an appropriate representative of Licensee, if feasible, that there is no Licensee IT representative present. If Licensee's IT representative does not arrive within a reasonable time, no work will be performed and Licensee will be charged for all

- expenses incurred and relating to the visit.
- C. All communications between Licensee and ICS must be in the English language.
 - D. Licensee is responsible for providing one or more qualified Agency Application Managers as described in Section 5. At least one Agency Application Manager must be available at all times (however, after-hours availability is required only when and if Licensee is requesting After-hours Support from ICS).
 - E. Licensee is responsible for providing all network and server security.
 - F. Licensee must provide ICS with information sufficient for ICS to duplicate the circumstances under which an Error in the Licensed Software became apparent.

5. Agency Application Manager Requirements

- A. ICS recommends that the Licensee designate multiple Agency Application Managers - one for each ICS License Software module, i.e., computer aided dispatch, law records, fire records, mobile patrol, investigations, jail, GIS, etc.). This assignment should align with the individual's area of expertise, knowledge and/or management responsibilities.
An Agency Application Manager must be available to provide after-hours assistance. This is due to the high percentage of support requests that are Licensee procedure related and not related to the Licensed Software.
- B. The designated Agency Application Manager(s) must be trained and certified by ICS within sixty days of the Licensee's go-live date of the Licensed Software. The designated manager(s) must attend, participate in, and successfully pass the final written and practical examinations relating to the assigned ICS training courses in order to meet the minimum certification level.
- C. Licensee will be responsible for the costs of such training, including any course fees, travel and lodging expenses, subject to the limits on reimbursement in compliance with the State of Texas Travel Regulations.
- D. Contact information for the Agency Application Manager(s) must be made available to ICS upon acceptance of this Addendum.
- E. Requests for support services received by anyone other than an Agency Application Manager, will be Billable time at ICS current rates.
- F. Each designated Agency Application Manager must be qualified to address, or have other support resources to address, without the aid of ICS, all problems relating to hardware, software or operating system not directly associated with the Licensed Software.

6. Software Covered

This Addendum shall apply to all ICS Licensed Software. If Licensee acquires additional Licensed Software, such software shall upon its Software Installation Date become subject to this Addendum. The annual fees for such additional Licensed Software shall be added, as relevant, to the annual fees already charged to Licensee.

7. Fees and Payment

For the services provided herein, Licensee agrees to pay the annual software support fee as specified in this Addendum.

Upon the effective date of this Addendum, Licensee agrees to pay ICS all of the one-time charges and the annual fee. Thereafter, the annual SAP support fee is due on or before the first month of every year this Addendum is in effect. The annual support fee will be invoiced on October 1st of each year; and will be prorated based on the contract date for the first year after the contract date.

8. Term

This Addendum shall become effective on the date executed by an officer of ICS and shall have an initial term commencing upon the effective date and ending upon the last day of the first year this Addendum is in effect. This Addendum shall automatically renew for subsequent one-year terms, in perpetuity, unless either party gives the other party at least thirty days' notice of its intent not to renew.

9. Installation

If Licensee provides ICS Cisco VPN connectivity (or equivalent), then ICS shall install the enhancements, updates, and error corrections upon the Licensee's server at no charge. If Licensee does not provide Cisco VPN connectivity then ICS shall install such Enhancements in accordance with the section entitled 'Time and Materials Services'.

10. Updates

From time to time, ICS, in its sole discretion, may choose to make Updates to the ICS Software. If ICS does make such Updates, ICS shall provide them to Licensee in accordance with the section entitled 'Installation'.

- A. These Updates may contain error corrections, enhancements and mandated legislative changes. It is the responsibility of the Licensee to promptly notify ICS of such mandated legislative changes. It is ICS's sole discretion as to which specific changes are to be implemented and when they will be provided to Licensee.
- B. Licensee acknowledges that Updates may not function with certain configurations of hardware and software and that in order to function, the Updates may require replacements or additional hardware and software at an additional cost to Licensee.
- C. Licensee also acknowledges that the Updates, when in use, may utilize more system resources than the Licensed Software currently installed. Such additional system resources include, but are not limited to, additional auxiliary storage, additional memory, and additional use of the CPU.
- D. Licensee also acknowledges that ICS does not provide software updates to third party software unless specifically stated.

11. Time and Materials Services

The services identified in this section are specifically NOT covered by this Addendum. ICS strongly recommends that Licensee secure a separate support agreement with third party vendors for all non-ICS products. ICS may, in its discretion, provide such services to Licensee upon request, for an additional fee as the parties may agree in writing.

- A. Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- B. Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- C. Restoration and/or recovery of data files and/or the operating system.
- D. Any breach of warranty, damages to the Licensed Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of any software not specifically licensed by ICS to Licensee for use in connection with the Licensed Software. Any assistance provided by ICS in resolving such problems shall be charged to Licensee on a time and materials basis. Additionally, any unauthorized use of the software in connection with the Licensed Software by Licensee (or by a third party with Licensee's knowledge) may result, at ICS's sole option, in avoidance of warranties, an increase in the annual maintenance and support fees under this Addendum, and/or loss of rights to upgrades under this Addendum.
- E. Support for Licensed Software problems caused by Licensee misuse, alteration or damage to the Licensed Software or Licensee combining or merging the Licensed Software with any hardware or software not supplied by or identified as compatible by ICS, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturers specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- F. Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- G. Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- H. On-site service visits to Licensee's facility.
- I. Printers are not supported by ICS.
- J. Support provided to Licensee's personnel other than the Agency Application Manager.
- K. Performing user training, system management, or implementation services.

L. Any other services performed by ICS and not otherwise provided for in this Addendum.

12. Signatures

Accepted and Approved:

Licensee: _____ Integrated Computer Systems, Inc.

By (signature): _____ By (signature): _____

Printed name: _____ Printed name: Kyle Indermuehle

Title: _____ Title: CEO

Date: _____ Date: 10/18/2021

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

Integrated Computer Systems, Inc. ("ICS")
3499 FM 1461
McKinney, Texas 75071

and

City of Friendswood, Texas
910 S. Friendswood Drive
Friendswood, Texas 77546
("Licensee/Customer")

Licensee desires to license from ICS certain software owned by ICS, as set forth in the ICS Quotation executed by the Licensee in connection with this Agreement, and ICS desires to grant such a license to Licensee, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensed Software

1.1 ICS'S LICENSED SOFTWARE IS COPYRIGHTED BY ICS AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). ICS DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED SOFTWARE TO LICENSEE. THE LICENSE OF THE LICENSED SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ICS HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

1.2 In consideration of the payment of the license fees set forth in the ICS Quotation pertaining hereto, ICS grants Licensee a non-exclusive, non-transferable license to use the package of computer programs (in machine-readable form only), data, and related materials, including documentation and listings, identified in the ICS Quotation (the "Licensed Software"), subject to the terms of this Agreement (including the restrictions with respect to Data Conversion set forth in Section 7).

1.3 ICS will supply fully functional databases with sample records. These databases contain proprietary engineering, data structures and stored software procedures (improves performance by processing on the server). ICS supplied databases with imbedded stored procedures are additional Licensed Software. The Licensee owns the data stored inside the databases and can export the data to be used for any purpose.

2. Licensee Rights

2.1 Licensee may install and use the Licensed Software only in Licensee's own facility. Licensee shall give ICS written notice if the location of Licensee's facility changes.

2.2 Licensee may use and execute the Licensed Software only for purposes of serving the internal needs of Licensee's agency, except as specifically set forth in this Agreement.

2.3 Licensee may make one copy of the Licensed Software for non-productive backup purposes only, provided that ICS's proprietary notices are included.

2.4 Licensee may reproduce (photocopy) Licensed Software documentation according to Licensee's needs for the authorized use of the Licensed Software. To the extent consistent with the Texas Public Information Act, Licensee may not distribute any original or reproduced copy for use outside of the Licensee's place of business and must not reveal it or any other ICS documentation, or the Licensed Software itself, to competitors of ICS or to any other third party unless they have a need to know such information for the proper purposes of this Agreement or are ordered by the Texas Attorney General.

2.5 If Licensee and a third party entity (the "Shared Agency") desire to enter into an arrangement whereby Licensee will act as a "Host Agency" and permit the Shared Agency to access the Licensed Software through Licensee, the Shared Agency and ICS will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. ICS will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify ICS and cooperate as reasonably requested by ICS in the event of any non-compliance.

3. Fees and Payments

Licensee agrees to pay for the ICS Licensed or Sublicensed Software. Upon execution of this Agreement, Licensee agrees to pay fifty percent (50%) of the license fee specified in this Agreement, unless otherwise specified in this Agreement. Within ten (10) days after the Software Installation Date, Licensee agrees to pay the balance of the fees specified herein.

4. Support

ICS shall support the Licensed Software in the manner specified in the "ICS Software Assurance Addendum" between the parties (the "Assurance Addendum"). Licensee is required to maintain the Assurance Addendum in force as a condition to the license of the Licensed Software under this Agreement.

5. Licensee Responsibilities

5.1 Licensee is responsible for selecting Agency Application Managers (one for each application area/department may be assigned) who are qualified to operate the Licensed Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Software. ICS reserves the right to refuse assistance or to charge additional fees if the ICS Application Manager seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Software.

5.2 Other components (hardware and/or software) may be required for the use of the Licensed Software. ICS assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Software will operate. Such environment includes, but is not limited to, use of the appropriate operating system at the version and release levels specified by ICS.

5.4 Except as expressly agreed in writing, ICS assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Software

6. Proprietary Protection and Restrictions

6.1 ICS shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Software and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by ICS. The Licensed Software may also include software separately licensed to ICS from third party licensors. Such third party software is sublicensed to Licensee and protected pursuant to the terms of this Agreement, and may be used only in conjunction with the Licensed Software. This Agreement does not provide Licensee with title or ownership of the Licensed Software or any component thereof, but only a limited license. ICS and its licensors specifically reserve all rights not expressly granted to Licensee in this Agreement. Licensee must keep the Licensed Software free and clear of all claims, liens, and encumbrances.

6.2 To the extent authorized by the Texas Public Information Act, Licensee may not allow any other agency, entity, or individual to use or have access to the Licensed Software in any manner other than inquiry unless expressly authorized by ICS. Except as specifically authorized by ICS, queries may be conducted solely for Licensee's internal business purposes, and Licensee may not query the Licensed Software, or permit any third party to query the Licensed Software, for a third party's business purposes.

6.3 Licensee may not use, copy, modify, rent, share or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by ICS or ordered by the Texas Attorney General. Licensee may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Software.

6.4 To the extent authorized by the Texas Public Information Act, Licensee may not utilize or permit a third party to access or utilize any part of the Licensed Software in any manner that competes, directly or indirectly, with any product or service provided by ICS. This includes, without limitation, using the Licensed Software to develop any software, interfaces or other products that compete with ICS's products or services, or using interfaces or other products connecting to the database of the Licensed Software in connection with a third party's competing product.

6.5 No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by ICS. Licensee may not install the Licensed Software in any other computer system or use it at any other location without ICS's express authorization obtained in advance (which will not be unreasonably withheld).

6.6 To the extent authorized by the Texas Public Information Act, Licensee shall keep confidential all non-public information provided to Licensee by ICS ("Confidential Information"), including the Licensed Software, future product plans, price lists, financial and business information, trade secrets, etc. To the extent authorized by the Texas Public Information Act, Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement or if ordered by the Texas Attorney General. To the extent authorized by the Texas Public Information Act, Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give ICS's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

6.7 Licensee hereby authorizes ICS to enter Licensee's premises in order to inspect the Licensed Software in any reasonable manner during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement.

6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, ICS will not have an adequate remedy in money or damages. To the extent authorized by Texas Law and Constitution, ICS shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction within the state courts of Galveston County, Texas immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

7. Data Transfer and Conversion

7.1 Unless otherwise specified in this Agreement, Licensee shall furnish all necessary data to ICS for transfer into the ICS system. All data will be provided to ICS in a Global Justice XML format or other mutually agreed upon data format. Licensee is responsible for insuring that all proprietary rights to the data provided to ICS are not in breach of any third party agreements between the Licensee and vendor/third party.

7.2 Data converted and transferred to the ICS system will be provided "as is". ICS makes no warranty for the fitness or use of the data within the ICS Licensed or Sublicensed Software.

7.3 No data transfer or conversion will be provided unless specifically stated herein.

7.4 If Licensee fails to supply the data as prescribed herein to ICS within 60 days of the ICS request for the data then ICS may cancel the data transfer/conversion agreement and refund the prorated amount of unused monies to the Licensee.

8. Limited Warranty, Limitation of Liability and Indemnification

8.1 ICS warrants for Licensees benefit alone, that the Licensed Software conforms in all material respects to the specifications for the current version of the Licensed Software as described in ICS's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of Twelve (12) months. This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Licensed Software.

8.2 ICS is not responsible for obsolescence of the Licensed Software that may result from changes in Licensee's requirements. The warranty in Section 8.1 shall apply only to the most current version of the Licensed Software issued by ICS from time to time. Issuance of updates do not result in a renewal or extension of the warranty period, ICS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Software. ICS is not responsible for any problems or errors with the Licensed Software or Licensee's system resulting from use of data import utilities. Licensee expressly acknowledges that any use

of “write” or “update” features of import utilities may damage Licensee’s database or cause other problems with its’ system.

8.3 As Licensee’s exclusive remedy for any material defect in the Licensed Software for which ICS is responsible, ICS shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event ICS does not correct or cure such nonconformity or defect after ICS has had a reasonable opportunity to do so, Licensee’s exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Licensed Software. ICS shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Software if Licensee has made any changes whatsoever to the Licensed Software, if the Licensed Software has been misused or damaged in any respect, or if Licensee has not reported to ICS the existence and nature of such nonconformity or defect promptly upon discover thereof.

8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ICS AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

8.5 IN NO EVENT SHALL ICS AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES TO THE EXTENT ALLOWED BY LAW; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE BY THIRD PARTIES, EVEN IF ICS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

8.6 If a court or other legal authority finds that any part of the Licensed Software infringes a third party’s intellectual property rights, or if ICS believes that it infringes, ICS will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Software so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; provided that if in ICS’s judgment such options are not commercially reasonable, ICS may terminate the license for the Licensed Software or the infringing portion thereof upon written notice to Licensee. ICS will have no liability for infringement arising out of modification of the Licensed Software by any party other than ICS, use of an outdated version of the Licensed Software, or the combination or use of the Licensed Software with any other software, hardware, equipment, product or process not furnished by ICS, if use of the Licensed Software alone and in its’ current, unmodified form would not have been an infringement. ICS is not liable for any infringement claims based upon third party software or hardware.

9. Term of Agreement and Termination

9.1 Licensee’s license of the Licensed Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated in accordance with this Agreement. This Agreement shall automatically terminate upon termination of the Assurance Addendum for any reason, including Licensee’s failure to pay the required support fees.

9.2 Licensee may terminate this Agreement at any time upon written notice to ICS, subject to any outstanding obligations and financial commitments of Licensee listed in the related ICS Quotation (e.g., Licensee’s obligation to pay license fees is not rescinded by such termination).

9.3 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to ICS and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee’s possession or use of the Licensed Software, Licensee must return or destroy, as requested by ICS, all copies of the Licensed Software in Licensee’s possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Software (including all copies thereof). Licensee agrees to certify Licensee’s compliance with such restriction upon ICS’s request. The terms of Sections 6, 8.4, 8.5, 8.6, 9.3, and 10 shall survive termination or expiration of this Agreement.

10. Miscellaneous

10.1 This Agreement, the ICS Quotation and the Assurance Addendum (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in

writing and is signed by an authorized representative of each party.

10.2 This Agreement will be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Galveston County, Texas state courts with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas or the Licensee, the City of Friendswood, Texas.

10.3 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

10.4 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

10.5 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

10.6 In the event export of the Licensed Software is expressly permitted by ICS, Licensee may only export the Licensed Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Software may not be exported into any country where such export is prohibited by law, regulation or governmental order.

ICS DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED SOFTWARE WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, ICS IS PREPARED TO FULLY DISCUSS THE LICENSED SOFTWARE WITH LICENSEE AND ANSWER QUESTIONS BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEES COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED SOFTWARE, LICENSEE FINDS THE LICENSED SOFTWARE TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

11. Signatures

Accepted and Approved:

Licensee: _____ Integrated Computer Systems, Inc.

By (signature): _____ By (signature): _____

Printed name: _____ Printed name: Kyle Indermuehle

Title: _____ Title: CEO

Date: _____ Date: 10/18/2021

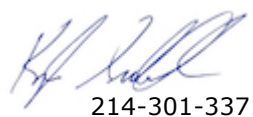
**Integrated Computer Systems**

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

QUOTATION

Number: ICSQ2311-03

Date: Nov 10, 2021

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

Mobile and RMS Software

Expiration Date	P.O. Number	Requested Install Date	Terms
12/31/2021			Net 30

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

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

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

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

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

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

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

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

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

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

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

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

FRIENDSWOOD DATA PROTECTION CLAUSES

This Data Protection Clause Agreement (“Agreement”) is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

City of Friendswood, Texas
910 S. Friendswood Drive
Friendswood, Texas 77546
 (“Licensee/Customer”)

and

Integrated Computer Systems, Inc. (“ICS”)
3499 FM 1461
McKinney, Texas 75071
 (Licensor, vendor)

Comprehensive Data Protection Clauses (Including Exhibit Language):

Customer Data and Intellectual Property. All right, title, and interest in Customer Data (as defined below) will remain the property of Customer. Licensor has no intellectual property rights or other claim to Customer Data that is hosted, stored, or transferred to and from the Products or the platform provided by Licensor, or to Customer’s Confidential Information. Licensor will cooperate with Customer to protect Customer’s intellectual property rights and Customer Data. Licensor will promptly notify Customer if Licensor becomes aware of any potential infringement of those rights in accordance with the provisions of this Agreement.

Security and Data Protection.

1. Customer Data and Security. All Customer Data that will be hosted by Licensor under this Agreement will be hosted at data centers maintained and operated by The City of Friendswood located in Friendswood, TX. For purposes of this Agreement and the Exhibits attached hereto “Customer Data” shall include any Customer Confidential Information, and any personally identifiable information relating to any customers, end users or employees of Customer, its suppliers or contractors (“ Personal Data”), to which Licensor has or may have access in connection with the operation or administration of Licensor’s platform, or in connection with the performance of Professional Services by Licensor for Customer under this Agreement or any applicable Statement(s) of Work. All Customer Data will be encrypted in transport and will not be transferred to any other hosting entity or location without the prior written consent of Customer.

Licensor will provide the following available services and functions as part of the Software without additional cost:

- (i) the use of encryption technology to protect Customer Data from unauthorized access; and
- (ii) Licensor will comply with the requirements of Exhibit (Data Security) and implement the Data Safeguards set forth in this Section, and Licensor will further implement reasonable security standards that it determines are necessary, but in no event less than industry standards, to protect (i) the physical security of the Licensor office(s), Data Centers, or computer(s) used to access, maintain, or use of Customer Data; and (ii) Licensor's network, all operating systems and software applications, and all data storage systems and media provided by Licensor or its licensors or contractors, or operated or provided by Customer that connect or interface with Licensor's Products, Software or platform, from being subject to any Disabling Devices (as defined in Exhibit (Data Security) attached to this Agreement).

2. Data Safeguards. Licensor has represented to Customer that Licensor will not be permitted to access Customer Data stored or contained in the Products or Licensor's platform, and Licensor will have no ability to manipulate, modify or control such Customer Data. If any support services or Professional Services provided by Licensor may involve Licensor or its personnel having or requiring access to Customer servers, Customer applications, and/or Customer Data, Licensor shall comply with the provisions of this Section and Exhibit (Data Security) attached hereto, and shall agree to the Software Assurance Addendum agreement with Customer to govern such access and protect any Customer Data that may be subject to such access. To the extent Customer grants Licensor access to Customer Data, or Licensor has access to or stores or holds any Customer Data, Licensor agrees to:

- (i) access and use the Customer Data solely for the purpose of providing Customer with access to the Products, Software and Licensor's platform, and to provide Professional Services to Customer in accordance with the terms and conditions of this Agreement and any applicable Statement(s) of Work;
- (ii) maintain physical, technical, and administrative safeguards (including but not limited to those set forth in this Section, Exhibit (Data Security) attached to this Agreement, and in any event no less than industry standards in the cloud computing/online services industry) to protect the Customer Data against unauthorized access, use, or disclosure while it is accessible to or held by Licensor ("Data Safeguards"); and
- (iii) not disclose the Customer Data to any third party, except: (x) to its employees, consultants or contractors who need to have access to such information and solely for purposes of providing Professional Services to Customer, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in this Agreement; and (y) to the extent required by a judicial order or other legal obligation, provided that, to the fullest extent permitted by law, Licensor will

promptly notify Customer of such a required disclosure to allow intervention by Customer (and will cooperate with Customer) to contest or minimize the scope of the disclosure.

3. Standard Operating Procedures (SOP's) and Internal Controls. Licensor will adhere to and follow best practices for cybersecurity concerning SOP's and internal controls. Best efforts based on NIST and CIS controls frameworks.

4. Data Breach. Licensor further agrees that it will monitor and test its Data Safeguards from time to time, and further agrees to adjust its Data Safeguards from time to time considering relevant circumstances or the results of any relevant testing or monitoring. If Licensor suspects or becomes aware of any unauthorized access to any Customer Data or Personal Data by any unauthorized person or third party, or becomes aware of any other security breach relating to Personal Data held or stored by Licensor under this Agreement or in connection with the performance of the Professional Services or other services performed under this Agreement or any Statement(s) of Work ("Data Breach"), Licensor shall immediately notify Customer in writing and shall fully cooperate with Customer at Licensor's expense to prevent or stop such Data Breach. In the event of such Data Breach, Licensor shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach. Licensor will defend, indemnify and hold Customer, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third-party claim arising from breach by Licensor of its obligations contained in this Section, except to the extent resulting from the acts or omissions of Customer. All Personal Data to which Licensor has access under this Agreement, as between Licensor and Customer, will remain the property of Customer. Customer hereby consents to the use, processing and/or disclosure of Personal Data only for the purposes described herein and to the extent such use or processing is necessary for Licensor to carry out its duties and responsibilities under this Agreement, any applicable Statement(s) of Work, or as required by law. Licensor will not transfer Personal Data to third parties other than through its underlying network provider to perform its obligations under this Agreement. All Personal Data delivered to Licensor shall be stored in the United States or other jurisdictions approved by Customer in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of Customer.

Data Security Exhibit:

EXHIBIT

Data Security

Notwithstanding anything to the contrary contained in the Master Services and License

Agreement to which this Exhibit is attached ("Agreement"), and all other Exhibits thereto, and in addition to and not in lieu of other provisions in the Agreement and the Exhibits thereto, Licensor agrees as follows:

1. General Security Procedures

1.1 Without limiting Licensor's obligation of confidentiality as further described in the Agreement and herein, Licensor will be responsible for establishing and maintaining an information security program that is designed to:

(i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (iii) protect against unauthorized access to or use of the Customer Data; (iv) ensure the proper disposal of Customer Data, as further defined herein; and (v) ensure that all subcontractors of Licensor, if any, comply with all of the foregoing. Licensor will designate an individual to be responsible for the information security program. Such individual will respond to Customer inquiries regarding computer security and to be responsible for notifying Customer-designated contact(s) if a breach or an incident occurs, as further described herein. The information security program will be audited annually as detailed in Licensor's Standard Operating Procedures and Internal Controls audit reports, which will be made available to Customer upon request.

1.2 Prior to being provided access to Customer's computer system, and thereafter recertified within the first thirty (30) days of each anniversary date or renewal period of this Agreement, all personnel of Licensor and all contractors appointed to work on Customer's data must successfully complete a formal security awareness training program certified under Texas Government Code Section 2054.519 per the Texas DIR approved training programs on an annual basis. Contractor shall verify in writing to Customer that all personnel and contractors have successfully completed an approved program prior to being provided access to Customer's computer system. Documentation of Security Awareness Training must be retained by Licensor, confirming that this training and subsequent annual recertification process have been completed, and available for review by Customer. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.

1.3 Customer will have the right to review Licensor's information security program prior to the commencement of Customer's entry of data into the Products or delivery to Customer of any Professional Services and from time to time during the Term of this Agreement. During the Term of the Agreement, from time to time with proper notice and Licensor approval, which will not be unreasonably withheld, Customer, at its own expense, will be entitled to perform, or to have performed, an on-site audit of Licensor's information security program and facilities. In lieu of an on-site audit, upon request by Customer, Licensor will use reasonable efforts to complete, within forty-five (45) days of receipt, an Information Security Assessment questionnaire provided by Customer regarding Licensor's information security program.

1.4 In the event of any actual or apparent theft, unauthorized use or disclosure of any Customer Data, Licensor will immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and within two (2) business days following discovery of any such event, provide Customer notice thereof, and such further information and assistance as may be reasonably requested.

1.5 Customer Data, including but not limited to data, hosted, stored, or held by Licensor in the Product(s) or in the platform operated by Licensor, or on any device owned or in the custody of Licensor, its employees, agents or contractors, will be encrypted. Licensor will not transmit any unencrypted Customer Data over the internet or a wireless network and will not store any Customer Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software.

1.6 The parties acknowledge and agree that any disclosure of Customer Data will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Customer Data.

2. Network and Communications Security

2.1 All Licensor connectivity to Customer computing systems and all attempts at same will be only through Customer's security gateways/firewalls and only through Customer-approved security procedures.

2.2 Licensor will not access and will not permit unauthorized persons or entities to access, Customer computing systems and/or networks without Customer's express written authorization, and any such actual or attempted access will be consistent with any such authorization.

2.3 Licensor will take appropriate measures to ensure that Licensor's systems connecting to Customer's systems, and anything provided to Customer through such systems do not contain any Disabling Device. For purposes of this Agreement, "Disabling Device" means any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers.

3. Customer Data Handling Procedures

Erasure of Information and Destruction of Electronic Storage Media. If Customer Data is required to be permanently deleted from any storage media owned or operated by Licensor, all electronic storage media containing Customer Data must be wiped or degaussed for physical destruction or disposal, in a manner meeting forensic industry standards such as the NIST SP800-88 Guidelines for Media Sanitization. Licensor must maintain documented evidence of data erasure and destruction. This evidence must be available for review at the request of Customer.

4. Physical Security

All backup and archival media containing Customer Data must be contained in secure, environmentally controlled storage areas owned, operated, or contracted for by Licensor and all backup and archival media containing Customer Data must be encrypted.

5. Penetration Testing

Licensor will provide Customer with an annual, third-party Penetration Test report. During the term of this Agreement, Licensor will engage, at its own expense and at least one time per year, a third-party vendor reasonably acceptable to Customer to perform penetration and vulnerability testing ("**Penetration Tests**") with respect to Licensor's systems. The objective of such Penetration Tests is to identify design and/or functionality issues in infrastructure of Licensor's systems that could expose Customer Data and its computer and network equipment and systems to risks from malicious activities. Penetration Tests will probe for weaknesses in network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to Licensor's systems that could be exploited by a malicious party. Penetration Tests will identify, at a minimum, the following security vulnerabilities: invalidated or unsanitized input; broken access control; broken authentication and session management; cross-site scripting (XSS) flaws; buffer overflows; injection flaws; improper error handling; insecure storage; denial of service; insecure configuration management; proper use of SSL/TLS; proper use of encryption; and anti-virus reliability and testing. Within a reasonable period after the annual Penetration Test has been performed, Customer may request from Licensor a report of any high level and medium level security issues that were revealed during such Penetration Test and subsequent certification in writing to Customer that such high level and medium level security issues have been fully remediated. To the extent that high level and/or medium level security issues were revealed during a particular Penetration Test, Licensor will subsequently engage, at its own expense, the Testing Customer to perform an additional Penetration Test within a reasonable period thereafter to ensure continued resolution of identified security issues and will notify Customer with the results thereof.

6. Background Checks

Licensors will perform background checks on all Licensors personnel and direct hire contractors including temporary and non-employee personnel who will be performing services for Customer, including but not limited to implementation services under any Statement(s) of Work, that requires access to Customer Data pursuant to this Agreement. Licensors will not assign any employee to perform services for Customer who has not authorized a background investigation, or whose background investigation has revealed the conviction of a felony or misdemeanor within the previous seven (7) years, measured back from the time such Licensors employee commences services pursuant to the Agreement, to the extent such felony or misdemeanor relates to the suitability of the individual's employment, except to the extent prohibited by applicable law. If Licensors contracts, for any services, with a third party that needs to be allowed or requires access to Customer Data, the third party will undergo the same Licensors background checks as performed on Licensors personnel and contractors under this section.

7. Standard Operating Procedures (SOP's) and Internal Controls

The Licensors will provide compliance acknowledgement that they review and follow their SOP's and internal controls. Customer shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that Licensors fails to produce and/or comply with an acceptable standard operating procedures and internal controls report .

Information Security Breach Notification Clause.

Licensors agrees to notify Customer within twenty-four (24) hours in writing of any discovery by ICS of any breach or suspected breach of the provisions of this Agreement or any loss or unauthorized use, disclosure, acquisition of or access to any Customer Confidential Information and/or Customer's business systems of which ICS becomes aware (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect on Customer, if known, of the Data Breach and the corrective action taken or to be taken by ICS. ICS shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with Customer in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach. In addition to the notice requirement contained herein, ICS will also immediately report any such Data Breach to Customer's Legal Department at City of Friendswood, 910 S. Friendswood Dr. Friendswood, TX 77546, 281-996-3283.

Insurance Clause for Cyber-liability Insurance.

ICS agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called “cyber liability”) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement:

Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;

Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial-of-service attack on third party computer systems;

Loss or denial of service;

No cyber terrorism exclusion;

with a minimum limit of \$1,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of ICS or an independent contractor working on behalf of ICS in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of ICS.

Disciplinary Actions

Violation of this policy may result in action which may include termination of employment relations in the case of contractors or consultants; additionally, individuals are subject to loss of City of Friendswood access privileges, civil, and criminal prosecution.

Signatures

Accepted and Approved:

Licensee: _____ Integrated Computer Systems, Inc.

By (signature): _____ By (signature): _____

Printed name: _____ Printed name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Information Technology – 281-996-3217 or helpdesk@friendswood.com

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 6, 2021

Date submitted: 11/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action approving the purchase of O365 to upgrade the office solution city wide.

Originating Department: Information Technology

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

Due to covid and new business protocols of remote working, IT implemented Office 365 (O365) for 38 users with Cares act funding. As business needs have changed over the past year, O365 serves as an advancement for all staff. O365 can serve multiple benefits with tools not available with the traditional version of Office. O365 would utilize cloud technology to adapt to the changing environment of remote work, virtual meetings, and shared documentation. The ability to work remotely on business items, collaborate on shared documentation with staff, and conduct virtual meetings as some of the benefits of this move. The funds for this project were approved with the decision packets*. The quote includes the funds for the DP as well as funds that were already allocated to the project as continued support services. *FY22 adopted budget includes funding in the amount of \$61,000 for the Office 365 (O365) decision package.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If we do not move all of the staff to the same platform, we will continue to have issues with shared functions, collaboration efforts, and the cost of installing perpetual Office suite licenses for users not on the platform.

RECOMMENDATIONS

It is the recommendation of the IT Department to proceed with this approved funding project to move all of the city staff to O365.

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: December 6, 2021

Date submitted: 11/02/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action regarding a proposed resolution casting the City of Friendswood's ballot for the election of a person to serve on the Board of Directors of the Harris County Appraisal District.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution casts the City of Friendswood's (the "City") ballot for the election of a representative to the Board of Directors of the Harris County Appraisal District ("HCAD").

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

Mr. Mike Sullivan is the only person nominated for the board position representing cities other than the City of Houston. As you may recall, the City of Friendswood nominated Mr. Sullivan on October 4, 2021 via Resolution No. R2021-21.

This proposed resolution allows the City Council to cast its vote for Mr. Sullivan. The City's ballot must be received by the Harris County Appraisal District no later than December 15, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Proposed Resolution - HCAD Ballot
2. Exhibit A - HCAD Ballot Form
3. 2021 11 02 HCAD Ballot Correspondence

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 HARRIS COUNTY APPRAISAL DISTRICT AND
PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

* * * * *

WHEREAS, the chief appraiser of the Harris County Appraisal District, Harris County, Texas, has delivered to the Mayor of the City of Friendswood the name of the only person duly nominated as a candidate to serve in that position, on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in said appraisal district; 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 vote, for Mike Sullivan to fill the position, on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the Mayor be, and he 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 Harris County 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 6th day of DECEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

(For Use by Cities Other Than the City of Houston)

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT

I, _____, certify that on the _____ day of _____, 2021, the City Council of the City of _____ did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Mike Sullivan

[]

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2021.

Mayor

ATTEST:

City Secretary

EXHIBIT "A"



Harris County Appraisal District
Interoffice Memorandum

OFFICE OF THE CHIEF APPRAISER

TO: Presiding Officers of Taxing Units
Served by the Harris County Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the
Harris County Appraisal District

DATE: October 26, 2021

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation and reclamation districts closed October 15, 2021. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

Martina Lemond Dixon was the only nominee for the position representing school districts other than Houston Independent School District and the junior college districts.

Charles Brandman, Erin Corken, Jonathan Cowen, Sandra Jaramillo, Shantai Magee, Wayne Mentz, and Patricia Morlen are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college

districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 15, 2021.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2021, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 15, 2021, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

Sincerely,



Roland Altinger, RPA
Chief Appraiser

Attachments

c: HCAD Board Members
 Tax Assessors
 Attorneys

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: December 6, 2021

Date submitted: 11/30/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding a proposed resolution approving The Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation for the temporary closure of FM 518 for the Chamber of Commerce's Holiday Lighted Parade and ratifying the City Manager's signature on the agreement.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

City staff request approval for the temporary closure of the following segments of State Right of Way for the Chamber of Commerce Holiday Lighted Parade to be held on Saturday, December 4, 2021.

FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines from 6:00 p.m. to 6:45 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City Staff believes temporary closure of the aforementioned streets is in the best interests of the citizens of Friendswood;

RECOMMENDATIONS

Ratify the City Manager's signature to enter into an agreement with the Texas Department of Transportation for the temporary street closure for a segment of the State Highway System as fully described above.

ATTACHMENTS

1. Resolution Agreement with State to close ROW for Christmas Parade1
2. Exhibit A - TxDOT Agreement - Parade - Christmas 2021 (1)

RESOLUTION NO. R2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, FINDING THAT THE CHAMBER OF COMMERCE'S LIGHTED CHRISTMAS PARADE SERVES A PUBLIC PURPOSE AND AUTHORIZING THE CITY OF FRIENDSWOOD TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines for the purpose of the Chamber of Commerce's Lighted Christmas Parade; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 for the public purpose of the Christmas Parade.

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the Chamber of Commerce's Lighted Christmas Parade serves a public purpose.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into an agreement with the State of Texas for the temporary closure of State right-of-way, and ratifying the City Manager's signature on said agreement attached hereto as **Exhibit A**, incorporated herein for all purposes.

Section 3. That the City Council has found and determined that the meeting at which this Resolution is considered was open to the public and that notice thereof was given in accordance

with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

Section 4. That this Resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED AND RESOLVED on this the 6th day of DECEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Friendswood, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518, in Galveston, County; and

WHEREAS, the local government has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines for the purpose of Chamber of Commerce’s Lighted Christmas Parade, from 6:00 p.m. to 6:45 p.m. as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 6th day of December, 2021, the Friendswood City Council passed Resolution / Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Friendswood	Texas Department of Transportation
Morad Kabiri, City Manager	Eliza C. Paul, P.E.
910 S. Friendswood Drive	District Engineer
Friendswood, TX 77546	Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By  Date 11/30/2021
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Temporary closure of the following segments of State Right of Way for the Chamber of Commerce Holiday
Lighted Parade to be held on Saturday, December 4, 2021.

FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines from 6:00 p.m. to 6:45 p.m.

Exhibit B

[Insert Resoluton]

Exhibit C

Agreement No. _____



City of Friendswood Police Department

Traffic Control Plan

"34th Annual Lighted Christmas Parade"

Saturday, December 4, 2021, 6:00 pm

Farm to Market Traffic Stopping Points

FM 518 (South Friendswood Drive)

Whispering Pines Drive

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down Whispering Pines Drive/Friendswood-Link Road to Blackhawk Blvd. and north to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to Whispering Pines Drive/Friendswood-Link Road and FM 518.

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518. Traffic will be allowed to go east or west bound on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518.

Barricade and traffic cones will be used at intersections on FM 2351 and FM 518 and secondly streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time (6:00 pm)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM

City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

Mail Logic email notification program.

Other news/social media

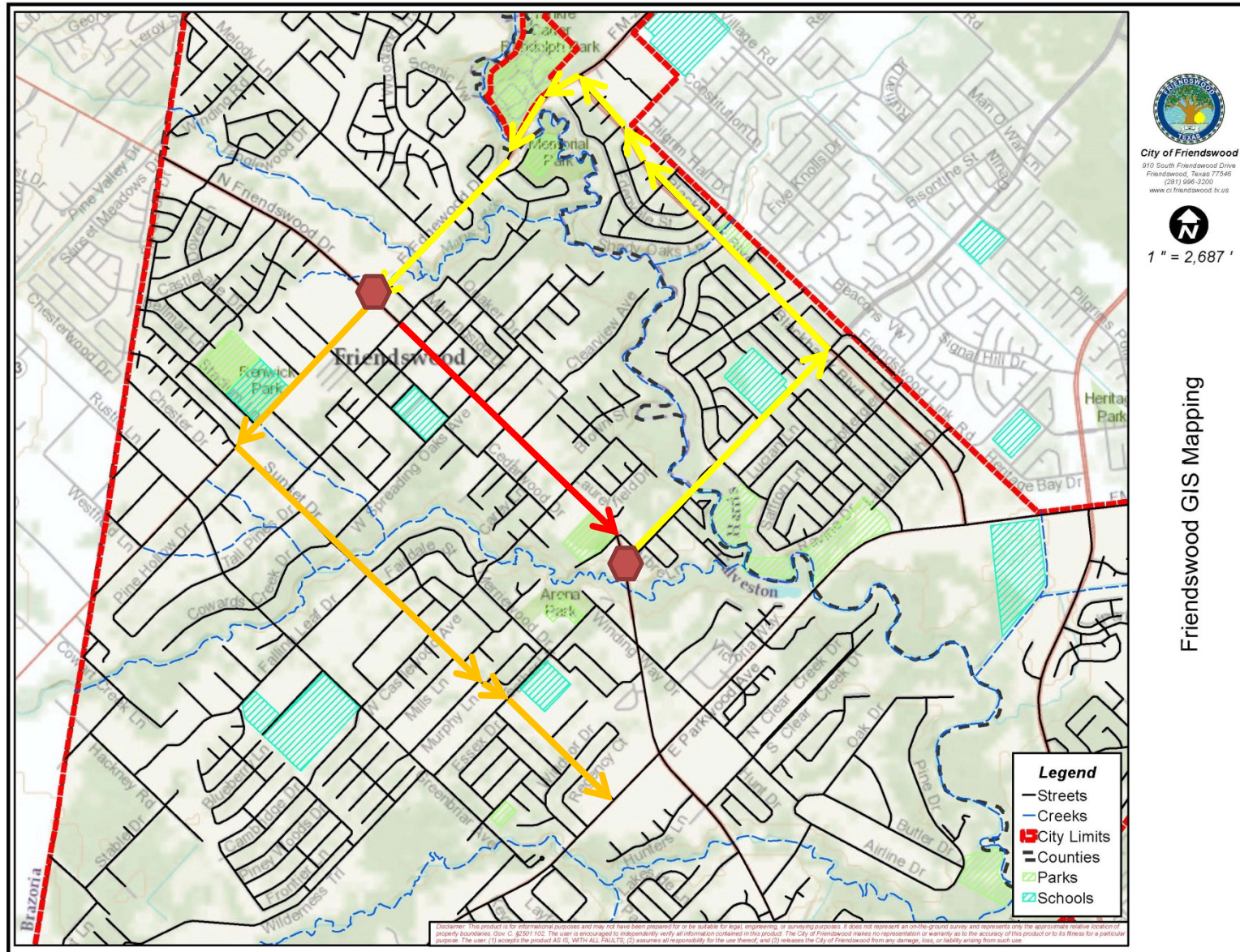
City's Website



City of Friendswood Police Department

Contact Persons

Capt. Dennis Senter, Police Patrol Commander	281-996-3321
Lt. James Price, Parade Master	281-996-3371



34th Annual Lighted Christmas Parade – 6:00 p.m. to 6:45 p.m. – Saturday, December 4, 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: December 6, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on the second and final 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

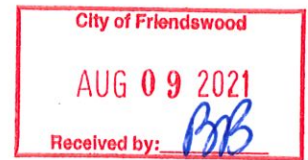
EXHIBIT “A”



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.

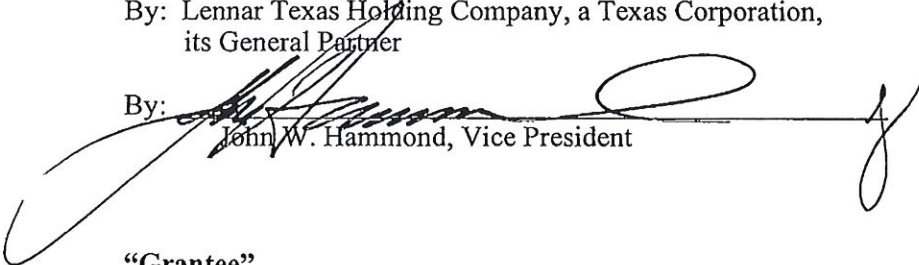
It is expressly agreed that the Grantor makes no warranty, either express or implied, as to the physical condition of the property and/or premises and/or improvements herein conveyed. The property and premises and any improvements are conveyed in "AS IS CONDITION", after inspection by Grantee. This provision 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"

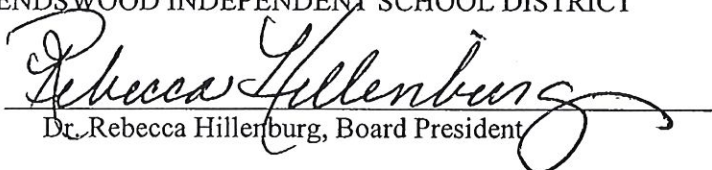
AUTUMN CREEK DEVELOPMENT, LTD.
a Texas limited partnership

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.



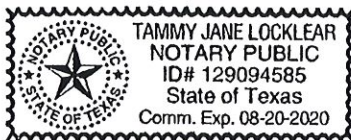
Monica D Vega Duffield
Notary Public, State of Texas

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.

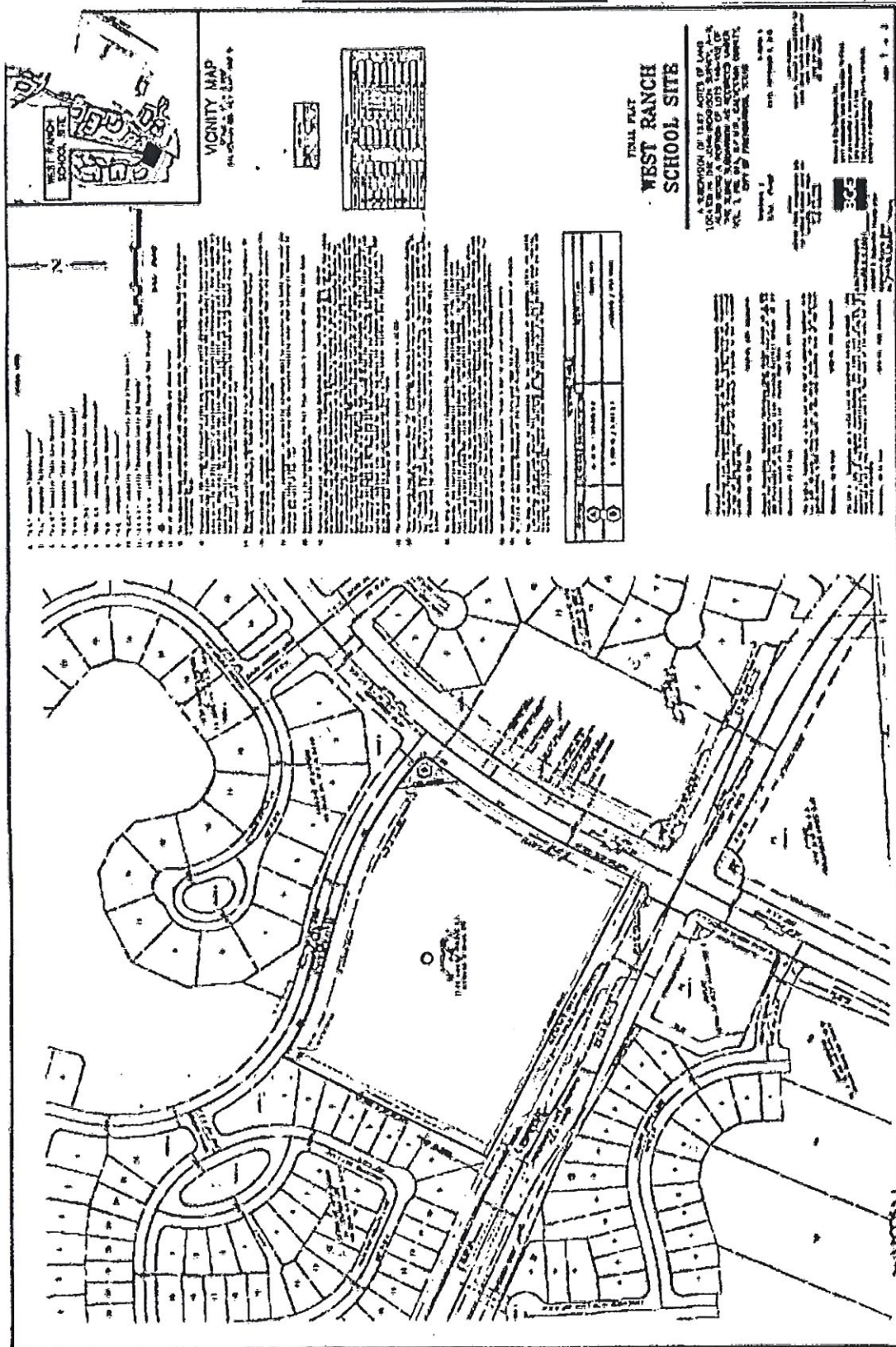


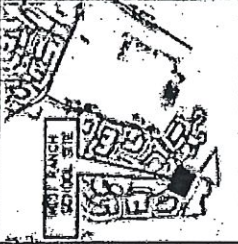
Tammy J Locklear
Notary Public, State of Texas

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
 MAP IS TO BE USED FOR SCHOOL PURPOSES
 CITY OF PASADENA, TEXAS

APPROVED

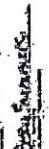
 Mayor

APPROVED

 Supervisor

APPROVED

 City Engineer

APPROVED

 County Engineer

APPROVED

 Planning Commission

APPROVED

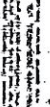
 Board of Education

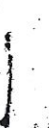
APPROVED

 City Manager

APPROVED

 County Manager

APPROVED

 City Attorney

APPROVED

 County Attorney

APPROVED

 Planning Commission

APPROVED

 Board of Education

APPROVED

 City Manager

APPROVED

 County Manager

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

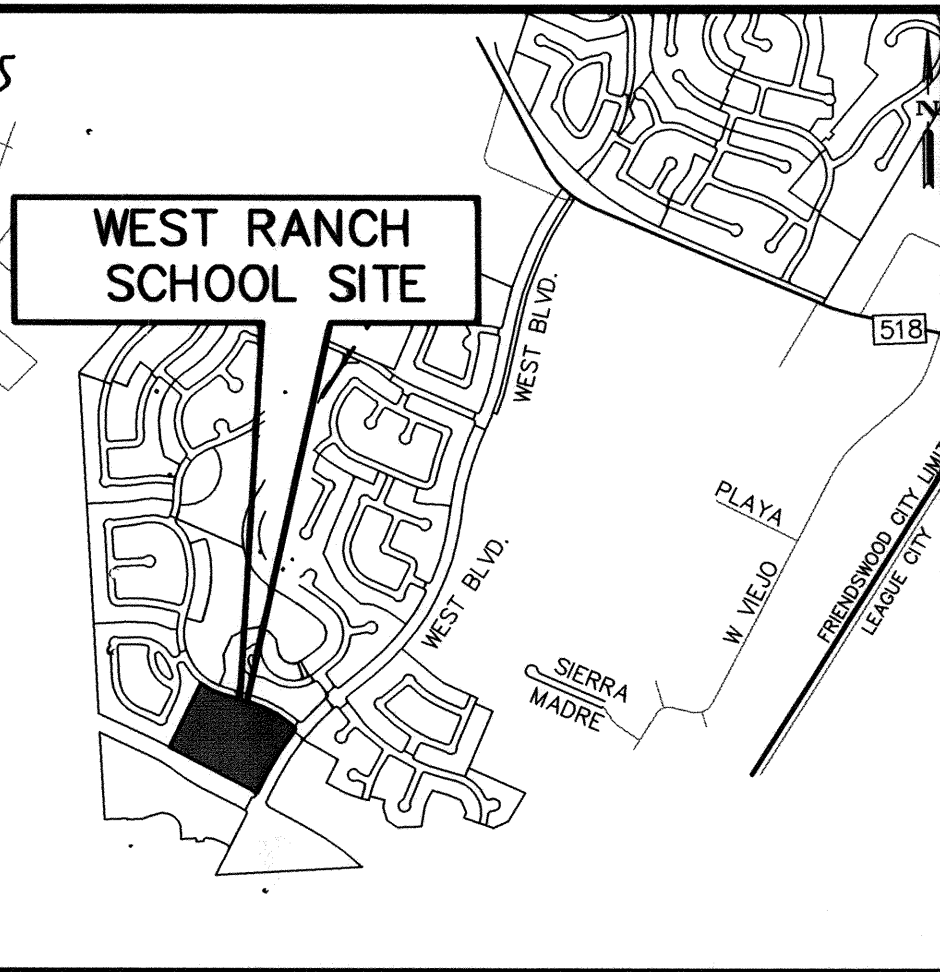
TBM GPS 4 - Benchmark is a metal rod in aluminum casing stamped "John Chance - GPS 4" located approximately 371 feet west of the east boundary line of the Slone Subdivision on the south side of FM 518, 3.1 feet north of a hog wire fence and 131 feet west of the west end of a concrete headwall.

Elevation: 24.14 Feet NAVD-88, 2001 Adjustment



0 100 200 300

SCALE: 1"=100'



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°36'32" 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

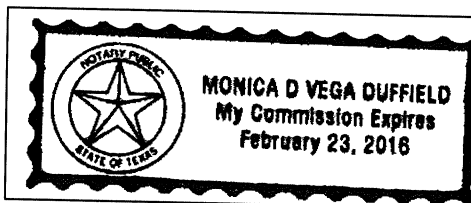
By: Lennar Texas Holding Company,
a Texas Corporation
its general partner

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

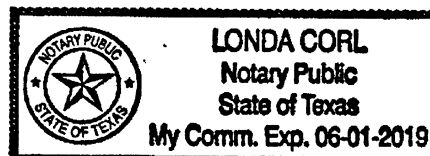
By: Stuart W. Stedman
Trustee

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.

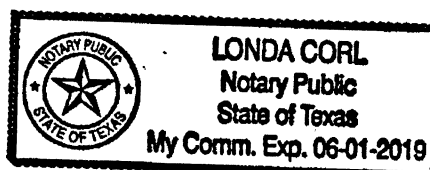


Londa Corl
Londa Corl
Notary Public in and for the State of Texas
Commission Expires: 06-01-2019

STATE OF TEXAS
COUNTY OF HARRIS

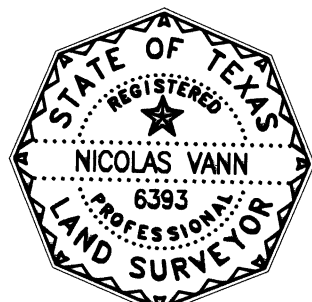
BEFORE ME, the undersigned authority, on this day personally appeared Betty Ann West Stedman, Trustee of WESLEY WEST DESCENDANTS TRUST, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations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

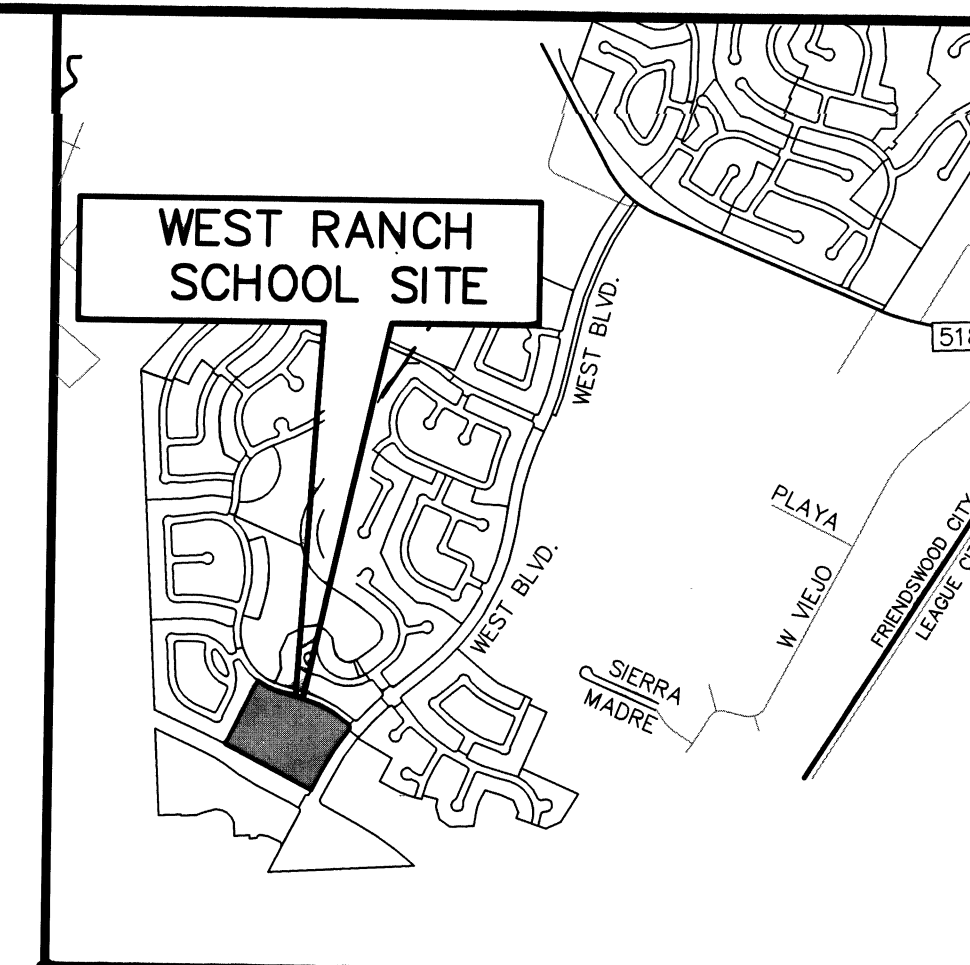
- Buildings, fences or other structures shall not be erected in GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (the DISTRICT) right-of-ways or drainage easements. Furthermore, no permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, 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
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

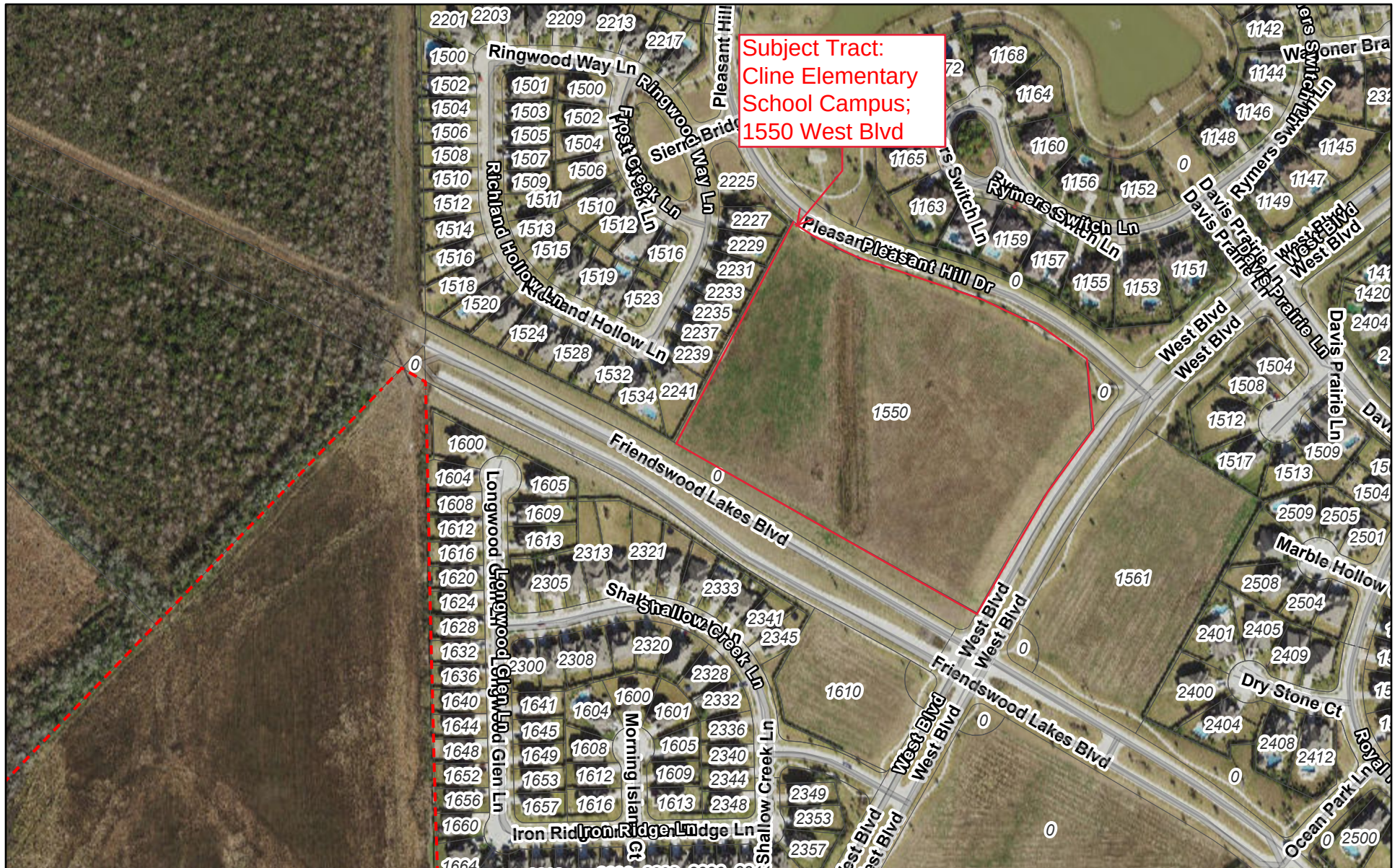
OWNER:
AUTUMN CREEK DEVELOPMENT, LTD.
550 GREENS PARKWAY, SUITE 100
HOUSTON, TEXAS 77067
(281) 875-1000
JOHN HAMMOND

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
TBPB Registration No. F-1046
TBPB's Licensed Surveying Firm No. 101065-00
CONTACT IF REQUIRED

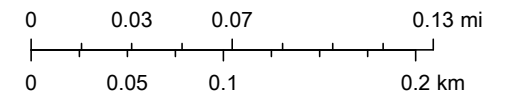
ArcGIS Web Map



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 City Limits  Streets  Parcels

1:4,514



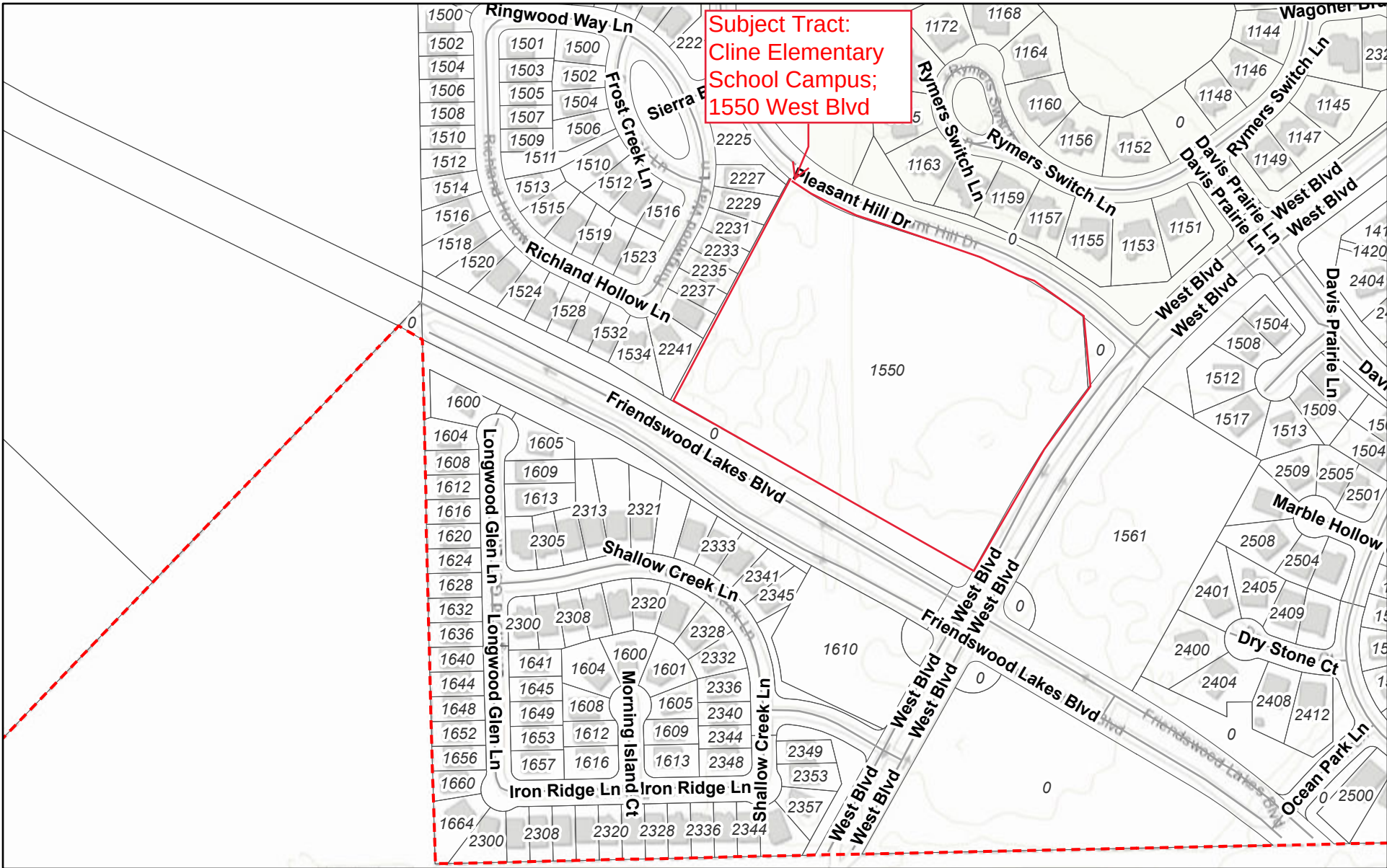
Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife,

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 122 of 452

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

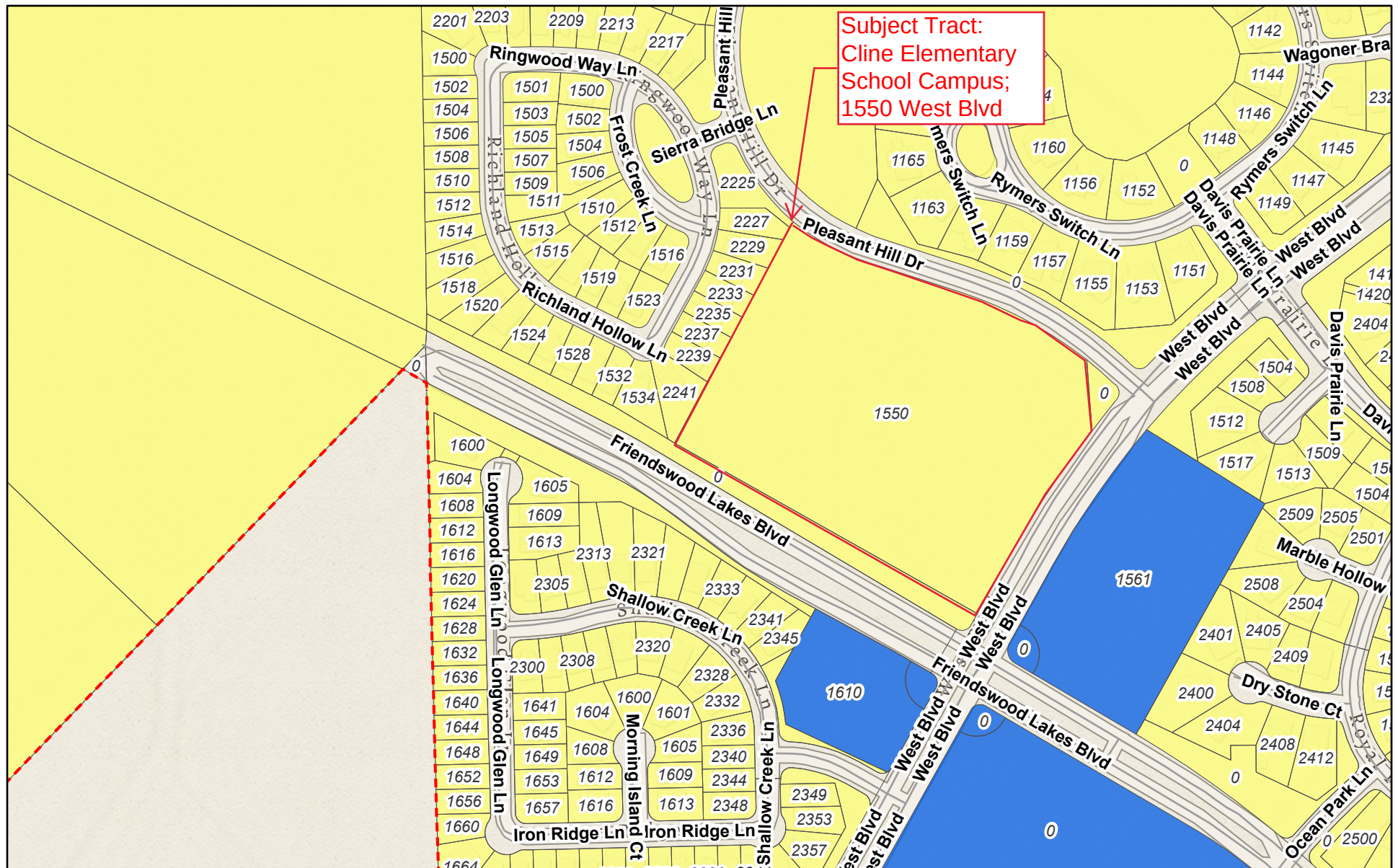
0 0.05 0.1 0.2 km

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
Page 123 of 452

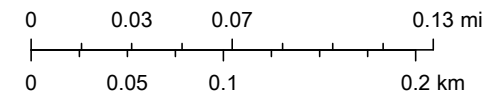
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8/9/2021, 10:26:51 AM

 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

EXHIBIT “B”

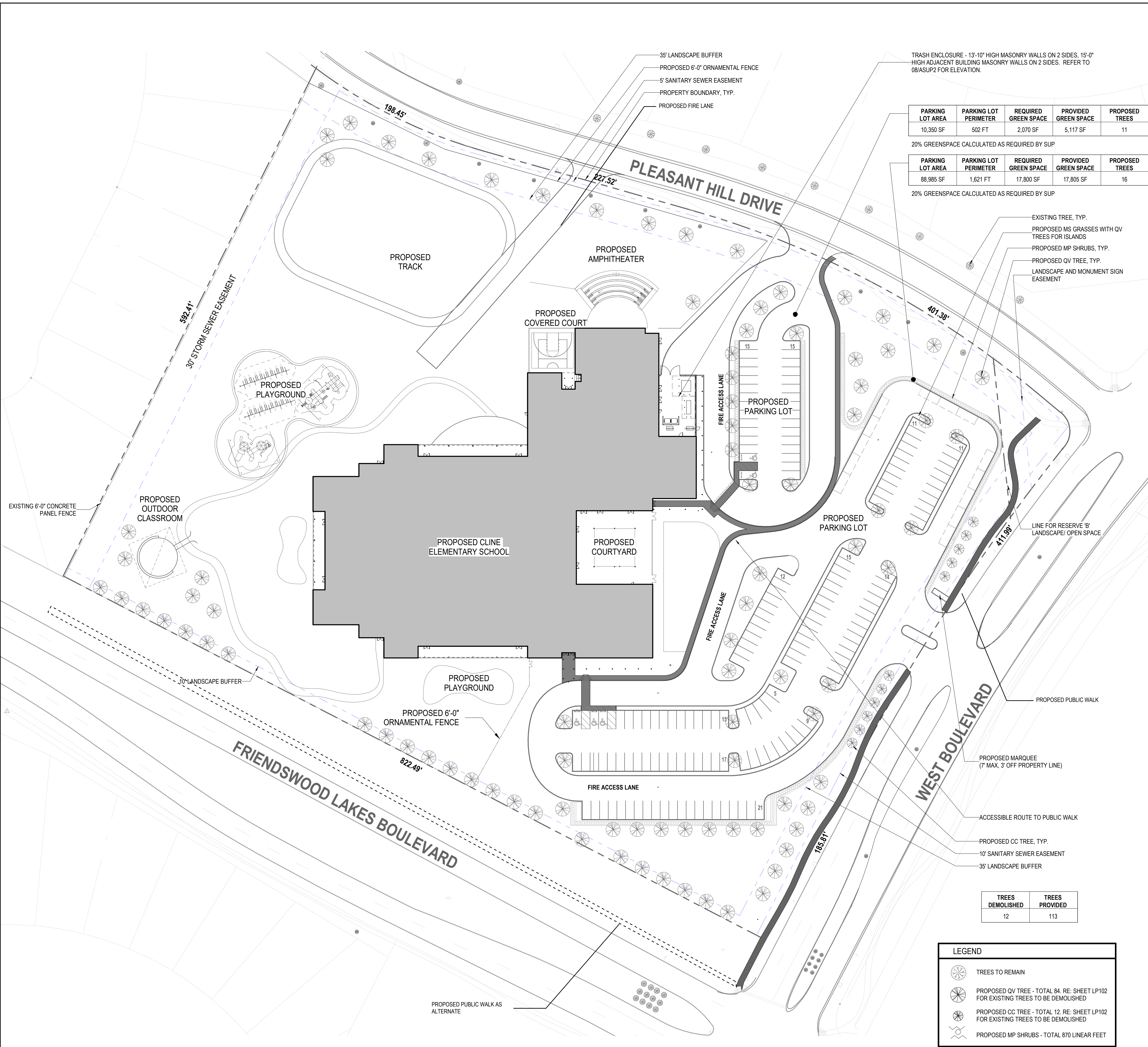
ISSUE FOR SUP REVIEW

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SITE PLAN

Page 126 of 452





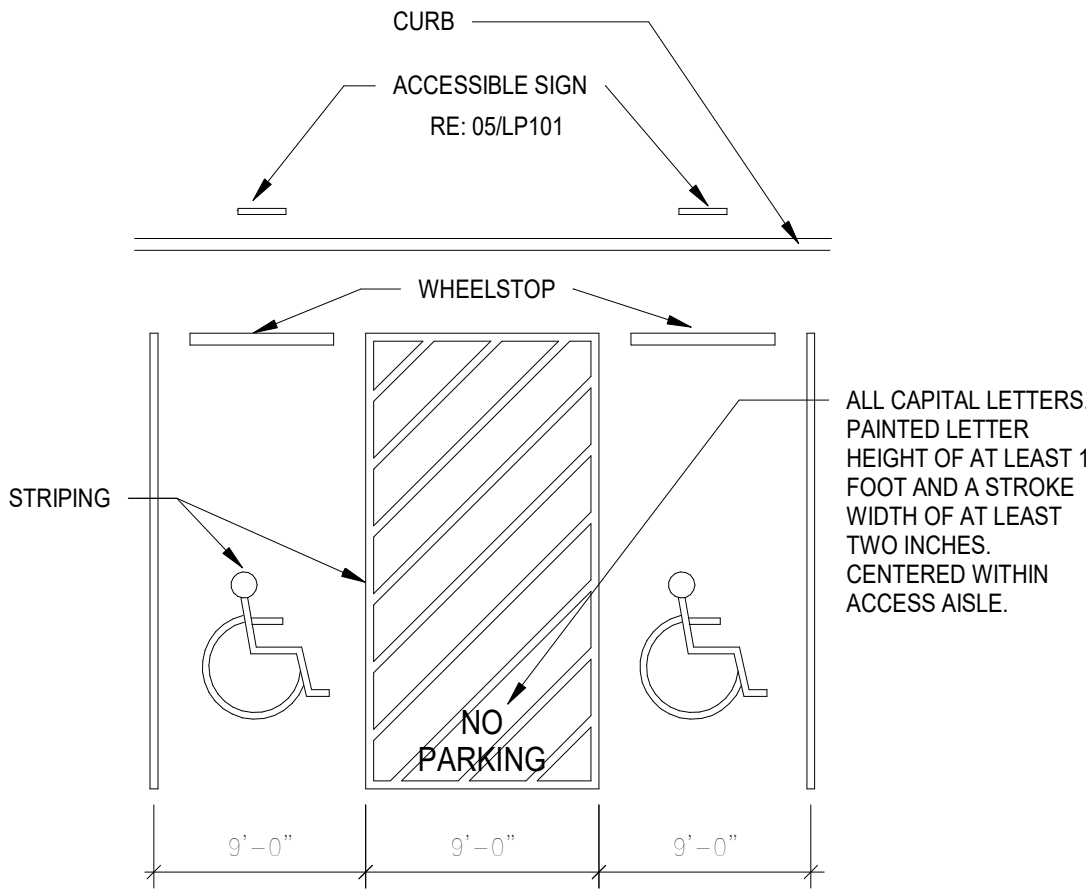
LANDSCAPE ANALYSIS FORM AT ROW				
STREET NAME	LINEAR FEET	TREE REQUIRED	TREE PLANTED	TREE EXISTING
PLEASANT HILL DRIVE	868 FT	35	20	11
WEST BOULEVARD	601 FT	24	18	0
FRIENDSWOOD LAKES BLVD	790 FT	32	36	0
ISLANDS	-	8	28	0
TOTAL		99	102	11
			113	

1 TREE PER 30 LINEAR FEET PER SUP

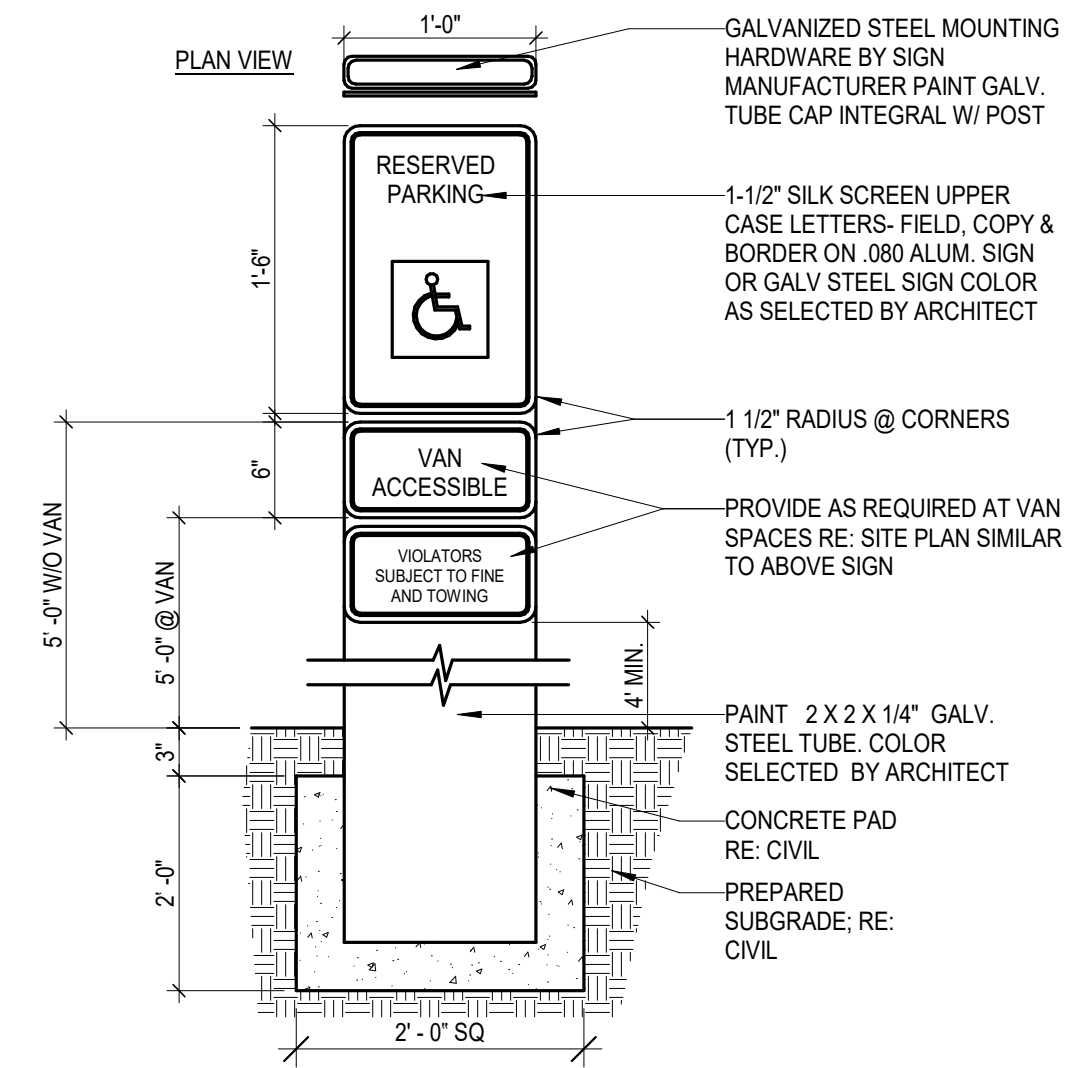
PLANT SCHEDULE							
TREES							
SYM.	Botanical Name	Common Name	Size	Cal.	Height	Spread	Remarks
QV	Quercus virginiana	Live Oak	65 Gal.	3"-4"	12'-14'	5'-6'	
CC	Cercis canadensis var. Texensis	Texas Redbud	45 Gal.	2 1/2"-3"	8'-10'	5'-6'	
SHRUBS							
SYM.	Botanical Name	Common Name	Size	Height	Spread	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

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 21777 STATE OF TEXAS

Melissa Turnbaugh AUG 6, 2021

CUSTOMER FRIENDSWOOD ISD

DATE AUGUST 6, 2021 PROJECT NUMBER 20380

DRAWING HISTORY

No.	Description	Date

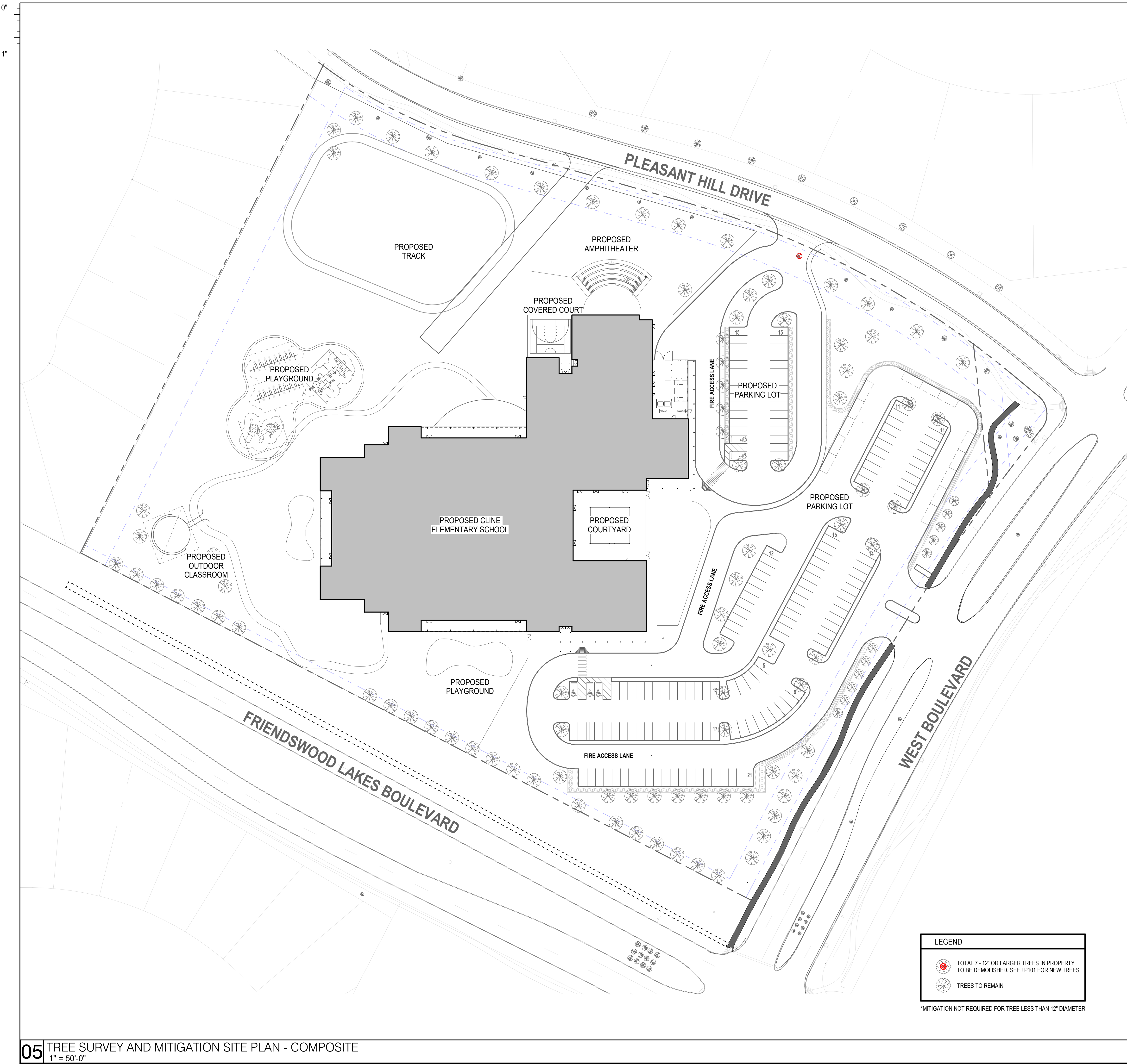
ISSUE FOR SUP REVIEW

BUILDING NUMBER

LANDSCAPE PLAN

LP101

Page 127 of 452



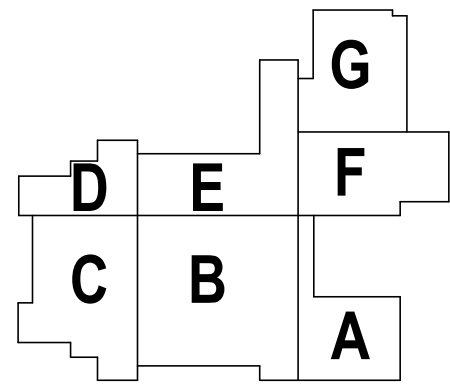
05 TREE SURVEY AND MITIGATION SITE PLAN - COMPOSITE
1" = 50'-0"



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



KEY PLAN
NORTH: PLAN TRUE



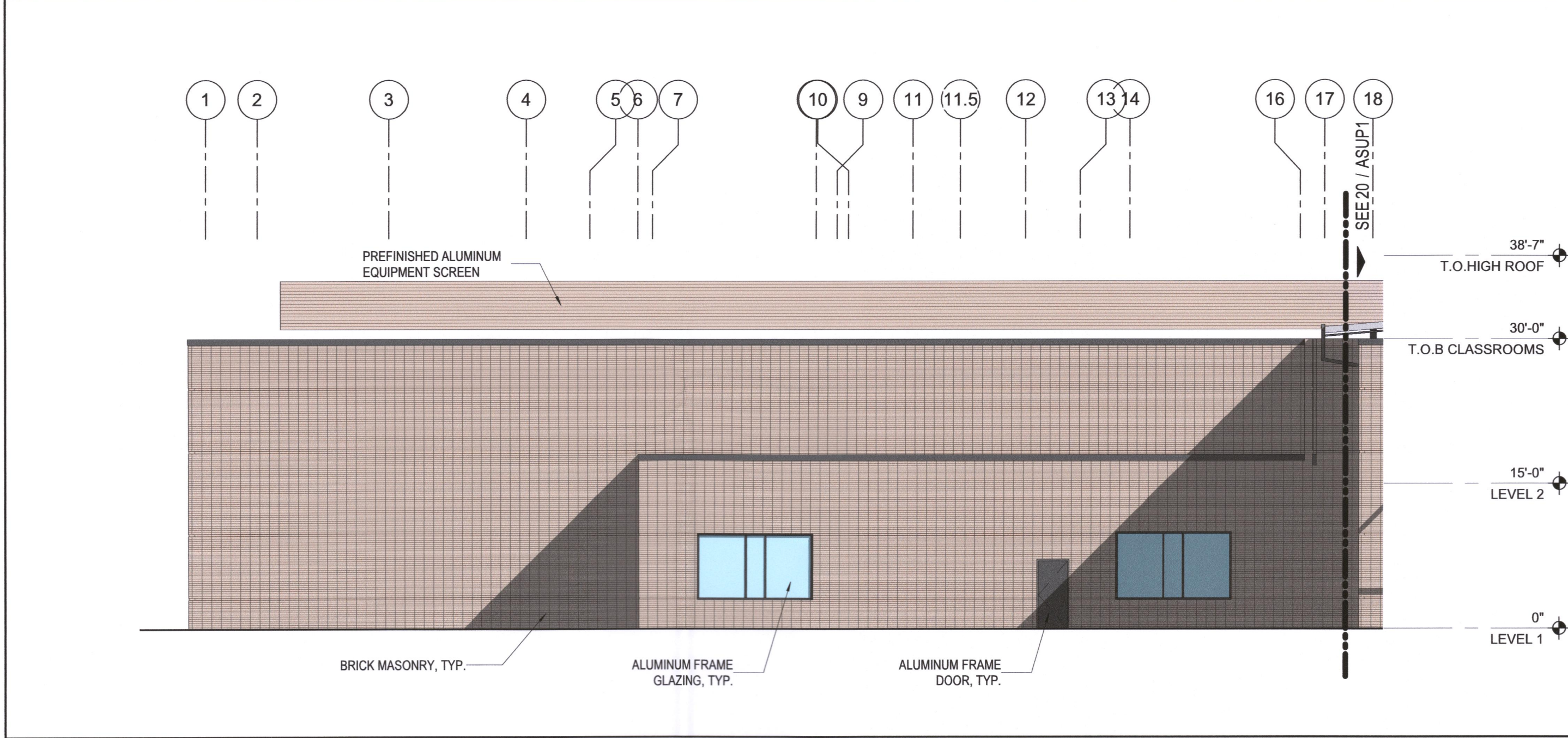
AUG 6, 2021

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

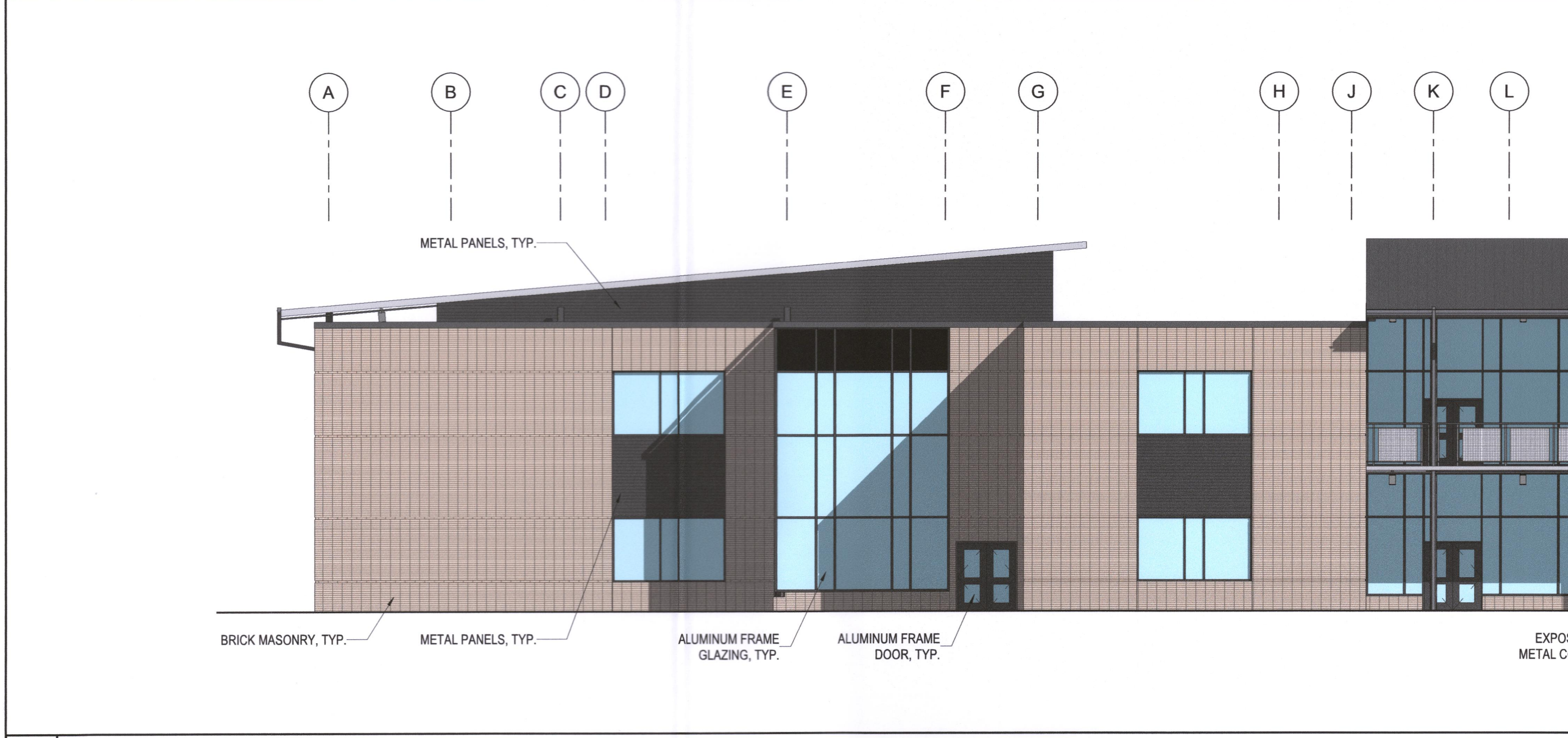
TREE SURVEY AND
MITIGATION SITE
PLAN

LP102

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

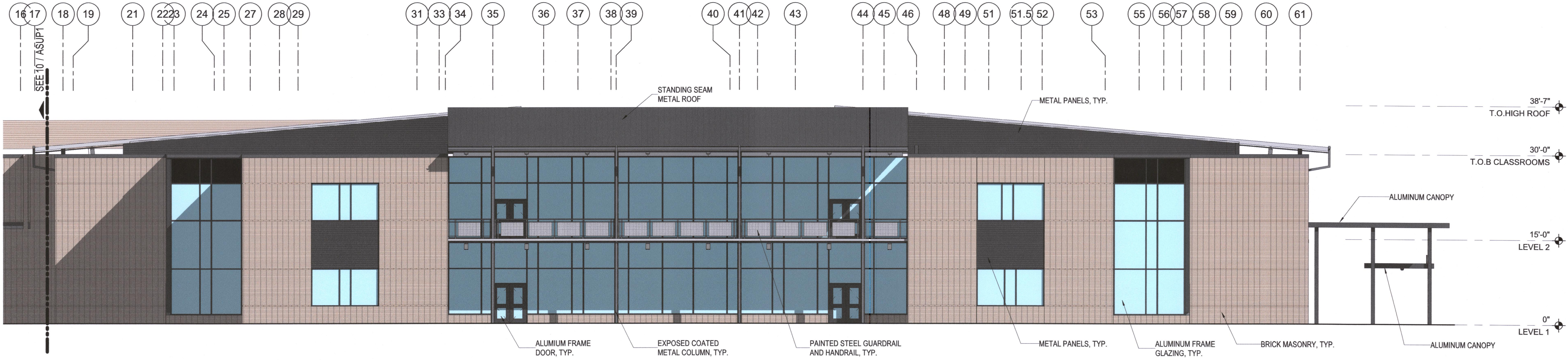
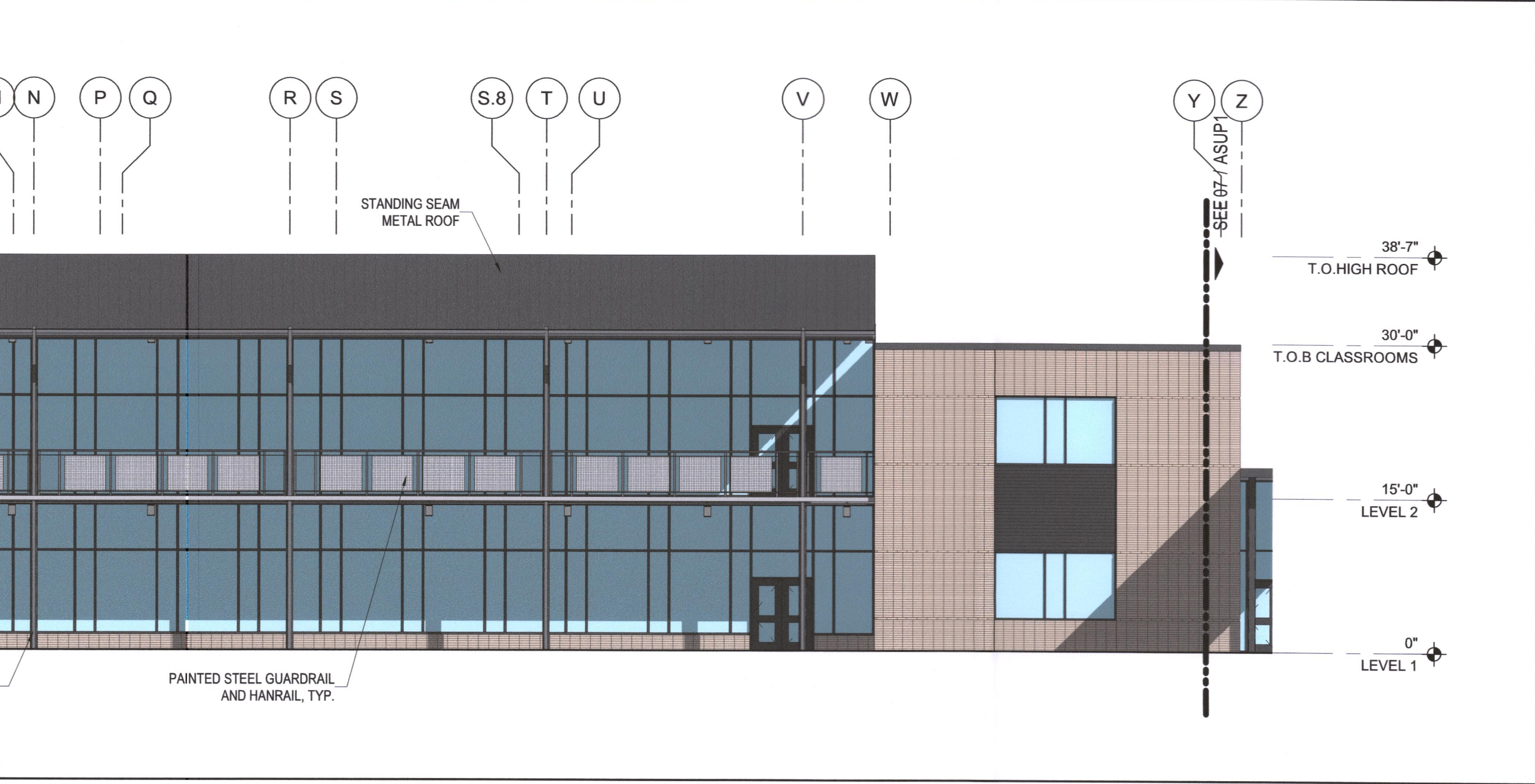


10 WEST ELEVATION A
3/32" = 1'-0"



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

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



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

ONE

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

21779

REGISTERED ARCHITECT

MELISSA TURNBULL

STATE OF TEXAS

Melissa Turnbull

AUG 6, 2021

CLIENT
FRIENDSWOOD ISD

DATE
AUGUST 6, 2021

PROJECT NUMBER
20380

DRAWING HISTORY

No.	Description	Date

ISSUE FOR SUP REVIEW

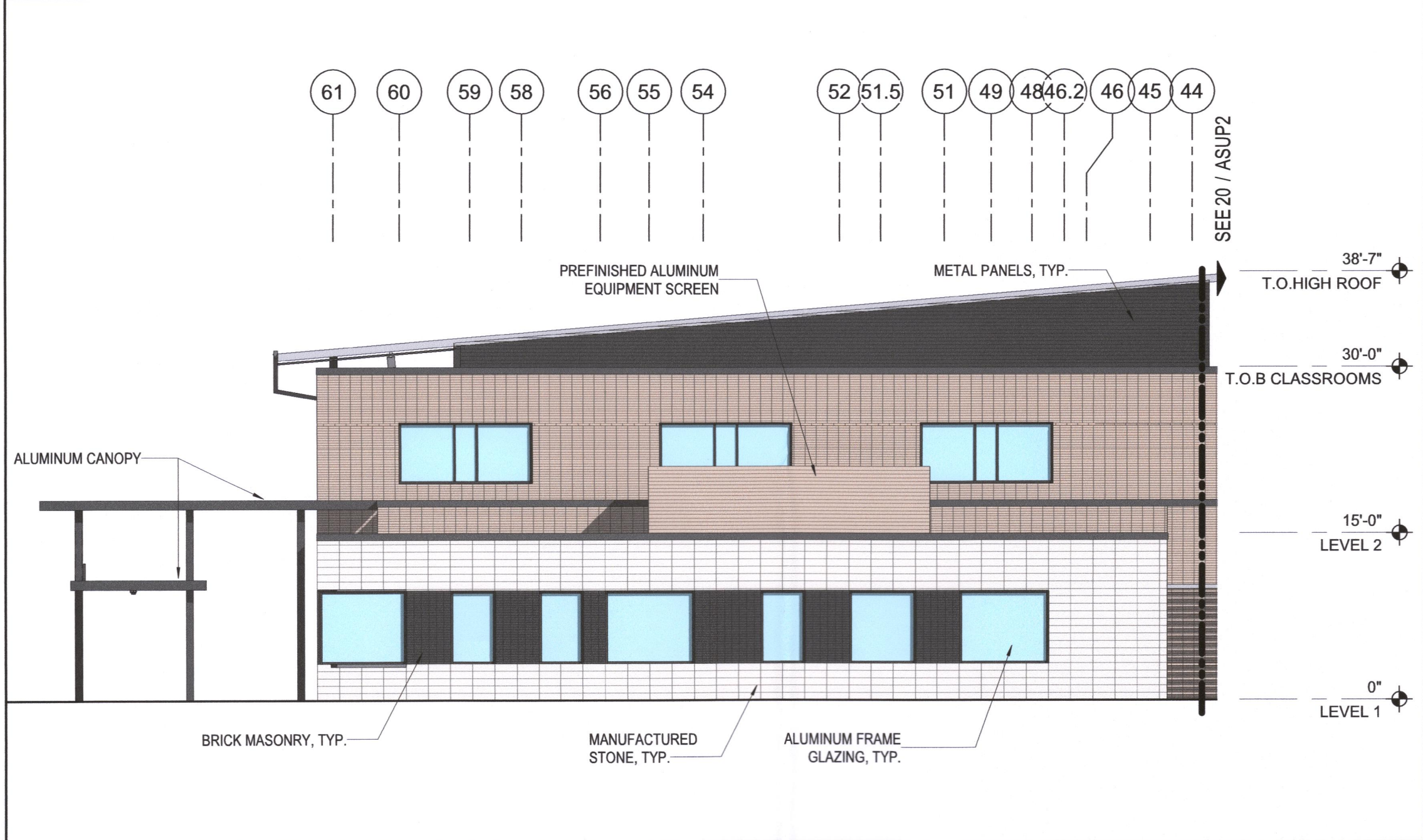
BUILDING NUMBER

EXTERIOR
ELEVATIONS

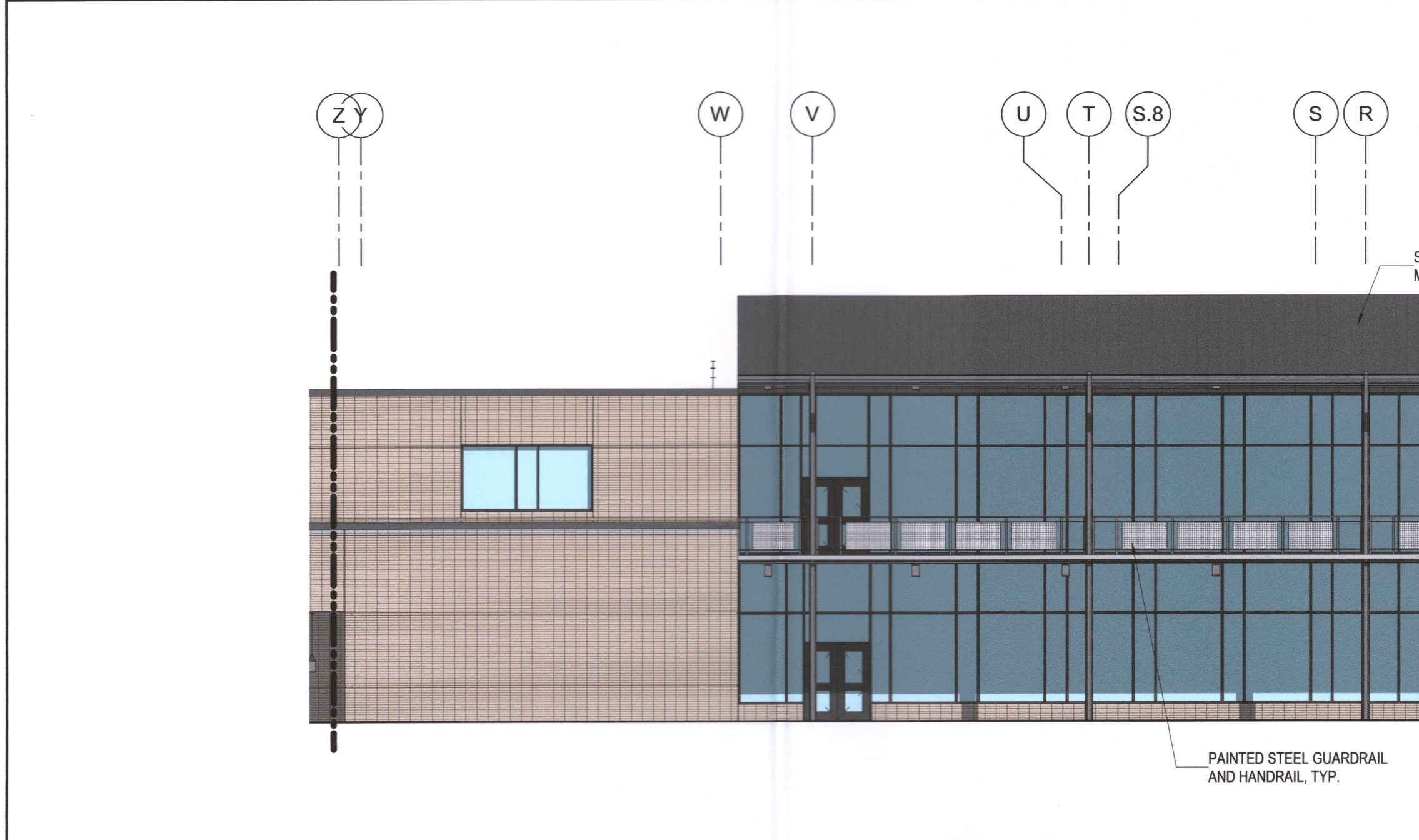
ASUP1

Page 129 of 452

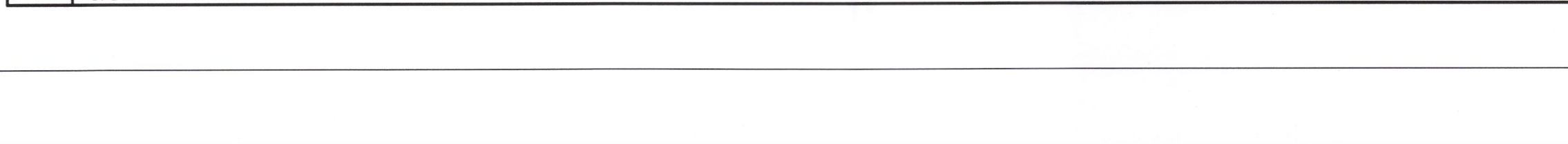
20 EAST ELEVATION B
3/32" = 1'-0"



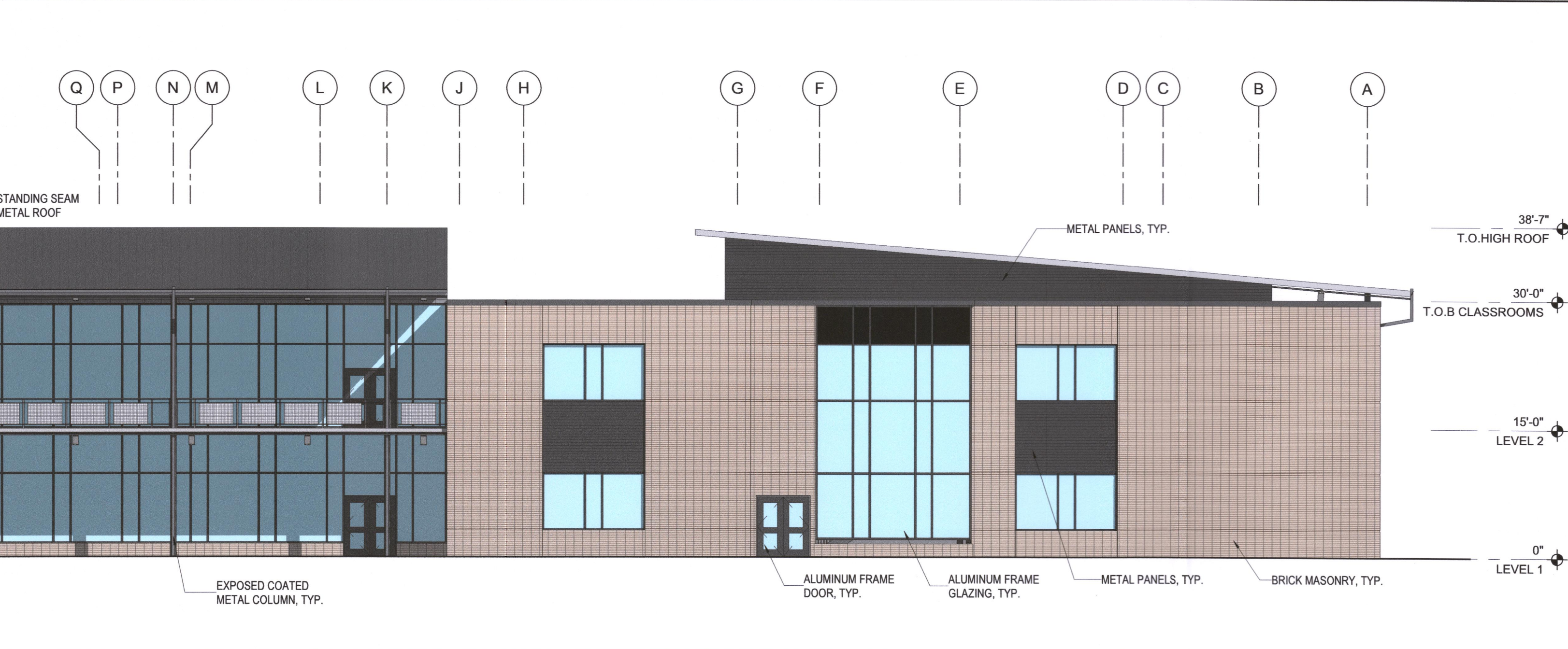
10 EAST ELEVATION A
3/32" = 1'-0"



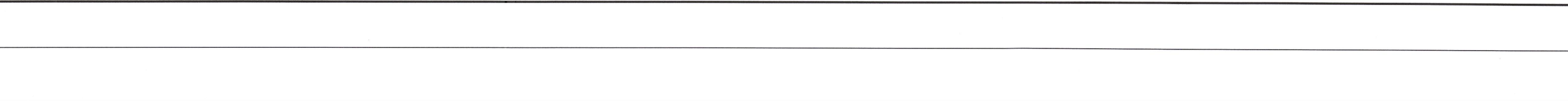
05 NORTH ELEVATION B
3/32" = 1'-0"



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



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



ARCHITECT

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

21729

STATE OF TEXAS

Melissa Turnbough

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: December 6, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the second and final 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.

The redlined version has also been included as an attachment for further clarification on the changes being proposed.

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
4. Appendix B SUBDIVISION Redlines Final Version adh 11-9-2021

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.

Appendix B – SUBDIVISIONS

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Appendix B - SUBDIVISIONS⁴⁴

Footnotes:

~~—(1)—~~

Editor's note—Ord. No. 2000-01, § 1, adopted Jan. 17, 2000, repealed appendix B, sections I—IX, in its entirety, and §§ 2—5 replaced it with a new appendix B, sections I—XI. Former appendix B pertained to similar material and derived from Ord. No. 85-19, adopted Sept. 25, 1985; Ord. No. 93-6, § 1, adopted April 19, 1993; Ord. No. 95-25, §§ 1, 2, adopted Nov. 6, 1995; Ord. No. 98-24, § 2, adopted Sept. 14, 1998; Ord. No. 99-14, § 1, adopted June 7, 1999; and Ord. No. 99-15, §§ 2—10, adopted June 7, 1999.

Charter reference—~~Streets and public property, § 2.04; street development and improvements, § 2.05.~~

State Law reference—~~Subdivision and property development, V.T.C.A., Local Government Code § 212.001 et seq.~~

Section I. - ~~General~~Purpose.

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.

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.

~~Community assets~~—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.

~~bB.~~ 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-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 ~~III.b.1(a)~~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 ~~subsection II.Bb.1. of this section~~, a subdivision plat need not include all of a tract being divided if:
 - ~~(a.)~~ **General.**
 - ~~(1i)~~ 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
 - ~~(2ii)~~ 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 master~~ plan pursuant to section ~~II-a-IV.C.1.~~ that meets with city approval;
 - ~~(b.)~~ The tracts being divided:
 - (1) Each have access that complies with section ~~III.b.1(a)~~VI.BA.1.a.; and
 - ~~(2ii)~~ 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(e)(2)~~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 ~~subsection 4(a)(i)II.B.4.a.(1) 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.

~~CDe.~~ *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.

~~Dd.~~ *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 ~~Dd.1.~~ or ~~dD.2.~~ of this section, the city must issue a certificate of platting exemption certifying that the division meets this exception.

~~eSection 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~~planner~~ 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.

~~*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.

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 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.

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:

- (1a) *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.
- (2b) *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.
- (3e) *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.
- (4d) *Boulevard* means a collector streets utilizing two 22-foot, minimum-width, paved roadway sections divided by a 12-foot wide lane with raised median 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 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 IVH. - Procedures for submission of plats. Plat submittal and filing procedures.~~

~~aA. — 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 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 governed by this appendix.~~

~~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 or written documentation from the city engineer that the development does not necessitate a traffic study.~~
- ~~(9) A copy of the receipt confirmation of notification sent to the school district(s) having jurisdiction of the subject site including schools to be attended by the projected student population of the project based upon attendance zones or service areas; the enrollment projected to be generated from the proposed development; and the student yield per dwelling unit.~~
- ~~(10) The location of geologic fault lines in plan view, or in a geological report from a professional engineer, if any exist.~~
- ~~(11) 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.~~

- (12) 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.
- (13) 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. If another board/commission is required to make a recommendation to the planning and zoning commission, then the board/commission's recommendation shall be included when the planning and zoning commission consider the request.
- dc. 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;
- de. 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.
- ~~(93) Preliminary —Sstormwater 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.~~
- ~~(104) Preliminary w—A statement or engineering report by a professional engineer of the impact of developed surface water runoff onto adjacent property based upon design criteria as outlined in the engineering and construction ordinance.~~
- ~~(5)—Wastewater overlay or plan view, if not previously submitted in conjunction with a master plan.~~
- ~~(116) Preliminary —Wwater main overlay or plan view, if not previously submitted in conjunction with a master plan.~~
- ~~(127) —Tree preservation, mitigation, and maintenance plan.~~
- ~~(138) — Traffic study, if required per the Design Criteria Manual or written documentation from the city engineer that the development does not necessitate a traffic study.~~
- ~~(139) —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.~~
- ~~(10) — A copy of the receipt confirmation of notification sent to the school district(s) having jurisdiction of the subject site including schools to be attended by the projected student population of the project based upon attendance zones or service areas; the enrollment projected to be generated from the proposed development; and the student yield per dwelling unit.~~
- ~~(11) The number of copies of the plat 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. 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.~~
- ~~(142)— 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.
- (46) —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.
- (72) —The approximate width, depth and location of all lots. Lot, block, and section numbers shall be placed consecutively.
- (83) —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.
- ~~(4) —Key map showing orientation of the area being subdivided in relation to adjacent areas and principal streets.~~
- ~~(5) —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.~~
- (96) —Describe the subdivision by metes and bounds.
- (107) —Street names shall not be duplicated in the city.
- (118) —The location and width of existing and proposed streets ~~rights-of-way~~(public and private) within the subdivision and immediately adjacent to it shall be shown, measured at right angles, or radially when curved.
- (129) —The alignment of proposed streets with existing city streets.~~Depending upon the location and design of the subdivision.~~
- (130) —Street design dimensions or a reference to the minimum standards for tangents, arcs, radii, etc.
- (144) —Name, location, width and purpose of all existing and proposed easements.
- (152) —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.
- (163) — Vertical control monuments are to have ~~1,000-foot~~half-mile maximum spacing. All elevations, based on current National Geodetic Survey, will be registered with the city engineer upon plat submittal.
- (174) 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.
- (185) —Special Flood Hazard boundariesAreas. 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.
- ~~(16) — The scale must be drawn numerically and graphically shown on the plat. Graphic scale of 100 feet to the inch or larger.~~
- ~~(17) — 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.~~
- ~~(18) 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).~~
- (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. —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.

d —The applicant shall submit the plat application and accompanying documents on one of the submittal dates advertised on the "P&Z Submittal Schedule."

ec. —Plat applications shall comply with all applicable city ordinances and statutes prior to consideration by the planning and zoning commission. Plats that have not complied with all applicable city ordinances and statutes at least seven business days prior to the scheduled planning and zoning commission meeting shall go forward to the commission with a recommendation of disapprovalExpiration. 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.

e:

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 Vs ?? 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. Prior to action by the planning and zoning commission, the applicant may submit a "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 submittal 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.

3. —Final plat.

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. The same procedures that apply to preliminary plats apply to final plats except as noted:

a. —The final plat shall be submitted to the planning department with the following:

- (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) —An overlay showing location and types of street lights and poles.
- (3) —An overlay showing traffic control plan.
- (24) —Utility companies' statements that easements are acceptable to provide service and no other easements are necessary or required.
- (35) — If applicable, letters of review by any local, county, state and federal departments as required by the city engineer or his designee.
- (46) — 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 number of copies of the plat 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. The cover of the submittal package shall be properly addressed to the attention of the "City of Friendswood City Planning Department", clearly labeled with the type of submittal, and include the name of the applicant.~~
- (758) 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. Final plats shall show the same graphic information as preliminary plats except as noted.~~ 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)-contours, preliminary drainage and utility. 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.

(45) —The plat shall show existing pipeline easements, location of pipelines, required setbacks, and if material being transported is hazardous.

(56) —Impervious coverage. Table showing the allotted maximum percent of impervious surface for each lot represented, per the Design Criteria Manual. ~~This percentage shall be derived from the hydrologic and hydraulic report, or the maximum percentage as stipulated in the above referenced zoning ordinance, for the plat. The table shall delineate between percentages for building(s) and accessory structure(s). In the absence of a hydrologic and hydraulic study the default maximum percent of impervious cover shall be that from the master drainage plan wherein the design percentage of impervious cover is 55 percent (Runoff Coefficient, C=0.30 where C=12). If the zoning ordinance stipulates a lower maximum percentage for the zoning district, then that percentage shall be followed.~~

(76) —Front building setback lines shall be required on residential lots and reserves for commercial development.

(78) —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; A statement by the owner dedicating streets, rights-of-way, parks, and easements and other dedicatory statements, as set out by the city engineer.

Execution of owner's acknowledgement;

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;

Encumbrances certificate

Vacation of subdivision plat;

Certificate of amending plat; 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. A statement of certification shall also be provided for the chairman of the planning and zoning commission to approve the plat, pursuant to a motion duly made and passed by the planning and zoning commission, with the signature to be attested to by the commission's secretary.

(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.

~~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.~~

~~d. Final staking of perimeter and block corners, angle points and points of curvature in street rights-of-way shall be performed prior to final acceptance of the subdivision by the city council. Monumentation is required to be performed per the engineering department.~~

~~ede. 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) An electronic version of the plat, in a format that is compatible with the city's software.~~

~~(23) 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.

- ~~(544) A certified or cashier's 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.~~
- ~~(655) —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 as security for the completion of the improvements before the plat is recorded at the county.~~
- ~~4. 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.~~
- ~~5.—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 of land along with the proposed replat.~~
- ~~c. —Vacation of the previous plat is not required if:~~
- ~~(1) —A public hearing is held; and~~
- ~~(2) The replat does not attempt to amend or remove any covenants or restrictions. A note shall be placed on the replat.~~
- ~~d. —If the property to be replatted currently has or previously had in the last five years been limited to residential use for two units or less, then the following is required:~~
- ~~(1) —Notice of a public hearing shall be given before the 15th day of the hearing by publication in a newspaper of general circulation in Friendswood.~~
- ~~(2) —Notice of a public hearing shall be given before the 15th day before the date of the hearing by written notice to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll.~~
- ~~e. —If the replat requires a variance and a legal protest is submitted, then the proposed replat must receive, in order to be approved, the affirmative vote of at least three fourths of the planning and zoning 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 feet from that area, but within the original subdivision must be submitted to the planning department prior to the close of the public hearing.~~
- ~~fc. —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. Notice shall be required on all residential replats when the previous plat is not vacated and is not in compliance with subsection f.(1) of this section.~~

~~(1) —AA 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:~~

~~(1a) —Is signed and acknowledge by all the owners of the property being replatted;~~

~~(b2) —Is approved by the commission;~~

~~(3e) —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)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 if any, of the area being replatted was limited to residential use for two units or less during the preceding five years. These additional requirements are:~~

~~(2) any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.~~

~~(i)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 by written notice sent to property each owners 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. property which is being replatted.~~

~~(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. (ii) —If thea 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.~~

~~(a41) Notice shall be published in the official newspaper.~~

~~(2b4) Notice shall be given in writing, with a copy of Subsection f(3e) 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.~~

~~(3iii) —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.

(iv)g. Compliance with subsections f.2(e)(2)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.

(2) —The final replat shall meet all the requirements in section (3) for final plate.

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.

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 city manager, designee or commissionmunicipal 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.;
- (8e) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
- (98) —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.;~~or~~
- (109) —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;
- (110) 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. —~~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.~~

~~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 or common land.~~

~~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.~~

~~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 feet 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 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 futures 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 VIII. — Rights of way, private streets, and access — GgGeneral requirements and -design criteriarequirements 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.

Service drives; acceleration, deceleration, passing, or turning lanes; traffic control signal or other traffic control measures; and shared access with adjacent sites may be required by the appropriate approving authority at the request of the city engineer, at principal vehicular access points, with length and width as appropriate to the anticipated flow of traffic. Roads to serve the proposed development shall be designed and constructed in accordance with the subdivision ordinance and the Design Criteria Manual and shall be adequate to accommodate the vehicular traffic projected to be generated by the development. Pedestrian and bicycle access shall be coordinated with the vehicular access and separated to the maximum degree possible from vehicular access points to reduce congestion, friction, and hazard, except in those cases when a "shared space" arrangement is a safer alternative and is approved by the city engineer. 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

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.

B6. 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.

~~eGCD.~~ *Major thoroughfares and arterial~~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.

~~dDED.~~ *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. 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 80 feet

~~eEFE.~~ Partial or half streets. ~~Partial and H~~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.

~~fFGF.~~ 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.

GHG. 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 reset 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.

HHH. *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."

HHG. *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."

JKJ. 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.

KLK. 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.

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.~~ Section VII. Easements.

~~4A.~~ *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 ~~alongside~~ 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.

~~2B.~~ *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:~~

- ~~(1) Open ditch streets are approved; or~~
- ~~(2) The subdivision was accepted prior to sidewalks being a required improvement; or~~
- ~~(3) The property is an in-fill tract without an abutting sidewalk.~~

~~(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.~~

~~(g) Corner lots are required to install sidewalks along each frontage that has an abutting sidewalk.~~

~~(h) 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.~~

~~C. — Platting of public streets or easements across private easement fee strips.~~

~~(1.a) A copy of the instrument establishing any private easement shall be submitted with the preliminary plat.~~

~~(2.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.~~

~~(a1) 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.~~

~~(b2) 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.~~

~~(3.cD.) — 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.4.d) — Prior to filing the final plat for record, the following requirements shall be met:~~

~~1.(a)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.(b)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.~~

~~(c)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.~~

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.

DG. 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. ~~Water, wastewater and drainage systems~~Construction pPlans and sSpecifications.

A.—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.

~~— 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.~~

AB. Submittal Requirements.

1. Application

2. Fee (non-refundable)

3. ~~Before beginning any construction of the improvements required by this appendix, t~~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.

CC. 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 the city council 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.

FD. Final acceptance. 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, 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.

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.

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.

(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.

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.

~~(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; Ord. No. 2020-03, § 2, 2-3-2020)~~

Section ~~XIII~~IV. — Parks and recreation areas~~land dedication~~.

Aa. *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~~en 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.

~~bB~~. *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 ~~Dd~~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 De.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 De of this section.

eC. *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.

eD. *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 De. 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 Ce of this subsection or this subsection De 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 Ce.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.

eE. *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~~(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~~(b). Park sites should preferably be located so that users are not required to cross arterial roadways to access them.
 - ~~c~~(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~~(d). Sites should be located adjacent to a greenbelt system, where possible, so that connections to a trail network may be easily achieved.
 - ~~e~~(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~~(f). Sites should have and retain existing trees or other scenic elements.
 - ~~g~~(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~~(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~~(a). Where physically feasible, parks should be bounded by streets, or by other public uses (e.g., school, library, recreation center).

~~(b)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.

~~(e)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)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)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.

~~Gg.~~ *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.(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 Gg.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 Gg.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.

Hh. *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 1.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 XIVVI. - Platting and filing fFees.

Aa. *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.

Bb. *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. ~~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.

~~(Ord. No. 2000-01, § 2, 1-17-2000)~~

Section ~~XVIVII~~. - 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)

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: December 6, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the second and final 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

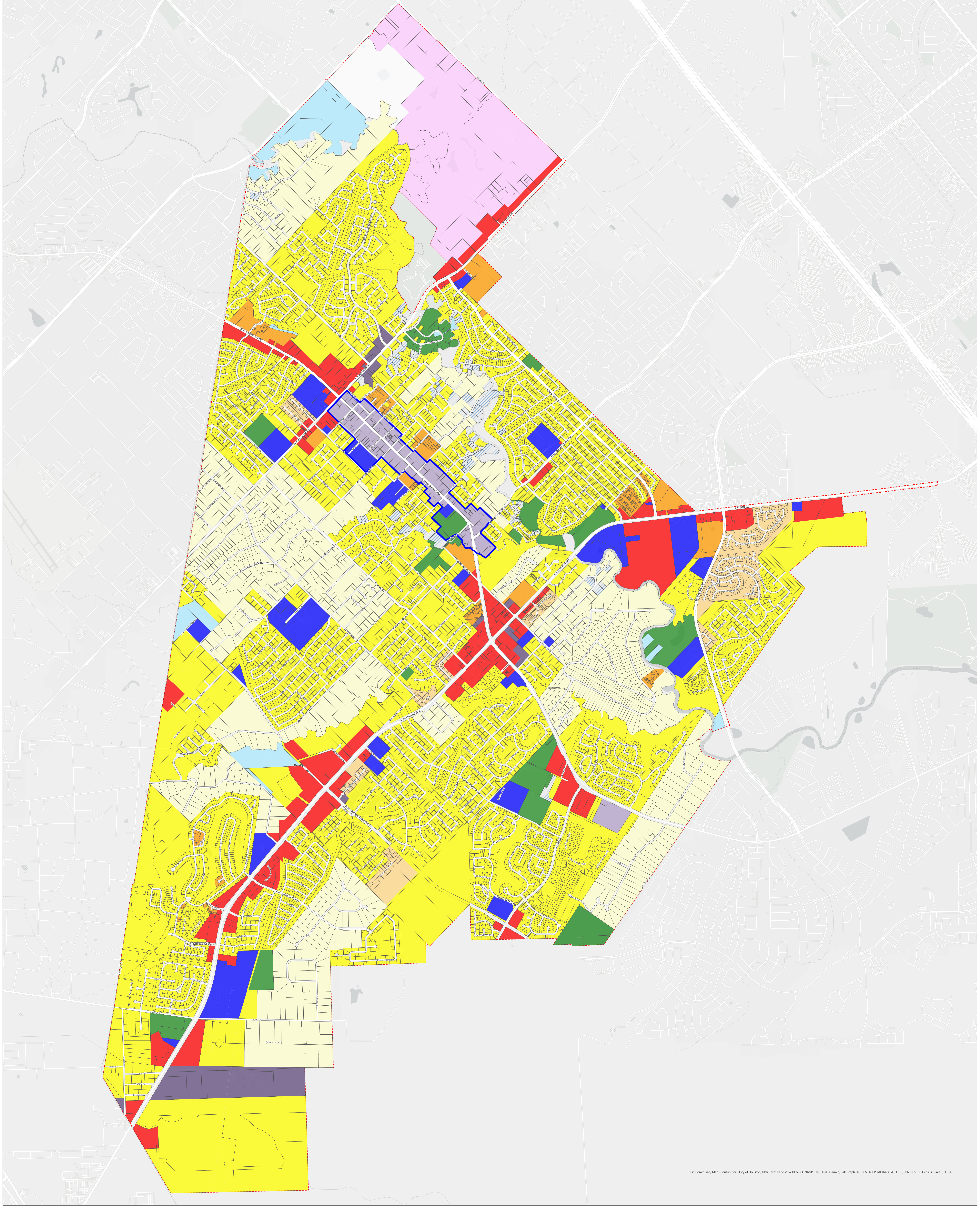
ATTEST:

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



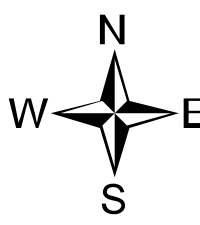
TM

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: December 6, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the second and final 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

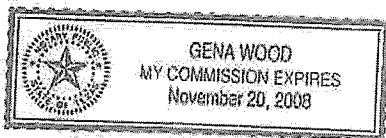
THE STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

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



ArcGIS Web Map



9/13/2021, 4:01:42 PM

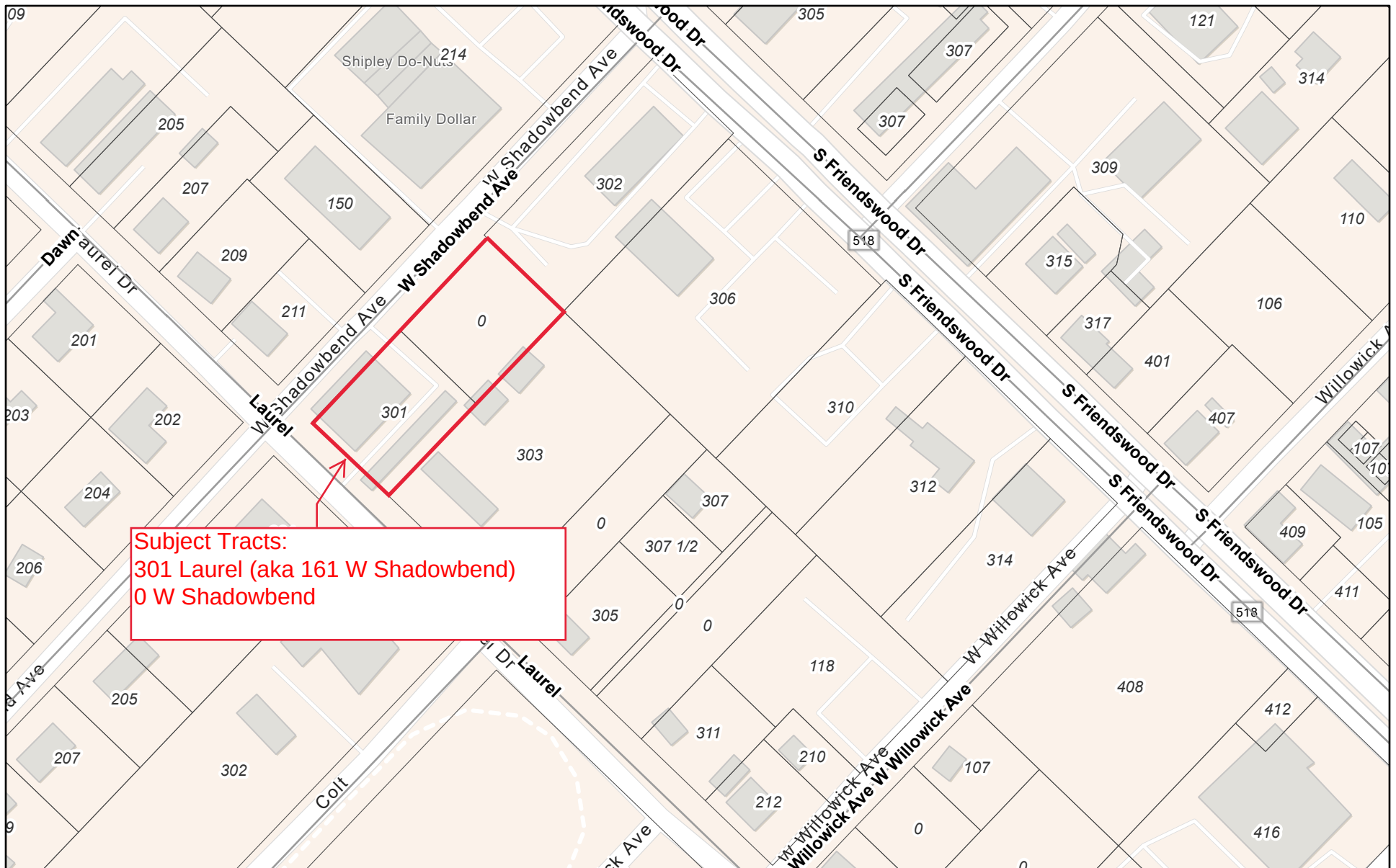
 City Limits  Streets  Parcels

1:1,128

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

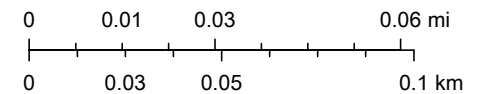
ArcGIS Web Map



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 City Limits  Streets  Parcels

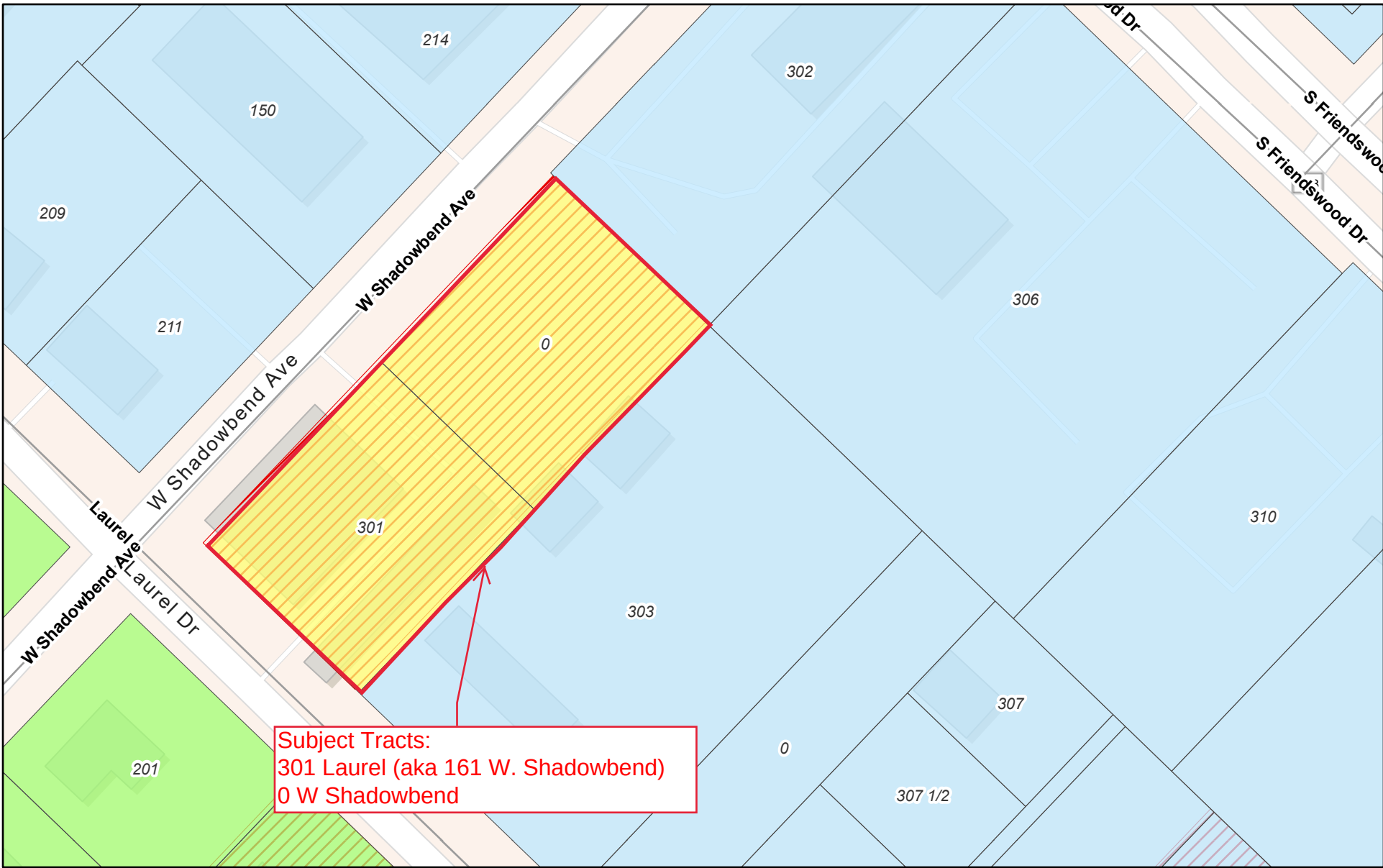
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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

ArcGIS Web Map



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 City Limits
  SFR
  DD
  Specific Use Permits

 Streets
  PUD

 Parcels

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: December 6, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on the second and final 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

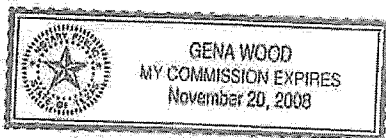
THE STATE OF TEXAS

COUNTY OF GALVESTON

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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

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

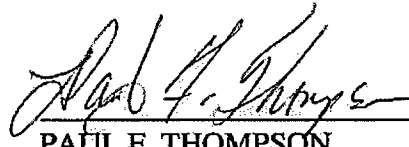
The undersigned, **PAUL F. THOMPSON and wife, SHERRILL A. THOMPSON** (hereinafter called "**Grantors**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantors in hand paid by **LAUREL PARK FRIENDSWOOD, LTD.**, a Texas limited 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

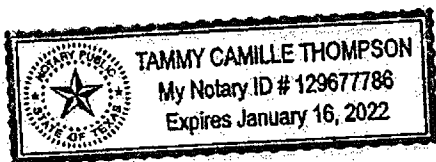
Grantee's Address:
Laurel Park Friendswood, Ltd.
161 West Shadowbend, Suite 100
Friendswood, Texas 77546

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

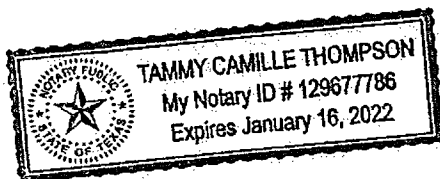
My Commission Expires: 01/16/22

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, 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.*

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.

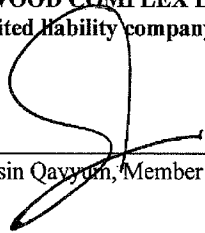
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[GRANTOR'S SIGNATURE AND ACKNOWLEDGEMENT FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of July 30, 2021.

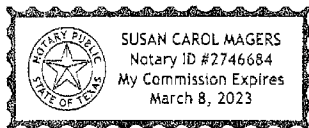
GRANTOR:

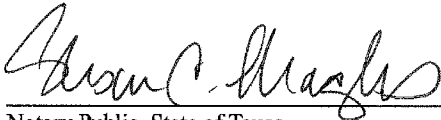
FRIENDSWOOD COMPLEX LLC,
a Texas limited liability company

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

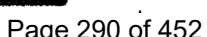
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



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.

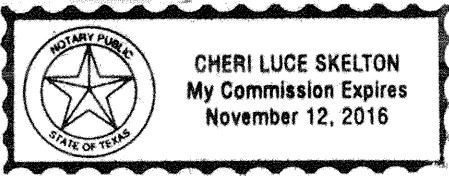
Mohsin Qayyum
Friendswood Complex, LLC

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.

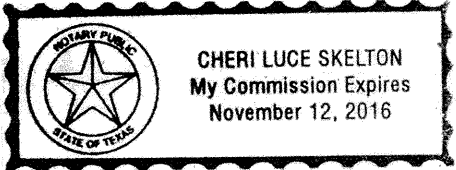
Jennifer Barker
Jennifer Barker
JPMorgan Chase Bank, N.A.

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

Eric E. Lio
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.

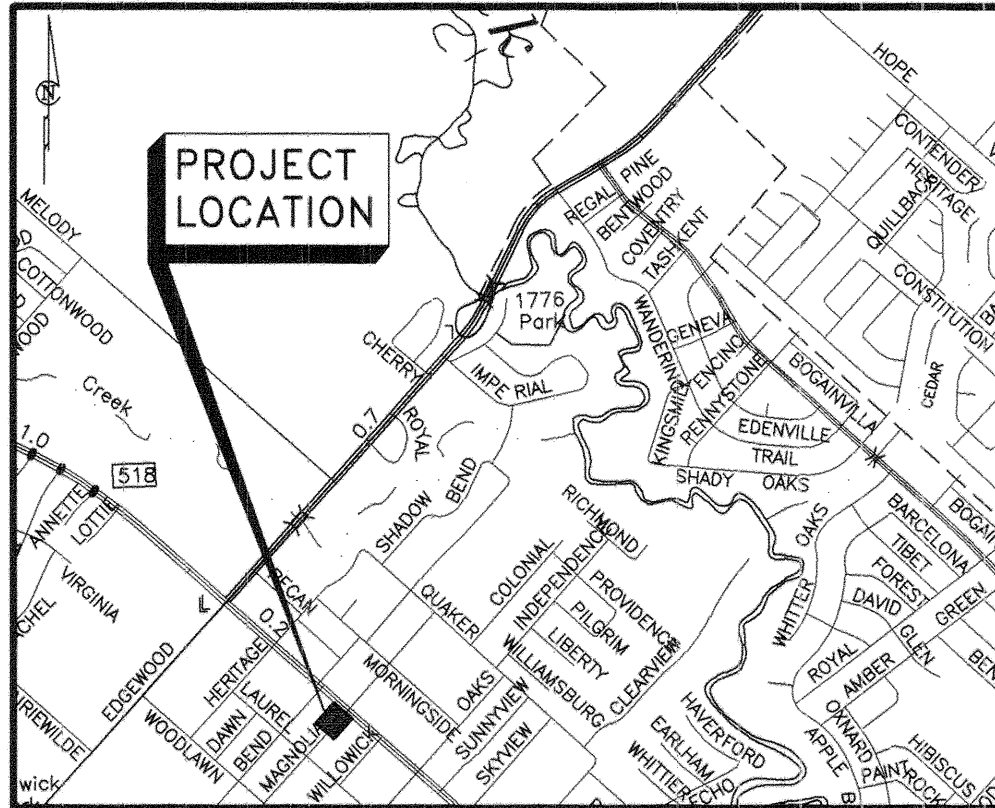
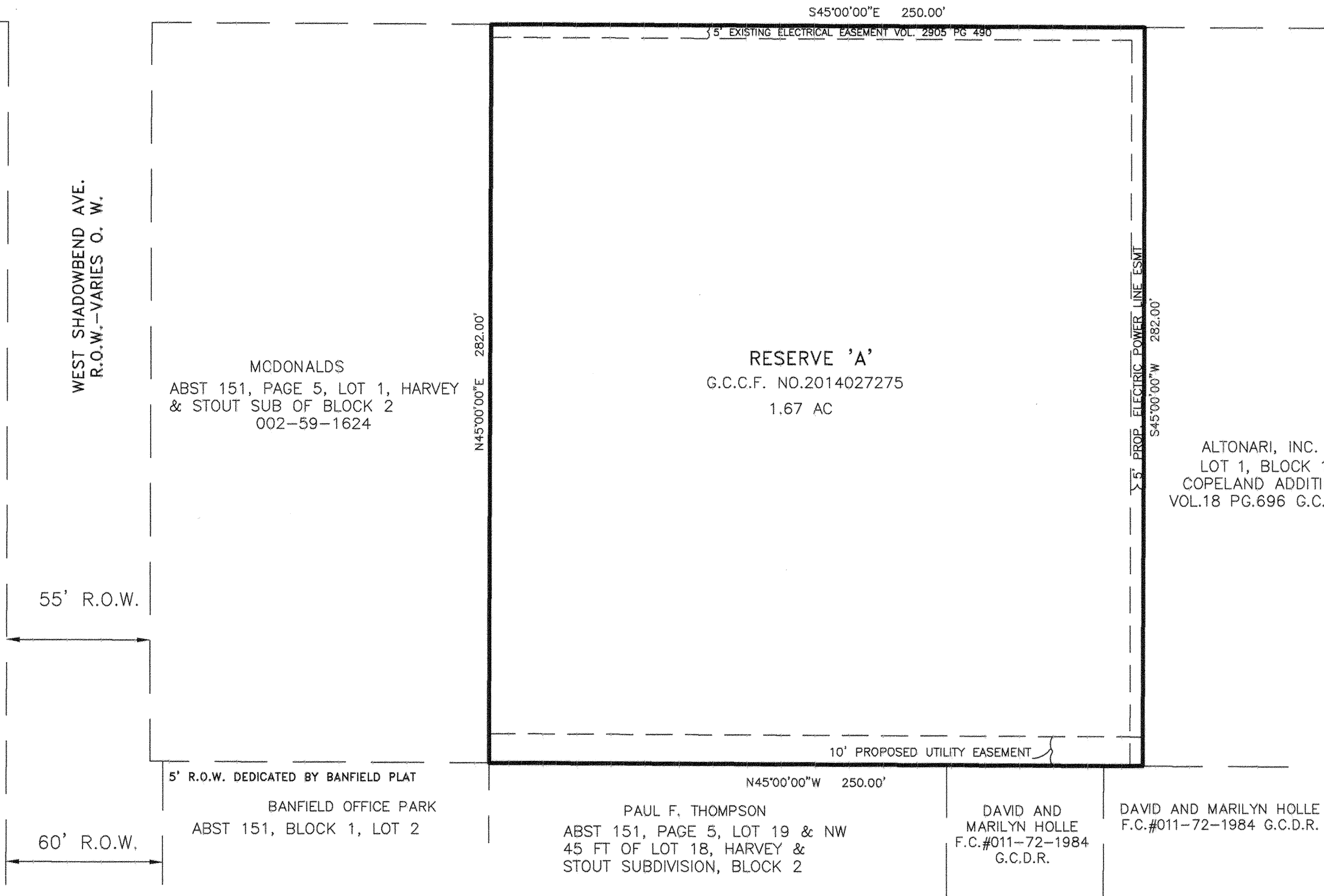
Michael D. Morton

04/05/2016

Michael D. Morton
Registered Professional Land Surveyor No.3686



SOUTH FRIENDSWOOD DRIVE
(F.M. 518)
100' R.O.W.



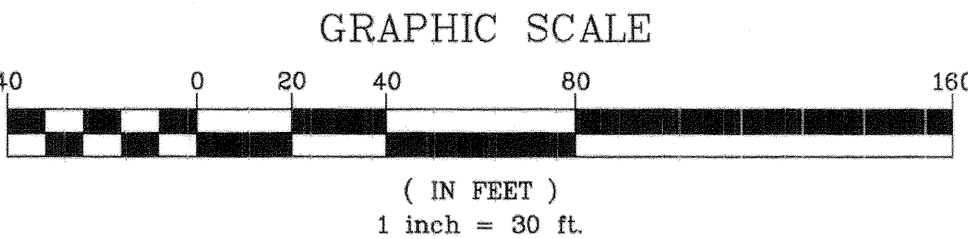
VICINITY MAP
SCALE : 1"=2000'
KEY MAP 656--D

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

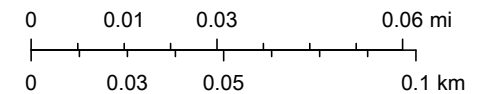
ArcGIS Web Map



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 City Limits  Streets  Parcels

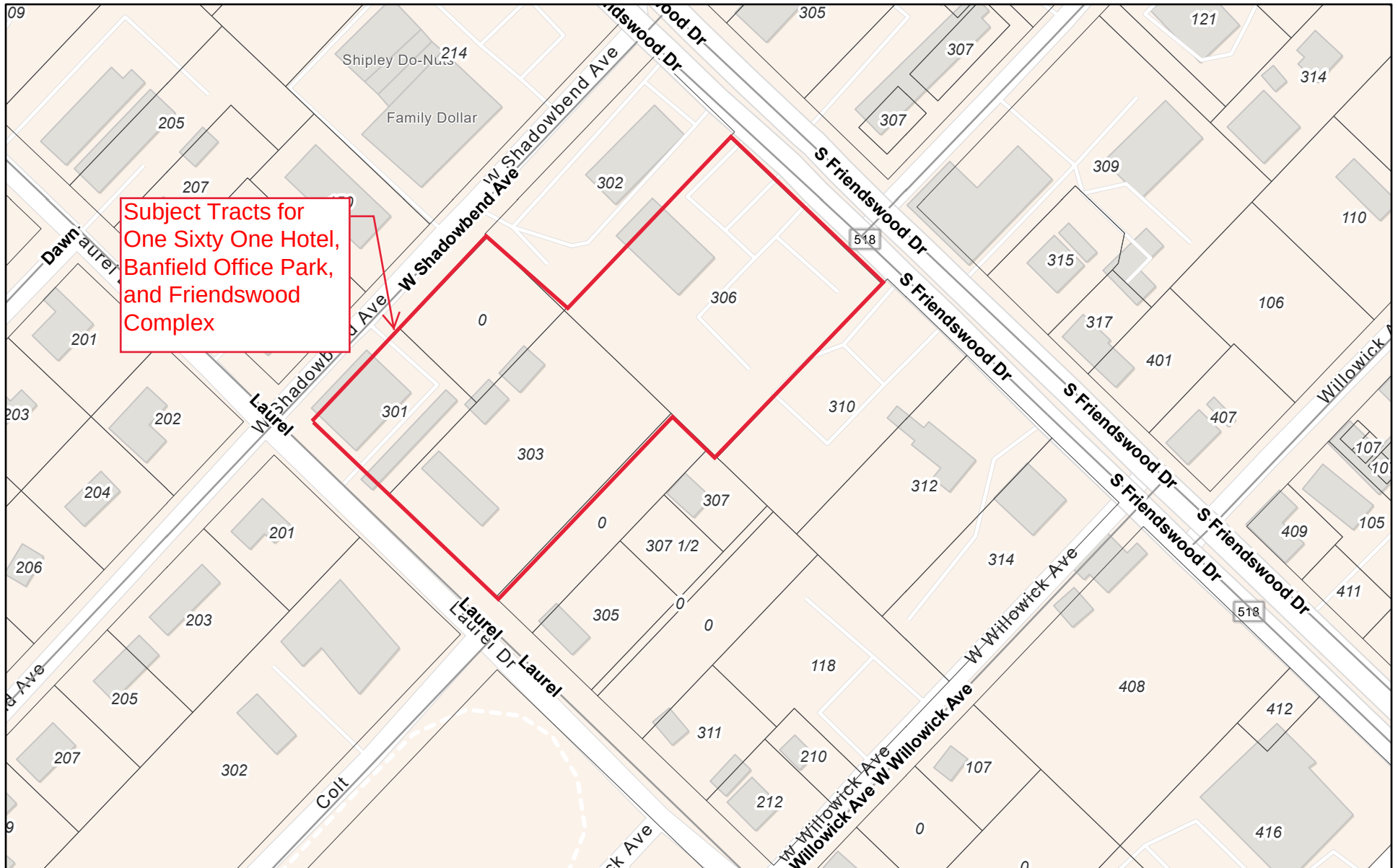
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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

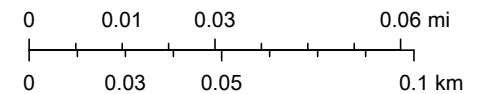
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 City Limits  Streets  Parcels

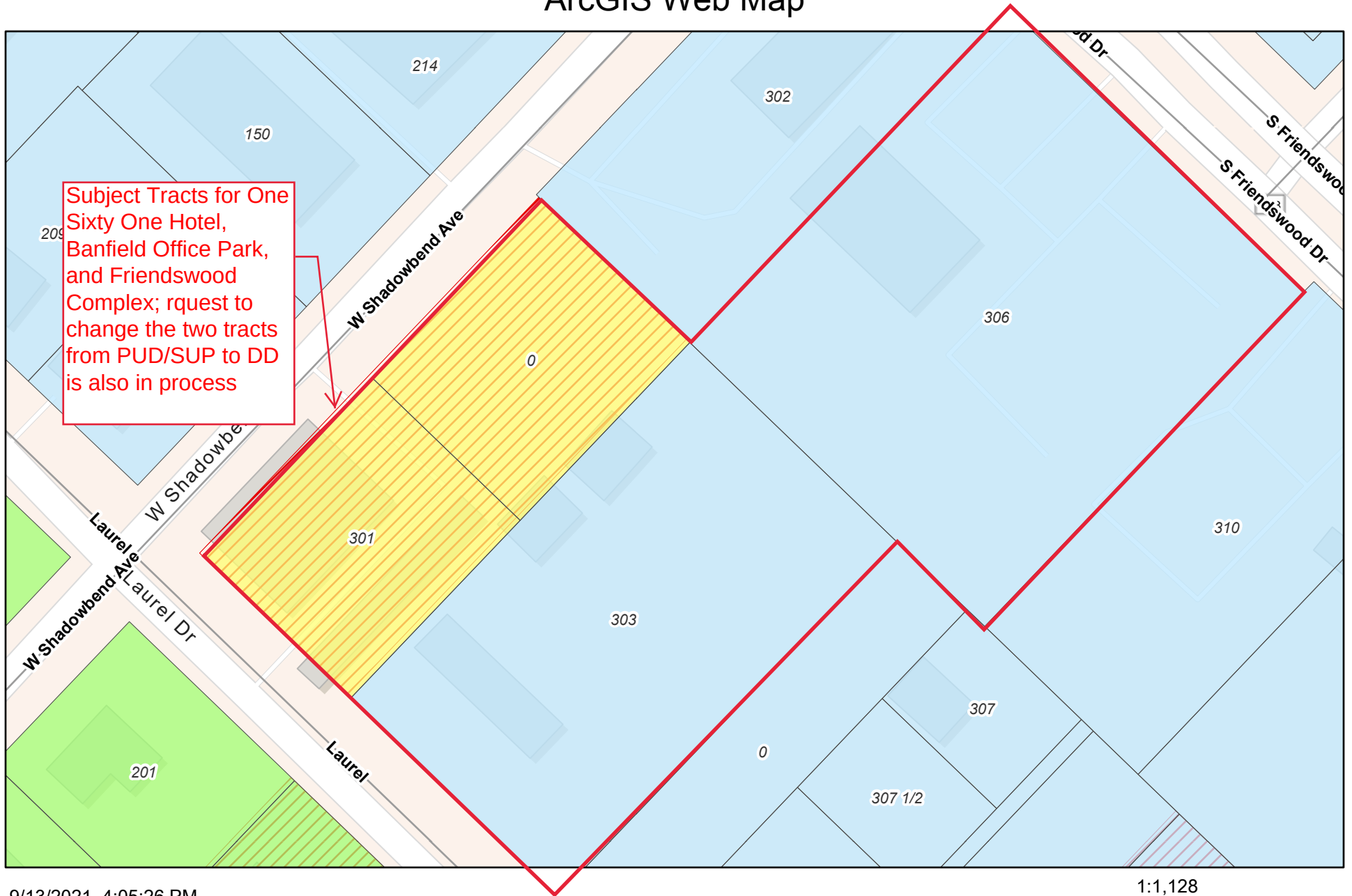
1:2,257



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB,

ArcGIS Web AppBuilder

ArcGIS Web Map



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 City Limits
  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

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
Austin / Dallas / Denver / Dubai / Houston / Mexico City / Phoenix /
San Francisco / Washington DC / International Affiliate Offices

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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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.

1 ARCHITECTURAL SITE PLAN

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
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

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CONSTRUCTION PURPOSES.

ARCHITECTURAL - RENDERINGS

DRAWN BY Author	CHECKED BY Checker
PROJECT NUMBER 420062	PROJECT ABBREVIATION 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.

CIVIL
GREY WOLF ENGINEERS
1806 BRYDAN STREET
HOUSTON, TX 77429
281-543-1138

**STRUCTURAL
SCA**
12511 EMILY COURT
SUGAR LAND, TX 77478
713-779-7252

FIGHTING
2LD GANDY2
10 N. MAIN STREET
HOUSTON, TX 77009
13-489-5111

BPI
BANFIELD PROPERTIES INC.

Banfield Properties Inc.

One Sixty One

161 W Shadowbend Avenue
Friendswood, TX 77546

REVISION HISTORY

REVISION	DESCRIPTION	DATE
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INTERIM REVIEW
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AUTHORITY OF
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from list in Family Types
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APPROVAL, BIDDING, PERMIT, OR
CONSTRUCTION PURPOSES.

Site Plan Photometry

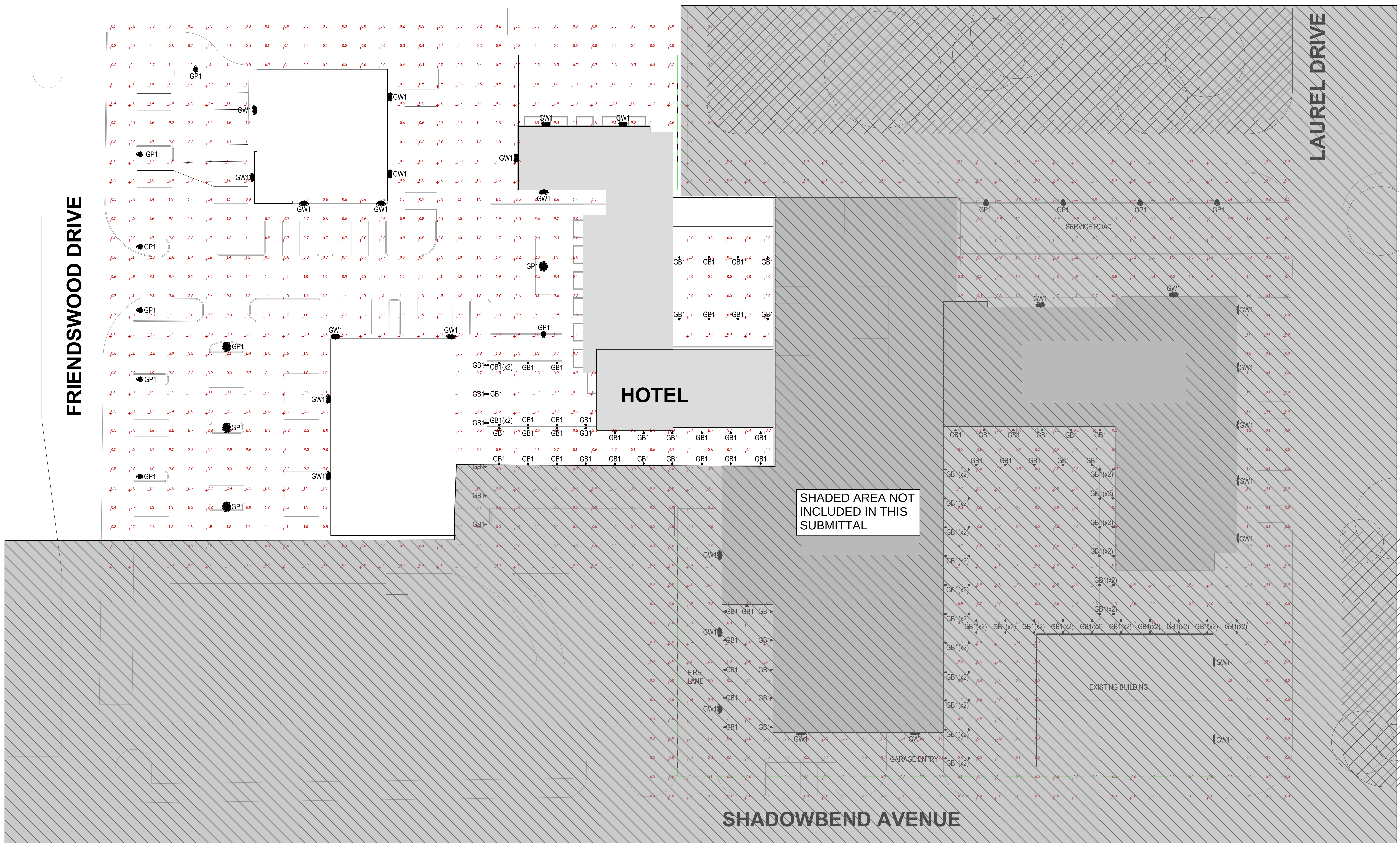
AWN BY _____ CHECKED BY _____

PROJECT NUMBER	PROJECT ABBREVIATION
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ORIGINAL ISSUE	DATE
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LT-101

SHEET NUMBER



REVISION HISTORY

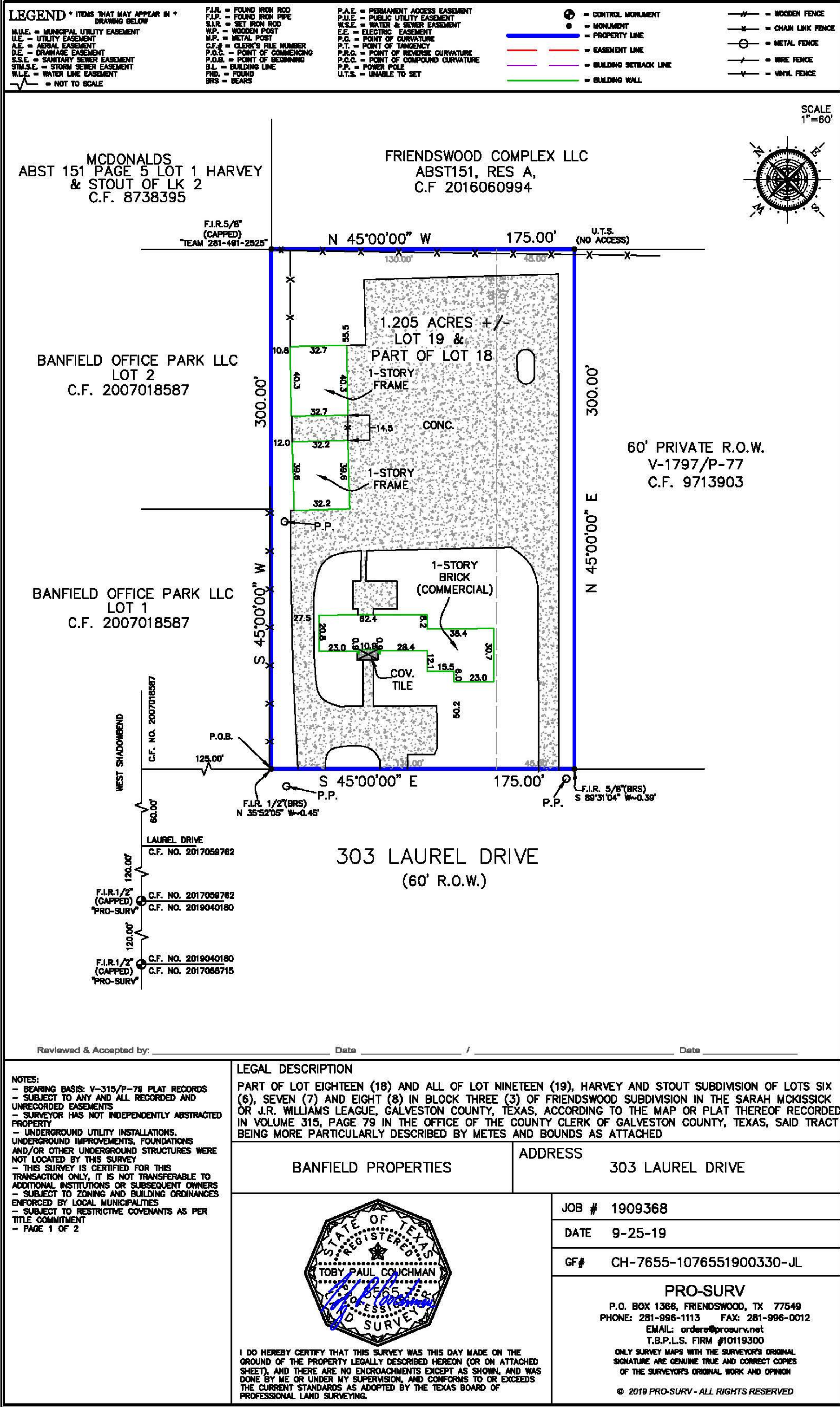
REVISION	DESCRIPTION	DATE
PROFESSIONAL SEALS		
INTERIM REVIEW		
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SURVEY REFERENCE

DRAWN BY Author	CHECKED BY Checker
PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE

R-100

SHEET NUMBER



DRAWING NOT TO SCALE

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

REVISION HISTORY

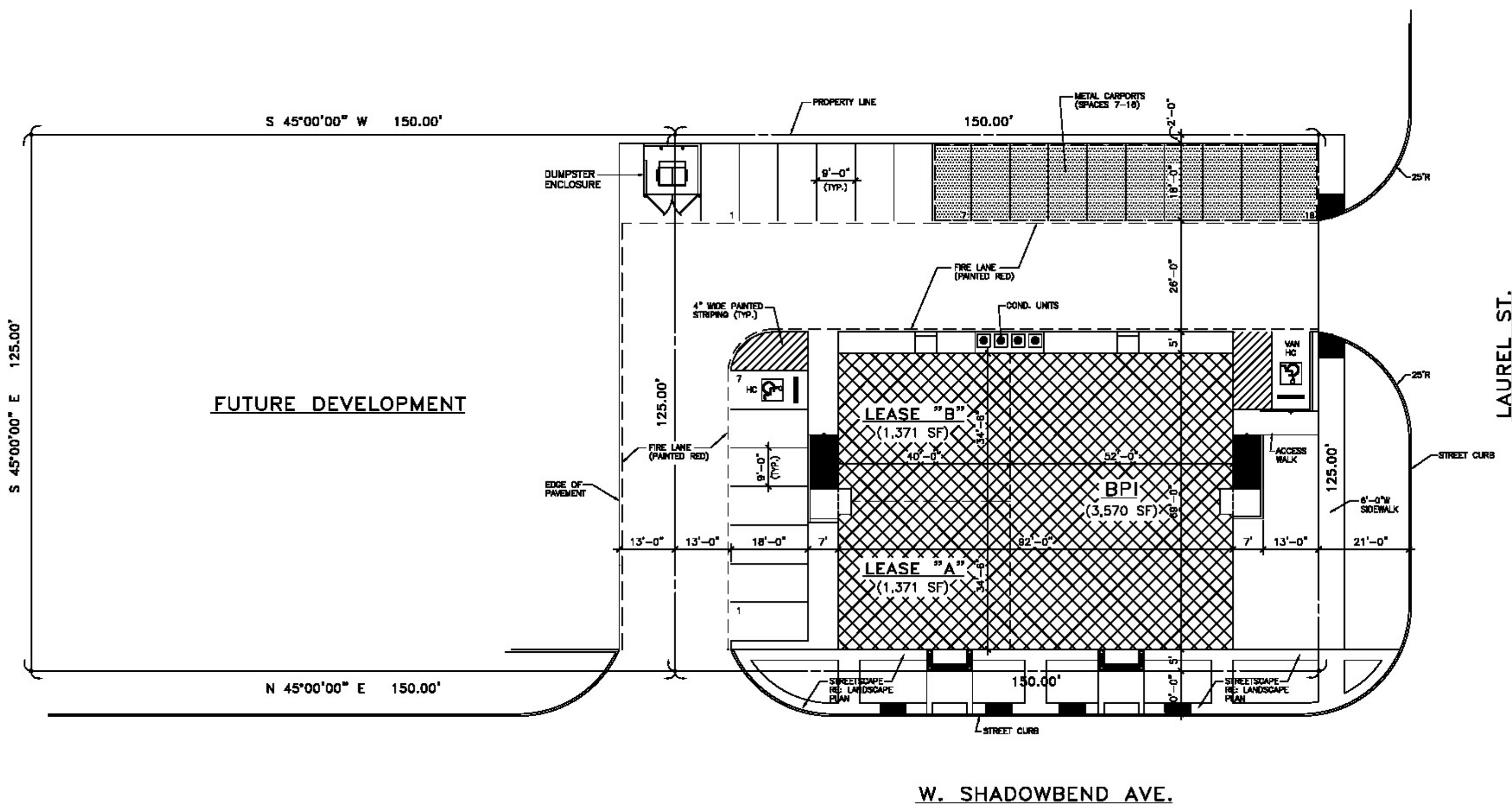
REVISION	DESCRIPTION	DATE
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PROFESSIONAL SEALS
INTERIM REVIEW
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PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF
*** choose ARCHITECT or ENGINEER ***
from list in Family Types
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APPROVAL, BIDDING, PERMIT, OR
CONSTRUCTION PURPOSES.

SURVEY REFERENCE

DRAWN BY Author	CHECKED BY Checker
PROJECT NUMBER 420062	PROJECT ABBREVIATION ABBREV
ORIGINAL ISSUE	DATE

R-101
SHEET NUMBER



SITE DEVELOPMENT PLAN

1/16" = 1'-0"



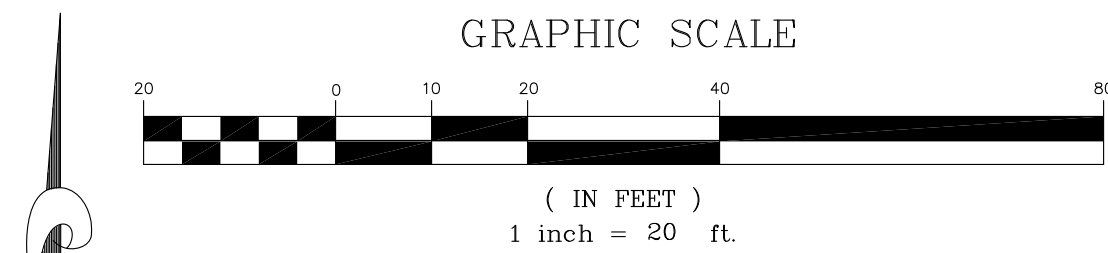
SYNOPSIS:

LAND:	125'-0"x150'-0" = 18,750 SQ.FT (.4304 ACRES)
ZONING:	OBD (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



- 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
 - M - MANHOLE
 - MW - MONITORING WELL
 - PM - PIPELINE MARKER
 - PP - POWER POLE
 - SP - SERVICE POLE
 - SM - SANITARY MANHOLE
 - STM - 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

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.

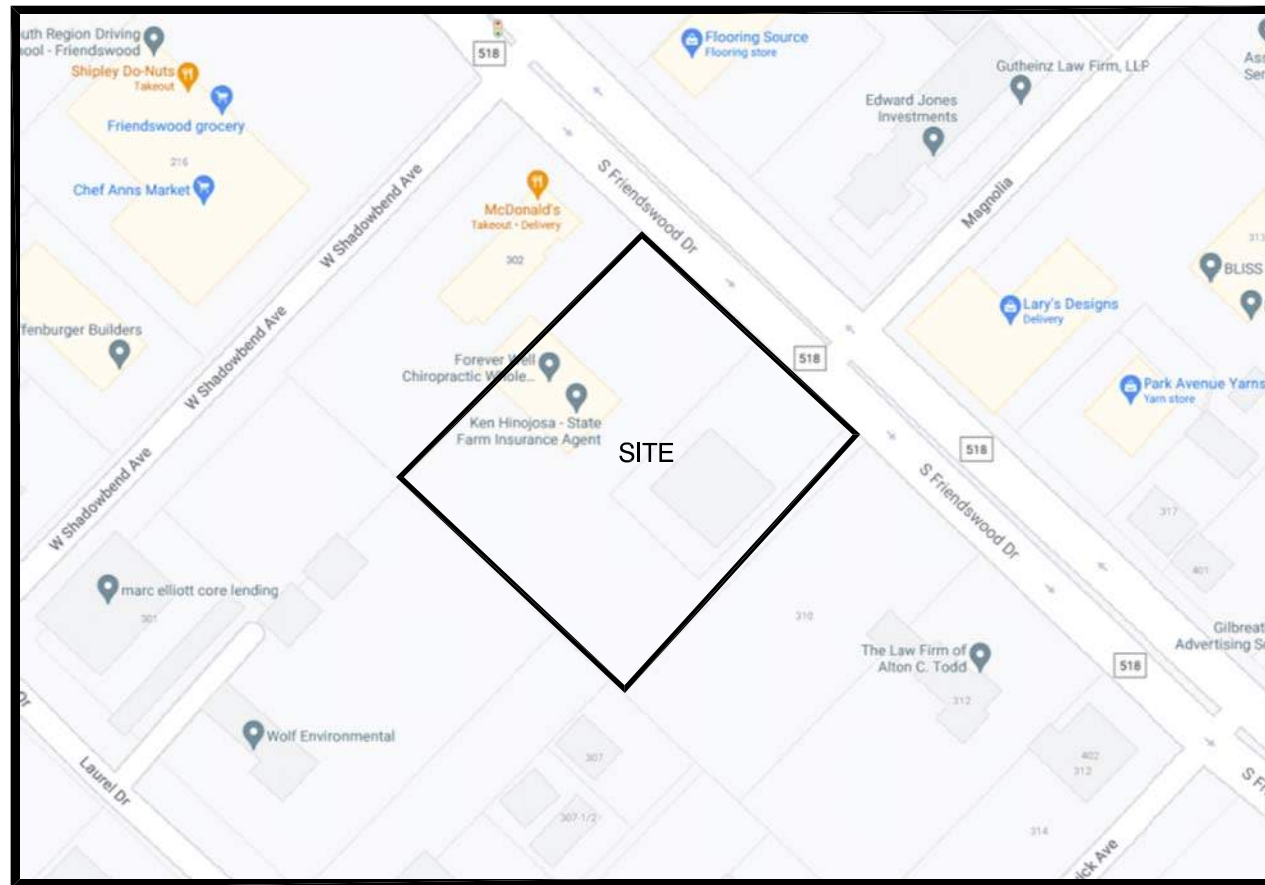
SURVEYOR'S CERTIFICATION

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

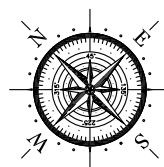
F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
S.I.R. = SET IRON ROD
W.P. = WOODEN POST
M.P. = METAL POST
C.F.# = CLERK'S FILE NUMBER
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
B.L. = BUILDING LINE
FND. = FOUND
BRS = BEARS

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.E. 9713903

WEST SHADOWBEND

P.O.B.

125.00'

60.00'

LAUREL DRIVE

120.00'

F.I.R.1/2" (CAPPED)

C.F. NO. 2017059762

C.F. NO. 2019040180

F.I.R.1/2" (CAPPED)

C.F. NO. 2019040180

C.F. NO. 2017068715

C.F. NO. 2007018587

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.

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: December 6, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the second and final 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. City Council approved the 1st reading of the ordinance on November 1, 2021. 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

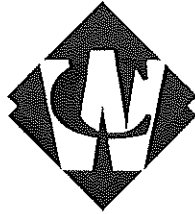
Lifts Per Week

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: December 6, 2021

Date submitted: 10/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the second and final 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 on November 1, 2021, 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 fee adjustments will be presented.

This is the 2nd of 2 readings required to adopt an ordinance amending the Appendix D Schedule of Fees of the City Code of Ordinances.

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	

EXHIBIT "A"

PART II - CITY CODE

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

		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	

EXHIBIT "A"

PART II - CITY CODE

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

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

		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	

EXHIBIT "A"

PART II - CITY CODE

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

		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:		

EXHIBIT "A"

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

	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)

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

	(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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Appendix D SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

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

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

		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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		a.	Water impact fees	\$1,407.00	74-52(d)																																								
		b.	Wastewater impact fees	\$2,820.00	74-52(d)																																								
	(6)		Water meter fees (cost per meter):																																										
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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																																									

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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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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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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

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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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		

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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: December 6, 2021

Date submitted: 11/05/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consideration and possible action regarding the first reading of a proposed ordinance amending the Code of Ordinances, City of Friendswood, Texas, Chapter 30 "Fire Protection and Prevention", Article IV., "Fireworks" by amending Section 30-140, "General Prohibition" to make it unlawful for any person to host or permit others to use or set in action any fireworks at a location under his/her control.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the first reading of a proposed ordinance that amends the Code of Ordinances, City of Friendswood, Texas, Chapter 30 "Fire Protection and Prevention", Article IV., "Fireworks" by amending Section 30-140, "General Prohibition" (the "Code") to make it unlawful for any person to host or permit others to use or set in action any fireworks at a location under his/her control.

The current code prohibits the sale and/or possession with the intent to sell, keep, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise use in action any fireworks or any description within the city limits of Friendswood. The proposed amendment expands the prohibition to those persons that allow and/or host said prohibited activities at a location that is under their control to include residences, businesses, private property, premises and/or public places.

Each person that violates the proposed code shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00, with each day of violation constituting a separate offense.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Proposed Ordinance - Amending Chapter 30 for Fireworks

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 30, "FIRE PROTECTION AND PREVENTION" ARTICLE IV., "FIREWORKS" BY AMENDING SECTION 30-140, "GENERAL PROHIBITION"; PROVIDING A PENALTY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

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

Section 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and welfare of the citizens of the City.

Section 2. That Chapter 30 of the Code of Ordinances, City of Friendswood, Texas, entitled "Fire Protection and Prevention", Article IV., "Fireworks", Section 30-140, "General Prohibition" is hereby amended to read as follows:

Sec. 30-140. General prohibition.

Except as otherwise specifically provided in this article, it shall be unlawful for any person to host or permit a person to possess, use or set in action any fireworks at a location under his or her control, including but not limited to the person's residence, business, other private property, place, or premises or public place, and it shall be unlawful for any person to sell, offer to sell, or have in his possession with intent to sell, keep, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks of any description.

Section 3. That a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, 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 this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED AND APPROVED on first reading this 6TH day of DECEMBER, 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 10TH day of JANUARY, 2022.

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: December 6, 2021

Date submitted: 11/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on the first reading of an ordinance regarding the street name change of Friendswood Lakes Boulevard to Friendswood Parkway, to include the existing thoroughfare from FM 528/West Parkwood Avenue to the League City and Friendswood city limit and the future thoroughfare planned from FM 528/West Parkwood Avenue to the Pearland and Friendswood city limit.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The current name of Friendswood Lakes Boulevard was assigned by the developer of the Friendswood Lakes Subdivision. Now that this boulevard is going to serve all of Friendswood and eventually connect to League City Parkway (also known as 96/Brittany Lakes Blvd) and Pearland Parkway, it only seems fitting to rename the boulevard to Friendswood Parkway. Additionally, it would be beneficial to make the change now before any more addresses are assigned. There are currently three businesses located and addressed to Friendswood Lakes Boulevard - The Goddard School, Bushi Ban and Mathnasium of Friendswood. Staff personally visited the three business owners to inform them of the street name change and explained that the change would be effective December 31, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Renaming the roadway now before any more addresses for businesses or other purposes are assigned would be beneficial.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Ord 2021-XX Friendswood Parkway Street Name Change 2 Readings
2. Exhibit A Friendswood Parkway

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE STREET NAME CHANGE OF FRIENDSWOOD LAKES BOULEVARD TO FRIENDSWOOD PARKWAY, TO INCLUDE THE EXISTING THOROUGHFARE FROM FM 528/WEST PARKWOOD AVENUE TO THE LEAGUE CITY AND FRIENDSWOOD CITY LIMIT AND THE FUTURE THOROUGHFARE PLANNED FROM FM 528/WEST PARKWOOD AVENUE TO THE PEARLAND AND FRIENDSWOOD CITY LIMIT PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

* * * * *

WHEREAS, it is the intent of City Council to protect the public health, safety and welfare of the citizens of Friendswood; and

WHEREAS, municipalities may, under their police powers, enact reasonable regulations to promote the health, safety and welfare of citizens; and

WHEREAS, the City of Friendswood is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality; and

WHEREAS, Texas Local Government Code Section 51.001(2) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is necessary or proper for the carrying out of a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, Texas Transportation Code Section 311.001(a) states that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, it is in the public interest to change the name of a public street as set forth herein; and

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

Section 1. That the name of Friendswood Lakes Boulevard is hereby changed to Friendswood Parkway along the entire length of the existing thoroughfare and the future planned thoroughfare from city limit to city limit, as shown in Exhibit A, attached hereto.

Section 2. That the purpose of the street name change is to ensure public safety.

Section 3. That the City Manager is hereby ordered and directed to cause the installation of proper street signs and City of Friendswood maps to be amended to reflect the above-described street name change.

Section 4. 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.

Section 5. That this ordinance shall take effect immediately upon final passage.

PASSED AND APPROVED this 6th day of DECEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED AND APPROVED this 10th day of JANUARY, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

Exhibit A
Street Name Change
Friendswood Parkway

FIGURE 7
CITY OF FRIENDSWOOD
Major Thoroughfare Plan



Updated: March 5, 2018
April 19, 2004 (R2004-07)
July 2, 2001 (R2001-31)
July 20, 1998 (R 1998-23)

Legend

- Major - Sufficient Width
- Major - To Be Acquired
- Boulevard - Sufficient Width
- Boulevard - To Be Acquired
- Boulevard - To Be Widened
- Collector - Sufficient Width
- Collector - To Be Acquired
- Collector - To Be Widened
- Downtown District Boundary

Friendswood
Parkway - city limit
to city limit

STREET NAME	STREET TYPE	STREET CLASS	STREET STATUS	STREET LENGTH	STREET WIDTH	STREET SURF	STREET LIGHTS	STREET TREES	STREET UTILITIES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES

STREET NAME	STREET TYPE	STREET CLASS	STREET STATUS	STREET LENGTH	STREET WIDTH	STREET SURF	STREET LIGHTS	STREET TREES	STREET UTILITIES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES
ALBANY	STREET	MAJOR	ACQUIRED	0.10	40.00	ASPH	YES	YES	YES

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: December 6, 2021

Date submitted: 10/27/2021

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 III" 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 eleventh 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 detail 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 III 2021–2022.

ATTACHMENTS

1. 2021 12 06 Proposed Ordinance - FY 22 BA III_formatted
2. FY22 BA III Exhibit A 12-06-2021 v1
3. FY22 BA III Exhibit B 12-06-2021 v1

(Title: An Ordinance adopting Budget Amendment III 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 III" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2021-2022"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2021-22, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2021-2022"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2021-2022.

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

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

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022,” is hereby amended for municipal purposes as shown on “Budget Amendment III” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2021-2022” attached hereto. Said Budget Amendment III 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 6th day of DECEMBER, 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 III
December 6, 2021**

1. **Prior Year Encumbrance, \$14,915,663.** Appropriate funds for purchase orders issued in fiscal year 2020-21 and outstanding at fiscal year-end, September 30, 2021. Goods and services for these purchase orders will be received and expensed in fiscal year 2022.
2. **Unencumbered Capital, \$17,704,621.** Re-appropriate funds budgeted for capital expenditures in fiscal year 2020-21; but not expensed at fiscal year-end September 30, 2021. Goods and services will be received and expensed in fiscal year 2021-22. Section 8.06 of the City Charter allows for funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.
3. **Parks & Recreation Department – City Hall Safety & Security Modifications, \$34,096.** Appropriate funds to renovate City Hall in order to provide proper safety and security for employees. The Facilities Division enclosed three offices in Administrative Services. They will also install a secure access door in the Parks & Recreation hallway and modify the breakroom to create a storage closet. In the City Secretary's hallway, they will improve access control for a stairwell door. The recording studio will have sound proofing materials installed. The additional funding needed will come from restricted PEG Channel funding and unassigned general fund balance.
4. **Centennial Park and Lakes of Falcon Ridge Concrete Wall, \$19,400.** Appropriate additional funds for change order #1 to remove deteriorating wall and construct a new, vericrete wall spanning approximately 3,000 linear feet. Council awarded the bid to Republic Masonry & Fencing LLC at the June 7, 2021 City Council meeting. The funding source will be unassigned general fund balance.
5. **Public Works Insurance Reimbursement, \$10,557.** Appropriate insurance reimbursement received for vehicle damage claims to Public Works vehicle unit PW59 and PW60. Funds will be appropriated to the Public Works water operations division budget to offset the vehicle repair expenses. One insurance reimbursement was received in prior year. Several additional insurance reimbursements were received from Texas Municipal League during October and November. The funding source will be working capital and insurance proceeds.
6. **Engineering/Capital Projects – Installation of Sidewalks Throughout City Limits, \$60,973.** Appropriate funds for the installation of sidewalks throughout city limits. The Sidewalk Installation Fund will provide \$43,792 towards the total project cost. The General Fund will supplement the total project cost with an appropriation of \$17,181. Sidewalk installation locations are determined by the developer contribution made into the Fund. The funding source will be Sidewalk Installation Fund and unassigned General Fund balance.
7. **Police Department – Public Safety Software, Hardware & Implementation, \$756,003.** Appropriate funds for the implementation of new public safety software. The current public safety software vendor will be discontinuing the current software product. After thorough review, ICS was chosen as the new vendor based on extensive experience with providing, implementing, and supporting public safety software systems. The funding source will be unassigned General Fund balance and will cover software, hardware, and a contingency for additional implementation costs.

8. **Information Technology – Server for Blackhawk Facility, \$30,602.** The City received capital lease proceeds in FY21 to purchase a server for the Blackhawk facility. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund. Unassigned fund balance will be appropriated to cover the cost of the project incurred in FY22.

City of Friendswood						
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BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	001-0000-30200				Prior Year Encumbrances - General Fund	(1,798,564)
1	001-0301-413.5400		21003228	Imagenet Consulting LLC	Shredder - Destroyit 4002 Adjustment	2,799
1	001-0303-419.7400		21003228	Imagenet Consulting LLC	3 year maintenance for Destroyit 4002 Adjustment	570
1	001-6310-459.5400		21002737	Demco, Inc	Sub Class Label - Realistic Fiction Adjustment	9
1	001-6310-459.5400		21002737	Demco, Inc	Modern Subject Class Label Fiction Adjustment	9
1	001-6310-459.5400		21002737	Demco, Inc	Subject Classification Labels - Space	9
1	001-6310-459.5800		21002737	Demco, Inc	Arcadia End Panel Bookcase Flat Adjustment	1,196
1	001-6310-459.5800		21003190	CDW Technologies LLC	HP ProBook 440 GB - 14" Core Adjustment	2,787
1	001-6310-459.7720		21003190	CDW Technologies LLC	Faronics Deep Freeze Std Ed - Lic Adjustment	136
1	001-0716-419.8800		21002772	U.S. Tech Inc	MBB rk/wall mt hrdwrd in/out bypass swth	1,339
1	001-0716-419.8800		21002772	U.S. Tech Inc	Eaton 9PXM 12KVA/10.8W Adjustment	11,676
1	001-0716-419.8800		21002772	U.S. Tech Inc	Upgrade standard two-year warranty Adj	1,079
1	001-0716-419.8800		21002772	U.S. Tech Inc	Onsite Startup by Eaton technician Adj	1,165
1	001-0716-419.8800		21002772	U.S. Tech Inc	9PXM Battery Module Adj	3,320
1	001-3610-431.6800		21002984	UV Country, Inc.	Motor-PA-CH4140-3280 Kohler Eng PW130 Adj	1,024
1	001-3610-431.6800		21002984	UV Country, Inc.	Shipping PW130 Adj	86
1	001-6310-459.5482		21000006	Ingram Library Services	Standing Book Order Adjustment	83
1	001-6310-459.5482		22000180	Rowman & Littlefield Publishing	PLACE TOWNS TOWNSHIPS 2021 7ED Adj	155
1	001-6310-459.5484		21000007	Ingram Library Services	Standing DVD Order Adjustment	66
1	001-6310-459.5485		21002959	Blackstone Audio, Inc.	Audiobook Order Adjustment	66
1	001-6310-459.5482		21001743	Baker & Taylor, Inc.	Misc. Reserves 3.30.21 Adj	11
1	001-6310-459.5482		21002109	Baker & Taylor, Inc.	Library Aware July 2021 Adj	65
1	001-6310-459.5482		21002426	Baker & Taylor, Inc.	Library Aware August 2021 Adj	183
1	001-6310-459.5482		21002436	Baker & Taylor, Inc.	June Nonfiction 2021 Adj	194
1	001-6310-459.5482		21002688	Baker & Taylor, Inc.	July Nonfiction 2021 Order Adj	203
1	001-6310-459.5482		21002742	Baker & Taylor, Inc.	Misc. Rerserves 7.20.21 Adj	1,008
1	001-6310-459.5482		21002885	Baker & Taylor, Inc.	Library Aware October 2021 Adj	430
1	001-6310-459.5482		21002965	Baker & Taylor, Inc.	Take & Make Order Adj	73
1	001-6310-459.5482		21003007	Baker & Taylor, Inc.	August Nonfiction 2021 Adj	444
1	001-6310-459.5482		21003018	Baker & Taylor, Inc.	Fall Titles 2021 Adj	1,263
1	001-6310-459.5482		21003153	Baker & Taylor, Inc.	September Nonfiction 2021 Adj	655
1	001-6310-459.5482		21003163	Baker & Taylor, Inc.	Misc. Reserves 9.8.21 Adj	1,753
1	001-6310-459.5484		21003169	Baker & Taylor, Inc.	DVD Order 9.7.21 Adj	54
1	001-2120-421.5200		21002960	Galls, LLC	BODY ARMOR SCOTT MUIR Adj	795
1	001-2120-421.5200		21002960	Galls, LLC	BODY ARMOR CARRIER SCOTT MUIR Adj	228
1	001-2120-421.5200		21003038	Galls, LLC	VEST CARRIER J.DEMENT Adj	228
1	001-2120-421.5200		21003138	Galls, LLC	BLAUER FLEXRS COVERT PANT-8666	66
1	001-6430-456.8200		21002446	Republic Masonry & Fencing	Centennial Park Fence Adj	416,189
1	001-3610-431.8400		21003084	Osburn Associates, Inc.	TrafficJet 1638 Adj	33,850
1	001-3610-431.8400		21003084	Osburn Associates, Inc.	Overlay Adjustment	528
1	001-3610-431.8400		21003084	Osburn Associates, Inc.	Flush Adjustment	165
1	001-3610-431.8400		21003084	Osburn Associates, Inc.	Ink Various Adjustment	1,410

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BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	001-3610-431.8400		21003084	Osburn Associates, Inc.	HIP White Adjustment	780
1	001-6310-459.5482		21003003	Blackstone Audio, Inc.	Audiobook Order Adj	113
1	001-6310-459.5485		21000146	Blackstone Audio, Inc.	Audiobook Standing Order Adj	295
1	001-0101-411.5400		21002456	Hallmark Office Products	Chairs for Mayor Foreman's Office Adj	757
1	001-0101-411.5800		21002627	Hallmark Office Products	Graphic Chair task Taupe G2 Allante Adj	2,271
1	001-0101-411.8400		21003013	Hallmark Office Products	24x72 rectangular table flip top ACJ Adj	2,873
1	001-0101-411.8400		21003013	Hallmark Office Products	graphic chair taskTaupe G2 Allante Adj	2,274
1	001-0201-411.5800		21002627	Hallmark Office Products	Filing Credenza 72" White base ACJ	623
1	001-0201-411.5800		21002788	CDW Technologies LLC	Dual Monitor Arm Mounting Adj	640
1	001-0401-415.7120		21003278	Whitley Penn, LLP	INTERIM AUDIT SERVICES - FY 2021 Adj	2,947
1	001-0716-419.8800		21002500	Ford Audio-Video Systems, LLC	PTZ Camera Equipment Adj	1,548
1	001-0716-419.8800		21002500	Ford Audio-Video Systems, LLC	Preventative Maintenance Adj	461
1	001-0716-419.8800		21002500	Ford Audio-Video Systems, LLC	non contract equipment Adj	2,850
1	001-0716-419.8800		21002500	Ford Audio-Video Systems, LLC	INTEGRATION SERVICES Adj	4,371
1	001-0716-419.8800		21002500	Ford Audio-Video Systems, LLC	HARDWARE & BULK WIRE Adj	368
1	001-0716-419.8800		21002557	Ford Audio-Video Systems, LLC	HARDWARE Adj	819
1	001-0716-419.8800		21002557	Ford Audio-Video Systems, LLC	CABLES & CABLTNG Adj	1,155
1	001-0716-419.8800		21002557	Ford Audio-Video Systems, LLC	Preventative Maintenance Adj	1,076
1	001-0716-419.8800		21002557	Ford Audio-Video Systems, LLC	EQUIPMENT RACK & ACCESSORIES Adj	1,607
1	001-0716-419.8800		21002557	Ford Audio-Video Systems, LLC	EQUIPMENT Adj	31,082
1	001-0716-419.8800		21002557	Ford Audio-Video Systems, LLC	INTEGRATION SERVICES Adj	24,191
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Control Equip for Studio Recording Adj	2,252
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Video Equip for Studio Recording Adj	15,288
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Lighting System for Studio Recording Adj	37,446
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Rack/PWR/ACC Eqp for Studio Recording Adj	5,341
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Integration Srvc for Studio Recording Adj	26,806
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Audio Equip for Studio Recording Adj	6,946
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Misc Hdwr & Bulk Wire Studio Recording Aj	2,908
1	001-0716-419.8800		21003146	Ford Audio-Video Systems, LLC	Op UPS Rack/PWR/ACC Studio Recording Adj	1,514
1	001-2501-422.5400		21001251	GT Distributors, Inc.	Federal Cartridge 5.56MM 55gr. Adj	1,233
1	001-2501-422.5400		21001251	GT Distributors, Inc.	Federal Cartridge 9Mm 124GR Adj	642
1	001-6310-459.5400		21002940	CDW Technologies LLC	Canon PFI-1300 Y - yellow-org- tank Ad	196
1	001-6310-459.5400		21003143	CDW Technologies LLC	Canon PFI-1300 GY Gray Ink Tank Adj	178
1	001-6310-459.5482		21001716	Baker & Taylor, Inc.	March Nonfiction 2021 Adj	143
1	001-6310-459.5482		21001823	Baker & Taylor, Inc.	Take & Make Books 2021 Adj	57
1	001-6310-459.5482		21001862	Baker & Taylor, Inc.	Library Aware June 2021 Adj	91
1	001-6310-459.5482		21001885	Baker & Taylor, Inc.	YA Summer 2021 Adj	30
1	001-6310-459.5482		21001930	Baker & Taylor, Inc.	True Crime Book Club books Adj	81
1	001-6310-459.5482		21001940	Baker & Taylor, Inc.	April 2021 Non-fiction Adj	84
1	001-6310-459.5482		21002179	Baker & Taylor, Inc.	May Nonfiction 2021 Adj	111
1	001-6310-459.5482		21002224	Baker & Taylor, Inc.	Misc. Reserves 5.27.21 Adj	256
1	001-6310-459.5482		21002625	Baker & Taylor, Inc.	Library Aware September 2021 Adj	119

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BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	001-6310-459.5484		21002702	Baker & Taylor, Inc.	DVD Order 7.20.21 Adj	39
1	001-6310-459.5484		21002886	Baker & Taylor, Inc.	DVD Order 8.2.21 Adj	57
1	001-6310-459.5487		21002114	Baker & Taylor, Inc.	May Music 2021 Adj	30
1	001-6310-459.5487		21002783	Baker & Taylor, Inc.	July Music 2021 Adj	36
1	001-6310-459.5487		21003071	Baker & Taylor, Inc.	August Music 2021 Adj	77
1	001-6310-459.5800		21003233	CDW Technologies LLC	CyberPowerPC Gamer Xtreme Adj	1,542
1	001-6310-459.5800		21003245	Library Interiors of Texas	36" x 60" x 29" Fixed Height Table Adj	1,887
1	001-6310-459.5800		21003245	Library Interiors of Texas	24" x 60" Flip Top/Nesting Table Adj	1,907
1	001-6310-459.7400		21002862	North American Catholic Education	12-Month Service Fee for Hot Spots Adj	645
1	001-6310-459.7400		21002911	Advantage Archives	Newspaper Archival Services Adj	8,233
1	001-6430-456.6400		21002991	Wharton Electrical Services	Replace 400 amp fused disconnect Adj	2,450
1	001-6430-456.6400		21002991	Wharton Electrical Services	Replace 100 amp panel Adj	990
1	001-6460-419.6600		21002398	Impact Fire Services	Sprinkler heards, os&y valves vault Adj	260
1	001-6460-419.6600		21002991	Wharton Electrical Services	Install 30 amp circuit&outlet for IT Ad	745
1	001-6460-419.6610		21003009	Sugar & Spice Draperies	studio roller shades (blackout) Adj	1,225
1	001-6460-419.6610		21003009	Sugar & Spice Draperies	blinds for City Attorney's Office Adj	710
1	001-6460-419.6610		21003009	Sugar & Spice Draperies	blinds for Mayor's Office Adj	861
1	001-6460-419.6610		21003009	Sugar & Spice Draperies	blinds for open area Adj	355
1	001-6460-419.6610		21003009	Sugar & Spice Draperies	blinds for Lettie's Office Adj	800
1	001-6460-419.7400		21003054	Wharton Electrical Services	Install 400 amp disconect. Adj	4,960
1	001-7001-431.8582		21002784	PGAL, Inc.	A&E Svcs Blackhawk Emergency Shelter Adj	16,475
1	001-0716-419.7720		20002762-R1	SHI Government Solution	Cityworks Empowering GIS Install Adj	5,750
1	001-2101-421.5400		21003223	Staples Advantage	LA-Z-BOY BRADLEY BONDED LEATHER CHAIR Adj	288
1	001-2101-421.6600		21003254	Wharton Electrical Services	Install 800 amp disconect. Adj	19,604
1	001-2110-421.5400		21003044	Staples Advantage	LA-Z-BOY BRADLEY BONDED CHAIR Adj	288
1	001-2120-421.5200		21002657	Galls, LLC	KLOEWER FLEXRS UNDERSHIRT SS Adj	112
1	001-2120-421.5200		21002812	Precision Delta Corporation	40 S&W 165 gr. JHP 500 RD/CASE Adj	1,550
1	001-2120-421.5200		21002812	Precision Delta Corporation	40 S&W 65 GR FMJ 500 RD/CASE Adj	708
1	001-2120-421.5200		21002812	Precision Delta Corporation	.223 REM 55 gr.Pointed 1000/RD CASE	1,139
1	001-2120-421.5200		21002812	Precision Delta Corporation	9MM 124 gr. FMJ 500/RD CASE Adj	621
1	001-2120-421.5200		21003057	Axon Enterprise, Inc.	25FT STANDARD CARTRIDGE,X26 / X26P NS Adj	3,605
1	001-2120-421.5200		21003057	Axon Enterprise, Inc.	TARGET FRAME PROF 27.5"X 75" TASER 7 Adju	150
1	001-2120-421.5200		21003057	Axon Enterprise, Inc.	TASER 7 TARGET CONDUCTIVE PROF Aju	300
1	001-2120-421.5200		21003126	Precision Delta Corporation	RA40TADS WIN 40 S&W165 gr. 500/RD CASE	618
1	001-2120-421.5200		21003126	Precision Delta Corporation	USA40SWDS WIN40 S&W165 gr FMJ 500/RD CASE	1,135
1	001-2120-421.5200		21003126	Precision Delta Corporation	RA223RYDS WIN.223 REM 55 gr POINTED	1,117
1	001-2120-421.5200		21003126	Precision Delta Corporation	USA9MMDS WIN 9MM 1124grFMJ500/RD CASE	995
1	001-2120-421.5200		21003149	Motorola Solutions, Inc.	NMN6274B IMPRES XP RSM APX W/DUAL MIC	1,106
1	001-2120-421.5200		21003149	Motorola Solutions, Inc.	PMLN7901A CARRY ACCESSORY-RADIO HOLSTER	144
1	001-2120-421.5200		21003149	Motorola Solutions, Inc.	PMNN4486A BAT IMPRES 2 LIION R IP67 3400T	2,445
1	001-2120-421.5800		21002424	Primary Arms, LLC	V-TEX OP RAZOR HD GEN II RIF SCP Adj	5,250
1	001-2120-421.5800		21002424	Primary Arms, LLC	AM DEF RECON STRAIGHT LOW QUICK DETACH	399

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BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	001-2120-421.5800		21003149	Motorola Solutions, Inc.	NNTN8844A CHARGER,MULTI-UT IMPRES 2,6-DIS	986
1	001-2120-421.5800		21003149	Motorola Solutions, Inc.	NNTN8860A CHGR,SIN-UNIT IMP2,3A 115VAC A	471
1	001-2120-421.5800		21003193	Interworld Highway, LLC	ALLIED MOULDED AMVENTLG ENCLO VENT Adju	724
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBXW-FPIUI6 WING WRAP FORD UTL 2016 Adj	234
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	INSTALL OF PBX-PIT BAR&PBX WING WRAPS Adj	334
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003059	Thin Line Upfitters, LLC	PBX -PIT05 PIT BAR Adj	400
1	001-2120-421.6300		21003091	Baddco Inc	GRILL GUARD MODIFICATION Adj	1,729
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	990
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	1,123

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BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	001-2120-421.6300		21003124	Thin Line Upfitters, LLC	PUSH BUMPER EQUIPMENT Adj	1,123
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003125	Thin Line Upfitters, LLC	PUSH BUMPER INSTALLATION Adj	495
1	001-2120-421.6300		21003270	Siddons Martin Emergency Group, LLC	Dash Mount Computer Console Adj	2,531
1	001-2120-421.8800		21003127	W.S. Darley & Co.	DRONE TETHER Adj	9,950
1	001-2130-421.5800		21002485	Dell Marketing LP	DELL THUNDERBOLT DOCK - WD19TBS Adj	248
1	001-2130-421.5800		21002485	Dell Marketing LP	DELL 24 USB-C MON-P2421DC,60.5CM (23.8")	620
1	001-3610-431.5200		21001222	WC of Texas	BL 8Mil Gen Gloves10 Bxs/cs LG	195
1	001-3610-431.5474		21003275	Electrotechnics Corporation	Solar School Zone w/am lgts,sign & pole	11,560
1	001-3610-431.8400		21002857	Austin Truck & Equipment LTD	Freightliner M2106 w/Petersen Loader Adj	181,452
1	001-3610-431.8400		21002875	Hydraulic Mudpumps Inc	Quik Mix Pro 350 Trailer - Mini QMP Adj	47,391
1	001-3610-431.8400		21002875	Hydraulic Mudpumps Inc	Versapump-2 w/ Joystick and Hose Kit Adj	19,375
1	001-3610-431.8400		21002876	Vermeer Equipment of Texas LLC	BC1000XL Adjustment	41,538
1	001-3610-431.8400		21002877	Mustang Machinery Company LLC	CAT 420 Backhoe Loader Adj	119,898
1	001-3620-431.5200		21001222	WC of Texas	BL 8Mil Gen Gloves10 Bxs/cs LG	65
1	001-3620-431.8400		21002878	Mustang Machinery Company LLC	M316 Wheeled Excavator Adj	247,153
1	001-6310-459.5800		22000315	Staples Advantage	DEXLEY BLKMSH TSKCHR W HEADRST Adj	200
1	001-6430-456.5400		21002213	K. Hanes, Incorporated	Bench leg Adjustment	1,020
1	001-6430-456.5400		21002213	K. Hanes, Incorporated	leg plate cover Adjustment	550
1	001-6430-456.5800		21002809	K. Hanes, Incorporated	DONATED BENCH-STACEY WHITE Adj	1,423
1	001-6430-456.5800		21002810	K. Hanes, Incorporated	DONATION FM GIRL SCOUT-POOL BENCHES	2,008
1	001-6430-456.5800		21002860	K. Hanes, Incorporated	MEMORIAL BENCH STEVENSON PARK Adj	1,423
1	001-6430-456.6210		21003145	Manor Maintenance, Inc.	REPLACE DEAD PLANTS FROM FREEZE Adj	2,083
1	001-6430-456.6400		21003147	Texas Ranch Maintenance, LLC	under brush removal at Lk Fwd along bank	3,200
1	001-6430-456.7400		20003401-R1	Hassan Moghaddam	Wall Repair Lakes Falcon Ridge & Cent	5,050
1	001-6430-456.8800		21002595	Deere & Company	John Deere 440R loader Adj	6,231
1	001-6430-456.8800		21002595	Deere & Company	John Deere 4052R tractor Adj	31,712
1	001-6430-456.8800		21002597	Deere & Company	J-Deere tractor atch rotary tiller	4,061
1	001-6430-456.8800		21002597	Deere & Company	Rplmt J-Deere turf tractor Adj	21,261
1	001-6460-419.7800		21002559	Stanley Security Solutions, Inc.	Security Access Install - Parks Hall Adj	8,902
1	001-6430-456.6400		21002988	Thomas Dean Electrical	rplc teo high v contactor enclosures Adj	3,620
1	001-6460-419.6600		21002666	Texas Firecraft Technology, Inc.	Fire panel replacement Adj	1,432

City of Friendswood						
December 6, 2021						
2021-2022 Budget Amendment III - Exhibit B						
BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	215
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	190
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	195
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	195
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	195
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	195
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	200
1	001-6460-419.6600		21002944	Loftin Equipment Company	Facility Generator Maintenance Adj	1,370
1	001-6460-419.6600		22000191	Harvest Innovative Solutions, LLC	ROOF REPLACEMENT AT ACTIVITY BLDG Adj	205,500
1	001-6460-419.6610		21003333	Binswanger Holding Corporation	Door Parts and Installation Adj	1,930
1	001-6460-419.7800		21003253	Flooring Source LLC	City Secretaries Office Flooring Adj	10,141
1	001-6460-419.7800		21003253	Flooring Source LLC	Administrative Services Flooring Adj	4,377
1	001-2130-421.5200		21003209	Galls, LLC	Personnel Supplies	1,326
1	001-6460-419.660		21003105	Impact Fire Services	Fire system inspections	1,875
1	123-0000-30200				Prior Year Encumbrances - CDBG-DR (Harris County)	(85,592)
1	123-7001-431.7130		21000133	RPS Infrastructure, Inc.	ENG/ARCH SRVC FOREST BEND DET (REIMB) Adj	67,634
1	123-7001-431.7130		21002784	PGAL, Inc.	A&E Svcs Blkhwk Emergency Shelter-Reimb	17,958
1	124-0000-30200				Prior Year Encumbrances - CDBG-DR (Galveston County)	(23,800)
1	124-7001-431.7800		21000600	Jeffrey S. Ward & Assoc.	ACQ & PROJ MGMT CDBG-DR-Deepwood Flood	14,350
1	124-7001-431.7800		21000898	R.C. Chuoke & Assoc.	Appraisal 7 vacant lots@\$350 ea-Deepwood	2,450
1	124-7001-431.7800		21000899	R.C. Chuoke & Assoc.	Appraisals-Woodvine-1 res+5 lots Adj	1,500
1	124-7001-431.7800		21000899	R.C. Chuoke & Assoc.	Appraisals-Deepwood-11 Prop@\$500ea Adj	5,500
1	164-0000-30200				Prior Year Encumbrances - Park Land Dedication Fund	(2,729)
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	SG307 Leg Package -Green Adj	306
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	LR300-D Litter receptacle Adj	805
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	FT110 Flat Top Lid Adj	281
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	LR310 Liner Adj	100
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	LR105 Surface Mount Package - Green	200
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	SG106-D 6' Picnic Table Adj	752
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	Goodbuy Discount Adj	(205)
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	SC202 Mounting Plate Covers - Green Adj	115
1	164-7001-456.8560		21001700	K. Hanes, Incorporated	Shipping & Handling Adj	375
1	175-0000-30200				Prior Year Encumbrances - Economic Development District Fund	(10,921)
1	175-0303-419.7800		21000530-R1	Gandy Squared Lighting Design	PROF LIGHTING DESIGN SERVICES Adj	7,600
1	175-0303-419.7800		21001157	HDR Engineering, Inc.	PROF ENG - FM 518 ILLUMINATION Adj	3,321
1	254-0000-30200				Prior Year Encumbrances - CDBG-DR (Harris County)	(58,000)
1	254-7001-456.8582		21000654	EHRA	UPDATE PARKS MASTER PLAN Adj	58,000
1	256-0000-30200				Prior Year Encumbrances - CDBG-DR (Harris County)	(235,012)
1	256-7001-419.8582		21002914	PGAL, Inc.	Design Services - Blackhawk Reno Adj	235,012

City of Friendswood						
December 6, 2021						
2021-2022 Budget Amendment III - Exhibit B						
BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	257-7001-30200				Prior Year Encumbrances - G.O. Bond Fund	(307,180)
1	257-7001-419.8582		21001820	PGAL, Inc.	Design Services Fire Station #2 Recon Adj	137,108
1	257-7001-419.8582		21001821	PGAL, Inc.	Design Services PSB Expansion Adj	136,728
1	257-7001-419.8591		21001279	Christensen Building Group	CMAR Pre-Construction Service for FS2 Adj	23,344
1	257-7001-419.8591		21001280	Core Construction Services of Tx	CMAR PRE-CONSTRUCTION SERVICE FOR PSB Adj	10,000
1	301-0000-30200				Prior Year Encumbrances - Vehicle Replacement Fund	(25,932)
1	301-0501-421.8300		21001166	Siddons Martin Emergency Group, LLC	P424 Upfit 2021 Police K9 Tahoe Adj	25,932
1	401-0000-30200				Prior Year Encumbrances - Water & Sewer Fund	(3,551,847)
1	401-3651-433.5200		21003204	Fortiline Waterworks	5 mil Nitrile Gloves XL Adjustment	1,625
1	401-7001-433.8552		20003230-R1	5Engineering LLC	2020 Lift Station Mitigations Adj	507,784
1	401-3650-434.6546		21003086	Core & Main LP	AFC 6 ALPHA RW GV O/L DI BODY	3,838
1	401-3650-434.6546		21003086	Core & Main LP	B84B 5-1/4 6'0"B 6 ALPHA SHOE Adj	4,219
1	401-3650-434.6546		21003086	Core & Main LP	5-1/4 B84B HYD 5'0"B 6" ALPHA SHOE Adj	4,045
1	401-3650-434.6546		21003086	Core & Main LP	5-1/4 B84B HYD 4'0"B 6" ALPHA SHOE	3,871
1	401-3656-433.6552		21002962	Precision Pump Systems	10/15 HP Toshiba VFD units LS31 Adj	3,440
1	401-0401-415.7120		21003278	Whitley Penn, LLP	INTERIM AUDIT SERVICES - FY 2021 Adj	1,802
1	401-3650-434.6541		21003177	WW Grainger, Inc.	Water-Base Marking Chalk, Green, 17 oz Ad	196
1	401-3650-434.6541		21003177	WW Grainger, Inc.	Water-Base Marking Chalk, Blue, 17 oz Adj	196
1	401-3650-434.8400		21002995	Texas Pride Trailers, LLC	7x18, 16k,bumper pull lowboy trailer Adj	7,410
1	401-3655-434.6543		21003227	Mercer Controls Inc	Rebuild of control system SWS#1 Adj	36,900
1	401-3656-433.6552		21002832	Hahn Equipment Co. Inc.	Spare pump for LS18 Adj	19,318
1	401-3656-433.6552		21002947	Graybar Electric Co, Inc.	VFD units For LS35 Adj	3,542
1	401-3656-433.6552		21003006	Graybar Electric Co, Inc.	Soft Starter 110AMP 230-600V 3 Ph LS2 Adj	1,519
1	401-3656-433.6552		21003087	Hahn Equipment Co. Inc.	Duplexor station conroller Adj	730
1	401-3656-433.6552		21003087	Hahn Equipment Co. Inc.	Transducer 4-20 ma 60ft cable length. Adj	630
1	401-3656-433.6801		21001483	Generator Service Center	Transfer switch rplmt SWS#1 generator sys	18,700
1	401-3656-433.7473		20003840-R1	Gulf Coast Authority	BLKHWK WWTP RE-RATING Adj	348,795
1	401-3656-433.7473		21000839	Gulf Coast Authority	BLKHWK WWTP AERATION SYSTEM UPGRADE Adj	2,569,413
1	401-3655-434.6543		21003076	K2 Services LLC	coupling elements for pumps SWS#1 Adj	638
1	401-3655-434.6543		21003077	K2 Services LLC	coupling elements for pumps SWS#2 Adj	1,072
1	401-3655-434.6543		21003214	Hach Company	DR300 Chlorimeter mid range Adj	564
1	401-3656-433.6552		21002969	Precision Pump Systems	new pump LS36 Adjustment	10,600
1	401-3656-433.6552		21003075	K2 Services LLC	float switches for LS various restock	1,000
1	421-0000-30200				Prior Year Encumbrances - Water & Sewer Bond Fund	(8,816,085)
1	421-7001-433.8552		18005464-R3	Lockwood, Andrews & Newman	C/O #2 - ADD'L ENGINEERING Adj	5,423
1	421-7001-433.8581		19002017-R2	RJN Group, Inc.	Sanitary Sewer Assessment-Ph V&VI Adj	30,837
1	421-7001-434.7190		21003232	Ameresco Inc.	AMI Sftwr & Customer Portal Int & Train	340,720
1	421-7001-434.7190		21003232	Ameresco Inc.	Imp & Materials - Water Meters Adj	7,529,421
1	421-7001-434.7190		21003232	Ameresco Inc.	Imp & Materials - AMI Infrastructure Ad	855,300
1	421-7001-433.8552		22000412	R&B Group, Inc.	Lift Station #23 Re-construction	54,385

City of Friendswood						
December 6, 2021						
2021-2022 Budget Amendment III - Exhibit B						
BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
2	001-0000-30300				Prior Year Unencumbered Capital - General Fund	(2,522,854)
2	001-6460-419.6610				City Hall Building Renovations	6,400
2	001-6430-456.8230				Stevenson Park Walking Trail	400,000
2	001-7001-419.8400				Furniture, Fixtures & Equipment for Blkhwk Bldg	198,000
2	001-7001-431.8512				Asphalt Streets 2020	418,454
2	001-7001-431.8512				Asphalt Streets 2021	500,000
2	001-7001-421.6600				PSB Roof Replacement	400,000
2	001-7001-421.6600				PSB HVAC Replacement	200,000
2	001-7001-421.6600				FS2 Burn Building and Training Field	400,000
2	255-0000-30300				Prior Year Unencumbered Capital - 2017 G.O. Bond Fund	(5,986)
2	255-7001-431.8590				CIP Contingency	5,986
2	256-0000-30300				Prior Year Unencumbered Capital - 2020 G.O. Bond Fund	(1,749,810)
2	256-7001-419.8120				Blackhawk Building Renovations	1,749,810
2	257-0000-30300				Prior Year Unencumbered Capital - 2021 G.O. Bond Fund	(12,562,270)
2	257-7001-419.8591				PSB/FS #2	8,029,819
2	257-7001-431.8530				Drainage Bond Funds	4,532,451
2	401-0000-30300				Prior Year Unencumbered Capital - Water & Sewer Fund	(419,751)
2	401-7001-433.6551				Collection Line Maintenance	419,751
2	421-0000-30300				Prior Year Unencumbered Capital - 2018 Water & Sewer Revenue	(443,950)
2	421-7001-433.8552				Lift Station #23	365,695
2	421-7001-434.7190				Automated Water Meter	78,255
3	001-0000-30500				Appropriate unassigned General Fund balance for renovations to Mayor, Council, CSO, Studio, ASO & P&R work areas	(26,247)
3	001-0000-30500	FCPEGEXP			Appropriate restricted General Fund balance reserves from PEG Channel revenue for renovations to the studio	(7,849)
3	001-6460-419.6610				Appropriate funding from unassigned GF balance for renovations in Mayor, Council, CSO & Studio work areas	12,070
3	001-6460-419.6610				Appropriate funding from unassigned GF balance for renovations in ASO work areas	4,377
3	001-6460-419.6610	FCPEGEXP			Appropriate funding from restricted PEG Channel funding for sound proofing panels in the Studio	5,220
3	001-6460-419.6610	FCPEGEXP			Appropriate funding from restricted PEG Channel funding for sound proofing wall panels in the Studio	955
3	001-0201-411.5800	FCPEGEXP			Appropriate funding from restricted PEG Channel funding for streaming TV in CSO area	1,674
3	001-6460-419.6610				Appropriate funding from unassigned GF balance for renovations in Parks & Recreation hallway and breakroom	9,800
4	001-0000-30500				Appropriate unassigned General Fund balance for Centennial Park and Lakes of Falcon Ridge concrete wall	(19,400)
4	001-6430-456.8200				Appropriate unassigned General Fund balance for Centennial Park and Lakes of Falcon Ridge concrete wall	19,400
5	401-0000-30600				Appropriate working capital for insurance reimbursement received in PY for vehicle damage claims to vehicle unit PW59	(4,268)
5	401-0000-38310				Appropriate insurance reimbursement received for vehicle damage claims to Public Works vehicle unit PW59 and PW60	(6,289)
5	401-3651-433.6300	PW59			Appropriate insurance reimbursement received for vehicle damage claims to Public Works vehicle unit PW59	7,927
5	401-3651-433.6300	PW60			Appropriate insurance reimbursement received for vehicle damage claims to Public Works vehicle unit PW60	2,631
6	160-0000-30100				Appropriate assigned Sidewalk Fund balance for installation of sidewalks throughout city limits	(43,792)
6	160-7001-431.8510				Appropriate assigned Sidewalk Fund balance for installation of sidewalks throughout city limits	43,792
6	001-0000-30500				Appropriate unassigned General Fund balance for additional costs to complete installation of sidewalks throughout city limits	(17,181)
6	001-7001-431.8521				Appropriate unassigned General Fund balance for additional costs to complete installation of sidewalks throughout city limits	17,181
7	001-0000-30500				Appropriate unassigned General Fund balance for ICS software package for Police Department	(756,003)

City of Friendswood						
December 6, 2021						
2021-2022 Budget Amendment III - Exhibit B						
BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
7	001-2101-421.7800		Apporpriate unassigned General Fund balance for ICS software package for Police Department			404,802
7	001-2101-421.8800		Apporpriate unassigned General Fund balance for hardware related to ICS software package			200,000
7	001-2101-421.8800		Apporpriate unassigned General Fund balance for contingency related to ICS software package implementation			151,201
8	001-0000-30500		Appropriate capital lease proceeds for the purchase of a server for Blackhawk facility			(30,602)
8	001-0716-419.8800		Appropriate capital lease proceeds for the purchase of a server for Blackhawk facility			30,602

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: December 6, 2021

Date submitted: 11/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

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

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eleventh set for fiscal year 2020-2021.

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 detail 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 XII 2020–2021.

ATTACHMENTS

1. 2021 12 06 Proposed Ordinance - FY 21 BA XII with Mary Kay Edit
2. FY21 BA XII Exhibit A 12-06-2021 v1
3. FY21 BA XII Exhibit B 12-06-2021 Clean Up v1

(Title: An Ordinance adopting Budget Amendment XII to the Original General Budget of the City for Fiscal Year 2020-2021 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. 2020-35, PASSED AND APPROVED SEPTEMBER 14, 2020, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2020-2021 BY APPROVING "BUDGET AMENDMENT XII" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2020-2021"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2020-35, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2020-2021"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2020-2021.

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

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

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021,” is hereby amended for municipal purposes as shown on “Budget Amendment XII” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2020-2021” attached hereto. Said Budget Amendment XII 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 6th day of DECEMBER, 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 2020 – 2021
Budget Amendment XII – Clean Up
December 06, 2021**

1. **2017 CDBG-DR (Galveston County) Grant Reimbursement, \$32,700.** Appropriate grant funds received from the 2017 CDBG-DR Galveston County grant program for Pipe Rack Project. The City received \$32,700 for engineering expenditures. Advance funding for engineering services was originally approved on FY21 BA III at the City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
2. **Emergency Disconnect Switch at Activity Building, \$5,000.*** Transfer available funding from Fire Marshal – Emergency Management division to Parks & Recreation – Facilities division for the installation of an emergency disconnect switch at the Activity Building.
3. **Police Investigation Fund, \$310.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. Funds will be allocated from the PIF State Fund restricted fund balance.
4. **Police Investigation Fund, \$225.** Appropriate additional funds required to purchase a GPS positioning system hardware, software, and lights for the Police Department to use in conjunction with its drone equipment for accident scene mapping and evidence documentation. The funding source will be restricted Police Investigation Fund balance.
5. **Demolition of Hurricane Harvey Buyout Lots, \$94,348.** – Reimburse General Fund balance for a portion of funds originally approved on FY20 BA X and FY21 BA III to demolish three homes through the Hazard Mitigation Grant Program. The properties included in this reimbursement are: 16614 Oxnard, 5303 Shady Oaks, and 13 Haverford. The funding source was unassigned general fund balance; and therefore, will be appropriated back.
6. **Fire and EMS Donation Fund – 2015 FVFD Fire Truck, \$18,831.** In 2015, the City purchased a fire truck out of the General Fund. The agreement with FVFD was to repay the General Fund over a six-year period including 1% interest with Fire and EMS donations. However, annual donations collected were less than estimated leaving a balance at the end of the six-year period. Therefore, an additional \$18,831 will be appropriated from restricted fund balance of the Fire/EMS donation fund to satisfy the agreement between the City and FVFD.
7. **Information Technology – Server for Blackhawk Facility, \$275,727.** Appropriate capital lease proceeds to purchase a server for the Blackhawk facility. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.

**Deferred Maintenance or Deferred Equipment*

City of Friendswood				
December 6, 2021				
2020-2021 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	124-0000-33100		Appropriate 2017 CDBG-DR Galveston County grant proceeds and reimburse unassigned general fund balance for advanced funding on Pipe Rack Project	(32,700)
1	124-7001-431.7130		Appropriate 2017 CDBG-DR Galveston County grant proceeds and reimburse unassigned general fund balance for advanced funding on Pipe Rack Project	32,700
1	124-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant for Pipe Rack Project	(32,700)
1	124-26010		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant for Pipe Rack Project	32,700
1	001-14029		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant for Pipe Rack Project	(32,700)
1	001-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant for Pipe Rack Project	32,700
2	001-2510-422.7400		Transfer funding from Fire Marshal-Emergency Management division to Parks & Recreation-Facilities division for installing a disconnect switch at Activity Building*	(5,000)
2	001-6460-419.7400		Transfer funding from Fire Marshal-Emergency Management division to Parks & Recreation-Facilities division for installing a disconnect switch at Activity Building*	5,000
3	102-0000-30100		Appropriate PIF Asset Forfeiture restricted Fund Balance to PIF operating services	(310)
3	102-2130-421.7400		Appropriate PIF Asset Forfeiture restricted Fund Balance to PIF operating services	310
4	101-0000-30100		Appropriate restricted Police Investigation Fund balance for Scene Lighting	(225)
4	101-2120-421.5800		Appropriate restricted Police Investigation Fund balance for Scene Lighting	225
5	120-0000-33100		Appropriate HMGP grant proceeds and reimburse unassigned general fund balance for advanced funding on demolition of buyout properties	(94,348)
5	120-7001-419.7805		Appropriate HMGP grant proceeds and reimburse unassigned general fund balance for advanced funding on demolition of buyout properties	94,348
5	120-10199		Reimburse unassigned general fund balance for advanced funding related to HMGP for demolition of buyout properties	(94,348)
5	120-26010		Reimburse unassigned general fund balance for advanced funding related to HMGP for demolition of buyout properties	94,348
5	001-14018		Reimburse unassigned general fund balance for advanced funding related to HMGP for demolition of buyout properties	(94,348)
5	001-10199		Reimburse unassigned general fund balance for advanced funding related to HMGP for demolition of buyout properties	94,348
6	131-0000-30500		Appropriate assigned fund balance for additional funding needed to complete final payment on 2015 FVFD Fire Truck	(18,831)
6	131-2503-472.9375		Appropriate assigned fund balance for additional funding needed to complete final payment on 2015 FVFD Fire Truck	18,000
6	131-2503-474.9375		Appropriate assigned fund balance for additional funding needed to complete final payment on 2015 FVFD Fire Truck	831
7	001-0000-39370		Appropriate capital lease proceeds for the purchase of a server for Blackhawk facility	(275,727)
7	001-0716-419.8800		Appropriate capital lease proceeds for the purchase of a server for Blackhawk facility	275,727
*Deferred Maintenance				

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 6, 2021

Date submitted: 11/05/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider ratifying the Mayor's signature on an employment agreement for the City Attorney position.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to ratify the Mayor's signature on an employment agreement related to the position of City Attorney for the City of Friendswood.

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: December 6, 2021

Date submitted: 11/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the acceptance of the Friendswood Trails Boulevard Extension public paving and water line improvements project into the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of public paving and water line improvements for Friendswood Trail Boulevard Extension has been completed. The boulevard at the entrance to the Friendswood Trails subdivision was widened from 2 to 4 lanes and a portion of waterline was relocated. City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with the City's specifications.

The City has received a one-year maintenance bond from the contractor, Triple B Services, LLP, to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Widening of Friendswood Trail Boulevard provides additional room and capacity for cars entering and leaving the Friendswood Trails subdivision.

There will be traffic signal installed at the intersection with FM 528 at a later stage of development.

RECOMMENDATIONS

Authorize the acceptance of the Friendswood Trail Boulevard Extension public paving and water line improvements project into the contractor's one-year maintenance period.

ATTACHMENTS

1. Friendswood Trail Blvd. Expansion Request for Acceptance
2. Friendswood Trail Blvd. Expansion Maintenance Bond_Redacted



1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

November 10, 2021

Mr. Jil Arias
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Re: Request Acceptance for the Water, Paving and Appurtenances
To Serve Friendswood Trail Boulevard Extension
City of Friendswood, Galveston County, Texas
LJA Project No. 1931-3105(14.1)

Dear Mr. Arias:

On behalf of D.R. Horton, we are requesting formal acceptance of the referenced project at the next available City Council meeting. Please find attached the Engineer's Certificate of Completion. We also request commencement of the one-year warranty acceptance period of the facilities, and at the end of such time, acceptance of the same into the City's maintenance system.

To the best of my knowledge and belief, and based on field observation under my supervision, this project was constructed within acceptable tolerances and conforming substantially to the approved plans and specifications. The Record Drawings of this project are included with this letter.

If you have any questions or need additional information, please do not hesitate to call me at 713.358.8817.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JP' followed by a stylized surname.

John Pickens, Jr., PE
Senior Project Manager

JP/jb

Attachments

Copy: Mr. Daniel Rose, PE; D.R. Horton

DOCUMENT 00800**ONE-YEAR MAINTENANCE BOND**

THAT WE, Triple B Services, LLP, as Principal, hereinafter called the Contractor, and the other subscriber hereto, **Liberty Mutual Insurance Company**, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of **Three Hundred Sixty-Nine Thousand Five Hundred Nine Dollars and Ninety-Two Cents (\$369,509.92)**, for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for Construction of Friendswood Trail Blvd Extension, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end of the One-year Maintenance period;

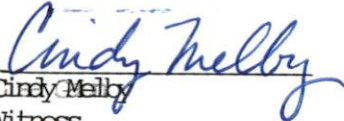
NOW THEREFORE, if the said Contractor shall comply with the provisions of the General Conditions, and correct work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:


Cindy Melby
Witness

Triple B Services, LLP

Name of Contractor


Signature

Name: Donna Burke

Title: Sr Project Administrator

ATTEST SEAL:


Name: Lacey Mayfield
Title: Witness
Date:

Liberty Mutual Insurance Company

Full Name of Surety

2200 Renaissance Blvd., Suite 400

Address of Surety for Notice

King of Prussia, PA 19406-2755

City, State and Zip Code of Surety for Notice

1-877-751-2640

Telephone Number of Surety


Signature

Name: Lauren O. Moudy

Title: Attorney-in-Fact

Date: _____

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

City Attorney

Date

END OF DOCUMENT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: [REDACTED]

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alyson Carmichael; Ashley Britt; Barry K. McCord; David T. Milette; Lacey Mayfield; Lauren O. Moudy; Nikole Jeannette; Robert C. Davis; Robert M. Overbey, Jr.; Tabitha Dorman

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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: December 6, 2021

Date submitted: 10/27/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the October 2021 tax report.

Originating Department: City Manager

Degree of importance:

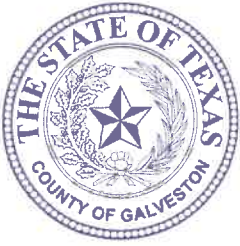
SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax Oct 2021



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



November 8, 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 October, 2021 is true and correct.

Under my hand and seal this 8th day of November, 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

11/04/2021 13:52:40 3871914
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2021 THRU 10/31/2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 34
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	458,895.18	.00	.00	.00	458,895.18	.00	.00	.00	458,895.18
	I & S	.102167	121,729.89	.00	.00	.00	121,729.89	.00	.00	.00	121,729.89
	TOTAL	.487314	580,625.07	.00	.00	.00	580,625.07	.00	.00	.00	580,625.07
2020	M & O	.392153	1,424.74	.00	1,063.48	.00	2,488.22	1,503.20	.00	.00	3,991.42
	I & S	.095161	345.69	.00	258.08	.00	603.77	.00	.00	.00	603.77
	TOTAL	.487314	1,770.43	.00	1,321.56	.00	3,091.99	1,503.20	.00	.00	4,595.19
2019	M & O	.432160	2,374.93-	.00	15.78-	.00	2,390.71-	18.43	.00	.00	2,372.28-
	I & S	.089279	490.63-	.00	3.27-	.00	493.90-	.00	.00	.00	493.90-
	TOTAL	.521439	2,865.56-	.00	19.05-	.00	2,884.61-	18.43	.00	.00	2,866.18-
2018	M & O	.437173	109.29-	.00	.00	.00	109.29-	.00	.00	.00	109.29-
	I & S	.095218	23.80-	.00	.00	.00	23.80-	.00	.00	.00	23.80-
	TOTAL	.532391	133.09-	.00	.00	.00	133.09-	.00	.00	.00	133.09-
2017	M & O	.432349	40.30	.00	20.55	.00	60.85	13.81	.00	.00	74.66
	I & S	.095000	8.85	.00	4.52	.00	13.37	.00	.00	.00	13.37
	TOTAL	.527349	49.15	.00	25.07	.00	74.22	13.81	.00	.00	88.03
2016	M & O	.462000	11.75	.00	.00	.00	11.75	.00	.00	.00	11.75
	I & S	.084000	2.14	.00	.00	.00	2.14	.00	.00	.00	2.14
	TOTAL	.546000	13.89	.00	.00	.00	13.89	.00	.00	.00	13.89
2015	M & O	.497200	40.71	.00	32.16	.00	72.87	16.66	.00	.00	89.53
	I & S	.071500	5.85	.00	4.62	.00	10.47	.00	.00	.00	10.47
	TOTAL	.568700	46.56	.00	36.78	.00	83.34	16.66	.00	.00	100.00
2014	M & O	.530300	189.07	.00	175.83	.00	364.90	81.39	.00	.00	446.29
	I & S	.061100	21.78	.00	20.26	.00	42.04	.00	.00	.00	42.04
	TOTAL	.591400	210.85	.00	196.09	.00	406.94	81.39	.00	.00	488.33
ALL	M & O		458,117.53	.00	1,276.24	.00	459,393.77	1,633.49	.00	.00	461,027.26
ALL	I & S		121,599.77	.00	284.21	.00	121,883.98	.00	.00	.00	121,883.98
ALL	TOTAL		579,717.30	.00	1,560.45	.00	581,277.75	1,633.49	.00	.00	582,911.24
DLQ	M & O		777.65-	.00	1,276.24	.00	498.59	1,633.49	.00	.00	2,132.08
DLQ	I & S		130.12-	.00	284.21	.00	154.09	.00	.00	.00	154.09
DLQ	TOTAL		907.77-	.00	1,560.45	.00	652.68	1,633.49	.00	.00	2,286.17
CURR	M & O		458,895.18	.00	.00	.00	458,895.18	.00	.00	.00	458,895.18
CURR	I & S		121,729.89	.00	.00	.00	121,729.89	.00	.00	.00	121,729.89
CURR	TOTAL		580,625.07	.00	.00	.00	580,625.07	.00	.00	.00	580,625.07

11/04/2021 13:51.16
TC298-M SELECTION: DEPOSIT

3871914

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 10/01/2021 THRU 10/31/2021
JURISDICTION: 337 FRIENDWD CITY

PAGE: 70
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 RF211001	146621	201812	0.00	0.00	0.00	0.00 1852	133.09-	133.09-RF
2018 RF211001	146621	201812	133.09-	0.00	0.00	0.00 1852	133.09	0.00 RF
2018 TOTAL			133.09-	0.00	0.00	0.00	0.00	133.09-

2019 RF211005	1063140000025	201912	130.36-	0.00	0.00	0.00 HS25	130.36	0.00 RF
2019 RF211005	1063140000025	201912	0.00	0.00	0.00	0.00 HS25	130.36-	130.36-RF
2019 RF211001	146621	201912	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019 RF211001	146621	201912	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 RF211001	168073	202004	166.01-	0.00	18.26-	0.00 19S1	184.27	0.00 RF
2019 RF211001	168073	202004	0.00	0.00	0.00	0.00 19S1	184.27-	184.27-RF
2019 RF211001	168083	202001	0.00	0.00	0.00	0.00 19S1	141.45-	141.45-RF
2019 RF211001	168083	202001	141.45-	0.00	0.00	0.00 19S1	141.45	0.00 RF
2019 RF211001	168175	201912	99.72-	0.00	0.00	0.00 19S1	99.72	0.00 RF
2019 RF211001	168175	201912	0.00	0.00	0.00	0.00 19S1	99.72-RF	99.72-RF
2019 RF211001	168762	201912	0.00	0.00	0.00	0.00 19S1	216.16-	216.16-RF
2019 RF211001	168762	201912	216.16-	0.00	0.00	0.00 19S1	216.16	0.00 RF
2019 RF211001	200731	201912	0.00	0.00	0.00	0.00 19S1	431.39-	431.39-RF
2019 RF211001	200731	201912	431.39-	0.00	0.00	0.00 19S1	431.39	0.00 RF
2019 RF211001	201280	202001	0.00	0.00	0.00	0.00 19S1	463.19-	463.19-RF
2019 RF211001	201280	202001	463.19-	0.00	0.00	0.00 19S1	463.19	0.00 RF
2019 RF211001	203007	202005	181.89-	0.00	23.65-	0.00 19S1	205.54	0.00 RF
2019 RF211001	203007	202005	0.00	0.00	0.00	0.00 19S1	205.54-	205.54-RF
2019 RF211001	203441	201912	0.00	0.00	0.00	0.00 19S1	353.64-	353.64-RF
2019 RF211001	203441	201912	353.64-	0.00	0.00	0.00 19S1	353.64	0.00 RF
2019 RF211001	219142	201912	0.00	0.00	0.00	0.00 19S1	184.36-	184.36-RF
2019 RF211001	219142	201912	184.36-	0.00	0.00	0.00 19S1	184.36	0.00 RF
2019 RF211001	405822	201912	436.33-	0.00	0.00	0.00 19S1	436.33	0.00 RF
2019 RF211001	405822	201912	0.00	0.00	0.00	0.00 19S1	436.33-	436.33-RF
2019 TOTAL			2,934.86-	0.00	41.91-	0.00	0.00	2,976.77-

2020 RF211001	1043380000066	202012	190.41-	0.00	0.00	0.00 HK12	190.41	0.00 RF
2020 RF211001	1043380000066	202012	0.00	0.00	0.00	0.00 HK12	190.41-	190.41-RF
2020 RF211005	1063140000025	202012	121.83-	0.00	0.00	0.00 HK13	121.83	0.00 RF
2020 RF211005	1063140000025	202012	0.00	0.00	0.00	0.00 HK13	121.83-	121.83-RF
2020 RF211001	1200270010022	202012	0.00	0.00	0.00	0.00 HK12	381.29-	381.29-RF
2020 RF211001	1200270010022	202012	381.29-	0.00	0.00	0.00 HK12	381.29	0.00 RF
2020 RF211001	146621	202012	121.82-	0.00	0.00	0.00 20S8	121.82	0.00 RF
2020 RF211001	146621	202012	0.00	0.00	0.00	0.00 20S8	121.82-	121.82-RF
2020 RF211001	168073	202107	251.66-	0.00	45.30-	59.39-20S8	356.35-	0.00 RF
2020 RF211001	168073	202107	0.00	0.00	0.00	0.00 20S8	356.35-	356.35-RF
2020 RF211001	168083	202101	0.00	0.00	0.00	0.00 20S8	166.93-	166.93-RF

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020	RF211001	168083	202101	166.93-	0.00	0.00	0.00 20S8	166.93	0.00 RF
2020	RF211001	168175	202012	0.00	0.00	0.00	0.00 20S8	109.55-RF	109.55-RF
2020	RF211001	168175	202012	109.55-	0.00	0.00	0.00 20S8	109.55	0.00 RF
2020	941102021T	168359	202110	72.74-	0.00	15.27-	13.20-20S219TX063	0.00	101.21-TR
2020	RF211001	168594	202002	0.00	0.00	0.00	0.00 20S8	121.83-	121.83-RF
2020	RF211001	168594	202002	121.83-	0.00	0.00	0.00 20S8	121.83	0.00 RF
2020	RF211001	168762	202012	0.00	0.00	0.00	0.00 20S8	309.65-	309.65-RF
2020	RF211001	168762	202012	309.65-	0.00	0.00	0.00 20S8	309.65	0.00 RF
2020	RF211001	200731	202101	0.00	0.00	0.00	0.00 20S8	403.15-	403.15-RF
2020	RF211001	200731	202101	403.15-	0.00	0.00	0.00 20S8	403.15	0.00 RF
2020	RF211001	201280	202101	423.65-	0.00	0.00	0.00 20S8	423.65-	423.65-RF
2020	RF211001	201280	202101	0.00	0.00	0.00	0.00 20S8	423.65-	423.65-RF
2020	RF211001	201675	202012	0.00	0.00	0.00	0.00 20S8	121.82-	121.82-RF
2020	RF211001	201675	202012	121.82-	0.00	0.00	0.00 20S8	121.82	0.00 RF
2020	RF211001	202978	202012	239.91-	0.00	0.00	0.00 20S8	239.91	0.00 RF
2020	RF211001	202978	202012	0.00	0.00	0.00	0.00 20S8	315.15-	315.15-RF
2020	RF211001	203007	202012	0.00	0.00	0.00	0.00 20S8	315.15	0.00 RF
2020	RF211001	203007	202012	315.15-	0.00	0.00	0.00 20S8	330.50-	0.00 RF
2020	RF211001	203441	202101	0.00	0.00	0.00	0.00 20S8	330.50	0.00 RF
2020	RF211001	203441	202101	0.00	0.00	0.00	0.00 20S8	461.66-	461.66-RF
2020	RF211001	219142	202012	0.00	0.00	0.00	0.00 20S8	461.66	0.00 RF
2020	RF211001	219142	202012	461.66-	0.00	0.00	0.00 20S8	345.71-	345.71-RF
2020	RF211001	306862	202101	345.71-	0.00	0.00	0.00 20S8	345.71	0.00 RF
2020	RF211001	306862	202101	0.00	0.00	0.00	0.00 20S8	345.71-	345.71-RF
2020	941101221T	401050	202102	1,519.47-	0.00	27.06-	0.00 CERT	0.00	1,546.53-TR
2020	941101221T	401050	202102	20.30-	0.00	1.62-	0.00 CERT	0.00	21.92-TR
2020	941101221T	401050	202102	6.76-	0.00	0.00	0.00 CERT	0.00	6.76-TR
2020	QR211012	401050	202109	20.30-	0.00	1.62-	0.00 CERT	0.00	21.92-TR
2020	RF211001	405822	202105	407.39-	0.00	0.00	0.00 20S8	407.39	0.00 RF
2020	RF211001	405822	202105	0.00	0.00	0.00	0.00 20S8	407.39-	407.39-RF
2020	RF211001	600038	202101	598.60-	0.00	0.00	0.00 20S8	598.60	0.00 RF
2020	RF211001	600038	202101	0.00	0.00	0.00	0.00 20S8	598.60-	598.60-RF
2020	RF211001	601284	202101	0.00	0.00	0.00	0.00 20S8	28.81-	28.81-RF
2020	RF211001	601284	202101	28.81-	0.00	0.00	0.00 20S8	28.81	0.00 RF
2020	RF211001	605205	202012	609.95-	0.00	0.00	0.00 20S8	609.95	0.00 RF
2020	RF211001	605205	202012	0.00	0.00	0.00	0.00 20S8	609.95-	609.95-RF
2020	RF211001	721077	202106	37.87-	0.00	5.68-	0.00 20S8	43.55	0.00 RF
2020	RF211001	721077	202106	0.00	0.00	0.00	0.00 20S8	43.55-	43.55-RF

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REVERSALS DETAIL SCHEDULE
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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020 TOTAL			7,745.47-	0.00	96.55-	72.59-	0.00	7,914.61-
2021 864102921GHC 1277950090005		202110	812.71-	0.00	0.00	0.00 CERT	0.00	812.71-TR
2021 869971102521 516169		202110	1,614.10-	0.00	0.00	0.00 CERT	0.00	1,614.10-TR
2021 TOTAL			2,426.81-	0.00	0.00	0.00	0.00	2,426.81-
TOTAL REVERSALS			13,240.23-	0.00	138.46-	72.59-	0.00	13,451.28-

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION

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SUMMARY OF PAYMENTS AND REVERSALS
FROM: 10/01/2021 THRU 10/31/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2014 TOTAL			210.85	0.00	196.09	81.39	0.00	488.33
2015 TOTAL			46.56	0.00	36.78	16.66	0.00	100.00
2016 TOTAL			13.89	0.00	0.00	0.00	0.00	13.89
2017 TOTAL			49.15	0.00	25.07	13.81	0.00	88.03
2019 TOTAL			69.30	0.00	22.86	18.43	0.00	110.59
2020 TOTAL			9,515.90	0.00	1,418.11	1,575.79	0.00	12,509.80
2021 TOTAL			583,051.88	0.00	0.00	0.00	0.00	583,051.88
TOTAL PAYMENTS			592,957.53	0.00	1,698.91	1,706.08	0.00	596,362.52
2018 TOTAL			133.09-	0.00	0.00	0.00	0.00	133.09-
2019 TOTAL			2,934.86-	0.00	41.91-	0.00	0.00	2,976.77-
2020 TOTAL			7,745.47-	0.00	96.55-	72.59-	0.00	7,914.61-
2021 TOTAL			2,426.81-	0.00	0.00	0.00	0.00	2,426.81-
TOTAL REVERSALS			13,240.23-	0.00	138.46-	72.59-	0.00	13,451.28-
TOTAL FOR UNIT			579,717.30	0.00	1,560.45	1,633.49	0.00	582,911.24

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2021 TO 10/31/2021

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FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667.192	108,503,416	4,323,170,608	00.487314	20,348,353.83	1,502

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	19,829,708.43	518,645.40	518,645.40	580,625.07	580,625.07	19,767,728.76	2.85	0.00
2020	163,896.15	8,016.31-	8,016.31-	72,742.87	72,742.87	83,136.97	46.67	0.00
2019	51,659.09	3,466.35-	3,466.35-	4,120.19	4,120.19	44,072.55	8.55	0.04-
2018	26,368.69	1,039.29-	1,039.29-	652.26	652.26	24,677.14	2.58	0.00
2017	16,281.55	.00	0.00	570.53	570.53	15,711.02	3.50	0.00
2016	14,103.51	123.32-	123.32-	202.88	202.88	13,777.31	1.45	123.32-
2015	13,124.77	.00	0.00	47.13	47.13	13,077.64	.36	0.00
2014	13,834.13	.00	0.00	211.44	211.44	13,622.69	1.53	0.00
2013	10,663.54	.00	0.00	4.85	4.85	10,658.69	.05	0.00
2012	10,529.67	.00	0.00	7.07	7.07	10,522.60	.07	0.00
2011	9,853.75	.00	0.00	3.88	3.88	9,849.87	.04	0.00
2010	4,816.43	188.90-	188.90-	3.85	3.85	4,623.68	.08	188.90-
2009	6,212.93	145.52-	145.52-	0.00	0.00	6,067.41		145.52-
2008	5,594.70	625.90-	625.90-	0.00	0.00	4,968.80		625.90-
2007	1,976.80	622.34-	622.34-	0.00	0.00	1,354.46		622.34-
2006	2,757.39	.00	0.00	0.00	0.00	2,757.39		0.00
2005	1,421.45	.00	0.00	0.00	0.00	1,421.45		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	412.09-	412.09-	0.00	0.00	512.76		412.09-
2001	941.66	412.09-	412.09-	0.00	0.00	529.57		412.09-
2000	510.23	412.09-	412.09-	0.00	0.00	98.14		412.09-
****	20,186,467.31	503,181.20	503,181.20	659,192.02	659,192.02	20,030,456.49		2,942.29-

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

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	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
LAND VALUE	5,827,810,207	5,827,810,207	35,467,994	185,640	35,653,634	5,863,463,841
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	97,488,083	4,364,847-	93,123,236	868,280,701
APPRAISED VALUE	5,827,810,207	5,827,810,207	132,956,077	4,179,207-	128,776,870	5,956,587,077
EXEMPTIONS	1,579,451,702	1,579,451,702	16,521,772	3,751,682	20,273,454	1,599,725,156
TAXABLE VALUE	4,214,667,192	4,214,667,192	116,434,305	7,930,889-	108,503,416	4,323,170,608
LEVY	19,829,708.43	19,829,708.43	559,843.36	41,197.96-	518,645.40	20,348,353.83
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	198	22	22	10,320
OVER 65	3,255	3,255	60	15	15	3,270
DISABLED	181	181	0	1	1	182
VETERAN	240	240	9	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
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	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
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	726,330-	726,330-	705,687,010
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	726,330-	726,330-	5,042,547,922
EXEMPTIONS	1,218,139,975	1,218,139,975	0	985,462	985,462	1,219,125,437
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	1,711,792-	1,711,792-	3,796,085,177
LEVY	163,896.15	163,896.15	.00	8,016.31-	8,016.31-	155,879.84
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	12	12	10,232
OVER 65	3,163	3,163	0	4	4	3,167
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	1-	1-	220
TOTAL EXEMPT	80	80	0	0	0	80

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

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	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
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	544,317	863,925	1,019,303,046
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	544,317-	544,317-	3,493,770,693
LEVY	51,659.09	51,659.09	*00	3,466.35-	3,466.35-	48,192.74
UNCOLLECTIBLE	.00	.04	.00	*00	*00	*04
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	9	9	10,009
OVER 65	2,975	2,975	0	2	2	2,977
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

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	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
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	195,216	195,216	891,312,638
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	195,216-	195,216-	3,292,218,970
LEVY	26,368.69	26,368.69	.00	1,039.29-	1,039.29-	25,329.40
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	3	3	10,004
OVER 65	2,897	2,897	0	3	3	2,900
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
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 10/31/2021
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	14,103.51	14,103.51	.00	123.32-	123.32-	13,980.19
UNCOLLECTIBLE	.00	123.32	.00	.00	.00	123.32
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2010
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	CERTIFIED ROLL -----	ROLL AS OF 08/01/2021 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 10/31/2021 -----
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	0	0	2,281,486,034
LEVY	4,816.43	4,816.43	.00	188.90-	188.90-	4,627.53
UNCOLLECTIBLE	.00	188.90	.00	.00	.00	188.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2009
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 169
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	6,212.93	6,212.93	*00	145.52-	145.52-	6,067.41
UNCOLLECTIBLE	.00	145.52	*00	*00	*00	145.52
RECEIVABLE					*00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2008
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
LAND VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
AG EXCLUSION	20,583,444	20,583,444	0	0	0	20,583,444
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
EXEMPTIONS	514,930,336	514,930,336	0	0	0	514,930,336
TAXABLE VALUE	1,810,312,067	1,810,312,067	0	0	0	1,810,312,067
LEVY	5,594.70	5,594.70	.00	625.90-	625.90-	4,968.80
UNCOLLECTIBLE	.00	625.90	.00	.00	.00	625.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	7,211	7,211	0	0	0	7,211
OVER 65	1,423	1,423	0	0	0	1,423
DISABLED	98	98	0	0	0	98
VETERAN	127	127	0	0	0	127
TOTAL EXEMPT	517	517	0	0	0	517

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2007
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 10/31/2021
LAND VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
AG EXCLUSION	27,382,734	27,382,734	0	0	0	27,382,734
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
EXEMPTIONS	624,625,914	624,625,914	0	0	0	624,625,914
TAXABLE VALUE	2,116,476,920	2,116,476,920	0	0	0	2,116,476,920
LEVY	1,976.80	1,976.80	*.00	622.34-	622.34-	1,354.46
UNCOLLECTIBLE	.00	622.34	.00	*.00	*.00	622.34
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,235	9,235	0	0	0	9,235
OVER 65	1,781	1,781	0	0	0	1,781
DISABLED	159	159	0	0	0	159
VETERAN	168	168	0	0	0	168
TOTAL EXEMPT	587	587	0	0	0	587

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2002
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	924.85	924.85	*.00	412.09-	412.09-	512.76
UNCOLLECTIBLE	.00	412.09	.00	.00	*.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2001
JURISDICTION: 0337 FRIENDMD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	941.66	941.66	.00	412.09-	412.09-	529.57
UNCOLLECTIBLE	*.00	412.09	*.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2000
JURISDICTION: 0337 FRIENDSWOOD CITY

PAGE: 174
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	510.23	510.23	*.00	412.09-	412.09-	98.14
UNCOLLECTIBLE	.00	412.09	.00	*.00	*.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: November 4, 2021 4:06 PM

For Remitted Deposit Dates 10/01/2021 thru 10/31/2021 as of 11/04/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 70683	Print Date:10/06/2021						
	Current	11,880.03	3,151.31	0.00	0.00	0.00	15,031.34
	Delq	(6,831.56)	(1,568.83)	0.00	0.00	0.00	(8,400.39)
Last Deposit Date	10/05/2021	\$5,048.47	\$1,582.48	\$0.00	\$0.00	\$0.00	\$6,630.95
ACH 70717	Print Date:10/12/2021						
	Delq	180.00	36.46	0.00	0.00	0.00	216.46
Last Deposit Date	10/06/2021	\$180.00	\$36.46	\$0.00	\$0.00	\$0.00	\$216.46
ACH 70753	Print Date:10/12/2021						
	Delq	83.27	20.21	0.00	0.00	0.00	103.48
Last Deposit Date	10/07/2021	\$83.27	\$20.21	\$0.00	\$0.00	\$0.00	\$103.48
ACH 70781	Print Date:10/13/2021						
	Delq	156.87	38.07	0.00	0.00	0.00	194.94
Last Deposit Date	10/08/2021	\$156.87	\$38.07	\$0.00	\$0.00	\$0.00	\$194.94
ACH 70809	Print Date:10/14/2021						
	Delq	561.57	89.77	0.00	0.00	0.00	651.34
Last Deposit Date	10/12/2021	\$561.57	\$89.77	\$0.00	\$0.00	\$0.00	\$651.34
ACH 70834	Print Date:10/15/2021						
	Current	1,130.43	299.87	0.00	0.00	0.00	1,430.30
	Delq	420.65	102.07	0.00	0.00	0.00	522.72
Last Deposit Date	10/13/2021	\$1,551.08	\$401.94	\$0.00	\$0.00	\$0.00	\$1,953.02
ACH 70866	Print Date:10/15/2021						
	Current	10,487.15	2,781.91	0.00	0.00	0.00	13,269.06
	Delq	549.81	133.42	0.00	0.00	0.00	683.23
Last Deposit Date	10/14/2021	\$11,036.96	\$2,915.33	\$0.00	\$0.00	\$0.00	\$13,952.29
ACH 70903	Print Date:10/18/2021						
	Current	161.44	42.83	0.00	0.00	0.00	204.27
	Delq	0.85	0.21	0.00	0.00	0.00	1.06
Last Deposit Date	10/15/2021	\$162.29	\$43.04	\$0.00	\$0.00	\$0.00	\$205.33
ACH 70934	Print Date:10/20/2021						
	Current	3,979.18	1,055.55	0.00	0.00	0.00	5,034.73
	Delq	511.61	124.15	0.00	0.00	0.00	635.76
Last Deposit Date	10/18/2021	\$4,490.79	\$1,179.70	\$0.00	\$0.00	\$0.00	\$5,670.49
ACH 70969	Print Date:10/20/2021						
	Current	3,265.19	866.15	0.00	0.00	0.00	4,131.34
Last Deposit Date	10/19/2021	\$3,265.19	\$866.15	\$0.00	\$0.00	\$0.00	\$4,131.34
ACH 71011	Print Date:10/22/2021						
	Current	9,421.82	2,499.30	0.00	0.00	0.00	11,921.12
	Delq	1,086.20	263.59	0.00	0.00	0.00	1,349.79
Last Deposit Date	10/20/2021	\$10,508.02	\$2,762.89	\$0.00	\$0.00	\$0.00	\$13,270.91
ACH 71051	Print Date:10/25/2021						
	Current	42,994.82	11,405.10	0.00	0.00	0.00	54,399.92
	Delq	354.05	85.91	0.00	0.00	0.00	439.96
Last Deposit Date	10/21/2021	\$43,348.87	\$11,491.01	\$0.00	\$0.00	\$0.00	\$54,839.88

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Summary of Jurisdiction Remittances Processed

Report run on: November 4, 2021 4:06 PM

For Remitted Deposit Dates 10/01/2021 thru 10/31/2021 as of 11/04/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 71093	Print Date:10/26/2021						
	Current	27,930.02	7,409.00	0.00	0.00	0.00	35,339.02
	Delq	15.64	3.79	0.00	0.00	0.00	19.43
Last Deposit Date	10/22/2021	\$27,945.66	\$7,412.79	\$0.00	\$0.00	\$0.00	\$35,358.45
ACH 71135	Print Date:10/26/2021						
	Current	71,782.44	19,041.59	0.00	0.00	0.00	90,824.03
	Delq	1,359.91	330.00	0.00	0.00	0.00	1,689.91
Last Deposit Date	10/25/2021	\$73,142.35	\$19,371.59	\$0.00	\$0.00	\$0.00	\$92,513.94
ACH 71179	Print Date:10/28/2021						
	Current	40,595.98	10,768.80	0.00	0.00	0.00	51,364.78
	Delq	9.50	2.30	0.00	0.00	0.00	11.80
Last Deposit Date	10/26/2021	\$40,605.48	\$10,771.10	\$0.00	\$0.00	\$0.00	\$51,376.58
ACH 71220	Print Date:10/29/2021						
	Current	34,036.86	9,028.87	0.00	0.00	0.00	43,065.73
	Delq	266.88	64.76	0.00	0.00	0.00	331.64
Last Deposit Date	10/27/2021	\$34,303.74	\$9,093.63	\$0.00	\$0.00	\$0.00	\$43,397.37
ACH 71264	Print Date:11/01/2021						
	Current	192,270.67	51,003.05	0.00	0.00	0.00	243,273.72
	Delq	76.52	16.46	0.00	0.00	0.00	92.98
Last Deposit Date	10/28/2021	\$192,347.19	\$51,019.51	\$0.00	\$0.00	\$0.00	\$243,366.70
ACH 71303	Print Date:11/04/2021						
	Current	8,959.15	2,376.56	0.00	0.00	0.00	11,335.71
	Delq	1,696.82	411.75	0.00	0.00	0.00	2,108.57
Last Deposit Date	10/29/2021	\$10,655.97	\$2,788.31	\$0.00	\$0.00	\$0.00	\$13,444.28
Total:		\$459,393.77	\$121,883.98	\$0.00	\$0.00	\$0.00	\$581,277.75

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: December 6, 2021

Date submitted: 10/27/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on November 1, 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on November 1, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2021 11 01 CC Meeting Minutes

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
NOVEMBER 1, 2021**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, NOVEMBER 1, 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 Nicholas Lammé from Friendswood Church of Christ.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey stated that he wanted to let everybody know that the Library is having its genealogy research meetings every Tuesday at 4:00 P.M. and the Chess Club is back up again with chess matches held on Mondays at 6:30 P.M. Councilmember Rockey also gave an overview of the successful event with the City's Historical Society and thanked all those that assisted and participated in the event. Lastly, Councilmember Rockey noted that the county is considering the redistricting of the four commissioner districts in Galveston County and are now taking public comment, so all those interested should participate accordingly.

Councilmember Branson stated that the CDC is doing well, they held a retreat and came back with a new mission and purpose. She also wanted to remind everyone that November is a time to think about

Thanksgiving and thanks. She thanked the city's awesome staff, all the many volunteers, and citizens for everything they do for this city and community.

Councilmember Hanks stated that the Senior Citizen Committee is a vibrant community, and they have a lot of events and activities scheduled for the fall and winter seasons. She stated that the Planning and Zoning Commission is very busy, and they are working on some very complex and exciting things, so she wanted to thank them for their service.

Councilmember Erenwert thanked Councilman Rockey for his work with the Historical Society event, which in his opinion, is the second-best event in the community, only behind the 4th of July. He noted that it is neat to learn about the history of this community and that children get to learn about things from a different perspective. He extended his thanks to Councilmember Rockey as well as all the volunteers that helped that evening.

Mayor Foreman wished Councilmember Hanks a very happy birthday.

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.

David Allen, requested to speak before the Council and gave compliments to the girl scouts that presented at the council meeting, and handed the Council a sheet with data and links related to the FDA and the COVID-19 vaccine.

Cheryl Johnson, requested to speak before the Council regarding her request for consideration as a candidate to receive the City's 100 votes for the Galveston Central Appraisal District Board of Directors ballot. Ms. Johnson gave the Council an overview of her credentials and background in support of her request.

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.

Former Mayor Dave Smith presented the item and stated that the Historical Society in this past year was not able to keep our Museums open, primarily because of COVID. However, in that time, the Society took the time to do a little housekeeping for the organization itself in the form of retreats and workshops which resulted in some committees that are actively working on updating the Society's by-laws and constitution,

communications, websites, etc. The hope is that these endeavors will help the society do a better job of serving the Friendswood Community in its role of providing public information about Friendswood, the history of Friendswood, and the history of its people.

Other updates included:

- Upkeep and maintenance to the Perry Home and the Brown Museum,
- Yearly Ice Cream Social was held this year,
- Completed a new mural on the Brown Museum, and
- Historween Play/Event.

Additionally, Mr. Smith stated that their Christmas Tree Lighting Event is set for December 6th, and will include fellowship, chili, Santa Claus, and other activities for kids and families. Mr. Smith thanked the Council for their continued support and looked forward to another year of great events.

7. WORK SESSION

A. Receive and discuss a presentation regarding fee schedule adjustments.

Administrative Services Director Katina Hampton presented the item and stated that she was going to present some proposed fee changes in an update to the City's Appendix D. She noted that the proposed adjustments impact the City's building permits, utilities, as well as the Library and Parks and Recreation, along with some miscellaneous fees related to public information and their reproduction fees. Ms. Hampton gave the Council an overview of the fees, a summary of which are listed below:

Community Development Fee Changes Summary

Staff reviewed processes and evaluated the time required by permit technicians to issue permits and by inspectors to conduct certain inspections to ensure accuracy and charging fees to adequately compensate for staff time. Staff also researched fees charged by surrounding cities including Pearland, League City, Missouri City, Sugar Land, and Alvin. City fees remain very competitive in the area and in most cases, Friendswood tends 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 fee

Subdivisions

- Change "Conceptual plan" to "Master plan"
- Change "Public Infrastructure plan review" to "Infrastructure plan review"
- Add Tree mitigation fee (per caliper inch) - \$400.00
- 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

- 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, the fees are as follows:

<u>LATE FEES</u>	<u>PER</u>	<u>MAX</u>
	<u>DAY</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

<u>REPLACEMENT FEES</u>	
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. Staff researched the fees charged by surrounding cities and even with the proposed increases; Friendswood fees remain very competitive in the area and in most cases, charges 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 \$55.00 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.	

After a brief discussion, the Council thanked the staff for their hard work on the item and moved onto the next item on the agenda.

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

City Manager Morad Kabiri introduced Mr. Chris Robert, District Manager for Waste Connections to give the Council an overview of their services and some ideas moving forward.

Mr. Robert thanked the Council for their time and noted that after COVID, they are happy to have the staff back and on board; particularly as they get everything ready for their Christmas Promise event, which is where they build bikes during the year to hand out for Christmas.

Mr. Robert introduced the members of his team present at the meetings, as well as the Friendswood team that served the Friendswood community. Mr. Robert noted that some of the members on the team have served the Friendswood community for many years and they are very loyal to this area and always strive to give their best as it relates to service and responsiveness.

Mr. Robert gave the council an overview of their 3rd Eye or live GPS location system that allows them to undertake fleet tracking, real time GPS, speed history, google maps, etc., to tell them exactly where the trucks are or have been at any given time. This use of technology helps them ensure that they are providing the best services to the customer.

Mr. Robert noted that they are also moving to electronic route books, which tells them where every truck was, what house has been serviced and at what time; this will help keep track of the routes and how the guys on the ground are handling their routes. The guys on the ground will also have tablets to check routes, take pictures, handle customer service questions, etc., in real time. This will help create efficiencies and enhance services.

Mr. Robert noted that at this time, Friendswood has a take all limit, so basically, whatever is on the street, Waste Connections collects. This is a great service for the community; however, it does create some issues as they are now able to measure two routes daily, which negatively impacts the people on the rear end of the route. He further noted that taking all trash/debris has some challenges, particularly as they move towards having the automated side load (ASL) trucks because moving forward, there may be limitations on what can be picked up and how much can be picked up on any given day.

However, Mr. Robert noted that there are some pluses to the ASL trucks, including:

- Less waste loss: i.e., when working with the proper bins, automated trucks pick up waste with less potential for spillage and loss,
- Increased safety: removes loaders from outside of the truck and limits exposure to potentially unsafe situations and waste hazards, and
- Improved efficiency: ASL trucks can collect waste more quickly and efficiently than a manual crew, the reduction in crew costs and higher efficiency vehicles can result in a reduction in overall operating costs for the business and ultimately the customer.

Mr. Robert stated that in the future, they would like to discuss the possibility of moving to ASL trucks in Friendswood, and if approved, they would deliver waste and recycling bins/carts to all residents.

Councilmember Rokey stated that removing the take all from the curb will be a hard sell moving forward. Mr. Robert noted that there will still be brush pick-up, which will help everyone distinguish between what

is brush and what is trash, so while there will be separated services and times for brush versus trash, it will help make this a lot cleaner of a process than just putting everything in front of the house.

Mayor Pro Tem Griffon asked if Waste Connections would be seeking a franchise for this service from the council, Mr. Robert responded in the affirmative.

Mr. Kabiri noted that this item was simply to gauge the Council's interest on this contract and its related services, as they come to the tail end of the current contract. He noted that if the Council is open to further discussions on an extension, the staff would begin working towards that goal. Mr. Kabiri also noted that the City's service and the partnership with Waste Connections and their predecessors has been spectacular. He further noted that Friendswood has the lowest rates out of any of its neighboring municipalities with the most services and as Council is open to further discussions, staff will work towards some options for possible extensions as they come closer to March.

Councilmember Scott stated that he was in favor of extending the contract for the same services that are in place now and noted that he was on Council when this item last came up and he argued then that the service levels remain the same. Mr. Robert noted in response that this was the reason that they were seeking an extension for the current service right now, and hopefully down the road, there will be more conversations on how to move forward with the new technology and materials.

Mr. Robert introduced the company's comptroller to give an overview of the CPI increase. The CPI data is listed below:

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%

Mr. Kabiri clarified that while the proposed rates, with CPI included, noted is \$15.19, Friendswood residents will see on their bill the amount of \$16.72 because there is a 10% administrative fee in addition to the previously mentioned fees. Therefore, the monthly trash service is going to go from \$16.24 for a month to \$16.72 a month with the CPI adjustment.

Lastly, Mr. Kabiri noted that Waste Connections, as recently as the last hurricane, serviced Friendswood

with excellent heavy trash pickup at no additional cost, and staff truly appreciates their partnership, and as the Council is open to a contract extension, the staff will work to bring something forward soon.

Mayor Foreman recessed the meeting at 6:47 P.M.

Mayor Foreman reconvened the meeting at 7:00 P.M.

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.**

At 7:01 P.M., Mayor Foreman opened a public hearing and requested that staff give council an overview of the item.

Director of Community Development Aubrey Harbin presented the item and stated that this item related to a request from the Friendswood Independent School District (the "District") for a new school site located in the West Ranch Subdivision. She noted that this site has been in the works since the West Ranch development began back in 2004; therefore, as a part of the original agreement, once West Ranch constructed seven hundred and fifty homes (750), they were required to give this property over to the school district, both platted and with the drainage accounted for, which is a good benefit for the District.

This location is a part of the West Ranch Planned Unit Development (PUD), and all schools are required to have SUPs in all of the City's zoning districts. Ms. Harbin noted that the SUP requirement is in place to allow the City to consider specifics to the sites, such as, building height, parking, and sidewalks.

Ms. Harbin noted that the building on the site will be a two-story main building, about 80,000 square feet. The site will have playgrounds, an outdoor classroom, a track, an amphitheater, landscaping, and screening, particularly for the area that is close the residential areas. She further noted that the boulevards, in the initial design of the development resulted in not having any sidewalks on the frontage of Friendswood Lakes Boulevard, but instead only had sidewalks on the other side of the street. Ms. Harbin noted that there are already sidewalks and existing landscaping on Pleasant Hill Drive and the District has agreed to put in the sidewalk along Friendswood Lakes Boulevard. She further noted that in the initial meeting with P&Z, staff really pushed for the sidewalks and later found out that with the construction of the new boulevard, the sidewalks were installed to and through the new Avalon Development, as a part of the county bond project. She noted that she was happy to report that the City has found the monies to install the sidewalks in the area to close the gap on that one side.

Ms. Harbin showed some elevations of the new building and noted that the Planning and Zoning Commission recommended approval of the item with one commissioner opposing it solely for the lack of sidewalks at that time of action, and two commissioners absent at the time for the vote.

At 7:05 P.M, with there being no one signed up to speak, Mayor Foreman closed the public hearing regarding a zone classification change request for 11.92 acres located at 1550 West Boulevard, for a Specific Use Permit (SUP) to allow NAICS Use #6111, Elementary and Secondary Schools for the new Cline Elementary school site and requested that staff give council an overview of the item.

B. Consideration and possible action on a proposed ordinance for first reading regarding the 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.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve the first reading of Ordinance No. 2021-32, related to Item 8.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-32

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.

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.**

At 7:06 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and stated that this item has been in the works for the last five years, and she was very excited to bring these amendments forward as the City's subdivision ordinance is very outdated. Ms. Harbin summarized the changes as follows:

- Inclusion of changes outlined in House Bill 3167 regarding platting,
- Sections were changed to make them easier to reference for developers and engineers,
- Clarified the development process,
- Updated of associated fees, and sidewalk funds

Ms. Harbin gave the Council an overview of the Sidewalk Fund, and how the staff was moving forward to install the sidewalks in areas that could accommodate them and eliminate the fund itself by requiring new developments to install sidewalks instead.

City Manager Morad Kabiri stated that the changes to the Sidewalk Fund allows for the Planning and Zoning Commission to have some latitude to make common sense decisions on the installation of sidewalks as a part of developments. He noted that staff does not want to get into a situation where there are large expanses of areas with no sidewalks. He noted that at this time, these funds are just sitting there with an inability to be used because the developer didn't put the sidewalks in when they initially developed, so when it makes sense to not have a sidewalk in place, these developers should not be forced into that and the code will allow for that leeway. Mr. Kabiri noted that the City is going to supplement the existing sidewalk funds with \$13,000 to get the sidewalks installed in front of the existing businesses that paid into the fund.

At 7:19 P.M, with there being no one signed up to speak, Mayor Foreman closed the public hearing regarding proposed amendments to the City's Subdivision Ordinance.

- 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.**

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to approve the first reading of Ordinance No. 2021-33, regarding Item 9.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-33

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.

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.

At 7:20 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and showed the council the proposed map with the proposed changes.

At 7:21 P.M., with no one signed up to speak, Mayor Foreman closed the 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.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Branson to approve the first reading of Ordinance No. 2021-34, regarding Item 10.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE ADOPTION OF A NEW FUTURE LAND USE MAP; AND REPEALING ORDINANCE 2008-39, PASSED AND APPROVED ON NOVEMBER 17, 2008; PROVIDING FOR SEVERABILITY.

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).**

At 7:21 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and stated that this item related to an existing site that is located at Shadow Bend and Laurel and consist of two tracks, one of which has the Banfield Office Park on the corner. Ms. Harbin noted that the property is a zoned Planned Unit Development with a Specific Use Permit on it to allow office uses; said PUD was established in 2007 when it was built as an example of what the City's Downtown District aesthetics could look like.

Ms. Harbin noted that the City's regulations were written based on this project and now the developer wants to rezone this development from the PUD/SUP to the Downtown District zoning (DD). She noted that he is in full compliance with the DD regulations and so it really is just cleanup of sorts. Ms. Harbin noted that the Planning and Zoning Commission recommended the approval of this requested zoning classification.

At 7:24 P.M., with there being no one signed up to speak on this item, Mayor Foreman closed the public hearing regarding the rezoning of .8608 acres of land, located at 301 Laurel Drive from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD).

- B. Consideration and possible action regarding the first reading 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).**

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the first reading of Ordinance No. 2021-35, related to Item 11.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, and Councilmember Brent Erenwert and Councilmember John Scott.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-35

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.

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).

At 7:24 P.M., Mayor Foreman opened the public hearing and requested that staff give the Council an overview of the item.

Community Development Director Aubrey Harbin presented the item and stated that this item includes the two existing properties from the previous request, the Roberts Business Park, the business partner, and the building next to it. If approved, all the properties will be zoned Downtown District. Ms. Harbin noted that this request is for a thirty-room hotel supported by thirty-eight parking spaces that would be incorporated in a Mixed-Use (MU) development, such as, office space, a restaurant, a rooftop bar, and some more residential units. Ms. Harbin noted that all the previously mentioned uses, except for the hotel, are in compliance with the Downtown District zoning requirements to include, the building height and the building setbacks.

Ms. Harbin noted that the developer will have to go back to the Planning and Zoning Commission later for the overall site plan of the entire development; however, the item before the Council tonight is to approve the zoning which will allow the hotel portion of the development. Lastly, she noted that the Planning and Zoning Commission recommended approval as they felt that the hotel would be a good use for the Downtown District.

Mr. Brett Banfield, Vice President of Banfield Properties, Inc., the developer for the proposed development and applicant for the requested rezoning showed the Council maps and conceptual drawings of the proposed Mixed-Use development. He stated that they were a long way from breaking ground but needed to know if the hotel anchor development would be approved to be a part of their proposed mixed-use development that includes restaurant, retail, banquet rooms, office space, executive spaces, some residential, as well as a rooftop experience.

Mr. Banfield stated that the hotel will be a thirty-room independently branded boutique hotel, which at this time has not been branded, but will be focused on serving the locals, i.e., for people to have family reunions, weddings, local business clients or colleagues. He also noted that they had completed a feasibility study on this type of boutique hotel which showed that this type of development would be successful at this location.

The development will have a multi-purpose parking garage on the second and third levels with the first floor of the building housing the restaurants and banquet rooms. The building will include a six-thousand square foot green roof event space that could be utilized for the restaurant or could be rented out for private events. Mr. Banfield further noted that behind this building will be thirty residential suites on the second,

third, and fourth floor, with office space, executive space, and a theater room for corporate rentals.

The design for the building will include beautiful green spaces with gravel, grass and some permeable pavers, similar to what can be found in Houston to help the space be functional and reduce stormwater runoff. Mr. Banfield noted that after the first of the year, they will be working to quickly update the three structures that they purchased back in July, the Robert's Office Business Park and the other office/commercial complexes to bring them in line with the look and feel of the new development. He also noted that they would continue to work with the staff to ensure a walkable, sustainable and traffic friendly development that Friendswood can be proud of.

At 7:36 P.M., with there being no one signed up to speak on this item, Mayor Foreman closed the public hearing regarding the rezoning for approximately 3.7268 acres located at 306 S. Friendswood Drive and 308 S. Friendswood Drive 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 the requested zone classification change 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 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).

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve the first reading of Ordinance No. 2021-36, regarding Item 12.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-36

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.

13. CITY MANAGER'S REPORT

A. Present an update regarding the City’s Fall Haul event.

City Manager Morad Kabiri presented the item and stated that the City will once again hold its Annual Fall Hall Event, Saturday, November 13, at Centennial Park from 8:00 A.M. to 2:00 P.M. He noted that as in years past, shredding services for residents would be available for up to two-hundred pounds per person or until the truck is full. Mr. Kabiri stated that there will be a garage sale following the Fall Hall Event and noted that it will be limited to Friendswood residents only, so people will need to show a valid driver's license or current utility bill to gain access to the event.

B. Present an update regarding the grants awarded to the Friendswood Police Department.

City Manager Morad Kabiri presented the item and stated that the Police Department received word that they had obtained two routine grants: (1) the annual Crime Victims Assistance Program, which is in its

22nd year, and (2) the Bulletproof Vest Partnership Act grant that pays for 50% of the cost of bulletproof vests for police officers, which is a requirement that each officer wear a bulletproof vest while on duty.

C. Present an update regarding Friendswood's Safest Cities ranking.

City Manager Morad Kabiri presented the item and stated that Police Department recently received the recognition of a Safe City by Safewise and was ranked 16th overall in the state for municipalities of any size and second in the state for those municipalities of a population of 25,000 or more.

Mr. Kabiri also reminded the Council of the November 19th Blood Drive at Leavesley Park and noted that the Houston Galveston Area Council (H-GAC) recently notified the City of its receipt of a grant for the extension of Friendswood Parkway, from 528 to FM 2351. Mr. Kabiri clarified that this grant will not be for the full design and construction of the roadway, but is instead for the alignment study, as well as the preliminary engineering associated with it.

Lastly, Mr. Kabiri also noted that H-GAC notified the City that they will be funding the City's Master Trail Plan, which will help identify opportunities to connect parks and trails throughout the city to enhance walkability and jogging areas.

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.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson 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. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Discuss and take possible action regarding the reappointment of Kaye Corey, Betty Moreno, Brent Bell, Dianna Le Nell Hall, Mary Wise, Tammy Hill, and Brandee Fernadez to the Keep Friendswood Beautiful Committee for three-year terms beginning November 2021 and ending November 2024.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks approving the reappointment of Kaye Corey, Betty Moreno, Brent Bell, Dianna Le Nell Hall, Mary Wise, Tammy Hill,

and Brandee Fernadez to the Keep Friendswood Beautiful Committee for three-year terms beginning November 2021 and ending November 2024. 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 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.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon approving 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. 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

Per the request of Councilmember Scott, Mayor Foreman took the agenda out of order to consider and take possible action on agenda item 15.A.

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.

Councilmember Scott noted that as he had previously mentioned, he asked that the appointment policy be amended to change the existing practice that allows the City's advisory boards to appoint non-residents. He stated that he felt it appropriate that if someone is going to serve this community as an appointed official that he/she should be a resident of this community. He noted that he did not agree with the taxpayer deal and stands by his recommendation that only residents should be appointed to City boards whether they be advisory or not. The Council discussed the item, and the consensus was to allow for the appointment of residents and local business owners that pay taxes in the City on advisory boards, commissions, and committees.

A motion was made by Councilmember Scott and seconded by Councilmember Rockey to amend the motion by changing the appointment policy to only allow for the appointment of residents to serve on City advisory boards, commissions, and committees. The vote was the following:

Ayes: Councilmember John Scott

Nays: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, and Councilmember Brent Erenwert.

The motion failed.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Scott to approve Resolution No. R2021-22, related to Item 15.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, and Councilmember Brent Erenwert.

Nays: Councilmember John Scott

The item passed.

RESOLUTION NO. R2021-22

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.

Mayor Foreman returned to the order of the agenda to Item 14.D.

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.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson approving 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. 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.

15. RESOLUTIONS & ORDINANCES

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.

Mayor Foreman stated that the proposed representatives are Councilmember Sally Branson and the alternate Mayor Foreman.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Resolution No. R2021-23, related to Item 15.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

RESOLUTION NO. R2021-23

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.

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.

Assistant Director of Engineering Samantha Haritos presented the item and stated that this item approves the DR-4572 form, which is the mitigation grant program for Hurricane Laura. She noted that this grant has \$4.8 million dollars available, and the City's Engineering Department is applying for monies for a Comprehensive Drainage Plan in the amount of \$735,000. Should the City receive said grant, there is a local match requirement in the amount of \$183,750, which will be paid for from the City's drainage bonds.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Griffon to approve Resolution No. R2021-24, related to Item 15.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.

RESOLUTION NO. R2021-24

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.

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.

Assistant Director of Engineering Samantha Haritos stated that this item approves a grant application for an emergency portable generator for two-hundred kilowatts in the amount of \$125,700. Should the City be successful, the grant requires a local match in the amount of \$31,425, which will come from the City's General Fund.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve Resolution No. R2021-25, related to Item 15.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.

RESOLUTION NO. R2021-25

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.

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.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Resolution No. R2021-26, related to Item 15.E. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

RESOLUTION NO. R2021-26

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.

F. Consideration and possible action on a proposed resolution regarding the casting of 100 votes for the purpose of electing persons(s) to the Galveston Central Appraisal District Board of Directors for 2022-23.

Mayor Foreman stated that the City's nominee for the Galveston Central Appraisal District Board of Directors is Scott Brast and recommended casting of the City's 100 votes in his favor.

A motion was made by Mayor Foreman and seconded by Councilmember Hanks to approve the Resolution No. R2021-27, related to Item 15.F, which casts the City's 100 votes in favor of Scott Brast. 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.

RESOLUTION NO. R2021-27

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.

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.

City Manager Morad Kabiri presented the item and noted that this was the second and final reading of the tree mitigation ordinance that was first presented to the Council in September.

A motion was made by Councilmember Branson and seconded by Councilmember Rockey to approve the second and final reading of the amended version of Ordinance No. 2021-29, related to Item 15.G. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: Mayor Pro Tem Robert J. Griffon

The item passed.

ORDINANCE NO. 2021-29

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.

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).

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to approve the reading of Ordinance No. 2021-37, related to Item 15.H. 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.

ORDINANCE NO. 2021-37

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.

- 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.**

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first reading of Ordinance No. 2021-38, related to Item 15.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.

ORDINANCE NO. 2021-38

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.

- 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.**

A motion was made by Councilmember Branson and seconded by Councilmember Scott to approve the first and final reading of Ordinance No. 2021-39, related to Item 15.J. 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.

ORDINANCE NO. 2021-39

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.

16. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 16.A through 16.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.

- 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.**

At 7:59 P.M. Mayor Foreman recessed and convened into an executive session pursuant to Texas Government Code, Sections (i) 551.087 to deliberate the offer of a financial or other incentive to a business prospect, (ii) 551.074 to deliberate the appointment of a City Attorney, and (iii) 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.

At 9:12 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

18. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

- A. Consideration and possible action on a proposed offer of a financial or other incentive to a business prospect.**

A motion was made by Councilmember Branson and seconded by Councilmember Scott to approve an economic development agreement. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Consideration and possible action regarding the appointment of a City Attorney.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks authorizing the Mayor and City Manager to engage the preferred candidate and negotiate a contract for the City Attorney position. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Consideration and possible action regarding contemplated litigation.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to authorize the City Manager to approve actions related to possible litigation. 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.

19. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the November 1, 2021, City Council Regular Meeting at 9:15 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary