

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
APRIL 4, 2022



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 P.M. ON MONDAY, APRIL 4, 2022, IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS ON THE AGENDA LISTED BELOW:

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL FOR A DAY

- A. Consider a proclamation declaring April 5, 2022, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

5. COUNCIL COMMENTS AND REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

6. 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.

7. COMMITTEES OR SPECIAL REPORTS

- A. Receive the 2021 Annual Comprehensive Financial Report.
B. Receive the Keep Friendswood Beautiful Annual Report.
C. Receive the 4th of July Steering Committee Annual Report.

8. PROPOSED AMENDMENTS TO APPENDIX C ZONING ORDINANCE REGARDING GARDEN HOMES

- A. Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 2 "Establishment of districts," Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD)

Zoning District and establish architectural and site related requirements for garden home developments.

- B. Consider the first reading of an ordinance amending Appendix C "Zoning," Section 2 "Establishment of districts," "Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home developments.

9. CITY MANAGER'S REPORT

- A. Present an update regarding Friendswood Police Department extra jobs.
- B. Present an update regarding the City receiving the GFOA Distinguished Budget Presentation Award.
- C. Present an update regarding the City being rates among the Safest Cities in 2022.

10. BUSINESS ITEM

- A. Consider awarding the Fiscal Year 2021-2022 Asphalt Street Maintenance Contract to Pavecon Ltd. Co.

11. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider the first reading of an ordinance amending Chapter 30 "Fire Protection And Prevention," Article IV "Fireworks," Section 30-139 "Definitions"; Section 30-140 "General provisions"; Section 30-141 "Exceptions"; Section 30-142 "Public displays exempted"; Section 30-143 "Illegal fireworks declared nuisance; seizure and destruction"; Section 30-144 "Penalty for violation of this article"; and Section 30-145 "Permitted transportation; identification" of the Friendswood City Code to regulate fireworks in accordance with state law, to generally prohibit fireworks from being ignited on property within the city, and to prohibit public displays by persons other than a governmental entity during certain times of the year.
- B. Consider the second and final reading of an ordinance amending Appendix C "Zoning," Section 7.J "PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.
- C. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VII" and providing for supplemental appropriation and/or transfer of certain funds.

12. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- A. Consider a resolution suspending the May 2, 2022, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to implement interim grip rate adjustments for gas utility investment in 2021.

- B. Consider a resolution repealing Resolution No. R98-40, which established a public information disclosure policy, and adopting an updated public information policy to establish a uniform and centralized system for the processing of public information requests in compliance with all applicable laws.
- C. Consider approving the disposal of a decommissioned Police Department vehicle through Houston Auto Auction.
- D. Consider accepting the February 2022 tax report.
- E. Consider approving the minutes of the City Council Regular Meeting held on February 7, 2022.

13. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Secretary.

14. DISCUSSION AND POSSIBLE ACTION

- A. Consider and take possible action regarding the City Secretary's annual review.

15. ADJOURNMENT

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

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TTY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).

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 31ST DAY OF MARCH, 2022, AT 12:00 P.M.



LETICIA BRYSCH, CITY SECRETARY

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a proclamation declaring April 5, 2022, as Wedgewood 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 Wedgewood Elementary to participate in the Kids' Council in order to declare April 5, 2022, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Wedgewood Elementary Proclamation - April 2022

City of Friendswood
Office of the Mayor



PROCLAMATION

*I, MIKE FOREMAN, BY VIRTUE OF THE AUTHORITY VESTED IN
ME AS MAYOR
OF THE CITY OF FRIENDSWOOD
DO HEREBY PROCLAIM*

April 5, 2022

Wedgewood Elementary School Day
IN THE CITY OF FRIENDSWOOD

WHEREAS, Wedgewood Elementary School takes pride in its excellent teachers, support staff and parent volunteers that make up its learning community that celebrates each child's unique gifts; and

WHEREAS, at Wedgewood Elementary School, the learning community believes that music, art, physical education, library, technology, and character development are integral in developing the whole child; and

WHEREAS, education is the key to a successful life, and the staff at Wedgewood Elementary School is dedicated to providing the children of Wedgewood Elementary School with a quality education in a safe environment; and

WHEREAS, the children at Wedgewood Elementary School are engaged learners and Bucketfillers.

NOW THEREFORE, I, Mike Foreman, Mayor of the City of Friendswood, hereby declare April 5, 2022, as

Wedgewood Elementary School Day in the City of Friendswood, Texas

In testimony whereof, witness my hand and the Seal of the City of Friendswood, this 4th day of April, 2022.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/16/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the 2021 Annual Comprehensive Financial Report.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

The annual audit and financial reporting are also a requirement by the Texas Local Government Code (Section 103) and is the standard recommended by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), Government Finance Officers Association (GFOA), Generally Accepted Accounting Principles (GAAP) and Governmental Accounting, Auditing, and Financial Reporting (GAAFR). Lupe Garcia, a partner with Whitley Penn, will present the 2020-2021 Annual Comprehensive Financial Report and Single Audit Report. The presentation will be a brief overview of the reports.

The City's Annual Comprehensive Financial Report for fiscal year 2020 – 2021 will be submitted to GFOA in hopes of earning the 34th consecutive Certificate of Excellence in Financial Reporting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Compliance with City Charter, Texas Local Government Code, GASB, AICPA, GFOA, GAAP and GAAFR requirements

RECOMMENDATIONS

N/A

ATTACHMENTS

1. C-Friendswood YE 9-30-21 ACFR Final 3-23-22

2. C-Friendswood YE 9-30-21 SA Final
3. COF FY 2021 Audit Results - Presentation



CITY OF FRIENDSWOOD, TEXAS

**ANNUAL
COMPREHENSIVE
FINANCIAL
REPORT**

FISCAL YEAR ENDED SEPTEMBER 30, 2021



CITY OF FRIENDSWOOD, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED

September 30, 2021

Officials Issuing Report:

**Morad Kabiri
City Manager**

**Katina Hampton
Director of Administrative Services**



CITY OF FRIENDSWOOD, TEXAS

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INTRODUCTORY SECTION





CITY OF FRIENDSWOOD

March 22, 2022

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

The Annual Comprehensive Financial Report (ACFR) of the City of Friendswood for the fiscal year ended September 30, 2021, is hereby submitted. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

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

The City Charter requires an annual audit of the financial statements of all of the various funds of the City by independent certified public accountants. The accounting firm of Whitley Penn LLP has performed such an audit. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2021 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2021, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report

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

PROFILE OF THE CITY

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

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

FACTORS AFFECTING FINANCIAL CONDITION

Location

Encompassing 21 square miles, Friendswood is located in southeast Texas near the Texas Gulf Coast, between downtown Houston and Galveston, spanning across two counties – northern Galveston County and southern Harris County. The current estimated population is 41,916. Residents and visitors can access Friendswood through FM 2351, FM 518, and FM 528 (NASA Parkway). Hobby Airport and Ellington Airport are located within a 15 minute drive from Friendswood, and Bush Intercontinental Airport is just 45 minutes away. Major sectors of the area's economic base include aerospace, specialty chemicals, health care, retail, and tourism.

Community

Friendswood has been nationally recognized as one of the best places to live in the country. With low tax rates, outstanding public education, and the lowest crime rate in the region, Friendswood is the perfect place to live, work, and play. The city features beautiful parks and lush landscaping, along with a championship golf course. Children academically excel via two superior public school systems – Friendswood ISD and Clear Creek ISD. These attributes perfectly match Friendswood's affluent resident base of well-educated, high-income families. More than 50% of residents work in executive, professional, and managerial positions and generate an average household income of over \$145,000, one of the highest in the Houston area.

Business

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

Quality Lifestyle

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

LONG TERM PLANNING

Budgeting Controls

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

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

Multi-Year Financial Planning

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

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

Relevant Financial Policies

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

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

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

Awards

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Friendswood for its annual comprehensive financial report for the fiscal year ended September 30, 2020. This was the thirty-third consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both generally accepted accounting principles and applicable legal requirements.

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

Acknowledgements

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

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

Sincerely,

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

Katina Hampton
Director of Administrative Services

CITY OF FRIENDSWOOD, TEXAS**PRINCIPAL OFFICIALS****September 30, 2021**

Elected Officials	Position	Term Expires
Mike Foreman	Mayor	May 2024
Steve Rockey	Council Member - Position No. 1	May 2024
Sally Branson	Council Member - Position No. 2	May 2023
Trish Hanks	Council Member - Position No. 3	May 2024
Robert J. Griffon	Council Member - Position No. 4	May 2022
John H. Scott	Council Member - Position No. 5	May 2023
Brent Erenwert	Council Member - Position No. 6	May 2022

Key Staff**Position**

Morad Kabiri	City Manager
Steven Rhea	Assistant City Manager
Katina Hampton	Director of Administrative Services
Aubrey Harbin	Director of Community Development
Jildardo Arias	Director of Engineering
Matt Riley	Library Director
Brian Mansfield	Fire Marshal/Emergency Management Coordinator
Haley Brown	Director of Human Resources
James O'Brien	Director of Information Technology
Rene Ibarra	Director of Public Works
James Toney	Director of Parks and Recreation
Leticia Brysch	City Secretary
Robert B. Wieners	Police Chief
Karen Horner	City Attorney
James W. Woltz	Judge - Municipal Court



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Friendswood
Texas**

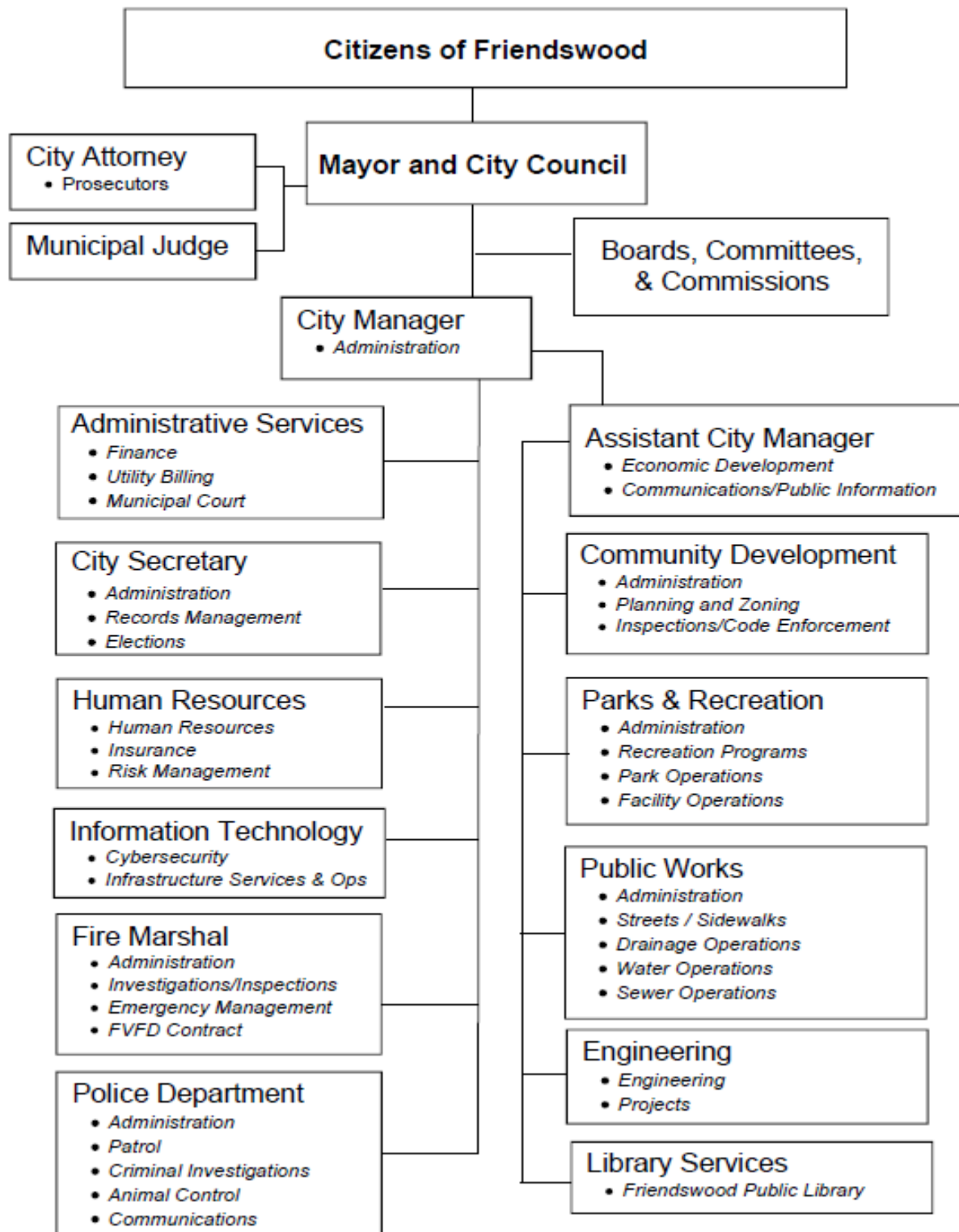
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morill

Executive Director/CEO

CITY OF FRIENDSWOOD, TEXAS
ORGANIZATIONAL CHART





FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Friendswood, Texas (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Information

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

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

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

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

Other Reporting Required By *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 22, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance and has been issued under separate cover.

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

Houston, Texas
March 22, 2022



CITY OF FRIENDSWOOD, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

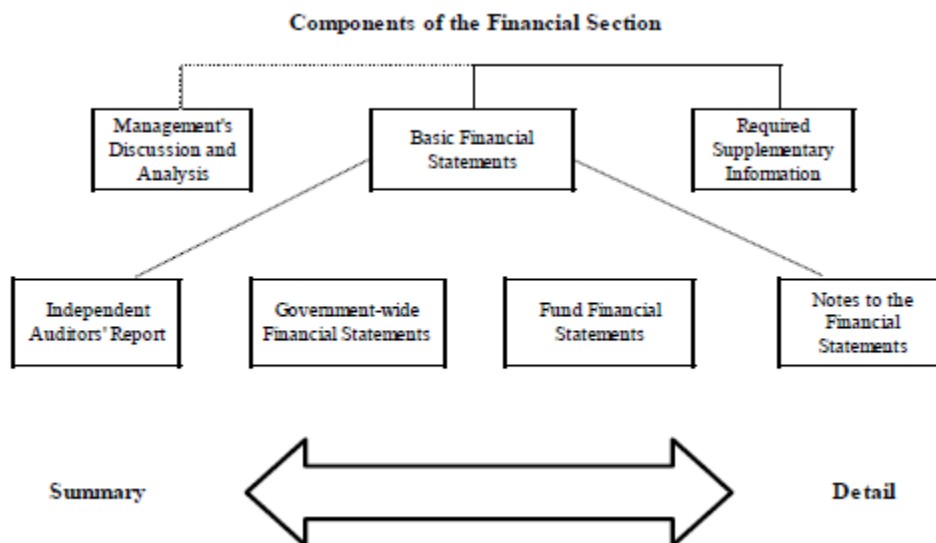
As management of the City of Friendswood, Texas ("the City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2021. Please read this information in conjunction with the basic financial statements that follow this section.

Financial Highlights

Some of the City's financial highlights for the fiscal year ending September 30, 2021 include:

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$128,235,461.
- The City's total net position increased during the year by \$9,206,750. The City's net pension and total OPEB liabilities were \$9.7 million and \$1.9 million, respectively. The net pension liability decreased by \$840 thousand and the total OPEB liability increased by \$123 thousand compared to the prior year.
- As of the close of the current fiscal year, the City reported unrestricted net position of \$16,870,336.
- Program revenues of \$28,512,908 reduced the net cost of the City's functions to be financed from the City's general revenues to \$22,446,592 .

Overview of the Financial Statements



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

CITY OF FRIENDSWOOD, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Government-wide Financial Statements

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

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

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

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

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

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

Fund Financial Statements

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

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

Governmental Funds

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

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

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

Proprietary Funds

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

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

Notes to the Financial Statements

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

Other Information

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

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

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. For the City, assets and deferred outflows of resources exceed liabilities and deferred inflows of resources by \$128,235,461 as of September 30, 2021 in the primary government, which is an increase in the City's overall financial position compared to the prior year.

The largest portion of the City's net position (82.0%) reflects its investments in capital assets (e.g., land, buildings and improvements, machinery and equipment, infrastructure, water and sewer system, construction in progress and water rights); less any debt outstanding used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the assets themselves cannot be used to liquidate these liabilities.

The following table reflects the condensed Statement of Net Position.

	Governmental Activities		Business Type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Current and other assets	\$ 44,538,331	\$ 26,111,095	\$ 48,888,658	\$ 33,820,399	\$ 93,426,989	\$ 59,931,494
Capital assets	108,518,265	105,843,302	62,808,555	62,204,855	171,326,820	168,048,157
Total Assets	153,056,596	131,954,397	111,697,213	96,025,254	264,753,809	227,979,651
Deferred outflows of resources	2,969,271	3,381,110	1,023,421	1,097,676	3,992,692	4,478,786
Total assets and deferred outflows of resources	156,025,867	135,335,507	112,720,634	97,122,930	268,746,501	232,458,437
Long-term liabilities	62,989,424	51,912,775	64,349,995	52,001,595	127,339,419	103,914,370
Other Liabilities	8,080,805	4,971,167	2,429,773	1,895,345	10,510,578	6,866,512
Total Liabilities	71,070,229	56,883,942	66,779,768	53,896,940	137,849,997	110,780,882
Deferred inflows of resources	2,336,852	2,290,897	324,191	357,947	2,661,043	2,648,844
Net position:						
Net investment in capital assets	72,240,727	68,990,597	32,910,959	32,242,803	105,151,686	101,233,400
Restricted	3,491,974	4,606,124	2,721,465	2,186,731	6,213,439	6,792,855
Unrestricted	6,886,085	2,563,947	9,984,251	8,438,509	16,870,336	11,002,456
Total Net Position	\$ 82,618,786	\$ 76,160,668	\$ 45,616,675	\$ 42,868,043	\$ 128,235,461	\$ 119,028,711

A portion of the primary government's net position, \$6,213,439 or 4.8%, represents resources that are subject to external restrictions on how they may be used. These restrictions include monies accounted for in special revenue funds for which the use is legally restricted and capital project funds. The remaining balance of unrestricted net position, \$16,870,336 or 13.2%, may be used to meet the City's ongoing obligations to citizens and creditors.

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

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

	Governmental Activities		Business Type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Revenues						
Program Revenues:						
Charges for services	\$ 2,853,702	\$ 2,215,721	\$ 17,919,751	\$ 16,638,758	\$ 20,773,453	\$ 18,854,479
Operating grants and contributions	3,874,866	3,430,645	-	22,602	3,874,866	3,453,247
Capital grants and contributions	3,864,589	708,306	-	-	3,864,589	708,306
General Revenues:						
Property taxes	19,163,858	18,731,549	-	-	19,163,858	18,731,549
Sales and alcohol taxes	9,915,046	8,846,359	-	-	9,915,046	8,846,359
Franchise taxes	2,090,001	2,142,660	-	-	2,090,001	2,142,660
Investment earnings	50,805	880,606	43,099	347,518	93,904	1,228,124
Miscellaneous	390,533	269,855	-	-	390,533	269,855
Total Revenues	42,203,400	37,225,701	17,962,850	17,008,878	60,166,250	54,234,579
Expenses						
General government	5,867,654	6,119,806	-	-	5,867,654	6,119,806
Public safety	15,645,527	15,501,734	-	-	15,645,527	15,501,734
Public works	7,160,229	8,840,113	-	-	7,160,229	8,840,113
Engineering	506,959	434,976	-	-	506,959	434,976
Community development	1,035,202	1,122,506	-	-	1,035,202	1,122,506
Parks and recreation	4,604,943	4,439,511	-	-	4,604,943	4,439,511
Library services	1,221,740	1,214,130	-	-	1,221,740	1,214,130
Water and sewer	-	-	11,864,245	12,071,159	11,864,245	12,071,159
Interest on long-term debt	1,244,881	1,055,889	1,808,120	1,733,123	3,053,001	2,789,012
Total Expenses	37,287,135	38,728,665	13,672,365	13,804,282	50,959,500	52,532,947
Increase (decrease) in net position before transfers	4,916,265	(1,502,964)	4,290,485	3,204,596	9,206,750	1,701,632
Transfers	1,541,853	1,434,829	(1,541,853)	(1,434,829)	-	-
Change in net position	6,458,118	(68,135)	2,748,632	1,769,767	9,206,750	1,701,632
Net Position - Beginning	76,160,668	76,228,803	42,868,043	41,098,276	119,028,711	117,327,079
Net Position - Ending	\$ 82,618,786	\$ 76,160,668	\$ 45,616,675	\$ 42,868,043	\$ 128,235,461	\$ 119,028,711

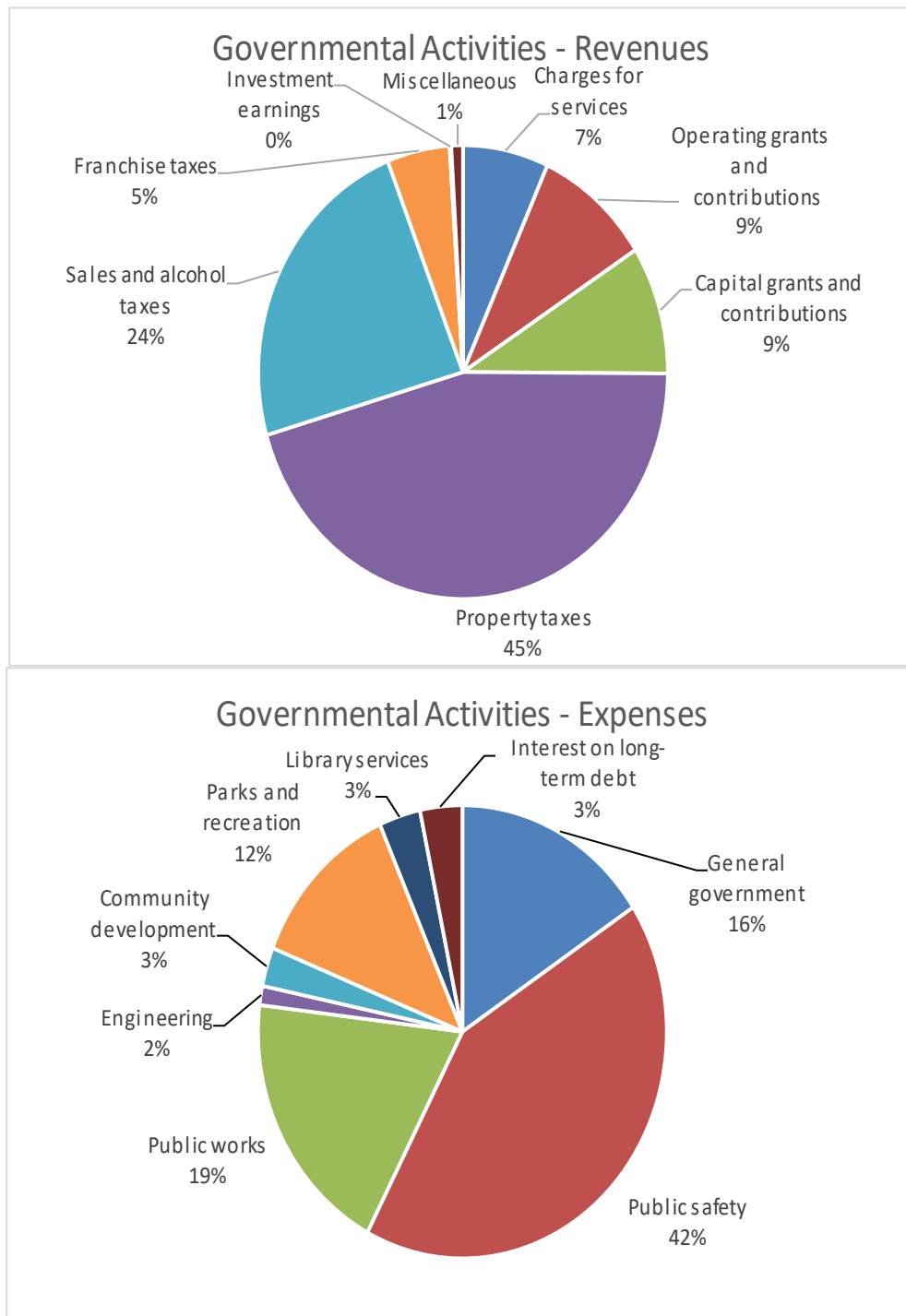
Governmental Activities

Governmental activities increased the City's net position by \$6,458,118. Key elements of this change are as follows:

- Property taxes continue to be the City's largest revenue source. Property tax revenue increased by \$432,309 primarily due to new construction within the City.
- Sales and alcohol tax revenue remained strong during fiscal year 2021, providing a 12.08% increase for the year, from \$8.8 million to \$9.9 million. This increase is primarily a result of new businesses that opened during the prior fiscal year which included several fast-food establishments.
- Operating grants and contributions increased \$444 thousand from prior year. This increase is primarily a result of the City being awarded \$2.2 million in public assistance grant funds related to Hurricane Harvey offset by \$1.9 million in Cares Act funds received in prior year.
- Capital grants and contributions increased \$3,156,283 from prior year. In the current year, the City received Community Development Block Grant Disaster Recovery funds for projects in both the Galveston and Harris County sides of the City. In addition, funds were received from FEMA as a result of Hurricane Harvey and Hazard Mitigation Grant Program funds and Flood Mitigation Assistance funds were received for the acquisition and demolition of flood-prone properties.

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

- Overall, total expenses decreased \$1.4 million from the prior year. The largest decrease of \$1.68 million was in Public Works which was primarily a result of a decrease in street improvement expenses in the current fiscal year.

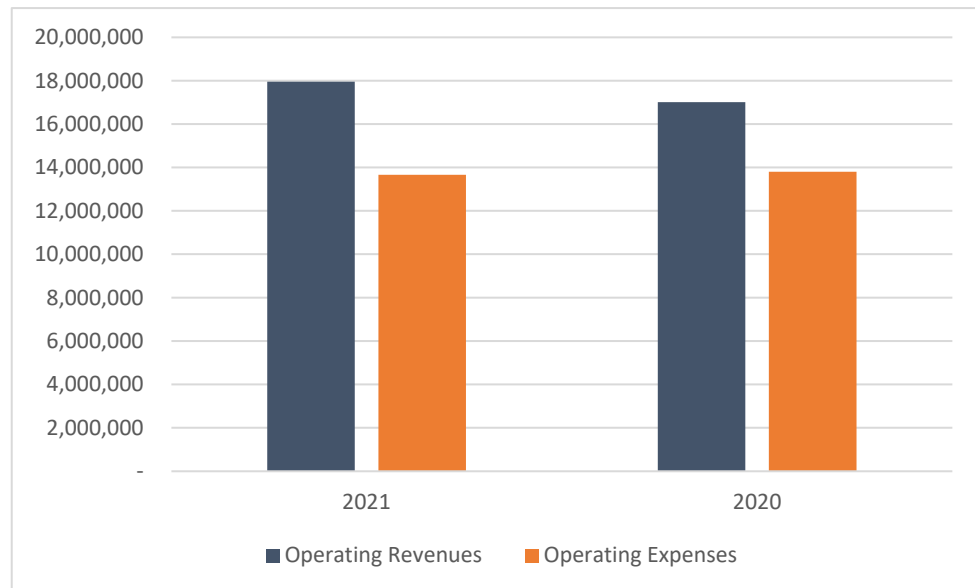


CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Business-Type Activities

Business-type activities increased the City's net position by \$2,748,632. Key elements of this change are as follows:

- Revenues increased by \$1.0 million or 5.6% resulting from an increase in utility rates. The largest increase in rates was related to sewer charges. Expenses decreased \$132 thousand which was primarily a result of management's decision not to purchase additional wastewater capacity at the Blackhawk Wastewater Treatment Facility, offset by an increase in the cost of purchased water.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

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

Governmental Funds

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

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of \$35,178,448. Approximately 33.51% of this amount or \$11,787,428 is unassigned fund balance; however, \$7.3 million is set aside for the 90-day operating reserve, as set forth in the City's financial policies.

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

The remaining \$23,391,020 is nonspendable, restricted, or assigned as follows:

1.04% - Nonspendable	
Prepaid items	\$ 355,011
Permanent fund	11,101
Total Nonspendable	<u>\$ 366,112</u>
53.17% - Restricted	
Public education and government channels	\$ 597,908
Debt service	10,608
Municipal court operations	274,538
Public safety operations	785,094
Capital projects	17,035,848
Total Restricted	<u>\$ 18,703,996</u>
12.28% - Assigned	
Subsequent year's budget appropriation of fund balance	\$ 1,798,058
Capital projects	2,522,854
Total Assigned	<u>\$ 4,320,912</u>

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, total fund balance reached \$17.2 million of which unassigned fund balance of the General Fund was \$12.0 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned and total fund balance to total fund expenditures. Unassigned fund balance represents 35.9% of total General Fund expenditures, while total fund balance represents 51.8 percent of that same amount. At year end, the City's operating reserve was \$7.3 million, representing 25% of total General Fund expenditures, excluding capital expenditures.

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

- \$1.5 million increase in total revenues – This increase is primarily related to an increase in sales tax revenue as a result of new businesses that opened during the prior fiscal year which included several fast-food establishments. Intergovernmental revenue increased \$465 thousand as a result of an increase in public assistance grants related to Hurricane Harvey offset by Cares Act funds received in prior year.
- \$3.3 million increase in total expenditures - This increase can primarily be attributed to \$1.7 million increase in capital outlay. In the current year, the City purchased a building to house the Public Works, Engineering and the Operations Division of Parks and Recreation. The total cost of the building funded by the general fund was \$2.9 million which consisted of grant funds received as a result of Hurricane Harvey, insurance proceeds and general fund balance. In addition public works expenditures increased \$680 as a result of repairs and maintenance in the streets division, public safety expenditures increased \$645 thousand as a result of increased personnel costs and parks and recreation expenditures increased \$289 thousand as a result of programs and events cancelled in prior year being reinstated.

The Coronavirus State and Local Fiscal Recovery Fund received \$5.0 million in funding, this amount is unearned revenue and will be expended in fiscal year 2022.

The fund balance of the Bond Construction Fund was \$15,212,515, an increase of \$12,331,479 compared to the prior year. The increase was a result of the issuance of debt of \$13,185,000 for capital projects, offset by the costs incurred on those projects during the fiscal year.

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

Other non-major governmental funds fund balance increased by \$2.7 million. This increase is primarily a result of a sales tax collections for the Street Improvement fund exceeding improvement cost by \$1.2 million and revenue recognition of \$1.8 million for grant funds. The Debt Service Fund had a total fund balance of \$10,608 at the end of the fiscal year, all of which is restricted for the payment of debt service. The net decrease in the Debt Service fund balance during the year was \$21,301.

Proprietary Funds

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

At the end of the year, unrestricted net position was \$ 10.0 million for the Water and Sewer Fund. The total increase in the net position of the Water and Sewer Fund was \$2,748,632. Other factors concerning the finances of this fund have already been addressed in the discussion of the City's business-type activities.

Unrestricted net position of the Internal Service Fund was \$707,399. The net position of the Internal Service Fund increased by \$366,044 resulting from lease revenue from the City's participating funds.

General Fund Budgetary Highlights

The City made revisions to the original appropriations approved by the City Council. Budgeted revenues increased by \$1,668,284 or 5.82% and expenditures were increased by \$8,149,947 or 26.53% .

Total revenues were above budget by \$1,373,121. The more significant variances are detailed below:

- \$224,757 below budget in property taxes due to protested property values being lower than anticipated.
- \$893,744 over budget in intergovernmental revenue as a result of federal funds received from FEMA for Hurricane Harvey related expenditures.
- \$568,200 over budget in sales and mixed beverage taxes as a result of new businesses that opened in previous fiscal year which included several fast-food establishments.
- \$317,524 above budget in fines and forfeitures due to increase in number of tickets written for traffic violations.
- \$124,624 below budget in permits due to a decrease in residential growth.
- \$132,649 below budget in investment earnings due to decline in interest rates as a result of the economic downturn.

Total expenditures of the General Fund were below the final expenditure budget. The more significant variances are detailed below:

- \$455,670 below budget in general government expenditures as a result of a decrease in other services and charges (legal, contract, consulting, etc.) as well as a decrease in personnel costs.
- \$340,280 below budget in public safety expenditures as a result of personnel vacancies.
- \$171,080 below budget in public works due to personnel vacancies and a decrease in streets and drainage repairs.
- \$105,194 below budget in community development as a result of a decrease in other services and decrease in personnel costs in the planning and zoning and inspections and code enforcement divisions.
- \$547,092 below budget in parks and recreation due to a decrease in repairs and maintenance as a result of maintenance projects not being completed in the fiscal year. Personnel costs were also down in all divisions.
- \$2,893,705 below budget in capital improvements due to projects either not being started or completed in the current fiscal year. These projects are primarily related to facility and streets improvements.

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

Capital Assets

The City's investment in capital assets (net of accumulated depreciation) for its governmental and business-type activities as of September 30, 2021 is \$171.3 million. The investment in capital assets include land, buildings and improvements, machinery and equipment, infrastructure, water and sewer system, water rights and construction in progress.

Major capital events during the year included the following:

- Business-type improvements include substantial completion of Lift Station #23 re-construction, (\$3,573,900), water and sewer utilities for Blackhawk Boulevard Phase II (\$407,600), and water and sewer utilities for Friendswood Lakes Boulevard (\$438,900). The City also acquired two bypass pumps with the completion of LS#23 valued at \$250,000.
- To accommodate future flood mitigation projects, the City purchased two buyout properties using grant funding for \$480,000 as well as three additional properties for \$872,000.
- Heavy equipment purchases included a dump truck and field drag machine for a total cost of \$137,633.
- The City accepted completion of Blackhawk Boulevard Phase II. The total project cost was \$5,408,915. Street construction comprised \$5,001,342 of the total cost; water and sewer related construction cost \$407,573.
- The City's \$5.5 million portion for the Imperial Estates Inline Detention Pond cost-share project was recorded as Construction in Progress at 9/30/2020. Work performed by the Galveston County Consolidated Drainage District was substantially complete (95%) and was recoded to an asset as of 9/30/2021.
- Friendswood Lakes Boulevard was completed as a cost-share project between the City of Friendswood and County of Galveston. The total project cost for the City was \$1,194,307 split between governmental activities (street construction and drainage - \$755,490) and business-type activities (water and sewer utilities - \$438,817).
- Several improvements were made to City parks including the relocation of the disc golf course to Stevenson Park for \$15,528, construction of a monument entrance sign at the Dog Park for \$27,825 and construction of a dumpster enclosure at the Sportspark for \$11,754.
- The old Food Lion grocery store was purchased for \$3.768 million to house Public Works, Engineering and Parks and Recreation departments after the old Public Works facility was flooded during Hurricane Harvey. A portion (\$788,000) of the building's acquisition price was funded with grant funds and a section of the building will be converted into an emergency shelter.
- Office renovations for City Secretary (CSO) and a portion of Administrative Services (ASO) departments were completed for \$127,900. An executive conference room was converted to a PEG channel studio for \$6,500.
- The City made some significant upgrades towards technological capabilities during the year. Some of the completed projects include: installation of fiber optic cables from and between the Library and Stevenson Park to City Hall, purchase of audio/visual equipment in Council Chambers to record and broadcast meetings/events, acquisition of new servers and equipment for City Hall, Public Safety Building, Blackhawk Building and the Library, and the purchase of new network monitoring software. The total cost for these upgrades was \$490,305.
- The City purchased 24 new vehicles. Public Safety received 17 of the new vehicles and also completed upfitting to a vehicle purchased in FY20 for a total cost of \$940,745. Public Works purchased a new vehicle with a cost of \$30,729. The Parks department purchased three vehicles for a total cost of \$125,965. Three EMS vehicles were purchased for \$143,813.
- The following major projects are in Construction in Progress at the end of fiscal year 2021: Blackhawk Emergency Shelter, Blackhawk Building Renovation, Fire Station #2, Public Safety Building, Centennial Park Wall, Utility Relocation at Clear Creek Utility Bridge, Forest Bend Detention Pond, 42" Southeast Transmission Water Line, Lift Station Mitigation Program, Sanitary Sewer Assessment – Phase V & VI, and Automated Water Meter installation

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

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Land	\$ 29,695,765	\$ 28,344,769	\$ 319,473	\$ 319,473	\$ 30,015,238	\$ 28,664,242
Buildings and improvements	23,862,519	21,644,179	338,606	358,363	24,201,125	22,002,542
Machinery and equipment	7,014,572	6,503,500	2,658,943	2,600,356	9,673,515	9,103,856
Infrastructure	46,509,824	38,014,849	36,904,531	34,251,770	83,414,355	72,266,619
Water rights	-	-	19,716,695	19,716,695	19,716,695	19,716,695
Construction in progress	1,435,585	11,336,005	2,870,307	4,958,198	4,305,892	16,294,203
	<u>\$ 108,518,265</u>	<u>\$ 105,843,302</u>	<u>\$ 62,808,555</u>	<u>\$ 62,204,855</u>	<u>\$ 171,326,820</u>	<u>\$ 168,048,157</u>

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

Debt Administration

At the end of the current fiscal year, the City had a total bonded debt, premiums and capital lease obligation of \$114.5 million.

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
General obligation bonds	\$ 46,265,000	\$ 35,390,000	\$ 20,300,000	\$ 22,380,000	\$ 66,565,000	\$ 57,770,000
Revenue bonds	-	-	37,080,000	24,325,000	37,080,000	24,325,000
Premium on bond issuance	3,544,357	2,668,822	5,666,291	3,920,243	9,210,648	6,589,065
Capital leases	1,681,709	1,861,762	-	-	1,681,709	1,861,762
	<u>\$ 51,491,066</u>	<u>\$ 39,920,584</u>	<u>\$ 63,046,291</u>	<u>\$ 50,625,243</u>	<u>\$ 114,537,357</u>	<u>\$ 90,545,827</u>

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

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

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

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

Economic Factors and Next Year's Budgets and Rates

Friendswood continues to experience moderate growth. The City's current population is estimated to be 41,916. Friendswood is expected to reach build out with an estimated population of 58,012. The City is continuing to focus on economic development initiatives, including the revitalization of downtown and a large residential and commercial development called West Ranch. The West Ranch residential development is currently under way, with commercial construction scheduled to follow as the area's residential population grows. Other residential developments are in planning phases for next fiscal year.

The City's largest single source of revenue in the General Fund continues to be ad valorem taxes. The adopted budget for fiscal year 2022 has a tax rate of \$0.487314 per \$100 taxable value. This rate consists of a maintenance and operation (M&O) tax rate of \$0.385147 and an interest and sinking (debt service) tax rate of \$0.102167. The rate was set based on a net assessed value of \$4,243,567,347. This is an increase of \$278,976,966 above certified values including supplemental rolls for tax year 2020. The City's financial management policy sets the guideline to maintain the fund balance and net position of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position from unforeseeable emergencies.

The City second largest source of revenue in the General Fund is sales tax. The City anticipates an increase in this revenue stream from the prior year and has adjusted the budget from \$7,261,012 to \$8,095,816. The franchise fees budget decreased from \$2,101,190 to \$1,925,828 and the budget for license and permits has been decreased from \$874,049 to \$823,839. If all projections are accurate, the total General Fund unassigned fund balance net of the 90 day operating requirement (\$7.3 million) is estimated to be approximately \$6.1 million at September 30, 2022.

Water revenues are budgeted at \$8,200,503 which is a decrease of \$26,986 in revenues, or 0.32 percent. Sewer revenues are budgeted at \$8,877,468 which is an increase of \$1,378,008 or 18.37 percent. Water and Sewer Fund net position, net of the 90 day operating requirement (\$2.4 million) is projected to be \$1.8 million at the end of fiscal year 2022.

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

Requests for Information

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

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

BASIC FINANCIAL STATEMENTS



CITY OF FRIENDSWOOD, TEXAS

STATEMENT OF NET POSITION

September 30, 2021

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	West Ranch Management District	Friendswood Downtown EDC
Assets					
Cash and cash equivalents	\$ 8,049,301	\$ 4,120,731	\$ 12,170,032	\$ 523,322	\$ 705,229
Investments	31,217,392	8,184,690	39,402,082	5,263,469	1,401,031
Receivables, net of allowances					
Taxes	2,725,756	-	2,725,756	19,132	125,897
Customer accounts	424,351	3,455,179	3,879,530	-	-
Other	509,927	-	509,927	-	-
Accrued interest	7,709	4,445	12,154	10	640
Due from other governments	1,248,884	-	1,248,884	-	-
Prepaid items	355,011	62,870	417,881	311	-
Working capital deposit	-	563,405	563,405	-	-
Restricted investments	-	32,497,338	32,497,338	-	-
Capital Assets:					
Non-depreciable	31,131,350	22,906,475	54,037,825	7,762,414	-
Depreciable, net	77,386,915	39,902,080	117,288,995	366,930	-
Total Capital Assets	108,518,265	62,808,555	171,326,820	8,129,344	-
Total Assets	153,056,596	111,697,213	264,753,809	13,935,588	2,232,797
Deferred Outflows of Resources					
Deferred loss on issuance of refunding bonds	61,221	651,357	712,578	300,189	-
Deferred outflow of resources for pensions	2,564,439	320,952	2,885,391	-	-
Deferred outflow of resources for OPEB	343,611	51,112	394,723	-	-
Total Deferred Outflows of Resources	2,969,271	1,023,421	3,992,692	300,189	-
Total Assets and Deferred Outflows of Resources	156,025,867	112,720,634	268,746,501	14,235,777	2,232,797
Liabilities					
Accounts payable	1,614,806	1,133,659	2,748,465	34,019	-
Accrued liabilities	887,621	96,128	983,749	-	-
Retainage payable	-	193,128	193,128	-	-
Accrued interest	124,805	188,509	313,314	280,481	-
Unearned revenue	4,991,651	264,473	5,256,124	-	-
Customer deposits	-	553,876	553,876	-	-
Due to other governments	461,922	-	461,922	-	-
Noncurrent liabilities:					
Due within one year	3,039,958	3,138,556	6,178,514	965,000	-
Due in more than one year	49,447,399	60,025,514	109,472,913	20,993,501	-
Net pension liability	8,806,296	934,333	9,740,629	-	-
Total OPEB liability	1,695,771	251,592	1,947,363	-	-
Total Liabilities	71,070,229	66,779,768	137,849,997	22,273,001	-
Deferred Inflows of Resources					
Deferred gain on issuance of refunding bonds	60,107	30,324	90,431	-	-
Deferred Inflows of resources for pensions	1,995,352	249,728	2,245,080	-	-
Deferred Inflows of resources for OPEB	281,393	44,139	325,532	-	-
Total Deferred Inflows of Resources	2,336,852	324,191	2,661,043	-	-
Net Position					
Net investment in capital assets	72,240,727	32,910,959	105,151,686	2,710,520	-
Restricted for:					
Public education and government channels	597,908	-	597,908	-	-
Debt service	-	2,514,577	2,514,577	2,114,449	-
Municipal court operations	274,538	-	274,538	-	-
Economic development	-	-	-	-	2,232,797
Public safety	785,094	-	785,094	-	-
Community development - nonexpendable	11,101	-	11,101	-	-
Capital projects	1,823,333	206,888	2,030,221	54,616	-
Unrestricted	6,886,085	9,984,251	16,870,336	(12,916,809)	-
Total Net Position	\$ 82,618,786	\$ 45,616,675	\$ 128,235,461	\$ (8,037,224)	\$ 2,232,797

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Page 1 of 2

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government				
Governmental Activities:				
General government	\$ 5,867,654	\$ 871,362	\$ 16,000	\$ -
Public safety	15,645,527	1,372,432	3,840,601	-
Public works	7,160,229	225,419	-	3,864,589
Engineering	506,959	-	-	-
Community development	1,035,202	-	-	-
Parks and recreation	4,604,943	384,489	18,265	-
Library services	1,221,740	-	-	-
Interest on long-term debt	1,244,881	-	-	-
Total Governmental Activities	37,287,135	2,853,702	3,874,866	3,864,589
Business-type Activities:				
Water and sewer	13,672,365	17,919,751	-	-
Total Business-type Activities	13,672,365	17,919,751	-	-
Total Primary Government	50,959,500	20,773,453	3,874,866	3,864,589
Component Units				
West Ranch Management District	962,888	-	-	-
Friendswood Downtown EDC	46,003	-	-	-
Total Component Units	\$ 1,008,891	\$ -	\$ -	\$ -

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Page 2 of 2

Net (Expense) Revenue and Changes in Net Position					
Functions/Programs	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	West Ranch Management District	Friendswood Downtown EDC
Primary government					
Governmental Activities:					
General government	\$ (4,980,292)	\$ -	\$ (4,980,292)	\$ -	\$ -
Public safety	(10,432,494)	-	(10,432,494)	-	-
Public works	(3,070,221)	-	(3,070,221)	-	-
Engineering	(506,959)	-	(506,959)	-	-
Community development	(1,035,202)	-	(1,035,202)	-	-
Parks and recreation	(4,202,189)	-	(4,202,189)	-	-
Library services	(1,221,740)	-	(1,221,740)	-	-
Interest on long-term debt	(1,244,881)	-	(1,244,881)	-	-
Total Governmental Activities	(26,693,978)	-	(26,693,978)	-	-
Business-type Activities:					
Water and sewer	-	4,247,386	4,247,386	-	-
Total Business-type Activities	-	4,247,386	4,247,386	-	-
Total Primary Government	(26,693,978)	4,247,386	(22,446,592)	-	-
Component Units					
West Ranch Management District				(962,888)	-
Friendswood Downtown EDC				-	(46,003)
Total Component Units				(962,888)	(46,003)
General revenues:					
Taxes:					
Property taxes	19,163,858	-	19,163,858	2,809,865	-
Franchise and other taxes	2,090,001	-	2,090,001	-	-
Sales taxes	9,915,046	-	9,915,046	-	653,729
Interest	50,805	43,099	93,904	3,878	4,282
Miscellaneous	390,533	-	390,533	-	-
Transfers	1,541,853	(1,541,853)	-	-	-
Total General Revenues and Transfers	33,152,096	(1,498,754)	31,653,342	2,813,743	658,011
Change in net position	6,458,118	2,748,632	9,206,750	1,850,855	612,008
Net Position - Beginning	76,160,668	42,868,043	119,028,711	(9,888,079)	1,620,789
Net Position - Ending	\$ 82,618,786	\$ 45,616,675	\$ 128,235,461	\$ (8,037,224)	\$ 2,232,797

CITY OF FRIENDSWOOD, TEXAS

BALANCE SHEET

September 30, 2021

	General Fund	Coronavirus State and Local Fiscal Recovery Fund	Bond Construction	Total Nonmajor Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 5,134,131	\$ 1,671,180	\$ -	\$ 1,006,638	\$ 7,811,949
Investments	9,765,853	3,320,020	15,845,109	1,814,879	30,745,861
Receivables, net of allowance:					
Taxes receivables	2,302,505	-	-	423,251	2,725,756
Customer accounts	421,637	-	-	2,714	424,351
Other receivables	506,354	-	-	3,573	509,927
Accrued interest	5,844	448	-	1,163	7,455
Due from other funds	1,783,098	-	-	-	1,783,098
Due from other governments	216,197	-	-	-	216,197
Prepaid items	355,011	-	-	1,032,687	1,387,698
Total Assets	\$ 20,490,630	\$ 4,991,648	\$ 15,845,109	\$ 4,284,905	\$ 45,612,292
Liabilities, Deferred Inflows and Fund Balances					
Liabilities:					
Accounts payable	\$ 1,365,198	\$ -	\$ 191,887	\$ 153,485	\$ 1,710,570
Accrued liabilities	772,644	-	-	943	773,587
Due to other governments	468,454	-	-	-	468,454
Customer deposits	10,000	-	-	-	10,000
Due to other funds	-	-	440,707	1,342,391	1,783,098
Unearned revenue	-	4,991,648	-	-	4,991,648
Total Liabilities	2,616,296	4,991,648	632,594	1,496,819	9,737,357
Deferred Inflows of Resources:					
Unavailable revenue	647,189	-	-	49,298	696,487
Total Deferred Inflows of resources	647,189	-	-	49,298	696,487
Fund Balances:					
Nonspendable:					
Prepaid items	355,011	-	-	-	355,011
Permanent fund	-	-	-	11,101	11,101
Restricted:					
Public education and government channels	597,908	-	-	-	597,908
Municipal court operations	-	-	-	274,538	274,538
Debt service	-	-	-	10,608	10,608
Public safety	-	-	-	785,094	785,094
Capital projects	-	-	15,212,515	1,823,333	17,035,848
Assigned:					
Subsequent year's budget appropriation of fund balance	1,798,058	-	-	-	1,798,058
Capital projects	2,522,854	-	-	-	2,522,854
Unassigned	11,953,314	-	-	(165,886)	11,787,428
Total Fund Balances	17,227,145	-	15,212,515	2,738,788	35,178,448
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 20,490,630	\$ 4,991,648	\$ 15,845,109	\$ 4,284,905	\$ 45,612,292

CITY OF FRIENDSWOOD, TEXAS
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
September 30, 2021

Total fund balance, governmental funds	\$ 35,178,448
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the fund financial statement, but are reported in the governmental activities of the Statement of Net Position.	106,518,943
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The assets and liabilities of certain internal service funds are not included in the fund financial statement, but are included in the governmental activities of the Statement of Net Position.	2,706,718
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Some liabilities are not due and payable in the current period and are not included in the fund financial statement, but are included in the governmental activities of the Statement of Net Position.

Bonds and certificates of obligation payable	(46,265,000)
Capital leases payable	(1,681,809)
Compensated absences	(996,190)
Accrued interest payable	(124,805)
Unamortized premium on bonds	(3,544,358)

Unavailable revenues in the governmental fund statements is recognized as revenue in the government-wide financial statements.	696,487
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Deferred gain on refunding	(60,107)
Deferred loss on refunding	61,221

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

Net pension liability	(8,806,296)
Total OPEB liability	(1,695,771)
Deferred outflows and inflows of resources related to the net pension liability	569,087
Deferred outflows and inflows of resources related to the total OPEB liability	<u>62,218</u>

Net Position of Governmental Activities in the Statement of Net Position	<u>\$ 82,618,786</u>
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CITY OF FRIENDSWOOD, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GOVERNMENTAL FUNDS

For the Year Ended September 30, 2021

	General Fund	Coronavirus State and Local Fiscal Recovery Fund	Bond Construction	Total Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Property taxes	\$ 15,267,421	\$ -	\$ -	\$ 3,701,687	\$ 18,969,108
Sales taxes	7,953,859	-	-	1,961,187	9,915,046
Franchise fees and other	2,090,001	-	-	-	2,090,001
Fines and forfeitures	1,117,224	-	-	101,872	1,219,096
Permits and fees	1,617,433	-	-	51,600	1,669,033
Intergovernmental	3,448,210	-	-	4,047,761	7,495,971
Investment earnings	35,951	-	2,749	9,909	48,609
Donations	55,881	-	-	209,057	264,938
Miscellaneous	124,627	-	-	-	124,627
Total Revenues	31,710,607	-	2,749	10,083,073	41,796,429
Expenditures					
Current:					
General government	5,544,348	-	-	46,900	5,591,248
Public safety	14,799,066	-	-	98,399	14,897,465
Public works	2,603,627	-	7,500	2,001,669	4,612,796
Engineering	507,933	-	-	-	507,933
Community development	1,131,498	-	-	-	1,131,498
Parks and recreation	3,715,517	-	-	-	3,715,517
Library services	1,223,726	-	-	-	1,223,726
Debt service:					
Principal	-	-	-	2,556,282	2,556,282
Interest and other charges	-	-	162,444	1,405,028	1,567,472
Capital outlay	3,752,551	-	1,763,771	1,521,168	7,037,490
Total Expenditures	33,278,266	-	1,933,715	7,629,446	42,841,427
Excess (deficiency) of revenues over (under) expenditures	(1,567,659)	-	(1,930,966)	2,453,627	(1,044,998)
Other Financing Sources (Uses)					
Issuance of refunding bonds	-	-	-	3,050,000	3,050,000
Issuance of capital-related debt	-	-	13,185,000	-	13,185,000
Issuance of capital leases	306,329	-	-	-	306,329
Premium on bond issuance	-	-	1,173,884	277,572	1,451,456
Insurance recoveries	175,351	-	-	-	175,351
Transfers in	1,541,853	-	-	210,062	1,751,915
Transfers out	(113,623)	-	(96,439)	-	(210,062)
Sale of capital assets	12,870	-	-	8,400	21,270
Payments to refunding bond escrow agent	-	-	-	(3,321,347)	(3,321,347)
Total Other Financing Sources (Uses)	1,922,780	-	14,262,445	224,687	16,409,912
Net change in fund balances	355,121	-	12,331,479	2,678,314	15,364,914
Fund Balances - Beginning	16,872,024	-	2,881,036	60,474	19,813,534
Fund Balances - Ending	\$ 17,227,145	\$ -	\$ 15,212,515	\$ 2,738,788	\$ 35,178,448

CITY OF FRIENDSWOOD, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND
BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds \$ 15,364,914

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

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

Capital outlay	7,567,544
Depreciation expense	(5,472,068)

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

(2,970)

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

Unavailable property tax revenue and other revenues	194,753
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Governmental funds report proceeds from long-term debt as current financial resources. In contrast, the Statement of Activities treats such issuance of debt as a liability. Governmental funds report repayment of long-term debt principal as an expenditure. In contrast, the Statement of Activities treats such repayments as a reduction in long-term liabilities.

Debt service principal	2,556,282
Payments to escrow agent for payment of refunded bonds	3,321,347
Proceeds from issuance of long-term debt	(16,235,000)
Proceeds from capital leases	(306,329)
Premium from issuance of long-term debt	(1,451,456)

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

Pension	458,211
OPEB	(82,140)

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

(Increase) decrease in accrued interest	(25,653)
(Increase) decrease in compensated absences	(143,601)
Amortization of deferred loss on refunding	(21,950)
Amortization of deferred gain on refunding	4,294
Amortization of premium on bonds	365,899

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

366,041

Change in Net Position of Governmental Activities

\$ 6,458,118

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2021

Page 1 of 2

	Business-Type Activities Enterprise Fund Water and Sewer	Governmental Activities Internal Service
Assets		
Current Assets		
Cash and cash equivalents	\$ 4,120,731	\$ 237,352
Investments	8,184,690	471,531
Accounts receivable, net of allowance:		
Customer accounts	3,455,179	-
Accrued interest	4,445	254
Prepays and other assets	62,870	-
Restricted investments	32,497,338	-
Total Current Assets	48,325,253	709,137
Non-current Assets		
Working capital deposit	563,405	-
Capital Assets:		
Land	319,473	-
Construction in progress	2,870,307	-
Water rights	19,716,695	-
Buildings and improvements	683,906	-
Machinery and equipment	7,725,245	4,609,925
Water and sewer systems	74,199,822	-
Accumulated depreciation	(42,706,893)	(2,610,603)
Total Capital Assets	62,808,555	1,999,322
Total Non-current Assets	63,371,960	1,999,322
Total Assets	111,697,213	2,708,459
Deferred Outflows of Resources		
Deferred loss on bond refunding	651,357	-
Deferred outflows - pension related	320,952	-
Deferred outflows - OPEB related	51,112	-
Total Deferred Outflows of Resources	1,023,421	-
Total Assets and Deferred Outflows of Resources	112,720,634	2,708,459

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2021

Page 2 of 2

	Business-Type Activities Enterprise Fund Water and Sewer	Governmental Activities Internal Service
Liabilities		
Current Liabilities		
Accounts payable	\$ 1,133,659	\$ 1,738
Accrued liabilities	94,185	-
Accrued interest	188,509	-
Unearned revenue	264,473	-
Customer deposits	555,819	-
Retainage payable	193,128	-
Compensated absences	23,556	-
Bonds and other long-term debt payable	3,115,000	-
Total Current Liabilities	5,568,329	1,738
Non-current Liabilities		
Compensated absences	94,223	-
Net Pension liability	934,333	-
Total OPEB liability	251,592	-
Bonds and other long-term debt payable	59,931,291	-
Total Non-current Liabilities	61,211,439	-
Total Liabilities	66,779,768	1,738
Deferred Inflows of Resources		
Deferred gain on issuance of refunding bonds	30,324	-
Deferred inflows - pension related	249,728	-
Deferred inflows of resources for OPEB	44,139	-
Total Deferred Inflows of Resources	324,191	-
Total Liabilities and Deferred Inflows of Resources	67,103,959	1,738
Net Position		
Net investment in capital assets	32,910,959	1,999,322
Restricted for capital projects	206,888	-
Restricted for debt service	2,514,577	-
Unrestricted	9,984,251	707,399
Total Net Position	\$ 45,616,675	\$ 2,706,721



CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2021

	Business-Type Activities Enterprise Fund	Governmental Activities
	Water and Sewer	Internal Service
Operating Revenues		
Charges for services	\$ 17,514,259	\$ 782,590
Miscellaneous	176,584	44,250
Total Operating Revenues	<u>17,690,843</u>	<u>826,840</u>
Operating Expenses		
Personnel services	2,535,062	-
Sewer operations	1,875,837	-
Water purchases	3,239,840	-
Repairs and maintenance	967,864	-
Supplies	130,066	-
Other services and charges	941,656	-
Depreciation	1,995,734	479,366
Total Operating Expenses	<u>11,686,059</u>	<u>479,366</u>
Operating income	<u>6,004,784</u>	<u>347,474</u>
Non-Operating Revenues (Expenses)		
Investment income	43,099	2,196
Gain on disposal of capital assets	-	16,374
Insurance proceeds	228,908	-
Interest expense	(1,808,120)	-
Bond Issuance Costs	(178,186)	-
Total Non-Operating Revenues (Expenses)	<u>(1,714,299)</u>	<u>18,570</u>
Income before transfers	4,290,485	366,044
Transfers out	<u>(1,541,853)</u>	<u>-</u>
Change in net position	2,748,632	366,044
Net position - Beginning	<u>42,868,043</u>	<u>2,340,677</u>
Total Net Position - Ending	<u>\$ 45,616,675</u>	<u>\$ 2,706,721</u>

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2021

Page 1 of 2

	Business-Type Activities Enterprise Fund Water and Sewer	Governmental Activities Internal Service
Cash flows from operating activities		
Cash received from customers	\$ 17,809,458	\$ -
Receipts from interfund charges for fleet management	-	826,840
Cash payments to suppliers for goods and services	(6,866,901)	1,738
Cash payments to employees for services	(2,628,118)	-
Net cash provided by operating activities	8,314,439	828,578
Cash flows from noncapital financing activities		
Transfers out to other funds	(1,541,853)	-
Net cash (used) by noncapital financing activities	(1,541,853)	-
Cash flows from capital and related financing activities		
Acquisition and construction of property, plant and equipment	(2,745,553)	(1,061,823)
Disposal of capital assets	-	16,374
Proceeds from issuance of bonds	15,838,303	-
Repayment of debt	(3,015,000)	-
Interest paid on debt	(1,777,832)	-
Net cash provided (used) by capital and related financing activities	8,299,918	(1,045,449)
Cash flows from investing activities		
Purchase of investments	166,848	320,623
Investment income	56,245	3,301
Net cash provided (used) by investing activities	223,093	323,924
Net increase (decrease) in cash and cash equivalents	15,295,597	107,053
Cash and Cash Equivalents, Beginning	21,322,472	130,299
Cash and Cash Equivalents, Ending	\$ 36,618,069	\$ 237,352
Reconciliation of Total Cash and Cash Equivalents		
Current assets - cash and cash equivalents	\$ 4,120,731	\$ 237,352
Restricted assets - cash and cash equivalents	32,497,338	-
	\$ 36,618,069	\$ 237,352

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2021

Page 2 of 2

	Business-type Activities - Enterprise Funds Water and Sewer	Governmental Activities Internal Service
Reconciliation of operating income to net cash provided (used) by operating activities:		
Operating income (loss)	\$ 6,004,784	\$ 347,474
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation	1,995,734	479,366
Change in assets, deferred inflows and outflows, and liabilities:		
Decrease (increase) in customer receivable	106,262	-
Decrease (increase) in prepaids and other assets	(10,297)	-
Decrease (increase) in deferred outflow for pensions	29,196	-
Decrease (increase) in deferred outflow for OPEB	(18,880)	-
Increase (decrease) in accounts payable	286,491	1,738
Increase (decrease) in accrued liabilities	12,168	-
Increase (decrease) in customer deposits	12,353	-
Increase (decrease) in deferred inflows for pensions	(47,408)	-
Increase (decrease) in deferred inflows for OPEB	16,684	-
Increase (decrease) in total OPEB liability	13,764	-
Increase (decrease) in net pension liability	(93,424)	-
Increase (decrease) in compensated absences	7,012	-
Total Adjustments	2,309,655	481,104
Net cash provided (used) by operating activities	\$ 8,314,439	\$ 828,578



CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies

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

A. Reporting Entity

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

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

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

The Friendswood Downtown Economic Development Corporation ("FDEDC") was incorporated August 1, 2016 as a nonprofit economic development corporation under the Development Corporation Act. The citizens of Friendswood voted to pass a one- half cent sales tax dedicated to support and enhance the welfare and prosperity of the citizens of the City and of this State by promotion of economic development and growth by encouraging the development of new business enterprises and the retention or expansion of existing business enterprises.

CITY OF FRIENDSWOOD, TEXAS

NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

A. Reporting Entity (continued)

To serve this purpose, the Corporation shall have the authority and power of a Type B corporation to undertake projects as described in Subchapter C of Chapter 501 of the Local Government Code and Chapter 505 of the Local Government Code, including undertaking projects as authorized by law, including but not limited to projects to promote new or expanded business enterprises in the downtown area as defined by the City of Friendswood Downtown District Map, including but not limited to streets, targeted infrastructure, paved sidewalks, pedestrian amenities including lighting, benches, signage, and other related public improvements, and the maintenance and operations expenses for any of the above-described projects. A separate governing board oversees FDEDC, which is appointed by Friendswood City Council, and consists of members of City Council, City's management, and individuals from the community. The City can remove appointed board members and approves the FDEDC's budget. The FDEDC is reported as a discretely presented component unit because the governing body is not identical to the governing body of the City, the FDEDC does not solely serve the City, and the City has the ability to impose its will on FDEDC. Complete financial statements of the FDEDC may be obtained by contacting FDEDC's administration office.

B. Government-Wide and Fund Financial Statements

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

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

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

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

Note 1. Summary of Significant Accounting Policies (continued)

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

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

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

The City reports the following major governmental funds:

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

The **Coronavirus State and Local Fiscal Recovery Fund** is used to account for federal funds related to the fiscal recovery of Coronavirus. Funds will be used for water and sewer infrastructure projects.

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

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

The City reports the following major enterprise fund:

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

Additionally, the City reports the following fund type:

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

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

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

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

Note 1. Summary of Significant Accounting Policies (continued)

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

Cash and Investments

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

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

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

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

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

Property Taxes

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

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

Property taxes are prorated between operations and debt service based on rates adopted for the year of the levy. For the current year, the City levied property taxes of \$0.487313 per \$100 of assessed valuation that were prorated between operations and debt service in the amounts of \$0.392152 and \$0.095161, respectively. The resulting tax levies were approximately \$15.1 and \$3.7 million for operations and debt service, respectively, based on a total taxable valuation of approximately \$3.9 billion for the 2020 tax year.

West Ranch Management District bond resolutions require that the District levy and collect an ad valorem debt service tax sufficient to pay interest and principal on bonds when due. During the year ended July 31, 2021, the District levied an ad valorem tax at the rate of \$0.2050 per \$100 of assessed valuation, which resulted in tax levy of \$1.3 million on the taxable valuation of approximately \$648.0 million for the 2020 tax year.

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

Note 1. Summary of Significant Accounting Policies (continued)

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

Interfund Receivables/Payables

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

Prepaid Items

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

Restricted Assets

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

Contract with West Ranch Management District

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

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

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

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

Note 1. Summary of Significant Accounting Policies (continued)

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

Capital Assets

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

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

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

Compensated Absences

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

Long-term Debt

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

Deferred Outflows/Inflows of Resources

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

- Deferred loss on refunding debt - A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Deferred outflows of resources for pension - Reported in the government-wide financial statement of net position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability and the results of 1) differences between projected and actual earnings on pension plan investments; 2) changes in actuarial assumptions; 3) differences between expected and actual actuarial experiences; and 4) changes in the City’s proportional share of pension liabilities. The deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The deferred outflows resulting from differences between projected and actual earnings on pension plan investments will be amortized over a closed five year period. The remaining pension related deferred outflows will be amortized over the expected remaining service lives of all employees five year period.

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

Note 1. Summary of Significant Accounting Policies (continued)

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

Deferred Outflows/Inflows of Resources (continued)

- Deferred outflows of resources for other post-employment benefits (OPEB) - Reported in the government wide financial statement of net position, these deferred outflows result from OPEB plan contributions made after the measurement date of the total OPEB liability and the results of changes in assumptions and other inputs. The deferred outflows of resources resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the next fiscal year. The other OPEB related outflow will be amortized over the expected remaining service lives of all employees (active and inactive employees) who are provided with OPEB benefits.

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

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

Pension

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

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

Note 1. Summary of Significant Accounting Policies (continued)

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

Other Post-Employment Benefits (OPEB)

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

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

Fund Balance

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

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

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

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

Assigned – includes fund balance amounts that are self-imposed by the City to be used for particular purpose. Fund balance can be assigned by the City Council or the City Manager, pursuant to the City's fund balance policy. At September 30, 2021, the City's assigned fund balance included amounts assigned for encumbrances and capital projects.

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

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

Note 1. Summary of Significant Accounting Policies (continued)

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

Fund Balance (continue)

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

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

Net Position

Government-Wide Financial Statements:

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

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

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

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

Use of Estimates

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

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

Note 1. Summary of Significant Accounting Policies (continued)

E. Implementation of New Accounting Standards

GASB No. 84 *Fiduciary Activities* was issued in January 2017 and effective for periods beginning December 15, 2019. This standard establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement will enhance consistency and comparability by (1) establishing specific criteria for identifying activities that should be reported as fiduciary activities and (2) clarifying whether and how business-type activities should report their fiduciary activities. This standard must be applied retroactively and as such beginning net position and/or fund balance have been restated. The City has evaluated the effects of this standard and has determined that implementation is not required or not material}.

GASB No. 90 *Majority Equity Interests, an amendment of GASB Statements No. 14 and No. 61* was issued in August 2018 and effective for periods beginning December 15, 2019. The primary objectives of this Statement are to improve consistency in the measurement and comparability of the financial statement presentation of majority equity interests in legally separate organizations and to improve the relevance of financial statement information for certain component units. An equity interest is a financial interest in a legally separate organization evidenced by the ownership of shares of the organization's stock or by otherwise having an explicit, measurable right to the net resources of the organization that is usually based on an investment of financial or capital resources by a government. An equity interest is explicit and measurable if the government has a present or future claim to the net resources of the entity and the method for measuring the government's share of the entity's net resources is determinable. The City has determined that this Statement does not have an effect on the financial statements as of September 30, 2021.

GASB No. 98 *The Annual Comprehensive Financial Report*. This statement was issued in October 2021 and establishes the term annual comprehensive financial report and its acronym ACFR. The new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. This statement is effective for fiscal years ending after December 31, 2021, but earlier application is encouraged. The City implemented this statement in fiscal year 2021.

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

Note 2. Cash and Investments

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

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

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

At September 30, 2021 the carrying amount of the City and Friendswood Downtown Economic Development Corporation's deposits was \$705,229 and the bank balance of \$705,229.

As of September 30, 2021 the City and Friendswood Downtown Economic Development Corporation held the following investments.

	Reported Value of Investments	Weighted Average Maturity (Days)
Investment pools:		
TexPool	\$ 6,826,992	34
Texas CLASS	60,948,163	27
Total investment pools	<u>67,775,155</u>	
Debt Securities:		
Federal Farm Credit Bonds	3,008,078	73
Federal Home Loan Bank Bonds	2,018,412	60
Federal National Mortgage Association	498,806	939
Total debt securities	<u>5,525,296</u>	
Total investments	<u><u>\$ 73,300,451</u></u>	

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

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

Note 2. Cash and Investments (continued)

The City has the following recurring fair value measurements as of September 30, 2021:

	<u>Fair Value / Amortized Cost</u>	<u>Level 1 Inputs</u>	<u>Level 2 Inputs</u>	<u>Level 3 Inputs</u>
Investment Securities:				
Federal Farm Credit Bank	\$ 3,008,078	\$ -	\$ 3,008,078	\$ -
Federal Home Loan Bank	2,018,412	-	2,018,412	-
Federal National Mortgage Assoc.	498,806	-	498,806	-
Total Investment Securities	<u>\$ 5,525,296</u>	<u>\$ -</u>	<u>\$ 5,525,296</u>	<u>\$ -</u>

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

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

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

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned. State statutes require that all deposits in financial institutions be fully collateralized by U.S. Government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. As of September 30, 2021, all of the City's cash deposits with financial institutions were collateralized with securities held by the pledging financial institution in the City's name.

Credit Risk

Credit Risk. It is the City's policy to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The City's investments as of September 30, 2021, were rated as follows:

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

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

Note 3. Receivables and Deferred Inflows of Resources

Receivables as of September 30, 2021 for the City's individual major funds and nonmajor funds in the aggregate including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Funds		Proprietary Fund	
	General	Nonmajor	Water and Sewer	Total
Receivables:				
Property taxes	\$ 226,141	\$ 43,795	\$ -	\$ 269,936
Penalties and interest	131,942	21,432	-	153,374
Sales tax	1,515,752	377,691	-	1,893,443
Franchise taxes	536,614	-	-	536,614
Customer accounts	298,868	3,450	3,734,338	4,036,656
Court fines	849,732	-	-	849,732
Other	506,354	3,573	-	509,927
Gross receivables	4,065,403	449,941	3,734,338	8,249,682
Less: allowance for uncollectibles	(834,907)	(20,403)	(279,159)	(1,134,469)
Net total receivables	\$ 3,230,496	\$ 429,538	\$ 3,455,179	\$ 7,115,213

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

	Deferred Inflows of Resources
General Fund:	
Delinquent property taxes	\$ 149,182
Property tax penalties and interest	100,990
Court fines	169,947
Grants	218,904
Miscellaneous	8,166
Total General Fund	647,189
Nonmajor funds:	
Delinquent property taxes	29,911
Property tax penalties and interest	15,631
Court fines	3,756
Total nonmajor funds	49,298
Total governmental funds	\$ 696,487

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

Note 4. Capital Assets

Capital assets activity for the primary government for the fiscal year ended September 30, 2021, is as follows:

Governmental activities	Beginning Balance	Increases	Reclassification/ Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 28,344,769	\$ 1,350,996	\$ -	\$ 29,695,765
Construction in progress	11,336,006	1,479,762	(11,380,183)	1,435,585
Total capital assets, not being depreciated	39,680,775	2,830,758	(11,380,183)	31,131,350
Capital assets, being depreciated:				
Buildings and improvements	41,833,118	3,914,626	31,033	45,778,777
Machinery and equipment	17,308,556	1,999,598	(264,624)	19,043,530
Infrastructure	93,797,056	-	11,256,832	105,053,888
Total capital assets, being depreciated	152,938,730	5,914,224	11,023,241	169,876,195
Less accumulated depreciation for:				
Buildings & improvements	(20,188,939)	(1,736,669)	9,350	(21,916,258)
Machinery and equipment	(10,805,057)	(1,452,908)	229,007	(12,028,958)
Infrastructure	(55,782,207)	(2,761,857)	-	(58,544,064)
Total accumulated depreciation	(86,776,203)	(5,951,434)	238,357	(92,489,280)
Total capital assets - being depreciated	66,162,527	(37,210)	11,261,598	77,386,915
Governmental capital assets, net	\$ 105,843,302	\$ 2,793,548	\$ (118,585)	\$ 108,518,265

Business-type activities	Beginning Balance	Increases	Reclassification/ Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 319,473	\$ -	\$ -	\$ 319,473
Water rights	19,716,695	-	-	19,716,695
Construction in progress	4,958,198	2,582,386	(4,670,277)	2,870,307
Total capital assets, not being depreciated	24,994,366	2,582,386	(4,670,277)	22,906,475
Capital assets, being depreciated:				
Buildings and improvements	683,906	-	-	683,906
Machinery and equipment	7,494,793	267,198	(36,746)	7,725,245
Water and sewer system	69,779,545	-	4,420,277	74,199,822
Total capital assets, being depreciated	77,958,244	267,198	4,383,531	82,608,973
Less accumulated depreciation for:				
Buildings and improvements	(325,543)	(19,757)	-	(345,300)
Machinery and equipment	(4,894,437)	(208,461)	36,596	(5,066,302)
Water and sewer system	(35,527,775)	(1,767,516)	-	(37,295,291)
Total accumulated depreciation	(40,747,755)	(1,995,734)	36,596	(42,706,893)
Total capital assets - being depreciated	37,210,489	(1,728,536)	4,420,127	39,902,080
Business-type capital assets, net	\$ 62,204,855	\$ 853,850	\$ (250,150)	\$ 62,808,555

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

Note 4. Capital Assets (continued)

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

Component Unit	Beginning Balance	Increases	Reclassification/ Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 7,758,982	\$ 3,432	\$ -	\$ 7,762,414
Total capital assets, not being depreciated	7,758,982	3,432	-	7,762,414
Capital assets, being depreciated:				
Water production and distribution facilities	483,467	-	-	483,467
Total capital assets, being depreciated	483,467	-	-	483,467
Less accumulated depreciation for:				
Water production and distribution facilities	(105,792)	(10,745)	-	(116,537)
Total accumulated depreciation	(105,792)	(10,745)	-	(116,537)
Total capital assets - being depreciated	377,675	(10,745)	-	366,930
Component Unit capital assets, net	\$ 8,136,657	\$ (7,313)	\$ -	\$ 8,129,344

Depreciation

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

	Depreciation Expense
Primary government	
Governmental activities:	
General government	\$ 323,221
Public safety	1,176,723
Public works	3,041,987
Community development	6,891
Parks and recreation	923,246
Capital assets held by the City's internal service fund are charged to the various functions based on their usage	479,366
Total Governmental activities	5,951,434
Business-type activities:	
Water and sewer	1,995,734
Total Business-type activities:	1,995,734
Total primary government	\$ 7,947,168

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

Note 4. Capital Assets (continued)

Construction commitments

The City has active construction projects as of September 30, 2021. At year end, the City's commitments with contractors were as follows:

Projects	Construction Commitment	Construction in Progress	Remaining Commitment
Governmental funds:			
Parks Master Plan	\$ 146,200	\$ 88,200	\$ 58,000
Blackhawk Emergency Shelter	36,475	2,042	34,433
Blackhawk Building Renovation	250,190	15,178	235,012
Fire Station #2	536,314	375,862	160,452
Public Safety Building	533,867	387,139	146,728
Centennial Wall	420,089	3,900	416,189
Utility Relocation at Clear Creek Utility Bridge	212,500	195,850	16,650
Forest Bend Detention Pond	435,048	367,414	67,634
	<u>2,570,683</u>	<u>1,435,585</u>	<u>1,135,098</u>
Enterprise funds:			
42" SE Transmission Water Line Phase I & II	2,241,632	2,241,632	-
Lift Station Mitigation Program (ON HOLD)	677,939	170,154	507,785
Sanitary Sewer Assessment - Phase V & VI	219,499	188,662	30,837
Automated Water Meters	8,995,300	269,859	8,725,441
	<u>12,134,370</u>	<u>2,870,307</u>	<u>9,264,063</u>
Total Commitments	<u>\$ 14,705,053</u>	<u>\$ 4,305,892</u>	<u>\$ 10,399,161</u>

The remaining commitment amounts were encumbered at year end. The encumbrances and related appropriation lapse at the end of the fiscal year, but they are re-appropriated and become a part of the subsequent year's budget because performance under the executory contract is expected in the next year. At year end, the amount of significant encumbrances expected to be honored upon performance by the vendors in the next year were \$1,798,058 for General Fund.

Note 5. Long-term Debt

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

Federal Arbitrage

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

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

Note 5. Long-term Debt (continued)

Bonds Payable and Certificates of Obligation

The following schedule summarizes the terms of the City's general obligation bonds, combination tax and revenue bonds, and certificates of obligation outstanding and their corresponding allocations to the governmental and business-type activities at September 30, 2021:

General Obligation Bonds:	Original Issue Amount	Final Maturity	Interest Rates	Governmental Activities	Business-Type Activities
2014 General Obligation Refunding	\$ 8,805,000	2028	2.0% - 4.0%	\$ 1,990,000	\$ 5,785,000
2015 General Obligation Refunding	9,595,000	2030	2.0% - 3.0%	6,940,000	-
2016 General Obligation Permanent Improvement and Refunding	19,095,000	2031	2.0% - 5.0%	6,760,000	6,835,000
2016A General Obligation Refunding	9,765,000	2034	2.0% - 4.0%	-	7,680,000
2017 General Obligation Bonds	5,605,000	2031	2.0% - 4.0%	4,695,000	-
2020 General Obligation and Refunding Bonds	10,465,000	2050	2.0% - 4.0%	9,645,000	-
2021 General Obligation and Refunding Bonds	16,235,000	2051	2.375% - 4.0%	16,235,000	-
Total general obligation bonds				46,265,000	20,300,000
Revenue Bonds:					
2016 Waterworks and Sewer System	5,735,000	2036	2.0% - 4.0%	-	4,590,000
2018 Waterworks and Sewer System	20,170,000	2038	4.0% - 5.0%	-	18,800,000
2021 Waterworks and Sewer System	13,690,000	2041	3.0% - 4.0%	-	13,690,000
Total revenue bonds				-	37,080,000
Total				\$ 46,265,000	\$ 57,380,000

Annual debt service requirements for the City's bonds and revenue bonds are as follows:

Fiscal Year	Governmental Activities		Business-type Activities		Total
	Principal	Interest	Principal	Interest	
2022	\$ 2,315,000	\$ 1,588,982	\$ 3,115,000	\$ 2,208,425	\$ 9,227,407
2023	2,400,000	1,508,907	3,225,000	2,096,600	9,230,507
2024	2,485,000	1,424,207	3,345,000	1,973,275	9,227,482
2025	2,575,000	1,333,470	3,485,000	1,837,125	9,230,595
2026	2,670,000	1,239,670	3,685,000	1,687,950	9,282,620
2027-2031	15,275,000	4,485,221	19,120,000	5,882,125	44,762,346
2032-2036	5,490,000	2,275,605	14,110,000	2,504,800	24,380,405
2037-2041	5,175,000	1,398,755	7,295,000	451,700	14,320,455
2042-2046	3,845,000	772,255	-	-	4,617,255
2047-2051	4,035,000	244,572	-	-	4,279,572
	\$ 46,265,000	\$ 16,271,644	\$ 57,380,000	\$ 18,642,000	\$ 138,558,644

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

Note 5. Long-term Debt (continued)

Bonds Payable and Certificates of Obligation (continued)

Changes in the City's long-term liability activity for the year ended September 30, 2021, are as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Primary Government					
Governmental activities:					
General obligation bonds	\$ 35,390,000	\$ 16,235,000	\$ (5,360,000)	\$ 46,265,000	\$ 2,315,000
Premium on bond issuance	2,668,822	1,451,455	(575,919)	3,544,358	-
Capital lease	1,861,762	306,229	(486,182)	1,681,809	525,720
Compensated absences	852,589	1,015,759	(872,158)	996,190	199,238
Governmental activity					
Long-term liabilities	<u>\$ 40,773,173</u>	<u>\$ 19,008,443</u>	<u>\$ (7,294,259)</u>	<u>\$ 52,487,357</u>	<u>\$ 3,039,958</u>
	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Business-type activities:					
Revenue bonds	24,325,000	\$ 13,690,000	\$ (935,000)	\$ 37,080,000	\$ 1,450,000
General obligation bonds	22,380,000	-	(2,080,000)	20,300,000	1,665,000
Premium on bond issuance	3,920,243	2,148,303	(402,255)	5,666,291	-
Compensated absences	110,767	110,126	(103,114)	117,779	23,556
Business-type activity					
Long-term liabilities	<u>\$ 50,736,010</u>	<u>\$ 15,948,429</u>	<u>\$ (3,520,369)</u>	<u>\$ 63,164,070</u>	<u>\$ 3,138,556</u>
Total Primary government	<u>\$ 91,509,183</u>	<u>\$ 34,956,872</u>	<u>\$ (10,814,628)</u>	<u>\$ 115,651,427</u>	<u>\$ 6,178,514</u>

The City issued General Obligation Improvement and Refunding Bonds, Series 2021 in June 2021 in the amount of \$16,235,000. The bonds bear interest from 3.00 percent to 4.00 percent and are due in annual installments ranging from \$185,000 to \$1,010,000 through September 2051. Proceeds of the bonds will be used to make certain drainage improvements, expand the public safety building, construct new fire station and training field, refunding certain outstanding obligations and to pay the costs of issuance of the bonds. City will deposit certain proceeds of the sale of the bonds with the paying agent, such funds will be held by the paying agent and will be irrevocably pledged to the payment of principal of the refunded obligations to provide for future debt service on \$3,290,000 of the General Obligation Refunding Bonds, Series 2012. As a result, the refunded bonds are considered to be defeased and the related liability for the bonds has been removed from the City's liabilities. The net carrying amount exceeded the reacquisition price of the old debt by \$210,021, which is also known as refunding deferred charge (gain). This amount is being netted against the new debt and amortized over the life of the new debt, which was equal or shorter than the refunded debt. This resulted in an economic gain (difference between present values of the old and new debt service payment) of \$213,107.

The Water and Sewer System Revenue Bonds, Series 2021 were issued in February 2021 in the amount of \$13,690,000. The bonds bear interest from 3.0 percent to 4.0 percent and are due in annual installments ranging from \$470,000 to \$915,000 through March 2041. Proceeds of the bonds will be used to make certain System extensions and improvements, to fund a deposit to the Reserve Fund and to pay the costs of issuance of the bonds.

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

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

Note 5. Long-term Debt (continued)

West Ranch Management District

The following schedule summarizes the terms of the West Ranch Management District's general obligation bonds at July 31, 2021:

General Obligation Bonds:	Amounts Outstanding	Interest Rates	Range of Maturities	Callable Date *
Series 2010	\$ 160,000	4.20%	2021-2022	September 1, 2021
Road Series 2010A	90,000	4.20% - 4.35%	2021-2022	September 1, 2021
Road Series 2013	755,000	2.00% - 3.00%	2021-2028	September 1, 2021
Series 2013	1,105,000	3.00% - 5.00%	2021-2040	September 1, 2021
Road Series 2014	1,910,000	2.00% - 3.75%	2021-2040	September 1, 2022
Series 2015	4,270,000	1.30% - 4.125%	2021-2030	September 1, 2023
Series 2016	2,080,000	3.00% - 4.00%	2031-2040	September 1, 2024
Refunding Series 2016	790,000	2.00% - 4.00%	2021-2026	September 1, 2024
Series 2020	9,040,000	2.00% - 4.00%	2021-2040	September 1, 2025
Refunding Series 2016	1,550,000	2.00% - 4.00%	2021-2040	September 1, 2025
Total general obligation bonds	<u>\$ 21,750,000</u>			

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

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

Fiscal Year	Principal	Interest	Total
2022	\$ 965,000	\$ 657,354	\$ 1,622,354
2023	995,000	625,525	1,620,525
2024	1,025,000	592,441	1,617,441
2025	1,065,000	555,713	1,620,713
2026	1,110,000	2,191,730	3,301,730
2027-2031	6,010,000	1,346,044	7,356,044
2032-2036	4,920,000	609,966	5,529,966
2037-2041	5,660,000	18,509	5,678,509
	<u>\$ 21,750,000</u>	<u>\$ 6,597,282</u>	<u>\$ 28,347,282</u>

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

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

Note 5. Long-term Debt (continued)

West Ranch Management District (continued)

Changes in the discretely presented component units' long-term liabilities for the year end July 31, 2021, are as follows:

West Ranch Management District	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Component Unit					
General obligation bonds	\$ 22,600,000	\$ -	\$ (850,000)	\$ 21,750,000	\$ 965,000
Discount on bonds	(296,793)	-	19,064	(277,729)	-
Premium on bonds	85,598	-	(8,968)	76,630	-
Developer advances	40,000	-	-	40,000	-
Due to developer	369,600	-	-	369,600	-
Total	\$ 22,798,405	\$ -	\$ (839,904)	\$ 21,958,501	\$ 965,000

At July 31, 2021, the District had \$3,775,000 of unlimited tax bonds and recreational facilities' bonds authorized, but unissued, for the purposes of acquiring, constructing and improving recreational facilities, transportation, education, and the water, sanitary sewer and drainage systems within the District.

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

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

Defeasance of Bonds

The City defeased certain bonds by placing the proceeds of new bonds in an irrevocable trust to provide future debt service payments on the old bonds. Accordingly, the trust account assets and liabilities for the defeased bonds are not included in the City's financial statements. On September 30, 2021, the City has no bonds considered defeased that were outstanding.

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

Note 5. Long-term Debt (continued)

Capital Leases

During the current fiscal year, the City entered into a three-year lease agreement as lessee for the acquisition and use information technology equipment. An initial lease liability was recorded in the amount of \$306,229 during the current fiscal year. The City is required to make annual principal and interest payments of \$106,262. The lease has an interest rate of 2.08%.

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

Asset	Governmental Activities
Machinery and equipment	\$ 3,037,647
Less: accumulated depreciation	(792,070)
Total	<u>\$ 2,245,577</u>

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

Fiscal Year	Amount
2022	\$ 558,630
2023	454,449
2024	454,449
2025	120,739
2026	89,789
2027	89,789
Minimum lease payments	<u>1,767,845</u>
Less amount representing interest	(86,136)
Total	<u>\$ 1,681,709</u>

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

Note 5. Long-term Debt (continued)

Pledged Revenues

On February 1, 2016, the City issued \$5,735,000 in Waterworks and Sewer System Revenue Bonds, Series 2016 and on December 3, 2018 issued \$20,170,000 in Waterworks and Sewer System Revenue Bonds, Series 2018 and on February 4, 2021 issued \$13,690,000 in Water and Sewer System Revenue Bonds, Series 2021. These bonds represent special obligations of the City and are payable solely from a first lien on and pledge of the net revenues of the City's waterworks and sanitary sewer system. The proceeds of the bonds were and are to be used to finance sanitary sewer and waterworks system extensions and improvements. The outstanding revenue bonds have a final maturity of March 1, 2036 for the 2016 bonds, March 1, 2038 for the 2018 bonds and March 1, 2041 for the 2021 bonds. The City will commit revenues each year the bonds are outstanding. At September 30, 2021, the remaining principal on the series 2016, 2018 and 2021 bonds was \$4,590,000, \$18,800,000 and \$13,650,000, respectively. Principal and interest payments for the fiscal year were \$935,000 and \$1,285,705, respectively. Net pledged revenue in 2021 produced 391 percent of the current debt service requirement.

Note 6. Interfund Balances and Transfers

Due to/from Other Funds

The City had interfund receivable or payable balances at September 30, 2021 is as follows:

Due from other funds	Due to other funds	Amount	Purpose
General Fund	Bond Construction Fund	\$ 440,707	Expenditures funded by General Fund pending reimbursement.
General Fund	Nonmajor governmental funds	1,342,391	Expenditures funded by General Fund pending grant reimbursement.
	Total	<u>\$ 1,783,098</u>	

Interfund Transfers

The composition of interfund transfers for the year ended September 30, 2021, is as follows:

Transfer In	Transfer Out	Amount	Purpose
General Fund	Water and Sewer	\$ 1,541,853	Budgeted annual transfer for indirect water and sewer costs by the General Fund
Nonmajor governmental funds	Bond Construction Fund	96,439	2020 Bond funds and close out of 2015 Bond Construction Fund
Nonmajor governmental funds	General Fund	113,623	Funds for HMGP Acquisition & Demolition Project and CDBG - DR Galveston County
		<u>\$ 1,751,915</u>	

Note 7. Employee Retirement System

Texas Municipal Retirement System

Plan Description and Provisions

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

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

Benefits Provided

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

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

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

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

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

Note 7. Employee Retirement System (continued)

Employees covered by benefit terms

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	136
Inactive employees entitled to but not yet receiving benefits	128
Active employees	<u>218</u>
Total	<u>482</u>

Contributions

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

Employees for the City were required to contribute 7.0% of their annual gross earnings during the fiscal year. The contribution rates for the City were 15.84% and 16.55% in calendar years 2020 and 2021, respectively. The City's contributions to TMRS for the year ended September 30, 2021, were \$2,721,688 and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2020, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Actuarial cost method:	Entry age normal
Amortization method:	Level percentage of payroll, closed
Remaining amortization period:	25 years
Asset valuation method:	10 year smoothed market; 12% soft corridor
Inflation:	2.50%
Salary increases:	3.50% to 11.50% including inflation
Investment rate of return:	6.75%

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

Note 7. Employee Retirement System (continued)

Actuarial Assumptions (continued)

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

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

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

	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	30.0%	5.30%
Core Fixed Income	10.0%	1.25%
Non-Core Fixed Income	20.0%	4.14%
Real Return	10.0%	3.85%
Real Estate	10.0%	4.00%
Absolute Return	10.0%	3.48%
Private Equity	10.0%	7.75%
Total	100.0%	

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

Note 7. Employee Retirement System (continued)

Discount Rate

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

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension	Plan Fiduciary Net	Net Pension
	Liability	Position	Liability
Balance at 12/31/2019	\$ 85,826,200	\$ 75,245,684	\$ 10,580,516
Changes for the year:			
Service Cost	2,979,569	-	2,979,569
Interest (on the Total Pension Liability)	5,780,980	-	5,780,980
Difference between expected and actual experience	(146,825)	-	(146,825)
Changes of assumptions	-	-	-
Benefit payments, including refunds of employee contributions	(3,343,679)	(3,343,679)	-
Contributions – employer	-	2,620,564	(2,620,564)
Contributions – employee	-	1,158,078	(1,158,078)
Net investment income	-	5,713,369	(5,713,369)
Administrative Expense	-	(36,958)	36,958
Other	-	(1,442)	1,442
Balance at 12/31/2020	<u>\$ 91,096,245</u>	<u>\$ 81,355,616</u>	<u>\$ 9,740,629</u>

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

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

	1% Decrease in Discount Rate (5.75%)	Current Single Rate Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 22,715,813	\$ 9,740,629	\$ (903,647)

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

Note 7. Employee Retirement System (continued)

Pension Plan Fiduciary Net Position

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

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

For the year ended September 30, 2021, the City recognized a pension expense of \$2,151,840.

At September 30, 2021, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference in expected and actual economic experience	\$ 668,780	\$ (125,365)
Changes in actuarial assumptions	213,121	-
Difference between projected and actual investment earnings	-	(2,119,715)
Contributions subsequent to the measurement date	<u>2,003,490</u>	<u>-</u>
Total	<u><u>\$ 2,885,391</u></u>	<u><u>\$ (2,245,080)</u></u>

The \$2,003,490 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

	Net Deferred Outflows (Inflows) of Resources
2022	\$ (478,340)
2023	360,940
2024	(1,101,745)
2025	<u>(144,034)</u>
Total	<u><u>\$ (1,363,179)</u></u>

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

Note 8. Post Employee Benefits Other Than Pensions

TMRS Supplemental Death Benefits Fund

Benefit Plan Description

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

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

Membership in the plan as of the measurement date of December 31, 2020 was as follows:

Inactive employees currently receiving benefits	92
Inactive employees entitled to but not yet receiving benefits	32
Active employees	<u>218</u>
Total	<u>342</u>

Contributions

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

Discount Rate

The TMRS SDBF program is treated as unfunded OPEB plan because the SDBF trust covers both active employees and retirees and the assets are not segregated for these groups. Under GASB Statement No. 75, the discount rate for an unfunded OPEB plan should be based on 20-year tax-exempt AA or higher Municipal Bonds. Therefore, a discount rate of 2.00% based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

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

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

TMRS Supplemental Death Benefits Fund (continued)

Actuarial Assumptions

The City’s total OPEB liability was measured at December 31, 2020 and was determined by an actuarial valuation as of that date using the following actuarial assumptions:

Valuation Date: December 31, 2020

Methods and Assumptions:

Inflation:	2.50%
Salary Increases:	3.50% to 11.50%, including inflation
Discount rate *:	2.00%
Retirees’ share of benefit related costs:	\$0
Administrative expenses:	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates – service retirees:	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates – disabled retirees:	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

*The discount rate was based on the Fidelity Index’s “20-Year Municipal GO AA Index” rate as of December 31, 2020.

Note: The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

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

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

TMRS Supplemental Death Benefits Fund (continued)

Actuarial Assumptions (continued)

Changes in the Total OPEB Liability

Service cost	\$	36,397
Interest		20,150
Changes of benefit terms		-
Difference between expected and actual experience		(48,181)
Changes of assumptions		115,737
Benefit payments		(4,963)
Net change in total OPEB liability		119,140
Total OPEB liability - beginning		717,014
Total OPEB liability - ending	\$	836,154

Ending total OPEB liability is \$836,154 as of December 31, 2020. Changes of assumptions reflect a change in the discount rate from 3.75% as of December 31, 2019 to 2.00% as of December 31, 2020.

Sensitivity Analysis

The following presents the total OPEB liability of the employer, calculated using the discount rate of 2.00%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (1.00%) or 1 percentage point higher (3.00%) than the current rate. Note that the healthcare cost trend rate does not affect the total OPEB liability, so sensitivity to the healthcare cost trend rate is not shown.

	1% Decrease to 1.00%	Current Discount Rate Assumption 2.00%	1% Increase to 3.00%
\$	1,033,308	\$ 836,154	\$ 686,512

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

For the year ended September 30, 2021, the City recognized OPEB expense of \$76,408 related to the TMRS Supplemental Death Benefit Fund and OPEB expense of \$82,601 related to the City's retiree healthcare plan for total OPEB expense of \$159,009. As of September 30, 2021, the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ (85,450)
Changes in assumptions and other inputs	172,902	-
Contributions made subsequent to the measurement date	3,632	-
Total	\$ 176,534	\$ (85,450)

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

TMRS Supplemental Death Benefits Fund (continued)

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

The \$3,632 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to OPEB, excluding contributions subsequent to the measurement date, will be recognized in OPEB expenses as follows:

	Net Deferred Outflows (Inflows) of Resources
2022	\$ 19,861
2023	19,861
2024	14,415
2025	17,570
2026	13,457
Thereafter	2,288
Total	<u>\$ 87,452</u>

Retiree Health Care Plan (RHCP)

Plan Description

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

Benefits provided

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

Employees covered by benefit terms. At December 31, 2020, the following employees were covered by the benefit terms:

Retirees and beneficiaries	7
Inactive, nonretired members	0
Active members	<u>204</u>
Total	<u>211</u>

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

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

Retiree Health Care Plan (RHCP) (continued)

Total OPEB Liability

The City’s total OPEB liability of \$1,111,209 was measured as of December 31, 2020, and was determined by an actuarial valuation as of December 31, 2020.

Actuarial assumptions and methods

The total OPEB liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

<i>Valuation Date:</i>	December 31, 2020
<i>Methods and Assumptions:</i>	
Actuarial Cost Method:	Individual Entry-Age Normal
Discount Rate:	2.00% as of December 31, 2020
Inflation:	2.50%
Salary Increases:	3.50% to 11.50%, including inflation
Demographic Assumptions:	Based on the experience study covering the four year period ending December 31, 2018 as conducted for the Texas Municipal Retirement System (TMRS)
Mortality:	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rate are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables published through 2019 to account for future mortality improvements.
Health Care Trend Rates:	Initial rate of 6.80% declining to an ultimate rate of 4.25% after 12 years.
Participation Rates:	It was assumed 20% of employees retiring at the age of 50 or over would choose to receive retiree health care coverage through the City. Employees retiring before the age of 50 were not assumed to elect coverage.
<i>Other Information:</i>	
Notes:	The discount rate changed from 2.75% as of December 31, 2019 to 2.00% as of December 31, 2020.

Discount Rate

For plans that do not have formal assets, the discount rate should equal the tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. For the purpose of this valuation, the municipal bond rate is 2.00% (based on the daily rate closest to but not later than the measurement date of the Fidelity “20-Year Municipal GO AA Index”). The discount rate was 2.75% as of the prior measurement date.

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

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

Retiree Health Care Plan (RHCP) (continued)

Plan Assets

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

Changes in the Total OPEB Liability

Service cost	\$	60,972
Interest		30,484
Changes of benefit terms		-
Difference between expected and actual experience		(104,038)
Changes of assumptions		75,401
Benefit payments		(59,267)
Net change in total OPEB liability		3,552
Total OPEB liability - beginning		1,107,657
Total OPEB liability - ending	\$	<u>1,111,209</u>

The ending Total OPEB Liability was \$1,111,209 as of December 31, 2020.

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

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

	Current Discount Rate		
	Assumption		
<u>1% Decrease to 1.00%</u>	<u>2.00%</u>	<u>1% Increase to</u>	<u>3.00%</u>
\$ 1,219,905	\$ 1,111,209	\$ 1,011,662	

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

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

	Current Healthcare		
	Cost Trend Rate		
<u>1% Decrease</u>	<u>Assumption</u>	<u>1% Increase</u>	
\$ 984,806	\$ 1,111,209	\$ 1,261,976	

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

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

Retiree Health Care Plan (RHCP) (continued)

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

For the year ended September 30, 2021, the City recognized OPEB expense of \$82,601 related to the City's retiree healthcare plan and OPEB expense of \$76,408 related to the TMRS Supplemental Death Benefit Fund for a total OPEB expense of \$159,009. At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 9,619	\$ (240,082)
Changes assumptions	171,452	-
Contributions subsequent to the measurement date	37,118	-
Total	<u>\$ 218,189</u>	<u>\$ (240,082)</u>

The \$37,118 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to OPEB, excluding contributions subsequent to the measurement date, will be recognized in OPEB expenses as follows:

<u>Fiscal Year</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2022	\$ (8,855)
2023	(8,855)
2024	(8,855)
2025	(8,855)
2026	(8,855)
Thereafter	(14,736)
Total	<u>\$ (59,011)</u>

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

Note 9. Commitments and Contingencies

Southeast Water Purification Plant

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

The City began receiving water from the plant on October 15, 1990. The City is billed on a monthly basis for the actual gallons of water received times the City's pro rata share of actual costs. At the end of each quarter, the City of Houston computes the total operation and maintenance expenses for the quarter just ended, recalculates the cost per one thousand gallons, and adjusts previous billings on the next invoice.

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

Blackhawk Regional Wastewater Treatment Facility

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

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

Federal and State Programs

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

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City's risk management program encompasses obtaining property and liability insurance through Texas Municipal League (TML), an Intergovernmental Risk Pool. The City has not had any significant reduction in insurance coverage and the amounts of insurance settlements have not exceeded insurance coverage for any of the last three years. The participation of the City in TML is limited to payment of premiums. During the year ended September 30, 2021, the City paid premiums to TML for provision of various liability, property and casualty insurance. The City has various deductible amounts ranging from \$500 to \$5,000 on various policies.

CITY OF FRIENDSWOOD, TEXAS

NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 9. Commitments and Contingencies (continued)

The City also provides workers' compensation insurance on its employees through TML. Workers' compensation is subject to change when audited by TML. At year-end, September 30, 2021, the City believed the amounts paid on workers' compensation would not change significantly from the amounts recorded.

During the year ended September 30, 2021, employees of the City were covered by a health and dental insurance plan. The City pays 90% of the monthly premium of employees choosing individual coverage only. The City pays 70% of the monthly premium for employees choosing to cover themselves and their dependents.

Note 10 – Deficit Fund Balance

As of September 30, 2021, the CDBG – DR Harris County Special Revenue fund had a fund balance deficit of \$165,866. The City plans to record revenue in the future to cover the deficits for the fund.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF FRIENDSWOOD, TEXAS

Page 1 of 8

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)
GENERAL FUND
For the Year Ended September 30, 2021**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Revenues				
Property taxes	\$ 15,883,312	\$ 15,492,178	\$ 15,267,421	\$ (224,757)
Sales and alcohol taxes	7,319,052	7,385,659	7,953,859	568,200
Franchise taxes	2,101,190	2,101,190	2,090,001	(11,189)
Fines and forfeitures	799,700	799,700	1,117,224	317,524
Permits and fees	1,742,057	1,742,057	1,617,433	(124,624)
Intergovernmental	606,603	2,554,466	3,448,210	893,744
Investment earnings	168,600	168,600	35,951	(132,649)
Donations	17,750	62,400	55,881	(6,519)
Miscellaneous	30,938	31,236	124,627	93,391
Total Revenues	28,669,202	30,337,486	31,710,607	1,373,121
Expenditures				
General Government:				
Mayor and Council - Governing Body:				
Supplies and maintenance	8,750	17,513	14,444	3,069
Other services and charges	84,850	63,259	43,892	19,367
Total Governing Body	93,600	80,772	58,336	22,436
Mayor and Council - City Attorney:				
Personnel services	264,642	264,642	249,817	14,825
Supplies	450	186	-	186
Other services and charges	21,270	10,756	5,449	5,307
Total City Attorney	286,362	275,584	255,266	20,318
City Manager - Administration:				
Personnel services	830,719	820,719	791,856	28,863
Supplies	21,780	24,393	12,844	11,549
Other services and charges	39,100	53,250	31,548	21,702
Total Administration	891,599	898,362	836,248	62,114
City Manager - Economic Development:				
Personnel services	186,251	-	-	-
Supplies	5,000	5,000	1,452	3,548
Other services and charges	59,820	156,197	129,006	27,191
Total Economic Development	251,071	161,197	130,458	30,739
City Secretary - Municipal Clerk:				
Personnel services	352,911	352,911	339,568	13,343
Supplies	5,740	22,368	20,928	1,440
Other services and charges	18,470	15,483	15,218	265
Total Municipal Clerk	377,121	390,762	375,714	15,048

CITY OF FRIENDSWOOD, TEXAS

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

For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Final budget -
	Original	Final	Amounts	Positive (Negative)
Expenditures (continued)				
General Government (continued):				
City Secretary - Election Services:				
Supplies	\$ 1,128	\$ 776	\$ 608	\$ 168
Other services and charges	38,920	67,555	67,543	12
Total Election Services	40,048	68,331	68,151	180
City Secretary - Records Management:				
Personnel services	84,149	83,649	64,892	18,757
Supplies	970	686	627	59
Other services and charges	22,890	17,070	16,525	545
Total Records Management	108,009	101,405	82,044	19,361
Administrative Services - Finance:				
Personnel services	1,052,856	995,719	993,696	2,023
Supplies	9,050	24,796	23,236	1,560
Other services and charges	117,145	94,430	79,469	14,961
Total Finance	1,179,051	1,114,945	1,096,401	18,544
Administrative Services - Other Admin:				
Other services and charges	167,895	167,929	163,449	4,480
Total Other Admin	167,895	167,929	163,449	4,480
Administrative Services - Municipal Court:				
Personnel services	406,795	406,795	400,646	6,149
Supplies	5,780	5,780	5,000	780
Other services and charges	28,715	27,296	27,986	(690)
Total Municipal Court	441,290	439,871	433,632	6,239
Human Resources - Administration:				
Personnel services	410,319	410,319	385,350	24,969
Supplies	11,700	14,700	8,788	5,912
Other services and charges	75,512	69,392	25,542	43,850
Total Administration	497,531	494,411	419,680	74,731
Human Resources - Insurance:				
Other services and charges	223,830	229,166	215,730	13,436
Total Insurance	223,830	229,166	215,730	13,436

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)
GENERAL FUND
For the Year Ended September 30, 2021**

	Budgeted Amounts		Actual	Final budget -
	Original	Final	Amounts	Positive (Negative)
Expenditures (continued)				
General Government (continued):				
Human resources - Risk Management:				
Personnel services	\$ 147,360	\$ 147,360	\$ 143,817	\$ 3,543
Supplies	10,960	14,246	9,980	4,266
Other services and charges	29,780	15,987	8,127	7,860
Total Risk Management	188,100	177,593	161,924	15,669
Information Technology - Administration:				
Personnel services	594,323	594,323	610,521	(16,198)
Supplies	77,750	72,073	25,773	46,300
Repairs and maintenance	65,530	65,220	34,524	30,696
Other services and charges	540,186	668,074	576,497	91,577
Total Administration	1,277,789	1,399,690	1,247,315	152,375
Total General Government	6,023,296	6,000,018	5,544,348	455,670
Public Safety:				
Police Department - Administration:				
Personnel services	895,536	898,703	808,576	90,127
Supplies	28,750	28,750	18,852	9,898
Repairs and maintenance	41,000	41,000	6,670	34,330
Other services and charges	102,309	101,953	85,749	16,204
Total Administration	1,067,595	1,070,406	919,847	150,559
Police Department - Communications:				
Personnel services	1,214,352	1,234,378	1,153,178	81,200
Supplies	9,700	9,700	5,960	3,740
Repairs and maintenance	36,250	36,250	17,593	18,657
Other services and charges	21,480	19,187	12,576	6,611
Total Communications	1,281,782	1,299,515	1,189,307	110,208
Police Department - Patrol:				
Personnel services	6,112,066	6,212,977	5,904,839	308,138
Supplies	298,840	309,366	241,532	67,834
Repairs and maintenance	220,060	237,595	157,621	79,974
Other services and charges	555,329	541,727	511,697	30,030
Total Patrol	7,186,295	7,301,665	6,815,689	485,976
Police Department - Patrol - DOT Program:				
Personnel services	107,440	107,525	116,622	(9,097)
Supplies	4,480	4,480	3,444	1,036
Repairs and maintenance	1,250	1,250	453	797
Other services and charges	15,816	14,980	14,085	895
Total Patrol - DOT Program	128,986	128,235	134,604	(6,369)

CITY OF FRIENDSWOOD, TEXAS

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SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
 BUDGET AND ACTUAL (WITH VARIANCES)
 GENERAL FUND
 For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Expenditures (continued)				
Public Safety (continued):				
Police Department - Criminal Investigation:				
Personnel services	\$ 1,819,548	\$ 1,861,778	\$ 1,785,190	\$ 76,588
Supplies	50,450	54,900	40,898	14,002
Repairs and maintenance	49,600	36,165	14,953	21,212
Other services and charges	126,613	123,620	111,706	11,914
Total Criminal Investigation	2,046,211	2,076,463	1,952,747	123,716
Police Department - Animal Control:				
Personnel services	320,563	330,751	342,331	(11,580)
Supplies	32,500	31,044	23,259	7,785
Repairs and maintenance	12,000	11,487	3,586	7,901
Other services and charges	69,963	71,051	56,667	14,384
Total Animal Services	435,026	444,333	425,843	18,490
Fire Marshal - Administration:				
Personnel services	823,535	809,459	825,517	(16,058)
Supplies	29,950	38,554	36,771	1,783
Repairs and maintenance	5,500	6,700	6,557	143
Other services and charges	77,405	84,973	78,964	6,009
Total Administration	936,390	939,686	947,809	(8,123)
Fire Marshal - Emergency Management:				
Personnel services	77,793	91,869	93,156	(1,287)
Supplies	25,050	24,950	24,096	854
Repairs and maintenance	3,000	3,000	2,860	140
Other services and charges	47,530	31,124	19,192	11,932
Total Emergency Management	153,373	150,943	139,304	11,639
Fire Marshal - Fire/EMS Administration:				
Other services and charges	1,730,100	1,708,100	1,722,935	(14,835)
Total Fire/EMS Administration	1,730,100	1,708,100	1,722,935	(14,835)
Fire Marshal - Storm:				
Personnel services	-	-	284,330	(284,330)
Supplies	-	-	30,228	(30,228)
Repairs and maintenance	-	-	545	(545)
Other services and charges	-	-	97,298	(97,298)
Total Storm	-	-	412,401	(412,401)
Fire Marshal - Public Safety Health:				
Personnel services	-	-	-	-
Supplies	-	20,000	118,907	(98,907)
Other services and charges	-	-	19,673	(19,673)
Total Public Safety Health	-	20,000	138,580	(118,580)
Total Public Safety	14,965,758	15,139,346	14,799,066	340,280

CITY OF FRIENDSWOOD, TEXAS

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SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
 BUDGET AND ACTUAL (WITH VARIANCES)
 GENERAL FUND
 For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Expenditures (continued)				
Public Works:				
Administration:				
Personnel services	\$ 246,774	\$ 246,774	\$ 238,997	\$ 7,777
Supplies	3,910	3,910	2,658	1,252
Other services and charges	10,485	8,835	1,562	7,273
Total Administration	261,169	259,519	243,217	16,302
Streets:				
Personnel services	833,214	833,214	780,856	52,358
Supplies	100,000	107,700	93,248	14,452
Repairs and maintenance	143,830	762,250	730,201	32,049
Other services and charges	416,556	419,885	438,049	(18,164)
Total Streets	1,493,600	2,123,049	2,042,354	80,695
Drainage:				
Personnel services	313,036	313,036	249,734	63,302
Supplies	12,310	12,810	10,617	2,193
Repairs and maintenance	55,300	46,103	39,429	6,674
Other services and charges	19,983	20,190	18,276	1,914
Total Drainage	400,629	392,139	318,056	74,083
Total Public Works	2,155,398	2,774,707	2,603,627	171,080
Engineering:				
Capital Projects Administration:				
Personnel services	440,434	440,934	464,454	(23,520)
Supplies	13,050	13,405	13,631	(226)
Repairs and maintenance	2,000	2,900	1,797	1,103
Other services and charges	33,131	45,886	28,051	17,835
Total Capital Projects Administration:	488,615	503,125	507,933	(4,808)
Total Engineering	488,615	503,125	507,933	(4,808)
Community Development:				
Administration:				
Personnel services	353,625	353,625	351,673	1,952
Supplies	9,180	9,180	6,457	2,723
Other services and charges	20,190	16,450	5,860	10,590
Total Administration	382,995	379,255	363,990	15,265

CITY OF FRIENDSWOOD, TEXAS

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SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)
GENERAL FUND
For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Expenditures (continued)				
Community Development (continued):				
Planning and Zoning:				
Personnel services	\$ 307,284	\$ 307,284	\$ 286,837	\$ 20,447
Supplies	3,900	3,900	2,789	1,111
Other services and charges	55,675	51,042	33,994	17,048
Total Planning and Zoning	366,859	362,226	323,620	38,606
Inspection and Code Enforcement:				
Personnel services	427,787	427,787	410,495	17,292
Supplies	10,420	10,420	7,082	3,338
Repairs and maintenance	3,650	3,650	2,130	1,520
Other services and charges	57,570	53,354	24,181	29,173
Total Inspection and Code Enforcement	499,427	495,211	443,888	51,323
Total Community Development	1,249,281	1,236,692	1,131,498	105,194
Parks and recreation:				
Administration:				
Personnel services	283,486	283,486	281,882	1,604
Supplies	4,750	4,750	3,621	1,129
Repairs and maintenance	32,595	30,662	23,287	7,375
Total Administration	320,831	318,898	308,790	10,108
Recreation Programs:				
Personnel services	327,531	327,531	295,176	32,355
Supplies	20,525	22,525	20,136	2,389
Other services and charges	116,070	116,469	94,878	21,591
Total Recreation programs	464,126	466,525	410,190	56,335
July 4th Program:				
Personnel services	30,423	30,423	34,030	(3,607)
Supplies	4,150	5,330	5,330	-
Other services and charges	89,080	91,140	88,146	2,994
Total July 4th Program	123,653	126,893	127,506	(613)
Summer Day Camp Program:				
Personnel services	114,319	114,319	94,186	20,133
Supplies	16,250	16,250	14,725	1,525
Other services and charges	43,150	43,025	37,062	5,963
Total Summer Day Camp Program	173,719	173,594	145,973	27,621

CITY OF FRIENDSWOOD, TEXAS

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SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)
GENERAL FUND
For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Expenditures (continued)				
Parks and recreation (continued):				
Keep Friendswood Beautiful committee:				
Supplies	\$ 13,200	\$ 11,886	\$ 11,791	\$ 95
Repairs and maintenance	2,500	3,338	3,338	-
Other services and charges	34,025	33,731	33,459	272
Total Keep Friendswood Beautiful committee	49,725	48,955	48,588	367
Stevenson Park pool:				
Personnel services	74,860	74,860	54,635	20,225
Supplies	25,700	26,159	24,448	1,711
Repairs and maintenance	5,000	5,401	5,327	74
Other services and charges	26,840	25,944	21,021	4,923
Total Stevenson park pool	132,400	132,364	105,431	26,933
Senior Activity Center:				
Personnel services	181,193	181,193	171,044	10,149
Supplies	10,890	10,890	4,641	6,249
Repairs and maintenance	2,000	3,000	2,870	130
Other services and charges	17,680	16,592	5,897	10,695
Total Senior Activity Center	211,763	211,675	184,452	27,223
Park Operations:				
Personnel services	769,677	769,677	730,960	38,717
Supplies	78,480	84,249	76,853	7,396
Repairs and maintenance	164,100	140,148	126,557	13,591
Other services and charges	506,332	554,889	536,531	18,358
Total Park Operations	1,518,589	1,548,963	1,470,901	78,062
Facility Operations:				
Supplies	29,000	32,206	28,944	3,262
Repairs and maintenance	182,210	502,590	217,373	285,217
Other services and charges	830,595	699,946	667,369	32,577
Total Facility Operations	1,041,805	1,234,742	913,686	321,056
Total parks and recreation	4,036,611	4,262,609	3,715,517	547,092
Library:				
Administration:				
Personnel services	1,094,359	1,094,359	1,066,488	27,871
Supplies	157,185	163,325	128,274	35,051
Repairs and maintenance	440	980	800	180
Other services and charges	21,112	39,585	28,164	11,421
Total Administration	1,273,096	1,298,249	1,223,726	74,523
Total library	1,273,096	1,298,249	1,223,726	74,523

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)
GENERAL FUND
For the Year Ended September 30, 2021**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Expenditures (continued)				
Capital improvements:				
Repairs and Maintenance	\$ -	\$ 1,007,000	\$ 7,000	\$ 1,000,000
Other services and charges	-	3,254	3,253	1
Capital outlay	519,000	6,636,002	3,742,298	2,893,704
Total capital improvements	519,000	7,646,256	3,752,551	2,893,705
Total Expenditures	30,711,055	38,861,002	33,278,266	4,582,736
Excess (deficiency) of revenues over expenditures	(2,041,853)	(8,523,516)	(1,567,659)	6,955,857
Other Financing Sources (Uses)				
Insurance recoveries	-	106,244	175,351	69,107
Sale of capital assets	-	4,000	12,870	8,870
Issuance of capital lease	-	275,727	306,329	30,602
Transfers in	1,541,853	1,541,853	1,541,853	-
Transfers out	-	(106,395)	(113,623)	(7,228)
Total Other Financing Sources (Uses)	1,541,853	1,821,429	1,922,780	101,351
Net change in fund balances	(500,000)	(6,702,087)	355,121	7,057,208
Fund Balances - Beginning	16,872,024	16,872,024	16,872,024	-
Fund Balances - Ending	\$ 16,372,024	\$ 10,169,937	\$ 17,227,145	\$ 7,057,208

Budgetary Basis of Accounting

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

Budgetary Information

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

Content

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

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

Submission

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

Public Notice and Hearing

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

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

Amendment Before Adoption

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

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

Amendments After Adoption

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

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

Excess of Expenditures over Appropriations

For the year ended September 30, 2021, expenditures exceeded appropriations in the following departments (the legal level of budgetary control):

Police – Patrol DOT Program	\$ 6,369
Fire Marshall – Administration	\$ 8,123
Fire Marshall Fire/EMS Administration	\$ 14,835
Fire Marshall – Storm	\$ 412,401
Fire Marshall Public Safety Health	\$ 118,580
Engineering	\$ 4,808
Parks – July 4 th program	\$ 613

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
Last Seven Measurement Years**

	2020	2019	2018	2017
A. Total pension liability				
1. Service Cost	\$ 2,979,569	\$ 2,738,906	\$ 2,626,099	\$ 2,505,392
2. Interest (on the Total Pension Liability)	5,780,980	5,345,140	5,044,613	4,755,782
3. Difference between expected and actual experience	(146,825)	1,150,459	59,617	(60,180)
4. Changes of assumptions	-	378,973	-	-
5. Benefit payments, including refunds of employee contributions	(3,343,679)	(3,210,157)	(3,458,824)	(2,505,921)
6. Net change in total pension liability	5,270,045	6,403,321	4,271,505	4,695,073
7. Total pension liability – beginning	85,826,200	79,422,879	75,151,374	70,456,304
8. Total pension liability – ending	91,096,245	85,826,200	79,422,879	75,151,377
B. Plan fiduciary net position				
1. Contributions – employer	2,620,564	2,395,398	2,305,344	2,182,093
2. Contributions – employee	1,158,078	1,068,692	1,025,248	987,399
3. Net investment income	5,713,369	10,053,454	(2,013,270)	8,104,390
4. Benefit payments, including refunds of employee contributions	(3,343,679)	(3,210,157)	(3,458,824)	(2,505,921)
5. Administrative Expense	(36,958)	(56,778)	(38,892)	(41,987)
6. Other	(1,442)	(1,704)	(2,032)	(2,127)
7. Net change in plan fiduciary net position	6,109,932	10,248,905	(2,182,426)	8,723,847
8. Plan fiduciary net position – beginning	75,245,684	64,996,779	67,179,205	58,455,358
9. Plan fiduciary net position – ending	81,355,616	75,245,684	64,996,779	67,179,205
C. Net pension liability (A.9 – B.9)	<u>\$ 9,740,629</u>	<u>\$ 10,580,516</u>	<u>\$ 14,426,100</u>	<u>\$ 7,972,172</u>
D. Plan fiduciary net position as a percentage of the total pension liability	89.31%	87.67%	81.84%	89.39%
E. Covered payroll	\$ 16,543,970	\$ 15,267,034	\$ 14,646,398	\$ 14,098,997
F. Net position liability as a percentage of covered payroll	58.88%	69.30%	98.50%	56.54%

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

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
Last Seven Measurement Years**

	2016	2015	2014
A. Total pension liability			
1. Service Cost	\$ 2,334,817	\$ 2,204,299	\$ 2,018,353
2. Interest (on the Total Pension Liability)	4,435,987	4,317,394	4,084,392
3. Difference between expected and actual experience	366,687	(1,032,789)	(736,093)
4. Changes of assumptions	-	847,469	-
5. Benefit payments, including refunds of employee contributions	(2,464,107)	(2,256,734)	(2,005,311)
6. Net change in total pension liability	4,673,384	4,079,639	3,361,341
7. Total pension liability – beginning	65,782,920	61,703,281	58,341,940
8. Total pension liability – ending	70,456,304	65,782,920	61,703,281
B. Plan fiduciary net position			
1. Contributions – employer	2,037,849	1,998,038	1,867,782
2. Contributions – employee	923,896	886,669	829,598
3. Net investment income	3,672,583	79,202	2,868,842
4. Benefit payments, including refunds of employee contributions	(2,464,107)	(2,256,734)	(2,005,311)
5. Administrative Expense	(41,467)	(48,239)	(29,949)
6. Other	(2,234)	(2,383)	(2,462)
7. Net change in plan fiduciary net position	4,126,520	656,553	3,528,500
8. Plan fiduciary net position – beginning	54,328,838	53,672,285	50,143,785
9. Plan fiduciary net position – ending	58,455,358	54,328,838	53,672,285
C. Net pension liability (A.9 – B.9)	<u>\$ 12,000,946</u>	<u>\$ 11,454,082</u>	<u>\$ 8,030,996</u>
D. Plan fiduciary net position as a percentage of the total pension liability	82.97%	82.59%	86.98%
E. Covered payroll	\$ 13,198,512	\$ 12,653,842	\$ 11,851,396
F. Net position liability as a percentage of covered payroll	90.93%	90.52%	67.76%

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

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

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Actuarially required contributions	\$ 2,721,688	\$ 2,485,117	\$ 2,376,185	\$ 2,255,270	\$ 2,161,617
Contributions in relation to the actuarially required contributions	<u>2,721,688</u>	<u>2,485,117</u>	<u>2,376,185</u>	<u>2,255,270</u>	<u>2,161,617</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 16,639,755	\$ 15,724,041	\$ 15,133,171	\$ 14,385,208	\$ 13,986,135
Contributions as a percentage of covered payroll	16.36%	15.80%	15.70%	15.68%	15.46%

	<u>2016</u>	<u>2015</u>	<u>2014</u>
Actuarially required contributions	\$ 2,100,698	\$ 1,960,652	\$ 1,847,375
Contributions in relation to the actuarially required contributions	<u>2,100,698</u>	<u>1,960,652</u>	<u>1,847,375</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 13,525,613	\$ 12,423,310	\$ 11,781,281
Contributions as a percentage of covered payroll	15.53%	15.78%	15.68%

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

CITY OF FRIENDSWOOD, TEXAS
NOTES TO SCHEDULE OF CONTRIBUTIONS
For the Year Ended September 30, 2021

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

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	25 years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 – 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB (10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

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

CITY OF FRIENDSWOOD, TEXAS

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS

TEXAS MUNICIPAL RETIREMENT SYSTEM SUPPLEMENTAL DEATH BENEFITS FUND

Last Four Measurement Years

	2020	2019	2018	2017
Service cost	\$ 36,397	\$ 27,481	\$ 30,757	\$ 26,788
Interest	20,150	23,199	20,933	20,384
Difference between expected and actual experience	(48,181)	(60,356)	(7,425)	-
Changes of assumptions	115,737	118,183	(43,775)	49,777
Benefit payments **	(4,963)	(6,107)	(5,859)	(5,640)
Net change in total OPEB liability	119,140	102,400	(5,369)	91,309
Total OPEB liability - beginning	717,014	614,614	619,983	528,674
Total OPEB liability - ending	<u>\$ 836,154</u>	<u>\$ 717,014</u>	<u>\$ 614,614</u>	<u>\$ 619,983</u>
Covered payroll	\$ 16,543,970	\$ 15,267,034	\$ 14,646,398	\$ 14,098,997
Total OPEB liability as a percentage of covered payroll	5.05%	4.70%	4.20%	4.40%

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

Amounts presented are for each measurement year, which end the preceding December 31 of the City's fiscal year end.
Total OPEB liability is calculated using a new methodology and will be presented prospectively in accordance with GASB 75.
Ten years of data should be presented in this schedule but data was unavailable prior to 2017.

Notes to Required Supplementary Information:

Changes of assumptions:

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

2020	2.00%
2019	2.75%

CITY OF FRIENDSWOOD, TEXAS

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS

CITY OF FRIENDSWOOD RETIREE HEALTH CARE PLAN

Last Four Measurement Years

	2020	2019	2018	2017
Service cost	\$ 60,972	\$ 46,995	\$ 53,919	\$ 44,637
Interest	30,484	36,314	37,843	39,497
Difference between expected and actual experience	(104,038)	8,768	(214,124)	4,573
Changes of assumptions	75,401	86,718	7,071	51,765
Benefit payments	(59,267)	(52,896)	(38,566)	(38,414)
Net change in total OPEB liability	3,552	125,899	(153,857)	102,058
Total OPEB liability - beginning	1,107,657	981,758	1,135,615	1,033,557
Total OPEB liability - ending	<u>\$ 1,111,209</u>	<u>\$ 1,107,657</u>	<u>\$ 981,758</u>	<u>\$ 1,135,615</u>
Covered payroll	\$ 16,543,973	\$ 15,267,037	\$ 14,646,402	\$ 12,035,859
Total OPEB liability as a percentage of covered payroll	6.72%	7.26%	6.70%	9.44%

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

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

Notes to Required Supplementary Information:

Methods and Assumptions Used to Determine Contribution Rates:

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

Assumption changes:

1. The discount rate decreased from 2.75% as of December 31, 2019 to 2.00% as of December 31, 2020. This change increased the total OPEB liability.
2. The health care trend rates were updated to better reflect the plan's anticipated experience.



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

**NONMAJOR
GOVERNMENTAL FUNDS**

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

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

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

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

Community Development Block Grant (CDBG) – Disaster Recovery (DR) Harris County – This fund is used to account for revenues that are restricted to the Community Development Block Grant – Disaster Recovery expenditures. Funds will be used for the Harris County side of the City.

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

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

Community Development Block Grant (CDBG) – Disaster Recovery (DR) Galveston County – This fund is used to account for revenues that are restricted to the Community Development Block Grant – Disaster Recovery expenditures. Funds will be used for the Galveston County side of the City.

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

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

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

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

**NONMAJOR
GOVERNMENTAL FUNDS (continued)**

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

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

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

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

**MAJOR
GOVERNMENTAL FUNDS**

Coronavirus State and Local Fiscal Recovery Fund – This fund is used to account for federal funds related to the fiscal recovery of Coronavirus. Funds will be used for water and sewer infrastructure projects.

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

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

	Special Revenue Funds			
	Police Investigation	Fires/EMS Donation	Municipal Court	CDBG - DR Harris County
Assets				
Cash and cash equivalents	\$ 68,507	\$ 199,687	\$ 91,955	\$ 35,134
Investments	134,108	396,706	182,681	69,800
Receivables, net of allowance:				
Taxes receivable	-	-	-	-
Customer accounts	-	2,714	-	-
Other receivables	-	-	3,573	-
Accrued interest	71	256	85	-
Due from other governments	-	-	-	5,316
Total Assets	\$ 202,686	\$ 599,363	\$ 278,294	\$ 110,250
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities:				
Accounts payable	\$ 16,955	\$ -	\$ -	\$ 19,342
Accrued liabilities	-	-	-	-
Due to other funds	-	-	-	256,794
Total Liabilities	16,955	-	-	276,136
Deferred Inflows of Resources:				
Unavailable revenue	-	-	3,756	-
Total Deferred Inflows	-	-	3,756	-
Fund Balances:				
Nonspendable:				
Permanent fund	-	-	-	-
Restricted:				
Municipal court operations	-	-	274,538	-
Debt service	-	-	-	-
Public safety	185,731	599,363	-	-
Capital projects	-	-	-	-
Unassigned	-	-	-	(165,886)
Total Fund Balances	185,731	599,363	274,538	(165,886)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 202,686	\$ 599,363	\$ 278,294	\$ 110,250

	Special Revenue Funds			
	TWDB Flood Mitigation Acquisition Grant	HMGP Acquisition & Demolition Project	CDBG - DR Galveston County	Debt Service Fund
Assets				
Cash and cash equivalents	\$ -	\$ 92,092	\$ 28,214	\$ 3,437
Investments	-	-	56,051	6,828
Receivables, net of allowance:				
Taxes receivable	-	-	-	45,560
Customer accounts	-	-	-	-
Other receivables	-	-	-	-
Accrued interest	-	-	-	325
Due from other governments	280,699	609,629	137,043	-
Total Assets	\$ 280,699	\$ 701,721	\$ 221,308	\$ 56,150
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities:				
Accounts payable	\$ -	\$ 117,188	\$ -	\$ -
Accrued liabilities	-	-	943	-
Due to other funds	280,699	584,533	220,365	-
Total Liabilities	280,699	701,721	221,308	-
Deferred Inflows of Resources:				
Unavailable revenue	-	-	-	45,542
Total Deferred Inflows	-	-	-	45,542
Fund Balances:				
Nonspendable:				
Permanent fund	-	-	-	-
Restricted:				
Municipal court operations	-	-	-	-
Debt service	-	-	-	10,608
Public safety	-	-	-	-
Capital projects	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	-	-	-	10,608
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 280,699	\$ 701,721	\$ 221,308	\$ 56,150

CITY OF FRIENDSWOOD, TEXAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2021

Page 3 of 3

	Permanent	Capital Projects Funds			
	1776 Park Fund	Sidewalk Install Fund	Park Land Dedication Funds	Street Improvements Fund	Total Nonmajor Governmental Funds
Assets					
Cash and cash equivalents	\$ 3,716	\$ 14,633	\$ 35,585	\$ 433,678	\$ 1,006,638
Investments	7,381	29,072	70,693	861,559	1,814,879
Receivables, net of allowance:					
Taxes receivable	-	-	-	377,691	423,251
Customer accounts	-	-	-	-	2,714
Other receivables	-	-	-	-	3,573
Accrued interest	4	15	45	362	1,163
Due from other governments	-	-	-	-	1,032,687
Total Assets	<u>\$ 11,101</u>	<u>\$ 43,720</u>	<u>\$ 106,323</u>	<u>\$ 1,673,290</u>	<u>\$ 4,284,905</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances					
Liabilities:					
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ 153,485
Accrued liabilities	-	-	-	-	943
Due to other funds	-	-	-	-	1,342,391
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,496,819</u>
Deferred Inflows of Resources:					
Unavailable revenue	-	-	-	-	49,298
Total Deferred Inflows	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>49,298</u>
Fund Balances:					
Nonspendable:					
Permanent fund	11,101	-	-	-	11,101
Restricted:					
Municipal court operations	-	-	-	-	274,538
Debt service	-	-	-	-	10,608
Public safety	-	-	-	-	785,094
Capital projects	-	43,720	106,323	1,673,290	1,823,333
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(165,886)</u>
Total Fund Balances	<u>11,101</u>	<u>43,720</u>	<u>106,323</u>	<u>1,673,290</u>	<u>2,738,788</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 11,101</u>	<u>\$ 43,720</u>	<u>\$ 106,323</u>	<u>\$ 1,673,290</u>	<u>\$ 4,284,905</u>

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

Page 1 of 3

	Special Revenue Funds			
	Police Investigation	Fires/EMS Donation	Municipal Court	CDBG - DR Harris County
Revenues				
Property taxes	\$ -	\$ -	\$ -	\$ -
Sales taxes	-	-	-	-
Fines and forfeitures	16,162	-	85,710	-
Permits and fees	-	-	-	-
Intergovernmental	-	-	-	973,186
Donations	-	209,057	-	-
Investment earnings	590	2,061	605	-
Total Revenues	16,752	211,118	86,315	973,186
Expenditures				
Current:				
General government	-	-	46,900	-
Public safety	14,493	83,906	-	-
Public works	-	-	-	347,730
Debt Service:				
Principal	-	117,503	-	-
Interest and other charges	-	15,331	-	-
Capital Outlay	17,884	164,222	-	787,748
Total Expenditures	32,377	380,962	46,900	1,135,478
Excess (deficiency) of revenues over (under) expenditures	(15,625)	(169,844)	39,415	(162,292)
Other Financing Sources (Uses)				
Issuance of refunding bonds	-	-	-	-
Premium on issuance of bonds	-	-	-	-
Transfers in	-	-	-	-
Sale of capital assets	-	8,400	-	-
Payments to refunding bond escrow agent	-	-	-	-
Total Other Financing Sources (Uses)	-	8,400	-	-
Net change in fund balances	(15,625)	(161,444)	39,415	(162,292)
Fund Balances - Beginning	201,356	760,807	235,123	(3,594)
Fund Balances - Ending	\$ 185,731	\$ 599,363	\$ 274,538	\$ (165,886)

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

Page 2 of 3

	Special Revenue Funds			
	TWDB Flood Mitigation Acquisition Grant	HMGP Acquisition & Demolition Project	CDBG - DR Galveston County	Debt Service Fund
Revenues				
Property taxes	\$ -	\$ -	\$ -	\$ 3,701,687
Sales taxes	-	-	-	-
Fines and forfeitures	-	-	-	-
Permits and fees	-	-	-	-
Intergovernmental	1,979,213	925,619	169,743	-
Donations	-	-	-	-
Investment earnings	-	-	-	2,824
Total Revenues	1,979,213	925,619	169,743	3,704,511
Expenditures				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public works	281,550	373,292	230,638	-
Debt Service:				
Principal	-	-	-	2,438,779
Interest and other charges	-	-	-	1,389,697
Capital Outlay	-	479,569	-	-
Total Expenditures	281,550	852,861	230,638	3,828,476
Excess (deficiency) of revenues over (under) expenditures	1,697,663	72,758	(60,895)	(123,965)
Other Financing Sources (Uses)				
Issuance of refunding bonds	-	-	-	3,050,000
Premium on issuance of bonds	-	-	-	277,572
Transfers in	-	52,728	60,895	96,439
Sale of capital assets	-	-	-	-
Payments to refunding bond escrow agent	-	-	-	(3,321,347)
Total Other Financing Sources (Uses)	-	52,728	60,895	102,664
Net change in fund balances	1,697,663	125,486	-	(21,301)
Fund Balances - Beginning	(1,697,663)	(125,486)	-	31,909
Fund Balances - Ending	\$ -	\$ -	\$ -	\$ 10,608

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

Page 3 of 3

	Permanent	Capital Projects Funds			
	1776 Park Fund	Sidewalk Install Fund	Park Land Dedication Funds	Street Improvements Fund	Total Nonmajor Governmental Funds
Revenues					
Property taxes	\$ -		\$ -	\$ -	\$ 3,701,687
Sales taxes	-	-	-	1,961,187	1,961,187
Fines and forfeitures	-	-	-	-	101,872
Permits and fees	-	-	51,600	-	51,600
Intergovernmental	-	-	-	-	4,047,761
Donations	-	-	-	-	209,057
Investment earnings	31	115	351	3,332	9,909
Total Revenues	31	115	51,951	1,964,519	10,083,073
Expenditures					
Current:					
General government	-	-	-	-	46,900
Public safety	-	-	-	-	98,399
Public works	-	-	-	768,459	2,001,669
Debt Service:					
Principal	-	-	-	-	2,556,282
Interest and other charges	-	-	-	-	1,405,028
Capital Outlay	-	-	71,745	-	1,521,168
Total Expenditures	-	-	71,745	768,459	7,629,446
Excess (deficiency) of revenues over (under) expenditures	31	115	(19,794)	1,196,060	2,453,627
Other Financing Sources (Uses)					
Issuance of refunding bonds	-	-	-	-	3,050,000
Premium on issuance of bonds	-	-	-	-	277,572
Transfers in	-	-	-	-	210,062
Sale of capital assets	-	-	-	-	8,400
Payments to refunding bond escrow agent	-	-	-	-	(3,321,347)
Total Other Financing Sources (Uses)	-	-	-	-	224,687
Net change in fund balances	31	115	(19,794)	1,196,060	2,678,314
Fund Balances - Beginning	11,070	43,605	126,117	477,230	60,474
Fund Balances - Ending	\$ 11,101	\$ 43,720	\$ 106,323	\$ 1,673,290	\$ 2,738,788

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****POLICE INVESTIGATION****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Fines and forfeitures	\$ -	\$ -	\$ 16,162	\$ 16,162
Investment earnings	1,425	1,425	590	(835)
Total Revenues	<u>1,425</u>	<u>1,425</u>	<u>16,752</u>	<u>15,327</u>
Expenditures				
Current:				
Public safety	-	14,493	14,493	-
Capital outlay	<u>-</u>	<u>17,884</u>	<u>17,884</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>32,377</u>	<u>32,377</u>	<u>-</u>
Net change in fund balances	1,425	(30,952)	(15,625)	15,327
Fund Balances - Beginning	<u>201,356</u>	<u>201,356</u>	<u>201,356</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 202,781</u>	<u>\$ 170,404</u>	<u>\$ 185,731</u>	<u>\$ 15,327</u>

CITY OF FRIENDSWOOD, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

FIRE/EMS DONATION

For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Donations	\$ 215,000	\$ 215,000	\$ 209,057	\$ (5,943)
Investment earnings	2,150	2,150	2,061	(89)
Total Revenues	<u>217,150</u>	<u>217,150</u>	<u>211,118</u>	<u>(6,032)</u>
Expenditures				
Current:				
Public safety	65,075	83,906	83,906	-
Debt service:				
Principal	116,923	116,923	117,503	(580)
Interest and other charges	15,909	15,909	15,331	578
Capital outlay	<u>169,000</u>	<u>169,601</u>	<u>164,222</u>	<u>5,379</u>
Total Expenditures	<u>366,907</u>	<u>386,339</u>	<u>380,962</u>	<u>5,377</u>
Excess (deficiency) of revenues over expenditures	<u>(149,757)</u>	<u>(169,189)</u>	<u>(169,844)</u>	<u>(655)</u>
Other Financing Sources (Uses)				
Sale of capital assets	-	601	8,400	7,799
Total Other Financing Sources (Uses)	<u>-</u>	<u>601</u>	<u>8,400</u>	<u>7,799</u>
Net change in fund balances	(149,757)	(168,588)	(161,444)	7,144
Fund Balances - Beginning	<u>760,807</u>	<u>760,807</u>	<u>760,807</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 611,050</u>	<u>\$ 592,219</u>	<u>\$ 599,363</u>	<u>\$ 7,144</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****MUNICIPAL COURT****For the Year Ended September 30, 2021**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Fines and forfeitures	\$ 49,000	\$ 49,000	\$ 85,710	\$ 36,710
Investment earnings	1,850	1,850	605	(1,245)
Total Revenues	<u>50,850</u>	<u>50,850</u>	<u>86,315</u>	<u>35,465</u>
Expenditures				
Current:				
General government	<u>47,552</u>	<u>49,190</u>	<u>46,900</u>	<u>2,290</u>
Total Expenditures	<u>47,552</u>	<u>49,190</u>	<u>46,900</u>	<u>2,290</u>
Net change in fund balances	3,298	1,660	39,415	37,755
Fund Balances - Beginning	<u>235,123</u>	<u>235,123</u>	<u>235,123</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 238,421</u>	<u>\$ 236,783</u>	<u>\$ 274,538</u>	<u>\$ 37,755</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****CDBG – DR HARRIS COUNTY****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Intergovernmental	\$ -	\$ 967,871	\$ 973,186	\$ 5,315
Total Revenues	<u>-</u>	<u>967,871</u>	<u>973,186</u>	<u>5,315</u>
Expenditures				
Current:				
Public works	-	180,123	347,730	(167,607)
Capital outlay	-	787,748	787,748	-
Total Expenditures	<u>-</u>	<u>967,871</u>	<u>1,135,478</u>	<u>(167,607)</u>
Net change in fund balances	-	-	(162,292)	(162,292)
Fund Balances - Beginning	<u>(3,594)</u>	<u>(3,594)</u>	<u>(3,594)</u>	<u>-</u>
Fund Balances - Ending	<u>\$ (3,594)</u>	<u>\$ (3,594)</u>	<u>\$ (165,886)</u>	<u>\$ (162,292)</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****TWDB FLOOD MITIGATION ACQUISITION GRANT****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	Variance with Final Budget - Positive (Negative)
Revenues				
Intergovernmental	\$ -	\$ -	\$ 1,979,213	\$ 1,979,213
Total Revenues	<u>-</u>	<u>-</u>	<u>1,979,213</u>	<u>1,979,213</u>
Expenditures				
Current:				
Public works	-	-	281,550	(281,550)
Total Expenditures	<u>-</u>	<u>-</u>	<u>281,550</u>	<u>(281,550)</u>
Net change in fund balances	-	-	1,697,663	1,697,663
Fund Balances - Beginning	<u>(1,697,663)</u>	<u>(1,697,663)</u>	<u>(1,697,663)</u>	<u>-</u>
Fund Balances - Ending	<u>\$ (1,697,663)</u>	<u>\$ (1,697,663)</u>	<u>\$ -</u>	<u>\$ 1,697,663</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****HAZARD MITIGATION GRANT PROGRAM****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Intergovernmental	\$ -	\$ 377,397	\$ 925,619	\$ 548,222
Total Revenues	<u>-</u>	<u>377,397</u>	<u>925,619</u>	<u>548,222</u>
Expenditures				
Current:				
Public works	-	94,348	373,292	(278,944)
Capital outlay	<u>-</u>	<u>283,049</u>	<u>479,569</u>	<u>(196,520)</u>
Total Expenditures	<u>-</u>	<u>377,397</u>	<u>852,861</u>	<u>(475,464)</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>-</u>	<u>72,758</u>	<u>72,758</u>
Other Financing Sources (Uses)				
Transfers in	-	-	52,728	52,728
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>52,728</u>	<u>52,728</u>
Net change in fund balances	-	-	125,486	125,486
Fund Balances - Beginning	<u>(125,486)</u>	<u>(125,486)</u>	<u>(125,486)</u>	<u>-</u>
Fund Balances - Ending	<u>\$ (125,486)</u>	<u>\$ (125,486)</u>	<u>\$ -</u>	<u>\$ 125,486</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****CDBG - DR GALVESTON COUNTY****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Intergovernmental	\$ -	\$ 32,700	\$ 169,743	\$ 137,043
Total Revenues	<u>-</u>	<u>32,700</u>	<u>169,743</u>	<u>137,043</u>
Expenditures				
Current:				
Public works	-	93,595	230,638	(137,043)
Total Expenditures	<u>-</u>	<u>93,595</u>	<u>230,638</u>	<u>(137,043)</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>(60,895)</u>	<u>(60,895)</u>	<u>-</u>
Other Financing Sources (Uses)				
Transfers in	-	60,895	60,895	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>60,895</u>	<u>60,895</u>	<u>-</u>
Net change in fund balances	-	-	-	-
Fund Balances - Beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****1776 PARK****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Investment earnings	\$ 185	\$ 185	\$ 31	\$ (154)
Total Revenues	<u>185</u>	<u>185</u>	<u>31</u>	<u>(154)</u>
Expenditures				
Current	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	185	185	31	(154)
Fund Balances - Beginning	<u>11,070</u>	<u>11,070</u>	<u>11,070</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 11,255</u>	<u>\$ 11,255</u>	<u>\$ 11,101</u>	<u>\$ (154)</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****SIDEWALK INSTALLATION****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Investment earnings	\$ 245	\$ 245	\$ 115	\$ (130)
Total Revenues	<u>245</u>	<u>245</u>	<u>115</u>	<u>(130)</u>
Expenditures				
Current	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	245	245	115	(130)
Fund Balances - Beginning	<u>43,605</u>	<u>43,605</u>	<u>43,605</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 43,850</u>	<u>\$ 43,850</u>	<u>\$ 43,720</u>	<u>\$ (130)</u>

CITY OF FRIENDSWOOD, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

PARK LAND DEDICATION

For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Permit and fees	\$ 50,000	\$ 50,000	\$ 51,600	\$ 1,600
Investment earnings	775	775	351	(424)
Total Revenues	<u>50,775</u>	<u>50,775</u>	<u>51,951</u>	<u>1,176</u>
Expenditures				
Current:				
Capital outlay	-	74,474	71,745	2,729
Total Expenditures	<u>-</u>	<u>74,474</u>	<u>71,745</u>	<u>2,729</u>
Net change in fund balances	50,775	(23,699)	(19,794)	3,905
Fund Balances - Beginning	<u>126,117</u>	<u>126,117</u>	<u>126,117</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 176,892</u>	<u>\$ 102,418</u>	<u>\$ 106,323</u>	<u>\$ 3,905</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****STREET IMPROVEMENT****For the Year Ended September 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Sales taxes	\$ 1,815,271	\$ 1,815,271	\$ 1,961,187	\$ 145,916
Investment earnings	19,800	19,800	3,332	(16,468)
Total Revenues	<u>1,835,071</u>	<u>1,835,071</u>	<u>1,964,519</u>	<u>129,448</u>
Expenditures				
Public works	-	768,459	768,459	-
Total Expenditures	<u>-</u>	<u>768,459</u>	<u>768,459</u>	<u>-</u>
Net change in fund balances	1,835,071	1,066,612	1,196,060	129,448
Fund Balances - Beginning	<u>477,230</u>	<u>477,230</u>	<u>477,230</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 2,312,301</u>	<u>\$ 1,543,842</u>	<u>\$ 1,673,290</u>	<u>\$ 129,448</u>

CITY OF FRIENDSWOOD, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

DEBT SERVICE FUND

For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Property taxes	\$ 3,749,088	\$ 3,749,088	\$ 3,701,687	\$ (47,401)
Investment earnings	9,075	9,075	2,824	(6,251)
Total Revenues	<u>3,758,163</u>	<u>3,758,163</u>	<u>3,704,511</u>	<u>(53,652)</u>
Expenditures				
Debt service:				
Principal	2,438,779	2,438,779	2,438,779	-
Interest and other charges	1,290,310	1,386,750	1,389,697	(2,947)
Total Expenditures	<u>3,729,089</u>	<u>3,825,529</u>	<u>3,828,476</u>	<u>(2,947)</u>
Excess (deficiency) of revenues over expenditures	<u>29,074</u>	<u>(67,366)</u>	<u>(123,965)</u>	<u>(56,599)</u>
Other Financing Sources (Uses)				
Issuance of refunding bonds	-	-	3,050,000	3,050,000
Premium on bond issuance	-	-	277,572	277,572
Transfers in	-	96,440	96,439	(1)
Payments to refunding bond escrow agent	-	-	(3,321,347)	(3,321,347)
Total Other Financing Sources	<u>-</u>	<u>96,440</u>	<u>102,664</u>	<u>6,224</u>
Net change in fund balances	29,074	29,074	(21,301)	(50,375)
Fund Balances - Beginning	<u>31,909</u>	<u>31,909</u>	<u>31,909</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 60,983</u>	<u>\$ 60,983</u>	<u>\$ 10,608</u>	<u>\$ (50,375)</u>

CITY OF FRIENDSWOOD, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

BOND CONSTRUCTION

For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
Revenues				
Investment earnings	\$ 40,000	\$ 40,000	\$ 2,749	\$ (37,251)
Total Revenues	<u>40,000</u>	<u>40,000</u>	<u>2,749</u>	<u>(37,251)</u>
Expenditures				
Current:				
Public works	-	-	7,500	(7,500)
Debt service:				
Bond issuance costs	-	162,444	162,444	-
Capital outlay	<u>-</u>	<u>16,690,450</u>	<u>1,763,771</u>	<u>14,926,679</u>
Total Expenditures	<u>-</u>	<u>16,852,894</u>	<u>1,933,715</u>	<u>14,919,179</u>
Excess (deficiency) of revenues over expenditures	<u>40,000</u>	<u>(16,812,894)</u>	<u>(1,930,966)</u>	<u>14,881,928</u>
Other Financing Sources (Uses)				
Issuance of capital-related debt	-	13,185,000	13,185,000	-
Premium on issuance of bonds	-	1,173,884	1,173,884	-
Transfers out	<u>-</u>	<u>(96,440)</u>	<u>(96,439)</u>	<u>1</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>14,262,444</u>	<u>14,262,445</u>	<u>1</u>
Net change in fund balances	40,000	(2,550,450)	12,331,479	14,881,929
Fund Balances - Beginning	<u>2,881,036</u>	<u>2,881,036</u>	<u>2,881,036</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 2,921,036</u>	<u>\$ 330,586</u>	<u>\$ 15,212,515</u>	<u>\$ 14,881,929</u>

**STATISTICAL SECTION
(Unaudited)**



**STATISTICAL SECTION
(Unaudited)**

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

Contents Pages

<i>Financial Trends</i>	114
These schedules contain trend information to help the reader understand how the government’s financial performance and well-being have changed over time.	
<i>Revenue Capacity</i>	124
These schedules contain information to help the reader assess the government’s most significant local revenue source, the property tax.	
<i>Debt Capacity</i>	129
These schedules present information to help the reader assess the affordability of the government’s current levels of outstanding debt and the government’s ability to issue additional debt in the future.	
<i>Demographic and Economic Information</i>	134
This schedule offers demographic and economic indicators to help the reader understand the environment within which the government’s financial activities take place.	
<i>Operating Information</i>	138
These schedules contain service and infrastructure data to help the reader understand how the information in the government’s financial report relates to the services the government provides and activities it performs.	

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

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

Table 1
Page 1 of 2

	2021	2020	2019	2018	2017
Governmental Activities					
Net investment in capital assets	\$ 72,240,727	\$ 68,990,597	\$ 66,823,023	\$ 68,320,682	\$ 72,631,192
Restricted	3,491,974	4,606,124	4,003,468	4,085,999	2,534,312
Unrestricted	6,886,085	2,563,947	5,402,312	6,248,751	5,532,198
Total governmental activities net position	\$ 82,618,786	\$ 76,160,668	\$ 76,228,803	\$ 78,655,432	\$ 80,697,702
Business-type activities					
Net investment in capital assets	\$ 32,910,959	\$ 32,242,803	\$ 27,038,046	\$ 27,088,280	\$ 29,305,429
Restricted	2,721,465	2,186,731	1,982,666	582,697	260,703
Unrestricted	9,984,251	8,438,509	12,077,564	13,620,211	10,584,764
Total business-type activities net position	\$ 45,616,675	\$ 42,868,043	\$ 41,098,276	\$ 41,291,188	\$ 40,150,896
Primary government					
Net investment in capital assets	\$ 105,151,686	\$ 101,233,400	\$ 93,861,069	\$ 95,408,962	\$ 101,936,621
Restricted	6,213,439	6,792,855	5,986,134	4,668,696	2,795,015
Unrestricted	16,870,336	11,002,456	17,479,876	19,868,962	16,116,962
Total Primary government net positions	\$ 128,235,461	\$ 119,028,711	\$ 117,327,079	\$ 119,946,620	\$ 120,848,598

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

Table 1
Page 2 of 2

	2016	2015	2014	2013	2012
Governmental Activities					
Net investment in capital assets	\$ 73,588,484	\$ 73,611,490	\$ 65,404,791	\$ 65,056,180	\$ 65,582,783
Restricted	1,405,907	1,179,764	653,496	718,275	872,869
Unrestricted	5,579,677	5,901,505	10,798,907	9,565,406	8,828,132
Total governmental activities net position	\$ 80,574,068	\$ 80,692,759	\$ 76,857,194	\$ 75,339,861	\$ 75,283,784
Business-type activities					
Net investment in capital assets	\$ 28,322,718	\$ 26,628,714	\$ 24,495,816	\$ 22,961,547	\$ 25,618,823
Restricted	99,006	27,468	90,395	176,882	786,600
Unrestricted	10,238,993	12,040,181	14,818,104	16,790,183	13,032,798
Total business-type activities net position	\$ 38,660,717	\$ 38,696,363	\$ 39,404,315	\$ 39,928,612	\$ 39,438,221
Primary government					
Net investment in capital assets	\$ 101,911,202	\$ 100,240,204	\$ 89,900,607	\$ 88,017,727	\$ 91,201,606
Restricted	1,504,913	1,207,232	743,891	895,157	1,659,469
Unrestricted	15,818,670	17,941,686	25,617,011	26,355,589	21,860,930
Total Primary government net positions	\$ 119,234,785	\$ 119,389,122	\$ 116,261,509	\$ 115,268,473	\$ 114,722,005

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

Table 2
Page 1 of 4

	2021	2020	2019	2018	2017
Expenses					
Governmental Activities:					
General government	\$ 5,867,654	\$ 6,119,806	\$ 5,912,467	\$ 5,734,611	\$ 5,128,399
Public safety	15,645,527	15,501,734	15,134,465	17,538,040	15,861,719
Public works	7,160,229	8,840,113	7,897,373	6,267,824	4,429,664
Engineering	506,959	434,976	-	-	-
Community development	1,035,202	1,122,506	1,359,878	945,701	1,495,001
Parks and recreation	4,604,943	4,439,511	4,839,076	4,554,114	3,459,053
Library services	1,221,740	1,214,130	1,257,970	1,210,207	1,215,683
Interest and fiscal charges	1,244,881	1,055,889	923,350	953,509	953,146
Total Government Activities Expenses	37,287,135	38,728,665	37,324,579	37,204,006	32,542,665
Business-Type Activities:					
Water and wastewater	11,864,245	12,071,159	11,507,880	9,019,197	8,502,218
Interest and other	1,808,120	1,733,123	1,579,182	1,029,715	1,086,278
Total Business-Type Activities	13,672,365	13,804,282	13,087,062	10,048,912	9,588,496
Total Primary Government Expenses	\$ 50,959,500	\$ 52,532,947	\$ 50,411,641	\$ 47,252,918	\$ 42,131,161
Program Revenues					
Governmental activities:					
Charges for services:					
General government	\$ 871,362	\$ 930,686	\$ 751,112	\$ 861,271	\$ 1,004,968
Public safety	1,372,432	871,714	811,768	868,761	35,007
Public works	225,419	222,337	236,352	213,042	242,184
Community development	-	9,275	6,841	-	1,036,741
Parks and recreation	384,489	181,709	341,560	344,064	387,915
Library services	-	-	-	-	30,600
Operating grants and contributions	3,874,866	3,430,645	1,842,704	4,924,228	2,591,025
Capital grants and contributions	3,864,589	708,306	-	-	219,808
Total Governmental Activities Program Revenues:	10,593,157	6,354,672	3,990,337	7,211,366	5,548,248
Business-Type Activities:					
Charges for services:					
Water and wastewater	17,919,751	16,638,758	13,669,552	12,183,711	12,295,441
Operating grants and contributions	-	22,602	-	-	-
Total Business-Type activities Program Revenues	17,919,751	16,661,360	13,669,552	12,183,711	12,295,441
Total Primary Government Program Revenues	\$ 28,512,908	\$ 23,016,032	\$ 17,659,889	\$ 19,395,077	\$ 17,843,689
Net (Expense) Revenues					
Governmental activities	(26,693,978)	(32,373,993)	(33,334,242)	(29,992,640)	(26,994,417)
Business-type activities	4,247,386	2,857,078	582,490	2,134,799	2,706,945
Total Primary Government Net Expense	\$ (22,446,592)	\$ (29,516,915)	\$ (32,751,752)	\$ (27,857,841)	\$ (24,287,472)

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

Table 2
Page 2 of 4

	2016	2015	2014	2013	2012
Expenses					
Governmental Activities:					
General government	\$ 4,736,867	\$ 5,410,643	\$ 4,589,795	\$ 4,679,339	\$ 4,737,702
Public safety	13,101,691	11,763,659	11,236,402	10,800,130	10,736,805
Public works	4,429,482	3,933,288	3,921,658	4,385,090	3,738,111
Engineering	-	-	-	-	-
Community development	1,577,813	1,406,288	1,097,075	1,207,264	1,520,401
Parks and recreation	3,080,453	2,869,345	3,356,587	3,260,931	3,227,731
Library services	1,134,859	1,026,967	1,093,043	1,002,801	1,004,303
Interest and fiscal charges	862,654	730,614	630,542	703,275	757,011
Total Government Activities Expenses	28,923,819	27,140,804	25,925,102	26,038,830	25,722,064
Business-Type Activities:					
Water and wastewater	7,975,920	7,629,711	7,995,106	7,681,366	6,902,279
Interest and other	1,642,723	1,524,276	1,514,804	1,590,395	1,638,495
Total Business-Type Activities	9,618,643	9,153,987	9,509,910	9,271,761	8,540,774
Total Primary Government Expenses	\$ 38,542,462	\$ 36,294,791	\$ 35,435,012	\$ 35,310,591	\$ 34,262,838
Program Revenues					
Governmental activities:					
Charges for services:					
General government	\$ 1,002,022	\$ 807,245	\$ 912,910	\$ 989,190	\$ 1,167,619
Public safety	28,760	30,275	31,620	34,944	39,661
Public works	174,568	190,099	193,064	186,504	171,890
Community development	949,011	843,648	877,132	825,366	730,211
Parks and recreation	286,727	280,046	315,702	316,047	271,912
Library services	27,532	33,699	36,081	36,686	39,543
Operating grants and contributions	800,151	660,633	843,995	644,458	648,058
Capital grants and contributions	318,657	3,225,672	1,202,376	543,763	527,288
Total Governmental Activities Program Revenues:	3,587,428	6,071,317	4,412,880	3,576,958	3,596,182
Business-Type Activities:					
Charges for services:					
Water and wastewater	11,319,801	11,020,029	11,117,391	11,462,779	11,258,216
Operating grants and contributions	-	-	-	-	-
Total Business-Type activities Program Revenues	11,319,801	11,020,029	11,117,391	11,462,779	11,258,216
Total Primary Government Program Revenues	\$ 14,907,229	\$ 17,091,346	\$ 15,530,271	\$ 15,039,737	\$ 14,854,398
Net (Expense) Revenues					
Governmental activities	(25,336,391)	(21,069,487)	(21,502,222)	(22,461,872)	(22,126,882)
Business-type activities	1,701,158	1,866,042	1,607,481	2,191,018	2,717,442
Total Primary Government Net Expense	\$ (23,635,233)	\$ (19,203,445)	\$ (19,894,741)	\$ (20,270,854)	\$ (19,409,440)

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

Table 2
Page 3 of 4

	2021	2020	2019	2018	2017
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes:					
Property taxes	\$ 19,163,858	\$ 18,731,549	\$ 18,111,247	\$ 17,608,094	\$ 17,270,647
Sales taxes	9,915,046	8,846,359	8,407,249	7,965,662	6,482,367
Franchise and other taxes	2,090,001	2,142,660	2,054,395	1,617,121	1,661,654
Other	-	-	-	-	-
Investment earnings	50,805	880,606	526,867	321,468	187,001
Gain (loss) on disposal of capital assets	-	-	-	-	25,999
Miscellaneous	390,533	269,855	351,165	263,245	131,639
Transfers	1,541,853	1,434,829	1,456,690	1,554,849	1,358,744
Total Governmental Activities	33,152,096	32,305,858	30,907,613	29,330,439	27,118,051
Business-Type Activities:					
Investment earnings	43,099	347,518	681,288	200,449	141,978
Gain (loss) on disposal of capital assets	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Transfers	(1,541,853)	(1,434,829)	(1,456,690)	(1,554,849)	(1,358,744)
Total Business-Type Activities	(1,498,754)	(1,087,311)	(775,402)	(1,354,400)	(1,216,766)
Total Primary Government	31,653,342	31,218,547	30,132,211	27,976,039	25,901,285
Change in Net Position					
Governmental activities	6,458,118	(68,135)	(2,426,629)	(662,201)	123,634
Business-type activities	2,748,632	1,769,767	(192,912)	780,399	1,490,179
Total Primary Government	\$ 9,206,750	\$ 1,701,632	\$ (2,619,541)	\$ 118,198	\$ 1,613,813

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

Table 2
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	2016	2015	2014	2013	2012
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes:					
Property taxes	\$ 16,350,101	\$ 15,574,684	\$ 14,864,284	\$ 14,630,961	\$ 14,165,599
Sales taxes	5,393,920	5,291,186	4,693,484	4,293,794	3,907,577
Franchise and other taxes	1,779,234	1,726,557	1,673,615	1,583,258	1,556,556
Other	-	-	32,799	24,974	23,356
Investment earnings	149,003	79,071	109,849	88,510	137,202
Gain (loss) on disposal of capital assets	19,564	-	34,359	43,788	17,601
Miscellaneous	128,813	108,306	84,275	78,682	147,457
Transfers	1,397,065	1,226,205	1,799,344	1,773,982	1,725,141
Total Governmental Activities	25,217,700	24,006,009	23,292,009	22,517,949	21,680,489
Business-Type Activities:					
Investment earnings	95,825	49,138	40,713	37,565	82,853
Gain (loss) on disposal of capital assets	7,569	-	-	-	7,000
Miscellaneous	-	7,839	-	35,790	-
Transfers	(1,397,065)	(1,226,205)	(1,799,344)	(1,773,982)	(1,725,141)
Total Business-Type Activities	(1,293,671)	(1,169,228)	(1,758,631)	(1,700,627)	(1,635,288)
Total Primary Government	23,924,029	22,836,781	21,533,378	20,817,322	20,045,201
Change in Net Position					
Governmental activities	(118,691)	2,936,522	1,789,787	56,077	(446,393)
Business-type activities	407,487	696,814	(151,150)	490,391	1,082,154
Total Primary Government	\$ 288,796	\$ 3,633,336	\$ 1,638,637	\$ 546,468	\$ 635,761

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

Table 3
Page 1 of 2

	2021	2020	2019	2018	2017
General fund					
Nondisposable	\$ 355,011	\$ 255,796	\$ 378,736	\$ 371,610	\$ 434,750
Restricted	597,908	650,424	727,704	631,971	667,271
Committed	-	-	-	-	-
Assigned	4,320,912	2,591,745	2,508,234	4,229,725	2,893,697
Unassigned	11,953,314	13,374,059	10,608,815	9,052,000	9,547,039
Total General Fund	17,227,145	16,872,024	14,223,489	14,285,306	13,542,757
All Other Governmental Funds					
Nondisposable	11,101	11,070	24,738	24,307	31,869
Restricted	18,106,088	4,757,183	5,568,395	9,304,724	8,464,859
Unassigned	(165,886)	(1,826,743)	-	-	-
Total Other Governmental Funds	17,951,303	2,941,510	5,593,133	9,329,031	8,496,728
Total Fund Balances of Governmental Funds	\$ 35,178,448	\$ 19,813,534	\$ 19,816,622	\$ 23,614,337	\$ 22,039,485

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

Table 3
Page 2 of 2

	2016	2015	2014	2013	2012
General fund					
Nonspendable	\$ 646,778	\$ 822,226	\$ 143,201	\$ 122,927	\$ 99,874
Restricted	626,229	518,119	400,411	281,826	173,015
Committed	3,612	685,486	-	-	-
Assigned	2,706,897	2,773,419	1,421,875	487,201	434,931
Unassigned	9,776,031	8,760,424	10,554,183	9,714,206	9,379,399
Total General Fund	13,759,547	13,559,674	12,519,670	10,606,160	10,087,219
All Other Governmental Funds					
Nonspendable	31,721	31,378	31,241	31,137	31,027
Restricted	8,165,349	6,539,985	666,317	995,269	2,184,855
Unassigned	(193,750)	-	(239,078)	-	-
Total Other Governmental Funds	8,003,320	6,571,363	458,480	1,026,406	2,215,882
Total Fund Balances of Governmental Funds	\$ 21,762,867	\$ 20,131,037	\$ 12,978,150	\$ 11,632,566	\$ 12,303,101

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

Table 4
Page 1 of 2

	2021	2020	2019	2018	2017
Revenues					
Taxes	\$ 30,974,155	\$ 29,712,771	\$ 28,389,651	\$ 27,247,421	\$ 25,509,760
Fines and forfeitures	1,219,096	780,717	866,812	957,671	1,023,556
Permits and fees	1,669,033	1,504,555	1,483,554	1,566,656	1,708,357
Intergovernmental	7,495,971	3,828,898	1,576,838	4,398,836	1,763,974
Investment earnings	48,609	274,405	518,221	313,793	184,127
Donations	264,938	274,945	290,069	396,010	434,164
Miscellaneous	124,627	719,721	18,777	181,017	165,619
Total revenues	41,796,429	37,096,012	33,143,922	35,061,404	30,789,557
Expenditures					
General government	5,591,248	5,690,428	5,336,269	5,440,888	4,975,926
Public safety	14,897,465	14,306,864	13,545,539	16,868,931	14,751,381
Public works	4,612,796	6,021,313	4,127,539	2,157,277	2,160,152
Engineering	507,933	434,976	-	-	-
Community development	1,131,498	1,139,566	1,099,154	985,309	893,663
Parks and recreation	3,715,517	3,426,521	3,796,589	3,511,146	3,339,864
Library services	1,223,726	1,182,289	1,204,415	1,200,512	1,172,245
Capital outlay	7,037,490	12,865,475	6,219,243	2,615,538	8,429,200
Debt principal payment	2,556,282	2,221,257	2,168,876	2,137,284	1,813,130
Interest and other charges	1,567,472	1,285,807	1,112,127	1,145,400	1,170,958
Total expenditures	42,841,427	48,574,496	38,609,751	36,062,285	38,706,519
Excess of revenues over (under) expenditures	(1,044,998)	(11,478,484)	(5,465,829)	(1,000,881)	(7,916,962)
Other Financing Sources (Uses)					
Sale of capital assets	21,270	72,568	6,614	9,135	12,757
Insurance recoveries	175,351	8,548	235,443	725,304	25,999
Issuance of capital related debt	13,185,000	7,795,000	-	485,305	5,605,000
Issuance of capital lease	306,329	1,791,015	-	-	756,006
Refunding bonds issued	3,050,000	2,065,000	-	-	-
Payment to refunding escrow agent	(3,321,347)	(2,372,262)	-	-	-
Premium on issuance of debt	1,451,456	753,840	-	-	435,074
Transfers in	1,751,915	1,584,985	1,473,591	1,402,989	1,364,399
Transfers out	(210,062)	(223,298)	(47,534)	(47,000)	(5,655)
Total other financing sources (uses)	16,409,912	11,475,396	1,668,114	2,575,733	8,193,580
Net change in fund balances	\$ 15,364,914	\$ (3,088)	\$ (3,797,715)	\$ 1,574,852	\$ 276,618
Debt service as a percentage of noncapital expenditures	11.7%	9.9%	10.1%	9.8%	9.9%

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

Table 4
Page 2 of 2

	2016	2015	2014	2013	2012
Revenues					
Taxes	\$ 23,533,294	\$ 22,513,317	\$ 21,335,527	\$ 20,563,848	\$ 19,630,172
Fines and forfeitures	873,872	907,557	860,257	939,380	1,037,880
Permits and fees	1,450,939	1,349,264	1,385,898	1,327,918	1,174,013
Intergovernmental	664,427	3,536,980	1,791,451	918,641	1,077,890
Investment earnings	147,403	77,947	109,117	87,330	135,483
Donations	257,724	349,325	349,166	363,413	306,119
Miscellaneous	79,435	72,837	54,989	84,673	41,410
Total revenues	27,007,094	28,807,227	25,886,405	24,285,203	23,402,967
Expenditures					
General government	4,385,321	5,343,160	4,306,143	4,250,320	4,322,631
Public safety	12,135,956	11,348,346	10,599,575	10,234,811	10,201,010
Public works	2,118,572	2,066,349	1,689,987	2,204,176	1,702,119
Engineering	-	-	-	-	-
Community development	954,103	925,947	1,092,982	1,207,264	1,520,401
Parks and recreation	3,032,979	2,917,857	2,772,072	2,675,813	2,622,970
Library services	1,096,614	1,036,843	1,083,043	1,002,801	1,004,303
Capital outlay	9,332,400	7,255,229	2,500,254	1,942,746	3,705,622
Debt principal payment	1,570,176	1,272,823	1,668,692	1,721,983	1,562,088
Interest and other charges	921,982	776,340	662,718	712,822	899,709
Total expenditures	35,548,103	32,942,894	26,375,466	25,952,736	27,540,853
Excess of revenues over (under) expenditures	(8,541,009)	(4,135,667)	(489,061)	(1,667,533)	(4,137,886)
Other Financing Sources (Uses)					
Sale of capital assets	2,743	99	6,325	27,566	9,250
Insurance recoveries	19,564	39,257	28,886	48,132	105,502
Issuance of capital related debt	7,345,000	9,595,000	-	-	8,890,000
Issuance of capital lease	-	-	-	147,318	464,270
Refunding bonds issued	-	2,840,000	-	-	-
Payment to refunding escrow agent	-	(3,058,663)	-	-	(9,425,538)
Premium on issuance of debt	1,484,593	646,746	-	-	563,666
Transfers in	1,503,442	1,544,662	1,799,344	1,973,106	1,970,819
Transfers out	(182,503)	(318,457)	-	(199,124)	(245,678)
Total other financing sources (uses)	10,172,839	11,288,644	1,834,555	1,996,998	2,332,291
Net change in fund balances	\$ 1,631,830	\$ 7,152,977	\$ 1,345,494	\$ 329,465	\$ (1,805,595)
Debt service as a percentage of noncapital expenditures	9.2%	7.5%	9.8%	10.0%	9.8%

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

Table 5
Page 1 of 2

Fiscal Year	Tax Year	Residential Property	Commercial and Industrial Property	Other Property	Total Assessed Value
2012	2011	\$ 2,584,070,993	\$ 280,043,373	\$ 230,531,859	\$ 3,094,646,225
2013	2012	2,622,105,658	286,288,277	235,960,049	3,144,353,984
2014	2013	2,695,532,057	294,316,218	238,127,209	3,227,975,484
2015	2014	2,850,404,776	300,533,643	237,028,723	3,387,967,142
2016	2015	3,156,205,930	335,006,408	206,365,157	3,697,577,495
2017	2016	3,546,622,242	320,646,912	230,805,066	4,098,074,220
2018	2017	3,795,456,220	222,328,923	376,053,145	4,393,838,288
2019	2018	3,749,539,307	227,659,302	352,044,261	4,329,242,870
2020	2019	4,078,991,715	241,927,251	414,739,865	4,735,658,831
2021	2020	4,526,853,385	290,599,941	451,358,776	5,268,812,102

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

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

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

Table 5
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Fiscal Year	Tax Year	Less: Exemptions and Tax Exempt Property	Total Taxable Value	Total Direct Tax Rate
2012	2011	\$ 706,059,683	\$ 2,388,586,542	\$ 0.59020
2013	2012	710,718,423	2,433,635,561	0.59700
2014	2013	724,153,848	2,503,821,636	0.59140
2015	2014	761,444,427	2,626,522,715	0.59140
2016	2015	776,779,458	2,920,798,037	0.56870
2017	2016	977,353,948	3,120,720,272	0.54600
2018	2017	894,716,055	3,499,122,233	0.52735
2019	2018	955,005,811	3,374,237,059	0.53240
2020	2019	1,066,920,381	3,668,738,450	0.52140
2021	2020	1,349,948,370	3,918,863,732	0.48740

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

Table 6

Fiscal Year Ended September 30,	City Direct Rates			Overlapping Rates				
	General	Debt Service	Total Direct	Friendswood Independent School District	Clear Creek Independent School District	Galveston County Consolidate Drainage District	Galveston County	Harris County
2012	\$ 0.5218	\$ 0.0684	\$ 0.5902	\$ 1.3670	\$ 1.3600	\$ 0.1400	\$ 0.6129	\$ 0.62998
2013	0.5307	0.0663	0.5970	1.3670	1.3600	0.1400	0.5999	0.62998
2014	0.5303	0.0611	0.5914	1.3670	1.4000	0.1400	0.5837	0.62998
2015	0.5303	0.0611	0.5914	1.3670	1.4000	0.1350	0.5788	0.62998
2016	0.4972	0.0715	0.5687	1.3670	1.4000	0.1150	0.5612	0.62998
2017	0.4620	0.0840	0.5460	1.3870	1.4000	0.1120	0.5462	0.62998
2018	0.4323	0.0950	0.5273	1.3670	1.4000	0.1080	0.5461	0.62998
2019	0.4372	0.0952	0.5324	1.3670	1.4000	0.1080	0.5298	0.62998
2020	0.4322	0.0893	0.5214	1.2594	1.3100	0.1122	0.5044	0.61170
2021	0.3922	0.0952	0.4874	1.3440	1.2659	0.1131	0.4651	0.59920

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

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

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

Table 7

Taxpayer	2021			2012		
	Taxable Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Value	Rank	Percentage of Total City Taxable Assessed Value
Reserve at Autumn Creek LTD	\$ 32,597,042	1	0.83%	\$ 15,468,170	1	0.65%
Bellevue at Clear Creek LP	22,640,000	2	0.58%	-	-	-
Texas-New Mexico Power Co.	19,960,100	3	0.51%	10,429,910	3	0.44%
Kroger Co.	12,914,814	4	0.33%	13,227,856	2	0.55%
Bay Meadows LLP	9,069,143	5	0.23%	-	-	-
Tannos Land Holding III LLC	8,524,060	6	0.22%	-	-	-
A-S 108 Friendswood Crossing LP	8,316,140	7	0.21%	-	-	-
The Beldon Friendswood LLC	8,000,150	8	0.20%	-	-	-
Baywood Apartments LTD	7,431,980	9	0.19%	-	-	-
Frontier Land V P L L	6,885,000	10	0.18%	-	-	-
Autumn Creek Dev LTD	-	-	-	9,627,310	4	0.40%
G&I VI Sky Hawk LP	-	-	-	8,807,817	5	0.37%
H E Butt Grocery Company	-	-	-	8,334,390	6	0.35%
HCP Friendswood LLC	-	-	-	6,995,240	7	0.29%
MB Friendswood Parkwood	-	-	-	5,861,410	8	0.25%
Friendswood Retirement	-	-	-	5,507,771	9	0.23%
Buzbee Family LTD Partnership	-	-	-	5,288,460	10	0.22%
Total	136,338,429		3.48%	89,548,334		3.75%
All other taxpayers	3,782,525,303		96.52%	2,299,038,208		96.25%
	<u>\$ 3,918,863,732</u>		<u>100.00%</u>	<u>\$ 2,388,586,542</u>		<u>100.00%</u>

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

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

Table 8

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections (adjustments) in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2012	\$ 14,068,660	\$ 13,916,558	99.51%	\$ 142,252	\$ 14,058,810	99.93%
2013	14,454,404	14,361,379	99.63%	82,502	14,443,881	99.93%
2014	14,747,526	14,656,257	99.38%	80,610	14,736,867	99.93%
2015	15,424,948	15,306,943	99.23%	104,171	15,411,114	99.91%
2016	16,431,153	16,264,080	98.98%	153,949	16,418,029	99.92%
2017	17,014,685	16,922,419	99.46%	78,475	17,000,894	99.92%
2018	17,633,192	17,554,220	99.55%	63,212	17,617,432	99.91%
2019	17,952,134	17,756,864	98.91%	170,593	17,927,457	99.86%
2020	18,682,563	18,605,868	99.59%	32,533	18,605,868	99.59%
2021	18,879,840	18,877,842	99.99%	-	18,877,842	99.99%

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

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

Table 9

Fiscal Year	Governmental Activities		Business-Type Activities		Total Primary Government	Percentage of Personal Income	Per Capita
	General Obligation Bonds	Capital Leases	General Obligation Bonds	Water Revenue Bonds			
2012	\$ 21,605,000	\$ 975,726	\$ -	\$ 34,115,000	\$ 56,695,726	0.42%	\$ 1,498
2013	20,230,000	876,981	-	32,995,000	54,101,981	0.37%	1,410
2014	18,815,000	623,407	-	31,830,000	51,268,407	0.35%	1,318
2015	24,525,285	360,584	9,875,671	24,663,416	59,424,956	0.40%	1,510
2016	31,768,805	180,408	33,238,357	6,109,871	71,297,441	0.46%	1,793
2017	36,067,806	668,284	31,160,729	5,871,129	73,767,948	0.47%	1,818
2018	34,065,657	791,305	29,028,108	5,627,385	69,512,455	0.42%	1,695
2019	32,023,508	436,620	26,845,483	27,039,600	86,345,211	0.49%	2,093
2020	38,058,822	1,861,762	24,587,858	26,037,385	90,545,827	0.49%	2,175
2021	49,809,357	1,681,709	22,310,234	40,736,057	114,537,357	0.57%	2,733

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

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

CITY OF FRIENDSWOOD, TEXAS

Table 10

**RATIOS OF NET GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
(Unaudited)**

Fiscal Year	Population	Taxable Value	General Bonded Debt Outstanding		Net General Bonded Debt	Percentage of Taxable Value Property	Per Capita
			General Obligation Bonds *	Less Debt Service Funds			
2012	37,839	\$ 2,388,586,542	\$ 22,402,761	\$ 193,714	\$ 21,411,286	0.90%	\$ 566
2013	38,369	2,433,635,561	20,967,293	134,339	20,095,661	0.83%	524
2014	38,911	2,503,821,636	19,491,826	130,147	18,684,853	0.75%	480
2015	39,458	2,626,522,715	34,400,956	147,193	34,253,763	1.30%	868
2016	39,767	2,920,798,037	65,007,162	159,686	64,847,476	2.22%	1,631
2017	40,570	3,120,720,272	67,228,535	115,152	67,113,383	2.15%	1,654
2018	41,003	3,499,122,233	63,093,765	-	63,093,765	1.80%	1,539
2019	41,253	3,374,237,059	58,868,991	18,302	58,850,689	1.74%	1,427
2020	41,637	3,668,738,450	62,646,680	31,909	62,614,771	1.71%	1,504
2021	41,916	3,918,863,732	72,119,591	10,608	72,108,983	1.84%	1,720

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

* Includes both Governmental Activities and Business-type Activities

CITY OF FRIENDSWOOD, TEXAS

Table 11

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2021

(Unaudited)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Friendswood Independent School District	\$ 201,285,000	100.00%	\$ 201,285,000
Clear Creek Independent School District	1,144,627,346	2.939%	33,640,598
Galveston County	210,083,000	8.199%	17,224,705
Harris County	2,697,314,000	0.149%	4,018,998
Subtotal, overlapping debt			256,169,301
City direct debt			<u>51,491,066</u>
Total direct and overlapping debt			<u><u>\$ 307,660,367</u></u>

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

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

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

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

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

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

The tax rate for fiscal year ended September 30, 2021 is \$0.4873 per \$100 of assessed valuation with assessed valuation being 100% of market value.

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

Table 13

Fiscal Year	Waterworks and Sewer Revenue Bonds						
	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Debt Service		Coverage	
				Principal	Interest		
2012	\$ 11,258,216	\$ 5,361,567	\$ 5,896,649	\$ 1,090,000	\$ 1,589,565	2.20	
2013	11,462,779	6,113,276	5,349,503	1,120,000	1,548,303	2.00	
2014	11,117,391	6,376,510	4,740,881	1,165,000	1,504,006	1.78	
2015	11,020,029	6,220,331	4,799,698	1,205,000	1,153,522	2.04	
2016	11,319,801	6,361,229	4,958,572	-	481,140	10.31	
2017	12,295,441	6,911,675	5,383,766	220,000	184,100	13.32	
2018	12,183,711	7,205,293	4,978,418	225,000	179,250	12.32	
2019	13,130,943	9,378,672	3,752,271	230,000	787,319	3.69	
2020	16,638,758	10,050,967	6,587,791	905,000	952,470	3.55	
2021	17,690,843	9,690,325	8,000,518	935,000	1,113,685	3.91	

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

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

Table 14

Calendar Year	Estimated Population	Personal Income	Per Capita Personal Income	Unemployment Rate
2012	37,839	\$ 13,651,835,000	\$ 45,433	5.0%
2013	38,369	14,475,816,000	47,186	4.5%
2014	38,911	14,741,197,000	46,917	3.4%
2015	39,358	14,774,880,000	47,011	3.7%
2016	39,767	15,463,890,000	47,991	4.9%
2017	40,570	15,682,608,000	47,605	4.7%
2018	41,003	16,443,373,000	49,079	4.3%
2019	41,253	17,497,755,000	51,785	3.2%
2020	41,637	18,561,154,000	54,250	5.9% ⁽¹⁾
2021	41,916	19,994,969,000	57,941	3.9%

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

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

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

Table 15

Employer	2021			2012	
	Estimated Employees	Percentage of Total Employment	Rank	Estimated Employees	Rank
Friendswood ISD	804	3.91%	1	689	1
HEB	500	2.43%	2	349	2
City of Friendswood	250	1.21%	3	239	4
Clear Creek ISD	190	0.92%	4	177	5
Kroger	165	0.80%	5	287	3
Friendship Haven Nursing Home	115	0.56%	6	125	6
McDonalds	100	0.49%	7	74	8
U.S. Post Office	75	0.36%	8	66	9
Morada (formerly Atria)	71	0.34%	9	65	10
UTMB	57	0.28%	10	62	11
Total	2,327	11.31%		2,133	

Source: City Manager's Office

Note: Percentage of total employment is based on total City employment of 20,581 for 2021.
Total City employment for 2012 is not available.

CITY OF FRIENDSWOOD, TEXAS**FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM****LAST TEN CALENDAR YEARS****(Unaudited)****Table 16****Page 1 of 2**

Function/Program	Full-time Equivalent Employees as of September 30				
	2012	2013	2014	2015	2016
General Government:					
City Attorney	-	-	-	1.00	1.00
City Manager	4.65	4.15	4.15	4.55	5.40
City Secretary	5.00	5.00	5.00	5.00	5.00
Administrative Services	28.20	28.20	28.70	28.70	27.70
Human Resources	-	-	-	-	-
Information Technology	-	-	-	-	-
Public Safety:					
Police	80.40	81.40	82.40	85.72	86.72
Fire marshal and fire	6.10	6.10	6.50	6.60	6.60
Public Works	19.33	20.33	26.33	25.33	29.00
Community Development	16.89	16.89	10.89	10.89	11.70
Engineering	-	-	-	-	-
Parks and Recreation	19.28	19.20	19.03	19.63	19.63
Library	14.72	14.37	14.37	14.62	14.62
Water	10.30	9.30	9.30	8.30	8.30
Sewer	9.00	9.00	9.00	8.00	8.00
Total City Employees:	<u>213.87</u>	<u>213.94</u>	<u>215.67</u>	<u>218.34</u>	<u>223.67</u>

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

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

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

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

CITY OF FRIENDSWOOD, TEXAS**FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM
LAST TEN CALENDAR YEARS
(Unaudited)****Table 16****Page 2 of 2**

Function/Program	Full-time Equivalent Employees as of September 30				
	2017	2018	2019	2020	2021
General Government:					
City Attorney	1.00	2.10	2.10	2.10	2.10
City Manager	5.40	5.40	5.00	6.00	6.00
City Secretary	5.00	5.00	5.00	4.00	4.00
Administrative Services	27.70	27.60	27.60	18.60	18.60
Human Resources	-	-	-	5.00	5.00
Information Technology	-	-	-	5.00	5.00
Public Safety:					
Police	88.72	87.72	90.38	90.38	90.38
Fire marshal and fire	6.60	6.60	7.20	7.20	7.20
Public Works	26.00	27.00	23.00	23.00	23.00
Community Development	11.70	10.70	10.70	10.70	10.70
Engineering	-	-	6.00	7.00	7.00
Parks and Recreation	20.90	21.90	23.10	24.50	24.90
Library	14.97	14.97	14.97	14.97	14.97
Water	8.30	9.30	9.30	9.30	9.30
Sewer	11.00	10.00	11.00	11.00	11.00
Total City Employees:	<u>227.29</u>	<u>228.29</u>	<u>235.35</u>	<u>238.75</u>	<u>239.15</u>

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

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

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

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

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

Table 17
Page 1 of 2

Function/Program	Fiscal Year				
	2012	2013	2014	2015	2016
Community Development:					
Building permits issued	1,317	1,469	1,395	1,377	1,865
Building inspections conducted	10,486	11,470	10,611	12,145	11,026
Police:					
Physical arrests	1,885	1,601	1,596	1,479	1,464
Parking violations	61	107	58	63	44
Traffic violations	6,518	5,718	5,815	4,540	5,001
Fire Marshal:					
Inspections	1,616	1,673	1,427	1,512	1,354
Fire:					
Emergency responses	2,975	2,993	3,261	3,258	3,303
Fires extinguished	86	86	116	78	76
Parks and Recreation:					
Recreation participants	16,068	18,607	15,178	16,153	21,369
Facility reservations	493	686	728	1,443	1,444
Library:					
Volumes in collection	125,251	133,865	141,383	133,165	147,726
Total volumes borrowed	355,447	367,948	367,452	350,145	301,158
Water:					
New connections	185	189	193	-	183
Water main breaks	112	193	149	57	46
Average daily consumption (thousands of gallons)	4,584	5,577	5,171	4,970	4,963
Peak daily consumption	10,896	11,505	9,917	12,623	10,472
Sewer:					
Average daily sewage treatment (thousands of gallons)	2,968	2,956	2,867	3,306	3,382
Maximum daily flow (thousands of gallons)	10,777	10,401	10,770	11,237	12,188

Source: Various City departments and prior year ACFRs

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

Table 17
Page 2 of 2

	Fiscal Year				
	2017	2018	2019	2020	2021
<u>Function/Program</u>					
Community Development:					
Building permits issued	2,177	2,788	1,465	1,605	1,658
Building inspections conducted	12,134	14,157	9,251	9,124	9,998
Police:					
Physical arrests	903	1,145	1,190	847	1,368
Parking violations	61	15	26	17	36
Traffic violations	3,669	6,785	4,468	8,807	11,081
Fire Marshal:					
Inspections	1,233	1,139	1,448	1,146	1,730
Fire:					
Emergency responses	3,599	3,720	3,655	3,650	4,405
Fires extinguished	75	80	80	65	92
Parks and Recreation:					
Recreation participants	20,556	18,299	19,657	6,027	16,907
Facility reservations	1,004	2,123	3,293	3,166	1,033
Library:					
Volumes in collection	100,678	102,852	101,532	99,930	101,061
Total volumes borrowed	341,048	348,554	342,592	271,078	340,478
Water:					
New connections	137	125	169	185	92
Water main breaks	44	116	84	41	49
Average daily consumption (thousands of gallons)	5,282	5,455	5,129	5,319	5,064
Peak daily consumption	10,110	9,475	9,390	9,927	14,041
Sewer:					
Average daily sewage treatment (thousands of gallons)	3,286	3,117	3,345	3,113	3,255
Maximum daily flow (thousands of gallons)	12,766	10,370	12,491	10,520	11,006

Source: Various City departments and prior year ACFRs

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

Table 18
Page 1 of 2

Function/Program	Fiscal Year				
	2012	2013	2014	2015	2016
Police					
Stations	1	1	1	1	1
Patrol units	25	26	27	29	31
Fire					
Stations	4	4	4	4	4
Public Works					
Streets - paved (miles)	164	165	167	169	172
Streets - unpaved (miles)	2	2	2	2	2
Traffic signals	3	3	3	3	3
Parks and Recreation					
Acreage	189	189	189	232	266
Parks	8	8	8	8	9
Swimming pool	1	1	1	1	1
Tennis courts	4	4	4	4	4
Library	1	1	1	1	1
Water					
Water mains (miles)	186	187	207	209	212
Fire hydrants	1,588	1,608	1,610	1,631	1,672
Connections	12,711	12,929	13,093	13,289	13,482
Storage capacity (thousands of gallons)	7,500	7,500	8,000	8,100	7,850
Sewer					
Sanitary sewers (miles)	162	163	194	195	198
Connections	11,828	12,072	12,236	12,407	12,378
Storm sewers (miles)	100	100	105	106	109
Treatment capacity (thousands of gallons)	4,850	4,850	12,000	9,250	9,250

Source: Various City departments and prior year ACFRs.

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

Table 18
Page 2 of 2

<u>Function/Program</u>	<u>Fiscal Year</u>				
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Police					
Stations	1	1	1	1	1
Patrol units	32	34	33	31	38
Fire					
Stations	4	4	4	4	4
Public Works					
Streets - paved (miles)	174	176	176	185	221
Streets - unpaved (miles)	2	2	2	2	2
Traffic signals	3	3	3	3	3
Parks and Recreation					
Acreage	266	266	266	266	273
Parks	9	9	10	10	10
Swimming pool	1	1	1	1	1
Tennis courts	4	4	4	4	4
Library	1	1	1	1	1
Water					
Water mains (miles)	214	216	216	216	222
Fire hydrants	1,690	1,707	1,707	1,713	1,747
Connections	13,619	13,744	13,913	14,098	14,192
Storage capacity (thousands of gallons)	7,850	7,850	7,850	7,850	7,850
Sewer					
Sanitary sewers (miles)	200	202	202	202	182
Connections	12,588	12,721	12,870	13,029	13,132
Storm sewers (miles)	110	112	112	112	117
Treatment capacity (thousands of gallons)	9,250	9,250	9,250	9,250	9,250

Source: Various City departments and prior year ACFRs.



CITY OF FRIENDSWOOD, TEXAS

FEDERAL SINGLE AUDIT REPORT

**For the Fiscal Year Ended
September 30, 2021**

CITY OF FRIENDSWOOD, TEXAS

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregately discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Friendswood, Texas (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 22, 2022. Our report includes a reference to other auditors who audited the financial statements of West Ranch Management District, as described in our report on the City's financial statement. The financial statements of West Ranch Management District were not audited in accordance with *Government Auditing Standards*.

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

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

Houston, Texas
March 22, 2022

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

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

Report on Compliance for Each Major Federal Program

We have audited the City of Friendswood, Texas' (the "City") compliance with the types of requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2021. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

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

Report on Internal Control Over Compliance

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

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

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

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

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

We have audited the financial statements of the governmental activities, the business-type activities, the aggregately discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 22, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of basic financial statements.

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

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

Whitley Penn LLP

Houston, Texas
March 22, 2022



CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2021

I. Summary of Auditors' Results

Financial Statements

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

Federal Awards

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

Identification of Major Programs:

<u>Name of Federal Program or Cluster</u>	<u>Federal Assistance Listing Number</u>
<i>Community Development Block Grant/State's Program</i>	14.228
<i>Flood Mitigation Assistance</i>	97.029
Dollar threshold used to distinguish Between Type A and Type B federal programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
For the Year Ended September 30, 2021

II. Financial Statement Findings

None Noted

III. Federal Award Findings and Questioned Costs

None Noted

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2021

Federal Grantor/Pass-Through Grantor/Program Title	Federal ALN	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed through the Texas General Land Office			
<i>Community Development Block Grant/State's Program</i>	14.228	19-147-002-B409	\$ 180,122
<i>Community Development Block Grant/State's Program</i>	14.228	19-147-002-B490	793,064
<i>Community Development Block Grant/State's Program</i>	14.228	20-065-134-C451	134,955
<i>Community Development Block Grant/State's Program</i>	14.228	20-066-045-C444	34,788
<i>Total ALN 14.228</i>			<u>1,142,929</u>
Total U.S. Department of Housing and Urban Development			<u>1,142,929</u>
U.S. Department of Justice			
Direct:			
<i>Bulletproof Vest Partnership Program - FY 18</i>	16.607	None	458
<i>Bulletproof Vest Partnership Program - FY 19</i>	16.607	None	3,120
<i>Total ALN 16.607</i>			<u>3,578</u>
Passed through the Texas Office of the Governor - Criminal Justice Division:			
<i>Crime Victim Assistance</i>	16.575	2018-V2-GX-0040	73,063
Total U.S. Department of Justice			<u>76,641</u>
U.S. Department of Treasury			
Passed through Harris County:			
<i>COVID-19 - CARES Act - Coronavirus Relief Fund (CRF)</i>	21.019	None	307,570
Total U.S. Department of Treasury			<u>307,570</u>
U.S. National Endowment for the Humanities			
Passed through the Texas State Library & Archives Commission			
<i>ILMS Reimbursement Program</i>	45.310	LS-246193-OLS-20	4,494
Total U.S. National Endowment for the Humanities			<u>4,494</u>
U.S. Department of Homeland Security			
Passed through the Texas Water Development Board:			
<i>Flood Mitigation Assistance</i>	97.029	FMA-PJ-06-TX-2018-009	1,979,213
Passed through the Texas Department of Public Safety/TDEM:			
<i>Disaster Grants - Public Assistance</i>	97.036	DR-4332	2,178,418
<i>HMGP Acquisition and Demolition Project</i>	97.039	DR-4332-056	742,447
Passed through the Texas Office of the Governor			
<i>HSGP - Friendswood Casualty Training</i>	97.067	EMW-2019-SS-000034-S01	4,480
Total U.S. Department of Homeland Security			<u>4,904,558</u>
Total Expenditures of Federal Awards			<u>\$ 6,436,192</u>

CITY OF FRIENDSWOOD, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies

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

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

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

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

Note 2 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the City under programs of the federal government for the year ended September 30, 2021. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Uniform Guidance. Because the schedule presents on a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

CITY OF FRIENDSWOOD, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended September 30, 2021

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

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

I. Prior Audit Findings

None reported

CITY OF FRIENDSWOOD, TEXAS
CORRECTIVE ACTION PLAN
For the Year Ended September 30, 2021

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

I. Corrective Action Plan

Not applicable

Fiscal Year 2021 Audit Results

Financial Statement Audit and
Federal Single Audit

Engagement Team



Dan Hernandez, CPA, CIA
Senior Manager



Lupe Garcia, CPA
Engagement Partner



Tom Pedersen, CPA
*Engagement Quality
Control Review Partner*

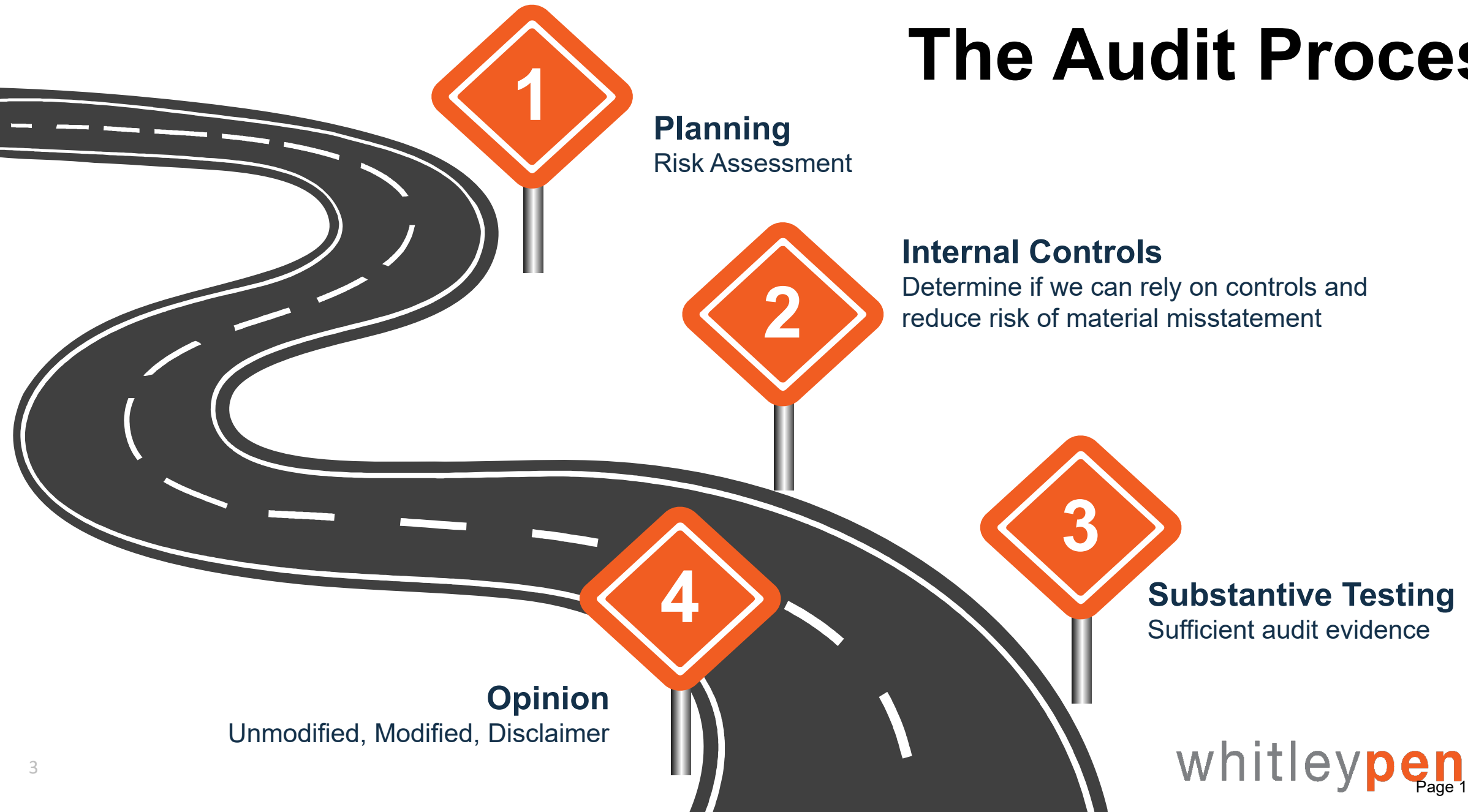


Donald Nguyen
Associate

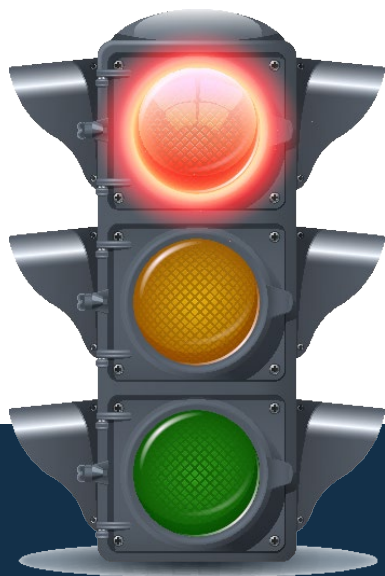


Brooke Fuller, CPA
Senior Associate

The Audit Process



Purpose of the Audit – The Opinion on the Report



Disclaimer



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



Unmodified
(Clean Opinion)

Auditor's Report on the Financial Statements

Clean Report



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

Pages 3-5 of the ACFR

Auditor's Report on Internal Control and Compliance

Clean Report



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

Pages 1-2 of the Single Audit Report

Federal Single Audit

Clean Report



- **Major Federal Programs:**
 - Community Development Block Grant (CDBG)
 - Flood Mitigation Assistance
- **No internal control findings related to each major program**
- **Unmodified opinion on compliance**
- **No instances of noncompliance or questioned costs were noted**

Pages 3-5 of the Single Audit Report

Statement of Net Position (p. 21)

- **Total Assets and Deferred Outflows: \$268.7 million**
 - Cash and investments: \$84.6 million
 - Capital assets, net of depreciation: \$171.3 million
- **Total Liabilities and Deferred Inflows: \$140.5 million**
 - G.O. and revenue bonds payable: \$103.6 million
 - Net pension liability: \$9.7 million
 - Total other post-employment benefits (OPEB) liability: \$1.9 million
- **Net Position: \$128.2 million**

Long-Term Liabilities (p. 21)

Total Primary Government (Governmental and Business-type Activities)	September 30, 2021	September 30, 2020
General obligation bonds	\$66,565,000	\$57,770,000
Revenue bonds	37,080,000	24,325,000
Capital lease	1,681,709	1,861,762
Total OPEB liability	1,947,363	1,824,671
Net pension liability	9,740,629	10,580,516
Bond premiums	9,210,648	6,589,065
Compensated absences	1,114,073	963,356
Total	\$127,339,318	\$103,914,370

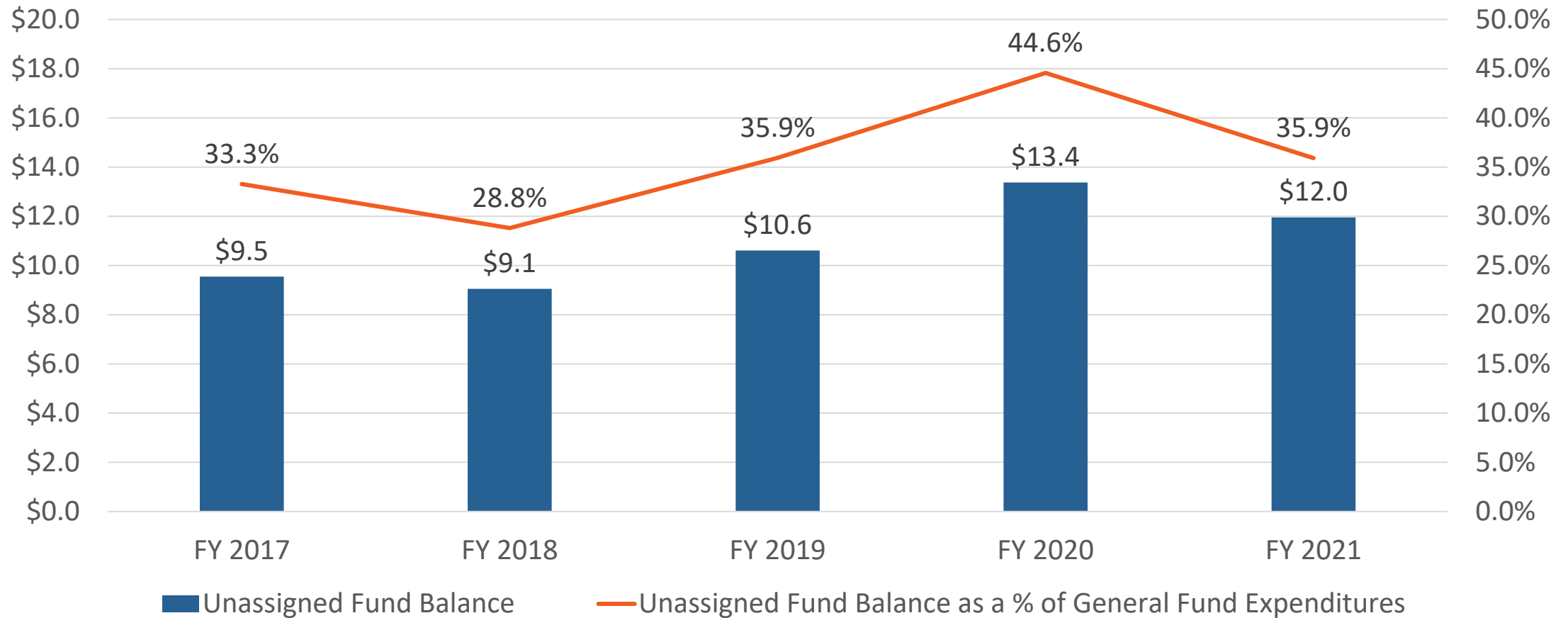
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds (p. 26)

Year ended September 30, 2021	General	Bond Construction	Non-major	Total
Total revenues	\$31,710,607	\$2,749	\$10,083,073	\$41,796,429
Total expenditures	33,278,266	1,933,715	7,629,446	42,841,427
Total other financing sources (uses), net	1,922,780	14,262,445	224,687	16,409,912
Net change in fund balances	355,121	12,331,479	2,678,314	15,364,914
Fund balance – beginning	16,872,024	2,881,036	60,474	19,813,534
Fund balance - ending	\$17,227,145	\$15,212,515	\$2,738,788	\$35,178,448

FY 2021 Budget to Actual – General Fund (pp. 72-79)

- Actual revenues of \$31.7 exceeded budgeted amounts by \$1.4M
- Actual expenditures of \$33.3M were less than budgeted expenditures by \$4.6M
- Revenues and other sources exceeded expenditures and other uses by \$0.4M
- Ending fund balance for FY 2021 totaled \$17.2M
 - \$0.3M – Nonspendable
 - \$0.6M – Restricted
 - \$4.3M – Assigned
 - \$12.0M – Unassigned

Unassigned General Fund Balance (\$M)



The City's Financial Management Policy requires that the City maintain the General Fund unassigned fund balance at a minimum of 90 days of prior year audited operating expenditures. As of September 30, 2021, \$7.3 million is set aside for this 90-day operating reserve.

Statement of Revenues, Expenses, and Changes in Net Position – Water and Sewer Fund (p. 31)

	Year Ended September 30, 2021
Operating revenues	\$17,690,843
Operating expenses	(11,686,059)
Non-operating revenues	272,007
Non-operating expenses	(1,986,306)
Transfers out	(1,541,853)
Change in net position	2,748,632
Net Position – Beginning	42,868,043
Net Position – Ending	\$45,616,675

Net Position - Water and Sewer Fund (p. 29)

	FY 2019	FY 2020	FY 2021
Net investment in capital assets	\$27,038,046	\$32,242,803	\$32,910,959
Restricted for debt service	1,912,622	2,066,530	2,514,577
Restricted for capital projects	70,044	120,201	206,888
Unrestricted	12,077,564	8,438,509	9,984,251*
Total Net Position	\$41,098,276	\$42,868,043	\$45,616,675

Unrestricted net position as of September 30, 2021, represents 103% or 376 days of operating expenses (excluding depreciation).

* Unrestricted net position includes the City's 90-day reserve requirement of \$2.4 million as of September 30, 2021.

Required Communications

Significant Accounting Policies

- The City's accounting policies and methods are appropriate and in accordance with industry standards. One pronouncement was implemented in FY 2021:
 - GASBS No. 98, *The Annual Comprehensive Financial Report*

Accounting Estimates

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

Required Communications

Difficulties Encountered in Performing the Audit

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

Corrected or Uncorrected Misstatements

- Management reviewed and approved all journal entries we proposed as a result of our audit procedures.

Disagreements with Management

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

Required Communications

Management Representations

- We have requested certain representations from management.

Consultation with Other Accountants

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

Major Issues Discussed with Management Prior to Retention

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



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Keep Friendswood Beautiful Annual Report.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. KFB report to council 2021 - Copy

Keep Friendswood Beautiful Annual Presentation:

KFB is a group of 20 committee members and numerous volunteers dedicated to enhancing the aesthetic appearance of Friendswood. We try to encourage residents to take an active role in maintaining the beauty and quality of life of our city. Teamwork and dreaming big can achieve amazing things.

I am Patty Steinke, and I currently serve as the Keep Friendswood Beautiful Chairperson.

Our team is subdivided into committees, and we work together to fulfill our mission.

Education:

One committee is **Education**. During the past year, our education committee conducted outdoor classes for children and adults. The topics included plastics in the ocean, how to properly recycle, pollinator gardening to attract beneficial insects, and fairy gardening. We invited children from our community, homeschool students and seniors from Village on the Park to these events.

Events:

We held our four signature **Events**:

Spring Sparkle & Fall Haul are events designed to allow residents to bring their green wastes and large trash items to Centennial Park. We offer paper shredding, metal recycling, and often electronic recycling. We take donations for our biannual garage sale, with the proceeds benefitting our pollinator garden in Stevenson Park (\$633). Between the two events, we collected 183 tons of material. Spring Sparkle is this Saturday, April 9th from 8 a.m. to 2 p.m. at Centennial Park.

Santa in the Park returned this year with over 8,000 people attending. The Holiday Lighted Trail returned for the second year including the letters to Santa mailbox. The annual tree lighting was spectacular. What a great annual tradition this event has become.

At our annual Tree Giveaway in January, 100 red and live oaks were distributed to Friendswood residents within one hour. Planting a tree helps improve air quality, provides habitat for wildlife, provides energy savings, reduce noise pollution. In other words, planting a tree helps improve our environment!

Adopt A Highway:

Our **Adopt A Highway** program continues. Volunteers work three times a year to clean litter and debris on Friendswood Drive from the HEB shopping area to the League City boundary, picking up approximately 12-15 bags full each time. KTB committee chair Michael Fernandez organizes this important event for us.

Fairy Trail:

Certainly, our most delightful program is the Friendswood **Fairy Trail**, designed and maintained by volunteers led by Shawn Potter and former chair, Natasha McAddo. Located in Stevenson Park, the trail received the Houston-Galveston Area Council (H-GAC) annual Parks and Natural Areas Award. Our trail will be in the book "111 Places for Kids in Houston That you Cannot Miss", to be published in the fall. It was also featured in the Houston Chronicle when DiDi the Dollar Fairy joined the group. Just this month, the Fairy Trail had over 14 thousand views on Google, 8700 searches, 72 direction requests, and 68 website visits. Special additional characters were present in the park twice this year with their own spring & winter scavenger hunts. Make sure to stop by to see the revamped fairy & troll homes now that Stevenson Park has reopened. We also now have a new fairy bench dedicated to our past chair, Natasha McAdoo, and a new wooden sign with our fairy trail map.

Pollinator Garden:

The Stevenson Park **Pollinator Garden** has also received the Houston-Galveston Area Council (H-GAC) annual Parks and Natural Areas Award recognition. This certified wildlife habitat is maintained by a group of over 10 volunteers. With over 70 different types of plants growing in the garden, many butterflies, bees, and insects can be seen at all times. Each planting is arranged with educational markers identifying different natives along with the pollinators each plant it serves; Sunflowers grew exceedingly well last season, allowing

volunteers to provide free plants and seeds to our residents. This garden is solely maintained by beautification chair, Kaye Corey and her team of 20 volunteers.

GCCA:

KFB is SO proud that we were the Category 7 winner of the **GCAA** for our outstanding efforts in community improvement for 2021. In other words, we were recognized for our outstanding overall efforts to keep our community beautiful. The \$250,000 award can be used to enhance a Texas roadway. Our plans include an entrance arch to Stevenson Park, completion of streetscaping on Friendswood Drive near Eagle Lakes, and repainting of our bridges.

Events:

Other **events** that we participated in this year include the 4th of July Parade, Vijay Mahal spearheaded this creative entry for the theme “Past, Present and Future”. We had snakes at Centennial Park in July for the Movie in the Park screening of “A Bug’s Life”. Our annual photo contest had approximately 100 entries last year. This annual event runs April 18-May 13 this year with \$850 in sponsorship prizes.

Programs:

Continuing **programs** include our \$2000 Matching Grant, which went to Windsor Estates HOA. They used these funds to enhance their entrances. All businesses and HOA’s located within the City limits of Friendswood are eligible to apply for KFB Grant Incentive Program. Applications are being accepted through April 30th.

We have 6 different groups that volunteer to maintain a bed in Stevenson Park through our Adopt a Spot program, including the centerpiece of Stevenson Park, the gazebo.

The Business Beautification Award went to three deserving businesses in 2021: The Blue Monkey, Friendswood Dermatology and JJ’s Car Wash.

Figgy:

Figgy is Keep Friendswood Beautiful mascot, a squirrel on a mission to educate everyone on keeping Friendswood beautiful and clean! Figgy is an instrumental part of the Keep Friendswood Beautiful board by participating in educational presentations, conferences, special events and is the lovable, furry face of the organization. Figgy is available for educational presentations at day cares, schools, and organizations.

Mustang Field:

Mustang Field at Old City Park is our newest project. This site will be a beautiful area in the future with wildflowers and seating. Dianna Hall organized the seeding at the KFB’s Bluebonnet patch location. Homeschool student Andrew Shelley was instrumental as he worked to complete his service project. He also donated the seeds. Kaye Corey and her junior master gardeners assisted.

Thank you:

Our committee would like to say **Thank You** the City of Friendswood Mayor, council, and staff for your continued support. The employees of Park & Rec have been tremendous, working hard and providing creative ideas and solutions. Kimberly, James, Catherine and Natalie’s diligence and professionalism are exceptional. We thank you for your support, leadership, and funding, allowing us to “Keep Friendswood Beautiful”.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the 4th of July Steering Committee Annual Report.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 4th of July Speech to Mayor and Council '22

4th of July

Good evening, Mayor and Council members. It is my pleasure to represent the Fourth of July Steering Committee again this year.

The Fourth of July Steering Committee and the City of Friendswood Parks and Recreation Department proudly present the 127th Annual Fourth of July Celebration. This year's theme is:

"Freedom for One and All"

This year July 4th is on a Monday, starting with our annual parade at 10am. The daylong event promises to be jam-packed with food, fun and entertainment for the entire family.

The day begins with our Grand Parade. It features more than 100 entries from Friendswood and around the state. This year our Grand Marshall is Haley Carter, a Friendswood Graduate, Played 4 years NCAA Division I Women's Soccer at the United States Naval Academy, Then spent eight years in the United States Marine Corps having made multiple combat deployments in support of Operation Iraqi Freedom.

In addition to her degree from the Naval Academy, Carter owns an MBA with Distinction from the [University of Liverpool](#) and a J.D. from the [University of Houston Law Center](#). Her military awards and decorations include the [Defense Meritorious Service Medal](#), the [Navy and Marine Corps Commendation Medal](#) (w/ Gold Star in Lieu of Second Award), the Joint Unit Commendation Medal, [Global War on Terrorism Medal](#), and [Iraqi Campaign Medal](#) (w/ 3 Bronze Stars). She is a Lifetime [Girl Scouts](#) member, a member of the [Girl Scouts of Southwest Texas](#) Juliette's Circle and the [Girl Scouts of San Jacinto Council](#)'s 1912 Club, and volunteers in two communities in the San Jacinto Council.

She is the namesake of the Houston Dash "Haley's Heroes" program honoring female Veterans and Servicemembers

After the Parade, in Stevenson Park there will be rides, games, food, Live entertainment and more than 50 booths until 2:30.

The evening program will be held at Centennial Park, beginning at 7:30. Free shuttle service will start running at 6:30 from Friendswood High School and Friendswood United Methodist.

This year our headline act for our event will be "Party Crashers". Following the entertainment will be a fantastic fireworks extravaganza, choreographed to patriotic music in traditional Friendswood style.

For information, sign up to be in the parade, or have a booth in Stevenson Park, please contact the Parks and Recreation Department at:

281-996-3220

We would like to thank the Parks and Recreation Department:

Director – James Toney

Michael Boyett

Kimberly Ramirez

Catherine Wood

Garrett Normoyle

Natalie Mayfield

Gary Williams and his park staff

I would also like to thank this year's 2022 Committee Members:

Michelle Bjacek

Terri Corbett

Stephanie Karacostas

Tommy McDonald

Terry McKee

Kathy Molinaro

Rufino Ramirez

Anthony Scarpa

Christine Scarpa

Lindsey Vaughn

Nancy Sims

Larry Sims

Stacy Kohn our Vice Chair

And I am Barbara Blanchard Committee Chair

Thank you for your time

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 02/17/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 2 "Establishment of districts," Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home developments.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A review of the Garden Home District (GHD) has been one of the items on the annual to-do list for the Planning and Zoning Commission. The Ordinance Subcommittee reviewed the GHD portion of the Zoning Ordinance and the full Commission discussed the recommended changes. One of the main concerns has been that GHD was classified as a multi-family development regarding classification and screening, when in reality, garden home communities are detached single-family homes with some unique characteristics. The density of 6 units per acre is comparable to the Low Density Multi-Family Zoning District (MFR-L); and when the zoning district was originally created, only multi-family districts could rezone to GHD. As detailed below, the ordinance was amended multiple times back in the 1990's and some of the characteristics of the garden home development were omitted.

The general purpose of any garden home community is to provide for less maintenance of property and home, but more freedom than typical multi-family housing (e.g., apartments) by utilizing one side of the house as the "fence" between properties, which allows more contiguous green space by creating a U-shape or inset for outdoor living (example layout provided in final report). The purpose of the amendments is to clarify the architectural requirements for garden home communities in the future. Currently, there are no undeveloped properties that are zoned MFR-GHD.

The MFR-GHD zoning district was created in 1992, followed by the amendments detailed below:

1993 Amendment:

- 1) Only multi-family districts may rezone to GHD;
- 2) Reduce front yard setback;
- 3) Allow private streets in GHD; and
- 4) Reduce interior side yard setback

1995 Amendment:

- 1) Increase lot width from 45' to 60'

1995 Amendment:

- 1) Specify private streets to be minimum 50'

1997 Amendment:

- 1) Reduce interior side setbacks; and
- 2) Measure side-yard from ROW or easement

1999 Amendment:

- 1) Remove zero lot lines

The proposed changes to the ordinance include the following:

- 1. Remove “multi-family” references from the Zoning Ordinance.
 - 2. Remove the intent being geographical limitations and flooding. Flooding is not related to the zoning district but the design of the development. Clustering homes is allowed.
 - 3. Updated definition to be detached from neighboring structures.
 - 4. Add design criteria to allow for long term maintenance of this unique type of housing.
-
- a. Roof overhang maximum 8-inches.
 - b. Gutters required if the roof slopes towards adjacent property.
 - c. Require more than 50 percent of the zero-lot-line side of the structure to be within xx feet of the zero-lot line.
 - d. Access and maintenance easement required along a zero-lot line.
 - e. Require the zero-lot-line side of the structure to comply with current building codes, which may limit openings and protrusions such as windows, etc.

At the Planning and Zoning Commission meeting held Thursday, March 10, 2022, following the public hearing, the Commission voted unanimously (6 to 0; Commissioner Hinkley was absent) to approve the referenced amendments. The P&Z final report is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The purpose of the amendments is to clarify the architectural requirements for garden home communities in the future. Currently, there are no undeveloped properties that are zoned MFR-GHD.

RECOMMENDATIONS

ATTACHMENTS

- 1. PZ Final Report re GHD Amendments 03-14-2022
- 2. Proposed Amendments to GHD zoning district - Redlines

Memo

To: Mayor and City Council

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

Date: March 14, 2022

Re: Proposed amendments to Appendix C, Zoning Ordinance, "Section 2. Establishment of Districts" and "Section 6. Non-Conforming Uses, Structures and Lots," "Section 7. Schedule of District Regulations," "Section 8. Supplementary District Regulations," and "Section 20. Definitions" to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) zoning district and establish architectural and site related requirements for garden home developments.

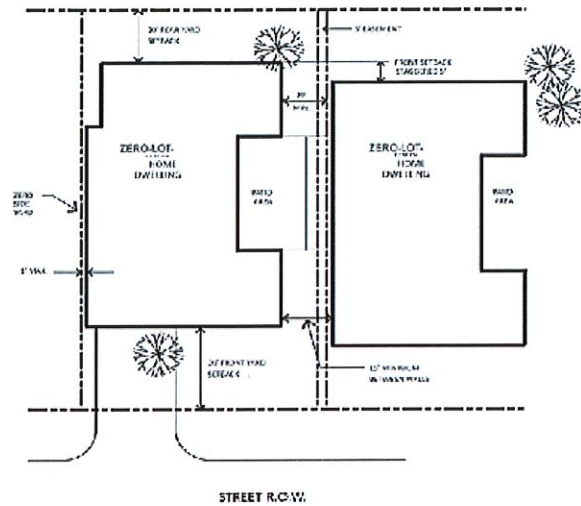


At the Planning and Zoning Commission meeting held Thursday, March 10, 2022, following the public hearing, the commission voted unanimously (6 to 0; Commissioner Hinkley was absent) to approve the referenced amendments.

As one of the items on the annual To Do List for the Commission, the Ordinance Subcommittee reviewed and updated the Garden Home District (GHD) portion of the Zoning Ordinance, and the full commission discussed the recommended changes. One of the main concerns was that GHD's were treated more as multi-family developments for classification and screening when in reality, garden home communities are detached single-family homes with some unique characteristics. The GHD's density of 6 units per acre is comparable to the Multi-Family Low-Density zoning district (MFR-L) and when the zoning district was originally created, only multi-family districts could rezone to GHD. As detailed below, the ordinance was amended multiple times back in the 1990's and staff and the Commission feels that some of the characteristics of the garden home development was missing and the ordinance could be improved.

The general purpose of most garden home communities is to provide for less exterior maintenance of property and home by the owner, but with more freedom than typical multi-family housing. GHD's typically utilize one side of the house as the "fence" between neighboring properties, which allows more contiguous green space by creating a U-shape or

inset for outdoor living. The purpose of the proposed amendments is to clarify the architectural requirements for garden home communities in the future.



The MFR-GHD zoning district was created in 1992, followed by the amendments detailed below:

1993 Amendment	1) Only multi-family districts may rezone to GHD 2) Reduce front yard setback 3) Allow private streets in GHD and 4) Reduce interior side yard setback
1995 Amendment	1) Increase lot width from 45' to 60'
1995 Amendment	1) Specify private streets to be minimum 50'
1997 Amendment	1) Reduce interior side setbacks 2) Measure side-yard from ROW or easement
1999 Amendment	1) Remove zero lot line option in MFR-L, MFR-M, and MFR-H zoning districts 2) Add Note I to require a 25-foot interior side-yard setback when abutting SFR 3) Add a 10 ft. interior side yard setback when MFR-GHD abuts any other zoning district

Several examples of garden home communities within the City include Friends Knoll, Autumn Creek (some sections), Friendswood Cove, Briar Bend and The Reserve at West Ranch.

The proposed amendments to the ordinance include the following:

- 1) Remove "multi-family" references from the Zoning Ordinance.

- 2) Remove the intent of GHD from being for geographical limitations and flooding.
Flooding is not related to the type of zoning district, but to the design of the development. Clustering homes, the grouping of residential properties on a development site to use the extra land as open space or recreation, is allowed.
- 3) Add design criteria (borrowed from City of Deer Park) to allow for long term maintenance of this unique type of housing.
- Require that fifty percent or more of one side of the structured to be located within one foot of the zero-foot side of the lot
 - Reference adopted building codes which regulates the types of openings and projections on a zero-foot set back
 - Gutters required if the roof slopes towards adjacent property.
 - Access and maintenance easement required along a zero-lot line.
- 4) Updated the definition to be detached from neighboring structures.

Currently, there are no undeveloped properties that are zoned MFR-GHD, so these changes would apply to any properties that are rezoned to Garden Home District (GHD) in the future; however, the naming change from MFR-GHD to GHD would apply to all existing zoning districts.

The Planning & Zoning Commission recommends adopting the proposed GHD ordinance changes and requests City Council's approval.

Appendix C ZONING¹

Section 1. Short title.

This appendix shall be known and may be cited as the "City of Friendswood Zoning Ordinance."

Section 2. Establishment of districts.

The city is hereby divided into the following districts:

	District		Description	Density (units per acre)
	Old	New		
A.	R-1	SFR	Single-Family Residential Dwelling District	2.7
A.1.		SFR-E	Single-Family Residential Dwelling Estate District	0.5
B.	R-2 and R-3	MFR-L	Multiple-Family Residential Dwelling District—Low	6.0
C.	R-4	MFR-M	Multiple-Family Residential Dwelling District—Medium	9.0
C.1.		GHD	Garden Home Residential District	6.0
D.	R-5	MFR-H	Multiple-Family Residential Dwelling District—Highest	12.0
E.	R-6	MHR	Mobile Home Residential Dwelling District	10.0
F.	C-1	CSC	Community Shopping Center District	
G.	C-2	NC	Neighborhood Commercial District	
G.1	G-1	LNC	Local Neighborhood Commercial District	
H.	C-3	OPD	Office Park District	
I.	C-1	DD	Downtown District	
J.		PUD	Planned Unit District	
K.		RSC	Regional Shopping Center District	

Commented [BB1]: 1993 only multi-family could rezone to GHD.

¹Editor's note(s)—Printed herein are the zoning regulations, as adopted by Ord. No. 84-15 on Nov. 19, 1984, and effective on Nov. 19, 1984. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance.

Federal law references—Preservation of local zoning authority concerning wireless telecommunications facilities, 47 USC 322(c)(7); limited Federal preemption of state and local zoning laws affecting amateur radio facilities, Memorandum Opinion and Order, PRB-1, 101 FCC 2d 952 (1985) and 47 CFR 97.15(b); Religious Land Use and Institutionalized Persons Act, 42 USC 2000cc et seq.

State law reference(s)—Municipal zoning authority, V.T.C.A., Local Government Code § 211.001 et seq.; zoning commission, V.T.C.A., Local Government Code § 211.007; comprehensive plan, V.T.C.A., Local Government Code § 213.002; board of adjustment, V.T.C.A., Local Government Code §§ 211.008—211.013; zoning districts, V.T.C.A., Local Government Code § 211.005; regulation of signs by home rule municipality, V.T.C.A., Local Government Code § 216.901; regulation of political signs by municipality, V.T.C.A., Local Government Code § 216.903; municipality may regulate parking on private property, V.T.C.A., Local Government Code § 601.001.

L.	A-1	A-1	Agricultural District	
M.	M-1	LI	Light Industrial District	
N.		I	Industrial District	
O.		BP	Business Park District	

(Ord. No. 96-14, § 1, 7-1-1996; Ord. No. 2007-18, § 1, 10-15-2007)

Section 3. Provision for official zoning map.

A. *Official zoning map.*

- (1) The boundaries of the zoning districts of the city are shown on the official zoning map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this appendix.
- (2) This official zoning map shall be identified by the signature of the mayor, attested by the city secretary and bearing the seal of the city under the following words:

"This is to certify that this is the official zoning map referred to in Section 3 of Ordinance No. 84-15, the City of Friendswood Zoning Ordinance";

Together with the date of the adoption of the ordinance from which this appendix is derived.

- (3) If, in accordance with the provisions of this appendix and chapter 283, Acts of the 40th Legislature, Regular Session, 1927, as amended, changes are made in zoning district boundaries or other matters portrayed on the official zoning map, such changes shall be entered on the official zoning map promptly after the amendment has been approved by the city council, with an entry on the official zoning map as follows:

"On (date), by official action of the city council, the following changes were made in the official zoning map: (brief description of nature of changes)";

Which entry shall be signed by the mayor and attested by the city secretary. No amendment to this appendix which involves matters portrayed on the official zoning map shall become effective until after such change and entry have been made on said map.

- (4) No changes of any nature shall be made in the official zoning map or matter shown thereon except in conformity with the procedures set forth in this appendix. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this appendix. Regardless of the existence of purported copies of the official zoning map which may be made or published from time to time, the official zoning map shall be located in the office of the city secretary and it shall be the final authority as to the current zoning status of land areas, buildings, and other structures in the city.

B. *Replacement of official zoning map.*

- (1) In the event the official zoning map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes or additions, the city council may by ordinance adopt a new official zoning map which shall supersede the prior official zoning map. The new official zoning map shall be identified by the signature of the mayor attested by the city secretary, and bearing the seal of the city under the following words:

"This is to certify that this Official Zoning Map supersedes and replaces the official zoning map adopted (date of adoption of map being replaced) as part of Ordinance No. 84-15, the City of Friendswood Zoning Ordinance."

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- (2) Unless the prior official zoning map has been lost, or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment.

Section 4. Rules for interpretation of district boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

- A. Boundaries indicated as approximately following the centerline of streets, highways, or alleys shall be construed to follow such centerlines.
- B. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
- C. Boundaries indicated as approximately following city limits shall be construed as following such city limits.
- D. Boundaries indicated as parallel to or extensions of features indicated in subsections A and B of this section shall be thus construed. Distances not specifically shown on the official zoning map shall be determined by the scale of the map.
- E. Where physical or cultural features existing on the ground are at variance with those shown on the official zoning map, or in other circumstances not covered by subsections A through D of this section, the board of adjustment shall interpret the district boundaries.
- F. Whenever any street or alley is vacated by official action of the city council, the district adjoining each side of said street or alley shall be automatically extended to the centerline of property thus vacated and all area included in the vacation shall then and henceforth be subject to all regulations of the extended zoning district or districts.
- G. Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.

Section 5. Application of district regulations.

The regulations set by this appendix within each district shall be minimum regulations and shall apply uniformly to each class or kind of structure on land, and particularly, except as herein provided:

- A. No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
- B. No building or other structure shall hereafter be erected or altered to accommodate or house a greater number of families, to occupy a greater percentage of lot area, or to have narrower or smaller front yards, side yards, rear yards, or other open spaces, in any manner contrary to the provisions of this appendix.
- C. No part of a lot area, yard or other open space, or off-street parking or loading space required about or in connection with any building or structure for the purpose of complying with this appendix, shall be included as part of a lot area, yard, open space, or off-street parking or loading space similarly required for any other building or structure.
- D. No lot or yard existing at the time of passage of the ordinance from which this appendix is derived shall be reduced in dimension or area below the minimum requirements set forth herein. Lots or yards

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created after the effective date of the ordinance from which this appendix is derived shall meet at least the minimum requirements established herein.

Section 6. Nonconforming uses, structures, and lots.

A. *Types of nonconformity.* There are three types of nonconformity as follows:

1. *Nonconforming use.* Any use of land or buildings which does not conform to the current use regulations prescribed in the city's zoning ordinance or amendments thereto.
2. *Nonconforming structure.* Any structure that does not conform to zoning ordinance provisions regulating structures, including, but not limited to, the following requirements: lot coverage area, required minimum lot dimensions, front yard, side yard, rear yard, height, parking, landscaping, buffer yards, screening, architectural design, exterior construction materials or other structural regulations of the district in which it is located.
3. *Nonconforming lot.* Any lot that fails to meet the requirements for area, width, or depth that are applicable to the zoning district in which the lot is located.

B. *Nonconforming uses.*

1. Nonconforming uses are hereby declared to be incompatible with the permitted uses in the districts involved.
2. It is the intent of this appendix to permit those nonconforming uses to continue until they are removed, but not to encourage their survival.
3. A nonconforming use or a lawful use that has become nonconforming by the future adoption or amendment of a zoning ordinance, or a nonconforming use that exists by virtue of annexation to the city, shall be permitted to exist, subject to the following:
 - a. *Enlargement.* No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied on the effective date of adoption or amendment of the ordinance from which this appendix is derived.
 - b. *Abandonment.* A nonconforming use shall terminate if the nonconforming use or premises is abandoned or discontinued for 12 months or more. The commission may determine that a use or premises which has remained vacant or unused for 12 months or more has not been discontinued under the intent of this section if the owner can state unusual circumstances of any nature that prevented or precluded use of the property during that period, in which case the property may be reoccupied and the nonconforming use reinstituted in compliance with the other provisions of this section.
 - c. *Change.* Whenever a nonconforming use has been changed to a conforming use, such nonconforming use shall be deemed to be permanently abandoned and shall not be reinstituted on the property.
 - d. *Annexation.* After annexing an area, a person may continue to use land in that area in the manner in which the land was being used on the date the annexation proceedings were instituted, except where inconsistent with V.T.C.A., Local Government Code § 43.002.
4. To avoid undue hardship, nothing in this appendix shall be deemed to require a change in the plans, construction, or designated use of any building on which an active process was lawfully begun prior to the effective date of adoption or amendment of the ordinance from which this appendix is derived and upon which an active process has been carried on diligently. The phrase "active process" is hereby defined as follows:

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- a. For land zoned single-family residential (SFR), single-family residential estate (SFR-E), or multiple-family garden home district (MFR-GHD), a development proposal must be in conjunction with a previously approved preliminary plat;
 - b. For land zoned NC (neighborhood commercial), CSC (community shopping center), DD (downtown district), LNC (local neighborhood commercial), OPD (office park district), LI (light industrial), I (industrial), BP (business park) or A-1 (agricultural), when the land is subject to a valid existing preliminary site plan in accordance with section 9; or
 - c. For land zoned MFR-H (multiple-family residential—high density), MFR-M (multiple-family residential—medium density), MFR-L (multiple-family residential—low density) or PUD (planned unit district), when a proposed specific use permit (SUP) has been heard at a joint public hearings of the city council and the planning and zoning commission.

C. *Nonconforming lots.*

1. *Development.* Development shall be permitted on any single nonconforming lot of record. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply if the lot is nonconforming only because it fails to meet the requirements for size (area, width, or depth) that are generally applicable in such district. Yard dimensions and requirements, other than those applying to area, width, or depth, any or all, of the lot shall conform to the regulations of applicable zoning district. Variance of yard requirements shall be obtained only through action of the board of adjustment. Development may still be restricted by limitations imposed by other provisions of this appendix.
2. *Subdivision.* Nonconforming lots may not be further subdivided.
3. *Combination.* Nonconforming lots may be combined and treated as a single lot for development, without platting or replatting, even if the resulting nonconforming lot is nonconforming.

D. *Nonconforming structures.*

1. It is the intent of this appendix to permit nonconforming structures to remain but to prohibit any nonconforming structure from being enlarged or altered in a manner which increases its nonconformity. Nonconforming structures can be enlarged or altered, provided the enlargement or alteration itself conforms to current regulations. If the enlarged or altered portion of the structure conforms to current regulations, the existing nonconforming portion of the structure may remain in its existing nonconforming condition.
2. Where a nonconforming structure exists, or where a lawful structure becomes nonconforming by the future adoption or amendment of an ordinance, such structure may continue to exist as long as it remains otherwise lawful, subject to the following provisions:
 - a. *Enlargement.* No such nonconforming structure shall be enlarged or altered in a manner that increases its nonconformity. Nonconforming structures can be enlarged or altered, provided the enlargement or alteration itself conforms to current regulations. If the enlarged or altered portion of the structure conforms to current regulations, the existing nonconforming portion of the structure may remain in its existing nonconforming condition.
 - b. *Abandonment.*
 - (1) When a nonconforming structure becomes vacant or is abandoned for 12 months or more, the structure shall be brought up to the current structural regulations of the district in which it is located. An abandoned or vacant structure shall not thereafter be occupied until the structure conforms to the current structural regulations of the district in which it is located.

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- (2) Abandonment of a nonconforming structure shall be determined by relevant evidence of nonuse of the structure, including, but not limited to, termination or nonuse of utilities, termination of leasehold, and evidence of lack of occupancy of the structure.
 - (3) The commission may determine that a structure which has been abandoned under the intent of this section may continue to exist if the owner can show unusual circumstances which prevented or precluded use of the structure during that period, in which case the structure may be reoccupied.

c. *Destruction or damage.*

- (1) If a nonconforming structure or portion of a nonconforming structure is destroyed or damaged by less than 50 percent of the current replacement cost of the structure by accidental means, including, but not limited to, accidental fire, windstorm, flood, civil disorder, or act of war, the structure may be restored to its preexisting nonconforming state. Such restored structure shall meet all other applicable city codes, and nothing herein shall be construed as constituting a waiver of requirements other than those governed by the zoning ordinance. If plans to restore or repair the structure are not submitted for issuance of a building permit within 12 months from the date of the destruction or damage, the structure must be replaced or restored in full conformity with current structural regulations for the district in which it is located. The commission may grant, upon written application by the property owner showing cause, a one-time extension to seek a building permit for a period not to exceed six months.
- (2) If a nonconforming structure or portion of a nonconforming structure is destroyed or damaged by 50 percent or more of the current replacement cost of the structure by accidental means, the structure must be restored in full conformity with current structural regulations for the district in which it is located.
- (3) Multifamily. Notwithstanding the foregoing, existing nonconforming multifamily dwelling developments may be rebuilt in districts MFR-H, MFR-M and MFR-L, in the event of any such damage or destruction, at the same unit per acre density that existed prior to such damage or destruction, and with no increase in the nonconformity and meeting all current codes.

d. *Relocation of structure.* Should any such nonconforming structure be moved for any reason for any distance whatever, it shall thereafter conform to the structural regulations for the district in which it is located after it is moved.

e. *Repairs and maintenance.*

- (1) On any nonconforming structure or portion of a nonconforming structure, work may be done in any period of 36 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring, or plumbing, to an extent not exceeding 50 percent of the current replacement cost of the nonconforming structure or portion of the structure, as the case may be, provided that the cubic content existing when it became nonconforming shall not be increased.
- (2) A property owner may apply to the commission for an increase in the time period or the percentage limits contained herein to enable repairs necessary for the protection of the public health, safety, and welfare.

(Ord. No. 96-14, § 2, 7-1-1996; Ord. No. 99-2, §§ 1—3, 1-18-1999; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-29, § 1, 11-3-2008; Ord. No. 2014-18, § 2, 8-4-2014)

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Section 7. Schedule of district regulations.

- A. *SFR, residential, general purpose and description.* The SFR, Single-Family Residential Dwelling District, is restricted to single-family dwellings, up to 2.7 units per acre, and to related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly convenient, and attractive residential area. Single-family residential areas shall be protected from higher density residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.
1. Area and height regulations. Area and height regulations in an SFR district are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the SFR district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an SFR district are set forth in subsection P of this section, permitted use table.
- A.1. *SFR-E, residential, general purpose and description.* The SFR-E, Single-Family Residential Estate Dwelling District, is the most restrictive residential district. The principal use of land in this district is for low-density single-family dwellings, up to 0.5 units per acre, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. Low-density residential areas shall be protected from multiple-family residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.
1. Area and height regulations. Area and height regulations in an SFR-E district, are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission with the SFR-E district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an SFR-E district are the same as SFR, and are set forth in subsection P of this section, permitted use table.
- B. *(R-2 and R-3) MFR-L, residential, general purpose and description.* The MFR-L, Multiple-Family Residential Dwelling—Low-Density District, is intended to provide for lowest-density multiple-family dwellings which may have a relatively intense concentration of dwelling units served by large open spaces consisting of common areas and recreation facilities, thereby resulting in a maximum density of six dwelling units per acre. The principal use of land may be one or several dwelling types, including multiple-family dwellings, and including two-family dwellings, garden apartments, condominiums and townhouses. Recreational, religious and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. The multiple-family residential dwelling district—low functions as a buffer or transition between commercial or higher density residential areas and lower density areas. The intent of these regulations is to allow development of property which may have a limited area suitable for residential development due to a portion of the property being flood-prone or adjacent to a district of a different zoning designation.

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1. Area and height regulations. Area and height regulations in an MFR-L district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for SFR uses permitted in MFR-L districts, all the district regulations for SFR development shall apply, including but not limited to, lot area, width and setback requirements.
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-L district are set forth in subsection P of this section, permitted use table.

C. *(R-4) MFR-M, residential, general purpose and description.* The MFR-M, Multiple-Family Residential Dwelling—Medium-Density District, is intended to provide for medium-density multiple-family dwellings which may have a relatively intense concentration of dwelling units, up to nine per acre, served by large open spaces consisting of common areas and recreation facilities, thereby resulting in medium gross densities. The principal use of land may be one or several dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums and townhouses. Recreational, religious and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. The MFR-M, multiple-family residential district, functions as a buffer or transition between commercial or higher-density residential areas, and lower-density residential areas.

1. Multifamily residential area and height regulations. Area and height regulations in an MFR-M district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L uses permitted in MFR-M districts, all the district regulations for MFR-L development shall apply, including but not limited to lot area, width and setback requirements.
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-M district are set forth in subsection P of this section, permitted use table.

C.1. *MFR-GHD, garden home residential, general purpose and description.* The GHD, Garden Home Residential District, is intended to provide multifamily low-medium-density, detached, single-family dwellings units having open space between units which exceed existing normal multi-family buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

(3) The district may be located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

1. Dwellings in the GHD utilize a zero-foot lot line along one side of the property. The intent is to utilize one side of the structure as a shared wall and create a U-shaped, garden area or patio inset on the opposite side of the structure.

2. Fifty percent or more of one side of the structure shall be located within (1) one foot of the zero-lot line. Building walls which are located on the zero-foot lot line shall meet the adopted building code requirements, which may limit the types of allowed penetrations and projections.

3. The final plat shall show graphic easements, or a plat note, that dedicates a five (5) foot wide access and maintenance easement for all lots adjacent to lots with a zero-foot lot line. The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling.

4. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the subject

Commented [BB3]: Default construction standards to International Residential Code and International Fire Code.

property. 5. The interior living area of the first floor of any two-story residential structure in GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces, and garages.

- D. *(R-5) MFR-H, residential, general purpose and description.* The MFR-H, Multiple-Family Residential Dwelling—Highest-Density District, is a residential district intended to provide for the highest residential density ranging up to 12 dwelling units per acre. The principal use of land in the district is for a wide variety of dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums, and townhouses and, subject to a specific use permit, high-rise apartments. Recreational, religious, health and educational uses normally located to service residential areas are permitted in this district in order to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. The MFR-H district is usually located adjacent to the major street and serves as a buffer or transition between commercial development or heavy automobile traffic and medium-density residential development.
1. Area and height regulations. Area and height regulations in an MFR-H district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L and MFR-M uses permitted in MFR-H districts, all the district regulations for MFR-L and MFR-M development shall apply, including but not limited to lot area, width and setback requirements.
 2. See section 8 for supplementary district regulations.
 3. Reserved.
 4. Permitted uses. Uses permitted in an MFR-H district are set forth in subsection P of this section, permitted use table.
- E. *(R-6) MHR, Mobile Home District, general purpose and description.* The MHR, Mobile Home District, is a residential district intended for mobile home development, up to ten units per acre. Recreational uses normally located in mobile home developments are permitted in this district.
1. Area and height regulations. Area and height regulations in an MHR, mobile home residential dwelling district, are set forth in section 7-Q.2, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the MHR district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an MHR district are set forth in subsection P of this section, permitted use table.
 5. Other required conditions. The provisions of Ordinance No. 129 (Mobile Home Ordinance) of the city shall apply to the MHR district.
- F. *(C-1) CSC, Community Shopping Center District, general purpose and description.* The CSC, Community Shopping Center District, is intended for a unified grouping, in one or more buildings, of several, typically between five and 20, retail and service shops or stores that provide for the regular needs and are for the convenience of the people residing in adjacent residential neighborhoods. Gross floor area in a community shopping center typically ranges from 30,000 to 100,000 square feet, and land area consists of two to ten acres in size. It is intended that the community shopping center be developed as a unit, with adequate off-street parking for customers and employees, and with appropriate landscaping and screening to ensure compatibility with surrounding residential environment. This district is ideally located at the intersection of two or more arterial or major streets with a service area of up to 1½ miles. Development of a community shopping center requires approval of a development site plan by the planning and zoning commission.

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1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the CSC district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in a CSC district are set forth in subsection P of this section, permitted use table. A specific use permit for a shopping center as a particular use is required before any building permit or certificate of occupancy may be issued in this district.
 5. No CSC district shall be created which includes less than two acres.
 6. Buildings in the CSC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.
- G. *NC, Neighborhood Commercial District, general purpose and description.* The NC, Neighborhood Commercial District, is primarily intended for retail sales, services and office activities in a mixed grouping. This designation is intended for use along major thoroughfares and collector streets where larger tracts of land can be utilized as coordinated commercial centers. This designation is intended for use of land areas between one-quarter acre and two acres. Structure size is typically between 4,000 and 20,000 square feet. Development of a neighborhood commercial district requires approval of a development site plan by the planning and zoning commission. Office uses permitted in this district shall not exceed 60 percent of the gross building and structure floor area.
1. Area and height regulations. Area and height regulations in an NC district are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the NC district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an NC district are set forth in subsection P of this section, permitted use table.
 5. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.
 6. Buildings in the NC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.
- G-1. *LNC, Local Neighborhood Commercial District, general purpose and description.* The LNC, Local Neighborhood Commercial District, is primarily intended for retail sale of convenience goods or services for persons residing in adjacent residential areas. Other uses are permitted in the LNC when they are of similar land use intensity and physical impact as those uses to be integrated into the surrounding residential area. Because the retail and personal service uses permitted may be an integral part of the neighborhood, closely associated with the residential, religious, recreational, and educational uses in the neighborhood, more restrictive requirements are placed on development relative to other commercial zoning categories. The local neighborhood district is intended for use at the entrance to residential areas and in some situations within the confines of a

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residential district. This designation is intended for use of land areas of up to one acre. Development of a local neighborhood commercial district requires approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Area and height regulations in an LNC district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning, compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the LNC district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an LNC district are set forth in subsection P of this section, permitted use table.
5. The gross building and structure floor space shall not exceed 4,000 square feet.
6. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 80 percent of the total lot area.
7. Buildings in the LNC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

H. *OPD, Office Park District, general purpose and description.* The OPD, Office Park District, is intended to encourage and permit general professional and business office development in a fashion consistent with surrounding development. This district is ideally suited as a buffer between commercial and residential areas. As such, it shall be considered for entrances and land adjacent to residential developments. The ultimate development is to provide land use intensity and landscaping consistent with surrounding areas. Development of an office park district requires approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Area and height regulations in an OPD are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the Planning and Zoning Commission within the OPD under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an OPD are set forth in subsection P of this section, permitted use table.
5. Show window or display window effects shall not be permitted and there shall be no display from windows or doors and no storage of merchandise in the building or on the premises except in quantities customarily found in professional or business offices.
6. Retail operations that are primarily for selling to office park occupants are permitted. Examples of these retail operations would be restaurants, coffee shops, office supply, barbershops, gift shops, health spas, specialty stores.
7. One caretaker's quarters unit may be provided for each office park complex.
8. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.

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9. Buildings in the OPD are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.
- I. *Downtown District (DD), general purpose and description.* The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the Planning and Zoning Commission.
1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.
 - a. No residential use shall be allowed on the first floor.
 2. See section 8 for supplementary district regulations.
 3. Permitted uses. Uses permitted in the DD are set forth in subsection P of this section, permitted use table.
 4. Buildings in the DD are encouraged to have exterior cladding of brick, masonry, stone, stucco, glass or lap sided cement fiberboard. Sheet cement fiberboards are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.
- J. *PUD, planned unit development, general purpose and description.*
- (1) *General.*
 - (a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the Planning and Zoning Commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.
 - (b) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.
 - (c) The general purposes of all PUD districts are several-fold:
 1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
 2. To accommodate innovation in development by modifying the city's land use and development regulations;
 3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;

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4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
 5. To protect and enhance the aesthetic and visual qualities of development;
 6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
 7. To promote economic development in accordance with the city's plans for such.

(2) *Application.*

- (a) Application and approval process. A development review committee meeting with staff is required prior to application for a PUD. Following the DRC meeting, the applicant will submit all required documents described below to city staff for comments and corrections prior to scheduling the public hearing.
- (b) Each PUD application shall be accompanied by payment for the processing fee as established in section 14. Advertisement and public hearings shall be held by the Planning and Zoning Commission and City Council in accordance with the notification procedure set forth for a rezoning application. Following the public hearing, the Planning and Zoning Commission shall forward the plan with its recommendation to the city council for consideration. The Planning and Zoning Commission and/or City Council may require additional information throughout the process.
- (c) An applicant may choose one of two ways to seek PUD approval:
 1. Submit all items listed below with the application and the required processing fee for rezoning. This option would allow the site plan to be approved as a part of the zone change and prevent the applicant from a second submittal after rezoning to obtain site plan approval.
 - (a) Data describing all processes and activities involved with the proposed use;
 - (b) Boundaries of the area covered by the site plan;
 - (c) The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;
 - (d) The location of existing drainage ways, and significant natural features;
 - (e) Proposed landscaping and screening buffers;
 - (f) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities and outside trash storage facilities;
 - (g) The location, height and type of each wall, fence, and all other types of screening;
 - (h) The location, height and size of all proposed signs;
 - (i) Utility and drainage plans;
 - (j) Regulation matrix designating what zoning district the development will follow;
 - (k) Data describing any variation from the typical development requirements; or
 2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the

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zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:

- (a) General land use and density plan;
 - (b) Identify proposed general uses, densities, major open spaces, circulation and access features;
 - (c) Statement indicating proposed phasing of development and the projected timing of each;
 - (d) Data describing all processes and activities involved with the proposed use;
 - (e) Regulation matrix designating what zoning district the development will follow;
 - (f) Data describing any variation from the typical development requirements.
- (3) Modification of standards proposed within a PUD.
- (a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.
 - (b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively, but shall require the owner to submit an application for an amendment to the district standards.

K. *Reserved.*

L. *A-1, Agricultural District, general purpose and description.* The A-1, Agricultural District, is intended for the growing and/or marketing of agricultural products.

- 1. Area and height regulations. Area and height regulations in an A-1 district are set forth in subsection Q.2 of this section, regulation matrix.
- 2. See section 8 for supplementary district regulations.
- 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the A-1 district under certain circumstances and conditions.
- 4. Permitted uses. Uses permitted in an A-1 district are set forth in subsection P of this section, Permitted use table. Residential development is prohibited in the A-1 district; however, dwelling quarters for onsite employees and their families are permitted provided such residential use conforms to the SFR district regulations, including lot area, width and setback requirements and parking ratio.

M. *(M-1) LI, Light Industrial District, general purpose and description.* The LI, Light Industrial District, is intended primarily for the conduct of light manufacturing, assembling, and fabrication, and for warehousing, wholesaling, and service operations. This district is designed to upgrade industrial development standards, prevent industrial blight, and protect light industrial development from incompatible residential, commercial or heavy industrial uses.

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1. Area and height regulations. Area and height regulations in an LI district are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the LI district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an LI district are set forth in section 7-P, permitted use table.
- N. *I, Industrial District, general purpose and description.* The I, Industrial District, is intended to provide for industrial uses and other uses not otherwise provided for in the other districts. The intensity of uses permitted in this district makes it necessary to separate it from all residential districts and most commercial districts wherever possible.
1. Area and height regulations. Area and height regulations in an I district are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the I district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an I district are set forth in subsection P of this section, permitted use table.
- O. *BP, Business Park District.* The BP, Business Park District, is intended to encourage and permit light manufacturing and/or service operations and auxiliary retail and wholesale sales. The business may be individually owned or leased by a common owner. The types of uses, and the design and exterior appearance shall be so controlled as to maintain the integrity and be generally compatible with adjacent surrounding residential and commercial development. All services, manufacturing and storage are to be indoors. This district shall access or abut major thoroughfare and/or collector streets. It is intended that the business park be developed as a unit. Development of a business park district shall be developed on a minimum of 10,000 square feet and shall be subject to site plan approval by the planning and zoning commission.
1. Area and height regulations. Minimum size business park 10,000 square feet, no structure within a BP shall be located within 25 feet of an exterior BP boundary (an exterior BP boundary is one that abuts a zone other than BP).
 2. See section 9 for temporary certificates of zoning compliance that may be granted by the administrative official and specific use permit that may be recommended by the planning and zoning commission within the BP district under certain circumstances and conditions.
 3. See section 8 for supplementary district regulations.
 4. Permitted uses. Uses permitted in a BP district are set forth in subsection P of this section, permitted use table.
 5. Light manufacturing is permitted only if limited to final machining, assembly, testing, processing and packaging into finished goods from raw materials produced elsewhere, such as electronic parts assembly, medical products processing, mechanical parts assembly and aerospace equipment processing.
 6. Truck docking facilities are permitted, provided they are located in the rear or side yard and screened from view of adjacent street right-of-way.
 7. Screening devices for refuse containers are required.

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8. Parking shall be designated on the parking group section of the permitted use table. However, a minimum of four parking spaces per business or four spaces per 1,000 square feet of gross building floor space for each structure, whichever is greater, is required.
 9. Performance standards shall conform to section 8.J as shown in the CSC zoning district.
 10. Exterior requirements. All buildings are encouraged to be constructed with at least 65 percent of their exterior walls, excluding doors and windows, constructed of masonry materials, or concrete construction or a combination of masonry, concrete, aluminum or glass materials, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.
 11. Except as specifically provided in the permitted use table in subsection P of this section, retail sales shall be permitted as accessory uses only and then only to the extent that such sales are sales of products manufactured or serviced on the premises. Retail sales shall not be permitted as a primary use in the BP district except where specifically authorized in said subsection P of this section.

P. *Permitted uses.*

1. *Use of land and buildings.* Buildings, structures, land or premises shall be used only in accordance with the uses specifically permitted in the zoning district classification for the site subject to compliance with parking regulations, height and area requirements, special conditions and all other requirements of the zoning ordinance.
2. *Permitted use table.* The permitted uses in each specific zoning district are shown by means of symbols in the permitted use tables on the following pages. The letter "P" in the zoning district column opposite the listed permitted use means the use is permitted as a use of right in that district. The letter "S" in the zoning district column opposite the permitted use means the use is permitted in that zoning district only obtaining a specific use permit as set forth in section 9.G. No primary use shall be permitted in any district unless the letter "P" or the letter "S" appears opposite the listed permitted use. The letter "O" in the zoning district column means that the permitted use is for office functions only. Parking requirements are in section 8.F. The letters "NP" in the PUD-Mixed Use Zoning District column means those uses so specified are not permitted under any circumstance.
3. *Uses not listed.* Primary uses not listed in the permitted use table may be permitted in any district where similar uses are permitted. The function and locational requirements of the unlisted use must be consistent with the purpose and description of the zoning district, compatible with the permitted uses in the district, and be similar in traffic-generating capacity, noise, vibration, dust, odor, glare and heat producing characteristics.
4. *Accessory use.* A use which is customarily incidental to that of the primary existing use, which is located on the same lot or premises as the primary existing use, and which has the same zoning district classification shall be permitted as an accessory use without being separately listed as a permitted use.
5. *North America Industry Classification System (NAICS) Codes.* The activity descriptions in the current NAICS Codes prepared by the United States Executive Office of the President, Office of Management and Budget, shall be used to determine the primary establishment uses when reference is made in the tables to a designated standard industrial classification. Every January, community development staff shall determine if the manual has been revised. If the manual has been revised, such revisions and changes will be summarized in a written report and presented to the planning and zoning commission. The commission will make recommendations to council regarding adoption of the revised manual and appropriate changes to the zoning ordinance permitted use table. The commission may recommend that an ad hoc committee review and propose revisions to the permitted use table.
6. *Permitted use table.*

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Residential Uses	SFR and SFR- E	GHD	MFR- L	MFR- M	MFR- H	MHR	CSC	NC	LNC	OPD	DD	A- 1	L1	I	BP
Single-Family Residence	P		P												
Garden Home Residence		P													
Multiple-Family Residence— Low Density			P	P	P										
Multiple-Family Residence— Medium Density				P	P										
Multiple-Family Residence— High Density					P										
Mobile Home Residence						P									

	2017 NAICS Industry Descriptions	SFR and SFR- E	GHD	MFR- L	MFR- M	MFR- H	MHR	CSC	NC	LNC	OPD	DD	A- 1	L1	I	BP
	Sexually oriented businesses (Ch. 62)														S	
11	<i>Agriculture, Forestry, Fishing and Hunting</i>															
111	Crop production							O	O		O	O	P			
1114	Greenhouse, nursery and floriculture production										O	O	P	S	S	O
112	Animal production							O	O		O	O	P			
113	Forestry and logging										O	O	P	S	P	
1133	Logging										O	O	S		S	
114	Fishing, hunting and trapping										O	O	P			
115	Support activities for agriculture and forestry							O	O		O	O	P		O	
21	<i>Mining</i>															
211	Oil and gas extraction										O	O	S	S	S	
212	Mining, except oil and gas										O	O	S	S	S	
213	Support activities for mining										O	O	S	S	S	
22	<i>Utilities</i>															
221	Utilities										O	O		S	P	O
23	<i>Construction</i>															
236	Construction of buildings							O	O		O	O		P	P	P
237	Heavy and civil engineering construction							O	O		O	O		P	P	S

238	Specialty trade contractors							O	O		O	O		P	P	P
31—33	<i>Manufacturing</i>															
311	Food manufacturing							O			O	O		S	S	S
311811	Retail bakeries							P	P		P					
312	Beverage and tobacco product manufacturing							O			O	O		S	S	S
313	Textile mills							O			O	O		S	S	S
314	Textile product mills							O			O	O		S	S	S
315	Apparel manufacturing							O			O	O		S	S	S
316	Leather and allied product manufacturing							O			O	O		S	P	S
3161	Leather and hide tanning and finishing							O			O	O		O	S	O
321	Wood product manufacturing							O			O	O		S	P	S
322	Paper manufacturing							O			O	O		O	S	O
323	Printing and related support activities							S			O	S		P	P	P
323113	Commercial screen printing							P	S		O	P		P	P	P
324	Petroleum and coal products manufacturing							O			O	O		S	S	S
325	Chemical manufacturing							O			O	O		S	S	S
325412	Pharmaceutical preparation manufacturing							O			O	O		P	P	P
326	Plastics and rubber products manufacturing							O			O	O		S	P	S
3262	Rubber product manufacturing							O			O	O		O	P	O
327	Nonmetallic mineral product manufacturing							O			O	O		O	P	O
331	Primary metal manufacturing							O			O	O		O	S	O
332	Fabricated metal product manufacturing							O			O	O		S	P	S
333	Machinery manufacturing							O			O	O		S	P	S

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334	Computer and electronic product manufacturing							O			O	O		P	P	P
335	Electrical equipment, appliance and component manufacturing							O			O	O		P	P	P
33591	Battery manufacturing							O			O	O		O	S	O
336	Transportation equipment manufacturing							O			O	O		S	P	S
337	Furniture and related products manufacturing							O			O	O		S	P	S
339	Miscellaneous manufacturing							O			O	O		P	P	S
3391	Medical equipment and supplies manufacturing							O			O	O		P	P	P
42	<i>Wholesale Trade</i>															
423	Merchant wholesalers, durable goods							O			O	O		P	P	P
424	Merchant wholesalers, nondurable goods							O			O	O		P	P	P
425	Wholesale electronic markets and agents and brokers							O			O	O		P	P	P
44—45	<i>Retail Trade</i>															
4411	Automobile dealers							O			O	O		P	P	O
4412	Other motor vehicle dealers							O			O	O		P	P	O
4413	Automotive parts, accessories and tire stores							P	S		O	O		P	P	P
442	Furniture and home furnishing stores							P	P		O	P		S	S	P
443	Electronics and appliance stores							P	P		O	P		S	S	P
444	Building material and garden equipment and supplies dealers							P	P		O	P		P	P	P
444190	Other building material dealers							S	S		O	O		S	S	S

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445	Food and beverage stores							P	P		O	P		S		S
446	Health and personal care stores							P	P		O	P		P		P
447	Gasoline stations							P	P		O			P	P	
447190	Other gasoline stations										O	O		S	S	
448	Clothing and clothing accessory stores							P	P		O	P				P
451	Sporting goods, hobby, book and music stores							P	P		O	P				P
452	General merchandise stores							P	P		O	P		P	P	P
453	Miscellaneous store retailers							P	P		O	P		P	P	P
4533	Used merchandise stores							P	P			P		P	P	P
45393	Manufactured (mobile) home dealers										O	O			S	
45399	All other miscellaneous store retailers							P	P			P		P	P	P
454	Nonstore retailers							S	S		O	S		S	S	S
48—49	<i>Transportation and Warehousing</i>															
481	Air transportation										O	O		O	O	O
482	Rail transportation										O	O		S	P	S
483	Water transportation										O	O		O	S	O
484	Truck transportation										O	O		P	P	S
485	Transit and ground passenger transportation							S	S		O	S		S	S	S
486	Pipeline transportation	S	S	S	S	S	S	S	S		S	S	S	S	S	S
487	Scenic and sightseeing transportation							S			O	P				P
488	Support activities for transportation							S	S		O	O		S	P	P
48841	Motor vehicle towing										O	O		S	P	O
491	Postal service							P	P		O	P		P	P	P
492	Couriers and messengers							P	P		O	P		P	P	P

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493	Warehousing and storage										O	S		P	P	P
51	<i>Information</i>															
511	Publishing industries							P			O	P		P	P	P
512	Motion picture and sound recording industries							S			O	S		S	S	S
515	Broadcasting (except internet)							S	S		O	O		P	P	P
517	Telecommunications							S	S		O	S		P	P	P
517911	Telecommunication resellers							P	P		O	P		P	P	P
518	Data processing, hosting and related services							S	S		O	S		S	P	P
519	Other information services							S	S		O	S		S	P	P
52	<i>Finance and Insurance</i>															
521	Monetary authorities—Central bank							P	P		P	P		P		P
522	Credit intermediation and related activities							P	P		P	P		P		P
522298	All other nondepository credit intermediation(i.e., pawn shops)							S			O	S		S	P	P
523	Securities, commodity contracts, and other financial investments and related activities							P	P		P	P		P		P
524	Insurance carriers and related activities							P	P		P	P		P		P
525	Funds, trusts, and other financial vehicles							P	P		P	P		P		P
53	<i>Real Estate and Rental and Leasing</i>															
531	Real estate							P	P		P	P		P	P	P
53113	Lessors of miniwarehouses and self-storage units							O	O		O	O		O	P	P
532	Rental and leasing services							P	S		O	S		P	P	P
53212	Truck, utility trailer and RV rental							O	O		O	O		O	P	P

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533	Lessors of nonfinancial intangible assets (except copyrighted works)							P	P		P	P		P	P	P
54	<i>Professional, Scientific and Technical Services</i>															
541	Professional, scientific and technical services							P	P		P	P		P		P
54138	Testing laboratories							S			O	S		S	P	P
55	<i>Management of Companies and Enterprises</i>															
551	Management of companies and enterprises							P	P		P	P		P		P
56	<i>Administration/Support Waste Management/Remediation Services</i>															
561	Administrative and support services							P	P		O	P		P		P
561730	Landscaping services							S			O	O		S	P	S
56179	Other services to buildings and dwellings							S			O	O		S	P	P
562	Waste management and remediation services										O	O		S	P	S
61	<i>Educational Services</i>															
6111	Elementary and secondary schools	S	S	S	S	S	S	S	S		O	S	S	S	S	S
6112	Junior colleges							S			O	S	S	S	S	S
6113	Colleges, universities and professional schools							S			O	S	S	S	S	S
6114	Business schools and computer and management training							S			O	S	S	S	S	S
6115	Technical and trade schools							S			O	S	S	S	S	S
6116	Other school and instruction							P	P		P	P	S	P	P	
62	<i>Health Care and Social Assistance</i>															
621	Ambulatory health care services							P	P		P	P				P
622	Hospitals							P			O	S		P		P
6231	Nursing care facilities—Skilled nursing facilities							S	S		O	S				
6232	Residential, intellectual and development	S1	S1													

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	disability, mental health, and substance abuse facilities																
623311	Continuing care retirement communities (with on-site nursing)	S1	S1					S	S		O	S					
623312	Assisted living facilities for the elderly (without on-site nursing)	S1	S1					S	S		O	S					
624	Social assistance							S			O	S					S
6244	Child day care services (childcare centers)							P	P		O	P					
6244	Child day care services (registered and/or licensed childcare home)	P	P														
71	<i>Arts, Entertainment and Recreation</i>																
7111	Performing arts							P			O	P					P
7112	Spectator sports							S			O	O					P
7113	Promoters of performing arts, sports and similar events							P			O	P					P
712	Museums, historical sites and similar institutions	S	S	S	S	S	S	P	S		O	P	S	S	S	S	S
7131	Amusement parks and arcades											S		S	P		
7132	Gambling industries																
7139	Other amusement and recreation industries											S		S	P		
713940	Fitness and recreational sports centers							P	S			P		P	P		
72	<i>Accommodation and Food Services</i>																
7211	Traveler accommodation							S			O	S		S	S	S	S
7212	RV (recreational vehicle) parks and recreational camps										O			S	S		
7213	Roominghouses and boardinghouses							S			O	S		S	S	S	S
7223	Special food services							P	P		O	P		P			P

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7224	Drinking places (more than 75% sales of alcoholic beverages)							S				S		S		S
7225	Restaurants and other eating places							P	P		O	P		P		P
81	<i>Other Services (Except Public Administration)</i>															
8111	Automotive repair and maintenance							P	S		O	S		S	P	
81112	Automotive body, paint, interior and glass repair							S	S		O	S		S	P	
8112	Electronic and precision equipment repair and maintenance							S			O	O		S	P	P
8113	Commercial and industrial machinery and equipment (except automotive and electronic repair and maintenance)							S			O	O		S	P	P
8114	Personal and household goods repair and maintenance							S			O	O		S	P	P
8121	Personal care services							P	P		P	P		P		P
8122	Death care services							S	S		O	S		S		S
8123	Dry cleaning and laundry services							P	P		P	P		P		P
8129	Other personal services							P	P		P	P		P		P
8131	Religious organizations	S	S	S	S	S	S	S	S		O	S	S			
8132	Grantmaking and giving services							O	O		O	O		O		O
8133	Social advocacy organizations							O	O		O	O		O	P	O
8134	Civic and social organizations							O	O		O	O		O	P	O
8139	Business, professional, labor, political, and similar organizations							O	O		O	O		O		O
814	Private households	P	P	P	P	P	P					P (a)	P			
92	<i>Public Administration</i>															

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921	Executive, legislative, and other general government support							P			O	P		P		P
922	Justice, public order and safety activities							P			O	P		P		P
92214	Correctional institutions														S	
923	Administration of human resource programs							P			O	P		P		P
924	Administration of environment quality programs							P			O	P		P		P
925	Administration of housing programs, urban planning, and community development							P			O	P		P		P
926	Administration of economic programs							P			O	P		P		P
927	Space research and technology							P			O	P		P		P
928	National security and international affairs							P			O	P		P		P

(a) Second floor and above.

(b) Legend:

1. P: Permitted.
2. S: Special use permit required.
3. O: Office use only.
4. Blank: Not permitted.
5. S1: Site plan approval required; these facilities shall be subject to the following additional supplemental requirements at the time the first permit, certificate of occupancy, or zoning compliance request is submitted:
 - a. A site plan shall be submitted showing the layout of the proposed site, including present and proposed structures, driveways, parking areas, loading and delivery areas, trash collection areas, or other improvements. A site plan submitted under this subsection shall be subject to review and recommendation to the city council by the planning and zoning commission and approval by the city council.
 - b. An elevation shall be submitted that shows the exterior of the structure and any and all proposed changes to any existing building, yard, or other improvements. A personal care facility shall maintain its residential

appearance. In no case will parking lots or spaces be authorized in a front yard, nor may loading and delivery areas, trash collection areas, or recreation areas be located in the front yard or so as to be visible from the street of any personal care facility.

- c. A copy of the state license authorizing the individual proposing the use to open and operate such a facility, or, if the license has not been granted, a copy of the application submitted to the state department of licensing and regulation for such a license, along with a list of the remaining approvals or requirements to be met in order to obtain such a license. Within 60 days of receipt of such license, and in any case, prior to the issuance by the city of a certificate of occupancy for the facility, a copy of such state license shall be provided to the city's building official.
 - d. No personal care facility shall be allowed to open or operate until a license has been issued by the appropriate state regulatory agency. Any facility opening or operating without a valid state license or city approved site plan shall be subject to immediate closure by the city and all remedies and penalties available under state law.
 - e. All applications filed with the city must indicate what type (A, B, or C) of facility is planned for operation under the licensing standards for personal care facilities, published by the state department of human services, so staff may evaluate the plans under the appropriate code requirements.
 - f. Compliance with all applicable city and state codes, ordinances and regulations shall be required prior to issuance of a certificate of occupancy for the operation of a personal care facility. In case of a conflict between city and state regulations, the more stringent shall control.
- (c) Notwithstanding the permitted uses depicted in this table, which are intended to address uses not otherwise regulated or restricted by federal, state, or related law for protected specific uses, it is the intention of the city to fully comply with all such legal requirements. Any applicant who is relying upon any such specific rules or regulations not otherwise addressed in this table shall provide the relevant provisions to the city for review.
- (d) *Swimming pool.* Exception for private recreation facilities under subsection (e) of this section.
- 1. If located in any residential zoning district, the pool shall be intended and used solely for the enjoyment of the occupants of the principal use of the property on which it is located and their guests.
 - 2. A swimming pool shall be deemed an accessory structure under the terms of this appendix, and shall, except as otherwise specifically provided herein, be subject to all requirements and restrictions hereunder. A swimming pool may be erected within a required rear yard, provided it is set back no closer than five feet from any rear lot line, but shall not be erected within any required front or side yard. Swimming pool pump, filter, and heating equipment may be located within a required side or rear yard, but not nearer than five feet from any side or rear property line.
- (e) *Private recreation facility.* Private recreation facilities in residential districts for multifamily developments, subdivisions, or homeowners' associations shall be restricted to use by the occupants of the residence and their guests, or by members of a club or homeowners' association and their guests, and shall be limited to such uses as swimming pools, open game fields, basketball, shuffleboard, racquetball, croquet, and tennis courts, and meeting or locker

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rooms. Private recreation facilities shall not be located within 25 feet of any street right-of-way or within ten feet of any abutting property line. Activity areas shall be fenced and screened from abutting properties. Dispensing of food and beverages shall be permitted on the premises only for the benefit of users of the recreation facility and not for the general public. Off-street parking shall be required on the basis of one space for each 4,000 square feet of area devoted to recreational use with a minimum of four spaces and a maximum of 20 spaces.

- (f) *Auto repair garage.* Automobile repairing, painting, upholstering and body and fender work shall be performed only under the following conditions:
1. All body and fender repairing shall be done within a completely enclosed building or room with stationary windows that may be opened only at intervals necessary for ingress and egress.
 2. No spray painting may be done except in a spray booth especially designed for that purpose.
 3. All other auto repairing, etc., shall be conducted within a building enclosed on at least three sides.
 4. All vehicles awaiting body repair and/or paint, not currently being worked on within the required building, shall be stored behind and completely screened by an eight-foot opaque fence. The fence must be placed as to not block visibility of traffic and allow required ingress and egress. In addition, the fence must comply with fence requirements as noted in section 8.B.
 5. Repaired vehicles, or those waiting to be repaired, cannot occupy recommended parking places.
- (g) *Temporary batching facility.* Before a specific use permit may be granted for a temporary batching facility, the city council shall find that such batching plant, yard, or building is both incidental to and necessary for construction within two miles of the plant. A specific use permit may be granted for a period of not more than 180 days, and approval shall not be granted for the same location for not more than four specific use permits during any 30-month period. Within 30 days following the termination of any batching plant, the permittee shall cause the site to be returned to its original condition.
- (h) *Junkyards.* No property located within the corporate limits of the city shall be used and no building shall be erected for or converted to be used as an auto wrecking yard, junkyard, salvage storage, scrap metal storage yard or wrecking material yard, except in the I, industrial district.
- (i) *Dry cleaning facilities.* Dry cleaning establishments shall be subject to the following additional supplemental requirements at the time of submittal for site plan approval, certificate of occupancy, first permit or zoning compliance request. Compliance with all applicable city, state and federal codes, ordinances and regulations shall be required prior to the issuance of a certificate of occupancy. In the case of a conflict between city, state and federal regulations, the more stringent shall control. Reports and copies of all documentation listed below must be provided to the city on a quarterly basis.
1. The facility may process only the clothing dropped off by customers at that location.
 2. All employees shall be certified by the equipment manufacturer before operating or maintaining the equipment at that site.
 3. The facility shall be registered with the EPA and TNRCC as a small industrial generator of hazardous waste, if required by state or federal regulations, or the owner shall provide proof that it is exempt from such registration.

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4. The facility shall have a sampling port installed on its property to allow compliance sampling by city, state, or federal agencies, of sewer effluent.
 5. Perchloroethylene waste storage shall be limited to no more than 90 days on-site.
 6. Perchloroethylene waste removal shall be handled by a third-party transporter and removed to a RCRA permitted treatment storage and disposal facility.
 7. No perchloroethylene shall be stored on-site other than in the dry cleaning machine system.
- (j) *Single tenant or occupant retail uses occupying 50,000 gross square feet or more.* The following requirements shall be in addition to the requirements of any applicable zoning district or overlay district. The following regulations also apply if any interior portion of the 50,000 gross square feet of the building envelope is subleased to another tenant or occupant not affiliated with the primary tenant or occupant:
1. Provide a noise mitigation plan to verify compliance with the city's current maximum permissible sound levels located in article IV, chapter 54 of the Code of Ordinances;
 2. Front building facades and facades fronting private or public streets with facades greater than 200 feet in length shall incorporate wall plane projections or recesses that are at least six feet deep. Projections and/or recesses must be at least 25 percent of the length of the facade. Uninterrupted lengths of facade may not exceed 100 feet in length;
 3. Buildings shall be architecturally finished on all four sides with the same architectural elements as required in subsection P.6.(j)4 of this section except the rear of the building, provided that a double row of trees is planted along the property line behind the building. In this case, the architectural finish must match the remainder of the building in color and facade material only. A double row of trees shall include trees planted on offset 50-foot centers in a 15-foot landscape buffer, where 50 percent of the trees are canopy evergreen trees; and
 4. Buildings that are 50,000 square feet or more in size must include a minimum of six of the following architectural elements. Buildings that are 100,000 square feet or more in size must include a minimum of eight of the following architectural elements or other architectural features approved by the planning and zoning commission:
 - a. Canopies, awnings or porticos.
 - b. Overhangs.
 - c. Arches.
 - d. Arcades (a series of adjoining arches).
 - e. Peaked roof forms.
 - f. Outdoor patios.
 - g. Display windows.
 - h. Architectural work, such as tile work and moldings integrated into the building facade.
 - i. Articulated ground floor levels or base.
 - j. Articulated cornice lines.
 - k. Integrated planters or wing walls that incorporate landscape and sitting areas.

- l. Offsets, reveals, or projecting ribs used to express architectural or structural bays.
- m. Accent materials (minimum 15 percent of exterior facade).
- n. Varied roof heights.
- o. Other architectural features approved by the planning and zoning commission.

Q. *District area and height regulations.*

1. No lot, parcel, premises or tract of land shall be created and no building permit shall be issued for any request that does not meet the appropriate minimum lot area, width, depth, yard and height regulations as set forth in the following tables.
2. See regulation matrix.

REGULATION MATRIX - COMMERCIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

Zoning District	Lot Area Minimum Square Feet	Lot Width Minimum Feet	Lot Depth Minimum Feet	Yards—Minimum Feet						Height Maximum Feet (b, e and k)	Landscape Requirements	Exception Notes
				Front	Rear (a)							
						Side						
						Interior		Exterior				
				When Abutting Property in a Residential District or Garden Home District	When Abutting Property in a Nonresidential District	When Backing Up to an Abutting Side Yard	When Backing Up to an Abutting Rear Yard					
CSC	15,000	100	150	30	15	25	10	25	10	40	Yes	
NC	12,000	100	120	30	15 D	25	10	25	10	40	Yes	D, H
LNC	10,000	100	100	30	15 D	25	10	25	10	40	Yes	D, I
DD	15,000 E	0	0	0	0 G 15 F	15	0	0	0	70 (max. 4 stories)	Yes	E, F, G
OPD	10,000	100	100	30	15	25	10	25	10	40	Yes	H
BP	10,000	100	100	30	25	25	10 J	25	10 J	40	Yes	J
LI	15,000	100	100	30 A	25	25	10	25	10	40	Yes	A
I	20,000	100	100	30 B	25 C	40 C	10	25 C	10 C	40	Yes	B, C

- A. When LI district is across the street from a residential district, front yard shall be a minimum of 40 feet from street R.O.W.
- B. When I district is across the street from a residential district, front yard setback shall be a minimum of 50 feet from street R.O.W.

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- C. When industrial district abuts side and/or rear residential district, setback shall be a minimum of 90 feet.
- D. When rear yard of an NC or LNC district abuts a nonresidential district, rear yard setback shall be a minimum of 15 feet.
- E. Lots within the downtown district (DD) in existence prior to the creation of the DD shall be deemed as lawfully existing and shall be allowed to develop under DD regulations. Further, tracts of any size in existence prior to the creation of the DD may be combined into larger tracts and developed, even if the aggregate size is less than 15,000 square feet. Further, no lot classified as within the DD zone may be subdivided to less than the minimum size of 15,000 square feet.
- F. When DD rear yard abuts a residential district (residential district or garden home district), rear yard setback shall be a minimum of 15 feet.
- G. When DD rear yard abuts a non-residential district, rear yard shall be a minimum of zero feet.
- H. In NC and OPD, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 90 percent of the total lot area, per subsections G.5 and H.8 of this section.
- I. In LNC, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 80 percent of the total lot area, per subsection G-1.6 of this section.
- J. In BP, no structure shall be located within 25 feet of an exterior BP boundary. An exterior BP boundary is one that abuts a zone other than BP, per subsection O.1 of this section.
- K. Height maximum includes belfries, chimneys, cooling towers, elevator bulkheads, fire towers, storage towers, monuments, ornamental towers and spires, stage towers and scenery lofts, tanks and water towers.

REGULATION MATRIX—RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards—Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear (a)	Side						
						Interior (d)	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%

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SFR Single-Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40		K	No	35%
SFR-E Single-Family—Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40		K	No	20%
MFR-L Multifamily—Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40		K	No	50%
MFR-M Multifamily—Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40		K	No	50%
MFR-H Multifamily—Highest	12	—	—	25 B	0	10 E, I	25 B	20 C	40		K	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20		K	No	50%
A-1	—	—	—	25 B	25	10 I	25 B	20 C	40		K	No	10%
GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, E	5 B, H	4 C, H	40		K	Yes D	50%

- A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.
- B. 35 feet on thoroughfares.
- C. 25 feet on thoroughfares.
- D. Zero-foot lot line on one side only, .
- E. Ten-foot minimum separation between buildings.
- F. Lots currently in existence with less than 90 feet of width may continue with the same existing setback provided they are not less than a minimum of five feet.
- G. Developer must elect either units per acre or lot area. Two-family residential units on two lots are required when lot area is elected.
- H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the drainage utility/access easement (if streets are private), whichever is greater.
- I. 25 feet when abutting land zoned single-family residential (SFR) district.

Reserved.K. Parking is required in accordance with the parking group table in the design criteria manual.

3. Area and height exceptions.

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- a. Height maximum in community shopping center (CSC), neighborhood commercial (NC), office park district (OPD), light industrial (LI), industrial (I), and business park (BP) districts may exceed 40 feet in height when the building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation, provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet.
 - b. Exceptions for community shopping center (CSC), neighborhood commercial (NC), office park district (OPD), light industrial (LI), industrial (I), and business park (BP) districts:
 - 1. On buildings or structures located in these districts, finials, crosses, and other religious symbols shall not extend more than ten feet above the building or extend more than ten feet above the allowable building height; and
 - 2. Finials, crosses and other religious symbols shall not be accessible and shall not be illuminated above the roofline.
 - c. Exceptions for the downtown district (DD):
 - 1. On buildings or structures located in the downtown district (DD), finials, crosses and other religious symbols shall not extend more than 18 feet above the building or extend more than 18 feet above the allowable building height; and
 - 2. Finials, crosses, and other religious symbols shall not be accessible and shall not be illuminated above the roofline.
 - d. Communications towers height criteria:
 - 1. Height limitations of communication towers. The maximum communication tower height, including antennae, lightning rods and accessories, in residential districts shall not exceed 40 feet and in non-residential districts shall not exceed 200 feet, unless otherwise approved by city council.
 - 2. Height limitations for communication towers placed on existing buildings. Communication towers and antennae, which are located on top of buildings or structures shall not be more than 30 percent of the structure height above the structure.
 - 3. This section applies to telecommunication towers, ham radio and television antennas, microwave relay, radio and television transmission towers.
 - e. Buildings or structures located in a planned unit development (PUD): Buildings and structures located in a planned unit development (PUD) shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a PUD application will be as established in the ordinance authorizing and approving the PUD.
 - f. Accessory buildings or structures in residential districts: Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.
 - g. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.
 - h. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements, provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners,

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is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

- i. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.
- j. Stairs in certain situations. In residential zoning districts that have minimum front yard requirements, uncovered stairways associated with a residential use may project into the required front yard but shall remain a minimum of ten feet from the front property line, if:
 1. A building is being elevated or reconstructed on an existing foundation to meet or exceed current city floodplain standards; and
 2. The stairway projection into the required front yard is limited to the minimum area required to meet elevation standards; and the stairway, at its widest point, shall not exceed ten feet.

(Ord. No. 85-37, § 1, 1-6-1986; Ord. No. 89-10, §§ 1—3, 9-11-1989; Ord. No. 89-18, § 1, 11-16-1989; Ord. No. 90-5, § 2, 3-5-1990; Ord. No. 90-6, §§ 1, 2, 3-19-1990; Ord. No. 90-18, § 1, 7-23-1990; Ord. No. 92-15, § 1, 10-5-1992; Ord. No. 92-16, §§ 1, 2, 10-19-1992; Ord. No. 93-5, §§ 1—3, 4-19-1993; Ord. No. 93-8, § 1, 6-7-1993; Ord. No. 94-4, § 1, 4-18-1994; Ord. No. 95-12, § 1, 5-15-1995; Ord. No. 95-4, § 1, 7-24-1995; Ord. No. 95-31, 12-4-1995; Ord. No. 96-10, § 1, 6-3-1996; Ord. No. 96-14, § 3—7, 7-1-1996; Ord. No. 97-5, §§ 1—4, 3-3-1997; Ord. No. 98-1, §§ 1—5, 4-20-1998; Ord. No. 98-14, § 1, 8-17-1998; Ord. No. 98-17, § 1, 9-14-1998; Ord. No. 99-3, §§ 2—7, 1-18-1999; Ord. No. 99-6, §§ 1—7, 13, 1-18-1999; Ord. No. 99-7, § 1, 1-18-1999; Ord. No. 99-11, § 1, 7-26-1999; Ord. No. 99-21, § 2, 10-18-1999; Ord. No. 99-23, §§ 1—3, 10-18-1999; Ord. No. 2000-22, §§ 1, 3, 8-7-2000; Ord. No. 2000-24, § 1, 8-7-2000; Ord. No. 2000-23, §§ 2—4, 8-21-2000; Ord. No. 2000-26, §§ 1, 2, 8-7-2000; Ord. No. 2000-45, §§ 1, 2, 12-18-2000; Ord. No. 2002-1, §§ 1, 2, 1-21-2002; Ord. No. 2004-11, §§ 1—3, 8-2-2004; Ord. No. 2004-12, §§ 1—3, 8-2-2004; Ord. No. 2004-08, §§ 1—4, 8-16-2004; Ord. No. 2004-21, § 1, 12-6-2004; Ord. No. 2005-32, § 1, 10-17-2005; Ord. No. 2005-33, §§ 2, 3, 10-17-2005; Ord. No. 2006-15, § 1, 7-24-2006; Ord. No. 2007-04, § 1, 4-2-2007; Ord. No. 2007-11, § 2, 10-1-2007; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-06, § 2, 2-18-2008; Ord. No. 2008-16, §§ 1, 2, 7-21-2008; Ord. No. 2008-28, §§ 1, 2, 11-3-2008; Ord. No. 2008-41, § 1, 11-17-2008; Ord. No. 2009-10, § 1, 6-15-2009; Ord. No. 2009-09, §§ 1, 2, 8-3-2009; Ord. No. 2009-25, § 1, 1-4-2010; Ord. No. 2010-11, §§ 1—11(exh. A), 4-19-2010; Ord. No. 2010-41, § 1, 1-10-2011; Ord. No. 2011-14, § 1, 4-18-2011; Ord. No. 2011-35, §§ 2, 5(exh. A), 6(exh. A), 12-5-2011; Ord. No. 2011-36, § 2(exh. A), 12-5-2011; Ord. No. 2012-31, § 1(exh. A), 12-3-2012; Ord. No. 2013-09, § 2, 5-6-2013; Ord. No. 2013-45, § 4(exh. A), 12-2-2013; Ord. No. 2014-05, § 2(exh. A), 4-7-2014; Ord. No. 2016-10, § 2(exh. A), 4-4-2016; Ord. No. 2017-07, § 2, 3-6-2017; Ord. No. 2018-15, §§ 2(exh. A), 3(exh. B), 7-2-2018; Ord. No. 2018-16, § 2(exh. A), 7-2-2018; Ord. No. 2019-18, § 2, 6-3-2019; Ord. No. 2019-19, § 5, 6-3-2019; Ord. No. 2020-04, § 2, 2-3-2020; Ord. No. 2020-17, § 2(Exh. A), 4-6-2020; Ord. No. 2020-44, § 2, 12-7-2020; Ord. No. 2021-04, §§ 2, 3, 3-1-2021; Ord. No. 2021-05, § 2, 3-1-2021)

Section 8. Supplementary district regulations.

- A. *Visibility at intersections in residential districts.* On a corner lot in any residential district, hedges and vegetation shall not be planted or allowed to grow in such a manner to materially impede vision between a height of 2½ feet and ten feet above the centerline grades of the intersecting streets in the area bounded by the street lines on such corner lots and a line joining points along said street lines 25 feet from the point of the intersection.
- B. *Fences and walls.* Except as provided below, fences and walls are permitted in or along the edge of any required yard. However, no fence or wall shall be constructed on any exterior side yard so as to constitute a hazardous visual obstruction to traffic in any direction, and the same must conform to subsection A of this section. Additionally, fences and walls may only be constructed in front yards on lots adjacent to FM 528, FM

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2351, and FM 518 north of FM 2351 and south of FM 528 or on lots greater than two acres, provided that no hazardous visual obstruction is created. On residential lots, decorative, transparent fences may be constructed in front yards on lots greater than two acres or that have a minimum lot width of 150 feet at the street. Chain-link and barbed wire fences are prohibited in the front yards in residential districts. Additionally, all fences must be installed with the finished side facing outward. Exception: any size lot may construct a fence when all adjoining lots facing the same right-of-way or private street have existing compliant fences in the front yard.

- C. *Accessory buildings.* Except as specifically permitted by this appendix, no accessory building shall be erected in any required yard, and no separate accessory building shall be erected within five feet of any other buildings.
- D. *Erection of more than one principal structure on a lot.* In any district, more than one structure housing a permitted or permissible principal use may be erected on a single lot, provided that yard, street frontage, and other requirements of this appendix shall be met for each structure as though it were on an individual lot.
- E. *Structures to have access.* Every building hereafter erected shall be on a lot adjacent to a public street, an approved private street, or provide written documentation for shared access agreements, and all structures shall be so located on lots as to provide safe and convenient access for servicing, fire protection, shared parking and/or off-street parking.
- F. *Off-street parking and loading regulations.* It is the intent of this section to ensure that adequate off-street parking and loading is provided with the construction, alteration, remodeling or change of use of any building or change of use of land. Specific guidelines regarding recommended off-street parking spaces and parking lot geometrics shall comply with the requirements of the current Design Criteria Manual.
 - 1. Approval by the Planning and Zoning Commission shall be required of parking area layouts and design of all off-street parking, including shared parking areas, with the recommendation by the city engineer. The city engineer shall render to the Planning and Zoning Commission his recommendation regarding the usability of the proposed parking spaces, and the adequacy of vehicular circulation patterns.
 - 2. The owner and the occupier of any property upon which a business is located shall provide loading and unloading areas of sufficient number and facility to accommodate on such business premises all vehicles that will be reasonably expected to simultaneously deliver or receive materials or merchandise, and of sufficient size to accommodate all types of vehicles that will be reasonably expected to engage in such loading or unloading activities.
 - 3. Any person desiring a building permit for the construction, alteration, or change of use of the land or any business building or structure shall submit a plot plan to the building official designating the number, dimensions and locations of all loading areas and all proposed avenues of ingress and egress to the property from adjacent public thoroughfares. The building official shall not issue such permit if it is determined that the proposed loading and unloading facilities will present a direct or indirect hazard to vehicular or pedestrian traffic.
- G. *Reserved.*
- H. *Reserved.*
- I. *Landscaping and screening requirements.*
 - 1. *Purpose.* The provisions of this subsection I for the installation and maintenance of landscaping and screening are intended to protect the character and stability of residential, commercial, institutional and industrial areas, to conserve the value of land and buildings of surrounding properties and neighborhoods, and to enhance the aesthetic and visual image of the community. In furtherance thereof, trees utilized to comply with the requirements of this subsection I shall be of a type contained

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in the list of qualified trees approved from time to time by the city council and contained in the city's design criteria manual ("Qualified Tree List").

2. *Perimeter landscaping and screening.*

a. *Adjacent property, buffer maintenance and installation.*

- (1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property.
- (2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement.
- (3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.
- (4) The commission may consider alternate screening plans for uses interior to a common development.

a-1. *Adjacent property, buffering streets.* All land zoned commercial or industrial, as that term is defined in this section, shall have a minimum ten-foot landscaped open space adjacent to each public right-of-way located within the required yard.

b. *Trees for buffer strips.* If an open space buffer strip is required under the terms of this subsection I, not less than one tree, whether existing or planted, shall be maintained for each 25 lineal feet or portion thereof of solid open space buffer strip.

b-1. *Landscape trees.* All required trees for landscaping shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.

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c. *Off-street parking landscaping.*

- (1) All areas, other than those located within the industrial district, that are used for parking or display of vehicles, boats, construction equipment or production equipment, shall conform to the minimum landscaping requirements of this subsection 2.c. Areas that are of a drive-in nature, such as filling stations, grocery stores, banks and restaurants also, shall conform to the minimum landscaping requirements of this subsection 2.c.
- (2) It is the intent of this subsection 2.c to promote the placement of trees along the thoroughfares of the city. Therefore, at least 50 percent of the required trees shall be located between the street and any buildings. No tree other than those species listed as small trees (size 3) on the qualified tree list may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.
- (3) Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

- (4) All planted islands shall have curbs of sufficient height and width to contain the planted island.
- (5) Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.
- (6) Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.
- (7) All trees required in this subsection 2.c shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.
- (8) If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.
- (9) All plants shall receive proper irrigation to encourage deep root growth and survivability.

d. *Existing plant material.*

- (1) Where healthy planting exists on a site, the building official shall credit the property owner for existing plants that are retained and used when calculating vegetation requirements under this section. When healthy trees exist on a site, and when they are equivalent in size and species to those required by this subsection, the building official shall credit the property owner for existing trees that are retained and used when calculating requirements under this subsection.

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- (2) Existing landscape areas to be retained shall be protected from vehicular encroachment and damage during and after the construction phase by appropriate barriers. Parking or storing of vehicles, equipment, or materials is not allowed within the protective root zone.
 - (3) Protective barricades are to be installed around all protected trees prior to any construction activities on a development site. Barricades are to be installed a minimum of ten-feet from a protected tree or at the designated protective root zone.
 - (4) Protective barricades may be removed only to prepare the development site for final landscaping activities.
- e. *Maintenance and care of trees.*
- (1) *Maintenance period for trees.* For any tree installed in fulfillment of the requirements of this appendix, or any previously existing tree used in fulfillment of the requirements of this appendix, it shall be the responsibility of the then property owner to maintain such tree in a healthy condition. In the event of serious damage, disease or death of the tree, or if the tree should otherwise fail to survive, the then property owner shall, at his sole cost and expense, replace it with a tree that meets the requirements of this appendix, within 120 days from the date of notification by the city.
 - (2) *Pruning of trees.* It shall be unlawful as a normal practice for any person, firm or city department to top any tree on public property. Topping is hereby defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from the requirements of this appendix at the determination of the building official.
 - (3) *Maintenance of trees over rights-of-way.*
 - (a) Any entity pruning trees located in public rights-of-way or in excavating in rights-of-way or in easements shall be required to notify the city building official and to prepare such plans or outline such programs as the official deems necessary. The building official's permission must be secured before such work may begin. A developer shall have the responsibility to verify that such approval has been granted prior to the installation of utilities within easements on the developer's property.
 - (b) Every owner of any tree overhanging an [on any] street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right, with 14 days advance notice to the owner or agent, to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.
 - (c) It is prohibited to cut trees or clear vegetation on public rights-of-way to provide better view of off-premise signs.
 - (4) *Removal of hazardous trees.* The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property or harbor insects or disease which constitute a potential threat to

other trees within the city. The city will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal on the owners' property tax notice.

f. *Preserving trees; historical significance.*

- (1) *Findings.* The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settlers members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.
- (2) *Purpose.* It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.
- (3) *Tree survey required.*
 - (a) A tree survey showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, shall be required for:
 - (i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);
 - (ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and
 - (iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development cluster home (PUC—ClusterHome), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.
 - (b) If the property contains no trees fitting the description in subsection (a) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").
 - (c) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.
 - (d) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community

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development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

- (4) *Site plan to include trees.*
- (a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal during construction. Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.
 - (b) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."
- (5) *Review and acceptance of site plan.* Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.
- (6) *Mitigation and incentives.*
- (a) Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.
 - (b) Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."
 - (c) Mitigation shall be required, on a one-for-one basis, for every tree with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting one Class 1 or Class 2 tree from the qualified tree list.
 - (d) New trees used for mitigation purposes or for landscaping shall have a caliper of at least three inches, measured at a point 18 inches above the natural ground level.
 - (e) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.
 - (f) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. Compensating trees shall be placed on public property, as near as reasonably practicable to the development site, and may be accomplished by donating a tree in kind, or by payment to the city of such

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amounts as may be established from time to time by city council, based on the city's actual costs of acquisition. Compensating trees shall be planted within the time periods required for replacement trees.

- (g) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) *Tree protection.* Property owners shall be required to ensure that each of the trees identified as "protected" on the site plan survives. If a tree identified as "protected" fails to survive, the property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of notification by the city, with a Class 1 or Class 2 tree from the qualified tree list, which has a minimum caliper of three inches, measured 18 inches above natural ground level.

- g. One tree required for each lot developed for single-family residential use. Each lot developed for single-family residential use shall have one of the qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.
- h. Exception for lots used for single-family residential dwelling purposes. Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per section 8.1.g.

J. *Performance standards.*

- 1. *Compliance required.* Except as otherwise provided herein, no land, building or structure in any district shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable fire, explosive, or other hazard; noise or vibration; smoke, dust, or other form of air pollution; heat, cold, dampness, electrical or other substance, condition or dangerous element in such a manner or in such amount as to adversely affect the surrounding area or adjoining premises. Permitted uses as set forth in this appendix shall be undertaken and maintained only if they conform to the regulations of the section.
- 2. *Performance standard regulations.* The following standards shall apply in the various zoning districts as indicated:
 - a. *Exterior noise.* Noise standards shall apply to all property owners within the city and shall be in accordance with chapter 54, Offenses and Miscellaneous Provisions, article IV, Noise, of the Code of Ordinances.
 - b. *Vibration.* No vibration from any use within any zoning district shall be permitted which is perceptible without instruments at any residential property line within any residential zoning district.
 - c. *Lighting and glare.*
 - (i) *Prohibited.* It shall be unlawful for any person to cause or permit to be energized on property under his possession or control any lighting, including, but not limited to, spotlights, floodlights or similar illuminating devices which project a glare or brightness, in excess of the standards described below, directly or indirectly upon any lot, tract, or parcel

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of land, other than that upon which such lighting is situated, which shall annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others, within the limits of the city.

- (ii) *Permitted.* All lighting in the city consisting of spotlights, floodlights, or similar illuminating devices shall be installed, hooded, regulated and maintained by the owner or person in control thereof in such a manner that the direct beam of any such light shall be oriented so that it will not glare upon any lot, tract, or parcel of land other than that upon which it is situated and so that it will not cause or permit any illumination from direct or indirect lighting in, on, or over the ground at or beyond the boundary of the lot, parcel, or tract above the following levels:
 - 1. One footcandle where the adjacent development is zoned for nonresidential uses.
 - 2. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.
- (iii) *Shielding required.* All exterior light sources visible to pedestrian or vehicular off-premises traffic are required to be shielded, except as provided below, so that the light source is not visible to said pedestrian or vehicular traffic. Lights elevated on standards, for example in parking areas, shall be side-shielded on pedestrian or off-premises vehicular travel sides. Lighting mounted on low standards (such as bollard lights) is the preferred method for illuminating smaller parking areas and walkways.
- (iv) *Exceptions.*
 - (1) Unshielded lighting facing pedestrian or off-premises vehicular sides of the property shall be permitted, provided the light source is not in excess of 1,700 lumens.
 - (2) Historical-style or architectural lighting visible to pedestrian or vehicular off-premises traffic shall be permitted, provided that the fixture or fixtures does not cause or permit any illumination in, on, or over the ground at or beyond the boundary of the lot, parcel, or tract above the following levels:
 - a. One footcandle where the adjacent development is zoned for nonresidential uses.
 - b. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.
 - (3) *Common developments.* The maximum footcandle allowed at an interior lot line shall not exceed five footcandles. Each phase of development must comply with lighting requirements applicable to exterior lot lines.
- (v) *Compliance required.* This appendix shall apply for all new facilities upon adoption and publication as required by law. All existing facilities with lighting in place on the date of adoption shall comply with the requirements herein within 24 months after the effective date of the ordinance from which this appendix is derived by installing shielding, redirecting lights, or other steps necessary for compliance. The commission may grant a one-time extension of up to an additional 24 months if the property owner or agent can demonstrate hardship, including undue expense related to the time requirement for facilities replacement. Further, existing publicly owned facilities shall be required to comply with the requirements herein at such time as the facilities undergo renovation to the exterior or where overall renovation exceed 50 percent of the costs of construction of the

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existing facilities. Welding, new construction and repairs of facilities shall be exempt from these regulations, provided, however, that no requirements will be imposed in derogation of federal or state safety and health regulations.

- d. *Particulate air contaminants.* No emissions, dust, fumes, vapors, gases, or other forms of air pollution shall be permitted in violation of the rules and regulations of the state air control board and the environmental protection agency.
- 3. *Exceptions from performance standards.* The owner or operator of any building, structure, operation or use which violates any performance standard may file an application for a variance from the provisions thereof wherein the applicant shall set forth all actions taken to comply with said provisions and the reasons why immediate compliance cannot be achieved. The board of adjustment may grant exceptions with respect to time of compliance, subject to such terms, conditions and requirements as it may deem reasonable to achieve maximum feasible compliance with the provisions of this section. In its determinations, the board of adjustment shall consider the following:
 - a. The magnitude of the nuisance caused by the violation.
 - b. The uses of property within the area of impingement by the violation.
 - c. The time factors related to study, design, financing and construction of remedial work.
 - d. The economic factors relating to age and useful life of the equipment.
 - e. The general public interest, welfare and safety.
- K. *Sign regulations.* The sign regulations are printed in Appendix A to this Code.
- L. *Screening for dumpsters and recycling storage containers.*
 - 1. *Dumpsters and recycling collection areas.*
 - a. Dumpsters and recycling collection areas shall be located to minimize their visibility from public streets.
 - b. Dumpsters and recycling receptacles shall be screened to a height sufficient to screen the refuse from public view.
 - c. Dumpsters and recycling collection enclosures shall contain permanent walls on three sides with the service opening not directly abutting a public sidewalk. The fourth side shall incorporate enclosure doors.
 - d. The opening for removal of the dumpster or recycling receptacle for collection is a minimum of 12 feet to allow for proper access when it is serviced. For every dumpster added, an additional ten feet in width is required.
- M. *Commercial activities and outdoor sales.*
 - 1. *Commercial activities.*
 - (a) *Permanent structure required.* Except as herein provided, every business within the city must be operated out of a permanent, stationary, site-built building.
 - (b) *Temporary construction structures.* Temporary buildings and building material storage areas to be used for construction purposes may be permitted for a specific period of time in accordance with a permit issued by the building official for a period not exceeding the period of construction. Upon completion or abandonment of construction, such field offices and buildings shall be removed at the owner's expense. Such uses shall be located on a platted lot, and may not be placed on-site until improvements are accepted by the council, or in the case of developed sites where improvements exist, until a permit is issued.

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- (c) *Temporary sales structures.* Temporary buildings for temporary sales offices, and temporary off-street parking areas, may be permitted in conjunction with new home sales. Such uses shall be located on a platted lot, may not be placed on-site until improvements are accepted by the council, or in the case of developed sites where improvements exist, until a permit is issued. Such structures and parking areas shall be removed when the subdivision is sold out. One temporary sales office is permitted per builder in a subdivision.
 - (d) *Businesses creating nuisance.* Any business operating within a temporary structure as authorized above that constitutes a public nuisance to the surrounding neighbors or endangers public health, safety or welfare shall be cited for nuisance violations under this Code and shall be required to cease operations as directed by the building official, or other designee.
 - (e) *Portable buildings or structures.* Portable buildings or structures, including, but not limited to, cargo boxes or tractor-trailers, are not permitted for use as commercial or business operations, provided, however, that such may be used as accessory structures for storage for a main business. The number and location of such structures are subject to a site plan review and approval by the city community development department. Mobile homes or RVs are not permitted to be used as accessory buildings.
 - (f) *Restroom facilities.* Every business within the city must provide permanent restroom facilities on-site available for use by the customers of that particular business. These facilities may be located within the same building as the business, or may be provided in an adjacent business with evidence of a perpetual agreement for such with the owner of the adjacent business. Restroom facilities shall be in compliance with all applicable state, county and city building and health code provisions, including restroom facilities for handicapped individuals, for the size and type of business to be conducted at that location.
 - (g) *Exceptions.* In the event of a natural disaster (e.g., flood, hurricane), or other catastrophic loss (e.g., fire), the city council may suspend the application of this appendix for such period of time as may be determined to be necessary for reconstruction of permanent structures.
2. *Outdoor sales.* For the purposes of this section, outdoor sales are defined as the display outside of a permanent structure, for the purpose of purchase by consumers, whether immediately or by placing of orders, of any merchandise, services, products, or goods irrespective of whether payment for such is made outdoors or in a permanent structure. Outdoor sales for commercial or business purposes shall be allowed only under the following conditions and procedures:
- (a) *Permit required.* No person shall conduct outdoor sales either in the open or under a tent or other temporary cover for commercial or business purposes within the city limits without first obtaining a permit under this section.
 - (b) *Application for permit.* Any person desiring to conduct outdoor sales shall apply to the building office for a permit. The application shall state the name of the person conducting the activity; the proposed location; the name of the owner of the property where the sales are to be located; the nature of the intended activity; and the proposed dates of use; and other pertinent information on the form. Proof of insurance for the activity, in a minimum amount of coverage as determined by city council, or required by law, and a copy of the activity's sales tax certificate shall also be submitted prior to issuance of a permit. A site plan shall also be submitted to city staff containing all information required by the zoning ordinance for administrative review. The city reserves the right to require additional information or verifications, such as health permits, depending upon the type of business and regulatory oversight by other entities.
 - (c) *Fee.* The building department shall charge and collect a fee before issuance of a permit, in an amount set by the city council. If the activity ceases, closes, or is terminated for any reason prior to the expiration of the permit, there shall be no refund of the above fee.

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- (d) *Zoning compliance required.* Outdoor sales will be allowed for commercial or business purposes only at locations which are properly zoned for the nature of commercial or business activity to be conducted at that location. Further, all outdoor sales activities must comply with the setback requirements, parking requirements and other standards in city ordinances.
- (e) *Number of permits.* There shall not be more than three permits issued to a person or business, or for a location, within a calendar year, nor shall permits be allowed to run consecutively during two, 12-month periods. Permits shall be issued a minimum of 30 days apart.
- (f) *Hours of operation.* A permit for outdoor sales shall be for a period not to exceed 15 consecutive calendar days. The commercial or business activity shall be allowed to conduct business no earlier than 9:00 a.m., and must close activities no later than 10:00 p.m. or until dark (official sundown), whichever comes first, unless the applicant shows adequate lighting on the site plan or it is an outdoor sales activity related to the primary business activity on the site and adequate lighting is provided on-site. The permittee must remove all items, tents and materials used for the conduct of the outdoor sales from the location not later than 5:00 p.m. of the day after the final date of the permit. However, any such permit issued for an activity commencing on the Friday, Saturday or Sunday immediately preceding Thanksgiving shall be effective from that date until 12:00 midnight, December 25 that year, and all materials shall be removed by 5:00 p.m., December 26.
- (g) *Compliance with all codes.* All tents or other coverings and materials used for commercial and business purposes must otherwise comply with all applicable fire, safety and other codes in effect during the dates of the permitted activity.
- (h) *Posting.* A copy of the permit shall be conspicuously posted at or upon the entrance to the outdoor sales activity at all hours during the approved dates of the activity.
- (i) *Operating without a permit; false information.* Any person or entity conducting outdoor sales for commercial or business purposes without complying with this section, or who gives false, misleading or incomplete information on an application, shall within one day of notice of violation obtain the required permit for a fee in an amount which shall be triple the normal fee, or immediately cease and desist from all activity covered by this article, and remove the outdoor sales activity from the premises before midnight of that day.
- (j) *Existing outdoor sales.* Any person conducting outdoor sales as defined above, on the effective date of the ordinance from which this appendix is derived, must either apply for and receive a permit, or cease the use and remove the activity no later than 5:00 p.m. on the seventh calendar day after the effective date of the ordinance from which this section is derived.
- (k) *Farmers markets.*
- i. For the purposes of this section, farmers markets are defined as an organized entity/operation, certified by the state department of agriculture, that allows a group of food growers/manufacturers to market and sell their farm produce and products in a specific location. The products would include herbs and spices in their natural or dried state, vegetables, fruits, nuts, berries, grains, honey, watermelons and other melons, and cantaloupes in their natural state as well as farm produce, shelled peas or legumes, yard eggs and packaged foods processed or manufactured by a vendor in a licensed food establishment and packaged and labeled according to law.
 - ii. No resale or craft items are allowed to be sold at farmers markets.
 - iii. These markets must comply with subsections m.2(a) through (d) and (g) through (i) of this section, as well as the following.

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- iv. In addition to the application and supporting documents listed in subsection (b) of this section, the applicant must also provide:
 - 1) Security agreement with peace officers;
 - 2) Traffic control plan;
 - 3) County health district vendor's permit;
 - 4) Janitorial/clean up service agreement and/or plan.
 - v. Hours of operation. Farmers markets may be permitted for one weekend a month (Saturday and Sunday only) for up to six months, from 8:00 a.m. to 6:00 p.m. At the close of the market on Sunday, all market items must be removed from the site, including display tables, tents, equipment, etc.

3. *Exemptions.*

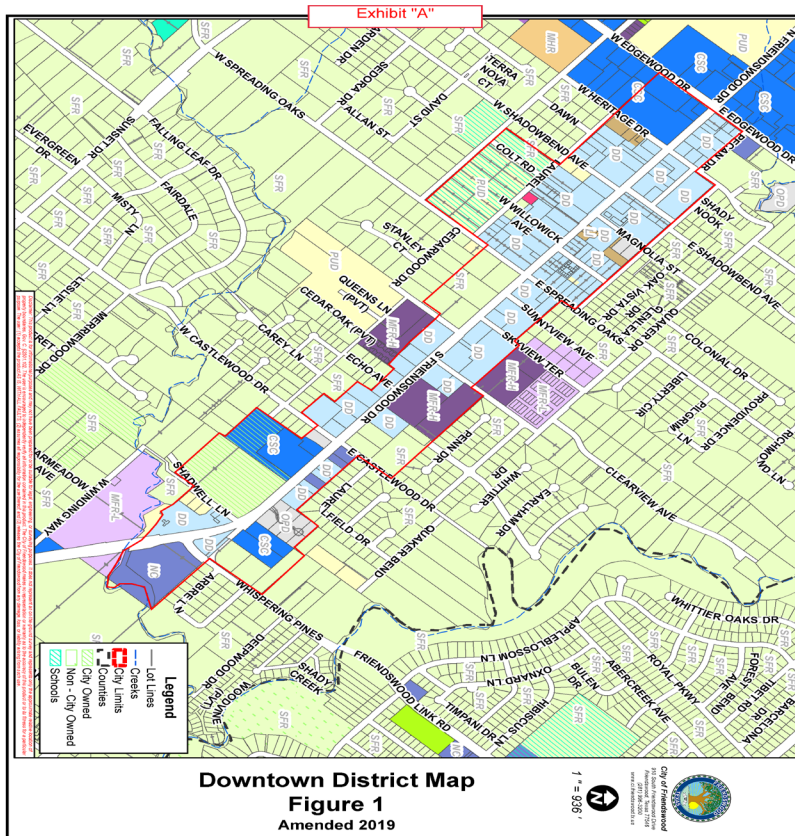
- (a) *Charitable or nonprofit events.* The conducting of outdoor sales or commercial activity by a governmental entity, public utility, or tax exempt not-for-profit organization formed for education, philanthropic, scientific or religious purposes, where any proceeds and profits are designed to be contributed to such entity conducting the activity, or where the activity occurs on property owned by a governmental entity. However, such entities and organizations shall comply with all other ordinances and laws applicable to their activity, and no such activities shall be allowed on the public rights-of-way.
- (b) *Outdoor displays of merchandise.* Outdoor displays of merchandise by retail businesses shall be allowed if the display involves items for sale by a commercial retailer located within a permanent structure. Such displays may not cover more than half of the width of the pedestrian walkway between the storefront and the curb, unless other accommodations for pedestrian travel satisfactory to the building official are made. A permit shall be required for the placement of outdoor sales activities or items within any parking lot, and a permit shall not be granted if the proposed area eliminates required parking areas, provided, however, that special events shall be exempt from this latter provision, where emergency access and parking is approved by the building official in advance of the event. For the purposes of this section, "special event" is defined as a temporary outdoor use on private property that extends beyond the normal uses and standards allowed by the zoning ordinance of the city and which runs not longer than four days. Special event includes, but are not limited to, art shows, sidewalk sales, pumpkin and holiday sales, festivals, craft shows and church bazaars.
- (c) *Suspension in the event of disaster or loss.* In the event of a natural disaster (e.g., flood, hurricane), or other catastrophic loss (e.g., fire), the city council may suspend the application of this appendix for such period of time as may be determined to be necessary for reconstruction of permanent structures.

N. *Downtown District supplemental requirements.* These supplemental requirements shall apply only to new developments within the Downtown District or where a structure in the district has lost its nonconformity. A new development shall be defined as any new project built on a raw or otherwise vacant tract or tracts of land, not associated with an existing structure. A structure shall be deemed to have lost its nonconformity as determined by Zoning Ordinance Section 6.

- 1. *Geographic limits.* The geographic limits of the Downtown District are as shown on the Downtown District map (Figure 1). All properties within these geographic limits may rezone to Downtown District (DD). Those properties outside the geographic limits may not rezone to Downtown District (DD).

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2. **General purpose and description.** 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.
3. **Parking.** To promote pedestrian friendly environments, shared parking and shared parking access is encouraged. Parking spaces and parking lot geometrics shall comply with the requirements of the current Design Criteria Manual.
 - a. Off-site parking shall be allowed if within one block of the development. For purposes of this subsection, one block shall constitute no less than 300 linear feet and no more than 1,200 linear feet.
 - b. Shared parking areas shall be allowed.
 - c. Shared access agreements shall be required between adjacent developments.

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- d. On street, head-in parking may be allowed in the Downtown District (DD) with the approval of the Planning and Zoning Commission, upon recommendation of the city engineer, in areas at least 75 feet from FM 518 and/or FM 2351. No on street parking shall be allowed on FM 518 or on FM 2351 within the DD.
 - e. Development plans shall indicate how freight and goods will be delivered.
 - f. Development plans shall show the design and layout for all parking. Documentation shall be provided to verify authority for all shared or off-site parking.
 - g. All such required documentation shall be presented before a development plan is approved.
 - h. Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.
 - i. All planted islands shall have curbs of sufficient height and width to contain the planted island.
 - j. Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.
 - k. Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.
 - l. All trees required in subsection 8.1.2.c(2) shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.
 - m. If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.
 - n. All plants shall receive proper irrigation to encourage deep root growth and survivability.

4. *Architectural standards.*

- a. Buildings in the DD are encouraged to have exterior cladding of brick, masonry, stone, stucco, glass, or lap sided cement fiberboard. Sheet cement fiberboards are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.
- b. Exterior facades, including the roof, shall be limited to earth tone colors. Color samples shall be submitted as part of the commercial site plan. Earth tone colors depict the colors in nature; they include flat and muted shades of brown, green, blue, orange, and some reds and tans.
- c. Fenestration shall mean the openings in a wall, such as doors and windows, to include faux windows whether transparent or not. Such windows may be inoperative but must be framed as a window and otherwise appear to be a window. Painted openings would not be counted in

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fenestration calculations. Fenestration along front or other facades visible to the public are encouraged to be as follows:

- (1) Walls visible to the public shall have windows and or doors (i.e., no blank walls allowed).
 - (2) Not less than 40 percent fenestration shall be provided for all ground floor primary facades (front or side) that face a public right-of-way.
 - (3) Not less than 25 percent fenestration shall be provided for all upper floor facades.
- d. Awnings and canopies are allowed upon approval of the Planning and Zoning Commission.
 - e. Fenestration calculations. Preferred fenestration minimum:
 - (1) Area of ground floor primary wall facing ROW x 40 percent = minimum fenestration.
 - (2) Area of upper floor x 25 percent = minimum fenestration.
 - f. Garage bays or other similar large openings designed for automotive or industrial work, or designed for vehicles to drive into, shall not front FM 518 or FM 2351 within the Downtown District boundary. This prohibition shall not include drive-thrus such as are typically found at banks for fast-food establishments. In the event that this requirement overlaps at an intersection, the architectural requirement regarding garage bays shall apply only to the frontage on one street as designated on the site plan.
5. *Screening.*
- a. Mechanical equipment, such as roof top equipment, compressors, refrigeration units and trash enclosures, outside storage, and other nonpublic service areas that are visible from a public area, shall be screened to a height sufficient to completely screen the use from view at ground level. The term "view at ground level" shall mean the view from public walkways situated in the adjoining rights-of-way or from vehicular traffic in the first two traffic lanes in the bordering street or streets.
 - b. The design of walls and other structures located on the same site, including those used to screen outdoor storage areas, dumpsters, vehicles, etc. are encouraged to be constructed of the same materials as the building on the lot. Cyclone fences are prohibited. Under limited circumstances, the Planning and Zoning Commission may approve a vinyl coated cyclone fence.
 - c. See Section 8.L. for additional dumpster screening requirements.
6. *Sidewalks.*
- a. Each development along FM 2351 and FM 518 shall provide a minimum 15-foot-wide parkway adjacent to the street right-of-way. The 15-foot parkway must contain an unobstructed brick-paved sidewalk, as described in Appendix E of the Design Criteria Manual, at least eight feet wide and a seven-foot wide landscape area.
 - b. Each development along all other streets within the downtown district shall provide a concrete sidewalk built in accordance with city standard specifications and shall be a minimum of six feet in width. Concrete sidewalks shall be built within the street right-of-way and adjacent to the right-of-way lines.
 - c. 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.
7. *Parkways and landscaping.*
- a. The 15-foot parkway required along FM 2351 and FM 518, which runs parallel and adjacent to each street's back of curb, includes a seven-foot landscape area. This area shall be reserved for amenities,

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such as street furniture, lighting and landscaping, and may include grass, brick pavers or other decorative material as approved by the Planning and Zoning Commission.

- (1) Trees shall be provided every 25 linear feet. Trees used in the 15-foot parkway shall be Class 2 or Class 3 trees from the city's qualified tree list, and other landscaping material such as bushes and/or groundcover may be used. The tree and landscaping material shall be maintained in living condition. One-half of the trees shall have a minimum caliper of four inches and one-half shall have 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.)
 - (2) Amenities shall be provided in accordance with the design criteria manual, Exhibit E, Downtown District Amenities. A minimum of two lights and two benches are required within the 15-foot parkway of each development. All provided amenities shall be permanently maintained by the property owner, including the brick-paved sidewalks.
 - b. Developments along all other streets within the downtown district shall have a minimum ten-foot landscaped buffer located on private property and not less than one tree, whether existing or planted, shall be planted and maintained for each 25 lineal feet or portion thereof. Each such tree shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.
 - c. Alternate sidewalk, landscape and amenity designs specific to the site or the function of the development within the downtown district may be considered by the Planning and Zoning Commission if it determines that the proposed alternative sidewalk is not narrower than six feet and provides, respectively:
 - (i) Equal or better pedestrian access to and along the development property;
 - (ii) Equal or enhanced landscape beautification for the development; or
 - (iii) Equal or better design amenities than otherwise required herein.
 - d. See Section 8.I. for additional information on maintenance and preservation of trees.
8. *Adjacent property, buffer maintenance and installation.*
- a. When a commercial use is established on a lot or premises located adjacent to any residential zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the commercial property between it and the adjacent protected property.
 - b. In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the Planning and Zoning Commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement, with Planning and Zoning Commission approval.
 - c. The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to

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those listed herein which are a minimum width of 30 feet. The Planning and Zoning Commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the Planning and Zoning Commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

- d. Conversely, when a single-family use is established on property adjacent to any commercial, industrial or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

- 9. *Utilities.* All permanent utilities serving the property shall be located underground, at the owner's expense.

(Ord. No. 86-10, § 1, 8-18-1986; Ord. No. 96-6, § 1, 5-20-1996; Ord. No. 97-14, §§ 1—11, 11-3-1997; Ord. No. 98-1, §§ 6, 7, 4-20-1998; Ord. No. 98-14, § 4, 8-17-1998; Ord. No. 99-6, §§ 8—12, 1-18-1999; Ord. No. 99-1, § 1, 1-18-1999; Ord. No. 2000-24, §§ 2—4, 8-7-2000; Ord. No. 2000-21, § 1, 9-11-2000; Ord. No. 2000-33, § 1, 10-16-2000; Ord. No. 2001-22, § 3, 10-15-2001; Ord. No. 2001-23, § 1, 11-19-2001; Ord. No. 2004-11, § 4, 8-2-2004; Ord. No. 2004-12, § 4, 8-2-2004; Ord. No. 2005-09, § 1, 2-21-2005; Ord. No. 2005-19, §§ 1—10, 9-12-2005; Ord. No. 2006-11, § 1, 6-26-2006; Ord. No. 2006-16, § 1, 7-24-2006; Ord. No. 2006-17, § 1, 8-7-2006; Ord. No. 2006-23, § 1, 10-16-2006; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-06, §§ 4, 5, 2-18-2008; Ord. No. 2008-08, § 1, 4-21-2008; ; Ord. No. 2008-08, § 1, 5-19-2008; Ord. No. 2008-12, § 1, 6-2-2008; Ord. No. 2008-29, § 2, 11-3-2008; Ord. No. 2009-10, § 2, 6-15-2009; Ord. No. 2009-19, § 1, 9-14-2009; Ord. No. 2010-39, § 1, 1-10-2011; Ord. No. 2010-42, § 1, 1-10-2011; Ord. No. 2011-12, § 1, 4-18-2011; Ord. No. 2011-35, § 3, 12-5-2011; Ord. No. 2012-32, § 2, 12-3-2012; Ord. No. 2013-11, § 2, 5-6-2013; Ord. No. 2013-36, § 2, 11-4-2013; Ord. No. 2014-19, § 2, 8-4-2014; Ord. No. 2015-07, § 2, 3-2-2015; Ord. No. 2017-23, § 2, 9-11-2017; Ord. No. 2019-05, §§ 2, 3, 3-4-2019; Ord. No. 2019-16, § 2, 6-3-2019; Ord. No. 2019-17, §§ 2, 3, 6-3-2019; Ord. No. 2019-18, § 3, 6-3-2019; Ord. No. 2019-19, §§ 2—4, 6-3-2019; Ord. No. 2020-04, § 4, 2-3-2020; Ord. No. 2021-28, §§ 3, 4, 10-4-2021)

Section 20. Definitions.

- (a) The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory use or structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult entertainment business shall have the same meaning as "sexually oriented business," as that term is defined in V.T.C.A., Local Government Code ch. 243, and chapter 62 of the Code of Ordinances, and shall include, but not be limited to, an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater, escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Such uses shall be allowed only as specifically authorized under the terms of this appendix and chapter 62 of the Code of Ordinances. The determination of what constitutes an adult entertainment business shall be made by the police chief or his/her designee, in accordance with the definitions contained in chapter 62 of the Code of Ordinances, and such determination shall be appealable to the zoning board of adjustment.

Apartment house means any building or portion thereof used as a multiple dwelling for the purpose of providing three or more separate dwelling units which may share means of egress and other essential facilities.

Automobile graveyard means an establishment or place of business that is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Building means any structure designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels or property of any kind. The term "building" includes the term "structure."

Building area means the surface of the lot covered or occupied by all structures placed thereon, excluding only driveways, walkways and uncovered patios.

Building line means a line parallel or approximately parallel to the street line and beyond which buildings may not be erected.

Childcare center means a childcare facility that is licensed to care for seven or more children for less than 24 hours per day, at a location other than the permit holder's home (pursuant to Texas Administrative Code, Title 40, Part 19, Chapter 746). Compliance with all applicable state regulations is required. A childcare center shall also obtain a certificate of zoning compliance pursuant to section 9.D ("Administration and enforcement—Building permits and certificates of zoning compliance").

1. *Registered childcare home.* In a registered childcare home, the registered primary caregiver provides care in the caregiver's own residence for not more than six children from birth through 13 years, and may provide care after-school hours for not more than six additional elementary school children. The total number of children in care at any given time, including the children related to the caregiver, must not exceed 12 (pursuant to Tex. Admin. Code, Title 40, Part 19, Chapter 747). Compliance with all applicable state regulations is required. A registered childcare home shall also obtain a certificate of zoning compliance pursuant to section 9.D.
2. *Licensed childcare home.* The total number of children in care varies with the ages of the children, but the total number of children in care in a licensed childcare home at any given time, including the children related to the caregiver, must not exceed 12 (pursuant to Tex. Admin. Code, Title 40, Part 19, Chapter 747). Compliance with all applicable state regulations is required. A licensed childcare home shall also obtain a certificate of zoning compliance pursuant to section 9.D.

Cluster housing development means a residential development containing attached or detached units on a limited portion of land with the remaining land areas consolidated into common open space areas.

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Comprehensive plan means graphic and textual form policies which govern the future development of the city and which consist of various components governing specific geographic areas and functions and services of the city.

Density means living units per acre in a platted subdivision. The term "density" pertains to total platted acreage, including streets.

Dwelling, garden home, means a detached dwelling unit which utilizes smaller lots than traditional single-family houses and where the building is built along a "zero" side lot line is structurally attached to another dwelling unit but which does not share a common wall.

Dwelling, multiple-family, means any building, or portion thereof, which is designed, built, rented, leased or intended to be occupied as three or more dwelling units or apartments and which includes facilities for food preparation and sleeping.

Dwelling, single-family, means a detached building having accommodations for and occupied by not more than one family.

Dwelling, two-family, means a detached building having accommodations for and occupied by not more than two families. In calculating minimum lot area, a two-family dwelling shall be considered to be two dwelling units.

Dwelling unit means a building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters for one family.

Family means a single individual or a number of individuals domiciled together, whose relationship is of a continuing, nontransient, domestic character and who are cooking and living together as a single, nonprofit housekeeping unit. This shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization, or group of students or other individuals whose relationship is of a transitory or seasonal nature or for anticipated limited duration of school terms or other similar determinable period.

Fence means any structure enclosing, demarcating or surrounding an area of ground to mark a boundary, control access, or prevent escape, in part or in whole.

Graduated fence means a fence required by city ordinance, the height of which may be reduced for some portion of its required length, either in a stair-step configuration or by gradually reducing such height in a straight or radial line. The length and height of the fence so reduced will be determined on the basis of a combination of factors, including, but not limited to, security, public welfare, and pedestrian and traffic safety.

Green space means natural undeveloped areas, such as prairies, farmland, barren land, forests, wetlands and lakes. The term "green space" may also include landscaped perimeters and green landscape reserves along thoroughfares.

Height.

- a. The height of a building shall be measured to:
 - (1) The top of ridge of the highest roof of a sloped roof (i.e., gable);
 - (2) The top of the highest deck of a mansard roof; or
 - (3) The top of the highest parapet wall of a flat roof.
- b. For buildings not located in the floodplain, height is measured from the top of the finished first floor of the building which can be no more than two feet above the finished grade at the site. Finished grade shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the existing grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the finished first floor elevation for any other purpose, shall not be considered to be finished grade for the purpose of measuring building height.

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- c. For buildings located in the floodplain, height is measured from the top of the first finished floor which shall be two feet above the average base flood elevation at the site, as established by the latest available flood elevation maps for the city.

Home occupation means an occupation or profession engaged in by the occupants of a dwelling, the conduct of which does not result in the dwelling being identified as a business by the external and objective evidence of a business, such as signs, displays, deliveries, continuous or repetitive traffic (rather than occasional or sporadic traffic) generated by the home occupation, or by regular gatherings of clients or customers for business purposes. Home occupations are a permitted use in accordance with this section, provided that:

1. The occupation or profession conducted within a residential dwelling unit must be clearly incidental and subordinate to the use of the premises as a residential dwelling unit.
2. The home occupation shall be conducted entirely within the dwelling unit or accessory structure.
3. Only members of the family residing on the premises are employed.
4. No internal or external alterations, special construction, or features are involved.
5. There is no advertising of any type on the premises and no other display or storage of materials or exterior identification of the home occupation or variation from the residential character of the main building or any accessory building; however, advertising of the home occupation by published or printed matter is allowed.
6. No equipment is used which creates offensive noises, vibrations, sound, smoke or dust, odors, heat, glare, X-ray or electrical disturbances to radio or television.
7. Vehicles used in conjunction with the home occupation must park completely in the driveway of the resident without blocking the sidewalk.
8. The home occupation must not change the character of the residential area.
9. A childcare center as defined in this section is not recognized as a home occupation.
10. A personal care facility as defined in this section is not recognized as a home occupation.
11. The use of off-site personal services at a residence by the occupant, such as lawn care, maid services, etc., does not constitute a home occupation and is not limited by this appendix.

Junkyard means an establishment or place of business maintained, used, or operated for storing, keeping, buying or selling junk, for processing scrap metal, or for maintaining or operating an automobile graveyard. The term "junkyard" includes garbage dumps and sanitary fills.

Lot includes the term "plot" or "parcel."

Lot measurements.

1. *Depth.* The distance between the midpoint of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
2. *Width.* The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost point (where they intersect with the street lines) shall not be less than 90 percent of the required lot width except in the case of lots on the turning circle of culs-de-sac where the 90 percent requirement shall not apply.

Office park means one or more commercial buildings with multiple businesses providing services but not delivering products directly to customers and consisting of two or more tenants using common driveways.

Open space means a restricted reserve located within a development with limited low-impact amenities, including, but not limited to, green space, both natural and landscaped, detention areas, trails, lakes, pavilions, benches, outdoor cooking facilities, and active recreational facilities, such as ball and soccer fields, playgrounds, and the like. Amenities may be passive or active.

Parking space, off-street, means a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room. Required off-street parking areas for three or more automobiles shall have individual spaces marked, and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walk, or alley, and so that any automobile may be parked and unparked without moving another. For purposes of rough computation, an off-street parking space and necessary access for maneuvering room may be estimated at 300 square feet, but off-street parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the city.

Personal care facility means any establishment that furnishes food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services as that term is defined in V.T.C.A., Health and Safety Code § 247.002, and as further provided for in V.T.C.A., Human Resources Code § 123.004.

Planned unit development means a district with development characterized by a unified site development plan which may provide for a mixture or combination of residential, recreation and open space and commercial uses.

Servant's or caretaker's quarters means an accessory building located on the same lot as the main building, or a portion of the main building, used as living quarters by persons acting as caretakers of the property or by employed servants and not rented or otherwise used as a separate domicile and not used except as an accessory use to the primary use of the property.

Shopping center means a group of commercial establishments which is planned, developed, owned and managed as a unit related in its location, size and type of shops to the trade area that the unit serves.

Specific use means a use that would not be appropriate generally or without restrictions throughout the zoning district but would, if controlled as to number, area, location or relation to the neighborhood, promote the property held, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in a zoning district as special exceptions, if specific provision for such special exceptions is made in this appendix.

Street means a public or private thoroughfare which affords a principal means of access to abutting property.

Street line means the right-of-way line of a street.

Structural alterations means any change in the supporting member of a structure, such as bearing walls, columns, beams or girders.

Structure means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.

Townhouse means a row of three or more attached, one-family dwellings, separated by vertical party or lot line walls, and each having private entrances.

Variance means a relaxation of the terms of a zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, so that the spirit of the ordinance is observed and substantial justice is done.

Yard means an open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward except for fences and walls.

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(Supp. No. 3)

Yard, front, means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot as specified in each zoning district.

Yard, rear, means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and a line parallel thereto on the lot as specified in each zoning district. On corner lots, the rear yard shall be considered as parallel to the street upon which the lot has its least dimensions. On both corner and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, side, means a yard between a building and the side lot line, extending from the front yard, or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest part of the building.

- (b) The present tense includes the future tense; the singular number includes the plural; and the plural number includes the singular.
- (c) The term "shall" is mandatory; the term "may" is permissive.
- (d) The terms "used" and "occupied" include the words "intended, designed or arranged to be used or occupied."
- (e) The term "person" includes an individual, firm, association, organization, partnership, trust, company or corporation.

(Ord. No. 89-9, § 1, 9-11-1989; Ord. No. 89-29, § 1, 1-22-1990; Ord. No. 90-5, § 1, 3-5-1990; Ord. No. 95-36, § 1, 1-8-1996; Ord. No. 96-6, § 2, 5-20-1996; Ord. No. 98-14, §§ 2, 3, 8-17-1998; Ord. No. 98-17, § 2, 9-14-1998; Ord. No. 2001-23, § 2, 11-19-2001; Ord. No. 2005-36, § 1, 11-21-2005; Ord. No. 2008-06, § 3, 2-18-2008; Ord. No. 2009-05, § 1, 6-15-2009; Ord. No. 2013-45, §§ 2, 3, 12-2-2013; Ord. No. 2015-04, § 2, 2-2-2015; Ord. No. 2017-23, § 3, 9-11-2017; Ord. No. 2020-16, § 5, 4-6-2020; Ord. No. 2020-44, § 3, 12-7-2020)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 02/17/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first reading of an ordinance amending Appendix C "Zoning," Section 2 "Establishment of districts," "Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home developments.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A review of the Garden Home District (GHD) has been one of the items on the annual to-do list for the Planning and Zoning Commission. The Ordinance Subcommittee reviewed the GHD portion of the Zoning Ordinance and the full Commission discussed the recommended changes. One of the main concerns has been that GHD was classified as a multi-family development regarding classification and screening, when in reality, garden home communities are detached single-family homes with some unique characteristics. The density of 6 units per acre is comparable to the Low Density Multi-Family Zoning District (MFR-L); and when the zoning district was originally created, only multi-family districts could rezone to GHD. As detailed below, the ordinance was amended multiple times back in the 1990's and some of the characteristics of the garden home development were omitted.

The general purpose of any garden home community is to provide for less maintenance of property and home, but more freedom than typical multi-family housing (e.g., apartments) by utilizing one side of the house as the "fence" between properties, which allows more contiguous green space by creating a U-shape or inset for outdoor living (example layout provided in final report). The purpose of the amendments is to clarify the architectural requirements for garden home communities in the future. Currently, there are no undeveloped properties that are zoned MFR-GHD.

The MFR-GHD zoning district was created in 1992, followed by the amendments detailed below:

1993 Amendment:

- 1) Only multi-family districts may rezone to GHD;
- 2) Reduce front yard setback;
- 3) Allow private streets in GHD; and
- 4) Reduce interior side yard setback

1995 Amendment:

- 1) Increase lot width from 45' to 60'

1995 Amendment:

- 1) Specify private streets to be minimum 50'

1997 Amendment:

- 1) Reduce interior side setbacks; and
- 2) Measure side-yard from ROW or easement

1999 Amendment:

- 1) Remove zero lot lines

The proposed changes to the ordinance include the following:

- 1. Remove “multi-family” references from the Zoning Ordinance.
- 2. Remove the intent being geographical limitations and flooding. Flooding is not related to the zoning district but the design of the development. Clustering homes is allowed.
- 3. Updated definition to be detached from neighboring structures.
- 4. Add design criteria to allow for long term maintenance of this unique type of housing.

Roof overhang maximum 8-inches.

Gutters required if the roof slopes towards adjacent property.

Require more than 50 percent of the zero-lot-line side of the structure to be within xx feet of the zero-lot line.

Access and maintenance easement required along a zero-lot line.

Require the zero-lot-line side of the structure to comply with current building codes, which may limit openings and protrusions such as windows, etc.

At the Planning and Zoning Commission meeting held Thursday, March 10, 2022, following the public hearing, the Commission voted unanimously (6 to 0; Commissioner Hinkley was absent) to approve the referenced amendments. The P&Z final report is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The purpose of the amendments is to clarify the architectural requirements for garden home communities in the future. Currently, there are no undeveloped properties that are zoned MFR-GHD.

RECOMMENDATIONS

The Planning and Zoning Commission recommends approval.

ATTACHMENTS

- 1. Ordinance - Garden Home District Amendments

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING," SECTION 2 "ESTABLISHMENT OF DISTRICTS"; "SECTION 6. NONCONFORMING USES, STRUCTURES AND LOTS," SUBSECTION B "NONCONFORMING USES," PARAGRAPH 4; SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION C.1, SUBSECTION P.6 AND SUBSECTION Q; "SECTION 8 "SUPPLEMENTARY DISTRICT REGULATIONS," SUBSECTION I "LANDSCAPING AND SCREENING REQUIREMENTS," PARAGRAPH 2.E(3)(B) AND PARAGRAPH 2.F(3)(A)(III); AND "SECTION 20 "DEFINITIONS" OF THE FRIENDSWOOD CITY CODE TO REMOVE THE MULTI-FAMILY RESIDENTIAL (MFR) REFERENCE FROM THE GARDEN HOME DISTRICT (GHD) ZONING DISTRICT, TO ESTABLISH ARCHITECTURAL AND SITE RELATED REQUIREMENTS FOR GARDEN HOME DEVELOPMENTS, AND TO AMEND THE DEFINITION OF "DWELLING, GARDEN HOME"; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code ("Zoning") relating to land use and other circumstances; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this ordinance complies with the applicable provisions of the City Charter, City Code, and all other applicable laws; NOW THEREFORE,

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

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

Section 2. That Appendix C "Zoning" "Section 2. Establishment of Districts" of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 2. Establishment of districts.

The city is hereby divided into the following districts:

	District		Description	Density (units per acre)
	Old	New		
A.	R-1	SFR	Single-Family Residential Dwelling District	2.7

District		Description	Density (units per acre)
Old	New		
A.1.		SFR-E Single-Family Residential Dwelling Estate District	0.5
B.	R-2 and R-3	MFR-L Multiple-Family Residential Dwelling District—Low	6.0
C.	R-4	MFR-M Multiple-Family Residential Dwelling District—Medium	9.0
C.1.		[MFR]-GHD Garden Home Residential District	6.0
D.	R-5	MFR-H Multiple-Family Residential Dwelling District—Highest	12.0
E.	R-6	MHR Mobile Home Residential Dwelling District	10.0
F.	C-1	CSC Community Shopping Center District	
G.	C-2	NC Neighborhood Commercial District	
G.1	G-1	LNC Local Neighborhood Commercial District	
H.	C-3	OPD Office Park District	
I.	C-1	DD Downtown District	
J.		PUD Planned Unit District	
K.		RSC Regional Shopping Center District	
L.	A-1	A-1 Agricultural District	
M.	M-1	LI Light Industrial District	
N.		I Industrial District	
O.		BP Business Park District	

Section 3. That Appendix C "Zoning" "Section 6. Nonconforming uses, structures, and lots," Subsection B "Nonconforming uses," Paragraph 4 of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 6. Nonconforming uses, structures, and lots.

B. *Nonconforming uses.*

...

4. To avoid undue hardship, nothing in this appendix shall be deemed to require a change in the plans, construction, or designated use of any building on which an active process was lawfully begun prior to the effective date of adoption or amendment of the ordinance from which this appendix is derived and upon which an active process has been carried on diligently. The phrase "active process" is hereby defined as follows:
 - a. For land zoned single-family residential (SFR), single-family residential estate (SFR-E), or [~~multiple family~~] garden home district ([~~MFR~~]-GHD), a development proposal must be in conjunction with a previously approved preliminary plat;
 - b. For land zoned NC (neighborhood commercial), CSC (community shopping center), DD (downtown district), LNC (local neighborhood commercial), OPD (office park district), LI (light industrial), I (industrial), BP (business park) or A-1 (agricultural), when the land is subject to a valid existing preliminary site plan in accordance with section 9; or
 - c. For land zoned MFR-H (multiple-family residential—high density), MFR-M (multiple-family residential—medium density), MFR-L (multiple-family residential—low density) or PUD (planned unit district), when a proposed specific

use permit (SUP) has been heard at ~~a joint~~ public hearings of the city council and the planning and zoning commission.

Section 4. That Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection C.1 of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

...

C.1. ~~[MFR-]GHD, [garden home] residential, general purpose and description.~~ The GHD, Garden Home~~[Residential]~~ District, is intended to provide ~~[multifamily low]~~ medium-density, detached, single-family dwellings [units] having open space between units which exceed ~~[existing normal]~~ multi-family buildings, with density not exceeding six units per acre. ~~[The intent of these regulations is to allow development of property which:~~

(1) ~~May have limited area suitable for residential development due to geographical limitations;~~

(2) ~~Have portions of the property subject to flooding; or]~~

~~[(3)]~~The district may be [Is] located adjacent to a district of a different zoning designation, and for which the development as ~~[MFR-]GHD~~ would be appropriate as a buffer between incompatible land uses.

(1) Dwellings in the GHD utilize a zero-foot lot line along one side of the property. The intent is to utilize one side of the structure as a shared wall and create a U-shaped, garden area or patio inset on the opposite side of the structure.

(2) Fifty percent or more of one side of the structure shall be located within (1) one foot of the zero-lot line. Building walls which are located on the zero-foot lot line shall meet the adopted building code requirements, which may limit the types of allowed penetrations and projections.

(3) The final plat shall show graphic easements, or a plat note, that dedicates a five (5) foot wide access and maintenance easement for all lots adjacent to lots with a zero-foot lot line. The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling.

(4) The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the subject property.

(5) The interior living area of the first floor of any two-story residential structure in [MFR-] GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces, and garages.

Section 5. That Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection P "Permitted uses," Subsection 6 "Permitted use table" of the Friendswood City Code is hereby amended, for the residential use districts only, to read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

...

P. *Permitted uses.*

...

6. *Permitted use table.*

Residential Uses	SFR and SFR-E	[MFR-] GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
Single-Family Residence	P		P												
[Multi-Family Residence] Garden Home Residence		P													
Multiple-Family Residence—Low Density			P	P	P										
Multiple-Family Residence—Medium Density				P	P										
Multiple-Family Residence—High Density					P										
Mobile Home Residence						P									

Section 6. That the City of Friendswood Code of Ordinances, Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection P "Permitted uses," Subsection 6 "Permitted use table," of the Friendswood City Code is hereby amended to change the title of zoning districts in the heading of the NAICS Industry Descriptions Table, which heading shall read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

...

P. *Permitted uses.*

...

6. *Permitted use table.*

...

2017 NAICS Industry Descriptions	SFR and SFR-E	[MFR-]GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
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Section 7. That Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection Q "District area and height regulations," Paragraph 2 of the Friendswood City Code is hereby amended by revising the "Regulation Matrix – Residential Zoning Districts" and paragraphs A through K immediately thereafter, which amendments shall read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

- Q. *District area and height regulations.*
 2. See regulation matrix.

REGULATION MATRIX—RESIDENTIAL DISTRICTS

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards—Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear (a)	Side						
						Interior (d)	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single-Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%
SFR-E Single-Family— Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20%
MFR-L Multifamily— Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50%
MFR-M Multifamily— Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MFR-H Multifamily— Highest	12	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20	K	No	50%
A-1	—	—	—	25 B	25	10 I	25 B	20 C	40	K	No	10%
[MFR-]GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, E[F]	5 B, H	4 C, H	40	K	Yes D	50%

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

- A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.
- B. 35 feet on thoroughfares.
- C. 25 feet on thoroughfares.

- D. Zero-foot lot line ~~[setback]~~ on one side only, ~~[minimum five-foot separation between buildings]~~.
- E. Ten-foot minimum separation between buildings.
- F. Lots currently in existence with less than 90 feet of width may continue with the same existing setback provided they are not less than a minimum of five feet.
- G. Developer must elect either units per acre or lot area. Two-family residential units on two lots are required when lot area is elected.
- H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the drainage utility/access easement (if streets are private), whichever is greater.
- I. 25 feet when abutting land zoned single-family residential (SFR) district.
- J. ~~[Ten feet when abutting land zoned anything other than MFR-GHD (garden home district)]~~ Reserved
- K. Parking is required in accordance with the parking group table in the design criteria manual.

Section 8. That Appendix C "Zoning" Section 8 "Supplementary District Regulations," Subsection I "Landscaping and screening requirements," Paragraph 2.e(3)(b) of the Friendswood City Code to read as follows:

APPENDIX C. ZONING

Section 8. Supplementary district regulations.

...

I. *Landscaping and screening requirements.*

...

2. *Perimeter landscaping and screening.*

...

e. *Maintenance and care of trees.*

...

(3) *Maintenance of trees over rights-of-way.*

...

- (b) Every owner of any tree overhanging ~~[an]~~ any street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right, with 14 days advance notice to the owner or agent, to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.

Section 9. That Appendix C "Zoning" Section 8 "Supplementary District Regulations," Subsection I "Landscaping and screening requirements," Paragraph 2.f(3)(a)(iii) of the Friendswood City Code to read as follows:

APPENDIX C. ZONING

Section 8. Supplementary district regulations.

...

I. *Landscaping and screening requirements.*

...

2. *Perimeter landscaping and screening.*

...

f. *Preserving trees; historical significance.*

...

(3) Tree survey required.

- (a) A tree survey showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, shall be required for:

...

- (iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development cluster home (PUC—Cluster Home), or ~~[multifamily]~~ residential-garden home district (~~[MFR]~~-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

Section 10. That Appendix C "Zoning" "Section 20. Definitions," Dwelling, garden home" of the Friendswood City Code is hereby amended to revise the definition of "Dwelling, garden home" to read as follows:

APPENDIX C. ZONING

Section 20. Definitions.

- (a) the following words, terms and phrases when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Dwelling, garden home, means a detached dwelling unit which utilizes smaller lots than traditional single-family houses and where the building is built along a "zero" side lot line.~~[is structurally attached to another dwelling unit but which does not share a common wall.]~~

Section 11. That this ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. A 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 12. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 13. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 14. That the City Secretary shall give notice of the enactment of this ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED and APPROVED on first reading this 4th day of April, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 2nd day of May, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding Friendswood Police Department extra jobs.

Originating Department: City Manager

Degree of importance: Report only

SUMMARY / ORIGINATING CAUSE

In December 2019, the Chief presented to council, during a workshop, regarding the establishment of an Enterprise Fund to pay police officers for extra-duty employment.

The problem presented to the council was that staffing at the police department combined with the increase in requests for off-duty/extra employment left some off-duty requests unfilled. This presents a significant problem when events that have a city-interest because they are held at City-owned facilities/parks and/or City-sponsored events do not have adequate coverage by Friendswood police officers.

In response, the police department updated its Extra-Departmental Employment policy, and the fund was established. Officers who are ordered to work are now paid at an overtime rate for working extra-duty employment at city facilities and for city-sponsored events.

The updated policy requires police officers working off-duty employment to obtain liability and disability insurance to address incidents occurring within the scope of their off-duty employment because officers are not covered by TML. Currently, all police officers working off-duty employment follow this requirement.

Despite issues with filling private extra-jobs, there have been no issues filling extra-duty jobs at city facilities and for city events where the officer is paid at an overtime rate. Officers are more willing to work the jobs at city facilities where the pay is at an overtime rate rather than the \$35 an hour private rate. We continue to staff these private extra-duty requests on a voluntary basis.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Report only

RECOMMENDATIONS

Report only

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/16/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City receiving the GFOA Distinguished Budget Presentation Award.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has received the Government Finance Officers Association Distinguished Budget Presentation Award for fiscal year 2021-2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

This is the 19th consecutive year the City has received this award.

We would like to recognize the efforts of Katina Hampton (Director of Administrative Services), Rhonda Boskas (Deputy Director of Administrative Services – Finance), Emily Peltier (Budget Manager), and Stephen Shen (Financial Analyst). We would also like to recognize and thank the Budget Team, and the entire Administrative Services Department. Their cumulative efforts enabled us to earn this award.

RECOMMENDATIONS

None

ATTACHMENTS

1. Award
2. Press Release



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Friendswood
Texas**

For the Fiscal Year Beginning

October 01, 2021

Christopher P. Morill

Executive Director

FOR IMMEDIATE RELEASE

March 10, 2022

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Friendswood, Texas**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Katina Hampton, Director of Administrative Services**.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 21,000 members and the communities they serve.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City being rates among the Safest Cities in 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

With the crime rate in Friendswood at its lowest point in decades, the City has been rated by Safewise.com as the 19th on the list of Safest Cities in the State of Texas. Friendswood also recently received national recognition with the NeighborhoodScout.com, ranking at 39 among the Top 100 Safest Cities in America. These rankings would not be possible without the help of the community.

The methodology uses the most up-to-date [FBI crime data](#) as the backbone of the reports. This means they rely on voluntary, self-reported information that cities and jurisdictions across the country report through the FBI Summary Reporting System (SRS) and National Incident-Based Reporting System (NIBRS).

They also use population thresholds for each state. They use population data to identify the median city population in each state and report only on cities with populations above the median. This reduces the risk of outliers and lowers the likelihood of an extreme outlier skewing the data.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the Fiscal Year 2021-2022 Asphalt Street Maintenance Contract to Pavecon Ltd. Co.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item is for the yearly maintenance of asphalt streets within the City of Friendswood. The concrete contract was approved separately at the March 7, 2022 Council meeting. This asphalt contract job, worth \$900,000, will continue the Fiscal Year 2021-2022 Street Maintenance Program using Pavecon Ltd. Co. as the City's contractor. Pavecon Ltd. Co. is a vendor through the TIPS Purchasing Cooperative (#200201 for Trades, Labor and Materials and #200602 for Pavement and Other Related Services). The selection of streets to be repaired is guided by the pavement management program, and confirmed by site visits by the City's Engineering and Public Works staff. This year's Asphalt Street Maintenance Program will include full depth reclamation and overlay of Cowards Creek Drive, Garden Drive, Murphy Lane, and Sedora Drive. Funding for this package is through the 21/22 FY General Fund allocation for street maintenance (\$400,000) and the Street Improvement - Additional Sales Tax Fund (\$500,000).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

In the upcoming year, this program will include the replacement of an estimated 7,200 linear feet of asphalt roadway, or 1.36 miles. Streets slated to be repaired are available on the City's website and will be updated periodically.

RECOMMENDATIONS

Authorize the Mayor to execute a contract with Pavecon Ltd. Co. for \$900,000.

ATTACHMENTS

1. FY2021-2022 Asphalt Street Maintenance Contract Package
2. Form 1295 - Pavecon

CITY OF FRIENDSWOOD

FRIENDSWOOD, TEXAS

CONTRACT DOCUMENTS
FOR

FY2021-2022 ASPHALT STREET MAINTENANCE



Prepared by:
City of Friendswood
Engineering Department
15355 Blackhawk Boulevard
Friendswood, Texas 77546

PROPOSAL & CONTRACT



March 29, 2022

City of Friendswood
910 South Friendswood Drive
Friendswood, TX

Houston Division
9900 Windfern Rd
Houston, TX 77064
Office 281-571-8040

Attn: Bria Whitmire

Re: Asphalt Street Maintenance FY21-22

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Cowards Creek					
Repair Type	Description	Quantity	Unit		Total
Asphalt	Recycled Asphalt with Cement Stabilization	94,050	SF		\$ 475,285.97
Project Cost =					\$ 475,285.97

Sedora/ Garden					
Repair Type	Description	Quantity	Unit		Total
Asphalt	Recycled Asphalt with Cement Stabilization	36,271	SF		\$ 195,175.24
Project Cost =					\$ 195,175.24

Murphy Ln					
Repair Type	Description	Quantity	Unit		Total
Asphalt	Recycled Asphalt with Cement Stabilization	43,010	SF		\$ 228,538.79
Project Cost =					\$ 228,538.79

Total Project Cost =					\$ 899,000.00
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The work is to be performed as follows: (Reference Plans or Site map as necessary)

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

Cowards Creek Drive - Friendswood, TX

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Daniel Stuckey
Project Manager

DESCRIPTION OF WORK:

Recycled Asphalt with Cement Stabilization

Mill (pulverize) existing failed asphalt pavement and base to a depth of 12 inches. Mix with a minimum of 8% portland cement and water. Remove excess stabilized material in order to return surface to pre-existing grades (after 3" asphalt surface course is completed) and compact base to a minimum thickness of 9 inches. Tack edges with an asphaltic material for bonding and pave with Type "D" hot mix asphaltic concrete wearing course to achieve a compacted thickness of 3 inches. Pavement section (profile) will be 9" of stabilized base, and 3" of surface course (Type D) asphalt (HMAC).

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this **4th day of April, 2022**, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and **Pavecon Ltd. Co., 9900 Windfern, Houston, Texas 77064** (hereinafter called the "CONTRACTOR") acting herein by **Daniel Kilman, President** hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

FY2021-2022 Asphalt Street Maintenance

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Asphalt Street Maintenance

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The City of Friendswood Engineering Department is the Design Professional on this project.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within **Two Hundred Ten (210) Calendar Days** after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within **Two Hundred Twenty-Five (225) Calendar Days** after the date when the Contract Time commences to run as provided by the General Conditions.

00400-1

City of Friendswood

City Attorney Approved: 12/12/2019

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City Five Hundred Dollars (\$500) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay the City Seven Hundred Fifty Dollars (\$750) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00300 – Unit Price Form.
- 5.2 The estimated contract price shall not exceed **Nine Hundred Thousand and No/100 Dollars (\$900,000.00)** unless one or more change orders are approved, as allowed by law.
- 5.3 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments: The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion: If the total Contract Price at the time of Contract Execution is Two Hundred and Fifty Thousand Dollars (\$250,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the

Contract Documents.

- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

- 9.1 Document 00110 – Invitation to Bidders.
- 9.2 Document 00115 – Instructions to Bidders.
- 9.3 Document 00300B – Unit Price Form (Pages 1 through 20 inclusive) as included herein.
- 9.4 Document 00400 – Standard Agreement for Contracting Services (this agreement, pages 1 through 9 INCLUSIVE).
- 9.5 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.6 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 9.7 Document 00450 – The Contractors Drug-free Workplace Policy.
- 9.8 Document 00455 – Storm Preparation Policy.
- 9.9 Document 00460 – Hazardous Communications Policy.
- 9.10 Document 00465 – Homeland Security Policy.
- 9.11 Document 00470 – Performance Bond, included herein.
- 9.12 Document 00475 – Payment Bond, included herein.

00400-5

City of Friendswood

City Attorney Approved: 12/12/2019

- 9.13 Document 00500 – General Conditions.
- 9.14 Document 00600 – Supplemental Conditions.
- 9.15 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents.
- 9.16 Texas Government Code Verifications Form.
- 9.17 Addenda as issued, included herein.
- 9.18 Any modification, including Change Orders, duly delivered after Execution of the Agreement.

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR

FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

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

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XI: MISCELLANEOUS

- 11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:
Attention: Bria A. Whitmire, PE, CFM
Projects Coordinator
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

12.2 The Contractor:
Attention: Daniel Kilman
President
Parecon Ltd. Co.
9900 Windfern Rd
Houston, TX 77064

ARTICLE XIII: VENUE

13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

ARTICLE XIV: VERIFICATION AND COMPLIANCE WITH STATE LAWS

By signing this Contract and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the consultant verifies they are in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

1. CONTRACTOR is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.
2. CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Contract.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

EXECUTED on behalf of the Contractor by Daniel Kilman, its President, shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 4th day of April, 2022.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

PROPOSED AND AGREED TO:

CONTRACTOR:

PAVECON LTD. CO.,

BY: _____

(Signature)

(Printed Name)

(Title)

DATE: _____

DATE: 3-24-22

ATTEST:

CITY SECRETARY

ATTEST:

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

DOCUMENT 00430
AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Stuckey, who being by me duly sworn on their oath stated that HE / SHE is PROJECT MANAGER of PAULCON Ltd, a representative of the Contractor named and referred to within the Contract Documents; that they are fully competent and authorized to give this affidavit and that the attached original insurance certificate(s) truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

[Signature]

(Affiant's Signature)

3/28/22

(Date)

SWORN AND SUBSCRIBED by me on this 28 day of MARCH,
A.D. 2022.

Notary Public in and for HARRIS County, TEXAS.

Annette Stephens

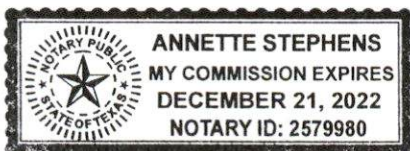
Notary Public Signature

ANNETTE STEPHENS

Print or Type Notary Public Name

My Commission Expires: 12-21-22

NOTARY SEAL



END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

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

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

PRODUCER IBTX Risk Services 32335 US Highway 281 N Suite 1201 Bulverde TX 78163	CONTACT NAME: Elvia Salazar PHONE (A/C, No, Ext): 214-989-7100 E-MAIL ADDRESS: service@ib-tx.com	FAX (A/C, No): 210-696-8414
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Great American Insurance Company		16691
INSURER C: Allied World Assurance Company (U.S.) Inc.		19489
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 811771224

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:				7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000				7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A		7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability & Professional Retention \$50,000				7/1/2021	7/1/2022	Per Incident Aggregate \$1,000,000 \$2,000,000

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

The General Liability and Auto policies include blanket additional insured endorsements () as required in a written contract with the Named Insured. The General Liability, Auto & Work Comp policies include a blanket waiver of subrogation endorsement () as required in a written contract with the Named Insured. Primary Noncontributory wording per attached endorsements () Cancellation provisions-see attached () Umbrella is follow form of the General Liability, Auto and Work Compensation policies subject to policy terms and conditions.

Certificate Holder Continued: City of Friendswood, their officers, directors, members, employees and managers.

CERTIFICATE HOLDER**CANCELLATION**City of Friendswood
15355 Blackhawk Blvd
Friendswood TX 77546

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

AUTHORIZED REPRESENTATIVE

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**DOCUMENT 00445
ALCOHOL AND DRUG FREE WORKPLACE**

The following document is the Alcohol Policy for the City of Friendswood.

15.09 (I) ALCOHOL AND DRUG FREE WORKPLACE POLICY AND PROCEDURE

**CITY OF FRIENDSWOOD
ALCOHOL AND DRUG FREE WORKPLACE**

I. POLICY STATEMENT

In order to effectuate an alcohol and drug free workplace, the following general policy statements are hereby adopted:

- A. Employees shall not be permitted to report to work while under the influence of alcohol or drugs, or to possess or transfer drugs or alcohol to any person while on duty. Provided however, this policy statement shall not be construed to apply to members of the City Police Department or Emergency Medical Technicians when their duties require the lawful possession of seized alcohol or drugs, or the transport thereof.
- B. Employees who are reasonably suspected of being under the influence of alcohol or drugs shall be prohibited from engaging in further work, and shall be subject to immediate testing in accordance with the procedures herein established.
- C. In recognition of serious duties and responsibilities entrusted to employees of the City and that use of alcohol or drugs hinder one's ability to perform and fulfill such duties and responsibilities, these policies are adopted to establish guidelines for the detection and deterrence of alcohol and drug abuse.
- D. When applying the policies contained herein, Management should always focus on the ability of the employee to prosecute his work. Tests and procedures outlined herein are only intended as tools to assist Management, not as a replacement of Management's responsibilities over employees in the performance of their duties.

II. PURPOSE OF POLICIES

The purpose of the alcohol and drug free workplace policies contained herein is as follows:

- A. To promote and maintain a safe, healthy, and productive work environment for all city employees.
- B. To ensure the safe and efficient delivery of services to the citizens of the city.
- C. To eliminate the abusive use of alcohol, illegal drugs, prescription drugs, or any other substance which could impair an employee's ability to perform safely and effectively the functions of any given job; and
- D. To establish compliance by the city with any and all state and federal rules and regulations relating to the establishment and maintenance of an alcohol and drug free workplace.

III. DEFINITIONS

For the purpose of these policies the following words, terms, and phrases shall have the meanings ascribed thereto:

- A. **"Alcohol"** means any beverage that contains ethyl alcohol (ethanol), including but not limited to, beer, wine and distilled spirits.

- B. **“Biological Testing”** or **“chemical testing”** or **“drug testing”** means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting alcohol or drugs.
- C. **“Chain of custody”** means procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen to collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time to collection to receipt by the laboratory and that upon receipt of the laboratory an appropriate chain of custody form(s) account for the sample or sample aliquot within the laboratory. Chain of custody forms shall, at minimum, include an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- D. **“Collection site”** means a place where individuals present themselves for the purpose of providing body fluids or tissue samples to be analyzed for specified controlled substances. A collection site will have all necessary personnel, materials, equipment, facilities and supervision to provide for collection, security, temporary storage, and transportation or shipment of the samples to a laboratory.
- E. **“Collection site person”** means a person who instructs and assists individuals as a collection site and who receives and makes initial examination of the specimens provided by those individuals. A collection site person shall have successfully completed training to carry out this function.
- F. **“Contract vendor”** means an independent testing or administrative agency engaged for the purpose of implementing one or more procedures in the collection or testing of employees for alcohol or drug use.
- G. **“City Premises”** or **“City Facilities”** means all property of the City including, but not limited to, buildings and surrounding areas on City-owned or leased vehicles and equipment wherever located. It also includes premises where the city performs contract services.
- H. **“Confirmatory test”** means a second analytical procedure to identify the presence in urine specimen of a specific drug or metabolite which is independent of initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmatory test method.
- I. **“Contraband”** means any article, the possession of which on City premises or while on City business,, causes as individual to be in violation of a City work rule. Contraband includes illegal drugs and alcohol beverages and drug paraphernalia.
- J. **“Controlled Substances”** means all substances listed in Schedule I through V of the Controlled Substances Abuse Act as those schedules may be revised from time to time.
- K. **“Drug”** means any substance that is a controlled substance.
- L. **“Employee”** means an employee, contractor, subcontractor, agent, officer, or representative of the City.
- M. **“Illegal Drug”** means any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not being used for the prescribed purpose; and over-the-counter drug being used at a dosage level different than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer or being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal

- drugs are Cannabis substance such as marijuana and hashish, cocaine, heroin, phencyclidine (PCP), and so –called designer drugs and look-alike drugs.
- N. **“Initial test”** or **“screening test”** or **“preliminary test”** means in the context of drug detection an immunoassay screen to eliminate negative uria specimens from further consideration. In the context of alcohol detection, these terms mean an analysis of breath or saliva specimens for the purpose of eliminating negative specimens from further consideration.
- O. **“Legal drug”** means any prescribed drug or over-the-counter drug, which has been legally obtained and is being used for the purpose of which prescribed or manufactured.
- P. **“Medical practitioner”** means a licensed physician.
- Q. **“Under the Influence”** means any detectable trace or amount.

**CONTRACTOR’S CERTIFICATION FOR COMPLIANCE TO
THE CITY OF FRIENDSWOOD
ALCOHOL AND DRUG FREE WORKPLACE POLICIES**

This is to certify that the officers and operating management of Pavecon Ltd Co have read and acknowledge understanding of and agreement with the provisions of the City of Friendswood, Texas Alcohol and Drug Free Workplace policies, and the implementing procedures related thereto.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated March 4, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Daniel Stuckey
Project Manager

3/28/22

Date

END OF DOCUMENT

Drug-Free Workplace Policy

Drug-Free Workplace

LABCON, INC. does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on duty, while on the company's premises or worksites, or while operating the company's equipment or vehicles.

The use of illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to survive and prosper as a business. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible accommodations with the human resources department AND your manager. Prior to employment, each potential employee may undergo a drug test. The company may also require employees to take random drug tests during their employment with the company. A positive result on any such drug test is grounds for immediate termination. ***Your receipt of this policy statement and signature on the handbook acknowledgment form signify your agreement to comply with this policy.***

Whether employees are on LABCON, INC., customer or vendor property, use, possession, selling, distribution, concealing or transporting on or in company property or as an agent of the company, by employees or others, of any of the following substances are prohibited:

- ✓ Illegal drugs (drugs which are not legally obtainable and drugs which are legally obtainable but have been obtained illegally), controlled substances, marijuana, mood or mind altering substances, "look-alike" substances, designer and synthetic drugs, hormone enhancing and inhalants producing mood or mind altering vapors.
- ✓ Unauthorized consumption of alcoholic beverages, intoxicating substances.

Prescription medications except under the following conditions:

- ✓ The drugs have been prescribed by a licensed physician for the person in possession of the medication.
- ✓ The drugs/medications are ingested or administered only in the prescribed or recommended dosages.
- ✓ Employees who are taking prescription medication or any medication with a warning that the medication may affect the person's physically or mentally must notify their immediate manager they are taking the medication before starting their daily work activity. This is a personal responsibility of each employee.

Policy Enforcement and Testing

Searches and Inspections - If the company has reasonable cause to suspect there is drug use, possession or trafficking by employees or other persons on company property, the company reserves the right to conduct, or hire the services of someone to conduct, searches and inspections. Employee work areas, desks, lockers, briefcases, cell phones and personal vehicles parked on company property may be subject to searches at any time. Any personal items brought onto company premises do not have an expectation of privacy and are subject to search. Refusal to submit to a search or inspection is a violation of company policy and may result in disciplinary action, up to and including termination of employment.

Post Offer of Employment - Each employee is required to sign a pre-screen consent. At this time employees will be asked to list any medication, prescription, and "over-the-counter" drugs they have taken in the last 30 days. This information will be given to the testing facility and used to interpret results of the screen. Employees may be asked to provide information from his/her doctor in regard to prescriptions taken during the last 30 days. Information from the doctor may include, but is not limited to, the name of the medication, prescribed dosage, date of prescription, and the expected effect (if any) on alcohol/drug screening results and employee's general ability to function in his/her work place while

taking the medication as prescribed. All efforts shall be taken to determine if medications will affect

screen results, and if such effect distorts screen to possible inaccurate results. If the accuracy of the result is affected, such screen shall be deemed as a "mis-test" and will be re-tested at a later date. If an applicant tests positive, the conditional offer of employment shall be withdrawn.

Reasonable Suspicion – The Company reserves the right to require drug or alcohol testing for employees when based on a reasonable suspicion that an employee is under the influence of drugs and/or alcohol. Refusal to timely submit to an ordered drug or alcohol screening test is a violation of company policy and may result in disciplinary action, up to and including termination of employment.

Post-Accident – Employees will be tested when they have caused or contributed to an on-the-job injury or accident resulting in loss work time, medical treatment beyond first aid, accident or damage to company equipment and in a vehicle accident while conducting company business.

Random Testing– All employees may be subject to random drug testing throughout the calendar year. NOTE: Fees associated with positive drug screen results may be deducted from the employee's final paycheck.

Refusal to submit to a search, inspection, or drug and/or alcohol screening is a violation of company policy and may result in disciplinary action, up to and including IMMEDIATE termination of employment.

Drug-Free Workplace Act

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify **LABCON, INC.** of criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Positive/Negative Screen Results

For the purpose of this policy, a "failure" shall be any confirmed "positive" screen. A "positive" screen is a screen in which there is the presence of any detectable amount of a prohibited substance in the body. A licensed physician's written statement that such presence is necessary and non-impairing to judgment, reflex, and performance shall negate the positive screen results.

All "positive" screens shall be confirmed by an independent and detailed chemical analysis. If such confirmation test results in a "negative" finding, the employee shall be conclusively deemed to have passed the screen. No positive screens are to be reported to **LABCON, INC.** by any laboratory unless and until confirmed as above. The testing facility shall immediately report (by telephone) any positive screen results to the **LABCON, INC.** Safety Coordinator.

All tests, which are initially "negative", shall be deemed conclusive, and the employee shall not be subjected to further testing for the same incident, accident, suspicion, etc. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Positive Screening Results

In the event that an employee is unable to present a negative screening the following conditions must be met:

1. Probationary status for six consecutive months following the positive screening.
2. An employee will be tested within 45 days after first positive screening. The employee shall provide a negative screen from an approved laboratory, at intervals deemed appropriate by employer during this probationary period. The testing expense is borne by the employee.
3. During the six months probationary period, any failure by the employee to present any of the required negative screens or if the employee receives a positive test result, shall result in the employee being terminated.

4. If anytime is lost due to the alcohol/drug screen the employee must use vacation and/or personal days. In the event there is no vacation and/or personal days left, the days off will be without pay.

Employees meeting the foregoing requirements who are reinstated within six months period shall have their prior length of service recognized for purposes of vacation, insurance and retirement.

Employees failing to qualify for reinstatement during the six months period shall not be eligible for re-hire.

Employees and prospective employees failing or refusing the alcohol/drug screen will not be permitted to work or otherwise perform services on behalf of **LABCON, INC.** in the employ of any other entity.

Any person believing they have incurred adverse action as a result of this policy may appeal such action to an appeal committee composed of **LABCON, INC.** Vice President, the Safety Coordinator and the individual's immediate supervisor. The decision of such committee shall be final. The intent to appeal such action must be submitted, in writing, to the Safety Coordinator within one month of the perceived adverse action. The decision of the appeal committee shall be announced within one month after the date the Safety Coordinator receives the written intent of appeal.

Confidentiality

All alcohol/drug screen results are considered medical records and will be treated as such. Results of screens will be handled in such a manner, as only those persons requiring information of results for penalty actions will have access to this information unless otherwise required by federal or state laws.

Files of screen results will be locked at **LABCON, INC.** offices, and will be handled with limited access.

Non-Discrimination Clause

LABCON, INC. will enforce this policy, including alcohol/drug screens and punishments therein, without regard to race, religion, sex, marital status, sexual preference, age, color, national origin, pregnancy, parenthood, political preferences, physical or mental handicaps, job title or description, or seniority status.

**DOCUMENT 00455
CONSTRUCTION STORM PREPARATION POLICY**

PART I: GENERAL

- 1.1 The City of Friendswood has instituted a storm preparation policy to help protect citizens and property from damage due to loose construction materials driven by storm winds. Storms covered by this policy may be tropical disturbances, hurricanes, and systems of disturbed weather associated with weather front movements.
- 1.2 Storms from the Gulf of Mexico and systems of disturbed weather associated with fronts are preceded by a warning system from the National Weather Service that allows some time to prepare.

PART II: DEFINITIONS

2.1 WATCH

- A. A National Weather Service notice indicating that a particular hazard is possible, i.e., that conditions are more favorable than usual for its occurrence. A watch is a recommendation for planning, preparation, and increased awareness (i.e., to be alert for changing weather, listen for further information, and think about what to do if the danger materializes).

2.2 WARNING

- A. A notice issued by the National Weather Service local offices indicating that a particular weather hazard is either imminent or has been reported. A warning indicates the need to take action to protect life and property. The type of hazard is reflected in the type of warning (e.g., tornado warning, hurricane warning, etc.)

2.3 GALE AND STORM WARNINGS

- A. Gale warning may be issued when winds of 39-54 miles an hour (34-47 knots) are expected. Storm Warnings may be issued when winds of 55-73 miles an hour (48-63 knots) are expected. If a hurricane is expected to strike a coastal area, gale or storm warnings will not usually precede hurricane warnings.

2.4 HURRICANE ADVISORY

- A. A notice issued by the National Hurricane Center, numbered consecutively for each storm, describing the present and forecasted position and intensity. Advisories are issued at six (6) hour intervals at midnight, 6 a.m., noon, and 6 p.m., Eastern Daylight Time. Bulletins provide additional information. Each message gives the name, eye position, and intensity and forecast movement of the storm.

2.5 HURRICANE WATCH

- A. An announcement added to a hurricane advisory that hurricane conditions pose a possible threat to a specified coastal area within thirty-six (36) hours. A watch is used to inform the public and marine interests of the storms location and intensity, and movement.

2.6 HURRICANE WARNING

- A. A warning added to a hurricane advisory that sustained winds of 74 mph (64 knots) or higher associated with a hurricane are expected in a specified coastal area within twenty-four (24) hours or less. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force. A warning is issued to inform the public and marine interest of the storm's location, intensity, and movement. The NHC chooses a distance of approximately 300 miles.

2.7 SEVERE THUNDERSTORM WATCH

- A. A notice that severe thunderstorms are possible in your area.

2.8 SEVERE THUNDERSTORM WARNING

- A. A notice that severe thunderstorms are occurring.

PART III: EXECUTION

3.1 PHASE 1 – ALERT/WATCH PHASE

- A. This phase shall go into effect with a call and Fax from the City of Friendswood to the Contractor. The Contractor's superintendent on site shall also be informed and the Project Manager shall go over the steps that shall be taken. This shall be initiated when The National Weather Service issues a watch or warning indicating a Gulf storm system or a severe weather front exists and poses a "potential" threat to the Friendswood area.
- B. The following actions shall be taken during an Alert/Watch Phase:
 - 1. The Contractor shall immediately undertake cleanup operations at the job site.
 - 2. Make preparations to remove all debris and trash from the site.
 - 3. Stack and secure other materials that are subject to wind movement.
 - 4. Make preparations to back-fill all excavations and secure all equipment.
 - 5. Secure all facilities such as trailers, port-a-cans, tool sheds, etc.
 - 6. Doors and windows are to be closed and locked.

3.2 Phase 2 – Threat / Warning Phase

- A. When Friendswood is within the predicted impact area as in the path of a severe weather front, or in the path of a hurricane, additional preparation must be made. Phase Two (2) shall go into effect with a second (2nd) call from the City of Friendswood to the contractor.
- B. The following action shall be taken during a Threat/Warning Phase:
 - 1. The Contractor shall immediately suspend ALL building operations.
 - 2. All materials shall be tied down to resist the reported National Weather Service probable winds. Always assume the worst-case wind.
 - 3. Any materials that are not tied down shall be stored in heavy containers or carried off the job site.
 - 4. If structures are partly finished, storm bracing shall be added to withstand the probable storm winds.
 - 5. All windows are shall protected from flying debris and wind damage.
 - 6. All equipment shall be stored or removed from the job site to a safe

- place.
- 7. Trailers, port-a-cans, and any other facilities shall be tied down.
- 8. All excavations shall be covered.
- 9. All incomplete work shall be stabilized.
- 10. Take necessary precautions against rising water – some sites may be in flood prone areas.

3.3 TRAFFIC CONTROL DEVICES

- A. All Traffic Control devices for the project shall be in place and in good condition. Traffic Control Devices are **NOT** to be secured or extra weight added to hold them in place. Traffic Control Devices are to remain as originally placed and within the guidelines of the TMUTCD.
- B. All Traffic Control signage shall be cleaned for visibility, and if not up to current TMUTCD standards shall be replaced.

3.4 NOTIFICATION CONTACTS

- A. Each Contractor shall provide and maintain a contact name and two Alternates with day and night telephone numbers to The City of Friendswood for these emergency notifications.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**CONSTRUCTION STORM
PREPARATION POLICY**

This is to certify that the officers and operating management of Pavecon Ltd Co have read and acknowledge understanding of and agreement with the provisions of the City of Friendswood, Storm Policy, and the implementing procedures related thereto. The emergency contacts listed below have been given copies of this policy and instructed in the procedures contained herein.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated March 4, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Signature

Daniel Stuckey

Print Name

PAVECON LTD CO

Company Name

COMPANY CONTACTS:

Daniel Stuckey

Contact #1 Name

281-640-4910

Daytime Phone Number

281-640-4910

Nighttime Phone Number

Ron Vernon

Contact #2 Name

832-381-4459

Daytime Phone Number

832-381-4459

Nighttime Phone Number

Derrick Henderson

Contact #3 Name

281-830-1410

Daytime Phone Number

281-830-1410

Nighttime Phone Number

CITY OF FRIENDSWOOD CONTACTS:

Contact #1 Name

Jildardo Arias, PE, CFM
Director of Engineering
(281) 993-3411

Contact #2 Name

Bria Whitmire, PE, CFM
Project Coordinator
(281) 996-3208

Contact #3 Name

Rick Watkins
Project Manager
(281) 996-3292

Any nighttime contact will be made via Police Department Dispatch at (281) 996-3300.

END OF DOCUMENT

**DOCUMENT 00460
HAZARDOUS COMMUNICATIONS PROGRAM
REQUIREMENT AGREEMENT
For Contractors Performing Work Under Contract**

PART I: GENERAL

Whereas, the City of Friendswood desires to comply with the Texas Hazard Communications Act of the Health and Safety Code, provide and maintain a safe and healthy work environment for its employees, citizens and contractors and to provide for the free access to and communication of information pertaining to the use and storage of materials in the workplace; and

Whereas, the City of Friendswood wants to ensure that its contractors do the same.

Accordingly, the City of Friendswood's Hazard Communications Program maintains a list of all materials stored or used within its sites and facilities. Additionally, the City maintains and updates its inventories of MSDS on a routine basis so as to provide its employees, citizens and contractors with the most accurate and up-to-date information pertaining to materials that an employee or contractor might come into contact with during the course of normal operations.

The City acknowledges its obligations under these States and federal laws to make any and all such information available to the contractor, his employees, vendors and sub-contractors for sites or facilities within which its contractors, their employees, vendors and sub-contractors are engaged in work.

It is hereby understood and agreed that Greenscape Six, LLC, performing the work of the contract for FY2021-2022 Concrete Street Maintenance, shall provide and maintain, within the limits of all applicable laws, a satisfactory job-site Hazard Communications program including, but not limited to, an Employer Right to Know information center, which shall have a Hazard Communication Information Binder for all chemicals, materials and substances that are required for, used, stored, or incorporated into the work of the contract and a Workplace chemical list.

The Contractor shall retain all legal responsibility for providing and maintaining this center and providing accurate and an up-to-date list of all such materials chemicals and substances and the appropriate Material Safety Data Sheets (MSDS) throughout the duration of the contract or as long as the Contractor's forces, materials, substances or chemicals remain or continue to be stored on site.

The Contractor further agrees to notify the City's representative in advance if any of the work requires the use of or storage of any "hazardous chemical."

The terms and conditions of this agreement shall remain a part of the Contract and in force whether attached to the Contract or not.

PART II: DEFINITIONS

2.1 "Contractor"

00460-1

- A. Any entity legally contracted with the City of Friendswood for the purpose of providing services or goods of any nature in exchange for monetary consideration.
- 2.2 "Duration of Contract"
- A. The agreed contract time as defined and amended by the terms of the agreement.
- 2.3 "Employee vendor and sub-contractor"
- A. Means a person or group who may be or may have been exposed to hazardous chemicals in the person's workplace under normal operating conditions or foreseeable emergencies, and includes a person working for this state, a person working for a political subdivision of this state, or a member of a volunteer emergency service organization
- 2.4 "Hazardous chemical" or "chemical"
- A. Means an element, compound, or mixture of elements or compounds that is a physical hazard or health hazard as defined by the OSHA standard in 29 CFR Section 1910.1200(c), or a hazardous substance as defined by the OSHA standard in 29 CFR Section 1910.1200(d)(3), or by OSHA's written interpretations. A hazard determination may be made by employers who choose not to rely on the evaluations made by their suppliers if there are relevant qualitative or quantitative differences. A hazard determination shall involve the best professional judgment.
- 2.5 "Material Safety Data Sheet" ("MSDS")
- A. Means a document containing chemical hazard and safe handling information that is prepared in accordance with the requirements of the OSHA standard for that document.
- 2.6 "Workplace chemical list"
- A. Means a list of hazardous chemicals developed under Section 502.005(a) of the Texas Health and Safety Code.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated March 4, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Daniel Stuckey
Project Manager

3/28/22

Date

END OF DOCUMENT

00460-2

**DOCUMENT 00465
CITY OF FRIENDSWOOD
HOMELAND SECURITY ISSUES
FOR
CITY'S CONTRACTORS**

On October 8, 2001 the President of the United States established the Department of Homeland Security. The Department of Homeland Security implemented the National Strategy for Homeland Security on October 8, 2002. Providing Homeland Security for potable water systems is a federally mandated requirement for Owner/Operators of public water systems as evidenced in Homeland Security Presidential Directive HSPD-7 on December 17, 2003. The City of Friendswood has accepted this responsibility to protect the potable water system that serves its customers.

The responsibility to maintain a secure site falls upon the Contractors working at or on water system improvements. Unfortunately this responsibility has not always been accepted and maintained by the City's Contractors.

The City is very serious about it's responsibilities to protect the potable water system. Contractors that do not maintain secure sites, per instructions from the City, shall be subject to financial and civil legal action provided by the Contract and the Judicial System. Contractors that repeatedly fail to maintain a secure site may be locked out of the site until they comply with all the requirements of securing the site.

The City has the right to have security provisions implemented and to deduct said cost from the Contract as a last resort.

For the purpose of this document the meaning of secure is as follows: Reducing the vulnerability of critical infrastructure or key resources in order to deter, mitigate or neutralize terrorist attacks.

At a minimum the contractor shall enclose such areas with a fence and padlock so that access to such areas is not easily accomplished.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated March 4, 2022 by and between the aforescribed and the City of Friendswood, Texas.



Daniel Stuckey
Project Manager

3/28/22
Date

END OF DOCUMENT

00465-1

**DOCUMENT 00470
PERFORMANCE BOND**

Bond Number: [REDACTED]

THAT WE, Pavecon Ltd. Co. dba Pavecon as Principal, hereinafter called Contractor, and the other subscriber hereto, Continental Casualty Company as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of Nine hundred thousand dollars and No cents 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, and assigns, 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 FY2021-2022 Asphalt Street Maintenance 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;

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract and this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses, and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound until date of final completion as shall be expressed and set out in the terms and conditions of the Contract, and suit on said bond may be brought up until the first anniversary of the date of said final completion, or abandonment or termination of the public work contract as is provided for in Chapter 2253.078(a), Texas Government Code, as may be amended.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever securing compliance on the part of the Contractor with the terms of the Contract, and Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City shall retain certain amounts due

00470-1

City of Friendswood

Revised: 10/29/2019

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PERFORMANCE
BOND**

the Contractor until the expiration of thirty (30) days from the acceptance of the Work, which is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by the Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any changes in the Contract Documents and in the Work to be done there under, as provided in the Contract and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder, and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will full indemnify, defend, and save harmless the City from any liability, loss, cost, expense, or damage arising out of the Contractor's performance of the Contract.

If the City gives the Surety notice of the Contractors default, Surety shall, within forty-five (45) days take one (1) of the following actions:

1. Arrange for the Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume the completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce and remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be given 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.

00470-2

City of Friendswood

Revised: 10/29/2019

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PERFORMANCE
BOND**

IN WITNESS THEREOF, the Bidder 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:

Pavecon Ltd. Co. dba Pavecon

Name of Contractor



Signature

Name: Daniel Kulman

Title: President

ATTEST SEAL:

Continental Casualty Company

Full Name of Surety

151 North Franklin

Address of Surety for Notice

Chicago, IL 60606

City, State and Zip Code of Surety for Notice

1-800-672-6115

Telephone Number of Surety



Signature

Name: Michael D. Hendrickson

Title: Attorney-in-Fact

Date: 04/04/22

END OF DOCUMENT

**DOCUMENT 00475
PAYMENT BOND**

Bond Number: [REDACTED]

THAT WE, Pavecon Ltd. Co. dba Pavecon as Principal, hereinafter called Contractor, and the other subscriber hereto, [INSERT SURETY NAME], as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of Nine hundred thousand dollars and No cents 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, and assigns, 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 [INSERT PROJECT NAME], 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;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void and shall no further force and affect; otherwise the same is to remain in full force and effect;

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be given 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.

****FY2021-2022 Asphalt Street Maintenance**

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PAYMENT
BOND**

IN WITNESS THEREOF, the Bidder 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:

Pavecon Ltd. Co. dba Pavecon
Name of Contractor

Signature

Name: Daniel Hilman

Title: President

ATTEST SEAL:

Continental Casualty Company

Full Name of Surety

151 North Franklin

Address of Surety for Notice

Chicago, IL 60606

City, State and Zip Code of Surety for Notice

1-877-672-6115

Telephone Number of Surety

Signature

Name: Michael D. Hendrickson

Title: Attorney-in-Fact

Date: 04/04/22

END OF DOCUMENT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Elizabeth Ortiz, Ana Tomes, Andrew Addison,
Individually, of Bulverde, TX
Patrick Coyle, Michael D Hendrickson, Patricia Ann Lyttle, Individually, of Addison, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 18th day of August, 2021.

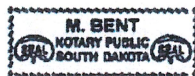


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruffat
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of August, 2021, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 4th day of April 2022



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. .

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: 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 Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company 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.

**SECTION 00500B
GENERAL CONDITIONS
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1. THE AGREEMENT AND THE CONTRACT DOCUMENTS

The Drawings, Technical Specifications and Addenda, enumerated in the Agreement, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms, as used in this Contract, are respectively defined as the following:

- A. "ADDENDA": Written or graphic instrument issued prior to Bid opening, which clarifies, modifies, corrects, or changes the Bid Documents.
- B. "ALTERNATE": The total amount bid for additions to the Work, as described in Section 01110 - Summary of Work. Each Alternate includes cost of effects on adjacent or related components, and Bidder's overhead and profit.
- C. "APPARENT LOW BIDDER": The bidder at the time of the bid opening who has the lowest documented bid before tabulation of the Bid Form.
- D. "BID": A complete and properly signed offer or proposal on Document 00300B – Unit Price Form or Document 00305B – Total Stipulated Price Form, setting forth price for the Work that shall be performed.
- E. "BID DATE": The date and time set for receipt of Bids as stated in Documents 00110B – Invitation to Bidders and 00115B – Instructions to Bidders, or as modified by Addenda.
- F. "BID DOCUMENTS": The Project Manual, the Drawings, and Addenda.
- G. "BIDDER": The person or firm who submits a Bid to the City.
- H. "CHANGE ORDER": A document which is signed by the Contractor and the City which authorizes an addition, deletion, or revision to the Work or an adjustment of the Contract Price or the Contract Time.
- I. "CITY": The City of Friendswood, Texas.
- J. "CODE": The City of Friendswood Code of Ordinances (CFCO).
- K. "CONSTRUCTABILITY REVIEW": A review and analysis by a Construction Professional of the Contract Documents and Drawings to report any errors, omissions, or inconsistencies that would prevent the project from being constructed according to the Contract Documents and Drawings.
- L. "CONTRACT DOCUMENTS": Those documents so designated Article IX of Document 00400 – Standard Agreement for Contracting Services.
- M. "CONTRACT PRICE": The monies payable by the City to the Contractor for Final Completion of the Work in accordance with the Contract Documents and as stated in Article V of Document 00400 – Standard Agreement For Contracting.
- N. "CONTRACT TIME": The number of Working Days to achieve Substantial and/or Final Completion as stated in Article III of Document 00400 – Standard Agreement For Contracting Services.
- O. "CONTRACTOR": A person, firm, or corporation with whom the Contract is made with the City.

- P. "DESIGN PROFESSIONAL": The individual or entity, either Engineer or Architect, with whom the City contracted for design and construction of the Work and named as such in Article II of Document 00400 – Standard Agreement For Contracting Services.
- Q. "DRAWINGS": The part of the Contract Documents prepared and/or approved and sealed by the Engineer which graphically shows the scope, extent, and character of the Work to be performed.
- R. "FINAL COMPLETION": The time at which all punch list items, start up procedures and other Closeout functions have been completed by the Contractor and verified by the Project Manager and recommends Final Acceptance of the Work to the City Council, and to release the Final Payment to the Contractor.
- S. "LOW BIDDER": The Bidder that submits a Bid with lowest Total Bid Price and has been verified by Bid Tabulation.
- T. "PROJECT MANAGER": The person designated by the City to represent the City during bidding, post-bid, and construction periods.
- U. "PROJECT MANUAL": A volume assembled for the Work that includes the bidding requirements, sample forms, the Conditions of the Contract, and the Technical Specifications.
- V. "SECURITY DEPOSIT": A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the Total Bid Price.
- W. "SUBCONTRACTOR": A person, firm or corporation supplying labor and materials or only labor for the Work, and under a separate Contract Agreement with the Contractor.
- X. "SUBSTANTIAL COMPLETION": The time as specified in Paragraph 3.1 of Document 00400 – Standard Agreement For Contracting Service, at which time the Work has progressed to a point whereas the Work is sufficiently complete so that the Work, at the City's discretion, can be utilized and/or occupied.
- Y. "SUCCESSFUL BIDDER": The lowest responsible bidder to whom the City awards the Contract.
- Z. "SUPPLEMENTAL CONDITIONS": The part of the Contract Documents which amends or supplements the General Conditions.
- AA. "TECHNICAL SPECIFICATIONS": The City of Friendswood Technical Specifications (CFTS) and all other Specifications added to the Project Manual by the Design Professional for necessary completion of the Work.
- AB. "TOTAL BID PRICE": The total amount bid for performing the Work as identified by Bidder and including any and all alternates and allowances.
- AC. "WORK": The entire construction required to be provided under the Contract Documents which includes, but is not limited to, performing or providing labor, services, documentation and the furnishing, installation and incorporation of materials and equipment as required by the Contract Documents.
- AD. "WORKING DAY": Any calendar day from Monday through Friday, excluding City Holidays, in which four (4) or more consecutive hours of work on the Critical Path can be performed between the hours of seven (7) A.M. and eight (8) P.M. inclusive.

3. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Contract, or if the Contract shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished Documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the virtue of any breach of the Contract by the Contractor, and the City shall withhold any payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

City also has the right to breach the Contract by anticipated repudiation if the rate of progress of the Work is so behind that the Contractor cannot finish on time.

4. PERSONNEL

- A. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the Work under the Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All work required hereunder shall be performed by the Contractor or under his supervision and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the Work covered by this Contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

5. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the City shall require, shall furnish the City such periodic reports as it may request pertaining to the Work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal.

These records shall be made available for audit purposes to the City or any authorized representative, and shall be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the City.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. COPYRIGHT

No report, maps, or other Documents produced in whole in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.

9. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations, and codes of federal, state, and local governments relating to performance of the Work herein, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities. The Contractor shall also comply with Document 00455 – Construction Storm Preparation Policy.

Failure of the Contractor to comply with all federal, state, and local applicable laws, ordinances, rules, order, regulations and codes, whether through lack of knowledge or negligence, does not relieve the Contractor to bring the Work into compliance at no additional cost to the City.

10. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City, and no other officer, employee or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

12. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his

services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

13. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enhanced herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either party.

14. CERTIFICATES AND PERMITS

Except for required permits issued by the City, which shall be issued at no cost to the Contractor, the Contractor shall secure, at their own expense, from other public authorities all necessary certificates, licenses, approvals and permits required in connection with the Work of this Contract or any part thereof, and shall give all notices required by law, ordinance or regulation. It is the duty of the Contractor to know and find out what permits are needed. The Contractor shall pay all fees and charges incident to the due and lawful prosecution of the Work of this Contract, and any extra work performed by the Contractor.

15. GUARANTEE OF WORK

- A. Neither the Notice of Final Completion, the Final Payment nor any other provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor guarantees and warrants that all materials and equipment which are to become part of the Work shall be new unless otherwise specified and that all work shall be of good quality and free from faults and defects and in accordance with the Contract Documents and of any inspections, tests or approvals required by the Contract Documents, law, ordinance, rules, regulations or orders of any public authority having jurisdiction. The City shall give notice of observed defects within reasonable promptness.
- B. Neither observations by the City's Design Professional nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from their obligations to perform the Work in accordance with the requirements of the Contract.
- C. The provisions of this paragraph shall be cumulative of and not in limitation of the responsibility of the Contractor for defects in the Work or materials or damages resulting therefrom as otherwise provided by the law of the State of Texas or this Contract, including, without limitation, the implied warranty of fitness of the Work and the implied obligation to perform the Work in a good and workmanlike manner.

16. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor shall be furnished additional instructions and detail drawings as necessary to carry out the Work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and shall be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions. The Contractor and the City's Design Professional shall jointly (a) a schedule, fixing the dates at which special drawings will be required, such drawings, if any, to be furnished by the City's Design Professional in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the Work; each schedule to be subject to change from time to time in accordance with the progress of the Work.

17. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the City's Design Professional two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the City's Design Professional and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the City's Design Professional with two (2) corrected copies. Regardless of corrections made in or approval given to such drawings by the City's Design Professional, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Drawings and Technical Specifications, unless the Contractor notifies the City's Design Professional in writing of any deviations at the time such drawings are furnished.

18. MATERIALS, SERVICES, AND FACILITIES

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendents, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- B. Any work necessary to be performed after regular working hours on Saturdays, Sundays or legal City Holidays shall be performed without any additional expense to the City. Such work shall only be performed after written notice is given to and approval given by the City. Notice shall be a minimum of forty-eight (48) hours previous to the commencement of such work and only within the specifications specified in Section 01140 – Work Restrictions.

19. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest is retained by the seller. The

Contractor warrants that they have good title to all materials and supplies used by the Contractor in the Work, free from all liens, claims, or encumbrances.

20. INSPECTION AND TESTING OF MATERIALS

- A. All materials and equipment used or any infrastructure produced in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City shall pay for all first (1st) laboratory inspection services directly and not as a part of the Contract. Should any materials, equipment or infrastructure fail the first (1st) test, the Contractor shall pay for all subsequent testing to show that items meet the specifications of the Contract.
- B. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with the Technical Specifications and suitability for uses intended.

21. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Drawings or in the Technical Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which shall perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the City's Design Professional, of equal substance and function. It shall not be purchased or installed by the Contractor without the City's Design Professional's and the City's written approval.

The "or equal" clause shall only pertain to materials, articles or equipment specified or identified as such. Material, articles, or equipment not listed as such shall not be substituted.

22. PATENTS

- A. The Contractor shall indemnify, defend, and hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.
- B. License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the City for a project shall be reasonable and paid to the holder of the patent or their authorized licensee, direct by the City and not by or through the Contractor.
- C. If the Contractor uses any design, device, or materials covered by letters of patent or copyright, he shall provide for each use by suitable agreement with the City of such patented or copyrighted design, device, or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device,

or materials in any way involved in the Work. The Contractor and/or his Sureties shall indemnify, defend and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

23. SURVEYS

Unless otherwise expressly provided for in the Technical Specifications, the City shall furnish the Contractor all surveys necessary for the execution of the Work.

At the beginning of the project the City shall have a surveyor set vertical and horizontal control points. All other surveying for construction and progression of the Work shall be the Contractors responsibility and incidental to the Contract.

24. CONTRACTORS OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and any said Technical Specifications and in accordance with the Drawings covered by this Contract and any and all supplemental drawings and specifications, and in accordance with the directions of the City's Design Professional as given from time to time during the progress of the Work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and Technical Specifications, and shall do, carry on and complete the entire work to the satisfaction of the City and the City's Design Professional.

25. INSURANCE

The Contractor shall not commence and work under this Contract until all insurance required herein has been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on this Subcontract until the insurance required of the Subcontractor has been so obtained and approved (See Document 00115B – Instructions to Bidders, Part XVIII).

All insurance shall be written by an insurer licensed to conduct business in the State of Texas.

**26. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS,
AND ACCIDENT PREVENTION**

A. Lead Based Paint Hazards:

(Applicable to Contracts for construction or rehabilitation of residential structures.)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under subpart B of said regulations. The City shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives:

When use of explosives is necessary for the prosecution of the Work, the Contractor shall observe all local, state, and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property and all underground structures and utilities.

The Contractor shall notify all owners of public utility property of the intention to use explosives at least forty-eight (48) hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the City does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

The Contractor shall subcontract to a company or firm that is licensed by state and federal entities for the purchase, transport, and use of such explosives. Subcontractor shall have a minimum of ten (10) years experience and shall be subject to the approval and verification of the City.

C. Danger Signals and Safety Devices (Modify as Required):

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in condition sufficient of red or warning lights at night, suitable barricades and other devices and signage necessary to protect the public. In case the Contractor fails or neglects to take such precautions or maintain same, the City shall have such lights, barricades, devices and/or signage installed and charge the cost of this work to the Contractor. Such action by the City does not relieve the Contractor of any liability incurred under these Technical Specifications or Contract. All such Signals or devices shall comply with the latest edition of The Texas Manual on Uniform Traffic Control Devices (TMUTCD).

27. SUSPENSION OF WORK

Should the City be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time completion of the Work shall be extended to such reasonable time as the City shall determine will compensate for time lost by such delay with such determination to be set forth in writing.

28. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of the Contractor's employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the Work under this Contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of the project, appliance, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

29. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE CITY

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the City, provided the City:

- A. Secures written consent of the Contractor except in the event, in the opinion of the City or the City's Design Professional, the Contractor is chargeable with unwarranted delay in completing the Contract requirements;
- B. Secures consent of Surety;
- C. Secures endorsement from insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or,
- D. When the project consists of more than one (1) building and one (1) of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance construction.

Use and occupancy shall not be allowed without the approval of the City's Design Professional, the Director of Community Development, and the City Manager. All conditions and terms for occupancy prior to acceptance shall be written and agreed to by the Contractor and the City.

30. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at the Contractor's expense:

- A. To take every precaution against injuries to persons or damage to property;
- B. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of the Work or any other Contractor or Subcontractors work;
- C. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work;
- D. To clean up frequently all refuse, rubbish, scrap materials and debris caused

- by construction operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- E. Before Final Payment to the Contractor, removal of all surplus material not to be kept and stored, false work temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from the Contractor's operations, and to put the site in a neat, orderly condition.
 - F. To effect all cutting, fitting or patching of the Contractors work required to make the same to conform to the Drawings and Technical Specifications and, except with the consent of the City and the City's Design Professional, not to cut or otherwise alter the Work of any other Contractor.

31. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of the Work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right shall be reserved, except herein otherwise specifically limited , to increase or diminish them as deemed reasonably necessary or desirable by the City to complete the Work contemplated by the Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

All quantities shall be based on exact or near exact usage of items actually installed and incorporated into the Work.

32. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the City shall obtain all lands and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.

33. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and service thereof completed when said notice is posted, certified or registered mail, to the said Contractor at the last given address or delivered in person to the said Contractor or duly authorized representative on the Work.

34. SEPARATE CONTRACT

The Contractor shall coordinate operations with those of other Contractors. Cooperation shall be required in the arrangement for the storage of materials and in detailed execution of the Work. The Contractor, including the Subcontractors, shall keep informed of the progress and detail work of other Contractors and shall notify the City's Design Professional immediately of lack of progress or defective workmanship on the part of other Contractors.

Failure of a Contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the Work as being

satisfactory for proper coordination with the Contractors own work.

35. SUBCONTRACTING

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval of the City, which approval shall not be given until the Contractor submits to the City a written statement, Document 00710 – List of Proposed Subcontractors and Suppliers, concerning the proposed award to the Subcontractor, which statement shall contain information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts or omissions of Subcontractors performing work under the Contractors supervision, and of persons directly or indirectly employed by said Subcontractor, as the Contractor is for acts and omission for persons directly employed by the Contractor.
- D. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to bind Subcontractors to the Contractor by terms of the General Conditions and Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any Subcontractor that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

36. THE CITY'S DESIGN PROFESSIONAL AUTHORITY

The City's Design Professional shall convey all orders and directions contemplated under this Contract and Technical Specifications, relative to the execution of the Work. The City's Design Professional shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which shall be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The City's Design Professional's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract or Technical Specifications, the determination or decision of the City's Design Professional shall be condition precedent to right of the Contractor to receive any monies or payment for work under this Contract affected in any manner or to any extent by such question.

37. MEANING AND INTENT

The City's Design Professional shall decide the meaning and intent of any portion of the Technical Specifications and of any Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor, under this Contract and other Contractors, performing work for the City, shall be adjusted and determined by the City's Design Professional.

38. CONTRACT SECURITY

If the Contract amount exceeds Twenty-Five Thousand Dollars (\$25,000), a Payment Bond shall be furnished, and if the Contract amount exceeds One Hundred Thousand Dollars (\$100,000) a Performance Bond also shall be furnished, on prescribed forms in the amount of one hundred percent (100%) of the Contract amount as prescribed by the state, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract and as security for faithful performance of this Contract.

39. ADDITIONAL OR SUBSTITUTE BOND

If at any time the City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall, within five (5) working days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the City.

For Final Acceptance, the Contractor shall supply a One-year Maintenance Bond dated the date of Council Acceptance, and effective for One-year, in the total amount of the Contract.

40. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work called for this Contract.

41. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, and other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor shall so settle. If such other Contractor or Subcontractor assert any claim against the City on account of damage alleged to have been sustained, the City shall notify the Contractor, who shall indemnify and hold harmless the City against any such claim.

42. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the Final Payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work. No payment, however, final or

otherwise, shall operate to release the Contractor or the Contractors Sureties from any obligations under this Contract or the Performance, Payment or Maintenance Bonds.

43. PAYMENTS BY THE CONTRACTOR

The Contractor shall pay the following:

- A. For all transportation and utility services no later than the twentieth (20th) day of the calendar month following that in which the services are rendered;
- B. For all materials, tools, and other expendable equipment to extent of ninety percent (90%) cost thereof, no later than the twentieth (20th) day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, no later than the thirtieth (30th) day following the completion of that part of the Work in or on which such materials, tools and equipment are incorporated or used; and
- C. To each of the Subcontractors under contract to the Contractor, no later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of work performed by said Subcontractors to the extent of each Subcontractors interest therein.

44. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first progress payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that shall become due the Contractor in accordance with the project schedule. The Contractor shall also furnish on forms to be supplied by the City:

- A. A detailed estimate giving complete breakdown of the Contract Price and;
- B. Periodic itemized estimates of work done for the purpose of making progress payments thereon. The costs employed in making up any of these schedules shall be used only for determining the basis of progress payments and shall not be considered as fixing basis for additions to or deductions from the Contract Price.

45. PAYMENTS TO THE CONTRACTOR

- A. Not later than the twentieth (20th) day of each calendar month, the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure proper performance of the Contract, the City shall retain ten percent (10%) [five percent (5%) if the total Contract Price exceeds Five Hundred Thousand Dollars (\$500,000)] of the amount of each estimate until Final Completion and acceptance of all work covered by this Contract; provided that the Contractor shall submit the estimate no later than the fifth (5th) day of the calendar month. Provided further, that on completion and acceptance of each separate building, public work or other

- division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- B. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- 1) Materials shall only be taken into consideration with validation by invoice, or other document showing the materials are paid, and if allowed only in the amount invoiced.
- C. All material and work covered by progress payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the City to require the fulfillment of all of the terms of the Contract.
- D. The City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that they will indemnify, defend and save the City harmless from all claims growing out of lawful demands of Subcontractors, labors, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, the City shall, after having served written notice on the said Contractor, the City shall either:
- 1) Withhold from said Contractors unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or the Contractors Surety; or
- 2) Pay unpaid bills direct on which the City has given written notice. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City and the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith. This provision shall not be construed to give rise to any third party beneficiary rights in claimants.
- 3) If in the opinion of the City the Contractor cannot in due diligence make payment to Subcontractors, suppliers or other debt incurred as a result of the Work or the non-payment is a recurring problem, the City shall immediately notify the Contractors Surety and make claim on the Payment Bond.
- E. Monies in dispute, either due to non-payment as specified above, if more monies withheld from the Contractor than can be justified, and payment to the Contractor has passed beyond one (1) progress payment, the Contractor shall be due interest on the unjustified part of

the amount withheld. If the Contractor fails to pay Subcontractors, suppliers or other debt past one (1) progress payment, subcontractors, supplies, or other debt shall be entitled to interest payments on monies owed from the Contractor.

Payments due and unpaid under Contract Documents shall bear interest from the date payment is due at such rate as the legal rate prevailing at the time at the place where project is located.

46. CORRECTION OF WORK

All work, all materials, whether incorporated in the Work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to inspection of the City's Design Professional who shall be the final judge of the quality and suitability of the Work, materials, processes for manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the City's Design Professional's approval, they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at the Contractor's expense. If, in the opinion of the City's Design Professional, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City and the City's Design Professional is determined to be equitable.

If the Contractor cannot or will not remedy the Work that the Contractor has been notified is defective, the City shall give written notice for the Contractor to bring such defective work into compliance with the Contract Documents in a reasonable number of days. If the Contractor fails to take corrective action, then the City shall have the defective work corrected and deduct the cost from the Contract.

47. SUBSURFACE CONDITIONS

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Technical Specifications, the Contractor shall immediately give notice to the Project Manager and the City's Design Professional of such conditions before they are disturbed. The City's Design Professional shall thereupon promptly investigate the conditions and, if the City's Design Professional finds that they materially differ from those shown on the Drawings or indicated in the Technical Specifications, the City's Design Professional shall at once make such changes in the Drawings and/or Technical Specifications as shall be necessary. Any increase or decrease of the cost resulting from such changes shall be adjusted in the manner provided in Paragraph 49 of the General Conditions.

48. CLAIMS FOR EXTRA COST

No claim for extra work or cost shall be allowed unless the same was done pursuant to a written order of the City's Design Professional and approved by the City, as aforesaid, and the claim presented with the first (1st) estimate after the

changed or extra work is done. When work is performed under the terms of Paragraph 49.C of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, shall give the City access to accounts relating hereto.

49. CHANGES IN WORK

No changes in the Work covered by the approved Contract Documents shall be made without having prior written approval of the City. Any work undertaken by the Contractor that changes work covered by the approved Contract Documents shall be at the Contractors own risk and no claim shall be made against the City if said work is not approved for change.

- A. Unit Bid Prices previously approved by the Contract Documents.
- B. An agreed Lump Sum.
- C. Time and material, in which the actual cost shall be:
 - 1) Labor, including foreman;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age unemployment contributions.

To the cost under subparagraph C of Paragraph 49 there shall be added a fixed fee to set at ten percent (10%) of the extra work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

50. EXTRAS

Without invalidating the Contract, the City may, to the extent allowed by law, order extra work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly, and consent of the Surety being first (1st) obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated in the proposal and no claims for any extra work or materials shall be allowed unless the work ordered in writing by the City or the City's Design Professional and approved by the City, acting officially for the City, and the price stated in such order.

51. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time of completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date specified in Document 00725B – Notice To Proceed.
- B. The Contractor agrees that said Work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for completion of the

Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and industrial conditions prevailing in this locality. City reserves the right to terminate this agreement, and breach by repudiation, without penalty, if the rate of progress is so behind schedule that full completion thereof cannot reasonably be accomplished within the time specified.

- C. If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the City, the Contractor does hereby agree, as a part consideration for awarding of this Contract, to pay to the City the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every consecutive working day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.
- D. The said amount stated in Document 00400 – Standard Agreement For Contracting Services is fixed and agreed upon by and between the Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.
- E. It is further agreed that time is of the essence of each and every portion of this Contract and of the Technical Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such an extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with any liquidated damages or any excess cost when the City determines that any part of the liquidated damages was not the fault of the Contractor and the City determines that the request for extension by the Contractor is justified and due to:
 - 1) Any preference, priority, or allocation duly issued by the government;
 - 2) The following unforeseeable causes namely acts of the public enemy, unjustified acts of the City, acts of another Contractor in performance of a Contract with the City, fires, floods, earthquakes, hurricanes, tornadoes, epidemics and any other acts of nature, quarantine restrictions, strikes, freight embargos; and rainy days claimed by the Contractor; however rainy days shall be considered only if the Contractor notifies the City on the day the Contractor claims he cannot work because of rainy weather that day. Rainy day must be as is specified in Paragraph 51.E.3 below. Failure to report the rainy day and to claim said rainy day on Document 00975 – Time Request shall eliminate any claim for time extension because of rain or inclement weather on that day.
 - 3) Rainy day shall be described as when a minimum of sixty percent (60%) of the Contractors workforce cannot work for four (4) or more consecutive hours on critical path activities and providing that the

Contractor has complied with the conditions under Paragraph 51.E.2.

- 4) Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subparagraphs one (1) and two (2) of this Paragraph.
- F. Provided, further, that the Contractor shall, within ten (10) days from beginning of such delay, unless the City shall grant a further period of time prior to the date of final completion of the Contract, notify the City, in writing, of the causes of delay, who shall ascertain the facts and extent of delay and notify the Contractor within reasonable time of the City's decision in the matter.
- G. Provided, that this provision for liquidated damages shall be cumulative of and not in limitation of any other remedy available to the City, including, but without limitation, the right to terminate as provided in Paragraph 3 of the General Conditions and recover additional damages for any excess cost in otherwise completing the Work.
- H. The City shall, if it deems necessary, start charging liquidated damages equal to the amount of time over the date of Final Completion listed in Document 00725B – Notice To Proceed. This date shall be adjusted using current changes in Contract Time and allowable Weather Days. The amount of liquidated damages shall be deducted from the next Pay Estimate submitted by the Contractor.

52. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the City's Design Professional shall direct, the Contractor shall cause the Subcontractors to protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the City's Design Professional, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of the Subcontractors so to protect the Work, such materials and work shall be removed and replaced at the expense of the Contractor.

53. PROTECTION OF THE WORK AND PROPERTY – EMERGENCY

- A. The Contractor shall at all times safely guard the City's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect the Work and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract, by the City or the City's duly authorized representatives.
- B. In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act, without previous instructions from the City or the City's Design Professional, in a diligent manner. The Contractor shall notify the City or the City's Design Professional immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall promptly be submitted to the City or the City's Design Professional.

- C. Where the Contractor has not taken action but has notified the City or the City's Design Professional of an emergency threatening injury to persons or damage to the Work or any adjoining property, the Contractor shall act as instructed by the City or the City's Design Professional.
- D. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided for in the General Conditions.

54. INSPECTION

The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data. The Contractor shall not impede and allow unrestricted access to the Project Managers, Building Official, and Testing Laboratory personnel.

55. SUPERINTENDENCE BY CONTRACTOR

At the site of the Work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that the representative shall be acceptable to the City's Design Professional and shall remain in such capacity for the particular job involved unless superintendent ceases to be on the Contractors payroll.

56. FEDERAL LABOR STANDARDS PROVISIONS

All laborers and mechanics employed upon the Work covered by this Contract shall be paid unconditionally and not less than once each week and without subsequent deduction or rebate on any account (except such payroll deductions as are mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (see either Document 00435 – Wage Scale for Engineering Projects or Document 00440 – Wage Scale for Architect Projects), regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred more than a weekly period under plans, funds, or programs, but covering the particular work week, are deemed to be constructively made or incurred during such weekly period.

57. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by the Contract, the City, in addition to such other rights as may be afforded it under this Contract, shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City, may consider necessary to pay such laborers or mechanics the full amount of wages required of this Contract. The amount so withheld may be disbursed by the City for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers and mechanics to whom same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

58. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal, correctional institution or undocumented workers shall be employed on the Work covered by this Contract.

59. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Unlisted classifications needed for work not included within the scope of the classifications listed in the wage determination of this Contract maybe added after award only as provided in the labor standards contract clauses (29CFR, 5.5(a)(1)(ii).

60. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The City shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such benefit, an hourly cash equivalent thereof established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefits, the question, accompanied by a recommendation of the City, shall be referred to the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster and the applicable wage determination decisions, with respect to the various classification of laborers and mechanic employed upon the Work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at the appropriate conspicuous points at the site of the Work.

62. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom wages, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated

against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to their employer.

63. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the Work covered by this Contract shall be promptly reported by the Contractor in writing to the City for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND THE SUBCONTRACTOR

- A. The Contractor and each Subcontractor shall prepare their payrolls on forms satisfactory to and in accordance with instructions to be furnished by the City. The Contractor shall submit weekly to the City one (1) certified copy of all payrolls of the Contractor and of the subcontractors, it is being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each Subcontractor covering all laborers and mechanics employed upon the Work covered by this Contract shall be maintained during the course of the Work and for a period of three (3) years thereafter. Such payroll records shall contain name and address of each employee, the employee's correct classification, rate of pay (including rates of contributions or costs anticipated of types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.
- B. In addition, whenever the Secretary of Labor has found, under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that wages of any laborer or mechanic include the amount any costs reasonably anticipated in providing benefits under a plan, or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and will maintain records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each Subcontractor shall make their employment records, with respect to persons employed by them upon the Work covered by this Contract, available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the City and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractors during working hours on the job.
- C. At a minimum the Contractor and subcontractors shall certify their payroll and remit such certification with the progress payment request.

65. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the project or program to which the Contract pertains by the employees of the Contractor or any Subcontractor and manufacturing or furnishing of materials, articles, supplies or equipment on the site of the project of program to which this Contract pertains by persons employed by the Contractor or by any Subcontractor, shall, for the purpose of this Contract, and without limiting the generality of the foregoing provisions of this Contract, shall be deemed to be work which these Federal Labor Standards Provisions are applicable.

66. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the Work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the Subcontractor. The City shall not approve any Subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or the Secretary of Housing and Urban Development to receive an award of such subcontract.

Any Subcontractor shall also not be eligible if they previously or currently, in default of a contract on any other project, have failed to complete any project or was removed from a project for defective work.

67. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the Work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the Subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may be in turn be made.

68. BREACH OF FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein set forth, the City reserves the right to terminate this Contract if the Contractor or any Subcontractor, whose subcontract covers any of the Work covered by this Contract, shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

69. EQUAL OPPORTUNITY PROVISIONS (E.O. 11246)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative actions to ensure that applicants for employment are employed and that employees treated during employment without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment notice to be provided Contracting Officer setting forth provisions of this nondiscrimination clause.
- C. The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- D. The Contractor shall incorporate foregoing requirements in all subcontracts.

70. CIVIL RIGHTS ACT OF 1964

Under Chapter 106 of the Civil Practice & Remedies Code of the Revised Civil Statutes of Texas, no person shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the City.

71. CONFLICTING CONDITIONS IN THE CONTRACT DOCUMENTS

The Contract Documents are complementary and what is called for by one (1) shall be as binding as if called for by all. In case of conflict between any Contract Documents interpretation shall be as listed in Document 00115B – Instruction to Bidders, Paragraph XXIII.

72. INDEMNIFICATION

- A. The Contractor shall defend, indemnify and hold harmless the City and the City's Design Professional and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses arising out of or resulting from the performance of the Work or any act or omission of the Contractor or the Contractors employees, agents, suppliers or subcontractors.
- B. The obligation of the Contractor under this Paragraph shall not extend to the liability of the City's Design Professional, their agents or employees arising out of preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or Technical Specifications, or the giving of or failure to give directions or instructions by the City's Design Professional, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

73. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the Work, except when the direct or unavoidable extra cost to the Contractor is caused by failure of the City to provide information or material, if any, which is to be furnished by the City. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor to the City or the City's Design Professional and, if found correct, shall be referred to the City Council for

final approval or disapproval; and action thereon by the City Council shall be final and binding. If delay is caused by specific orders given by the City or the City's Design Professional to stop work, or by the performance of extra work, or by the failure of the City to provide material or necessary instructions for carrying on the Work, then such a delay shall entitle the Contractor to an equivalent extension of time, the application of which shall, however, be subject to the approval or disapproval of the City Council; and no such extension of time shall release the Contractor or the Surety on their performance bond from all obligations hereunder which shall remain in full force until the discharge of the Contract.

74. MAINTENANCE OF WORK

If, after approval of Final Payment and prior to expiration of the one (1) year date of Substantial Completion or such longer period as may be prescribed by law or any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, correct such defective work. If the Contractor does not promptly comply with such instructions, the City shall have defective work corrected and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor or the Contractor's Surety. The provisions of this paragraph shall not limit the obligation of the Contractor under Paragraph 15 (Guarantee of Work) of the General Conditions in any respect whatsoever, including the time period of such Guarantee of Work contained therein, as will arise under the laws of the State of Texas and said Paragraph 15 and without regard to the provisions of this Paragraph, nor shall this Paragraph be construed to establish any period of limitations for any cause of action against the Contractor under the obligations of said Paragraph 15.

75. ANTITRUST

The Contractor hereby assigns to the City any and all claims for overcharges associated with this Contract which arise under the anti-trust laws of the United States, 15 U.S.C.A. Sec. 1, et seq. (1973).

76. DELAY, DISRUPTION, OR OTHER CLAIMS

Any claim by the Contractor for delay, disruption or any other claim shall be based on a written notice delivered to the City and to the City's Design Professional promptly (but in no case later than ten (10) working days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within ten (10) working days of delivering said notice, the Contractor shall deliver to the City and the City's Design Professional notice of the amount of the claim and specific and detailed support documentation and data on the impact claimed. Further, the Contractor shall furnish on a continuing basis all of the documents that in any way are purported to support the damages, costs, expenses, and impact of the claim event. The Contractor's failure to fully comply with any of these requirements with respect to any claim shall constitute a complete and final waiver of said claim.

77. SANITARY AND SAFETY FACILITIES

The Contractor shall be responsible for all sanitary and safety facilities necessary for the Project, including rest rooms, drinking facilities, wash areas, hardhats, trench shoring, etc.

78. SUBMITTALS

The Contractor shall be responsible for verifying that all submittals from the suppliers, manufacturers, subcontractors, and/or any other source of materials, processes, services, equipment, hardware, and/or software, conform to the Contract Documents and Technical Specifications. **ANY AND ALL** deviations, no matter how minor, shall be listed on the Contractor Submittal sheet and identified on the submittals/shop drawings. Failure to acknowledge deviations from the Contract Documents and Technical Specifications as specified in Section 01330 – Submittal Procedures, even if noted “Acknowledged Receipt”, “No Exception”, or “Exceptions As Noted”, by either the City or the City’s Design Professional, does not alleviate the responsibility and such submittal shall be deemed be Defective Work and shall be corrected according to the Specified Item at no additional charge to the City.

79. WARRANTIES

All warranties and guarantees for all material, labor, equipment, processes, services, hardware, and/or software shall begin at the time that the Project is accepted by the Friendswood City Council, and not at the time of purchase, installation, startup, manufacture, or creation date. Warranties and guarantees shall be for the length of time as stated in the Contract Documents and Technical Specifications, and not that of the supplier, manufacturer, creator, or subcontractor, and shall **NOT** be changed unless authorized by a Change Order approved and signed by the City. Any disparity between the Contractor and the supplier, manufacturer, and /or creator’s Warranty Period and the Warranty Period as stated in the Contract Documents and Technical Specifications, it shall be the Contractors responsibility to fix, repair or replace damaged/defective items for the duration of the One-Year Maintenance Period at no additional cost to the City.

END OF SECTION

**SECTION 00600
SUPPLEMENTAL CONDITIONS**

1. GENERAL

The Provisions of this Section of the Technical Specifications shall govern in the event of any conflict between them and Document 00500B – General Conditions.

2. DESIGN PROFESSIONAL

The words "Design Professional" in these Technical Specifications shall be understood as referring to [INSERT DESIGN PROFESSIONAL'S NAME AND ADDRESS], Design Professional of the City, or such other Design Professional, or persons as may be authorized by the City to act in any particular position.

3. LOCATION OF THE PROJECT

This project is located in Friendswood, Texas, [INSERT COUNTY] County. Map showing the general location of this project is included in the Drawings.

4. CONSTRUCTION IN PUBLIC STREETS AND PRIVATE DRIVES

- A. No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all-weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the streets involved in the Work included in this Contract. The residents along the affected road(s) shall be contacted a minimum of forty-eight hours (48 Hrs) prior to the time the construction shall commence at their driveways or entrances and informed as to the length of time the driveways shall be closed.
- B. The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the streets. The Owners or Tenants of commercial properties where access and/or entrance drives which shall be affected by construction shall be notified a minimum of twenty-four hours (24 Hrs) prior to the time the construction shall be started at their driveways or entrances and informed as to the length of time driveways shall be closed.
- C. During inclement weather the Contractor shall construct temporary gravel or shell crossings and wooden walkways to allow ingress and egress across excavated areas at no expense to the City and as directed by the Project Manager or the City's Design Professional.
- D. The Contractor shall be responsible for all streets and entrance reconstruction and repairs and maintenance of same for a period of one year (1 Yr) from the date of such reconstruction or Substantial Completion, whichever is longer. In the event the repairs and maintenance are not made immediately to the satisfaction of the City, and it becomes necessary for the City to make such repairs, the Contractor shall reimburse the City for the cost of such repairs.
- E. The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along public streets or private drive.
- F. During the prosecution of the Work, the Contractor shall obstruct public travel as little as possible and in no case shall there be less than twelve feet (12 Ft) in width of unobstructed roadway for traffic.

5. **MAINTENANCE OF STORM SEWER, UTILITY CROSSINGS, AND EXISTING ROADWAYS**
The Contractor shall maintain storm sewers, utilities, pipelines, and drainage facilities along the construction route at all times during construction at no additional expense to the City. Storm sewers and utilities crossing existing roadways shall be backfilled in accordance with these Technical Specifications and the Standard Details to an elevation six inches (6 In) below the elevation of the existing roadway. A temporary road patch of six inches (6 In) thick of compacted limestone base shall be constructed to or a little above the elevation of the existing roadway within the limits of the pavement removal at no additional cost to the City. The existing roadway shall be maintained throughout the construction. Pot hole appearing in the base or the existing pavement shall be deemed a hazard to the general public and shall be filled and maintained as directed by the Project Manager.
6. **PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**
In case it is necessary to change or move the property of any owner or public utility, such property shall not be moved or interfered with until ordered to do so by the Project Manager. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.
7. **TEMPORARY CONSTRUCTION**
No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written permission of the Project Manager.
8. **PROJECT MAINTENANCE**
The Contractor shall maintain and keep in good repair all work contemplated under these Drawings, Exhibits and/or Technical Specifications which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, wooden walkways, barricades, lights, danger signals and all work which is necessary for the well-being of the general public. In the event the Contractor fails to properly maintain the Work, the City shall make such repairs as are necessary and the cost of said repairs shall be deducted from payment due to the Contractor.
9. **BORINGS**
Wherever certain test borings are made on this site, the locations of such test borings and the information revealed by them is indicated on the Drawings and profiles for the project. These borings shall not be construed as a warranty on the part of the City of the exact nature of the subsurface conditions that will be encountered during construction of the Work. The information thus furnished is intended only as a guide to the Contractor in making their own investigations preliminary to submitting a price for the Work.
10. **PROPERTY LINES AND MONUMENTS**
The Contractor shall protect all property corner markers and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed, shall be reset by a Professional Land Surveyor licensed by the State of Texas, at the expense of the Contractor.

11. EXISTING STRUCTURES

The Drawings show the locations of all known surface and subsurface structures. However, the City assumes no responsibility for failure to show any or all of these structures on the Drawings, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special work, provisions which are not made in the Drawings and the Proposal, in which case the provisions in these Technical Specifications for extra work shall apply.

12. BARRICADES, LIGHTS, AND WATCHMEN

- A. Where the Work is carried on, in or adjacent to any street, alley or public place, the Contractor shall at their own cost and expense furnish and erect such barricades, fences, battery type flasher-markers and danger signals, shall provide watchmen, and shall provide such other precautionary measures for the protection of persons or property and the Work as are necessary. Barricades shall be painted using color that shall be visible at night and reflective. From sunset to sunrise the Contractor shall furnish and maintain at least one (1) battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the Work and the public.
- B. The Contractor shall be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the Project Manager shall order the damaged portion to be immediately removed and replaced by the Contractor at no additional cost to the City. The Contractor's responsibility for the maintenance and repair of barricades, signs and lights, and for providing watchmen shall not cease until the project has been accepted by the City.
- C. Materials and equipment stored in or near the path of traffic shall be protected with red flags during the day and with lights during the night.

13. FENCES, DRAINAGE CHANNELS, AND CROP DAMAGE

- A. Boundary fences or other improvements removed to permit the installation of the Work shall be replaced in the same location and left in a condition as good or better than that in which they are found. This shall include landscaping, gardens, etc.
- B. Where surface drainage channels are disturbed or blocked during construction, final restoration to their original condition of grade and cross section shall be accomplished after the Work of construction is completed. Interim reshaping and cleanup shall occur immediately after trench backfilling.
- C. The Contractor shall not be held liable for unavoidable damage of crops provided such damage occurs within the construction easement provided by the City.

14. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

- A. All trees, stumps, slashings, brush or other debris removed from the sites as a preliminary to the construction work shall be removed from the property and disposed of in a manner approved by the Project Manager.
- B. All excavated earth in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Project Manager, it can be neatly spread over and along sites to form the finished contours.

15. WATER FOR CONSTRUCTION

- A. Water used for sprinkling, testing and flushing of waterlines or any other purpose incidental to this project, shall be furnished to the Contractor. The Contractor shall make necessary arrangements for securing and transporting said water and shall take said water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the City's water system. Water shall not be used in a wasteful manner.
- B. Water shall be dispensed from a meter from the City' Department of Public Works. The Contractor shall not operate any valves on the existing water supply without a Public Works employee present. All water going into containers shall use a vacuum break.
- C. There shall be no jetting or flooding of trenches.

16. LIGHTS AND POWER

The Contractor shall provide, at the Contractor's expense, electrical power, temporary lighting, and facilities required for the proper prosecution and inspection of the Work.

17. CLEANUP

- A. Cleanup shall follow the execution of the Work. At the conclusion of the Work, all tools, temporary structures, and materials belonging to the Contractor shall be promptly removed and all dirt, rubbish and other foreign substances shall be disposed of properly.
- B. The Contractor shall thoroughly clean all equipment and materials installed by the Contractor and shall deliver over such materials and equipment undamaged in a bright, clean polished and new appearing condition.
- C. During construction of the Work, the Contractor shall, at all times keep the site of the Work and adjacent premises as free of material, debris and rubbish, as is practicable and shall remove same from any portion of the site, if, in the opinion of the Project Manager, such material, debris or rubbish constitutes a nuisance or is objectionable.
- D. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

18. EXISTING UTILITIES, PIPELINES, AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities, pipelines, and service lines crossed or exposed by the construction operations. Where existing utilities, pipelines, or service lines are cut, broken, or damaged, the Contractor shall replace or repair them with the same type of original material and construction, or better, at the Contractors own cost, with the exception of those items included in the price schedule.

19. POLES, SIGNS, GUY WIRES, ETC.

- A. All utility poles and guy wires, private sign posts, signs and guy wires, and similar private obstructions which interfere with the construction of this project shall be removed and replaced, or moved to new permanent locations by the owners thereof, at the Contractor's expense. No separate compensation shall be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.
- B. The removal and replacement of the City's street sign post and signs are the responsibility of the Contractor. The Contractor shall be responsible for all damage to street sign posts and signs with in the limits of the Contractor's operations that remain in place or are removed and replaced. In the event street sign posts and/or

signs are damaged or destroyed by the Contractor's operations, said sign posts, or signs shall be replaced by the Contractor at no cost to the City.

- 1) All signs on City Streets that are not Texas Department of Transportation (TxDOT) Highways shall be purchased directly from the Department of Public Works.

20. SALVAGED MATERIALS

All materials removed during the construction of the projects, and designation on the Drawings or by the Project Manager, as salvaged materials, shall be removed, cleaned, and stored as directed by the Project Manager. Salvaged materials shall be the property of the City.

21. PROTECTION OF IMPROVEMENTS

The Contractor shall be entirely responsible for the protection of all improvements that are not designated by the Project Manager to be removed for proper construction of the project; this shall include sidewalks, buildings, walls, existing inlets and manholes, underground utilities, shrubs trees, signs, sod and pavement.

22. PROTECTION OF TREES

No trees shall be removed or cut except upon the specific approval of the City. Trees adjacent to the Work shall be protected from all damage by construction operations and as specified in Section 01560 – Tree and Plant Protection.

23. PROTECTION AND ADJUSTMENT OF EXISTING WATER VALVE BOXES

Water valve locations shall be furnished by the City prior to the grading operations. Protection of existing water valve boxes located within the limit of the Work shall subsequently be the responsibility of the Contractor. Failure to show water valve box locations on the Drawings does not relieve the Contractor of the responsibility to prevent damage to the valves and boxes. The Contractor shall adjust all water valve boxes which require adjustment to new pavement grade. Water valve boxes shall be adjusted as per Technical Specification 02310 – Adjusting Manholes, Inlets, and Valve Boxes to Grade.

24. ADJUSTMENT OF TOPS OF EXISTING SANITARY SEWER MANHOLES

Tops of existing sanitary sewer manholes shall be adjusted where necessary to match the grade of new pavement. Adjustment shall be made by breaking back the top portion of the manhole and rebuilding to conform to the new grade. Tops of manholes shall be adjusted as per Technical Specification 02310 – Adjusting Manholes, Inlets, and Valve Boxes to Grade.

25. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

The Contractor and Contractor's Sureties shall indemnify, defend and save harmless the City and the City's Design Professional, and all their officers, agents and employees from all suits, actions and claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property on account of any act, omission or fault of the Contractor, their agents or employees, in the execution of said Contract; or on account of the failure of the Contractor to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with costs, which may be obtained against the City an/or the City's Design Professional growing out of such injury or damage.

26. LINES AND GRADES

- A. The City's Design Professional shall furnish survey control to enable the Contractor to set construction stakes for the Work. Said controls shall be one (1) horizontal control and one (1) vertical control. The Contractor shall be responsible for all construction staking. Any field conditions that appear to be in conflict with the Drawings shall be submitted to the City's Design Professional in writing with adequate time allowed the City's Design Professional to resolve the conflict. No compensation for surveying shall be made without prior written approval from the City and the City's Design Professional.
- B. **THE FURNISHING OF THE CONTROL DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSURING THAT THE WORK IS CONSTRUCTED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.**

27. AFFIDAVIT OF PAYMENT

- A. Each request for payment shall be accompanied by a Document 00985 – Affidavit of Payment, duly signed, and if a Corporation attested to, stating that all cost of labor, material, equipment, taxes, etc., pertinent to this project, have been paid and are current.
- B. The Final Payment, besides having the Document listed in Paragraph 27.A of Document 00600 – Supplemental Conditions, shall also have filed from each subcontractor, supplier, and/or manufacturer a Document 00990 – Waiver and Release of Lien.

28. INTERRUPTION OF UTILITY SERVICES

Each and every Contractor and Subcontractor performing at the site of the Project shall not operate any valve or other control on existing systems and shall exercise care in performing work so as not to interrupt service. At house connections, every Contractor and Subcontractor performing at the site shall either lift trenching machine over lines or cut and reconnect with minimum interruption of service as approved by the City's Design Professional.

29. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by the Contractor at no additional cost to the City.

30. MAINTENANCE AND INSTRUCTION MANUALS

Furnish three (3) bound sets of Maintenance and Instruction Manuals. Bind manuals in volumes of not more than four inches (4 In) thick, in hard back nine inch by twelve inch (9 In x 12 In) binders. Include like equipment in one (1) volume with heavy duty dividers, separating equipment. Catalog and index all volumes. Operation and Maintenance Manuals or Bulletins shall include necessary data for reordering replacement parts, lubrications schedules, and procedures for required maintenance. These items shall be included but not limited to: exhaust fans, air conditioning units, louvers, generator sets, pumps, motors, variable speed drives, mechanical drives, electrical switchgear and controls, electrical fixtures, valves, instrumentation, chlorinators, meters, gauges and miscellaneous mechanical and electrical components supplied under this Contract.

31. SUBCONTRACTOR VALUES

The Contractor shall not employ Subcontractors whose aggregate value of work exceeds fifty percent (50%) if the total amount of the Contract Price as stipulated in Document 00400 – Standard Agreement for Contracting Services.

32. PROJECT REPRESENTATIVE SERVICES

Project Representative Services shall be the responsibility of the Project Manager and these services shall be in accordance with Document 004[INSERT 05 OR 10] – Standard Agreement for Professional Services – [INSERT ENGINEER OR ARCHITECT], between the City and the City's Design Professional. The Project Representative's duties shall include preparation of daily reports, determination that the project is proceeding in general compliance with the Contract Documents, measurement of material quantities and reporting to the Project Manager any work that should be stopped when it appears that the completed project may not comply with the requirements of the Contract Documents. The Project Representative shall be the liaison between the Contractor and the City's Design Professional and the City. The Project Representative's responsibilities begin after the Contract is awarded and terminate after the Final Inspection.

33. CONTRACTOR SUBMITTED ALTERNATE DESIGNS

- A. If alternate design features are proposed for convenience of the Contractor, Contractor shall submit design calculations and detailed Drawings covering the proposed changes and related modifications of the Contract Drawings for review. Contractor shall make the Drawings the same size as the Contract Drawings and of comparable quality. The Contractor shall make payment to the City for all charges resulting from modifications, including engineering charges for checking such designs.
- B. If substitute items of equipment are allowed, and they vary materially from those shown on the Contract Drawings, Contractor shall prepare equipment data and detailed Drawings covering necessary modifications for the City's Design Professional for approval. Contractor shall make the Drawings the same size as the Contract Drawings and of comparable quality. The Contractor shall make payment to the City for all charges resulting from the modifications, including engineering charges for checking the modifications.

34. COST BREAKDOWN

Within fifteen days (15 D) after the execution of the Contract, Contractor shall submit, in acceptable form, a schedule showing subdivision of the Contract into various items of permanent construction, stating quantities and prices, as basis for computing values to the City of permanent usable parts of the facility to be paid for on monthly estimates. No payment shall be made to the Contractor until such schedule meeting the requirements of Section 01200 – Schedule of Values has been submitted and approved.

35. MATERIALS AND EQUIPMENT

Contractor shall incorporate into the Work only new materials and equipment of domestic manufacture unless otherwise designated. Contractor shall store these materials and equipment in a manner to protect them from damages. The manner of protection is subject to the specific approval of the City's Design Professional. Pipe, fittings, equipment and other serviceable materials found on site of work or dismantled by reason of construction, remain property of the City. Contractor shall remove and deliver materials to the City at designated points. Contractor shall pay, at prevailing market price, for usable materials that are damaged through negligence.

36. SPECIAL SPECIFICATIONS AND SPECIAL PROVISIONS

Basic Technical Specification Items are those which follow prescribed general requirements. Special Specifications are those which supplement the Technical Specifications and are specific to this project, where there are no Technical Specifications covering certain portions of the Work. When necessary, Special Provisions are inserted to describe additional requirements appreciable to this Contract. Special Provisions are to be used in conjunction with the Technical Specification and Special Specification Items. In event of conflict, the requirements set forth in the Special Provisions as set forth will govern. In the event of conflict between the requirements shown on the Drawings and those contained in the Technical Specifications, then the governing item shall be as specified in Document 00500[INSERT B, C OR P] – General Conditions.

37. AS-BUILT DIMENSIONS

The Contractor shall make daily measurements of facilities. On completion of the project, the Contractor shall furnish the City with one (1) set of blue lines, marked with red pencil, to show as-built dimensions and location of all the Work constructed.

38. ARCHEOLOGICAL CONSTRUCTIONS

- A. No activity which may affect a State Archeological Landmark is authorized until the City has complied with the provisions of the Antiquities Code of Texas. The City has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.
- B. If archeological sites or historic structures are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the City and the Texas Historical Commission at (512) 463-6096. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the City and the appropriate State Agency. The City shall promptly coordinate with the Texas Historical Commission and any other appropriate agencies to obtain any necessary approvals or permits to enable the Work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the City.
- C. Contractor, subcontractor and their respective employees shall have no claim to artifacts or treasure, found or discovered and shall assign any claim, as such, to the City.

39. ENDANGERED SPECIES

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species. If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the applicable State Agency. The actions shall include reporting the encounter to the U.S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the Work to continue, or implement other mitigative actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the City.

40. OPERATION OF FACILITIES

The Contractor shall not operate, tap, or tamper with any existing facilities. Where construction involves operation of any existing facilities the City shall perform such

operation. Any connection to existing equipment or systems to be schedule and approved in advance with performance to occur in the presence of the Project Manager.

41. SCOPE OF WORK

- A. Under this Contract, the Contractor shall furnish all materials, appliances, tools, equipment, transportation, services and all labor and superintendence necessary for construction of the Work as described in these Technical Specifications and as shown in the Drawings. The completed installation shall not lack any part which can be reasonably implied as necessary to its proper functioning or any subsidiary item which is customarily furnished, and the Contractor shall deliver the completed and operating installation to the City.
- B. The Work in general under this Contract includes, but is not limited to, that Work which is enumerated in the appropriate Document 00300[INSERT B, C OR P] – Unit Price Form or Document 00305[INSERT B, C OR P] – Total Stipulated Price Form of the Contract Documents.

END OF SECTION



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Daniel Kilman, the undersigned representative of Pavecon Ltd, Co. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;
- the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and
- the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

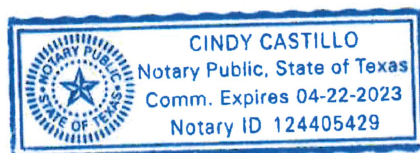
EXECUTED this the 24 day of March, 20 22.

Pavecon Ltd, Co.
Company Name
[Signature]
Signature
Daniel Kilman - President
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Cindy Castillo, the undersigned notary public, on this day personally appeared Daniel Kilman, the President (Title) of Pavecon LTD (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 24th day of March, 20 22.



Cindy Castillo
Notary Public in and for the State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pavecon Ltd Co
Houston, TX United States

Certificate Number:
2022-866893

Date Filed:
03/30/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY2021-2022 Asphalt Street Mai
FY2021-2022 Asphalt Street Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Daniel Stuckey, and my date of birth is [REDACTED]

My address is 3115 Sagerwood Ct, Pearland, TX, 77584, USA
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TX, on the 30th day of March, 2022.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 30 "FIRE PROTECTION AND PREVENTION," ARTICLE IV "FIREWORKS," SECTION 30-139 "DEFINITIONS"; SECTION 30-140 "GENERAL PROVISIONS"; SECTION 30-141 "EXCEPTIONS"; SECTION 30-142 "PUBLIC DISPLAYS EXEMPTED"; SECTION 30-143 "ILLEGAL FIREWORKS DECLARED NUISANCE; SEIZURE AND DESTRUCTION"; SECTION 30-144 "PENALTY FOR VIOLATION OF THIS ARTICLE"; AND SECTION 30-145 "PERMITTED TRANSPORTATION; IDENTIFICATION" OF THE FRIENDSWOOD CITY CODE TO REGULATE FIREWORKS IN ACCORDANCE WITH STATE LAW, TO GENERALLY PROHIBIT FIREWORKS FROM BEING IGNITED ON PROPERTY WITHIN THE CITY, AND TO PROHIBIT PUBLIC DISPLAYS BY PERSONS OTHER THAN A GOVERNMENTAL ENTITY DURING CERTAIN TIMES OF THE YEAR; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; 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 City Council 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 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-139 "Definitions" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-139. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Distributor means ~~those~~ a person who

(1) imports fireworks into the State or

(2) sells fireworks to:

a. a retailer[s], ~~or to~~ jobber, or other distributor [s], for resale to others; or

b. a holder of a single public display permit, a multiple public display permit or another fireworks permit.

Fireworks ~~[, as described in V.T.C.A., Occupations Code §2154.001(5),]~~ means any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, ~~[such as]~~ including firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any

designated name intended for use in obtaining visible or audible pyrotechnic display~~[-and such]~~. The term shall include all articles or substances within the commonly accepted meaning of fireworks, whether specially designated and defined in this section or not.

Fireworks 1.3G means a large fireworks device:

- (1) Primarily designed to produce visible or audible effects by combustion, deflagration, or detonation; and
- (2) Classified as a 1.3G explosive by the department in 49 CFR 173 (1996).

Fireworks 1.4G means a small fireworks device:

- (1) Primarily designed to produce visible or audible effects by combustion, deflagration, or detonation;
- (2) That complies with the construction, labeling, and chemical composition requirements of the United States Consumer Product Safety Commission in 16 CFR 1507 (1996), or the most recently adopted version of that rule; and
- (3) That is classified as a 1.4G explosive by the department in 49 CFR 173 (1996).

Importer means those who import fireworks from a foreign country for sale to distributors, jobbers, or retailers within the state.

Jobber means those who purchase fireworks only for resale to ~~[consumers only]~~retailers.

Jurisdiction means corporate limits of the city and the area immediately adjacent and contiguous to such limits extending for a distance of 5,000 feet, excluding any area contained within the territory of another city, town, or village.

Manufacturer means a persons ~~[that are]~~who is engaged in the making of fireworks.

Passenger area of a motor vehicle means the area of the vehicle designed for the seating of the operator and the passengers of the vehicle. The term does not include:

- (1) a locked glove compartment or similar locked storage area;
- (2) the trunk of a vehicle; or
- (3) the area behind the last upright seat of a vehicle that does not have a trunk.

Person means and includes any natural person, association of persons, partnership, corporation, agent, or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors, and administrators.

Public display means the igniting ~~[and shooting]~~ of Fireworks 1.3G ~~[fireworks]~~ for public or private amusement.

Pyrotechnic operator means an individual who, by experience, training, and examination, has demonstrated the necessary skill and ability for safely assembling, discharging, and supervising public displays of Fireworks 1.3G or Fireworks 1.4G.

Retailers means those who purchase fireworks for resale ~~[to consumers]~~ only to the general public.

Section 3. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-140 "General Provisions" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-140. General prohibition.

(a) Offenses. Except as ~~otherwise specifically~~ provided in this article, it shall be unlawful for any person:

- (1) 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 or cause to be set in action any firework of any description within the city limits.
- (2) to use, discharge, ignite, detonate, fire, or otherwise set in action or cause to be set in action any firework of any description on property that is wholly within the city limits or partially within both the city limits and the jurisdiction.
- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property, which is wholly within the city limits or partially within both the city limits and the jurisdiction, ~~[within the jurisdiction]~~ on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

(b) Defenses.

It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:

- (1) the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
- (2) either:
 - a. the fireworks were not in the passenger area of the vehicle or
 - b. the fireworks were within the passenger area of the vehicle but were packaged and unopened-

Section 4. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-141 "Exceptions" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-141. Exceptions.

The general prohibition as set forth in section 30-140 shall not apply to the following:

- (1) A toy pistol, toy cane, toy gun, or other device that uses paper or plastic caps in sheets, strips, rolls, or individual caps that contain not more than an average of 0.25 of a grain of explosive composition per cap and that is packed and shipped under 49 CFR 173 (1996);
- (2) A model rocket or model rocket motor designed, sold, and used to propel recoverable aero models;
- (3) A propelling or expelling charge consisting of a mixture of sulfur, charcoal, and potassium nitrate;
- (4) Novelties or trick noisemakers;
- (5) The sale, at wholesale, of any type of fireworks by a resident manufacturer, distributor, importer, or jobber if the fireworks are intended for shipment directly out of state under department regulations;
- (6) The sale or use of, in emergency situations, pyrotechnic signaling devices or distress signals for marine, aviation or highway use;
- (7) The use of a fusee or a railway torpedo by a railroad;
- (8) The sale of blank cartridges for:
 - a. Use in a radio, television, film, or theater production;
 - b. A signal or ceremonial purpose in an athletic event; or
 - c. An industrial purpose;
- (9) The use of a pyrotechnic device by a military organization or a police or fire department;
- (10) It shall not be unlawful, upon a permit issued by the fire marshal, for any person engaged in any organized play, legitimate theatrical performance, circus or other show designed for the amusement and edification of the general public to use, discharge or cause to be discharged and ignited fireworks as a part of an act, performance, play or circus, so long as such person does not also engage in the retailing, wholesaling, selling or distribution of any of such fireworks. The fire marshal shall cause to be made an investigation of each application made under this article to determine whether the use of such fireworks as proposed shall be of such a character that it may be hazardous to property or dangerous to any person and he shall, in the exercise of reasonable discretion, grant or deny the application for such permit.

Section 5. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-142 "Public displays exempted" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-142. Public displays exempted.

The provisions of section 30-140 shall not apply to a public display of fireworks made under the terms and conditions of this section, and such display shall be permitted upon compliance with the provisions of this section, as follows:

- (1) ~~(1)~~—Any adult person or any firm, ~~[copartnership]~~partnership, corporation, or association planning to make a public display of fireworks shall first make written application for a permit to the fire marshal at least ~~[48 hours]~~2 working days in advance of the date of the proposed display.
- (2) No public display by any person, other than a governmental entity, is permitted between June 24th and July 7th or between December 20th and January 4th of any year.
- (3) It shall be the duty of the fire marshal to make an investigation as to whether the display as proposed by the applicant for a permit under this article shall be of such a character that it may be hazardous to property or dangerous to any person, and he shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this section. If the application is approved, a permit shall be issued for the public display by the fire marshal. Such permit shall be for a period of time designated on the permit, but shall not exceed 14 days, and the permit shall not be transferable. If the application is denied by the fire marshal, he shall notify the applicant of the denial in writing.
- (4) ~~(3)~~—The applicant for a display permit under this section shall, at the time of making application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the state, and he shall file with the fire marshal a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than that required under V.T.C.A., Occupations Code § 2154.205.
- (5) ~~(4)~~—The range of aerial displays shall not be more than 200 feet and the fireworks shall be discharged vertically from steel tubes.
- (6) ~~(5)~~—The limit of a display authorized by this section shall be not more than 30 minutes per performance, and there shall not be more than two performances in each 24 hours.
- (7) ~~(6)~~—No public display of fireworks shall be of such a character and so located, discharged, or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the fire marshal.
- (8) ~~(7)~~—The persons handling the display of fireworks under this section shall be competent, adult persons and ~~[experienced]~~licensed pyrotechnic operators approved by the fire marshal. No person not approved by the fire marshal shall handle fireworks at the public display. The names of the ~~[experienced]~~licensed pyrotechnic operators shall be designated on the permit issued.
- (9) ~~(8)~~—For each public display of fireworks under this section, not less than two firefighters of the city shall be in attendance during the display. The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.
- (10) ~~(9)~~—The material to be used for a public display authorized by this section shall not be stored within the city limits; but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.

Section 6. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-143 "Illegal fireworks declared nuisance; seizure and destruction" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (a) ~~The fireworks sold, [kept,] used, discharged, ignited, detonated, fired or otherwise set in action [in violation of this article presence of any fireworks, excluding firework sales, within the city and/or within the area immediately adjacent and contiguous to the city limits extending for a distance outside of such city limits for a total of 5,000 feet, jurisdiction] in violation of this article, is hereby declared to be a common and public nuisance.~~
- (b) ~~The fire marshal [is directed and required to seize any fireworks found in violation of this article and, any authorized deputy of the fire marshal, or any police officer of the city, or any other duly constituted state peace officer is empowered:~~
- (1) ~~to seize in accordance with state law any fireworks found in violation of this article,~~
- (2) ~~to stop the transportation of [and], detain, and seize in accordance with state law any fireworks being transported illegally, or~~
- (3) ~~to close any building where any fireworks are found stored illegally [until].~~
- (c) ~~If any fireworks are abandoned or deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal [can be notified in order that] may dispose of such fireworks [may be] without further process of law. The fire marshal is authorized to dispose of any [fireworks] seized fireworks in accordance [with the terms of this article after the 30th day after the seizure in accordance] with law. [or abandoned fireworks that are deemed to be hazardous to life or property.]~~
~~[(b)]~~
- (d) Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city, the fire marshal, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, [keeping] or use of fireworks [within the city or within the 5,000-foot area described in subsection (a) of this section, jurisdiction] in violation of this article. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.
- ~~[(e) This section shall not apply within any portion of the 5,000-foot area described in subsection (a) of this section which is contained within the territory of any other incorporated city, town or village.]~~

Section 7. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-144 "Penalty for violation of this article" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-144. Penalty for violation of article.

Any person who shall manufacture, assemble, store, or possess fireworks in violation of this article shall, upon conviction, be punished [for a misdemeanor violation] as provided in section 1-14 of this Code.

If fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by this article shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

Section 8. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-145 "Permitted transportation; identification" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-145. Permitted transportation; identification.

It shall not be an offense under this article for a person to transport fireworks 1.4G~~[as defined in state law]~~ by motor vehicles which meet the federal requirements for transporting fireworks 1.4G along and upon Farm to Market Road 528~~[either]~~ within the ~~[city limits or within 5,000 feet of the corporate boundaries of the city]~~jurisdiction. Vehicles used for transportation of fireworks shall be provided with a sign on each side reading "Fireworks." The sign shall have a white background with red letters at least six inches in height and a minimum width of not less than three-fourths of an inch.

Section 9. 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 10. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 11. 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 12. 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 4th day of April, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 2nd day of May, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

CITY OF FRIENDSWOOD

Fireworks Ordinance



February Proposed Changes

Sec. 30-140. General prohibition.

(a) Offenses. Except as provided in this article, it shall be unlawful for any person:

- (1) to manufacture, store, sell, distribute, possess, or offer for sale or distribution any kind or character of fireworks within the city limits.
- (2) to ignite, detonate, cast, throw, discharge or explode any kind or character of fireworks within the jurisdiction; or
- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property within the jurisdiction on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

Committee Proposal Changes

Sec. 30-140. General prohibition.

(a) Offenses. Except as provided in this article, it shall be unlawful for any person:

- (1) to sell, to offer to sell, or have in his possession with intent to sell, use, discharge, ignite, detonate, fire or otherwise set in action or cause to be set in action any firework of any description within the city limits.
- (2) to discharge, ignite, detonate, fire or otherwise set in action or cause to be set in action any firework of any description on property that is wholly within the city limits or partially within both the city limits and the jurisdiction.
- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property, which is wholly with the city limits or partially within both the city limits and the jurisdiction on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

February Proposed Changes

(b) Defense.

- (1) It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:
 - a. the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
 - b. the fireworks were not in the passenger area of the vehicle.
- (2) It is an affirmative defense to subsection (a)(3) of this section if person, who organized, supervised, officiated, permitted, or accepted responsibility for a gathering, did not knowingly permit a person to ignite, detonate, cast, throw, discharge, or explode fireworks at the gathering and, within a reasonable period of time after learning of the action, reported the use of fireworks in violation of this article to the police department or the fire marshal's office.

Committee Proposal Changes

(b) Defense.

It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:

- (1) the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
- (2) either:
 - a. the fireworks were not in the passenger area of the vehicle or
 - b. The fireworks were within the passenger area of the vehicle but were packaged and unopened.

Language Removed

February Proposal:

Sec. 30-141. Aiding minors to purchase, use, etc. fireworks.

No guardian or relation in the ascending line of a minor shall furnish money or a thing of value to a minor for the purchase of fireworks or encourage, act in conjunction with or in any manner instigate or aid a minor in the commission of having, keeping, storing, selling, offering for sale, giving away, using, transporting, or manufacturing fireworks within the corporate limits of the city. This shall be an offense regardless of whether the minor has been found guilty of the offense. The commission of the offense by the minor on the property under the control or owned by the relation or guardian shall be prima facie evidence that the relation or guardian was instigating or aiding the minor.

Committee Proposal: **Language Removed**

Proposed Additions

Sec. 30-142. Public displays exempted

- (1) Any adult person or any firm, partnership, corporation or association planning to make a public display of fireworks shall first make application for a permit to the fire marshal at least 2 working days in advance of the date of the proposed display.
- (2) No public display by any person, other than a governmental entity, is permitted between June 24th and July 7th or between December 20th and January 4th of any year.

Proposed Changes

February Proposal:

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (a) The presence of any fireworks within the jurisdiction in violation of this article is hereby declared to be a common and public nuisance.

Committee Proposal:

- (a) Fireworks sold, used, discharged, ignited, detonated, fired or otherwise set in action in violation of this article, is hereby declared to be a common and public nuisance.

Proposed Changes

February Proposal:

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (c) If any fireworks are deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may dispose of such fireworks without further process of law. The fire marshal is authorized to dispose of any seized or abandoned fireworks that are deemed to be hazardous to life or property.

Committee Proposal:

- (c) If any fireworks are abandoned or deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may dispose of such fireworks without further process of law. The fire marshal is authorized to dispose of any seized fireworks in accordance with law.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 02/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the second and final reading of an ordinance amending Appendix C "Zoning," Section 7.J "PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

These amendments will amend the general purpose and description of Planned Unit Developments to address past concerns by Commissioners and Councilmembers regarding concerns with the PUD process. The proposed changes will add criteria to qualify for a PUD, decrease the allowable change in land use from 25% to 10%, add an expiration of two years, and add standards for revocation.

The seven general purposes of a PUD are currently in the Zoning Ordinance and will remain unchanged. The addition of the criteria to qualify for a PUD align with the general purposes and an applicant need only meet one of the criteria to qualify.

Regarding the decrease in allowable changes in land use, this percentage affects proposed alterations to an already approved Planned Unit Development (PUD) to allow an applicant/developer to alter the land area or square footage, as appropriate, covered by a category of use by not more than 10% (current ordinance is 25%). The ordinance states that in no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Additionally, multiple requests that would exceed the allowed percentage are not allowed to be approved administratively and would require a new application.

Hypothetical Example:

100-acre Mixed-Use PUD approved for the following uses:

- 25 acres of commercial use
- 25 acres of multi-family residential use
- 50 acres of single family residential use

Allowable changes at 25% rate might include:

- Commercial use: +/- 6.25 acres, which would result in either an increase to 31.25 acres or a decrease to 18.75 acres

- Multi-Family residential use: +/- 6.25 acres, which would result in either an increase to 31.25 acres or a decrease to 18.75 acres
- Single Family residential use: +/- 12.5 acres, which would result in either an increase to 62.5 acres or a decrease to 37.5 acres

Allowable changes at 10% rate might include:

- Commercial use: +/- 2.5 acres, which would result in either an increase to 27.5 acres or a decrease to 22.5 acres
- Multi-Family residential use: +/- 2.5 acres, which would result in either an increase to 27.5 acres or a decrease to 22.5 acres
- Single Family residential use: +/-5 acres, which would result in either an increase to 55 acres or a decrease to 45 acres

We also added an expiration period of two years which is the same as a Specific Use Permit. There is an option for the applicant to apply for a one-time extension for an additional two years. If a PUD does expire, a new zone change application will be required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The amendments will clearly define the parameters of a Planned Unit Development (PUD) and add some flexibility for future considerations by the Commission and City Council.

RECOMMENDATIONS

The Planning and Zoning Commission recommends approval.

ATTACHMENTS

1. Ordinance - PUD Amendments

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, "ZONING," SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION J "PUD, PLANNED UNIT DEVELOPMENT, GENERAL PURPOSE AND DESCRIPTION" OF THE FRIENDSWOOD CITY CODE TO ADD CRITERIA TO QUALIFY FOR A PUD, DECREASE THE PERCENTAGE OF ALLOWABLE CHANGE IN LAND USE, ADD AN EXPIRATION OF TWO YEARS, AND ADD STANDARDS FOR REVOCATION; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, ("Zoning") relating to land use and other circumstances; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff, and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code, and all other applicable laws; NOW THEREFORE,

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

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

Section 2. That Appendix C "Zoning," Section 7 "Schedule of district regulations," Subsection J "PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code is hereby amended as indicated below:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

J. *PUD, planned unit development, general purpose and description.*

(1) *General.*

- (a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the p[P]lanning and z[Z]oning c[C]ommission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

(b) The general purposes of all PUD districts are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety, and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape; or
7. To promote economic development in accordance with the city's plans for such.

- (c)[b]) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. . ~~[Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district.]~~
For the PUD district, the use and property development regulations shall be the same as if each use approved in the PUD were situated in the most restrictive district in which such use is otherwise permitted in this ordinance, unless other restrictions and regulations are approved as a part of the site plan and the PUD district.

- (d) The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

(e) A PUD district must meet a minimum of one of the following criteria. The planning and zoning commission may recommend, and city council may determine, that more than one criterion is needed to approve a PUD.

1. The land is proposed for development as a mixed-use development requiring more flexible and innovative design standards;
2. The land is proposed for redevelopment or infill development and special design considerations are deemed necessary;
3. The land serves as transition between different and seemingly incompatible land uses;
4. The land is proposed for development of a major employment center, or of major economic benefit for the community, and for which special design standards may be warranted;
5. To provide amenities or features that would be of a special benefit to the community; or
6. The land has unique environmental features or unusually configured parcels requiring a more flexible approach to zoning and clustering of uses, or special design standards;

~~[(e) The general purposes of all PUD districts are several fold:-~~

- ~~1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;-~~
- ~~2. To accommodate innovation in development by modifying the city's land use and development regulations;-~~
- ~~3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;-~~
- ~~4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;-~~
- ~~5. To protect and enhance the aesthetic and visual qualities of development;-~~
- ~~6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;-~~
- ~~7. To promote economic development in accordance with the city's plans for such.-]~~

(2) *Application.*

- (a) *Application and approval process.* A development review committee meeting with staff is required prior to application for a PUD. Following the DRC meeting, the applicant will submit all required documents described below to city staff for comments and corrections prior to scheduling the public hearing.
- (b) Each PUD application shall be accompanied by payment for the processing fee as established in section 14. Advertisement and public hearings shall be held by the p[P]lanning and z[Z]oning c[C]ommission and [C]ity c[C]ouncil in accordance with the notification procedure set forth for a rezoning application. Following the public hearing, the p[P]lanning and [Z]oning c[C]ommission shall forward the plan with its recommendation to the city council for consideration. The [P]lanning and z[Z]oning c[C]ommission and/or c[C]ity c[C]ouncil may require additional information throughout the process.
- (c) An applicant may choose one of two ways to seek PUD approval:
 - 1. Submit all items listed below with the application and the required processing fee for rezoning. This option would allow the site plan to be approved as a part of the zone change and prevent the applicant from a second submittal after rezoning to obtain site plan approval.
 - (a) Data describing all processes and activities involved with the proposed use;
 - (b) Boundaries of the area covered by the site plan;
 - (c) The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;
 - (d) The location of existing drainage ways, and significant natural features;
 - (e) Proposed landscaping and screening buffers;
 - (f) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities and outside trash storage facilities;
 - (g) The location, height and type of each wall, fence, and all other types of screening;
 - (h) The location, height, and size of all proposed signs;
 - (i) Utility and drainage plans;

- (j) Regulation matrix designating what zoning district the development will follow; and
 - (k) Data describing any variation from the typical development requirements; or
2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the zone change to PUD is approved. At the time of site plan approval, all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:
- (a) General land use and density plan;
 - (b) Identify proposed general uses, densities, major open spaces, circulation, and access features.~~[;]~~ Detention and/or retention areas may be calculated as open space only when, in the opinion of the planning and zoning commission, the detention area is designed to act as an amenity;
 - (c) Statement indicating proposed phasing of development and the projected timing of each;
 - (d) Data describing all processes and activities involved with the proposed use;
 - (e) Regulation matrix designating what zoning district the development will follow; and
 - (f) Data describing any variation from the typical development requirements.
- (3) Modification of standards proposed within a PUD.
- (a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.
 - (b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than ~~10~~ 25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively but shall

require the owner to submit an application for an amendment to the district standards.

- (4) *Time limit.* A planned unit development issued under this section shall expire two years after its date of issuance if the construction or use authorized thereunder is not substantial and is not providing consistent progress prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a PUD applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. The PUD zoning will remain in place, however, and a new application, fee, and development plan must be submitted in accordance this section. The new submittal must be approved for any construction to occur.
- (5) *Revocation.* A PUD may be revoked or modified, after notice and hearing, if the PUD was obtained or extended by fraud or deception or if the terms of the PUD have not been met.

Section 3. That this ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. A violation of this ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations,” and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 5. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That the City Secretary shall give notice of the enactment of this ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED and APPROVED on first reading this 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 4th day of April, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the second set for fiscal year 2021-2022.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

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

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. VII
2. FY22 BA VII Exhibit A 04-04-2022 revised
3. FY22 BA VII Exhibit B 04-04-2022 revised

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING 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 VII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

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, STATE OF TEXAS:

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

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022," is hereby amended for municipal purposes as shown on "Budget Amendment VII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022" attached hereto. Said Budget Amendment VII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood,

Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 4th day of April, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment VII – Exhibit A
April 4, 2022

1. **Insurance Reimbursement for Curb Repairs, \$3,250.** Appropriate insurance reimbursement received from Harco National Insurance Company o/b/o Transguard Insurance Company. City property, specifically a concrete ramp and curb, were damaged by a moving truck at the intersection of Carey Ln. and Cedarwood Dr. Funding will be appropriated to the Public Works Streets/Sidewalk Ops division operating services budget to cover the repairs to City property.
2. **Friends of the Library Donation, \$476.** Appropriate donation from Friends of the Library to the Library department's community events budget. The funds will be used to reimburse expenditures for the Library Gala.
3. **Water Meter Sales, \$125,000.** Appropriate proceeds received from the sale of water meters from the automated meter infrastructure change-out program to the Public works Water Operations division's water meters & boxes budget to purchase additional water meters. The meters will be the same model as those currently being installed.
4. **Activity Building Restroom Renovation, \$17,000.** Appropriate funds to renovate a restroom in the Activity Building. A shower will be installed in a single-user restroom using the existing plumbing. This shower would be available in the event the building needed to be used during emergency response situations. The funding source will be unassigned general fund balance.
5. **Parks Administration Insurance Reimbursement, \$3,943.** Appropriate insurance reimbursement received from TML. Parks Admin vehicle unit CS10 was damaged in an accident. Funds will be appropriated to the Parks Admin division vehicle maintenance budget to offset the vehicle repair expenses.
6. **Reimbursement for Plumbing Repairs, \$194.** Appropriate reimbursement from contractor for plumbing repairs. Plumbing repairs were necessary at 15702 Blackhawk Blvd due to damages caused from work on the automated water meter project. The contractor reimbursed the City for the cost of repairs. Funds will be appropriated to the Public Works Water Utilities division's water meters replacement program budget.
7. **FVFD/EMS Donation Fund, Ambulance Trade-in Credit, \$3,500.** Appropriate trade-in credit received from the disposal of ambulance (Unit 48). FVFD traded-in a 2016 International Ambulance for \$3,500 towards the purchase of a new ambulance. Council approved replacing Unit 48 at the March 7, 2022 council meeting. Funds will be appropriated to the FVFD/EMS Donation Fund vehicles budget.
8. **Community Development Department Office Renovation, \$9,500.** Appropriate funds to renovate the CDD office area. Work involves dividing a single office into two office spaces as well as relocating fire sprinklers to meet code. The funding source will be unassigned general fund balance.
9. **Administrative Services/Human Resources Office Workroom Renovation, \$8,500.** Appropriate funds to renovate the ASO/HR suite workroom. Work involves extending the existing workroom and converting currently unused hall space for use as a breakroom area. The funding source will be unassigned general fund balance.
10. **Forest Bend HOA Park Drainage Pipe Repair, \$49,936.** Appropriate funds to perform emergency repairs to a 60" metal drainage pipe at Forest Bend HOA Park. A storm sewer pipe has collapsed creating a sinkhole. Furthermore, this is the only drainage pipe that flows through the Forest Bend

Subdivision. Under, Local Code Section 252.022 (a) (2) & (3), this emergency repair is exempted from certain State purchasing requirements. The funding source will be unassigned general fund balance.

City of Friendswood				
April 4, 2022				
2021-2022 Budget Amendment VII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-38000		Appropriate insurance proceeds from Harco National Insurance Company o/b/o Transguard Insurance Company for repairs to City property at Carey Ln. and Cedarwood Dr.	(3,250)
1	001-3610-431.7400		Appropriate insurance proceeds from Harco National Insurance Company o/b/o Transguard Insurance Company for repairs to City property at Carey Ln. and Cedarwood Dr.	3,250
2	001-0000-38600		Appropriate donation from Friends of the Library to the community events budget for the Library Gala event	(476)
2	001-6310-459.7910		Appropriate donation from Friends of the Library to the community events budget for the Library Gala event	476
3	401-0000-38560		Appropriate proceeds from sale of water meters to the water meters & boxes budget to purchase new automated water meters	(125,000)
3	401-3655-434.5475		Appropriate proceeds from sale of water meters to the water meters & boxes budget to purchase new automated water meters	125,000
4	001-0000-30500		Appropriate unassigned general fund balance to renovate a restroom at the Activity Building	(17,000)
4	001-6460-419.6600		Appropriate unassigned general fund balance to renovate a restroom at the Activity Building	17,000
5	001-0000-38310		Appropriate insurance proceeds from TML for repairs to unit CS10	(3,943)
5	001-6430-456.6300		Appropriate insurance proceeds from TML for repairs to unit CS10	3,943
6	401-0000-38000		Appropriate funds received from contractor for plumbing repairs to 15702 Blackhawk Blvd.	(194)
6	401-3650-434.5476		Appropriate funds received from contractor for plumbing repairs to 15702 Blackhawk Blvd.	194
7	131-0000-39210		Appropriate credit received from trade-in of Ambulance 48 towards the purchase of new ambulance	(3,500)
7	131-2207-422.8300		Appropriate credit received from trade-in of Ambulance 48 towards the purchase of new ambulance	3,500
8	001-0000-30500		Appropriate unassigned general fund balance to renovate CDD office and relocate fire sprinklers	(9,500)
8	001-6460-419.6610		Appropriate unassigned general fund balance to renovate CDD office and relocate fire sprinklers	9,500
9	001-0000-30500		Appropriate unassigned general fund balance to convert ASO/HR workroom into a workroom/breakroom	(8,500)
9	001-6460-419.6610		Appropriate unassigned general fund balance to convert ASO/HR workroom into a workroom/breakroom	8,500
9	001-0000-30500		Appropriate unassigned general fund balance to perform emergency repairs a 60" storm sewer drainage pipe at Forest Bend HOA Park	(49,936)
9	001-3620-431.6530		Appropriate unassigned general fund balance to perform emergency repairs a 60" storm sewer drainage pipe at Forest Bend HOA Park	49,936

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/07/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution suspending the May 2, 2022, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to implement interim grip rate adjustments for gas utility investment in 2021.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas–Texas Coast Division, (“CenterPoint”) and a regulatory authority with an interest in the rates and charges of CenterPoint. CenterPoint made filings with the City and the Railroad Commission of Texas on March 3, 2022, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 2, 2022. Because it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code, the proposed resolution suspends the proposed increase for the maximum period allowed by law. During this suspension period, the City's consultants, through the Gulf Coast Coalition of Cities, will review the proposed increases, analyze all necessary information and advise the City about any necessary action needed in relation to the proposed increase.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Resolution - CenterPoint Texas Coast Division GRIP Suspension
2. FAQs - Texas Coast GRIP Filing

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUSPENDING THE MAY 2, 2022, EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2021; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas–Texas Coast Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas on March 3, 2022, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 2, 2022; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code; NOW THEREFORE,

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

Section 1. That the May 2, 2022, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

Section 2. That the City Secretary is hereby directed to send a copy of this resolution to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Section 3. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 4th day of April, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

H:\City Council\Resolutions\2022\04-04-2022\2022 CenterPoint Texas Coast Division GRIP Suspension Resolution.doc

Texas Coast Division GRIP Filing

What is a Gas Reliability Infrastructure Program (GRIP) filing?

- An interim rate adjustment allowed by Texas Statute (Texas Utilities Code §104.301) that allows utilities to recover their costs related to additional invested capital without filing a full rate case.

Who can make GRIP filings?

- A natural gas utility with newly invested capital not already included in existing rate base can make an initial GRIP filing but only if the natural gas utility has filed a rate case within the preceding two years. Thereafter, an annual GRIP filing occurs. A full rate case must be filed no later than five and one-half (5 ½) years after the implementation of the initial GRIP filing.

When was CenterPoint Energy's most recent rate case?

- CenterPoint Energy filed its last rate case for the Texas Coast Division Gas Utilities Docket ("GUD") No. 10567 on November 16, 2016, and the final decision was rendered on May 23, 2017. In 2018, base rates were lowered to incorporate the effects of Tax Change from 35% to 21% in GUD No. 10750.

When was the Company's most recent GRIP filing?

- CenterPoint Energy made its fifth GRIP filing since the last rate case for the Texas Coast Gas Division on March 3, 2022.

How is the adjustment amount calculated?

- The GRIP filing adjustment is intended to capture the cost of net incremental investment over that investment included in the last rate case, or since the most recent GRIP filing.
- Costs included are return on that investment, depreciation expense, and certain taxes. Factors used to calculate costs must be the same as those reflected in the final order, ordinance or settlement agreement approving current rates.

What is required of the utility?

- The new tariff or rate schedule must be filed with the appropriate regulatory authority (City and/or Railroad Commission) 60 days before the proposed implementation date.
- Notice to all affected customers must be provided within 45 days of filing with the regulatory authority.
- In each annual GRIP filing, the utility must provide the following information:
 - Annual Project Reports describing all new investments and retired plant.
 - The need for, the cost of, and the customers benefitted by the new investment.
 - An annual earnings monitoring report showing earnings in the past year.
- The adjustment must be recalculated annually.

What is the role of the regulatory authority?

- Within 60 days after the filing, the regulatory authority may suspend implementation of the proposed adjustment for up to 45 days.
- Once the interim increase in rates has been reviewed as part of a full rate case, the regulatory authority may order CenterPoint Energy to refund any amounts collected if the investment is found to be unnecessary or imprudent.
- The regulatory authority may open an inquiry under Texas Utilities Code §104.151 and set new rates if the current rates are found to be unreasonable.

Who is CenterPoint Energy?

- CenterPoint Energy provides natural gas distribution service to approximately 4.2 million residential, commercial and industrial customers in the states of Indiana, Louisiana, Minnesota, Mississippi, Ohio and Texas. CenterPoint Energy serves approximately 357,000 customers in its Texas Coast Division that will be impacted by this filing.

Customers in what cities will be affected by the Company's filing?

- This filing is for the entire Texas Coast Division including the environs customers. We are filing with the cities below:

Alvin	Friendswood	Mont Belvieu	Simonton
Angleton	Fulshear	Morgan's Point	Sugar Land
Baytown	Iowa Colony	Needville	Taylor Lake Village
Beach City	Katy	Orchard	Texas City
Beasley	Kemah	Oyster Creek	Wallis
Brookshire	Kendleton	Pearland	Webster
Brookside Village	La Marque	Richmond	West Columbia
Clute	La Porte	Rosenberg	Wharton
Dickinson	Lake Jackson	Santa Fe	
East Bernard	League City	Seabrook	
Freeport	Manvel	Shoreacres	

- At the time of this filing, the cities below have given up original jurisdiction. These cities will be included as part of the rate filing made with the Railroad Commission:

Clear Lake Shores	Hillcrest Village	Liverpool	Weston Lakes
Danbury	Hitchcock	Pleak	
El Lago	Jones Creek	Richwood	

- The filing with the Railroad Commission will include the unincorporated areas below:

Bacliff	Crosby	Iago	San Leon
Barrett	Damon	New Gulf	Sienna Plantation
Boling	Glen Flora	Old Ocean	Teal Run
Channel Area	Highlands	Pecan Grove	Van Vleck
Columbia Lakes	Hungerford	Rosharon	

What customers are affected and how?

- The total increase of \$5,982,606 has been allocated among customer groups in the same manner as the current rates established in GUD No. 10567. The proposed effective date is May 2, 2022. Once it goes into effect, the GRIP interim rate adjustment will increase the customer charge that is applicable to customers served under the indicated sales service rate schedules within the Texas Coast Division as follows:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment*	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2022; R-2096-U-GRIP 2022 Residential	\$18.62 per customer per month	\$1.32 per customer per month	\$19.94 per customer per month	\$1.32 per customer per month
GSS-2096-I-GRIP 2022; GSS-2096-U-GRIP 2022 General Service Small	\$22.81 per customer per month	\$2.12 per customer per month	\$24.93 per customer per month	\$2.12 per customer per month
GSLV-627-I-GRIP 2022; GSLV-627-U-GRIP 2022 General Service Large Volume	\$295.14 per customer per month	\$70.32 per customer per month	\$365.46 per customer per month	\$70.32 per customer per month

* On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (the "TCJA") was signed into law. The TCJA reduced the federal corporate income tax rate from 35% to 21%. The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017. The Proposed 2022 Interim Rate Adjustment in the table above has been calculated using the reduced corporate income tax rate of 21%.

Does the Proposed 2022 Interim Rate Adjustment include extraordinary natural gas costs from Winter Storm Uri resulting from the securitization filing made with the Railroad Commission in 2021?

- No. The Proposed 2022 Interim Rate Adjustment does not include extraordinary natural gas costs from Winter Storm Uri.

How is the current rising market price of natural gas impacting the Proposed 2022 Interim Rate Adjustment?

- The Interim Rate Adjustment is not impacted by gas costs since it only is used to recover costs related to additional invested capital. However, we recognize that there's been concern recently about the rising market price of natural gas. We're focused on this – but it's important to put it in context. The combination of reduced natural gas production and higher demand has caused the increased market prices we are seeing. Customer natural gas bills are not only affected by price; they are also affected by weather. A mild or cold winter can make a big difference on customers' monthly heating bills - December 2021 was unusually warm; January 2022 was a cold month and more in line with normal winter weather and, therefore, contributed to higher usage.

The Gas Cost Adjustment (GCA) line that appears on every monthly natural gas bill is the cost CenterPoint Energy pays for the gas we deliver to our customers. The price we pay for natural gas in the market is the same price we charge our customers, there is no

mark-up or profit for CenterPoint Energy. The price customers pay depends on their consumption and the current natural gas prices.

We encourage customers to contact us if they are having difficulty paying their CenterPoint Energy natural gas bill. Customers can also go to our website to see steps that will save energy and save money on their winter heating bills.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/23/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution repealing Resolution No. R98-40, which established a public information disclosure policy, and adopting an updated public information policy to establish a uniform and centralized system for the processing of public information requests in compliance with all applicable laws.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On December 7, 1998, the City Council adopted Resolution No. R89-40, establishing a public information disclosure policy for the City of Friendswood. This proposed resolution adopts a new policy to establish a uniform and centralized system for the processing of public information requests in compliance with all applicable laws.

This policy allows for the following:

- Designates the City Secretary as the official City Public Information Officer for all City public information requests,
- Gives the City Secretary responsibility over the processes and training related to the Texas Public Information Act and related public information requests processes,
- Gives the City Secretary authority to work with the Police Department on public information requests related to law enforcement records,
- Allows for uniform charges associated with public information requests,
- Designates an official fax number, email, and online program for the submission of public information requests, and
- Allows the City Manager to adopt administrative rules to implement standard operating procedures consistent with the policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Public Information Policy
2. Exhibit A - Public Information Policy

3. R98-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING RESOLUTION NO. 98-40 ADOPTED ON DECEMBER 7, 1998, ESTABLISHING A PUBLIC INFORMATION (OPEN RECORDS) DISCLOSURE POLICY FOR THE CITY OF FRIENDSWOOD; ADOPTING AN UPDATE PUBLIC INFORMATION POLICY; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH; CONTAINING A SEVERABILITY PROVDINIG; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 7, 1998, the City Council of the City of Friendswood adopted a public information (open records) disclosure policy for the City of Friendswood; and

WHEREAS, such policy provided for a systematic and centralized process for processing public information requests; and

WHEREAS, the proposed policy updates the 1998 policy based upon new laws, processes and technologies and renews the City's commitment to government transparency; NOW THEREFORE,

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

Section 1. The City Council finds and determines that the recitals contained hereinabove are true and correct; and

Section 2. The City Council hereby repeals Resolution No. 98-40 adopted by the City Council on December 7, 1998, which established a public information (open records) policy for the City of Friendswood; and

Section 3. The City Council hereby adopts the public information policy, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 4. All resolutions or parts of resolutions in conflict or inconsistent with this resolution are hereby expressly repealed.

Section 5. That in the event any clause phrase, provision, sentence, or part of this resolution 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 resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

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EXHIBIT "A"



CITY OF FRIENDSWOOD **PUBLIC INFORMATION POLICY**

1. PURPOSE

The purpose of this policy is to reflect the City's commitment to the Texas Public Information Act (the "Act" or the "PIA") and to establish guidelines to ensure that, unless otherwise expressly provided by law, information in the possession of and pertaining to the operation of the City is available to the public through a systematic and centralized process.

2. PUBLIC INFORMATION OFFICERS AND OTHERS

- 2.1 The City Secretary is designated as the Public Information Officer ("PIO") for the City of Friendswood and shall be the authority to release records in accordance with the PIA.
- 2.2 The Municipal Court Administrator shall be the City's authority for releasing court records in accordance with the PIA, rules adopted by the Texas Supreme Court, Rule 12 of the Rules of Judicial Administration, and other applicable law.
- 2.3 The City Secretary may designate one or more employees to serve as designated public information officers ("PIO-Ds") to assist in the processing of public information requests.
- 2.4 Each City department shall designate an employee to serve as a liaison ("PI-L") to the PIO with regard to requests for public information held or generated by their department. The PI-L should be familiar with the records created and/or maintained by the department.
- 2.5 Each department shall promptly notify the City Attorney and the City Secretary of such designation or of any change in a designation.
- 2.6 Each PIO, PIO-D, and PI-L shall complete the training referenced in the Act, and available on the Attorney General's website, not later than 30 days after the date the PIO, PIO-D or PI-L assumes his/her duties. Certificates reflecting the completed training shall be maintained on file at the City Secretary's Office. In

addition, the PIO may require additional periodic trainings for all persons involved with public information requests under the PIA.

3. GENERAL RESPONSIBILITIES OF A PUBLIC INFORMATION OFFICER, PUBLIC INFORMATION OFFICER DESIGNEE AND PUBLIC INFORMATION LIAISON

3.1 The PIO and each PIO-D shall:

- 3.1.1 Ensure that all incoming deliveries, mail, e-mails to the designated PIR email address of records@friendswood.com and faxes to the designated PIR fax of 281-482-1634 are checked regularly, at least daily, to ensure that requests for public information are processed immediately.
- 3.1.2 Promptly review, record, and address all requests for public information.
- 3.1.3 Contact the requestor to seek clarification of unclear requests and/or the narrowing of broad requests.
- 3.1.4 Coordinate the locating and gathering of responses to requests for public information.
- 3.1.5 Consult with the City Attorney's Office as needed to determine whether information should be withheld or disclosed.
- 3.1.6 Provide or make available for public inspection or reproduction information not exempted from disclosure, assess appropriate cost charges, and protect public information from deterioration, alteration, mutilation, loss or unlawful removal.
- 3.1.7 Process all requests for public information promptly, uniformly and without regard to the position or occupation of the requestor, the person on whose behalf the request is made, or the status of the individual as a member of the media.

3.2 Upon receipt of a request for public information, a PIO or PIO-D shall promptly:

- 3.2.1 Record the date and time the request was received and enter the request into the City's Electronic Public Information Request Program.
- 3.2.2 Determine whether clarifications or modifications of the request should be considered and contact the requestor.

- 3.2.3 Notify the PI-L of each department that may potentially have documents responsive to the request and enter a task for each in the City's Electronic Public Information Request Program.
- 3.2.4 Each PIO-D and PI-L shall notify the PIO of any requests that may have public relations significance.
- 3.2.5 Follow up with PI-Ls to assure that requested information is delivered within 3 business days to the PIO or PIO-D processing the request.
- 3.2.6 Consult with the PIO and the City Attorney's Office if there are any questions on whether certain information should be disclosed or withheld. If an Attorney General opinion will be requested, forward the request and all documents to the PIO immediately.
- 3.2.7 Employees, including the PIO and PIO-D, may NOT inquire into the purpose for which the requested information will be used or make other inquiry of a requestor, except as provided by section 5.1.3 of this policy.
- 3.3 Upon receiving notification from the PIO or a PIO-D that a request for department records has been made, the PI-L shall:
 - 3.3.1 Immediately locate responsive records, if any exist, and forward the records to the PIO or PIO-D handling the request within three (3) business days.
 - 3.3.2 Notify the PIO or PIO-D if the records cannot be produced within three (3) business days and the reasons, therefore.
 - 3.3.3 When sending the records to the PIO or PIO-D, also send recommendations as to whether any information may need redaction and/or withholding under the PIA.

4. RECEIVING AND PROCESSING REQUESTS

- 4.1 The Texas Public Information Act gives the public the right to request access to government information. It shall be the policy of the City of Friendswood to comply with the provisions of the PIA. The City shall also strive to provide excellent customer service in dealing with requests for public information.
- 4.2 All public information requests must be in writing and must be filtered through the PIO and/or PIO-D. Requests may be submitted to the PIO
 - via the City's online public information request system,
 - by ground mail,
 - by e-mail to records@friendswood.com,

- by fax to 482-1634, or
- in person at the Police Department for police records or at City Hall.

If another department receives a Public Information ("PI") request, the requestor must be directed to send the request to the PIO via one of the above-referenced methods.

- 4.3 A request by a City employee or official in his/her official capacity and for official city business is generally not considered a request for public information and is not subject to this policy. If in doubt, the PIO and/or the City Attorney's Office should be consulted.
- 4.4 Unless otherwise provided by the City Attorney's Office, a request for information by a Texas State agency (including a state university) or political subdivision of this state shall not be considered a request for public information under this policy and shall be treated as an intergovernmental transfer.
- 4.5 Unless otherwise provided by the City Attorney's Office, a request for public information by a federal agency shall be processed in accordance with this policy (in the same way as a general request for information).
- 4.6 If the requested information is copyrighted, the PIO or PIO-D shall allow the records to be inspected, but shall not furnish copies or use any City equipment or resources to make copies or duplicate in any way copyrighted records.
- 4.7 All PI-Ls should make a good-faith effort to provide responsive records that the department holds and not read requests in an overly technical manner. A department is not required to create a new record if none exists. However, in instances where a request asks for documents or information that are not organized or retrievable by the type of information or in the manner that is requested, and the department could provide this information by making a simple computer search or other basic task, the PI-L should make such an effort to produce the information. But if providing the information will require extensive research or considerable manipulation of data, the department is under no obligation to take such action. Instead, the PIO or PIO-D should be notified. The PIO or PIO-D will notify the requestor of the format in which the information is currently available and include a cost estimate for providing the information in the format that meets the requestor's preference. All correspondence with requestors will be in written format via email communication and/or certified mail.
- 4.8 All information that is collected, assembled, or maintained by or for the City that is deemed public information under the PIA. Records shall be made available for public by appointment during normal business hours. Normal business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m., and Fridays from 8:00 a.m. to 5:00 p.m., except for City-observed holidays.

- 4.9 The exception to requests being submitted in writing is when they are for routine/informal inquiries by the public regarding readily available City information. The City is not required to comply with standing requests for documents that will be created in the future.
- 4.10 It is the policy of the City that when a copy is requested, a City employee shall make the copies on behalf of the requestor. If a certain media is preferred (cassette tape, diskette, CD, etc.), it is the policy of the City to use its own supplies. If inspection of information is desired, the requestor must complete the examination of the information not later than the 10th business day after it is made available to the person.
- 4.11 The inspection time may be extended if a requestor files a written request with the PIO. Notation of examination dates and requestor signature needs to be recorded on the Public Information Request Form. Original records may not be removed from the offices of the City. Requestors allowed to review original records must do so under the supervision of a City employee as directed by the City Secretary. Examination of information may be interrupted by the department contact if the information is needed for use by the City.
- 4.12 Upon receiving the requested records, the City Secretary will review and approve same before contacting the requestor that their request has been completed and is available for review and/or purchase.
- 4.13 Receipt of records to the requestor will be documented. If the requestor prefers the request to be mailed, the cost associated with this request must be paid prior to releasing the information.
- 4.14 If the request is not available at this time (due to being in active use, in storage, or cannot be provided within ten days), but will be available on a day/time specified in letter, which is within a reasonable time, the PIO or PIO-D will inform the requestor that the request will be available on a specified day/time in written format via email and/or certified mail.
- 4.15 Once the PIO or PIO-D receives all forms and documentation, the following steps will be taken to obtain an Attorney General's (the "AG") ruling, if necessary.
- 4.15.1 The requestor is sent a letter via email and certified mail informing him/her that the request is being forwarded to the AG office for an official ruling of disclosure.
- 4.15.2 The PIO or PIO-D will submit the AG's opinion request to the AG's office via certified mail.
- 4.15.3 The requestor is provided a copy of the letter sent to the AG office without attachments via email and certified mail.

4.15.4 Third parties with proprietary interest under §552.110 of the Texas Government Code are provided a copy of the letter sent to the AG office, with copies of the records subject to their proprietary interest.

4.15.5 Once the AG has made a ruling, the requestor must be notified as soon as possible by email and certified mail if the record(s) can be released. If they are to be withheld, no further action to the requestor is necessary. The letter must indicate when the requestor may come by to pick up the information.

4.15.6 For third parties subject to an AG under §552.110, the City shall submit the AG opinion to the third-party in writing.

5. CHARGES AND WAIVERS

5.1 The City Secretary's Office will charge all cost(s) associated with public information request. No other department, with the exception of the Police Department and the Municipal Court is authorized to take payments associated with public information request(s).

5.2 Charges for inspection and copying public records shall be in accordance with the current guidelines established by the Texas Building and Procurement Commission rules as set out in the Texas Administrative Code, or other applicable law. The City reserves the right to waive charges.

5.3 The City shall charge for requests that require large amounts of employee or personnel time in accordance with Ordinance No. 218-26 and Section 552.275 of the Act.

6. ROUTINE/INFORMAL REQUESTS

6.1 For the benefit of the public, the City provides access to many types of information on its website located at www.friendswood.com.

6.2 As a courtesy, City employees should inform requestors when the information is available on the City's website. (Such notification will not satisfy a formal request for information under the PIA.) City employees may respond to verbal requests for information that are obviously public in nature and do not require a formal public information request. Such information may include the following types of documents:

- a. Directory,
- b. Meeting Agendas and Minutes,
- c. Maps and Directions,

- d. Budgets and Reports, and/or
- e. City Publications/Newsletters.

6.3 The City may require the requestor to submit a written request especially if the verbal request is unclear, cannot be handled at that moment, or if the requestor is seeking a large amount of readily available information.

7. PUBLIC INFORMATION SIGN AND HANDBOOK

7.1 The PIO shall prominently display a sign in the form approved by the Attorney General that contains the basic information about the rights of a requestor, the responsibilities of the City, and the procedures for inspecting or obtaining a copy of public information.

7.2 Each PI-L is encouraged to become familiar with the most current Public Information Handbook, which is available on the Texas Attorney General's website at www.oag.state.tx.us or by calling the Attorney General's office at (877) 673-6839 (877-OPEN TX).

8. MISCELLANEOUS

All inquiries regarding the policy and rules for dealing with Public Information requests should be directed to the City Secretary. Any matters or issues concerning requests for public information not address by this policy shall be governed by the provisions of the PIA and any other applicable laws, rules, and regulations.

9. PENALTIES

9.1 Failure to comply with the provision of the Public Information Act may subject the City and individual employees to criminal and civil penalties. Actions that may be considered violations of the Act include, but are not limited to, the willful destruction, mutilation, removal without permission, or alteration of public information; the failure or refusal to provide access to or copies of public information; and the intentional disclosure of information considered confidential under the Act.

9.2 In addition to the penalties in 11.1, any employee found in violation of the Act or this policy may be subject to disciplinary action up to and including termination from employment.

10. ADMINISTRATIVE RULES

The City Manager is hereby authorized to promulgate administrative rules consistent with the Act and this policy for the uniform and consistent processing of all City public information requests.

RESOLUTION NO. R98-40

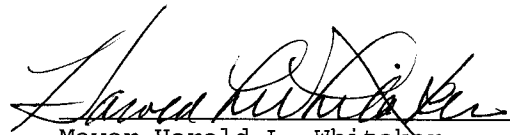
A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING A PUBLIC INFORMATION (OPEN RECORDS) DISCLOSURE POLICY WHICH AUTHORIZES AND DIRECTS THE OFFICER FOR PUBLIC RECORDS TO ESTABLISH CHARGES FOR THE COPYING OF PUBLIC RECORDS OF THE CITY; AND PROVIDING THAT SUCH CHARGES SHALL BE IN ACCORDANCE WITH THE MOST RECENT GUIDELINES ESTABLISHED BY THE PURCHASING AND GENERAL SERVICES COMMISSION OF THE STATE OF TEXAS.

* * * * *

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

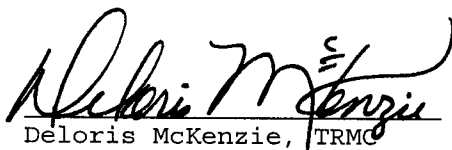
Section 1. The Office for Public Records of the City is hereby authorized and directed to establish charges for the reproduction of the public records of the City. Such charges shall be in accordance with the most recent guidelines established by the Purchasing and General Services Administration of the State of Texas, in accordance with public information (Open Records) Disclosure Policy attached as Exhibit "A".

PASSED, APPROVED AND RESOLVED THIS 7TH DAY OF DECEMBER, 1998.



Mayor Harold L. Whitaker
City of Friendswood

ATTEST:



Deloris McKenzie, TRMC
City Secretary

EXHIBIT " A "

CITY OF FRIENDSWOOD

PUBLIC INFORMATION (OPEN RECORDS) DISCLOSURE POLICY

PURPOSE

The purpose of this policy is to establish guidelines in accordance with the Public Information Act (formerly Open Records Act) to ensure that all records in the possession of and pertaining to the operation of the governmental body is available to the public through a systematic and centralized process.

AUTHORITY

The City Secretary/Records Management Office shall be the city's authority for releasing records in accordance with the Public Information Act with the exception of Municipal Court and Police Records.

The Municipal Court Clerk shall be authorized to release court records in accordance with judiciary procedures. The Chief of Police shall be authorized to release police records in accordance with judiciary procedures, but shall all so notify the City Secretary of all requests.

No inquiries may be made of the requestor as to the reasons for wanting the record. The City may only ask for proper identification and for clarification as to what records are sought. The request must sufficiently identify the records desired. The City, however, must make a good faith effort to advise the requestor of the kinds of records available to assist him/her in clarifying his request.

DUTY - RECORDS OFFICER/AUTHORITY

It is the duty of the records officer or authority to "promptly" produce requested records for inspection or duplication, or both. The officer is allowed, under the Public Information Act, to take a reasonable amount of time to comply with an open records request, however the record must be provided, a time given for when the record will be available, or that the request requires an opinion from the Attorney General within ten business days. The amount of records requested and the difficulty of their compilation will be considered in determining what is reasonable and prompt. If the City believes the record is excepted under the Public Information Act or by a prior Attorney General's ruling, the city has fifteen business days from the date of the request to ask for an Attorney General's public information ruling on the release of the document.

ATTORNEY GENERAL'S OPINION

Subchapter G of the Public Information Act generally requires a city to seek an Attorney General's opinion if it withholds requested documents under the Public Information Act and states: "If a governmental body receives a written request for information which it considers within one of the exceptions, the governmental body...no later than fifteen business days,

must request a decision from the Attorney General to determine whether the information is within that exception. If a decision is not so requested, the information shall be presumed to be public information."

If the City believes the requested record is excepted from public disclosure, a request for a public information or open records ruling will be submitted to the Office of the Attorney General by the City Attorney. A copy of the applicant's written request for the document, a copy of the requested document (or a sample if the records are repetitive or voluminous), and a letter from the City will be provided to the City Attorney for determination explaining why the City believes the record should be excepted from public disclosure. Confidential information shall not be included in the letter to the Attorney General regarding the City's position but shall be included as a separate sealed document. The City will bear the burden of indicating which sections of the Public Information Act allows the Record to be withheld, and the City will also indicate in the copies of the requested confidential documents exactly which parts are considered to be confidential.

REQUEST PROCEDURE

All requests for records, other than those routinely published for informational purposes, shall be submitted in writing regardless of the source, and shall be submitted to the authority responsible for releasing the requested record (City Secretary, Municipal Court Clerk, and Chief of Police). The requestor may submit his request in letter form, by electronic mail, by facsimile, or by completing the "Request for Disclosure of Public Records" form provided by the City.

Electronic mail requests are not to be completed by the recipient of the request. The recipient of the E-mail request is to direct the requestor to E-mail the City Secretary.

Facsimile requests are not to be completed by the recipient of the request. The recipient is to forward the facsimile request to the City Secretary.

The City Secretary will determine and notify the appropriate record holder, and coordinate the dissemination of the record as requested.

Once a request is received by the authority responsible for releasing the record, the authority shall make the following determinations:

1. If the record requested is deemed open/public under the Public Information Act the authority shall within ten business days:
 - a. advise the requestor of the availability, time period for compliance with the request
 - b. advise requestor of fees associated with the request
 - c. release information
2. If the record requested is believed excepted from public disclosure under the Public Information Act and not specifically addressed by

a prior ruling, the authority shall within ten business days

a. advise requestor the request requires a ruling by the Attorney General

and within fifteen business days:

a. submit a request for ruling to the Attorney General

3. Once the Attorney General has made a ruling:

a. notify the requestor the record will be released/withheld in accordance with the Attorney General ruling

All "Requests for Disclosure of Public Records:, along with any documentation/rulings shall be maintained by the City Secretary for file and reference purposes. Therefore, the Municipal Court Clerk, and Chief of Police shall submit all requests, exclusive of documentation, to the City Secretary upon completion.

CC: DEPARTMENT HEADS
RECORD COORDINATORS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the disposal of a decommissioned Police Department vehicle through Houston Auto Auction.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

The police department has a decommissioned police vehicle (P299 – 2016 Ford Explorer) that it presents for disposal. The department will dispose of the vehicle through services provided by Houston Auto Auction. The vehicle has been in service since 2016. Costs associated with keeping the vehicle suitable for service are high, making the most cost-effective solution to auction it. The police unit was scheduled for replacement in 2022. The vehicle will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of all of these vehicles will be deposited into the [Vehicle Replacement Fund \(VRF\)](#).

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of these assets in the manner described above.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 02/17/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the February 2022 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax Feb 2022



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



March 8, 2022

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of February, 2022 is true and correct.

Under my hand and seal this 8th day of March, 2022.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

03/02/2022 14:50:55 3963034
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 02/01/2022 THRU 02/28/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 38
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	1,679,032.58	.00	17,428.82	.00	1,696,461.40	.00	446.88	.00	1,696,908.28
	I & S	.102167	445,392.43	.00	4,623.19	.00	450,015.62	.00	.00	.00	450,015.62
	TOTAL	.487314	2,124,425.01	.00	22,052.01	.00	2,146,477.02	.00	446.88	.00	2,146,923.90
2020	M & O	.392153	1,491.66-	.00	441.69	.00	1,049.97-	531.98	.00	.00	517.99-
	I & S	.095161	361.74-	.00	107.19	.00	254.55-	.00	.00	.00	254.55-
	TOTAL	.487314	1,853.40-	.00	548.88	.00	1,304.52-	531.98	.00	.00	772.54-
2019	M & O	.432160	240.25	.00	179.64	.00	419.89	188.75	.00	.00	608.64
	I & S	.089279	49.69	.00	37.11	.00	86.80	.00	.00	.00	86.80
	TOTAL	.521439	289.94	.00	216.75	.00	506.69	188.75	.00	.00	695.44
2018	M & O	.437173	442.39	.00	156.22	.00	598.61	133.47	.00	.00	732.08
	I & S	.095218	96.12	.00	34.03	.00	130.15	.00	.00	.00	130.15
	TOTAL	.532391	538.51	.00	190.25	.00	728.76	133.47	.00	.00	862.23
2017	M & O	.432349	122.41	.00	53.09	.00	175.50	33.40	.00	.00	208.90
	I & S	.095000	27.14	.00	11.66	.00	38.80	.00	.00	.00	38.80
	TOTAL	.527349	149.55	.00	64.75	.00	214.30	33.40	.00	.00	247.70
2016	M & O	.462000	35.16	.00	2.48	.00	37.64	1.41	.00	.00	39.05
	I & S	.084000	6.17	.00	.45	.00	6.62	.00	.00	.00	6.62
	TOTAL	.546000	41.33	.00	2.93	.00	44.26	1.41	.00	.00	45.67
2015	M & O	.497200	24.91	.00	.00	.00	24.91	.00	.00	.00	24.91
	I & S	.071500	3.53	.00	.00	.00	3.53	.00	.00	.00	3.53
	TOTAL	.568700	28.44	.00	.00	.00	28.44	.00	.00	.00	28.44
2014	M & O	.530300	32.61	.00	.00	.00	32.61	.00	.00	.00	32.61
	I & S	.061100	3.73	.00	.00	.00	3.73	.00	.00	.00	3.73
	TOTAL	.591400	36.34	.00	.00	.00	36.34	.00	.00	.00	36.34
2013	M & O	.530300	27.89	.00	.00	.00	27.89	.00	.00	.00	27.89
	I & S	.061100	3.18	.00	.00	.00	3.18	.00	.00	.00	3.18
	TOTAL	.591400	31.07	.00	.00	.00	31.07	.00	.00	.00	31.07
2012	M & O	.530700	24.77	.00	.00	.00	24.77	.00	.00	.00	24.77
	I & S	.066300	3.20	.00	.00	.00	3.20	.00	.00	.00	3.20
	TOTAL	.597000	27.97	.00	.00	.00	27.97	.00	.00	.00	27.97
2010	M & O	.519800	6.24	.00	.00	.00	6.24	.00	.00	.00	6.24
	I & S	.065300	.84	.00	.00	.00	.84	.00	.00	.00	.84
	TOTAL	.585100	7.08	.00	.00	.00	7.08	.00	.00	.00	7.08
2009	M & O	.499700	6.00	.00	.78	.00	6.78	.30	.00	.00	7.08
	I & S	.080000	.96	.00	.12	.00	1.08	.00	.00	.00	1.08
	TOTAL	.579700	6.96	.00	.90	.00	7.86	.30	.00	.00	8.16

03/02/2022 14:50:55 3963034
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL

LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 02/01/2022 THRU 02/28/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 39
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.509700	1.53	.00	.00	.00	1.53	.00	.00	.00	1.53
	I & S	.070000	.21	.00	.00	.00	.21	.00	.00	.00	.21
	TOTAL	.579700	1.74	.00	.00	.00	1.74	.00	.00	.00	1.74
2007	M & O	.501600	1.50	.00	2.52	.00	4.02	.00	.00	.00	4.02
	I & S	.074800	.24	.00	.39	.00	.63	.00	.00	.00	.63
	TOTAL	.576400	1.74	.00	2.91	.00	4.65	.00	.00	.00	4.65
2005	M & O	.524300	106.11	.00	142.99	.00	249.10	32.52	.00	.00	281.62
	I & S	.079700	16.13	.00	21.74	.00	37.87	.00	.00	.00	37.87
	TOTAL	.604000	122.24	.00	164.73	.00	286.97	32.52	.00	.00	319.49
ALL	M & O		1,678,612.69	.00	18,408.23	.00	1,697,020.92	921.83	446.88	.00	1,698,389.63
ALL	I & S		445,241.83	.00	4,835.88	.00	450,077.71	.00	.00	.00	450,077.71
ALL	TOTAL		2,123,854.52	.00	23,244.11	.00	2,147,098.63	921.83	446.88	.00	2,148,467.34
DLQ	M & O		419.89-	.00	979.41	.00	559.52	921.83	.00	.00	1,481.35
DLQ	I & S		150.60-	.00	212.69	.00	62.09	.00	.00	.00	62.09
DLQ	TOTAL		570.49-	.00	1,192.10	.00	621.61	921.83	.00	.00	1,543.44
CURR	M & O		1,679,032.58	.00	17,428.82	.00	1,696,461.40	.00	446.88	.00	1,696,908.28
CURR	I & S		445,392.43	.00	4,623.19	.00	450,015.62	.00	.00	.00	450,015.62
CURR	TOTAL		2,124,425.01	.00	22,052.01	.00	2,146,477.02	.00	446.88	.00	2,146,923.90

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
4,214,667,192	229,035,494	4,443,702,686	00.487314	20,921,536.51	15,617

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2021	19,829,708.43	1,091,828.08	1,091,828.08	19,839,290.54	19,839,290.54	1,082,245.97	94.83	0.00
2020	163,896.15	21,517.13-	21,517.13-	85,424.67	85,424.67	56,954.35	60.00	0.00
2019	51,659.09	7,211.82-	7,211.82-	9,584.44	9,584.44	34,862.83	21.56	0.04-
2018	26,368.69	1,116.38-	1,116.38-	3,943.31	3,943.31	21,309.00	15.62	0.00
2017	16,281.55	65.92-	65.92-	2,169.52	2,169.52	14,046.11	13.38	0.00
2016	14,103.51	123.32-	123.32-	1,670.22	1,670.22	12,309.97	11.95	123.32-
2015	13,124.77	.00	0.00	760.76	760.76	12,364.01	5.80	0.00
2014	13,834.13	.00	0.00	882.10	882.10	12,952.03	6.38	0.00
2013	10,663.54	.00	0.00	652.52	652.52	10,011.02	6.12	0.00
2012	10,529.67	.00	0.00	634.27	634.27	9,895.40	6.02	0.00
2011	9,853.75	.00	0.00	552.44	552.44	9,301.31	5.61	0.00
2010	4,816.43	188.90-	188.90-	582.84	582.84	4,044.69	12.60	188.90-
2009	6,212.93	145.52-	145.52-	575.86	575.86	5,491.55	9.49	145.52-
2008	5,594.70	625.90-	625.90-	558.68	558.68	4,410.12	11.24	625.90-
2007	1,976.80	622.34-	622.34-	8.12	8.12	1,346.34	.60	622.34-
2006	2,757.39	.00	0.00	0.00	0.00	2,757.39	0.00	0.00
2005	1,421.45	.00	0.00	122.84	122.84	1,298.61	8.64	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	412.09-	412.09-	0.00	0.00	512.76	412.09-	412.09-
2001	941.66	412.09-	412.09-	0.00	0.00	529.57	412.09-	412.09-
2000	510.23	412.09-	412.09-	0.00	0.00	98.14	412.09-	412.09-
****	20,186,467.31	1,058,974.58	1,058,974.58	15,947,413.13	19,947,413.13	1,298,028.76		2,942.29-

03/02/2022 14:48:00
TC298-M SELECTION: DEPOSIT

3963034

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSAIS DETAIL SCHEDULE
FROM: 02/01/2022 THRU 02/28/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 78
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2007	844982020322	313292	202201	0.58-	0.00	0.97-	0.00	0.00	1.55--TR
2007	844982020322	313293	202201	0.58-	0.00	0.97-	0.00	0.00	1.55--TR
2007	844982020322	356886	202201	0.58-	0.00	0.97-	0.00	0.00	1.55--TR
2007 TOTAL				1.74-	0.00	2.91-	0.00	0.00	4.65-
2008	844982020322	313292	202201	0.58-	0.00	0.00	0.00	0.00	0.58--TR
2008	844982020322	313293	202201	0.58-	0.00	0.00	0.00	0.00	0.58--TR
2008	844982020322	356886	202201	0.58-	0.00	0.00	0.00	0.00	0.58--TR
2008 TOTAL				1.74-	0.00	0.00	0.00	0.00	1.74-
2009	844982020322	313292	202201	0.58-	0.00	0.90-	0.30-CERT	0.00	1.78--TR
2009	844982020322	313293	202201	0.58-	0.00	0.00	0.00	0.00	0.58--TR
2009	844982020322	356886	202201	0.58-	0.00	0.00	0.00	0.00	0.58--TR
2009 TOTAL				1.74-	0.00	0.90-	0.30-	0.00	2.94-
2010	844982020322	313292	202201	0.59-	0.00	0.00	0.00	0.00	0.59--TR
2010	844982020322	313293	202201	0.59-	0.00	0.00	0.00	0.00	0.59--TR
2010	844982020322	356886	202201	0.59-	0.00	0.00	0.00	0.00	0.59--TR
2010 TOTAL				1.77-	0.00	0.00	0.00	0.00	1.77-
2012	844982020322	313292	202201	0.60-	0.00	0.00	0.00	0.00	0.60--TR
2012	844982020322	313293	202201	0.60-	0.00	0.00	0.00	0.00	0.60--TR
2012	844982020322	356886	202201	0.60-	0.00	0.00	0.00	0.00	0.60--TR
2012 TOTAL				1.80-	0.00	0.00	0.00	0.00	1.80-
2013	844982020322	313292	202201	0.59-	0.00	0.00	0.00	0.00	0.59--TR
2013	844982020322	313293	202201	0.59-	0.00	0.00	0.00	0.00	0.59--TR
2013	844982020322	356886	202201	0.59-	0.00	0.00	0.00	0.00	0.59--TR

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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
2013 TOTAL								
			1.77-	0.00	0.00	0.00	0.00	1.77-
2014 844982020322	313292	202201	0.59-	0.00	0.00	0.00 CERT	0.00	0.59-TR
2014 844982020322	313293	202201	0.59-	0.00	0.00	0.00 CERT	0.00	0.59-TR
2014 844982020322	356886	202201	0.59-	0.00	0.00	0.00 CERT	0.00	0.59-TR
2014 TOTAL								
			1.77-	0.00	0.00	0.00	0.00	1.77-
2015 844982020322	313292	202201	0.57-	0.00	0.00	0.00 CERT	0.00	0.57-TR
2015 844982020322	313293	202201	0.57-	0.00	0.00	0.00 CERT	0.00	0.57-TR
2015 844982020322	356886	202201	0.57-	0.00	0.00	0.00 CERT	0.00	0.57-TR
2015 TOTAL								
			1.71-	0.00	0.00	0.00	0.00	1.71-
2016 844982020322	313292	202201	0.55-	0.00	0.00	0.00 CERT	0.00	0.55-TR
2016 844982020322	313293	202201	0.55-	0.00	0.00	0.00 CERT	0.00	0.55-TR
2016 844982020322	356886	202201	0.55-	0.00	0.00	0.00 CERT	0.00	0.55-TR
2016 TOTAL								
			1.65-	0.00	0.00	0.00	0.00	1.65-
2017 844982020322	313292	202201	0.53-	0.00	0.00	0.00 TEST	0.00	0.53-TR
2017 844982020322	313293	202201	0.53-	0.00	0.00	0.00 TEST	0.00	0.53-TR
2017 844982020322	356886	202201	0.53-	0.00	0.00	0.00 TEST	0.00	0.53-TR
2017 TOTAL								
			1.59-	0.00	0.00	0.00	0.00	1.59-
2018 844982020322	313292	202201	0.53-	0.00	0.00	0.00 CERT	0.00	0.53-TR
2018 844982020322	313293	202201	0.53-	0.00	0.00	0.00 CERT	0.00	0.53-TR
2018 844982020322	356886	202201	0.53-	0.00	0.00	0.00 CERT	0.00	0.53-TR
2018 TOTAL								
			1.59-	0.00	0.00	0.00	0.00	1.59-
2019 RF220204	1012810000001	201912	0.00	0.00	0.00	0.00 HK29	212.10-	212.10-RF
2019 RF220204	1012810000001	201912	212.10-	0.00	0.00	0.00 HK29	212.10	0.00 RF
2019 RF220204	1043380000052	202001	137.02-	0.00	0.00	0.00 HK29	137.02	0.00 RF
2019 RF220204	1043380000052	202001	0.00	0.00	0.00	0.00 HK29	137.02-	137.02-RF
2019 RF220224	1294700030004	202011	48.67-	0.00	10.70-	0.00 HK30	59.37	0.00 RF
2019 RF220224	1294700030004	202011	0.00	0.00	0.00	0.00 HK30	59.37-	59.37-RF

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YEAR DEPOSIT	ACCOUNT NUMBER	PAID	LEVY	DISCOUNT	PENALTY	ATTORNEY CAUSE /REV	REFUND	PAYMENT
		YR/MO	PAID	GIVEN	INTEREST		AMOUNT	AMOUNT CAT
2019 RF220224	1294700030004	202101	81.69-	0.00	19.61-	0.00 HK30	101.30	0.00 RF
2019 RF220224	1294700030004	202101	0.00	0.00	0.00	0.00 HK30	101.30-	101.30-RF
2019 844982020322	313292	202201	0.52-	0.00	0.00	0.00 CERT	0.00	0.52-TR
2019 844982020322	313293	202201	0.52-	0.00	0.00	0.00 CERT	0.00	0.52-TR
2019 844982020322	356886	202201	0.52-	0.00	0.00	0.00 CERT	0.00	0.52-TR
2019 TOTAL			481.04-	0.00	30.31-	0.00	0.00	511.35-

2020 RF220204	1012810000001	202011	0.00	0.00	0.00	0.00 HK17	209.35-	209.35-RF
2020 RF220204	1012810000001	202011	209.35-	0.00	0.00	0.00 HK17	209.35	0.00 RF
2020 RF220204	1035020000018	202011	139.39-	0.00	0.00	0.00 HK17	139.39	0.00 RF
2020 RF220204	1035020000018	202011	0.00	0.00	0.00	0.00 HK17	139.39-	139.39-RF
2020 RF220225	1057810000005	202101	121.83-	0.00	0.00	0.00 HK18	121.83	0.00 RF
2020 RF220225	1057810000005	202101	0.00	0.00	0.00	0.00 HK18	121.83-	121.83-RF
2020 RF220204	1198830010005	202101	3,325.36-	0.00	0.00	0.00 HK17	3,325.36	0.00 RF
2020 RF220204	1198830010005	202101	0.00	0.00	0.00	0.00 HK17	3,325.36-	3,325.36-RF
2020 RF220204	1224680050008	202012	121.83-	0.00	0.00	0.00 HK17	121.83	0.00 RF
2020 RF220204	1224680050008	202012	0.00	0.00	0.00	0.00 HK17	121.83-	121.83-RF
2020 RF220225	1254280090012	202101	121.83-	0.00	0.00	0.00 HK18	121.83	0.00 RF
2020 RF220225	1254280090012	202101	0.00	0.00	0.00	0.00 HK18	121.83-	121.83-RF
2020 RF220225	1294700030004	202108	0.00	0.00	0.00	0.00 HK18	121.83-	121.83-RF
2020 RF220225	1294700030004	202108	121.83-	0.00	0.00	0.00 HK18	121.83	0.00 RF
2020 RF220225	313292	202201	0.49-	0.00	0.00	0.00 CERT	0.00	0.49-TR
2020 RF220225	313293	202201	0.49-	0.00	0.00	0.00 CERT	0.00	0.49-TR
2020 RF220225	356886	202201	0.49-	0.00	0.00	0.00 CERT	0.00	0.49-TR
2020 RF220225	H0214595	202101	0.00	0.00	0.00	0.00 HK18	5.41-	5.41-RF
2020 RF220225	H0214595	202101	5.41-	0.00	0.00	0.00 HK18	5.41	0.00 RF
2020 RF220204	H2143150	202103	0.00	0.00	0.00	0.00 HK17	5.81-	5.81-RF
2020 RF220204	H2143150	202103	5.33-	0.00	0.48-	0.00 HK17	5.81	0.00 RF
2020 TOTAL			4,173.63-	0.00	0.48-	0.00	0.00	4,174.11-

2021 RF220204	1000450000018	202112	390.67-	0.00	0.00	0.00 HK05	390.67	0.00 RF
2021 RF220204	1000450000018	202112	0.00	0.00	0.00	0.00 HK05	390.67-	390.67-RF
2021 RF220204	1000470000005	202112	217.30-	0.00	0.00	0.00 HK05	217.30	0.00 RF
2021 RF220204	1000470000005	202112	0.00	0.00	0.00	0.00 HK05	217.30-	217.30-RF
2021 RF220204	1012810000001	202112	0.00	0.00	0.00	0.00 HK05	223.31-	223.31-RF
2021 RF220204	1012810000001	202112	223.31-	0.00	0.00	0.00 HK05	223.31	0.00 RF
2021 RF220225	1022330000029	202201	78.14-	0.00	0.00	0.00 HK06	78.14	0.00 RF
2021 RF220225	1022330000029	202201	0.00	0.00	0.00	0.00 HK06	78.14-	78.14-RF
2021 RF220204	1022350000002	202112	0.00	0.00	0.00	0.00 HK05	194.72-	194.72-RF
2021 RF220204	1022350000002	202112	194.72-	0.00	0.00	0.00 HK05	194.72	0.00 RF
2021 RF220204	1035020000018	202110	0.00	0.00	0.00	0.00 HK05	174.66-	174.66-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
2021	RF220204	1035020000018	202110	174.66-	0.00	0.00	0.00 HK05	174.66	0.00 RF
2021	RF220225	1043970000015	202112	158.87-	0.00	0.00	0.00 HK06	158.87	0.00 RF
2021	RF220225	1043970000015	202112	0.00	0.00	0.00	0.00 HK06	158.87-	158.87-RF
2021	QP220224	1043990010033	202202	0.01-	0.00	0.00	0.00 HS02	0.00	0.01-TR
2021	RF220204	1050100000004	202112	323.38-	0.00	0.00	0.00 HK05	323.38	0.00 RF
2021	RF220204	1050100000004	202112	0.00	0.00	0.00	0.00 HK05	323.38-	323.38-RF
2021	RF220204	1050100000004	202112	44.58-	0.00	0.00	0.00 CERT	0.00	0.00
2021	902022422T	1050130000012	202201	0.00	0.00	0.00	0.00 HK06	175.48-	175.48-RF
2021	RF220225	1057810000005	202201	0.00	0.00	0.00	0.00 HK06	175.48	0.00 RF
2021	RF220225	1057810000005	202201	175.48-	0.00	0.00	0.00 HK06	179.04-	179.04-RF
2021	RF220225	1098320000032	202201	0.00	0.00	0.00	0.00 HK06	179.04	0.00 RF
2021	RF220225	1098320000032	202201	179.04-	0.00	0.00	0.00 HK05	2,450.25	0.00 RF
2021	RF220225	1098320000032	202201	2,450.25-	0.00	0.00	0.00 HK05	2,450.25-	2,450.25-RF
2021	RF220204	1198830010005	202201	0.00	0.00	0.00	0.00 HK05	1,271.95-	1,271.95-RF
2021	RF220204	1200270010004	202112	1,271.95-	0.00	0.00	0.00 HK05	1,271.95-	1,271.95-RF
2021	RF220204	1200270010004	202112	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2021	RF220204	1224680020012	202201	0.00	0.00	0.00	0.00 HK05	121.83	0.00 RF
2021	RF220204	1224680020012	202201	121.83-	0.00	0.00	0.00 HK05	232.99	0.00 RF
2021	RF220204	1224680050008	202112	232.99-	0.00	0.00	0.00 HK05	232.99	0.00 RF
2021	RF220204	1224680050008	202112	0.00	0.00	0.00	0.00 HK05	232.99-	232.99-RF
2021	RF220204	1224680050008	202112	75.61-	0.00	0.00	0.00 HK05	75.61	0.00 RF
2021	RF220204	1224690010001	202112	0.00	0.00	0.00	0.00 HK05	75.61-	75.61-RF
2021	RF220204	1224690010001	202112	0.00	0.00	0.00	0.00 HK05	24.36-	0.00 RF
2021	RF220204	1227720020011	202111	24.36-	0.00	0.00	0.00 HK05	24.36-	24.36-RF
2021	RF220204	1227720020011	202111	0.00	0.00	0.00	0.00 HK06	473.37	0.00 RF
2021	RF220225	1254280080008	202201	473.37-	0.00	0.00	0.00 HK06	473.37-	473.37-RF
2021	RF220225	1254280080008	202201	0.00	0.00	0.00	0.00 HK06	279.12-	279.12-RF
2021	RF220225	1254280090012	202201	279.12-	0.00	0.00	0.00 HK06	279.12	0.00 RF
2021	RF220225	1254280090012	202201	0.00	0.00	0.00	0.00 CERT	0.00	0.00
2021	902020722T	1277950030008	202110	1,744.63-	0.00	0.00	0.00 CERT	0.00	0.00
2021	902020822T	1277950080004	202112	1,744.63-	0.00	0.00	0.00 HS01	0.00	0.00
2021	924020722CHC	1502690010001	202201	4,831.57-	0.00	0.00	0.00 CERT	0.00	0.00
2021	941021122TR	168348	202201	640.54-	0.00	0.00	0.00 CERT	0.00	0.00
2021	QP220228	168520	202202	0.01-	0.00	0.00	0.00 CERT	0.00	0.01-TR
2021	902020822T	168680	202111	945.39-	0.00	0.00	0.00 21S1	0.00	945.39-TR
2021	929022322T	168788	202202	545.32-	0.00	20.79-	0.00 CERT	0.00	545.11-TR
2021	902020722T	169113	202110	63.06-	0.00	0.00	0.00 CERT	0.00	63.06-TR
2021	902020922T	169221	202112	1,344.99-	0.00	0.00	0.00 21S1	0.00	1,344.99-TR
2021	QP220228	184144	202202	0.01-	0.00	0.00	0.00 CERT	0.00	0.01-TR
2021	924020422PHC	200447	202201	4,767.40-	0.00	0.00	0.00 CERT	0.00	4,767.40-TR
2021	902020822T	201872	202112	343.94-	0.00	0.00	0.00 CERT	0.00	343.94-TR
2021	924021122CHC	203435	202202	2,388.72-	0.00	167.21-	0.00 CERT	0.00	2,555.93-TR
2021	864020822PHC	308538	202201	1,517.10-	0.00	0.00	0.00 CERT	0.00	1,517.10-RI
2021	QP220224	310920	202202	0.02-	0.00	0.00	0.00 CERT	0.00	0.02-TR
2021	844982020322	313292	202201	0.49-	0.00	0.00	0.00 CERT	0.00	0.49-TR
2021	844982020322	313293	202201	0.49-	0.00	0.00	0.00 CERT	0.00	0.49-TR
2021	844982020322	356886	202201	0.49-	0.00	0.00	0.00 CERT	0.00	0.49-TR

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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
2021	902022522T	358775	202111	1,022.64-	0.00	0.00	0.00 CERT	0.00	1,022.64-TR
2021	902022322T	361941	202201	1,344.16-	0.00	23.94-	0.00 CERT	0.00	1,368.10-TR
2021	864020722CHC	400931	202201	1,886.94-	0.00	0.00	0.00 CERT	0.00	1,886.94-TR
2021	864022822CHC	401044	202202	1,757.85-	0.00	123.05-	0.00 CERT	0.00	1,880.90-TR
2021	924020722CHC	401209	202201	1,893.96-	0.00	0.00	0.00 CERT	0.00	1,893.96-TR
2021	QE220216	401209	202202	0.01-	0.00	0.00	0.00 CERT	0.00	0.01-TR
2021	941021522T	405867	202110	2,561.83-	0.00	0.00	0.00 CERT	0.00	2,561.83-TR
2021	941021622T	524703	202111	2,173.42-	0.00	0.00	0.00 CERT	0.00	2,173.42-TR
2021	902022822T	605184	202111	1,222.16-	0.00	0.00	0.00 CERT	0.00	1,222.16-TR
2021	941021622T	613523	202112	2,112.99-	0.00	0.00	0.00 CERT	0.00	2,112.99-TR
2021	941021622T	613557	202111	1,885.91-	0.00	0.00	0.00 CERT	0.00	1,885.91-TR
2021	929022822T	708193	202201	65.36-	0.00	4.58-	0.00 CERT	0.00	69.94-TR
2021	902020722T	733894	202112	1,030.33-	0.00	0.00	0.00 CERT	0.00	1,030.33-TR
2021 TOTAL				46,792.96-	0.00	339.57-	0.00	0.00	47,132.53-
TOTAL REVERSALS				51,466.50-	0.00	374.17-	0.30-	0.00	51,840.97-

TAX COLLECTION SYSTEM
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SUMMARY OF PAYMENTS AND REVERSALS
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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2005 TOTAL			122.24	0.00	164.73	32.52	0.00	319.49
2007 TOTAL			3.48	0.00	5.82	0.00	0.00	9.30
2008 TOTAL			3.48	0.00	0.00	0.00	0.00	3.48
2009 TOTAL			8.70	0.00	1.80	0.60	0.00	11.10
2010 TOTAL			8.85	0.00	0.00	0.00	0.00	8.85
2012 TOTAL			29.77	0.00	0.00	0.00	0.00	29.77
2013 TOTAL			32.84	0.00	0.00	0.00	0.00	32.84
2014 TOTAL			38.11	0.00	0.00	0.00	0.00	38.11
2015 TOTAL			30.15	0.00	0.00	0.00	0.00	30.15
2016 TOTAL			42.98	0.00	0.00	0.00	0.00	42.98
2017 TOTAL			151.14	0.00	64.75	33.40	0.00	249.29
2018 TOTAL			540.10	0.00	190.25	133.47	0.00	863.82
2019 TOTAL			770.98	0.00	247.06	188.75	0.00	1,206.79
2020 TOTAL			2,320.23	0.00	549.36	531.98	0.00	3,401.57
2021 TOTAL			2,171,217.97	0.00	22,838.46	0.00	0.00	2,194,056.43
TOTAL PAYMENTS			2,175,321.02	0.00	24,065.16	922.13	0.00	2,200,308.31
2007 TOTAL			1.74-	0.00	2.91-	0.00	0.00	4.65-
2008 TOTAL			1.74-	0.00	0.00	0.00	0.00	1.74-
2009 TOTAL			1.74-	0.00	0.90-	0.30-	0.00	2.94-
2010 TOTAL			1.77-	0.00	0.00	0.00	0.00	1.77-
2012 TOTAL			1.80-	0.00	0.00	0.00	0.00	1.80-
2013 TOTAL			1.77-	0.00	0.00	0.00	0.00	1.77-
2014 TOTAL			1.77-	0.00	0.00	0.00	0.00	1.77-
2015 TOTAL			1.71-	0.00	0.00	0.00	0.00	1.71-
2016 TOTAL			1.65-	0.00	0.00	0.00	0.00	1.65-
2017 TOTAL			1.59-	0.00	0.00	0.00	0.00	1.59-
2018 TOTAL			481.04-	0.00	0.00	0.00	0.00	511.35-
2019 TOTAL			4,173.63-	0.00	30.31-	0.00	0.00	4,174.11-
2020 TOTAL			46,792.96-	0.00	0.48-	0.00	0.00	47,132.53-
2021 TOTAL				0.00	339.57-	0.00	0.00	
TOTAL REVERSALS			51,466.50-	0.00	374.17-	0.30-	0.00	51,840.97-
TOTAL FOR UNIT			2,123,854.52	0.00	23,690.99	921.83	0.00	2,148,467.34

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
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 02/28/2022
LAND VALUE	5,827,810,207	5,827,810,207	63,624,385	163,610-	63,460,775	5,891,270,982
AG EXCLUSION	33,691,313	33,691,313	204,734	0	204,734	33,896,047
IMPROVEMENTS	775,157,465	775,157,465	231,856,850	12,314,516-	219,542,334	994,699,799
APPRAISED VALUE	5,827,810,207	5,827,810,207	295,481,235	12,478,126-	283,003,109	6,110,813,316
EXEMPTIONS	1,579,451,702	1,579,451,702	49,205,840	4,761,775	53,967,615	1,633,419,317
TAXABLE VALUE	4,214,667,192	4,214,667,192	246,275,395	17,239,901-	229,035,494	4,443,702,686
LEVY	19,829,708.43	19,829,708.43	1,411,612.70	319,784.62-	1,091,828.08	20,921,536.51
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	538	43	45	10,343
OVER 65	3,255	3,255	159	35	36	3,291
DISABLED	181	181	7	3	4	185
VETERAN	240	240	16	3	3	243
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 219
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
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	2,557,145-	2,557,145-	703,856,195
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	2,557,145-	2,557,145-	5,040,717,107
EXEMPTIONS	1,218,139,975	1,218,139,975	0	1,916,303	1,916,303	1,220,056,278
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	4,473,448-	4,473,448-	3,793,323,521
LEVY	163,896.15	163,896.15	.00	21,517.13-	21,517.13-	142,379.02
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	27	27	10,247
OVER 65	3,163	3,163	0	15	15	3,178
DISABLED	182	182	0	1	1	183
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

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

PAGE: 220
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
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	1,281,775	1,800-	1,279,975	647,211,847
APPRAISED VALUE	4,537,437,822	4,537,437,822	1,281,775	1,800-	1,279,975	4,538,717,797
EXEMPTIONS	1,018,439,121	1,018,439,121	1,281,775	1,279,603	2,561,378	1,021,000,499
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	1,281,403-	1,281,403-	3,493,033,607
LEVY	51,659.09	51,659.09	.00	7,211.82-	7,211.82-	44,447.27
UNCOLLECTIBLE	.00	.04	.00	.00	.00	.04
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	15	15	10,015
OVER 65	2,975	2,975	0	7	7	2,982
DISABLED	181	181	0	1	1	182
VETERAN	205	205	0	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

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

PAGE: 221
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
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	1,800-	1,800-	617,898,609
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,800-	1,800-	4,207,372,718
EXEMPTIONS	891,117,422	891,117,422	0	207,716	207,716	891,325,138
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	209,516-	209,516-	3,292,204,670
LEVY	26,368.69	26,368.69	.00	1,116.38-	1,116.38-	25,252.31
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	2	2	206
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	0	0	0	615,911,811
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
EXEMPTIONS	988,826,434	988,826,434	0	12,500	12,500	988,838,934
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	12,500-	12,500-	3,263,988,098
LEVY	16,281.55	16,281.55	.00	65.92-	65.92-	16,215.63
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	2	2	209
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	14,103.51	14,103.51	.00	123.32-	123.32-	13,980.19
UNCOLLECTIBLE	.00	123.32	.00	.00	.00	123.32
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2010
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 02/28/2022
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	0	0	2,281,486,034
LEVY	4,816.43	4,816.43	.00	188.90-	188.90-	4,627.53
UNCOLLECTIBLE	.00	188.90	.00	.00	.00	188.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

ALL PROPERTY

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

PAGE: 225
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
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	1	1	7,212
OVER 65	1,423	1,423	0	0	0	1,423
DISABLED	98	98	0	1	1	99
VETERAN	127	127	0	0	0	127
TOTAL EXEMPT	517	517	0	0	0	517

ALL PROPERTY

	CERTIFIED ROLL 08/01/2021	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
LAND VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
AG EXCLUSION	27,382,734	27,382,734	0	0	0	27,382,734
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
EXEMPTIONS	624,625,914	624,625,914	0	0	0	624,625,914
TAXABLE VALUE	2,116,476,920	2,116,476,920	0	0	0	2,116,476,920
LEVY	1,976.80	1,976.80	.00	622.34-	622.34-	1,354.46
UNCOLLECTIBLE	.00	622.34	.00	.00	.00	622.34
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,235	9,235	0	0	0	9,235
OVER 65	1,781	1,781	0	0	0	1,781
DISABLED	159	159	0	0	0	159
VETERAN	168	168	0	0	0	168
TOTAL EXEMPT	587	587	0	0	0	587

ALL PROPERTY

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

PAGE: 228
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	924.85	924.85	.00	412.09-	412.09-	512.76
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

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

PAGE: 229
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	941.66	941.66	.00	412.09-	412.09-	529.57
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

ALL PROPERTY

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

PAGE: 230
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/28/2022
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: March 2, 2022 4:17 PM

For Remitted Deposit Dates 02/01/2022 thru 02/28/2022 as of 03/02/2022

Version 1.51

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 74064	Print Date:02/04/2022						
	Current	172,120.12	45,657.79	0.00	0.00	0.00	217,777.91
	Delq	497.45	120.72	0.00	0.00	0.00	618.17
Last Deposit Date	02/01/2022	\$172,617.57	\$45,778.51	\$0.00	\$0.00	\$0.00	\$218,396.08
ACH 74110	Print Date:02/07/2022						
	Current	89,266.66	23,679.56	0.00	0.00	0.00	112,946.22
	Delq	31.40	5.45	0.00	0.00	0.00	36.85
Last Deposit Date	02/02/2022	\$89,298.06	\$23,685.01	\$0.00	\$0.00	\$0.00	\$112,983.07
ACH 74156	Print Date:02/07/2022						
	Current	612,017.25	162,348.15	0.00	0.00	0.00	774,365.40
	Delq	1,670.97	336.03	0.00	0.00	0.00	2,007.00
Last Deposit Date	02/03/2022	\$613,688.22	\$162,684.18	\$0.00	\$0.00	\$0.00	\$776,372.40
ACH 74200	Print Date:02/08/2022						
	Current	444,015.59	117,782.90	0.00	0.00	0.00	561,798.49
	Delq	(3,131.43)	(753.96)	0.00	0.00	0.00	(3,885.39)
Last Deposit Date	02/04/2022	\$440,884.16	\$117,028.94	\$0.00	\$0.00	\$0.00	\$557,913.10
ACH 74244	Print Date:02/08/2022						
	Current	73,898.36	19,602.80	0.00	0.00	0.00	93,501.16
	Delq	16.83	2.53	0.00	0.00	0.00	19.36
Last Deposit Date	02/07/2022	\$73,915.19	\$19,605.33	\$0.00	\$0.00	\$0.00	\$93,520.52
ACH 74283	Print Date:02/10/2022						
	Current	6,806.01	1,805.40	0.00	0.00	0.00	8,611.41
	Last Deposit Date	02/08/2022	\$6,806.01	\$1,805.40	\$0.00	\$0.00	\$8,611.41
ACH 74318	Print Date:02/10/2022						
	Current	49,224.14	13,057.43	0.00	0.00	0.00	62,281.57
	Delq	126.24	25.78	0.00	0.00	0.00	152.02
Last Deposit Date	02/09/2022	\$49,350.38	\$13,083.21	\$0.00	\$0.00	\$0.00	\$62,433.59
ACH 74360	Print Date:02/14/2022						
	Current	17,825.66	4,728.57	0.00	0.00	0.00	22,554.23
	Last Deposit Date	02/10/2022	\$17,825.66	\$4,728.57	\$0.00	\$0.00	\$22,554.23
ACH 74402	Print Date:02/14/2022						
	Current	19,745.40	5,237.84	0.00	0.00	0.00	24,983.24
	Delq	0.41	0.08	0.00	0.00	0.00	0.49
Last Deposit Date	02/11/2022	\$19,745.81	\$5,237.92	\$0.00	\$0.00	\$0.00	\$24,983.73
ACH 74440	Print Date:02/14/2022						
	Current	208.64	55.34	0.00	0.00	446.88	710.86
	Last Deposit Date	02/12/2022	\$208.64	\$55.34	\$0.00	\$446.88	\$710.86
ACH 74480	Print Date:02/15/2022						
	Current	6,874.96	1,823.69	0.00	0.00	0.00	8,698.65
	Delq	61.05	14.81	0.00	0.00	0.00	75.86
Last Deposit Date	02/14/2022	\$6,936.01	\$1,838.50	\$0.00	\$0.00	\$0.00	\$8,774.51

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Summary of Jurisdiction Remittances Processed

Report run on: March 2, 2022 4:17 PM

For Remitted Deposit Dates 02/01/2022 thru 02/28/2022 as of 03/02/2022

Version 1.51

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 74520	Print Date:02/17/2022						
	Current	23,882.23	6,335.18	0.00	0.00	0.00	30,217.41
	Last Deposit Date 02/15/2022	\$23,882.23	\$6,335.18	\$0.00	\$0.00	\$0.00	\$30,217.41
ACH 74559	Print Date:02/18/2022						
	Current	21,733.83	5,765.28	0.00	0.00	0.00	27,499.11
	Delq	43.43	8.97	0.00	0.00	0.00	52.40
	Last Deposit Date 02/16/2022	\$21,777.26	\$5,774.25	\$0.00	\$0.00	\$0.00	\$27,551.51
ACH 74599	Print Date:02/18/2022						
	Current	18,234.21	4,836.92	0.00	0.00	0.00	23,071.13
	Delq	707.80	171.75	0.00	0.00	0.00	879.55
	Last Deposit Date 02/17/2022	\$18,942.01	\$5,008.67	\$0.00	\$0.00	\$0.00	\$23,950.68
ACH 74642	Print Date:02/23/2022						
	Current	10,695.60	2,837.19	0.00	0.00	0.00	13,532.79
	Delq	886.49	212.12	0.00	0.00	0.00	1,098.61
	Last Deposit Date 02/18/2022	\$11,582.09	\$3,049.31	\$0.00	\$0.00	\$0.00	\$14,631.40
ACH 74682	Print Date:02/24/2022						
	Current	4,723.43	1,252.98	0.00	0.00	0.00	5,976.41
	Delq	4.25	0.72	0.00	0.00	0.00	4.97
	Last Deposit Date 02/22/2022	\$4,727.68	\$1,253.70	\$0.00	\$0.00	\$0.00	\$5,981.38
ACH 74724	Print Date:02/25/2022						
	Current	36,085.60	9,572.29	0.00	0.00	0.00	45,657.89
	Delq	20.82	4.42	0.00	0.00	0.00	25.24
	Last Deposit Date 02/23/2022	\$36,106.42	\$9,576.71	\$0.00	\$0.00	\$0.00	\$45,683.13
ACH 74760	Print Date:02/28/2022						
	Current	41,191.02	10,926.61	0.00	0.00	0.00	52,117.63
	Delq	(89.94)	(17.86)	0.00	0.00	0.00	(107.80)
	Last Deposit Date 02/24/2022	\$41,101.08	\$10,908.75	\$0.00	\$0.00	\$0.00	\$52,009.83
ACH 74801	Print Date:03/01/2022						
	Current	21,465.23	5,694.06	0.00	0.00	0.00	27,159.29
	Delq	(286.25)	(69.47)	0.00	0.00	0.00	(355.72)
	Last Deposit Date 02/25/2022	\$21,178.98	\$5,624.59	\$0.00	\$0.00	\$0.00	\$26,803.57
ACH 74841	Print Date:03/02/2022						
	Current	26,447.46	7,015.64	0.00	0.00	0.00	33,463.10
	Last Deposit Date 02/28/2022	\$26,447.46	\$7,015.64	\$0.00	\$0.00	\$0.00	\$33,463.10
Total:		\$1,697,020.92	\$450,077.71	\$0.00	\$0.00	\$446.88	\$2,147,545.51

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/03/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on February 7, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on February 7, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 02 07 CC Meeting Minutes (Draft)

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD FEBRUARY 7, 2022

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, FEBRUARY 7, 2022, 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
Karen Horner	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. Councilmember John Scott was absent from Roll Call and entered the meeting at 6:32 P.M.

2. INVOCATION

The invocation was led by Pastor David Lorenz from First Baptist Church Friendswood.

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 FOR A DAY

A. Consider a resolution declaring February 8, 2022, as Cline Elementary Day in the City of Friendswood, Texas.

Mayor Foreman introduced the students and teachers from Cline Elementary. He noted that the Council for a Day Program allows for second graders from the three elementary schools in Friendswood to “take over” the council dais and sit-in for the council and staff members.

The participants included the following:

Position	Student Name	Teacher Name
City Secretary 1 (Brysch)	Elizabeth Anderson	Mrs. Denny
City Secretary 2 (Brysch)	Blake Lay	Mrs. Conley
Councilmember 1 (Rockey)	Evan Brown	Ms. Walling
Councilmember 2 (Branson)	Austin Harris	Mrs. Temperton
Councilmember 3 (Hanks)	Dottie Whiteside	Ms. Bocan
Mayor (Foreman)	Myla McAnally	Mrs. Goodrich
Councilmember 4 (Griffon)	Mckynzie Kruse	Mrs. Herren
Councilmember 5 (Scott)	Waylon Mataya	Mrs. Carter
Councilmember 6 (Erenwert)	Mila Banerji	Ms. Belluomini
City Manager (Kabiri)	Leo Rundell	Mrs. Zetts
City Attorney (Horner)	Andrew McWater	Mrs. Ramsey

A motion was made by Councilmember Evan Brown (Steve Rocky) and seconded by Councilmember Austin Harris (Sally Branson) to approve Resolution No. R2022-01, related to Item 4.A. The vote was the following:

Ayes: Mayor Myla McAnally (Mike Foreman), Councilmember Dottie Whiteside (Trish Hanks), Councilmember Evan Brown (Steve Rocky), Councilmember Austin Harris (Sally Branson), Mayor Pro Tem Mckynzie Kruse (Robert J. Griffon), Councilmember Waylon Mataya (John Scott) and Councilmember Mila Banerji (Brent Erenwert).

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING FEBRUARY 8, 2022, AS CLINE ELEMENTARY SCHOOL DAY IN THE CITY OF FRIENDSWOOD, TEXAS.

5. COUNCIL COMMENTS AND REPORTS

Councilmember Steve Rocky discussed the Night Circus Gala taking place at the Friendswood Library on March 5, 2022. He noted that the live auction items included a week's stay at Tuscan Villa in Tuscany, a weekend getaway at Canyon Lake, sports memorabilia, and a package including eight tickets to the Friendswood homecoming football game in the Superintendent's box. He encouraged the public to purchase tickets through the Friendswood Library website.

Councilmember Sally Branson stated that the EDC has not met since its previous meeting due to weather. She also noted that H-GAC had their annual meeting this past Friday and recognized the appointment of City Manager Morad Kabiri and Director of Engineering Jil Arias as the primary and alternate committee members of the Transportation Advisory Committee.

Councilmember Hanks wished everyone a happy Valentine's Day and recognized that the month of February is Black History Month and Women's Heart Health Month. She further noted that the Friendswood Education Foundation is having its main fundraiser this weekend and the monies go to supporting teachers' classrooms. She noted that tickets to said fundraiser can be purchased online.

Mayor Pro Tem Griffon said Happy Valentine's Day to everyone.

Mayor Foreman stated that he, City Manager Morad Kabiri, Assistant City Manager Steven Rhea, and Director of Engineering Jil Arias met with Harris County Commissioner Adrian Garcia and his staff. Mayor Foreman noted that the meeting was very fruitful and there is a lot of potential to partner with them. One of those partnering opportunities was the shredding event that took place last weekend with lots of folks bringing their paper to be shredded.

6. 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, 214 Inwood, Friendswood, Texas, addressed the Council in regard to the United States and its relationship with Ukraine. He asked that everyone keep Ukraine in their prayers.

Elita Caldwell, 1500 Windsor Drive, spoke regarding skating and a skate park in the City of Friendswood.

7. WORK SESSION TOPICS

B. Receive a presentation regarding the City of Friendswood's Drainage Project Update.

Deputy Director of Engineering Samantha Haritos presented the item and stated that she would provide the Council with an update of the City's drainage projects. Ms. Haritos noted that the Imperial Estates Project is moving along with all the excavation being complete and the Galveston County Consolidated Drainage District working on some final touches. She identified the locations of Forest Bend Detention, the Frenchman's Creek and Utility Relocation Project on a map and noted that the Deepwood Project is right at the confluence of Cowards Creek and Clear Creek and is moving along as well.

Ms. Haritos noted that the next few projects and highlights are Community Block Development Grant (CDBG) Projects funded by Hurricane Harvey disaster recovery funds. The projects are as follows:

Community Block Development Grant – Hurricane Harvey

Completed Activities:

- Engineering Design;
- Permits Approved by Harris County Flood Control District; US Army Corps of Engineers (USACE), Nationwide Permit;
- Easements for Polly Ranch HOA, Terra Bella HOA; and
- Neighborhood Outreach at HOA meetings attended by Directors of Engineering & Public Works

Upcoming Activities:

- Tree Mitigation Plan;
- Final approval of TX GLO easement (under creek);
- Authorization of grant funds (AGUF);
- Competitive sealed bid process;
- Select contractor and present to Council for action; and
- Construction kickoff.

Forest Bend Offline Detention

- Project Features: 53 Ac-Ft Capacity; Meandering Layout with Wetland Plantings; Concrete Trails with Solar Lighting;
- In the Engineering Phase with plans approved by HCFCD January 21, 2022;
- The authorization of grant funding (AGUF) is expected Feb 4th;
- The construction phase is out for bid in February with Council set to award April/May; and
- Contractual construction timeline is estimated at 288 days.

Frenchman's Creek Green Space

Ms. Haritos stated that for this project, the two properties that are closest to the creek are City of Friendswood projects, and then the three properties or buildings that are more towards the roadway are the Galveston County properties. This project is a part of the Galveston County Community Development Block Grant. The status of this item is the following:

The City of Friendswood is:

- Awaiting Texas General Land Office (TX GLO) approval of intake packets, and
- Responding to Request for Information (RFI's).

Galveston County is:

- Undergoing the review of the completed appraisals, and
- Waiting for the TX GLO to approve the Intake Packets.

Remaining Activities:

- Purchase of properties;
- Demolition; and
- Hydro-mulching.

Ms. Haritos stated that the Deepwood Project was also a Community Development Block Grant through the disaster recovery funds that is moving forward, both on the acquisition and on the engineering side.

Deepwood Acquisition and Infrastructure Project

Acquisition:

- Environmental assessment of acquisition sites is complete and are undergoing review, and
- Awaiting Texas General Land Office (TX GLO) approval of Intake Packets.

Engineering – Ongoing Activities:

- Environmental assessment of entire project site, and
- Hydraulic & Hydrologic Analysis / Model.

Engineering – Upcoming Activities:

- Preliminary Engineering Report (PER);
- Review of PER by City of Friendswood; and
- 30% Design Plans.

Ms. Haritos continued with the FM 1959 Detention Basin Project and noted that this property is owned by Harris County; however, the City is hoping to put in an offline detention pond at that location.

FM 1959 Detention Basin

Location:

- Friendswood/Pearland Border Along Harris County Side of Clear Creek

Features:

- 1000 - 1800 Ac-Ft Detention Basin

Status:

- Harris County Commissioners Court will soon be presented with a list of potential Partnership Projects by HCFCD – City informed that FM 1959 project will be on that list

Partnering Agency:

- City of Friendswood,
- Galveston County,
- Galveston County Consolidated Drainage District (GCCDD), and
- Harris County Flood Control District (HCFCD).

Councilmember Rockey asked how much for this project will the City be paying. Ms. Haritos responded that the application that the City put before the Harris County Flood Control District was for 50% of the project cost. With Harris County participation, 20% contingency was required over the entire project's actual cost to ensure adequate funding.

Mayor Pro Tem Griffon asked if the 20% fee is an inflation factor. Ms. Haritos stated that she believes that the fee is there for a lot of things but noted that the inflation of construction costs is a part of that fee. Councilmember Griffon asked if the \$38 million project costs included the inflation fee. Ms. Haritos noted that his assessment was correct, and the project costs included the 20% fee and a contingency.

City Manager Kabiri stated that at this stage in the project, the full detailed engineering report was not completed; therefore, there are still a lot of unknowns associated with the project that the contingencies are intended to cover. Ms. Haritos stated that the Harris County Flood Control District will put in half of the amount, \$19 million for this project, Galveston County has offered to participate up to \$7.5 million, and Galveston County Consolidated Drainage District has offered \$3.5 million, leaving the City with the remaining cost. She stated that the Engineering Department is actively working on identifying additional stakeholders, and there has been positive feedback from a couple of different entities.

Mayor Pro Tem Griffon stated that it was his understanding that the funds from the Harris County Flood Control District would be coming from bond dollars, and the funds coming from Galveston County are American Rescue Plan funds, which meant that the funds were not tied to LMI, any equity, or any other type of binding dollars from the GLO. Mr. Kabiri noted that he was correct; however, there have been rumors that Harris County is contemplating adding LMI requirements for the bond project from 2018. In response, the staff will have a resolution on the Council's agenda next month encouraging Harris County to maintain its project criteria stated in their 2018 bond election.

Ms. Haritos outlined the Houston Galveston Area Council (H-GAC) method of distribution and noted that there are \$4,636,109 that are being considered for distribution and hope to have this finalized by June 2022.

Mr. Kabiri stated there have been newspaper articles in the last two weeks noting that the U.S. Department of Housing and Urban Development is currently taking a second look at the General Land Office's (GLO) action plan for the State of Texas, and the dollars that were flowing from the federal level to the state to local entities, thus potentially holding up mitigation funds.

Mayor Pro Tem Griffon further noted that it was his understanding that another parameter had been placed on the GLO that had to do with social equity and in addition to low to moderate-income. Ms. Haritos stated that item has come up but there is no definitive answer at this time.

Ms. Haritos continued her overview of the Whitcomb Terracing Project and noted that the scope of work for this item was essentially the terracing in the floodway along with the Whitcomb property for inline detention or terracing. She noted that the City had an engineering model for this project which showed water surface elevation reductions that were seen at the confluence of Chigger Creek and Clear Creek which would result in half a foot of reduction in water surface elevation at Whispering Pines.

Moving on to the Blackhawk Detention Basin Project, Ms. Haritos stated that the City recently purchased a 46.8-acre property located adjacent to the Blackhawk Wastewater Treatment Plant, which is a part of the City's Inline and Offline Detention Project. She noted that the City had looked at putting a large detention basin on that property that could mitigate not only the Whitcomb terracing, but also the Blackhawk property.

Mayor Pro Tem Griffon asked where the dollars would come from for this and would this also be in partnership with Harris County. Ms. Haritos showed the following chart outlining the funding for this project as follows:

Cost: Whitcomb Terracing/ Blackhawk Detention Basin

PRESENT PROJECT COST TABLE

Proposed Project	Excavation Vol (cy)	Estimated ROM Capital Cost	Acquisition Cost	Engineering Cost (10% Construction)	Total Project Cost	Cost Including 20% Overall Contingency
Whitcomb Terracing	234,432	\$7,400,000	-	\$740,000	\$8,880,000	
Blackhawk Detention	644,250	\$20,200,000	\$488,250	\$2,020,000	\$22,708,250	<u>\$27,249,900</u>
Blackhawk Terracing*	43,140	\$1,400,000	-	\$140,000	\$1,540,000	
Net Cost (Whitcomb + Blackhawk Detention)					<u>\$31,588,250</u>	<u>\$37,905,900</u>

Ms. Haritos stated that the proposed costs do not include trails or any recreational facilities or features, which the City would have to put in if it decided to do anything on the Blackhawk property. Mr. Kabiri stated that these numbers are estimates and while they could not guarantee these numbers, they are likely to be close to what the actuals will be once the bids are received.

Councilmember Rockey asked, if the City would get help from Harris County or Galveston County or anybody else for this item because he has a concern that the City may never receive any federal money or may be a long time off. He further noted that in his opinion, the City should be seriously looking at what to do to complete these critical drainage projects. Mr. Kabiri stated that staff is always open to new ideas or options and noted that the amounts for the 2019 bond election were predicated on having partners. He continued that without partners, the City does not have sufficient funds to tackle all the projects that are listed along Clear Creek; hence, staff continues to pursue partnerships; such as, the Imperial Estate Project that was a win for both the City of Friendswood and Galveston County Consolidated Drainage District.

Mr. Kabiri further noted that the City has invested \$55 million dollars in drainage mitigation throughout the city in the last 3 years, which is spectacular and unheard of over the last 20 years. He continued by stating that the City has about \$30 million left in that bond authorization, which is not enough to cover all the projects presented.

Mayor Foreman stated that nobody should take away from this discussion that City staff is sitting around waiting for FEMA or any of the federal money to just magically flow in. He noted that the Engineering Department in conjunction with the City Manager are always turning over every rock to find new avenues for funding. Councilmember Rockey agreed and noted that what the City has done in the last four years in regard to drainage projects has been spectacular, and he was just looking realistically at whether the City would ever see federal money for these projects.

8. CITY MANAGER'S REPORT

A. Present an update regarding the City receiving the GFOA Award for Excellence in Financial Reporting for our fiscal year 2019 - 2020 Annual Comprehensive Financial Report.

City Manager Kabiri presented the item and stated that the City received notice from the Government Finance Officers Association of Texas that the City has been selected for the 33rd consecutive year for excellence in financial reporting, which is spectacular. He thanked the Director of Administrative Services Katina Hampton and her team for an outstanding job.

B. Present an update regarding the City of Friendswood Annual Tree Give Away event.

City Manager Kabiri stated that the annual tree giveaway was held a couple of weeks ago on Saturday, January 15th and was very well attended. He noted that over 100 live oak and red oak trees were given away at Centennial Park and thanked the Parks and Recreation Department and Keep Friendswood Beautiful for another spectacular event.

Mr. Kabiri also noted that this past Friday the City tested its sirens systems that are strategically located throughout the community to notify folks that are outside or out and about in the community that there is a potential threat in the area and to seek shelter. He noted that they will be tested on the first Friday of every month.

9. BUSINESS ITEMS

A. Consider appointing Alternate Member Mr. Jason Byers as a Regular Member to the Zoning Board of Adjustments to complete the unexpired term of Mr. Ron Dyer.

A motion was made by Councilmember Rockey and seconded by Councilmember Scott to appoint Alternate Member Mr. Jason Byers as a Regular Member to the Zoning Board of Adjustments to complete the unexpired term of Mr. Ron Dyer. 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. Consider renaming an amenity in Stevenson Park in honor of a member(s) of the Burke/Lowe Family.

Councilmember Rockey stated that Tom and Penelope were instrumental in the building of this gazebo, which was built for the 1976 U.S. Centennial. He stated that Penelope has been involved in several activities while serving on the Parks Board. He stated that naming that gazebo after Tom and Penelope Burke would be a fitting tribute to all the work they did for the city and continue to do long-term.

City Manager Kabiri stated that staff will start organizing a recognition and reception for the Burke family and that the City will prepare a plaque and will have a dedication ceremony.

A motion was made by Councilmember Rockey and seconded by Councilmember Griffon to name the gazebo after Penelope Lowe Burke and Tom Burke. The vote was the following:

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

Nays: None

The item passed unanimously.

10. PROPOSED RESOLUTIONS AND ORDINANCES

A. Consider a resolution amending the City Council Rules of Procedure to address oaths of office, votes needed for council action, the calling of special meetings, recess of meetings, and political advertising.

This proposed resolution amends the City Council Rules of Procedure consistent with the recommendations of the Charter Review Commission and include additional staff recommendations. Specifically, the changes address the following:

Section	Summary of Change
8.1	This section has been added to address the meeting at which newly elected members of Council will take their oaths of office.
3.2 & 3.3	These sections are amended to specify that less than a quorum is necessary to call a special meeting or an emergency meeting.
4.7	This section has been amended to allow the presiding officer to call for a recess of up to fifteen minutes at appropriate points in the meeting agenda.
4.8 & 7.4	These sections are amended to specify the number of votes needed for Council action if there is a vacancy on the Council and to require an announcement of the number of votes needed should more than 4 votes be required.
6.2	This section has been amended in order to prohibit political advertising, as defined by state law, during the public comment section of the agenda.
Various	The remaining changes are non-substantive and/or reflect the current practice.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve Resolution No. R2022-02 amending the City Council Rules of Procedure, related to Item 10.A. The vote was the following:

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

Nays: None

The item passed unanimously.

RESOLUTION NO. R2022-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE CITY COUNCIL RULES AND ORDER OF BUSINESS PURSUANT TO CITY CHARTER SECTION 3.10, RULES OF PROCEDURE AND REPEALING RESOLUTION NO. 2021-14 AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

- B. Consider approving the second and final reading of an ordinance amending Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 - Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."**

This item is the second and final reading of an ordinance that amends the zoning districts in which the following NAICS Uses are allowed: 6232 - Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."

These proposed changes are intended to bring our Zoning Ordinance in compliance with State Law regarding Community Care Homes. Chapter 123 of the Human Resources Code for the State of Texas defines a person with a disability as a person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak, or breathe is substantially limited because the person has one of the 13 diagnoses defined in Section 123.002. Facilities that provide care for these classes of people are allowed by right in residentially zoned areas provided the exterior of the residential structure is not altered, house not more than 6 residents and 2 staff members and are located not closer than one half mile from another existing community home. Our current requirement for the S1 process is not necessary or allowed by state law.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Ordinance No. 2022-01, related to 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. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, "ZONING," "SECTION 7.P.6. PERMITTED USE TABLE" TO AMEND THE ZONING DISTRICTS IN WHICH THE FOLLOWING NAICS USES ARE ALLOWED: 6232 -RESIDENTIAL, INTELLECTUAL AND DEVELOPMENT DISABILITY, MENTAL HEALTH, AND SUBSTANCE ABUSE FACILITIES, 623311 - CONTINUING CARE RETIREMENT COMMUNITIES (WITH ON-SITE NURSING), AND 623312 - ASSISTED LIVING FACILITIES FOR THE ELDERLY (WITHOUT ON-SITE NURSING) AND TO REMOVE SUBNOTE (B.) "5. S1; SITE PLAN APPROVAL REQUIRED" AND AMENDMENTS TO "SECTION 20. DEFINITIONS" TO REMOVE THE TERM "PERSONAL CARE FACILITY" AND ADD THE TERM "ASSISTED LIVING FACILITY."

C. Consider approving the first reading of an ordinance repealing Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks" of the Code of Ordinances, Friendswood, Texas, in its entirety and amending Chapter 30 "Fire Protection and Prevention" of the Code of Ordinances, Friendswood, Texas, by adding Article IV "Fireworks" to establish regulations for the use of fireworks in accordance with state law.

Fire Marshal Brian Mansfield presented the item and stated that the proposed ordinance repeals Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks" of the Code of Ordinances, Friendswood, Texas, in its entirety and amends Chapter 30 "Fire Protection and Prevention" of the Code of Ordinances, Friendswood, Texas, by adding Article IV "Fireworks" to establish regulations for the use of fireworks in accordance with state law. He noted that the Fireworks Ordinance was created by the Fire Marshal in 1974 and was last updated in 2005. He noted that this ordinance has not been updated or revised in over 15 years and stated that the main changes to the ordinance include:

- repealing the existing ordinance and replaces the same with a new fireworks ordinance,
- updating sections to be compliant with the applicable laws,
- expanding Section 30-140 "General Prohibition" to make it unlawful for any person to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property on which a person uses fireworks, and aiding minors to purchase or use fireworks was also added as an offense, and
- adding a general defense regarding the transportation of fireworks in a motor vehicle and the hosting of a gathering if the host had no knowledge of the fireworks and notified authorities.

The Council discussed the proposed changes and concurred on the creation of subcommittee of the Council to review and discuss the following points with staff:

- Section 30.140 – General prohibition, Subsection (a) “Offenses,” specifically regarding the possession of fireworks in the vehicle or home within the city limits.
- Subsection (b) “Defense” and whether item (2) is (i) needed or (ii) needed but should be tweaked as it seems contradictory to subsection (a)(3). Also, under this subsection to add a third item under Item (1) to include “in your home” as a defense.
- Whether the City can/should provide a permitting process for residential and/or commercial locations to have fireworks displays.
- Section 30-141 – “Aiding minors, to purchase, use etc. fireworks” in the city limits, concerns regarding the criminality of parents and grandparents that give minors access/money to the purchase and use of fireworks.

A motion was made by Councilmember Rockey and seconded by Mayor Foreman to create a subcommittee made up of Councilmember Trish Hanks, Mayor Pro Tem Griffon and Councilmember Steve Rockey to work with staff to take the proposed ordinance back to study and/or investigate the previously noted items of the Fireworks Ordinance. The vote was the following:

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

Nays: None

The item passed unanimously

D. Consider approving the first and final reading of an ordinance ordering the General and Special Elections to be held on May 7, 2022, for the purposes of electing councilmembers for Position Nos. 4 and 6 and voting for or against amendments to the Charter of the City of Friendswood.

This ordinance calls for the City of Friendswood General and Special Elections to be held on May 7, 2022, for the purposes of electing councilmembers for Position Nos. 4 and 6 and voting for or against amendments to the Charter of the City of Friendswood.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Griffon to approve Ordinance No. 2022-03, related to Item 10.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.

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ORDERING THE GENERAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2022, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS FOR POSITIONS FOUR (4) AND SIX (6); ORDERING A SPECIAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2022, FOR THE PURPOSE OF AMENDING ARTICLE II "POWERS OF THE CITY," SECTION 2.01 "GENERAL POWERS"; ARTICLE III "CITY COUNCIL," SECTION 3.02 "QUALIFICATIONS," SECTION 3.09 "MEETINGS OF THE CITY COUNCIL," AND SECTION 3.11 "ORDINANCES IN GENERAL"; ARTICLE IV "ADMINISTRATIVE SERVICES," SECTION 4.04 "CITY SECRETARY"; ARTICLE V "INITIATIVE, REFERENDUM AND RECALL," SECTION 5.06 "ACTION ON PETITIONS," SUBSECTION (B) "SUBMISSION TO VOTERS"; ARTICLE VI "NOMINATIONS AND ELECTIONS; OATH OF OFFICE," SECTION 6.04 "CANVASSING AND ELECTION RESULTS," SUBSECTION (A) "CANVASSING"; ARTICLE VIII "FINANCIAL ADMINISTRATION," SECTION 8.03 "ANNUAL BUDGET," SUBSECTION (A) "CONTENT" AND SUBSECTION (C) "PUBLIC NOTICE AND HEARING" AND SECTION 8.05 "BORROWING FOR CAPITAL IMPROVEMENTS," SUBSECTION (F) "ELECTIONS TO AUTHORIZE DEBT"; ARTICLE IX "FRANCHISES AND PUBLIC UTILITIES," SECTION 9.10 "PUBLIC SERVICE CORPORATIONS TO FILE ANNUAL REPORTS," SUBSECTION (A); AND ARTICLE XI "GENERAL PROVISIONS," SECTION 11.02 "CITY NEWSPAPER" OF THE CHARTER OF THE CITY OF FRIENDSWOOD, TEXAS; MAKING OTHER PROVISIONS RELATED TO SUCH ELECTIONS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

E. Consider approving the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.

This proposed ordinance approves budget amendments for the following:

1. Blackhawk Building Property Survey, \$7,500. Appropriate funds to complete a boundary survey of the Blackhawk Building property. The purpose of the survey is to identify limits of the property, so any improvements are laid out correctly. Spot elevations and utility exploration ensure that (i) any pavement improvements do not impede drainage and (ii) that sewer services are properly sized. The funding source will be unassigned general fund balance.
2. HMGP Buyout Grant Reimbursement, \$180,327. Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$176,854 for 1204 Myrtlewood, \$2,910 for asbestos assessments of 13 homes and \$563 for appraisal services for 705 Leisure Ln. Advance funding for these purchases were originally approved at the May 3, 2021 and the June 1, 2020 City Council meetings. Therefore, the funds will be appropriated back to unassigned general fund balance.

3. HMGP Buyout Grant Reimbursement, \$70,762. Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$45,665 for 807 Penn Dr and \$25,097 for 13 Haverford. Advance funding for these purchases were originally approved at the January 11, 2021, and the March 2, 2020, City Council meetings, respectively. Therefore, the funds will be appropriated back to unassigned general fund balance.
4. PEG Channel-Studio Soundproofing, \$380. Appropriate PEG Channel funds to install Audiomute to soundproof the studio. The funding source will be restricted general fund balance from PEG Channel revenue.
5. Police Investigation Fund-Speed Trailer, \$2,500. Appropriate funds to purchase a speed trailer. The trailer unit will have the capability to display general messages to the public as well as display drivers' speed. The funding source will be restricted Federal Police Investigation Fund balance.
6. Siren System Maintenance and Repairs, \$7,000. Appropriate funds to cover costs of maintenance and repairs of the siren system. Due to the system's age (20+ years), these items need constant preventative maintenance and repairs to remain in operating condition. The funding source will be unassigned general fund balance.
7. Friendswood Lakes Boulevard, \$5,597. Appropriate funds for Change Order #4 needed for the Friendswood Lakes Boulevard project. The change order includes the construction of a concrete retaining wall and wingwalls. In September 2020, Council approved an interlocal contract between the City of Friendswood and Galveston County for the engineering and construction of Friendswood Lakes Boulevard from Sterling Creek to West Ranch. The City is contractually obligated to jointly fund necessary change orders to complete the project. The funding source will be 2017 General Obligation Bonds (Round 3).
8. Friendswood Downtown Economic Development (FDEDC), \$10,870. Appropriate funds for the relocation of City owned and operated utilities along FM 518 from FM 2351 to south of Whispering Pines. The FDEDC approved the costs associated with the relocations and adjustments of water and sewer line facilities at their February 9, 2021, board meeting. This item was approved at the March 1, 2021, Council Meeting; however, since expenditures were not made during FY21, a re-appropriation of funds is needed. Funding for the services will come from the 1/8th cent sales tax approved in May of 2016 for capital improvements in downtown Friendswood.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2022-04, related to Item 10.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.

ORDINANCE NO. 2022-04

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 V" 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.

11. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to approve the Consent Agenda, Items 11.A through 11.M. 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 a resolution designating the Mayor as the City's representative in seeking eligible grant funds under the General Victim Assistance Direct Services Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.**

RESOLUTION NO. R2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER GENERAL VICTIM ASSISTANCE DIRECT SERVICES PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.

- B. Consider a resolution authorizing the Agreement for the Temporary Closure of State Right-of-Way with the Texas Department of Transportation for the temporary closure of FM 2351 for the Youth Sports Day Parade.**

RESOLUTION NO. R2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE YOUTH SPORTS DAY PARADE; AND PROVIDING AN EFFECTIVE DATE.

- C. Consider a resolution authorizing the City Manager to execute Subdivision Participation/Release Forms pursuant to the Texas Opioid Settlement Allocation Term Sheet.**

RESOLUTION NO. R2022-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION PARTICIPATION/RELEASE FORMS PURSUANT TO THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT TERM SHEET; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Consider a resolution authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.**

RESOLUTION NO. R2022-06

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AERIAL SPRAYING OVER THE GALVESTON COUNTY PORTION OF THE CITY OF FRIENDSWOOD BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT FOR ITS COUNTY-WIDE MOSQUITO CONTROL PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

- E. Consider ratifying the Agreement with Paragon Sports Constructors for the Stevenson Park Walking Trail Project.**

Approving a contract with Paragon Sports Constructors for the Stevenson Park Walking Trail Project (the "Project") in the amount not to exceed \$445,931. Work commenced on the trail on January 18, 2022. The Project is split into two phases with phase one taking approximately four weeks to complete and the entire project taking around four months to complete.

- F. Consider ratifying the Amendment to the Licensing Agreement with Tyler Technologies, Inc., to add an e-citation module for software integration for the PD ICS software program.**

Approving an amendment to Brazos Software in the amount of \$67,524, to connect the ICS program and Incode Court program together for citations.

G. Consider approving the disposal of two decommissioned Police Department vehicles through Houston Auto Auction.

Approving the disposal of two decommissioned police vehicles (P401 and P403 – both are 2017 Ford Police Interceptor SUVs) through services provided by Houston Auto Auction.

H. Consider approving the disposal of one decommissioned Engineering Department vehicle through an online auction at www.publicsurplus.com.

Approving the disposal of an Engineering Department decommissioned vehicle (PW63 - 2011 Ford F150) through an online auction at www.publicsurplus.com.

I. Consider authorizing the acceptance of public improvements to the Lift Station #23 project into the contractor's one-year maintenance period.

J. Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds to purchase downtown street signage.

K. Consider accepting the December 2021 tax report.

L. Consider approving the minutes of the City Council Regular Meeting held December 6, 2021.

M. Consider approving the minutes of the City Council Regular Meeting held on January 10, 2022.

12. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the February 7, 2022, City Council Regular Meeting at 7:47 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Secretary.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess into and conduct an executive session pursuant to Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Secretary.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 4, 2022

Date submitted: 03/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider and take possible action regarding the City Secretary's annual review.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to take action on the City Secretary's annual review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS