

STATE OF TEXAS  
CITY OF FRIENDSWOOD  
COUNTIES OF  
GALVESTON/HARRIS  
SEPTEMBER 9, 2019



# AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:30 PM ON MONDAY, SEPTEMBER 9, 2019, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

## 5:30 PM – REGULAR MEETING

1. Call to order
2. Pledge of Allegiance to the United States and Texas Flags – Boy Scout Anthony Duron with Troop 445  
(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
3. Invocation - Pastor Jonathan Smith, First Baptist Church
4. Communications from the Public  
(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)
5. WORK SESSION
  - A. Budget Discussion
  - B. Fire and Rescue Services and Emergency Medical Services (EMS) Contract Review
6. Special Recognition and Acknowledgements

- A. Presentation of the 16th Consecutive Government Finance Officers Association's Distinguished Budget Presentation Award by Roger Roecker, former City Manager and Past President of the Government Finance Officers Association of Texas (GFOAT) and GFOAT Representative to the Government Finance Officers Association.**
- 7. Public Hearings**

To receive comments from the public, both oral and written, regarding:

  - A. Proposed Fiscal Year 2019-2020 General Operating Budget for the City of Friendswood**
  - B. Zone classification change request for a 4.2507 acre tract of land, Sun Meadow Subdivision, located at 2407 W. Parkwood Ave., Suite 108 (1,425 square feet), Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use #8131 Religious Organizations**
- 8. Communications from the Public**

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)
- 9. City Manager's Report**
  - A. National Night Out**
  - B. Friendswood Library Summer Reading**
  - C. Chamber Business and Health Expo**
  - D. Hurricane Harvey Update**
- 10. Communications from Committees and Special Reports**
  - A. Annual Report from Friendswood Downtown Economic Development Corporation Vice-President Arden "Trey" Hill**
  - B. Annual Collection Report from Delinquent Tax Attorney Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP**
- 11. Discussion and Possible Action**
  - A. Discussion and possible action regarding action on the proposed Ad Valorem Tax Rate for 2019, (Fiscal Year October 1, 2019, through September 30, 2020), to place a proposal to adopt a rate on the October 7, 2019, City Council agenda, and to schedule any required public hearings.**



- B. Discussion and possible action regarding authorizing the City Manager to make amendments and execute a contract for Fire and Rescue Services with the Friendswood Volunteer Fire Department.
- C. Discussion and possible action regarding authorizing the City Manager to make amendments and execute a contract for Emergency Medical Services with the Friendswood Volunteer Fire Department.
- D. Discussion and possible action regarding authorizing the City Manager to execute an interlocal agreement with the City of League City to complete a flood mitigation plan for Lower Clear Creek and Dickinson Bayou.
- E. Discussion and possible action regarding disposition of RFP Number 2019-04 Acquisition and Project Management Services, to advise and assist with evaluating, planning, management, and execution of various property acquisition programs.

## 12. Resolution

Consideration and possible action regarding the following:

- A. Resolution R2019-26: A resolution of the City Council of the City of Friendswood, Texas, amending and replacing Resolution No. R2019-09 with this resolution; authorizing and approving the 2018 Community Development Block Grant – Disaster Recovery. (CDBG-DR)

## 13. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2019-30: (Title: Second and Final reading of an ordinance amending the zoning classification for 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas, by granting an amendment to Ordinance 2015-26 by adding NAICS Use # 8121 "Personal Care Services," but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, establishing the Planned Unit Development (PUD) for the use of the subject property) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas; providing for the granting of an amendment to the Specific Use Permit (SUP) approved by Ordinance 2015-26 on November 2, 2015, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, adopted on March 6, 1995, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

- B. Ordinance No. T2019-31: (Title: Second and Final reading of an ordinance changing the prior zoning classification of a tract of land consisting of .981 acres, also known as Lots 1, 2, and 3 in Winding Hollow Subdivision, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions and conditions of Ordinance 2016-01) An ordinance amending Appendix "C" of the Code of Ordinances of the City of Friendswood, Texas, being the Zoning Ordinance of the City, by amending the zoning classification of a .981 acre tract of land, located at 103, 105 and 107 Shadwell Lane, Winding Hollow Subdivision, being a replat of a part of Lot 1, Block 6, Friendswood Subdivision, in the Sarah McKissick or J.R. Williams League, according to the map of record in Volume 238, Page 14 in the Office of the County Clerk of Galveston County, Texas, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 2016-01, adopted on February 1, 2016, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.
- C. Ordinance No. T2019-32: (Title: Second and Final reading of an ordinance amending Appendix D, the Schedule of Fees for building permits as a result of House Bill 852) An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the adjustment of buildings and building regulations fees per House Bill 852. (Amended 08/05/19 on First Reading)
- D. Ordinance No. T2019-35: (Title: First reading of an ordinance rezoning 1,425 square feet described as Suite 108 within a tract of land consisting of 4.2507 acres, located at 2407 W. Parkwood Ave. Suite 108, also known as Reserve A in the Final Plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, (as more fully described herein), from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use #8131, "Religious Organizations, limited to the specific area denoted herein") An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, Section 3, "Provision for Official Zoning Map", rezoning Suite 108, being 1,425 square feet, denoted in Exhibit "B-5" generally located within 2407 W. Parkwood Ave., a tract of land of approximately 4.2507 acres, also known as Reserve A in the final plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, more fully described herein from the current designation of Community Shopping Center ("CSC") to Community Shopping Center/Specific Use Permit ("CSC/SUP"), permitting NAICS Use #8131 "Religious Organizations"; providing for the amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

- E. Ordinance No. T2019-36 : (Title: First and Final reading of an ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds) An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

**14. Communications from the Mayor and Councilmembers**

**15. Consent Agenda**

Consideration and possible action regarding the following:

- A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to have Special City Council meetings on September 23, 2019, and September 30, 2019, to discuss items related to the budget
- B. Approving a contract with Galveston County Health District for Water Pollution Control and Abatement services for 2019-2020 and authorize the Mayor to execute the contract
- C. Approving an Interlocal Agreement with the Harris-Galveston Subsidence District to participate in the Water Wise Conservation Program and authorizing the Mayor to execute the agreement
- D. Ratifying the City Manager's signature on an agreement for AT&T to make modifications to the telecommunications tower at the Public Safety Building, 1606 Whitaker Drive
- E. Accepting the July 2019 Property Tax Report
- F. Approving the Minutes of the August 5, 2019, Council Meeting

**16. Adjournment**

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This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

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I, MELINDA WELSH, 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 IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AT TIME**

\_\_\_\_\_  
**MELINDA WELSH, TRMC  
CITY SECRETARY**

**\*\*All meetings of City Council are open to the public, except when there is a necessity to meet in an Executive Session (closed to the public) under the provisions of Section 551, Texas Government Code. The City Council reserves the right to convene into Executive Session to hear any of the above described agenda items that qualify for an executive session by publicly announcing the applicable section number of the Open Meetings Act.**

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Budget Discussion

Originating Department: Administrative Services

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

Staff will present an overview of the budget development process, significant challenges and highlights of the proposed budget for fiscal year 2019-2020.

Also to be discussed will be changes to the proposed budget since delivered on July 31, 2019.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

### RECOMMENDATIONS

None at this time

### ATTACHMENTS

1. FY20 Proposed Budget Presentation - 9.9.19



# FY20 Proposed Budget

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## HIGHLIGHTS

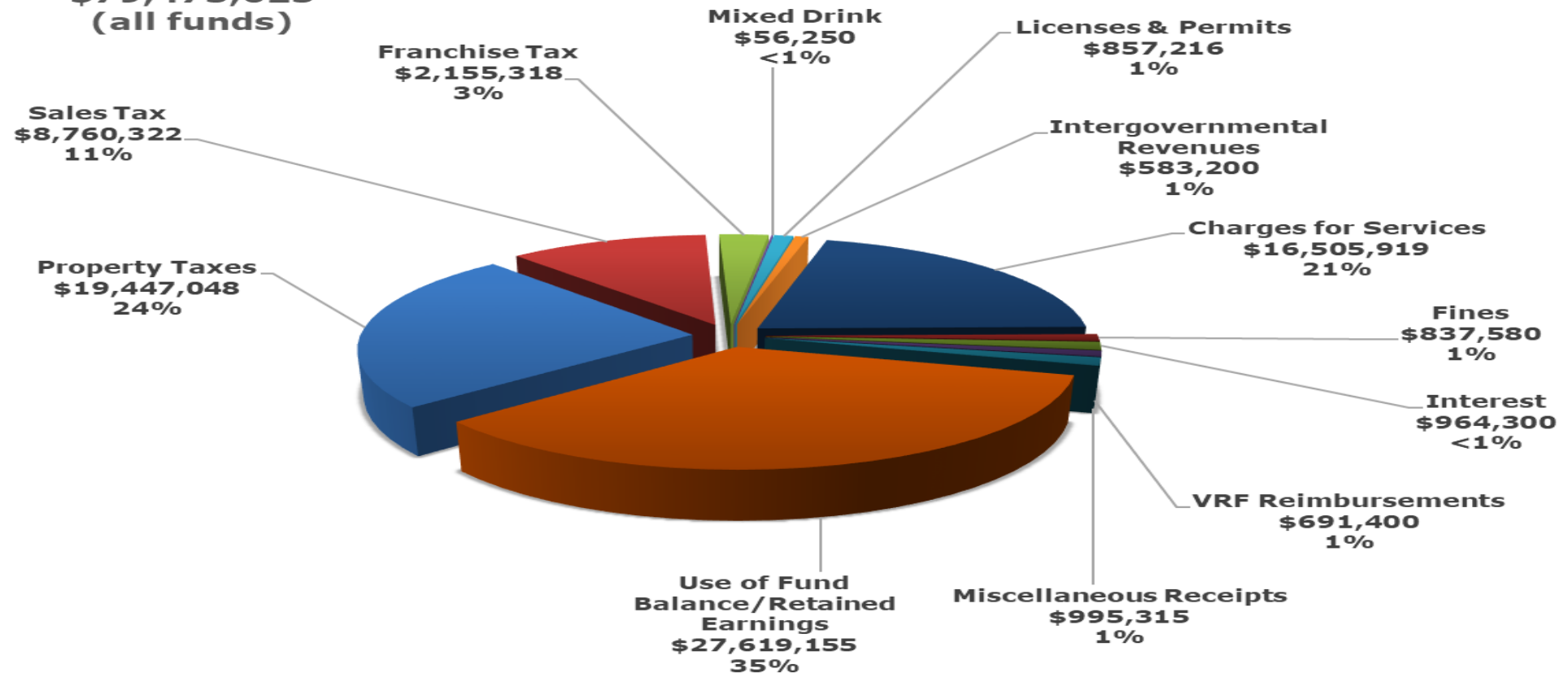


# Changes to the Proposed Budget

- **Additional Revenue - \$124K**
  - Property Taxes – M&O revenue
  - HCAD Certified Values
- **Additional Expenses - \$133K**
  - Senior Activities Community Events - \$5K
  - Administrative Assistant Position (1 FTE) - \$66K
  - Parks Laborer Position (1FTE) - \$62K
- **Additional Planned Use of Fund Balance - \$8K**

# Total Revenues ~ \$79.5M

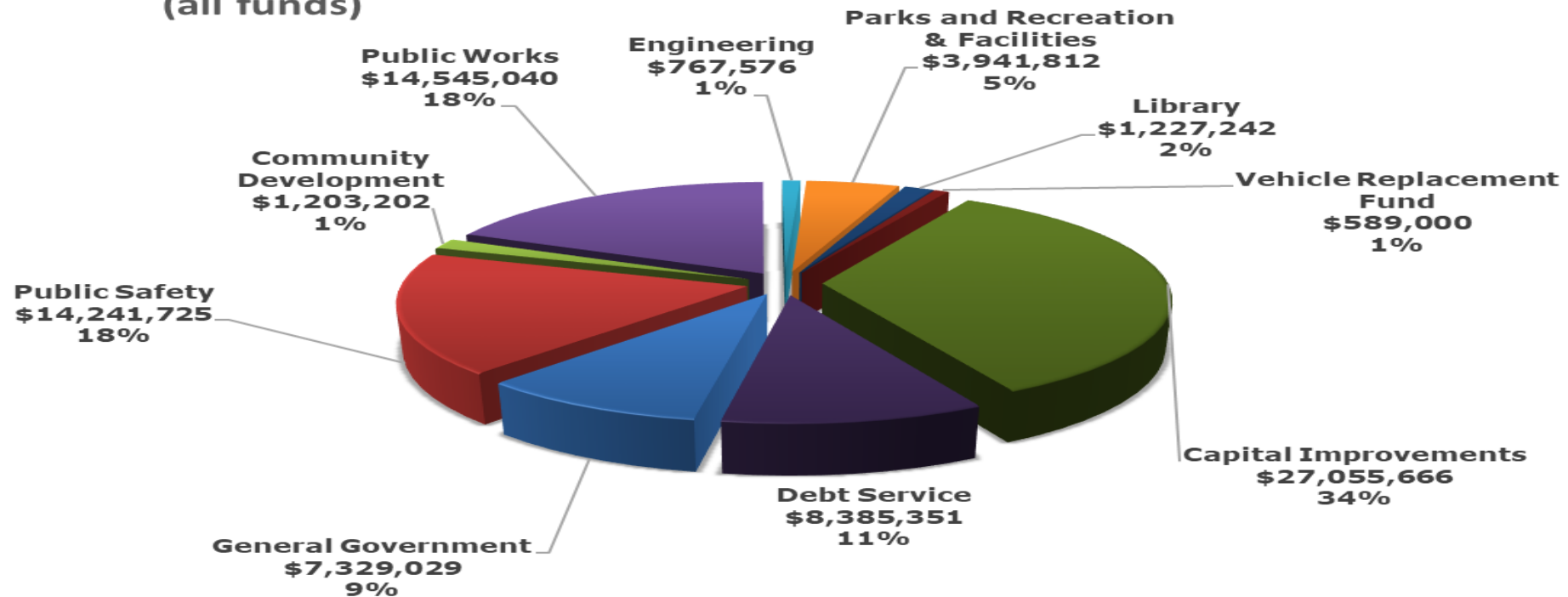
## FY20 Proposed Budget Revenues \$79,473,023 (all funds)





# Total Expenditures ~ \$79.3M

## FY20 Proposed Budget Expenditures \$79,285,643 (all funds)



# General Fund Revenue ~ \$30.1M

- **Property Tax - \$16.1M – up \$1.2M**
  - Includes penalty & interest for prior year collections
  - Current tax rate
- **Sales Tax – \$6.6M – increased \$400K**
- **Franchise Tax – \$2.2M - up about \$600K**
- **Fines – \$789K - increased \$63K**
- **Permits - \$857K – up about \$8K**
- **Intergovernmental – \$241K - minimal decrease of about \$7K**
- **Charges for Services – \$459K - down about \$318K**
- **Miscellaneous/Interest/Cell Tower agreements - \$614K – up about \$160K**
- **Inter-fund Transfer – \$1.4M – down \$62K**
- **Use of Fund Balance - \$500K**



# Tax Rate

- **Current Tax Rate - \$0.5324**
  - **Estimated Taxable Value - \$3.7B**
    - **Up \$210M**
    - **Includes new construction**
    - **Includes over 65 freeze ceilings value**
  - **Projected new construction value - \$85M**
  - **Tax Debt Service Obligation - \$3.3M**

# Building Permit Fees Legislation

- The 86<sup>th</sup> Texas Legislature voted for and Governor Abbott signed HB 852, which changes the way that municipalities can charge building permit fees. Building permit fees for new residential dwellings and alterations to residential dwellings can no longer be based upon value or cost of construction. The new law went into effect on May 21, 2019.
- The new permit fee schedule is based upon a set fee per square foot for new residential construction and additions/alterations to a residential structure. Additionally, flat fees are being proposed for other types of work for residential structures such as foundation repairs, window replacements, etc.
- Building Permit Fees included in proposed budget are reflective of legislative changes.
- Building Permit Fees changes are comparable to neighboring cities.



# General Fund Expenses ~ \$30.1

- **Personnel - \$20.6M**
  - New Engineering Department
  - Merit of 2.75% - \$475K
  - Public Safety Personnel Pay Plan Adjustment - \$5K
  - No Health & Dental Insurance increase
  - New Administrative Assistant Position - \$66K
  - New Parks Laborer Position - \$62K
- **Non-Personnel - \$9.5M**
  - Net increase of \$834K from prior year
  - Based on Current Services
  - Departmental budgets “scrubbed”
  - Includes \$500K for Street Maintenance
  - Senior Activities Community Events - \$5K
- **FAW's & DP's included - \$1.8M**



# General Fund – FAW's & DP's

| DEPT                                                      | DESCRIPTION                                                                  | ONE TIME COST      | ONGOING COST     | TOTAL              | OUTSIDE REVENUE SOURCES | NET TOTAL        |
|-----------------------------------------------------------|------------------------------------------------------------------------------|--------------------|------------------|--------------------|-------------------------|------------------|
| ASO/IT                                                    | Public Works Software (Tyler EAM)                                            | \$65,000           | \$20,000         | <b>\$85,000</b>    | \$0                     | <b>\$85,000</b>  |
| ASO/IT                                                    | Security Cameras                                                             | \$56,000           | \$10,000         | <b>\$66,000</b>    | \$0                     | <b>\$66,000</b>  |
| ASO/IT                                                    | Tyler Operating Systems Upgrade                                              | \$15,000           | \$0              | <b>\$15,000</b>    | \$0                     | <b>\$15,000</b>  |
| ASO/IT                                                    | IT Services to Fire Stations                                                 | \$15,000           | \$5,000          | <b>\$20,000</b>    | \$0                     | <b>\$20,000</b>  |
| PD/Patrol                                                 | Replace Dual Purpose K-9                                                     | \$27,500           | \$5,400          | <b>\$32,900</b>    | \$0                     | <b>\$32,900</b>  |
| PD/Patrol                                                 | Replace MDTs                                                                 | \$31,050           | \$0              | <b>\$31,050</b>    | \$0                     | <b>\$31,050</b>  |
| CDD                                                       | GIS Services Update                                                          | \$20,000           | \$0              | <b>\$20,000</b>    | \$0                     | <b>\$20,000</b>  |
| <b>TOTAL FORCES AT WORK</b>                               |                                                                              | <b>\$229,550</b>   | <b>\$40,400</b>  | <b>\$269,950</b>   | <b>\$0</b>              | <b>\$269,950</b> |
| DEPT                                                      | DESCRIPTION                                                                  | ONE TIME COST      | ONGOING COST     | TOTAL              | OUTSIDE REVENUE SOURCES | NET TOTAL        |
| ASO/IT                                                    | Private Fiber Replacement-CH>Lib & CH>AB<br>( <a href="#">PEG Funds</a> )    | \$150,000          | \$0              | <b>\$150,000</b>   | \$150,000               | <b>\$0</b>       |
| ASO/IT                                                    | CH Conference Rooms Tech Upgrades<br>( <a href="#">PEG Funds</a> )           | \$177,000          | \$0              | <b>\$177,000</b>   | \$177,000               | <b>\$0</b>       |
| ASO/IT                                                    | Know BE 4 Cybersecurity Training<br>( <a href="#">PEG Funds</a> )            | \$11,000           | \$0              | <b>\$11,000</b>    | \$11,000                | <b>\$0</b>       |
| Parks/Rec                                                 | Wage Increase for Summer Day Camp Staff                                      | \$0                | \$44,043         | <b>\$44,043</b>    | \$44,043                | <b>\$0</b>       |
| City Wide                                                 | City Wide Merit 2.75%                                                        | \$0                | \$475,549        | <b>\$475,549</b>   | \$0                     | <b>\$475,549</b> |
| PW/Streets                                                | Skid Steer Loader (not VRP)<br><a href="#">Lease to Purchase</a>             | \$101,000          | \$0              | <b>\$101,000</b>   | \$101,000               | <b>\$0</b>       |
| PW/Streets                                                | Streets Sweeper & Vacuum Unit (not VRP)<br><a href="#">Lease to Purchase</a> | \$205,000          | \$0              | <b>\$205,000</b>   | \$205,000               | <b>\$0</b>       |
| Parks/PK Ops                                              | Dump Truck-1 ton (not VRP)<br><a href="#">Lease to Purchase</a>              | \$60,000           | \$0              | <b>\$60,000</b>    | \$60,000                | <b>\$0</b>       |
| FM-FVFD                                                   | Ambulance<br><a href="#">Lease to Purchase</a>                               | \$203,000          | \$0              | <b>\$203,000</b>   | \$203,000               | <b>\$0</b>       |
| ASO                                                       | ASO Admin Assistant Position (FTE 1.0)                                       | \$1,000            | \$64,651         | <b>\$65,651</b>    | \$0                     | <b>\$65,651</b>  |
| Parks/PK Ops                                              | Parks Laborer Position (FTE 1.0)                                             | \$0                | \$61,876         | <b>\$61,876</b>    | \$0                     | <b>\$61,876</b>  |
| <b>TOTAL DECISION PACKAGES</b>                            |                                                                              | <b>\$908,000</b>   | <b>\$646,119</b> | <b>\$1,554,119</b> | <b>\$951,043</b>        | <b>\$603,076</b> |
| <b>TOTAL FAW &amp; DECISION PACKAGES FOR GENERAL FUND</b> |                                                                              | <b>\$1,137,550</b> | <b>\$686,519</b> | <b>\$1,824,069</b> | <b>\$951,043</b>        | <b>\$873,026</b> |

# Water & Sewer Fund Revenue - \$19.7M

- **Water Revenue - \$9.1M**
  - Includes utility cost of service & rate study recommended rates for FY20
- **Sewer Revenue - \$6.5M**
  - Winter months average for single family residential customers
  - 100% of water consumption for all other customers
- **Administrative Fees - \$357K**
  - Includes late payment penalties, disconnection / reconnection fees, same day services connections, etc.
- **Water Meter Sales - \$30K**
- **Interest - \$114K**
- **Use of Working Capital - \$3.6M**



# Water & Sewer Expenditures - \$19.7M

- **Personnel - \$2.6M**
  - New Engineering Department
  - Merit of 2.75% - \$58K
  - No Health & Dental Insurance increase
- **Non-Personnel - \$17.1M**
  - Debt service obligations of \$5.8M
  - Net increase of \$6.7M from prior year
  - Based on current services
  - Departmental budgets “scrubbed”
  - Includes \$300K for sewer maintenance
- **Debt Services Obligations included - \$5.8M**
- **FAW’s & DP’s included - \$5.3M**

# Water & Sewer Fund – FAW's & DP's

| DEPT                                                               | DESCRIPTION                                                                       | ONE TIME COST      | ONGOING COST       | TOTAL              | OUTSIDE REVENUE SOURCES | NET TOTAL          |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------|--------------------|--------------------|-------------------------|--------------------|
| Swr Ops                                                            | Blkhwk WWTP-Aeration System Upgrade                                               | \$2,569,413        | \$0                | \$2,569,413        |                         | \$2,569,413        |
| Swr Ops                                                            | Blkhwk WWTP Re-Rating                                                             | \$348,795          | \$0                | \$348,795          |                         | \$348,795          |
| Swr Ops                                                            | Blackhawk WWTP Additional Capacity (Year 3 of 6                                   | \$633,130          | \$0                | \$633,130          |                         | \$633,130          |
| Wtr Ops                                                            | SEWPP-FY 2012-2017 Program Balance (Year 2 of                                     | \$0                | \$411,002          | \$411,002          |                         | \$411,002          |
| Wtr Ops                                                            | SEWPP-FY 2019-2023 Program Balance (5 yrs)                                        | \$0                | \$810,000          | \$810,000          |                         | \$810,000          |
| <b>TOTAL FORCES AT WORK</b>                                        |                                                                                   | <b>\$3,551,338</b> | <b>\$1,221,002</b> | <b>\$4,772,340</b> | <b>\$0</b>              | <b>\$4,772,340</b> |
| DEPT                                                               | DESCRIPTION                                                                       | ONE TIME COST      | ONGOING COST       | TOTAL              | OUTSIDE REVENUE SOURCES | NET TOTAL          |
| City Wide                                                          | City Wide Merit 2.75%                                                             | \$0                | \$57,904           | \$57,904           | \$0                     | \$57,904           |
| Swr Utl                                                            | Vacuum/Jet Combination Sewer Truck (not VRP)<br><a href="#">Lease to Purchase</a> | \$450,000          | \$0                | \$450,000          | \$450,000               | \$0                |
| <b>TOTAL DECISION PACKAGES</b>                                     |                                                                                   | <b>\$450,000</b>   | <b>\$57,904</b>    | <b>\$507,904</b>   | <b>\$450,000</b>        | <b>\$57,904</b>    |
| <b>TOTAL FAW &amp; DECISION PACKAGES FOR WATER &amp; SEWER FUN</b> |                                                                                   | <b>\$4,001,338</b> | <b>\$1,278,906</b> | <b>\$5,280,244</b> | <b>\$450,000</b>        | <b>\$4,830,244</b> |



# General Fund - Unfunded DP's

| DEPT                                                   | DESCRIPTION                                           | ONE TIME COST     | ONGOING COST      | TOTAL               |
|--------------------------------------------------------|-------------------------------------------------------|-------------------|-------------------|---------------------|
| ASO/IT                                                 | Additional Internet Services & Firewall               | \$10,000          | \$12,100          | <b>\$22,100</b>     |
| Engineering                                            | Construction Manager Position (FTE 1.0)               | \$2,700           | \$88,967          | <b>\$91,667</b>     |
| Library                                                | Digital Media Technician Position (FTE 1.0)           | \$0               | \$70,320          | <b>\$70,320</b>     |
| ASO/IT                                                 | Network Attached Storage (NAS) Data Protection        | \$25,000          | \$0               | <b>\$25,000</b>     |
| Engineering                                            | GPS Data Collection System Upgrade                    | \$25,000          | \$0               | <b>\$25,000</b>     |
| Parks/Admin                                            | Parks Open Space Master Plan                          | \$185,000         | \$0               | <b>\$185,000</b>    |
| Parks/Rec                                              | Wage Increase for Pool Staff                          | \$0               | \$35,755          | <b>\$35,755</b>     |
| Engineering                                            | HP Design Jet SD Pro Multifunction Printer            | \$15,495          | \$5,000           | <b>\$20,495</b>     |
| Parks/PK Ops                                           | 3/4 Ton Truck Regular Cab (for Laborer) (Add to VRP)  | \$32,642          | \$0               | <b>\$32,642</b>     |
| ASO/IT                                                 | IT Business Analyst I Position (FTE 1.0)              | \$0               | \$100,504         | <b>\$100,504</b>    |
| Parks/PK Ops                                           | 55' Pull Behind Man Lift                              | \$43,060          | \$0               | <b>\$43,060</b>     |
| Parks/PK Ops                                           | Tool CAT Replacement                                  | \$55,000          | \$0               | <b>\$55,000</b>     |
| PW/Streets                                             | Industrial Zero Turn Riding Mower                     | \$14,000          | \$1,050           | <b>\$15,050</b>     |
| ASO/HR                                                 | Wellness Program                                      | \$0               | \$15,000          | <b>\$15,000</b>     |
| PW/Streets                                             | Message Board                                         | \$20,000          | \$75              | <b>\$20,075</b>     |
| Park/Fac Ops                                           | Replace Carpet & Flooring at PSB                      | \$68,000          | \$0               | <b>\$68,000</b>     |
| Parks/PK Ops                                           | Turf Tractor                                          | \$50,000          | \$0               | <b>\$50,000</b>     |
| Parks/PK Ops                                           | Replace Fencing Fabric at Sportspark for Adult Fields | \$58,000          | \$0               | <b>\$58,000</b>     |
| Parks/PK Ops                                           | Stevenson Park Walking Trail Curbs                    | \$250,000         | \$0               | <b>\$250,000</b>    |
| Parks/PK Ops                                           | Skate Park                                            | \$75,000          | \$0               | <b>\$75,000</b>     |
| <b>UNFUNDED DECISION PACKAGES TOTAL (GENERAL FUND)</b> |                                                       | <b>\$ 928,897</b> | <b>\$ 328,771</b> | <b>\$ 1,257,668</b> |

# Water & Sewer Fund – Unfunded DP's

| DEPT                                                             | DESCRIPTION                                      | ONE TIME COST    | ONGOING COST     | TOTAL            |
|------------------------------------------------------------------|--------------------------------------------------|------------------|------------------|------------------|
| Engineering                                                      | Construction Manager Position (FTE 1.0)          | \$2,700          | \$88,968         | <b>\$91,668</b>  |
| Wtr Ops                                                          | Pump & Piping Changes for SWS#2                  | \$45,000         | \$0              | <b>\$45,000</b>  |
| Swr Ops                                                          | 6" Pump Replacements (LS #8,17,22,36)            | \$78,000         | \$0              | <b>\$78,000</b>  |
| Admin                                                            | Administrative Secretary Position (FTE 1.0)      | \$2,700          | \$56,628         | <b>\$59,328</b>  |
| Swr Ops                                                          | LS #2 Spare Pump                                 | \$25,000         | \$0              | <b>\$25,000</b>  |
| Wtr Ops                                                          | Control Replacement for SWS #1                   | \$55,000         | \$0              | <b>\$55,000</b>  |
| Wtr Ops                                                          | Control Replacement for SWS #2                   | \$65,000         | \$0              | <b>\$65,000</b>  |
| Wtr Ops                                                          | Operations Maintenance Worker Position (FTE 1.0) | \$0              | \$56,208         | <b>\$56,208</b>  |
| Swr Ops                                                          | Truck with utility bed (1 Ton) (Add to VRP)      | \$60,000         | \$4,000          | <b>\$64,000</b>  |
| Swr Ops                                                          | Mechanic tools & equipment                       | \$30,000         | \$0              | <b>\$30,000</b>  |
| Wtr Utl                                                          | Crew Leader Position (FTE 1.0)                   | \$0              | \$70,846         | <b>\$70,846</b>  |
| Wtr Utl                                                          | Class 5 Truck w/service body (Add to VRP)        | \$61,000         | \$4,500          | <b>\$65,500</b>  |
| Swr Utl                                                          | Backhoe-replace PW116 (not VRP)                  | \$90,000         | \$4,500          | <b>\$94,500</b>  |
| <b>UNFUNDED DECISION PACKAGES TOTAL (WATER &amp; SEWER FUND)</b> |                                                  | <b>\$514,400</b> | <b>\$285,650</b> | <b>\$800,050</b> |



# Next Steps

## Key Dates

- **Proposed Budget Delivered – 7/31/19**
- **Budget Work Session – 8/5/19**
- **Proposed Budget Public Hearing – 9/9/19**
- **Public Hearing on Tax Rate – 9/23/19**
- **Public Hearing on Tax Rate – 9/30/19**
- **Budget & Tax Rate Adoption – 10/7/19**
- **Council Input/Direction Needed**



## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Fire and Rescue Services and Emergency Medical Services (EMS) Contract Review

Originating Department: Fire Marshal

Degree of importance: Critical

### SUMMARY / ORIGINATING CAUSE

Previous council meetings:

2017 – EMS Subcommittee formed

July 10, 2017 – Subcommittee finding presented

October 11, 2017 – RFP for Ground Emergency Ambulance Services

June 20, 2018 – RFP for Emergency Medical Billing and Collections

September 10, 2018 Current EMS Contract amended

November 5, 2018 Billing Ordinance

January 1, 2019 Billing began

The current contract with Friendswood Volunteer Fire Department Inc. for Fire and EMS services will expire September 30, 2019.

This is an overview of the new contracts for EMS and Fire/Rescue Services. A PowerPoint presentation will be given at the meeting highlighting the more significant changes from our previous contract with the FVFD.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

EMS and Fire/Rescue services are a vital emergency services for the City of Friendswood.

### RECOMMENDATIONS

There are two discussion and possible action items later on the agenda for consideration for the provision of fire and EMS services. Staff recommends approval of both.

### ATTACHMENTS

1. EMS & Fire Contracts - PP



# CITY OF **Friendswood**

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## EMS and Fire Services Contracts

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



# CITY OF Friendswood

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Current Contract with Friendswood Volunteer Fire Department, INC. for Emergency Medical Services and Fire/Rescue Services expires September 30, 2019

Friendswood on TRAQ  
TRUST RESPECT ACCOUNTABILITY QUALITY





# CITY OF Friendswood

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## Historic Timeline

- 2017 – EMS Subcommittee formed
- July 10, 2017 – Subcommittee findings were presented
- October 11, 2017 – RFP for Ground Emergency Ambulance Services
- June 20, 2018 – RFP for Emergency Medical Billing and Collections
- September 10, 2018 Current EMS Contract amended
- November 5, 2018 Billing Ordinance
- January 1, 2019 Billing began

Friendswood on TRAQ  
TRUST RESPECT ACCOUNTABILITY QUALITY



# CITY OF **Friendswood**

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## Significant Changes

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



# CITY OF **Friendswood**

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## **Changes to Both Contracts**

- Separate Fire & EMS Contract
- Designed to allow FVFD Personnel to focus on Fire & EMS Services
- Annual increase to contract amount
- Address capital needs and funding

Friendswood on TRAQ  
TRUST RESPECT ACCOUNTABILITY QUALITY





# CITY OF **Friendswood**

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## **Significant Changes to EMS**

- 2 full time ambulances and 1 supervisor
  - 9 full time employees (Paramedics)
- 3 year contract with 2- one year extensions
- Contract increase of \$10,000 per every 100 calls over 3,000

Friendswood on TRAQ  
TRUST RESPECT ACCOUNTABILITY QUALITY



# CITY OF **Friendswood**

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## **Significant Changes to Fire**

- Day Captain and Day Crew
  - TCFP Certified Firefighters
- 5 year contract with 2 - one year extensions

Friendswood on TRAQ  
TRUST RESPECT ACCOUNTABILITY QUALITY



# CITY OF Friendswood

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## Questions

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

## FOR IMMEDIATE RELEASE

July 23, 2019

**For more information, contact:**

**Technical Services Center**

**Phone: (312) 977-9700**

**Fax: (312) 977-4806**

**E-mail: [budgetawards@gfoa.org](mailto: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, Rhonda Blokas, Jennifer Walker, Emily Peltier**.

There are over 1,600 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 is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.*

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

[www.gfoa.org](http://www.gfoa.org)





GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Friendswood  
Texas**

For the Fiscal Year Beginning

**October 1, 2018**

*Christopher P. Morrill*

Executive Director



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

July 23, 2019

Katina R. Hampton  
Director of Administrative Services  
City of Friendswood  
910 South Friendswood Drive  
Friendswood, TX 77546

Dear Ms. Hampton:

We are pleased to notify you that City of Friendswood, Texas, has received the Distinguished Budget Presentation Award for the current budget from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

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 its having achieved the award. This has been presented to:

**Katina Hampton, Rhonda Boskas, Jennifer Walker, Emily Peltier**

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program, and we sincerely hope that your example will encourage others to achieve and maintain excellence in governmental budgeting.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine".

Michele Mark Levine  
Director, Technical Services Center

Enclosure

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Proposed Fiscal Year 2019-2020 General Operating Budget for the City of Friendswood

Originating Department: Administrative Services

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

The City Charter [Sec.8.03. (c)] requires "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." This notice is scheduled for publishing in the Friendswood Reporter on August 28, 2019.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Public Hearing gives Council an opportunity to receive comments from the public regarding the proposed budget.

### RECOMMENDATIONS

None at this time

### ATTACHMENTS

1. Friendswood Notice of Public Hearing FY20 Proposed Budget

NOTICE OF PUBLIC HEARING
CITY OF FRIENDSWOOD

The Friendswood City Council will hold a docketed Public Budget Hearing at a regular Council Meeting on September 9, 2019 at 7:00 p.m., 910 S. Friendswood Drive, Friendswood City Hall. All citizens are invited to attend and provide written or oral comments concerning the City's Proposed Budget. The public may inspect the entire Proposed Budget at any time on the City's website (www.friendswood.com) or from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m., Friday, in the City Secretary's Office, Friendswood City Hall or during regular operating hours of the Friendswood Public Library.

\* Proposed Budget includes the Use of Fund Balance and Retained Earnings, totaling \$27,619,155 for operational and capital expenditures in several funds.

This budget is estimated to raise more total property taxes than last year’s budget by \$1,154,200 or 6.4%, and of that amount \$453,096 is projected tax revenue to be raised from new property added to the tax roll this year.

Dated this 28th day of August 2019.

Melinda Welsh, TRMC

City Secretary

City of Friendswood, Texas
Budget Summary
Budget Year 2019-2020

|                                           | General Fund | Tax Debt Service | Special Revenue Funds |                   |                 | Capital Projects |                       |                      |                     |                      | Permanent Fund       | Enterprise Funds |                          |                          |                       |                       |                  | Internal Service Fund |
|-------------------------------------------|--------------|------------------|-----------------------|-------------------|-----------------|------------------|-----------------------|----------------------|---------------------|----------------------|----------------------|------------------|--------------------------|--------------------------|-----------------------|-----------------------|------------------|-----------------------|
|                                           |              |                  | Police Investigation  | Fire/EMS Donation | Municipal Court | G.O.** Bonds     | Sidewalk Installation | Park Land Dedication | Street Improvements | Economic Development | 1776 Park Trust Fund | W/S Operations   | 2016 W/S Construct Bonds | 2018 W/S Construct Bonds | Water CIP/ Impact Fee | Sewer CIP/ Impact Fee | W/S Revenue Debt | Vehicle Replacement   |
| Revenues                                  |              |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       |                  |                       |
| Property Taxes                            | \$16,003,160 | \$3,319,901      | \$0                   | \$0               | \$0             | \$0              | \$0                   | \$0                  | \$0                 | \$0                  | \$0                  | \$0              | \$0                      |                          | \$0                   | \$0                   | \$0              | \$0                   |
| Sales Tax                                 | 6,597,532    |                  |                       |                   |                 |                  |                       |                      | 1,622,100           | 540,690              |                      |                  |                          |                          |                       |                       |                  |                       |
| Franchise & Local Taxes                   | 2,211,568    |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       |                  |                       |
| Licenses & Permits                        | 857,216      |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       |                  |                       |
| Intergovernmental Revenue                 | 583,200      |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       |                  |                       |
| Charges for Services                      | 459,083      |                  |                       |                   | 49,000          |                  |                       | 32,000               |                     |                      |                      | 15,607,636       |                          |                          | 313,200               | 126,000               |                  |                       |
| Fines & Forfeitures                       | 788,580      |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       |                  |                       |
| Interest                                  | 237,790      | 12,630           | 4,720                 | 900               | 3,280           | 117,810          | 420                   | 430                  | 36,400              | 8,700                | 370                  | 114,070          | 58,710                   | 331,890                  | 880                   | 1,220                 | 27,130           | 6,950                 |
| Vehicle Lease Reimbursements              | -            |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       |                  | 691,400               |
| Other Miscellaneous Receipts              | 376,690      |                  |                       | 200,000           |                 |                  |                       |                      |                     |                      |                      | 386,625          |                          |                          |                       |                       |                  |                       |
| Transfers from Other Funds                | 1,395,267    |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       | 4,889,550        |                       |
| * Use of Fund Balance / Retained Earnings | 475,549      |                  |                       |                   | 807             | 893,641          |                       | 75,734               | 2,533,501           | 1,021,651            |                      | 3,617,863        | 2,848,099                | 16,152,310               |                       |                       |                  |                       |
| Total Revenues                            | \$29,985,635 | \$3,332,531      | \$4,720               | \$200,900         | \$53,087        | \$1,011,451      | \$420                 | \$108,164            | \$4,192,001         | \$1,571,041          | \$370                | \$19,726,194     | \$2,906,809              | \$16,484,200             | \$314,080             | \$127,220             | \$4,916,680      | \$698,350             |
| Expenditures                              |              |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       |                  |                       |
| Personnel                                 | \$20,539,294 |                  |                       |                   | \$11,887        |                  |                       |                      |                     |                      |                      | \$2,551,848      |                          |                          |                       |                       |                  |                       |
| Supplies                                  | 1,197,420    |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      | 263,300          |                          |                          |                       |                       |                  |                       |
| Maintenance                               | 964,280      |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      | 509,680          |                          |                          |                       |                       |                  |                       |
| Services                                  | 6,336,141    |                  |                       |                   | 41,200          |                  |                       |                      |                     | 2,000                |                      | 8,811,746        |                          |                          |                       |                       |                  |                       |
| Capital Outlay                            | 948,500      |                  |                       |                   |                 | 1,011,451        |                       | 108,164              | 4,192,001           | 1,553,041            |                      | 300,000          | 2,906,809                | 16,484,200               |                       |                       |                  | 589,000               |
| Debt Services                             |              | 3,294,901        |                       | 200,900           |                 |                  |                       |                      |                     |                      |                      |                  |                          |                          |                       |                       | 4,889,550        |                       |
| Other                                     |              |                  |                       |                   |                 |                  |                       |                      |                     |                      |                      | 1,445,803        |                          |                          |                       |                       |                  |                       |
| Total Expenditures before Transfers       | \$29,985,635 | \$3,294,901      | \$0                   | \$200,900         | \$53,087        | \$1,011,451      | \$0                   | \$108,164            | \$4,192,001         | \$1,555,041          | \$0                  | \$13,882,377     | \$2,906,809              | \$16,484,200             | \$0                   | \$0                   | \$4,889,550      | \$589,000             |
| Transfers to Other Funds                  |              |                  |                       |                   |                 |                  |                       |                      |                     | 16,000               |                      | 5,843,817        |                          |                          | 300,000               | 125,000               | 0                |                       |
| Total Expenditures                        | \$29,985,635 | \$3,294,901      | \$0                   | \$200,900         | \$53,087        | \$1,011,451      | \$0                   | \$108,164            | \$4,192,001         | \$1,571,041          | \$0                  | \$19,726,194     | \$2,906,809              | \$16,484,200             | \$300,000             | \$125,000             | \$4,889,550      | \$589,000             |
| Revenue Over / (Under) Expenditures       | \$0          | \$37,630         | \$4,720               | \$0               | \$0             | \$0              | \$420                 | \$0                  | \$0                 | \$0                  | \$370                | \$0              | \$0                      | \$0                      | \$14,080              | \$2,220               | \$27,130         | \$109,350             |

\*\*G.O. = General Obligation Bonds



## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Zone classification change request for a 4.2507 acre tract of land, Sun Meadow Subdivision, located at 2407 W. Parkwood Ave., Suite 108 (1,425 square feet), Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use #8131 Religious Organizations

Originating Department: Community Development

Degree of importance: Elective

### SUMMARY / ORIGINATING CAUSE

The applicant, Quba Institute, is requesting to lease space in an existing shopping center to operate a community prayer center. The property is zoned Community Shopping Center (CSC) and requires a Specific Use Permit to occupy the space. The SUP will be limited to the 1,425 square-foot lease space. If approved, and at any time in the future they would like to expand the use, the owner and applicant will be required to make application to amend the SUP.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

*Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:

- a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
- b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
- c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
- d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
- e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
- f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
- g. That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property; and
- h. That the proposed use is in accordance with the comprehensive plan.

## RECOMMENDATIONS

The Planning and Zoning Commission voted on August 8, 2019, following the public hearing 6 to 0 (Commissioner Clark was absent) in to approve the requested zone change.

## ATTACHMENTS

1. 2407 W Parkwood Ave Suite 108 SUP application
2. 2407 W Parkwood Ave Deed
3. Plat\_Sun Meadow Professional
4. 2407 W Parkwood Ave Suite 108 survey
5. 2407 W Parkwood Ave Suite 108 aerial maps
6. 2407 W Parkwood Ave Suite 108 location map
7. 2407 W Parkwood Ave Suite 108 zoning map
8. 2407 W Parkwood Ave Rezoning Report
9. 2407 W Parkwood - Floorplan 2
10. Existing Site Plan
11. Existing Elevations
12. Existing Landscaping Plan
13. PZ Rec Memo Zone Change 2407 W Parkwood Ave Suite 108 08-13-19



# City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

## Zone Change Application

CURRENT ZONE OF PROPERTY: CSC

### TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: \_\_\_\_\_

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 8131-Religious Organizations

### PROPERTY IDENTIFICATION:

Address: 2407 W Parkwood Ave, Friendswood TX 77546

Platted Land – Plat Name: ABST 184M Sloan Sur Res A (-0-1) Sunmeadow Professional Sub Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Raton Plaza Shop Cntr Investors Ltd. Phone: \_\_\_\_\_

Owner's Mailing Address: 505 Post Oak Blvd Suite 420

City: Houston State: TX Zip: 77027 Fax: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

AGENT'S NAME : Quba Islamic Institute Phone: 7133493218

Agent's Mailing Address: 730 FM 1959 Rd

City: Houston State: TX Zip: 77034 Fax: \_\_\_\_\_

Agent's Email Address: qubaislamicinstitute@gmail.com

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

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

Owner's Signature: [Signature] Date: 1/15/19

Agent's Signature: [Signature] Date: 1/11/19

|                                                   |                                    |
|---------------------------------------------------|------------------------------------|
| Received By: <u>[Signature]</u>                   | Application Number: <u>19-0028</u> |
| Date of Public Hearings: <u>8/8/19 AND 9/9/19</u> | Received Date: <u>1-15-19</u>      |
| Property Owner Notices: _____                     | Newspaper Notice: <u>1-17-19</u>   |
|                                                   | Sign on Property: _____            |

## Submittal Requirements for Zone Change Applications

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

- ☐ Application Fee of \$300 (PUD \$500)  
(Changes into Downtown District may be eligible for fee waiver)
- ☐ Current Deed of Record
- ☐ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

#### PUD Option 1

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

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

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

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

#### PUD Option 2

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

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

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

#### Specific Use Permit Option 1

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

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

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

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

#### Specific Use Permit Option 2

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

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

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





PAID

Return to  
 CHARTER TITLE COMPANY  
 717 Texas, Suite 1700  
 Houston, TX 77002  
 GR# 1033001784  
 Closer: 1056

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

THAT SUNMEADOW, LP, a Texas limited partnership (the "**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, paid by RATON PLAZA SHOPPING CENTER INVESTORS, LTD., a Texas limited partnership (the "**Grantee**"), whose address is c/o Richland Financial Services of Texas, Inc., 1110 North Post Oak Road, Suite 170, Houston, Texas 77055, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of a certain sum of money paid to Grantor by Vista Bank Texas, a state banking corporation ("**Lender**"), and at the instance and request of Grantee, the receipt of which is hereby acknowledged and confessed, as evidence of which Grantee has executed and delivered one certain promissory note ("**Note**") of even date herewith in the original principal amount of \$4,240,000 00 payable to the order of Lender, the payment of the Note secured by that certain Deed of Trust to Robert R. Franklin, Jr., Trustee, of even date herewith covering the Property (as defined below), and by the vendor's lien herein retained, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all of those certain tracts of land (the "**Land**") situated in Galveston County, Texas, and described on **Exhibit A** which is attached hereto and incorporated herein by reference for all purposes, together with any and all buildings and other improvements, now or hereafter located on said Land and together with all and singular all rights and appurtenances pertaining to such Land, including any right, title and interest of Grantor in and to adjacent roads, streets, alleys, easements or rights-of-way, and any adjacent strips or gores of real estate (the Land, together with all such improvements being referred to herein as the "**Property**")

This conveyance is made subject only to those items set forth on **Exhibit B** attached hereto

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise

But it is expressly agreed and stipulated that a vendor's lien, as well as the superior title in and to the Property, is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Special Warranty Deed shall become absolute

In consideration of the payment of the above mentioned sum to Grantor by Lender, Grantor does hereby transfer, set over, assign and convey unto Lender and its successors and assigns, the vendor's lien and superior title herein retained and reserved

against the Property, in the same manner and to the same extent as if the Note had been executed in Grantor's favor and assigned by Grantor to Lender without recourse.

Ad valorem taxes and assessments for the Property for the year 2007 have been prorated by the parties hereto as of the effective date of this Deed, and the Grantee, by accepting delivery of this Deed, assumes all liability for ad valorem taxes for the year 2007 and subsequent years.

END OF PAGE

EXECUTION PAGE FOLLOWS

505377 000061 HOUSTON 520262 1

EXECUTED this 16 day of April, 2007.

**GRANTOR**

SUNMEADOW, LP,  
a Texas limited partnership

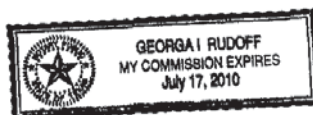
By Option 1 Realty Management Group, LLC,  
a Texas limited liability company,  
its General Partner

By: [Signature]  
Name: Robert Hamilton  
Its: G.P.

STATE OF Texas §  
§  
COUNTY OF Harris §

This instrument was acknowledged before me on April 16, 2007,  
by Robert Hamilton, as GP of  
Option 1 Realty Management Group, LLC, a Texas limited liability company, on behalf  
of such limited liability company as General Partner of SUNMEADOW, LP, a Texas  
limited partnership, on behalf of such limited partnership.

Georgia I Rudoff  
Notary Public,  
State of Texas



## COUNTY OF GALVESTON

**METES AND BOUNDS DESCRIPTION**

F. M. 528 & SUN MEADOW DRIVE  
FRIENDSWOOD, TEXAS

All that certain 4.2507 acres of land being Reserve "A," of the Final Plat of Sun Meadow Professional, a subdivision in Galveston County, Texas, out of the Mary Sloan Survey, Abstract No. 184, as recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas, said Reserve "A" being herein described as Tracts A-1 and A-2 (two separate tracts of land) out of and part of said Reserve "A," furthermore, said Tracts A-1 and A-2 being more particularly described by metes and bounds as follows.

Basis for Bearings Southeast boundary line – South 29° 03' 23" West

**TRACT A-1.**

2.251 acres herein referred to as Tract A-1, out of and part of Reserve "A," of said Final Plat of Sun Meadow Professional

**BEGINNING** at a 5/8 inch iron rod found for the West corner of the herein described 2.251 acres of land, said point also being the West corner of said Reserve "A" and being the intersection of the Northeast line of Sun Meadow Drive (80' R.O.W.) and the Southeast line of F. M. 528 (R.O.W. varies),

**THENCE** with the Southeast line of F. M. 528 and along a curve to the right having a radius of 2773.28 feet, a central angle of 07° 15' 52", an arc length of 351.62 feet and a chord bearing and distance of North 31° 38' 17" East – 351.38 feet, to a 1/2-inch iron rod found for the North corner of the herein described Tract A-1,

**THENCE** South 48° 48' 52" East, departing the Southeast line of said F. M. 528, a distance of 294.34 feet to a 1/2-inch iron rod found for the East corner of the herein described Tract A-1, said point also lying in the Southeast line of said Reserve "A," same being the Northwest line of Boca Raton, Section 1, as recorded in Volume 18, Page 352 of the Map Records of Galveston County, Texas,

**THENCE** South 29° 03' 23" West, along the Southeast line of said Reserve "A," same being the Northwest line of said Boca Raton, Section 1, a distance of 161.52 feet to a 1/2 inch iron rod found for a angle point in the Southeast boundary of the herein described Tract A-1,

**THENCE** South 09° 26' 37" West, continuing along the Southeast line of said Reserve "A," same being the Northwest line of said Boca Raton, Section 1, a distance of 123.81 feet to a 5/8 inch iron rod found for the South corner of the herein described Tract A-1, said point also being South corner of said Reserve "A" and a Westerly corner of said Boca Raton, Section 1; furthermore, said point also lying in the North line of Sun Meadow Drive (80 R.O.W.),

**THENCE** along the North line of Sun Meadow Drive, same being the Southwest line of Reserve "A," along a curve to the right having a radius of 500.00 feet, a central angle of 08° 46' 42", an arc length of 76.61 feet and a chord bearing and distance of North 66° 11' 29" West – 76.53 feet, to a 5/8 inch iron rod with cap found for a **POINT OF TANGENCY**, in the South boundary line of the herein described Tract A-1,

**THENCE** North 61° 48' 08" West, continuing along the North line of Sun Meadow Drive, same being the Southwest line of Reserve "A," a distance of 268.98 feet to the **POINT OF BEGINNING**, of the herein described 2.251 acres of land herein called TRACT A-1

**TRACT A-2:**

2 000 acres herein referred to as Tract A-2, out of and part of Reserve "A," of said Final Plat of Sun Meadow Professional

COMMENCING at a 5/8 inch iron rod found for the West corner of said Reserve "A" and being the intersection of the Northeast line of Sun Meadow Drive (80' R O W ) and the Southeast line of F M 528 (R.O W varies),

THENCE with the Southeast line of F M 528 and along a curve to the right having a radius of 2773.28 feet, a central angle of  $07^{\circ} 15' 52''$ , an arc length of 351.62 feet and a chord bearing and distance of North  $31^{\circ} 38' 17''$  East - 351.38 feet, to a 1/2-inch iron rod with cap found for the **POINT OF BEGINNING**, of the herein described Tract A-2, same being the North corner of Tract A-1 as previously described,

THENCE continuing along the Southeast line of F M 528 and along a curve to the right having a radius of 2773.28 feet, a central angle of  $05^{\circ} 51' 10''$ , an arc length of 283.29 feet and a chord bearing and distance of North  $38^{\circ} 11' 49''$  East - 283.17 feet to Brass Disk found for a **POINT OF TANGENCY**, in the Northwest boundary of the herein described Tract A-2,

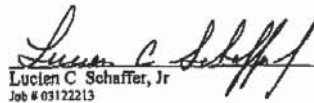
THENCE continuing along the Southeast line of F. M 528, North  $41^{\circ} 07' 23''$  East, a distance of 39.77 feet to a 1/4 inch iron rod with cap found for the North corner of the herein described Tract A-2; said point also being the West corner of Lot 1, Final Plat of Sun Meadow Professional, as recorded in Volume 18, Page 780 of the Galveston County Map Records,

THENCE South  $48^{\circ} 48' 52''$  East, departing the Southeast line of said F M 528 and along the common line of Lot 1 and Reserve "A," of said Sun Meadow Professional, a distance of 239.83 feet to a Brass Disk found for the East corner of the herein described Tract A-2, said point also lying in the Northwest line of Boca Raton, Section 1 as recorded in Volume 18, Page 352 of the Map Records of Galveston County, Texas,

THENCE South  $29^{\circ} 03' 23''$  West, along the common line of said Final Plat of Sun Meadow Professional and Boca Raton, Section 1, a distance of 329.92 feet to a 1/2-inch iron rod with cap found for the South corner of the herein described Tract A-2, said point being the East corner of Tract A-1 as previously described,

THENCE North  $48^{\circ} 48' 52''$  West, departing the Southeast line of said Final Plat of Sun Meadow Professional and Boca Raton, Section 1, a distance of 294.34 feet to the **POINT OF BEGINNING**, containing 2 000 acres of land herein described as Tract A-2

**PLAT ATTACHED**

 4-16-07  
Lucien C. Schaffer, Jr. R.P.L.S No 4803  
Job # 03122213





## EXHIBIT B

- 1 Restrictive Covenants recorded under Volume 18, Page 780 of the Map Records of Galveston County, Texas, and under Clerk's File No 9439156 of the Official Public Records of Galveston County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin
- 2 An easement 10 feet wide along the northwesterly property line for the use of public utilities as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas.
3. An easement 16 feet wide traversing the southeast portion, as shown by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas.
- 4 A drainage easement of varying width along the southeasterly property line as shown by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas
- 5 An easement for drainage purposes extending a distance of 15 feet on each side of the centerline of all natural drainage courses, as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas
- 6 Building Set Back Line 30 feet in width along the northwesterly property line as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas
7. Building Set Back Line 25 feet in width along the southwesterly property line as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas.
8. One half (1/2) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 653, Page 175, Volume 729, Page 642, Volume 891, Page 505, Volume 627, Page 430 and Volume 519, Page 174 of the Deed Records of Galveston County, Texas
- 9 One fourth (1/4) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 497, Page 212 of the Deed Records of Galveston County, Texas. Surface rights are not waived therein.
10. Three fourths (3/4) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 627, Page 432, of the Deed Records of Galveston County, Texas Surface rights are not waived therein.

- 11 All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured here under, as same are set forth in instrument recorded in Volume 1801, Page 959 of the Deed Records of Galveston County, Texas. Surface rights are not waived therein
12. One sixteenth (1/16) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 1517, Page 121 of the Deed Records of Galveston County, Texas. Surface rights are not waived therein.
13. The following matters as shown on the survey by Lucien C. Schaffer, Jr., RPLS No 4803:
- 1) Stucco wall encroaching into the property line;
  - 2) Protrusion by concrete along the northwest property line; and

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Mary Ann Daigle*

2007024669

April 17, 2007 01:41:40 PM

FEE \$40.00

Mary Ann Daigle, County Clerk  
Galveston County, TEXAS

**RECORDER'S MEMORANDUM**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS }  
COUNTY OF GALVESTON }

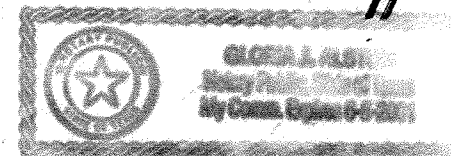
I, MAURICE ESTLINBAUM, Trustee for TWO PAIR JOINT VENTURE, Owner of the property subdivided in the adjoining and foregoing map of SUN MEADOW PROFESSIONAL do hereby make subdivision of said property according to the lines, streets, lots, alleys, building lines, and easements thereon shown and designate said subdivision as SUN MEADOW PROFESSIONAL, located in the City of Friendswood, Galveston County, Texas and being a part of a 12.9872 Acre Tract as described in Film Code #006-97-1991 in the Office of the County Clerk of Galveston County, Texas, situated in the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and the G.W. Patterson Survey, Abstract 645, Galveston County, Texas, and dedicated to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as of itself, and assigns to warrant and forever defend the title to the land so dedicated.

Further, Owner does hereby dedicate to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all bays, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Friendswood, Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

Further, Owner does hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

WITNESS My Hand in FRIENDSWOOD TEXAS this 29<sup>th</sup> day of June, 1998.

By: Maurice Estlinbaum  
MAURICE ESTLINBAUM, Trustee  
TWO PAIR JOINT VENTURE



STATE OF TEXAS }

BEFORE ME, the undersigned authority, on this day personally appeared MAURICE ESTLINBAUM, Trustee known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth and in the capacity therein stated.

GIVEN UNDER MY HAND and Seal of Office, this 29<sup>th</sup> day of June, 1998.

Notary Public in and for 6-5-2001

My commission expires



This is to certify that the City Planning Commission of the City of Friendswood, Texas, has approved this plat and subdivision of SUN MEADOW PROFESSIONAL as shown hereon.

In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the City Planning Commission of the City of Friendswood, Texas this 10<sup>th</sup> day of July, 1998.

Ruth Henry  
RUTH HENRY - DEVELOPMENT COORDINATOR

W.R. Fingers  
WILLIAM R. FINGERS - CHAIRMAN

I, MICKIEL G. HODGE, City Engineer of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas, and further it complies or will comply with all of the ordinances as adopted by the City Council.

Mickiel G. Hodge  
MICKIEL G. HODGE, P.E., CITY ENGINEER

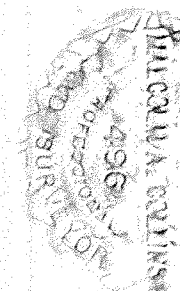
APPROVED BY THE CITY OF FRIENDSWOOD

Melvin L. Weinecke 7/8/98  
MELVIN L. WEINECKE  
DIRECTOR OF PUBLIC WORKS

I, MALCOLM A. COLLINS, Registered Professional Land Surveyor, do hereby certify that this plat correctly represents a survey made on the ground under my supervision, in accordance with the information provided me and correctly represents the facts as found at the time of survey and is true and correct, and that all lot & block corners, angle points, and points of curvature will be properly marked with 5/8 inch iron rods.

WITNESS MY HAND AND SEAL THIS THE 6<sup>th</sup> day of MAY, 1998.

Malcolm A. Collins  
MALCOLM A. COLLINS, Registered  
Professional Land Surveyor # 496.

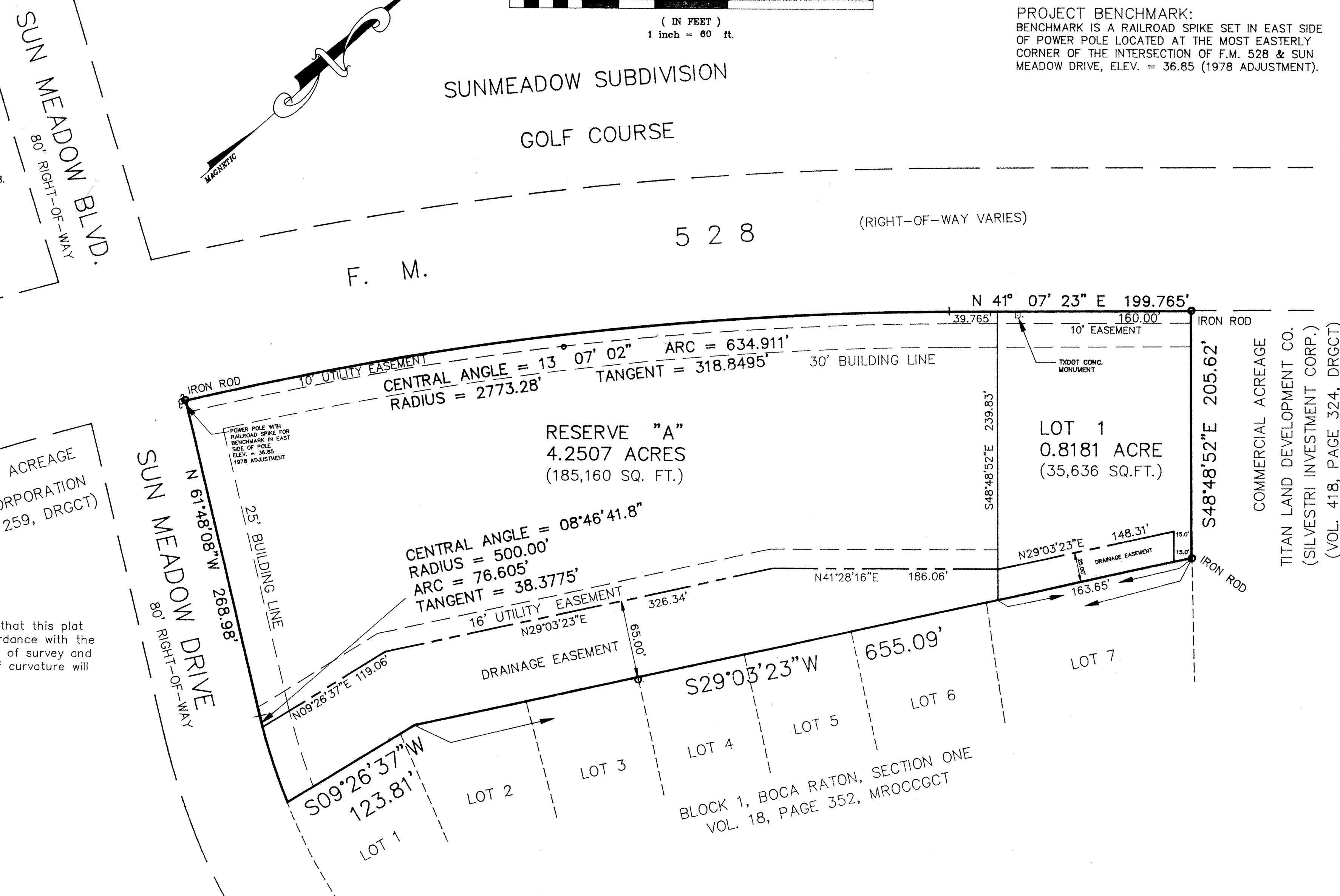
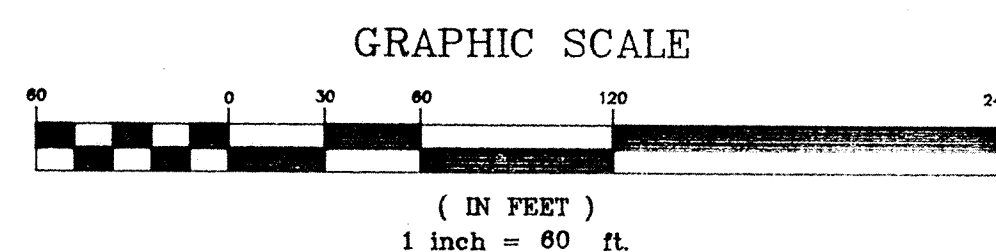


## NOTES:

1. There are no pipelines or pipeline easements on this property or within 100' of same other than those shown hereon.
2. Permanent structures, including fences, shall not be erected in a drainage easement which will inhibit free flow of water in the ditch or access to the easement by drainage crews or equipment.
3. Drainage easements may be used by any government body for purposes of drainage work.
4. No part of the subject property lies within an area designated as having a Special Flood Hazard as shown on Community Panel No. 48201C0365G (Sept. 28, 1990) of the National Flood Insurance Program, and Panel 485468 0005 D (June 3, 1988).
5. Sidewalks shall be placed within the R.O.W. by the Builder. They shall be 4' wide and 4" thick concrete with 6"x 6"x # 6 welded wire fabric in accordance with City of Friendswood Ordinances and Specifications.
6. Detention pond to be maintained by property Owners.
7. Access to adjacent property and common driveways may be required.
8. No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the Clear Creek Drainage District.

BENCHMARK:  
BENCHMARK USED WAS "LL" IN MUELLER ON FIRE HYDRANT LOCATED AT NORTHEAST CORNER OF THE INTERSECTION OF MISSION CIRCLE & PALO DURO. ELEV. = 34.73 (1978 CITY OF FRIENDSWOOD DATUM)

PROJECT BENCHMARK:  
BENCHMARK IS A RAILROAD SPIKE SET IN EAST SIDE OF POWER POLE LOCATED AT THE MOST EASTERLY CORNER OF THE INTERSECTION OF F.M. 528 & SUN MEADOW DRIVE, ELEV. = 36.85 (1978 ADJUSTMENT).



## FIELD NOTE DESCRIPTION OF 5.0688 ACRES OF LAND, Being a part of a 12.9872

Acre Tract as described in Film Code Number 006-97-1991 in the Office of the County Clerk of Galveston County, Texas, and a part of a 8.4349 acre tract described in Film Code Number 006-97-1979 in the Office of the County Clerk of Galveston County, Texas, situated in the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and the G.W. Patterson Survey, Abstract 645, Galveston County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the most southwestern corner of Lot 1, Block 1, BOCA RATON, Section One, according to the Map Recorded in Volume 18, Page 352, Map Records, Office of the County Clerk, Galveston County, Texas, for the most southeasterly corner of this 5.0688 acre tract herein described, and being the PLACE OF BEGINNING;

THENCE in a westerly-northwesterly direction, along a Curve to the right, whose radius is 500.00 feet, Central Angle is 8° 46' 41.8", and Chord bears N. 68° 11' 30" W. a distance of 76.53 feet, and Arc Length is 76.6049 feet, along and with the north-northeasterly right-of-way of Sunmeadow Drive to the P.T. of said Curve;

THENCE continuing along said right-of-way line of Sunmeadow Drive N. 61° 48' 08" W. a distance of 268.98 feet to an iron rod for the most westerly corner of this Tract being described, and being in the right-of-way line of F.M. 528;

THENCE along said right-of-way and along a Curve to the right in a northeasterly direction, whose Central Angle is 13° 07' 02", Radius is 2773.28 feet, Chord bears N. 34° 33' 52" E a distance of 633.5255 feet and Arc Length is 634.9112 feet to the P.T. of said Curve;

THENCE N. 41° 07' 23" E. continuing along said right-of-way a distance of 199.765 feet to an iron rod for the most northerly corner of this Tract being described;

THENCE S. 48° 48' 52" E. a distance of 205.62 feet to an iron rod for the most easterly corner of this Tract being described, and being the most northerly corner of Lot 7, Block 1, BOCA RATON, Section One;

THENCE S. 29° 03' 23" W. along the rear of the Lots in BOCA RATON, Section One, Block 1, a distance of 655.09 feet to an angle point in said line;

THENCE S. 09° 26' 37" W. a distance of 123.81 feet to the PLACE OF BEGINNING, and containing 5.0688 Acres of Land.

I, PATRICIA RITCHIE, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY

CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE

ON \_\_\_\_\_ 1998, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., AND DULY

RECORDED ON \_\_\_\_\_ 1998 AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., IN PLAT

RECORD \_\_\_\_\_ MAP NUMBER \_\_\_\_\_, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY AND

DATE LAST ABOVE WRITTEN.

PATRICIA RITCHIE, COUNTY CLERK

GALVESTON COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

PATRICIA RITCHIE, COUNTY CLERK

GALVESTON COUNTY, TEXAS

## OWNER:

MAURICE ESTLINBAUM, TRUSTEE  
TWO PAIR JOINT VENTURE  
405 N. CLEAR CREEK DR.  
FRIENDSWOOD, TEXAS 77546

REV.: 06/22/98  
REV.: 06/04/98  
REV.: 05/15/98

|             |        |              |          |
|-------------|--------|--------------|----------|
| DRAWN BY:   | J.M.   | DATE:        | 05/01/98 |
| CHECKED BY: | M.A.C. | DRAWING NO.: | IH-008P  |
| JOB NO.:    | IH-008 | SHEET        | 1 OF 1   |

**COENCO, INC.**  
CONSULTING ENGINEERS  
P.O. BOX 1327 (1614 N. GORDON)  
ALVIN, TEXAS 77512-1327  
(281) 331-4407

## CLEAR CREEK DRAINAGE DISTRICT APPROVAL:

Carl J. Horecky 6-30-98  
SUPERVISOR DATE

Dr. Baucak 6-30-98  
SUPERVISOR DATE

## FINAL PLAT OF SUN MEADOW PROFESSIONAL

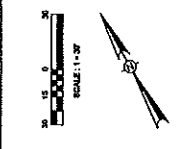
BEING 5.0688 ACRES OUT OF THE MARY SLOAN SURVEY, ABSTRACT 184,  
AND THE G.W. PATTERSON SURVEY, ABSTRACT 645, FRIENDSWOOD,  
GALVESTON COUNTY, TEXAS.

1 LOT, 1 BLOCK & 1 RESERVE

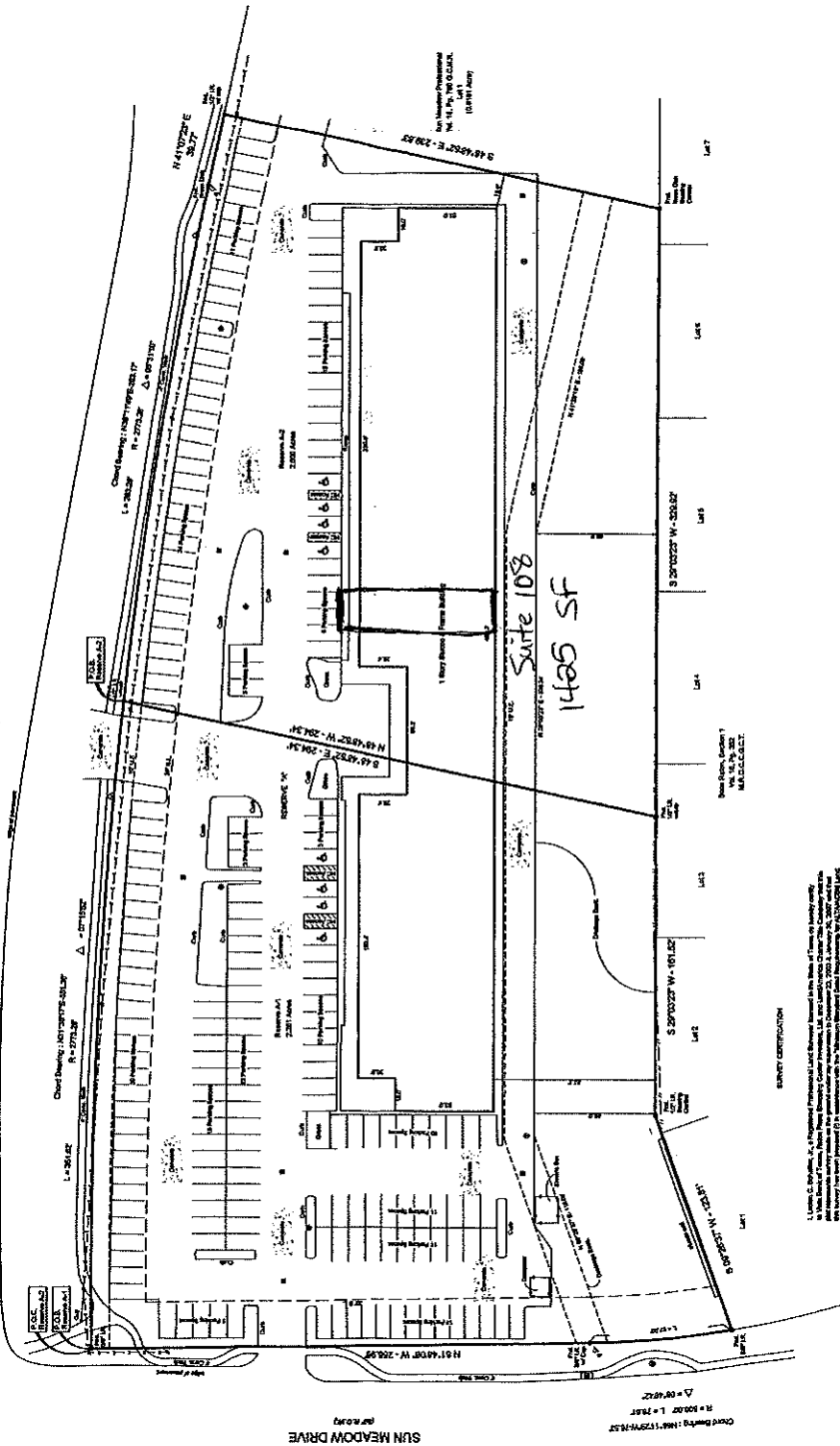


# GALVESTON COUNTY, TEXAS MARY SLOAN SURVEY, A-184

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1929, CHAPTER 161, ACTS, COMPILATION, TITLE 1, SECTION 161.01, TEXAS REV. STAT. ANN. (1925), AS AMENDED.



F. M. 528  
Rising Spring



SURVEY CERTIFICATION

I, L. C. SLOAN, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this is a true and correct copy of the original survey made by me or under my close personal supervision and to the best of my knowledge and belief it comes in accordance with the requirements of the Surveying Act of 1929, Chapter 161, Acts, Compilation, Title 1, Section 161.01, Texas Rev. Stat. Ann. (1925), as amended.

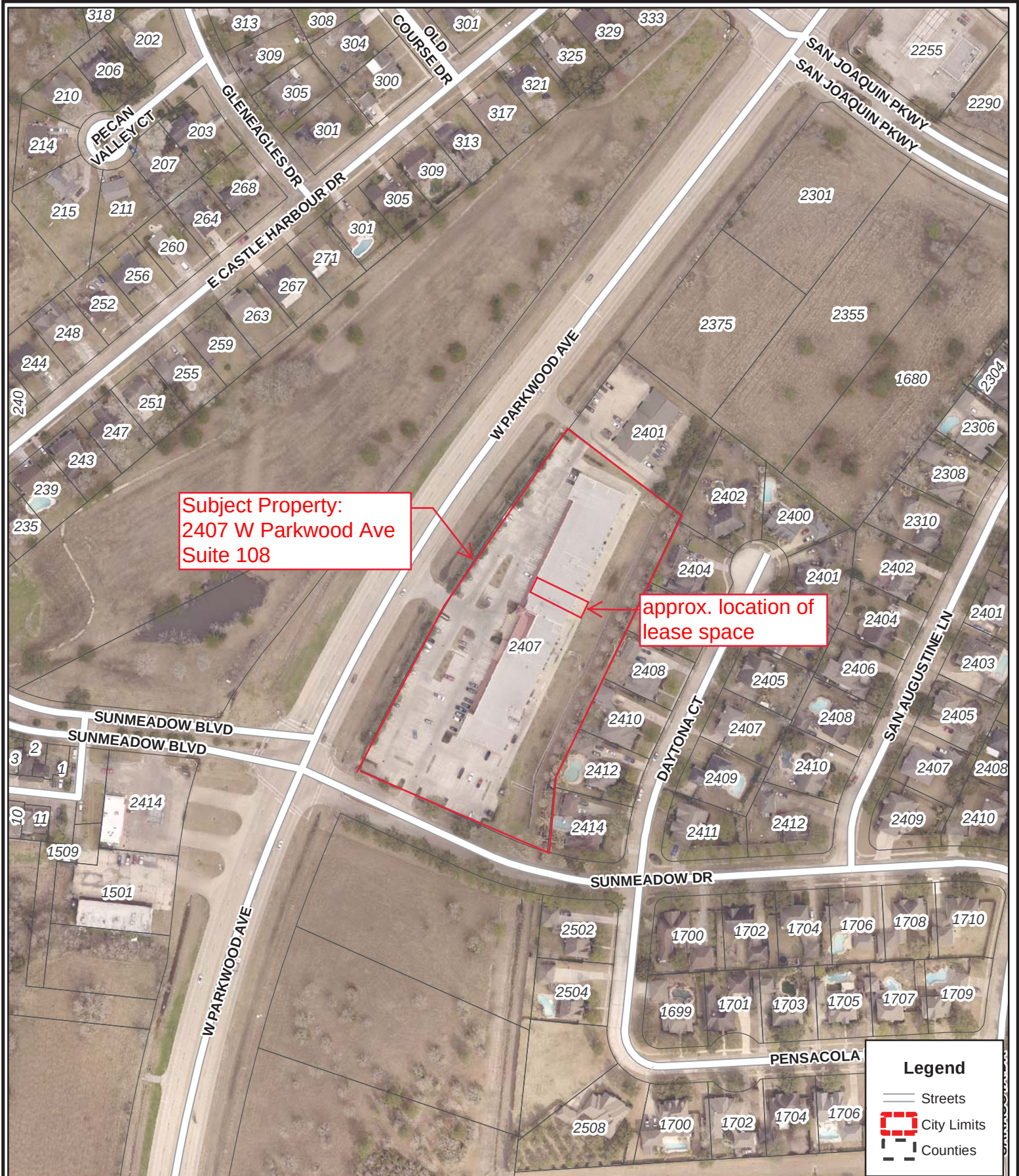
*L. C. Sloan, Jr.*  
L. C. SLOAN, JR.  
R.P.L.S. No. 4803  
7-15-07



| LEGEND           |
|------------------|
| 1. SURVEYED      |
| 2. UNDEVELOPED   |
| 3. DEVELOPED     |
| 4. UNDEVELOPED   |
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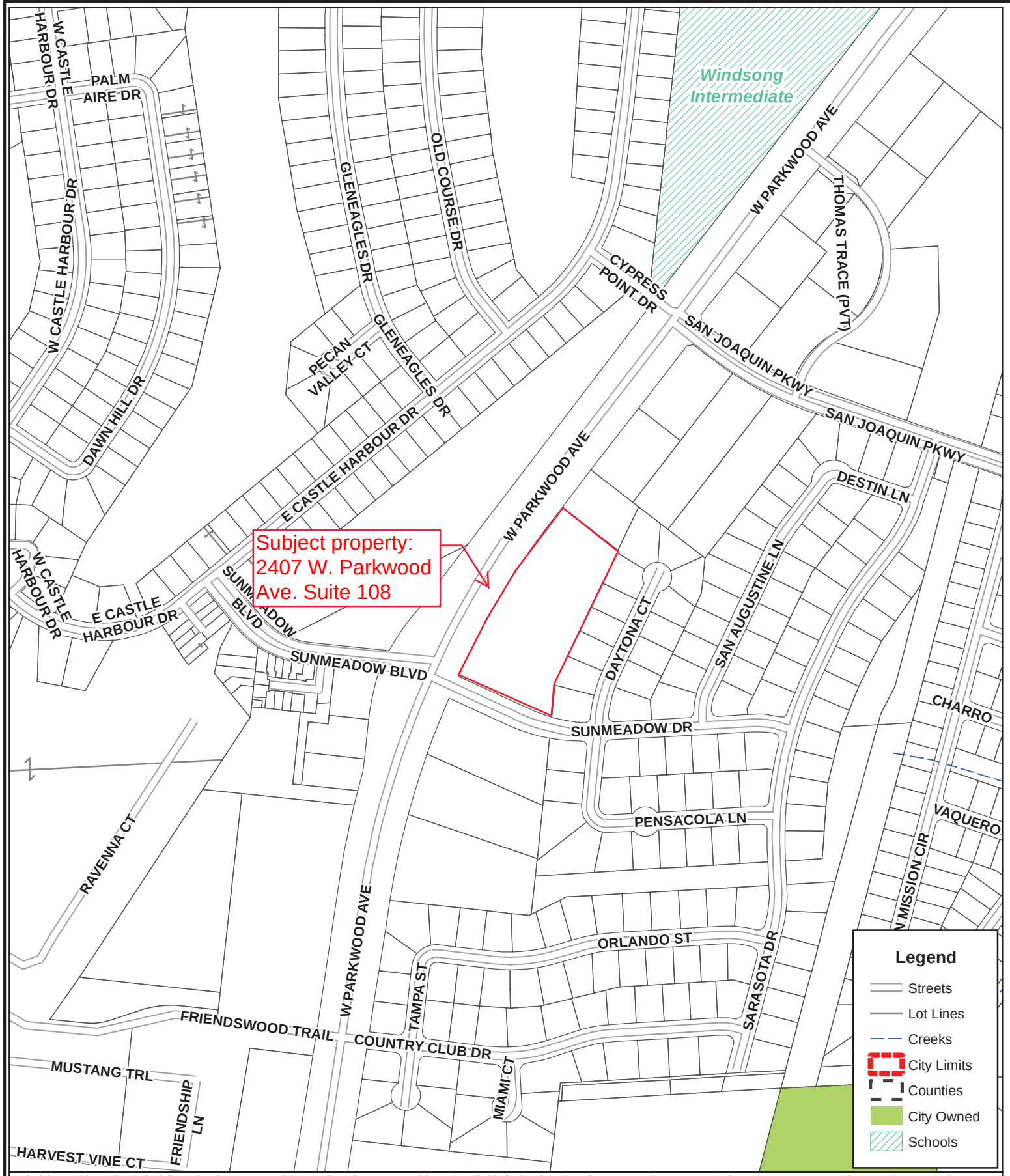
**City of Friendswood**  
910 South Friendswood Drive  
Friendswood, Texas 77546  
(281) 996-3200  
[www.ci.friendswood.tx.us](http://www.ci.friendswood.tx.us)

**Friendswood GIS Mapping**



1" = 212'  
Page 50 of 382





Subject property:  
2407 W. Parkwood  
Ave. Suite 108

**Legend**

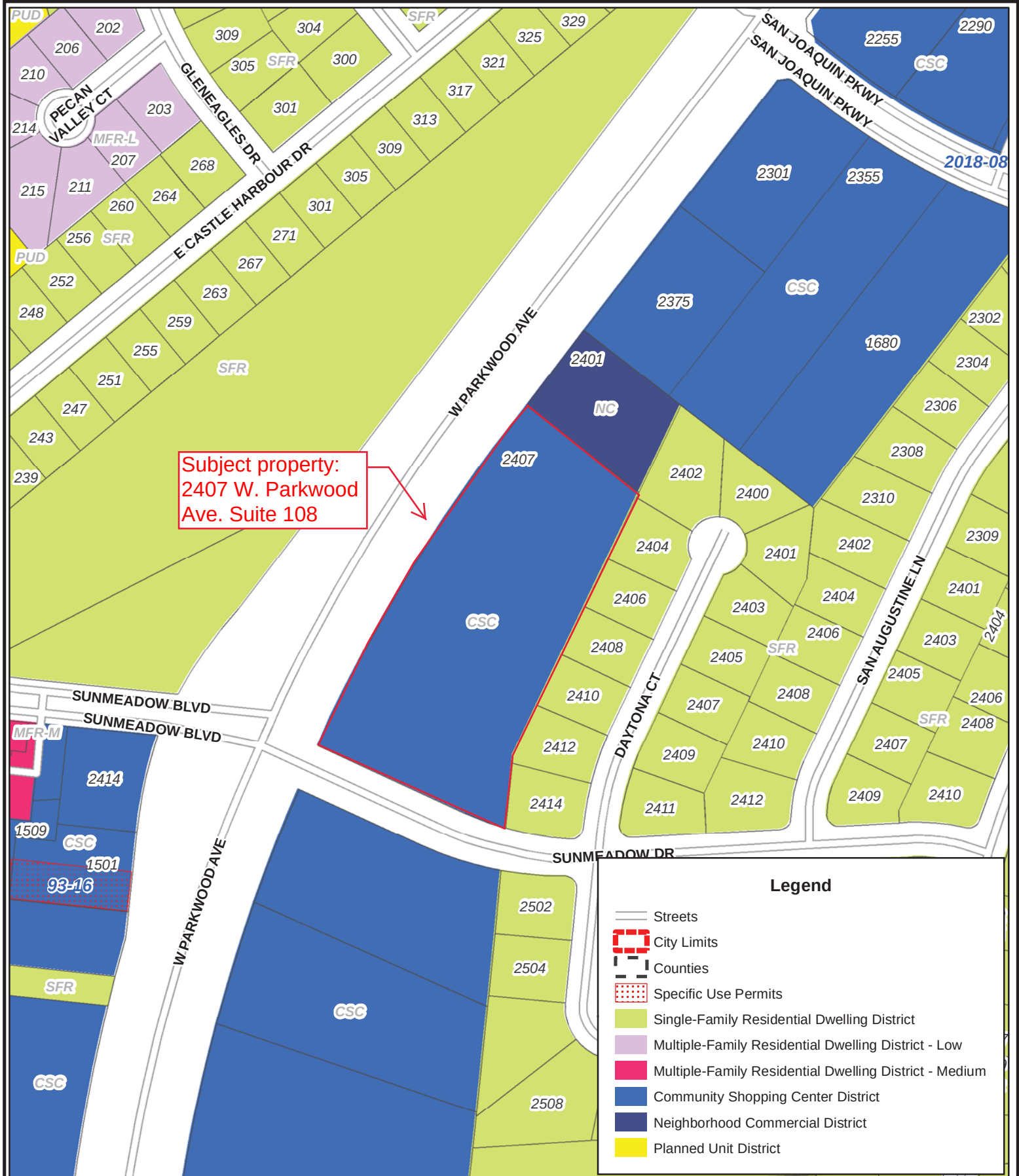
- Streets
- Lot Lines
- Creeks
- City Limits
- Counties
- City Owned
- Schools

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



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# Friendswood GIS Mapping



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# Friendswood GIS Mapping



1" = 212'  
Page 52 of 382

# Rezoning Report

July 2019

**Project:** Zone Change Request

**Address:** 2407 W. Parkwood Ave. Suite 108 (1,425 square foot lease space)

**Legal:** 4.2507 acres of land also known as Reserve A in the Sun Meadow Professional Final Plat out of the Mary Sloan Survey, Abstract 184, and the G.W. Patterson Survey, Abstract 645, Friendswood, Galveston County, Texas

**Request:** Zone classification change from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use #8131 Religious Organizations

## Applicable Zoning Ordinance Excerpts

### Appendix C Zoning Ordinance

#### G. *Specific use permits.*

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

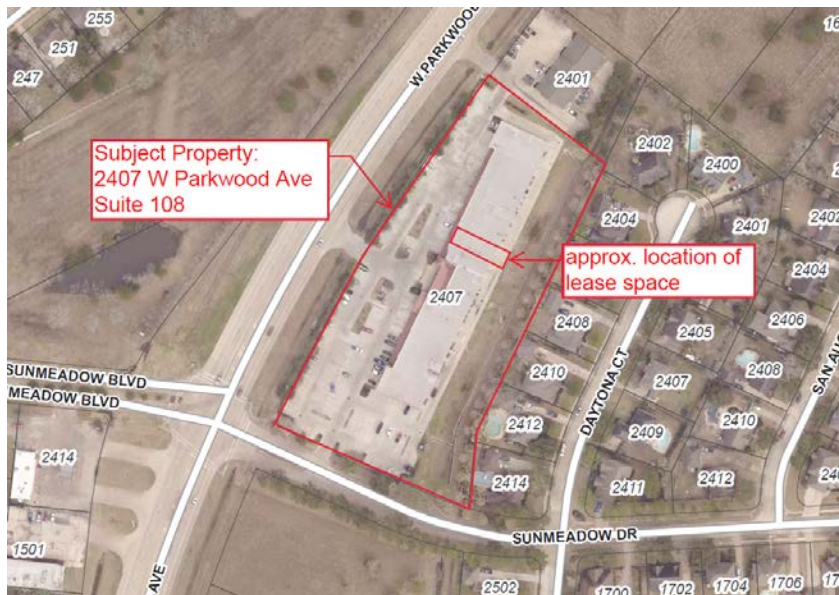
...

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



**Existing Use/Site Attributes:**

The entirety of the subject property is 4.2507 acres which contains a 33,700 square-foot shopping center, known as Raton Plaza, that was constructed in 2004.



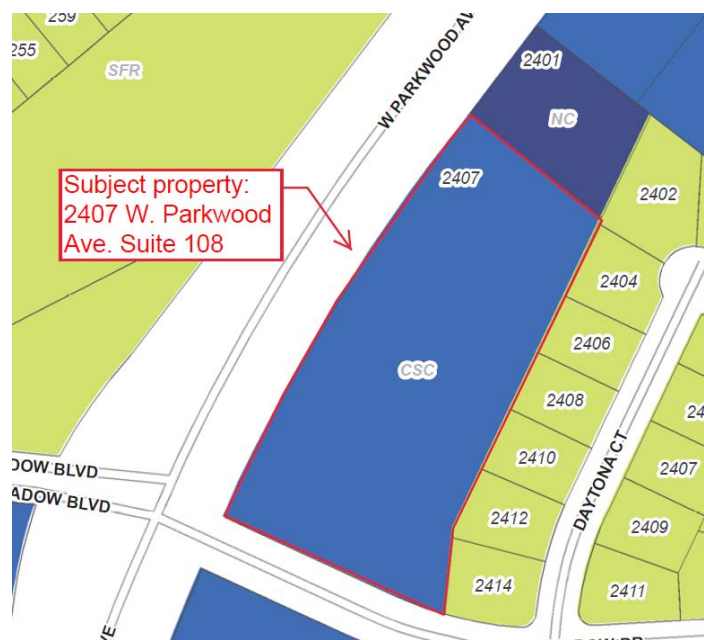
City of Friendswood GIS Aerial Map

**Zoning History:**

The current zoning of the property is Community Shopping Center (CSC). In 1980, the zoning on the subject property was changed from Single Family Residential (R-1/SFR) to Community Shopping Center (C-1/CSC).

**Adjacent Zoning/Land Use:**

The tract fronts FM 528 and is adjacent to another commercial zoned tract, which is Neighborhood Commercial (NC). The property backs up to properties zoned Single Family Residential (SFR).



City of Friendswood Zoning Map



**Platting Analysis:**

The property is platted as Sun Meadow Professional Final Plat (1998).

**Planning Analysis:**

The property was developed in 2004 and met the zoning requirements in place at that time. It is located in the Community Overlay District (COD).

**Comprehensive Planning Analysis:**

The Future Land Use Map identifies this property developing as Retail.

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

The property is developed and contains a detention pond; no exterior changes are proposed.

**Utilities:**

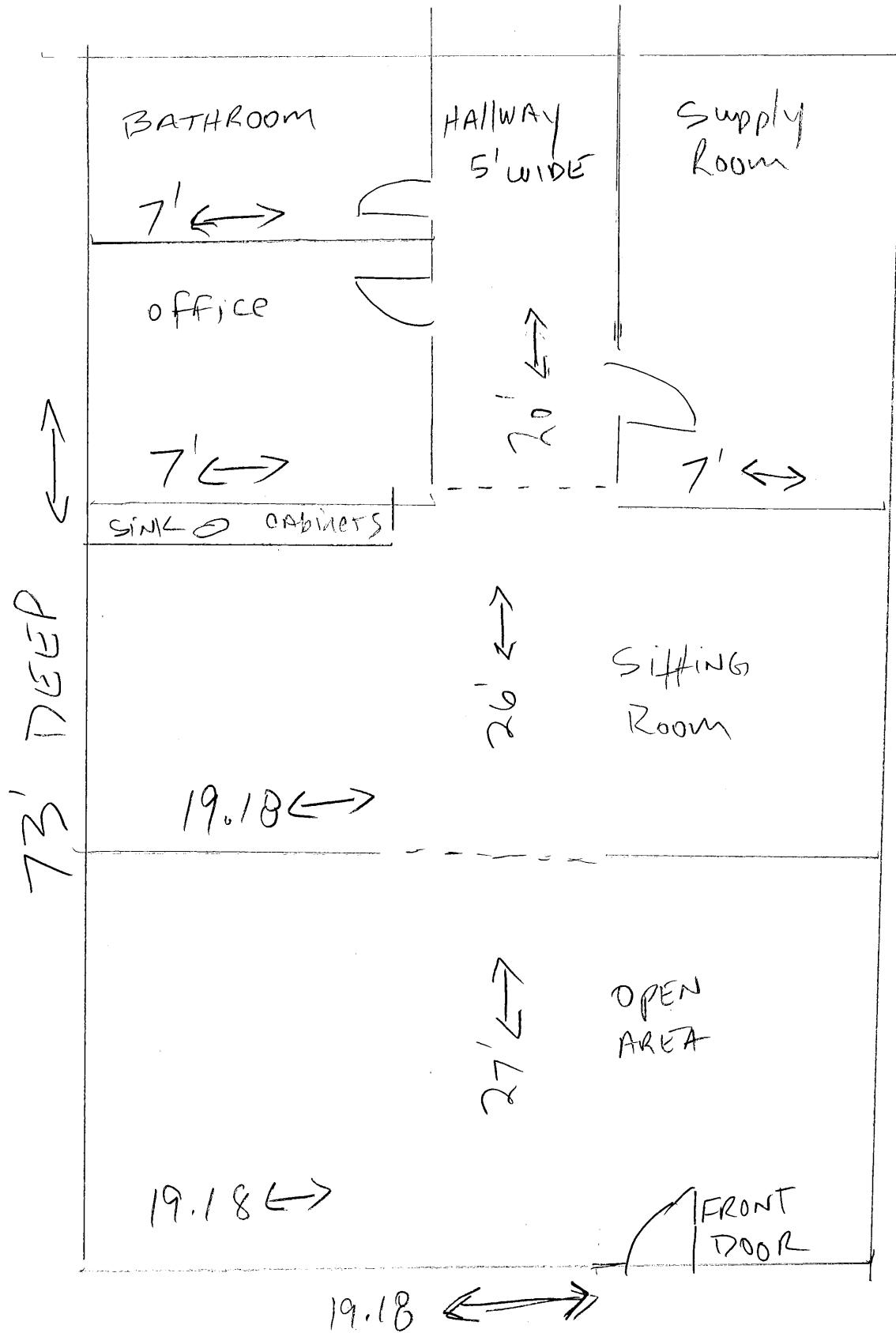
City water and sewer services are existing at the site.

**Access:**

The tract fronts FM 528/W. Parkwood Ave, and has sufficient access.

**Park/Open Space:**

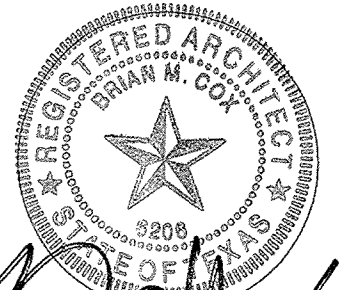
The property is zoned commercial and does not affect parks. No exterior change are proposed that would affect open space.



# Sun Meadow Plaza

F.M. 528 & Sun Meadow Dr.

FEHR GROSSMAN COX  
Architects, Inc.



7400 Pannin, Suite 950 Houston, Texas 77054  
(713)797-0404 Fax (713)797-6740

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Consultants

Project

040150

Issue

09 July 2004

22 July 2004

Revisions

9 August 2004

Revisions

16 August 2004

Revisions

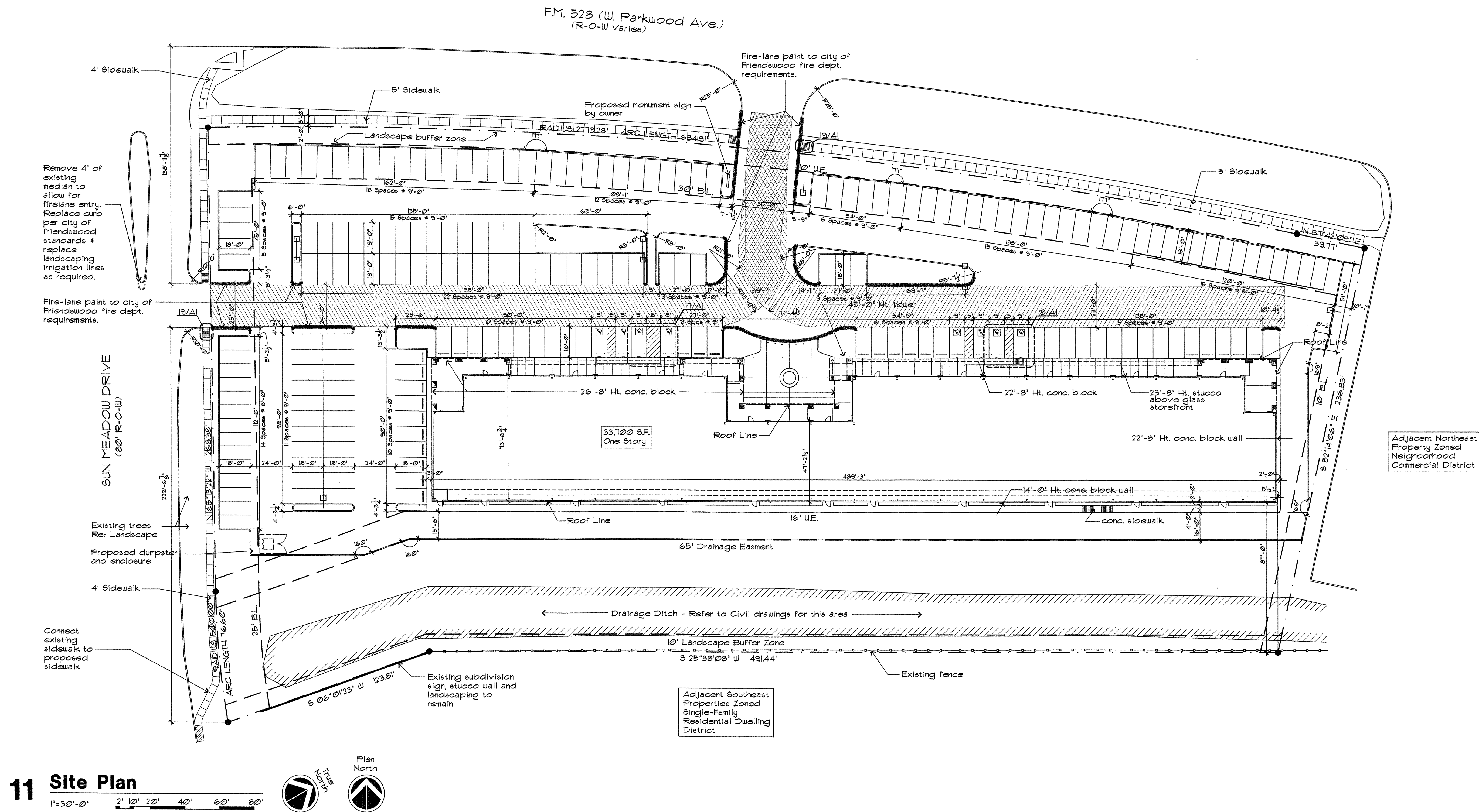
19 August 2004

Revisions

For City of Friendswood  
Planning & Zoning  
Review & Approval

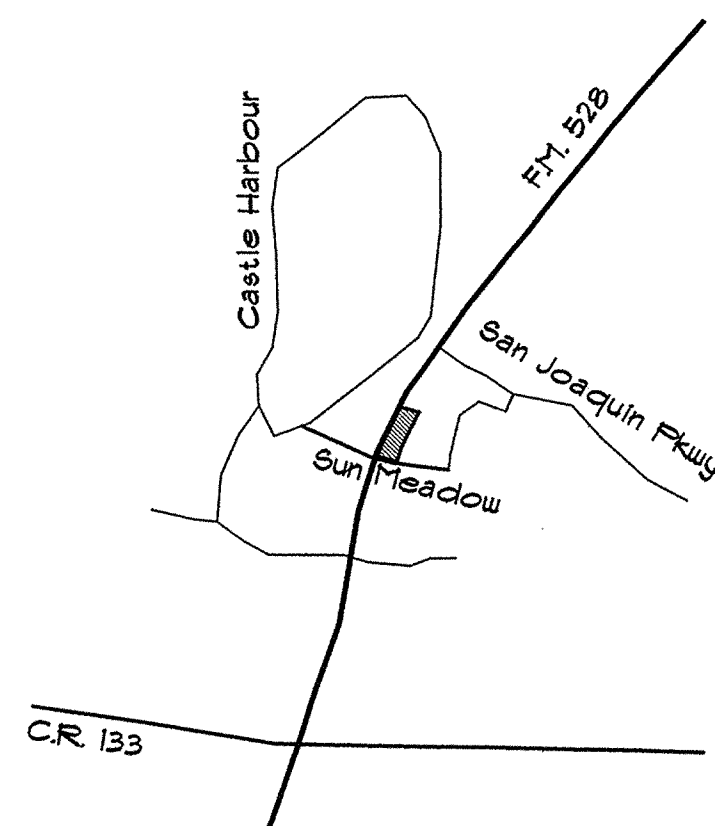
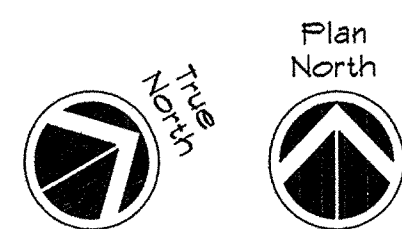
Sheet  
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A1



## 11 Site Plan

1"=30'-0" 2' 10' 20' 40' 60' 80'



## 17 Locator Map

N.T.S.



## 18 Project Description

The proposed project is construction of a 33,400 S.F. shell building located at the intersection of F.M. 528 and Sun Meadow Drive. The shell building will be leased to retail tenants.

### Parking Calculations

Required Parking = 6 spaces / 1000 SF  
= 6 (33,400 SF/1000)  
= 202 spaces req'd  
202 spaces provided  
8 H.C. spaces (2 van accessible) provided

### Landscaping Calculations

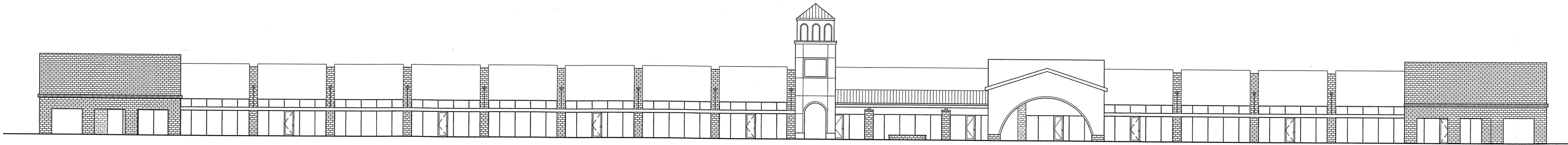
Required Landscaping = 10% of parking area & drives  
= .10 (82,946 SF)  
= 8,294 SF landscaping req'd  
39,523 SF landscaping provided  
Required Island Landscaping = 50% of req'd landscaping  
= .50 (8,292 SF)  
= 4,147 SF island landscaping req'd  
4,349 SF island landscaping provided

## 19 Calculations

## 20 General Notes

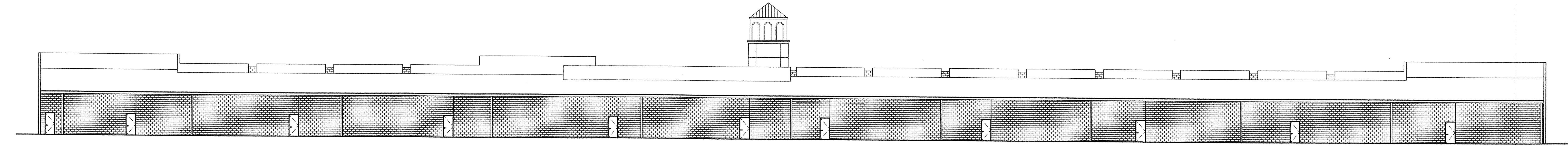
- Site is located in the Entryway Overlay District and shall comply with city ordinances.
- The approved site plan is valid for one year. If construction has not begun a new site plan must be approved.





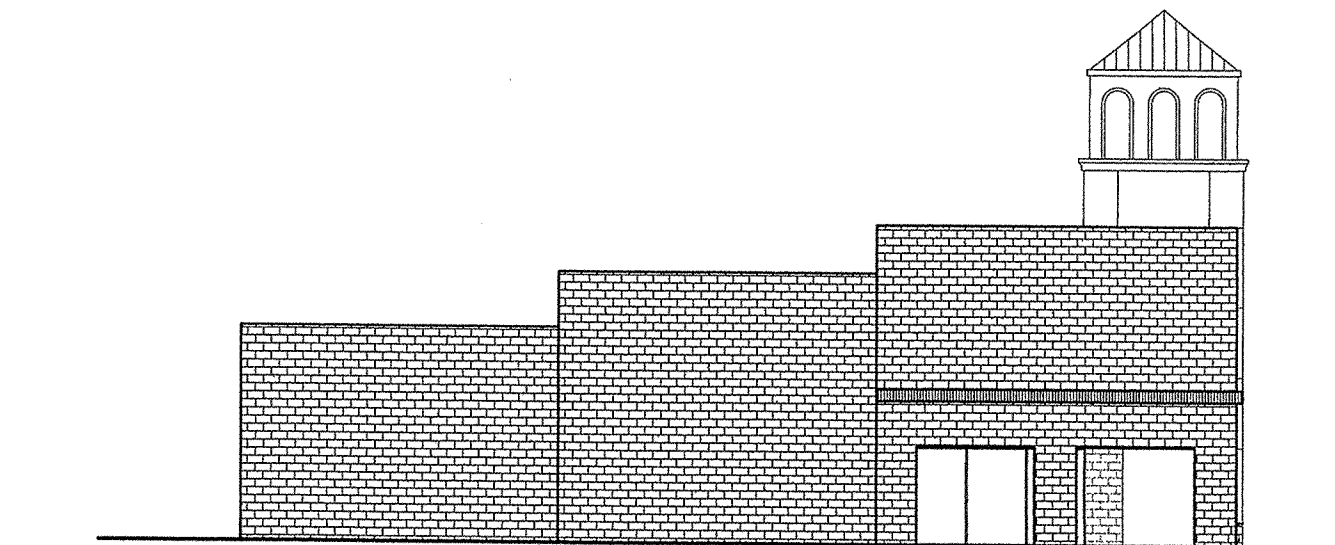
**01 North Elevation**

1/16"=1'-0"



**06 South Elevation**

1/16"=1'-0"



**11 East Elevation**  
**West Elevation O.H.**

1/16"=1'-0"

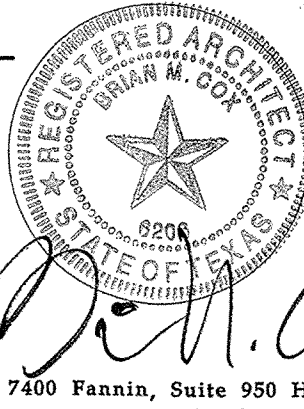
**Sun Meadow Plaza**

F.M. 528 & Sun Meadow Dr.

Texas

Friendswood

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Architects, Inc.



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Consultants

Project

**040150**

Issue

**21 July 2004**  
**19 August 2004**

**For City of Friendswood  
Planning & Zoning  
Review & Approval**

Sheet

**A2**  
040150\F&Z.dwg D192









# Memo

**To:** Mayor and City Council

**From:** Joe Matranga, P&Z Chairman

**Date:** August 13, 2019

**Re:** Zone Classification Change Request at 2407 W. Parkwood Ave. Suite 108 (1,425 sqft)

4.2507 acres of land also known as Reserve A in the Sun Meadow Professional Final Plat out of the Mary Sloan Survey, Abstract 184, and the G.W. Patterson Survey, Abstract 645, Friendswood, Galveston County, Texas (property also commonly known as Raton Plaza Shopping Center)



---

At the Planning and Zoning Commission meeting held August 8, 2019, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 5 to 1 (Commissioner Perry opposed; Clark was absent) to approve the zone change request referenced above.

The Commission discussion and questions touched on available parking, signage, and confirming that only the one subject space would be rezoned, but the most focus was on any possible rezoning impacts to nearby liquor licenses. Ultimately, a majority of the Commissioners concluded that any current nearby licenses would be grandfathered and that the shopping center owner would have likely considered any future impacts to the center in making the rezoning request.

**Friendswood Downtown Economic Development Corporation (FDEDC)**  
**Annual Report to City Council**  
**September 9, 2019**

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

With the assistance of the City Attorney, the Board recently approved an amendment to the bylaws to allow for staggered terms of the board of directors. Original bylaws were written that all seven members’ terms would end the same time next year. With this amendment, four members will end in 2023 and three members will end in 2022, with two year renewals thereafter. This will ensure future continuity of the board’s membership.

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

Since last year’s annual report to City Council, the Board has held monthly meetings including its annual meeting held in July with election of officers and adoption of the corporation’s annual budget.

This is a summary of the Board’s activities to date. The FDEDC spent \$158,839 to remove AT&T overhead lines and poles along the west side of Friendswood Drive. Although this is not a visible improvement since the lines and poles are no longer there, it improved the overall appearance of downtown.

In August of last year, the Board along with consultant, Lauren Griffith Associates, held the last of three public meetings soliciting feedback and input for the Downtown Improvement Plan. In September, the Board unanimously approved the plan which was also approved by City Council the following month. The plan will serve as an implementation guide for future FDEDC expenditures.

Since the plan’s adoption, the Board is moving forward with its implementation. The plan prioritizes improvements to be made first, if possible, at the intersection of Friendswood Drive and Spreading Oaks, which is defined at the “heart” of downtown. The Board sought grant opportunities from several sources including TIP grant funding to try to maximize the Corporation’s funds, but unfortunately, none of these requests have come to fruition.

The Board also requested cost estimates to install painted crosswalks at signalized intersections along Friendswood Drive. The total cost will be \$100,000 for all signalized intersections in downtown or approximately \$20,000 per intersection. This project is awaiting TXDOT approval.

The Board is currently working with Gandy2 Lighting Design to create a lighting plan for downtown. The plan will identify the specific street, pedestrian pole and luminaire costs, as well tree lighting, conduit/wire installation, and removal of existing lights by an electrical subcontractor.

Attached is the most recent financial report prepared by the City which includes an ending balance as of July 31 of \$943,345. The projected revenue for the 2019-20 fiscal year is \$541,000.

In closing, the board appreciates City Council's support and looks forward to implementing the \$10 million of projects identified in the Downtown Improvement Plan that will help improve and differentiate our downtown.



**FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION (FDEDC)**  
**FUND 175**  
**FY 2018-2019 PROPOSED BUDGET**  
**(APPROVED BY FDEDC ON 6/19/18)**

| <b>Account Name</b>                            | <b>FY19<br/>ADOPTED<br/>BUDGET</b> | <b>FY19<br/>AMENDED<br/>BUDGET</b> | <b>MONTH<br/>OF<br/>JULY 2019</b> | <b>FY19<br/>YEAR TO<br/>DATE<br/>ACTUAL</b> |
|------------------------------------------------|------------------------------------|------------------------------------|-----------------------------------|---------------------------------------------|
| <b>REVENUE</b>                                 |                                    |                                    |                                   |                                             |
| SALES TAX                                      | \$ 511,374                         | \$ 511,374                         | \$ 42,554                         | \$ 440,436 *                                |
| REIMBURSEMENTS                                 | -                                  | -                                  | -                                 | 37,832                                      |
| INTEREST                                       | 2,798                              | 2,798                              | 1,428                             | 8,628                                       |
| <b>TOTAL REVENUE:</b>                          | <b>514,172</b>                     | <b>514,172</b>                     | <b>43,982</b>                     | <b>486,896</b>                              |
| <b>EXPENDITURES</b>                            |                                    |                                    |                                   |                                             |
| <b>SERVICES</b>                                |                                    |                                    |                                   |                                             |
| ADMINISTRATIVE EXPENSES                        | 2,000                              | 2,000                              | 114                               | 139                                         |
| CONTRACT SERVICES (and Planning Services)      | -                                  | 110,818                            | -                                 | 34,529 **                                   |
| <b>TOTAL SERVICES:</b>                         | <b>2,000</b>                       | <b>112,818</b>                     | <b>114</b>                        | <b>34,668</b>                               |
| <b>OTHER</b>                                   |                                    |                                    |                                   |                                             |
| TRANSFER TO GENERAL FUND (CITY STAFF SERVICES) | 16,000                             | 16,000                             | 1,333                             | 13,330                                      |
| <b>TOTAL OTHER:</b>                            | <b>16,000</b>                      | <b>16,000</b>                      | <b>1,333</b>                      | <b>13,330</b>                               |
| <b>TOTAL EXPENDITURES:</b>                     | <b>18,000</b>                      | <b>128,818</b>                     | <b>1,447</b>                      | <b>47,998</b>                               |
| <b>INCREASE (DECREASE) IN FUND BALANCE</b>     | <b>496,172</b>                     | <b>385,354</b>                     | <b>42,535</b>                     | <b>438,898</b>                              |
| <b>BEGINNING FUND BALANCE</b>                  | <b>504,447</b>                     | <b>504,447</b>                     | <b>900,810</b>                    | <b>504,447</b>                              |
| <b>ENDING FUND BALANCE</b>                     | <b>\$ 1,000,619</b>                | <b>\$ 889,801</b>                  | <b>\$ 943,345</b>                 | <b>\$ 943,345</b>                           |

\* SALES TAX is paid sixty days after it is earned. At the end of the fiscal year, amounts received in October (August collections) and November (September collections) are recorded in prior year. These amounts are reflected in the beginning fund balance of this report. Monthly sales tax is estimated based on the total budget for the fiscal year. Amounts will be adjusted to actual when received.

\*\*PROJECT EXPENDITURES ARE SUBJECT TO PUBLIC HEARING AND FRIENDSWOOD CITY COUNCIL APPROVAL. Remaining budget of \$76,289 includes \$7,289 appropriated for landscape architecture services and lighting design with Lauren Griffith Associates, \$20,000 for a final lighting design plan with Gandy2 and \$49,000 for capital project contingencies. Only amounts appropriated by City Council are included in the budgeted amount.

# Collection Report to the City of Friendswood

*Submitted by:* Michael J. Darlow  
Perdue Brandon Fielder Collins & Mott, LLP  
[www.pbfcmm.com](http://www.pbfcmm.com)



August 14, 2019

Honorable Mike Foreman  
Mayor, City of Friendswood  
Members of the City Council  
910 S. Friendswood Dr.  
Friendswood, Texas 77546

RE: Delinquent Tax and Fine & Fee Report

Dear Mayor Foreman and Council Members:

Thank you for this opportunity to report the progress of our delinquent tax and municipal fine and fee collection efforts on behalf of the City of Friendswood.

#### **TAX COLLECTION ACTIVITY**

Based upon the tax office reports, as of July 1, 2019, the total amount of outstanding base taxes due through the 2018 tax year was \$516,725. Of that amount, the 2018 tax year balance was \$325,286. It should also be noted that over \$102,125 of the delinquent taxes owed involved accounts with over 65 deferrals and cannot be collected at this time. In general, our activities consist of several legal and quasi-legal efforts that are designed to produce payment from the individuals and companies owing delinquent taxes to the City. These efforts include mailing demand letters, lawsuits, tax sales, tax resales, seizures, address research, title research on real property and individual contact with your taxpayer's and lienholders.

I have enclosed graphs detailing our collection results for the 2012 - 2017 tax years, a 2018 pie chart showing how much was collected thru June 2019 and pie charts reflecting the status of the delinquent accounts by the breakdown of taxes by year and by status.

#### **FINE AND FEE COLLECTION ACTIVITY**

Regarding our fine and fee collections, historically \$9,340,906.07 has been turned over to us to collect. Based upon our records we have collected \$7,268,075.28 (\$3,686,583.62 in cash and \$3,581,491.66 in non-cash resolution) for a total liquidation rate of 77.81%. We have mailed out over 56,795 notices. I have attached a chart giving you a snap shot of how much money was released to our firm to collect, our collection results to date, how many notices we have sent and addresses and phone numbers we have corrected, along with the number of contacts we have made. Additionally, we have attached three maps detailing the location of debtors in the Gulf Coast area and nationwide.

In the time we have been representing the City, we have developed a very positive working relationship with your court and city staff. Together, we have made steady progress and the City has been the beneficiary of this additional revenue.

If you need additional information or explanation, please let me know.

Very Truly Yours,

A handwritten signature in blue ink that reads "Michael J. Darlow". The signature is written in a cursive, flowing style.

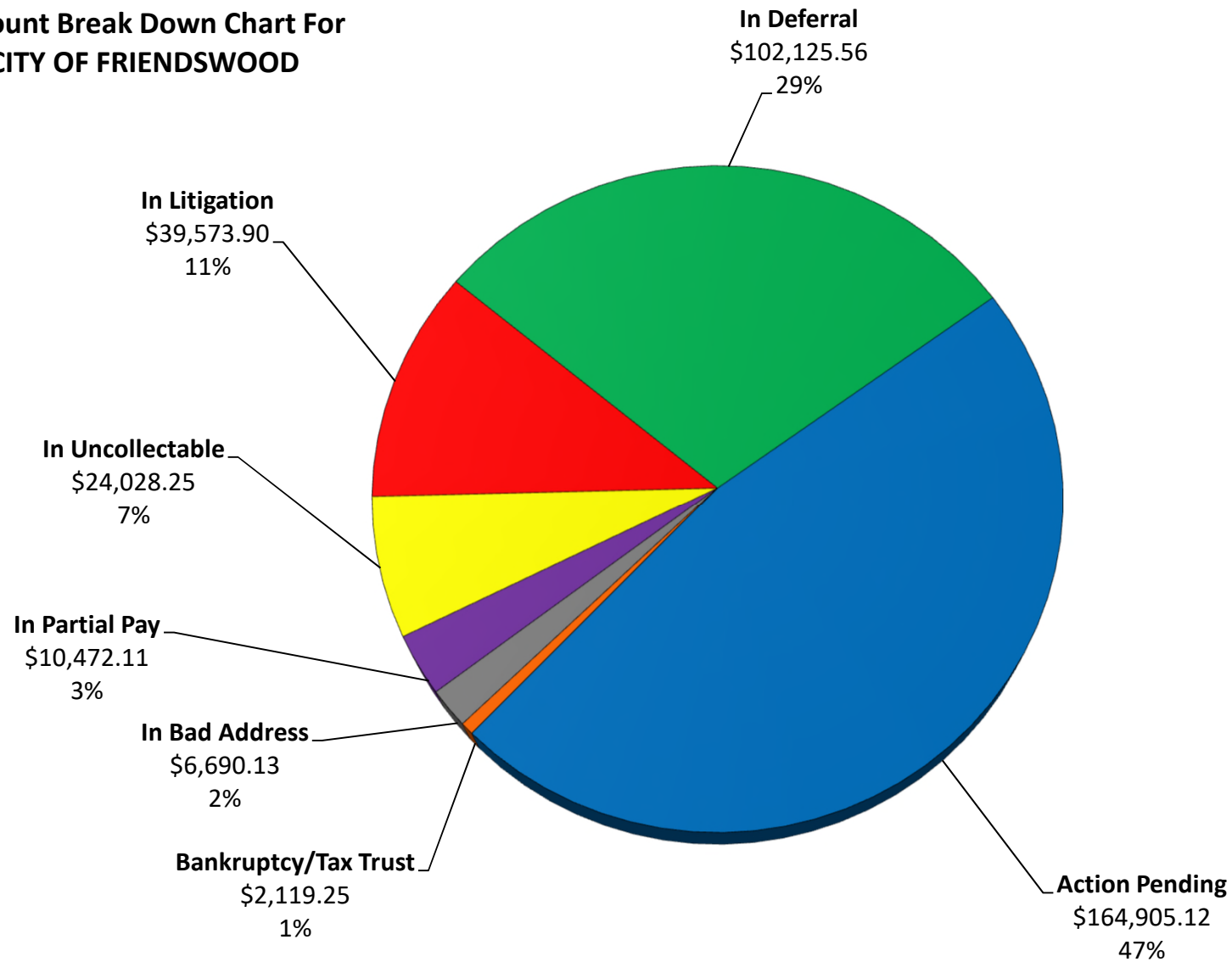
Michael J. Darlow

MJD/ras

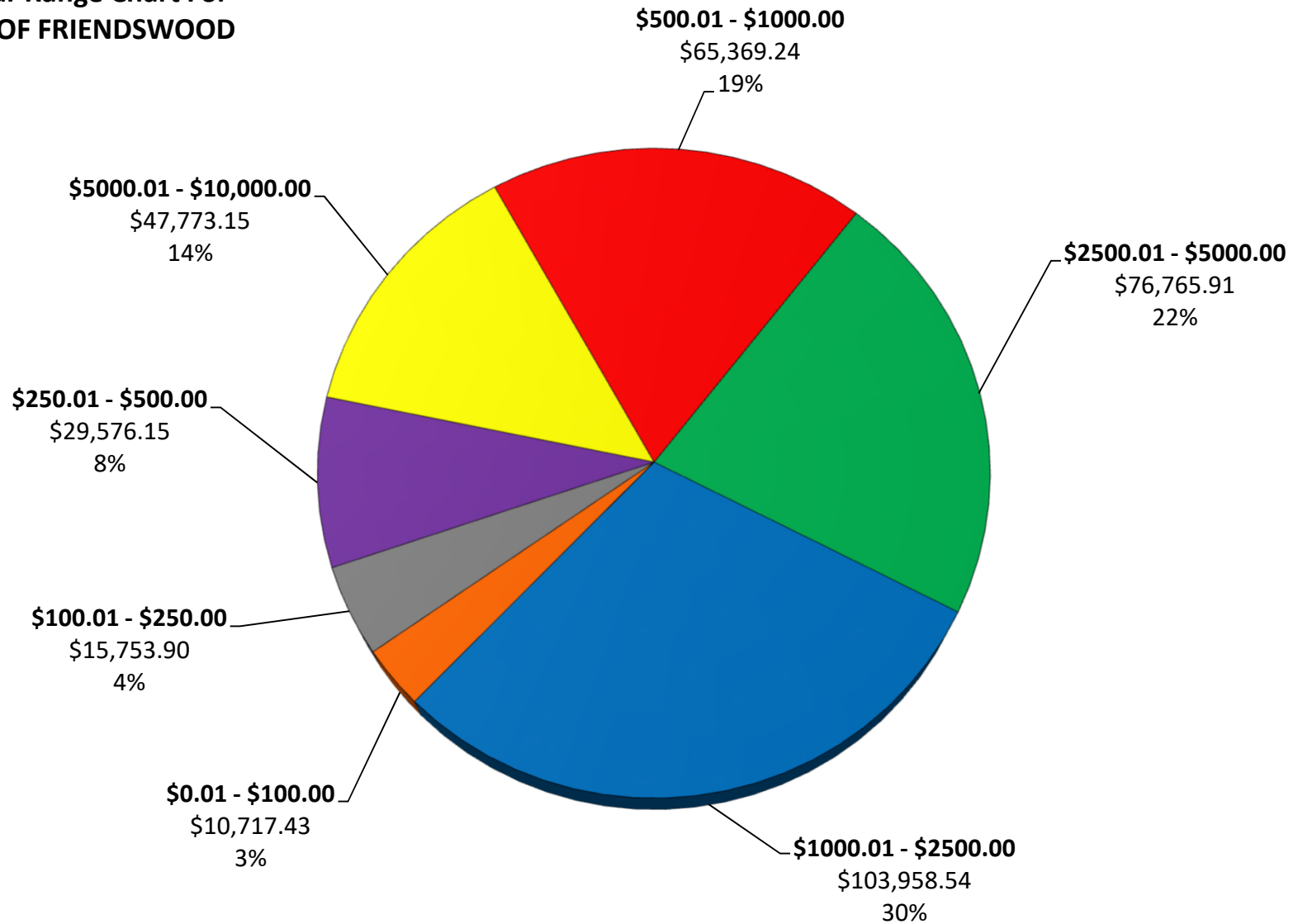
Enclosure (s)



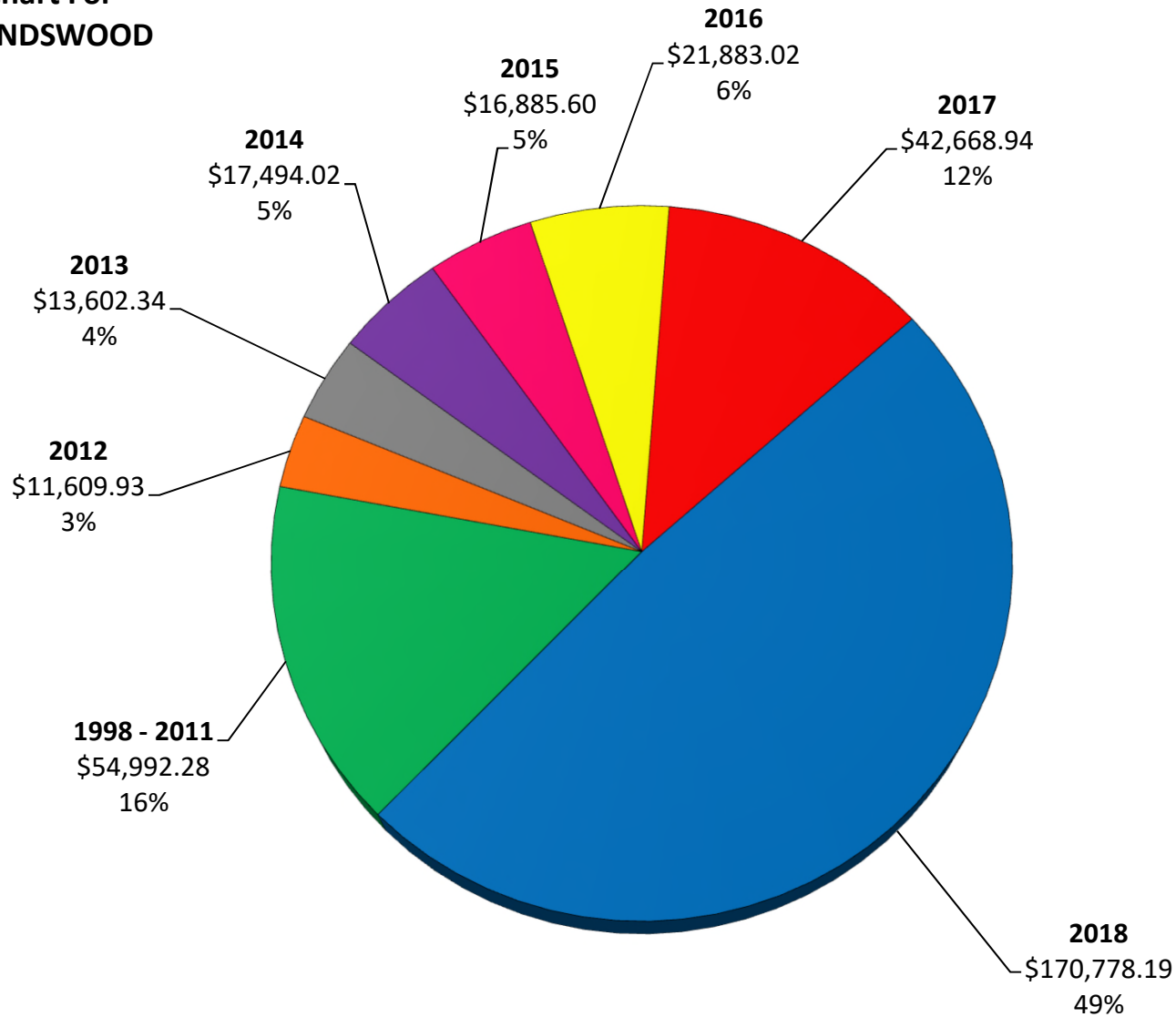
**Account Break Down Chart For  
CITY OF FRIENDSWOOD**



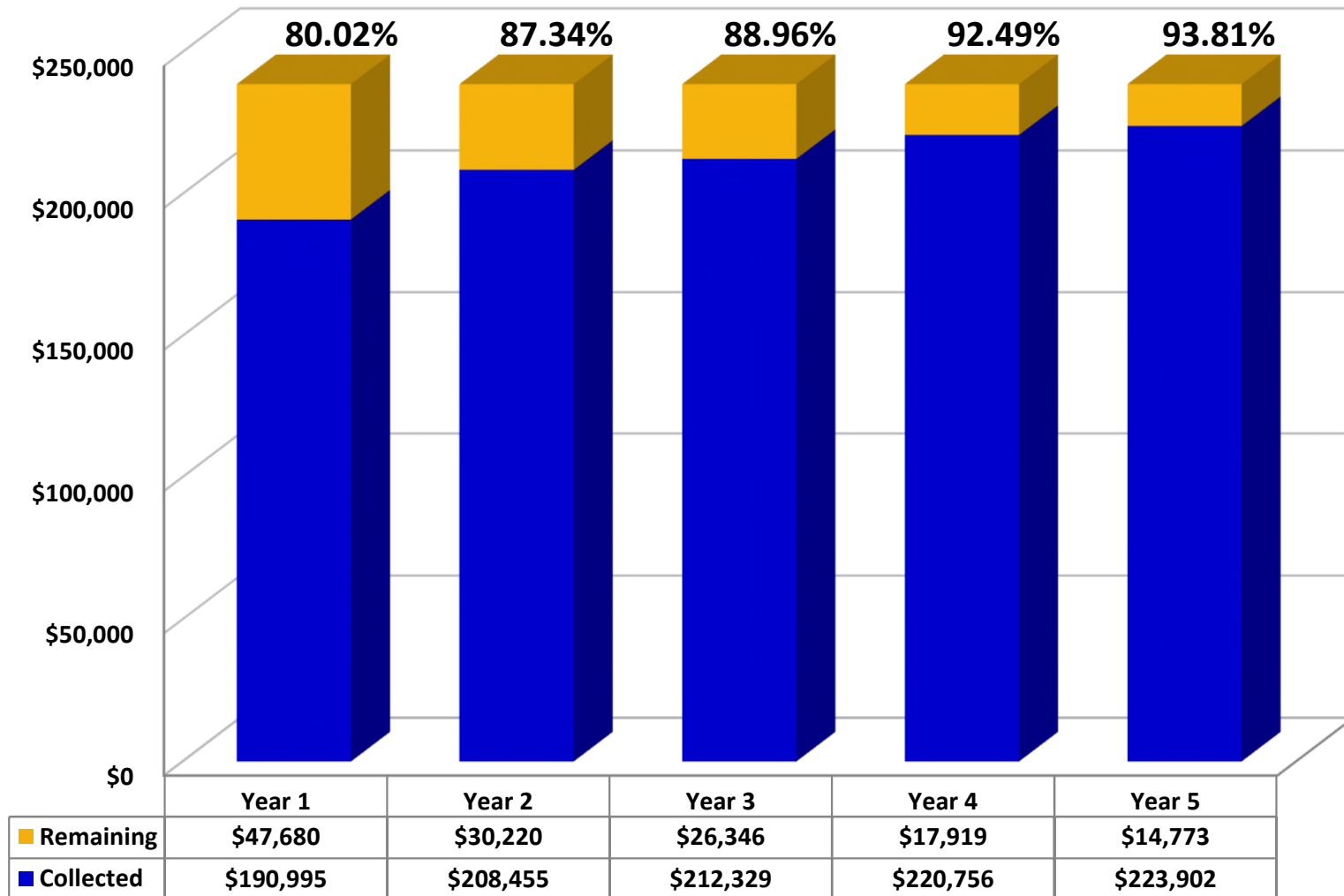
**Dollar Range Chart For  
CITY OF FRIENDSWOOD**



**Tax Year Chart For  
CITY OF FRIENDSWOOD**

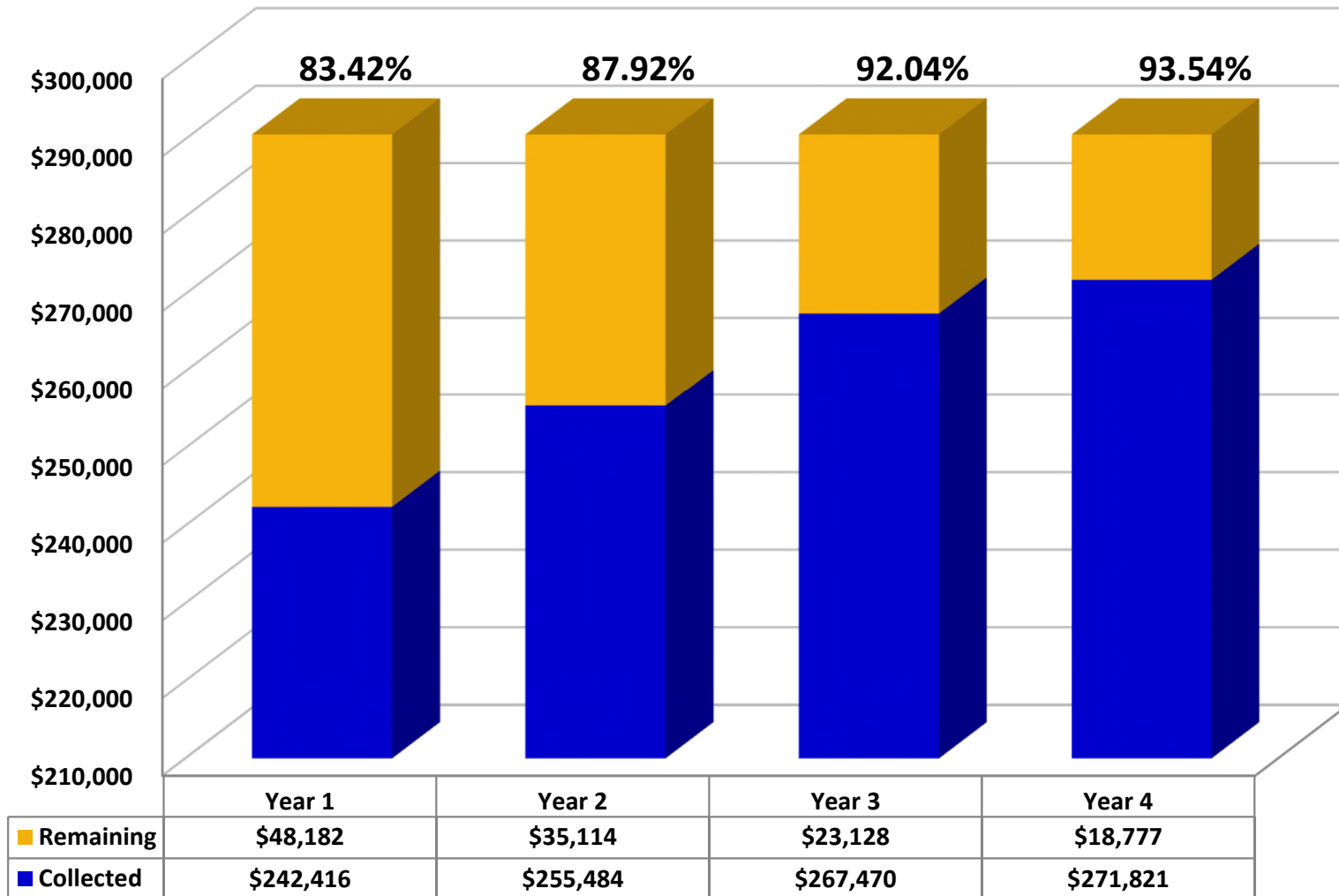


## City of Friendswood 2013 Percentage of Collection

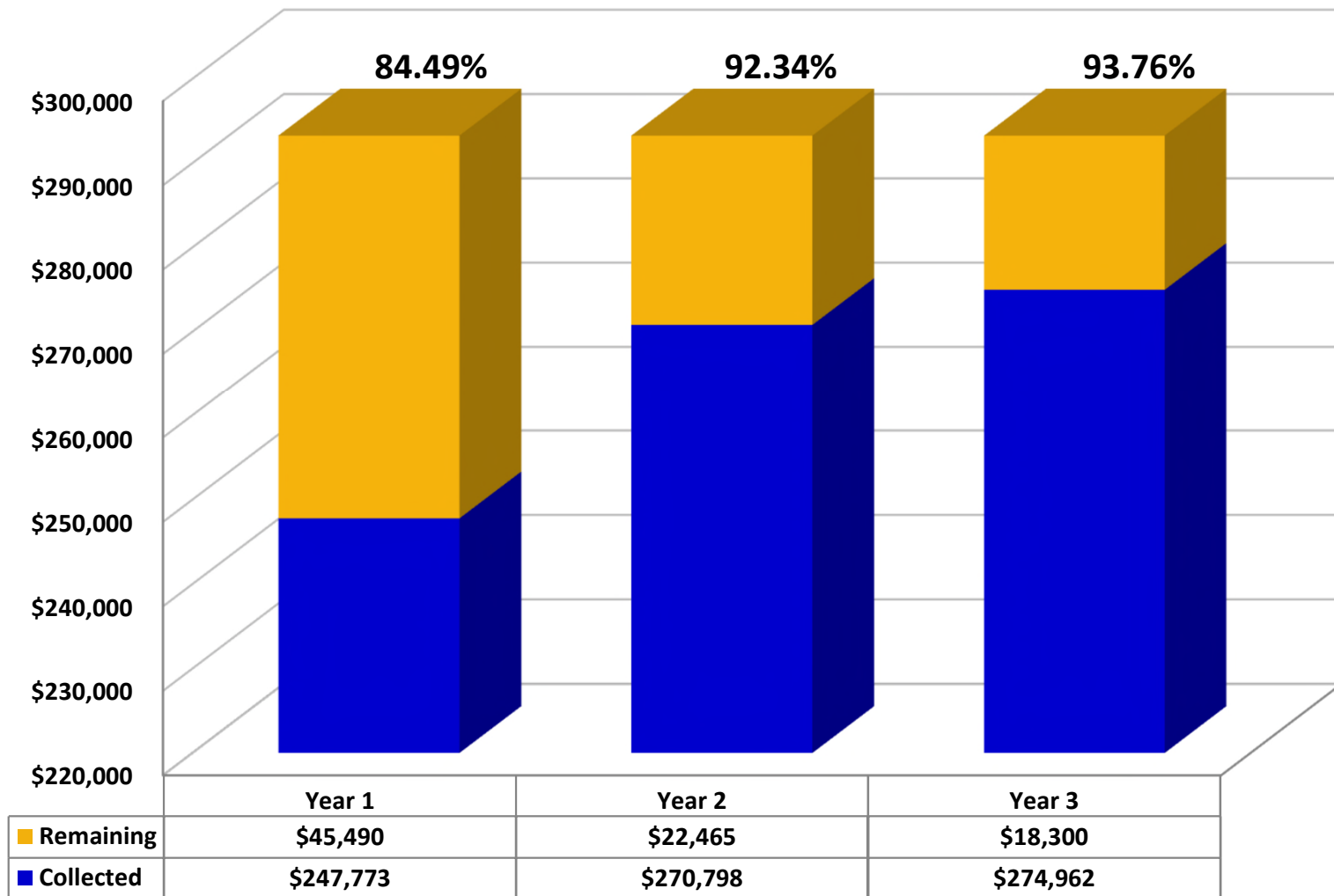




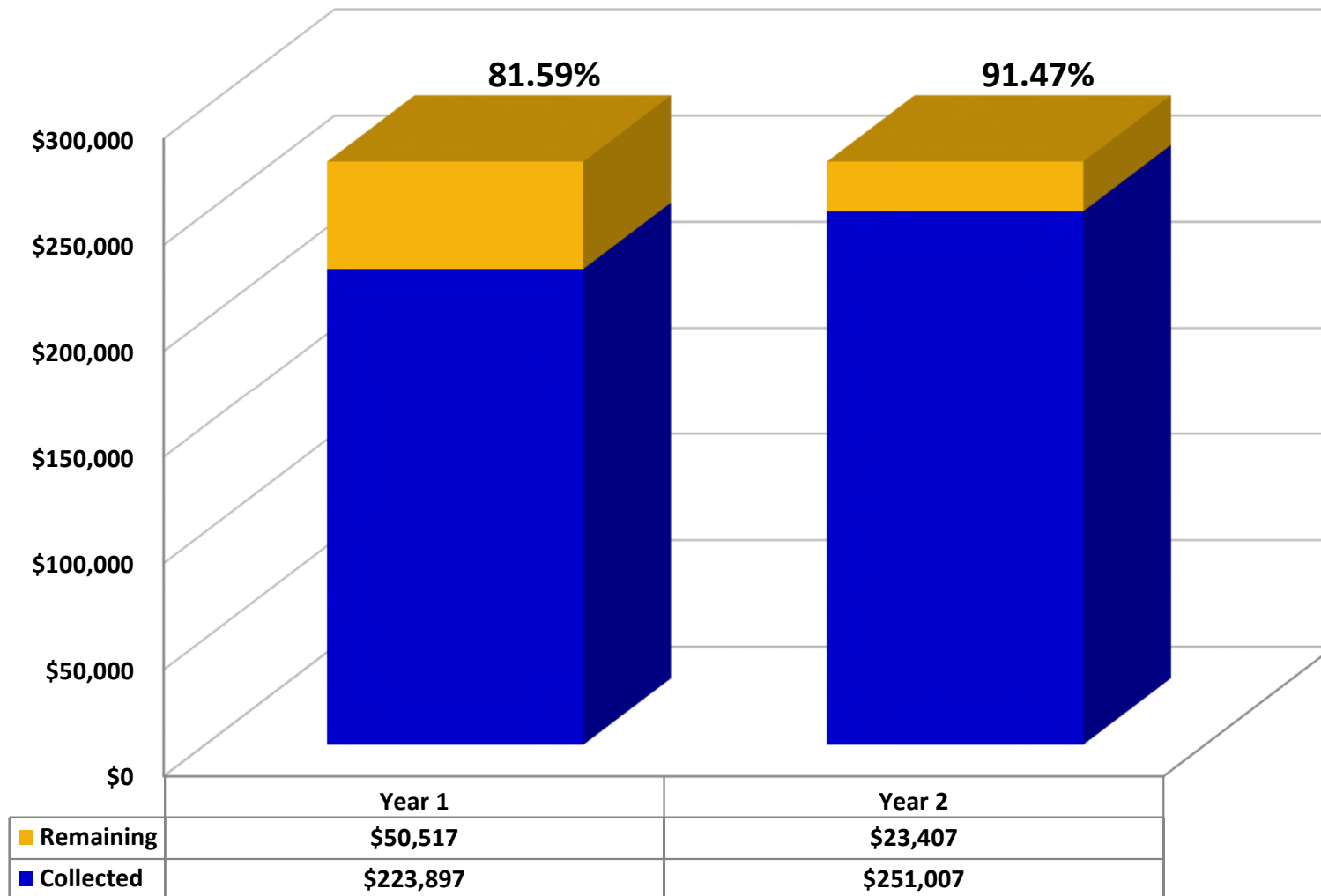
## City of Friendswood 2014 Percentage of Collection



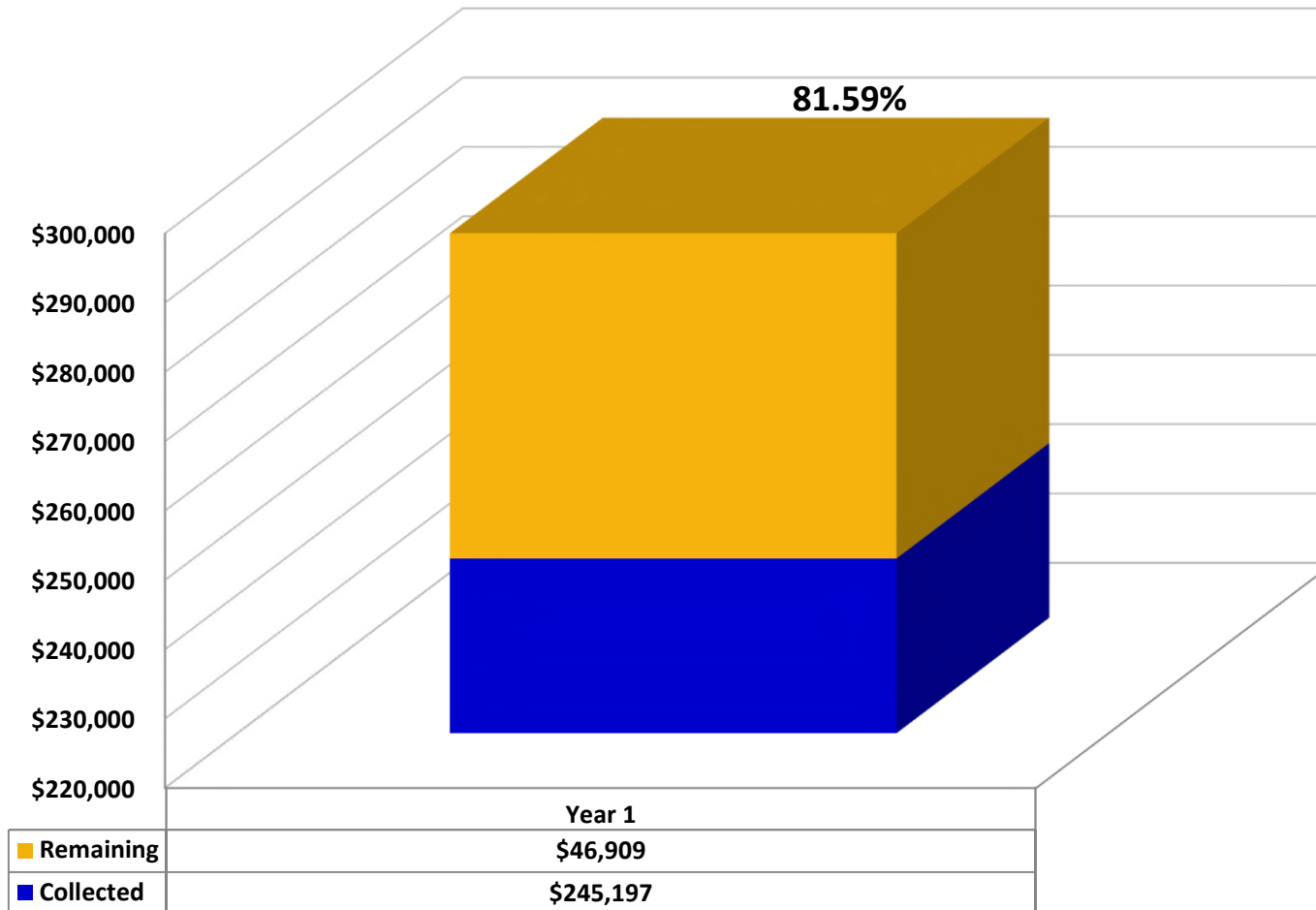
## City of Friendswood 2015 Percentage of Collection



## City of Friendswood 2016 Percentage of Collection



## City of Friendswood 2017 Percentage of Collection



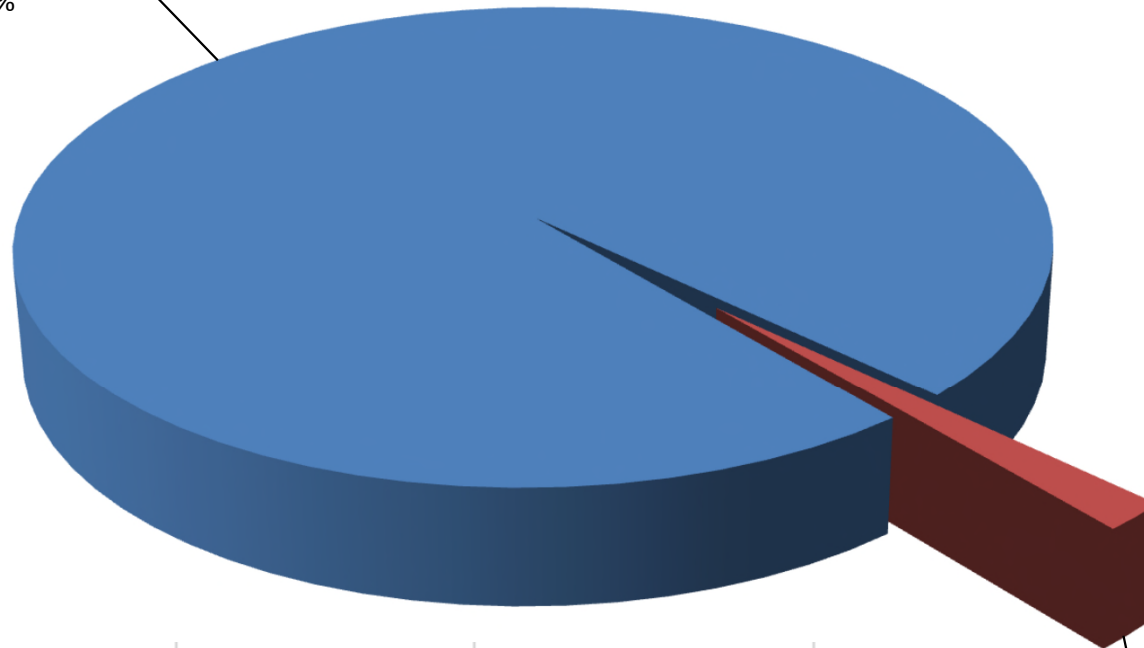


**City of Friendswood  
2018 Tax Year - Tax Collections**

**\$17,740,025 Total Levy of 2018 Base Tax\***

**\*Amounts Provided by the Galveston County Tax Office**

Base Tax Collected  
\$17,414,739  
98.17%



Base Tax Remaining  
\* \$325,286  
1.83%

| Total Levy          | Base Tax Collected<br>as of June 30, 2019 | Base Tax Remaining<br>as of June 30, 2019 |
|---------------------|-------------------------------------------|-------------------------------------------|
| <b>\$17,740,025</b> | <b>\$17,414,739</b>                       | <b>\$325,286</b>                          |
|                     | <b>98.33%</b>                             | <b>1.67%</b>                              |

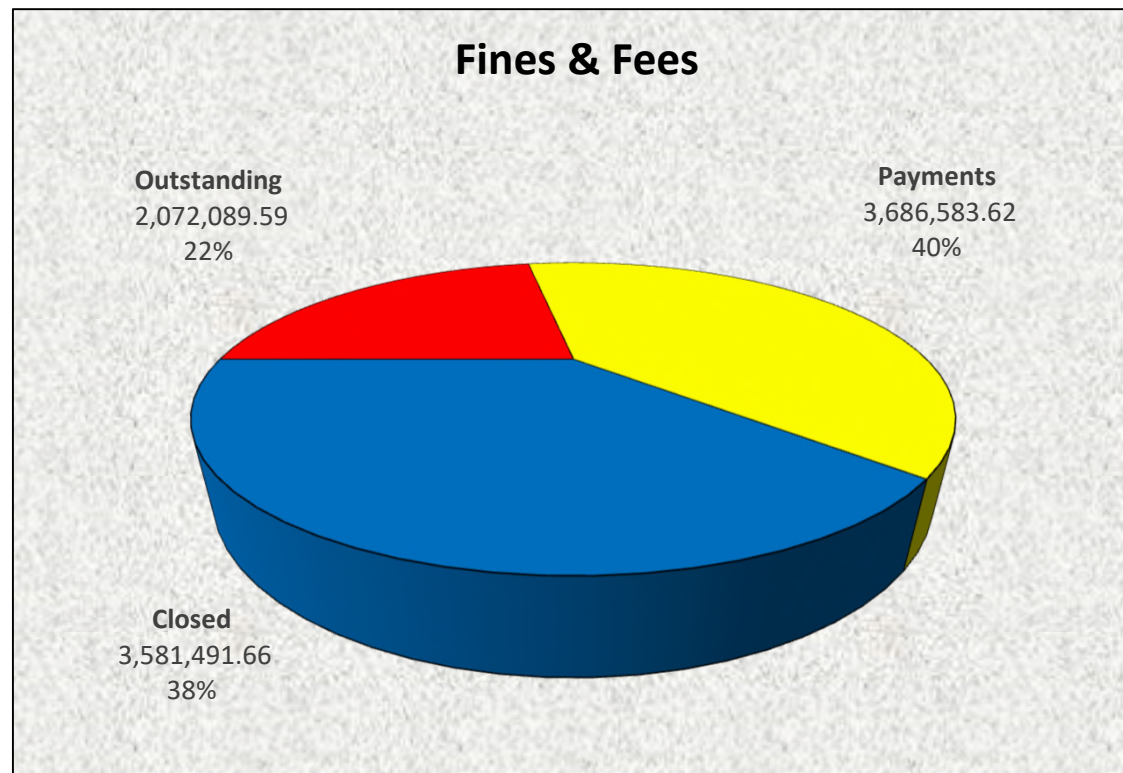
\*In the month of July, we collected \$118,013 of base tax, leaving a remaining balance of \$207,273

# Perdue, Brandon, Fielder, Collins, & Mott L.L.P

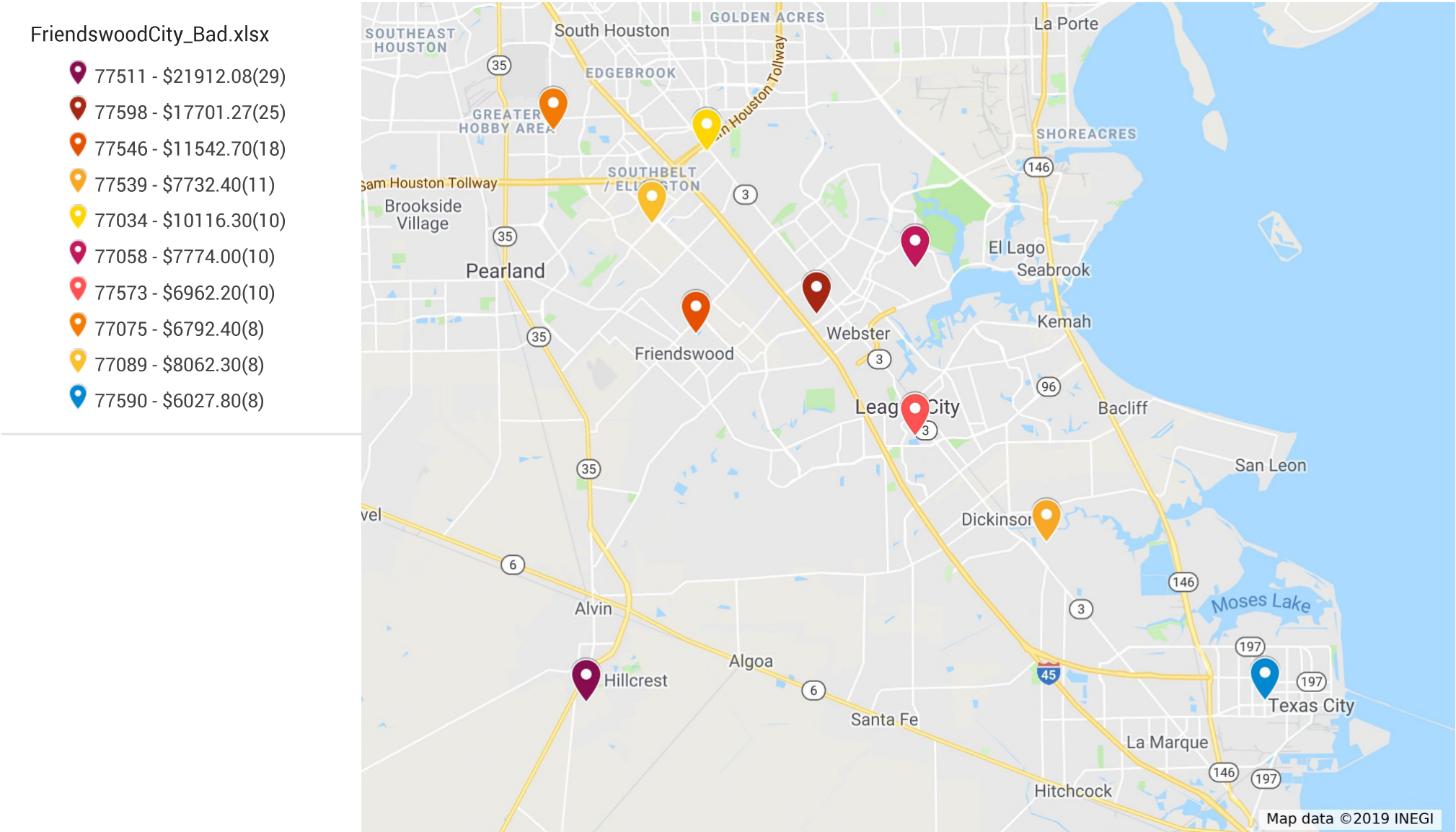
## Collection Report as of August 13, 2019

### City of Friendswood

| <u>Total Turnover</u> |          | <u>Payments and/or Partial Payments</u> |          |                | <u>Dismissed/Cleared</u> |          |                | <u>Total \$ %</u> | <u>Address</u>    | <u>Letters</u> | <u>Phone #</u> | <u>Phone</u>    |
|-----------------------|----------|-----------------------------------------|----------|----------------|--------------------------|----------|----------------|-------------------|-------------------|----------------|----------------|-----------------|
| <u>\$</u>             | <u>#</u> | <u>\$</u>                               | <u>#</u> | <u>% of \$</u> | <u>\$</u>                | <u>#</u> | <u>% of \$</u> | <u>cleared</u>    | <u>Correction</u> | <u>Mailed</u>  | <u>Changes</u> | <u>Contacts</u> |
| 9,340,164.87          | 19,174   | 3,686,583.62                            | 13,144   | 39.47%         | 3,581,491.66             | 9,940    | 38.35%         | 77.82%            | 11,878            | 56,795         | 11,990         | 16,952          |



# City Of Friendswood Top 10 Bad Address Accounts By Zip Code

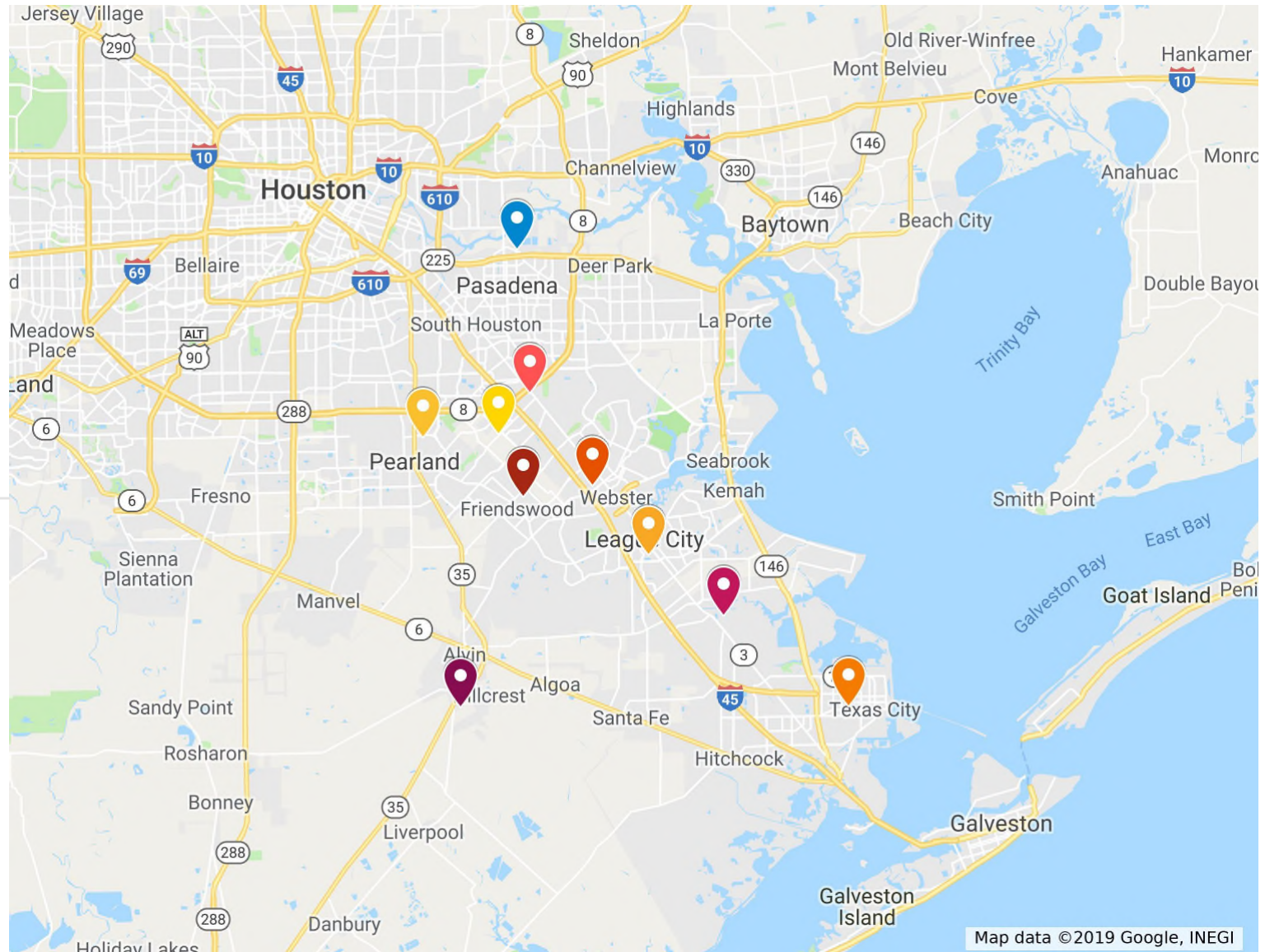




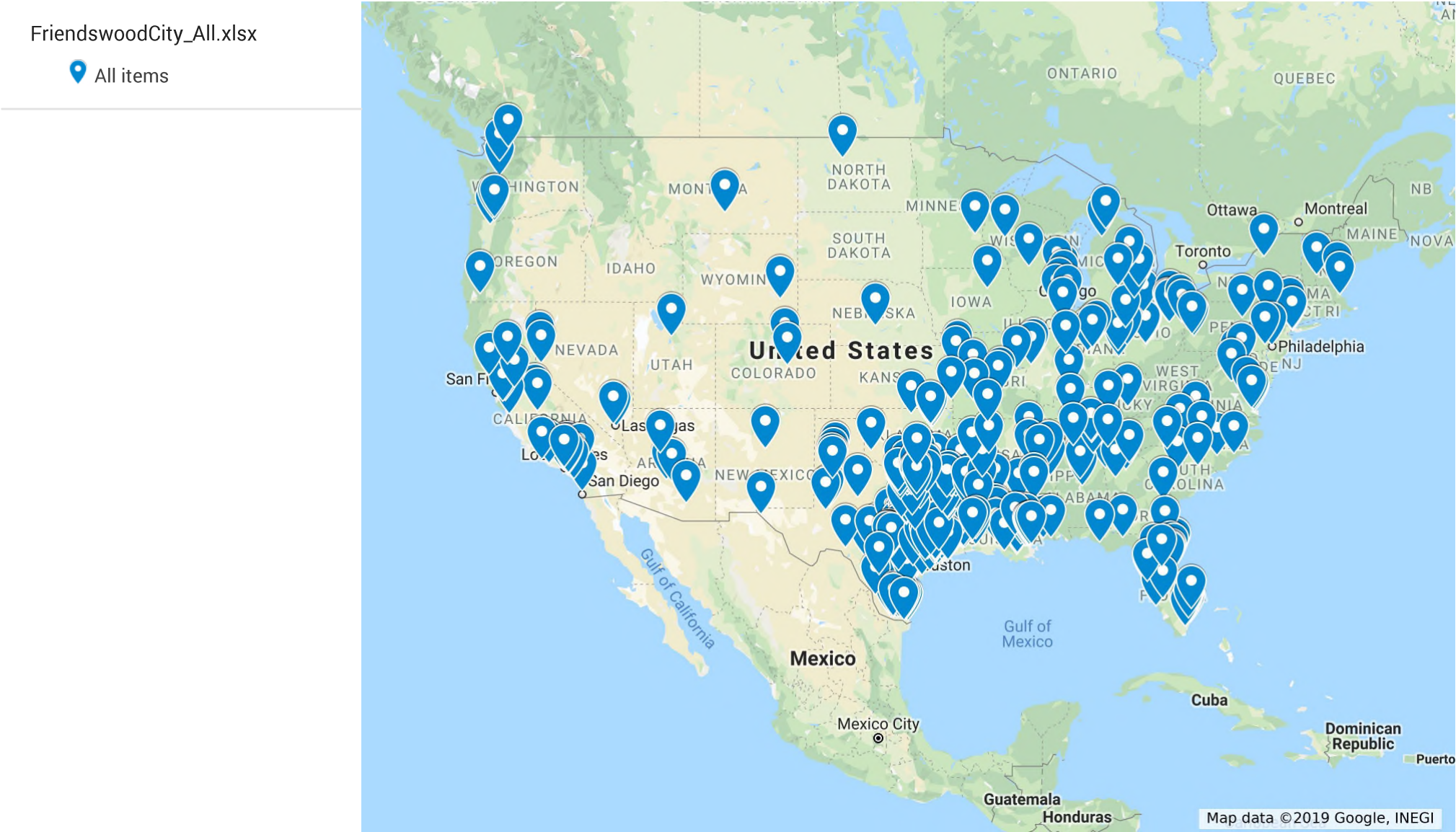
## City Of Friendswood Top 10 Accounts By Zip Code

FriendswoodCity\_Valid.xlsx

- 77511 - \$116180.66(147)
- 77546 - \$96245.85(107)
- 77598 - \$52656.22(64)
- 77573 - \$44103.47(58)
- 77089 - \$39303.54(50)
- 77539 - \$30266.99(38)
- 77034 - \$34138.40(35)
- 77590 - \$26434.00(33)
- 77581 - \$24218.56(29)
- 77506 - \$21118.10(28)



# City Of Friendswood All Accounts





## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding action on the proposed Ad Valorem Tax Rate for 2019, (Fiscal Year October 1, 2019, through September 30, 2020), to place a proposal to adopt a rate on the October 7, 2019, City Council agenda, and to schedule any required public hearings.

Originating Department: Administrative Services

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

Upon receipt of certified property values from Galveston and Harris County, staff will present the results during a work session with Council at the September 9th meeting. There are legal posting and publication requirements based on Council's decision regarding the ad valorem tax rate.

If Council proposes a tax rate that is greater than the effective rate (no new revenue rate) or the rollback rate (voter approval tax rate), whichever is lower, we will have additional publication and hearing requirements. As delineated on the attached schedule, to meet an adoption date of October 7, 2019, we would need to have public hearings on September 23 and September 30. Council would need to approve these meeting dates, take the record vote and announce the meeting to adopt the tax rate during this meeting. The meeting to adopt the tax rate will need to be announced during each public hearing.

If the proposed tax rate is the effective tax rate or less, no additional hearings or publications would be required.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

### RECOMMENDATIONS

N/A

### ATTACHMENTS

1. Budget and Tax Rate Adoption Calendar

Budget & Tax Rate Adoption Calendar  
(Adopting Tax Rate other than Effective)

- 5/1 Mailing of notices of appraised value by chief appraiser
- 5/15 Deadline for submitting appraisal records to ARB
- 7/19 Deadline for ARB to approve appraisal records
- 7/25 Deadline for chief appraiser to certify rolls to taxing units
- 8/28 Publication of Notice of Public Hearing on Proposed Budget
- 9/5 72 hour notice of Public Hearing on Budget (Open Meetings Notice)
- 9/9 Public hearing on Budget
- 9/9 Meeting of governing body to discuss tax rate; if proposed tax rate will exceed the rollback or effective tax rate (whichever is lower) take record vote and schedule public hearings.
- 9/11 Publication of proposed property tax rates and hearing schedule (if applicable); submission to governing body.
- 9/19 72 hour notice for Public Hearing (Open Meetings Notice)
- 9/23 Public Hearing (Must be held 3 days before second public hearing)
- 9/26 72 hour notice for second Public Hearing (Open Meetings Notice)
- 9/30 Second public hearing; schedule and announce meeting to adopt tax rate 3-14 days from this date.
- 10/3 72 hour notice for meeting at which governing body will adopt tax rate (Open Meetings Notice)
- 10/7 Meeting to adopt budget and tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate before September 30 or 60 days after receiving certified appraised roll, whichever is later.

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding authorizing the City Manager to make amendments and execute a contract for Fire and Rescue Services with the Friendswood Volunteer Fire Department.

Originating Department: Fire Marshal

Degree of importance: Critical

### SUMMARY / ORIGINATING CAUSE

The City of Friendswood's current contract for Fire and Rescue Services is with the Friendswood Volunteer Fire Department. This contract has served the City of 15 years starting October 1, 2004 and will expire September 30, 2019.

The City has negotiated a new contract with the Friendswood Volunteer Fire Department for Fire and Rescue Services for the next five years. The new contract will go into effect October 1, 2019 through September 30, 2024 with the ability to extend for two (1) year terms.

Expenditure Required: \$1,103,000

Amount included in the FY20 Proposed Budgeted: \$1,103,000

Appropriation Required: \$0

Source of Funds: FY20 Proposed General Fund operating budget.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

By having a contract in place, the Friendswood Volunteer Fire Department will continue to provide the essential Fire and Rescue Services to the City.

### RECOMMENDATIONS

Staff recommends that Council authorize the City Manager to make amendments and execute a contract for Fire and Rescue Services with the Friendswood Volunteer Fire Department.

### ATTACHMENTS

1. FIRE contract 8-29-19 draft

**FIRE AND RESCUE SERVICES AGREEMENT  
BETWEEN FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT, INC.  
AND THE CITY OF FRIENDSWOOD**

**Introduction:**

This Fire & Rescue Services Agreement dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, is between the City of Friendswood, a home rule municipality, and Friendswood Volunteer Fire Department, Inc., a non-profit organization.

**Recitals:**

**WHEREAS**, fire and rescue services are a public necessity for the citizens of Friendswood;

**WHEREAS**, the City of Friendswood (CITY) desires to contract with the Friendswood Volunteer Fire Department, Inc., to provide fire and rescue services for its citizens; and

**WHEREAS**, Friendswood Volunteer Fire Department, Inc. (FVFD) has agreed to provide such services.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the CITY and FVFD contract and agree as follows:

**I.  
Service**

CITY and FVFD agree that all terms, rights, duties and obligations in regard to this Agreement for the provision of Fire and Rescue Services shall be in accordance with this Agreement. In the event of conflict between any documents, if the CITY and FVFD can't reach a mutually agreeable solution, the resolution of conflict shall be made by ranking the documents in the following order, with the highest rank first:

- a) Applicable Federal and State laws, rules and regulations;
- b) Any applicable City Ordinance or Resolution; and
- c) This Agreement.

Reference NFPA 1720 – Standard for the Organization and Deployment of Fire Suppression Operations .....by Volunteer Fire Departments, attached hereto as **Exhibit “A”** and made a part hereof for all purposes.

It is hereby agreed by and between the CITY and FVFD that FVFD will furnish and provide fire and rescue services as further described herein for all areas located within the corporate limits of the City of Friendswood, Texas, more particularly described in the Service Area Map attached hereto as **Exhibit “B”** and made a part hereof for all purposes (Services).



## **II. Responsibilities of FVFD**

FVFD shall:

- (a.) Be responsible for all fire and rescue calls in the CITY twenty-four (24) hours per day, seven (7) days a week within the CITY in accordance with this Agreement, all applicable laws and Texas Department of State Health Services regulations.
- (b.) Provide a duty officer or an individual able to provide initial respond at all times.
- (c.) Provide a day crew including a supervisor Monday through Friday 0730 to 1730 except CITY recognized holidays using Texas Commission on Fire Protection (TCFP) certified firefighters.
- (d.) Provide trained volunteers to provide fire and rescue services.
- (e.) FVFD shall maintain auto-aid and mutual aid inter-local agreements should temporary resource overload including large scale incidents persist, noting the availability of these options cannot be guaranteed.
- (f.) Provide mutual aid per mutual aid inter-local agreements noting the FVFD shall maintain at least an officer and a staffed engine in the CITY except for; i) obligated performance in auto-aid agreements; and ii) mass casualty incidents or state responses for which alternative options such as mutual aid shall be established to ensure CITY response is available.
- (g.) Provide additional manpower (e.g., lift assist, establish landing zones for medical air evacuation) to support EMS services provided under the EMS Services Agreement when requested.
- (h.) Respond to law enforcement requests for stand-by when dispatched;
- (i.) Maintain a set of procedures and protocols related to Services and said protocols and procedures shall be adjusted to improve Services (e.g., improve care, incorporate learnings, new methods, address risks, increase efficiency) and reviewed with CITY.
- (j.) Maintain and pay fees for any and all required federal, state and local licenses and permits required to perform the duties and responsibilities described in this Agreement;
- (k.) Employ and manage adequate levels of qualified personnel (e.g., paid staff and volunteers) required for operations, supervision, management, and support and make all appropriate withholdings and payments for all personnel required by the FVFD to perform Services;
- (l.) Within one (1) month of the effective date of this Agreement, provide evidence that 100% of its personnel have received NIMS 100, 200, 700 and 800 certifications and in addition Fire Chiefs and Supervisors will have NIMS 300 and 400. Provide FVFD personnel with training and certification as required for "Services";
- (m.) Ensure FVFD personnel act in a courteous, professional and safe manner during the performance of this Agreement;

- (n.) Maintain and implement a procurement policy, which shall comply with City obligations as required by law for FVFD owned equipment and supplies.
- (o.) Comply with FEMA's federal procurement requirements and guidelines for purchasing all expenses associated with a disaster;
- (p.) Submit to CITY monthly reports as required for local, State and National reporting including Incident List by Address, Incident List by Date/Time, Incident Type Report- Detail and Summary, Mutual Aid Responses by Incident, Incomplete data report, Missing or unused Incident numbers report, Performance Standard (response time) Reports, Hospital destination by name report, Hospital choice report, call volume, response times and other quality assurance measures determined by the CITY to the extent they can be automatically produced and not require additional resources;
- (q.) Provide commercial general liability insurance, professional medical liability insurance, automobile liability insurance, and worker's compensation insurance as more specifically set forth in Section XXVIII;
- (r.) Provide inspection and maintenance of fire apparatus to maintain compliance with National Fire Protection Agency (NFPA) requirements;
- (s.) Maintain equipment and vehicles in accordance with manufacturer or industry maintenance practices including furnishing of consumables (e.g., fuel, lubricants, batteries).
- (t.) Use reasonable care to prevent damage to CITY owned equipment and vehicles;
- (u.) Submit preliminary annual budget and capital expenditure plan for Services to the CITY no later than April 15<sup>th</sup> and final budget and capital expenditure plan by June 15<sup>th</sup>.
- (v.) Manage the of FVFD corporate finances (e.g., income, liabilities and expenditures) to deliver Services and supporting administrative activities.
- (w.) Complete an annual financial audit, conducted by an independent certified public accounting firm, of CITY provided funds. The audit shall meet accounting principles generally accepted in the United States (U.S. GAAP);
- (x.) Participate in regional planning and adhere to all regional plan guidance;
- (y.) Provide a liaison to be the primary point of contact with the CITY;
- (z.) Provide information as needed to the City in responding to Texas Public Information Act requests for records;
- (aa.) Provide radio accessories including holsters and batteries for radio equipment provided by City.
- (bb.) Comply with Equal Opportunity laws and provide employees with a work environment free of discrimination and harassment.

- (cc.) Participate in a governance and reporting process with CITY including quarterly contract status meetings to review performance and compliance, address issues and risks, develop improvement opportunities, recognize successes and foster relationship.

### **III.**

#### **Responsibilities of the City of Friendswood**

CITY shall provide the following to FVFD:

- (a.) Use of CITY fire stations as working space or working facility, including space for administrative and leadership personnel and the use of sleeping/living quarters suitable for mixed gender staff, however, FVFD shall not use or occupy a City fire station in a manner that unduly impedes access by City officers or employees for the inspection, maintenance or improvement to such facility or for any other purpose deemed necessary by CITY;
- (b.) The use of five (5) fire engines, one (1) ladder truck, one (1) mini-pumper, one (1) utility stake bed truck, one (1) support vehicle, seven (7) light duty vehicles, three (3) boats and other agreed vehicles and equipment required to provide Services.
- (c.) 9-1-1 Dispatch services in the CITY by the Friendswood Police Department Communications Division; and
- (d.) Compensation for the performance of Services provided to CITY, pursuant to the terms and conditions of this Contract, with said compensation more fully described in Section XIV.
- (e.) Provide radios and radio services as described in Section IV.
- (f.) Capital Equipment required for Services unless FVFD agrees to fund via alternative sources (e.g., FVFD donations) and further described in Section IXX.
- (g.) City agrees to place an item before Council for possible approval an increase to the FVFD's volunteer pension contributions with Texas Emergency Services Retirement System (TESRS). A contract amendment is required between the City and (TESRS). The increase to FVFD's funding of volunteer pension contribution is planned to occur at least every two (2) years.

### **IV.**

#### **Communications and Dispatch**

FVFD will utilize standard industry radio communications at all times. All units must be equipped with a current approved radio capable of communicating directly with the CITY Police Department, Fire Department and Office of Emergency Management. All personnel on scene must be equipped with an appropriately programmed hand-held radio. Radios must be programmed with an approved template (e.g., codeplug) provided by the Friendswood Office of Emergency Management to provide inter-operative communications.

FVFD and City Dispatch will agree to protocols and procedures required for Services pursuant to this Agreement, including the following:

The Friendswood Police Department will be responsible for the original notification and continued communication of information that it receives into the Telecommunications Center. The dissemination of that information will be in the following protocol:

1. The primary form of incident notification (the alerts for a call for service) and incident data for service for the FVFD will be through radio communications and/or the use of radio tones. This notification will be sent out by the Police Department's Telecommunications Center via the Police Department's radio communications equipment to 700/800 MHz Motorola Apex radios and Motorola Minitor VHF (151.445/159.225 frequency) pagers. These radio and pager systems are intrinsically reliable and provide the responding Fire and EMS personnel with the most essential first responder information.
2. The secondary form of incident data information will be through the Police Department's CAD system. At such time Fire and Rescue vehicles are prepared to be equipped with computer equipment and software licenses to receive this information, the City will provide the necessary funding.
3. The additional method of incident notification and incident data information will be through FVFD sponsored third-party applications, where members can subscribe to e-vendors for EMS call information and notifications on their personnel mobile devices. It will be at the discretion of the FVFD leadership what applications are utilized and in what manner. The application needs to be approved by the League City Consortium and any change in vendors needs to be communicated with the City. The use of these applications must be reviewed/audited at least quarterly to ensure functionality, membership status, and the accuracy of contact information within the application.
4. A data transfer interface will be provided to allow CAD call information to be populated into incident reporting systems including those used for state reporting (e.g., FireHouse) & EMS Billing (e.g., EPCR - Electronic Patient Care Reporting).

CITY shall provide:

- Portable and mobile radios with remote speaker microphones and one battery
- Minitor VHF pagers for call notification
- Means for incident data transmission to include: terminals and operating licenses

FVFD will provide:

- Radio/pager related equipment, accessories, batteries
- Repair and replacement of damaged and lost communications equipment
- Administrative control by City of any 3<sup>rd</sup> party application
- Licenses for any 3<sup>rd</sup> party applications

## **V. Response Times and Calculations**

FVFD will have ten (10) responders including those from FVFD and mutual aid departments arriving at the scene of a reported structure fire within ten (10) minutes or less, for eighty percent (80%) said response requests (Response Target). A reported structure fire shall include reports of fire visible originating from structure, uncontrolled fire within ten (10) feet of a structure or once confirmed by FVFD. FVFD based on additional information may change the nature of call for a reported structure fire as warranted. For said calls, the response target time clock starts at “structure fire call is dispatched” (the second the Dispatch Center notifies FVFD via radio of the call) or when and “arrival on scene” shall be the time the fire unit containing the defined number of responders arrive.

For non-structure fire calls, FVFD shall respond with the Duty Officer and additional resources as warranted and based on FVFD standard operating guidelines. For said calls, the response target time clock starts at “call dispatched” (the second the Dispatch Center notifies FVFD via radio of the call) and For all requests, “arrival on scene” shall be the time the first fire unit arrives.

Instances when a unit fails to report “at scene”, the time of the next communication with that unit shall be used as the “at scene” time. However, FVFD may adjust such instances when it can document the actual arrival time through another means, including Fire Department and Police Department reports, GPS or communications tapes. All response times shall be measured in minutes and seconds, not whole minutes.

## **VI. Default for Chronic Failure and Response Time Exemptions**

The Parties understand that isolated instances may occur in which the FVFD does not meet the Response Target, however, chronic failure resulting from factors within FVFD control to comply with the response target time standards may constitute default of this Agreement. Chronic failure is defined as the failure of FVFD to meet the Response Target for reasons within FVFD control in any three (3) out of five (5) consecutive calendar month period. Each month, CITY shall review response times to determine if FVFD has met the Response Target of all emergency dispatch response requests.

Examples of factors contributing to delayed response time or factors outside FVFD control which be reasons to exclude call response from performance calculations include:

- Actions taken by FVFD to mitigate safety risk of FVFD or other parties;
- Simultaneous calls where fire crews are committed to another call;
- Cross response district responses which shall target 10 minutes to allow for extra travel time;
- Weather (e.g., rain, fog, ice);
- Traffic (e.g., congestion, school zones, accidents, construction);
- Non-emergency response due to request or call evaluation (e.g., death confirmation, calls to stage);
- Mutual aid; and
- Scenarios referred to in Section VII.

## **VII.**



## **Disaster Response Management**

There may be extended periods when unusual factors outside the control of FVFD that will prevent achievement of the Response Target. Within 24 hours of this period, FVFD shall notify the City Fire Marshal on the situation and actions taken to optimize response capability for the situation and routine 9-1-1 Emergency Calls. Where possible, FVFD will notify City Fire Marshal prior to response. Examples of such situations include:

- Severe weather;
- Numerous simultaneous calls;
- City declared disaster;
- Mass casualty incident; and
- Mass casualty outside City boundaries where FVFD is requested to provide assistance.

If a disaster or other large-scale event is predicted or realized, FVFD and CITY shall work together to plan, prepare, manage and operate a joint response with CITY agencies and external agencies. FVFD will secure resources as available including calling in essential staff. Response and resource assignments will be made to manage the incident most effectively in accordance with the HSSE needs of FVFD and CITY personnel.

### **VIII. Independent Contractor**

At all times during the term of this Agreement, FVFD is an independent contractor, not an agent, servant or employee of the CITY. FVFD shall not in any event be deemed an employee or other representative of the City, nor shall the FVFD employees or volunteers hold themselves out as such. All employees of the FVFD shall at all times be considered as an employee of the FVFD and the FVFD will be solely liable for the payment of all wages and benefits made available to such employees in connection with their employment. In addition, it is expected and understood that the FVFD will be responsible at all times for the supervision and performance of their personnel. FVFD shall warrant that each employee and volunteer has been carefully screened as to character and fitness for the performance of his/her job. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between FVFD and CITY.

Nothing in this agreement shall prevent FVFD from establishing agreements with other parties for the provision of services by FVFD to the extent they do not interfere with Services to CITY. FVFD shall ensure said agreements are at fair market value and cover all costs of services and subsequently credit the costs of this Agreement. Prior to using CITY owned equipment and facilities, FVFD will make a proposal to CITY to address concerns and financial treatment.

### **IX.Term**

The initial term of this Agreement shall begin on October 1, 2019, and shall be in force and effect for five (5) years, ending on September 30, 2024. The Agreement may be extended for two (2) - one (1) year intervals upon mutual agreement of the governing body of both Parties.

**X.**  
**Termination**

This Agreement may be terminated in the following ways:

(a) After the initial term or agreed extensions of this Agreement has expired, CITY or FVFD may terminate this Agreement by giving the other party at least one hundred eighty (180) days prior written notice of the termination. FVFD must continue to provide service to the CITY during this time.

(b) This Agreement may be terminated upon written, mutual agreement.

**XI.**  
**Provisions for Early Termination by CITY**

The following actions, conditions or circumstances shall constitute default by FVFD and shall be cause for early termination of this Agreement by CITY, if after receipt of written notice of termination from CITY, FVFD's default continues for a period of ten (10) days after the receipt of said prior written notice by CITY. This ten (10) day period may be extended upon mutual agreement of both parties.

1. Failure in the performance of any requirement, term or condition required in this Agreement;
2. Material use of City provided funds and fees for reasons other than Services;
3. Failure of the FVFD to operate the service in a manner consistent with federal, state and local laws, rules and regulations;
4. FVFD supplying the CITY with false or misleading information with regard to records, documents or data kept for the purposes of determining FVFD's performance under the terms of this Agreement;
5. FVFD's deliberate and unauthorized scaling down of operations to the detriment of performance or level of service;
6. Failure to substantially and consistently meet the various clinical response standards provided for in this Agreement;
7. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute; or
8. Any negligent act or failure to act by FVFD, its agents, volunteers or employees that endangers the public health and safety of the citizens of the CITY during the performance of this Agreement.

## **XII. Provisions for Early Termination by FVFD**

The following actions, conditions or circumstances shall constitute default by CITY and shall be cause for early termination of this Agreement by FVFD, if after receipt of written notice of termination from FVFD, CITY's default continues for a period of ten (10) days after the receipt of said prior written notice by FVFD. This ten (10) day period may be extended upon mutual agreement of both parties.

1. Failure in the performance of any requirement, term or condition required in this Agreement.
2. Actions which prevent FVFD from providing Services unless a written waiver is provided by the CITY to the FVFD, i.e., City fails to provide equipment suitable to perform services required by FVFD or City's change to traffic flow or traffic signals prevents meeting performance standards.
3. CITY making false or misleading information with regard to FVFD performance.
4. Requiring FVFD to act outside of laws, ordinances, regulations.
5. Changes in local Ordinances to the contrary to the intent of this Agreement without an amendment to this Agreement.

## **XIII. Effects of Termination**

On the date of Termination, FVFD shall turn over to CITY and provide CITY access to all City-owned facilities and equipment, including but not limited to warranty information, maintenance paperwork, keys, key fobs, access codes, etc.

On the date of Termination, FVFD shall pay to CITY all funds received from CITY for that quarter and all, minus the amount FVFD had used or committed for the provision of their services until the date of termination upon written proof of legal commitment (e.g., contracts, invoices, official documentation) by FVFD.

If Termination is due to any reason other than FVFD default or with less than 180 day notice, CITY shall provide one additional month of personnel costs (e.g., salary, insurance, pension, unemployment, processing costs) and other Termination related costs incurred by FVFD. Costs associated with Personnel that transfer to the succeeding Service Provider without disruption or reduced total compensation (pay rate and benefits value) shall not be included in said one-month CITY funding obligation.

Upon notice of intent to Terminate this Agreement, Parties shall agree and implement a transition plan including:

1. Disposition of personnel including hiring by Fire and Rescue service provider successor.
2. Review and modify other agreements impacted by Termination;
3. Review FVFD inventory and agree disposition of FVFD owned equipment and supplies including transfer to CITY, purchase by CITY and FVFD disposal;

4. Develop timeline and responsibilities of Termination and transition activities; and
5. Changes in Service delivery and performance expectations.

#### **XIV.**

##### **Payment by City for Fire and Rescue Services**

In consideration of the performance of the Services described herein, CITY shall pay FVFD the Annual Contract Value and Call Adjustment in quarterly.

For the first year of this Agreement, the Annual Contract Value shall be equal to the amount initially approved in City's Adopted Budget for Fire and Rescue.

For subsequent years, the Annual Contract Value shall be adjusted as specified in this Section.

For year two (2) of this Agreement, beginning October 1, 2020 through September 30, 2021, and each subsequent year of the initial term of this Agreement, CITY shall increase the portion of the preceding years Annual Contract Value for non-personnel related operational costs based on the CPI, at an amount not less than 2 ½ and not to exceed 3 ½ percent and increase the portion of the Annual Contract Value for personnel costs for salary and benefits based on the CPI, at an amount not less than 3 percent and not to exceed 4 percent.

Adjustments made per Section XV shall be applied prior to application of annual increases per this Section.

If laws and ordinances (e.g., labor, benefits, insurance, training, certifications) are enacted that increase FVFD costs to supply, the actual direct and indirect financial impact of said laws shall be added to the annual fee.

#### **XV.**

##### **Agreement Implementation and Transition of Obligations**

During the first year of Agreement, parties will review FVFD budget and CITY and FVFD obligations per Sections [Facilities] and [IT] and if said review identifies FVFD budget allowance that has delivered or is obligated to deliver then:

1. Adjustments to the FVFD remaining quarterly payment scheduled for the remainder of the year shall be made to account for said budget allowance which FVFD has not expended and City is to expend; and
2. A new adjusted Annual Contract Value basis shall be calculated for determining subsequent year compensation.

During the term of Agreement, if CITY and FVFD agree to transfer obligations, then:

1. Adjustments to the FVFD remaining quarterly payment scheduled for the remainder of the year shall be made to account for said budget allowance which current party has not expended and new party is to expend; and

2. A new adjusted Annual Contract Value basis shall be calculated for determining subsequent year compensation.

Within thirty days of Agreement becoming effective, FVFD shall transfer the balance of the Fire/EMS funds to City to be used in accordance with the purchase of capital equipment as defined in this Agreement. Said funds must be used for purchase of capital equipment pursuant to this Agreement.

#### **XVI.**

#### **Non-Appropriations Clause**

The CITY operates and is funded on a fiscal year basis; accordingly, the CITY reserves the right to terminate this Agreement without liability if funding for Fire and Rescue Services is not available for future fiscal years. Termination of this Agreement will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

#### **XVII.**

#### **Annual Financial Audit and Records Inspection**

A written report describing the scope of the audit firm's testing of internal controls of financial transactions and reporting and compliance with generally accepted accounting principles (GAAP) and results of that testing should be within 180 day of close of FVFD fiscal year.

FVFD shall allow CITY or CITY's authorized representative to inspect at all reasonable times, FVFD records related to:

1. Financial and banking accounts related to City provided compensation;
2. Maintenance of City owned equipment, vehicles, facilities; and
3. Demonstration of compliance to the extent allowed by law and privacy practices.

#### **XVIII.**

#### **Capital Equipment and its Maintenance**

CITY Capital Equipment shall be equipment with a purchase price or replacement cost in excess of \$5,000 that is purchased using funds paid by CITY to FVFD, purchased by CITY for FVFD or donated to the CITY for use by FVFD in the performance of this Agreement. CITY owns CITY Capital Equipment, titles to the equipment shall be in the name of CITY. FVFD shall provide routine and general maintenance of CITY Capital Equipment.

FVFD Capital Equipment shall be equipment with a purchase price or replacement cost in excess of \$5,000 that is purchased using FVFD funds received from sources other than City (e.g., donations, grants) or donated to the FVFD. FVFD owns FVFD Capital Equipment and shall provide routine and general maintenance of FVFD Capital Equipment.

In the event any individual repair or series of related repairs cost in excess of \$10,000 for non-budgeted capital equipment, the parties shall renegotiate a mutually agreeable solution.



CITY and FVFD shall jointly develop and maintain a Capital Equipment Schedule for:

1. Purchase and replacement of fleet light duty utility vehicles with a cost up to \$100,000 utilized by FVFD for the performance of this Agreement which shall be based on expected useful life cycle(s),
2. Purchase and replacement of capital equipment utilized by FVFD for the performance of this Agreement which shall be based on expected useful life cycles, and
3. Other capital purchases utilized by the FVFD for the performance of this Agreement.

CITY and FVFD shall jointly develop and maintain an Apparatus Schedule for the purchase replacement, rehabilitation of apparatus and other vehicles with a cost in excess of \$100,000 based on expected useful lifecycles.

Changes to Capital Equipment Schedule and Apparatus Schedule will be reviewed annual by both parties to insure accurate cost and response needs are aligned.

If an accelerated purchase is needed (e.g., beyond repair vehicle), and a matching deferral is not identified, CITY shall process as an out of budget request per CITY policy.

Capital equipment shall be the equivalent to the existing equipment as updated to current year (e.g., safety requirements). Reductions in capability or specifications require FVFD approval.

## **IXX. Procurement of Capital Equipment**

CITY shall purchase equipment per the Capital Equipment Schedule and Apparatus Schedule.

CITY shall create a FVFD Fire/EMS Vehicle & Capital Equipment Replacement Fund based on the fifteen-year value of the Capital Equipment Schedule and shall use the transfer of the Fire/EMS fund to create an initial account balance less any funds used during the first year of this Agreement.

CITY shall fund the purchase of Capital Equipment using a combination of:

- Water bill donations which the CITY shall retain on receipt for said purpose;
- General Fund;
- Tax funded Debt Service;
- FVFD Fire/EMS Vehicle & Capital Equipment Replacement Fund; and
- Fund Balance.

For items purchased per the Capital Equipment Schedule and Apparatus Schedule, FVFD shall:

- Define specifications and requirements;
- Assist City in completing procurement process (e.g., RFP, Purchase Orders);
- Monitor manufacture and delivery;
- Provide final acceptance; and
- Put into service.

For FVFD Capital Equipment, FVFD shall manage the procurement process.

## **XX.**

### **Non-Capital Equipment and Supplies**

FVFD shall purchase FVFD owned equipment and supplies using annual fee funds or other sources (e.g., donations, grants) in compliance with FVFD procurement policy. To the extent allowed by law, FVFD shall be allowed access to and use of purchasing contracts developed by the City, the State of Texas, HGAC or other purchasing cooperatives available to the CITY, when it is reasonable and prudent to do so. For equipment with a title (e.g., vehicles, boats), FVFD shall title said equipment in CITY's name.

FVFD shall provide routine and general maintenance and repairs of all non-capital equipment and supplies.

## **XXI.**

### **Disposition of Surplus Property**

CITY Capital Equipment in the possession of the FVFD that has reached the end of its useful life shall be disposed of pursuant to CITY's policies and procedures. All funds received from disposition of surplus equipment shall be deposited into the FVFD Fire/EMS Vehicle & Capital Equipment Replacement Fund

## **XXII.**

### **Inventory**

FVFD shall maintain inventory of:

- City Capital Equipment under FVFD control;
- FVFD Capital Equipment;
- Equipment and supplies with a value of \$2,500 or greater; and
- Restricted access supplies where tracking is required (e.g., narcotics).

Inventory list shall be available to CITY for review.

## **XXIII.**

### **Use of City's Facilities**

CITY shall allow FVFD, its Personnel, the use of CITY fire stations as working space to perform services pursuant to this Agreement, including the use of sleeping/living quarters suitable for mixed gender staff, however, FVFD shall not use or occupy a City fire station in a manner that unduly impedes access by City officers or employees for the inspection, maintenance or improvement to such facility or for any other purpose deemed necessary by CITY.

During emergency situations, other entities such as the National Guard and other emergency personnel shall be able to use CITY facilities, including fire stations.

FVFD cannot make any changes to the CITY facilities that require a City Permit or impact CITY facility maintenance and repair scope (e.g., flooring) without the prior written consent of the CITY.

FVFD may implement a dorm resident program for which dorm agreement will be reviewed with CITY and CITY will be notified of changes in participation.

FVFD sponsored use of the fire stations has priority and non FVFD sponsored usage of fire stations will be allowed to the extent it doesn't interfere with FVFD sponsored use. CITY sponsored events as approved by CITY may use fire stations. FVFD will seek CITY direction for use of fire stations by non FVFD and CITY entities.

#### **XXIV. Maintenance and Repair of City's Facilities**

FVFD shall provide daily facility maintenance and repairs that do not require a professional state license to perform, including the maintenance and repairs to:

1. Bay doors;
2. Replaceable light bulbs;
3. Furniture;
4. Bay refrigerators;
5. Small appliances and equipment
6. Television, audio and visual systems;

FVFD shall be responsible for the specific contents and equipment that is necessary for the operations of the emergency medical services, including vehicle chargers electronics, refrigeration for medications and

FVFD shall be responsible for providing cleaning and janitorial services at least once a week.

CITY shall be responsible for the facility structure, concreted surfaces and exterior shell.

CITY shall provide maintenance services and repairs that require a professional state license to perform, such as alarm systems, heating including bay heaters, air conditioning, plumbing, electrical, fire sprinklers, irrigation and generators.

CITY shall provide:

1. landscaping services.
2. standard facility utilities including gas, water and electricity.
3. Oily water separator maintenance and disposal of waste.
4. Replacement of air conditioning filters

CITY shall be responsible for the

1. Flooring in the facility,
2. Water heaters
3. Indoor refrigerator
4. Dishwasher
5. Ice machines
6. range and hood system; and

Within 24 hours of notice from FVFD, CITY shall respond and provide repair per their obligations that prevent FVFD from performing the services described in this Agreement or present a health, safety, security or environmental risk.

When there is a minimal impact (e.g., able to mitigate, able to absorb, non HSSE) to FVFD's operations, and the repair requires a state license to perform, CITY shall make repairs within 2 business days or as otherwise agreed with FVFD, subject to availability to budgeted funds, compliance with state procurement laws and City Council approval.

When there is no impact to FVFD's operations, and the repair requires a state license to perform, CITY shall make repairs within 2 weeks or as otherwise agreed with FVFD, subject to availability to budgeted funds, compliance with state procurement laws and City Council approval.

To the extent FVFD has made timely notification to CITY and taken reasonable mitigations for facility issues, to the extent allowed by law, FVFD shall be held harmless for incomplete repairs with respect to:

- impacts to Services to the extent FVFD has taken reasonable measures to mitigate; and
- Subsequent damages (e.g., broken plumbing water damage).

CITY shall have access to common areas of facilities at all times. CITY shall notify FVFD if access is required to restricted areas (e.g., supply rooms, offices, dorm rooms, records storage). CITY may make immediate access to any portion of facility to address imminent threats to facility, contents or further damage (e.g., broken water pipe leaking in a restricted area).

FVFD owns and has sole right to all FVFD data and information except required for CITY reporting obligations, as provided through agreed reporting.

To extent required by law, CITY shall have access to data as required to meet CITY legal and reporting obligations. FVFD shall provide this data or provide a method to access this data.

CITY has no right to access, possess, view FVFD owned data without written permission from FVFD President regardless if said data resides on City owned equipment. Should CITY personnel become in unauthorized possession or view of FVFD data, FVFD shall be immediately notified. Facility and IT activities performed by the CITY as part of this Agreement shall constitute authorized permission to view data as required to perform those activities (e.g., resolving application IT issues) including the potential to view data that is left out with the potential for accidental view (e.g., left on a desk where facility work is being done).

FVFD and CITY are responsible for maintain compliance with data privacy laws (e.g., HIPPA) and best practice confidentiality.

## **XXV. IT Systems, Telecommunications and Security Systems**

The City of Friendswood Information Technology (COF IT) division shall provide, administer and maintain IT systems at each City facility provided for FVFD performance of this Agreement including:

1. Wired and WiFi network infrastructure including IP addressing and VLANs;

2. Phone systems including walk up emergency call boxes and intercoms;
3. Firewalls and other security mechanisms; and
4. Battery backup for critical network infrastructure

COF IT shall provide, administer, backup, license and maintain servers for:

1. Primary and domain controllers and associated services including DHCP, DNS and file sharing;
2. Hosting of FVFD incident call reporting system (e.g., Firehouse) and other agreed applications; and
3. Other agreed applications.

COF IT shall provide a connectivity for:

1. FVFD assigned servers via wired connections at CITY data center;
2. FVFD assigned telephones and related devices;
3. Access control and surveillance systems;
4. FVFD computers/desktops located at Station 1 and Station 4 capable of reaching FVFD assigned servers via wired and WiFi connections;
5. FVFD, personnel and guest devices via WiFi to access Internet (and not FVFD servers) at all FVFD assigned facilities with controls and monitoring at a minimal level to block in appropriate sites including pornography, sex, hate groups, terrorism, copyright infringement and illegal activities; and
6. FVFD remote access via fire station located firewall to access FVFD assigned networks and systems for Windows, MAC, Android and Apple devices.

COF IT shall maintain:

1. Fire station access control systems;
2. Video surveillance systems;

IT systems follow the structure of the CITY IT scheme.

FVFD shall have administrative access to systems as required to fulfill FVFD obligations and due diligence including at a minimum:

1. Read and record access to video surveillance;
2. Administer users, schedules, door status, roles and similar on access control.
3. File management on servers;
4. Administer accounts on servers as backup to Helpdesk or resolve access issues (e.g., Firehouse);
5. Monitoring of network infrastructure to assist in monitoring, diagnose and isolate of issues.



COF IT shall provide:

1. Helpdesk for COF IT accountable systems
2. Training on COF IT policies and cybersecurity
3. Management of FVFD provided Internet circuits.
4. Desktop computers with basic office software including MS-Office, anti-virus and anti-malware

FVFD shall obtain acknowledgement and approval from COF IT for any third-party provided IT services (e.g., software as a service) which require logical or physical interfaces with COF IT provided IT services to ensure no impact to integrity or security of COF IT systems.

FVFD and COF IT will jointly implement third-party IT services that interface with COF IT services with systems.

FVFD will provide information to COF IT on third party IT services for which COF IT support may or may not might be required, and the scope of that support would be agreed.

FVFD will provide use of existing equipment such as firewalls, switches and desktops in place.

FVFD will supply applications for internal use and where COF IT support is requested, FVFD shall supply COF IT an account with necessary entitlements.

Regardless of who is providing the desktop and laptop/tablet equipment, COF IT or FVFD, both Parties shall enforce HIPAA Cybersecurity best policies, following the NIST Cybersecurity framework and the Cybersecurity Practices for Small Health Care Organizations with City managed scheduled compliance audits.

A network vulnerability assessment and a cybersecurity baseline assessment shall be conducted prior to COF IT managing the network infrastructure and firewalls to create a reference point of progression.

COF IT shall provide a documentation repository (per the current State and/or Federal regulations of data retention) with FVFD full control access and CITY read only access to be used for FVFD to use in sharing information with CITY including reports, inventory, incident information and records.

COF IT shall provide FVFD the COF IT policies. COF IT reserves the right that the policies can be modified at any time. FVFD shall provide written acknowledgement that they are responsible for knowing and following the policies and procedures.

## **XXVI. Staffing and Operations**

FVFD is an independent contractor and is responsible for managing and operating the delivery of emergency medical services for the CITY. It is expected and understood that the FVFD will be responsible at all times for the supervision and performance of their Personnel. The Contractor shall warrant that each employee and volunteer has been carefully screened as to character and fitness for the performance of his/her job.

## **XXVII. Participation in Community Events**

FVFD shall provide standby Fire and Rescue crews for City Sponsored events such as parades and holiday events. City and FVFD shall meet at least two (2) months in advance to coordinate FVFD participation at said events. FVFD will provide additional resources at said events and other City events to the extent volunteers are available.

As agreed with a sponsoring party and FVFD, FVFD may elect to provide standby Fire and Rescue crews for non-City sponsored events including:

- Standbys for prescribed burns approved by the FMO
- Fire watch approved by the FMO.

Participation in said non-City sponsored events may utilize reserve FVFD and City owned equipment to the extent it does not impact primary coverage responsibilities.

FVFD will provide public awareness, public education and other public support programs including kids immunizations.

## **XXVIII. Insurance and Indemnity**

(a.) Throughout the term of this Agreement and any extensions thereof, FVFD shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to the City of certificates of insurance written by one or more insurance companies with a best rating of “A” or better, licensed to do business in the State of Texas and acceptable to the City of Friendswood. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or re-insuring these policies. Insurance requirements shall remain in effect throughout the term of this agreement. The City of Friendswood shall be an additional insured on all policies, except worker’s compensation and professional liability.

(b.) Policies other than the Workers’ Compensation Insurance shall name the City, its agents, officials, officers and employees as additional named insured. The City must receive at least thirty (30) days’ prior written notice of any expiration, cancellation, non-renewal or material change in coverage of FVFD’s insurance coverage. Nothing shall absolve FVFD of this requirement to provide notice.

The following coverage shall be provided for all vehicles, boats and specialty equipment trailers:

1. Commercial general liability insurance, including but not limited to, bodily injury property damage and personal injury, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage shall be on “an occurrence basis,” and the policy shall

include broad form property damage coverage, contracted liability, and fire legal liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, unless otherwise stated by exception herein.

2. Professional medical liability insurance including errors and omissions with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of no less than Two Million and 00/100 Dollars (\$2,000,000.00).
3. Automobile Liability with a One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage of per occurrence.
4. "NO REPRESENTATION OF COVERAGE ADEQUACY"

By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect FVFD. The City reserves the right to review any and all insurance policies and/or endorsements cited in the Agreement, but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve FVFD from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 5. WORKER'S COMPENSATION INSURANCE

Worker's compensation coverage and policy, in compliance with the State of Texas. The Workers' Compensation policy must waive subrogation rights.

### (c.) INDEMNIFICATION

**FVFD AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM ANY CLAIM, LOSS, DAMAGE, CAUSES OF ACTION, SUITS 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, ARISING OUT OF, OR IN CONJUNCTION WITH THE WORK DONE BY OR CAUSED BY, OR ANY ACT OR OMISSION OF FVFD, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN PERFORMING ITS OBLIGATION UNDER THIS AGREEMENT REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY.**

(d) **Waiver of Subrogation.** FVFD further agrees to waive any and all claims and suits covered by this indemnity provision and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the CITY, its officers, agents, or employees. **Workers' compensation and professional liability insurance policies will provide a waiver of subrogation in favor of the City.**

(f) All insurance policies shall be subject to the examination and approval of CITY for adequacy as to form and content, form of protection, and insurance company. FVFD shall furnish to City Manager certificates or copies of the policies, plainly and clearly evidencing such insurance, within ten (10) days after execution of the Agreement and thereafter new certificates or policies prior to the expiration date of any prior certificate or policy. All policies or certificates required herein shall also state that such insurance shall not be canceled or changed in limits by endorsement without a minimum of thirty (30) days advance notice in writing to CITY.

#### **IXXX.**

##### **Events that Trigger Renegotiations**

CITY AND FVFD agree the following events or circumstances shall require both parties to renegotiate Agreement noting no changes take place until an amendment is executed:

- (a) The need for additional paid personnel positions;
- (b) The need for lengthened day crew work hours beyond 12 hours per day Monday through Friday;
- (c) FVFD's need to outsource Human Resources (HR) management or hire dedicated HR staff;
- (d) FVFD's inability to manage operational and personnel costs within the annual budget;
- (e) FVFD's need for more than two (2) full time paid administrative personnel with respect to the staff across agreements related to Fire and EMS services with the City; and
- (f) In ability to replace the Fire Chief with a qualified volunteer if said position is vacated.

#### **XXX.**

##### **Miscellaneous**

(a.) **Tax Certification.** FVFD hereby certifies that it is not delinquent in the payment of any taxes owed to CITY or that it will pay any taxes owed to CITY so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the Agreement at the option of CITY.

(b.) **Offset of Other Debts Against CITY.** FVFD agrees that CITY is entitled to counterclaim and offset against any debt, claim, demand, or account owed by CITY to FVFD, pursuant to this Agreement, for any debt owed to CITY, other than for arrearage of taxes. CITY may withhold from payment under this Agreement an amount equal to the total amount of debts owed to CITY by FVFD. CITY may apply the amount withheld to the debts owed to CITY by FVFD until said debts are paid in full.

(c.) **Representatives and notices.**

i. CITY representative. The Fire Marshal for the CITY, and such other and additional persons as CITY may designate, shall be CITY's representative(s) and shall act for CITY in all matters concerning this agreement, including transmittal of instructions, receiving information, and interpreting and defining City policies and decisions with respect to the materials, equipment, elements, and systems of the project. CITY shall not be bound by the actions or representations of any other employee(s) or agent(s) of CITY.

ii. FVFD representative. The President of FVFD and such other and additional persons as President may designate shall be the FVFD representative and shall act for FVFD in all matters

concerning this agreement, including transmittal of instructions and receiving information. FVFD shall not be bound by the actions or representations of any other employee(s) or agent(s) of FVFD.

iii. Notices. Notices shall be sent to:

**CITY:**

City Manager  
910 S. Friendswood Drive  
Friendswood, Texas 77546

**FVFD:**

President  
1610 Whitaker Drive  
Friendswood, Texas 77546

(d.) **Compliance with Laws.** FVFD shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

Pursuant to Texas Government Code Sec. 2252.152, FVFD is not a company engaged in business with Iran, Sudan and does not have contracts with or provide supplies or services to a foreign terrorist organization.

(e.) **Subcontracting.** None of the Fire and Rescue Services covered by this Agreement shall be subcontracted without the prior written consent of CITY. FVFD shall be as fully responsible to CITY for the acts and omissions of its subcontractors, and of persons, whether directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. FVFD may use qualified third parties at their sole discretion to provide facility maintenance, equipment maintenance, administrative services and other non Fire and Rescue functions.

(f.) **Assignment.** FVFD shall not assign, sublet, or transfer its interests in this Agreement without the prior written approval of CITY; provided, however, that claims for money due, or to become due, FVFD from CITY under this Agreement may be assigned to a bank, trust company, other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to CITY.

(g.) **Successors.** CITY and FVFD each binds itself, its successors, executors, administrators, and assigns, to the other party in respect to all covenants of this Agreement, unless otherwise excepted herein.

(h.) **Venue.** Venue for any lawsuit involving this agreement shall be in Galveston County, Texas.

(i.) **Choice of law.** This Agreement is governed by the laws of the State of Texas.

(j.) **Entire Agreement.** This Agreement constitutes the entire agreement between CITY and FVFD as it relates to Emergency Medical Services, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.



- (k.) **Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- (l.) **Survival.** Any provisions which by their terms survive the termination of this Agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- (m.) **Notices.** Each notice to CITY shall be sent to the designated CITY Representative and each notice to FVFD shall be sent to the designated Representative as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail.
- (n.) **Benefits.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- (o.) **Amendments.** This Agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- (p.) **Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (q.) **Multiple Copies.** This Agreement may be executed in multiple counterparts each of which constitutes an original.
- (r.) **Article and Section Headings.** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- (s.) **Misspelled Words.** Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (t.) **Include.** The use of terms include, such as or similar shall be non exhaustive and mean including but not limited to.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written on this Agreement.

**CITY OF FRIENDSWOOD, TEXAS**

BY: \_\_\_\_\_  
Morad Kabiri  
City Manager

ATTEST:

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Melinda Welsh,  
City Secretary

**FRIENDSWOOD VOLUNEER FIRE DEPARTMENT  
INC. Fire and Rescue Services**

By: \_\_\_\_\_  
Gregory D. Otto\_  
President, Board of Directors

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****OFFICE  
USE ONLY**

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Friendswood and the person meets the requirements under Section 176.006(a).

By law this questionnaire must be filed with the City Secretary of the City of Friendswood not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date  
Received:

1. **Name of person who has a business relationship with the City of Friendswood.**

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or other business relationship.**

\_\_\_\_\_  
Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes \_\_\_\_\_

No \_\_\_\_\_

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Friendswood?

Yes \_\_\_\_\_

No \_\_\_\_\_

- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes \_\_\_\_\_

No \_\_\_\_\_

- D. Describe each employment or business relationship with the local government officer named in this section.

4.

\_\_\_\_\_  
Signature of person doing business with the government entity

\_\_\_\_\_  
Date

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding authorizing the City Manager to make amendments and execute a contract for Emergency Medical Services with the Friendswood Volunteer Fire Department.

Originating Department: Fire Marshal

Degree of importance: Critical

### SUMMARY / ORIGINATING CAUSE

On July 2, 2018, Council approved to award Ground Emergency Ambulance Service to the Friendswood Volunteer Fire Department. On September 9, 2018, Council approved an amendment to the FVFD contract to establish EMS billing. The current agreement for both Fire Fighting and Emergency Medical Services with the Friendswood Volunteer Fire Department will expire September 30, 2019.

The new contract with the Friendswood Volunteer Fire Department for Emergency Medical Services (EMS) will go into effect October 1, 2019 through September 30, 2022 with the ability to extend for two (1) year terms.

Expenditure Required: \$375,000 (\$1,455,000 less \$1,080,000 EMS billing revenue)

Amount included in FY20 Proposed Budgeted: \$375,000

Appropriation Required: \$0

Source of Funds: FY20 Proposed General Fund operating budget

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

By having a contract in place, EMS will continue to provide a high level of emergency services to the City of Friendswood.

### RECOMMENDATIONS

Staff recommends that Council authorize the City Manager to make amendments and execute a contract for Emergency Medical Services with the Friendswood Volunteer Fire Department.

### ATTACHMENTS

1. EMS contract 8-28-19 draft





**EMERGENCY MEDICAL SERVICES AGREEMENT  
BETWEEN FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT, INC.,  
AND THE CITY OF FRIENDSWOOD**

**Introduction:**

This Emergency Medical Services Agreement dated as of this \_\_\_\_ day of \_\_\_\_\_, 2019, is between the City of Friendswood, a home rule municipality, and Friendswood Volunteer Fire Department, Inc., a non-profit organization.

**Recitals:**

**WHEREAS**, emergency medical services are a public necessity for the citizens of Friendswood;

**WHEREAS**, the City of Friendswood (CITY) desires to contract with the Friendswood Volunteer Fire Department, Inc., to provide emergency medical services for its citizens; and

**WHEREAS**, Friendswood Volunteer Fire Department, Inc. (FVFD) has agreed to provide such services.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the CITY and FVFD contract and agree as follows:

**I.  
Service**

CITY and FVFD agree that all terms, rights, duties and obligations in regard to this Agreement for the provision of Emergency Medical Services and ambulance services (Services) shall be in accordance with Request for Proposal 2017-04, as amended, hereinafter referred to as "RFP," attached hereto as **Exhibit A** and incorporated herein for all purposes, FVFD's Response to the City's RFP, attached hereto as **Exhibit B** and incorporated herein for all purposes, and this Agreement. In the event of conflict between any documents, if the CITY and FVFD can't reach a mutually agreeable solution, the resolution of conflict shall be made by ranking the documents in the following order, with the highest rank first:

- a) Applicable Federal and State laws, rules and regulations;
- b) Any applicable City Ordinance or Resolution;
- c) This Agreement;
- d) City's Request for Proposal 2017-04, as amended; and
- e) FVFD's Response.

CITY waives requirement in City's Request for Proposal 2017-04, as amended requiring FVFD to provide a Performance Bond.

It is hereby agreed by and between the CITY and FVFD that FVFD will furnish and provide ground emergency medical services as further described herein for all areas located within the corporate limits of

the City of Friendswood, Texas, more particularly described in the **Service Area Map with Districts** attached hereto as **Exhibit C** and made a part hereof for all purposes (Services).

## **II. Responsibilities of FVFD**

FVFD shall:

- (a.) Be responsible for all 9-1-1 EMS classified calls in the CITY twenty-four (24) hours per day, seven (7) days a week, with two (2) MICU equipped ambulances, each staffed with two (2) personnel, consisting of a Paramedic and either an EMT (or higher) or volunteer ECA (On Duty Ambulance) and one (1) 24 hour off the truck EMS Supervisor (Supervisor) to provide emergency medical services within the CITY in accordance with this Agreement, all applicable laws and Texas Department of State Health Services regulations;
- (b.) Use the reserve ambulance in case an ambulance is out of service for reasons such as mechanical breakdown, maintenance or when call volume or nature require resources beyond the two (2) On Duty Ambulances.
- (c.) FVFD shall maintain auto-aid and mutual aid inter-local agreements and volunteer callout to request additional response capability should temporary resource overload persist, noting the availability of these options cannot be guaranteed.
- (d.) Provide mutual aid per mutual aid inter-local agreements noting the FVFD shall not permit the available staff ambulance to leave the City for mutual aid except for; i) obligated performance in auto-aid agreements; and ii) mass casualty incidents or state responses for which alternative options such as mutual aid shall be established to ensure CITY response is available;
- (e.) Respond to law enforcement requests for stand-by and fire department requests for stand-by when dispatched,
- (f.) Provide on-site emergency medical services at CITY events as described in Section XXVII;
- (g.) Provide blood draws for Friendswood Police Department/DWI incidents.
- (h.) Maintain its license as a licensed emergency medical service provider and require all personnel to maintain valid certifications to ensure compliance with the Texas Department of State Health Services and allow CITY access to inspect records to verify said compliance;
- (i.) Ensure and maintain a contract providing a Medical Director, medical controls and all medical protocols as required by the State of Texas and provide on-going in-service training programs and internal controls to ensure protocol compliance;
- (j.) Maintain a set of procedures and protocols related to Services and said protocols and procedures shall be adjusted to improve Services (e.g., improve care, incorporate learnings, new methods, address risks, increase efficiency) and reviewed with CITY.

- (k.) Maintain and pay fees for any and all required federal, state and local licenses and permits required to perform the duties and responsibilities described in this Agreement;
- (l.) Employ and manage adequate levels of qualified personnel (e.g., paid staff and volunteers) required for operations, supervision, management, and support and make all appropriate withholdings and payments for all personnel required by the FVFD to perform Services;
- (m.) Within one (1) month of the effective date of this Agreement, provide evidence that 100% of its personnel have received NIMS 100, 200, 700 and 800 certifications and in addition EMS Chiefs and Supervisors will have NIMS 300 and 400. Provide FVFD personnel with training and certification as required by the Texas Department of State Health Services and provide in-service and continuing education training required of ambulance personnel and its staff as required for "Services";
- (n.) Ensure FVFD personnel act in a courteous, professional and safe manner during the performance of this Agreement;
- (o.) Maintain and implement a procurement policy, which shall comply with City obligations as required by law for FVFD owned equipment and supplies.
- (p.) Comply with FEMA's federal procurement requirements and guidelines for purchasing all expenses associated with a disaster;
- (q.) Submit to CITY monthly reports as required for local, State and National reporting including Incident List by Address, Incident List by Date/Time, Incident Type Report- Detail and Summary, Mutual Aid Responses by Incident, Incomplete data report, Missing or unused Incident numbers report, Performance Standard (response time) Reports, Hospital destination by name report, Hospital choice report, call volume, response times and other quality assurance measures determined by the CITY to the extent they can be automatically produced and not require additional resources;
- (r.) Provide commercial general liability insurance, professional medical liability insurance, automobile liability insurance, and worker's compensation insurance as more specifically set forth in Section IXXX;
- (s.) Provide inspection and maintenance of ambulances to maintain compliance with Texas Department of State Health Services requirements;
- (t.) Maintain equipment and vehicles in accordance with manufacturer or industry maintenance practices including furnishing of consumables (e.g., fuel, lubricants, batteries).
- (u.) Use reasonable care to prevent damage to City-owned equipment and vehicles;
- (v.) Submit preliminary annual budget and capital expenditure plan for Services to the CITY no later than April 15<sup>th</sup> and final budget and capital expenditure plan by June 15<sup>th</sup>.
- (w.) Manage the of FVFD corporate finances (e.g., income, liabilities and expenditures) to deliver Services and supporting administrative activities.

- (x.) Complete an annual financial audit, conducted by an independent certified public accounting firm, of CITY provided funds. The audit shall meet accounting principles generally accepted in the United States (U.S. GAAP);
- (y.) Participate in regional planning and adhere to all regional plan guidance;
- (z.) Provide a liaison to be the primary point of contact with the CITY;
- (aa.) Provide information as needed to the City in responding to Texas Public Information Act requests for records;
- (bb.) Participate in the CITY's EMS billing as described in Section XXVIII;
- (cc.) Provide radio accessories including holsters and batteries for radio equipment provided by City.
- (dd.) Comply with Equal Opportunity laws and provide employees with a work environment free of discrimination and harassment.
- (ee.) Participate in a governance and reporting process with CITY including quarterly contract status meetings to review performance and compliance, address issues and risks, develop improvement opportunities, recognize successes and foster relationship.

### **III. Responsibilities of the City of Friendswood**

CITY shall provide the following to FVFD:

- (a.) Use of CITY fire stations as working space or working facility, including space for administrative and leadership personnel and the use of sleeping/living quarters suitable for mixed gender staff, however, FVFD shall not use or occupy a City fire station in a manner that unduly impedes access by City officers or employees for the inspection, maintenance or improvement to such facility or for any other purpose deemed necessary by CITY;
- (b.) The use of three (3) ALS ambulances with Mobile Intensive Care Unit (MICU) capabilities, including all equipment required by the Texas Department of State Health Services and six (6) Medic vehicles, including light duty utility vehicles such as SUV's and pickup trucks.
- (c.) 9-1-1 Dispatch services in the CITY by the Friendswood Police Department Communications Division; and
- (d.) Compensation for the performance of ground emergency medical services provided to CITY, pursuant to the terms and conditions of this Contract, with said compensation more fully described in Section XIV.
- (e.) Provide radios and radio services as described in Section IV.

(f.) Capital Equipment required for Services unless FVFD agrees to fund via alternative sources (e.g., FVFD donations) and further described in Section IXX.

(g.) City agrees to place an item before Council for possible approval an increase to the FVFD's volunteer pension contributions with Texas Emergency Services Retirement System (TESRS). A contract amendment is required between the City and (TESRS). The increase to FVFD's funding of volunteer pension contribution is planned to occur at least every two (2) years.

#### **IV. Communications and Dispatch**

FVFD will utilize standard industry radio communications at all times. All units must be equipped with a current approved radio capable of communicating directly with the CITY Police Department, Fire Department and Office of Emergency Management. All personnel on scene must be equipped with an appropriately programmed hand-held radio. Radios must be programmed with an approved template (e.g., codeplug) provided by the Friendswood Office of Emergency Management to provide inter-operative communications.

FVFD and City Dispatch will agree to protocols and procedures required for Services pursuant to this Agreement, including the following:

The Friendswood Police Department will be responsible for the original notification and continued communication of information that it receives into the Telecommunications Center. The dissemination of that information will be in the following protocol:

1. The primary form of incident notification (the alerts for a call for service) and incident data for service for the FVFD will be through radio communications and/or the use of radio tones. This notification will be sent out by the Police Department's Telecommunications Center via the Police Department's radio communications equipment to 700/800 MHz Motorola Apex radios and Motorola Minitor VHF (151.445/159.225 frequency) pagers. These radio and pager systems are intrinsically reliable and provide the responding Fire and EMS personnel with the most essential first responder information.
2. The secondary form of incident data information will be through the Police Department's CAD system. EMS vehicles that are primary response vehicles shall be equipped with City approved computer equipment and software licenses to receive this information.
3. The additional method of incident notification and incident data information will be through FVFD sponsored third-party applications, where members can subscribe to e-vendors for EMS call information and notifications on their personnel mobile devices. It will be at the discretion of the FVFD leadership what applications are utilized and in what manner. The application needs to be approved by the League City Consortium and any change in vendors needs to be communicated with the City. The use of these applications must be reviewed/audited at least quarterly to ensure functionality, membership status, and the accuracy of contact information within the application.



4. A data transfer interface will be provided to allow CAD call information to be populated into incident reporting systems including those used for state reporting (e.g., FireHouse) & EMS Billing (e.g., EPCR - Electronic Patient Care Reporting).

CITY shall provide:

- Portable and mobile radios with remote speaker microphones and one battery
- Minitor VHF pagers for call notification
- Means for incident data transmission to include: terminals and operating licenses

FVFD will provide:

- Radio/pager related equipment, accessories, batteries
- Repair and replacement of damaged and lost communications equipment
- Administrative control by City of any 3<sup>rd</sup> party application
- Licenses for any 3<sup>rd</sup> party applications

## **V.**

### **Response Times and Calculations**

FVFD will place a MICU equipped ambulance (e.g., On Duty Ambulances) at the scene of an in-district emergency request within 7 minutes 59 seconds (7:59) on not less than ninety percent (90%) of all emergency dispatch response requests when an ambulance is available in district (Response Target). An in-district emergency request is one where there is an available ambulance in the respective response districts (e.g., Station 1 District, Station 4 District).

For all emergency service, the response target time clock starts at “call dispatched” (the second the Dispatch Center notifies FVFD via radio of the call). For all requests, “arrival on scene” shall be the time a MICU equipped ambulance arrives on scene. Exception, when the in district On Duty Ambulance is unavailable, a medically equipped supervisor vehicle may be considered as the first unit arrived.

Instances when the ambulance fails to report “at scene”, the time of the next communication with that ambulance shall be used as the “at scene” time. However, FVFD may adjust such instances when it can document the actual arrival time through another means, including Fire Department and Police Department reports, GPS or communications tapes. All response times shall be measured in minutes and seconds, not whole minutes.

## **VI.**

### **Default for Chronic Failure and Response Time Exemptions**

The Parties understand that isolated instances may occur in which the FVFD does not meet the Response Target, however, chronic failure resulting from factors within FVFD control to comply with the response target time standards may constitute default of this Agreement. Chronic failure is defined as the failure of FVFD to meet the Response Target for reasons within FVFD control in any three (3) out of five (5)

consecutive calendar month period. Each month, CITY shall review response times to determine if FVFD has met the Response Target of all emergency dispatch response requests.

Examples of factors contributing to delayed response time or factors outside FVFD control which be reasons to exclude call response from performance calculations include:

- Actions taken by FVFD to mitigate safety risk of FVFD or other parties;
- Simultaneous calls where On Duty Ambulances are committed to another call;
- Cross response district responses which shall target 10 minutes to allow for extra travel time;
- Weather (e.g., rain, fog, ice);
- Traffic (e.g., congestion, school zones, accidents, construction);
- Non-emergency response due to request or call evaluation (e.g., death confirmation, calls to stage);
- Mutual aid; and
- Scenarios referred to in Section VII.

## **VII. Disaster Response Management**

There may be extended periods when unusual factors outside the control of FVFD that will prevent achievement of the Response Target. Within 24 hours of this period, FVFD shall notify the City Fire Marshal on the situation and actions taken to optimize response capability for the situation and routine 9-1-1 Emergency Calls. Where possible, FVFD will notify City Fire Marshal prior to response. Examples of such situations include:

- Severe weather;
- Numerous simultaneous calls;
- City declared disaster;
- Mass casualty incident; and
- Mass casualty outside City boundaries where FVFD is requested to provide assistance.

If a disaster or other large-scale event is predicted or realized, FVFD and CITY shall work together to plan, prepare, manage and operate a joint response with CITY agencies and external agencies. FVFD will secure resources as available including calling in essential staff. Response and resource assignments will be made to manage the incident most effectively in accordance with the HSSE needs of FVFD and CITY personnel.

## **VIII. Independent Contractor**

At all times during the term of this Agreement, FVFD is an independent contractor, not an agent, servant or employee of the CITY. FVFD shall not in any event be deemed an employee or other representative of the City, nor shall the FVFD employees or volunteers hold themselves out as such. All employees of the FVFD shall at all times be considered as an employee of the FVFD and the FVFD will be solely liable for the payment of all wages and benefits made available to such employees in connection with their employment. In addition, it is expected and understood that the FVFD will be responsible at all times for the supervision and performance of their personnel. FVFD shall warrant that each employee and volunteer has been carefully screened as to character and fitness for the performance of his/her job. It is

mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between FVFD and CITY.

Nothing in this agreement shall prevent FVFD from establishing agreements with other parties for the provision of services by FVFD to the extent they do not interfere with Services to CITY. FVFD shall ensure said agreements are at fair market value and cover all costs of services and subsequently credit the costs of this Agreement. Prior to using CITY owned equipment and facilities, FVFD will make a proposal to CITY to address concerns and financial treatment.

## **IX. Term**

The initial term of this Agreement shall begin on October 1, 2019, and shall be in force and effect for three (3) years, ending on September 30, 2022. The Agreement may be extended for two (2) - one (1) year intervals upon mutual agreement of the governing body of both Parties.

## **X. Termination**

This Agreement may be terminated in the following ways:

- (a) After the initial term or agreed extensions of this Agreement has expired, CITY or FVFD may terminate this Agreement by giving the other party at least one hundred eighty (180) days prior written notice of the termination. FVFD must continue to provide service to the CITY during this time.
- (b) This Agreement may be terminated upon written, mutual agreement.

## **XI. Provisions for Early Termination by CITY**

The following actions, conditions or circumstances shall constitute default by FVFD and shall be cause for early termination of this Agreement by CITY, if after receipt of written notice of termination from CITY, FVFD's default continues for a period of ten (10) days after the receipt of said prior written notice by CITY. This ten (10) day period may be extended upon mutual agreement of both parties.

1. Failure in the performance of any requirement, term or condition required in this Agreement;
2. Material use of City provided funds and fees for reasons other than Services;
3. Failure of the FVFD to operate the service in a manner consistent with federal, state and local laws, rules and regulations;
4. FVFD supplying the CITY with false or misleading information with regard to records, documents or data kept for the purposes of determining FVFD's performance under the terms of this Agreement;

5. FVFD's deliberate and unauthorized scaling down of operations to the detriment of performance or level of service;
6. Failure to substantially and consistently meet the various clinical response standards provided for in this Agreement;
7. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute; or
8. Any negligent act or failure to act by FVFD, its agents, volunteers or employees that endangers the public health and safety of the citizens of the CITY during the performance of this Agreement.

## **XII.**

### **Provisions for Early Termination by FVFD**

The following actions, conditions or circumstances shall constitute default by CITY and shall be cause for early termination of this Agreement by FVFD, if after receipt of written notice of termination from FVFD, CITY's default continues for a period of ten (10) days after the receipt of said prior written notice by FVFD. This ten (10) day period may be extended upon mutual agreement of both parties.

1. Failure in the performance of any requirement, term or condition required in this Agreement.
2. Actions which prevent FVFD from providing Services unless a written waiver is provided by the CITY to the FVFD, i.e., City fails to provide equipment suitable to perform services required by FVFD or City's change to traffic flow or traffic signals prevents meeting performance standards.
3. CITY making false or misleading information with regard to FVFD performance.
4. Requiring FVFD to act outside of laws, ordinances, regulations.
5. Changes in local Ordinances to the contrary to the intent of this Agreement without an amendment to this Agreement.

## **XIII.**

### **Effects of Termination**

On the date of Termination, FVFD shall turn over to CITY and provide CITY access to all City-owned facilities and equipment, including but not limited to warranty information, maintenance paperwork, keys, key fobs, access codes, etc.

On the date of Termination, FVFD shall pay to CITY all funds received from CITY for that quarter and all net EMS billing revenue, minus the amount FVFD had used or committed for the provision of their services

until the date of termination upon written proof of legal commitment (e.g., contracts, invoices, official documentation) by FVFD.

If Termination is due to any reason other than FVFD default or with less than 180 day notice, CITY shall provide one additional month of personnel costs (e.g., salary, insurance, pension, unemployment, processing costs) and other Termination related costs incurred by FVFD. Costs associated with Personnel that transfer to the succeeding Service Provider without disruption or reduced total compensation (pay rate and benefits value) shall not be included in said one-month CITY funding obligation.

Upon notice of intent to Terminate this Agreement, Parties shall agree and implement a transition plan including:

1. Disposition of personnel including hiring by EMS service provider successor.
2. Review and modify other agreements impacted by Termination;
3. Review FVFD inventory and agree disposition of FVFD owned equipment and supplies including transfer to CITY, purchase by CITY and FVFD disposal;
4. Develop timeline and responsibilities of Termination and transition activities; and
5. Changes in Service delivery and performance expectations.

#### **XIV.**

#### **Payment by City for Ground Emergency Medical Services**

In consideration of the performance of the Services described herein, CITY shall pay FVFD the Annual Contract Value and Call Adjustment in quarterly payments where each quarterly payment is reduced by the preceding quarter's EMS net billing revenue received where net is to include refunds, billing service costs, and other agreed costs associated with EMS Billing, as full payment for services rendered for that quarter.

For the first year of this Agreement, the Annual Contract Value shall be equal to the amount initially approved in City's Adopted Budget for EMS.

For subsequent years, the Annual Contract Value shall be adjusted as specified in this Section.

FVFD will maintain and receive 100% of the EMS net billing revenue. Quarterly payments will be made on or before the 15th day of January, April, July and October of each calendar year during the initial term of this Agreement and each extension, if mutually agreed upon by the Parties.

For year two (2) of this Agreement, beginning October 1, 2020 through September 30, 2021, and each subsequent year of the initial term of this Agreement, CITY shall increase the portion of the preceding years Annual Contract Value for non-personnel related operational costs based on the CPI, at an amount not less than 2 ½ and not to exceed 3 ½ percent and increase the portion of the Annual Contract Value for personnel costs for salary and benefits based on the CPI, at an amount not less than 3 percent and not to exceed 4 percent.

An additional value will be made each year in the amount of \$10,000 per 100 EMS incidents over 3,000 incidents not including incidents that were cancelled in route or where care was provided solely by another EMS provider ("Call Adjustment"). The Call Adjustment shall round to the nearest hundred calls (e.g.,

2951 to 3050 is rounded to 3000 and 3051 to 3150 is rounded to 3100) and use the incident data from the preceding 12 months period of June 1 to May 31. The Call Adjustment shall be recalculated each year as part of the budget process.

Adjustments made per Section XV shall be applied prior to application of annual increases per this Section.

If laws and ordinances (e.g., labor, benefits, insurance, training, certifications) are enacted that increase FVFD costs to supply, the actual direct and indirect financial impact of said laws shall be added to the annual fee.

## **XV.**

### **Agreement Implementation and Transition of Obligations**

During the first year of Agreement, parties will review FVFD budget and CITY and FVFD obligations per Sections [Facilities] and [IT] and if said review identifies FVFD budget allowance that has delivered or is obligated to deliver then:

1. Adjustments to the FVFD remaining quarterly payment scheduled for the remainder of the year shall be made to account for said budget allowance which FVFD has not expended and City is to expend; and
2. A new adjusted Annual Contract Value basis shall be calculated for determining subsequent year compensation.

During the term of Agreement, if CITY and FVFD agree to transfer obligations, then:

1. Adjustments to the FVFD remaining quarterly payment scheduled for the remainder of the year shall be made to account for said budget allowance which current party has not expended and new party is to expend; and
2. A new adjusted Annual Contract Value basis shall be calculated for determining subsequent year compensation.

Within thirty days of Agreement becoming effective, FVFD shall transfer the balance of the Fire/EMS funds to City to be used in accordance with the purchase of capital equipment as defined in this Agreement. Said funds must be used for purchase of capital equipment pursuant to this Agreement.

## **XVI.**

### **Non-Appropriations Clause**

The CITY operates and is funded on a fiscal year basis; accordingly, the CITY reserves the right to terminate this Agreement without liability if funding for EMS Services is not available for future fiscal years. Termination of this Agreement will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.



**XVII.**  
**Annual Financial Audit and Records Inspection**

A written report describing the scope of the audit firm's testing of internal controls of financial transactions and reporting and compliance with generally accepted accounting principles (GAAP) and results of that testing should be within 180 day of close of FVFD fiscal year.

FVFD shall allow CITY or CITY's authorized representative to inspect at all reasonable times, FVFD records related to:

1. Financial and banking accounts related to City provided compensation;
2. Maintenance of City owned equipment, vehicles, facilities; and
3. Demonstration of compliance to the extent allowed by law and privacy practices.

**XVIII.**  
**Capital Equipment and its Maintenance**

CITY Capital Equipment shall be equipment with a purchase price or replacement cost in excess of \$5,000 that is purchased using funds paid by CITY to FVFD, purchased by CITY for FVFD or donated to the CITY for use by FVFD in the performance of this Agreement. CITY owns CITY Capital Equipment, titles to the equipment shall be in the name of CITY. FVFD shall provide routine and general maintenance of CITY Capital Equipment.

FVFD Capital Equipment shall be equipment with a purchase price or replacement cost in excess of \$5,000 that is purchased using FVFD funds received from sources other than City (e.g., donations, grants) or donated to the FVFD. FVFD owns FVFD Capital Equipment and shall provide routine and general maintenance of FVFD Capital Equipment.

In the event any individual repair or series of related repairs cost in excess of \$10,000 for non-budgeted capital equipment, the parties shall renegotiate a mutually agreeable solution.

CITY and FVFD shall jointly develop and maintain a Capital Equipment Schedule for:

1. Purchase and replacement of fleet light duty utility vehicles with a cost up to \$100,000 utilized by FVFD for the performance of this Agreement which shall be based on expected useful life cycle(s),
2. Purchase and replacement of capital equipment utilized by FVFD for the performance of this Agreement which shall be based on expected useful life cycles, and
3. Other capital purchases utilized by the FVFD for the performance of this Agreement.

CITY and FVFD shall jointly develop and maintain an Apparatus Schedule for the purchase replacement, rehabilitation of Ambulances and other vehicles with a cost in excess of \$100,000 based on expected useful lifecycles.

Changes to Capital Equipment Schedule and Apparatus Schedule will be reviewed annual by both parties to insure accurate cost and response needs are aligned.

If an accelerated purchase is needed (e.g., beyond repair vehicle), and a matching deferral is not identified, CITY shall process as an out of budget request per CITY policy.

Capital equipment shall be the equivalent to the existing equipment as updated to current year (e.g., safety requirements). Reductions in capability or specifications require FVFD approval.

## **IXX. Procurement of Capital Equipment**

CITY shall purchase equipment per the Capital Equipment Schedule and Apparatus Schedule.

CITY shall create a FVFD Fire/EMS Vehicle & Capital Equipment Replacement Fund based on the fifteen-year value of the Capital Equipment Schedule and shall use the transfer of the Fire/EMS fund to create an initial account balance less any funds used during the first year of this Agreement.

CITY shall fund the purchase of Capital Equipment using a combination of:

- Waterbill donations which the CITY shall retain on receipt for said purpose;
- General Fund;
- Tax funded Debt Service;
- FVFD Fire/EMS Vehicle & Capital Equipment Replacement Fund; and
- Fund Balance.

For items purchased per the Capital Equipment Schedule and Apparatus Schedule, FVFD shall:

- Define specifications and requirements;
- Assist City in completing procurement process (e.g., RFP, Purchase Orders);
- Monitor manufacture and delivery;
- Provide final acceptance; and
- Put into service.

For FVFD Capital Equipment, FVFD shall manage the procurement process.

## **XX. Non-Capital Equipment and Supplies**

FVFD shall purchase FVFD owned equipment and supplies using annual fee funds or other sources (e.g., donations, grants) in compliance with FVFD procurement policy. To the extent allowed by law, FVFD shall be allowed access to and use of purchasing contracts developed by the City, the State of Texas, HGAC or other purchasing cooperatives available to the CITY, when it is reasonable and prudent to do so. For equipment with a title (e.g., vehicles, boats), FVFD shall title said equipment in CITY's name.

FVFD shall provide routine and general maintenance and repairs of all non-capital equipment and supplies.

## **XXI. Disposition of Surplus Property**

CITY Capital Equipment in the possession of the FVFD that has reached the end of its useful life shall be disposed of pursuant to CITY's policies and procedures. All funds received from disposition of surplus equipment shall be deposited into the FVFD Fire/EMS Vehicle & Capital Equipment Replacement Fund.

## **XXII. Inventory**

FVFD shall maintain inventory of:

- City Capital Equipment under FVFD control;
- FVFD Capital Equipment;
- Equipment and supplies with a value of \$2,500 or greater; and
- Restricted access supplies where tracking is required (e.g., narcotics).

Inventory list shall be available to CITY for review.

## **XXIII. Use of City's Facilities**

CITY shall allow FVFD, its Personnel, the use of CITY fire stations as working space to perform services pursuant to this Agreement, including the use of sleeping/living quarters suitable for mixed gender staff, however, FVFD shall not use or occupy a City fire station in a manner that unduly impedes access by City officers or employees for the inspection, maintenance or improvement to such facility or for any other purpose deemed necessary by CITY.

During emergency situations, other entities such as the National Guard and other emergency personnel shall be able to use CITY facilities, including fire stations.

FVFD cannot make any changes to the CITY facilities that require a City Permit or impact CITY facility maintenance and repair scope (e.g., flooring) without the prior written consent of the CITY.

FVFD may implement a dorm resident program for which dorm agreement will be reviewed with CITY and CITY will be notified of changes in participation.

FVFD sponsored use of the fire stations has priority and non FVFD sponsored usage of fire stations will be allowed to the extent it doesn't interfere with FVFD sponsored use. CITY sponsored events as approved by CITY may use fire stations. FVFD will seek CITY direction for use of fire stations by non FVFD and CITY entities.

## **XXIV. Maintenance and Repair of City's Facilities**

FVFD shall provide daily facility maintenance and repairs that do not require a professional state license to perform, including the maintenance and repairs to:

1. Bay doors;
2. Replaceable light bulbs;

3. Furniture;
4. Bay refrigerators;
5. Small appliances and equipment
6. Television, audio and visual systems;

FVFD shall be responsible for the specific contents and equipment that is necessary for the operations of the emergency medical services, including vehicle chargers electronics, refrigeration for medications and

FVFD shall be responsible for providing cleaning and janitorial services at least once a week.

CITY shall be responsible for the facility structure, concreted surfaces and exterior shell.

CITY shall provide maintenance services and repairs that require a professional state license to perform, such as alarm systems, heating including bay heaters, air conditioning, plumbing, electrical, fire sprinklers, irrigation and generators.

CITY shall provide:

1. landscaping services.
2. standard facility utilities including gas, water and electricity.
3. Oily water separator maintenance and disposal of waste.
4. Replacement of air conditioning filters

CITY shall be responsible for the

1. Flooring in the facility,
2. Water heaters
3. Indoor refrigerator
4. Dishwasher
5. Ice machines
6. range and hood system; and

Within 24 hours of notice from FVFD, CITY shall respond and provide repair per their obligations that prevent FVFD from performing the services described in this Agreement or present a health, safety, security or environmental risk.

When there is a minimal impact (e.g., able to mitigate, able to absorb, non HSSE) to FVFD's operations, and the repair requires a state license to perform, CITY shall make repairs within 2 business days or as otherwise agreed with FVFD, subject to availability to budgeted funds, compliance with state procurement laws and City Council approval.

When there is no impact to FVFD's operations, and the repair requires a state license to perform, CITY shall make repairs within 2 weeks or as otherwise agreed with FVFD, subject to availability to budgeted funds, compliance with state procurement laws and City Council approval.

To the extent FVFD has made timely notification to CITY and taken reasonable mitigations for facility issues, to the extent allowed by law, FVFD shall be held harmless for incomplete repairs with respect to:

- impacts to Services to the extent FVFD has taken reasonable measures to mitigate; and

- Subsequent damages (e.g., broken plumbing water damage).

CITY shall have access to common areas of facilities at all times. CITY shall notify FVFD if access is required to restricted areas (e.g., supply rooms, offices, dorm rooms, records storage). CITY may make immediate access to any portion of facility to address imminent threats to facility, contents or further damage (e.g., broken water pipe leaking in a restricted area).

FVFD owns and has sole right to all FVFD data and information except required for CITY reporting obligations, as provided through agreed reporting and EMS Billing system.

To extent required by law, CITY shall have access to data as required to meet CITY legal and reporting obligations. FVFD shall provide this data or provide a method to access this data.

CITY has no right to access, possess, view FVFD owned data without written permission from FVFD President regardless if said data resides on City owned equipment. Should CITY personnel become in unauthorized possession or view of FVFD data, FVFD shall be immediately notified. Facility and IT activities performed by the CITY as part of this Agreement shall constitute authorized permission to view data as required to perform those activities (e.g., resolving application IT issues) including the potential to view data that is left out with the potential for accidental view (e.g., left on a desk where facility work is being done).

FVFD and CITY are responsible for maintain compliance with data privacy laws (e.g., HIPPA) and best practice confidentiality.

## **XXV.**

### **IT Systems, Telecommunications and Security Systems**

The City of Friendswood Information Technology (COF IT) division shall provide, administer and maintain IT systems at each City facility provided for FVFD performance of this Agreement including:

1. Wired and WiFi network infrastructure including IP addressing and VLANs;
2. Phone systems including walk up emergency call boxes and intercoms;
3. Firewalls and other security mechanisms; and
4. Battery backup for critical network infrastructure

COF IT shall provide, administer, backup, license and maintain servers for:

1. Primary and domain controllers and associated services including DHCP, DNS and file sharing;
2. Hosting of FVFD incident call reporting system (e.g., Firehouse) and other agreed applications; and
3. Other agreed applications.

COF IT shall provide a connectivity for:

1. FVFD assigned servers via wired connections at CITY data center;

2. FVFD assigned telephones and related devices;
3. Access control and surveillance systems;
4. FVFD computers/desktops located at Station 1 and Station 4 capable of reaching FVFD assigned servers via wired and WiFi connections;
5. FVFD, personnel and guest devices via WiFi to access Internet (and not FVFD servers) at all FVFD assigned facilities with controls and monitoring at a minimal level to block in appropriate sites including pornography, sex, hate groups, terrorism, copyright infringement and illegal activities; and
6. FVFD remote access via fire station located firewall to access FVFD assigned networks and systems for Windows, MAC, Android and Apple devices.

COF IT shall maintain:

1. Fire station access control systems;
2. Video surveillance systems;

IT systems follow the structure of the CITY IT scheme.

FVFD shall have administrative access to systems as required to fulfill FVFD obligations and due diligence including at a minimum:

1. Read and record access to video surveillance;
2. Administer users, schedules, door status, roles and similar on access control.
3. File management on servers;
4. Administer accounts on servers as backup to Helpdesk or resolve access issues (e.g., Firehouse);
5. Monitoring of network infrastructure to assist in monitoring, diagnose and isolate of issues.

COF IT shall provide:

1. Helpdesk for COF IT accountable systems
2. Training on COF IT policies and cybersecurity
3. Management of FVFD provided Internet circuits.
4. Desktop computers with basic office software including MS-Office, anti-virus and anti-malware

FVFD shall obtain acknowledgement and approval from COF IT for any third-party provided IT services (e.g., software as a service) which require logical or physical interfaces with COF IT provided IT services to ensure no impact to integrity or security of COF IT systems.

FVFD and COF IT will jointly implement third-party IT services that interface with COF IT services with systems.



FVFD will provide information to COF IT on third party IT services for which COF IT support may or may not might be required, and the scope of that support would be agreed.

FVFD will provide use of existing equipment such as firewalls, switches and desktops in place.

FVFD will supply applications for internal use and where COF IT support is requested, FVFD shall supply COF IT an account with necessary entitlements.

Regardless of who is providing the desktop and laptop/tablet equipment, COF IT or FVFD, both Parties shall enforce HIPAA Cybersecurity best policies, following the NIST Cybersecurity framework and the Cybersecurity Practices for Small Health Care Organizations with City managed scheduled compliance audits.

A network vulnerability assessment and a cybersecurity baseline assessment shall be conducted prior to COF IT managing the network infrastructure and firewalls to create a reference point of progression.

COF IT shall provide a documentation repository (per the current State and/or Federal regulations of data retention) with FVFD full control access and CITY read only access to be used for FVFD to use in sharing information with CITY including reports, inventory, incident information and records.

COF IT shall provide FVFD the COF IT policies. COF IT reserves the right that the policies can be modified at any time. FVFD shall provide written acknowledgement that they are responsible for knowing and following the policies and procedures.

## **XXVI. Staffing and Operations**

FVFD is an independent contractor and is responsible for managing and operating the delivery of emergency medical services for the CITY. It is expected and understood that the FVFD will be responsible at all times for the supervision and performance of their Personnel. The Contractor shall warrant that each employee and volunteer has been carefully screened as to character and fitness for the performance of his/her job.

## **XXVII. Participation in Community Events**

FVFD shall provide at least one dedicated ambulance for City Sponsored events such as parades and holiday events. City and FVFD shall meet at least two (2) months in advance to coordinate FVFD participation at said events. FVFD will provide additional resources including bike medics and UTV at said events and other City events to the extent volunteers are available and the resource types are appropriate.

As agreed with a sponsoring party and FVFD, FVFD may elect to provide EMS services for non-City sponsored events including:

- Friendswood Independent School District sporting events; and
- privately sponsored functions.

Participation in said non-City sponsored events may utilize reserve FVFD and City owned equipment to the extent it does not impact primary coverage responsibilities.

FVFD will provide public awareness, public education and other public support programs including kids immunizations.

## **XXVIII. Billing**

### **THE CITY WILL:**

- A. Be responsible for the implementation and management of EMS Billing and EMS Billing Services Provider (“Provider”) including the assessment of ad valorem taxes, collection of donations made through utility bills, and contracting with service providers, billing, collection and revenues received from ambulance service fees.
- B. Have read-only access to Provider held accounts and documentation pertaining to EMS Billing.
- C. To the extent allowed by law, indemnify and hold harmless FVFD for any claims made with respect to the activities of the Provider or City related to EMS Billing. FVFD agrees that FVFD shall be held accountable for the data it provides to the City and Provider.
- D. Provide funding for any new direct costs incurred by FVFD related to the implementation and execution of EMS Billing.
- E. Establish costs and policies for EMS Billing.

### **THE FVFD WILL:**

- A. Provide the City and Billing Service Provider the documentation and information described under the Responsibilities of Client in Section 4a-4n of the “Agreement for Specialized Professional Ambulance Billing Services”, Pages 1, 4, 5 and 6 of that Agreement are attached hereto as **Exhibit D** and made a part hereof for all purposes.
- B. Maintain primary access to accounts-receivable related to EMS billing while providing read-only access to the City.
- C. Assign agreed City personnel as delegates with Medicare and other agencies for read-only access to EMS Billing related documentation.
- D. Maintain expertise through training in billing Medicare/Medicaid and other third-party payers of ambulance services.
- E. Continue to operate EMS Services under its own EMS License but not limited to including providing Emergency 911 care and transport, Continuing Education to FVFD personnel, supply

agreements or contracts, maintenance agreements or contracts, EMS License administration activities and routine EMS activities related to ongoing operations.

- F. Train FVFD's EMS personnel on completing accurate and complete documentation and information to be provided to the Provider and the billing procedures in order to assist in obtaining the information needed to maximize collections.
- G. Operate, manage and make available upon request to the City the data collection system in accordance with all City standards.
- H. Provide the City and Provider with accurately completed ePCRs using reasonable efforts to obtain and document on each ePCR a correct patient address or a correct patient telephone number and obtain the signature of the patient or responsible party and in case where above is not available document an explanation for the documentation deficiency.
- I. Take steps to coordinate the patient information with the hospital at transfer of patient care.
- J. Ensure all ePCRs are made available or transferred to the Provider electronically as soon as the FVFD deems the ePCR to be quality reviewed and complete.
- K. Follow a comprehensive compliance program for FVFD's EMS activities, particularly those related to documentation and the City's efforts in claims processing, billing and collection processes.
- L. Purchase and maintain information technology systems necessary to implement the ePCR system and interfaces to the Provider.
- M. Not use or further disclose protected health information other than as permitted or required by this Agreement and use appropriate safeguards and comply with all federal, state and local laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), its security and privacy rules and the Health Information Technology and Clinical Health Act, ("HITECH Act.")
- N. Provide insurances including liability and automotive consistent with FVFD's obligations under this Agreement and not in conflict or duplication with City's provision of insurance.
- O. Provide equipment and supplies required for EMS Services not legally required to be provided by City using funding methods as between Parties.

**PERFORMANCE EXPECTATIONS INCLUDE:**

- A. Data collection system shall include, but not be limited to, the following generally described sources:
  - 1. A uniform dispatch report form to the City's specifications utilizing CITY's dispatching system;
  - 2. A uniform 'electronic patient care report' form ("ePCR"); and
  - 3. Continuing education and certification records documenting required training compliance.

- B. FVFDs' EMS personnel are responsible to obtain the minimum information required on a patient care form in order for it to be accepted by the City's ambulance billing service and shall include either:
  - 1. Correct name, or
  - 2. Correct social security number with a correct date of birth, and
- C. Regardless of whether or not a transport occurs ensure an ePCR is completed for each patient for whom care is rendered at the scene by FVFD.
- D. The Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers (Federal Register, Vol. 68, No. 56, March 24, 2003), or any updated version that may supersede this guidance.
- E. Parties will mutually agree and document in writing how to address details, conflicts, gaps, overlaps and other issues related to the implementation of these provisions.

#### **IXXX.**

#### **Insurance and Indemnity**

(a.) Throughout the term of this Agreement and any extensions thereof, FVFD shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to the City of certificates of insurance written by one or more insurance companies with a best rating of "A" or better, licensed to do business in the State of Texas and acceptable to the City of Friendswood. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or re-insuring these policies. Insurance requirements shall remain in effect throughout the term of this agreement. The City of Friendswood shall be an additional insured on all policies, except worker's compensation and professional liability.

(b.) Policies other than the Workers' Compensation Insurance shall name the City, its agents, officials, officers and employees as additional named insured. The City must receive at least thirty (30) days' prior written notice of any expiration, cancellation, non-renewal or material change in coverage of FVFD's insurance coverage. Nothing shall absolve FVFD of this requirement to provide notice.

The following coverage shall be provided for all vehicles, boats and specialty equipment trailers:

- 1. Commercial general liability insurance, including but not limited to, bodily injury property damage and personal injury, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage shall be on "an occurrence basis," and the policy shall include broad form property damage coverage, contracted liability, and fire legal liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, unless otherwise stated by exception herein.

2. Professional medical liability insurance including errors and omissions with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of no less than Two Million and 00/100 Dollars (\$2,000,000.00).
3. Automobile Liability with a One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage of per occurrence.
4. "NO REPRESENTATION OF COVERAGE ADEQUACY"

By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect FVFD. The City reserves the right to review any and all insurance policies and/or endorsements cited in the Agreement, but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve FVFD from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 5. WORKER'S COMPENSATION INSURANCE

Worker's compensation coverage and policy, in compliance with the State of Texas. The Workers' Compensation policy must waive subrogation rights.

#### **(c.) INDEMNIFICATION**

**FVFD AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM ANY CLAIM, LOSS, DAMAGE, CAUSES OF ACTION, SUITS 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, ARISING OUT OF, OR IN CONJUNCTION WITH THE WORK DONE BY OR CAUSED BY, OR ANY ACT OR OMISSION OF FVFD, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN PERFORMING ITS OBLIGATION UNDER THIS AGREEMENT REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY.**

(d) **Waiver of Subrogation.** FVFD further agrees to waive any and all claims and suits covered by this indemnity provision and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the CITY, its officers, agents, or employees. **Workers' compensation and professional liability insurance policies will provide a waiver of subrogation in favor of the City.**

(f) All insurance policies shall be subject to the examination and approval of CITY for adequacy as to form and content, form of protection, and insurance company. FVFD shall furnish to City Manager certificates or copies of the policies, plainly and clearly evidencing such insurance, within ten (10) days after execution of the Agreement and thereafter new certificates or policies prior to the expiration date of any prior certificate or policy. All policies or certificates required herein shall also state that such

insurance shall not be canceled or changed in limits by endorsement without a minimum of thirty (30) days advance notice in writing to CITY.

**XXX.**  
**Events that Trigger Renegotiations**

CITY AND FVFD agree the following events or circumstances shall require both parties to renegotiate Agreement noting no changes take place until an amendment is executed:

- (a) The need for additional permanently-staffed ambulances;
- (b) FVFD's need to outsource Human Resources (HR) management or hire dedicated HR staff;
- (c) FVFD's inability to manage operational and personnel costs within the annual budget;
- (d) FVFD's need for more than two (2) full time paid administrative personnel with respect to the staff across agreements related to Fire and EMS services with the City; and
- (e) In ability to replace the EMS Chief with a qualified volunteer if said position is vacated.

**XXXI.**  
**Miscellaneous**

(a.) **Tax Certification.** FVFD hereby certifies that it is not delinquent in the payment of any taxes owed to CITY or that it will pay any taxes owed to CITY so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the Agreement at the option of CITY.

(b.) **Offset of Other Debts Against CITY.** FVFD agrees that CITY is entitled to counterclaim and offset against any debt, claim, demand, or account owed by CITY to FVFD, pursuant to this Agreement, for any debt owed to CITY, other than for arrearage of taxes. CITY may withhold from payment under this Agreement an amount equal to the total amount of debts owed to CITY by FVFD. CITY may apply the amount withheld to the debts owed to CITY by FVFD until said debts are paid in full.

(c.) **Representatives and notices.**

- i. CITY representative. The Fire Marshal for the CITY, and such other and additional persons as CITY may designate, shall be CITY's representative(s) and shall act for CITY in all matters concerning this agreement, including transmittal of instructions, receiving information, and interpreting and defining City policies and decisions with respect to the materials, equipment, elements, and systems of the project. CITY shall not be bound by the actions or representations of any other employee(s) or agent(s) of CITY.
- ii. FVFD representative. The President of FVFD and such other and additional persons as President may designate shall be the FVFD representative and shall act for FVFD in all matters concerning this agreement, including transmittal of instructions and receiving information. FVFD shall not be bound by the actions or representations of any other employee(s) or agent(s) of FVFD.
- iii. Notices. Notices shall be sent to:



**CITY:**  
City Manager  
910 S. Friendswood Drive  
Friendswood, Texas 77546

**FVFD:**  
President  
1610 Whitaker Drive  
Friendswood, Texas 77546

(d.) **Compliance with Laws.** FVFD shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

Pursuant to Texas Government Code Sec. 2252.152, FVFD is not a company engaged in business with Iran, Sudan and does not have contracts with or provide supplies or services to a foreign terrorist organization.

(e.) **Subcontracting.** None of the EMS Services covered by this Agreement shall be subcontracted without the prior written consent of CITY. FVFD shall be as fully responsible to CITY for the acts and omissions of its subcontractors, and of persons, whether directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. FVFD may use qualified third parties at their sole discretion to provide facility maintenance, equipment maintenance, administrative services and other non EMS functions.

(f.) **Assignment.** FVFD shall not assign, sublet, or transfer its interests in this Agreement without the prior written approval of CITY; provided, however, that claims for money due, or to become due, FVFD from CITY under this Agreement may be assigned to a bank, trust company, other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to CITY.

(g.) **Successors.** CITY and FVFD each binds itself, its successors, executors, administrators, and assigns, to the other party in respect to all covenants of this Agreement, unless otherwise excepted herein.

(h.) **Venue.** Venue for any lawsuit involving this agreement shall be in Galveston County, Texas.

(i.) **Choice of law.** This Agreement is governed by the laws of the State of Texas.

(j.) **Entire Agreement.** This Agreement constitutes the entire agreement between CITY and FVFD as it relates to Emergency Medical Services, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

(k.) **Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(l.) **Survival.** Any provisions which by their terms survive the termination of this Agreement shall bind its legal representatives, heirs, and assigns as set forth herein.

- (m.) **Notices.** Each notice to CITY shall be sent to the designated CITY Representative and each notice to FVFD shall be sent to the designated Representative as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail.
- (n.) **Benefits.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- (o.) **Amendments.** This Agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- (p.) **Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (q.) **Multiple Copies.** This Agreement may be executed in multiple counterparts each of which constitutes an original.
- (r.) **Article and Section Headings.** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- (s.) **Misspelled Words.** Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (t.) **Include.** The use of terms include, such as or similar shall be non exhaustive and mean including but not limited to.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written on this Agreement.

**CITY OF FRIENDSWOOD, TEXAS**

BY: \_\_\_\_\_  
Morad Kabiri  
City Manager

ATTEST:

\_\_\_\_\_  
Melinda Welsh,  
City Secretary

**FRIENDSWOOD EMERGENCY MEDICAL  
SERVICES, INC.**

By: \_\_\_\_\_  
Gregory D. Otto  
President, Board of Directors

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****OFFICE  
USE ONLY**

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Friendswood and the person meets the requirements under Section 176.006(a).

By law this questionnaire must be filed with the City Secretary of the City of Friendswood not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date  
Received:

1. **Name of person who has a business relationship with the City of Friendswood.**

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or other business relationship.**

\_\_\_\_\_  
Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes \_\_\_\_\_

No \_\_\_\_\_

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Friendswood?

Yes \_\_\_\_\_

No \_\_\_\_\_

- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes \_\_\_\_\_

No \_\_\_\_\_

- D. Describe each employment or business relationship with the local government officer named in this section.

4.

\_\_\_\_\_  
Signature of person doing business with the government entity

\_\_\_\_\_  
Date

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/22/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding authorizing the City Manager to execute an interlocal agreement with the City of League City to complete a flood mitigation plan for Lower Clear Creek and Dickinson Bayou.

Originating Department: City Manager

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

As Council is aware, staff has been in discussions with the City of League City on a watershed flood mitigation study for Clear Creek and Dickinson Bayou. The City of League City is spearheading a joint project with the US Army Corps of Engineers and Freese and Nichols, Inc - - a an engineering firm - - to complete a flood mitigation plan for the watershed. The cost of Phases 1, 2, and 3 is approximately \$1.5M, of which Friendswood share would be \$40,220. The attached interlocal agreement outlines the services rendered for the project deliverables.

Expenditure Required: \$40,220

Amount Budgeted: \$0

Appropriation Required: \$40,220

Source of Funding: Unassigned General Fund Balance

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This is not Friendswood's first foray into studying the watershed in an effort to determine which projects provided the biggest benefit to reduce flooding in major storm events. A similar effort was undertaken by the City and the Drainage Subcommittee in partnership with Rice University.

However, this effort is the next step required for further engineering activity related to the City's efforts to improve drainage. With the US Army Corps of Engineers involvement, projects scoped as part of this interlocal agreement will have a significantly better chance at securing Federal partnerships.

### RECOMMENDATIONS

Staff recommends Council approve the interlocal agreement as drafted, and authorize the City Manager to execute it.

### ATTACHMENTS



1. Flood Mitigation Plan - Interlocal Agreement with League City

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF FRIENDSWOOD AND CITY OF LEAGUE CITY  
REGARDING COST SHARING FOR THE DEVELOPMENT OF  
A FLOOD MITIGATION PLAN FOR LOWER CLEAR CREEK & DICKINSON BAYOU**

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§  
§

This Interlocal Agreement (the “Agreement”) is entered on the date indicated below between the City of League City, Texas (“COLC”), a municipal corporation and the City of Friendswood (“Friendswood”) and known together as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act (the “Act”), as contract for government services related to roadway construction; and

**WHEREAS**, COLC has partnered with the U.S. Army Corp of Engineers (“USACE”) to develop a comprehensive flood mitigation plan for the area (the “Project”), with USACE focusing storm surges and COLC focusing on inland flooding; and

**WHEREAS**, COLC is requesting funding assistance from Friendswood and other local stakeholders to hire a professional consultant to prepare comprehensive flood mitigation plan for the area, which will also incorporate USACE’s storm surge research; and

**WHEREAS**, Friendswood has committed to providing funding for such a study; and

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms:

**TERMS**

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Project Description. The Project contemplated in this Agreement is shown in **Exhibit A**, which is attached and incorporated herein, and can be generally described as the development of a comprehensive flood mitigation plan for the Lower Clear Creek and Dickinson Bayou watersheds.
3. Term and Expiration of Services. This Agreement shall begin on the date of execution by both parties and shall continue until the Project is completed, which is estimated to be eighteen months after the notice to proceed is issued to the professional consultant.

4. Obligations of COLC.
  - 4.1. COLC as Project Manager. COLC agrees to serve as Project Manager on behalf of the Parties and administer a professional services agreement with the engineering firm of Freese and Nichols (the “Consultant”), who will be preparing the comprehensive flood mitigation plan.
  - 4.2. COLC Contribution. The total cost of the Project is estimated to be \$1,490,000. COLC agrees to provide an amount of up to \$637,563 toward Project costs. It is anticipated that various local stakeholders will also contribute funding for Project costs. The Parties agree that COLC’s final contribution amounts may decrease as other local stakeholders contribute funding to the Project.
  - 4.3. Kickoff Meeting. COLC will ensure that the Consultant will host an initial kickoff meeting to discuss planning goals and objectives, review the Project schedule and discuss deliverables and other relevant items. All local stakeholders who have contributed funding to the Project will be invited to the Kickoff Meeting.
  - 4.4. Progress Meetings. COLC will ensure that the Consultant will host periodic progress meetings to discuss the Project. COLC will ensure that the Consultant will prepare all meeting agendas, provide any necessary meeting materials (maps, documents, etc.) and draft minutes of the meetings. All local stakeholders who have contributed funding to the Project will be invited to the progress meetings.
  - 4.5. Access to Documentation. Upon request by Friendswood, COLC agrees to make available documentation in reasonable detail evidencing all Project Costs.
5. Obligations of Friendswood. Friendswood shall contribute \$40,220 to COLC for its share of the Project costs. Friendswood shall provide this funding in a lump sum payment to the City no later than September 30, 2019.
6. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
7. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party’s authorship of the Agreement or any portion thereof.
8. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.

10. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.
11. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
12. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
13. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
14. Current Revenues Available and No Tax Revenue. Both parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.
15. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
16. Force Majeure. If by reason of Force Majeure, COLC shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of COLC, or any other causes not reasonably within the control of COLC.
17. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

*(signature block on the next page)*

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF LEAGUE CITY (“COLC)**

\_\_\_\_\_  
John Baumgartner, City Manager

Attest:

\_\_\_\_\_  
Diana Stapp, City Secretary

Approved as to Form:

\_\_\_\_\_  
Nghiem V. Doan, City Attorney

**CITY OF FRIENDSWOOD (“Friendswood”)**

\_\_\_\_\_  
Morad Kabiri, City Manager

Attest:

\_\_\_\_\_  
Melinda Welsh, City Secretary

Approved as to Form:

\_\_\_\_\_  
Mary Kay Fisher, City Attorney

## **EXHIBIT A**

### **INTRODUCTION**

#### **BACKGROUND**

In August 2017, Hurricane Harvey struck the Texas coast, bringing a historic amount of rainfall to the Houston region. The storm produced never-before-seen precipitation depths in Galveston, Harris, and Brazoria Counties, as well as surrounding counties. As was the case with most of the watersheds in the region, Clear Creek and Dickinson Bayou experienced widespread flooding, which resulted in significant flood damages in the region.

#### **GOALS AND OBJECTIVES**

The goal of this study is to develop a comprehensive flood mitigation plan for the Lower Clear Creek and Dickinson Bayou watersheds. The study will identify vulnerabilities in the watersheds, then develop and refine concepts to reduce flooding.

Concepts may include one or a combination of the following:

- Detention Basin(s),
- Channel Modification(s),
- Channel Maintenance,
- Bypass Channel(s) including tunneled options,
- Pump Station(s),
- Property Buyout(s), and
- Others to be identified as part of the study.

Once developed, these concepts will be refined and potentially combined into actionable alternatives. The alternatives will be scored and ranked based on their benefit, cost, ability to implement, and community & environmental impacts to yield the most beneficial project(s) for Lower Clear Creek and Dickinson Bayou.

#### **PLANNING AREA**

The planning area will include the Clear Creek watershed within Galveston and Harris Counties beginning near Dixie Farm Road (Lower Clear Creek Watershed), and the Dickinson Bayou watershed within Galveston County.

#### **PLANNING PARTNERS**

There are numerous stakeholders along Lower Clear Creek and Dickinson Bayou, and League City will lead the engagement of partners critical to funding future phases and implementation. League City has entered into an agreement to receive Planning Assistance to States (PAS) funding in the amount of \$250,000 from the U.S. Army Corps of Engineers (USACE) under the authority provided by Section 22 of the Water Resources Development Act of 1974 (PL 93-251), as amended. This scope reflects USACE PAS

participation in identified scope tasks, and specifically identifies USACE PAS Value Add Services that are not included in the Base Scope.

League City has entered into an agreement with Galveston County to receive in kind services from Galveston County in support of this effort. In kind services will be performed by RPS and provided to League City through an existing contract between RPS and the Texas General Land Office (GLO)/Galveston County for flood mitigation planning in mainland Galveston County.

Key Planning Partners include:

- United States Army Corps of Engineers (USACE)
- City of Friendswood
- Harris County Flood Control District
- Galveston County Consolidated Drainage District
- Galveston County

Additional planning partners may include any or all of the following:

- Clear Lake Area Council of Cities
  - City of Nassau Bay
  - City of Clear Lake Shores
  - City of Seabrook
  - City of Kemah
  - City of El Lago
  - City of Taylor Lake
  - City of Webster
- City of Houston
- City of Dickinson
- City of Texas City
- City of Pasadena
- City of Pearland
- Brazoria County Precinct 3
- National Aeronautics and Space Administration (NASA)
- Houston Galveston Area Council (H-GAC)
- Bay Area Houston Economic Partnership (BAHEP)
- Texas Department of Transportation (TXDOT)
- United States Geological Survey (USGS)
- National Weather Service (NWS) River Forecast Center (RFC)

## **PROJECT PHASING & DELIVERABLES**

To maximize the effectiveness of the study, the effort will be divided into Phases. For all deliverables three (3) hard copies and one (1) electronic copy in a high-resolution PDF will be provided.

### Initial Authorization

- Phase 1: Discovery & Baselining
- Phase 2: Watershed Study
- Phase 3: Project(s) Identification



#### Future Authorization

- Phase 4: Implementation Plan
- Phase 5: Project(s) Preliminary Design
- Phase 6: Project(s) Detailed Design
- Phase 7: Project(s) Construction Management

This document includes a detailed proposal for Phases 1 through 3. Scope and fee for Phases 4, 5, 6 and 7 will be developed based on the outcome of Phases 1 through 3 to ensure the effort aligns with the expectations and needs of League City and potential funding partners identified during the study, including the Harris County Flood Control District.

## **SCOPE OF SERVICES**

### Project Management & Administration

- I. **PROJECT MANAGEMENT, COORDINATION AND MEETINGS – This task is essential to ensure efficient project coordination and to achieve mitigation planning project objectives effectively.**
  - A. Project Management and Administration – Based on an estimated schedule of 18 months, the Project Manager will be responsible for project management and coordination services consisting of internal team management and subconsultant management, as well as regular communication with League City and the other planning partners. Specific tasks include:
    1. Internal project management including task leadership, internal communication, and data management as specified in the Project Management Plan (PMP).
    2. Subconsultant management and coordination including contracting, invoicing, review of deliverables, and communication.
    3. Administration of the contract, including preparation of invoices and progress reports on monthly basis and requests for authorization as needed. Authorizations will be based on the scope of services and justification will be provided as needed.
    4. Provide a schedule indicating tasks, critical dates, and deliverables, and prepare regular updates.
  - B. Kickoff Meeting – Attend the initial planning kickoff meeting to discuss planning goals and objectives, review the project schedule, and discuss deliverables and other relevant items. Meeting will be attended by the Project Manager and a Project Engineer at a minimum.
  - C. Monthly Project Coordination Meetings – Prepare for and attend a monthly project progress meeting with the project team (15 meetings). This includes preparation of the meeting agenda and any necessary meeting materials (maps, documents, etc.). Minutes documenting the discussion will be provided summarizing the discussion and action items. All meetings will be attended by the Project Manager and one (1) additional team member at a minimum. Meeting duration assumed 1 hour.

- D. Bi-Weekly Conference Calls – Participate in bi-weekly coordination calls with League City. 30 minutes duration assumed. Monthly Project Coordination Meeting supersedes the Bi-Weekly call and both meetings will not be held in the same week.
- E. City Council/County Commissioner Meetings – Prepare for and attend League City Council Meetings and meetings with Harris County & Galveston County Commissioner(s) and staff (8 meetings). This includes preparation of presentation materials as requested by League City staff. Meeting will be attended by Project Manager and Project Principal/Client Representative at a minimum. Meeting duration assumed 2 hours plus 1-hour pre-meeting with League City staff.

## **II. COMMUNITY ENGAGEMENT – This task establishes the plan and materials used for community engagement throughout the project.**

- A. Communications Planning and Memo Development - To ensure that the study team remains in lockstep regarding the dissemination of public information, a “Communications Planning Memo” will be developed for internal team coordination, access to public information tools, and consistency in information provided to the public/key stakeholder groups by all study team members. This document will also provide a delivery schedule for public education materials, establish a review process for all information to be publicly distributed, and include a listing of key audiences/stakeholders for the study. This memo will be updated, as necessary, throughout the study.
- B. Key Messaging/Copywriting - Draft key messaging that will serve as the foundation of all educational/community outreach materials to support public communication for this study. Including the preparation of a key terms glossary, narratives for educational materials providing a general description of the watershed characteristics, history of flooding, intent of the flood mitigation plan, study delivery schedule, and other key topics. Key messaging will be updated throughout the study, as necessary.
- C. Development of Public Education Tools - Develop public education and engagement tools, including fact sheets, self-mailing comment forms, exhibits, PowerPoint presentations, educational graphics (for presentations, social media websites, etc.), and other tools, such as “Presentation Packages” for small group presentations about the study. These materials will be developed and updated throughout the study, and the frequency of these updates will be determined by the “Communications Planning Memo” described in Task II.A.
- D. Database - Develop a project specific stakeholder database including elected officials, property owners, residents, business owners, and associated community groups interested/impacted by the project.

### ***USACE Participation in Project Management and Administration:***

#### ***o Project Management, Coordination and Meetings***

- USACE will participate in regular monthly and bi-weekly project coordination meetings, key project milestone meetings and workshops, along with all stakeholder meetings that occur during the project duration. USACE may also

provide coordination with other Federal agencies and stakeholders as identified to advance project goals.

## **Phase 1 – Discovery and Baselining**

### **I. DATA COLLECTION, REVIEW AND BASELINING – This task establishes the baseline conditions for the mitigation plan based on comprehensive information collected from various past flood events and studies within the watershed.**

#### **A. Data Collection – Collect relevant items to be reviewed and utilized for planning.**

*Data Collection for Dickinson Bayou will comply with scope below but will be completed by RPS through existing Texas GLO/Galveston County contract and provided to League City. Data Collection for Clear Creek (Galveston County portion) will be supported by RPS through existing Texas GLO/Galveston County contract and provided to League City.*

*Survey data including bathymetric survey collected by RPS in Dickinson Bayou and Clear Creek shall also be provided to League City.*

Data includes, but is not limited to:

- Terrain Information (Updated LiDAR, available survey data, limited field survey including bridges and culverts)
  - Gage Information (HCFCD FWS, USGS, etc.) to include rainfall, WSEL, and Discharge (if applicable)
  - Historical High-Water Marks (HWM)
  - Existing models for Clear Creek and Dickinson Bayou
  - Precipitation Data – Multi-sensor Precipitation Estimate (MPE) rainfall from the NWS for three (3) events: e.g. Hurricane Harvey, TS Allison, and Hurricane Alicia. Other relevant events may be substituted based on input from League City and the planning partners.
  - Gage-Adjusted Radar Rainfall (GARR), for three (3) events to be provided by a subconsultant (Vieux, Inc.)
  - Storm Surge Data – Time-series storm surge elevations for the three (3) events will be utilized as the downstream boundary condition of the unsteady hydraulic models.
  - Historical flood records that can be provided by the planning partners
  - Sedimentation data and reports for the Clear Creek and Dickinson Bayou Watershed
  - Available reports detailing previous model development efforts and mitigation planning.
  - Parcel data from appraisal district
  - Number of homes, number of lots, acres of land and miles of roadway that are inundated under existing conditions.
  - Preliminary environmental data along Clear Creek and Dickinson Bayou
  - Existing and future land use information
  - Flood complaint information
- B. Field Reconnaissance Visits – Conduct site visits along the Clear Creek main stem from the confluence with Galveston Bay to Dixie Farm Road and each of the major tributaries up to the Galveston County line to familiarize the project team with the conditions. Visits will also be conducted along Dickinson Bayou and tributaries within Galveston County Boundaries.**

Site visits will focus on viewing the channel at major roadway crossings to document the conditions at the crossing as well as the channel conditions upstream and downstream. Site visits on tributaries will focus on areas near the confluence of the tributary and the main stem of Lower Clear Creek and Dickinson Bayou. Site visits to Clear Lake and the 2<sup>nd</sup> Outlet Structure will also be included to verify the configuration is consistent with the modeling.

- C. Document Field Reconnaissance Visits – Site visits will be documented in a field observation report that includes photographs and notes detailing findings.
- D. Model Evaluation and Data Review – Review the collected data and leverage the information provided to make recommendations for model updates. Specific tasks include the following:
  - 1. Review all reports provided and determine additional data needs.
  - 2. Evaluate gage information for completeness and period of record as well as comparison to the historical HWM and flood complaint information to determine consistency.
  - 3. Evaluate available H&H models to determine additional model development needs for future phases.
  - 4. Evaluate available terrain information for future modeling and mapping purposes.
- E. Prepare Model and Data Collection Summary Report - Prepare and submit Summary Report documenting data collected and reviewed and model data analyzed.
- F. Locate Critical Infrastructure – Provide an exhibit and related GIS shapefile that locates critical facilities along Lower Clear Creek, Dickinson Bayou and tributaries in study area. This could include hospitals, government buildings, water and wastewater treatment facilities, police and fire stations, schools, major utility crossings, and others.
- G. Develop Damage Curves - Using parcel data obtained from the appraisal district, overlay latest LiDAR topography and aerial photography and develop GIS point dataset of structures, and develop estimated structural finished floor elevations based available data including Google StreetView, USACE Federal project studies, or other data accounting for typical slab elevation adjustments. Develop damage curves (flood height versus damage cost) for areas within the Clear Creek and Dickinson Bayou study area. Structural Inventory Data from HCFCD will be used as available.
- H. Review Ongoing Clear Creek Projects – Review the USACE Clear Creek Federal project. In addition, review planned improvements to Clear Creek as part of the 2018 Harris County Bond Program. FNI will use existing modeling of planned improvements to identify relative WSEL change at Clear Creek & Dixie Farm Road and Clear Creek & Interstate 45 as a result of these improvements. It is assumed that modeling of planned improvements has been completed and will be available for use in this task.
- I. Prepare Existing and Planned Condition Summary Memo - Prepare and submit brief technical memo for Clear Creek and Dickinson Bayou identifying future projected conditions (including Annual Flood Damage Assessment from USACE report) to Lower Clear Creek study area from planned work on Clear Creek by USACE and HCFCD.

J. Existing and Planned Condition Summary Workshop - Meet with League City and the planning partners to discuss the conclusions from the Existing and Planned Condition Summary Memo. Field Reconnaissance Visits and Model and Data Collection Summary Report will also be discussed. Comments will be solicited and addressed.

K. Task Deliverables

1. Catalog of Data Collected including name, date, and source of information
2. Field Observation Reports for site visits
3. Summary of reports and data reviewed
4. Existing and Planned Condition Summary Memo
5. Exhibit and GIS shapefile for critical facilities and infrastructure

L. Assumptions

1. Data collection and survey information provided by RPS complies with scope of work and can be used by Consultant without rework.
2. Data collection and survey information will be provided timely by RPS and does not result in schedule delay to this or other work products.

***USACE PAS Participation in Phase 1, Task 1:***

***o Data Collection, Review and Baselineing***

- USACE will provide data collection assistance including but not limited to: previous studies, hydrologic and hydraulic models (including both riverine and coastal model data), depth-damage curves, survey data, and field reconnaissance.

***o USACE PAS Value Add Services in Phase 1, Task 1 (Not Included in Base Scope) Bathymetric Survey***

- USACE will provide bathymetric survey data at key locations in the study area to define channel geometry below normal water surface elevations and identify areas of concern with regards to erosion and sedimentation.

**II. PLANNING PARTNER ENGAGEMENT – Due to the significant number of stakeholders along Clear Creek and Dickinson Bayou, early engagement of Planning Partners for their support and project participation is critical to project success.**

- A. Coordination with Dickinson Bayou and Clear Creek Watershed Steering Committee – Prepare an agenda item for the August 2019 Steering Committee meetings and all subsequent bi-monthly meetings until scope of work is completed to present the Flood Mitigation Plan for Lower Clear Creek & Dickinson Bayou and inform Planning Partners present. Agenda items may include PowerPoint presentation and handouts. Materials presented will be at the direction of League City. Meeting will be attended by the Project Manager at a minimum.
- B. Coordination Meeting with Planning Partners – Attend up to three (3) meetings per watershed (6 total) with Planning Partners. Meetings may be with individual partners or with multiple partners simultaneously. Meeting agenda will include informing partners on progress, seeking buy-in to publicly and financially support project, seeking available data and project

information and other items at direction of League City. Meeting will be held in League City at League City's direction.

1. Prepare a PowerPoint presentation as well as necessary exhibits for the meetings. Draft versions of both the presentations and materials will be provided to League City for review and comments. Make adjustments to the materials based on comments.
2. Participate in one (1) pre-meeting with League City Staff prior to each Coordination Meeting. These meetings are intended to discuss the presentation and exhibit content as well as to review the findings to be presented.

C. Task Deliverables

1. Agenda Items and PowerPoint Presentation for Watershed Steering Committee Meetings
2. Presentation, exhibits and agenda for Planning Partner Meetings
3. Planning Partner meeting minutes

**USACE PAS Participation in Phase 1, Task 2:**

○ **Coordination Meeting with Planning Partners**

- USACE will participate all stakeholder meetings that occur during the project duration. USACE may also provide coordination with other Federal agencies and stakeholders as identified to advance project goals.

**III. EVALUATE FUNDING OPPORTUNITIES FOR ENGINEERING SERVICES**

- A. Meetings with Potential Funding Partners – Project team shall facilitate and attend meetings with representatives from League City with potential funding partners. Attend up to three (3) meetings. Meeting handouts and agendas will be prepared by team but use of PowerPoint slides (in addition to slides developed for other meetings) is not assumed.
- B. Preliminary Funding Opportunity Report - Prepare a report outlining possible Federal and State grant and/or loan funding sources available for the preparation of the plan and design of potential resultant projects. Possible Federal sources may include Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), Public Assistance (PA) and Flood Mitigation Assistance (FMA) grant programs; U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) programs; and Texas Water Development Board (TWDB) Flood Protection grant program (FP), Clean Water State Revolving Fund (CWSRF) low-interest loan and grant program, and the Texas Water Development Fund (Dfund) loan program.
- C. Task Deliverables
  1. Funding Partner Meeting handouts, exhibit and presentation materials
  2. Preliminary Funding Opportunity Report

**IV. COMMUNITY ENGAGEMENT – To ensure community input is appropriately included in the analysis, community meetings will be held before beginning the watershed study. Four (4) meetings will be held in the project area during this phase.**

*Flood Mitigation Community Engagement for Dickinson Bayou and Clear Creek Watersheds will be led by League City. RPS through existing Texas GLO/Galveston County contract and the USACE Galveston District will be encouraged to participate in planned engagement activities.*

- A. Community Meeting Noticing - Draft and distribute public notices for each community meeting, including: Elected official notices, Stakeholder notices, League City and HCFCD website notice, Social media (i.e. Twitter, Facebook), Media advisories (NewsRouter), Yard signs/Door hangers
- B. Community Meeting Logistics and Implementation - Coordinate all necessary community meeting resources and infrastructure for the four (4) public meetings, including, but not limited to:
  - 1. Outdoor and indoor directional signage
  - 2. Community meeting equipment, including easels, a microphone/PA system, projector, projection screen, multiple computers, required cables, podium, pens, comment collection boxes, name badge holders, a digital camera to document the meeting, a digital video camera/and or equipment necessary to livestream the meeting online, and additional tables and chairs (if required by the meeting facility).
  - 3. Printed public information tools as identified above (quantity should exceed anticipated attendance/venue capacity)
  - 4. Identify and secure the community meeting venue
  - 5. Coordinate security and Harris and Galveston County Fire Marshal personnel, as needed
- C. Public Comment and Community Meeting Documentation
  - 1. Provide responses for public comments received during the stated public comment period in coordination with the Key Planning Partners.
  - 2. Update online tools and materials to convey the end of the comment period.
  - 3. Document community engagement efforts, including public comments and responses related to the bond project, color photographs, electronic links to video files, and examples of public noticing and public information tools prepared to support each meeting.
- D. Community Engagement Completion Activities
  - 1. Draft a “Thank you” letter to be delivered to each meeting venue, acknowledging their support and assistance.
  - 2. Provide finalized, project-related files to the Key Planning Partners at the close of the community engagement process for each meeting.
  - 3. Participate in a “Community Engagement Close-out” meeting with the Key Planning Partners.
- E. Assumptions
  - 1. Consultant will provide payment for venue fees, as necessary.
  - 2. Consultant will provide staff for each community meeting.
  - 3. Video production services will not be provided to support the community meetings.
  - 4. Key Planning Partners will provide equipment and personnel to live stream the presentations during each community meeting.



5. Key Planning Partners will provide notice of the meeting to governing bodies including League City Council, Harris County Commissioners Court, and Galveston County Commissioners Court.
  6. Consultant will be responsible for preparing, mailing, and providing payment for all letter notices.
- F. Task Deliverables
1. Four (4) community engagement meetings
  2. Responses to comments received
  3. “Thank you” letter to each meeting venue,
  4. Provide finalized, project-related files to the Key Planning Partners documenting community engagement meetings.

## Phase 2 - Watershed Study

### **I. DEVELOP HYDROLOGIC MODELS - Develop hydrologic models for the Study Area using available hydrologic data as available to provide an improved baseline condition.**

*Hydrologic Model for Dickinson Bayou will be completed by RPS through existing Texas GLO/Galveston County contract and provided to League City and will comply with scope below.*

- A. Hydrologic Analysis – Separate hydrologic models for Lower Clear Creek and Dickinson Bayou will be created using the USACE HEC-HMS hydrologic model. The model will be developed to utilize consistent precipitation, loss parameters, and hydrograph transform parameters. The available USACE/HCFCD models that include the completed Federal project will be used for future conditions. Existing detailed models provided by HCFCD will not be updated outside of the study area limits. Specific tasks include:
1. Hydrologic Model Development – Develop a comprehensive hydrologic model to be utilized in conjunction with the hydraulic assessment.
    - a. Subdivide or combine drainage areas to ensure adequate computational points and consistency with the existing gage network. Drainage areas within the study area will be delineated such that major changes in discharges are captured at tributary confluence as well as significant hydrologic features such as bridges, culverts, detention basins, major outfalls, and other features.
    - b. Develop hydrologic loss and transform parameters using a consistent methodology. The new hydrology will utilize the Initial and Constant loss method and the Clark UH transform method. HCFCD loss parameters will be utilized for this task.
    - c. Develop precipitation data based on NOAA Atlas 14 rainfall dataset.
    - d. Execute models for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storms along with the three (3) historical events and review/compare the results to the effective discharges and historical gage data (where available)
- B. Task Deliverables

1. Technical memorandum detailing the methodology, development, and results of the existing conditions modeling effort including related exhibits and results tables
2. HEC-HMS Models
3. GIS data supporting modeling efforts in geodatabase format
4. Supporting parameter calculation spreadsheets or other related files

C. Assumptions

1. Hydrologic Model prepared by RPS complies with scope of work and can be used by Consultant without rework.
2. Hydrologic Model is provided timely by RPS and does not result in schedule delay to this or other work products

**II. FLOOD HAZARD ASSESSMENT – With updated hydrologic data, develop hydraulic models and perform flood damage assessment for existing conditions.**

A. Hydraulic Analysis

*Hydraulic Analysis for Dickinson Bayou will be completed by RPS through existing Texas GLO/Galveston County contract and provided to League City and will comply with scope below.*

Develop unsteady-state 1D/2D HEC-RAS hydraulic models to reflect flood risk on Clear Creek and Dickinson Bayou main stems and major tributaries within Galveston County. Limited detail hydraulic models will be developed based on data provided by cities and 2018 LiDAR for unstudied tributaries.

Models will be developed leveraging available data sources as available, including: existing effective steady state models, USACE Federal Study modeling, and existing planning level unsteady modeling. Existing modeling will be leveraged as much as is deemed appropriate.

1. Unsteady State Hydraulic Analysis – Develop unsteady state 1D/2D HEC-RAS models for Lower Clear Creek and Dickinson Bayou within the study area.
  - a. Develop models to reflect most current terrain data and field survey
    - i. Adjust cross section alignments and update elevations from the terrain data. The hydraulic models will be updated using the most recent terrain within the study area.
    - ii. Add bridge and culvert crossings as needed to the models within the study area. These will be based on field survey data where it is available or field observation and measurements if survey data is unavailable.
  - b. Develop model geometry and 2D mesh (where applicable), including roughness values, obstructions, breaklines, and ineffective flow areas as-needed based on site visits, aerial imagery, land use data, and building footprint information. 2D mesh grid cell size will be of sufficient resolution to identify flood risk at the parcel level.
  - c. Using flow data developed in the Hydrologic Analysis task, apply inflow hydrographs to the hydraulic model. Consideration for inflow hydrograph and boundary condition

locations will include (at a minimum) roadway crossings where there are currently gages or future potential gage locations, confluences of tributaries, or other locations where there are significant changes in stormwater discharge when inflow hydrographs are applied.

- d. Execute the models for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storms along with the three (3) historical events and review/compare the data to the effective modeling and HWM data (where available). It is understood that the development of the combined unsteady models will require multiple run iterations for each of the streams to construct a stable model.

#### B. Model Calibration

*Model Calibration for Dickinson Bayou will be completed by RPS through existing Texas GLO/Galveston County contract and provided to League City and will comply with scope below.*

Utilize the gage data, HWMs, and modeled historical storms to evaluate the validity of the existing conditions hydraulic models and adjust model parameters to achieve consistent results between the models and observed data.

1. Document and compare total volume, peak discharges, hydrograph shape, and calculated WSEL for each of the historical storms in the unsteady hydraulic model vs. the observed gage data at gages and other HWM locations.
2. Document model parameter adjustments required to achieve calibration.

#### C. Flood Hazard Assessment

1. Prepare inundation mapping for the 100- and 500-year events on Lower Clear Creek and Dickinson Bayou. Mapping will be based on RAS Mapper; no additional editing or cleanup will be performed on the mapping. Depth grids and velocity grids will also be developed.
  - a. Mapping will identify number of homes, number of lots, acres of land and miles of roadway that are inundated during studied design storm events.
2. Prepare water surface profiles for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storms
3. Provide comparison tables of the calculated WSEL to the effective modeling (if applicable) to show the changes and provide a discussion of any significant changes.
4. Determine single-event and expected annual damages for at-risk structures for events up to and including the 500-year (0.2% annual exceedance probability) storm event.
5. Identify Transportation System Impacts – Determine major roadway accessibility during flood events and evaluate potential evacuation routes.
  - a. Identify major roadways and the extent of the roadway that overtop for the modeled storm events
  - b. Using the modeling and gage information, set critical gage elevations where inundation at nearby road crossings is likely

- c. Identify evacuation routes along major roads based on frequency of inundation and traffic capacity.
- d. Consider potential improvements to major roadways that could reduce the risk of inundation and provide a more reliable evacuation route. Recommendations for this task will be limited to identifying crossings that should be raised. Include related exhibits and tables identifying evacuation routes for multiple rainfall frequencies.

**D. Assumptions**

1. Hydraulic Model and Model Calibration prepared by RPS complies with scope of work and can be used by Consultant without rework.
2. Hydraulic Model and Model Calibration is provided timely by RPS and does not result in schedule delay to this or other work products

**E. Task Deliverables**

1. Technical memorandum detailing the methodology, development, calibration, and results of the existing conditions modeling effort including related exhibits and results tables
2. HEC-RAS Models
3. GIS data supporting modeling efforts in geodatabase format
4. Inundation mapping including depth and velocity grids in geodatabase format
5. Gage information for historical storms
6. Supporting parameter calculation spreadsheets or other related files
7. Annual Flood Damage Assessment Technical Memorandum
8. Transportation Impact & Evacuation Route Memorandum

**III. FUTURE FLOOD RISK PLANNING ASSESSMENT – This task projects future developments in the watershed, defining future/potential risks requiring mitigation and basis for potential mitigation projects.**

- A. Assessment of future growth conditions – Update the existing conditions models developed in Task II to estimate a future condition within the watershed if no new flood mitigation measures were pursued. Future conditions will be estimated by utilizing available population growth projections, and regional growth/development patterns, drainage criteria that has been adopted by appropriate relevant agencies within the watershed, and other information as available. Consideration of the future condition analysis will aid in the evaluation of long-term flood hazard mitigation measures.
1. Freese and Nichols 2017 Land Use Assumptions Report will be used to define future land use conditions within the study area. Convert estimates of future development into gridded data of land use
  2. Update hydrologic parameters in the hydrologic model to reflect future conditions. Parameters to be updated include percent impervious, and Tc+R. Modifications will be consistent with drainage criteria adopted by regulatory agencies within the study area
  3. Execute HEC-RAS models with future conditions hydrology and update inundation maps for 100- and 500-year events

B. Task Deliverables

1. Technical memorandum detailing the methodology, development, and results of the future conditions modeling effort including related exhibits and results tables.
2. Final models
3. GIS data supporting modeling efforts in geodatabase format.
4. Inundation mapping including depth and velocity grids in geodatabase format
5. Supporting parameter calculation spreadsheets or other related files.

IV. **WATERSHED STUDY SUMMARY & PROJECT DEFINITION – This task will aggregate all reports prepared during this phase and set the stage for Phase 3 by defining project goals and evaluation criteria.**

- A. Prepare Summary Report – Summary report will include an executive summary of all of materials prepared during the phase. Appendix will organize all technical memoranda prepared during this phase.
- B. Watershed Study Summary & Project Definition Workshop – Meet with League City, planning partners and other stakeholders at direction of League City to discuss the conclusions from the Watershed Study Summary Report. Comments will be solicited and addressed. Workshop will also seek to provide project definition by making determinations on the desired level of service (storm event) Clear Creek and Dickinson Bayou flood risk reduction projects should provide in the project area. Included in this discussion will be screening criteria for concept evaluation purposes. Criteria will consider metrics such as hydraulic performance, project cost, design life, annual flood damage reduction, maintenance, feasibility, constructability, public benefit, environmental impact, and public safety.
- C. Task Deliverables
1. Watershed Study Summary Report
  2. Level of Service for Project(s)
  3. Screening Criteria

**USACE PAS Value Add Services in Phase 2 (Not Included in Base Scope):**

o **Compound Flooding Analysis**

- USACE will provide guidance and technical assistance with regards to Compound Flooding Analysis, including probabilistic techniques and historical storm data to determine appropriate boundary conditions for both coastal and riverine analysis.

o **Storm Surge Modeling**

- USACE will perform additional storm surge analysis as-needed and/or provide relevant storm surge model data as it is developed for other USACE coastal projects to better inform boundary conditions and potential impacts from coastal storm surge.

- **Sea Level Rise**
  - USACE will provide guidance and relevant data with regards to sea level rise projections and procedures for evaluating potential impacts due to changes in sea level and subsidence.
- **Technical Assistance & Agency Review**
  - USACE will provide technical assistance as-needed including development of updated depth-damage curves, review of project deliverables, and guidance with regards to pertinent USACE engineering criteria.
- **Meetings**
  - USACE will participate in key project milestone meetings and workshops that occur during the project duration.

### **Phase 3 – Project(s) Identification**

#### **I. DEVELOPMENT OF PRELIMINARY CONCEPTS – Identify potential structural changes along Lower Clear Creek and Dickinson Bayou that have a significant impact on the WSEL.**

- A. Develop Preliminary Concepts - Develop preliminary concepts to meet requirements of flood risk reduction Project Definition for each watershed, as developed in Phase 2. Unsteady hydraulic models developed in Phase 2 will be used to evaluate potential benefits of conceptual level flood risk reduction projects as defined below. Concept development will include conceptual siting and sizing, order of magnitude cost and adequate detail to evaluate with screening criteria developed.
  - 1. Concepts may include standalone features or integrated solutions including the following:
    - a. Detention Basin(s) – Regional and/or Local
    - b. Channel Modification(s) – Vegetation clearing, de-silting, bank stability, straightening, widening, deepening, bridge modification/removal
    - c. Bypass Channel(s) – new channel to provide additional conveyance, includes underground conduits (tunnels)
    - d. Pump Station(s) – stand alone or in concert with other concepts
    - e. Property Buyout(s)
    - f. Others to be determined later
  - 2. Identify project ROW needs, environmental constraints, utility challenges, and other potential issues that may hinder implementation
  - 3. Prepare conceptual level opinion of project costs. The cost opinions will represent order of magnitude costs consistent with the level of effort and will be based on Freese and Nichols project experience.
  - 4. Prepare Preliminary Concept Technical Memorandum to summarize concept features including all analysis completed as part of this task. Each project identified will be discussed in a separate section.
- B. Score & Rank Concepts

1. Score concepts based on the screening criteria developed in Phase 2, Task IV.B.
  2. Conduct workshop with League City, planning partners and other stakeholders at League City's direction to review concept screening results. Adjust scoring if necessary to reflect input received.
  3. Rank the concepts and identify the top tier (three to five) concepts for each watershed for further development as alternatives based upon screening criteria defined in previous task. Alternative development will include more detailed H&H evaluation and benefit-cost evaluation.
  4. Prepare Preliminary Concept Scoring Technical Memorandum - Memorandum will summarize scoring and ranking of each preliminary concept.
- C. Task Deliverables
1. Preliminary Concept Technical Memorandum
  2. Preliminary Concept Scoring Technical Memorandum

**II. REFINEMENT OF ALTERNATIVES – Refine concepts into alternatives. Conduct more detailed H&H evaluation of project alternatives and benefit-cost evaluation to inform project recommendations.**

- A. H&H Analysis – Refine top tier concepts into alternatives. Evaluate the effectiveness of the alternatives (three to five) for each watershed in the unsteady hydraulic models by identifying impacts to flows, WSELs, and inundation limits. Changes in peak flows and WSEL will be evaluated throughout the entire model to ensure no adverse impacts.
1. Identify number of properties removed from floodplain and reductions in flood impacts at critical roadway locations relative to evacuation and emergency responder access.
- B. Benefit Cost Analysis
1. Estimate expected annual flood damages for the proposed alternative scenarios for comparison with the existing and future conditions; the analysis will utilize a simplified approach based on single-event damages times expected annual exceedance probability. Damage curves developed as part of Phase 1 will be used.
  2. Refine construction costs prepared for preliminary concepts.
  3. Perform benefit cost analysis.
  4. Prepare memorandum summarizing results of analysis.
- C. Task Deliverables
1. Refined Alternative Benefit Cost Analysis

**III. CONSTRUCTION PROJECT FUNDING OPPORTUNITIES – based on developed project alternatives revisit the funding opportunities investigated in previous phases to identify tailored funding sources based on project details.**

- A. Meetings with Potential Funding Partners – Project team shall facilitate and attend meetings with representatives from League City with potential funding partners. Attend up to three (3)



meetings. Meetings handouts and agendas will be prepared by team but use of PowerPoint slides (in addition to slides developed for other meetings) is not assumed.

- B. Construction Funding Opportunity Report - Prepare a report outlining possible Federal and Texas-state grant and/or loan funding sources available for construction of project(s). Possible Federal sources may include Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), Public Assistance (PA) and Flood Mitigation Assistance (FMA) grant programs; U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) programs; and Texas Water Development Board (TWDB) Flood Protection grant program (FP), Clean Water State Revolving Fund (CWSRF) low-interest loan and grant program, and the Texas Water Development Fund (Dfund) loan program.
- C. Task Deliverables
  - 1. Project(s) Alternative Funding Opportunity Report
  - 2. Funding Partner Meeting Handouts and Agendas

**IV. ALTERNATIVE RECOMMENDATION & PRIORITIZATION – based on the results of alternative analysis, H&H analysis, benefit cost analysis and funding opportunity investigation provide a recommendation to League City and the planning partners on the most actionable project(s) of the alternatives for each watershed advanced from previous task.**

- A. Score & Prioritize Alternatives
  - 1. Score alternatives based on the screening criteria including benefit cost analysis and funding opportunities
  - 2. Conduct workshop with League City, the planning partners and other stakeholders at League City's direction to review alternative prioritization results. Adjust scoring if necessary to reflect input received.
- B. Project Recommendation Report - Prepare report describing projects recommended for preliminary design. Report will include recommended next steps including scope of work for further project development and implementation plan (Phase 4).
- C. Task Deliverables
  - 1. Project Recommendation Report

**V. COMMUNITY ENGAGEMENT – To ensure feedback is provided on community input received during Phase I and results of the Phase 3 analysis can be shared, four (4) meetings will be held in the project area towards the end of this phase.**

- A. Community Meeting Noticing - Draft and distribute public notices for each community meeting, including: Elected official notices, Stakeholder notices, League City and HCFCFCD website notice, Social media (i.e. Twitter, Facebook), Media advisories (NewsRouter), Yard signs/Door hangers

- B. Community Meeting Logistics and Implementation - Coordinate all necessary community meeting resources and infrastructure for the four (4) public meetings, including, but not limited to:
1. Outdoor and indoor directional signage
  2. Community meeting equipment, including easels, a microphone/PA system, projector, projection screen, multiple computers, required cables, podium, pens, comment collection boxes, name badge holders, a digital camera to document the meeting, a digital video camera/and or equipment necessary to livestream the meeting online, and additional tables and chairs (if required by the meeting facility).
  3. Printed public information tools as identified above (quantity should exceed anticipated attendance/venue capacity)
  4. Identify and secure the community meeting venue
  5. Coordinate security and Harris and Galveston County Fire Marshal personnel, as needed
- C. Public Comment and Community Meeting Documentation
1. Provide responses for public comments received during the stated public comment period in coordination with the Key Planning Partners.
  2. Update online tools and materials to convey the end of the comment period.
  3. Document community engagement efforts, including public comments and responses related to the bond project, color photographs, electronic links to video files, and examples of public noticing and public information tools prepared to support each meeting.
- D. Community Engagement Completion Activities
1. Draft a “Thank you” letter to be delivered to each meeting venue, acknowledging their support and assistance.
  2. Provide finalized, project-related files to the Key Planning Partners at the close of the community engagement process for each meeting.
  3. Participate in a “Community Engagement Close-out” meeting with the Key Planning Partners.
- E. Assumptions
1. Consultant will provide payment for venue fees, as necessary.
  2. Consultant will provide staff for each community meeting.
  3. Video production services will not be provided to support the community meetings.
  4. Key Planning Partners will provide equipment and personnel to live stream the presentations during each community meeting.
  5. Key Planning Partners will provide notice of the meeting to governing bodies including League City Council, Harris County Commissioners Court, and Galveston County Commissioners Court.
  6. Consultant will be responsible for preparing, mailing, and providing payment for all letter notices.
- F. Task Deliverables
1. Four (4) community engagement meetings
  2. Responses to comments received

3. “Thank you” letter to each meeting venue,
4. Provide finalized, project-related files to the Key Planning Partners documenting community engagement meetings.

***USACE PAS Value Add Services in Phase 3 (Not Included in Base Scope):***

- **Sea Level Rise**
  - USACE will provide guidance and relevant data with regards to sea level rise projections and procedures for evaluating potential impacts due to changes in sea level and subsidence.
- **Technical Assistance & Agency Review**
  - USACE will provide technical assistance as-needed including development of updated depth-damage curves, review of project deliverables, and guidance with regards to pertinent USACE engineering criteria.
- **Coordination and Meetings**
  - USACE will participate in key project milestone meetings and workshops. USACE may also provide coordination with other Federal agencies and stakeholders as identified to advance project goals.

## **FUTURE AUTHORIZATION**

### **Phase 4 – Implementation Plan**

### **Phase 5 – Project(s) Preliminary Design**

### **Phase 6: Project(s) Detailed Design**

### **Phase 7: Project(s) Construction Management**

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/27/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding disposition of RFP Number 2019-04 Acquisition and Project Management Services, to advise and assist with evaluating, planning, management, and execution of various property acquisition programs.

Originating Department: Fire Marshal

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

On July 2, 2018 Council approved submission of a Hazard Mitigation Grant Program (HMGP) Buyout and Elevation Application. The application, which was submitted to the Texas Division of Emergency Management (TDEM) is inclusive of 24 homes that were substantially damaged during Hurricane Harvey.

On July 8, 2019 the City received the award for the HMGP DR-4332-056, Acquisition and Demolition Project. The grant is for the acquisition and demolition of 24 homes for \$6,895,031. The Federal share is \$5,171,758 and the local share is \$1,723,758. Per the original agreement, the homeowners will cover the local share.

On August 7, 2019 the City published RFP 2019-04 Acquisition and Project Management Services for the HMGP. Two sealed proposals were received from HDR and JSWA on August 23, 2019.

After review of the proposals the selection committee recommends awarding the contract for the HMGP management to JSWA. The cost for these services are covered under this grant award.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Under the HMGP project, the City of Friendswood, Galveston/Harris County, will acquire and demolish 24 flood-prone properties. The acquired properties will be deed restricted to be used as open space in perpetuity.

### RECOMMENDATIONS

Staff recommends Council to authorize the City Manager to execute contract for Acquisition and Project Management Services for the HMGP to Jeffery S. Ward and Associates (JSWA).

### ATTACHMENTS

1. 2019-04 Acquisition & Project Mgt Services Evaluation Form SUMMARY

2. RFP 2019-04 Acquisition and Project Management Services
3. JSWA - 1295

## 2019-04 Acquisition Project Mgt Services Evaluations Summary

### SCALE

1 = Very Limited    2 = Limited    3 = Acceptable    4 = Expected    5 = Exceptional

### HDR

| DEPT                        | Reviewer        | Qualifications | Experience on Similar Projects | Project Methodology | Pricing & Fees | References | Totals       |
|-----------------------------|-----------------|----------------|--------------------------------|---------------------|----------------|------------|--------------|
| CDD                         | Brian Roane     | 4              | 1                              | 4                   | 4              | 4          |              |
| CMO                         | Morad Kabiri    | 4              | 4                              | 3                   | 3              | 5          |              |
| ENG                         | Jildardo Arias  | 4              | 4                              | 3                   | 2              | 3          |              |
| FMO                         | Brian Mansfield | 4              | 4                              | 3                   | 2              | 3          |              |
| <b>Total Points</b>         |                 | 16             | 13                             | 13                  | 11             | 15         |              |
| <b>Weight</b>               |                 | 20%            | 25%                            | 20%                 | 25%            | 10%        | <b>3.325</b> |
| <b>Weighted Total</b>       |                 | 0.8            | 0.8125                         | 0.65                | 0.6875         | 0.375      |              |
| <b>Conversion to Points</b> |                 | 16             | 16.25                          | 13                  | 13.75          | 7.5        |              |

### JSWA

| DEPT                        | Reviewer        | Qualifications | Experience on Similar Projects | Project Methodology | Pricing & Fees | References | Totals     |
|-----------------------------|-----------------|----------------|--------------------------------|---------------------|----------------|------------|------------|
| CDD                         | Brian Roane     | 5              | 5                              | 4                   | 5              | 4          |            |
| CMO                         | Morad Kabiri    | 5              | 5                              | 5                   | 5              | 5          |            |
| ENG                         | Jildardo Arias  | 5              | 5                              | 5                   | 5              | 5          |            |
| FMO                         | Brian Mansfield | 4              | 4                              | 3                   | 4              | 3          |            |
| <b>Total Points</b>         |                 | 19             | 19                             | 17                  | 19             | 17         |            |
| <b>Weight</b>               |                 | 20%            | 25%                            | 20%                 | 25%            | 10%        | <b>4.6</b> |
| <b>Weighted Total</b>       |                 | 0.95           | 1.1875                         | 0.85                | 1.1875         | 0.425      |            |
| <b>Conversion to Points</b> |                 | 19             | 23.75                          | 17                  | 23.75          | 8.5        |            |

City of Friendswood, Texas

Request for Proposals



Acquisition and Project Management Services  
For the City of Friendswood for Disasters DR-4332-056  
RFP 2019-04

**SUBMIT PROPOSALS TO:**

The City of Friendswood  
City Secretary's Office  
910 South Friendswood Drive  
Friendswood, TX 77546

Monday - Thursday: 8:00 AM to 5:30 PM  
Friday: 8:00 AM to 5:00 PM

**SUBMIT NO LATER THAN:**

Friday, August 23, 2019  
2:00 PM (CDT)

**MARK ENVELOPE:**

RFP 2019-04



## **I. INVITATION**

The City of Friendswood, Texas (the “City”) invites the submittals of proposals (“Proposals”) from qualified individuals or firms (“Respondent”) interested in providing acquisition and project management services relating to the impacts from Hurricane Harvey, DR-4332-056. Respondent is responsible for complying with any and all Federal Emergency Management Agency (FEMA) and other local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

The selected consultant will have a demonstrated record of work experience in multiple disciplines related to this effort, including, but not limited to, the following: management of the Hazardous Mitigation Grant Program (HMGP), management of Community Development Block Grant program – Disaster Recovery (CDBG-DR), and buyout of private residences. Under this RFP, acquisition and project management services include, but are not limited to: landowner notification, title commitment, appraisal, negotiation, settlements, environmental services, demolition services, and closeout. These services should be bundled and all proposals should include a breakdown of each service per each property.

The selected respondent will have a proven track record in working with local, state, and federal government agencies, and in particular the Federal Emergency Management Agency (FEMA), Housing and Urban Development (HUD) and the United States Army Corps of Engineers (USACE).

## **II. SUBMITTAL PROCESS**

Please submit one (1) marked original and four (4) paper copies, along with one (1) electronic copy on CD or flash drive by RFP opening time of 2:00 PM on Friday, August 23, 2019. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the vendor in a contract. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood  
City Secretary’s Office  
910 South Friendswood Drive  
Friendswood, TX 77546  
Monday - Thursday: 8:00 AM to 5:30 PM  
Friday: 8:00 AM to 5:00 PM

Bids sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2019-04.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5” by 11”) or, if folded to that dimension, twice letter size (11” by 17”). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

## **III. CONTENT OF SUBMITTAL**

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one copy of the transmittal letter shall contain the original, in ink, by a person having authority to bind the vendor in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization and staffing of your firm
2. Provide a list of all management, supervision, labor, and equipment necessary to provide acquisition and project management services.
3. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's acquisition and project management services experience in working with government agencies.
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each Texas project listed in III.C.1. For each, please provide:
  - a. Project name and location
  - b. Year completed
  - c. Short description and project
  - d. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project.
  - e. Names, addresses, and telephone numbers of clients.

D. Project Methodology

1. Provide a work plan that describes the firm's methodology, including a detailed project plan, based on prior experience with acquisition and project management services.
2. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the city to determine compatibility of the approach to the city's overall goals.
3. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the city. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services (e.g. landowner notification, title commitment, appraisal, negotiation, settlements, environmental services, demolition services, and closeout) and should include a breakdown of each service per each property.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the city.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

**IV. SCOPE OF WORK**

The city requires the expertise of a vendor to advise and assist with evaluating, planning, management, and execution of various property acquisition programs. These programs are funded by the City of Friendswood and may be reimbursed by various State and Federal agencies. It is anticipated that approximately 26 parcels may be purchased; the City reserves the right to purchase more or less properties.

- A. Develop, maintain, and submit all necessary documentation per grant requirements.
- B. Develop and submit all necessary grant reporting forms to the Texas Division of Emergency Management (TDEM).
- C. Assist the City with local match strategies and documentation to ensure zero out of pocket expenses to the City.
- D. Facilitate any and all meetings throughout the project, including those with the homeowner(s).
- E. Manage all aspects of property titles.
- F. Manage all aspects property closings.
- G. Manage all aspects of property appraisals and property offers.
- H. Manage all aspects of environmental services, including testing, and abatement.
- I. Manage all aspects of demolition and debris removal.
- J. Determine any duplications of benefits for each property.
- K. Assist with reimbursement documentation per grant requirements.
- L. Manage audit and grant close out process.
- M. Manage all aspects of property transfers and neighbor lease efforts.
- N. Provide guidance to City throughout the project, as needed, including ensuring staff availability to answer questions at City Council.
- O. Determine eligibility for GLO-CDR program, to include ownership, damage assessment, child support, property taxes, etc.

## V. SPECIFICATIONS

### A. Landowner notification:

1. Landowner contact letter, including:
  - a. Bill of Rights to all property owners, if applicable
  - b. Project details and identification of the selected appraiser, if applicable
  - c. Metes and bounds and parcel sketches
2. Landowner contact information, if available

### B. Title

1. Open title and obtain commitment when requested
  - a. Send metes and bounds to Title Company. The City reserves the right to disallow a vendor in the bundle and competitively procure another vendor in its place.
  - b. Receive and review title commitment
  - c. Make copies of commitments and all documents and create file system
  - d. Review ownership, Schedule B and Schedule C items
2. Forward title or limited title sheet to appraiser, once received
3. Full abstract of title in a report form and includes copies of vesting deeds, record owner, lienholders, easements, restrictions, etc.
4. Both abstracts and title policy are required. Title Policy in the form approved by Texas Department of Insurance

### C. Appraisal (obtain simultaneously with Title)

1. Appraisal assignment letter to appraiser assigned by the City or assigned by the vendor, including:
  - a. Metes and bounds and parcel sketches
  - b. Project description
  - c. Galveston County Appraisal District or Harris County Appraisal District account information, as appropriate
  - d. Any environmental studies that were completed

### D. Negotiation

1. Written offer (mail certified as required under Senate Bill 18). Review the appraisal, determine applicable Duplication of Benefits (DOB) deductions if pre-flood value, prepare offer letter and present offer along with appraisal, metes and bounds, parcel sketches, Right to Repurchase and Landowners Bill of Rights, if applicable
2. Negotiation, contacts and reports
  - a. Meet with property owners within several days to discuss concerns, review information supplied by owners and review the maps and schematics if necessary

- b. Prepare negotiator logs and maintain files on acquisition process and progress, document all pertinent information
  - c. Work on title curative or limited title sheet that are not acceptable to the City
- 3. Request extension letter
  - a. Extension letter received within thirty (30) day allotted time for an extension request
  - b. Submit request to the City asking for the extension to have more time for owner to gather information to present counter offer. If extension is granted, inform owner in writing they have thirty (30) days to present all information in reference to their counter
- 4. Receive counter offer. Review contents of counter offer for correct information, prepare forms for counter offer outlining the City's offer and property owner's request
- 5. Submit counter to the City for consideration
  - a. Send packet to the City requesting review of the counter information
  - b. The City will review the information provided and approve, deny or counter the counter offer
- 6. Receive and send out counter acceptance or denial letter. Once the counter has been approved or denied by the City, prepare the appropriate letter, along with final offer letter and deliver or mail to owner
- 7. Final offer
  - a. Mail final offer letter to landowner including conveyance document(s) and Property Code 21.101 after at least thirty (30) days from receipt of certified offer letter
  - b. During fourteen (14) day period for final offer to expire, start gathering information needed to proceed to condemnation. Include copy of conveyance document(s) and Property Code 21.101 per SB 18
- 8. Upon settlement perform the following, if applicable
  - a. Perform title curative measures (for example, lender approval/consent/release, taxes paid when applicable, heirship affidavits filed if necessary)
  - b. Order Request for Payment(s) to pay all landowners, lienholders, leasehold estates or other improvement owners
  - c. Once check is received, contact landowner to schedule pickup/delivery of check and complete pre-closing inspection report
  - d. Collect Assignment for buyouts deemed substantially damaged with an active flood insurance policy for demolition reimbursements

#### E. Settlements

Conduct real estate closing at a local title company (Cost will include all buy Title insurance)

#### F. Environmental Services

- 1. Manage environmental review process in accordance with 24 CFR Part 58 and all associated laws and authorities
- 2. Ensure final disposal of hazardous or toxic waste is in a manner that complies with all local, state, and federal guidelines, ordinances, codes, and laws

## G. Demolition Services

1. Verify the work site for any and all demolition services by street address of the primary structure and Tax Identification Number of the property
2. Obtain and provide all permits, labor, expertise, equipment, machines and tools necessary to perform the demolition services
3. Verify the utility services (water, sewer, electric, gas and cable) have been disconnected prior to accomplishing the physical disconnections and any capping or terminations necessary to proceed with demolition
4. Manage demolition services and removal of the structure, any outbuildings located on the property, basements, foundations, and site improvements, including but not limited to: retaining walls, paving, foundation landscaping, concrete pads, sidewalk and driveways, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc.
5. Verify the finished surface is reasonably smooth compacted and free from irregular surface changes
6. Ensure final disposal of debris is in a manner that complies with all local, state, and federal guidelines, ordinances, codes, and laws

## H. File Closeout

Deliver the project file with all documents pertinent to the acquisition as required by the City.

## VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the city considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Friendswood will use an Evaluation Panel to evaluate the proposals. The proposals received will be part of the selection process utilized by the City together with a potential interview. The preferred firm then will negotiate with the City on fee and contract conditions. If, in the opinion of the City, a reasonable fee cannot be achieved with the firm of choice, negotiations will proceed with the second choice firm until a mutually agreed contract can be negotiated.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

## VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience, including work in Texas, as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)

- **Pricing and Fees.** (25 points)
- **References.** (10 points)

## **VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION**

- A. **No Gratuities** – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. **All Information True** – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. **Interviews** – If the City, as a result of the initial evaluation of the proposals, develops a “short list”, respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. **Inquiries** – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. **Cost of Responses** – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. **Contract Negotiations** – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. **No Obligation** – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood’s best interest; or (6) cancel the entire process.
- H. **Insurance** – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.
- I. **Texas Government Code, Chapter 2252 Statement**

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- J. **Texas Government Code, Chapter 2270 Statement**



By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms "boycotts Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

## EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

\_\_\_\_\_  
(OFFICIAL FIRM name)

By:

\_\_\_\_\_  
(Original Signature) **Must be signed to be considered responsive.**

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Remittance Address:

\_\_\_\_\_  
(City, State, Zip code)

Phone #:

(     )  
\_\_\_\_\_

Fax #:

(     )  
\_\_\_\_\_

E-Mail Address:

If an addendum is issued for this bid, please acknowledge receipt.

### ADDENDUMS/AMENDMENTS:

|    | Initials | Date acknowledged |
|----|----------|-------------------|
| 1) | _____    | _____             |
| 2) | _____    | _____             |
| 3) | _____    | _____             |

## STATEMENT OF ORGANIZATION

### 1. Proposer

Full Name of Business:

Principal Business Address:

Principal Phone Number:

Local Business Address:

Local Business Contract:

Local Business Phone:

Local Business Fax:

Local Business E-mail:

Type of Organization:

Tax ID #:

License #:

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

### 2. Subcontractor(s)

List of all firms participating in this proposal

|     | Name  | Address | Area of Responsibility |
|-----|-------|---------|------------------------|
| (a) | _____ | _____   | _____                  |
| (b) | _____ | _____   | _____                  |
| (c) | _____ | _____   | _____                  |
| (d) | _____ | _____   | _____                  |

## BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that \_\_\_\_\_ is a resident bidder of Texas as defined in HB 620.  
(Company Name)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

I certify that \_\_\_\_\_ is a Nonresident bidder as defined in HB 620  
(Company Name)  
and our principal place of business is \_\_\_\_\_.  
(City and State)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

## PRICING AND FEES

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

| Description            | Estimated Quantity | Unit Price | Total Price                 |
|------------------------|--------------------|------------|-----------------------------|
| Landowner Notification | 26                 | \$ _____   | \$ _____                    |
| Title Commitment       | 26                 | \$ _____   | \$ _____                    |
| Appraisal              | 26                 | \$ _____   | \$ _____                    |
| Negotiation            | 26                 | \$ _____   | \$ _____                    |
| Settlements            | 26                 | \$ _____   | \$ _____                    |
| Environmental Services | 26                 | \$ _____   | \$ _____                    |
| Demolition Services    | 26                 | \$ _____   | \$ _____                    |
| Closeout               | 26                 | \$ _____   | \$ _____                    |
|                        |                    |            | <b>Grand Total</b> \$ _____ |

### EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

| Section | Item/Material/Equipment Bid | Reason |
|---------|-----------------------------|--------|
| _____   | _____                       | _____  |
| _____   | _____                       | _____  |
| _____   | _____                       | _____  |
| _____   | _____                       | _____  |
| _____   | _____                       | _____  |
| _____   | _____                       | _____  |
| _____   | _____                       | _____  |
| _____   | _____                       | _____  |

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm \_\_\_\_\_

Agent \_\_\_\_\_

## CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: \_\_\_\_\_

\_\_\_\_\_  
(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

\_\_\_\_\_  
(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: \_\_\_\_\_

\_\_\_\_\_  
(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: \_\_\_\_\_

\_\_\_\_\_  
(Identify any other resources to be allocated to complete contract performance)



## CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

**Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education

- A contract related to health and human services if:
  - The value of the contract cannot be determined at the time the contract is executed; and
  - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

## **ATTACHMENT A**

### **PROCUREMENT FEDERAL REQUIREMENTS**

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

#### **CONTENTS**

1. Equal Employment Opportunity
2. Contract Work Hours and Safety Standards Act
3. Clean Air Act
4. Federal Water Pollution Act
5. Debarment and Suspension
6. Byrd Anti-Lobbying Amendment
7. Procurement of Recycled Materials
8. Access to Records
9. Department of Homeland Security Logo, Seal, and Flags
10. Compliance with Federal Law, Regulations, and Executive Orders
11. No Obligation by Federal Government
12. Program Fraud and False or Fraudulent Statements and Related Acts
13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation

**1. EQUAL EMPLOYMENT OPPORTUNITY**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**

## 2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

### 29 CFR § 5.5(B)

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The State of Texas shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**

### 3. CLEAN AIR ACT (42 U.S.C. § 7401 et seq.)

#### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
2. The Contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

\_\_\_\_\_  
(Typed or Printed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 4. FEDERAL WATER POLLUTION ACT (33 U.S.C. 1251 et seq.)

#### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

\_\_\_\_\_  
(Typed or Printed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**

## 5. DEBARMENT AND SUSPENSION

### Suspension and Debarment

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Friendswood and the State of Texas. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

**PLEASE NOTE: THIS DOCUMENT MUST BE COMPLETED BY THE RESPONDENT AND ALL SUBCONTRACTORS.**

**THESE DOCUMENTS MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**



## 6. BYRD ANTI-LOBBYING AMENDMENT

### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

\_\_\_\_\_  
(Name and Title of Contractor's Authorized Official)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**

## 7. PROCUREMENT OF RECOVERED MATERIALS

### 42 U.S.C. 6962

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) ) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

## 8. ACCESS TO RECORDS AND REPORTS

Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

(4) In compliance with the Disaster Recovery Act of 2018, the City of Friendswood, the State of Texas, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**

## 9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

## 10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

## 11. NO OBLIGATION BY FEDERAL GOVERNMENT

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

## 12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

### 31 U.S.C. 3801 et seq.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

---

(Typed or Printed Name of Signatory)

---

Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**

**13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at [www.sba.gov](http://www.sba.gov) and [www.mbda.gov](http://www.mbda.gov).

\_\_\_\_\_  
(Typed or Printed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**14. ENERGY EFFICIENCY AND CONSERVATION**

CONTRACTOR shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U. S. C. § 6201).

\_\_\_\_\_  
(Typed or Printed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.**

# 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

Certificate Number:  
2019-531016

Date Filed:  
08/20/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jeffrey S. Ward & Associates, Inc.  
Leesburg, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Friendswood, TX

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.

RFP 201904

Acquisition and Project Management Services For the City of Friendswood for Disasters DR4332056

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.



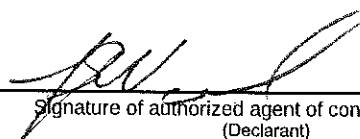
### 6 UNSWORN DECLARATION

My name is Jeff Ward, and my date of birth is May 20, 1962.

My address is P.O. Box 4356, Leesburg, VA, 20177, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Loudoun County, State of Virginia, on the 20th day of August, 20 19.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Resolution R2019-26:** A resolution of the City Council of the City of Friendswood, Texas, amending and replacing Resolution No. R2019-09 with this resolution; authorizing and approving the 2018 Community Development Block Grant – Disaster Recovery. (CDBG-DR)

Originating Department: Fire Marshal

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

HGAC (excluding Harris County) has developed a Method of Distribution (MOD) to distribute \$240,000,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the HGAC region which includes Galveston County jurisdictions devastated by Harvey. Friendswood was allocated \$2,762,650 and Galveston County was allocated \$4,359,764 for buyouts and acquisitions.

On April 1, 2019, City Council adopted a resolution supporting Galveston County's application to acquire two structures at Frenchman's Creek that the City did not have adequate funding for in its allocation.

Since the original applications were submitted, additional guidance from the GLO has been received and updates to the original Galveston County resolution and interlocal agreement were requested to meet GLO recommendations. Previously, if funded, the overall project was to be managed by the City, with funds coming from the Galveston County allocation. Now the project will be managed by Galveston County until the completion of the project.

The scopes of the submitted projects remain the same with the exception of the Frenchman's Creek acquisition project. Previously the City submitted to acquire 3 of the 5 structures with Galveston County submitting for the remaining 2. That has now changed due to allocation limits with the county submitting for 3 structures and the City the remaining 2.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City of Friendswood received substantial impact from Hurricane Harvey. These identified projects will reduce the future impacts to the City from natural disasters.

### RECOMMENDATIONS

Recommendation is made for City Council to adopt this resolution, and give the Mayor authority to sign the interlocal agreement. Additionally, it is recommended the Council authorize the Mayor, City Manager,

Assistant City Manager, and/or Administrative Services Director to sign any other documents related to this grant.

|                    |
|--------------------|
| <b>ATTACHMENTS</b> |
|--------------------|

1. Galveston County Inter-Local Agreement with the City of Friendswood
2. Galveston County Resolution for CDBG Aquisition in Friendswood
3. R2019-26 CBDG

INTERLOCAL AGREEMENT  
FOR  
CDBG DR-4332–2017 LOCAL BUYOUT AND ACQUISITION PROGRAM

STATE OF TEXAS §

COUNTY OF GALVESTON §

This Agreement is entered into by and between Galveston County Texas hereinafter referred to as "COUNTY", and the City of Friendswood Texas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, COUNTY and CITY are authorized to enter into this Inter-local Agreement pursuant to Tex. Gov't. Code Ann., Section 791.001, et seq. known as the Inter-local Cooperation Act; and

WHEREAS, COUNTY is an eligible applicant for CDBG DR-4332–2017 LOCAL BUYOUT AND ACQUISITION PROGRAM funds through the Texas General Land Office (an agency of the State of Texas) (TXGLO); and,

WHEREAS, COUNTY and CITY desire to promote the general health and safety of residents; and,

WHEREAS, COUNTY and CITY has identified a potential threat to the public health and safety and wishes to mitigate future damages, losses and injuries; and,

WHEREAS, COUNTY, on the behalf of CITY intends to apply for CDBG DR-4332–2017 LOCAL BUYOUT AND ACQUISITION PROGRAM funds through the Texas General Land Office, (TXGLO) for the purpose of providing infrastructure improvements that, upon completion, will be conveyed, owned and operated by CITY.

WHEREAS, in order to accomplish the above-mentioned necessary improvements, COUNTY will enter into the following necessary contractual agreements:

Contract with the TXGLO; and an inter-local agreement with the City of Friendswood.



The COUNTY will Contract with a qualified grant administration firm as solicited in accordance with the requirements of 2 C.F.R. § 200, if necessary, Contract with a qualified engineering firm as solicited in accordance with the requirements of 2 C.F.R. § 200 and if necessary, any ancillary Construction Contracts, and Contracts with appropriate third parties for surveying services, appraisal services, property acquisition services and other services for acquisition of property rights with respect to the improvements in accordance with the requirements of 2 C.F.R. § 200.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties mutually agree, as follows:

## PURPOSE

It is the purpose of the parties to this Inter-local Agreement to set forth the terms, rights and duties of the parties hereto whereby COUNTY, as a unit of general local government, will administer the above-described grant funds for the project described herein, and in the exhibits attached hereto, and whereby COUNTY will provide certain administrative services relating thereto for the ultimate benefit of the CITY.

## TERMS, RIGHTS AND DUTIES

### PART I - SERVICES AND CONDITIONS

1.1 Subject to the provisions hereof, COUNTY agrees to administer the CDBG DR-4332–2017 LOCAL BUYOUT AND ACQUISITION PROGRAM funds described herein, as the COUNTY is a unit of general local government, doing so for the ultimate benefit of the CITY.

1.2 COUNTY further agrees to enter into the following contract with the Texas General Land Office on the behalf of the CITY:

1.2.1 Contract with the TXGLO to provide CDBG DR-4332–2017 LOCAL BUYOUT AND ACQUISITION PROGRAM funds;

1.2.2 COUNTY, if necessary, agrees to contract with a qualified grant administration firm for the provision of necessary and related grant management services; and

1.2.3 COUNTY, if necessary, agrees to contract with a qualified engineering firm for the provision of project engineering services.

1.3 COUNTY further agrees to administer said grant funds, pursuant to Contract.

1.4 The parties hereto agree that certain financial obligations, responsibilities, and liabilities may be incurred by COUNTY and CITY, pursuant to the entering into of the above-mentioned contracts and the administration of said grant funds.

1.5 CITY agrees that, as to easements or other miscellaneous goods and services which may be necessary for the project's completion, COUNTY is authorized to act as the CITY's agent and incur such costs, in accordance with the budget as established in COUNTY's contract with TXGLO, as may be necessary and reasonable for said easements, services and goods, in accordance with Federal laws (including, without limitation, the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended), State laws and CDBG Program rules and regulations.

1.6 CITY agrees to present any and all documentation requested by the COUNTY necessary for cash drawdowns by the COUNTY from TXGLO contract funds for such reimbursement.

1.7 The COUNTY, if necessary, agrees to enter into the following contracts: Ancillary Contracts as necessary; and contracts with appropriate third parties for surveying services, appraisal services, property acquisition services and other services, if necessary, for acquisition of property rights with respect to the improvements.

1.8 CITY further agrees that, as to easements which are necessary, COUNTY is authorized to proceed with acquisition in COUNTY'S name in accordance with Federal laws, State laws and CDBG Program rules and regulations.

1.9 CITY agrees that, it shall take title of conveyance/ownership of acquired land and commits to maintain the land in compliance with Federal laws and State laws upon completion.

1.10 CITY agrees, in carrying out its obligations hereunder, to act in compliance with all federal laws, including, without limitation, the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended, state laws and CDBG-DR Program rules and regulations.

1.11 Upon conveyance of the acquired land to CITY, CITY agrees to assume all rights and obligations associated with the land pursuant to applicable grant programs, Federal laws, and State laws governing the acquired land, and CITY assumes the risk of loss associated with the acquired land, including, without limitation, future disallowance of grant funds, fines, assessments, remedying any condition of or on the land, and burdens of legal actions required against third parties.

1.12 CITY agrees to undertake the end use requirements of the property as required by CDBG rules. The City, in conjunction with the Galveston County Consolidated Drainage District, will complete a flood control project at the site. If a flood control project cannot be undertaken, the City will complete the installation of public park facilities at the site.

## PART II - TERM

The term of this Inter-local Agreement shall commence on the date of COUNTY's acceptance of the grant funds made on the basis of this Inter-local Agreement, and continue in full force and effect through the extinguishing of any and all claims, obligations, or responsibilities, of whatever kind, relating to the administering of said grant funds or the agreements listed in Sections 1.2, 1.5, and 1.9 through 1.11 of this Inter-local Agreement.

PART III – SEVERABILITY

In case any one or more of the provisions contained in this Inter-local Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidation, illegality or unenforceability shall not affect any other provision hereof and this Inter-local Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

PART IV - ENTIRETY

This Inter-local Agreement contains the entire Agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly contained in this Inter-local Agreement are of no force and effect.

IN WITNESS WHEREOF, COUNTY enters into this Inter-local Agreement EFFECTIVE the 26<sup>th</sup> day of August, 2019 and the CITY enters into this Inter-local Agreement EFFECTIVE the 9th day of September, 2019

APPROVED BY GALVESTON COUNTY on the 26<sup>th</sup> day of August, 2019, and executed by MARK HENRY, Judge, as authorized representative of COUNTY.

ATTEST: GALVESTON COUNTY

By:\_\_\_\_\_ By:\_\_\_\_\_

Dwight D. Sullivan, County Clerk

Mark A. Henry, Judge

TO BE APPROVED BY THE CITY COUNCIL of the CITY of FRIENDSWOOD on the 9th day of September, 2019, and executed by MIKE FOREMAN , Mayor of the City of Friendswood , as authorized representative of the City of Friendswood .

ATTEST: The City of Friendswood

By:\_\_\_\_\_ By:\_\_\_\_\_

Melinda Welsh

Mike Foreman

City of Friendswood City Secretary

Mayor, City of Friendswood



On this the 26<sup>th</sup> day of August, 2019, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

**Mark Henry, County Judge;**  
**Darrell A. Apffel, Commissioner, Precinct No. 1;**  
**Joseph Giusti, Commissioner, Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3;**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

A RESOLUTION OF THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A RESOLUTION FOR A COMMUNITY BLOCK DEVELOPMENT GRANT (CDBG) DR-4332-2017, LOCAL BUYOUT AND ACQUISITION PROGRAM APPLICATION TO THE TEXAS GENERAL LAND OFFICE; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE CDBG DR-4332-2017 GRANT PROGRAM. THIS RESOLUTION SUPERCEDES THE PREVIOUSLY APPROVED COMMISSIONERS' COURT RESOLUTION DATED THE 25<sup>TH</sup> OF MARCH 2019.

WHEREAS, the Commissioners Court of Galveston County desires to develop a viable community, and preserve the health and public safety of its residents; and

WHEREAS, certain conditions exist which represent a threat to public health and safety; and

WHEREAS, it is necessary and in the best interests of Galveston County to apply under CDBG-DR-4332-2017.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS:

1. That a Community Block Development Grant application through the TEXAS GENERAL LAND OFFICE hereby authorized to be filed on behalf of the City of Friendswood by Galveston County.

2. That the application be for \$2,912,000.00 of grant funds with no local cost share for a total project cost of \$2,912,000.00 to provide the necessary funding to acquire and demolish the following properties through the Texas General Land Office Property Acquisition Program that will address structures within a flood way that are prone to continued flood damages:

111, 112, 113, 114, 121, 122, 123 & 124 Blue Heron, Friendswood, TX

131, 132, 133 & 134 Moss Point, Friendswood, TX

3. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the CDBG Grant DR-4332-2017; and
4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Upon Motion Duly Made, and Seconded, **the above Resolution was passed on this 26<sup>th</sup> day of August, 2019.**

**Attest:**

**County of Galveston, Texas  
By:**

---

**Dwight D. Sullivan, County Clerk**

---

**Mark A. Henry, County Judge**

**RESOLUTION NO. R2019-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FRIENDSWOOD, TEXAS, AMENDING AND  
REPLACING RESOLUTION NO. R2019-09 WITH THIS  
RESOLUTION; AUTHORIZING AND APPROVING THE  
2018 COMMUNITY DEVELOPMENT BLOCK GRANT –  
DISASTER RECOVERY. (CDBG-DR)**

\* \* \* \* \*

**WHEREAS**, on April 1, 2019, the City Council of the City of Friendswood, Texas, adopted Resolution No. R2019-09, approving the CDBG-DR, and this Resolution amends and replaces that Resolution; and

**WHEREAS**, the City of Friendswood City Council finds it in the best interest of the citizens of Friendswood, that the City of Friendswood, support project applications for the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds allocated to Galveston County for acquisition of Frenchman’s Creek in Friendswood, Texas; and

**WHEREAS**, the City of Friendswood agrees that in the event of loss or misuse of CDBG-DR funds, the City of Friendswood assures that the funds will be returned in full.

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

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

**Section 2.** That the City of Friendswood, Texas supports the Galveston County submission of the Community Development Block Grant – Disaster Recovery grant application for the Frenchman’s Creek Acquisition program.

**Section 3.** That the Mayor is authorized to sign an interlocal agreement between Galveston County and the City of Friendswood regarding the administration of program funds.

**Section 4.** That the City Council of the City of Friendswood, Texas, hereby designates the Mayor, City Manager, Assistant City Manager and Administrative Services Director as the Grantees' authorized officials to submit and sign documents related to this grant.

**PASSED, APPROVED, AND ADOPTED this the 9th day of September, 2019.**

---

Mike Foreman  
Mayor

ATTEST:

---

Melinda Welsh, TRMC  
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: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-30: (Title: Second and Final reading of an ordinance amending the zoning classification for 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas, by granting an amendment to Ordinance 2015-26 by adding NAICS Use # 8121 "Personal Care Services," but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, establishing the Planned Unit Development (PUD) for the use of the subject property)** An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas; providing for the granting of an amendment to the Specific Use Permit (SUP) approved by Ordinance 2015-26 on November 2, 2015, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, adopted on March 6, 1995, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Originating Department: Community Development

Degree of importance: Choose an Option

### SUMMARY / ORIGINATING CAUSE

There is an existing PUD/SUP on the property located at 402 E Edgewood Drive. The property owner would like to add NAICS use #8121 Personal Care Services to the list of uses allowed on the property. The property has two existing buildings totaling 2,593 square feet; no changes to the exterior of the buildings or site are proposed at this time. There is also sufficient parking to support the proposed uses that would be allowed under 8121, Personal Care Services.

The uses already allowed under the current PUD/SUP:

#54 - Professional, Scientific and Technical Services with the exception of #54194 Veterinary Services

#621 - Ambulatory Health Care Services with the exception of #6214 Outpatient Care Centers

#531 - Real Estate

#52 - Finance and Insurance with the exception of #522298 All other non-depository credit intermediation (pawn shops)

# 442 Furniture and Home Furnishings

#446 Health and Personal Care Stores



## #448 Clothing and Clothing Accessory Stores

### NAICS Use #8121 Personal Care Services -

This industry group comprises establishments, such as barber and beauty shops, that provide appearance care services to individual consumers.

Included uses: Hair, Nail, and Skin Care Services; Barber Shops; Beauty Salons; Nail Salons; Other Personal Care Services (Permanent Makeup Salons, Ear piercing services, Tanning Salons, Massage Parlors, Tattoo Parlors, Nonmedical Diet and Weight Reducing Centers); Diet and Weight Reducing Centers.

#### **IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

The Future Land Use Map identifies this tract as developing as "Mixed Use." Surrounding properties are zoned similarly.

#### **RECOMMENDATIONS**

The Planning and Zoning Commission conducted a public hearing on Thursday, July 11, 2019, and voted 4 to 0 (unanimous) to approve the requested zone change. Commissioners Sasson, Banfield, and Guenther were absent.

#### **ATTACHMENTS**

1. Ord 2019-30 Rezoning 402 E Edgewood Dr SUP
2. Ord 2019-30 Exhibit A
3. Ord 2019-30 Exhibit B

(Title: An ordinance amending the zoning classification for 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas, by granting an amendment to Ordinance 2015-26 by adding NAICS Use # 8121 “Personal Care Services,” but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, establishing the Planned Unit Development (PUD) for the use of the subject property.)

**ORDINANCE NO. T2019-30**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR 402 E. EDGEWOOD DRIVE, BEING A .3857 ACRE TRACT OF LAND OUT OF LOT 21 OF THE HOIDALE AND COFFMAN SUBDIVISION OF THE NORTHEAST PART OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT NO. 2, GALVESTON COUNTY, FRIENDSWOOD, TEXAS; PROVIDING FOR THE GRANTING OF AN AMENDMENT TO THE SPECIFIC USE PERMIT (SUP) APPROVED BY ORDINANCE 2015-26 ON NOVEMBER 2, 2015, BUT OTHERWISE SUBJECT TO THE PRIOR REGULATIONS, RESTRICTIONS, AND CONDITIONS OF ORDINANCE 95-3, ADOPTED ON MARCH 6, 1995 ESTABLISHING THE PLANNED UNIT DEVELOPMENT (PUD) FOR THE USE OF THE SUBJECT PROPERTY; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, David H. Offenburger is the Owner of 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the Northeast Part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas, as also depicted in Ordinances 95-3, 2000-07, 2004-1, 2013-13, and 2015-26 of the City records which are incorporated herein by reference, (the “Property”); and

**WHEREAS**, City of Friendswood, Texas, Ordinance No. 2015-26 clarified uses allowed

by previous ordinances (95-3, 2000-07, 2004-01 and 2013-13), with Ordinance No. 2013-13 adding NAICS reference numbers #54 “Professional, Scientific and Technical Services” with the exception of #54194 “Veterinary Services”, #621 “Ambulatory Health Care Services” with the exception of #6214 “Outpatient Care Centers”, #531 “Real Estate,” and #52 “Finance and Insurance” with the exception of #522298 which includes all other non-depository credit intermediation (pawn shops), allowed an addition to the building and additional parking spaces, and Ordinance No. 2015-26 adding NAICS use #442 “Furniture and Home Furnishings,” NAICS use #446 “Health and Personal Care Stores,” and NAICS use #448 “Clothing and Clothing Accessory Stores”, but otherwise expressly subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, establishing a PUD for the use of the subject Property, not in conflict with the terms of this Ordinance.

**WHEREAS**, the Owner previously made application to the City to change the zoning classification of the Property to amend the previous Specific Use Permit (SUP 2015-26), to allow an additional NAICS use #8121 “Personal Care Services;” and

**WHEREAS**, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

**WHEREAS**, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

**WHEREAS**, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

**WHEREAS**, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

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

**Section 1.** The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its application for SUP), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in granting this SUP, as provided hereafter.

**Section 2.** The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached Exhibit “A”, to amend the previous Specific Use Permit (SUP) 2015-26 to allow, in addition to the uses allowed previously, NIACS Use #8121 “Personal Care Services,” but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

**Section 3.** The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

**Section 4.** This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Friendswood, save and except the amendments permitted herein of said Property as described in Section 2 hereof.

**Section 5.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent

jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 6.** Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

**PASSED AND APPROVED on first reading this 5th day of August, 2019.**

**PASSED, APPROVED, and ADOPTED on second and final reading this 9th day of September, 2019.**

---

Mike Foreman  
Mayor

ATTEST:

---

Melinda Welsh, TRMC  
City Secretary

## **Exhibit “A”**

Surveys and Maps of property located at 402 E. Edgewood Drive:

1. Deed and Legal Description
2. Aerial Map
3. Location Map
4. Zoning Map

**CASH WARRANTY DEED**

**Date:** August 2, 1999

**Grantor:** SUNNY STEVENS, a single person

**Grantor's Mailing Address (including county):**

SUNNY STEVENS

\_\_\_\_\_  
5458 APPLE BLOSSOM  
\_\_\_\_\_  
FRIENDSWOOD, TEXAS 77546  
\_\_\_\_\_  
GALVESTON County

**Grantee:** DAVID H. OFFENBURGER AND MARY B. OFFENBURGER

**Grantee's Mailing Address (including county):**

DAVID H. OFFENBURGER

\_\_\_\_\_  
446 ELDER GLEN DRIVE  
\_\_\_\_\_  
WEBSTER, TEXAS 77598  
\_\_\_\_\_  
HARRIS County

MARY B. OFFENBURGER

\_\_\_\_\_  
446 ELDER GLEN DRIVE  
\_\_\_\_\_  
WEBSTER, TEXAS 77598  
\_\_\_\_\_  
HARRIS County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

**Property (including any improvements):**

A TRACT OR PARCEL OF LAND OUT OF LOT TWENTY-ONE (21), OF THE HOIDALE AND COFFMAN SUBDIVISION, OF THE NORTHEAST PART OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT NO. 2, GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



**Reservations From and Exceptions to Conveyance and Warranty:**

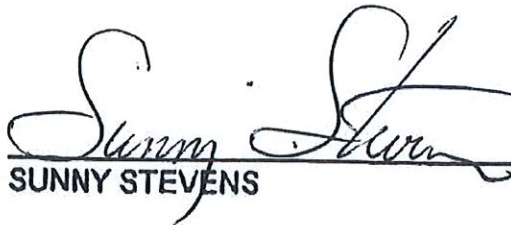
This conveyance is made and accepted subject to any and all existing restrictions, mineral reservations and interests, conditions, covenants, easements and rights of way, if any, applicable to and enforceable against the above described real property as now reflected by the records of the County Clerk of Galveston County, Texas.

Current ad valorem taxes on the above described property as of the date hereof are assumed by grantee and grantee covenants and promises to pay the same.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The conveyance of the property as provided for herein is made on an "AS IS" basis, and Grantee acknowledges that, in consideration of the agreements of the Grantor herein, except as otherwise specified herein, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, provided however that the terms of this provision shall not relieve Grantor from the obligations contained in that one certain contract for the conveyance of the property.

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

  
SUNNY STEVENS



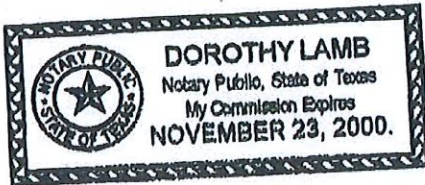
**ACKNOWLEDGMENT**

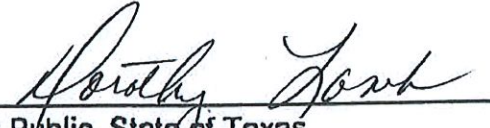
**STATE OF TEXAS**

§  
§  
§

**COUNTY OF GALVESTON**

This instrument was acknowledged before me on August 2, 1999,  
by **SUNNY STEVENS**.



  
\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Michael H. Laster  
WILLIAMS, BIRNBERG & ANDERSEN, LLP  
6671 Southwest Freeway, Suite 303  
Houston, Texas 77074-2284

**AFTER RECORDING RETURN TO:**

**HOLD FOR TEXAS AMERICAN  
TITLE COMPANY RUNNER**

**F:\WPWHL\TATCO\875\991175CWD**

**CASH WARRANTY DEED**

**PAGE 3**

P.O. Box 2113  
Pearland, Texas 77680  
713-485-5191

FIELD NOTE DESCRIPTION OF A 0.3857 ACRE TRACT OF LAND OUT OF LOT 21 OF THE HOIDALE AND COFFMAN SUBDIVISION OF THE NORTHEAST PART OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 2, GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 215, PAGE 394 OF THE COUNTY CLERK'S RECORDS OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a  $\frac{1}{2}$  inch iron rod in the northwest right of way line of F.M. 2351 (East Edgewood Ave.) which bears N 45° 00' 00" W a distance of 40.00 feet and S 45° 00' 00" W a distance of 264.00 feet from the most easterly corner of the aforementioned Lot 21;

THENCE S 45° 00' 00" W along the northwest right of way line of F.M. 2351 (East Edgewood Ave.), a distance of 120.00 feet to a  $\frac{1}{2}$  inch iron rod for corner;

THENCE N 45° 00' 00" W a distance of 140.00 feet to a  $\frac{1}{2}$  inch iron rod for corner;

THENCE N 45° 00' 00" E a distance of 120.00 feet to a  $\frac{1}{2}$  inch iron rod for corner;

THENCE S 45° 00' 00" E a distance of 140.00 feet to the PLACE OF BEGINNING and containing 0.3857 acre of land, more or less.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*Walker L. Treesh*

Walker L. Treesh, R.P.L.S. No. 18955  
August 5, 1991



PROPERTY EXHIBIT





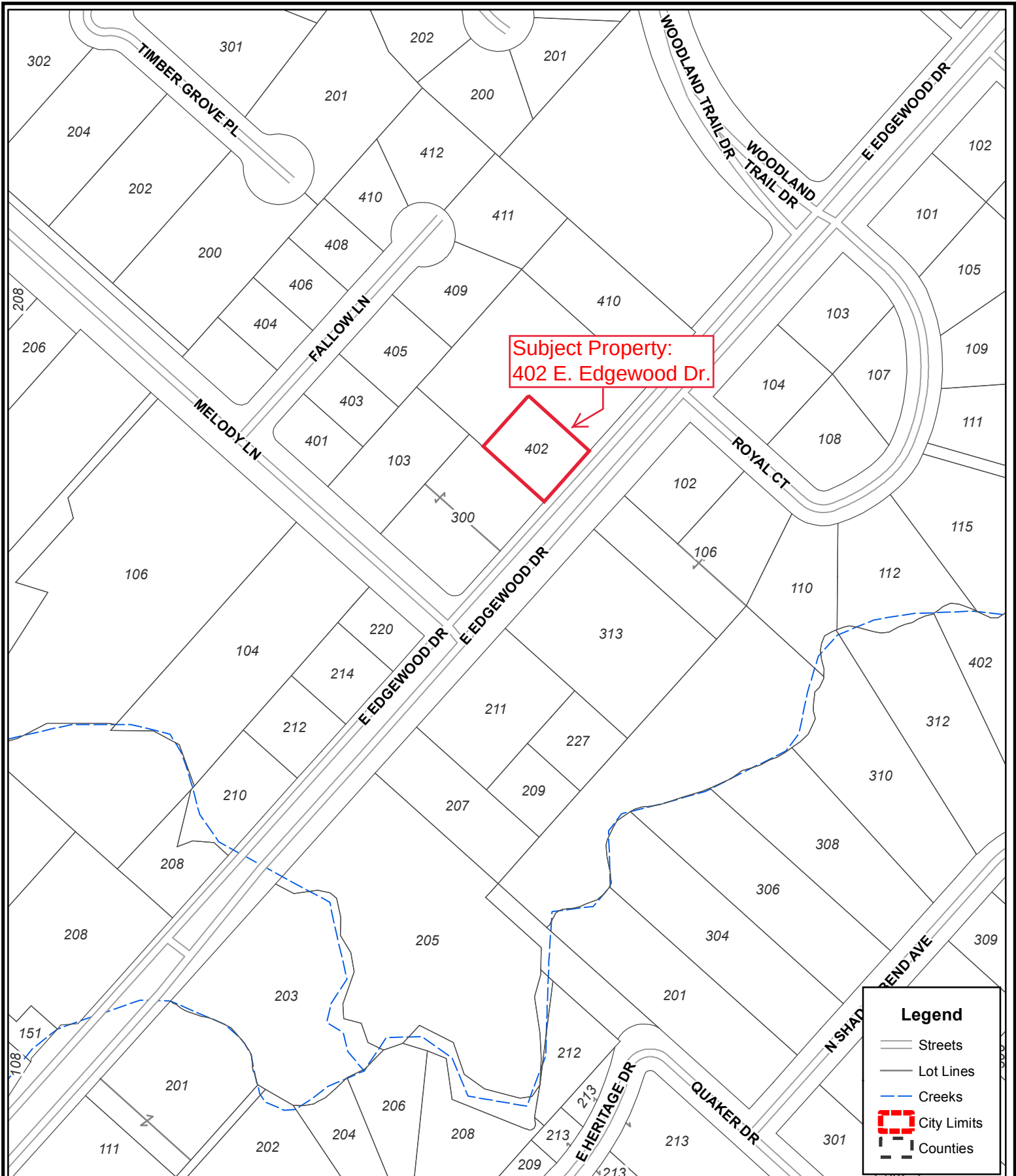
**City of Friendswood**  
910 South Friendswood Drive  
Friendswood, Texas 77546  
(281) 996-3200  
[www.ci.friendswood.tx.us](http://www.ci.friendswood.tx.us)

**Friendswood GIS Mapping**



1" = 53'  
Page 215 of 382





Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



**City of Friendswood**  
 910 South Friendswood Drive  
 Friendswood, Texas 77546  
 (281) 996-3200  
[www.ci.friendswood.tx.us](http://www.ci.friendswood.tx.us)

# Friendswood GIS Mapping



1" = 213'  
 Page 216 of 382



## **Exhibit “B”**

1. Application and Requested Use
2. Existing Site Plan approved by Ordinance 2015-26
3. Photos of Existing Buildings



## City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

### Zone Change Application

**CURRENT ZONE OF PROPERTY:** SUP PUD 2015-26

**TYPE OF ZONE CHANGE (check one):**

☐ Land Use Change to Zone: \_\_\_\_\_

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: 8121

**PROPERTY IDENTIFICATION:**

Address: 402 EAST EDGEWOOD DR FRIENDSWOOD TX 77546

Platted Land – Plat Name: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Unplatted Land – Attach a certified metes and bounds description

**OWNER NAME:** DAVID OFFENBURGER Phone: 281 635-7707

Owner's Mailing Address: 446 ELDER GLEN DR

City: WEBSTER State: TX Zip: 77598 Fax: \_\_\_\_\_

Owner's Email Address: davidhbarger@gmail.com

**AGENT'S NAME :** Casey Kim Womack Igo Phone: 210 913-9921

Agent's Mailing Address: 3416 Cortana Ln

City: Friendswood State: Tx Zip: 77546 Fax: \_\_\_\_\_

Agent's Email Address: womackckim@gmail.com

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

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

Owner's Signature: [Signature] Date: 6-12-2019

Agent's Signature: [Signature] Date: 6-12-2019

Received By: Becky Summers  
Date of Public Hearing: 7-11-19  
Property Owner Notices: 10-28-19

Application Number: \_\_\_\_\_  
Received Date: 10-13-19  
Newspaper Notice: 10-17-19  
Sign on Property: 10-28-19



EXIST SLOPE PAVING

FL 25.50

WOOD SHED

LOT 1 CHRISLEY ESTATES  
PLAT RECORD 18, MAP No. 559, G.C.M.R.

FND 1/2" I.R.

N 45°00'00" E 120.00'

TC 28

Existing asphalt gravel

EXISTING FRAME STUCCO GARAGE

22 FL 27.50  
New Addition

PROP. GRADED SWALE @ 1.10%

GRAVEL TO CONC DRIVE

PROP. INLET  
T/G 27.25  
FL 23.00

EXISTING BLDG

MELODY PLAZA  
COUNTY CLERK'S FILE No. 9504197  
O.C.C., C.C.T.

N 45°00'00" W 139.75'

S 45°00'00" E 140.00'

30' BUILDING LINE

PROP 82' ~ 18" RCP @ 0.50%  
W/ 6" RESTRICTOR

PROP. GRADED SWALE

SIGN

MATCH  
EXIST CONC

6" RESTRICTOR

S 45°07'07" W 120.00'

FL 22.59

EXIST STM SWR MH  
W/ DROP INLET TOP  
RIM 26.59  
48" FL 20.03  
18" FL 20.06

EXIST 10" SAN SWR

EXIST STM SWR MH  
W/ DROP INLET TOP  
RIM 26.10  
EXIST FL 20.25

EXIST 10" F.M.

EAST EDGEWOOD

FILL VOID  
PIPES W  
SHRINK

FL

Parking

Existing

2065

Proposed

528

Total

2593

3.8 per 1000 = 9.8

shown

10









## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-31: (Title: Second and Final reading of an ordinance changing the prior zoning classification of a tract of land consisting of .981 acres, also known as Lots 1, 2, and 3 in Winding Hollow Subdivision, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions and conditions of Ordinance 2016-01)** An ordinance amending Appendix "C" of the Code of Ordinances of the City of Friendswood, Texas, being the Zoning Ordinance of the City, by amending the zoning classification of a .981 acre tract of land, located at 103, 105 and 107 Shadwell Lane, Winding Hollow Subdivision, being a replat of a part of Lot 1, Block 6, Friendswood Subdivision, in the Sarah McKissick or J.R. Williams League, according to the map of record in Volume 238, Page 14 in the Office of the County Clerk of Galveston County, Texas, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 2016-01, adopted on February 1, 2016, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Originating Department: Community Development

Degree of importance: Elective

### SUMMARY / ORIGINATING CAUSE

The owner of the three tracts along Shadwell Lane is requesting to amend the current Planned Unit Development 2016-01 in order to construct a new building. The building that was located at 107 Shadwell Lane was demolished recently. The building sustained significant damage during Hurricane Harvey, and a new building is proposed. The new building will match the other two buildings located at 103 and 105 Shadwell Lane. No other changes to the PUD are proposed at this time...uses, setbacks and lot sizes will all remain the same. This approval will also serve as the site plan approval for the new building.

The parking for these lots is provided through on-street parking. Two separate license agreements have been approved for the construction and use of parking within the City's right-of-way along Shadwell Lane. The second agreement also included improved access to the City's overflow parking area on the lot adjacent to 107 Shadwell Lane.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The construction of the new building will blend well with the two existing buildings. Additionally, the Future Land Use Map identifies this property developing as a mixed use.

### **RECOMMENDATIONS**

The Planning and Zoning Commission conducted a public hearing on Thursday, July 11, 2019, and voted 4 to 0 (unanimous) to approve the requested zone change. Commissioners Sasson, Banfield, and Guenther were absent.

### **ATTACHMENTS**

1. Ord 2019-31 Rezoning 103 105 107 Shadwell Ln
2. Ord 2019-31 Exhibit A
3. Ord 2019-31 Exhibit B

(Title: An ordinance changing the prior zoning classification of a tract of land consisting of .981 acres, also known as Lots 1, 2, and 3 in Winding Hollow Subdivision, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions and conditions of Ordinance 2016-01).

**ORDINANCE NO. T2019-31**

AN ORDINANCE AMENDING APPENDIX “C” OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF A .981 ACRE TRACT OF LAND, LOCATED AT 103, 105 AND 107 SHADWELL LANE , WINDING HOLLOW SUBDIVISION, BEING A REPLAT OF A PART OF LOT 1, BLOCK 6, FRIENDSWOOD SUBDIVISION, IN THE SARAH MCKISSICK OR J.R. WILLIAMS LEAGUE, ACCORDING TO THE MAP OF RECORD IN VOLUME 238, PAGE 14 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, PROVIDING FOR AN AMENDMENT TO PLANNED UNIT DEVELOPMENT (PUD) 2016-01 TO CONSIDER A NEW SITE PLAN AND BUILDING ELEVATIONS FOR A BUILDING TO BE CONSTRUCTED ON THE LOT LOCATED AT 107 SHADWELL LANE, BUT OTHERWISE SUBJECT TO THE PRIOR REGULATIONS, RESTRICTIONS, AND CONDITIONS OF ORDINANCE 2016-01, ADOPTED ON FEBRUARY 1, 2016, ESTABLISHING THE PLANNED UNIT DEVELOPMENT (PUD) FOR THE USE OF THE SUBJECT PROPERTY; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

\* \* \* \* \*

WHEREAS, Johnson Five Holdings, LLC, represented by Clayton Johnson, the owner (“Owner”) of real property generally located at 103, 105 and 107 Shadwell Lane within the City, same now consisting of a tract of land measuring approximately .981 acres in the Sarah McKissick or J.R. Williams League, according to the map of record in Volume 238, Page 14, in the office of

the County Clerk of Galveston County, Texas, more specifically described in Exhibit “A,” including Warranty Deeds, plat, location map, zoning map, and aerial map, (the “Property”), has filed an application to rezone the property included in prior Ordinance Nos. 2000-38, 2005-37, 2011-11, 2013-41, and 2016-01, to amend the Planned Unit Development (PUD) 2016-01 for the Property identified herein pursuant to the site plan, building elevations and related documents attached hereto in Exhibit “B,” but otherwise expressly subject to the prior regulations, restrictions, and conditions of Ordinance 2016-01 establishing a PUD for the use of the subject Property, not in conflict with the terms of this Ordinance; and

**WHEREAS**, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

**WHEREAS**, pursuant to the Zoning Ordinance, Section 7. “Schedule of District Regulation,” J. “Planned Unit Development, General Purpose and Description,” paragraph 7.c.1., Owner has determined to submit a site plan at this time, (Option 1), for approval concurrent with the approval of the requested PUD zone change; and

**WHEREAS**, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to certain conditions; and

**WHEREAS**, as a result of the said public hearing, the City Council hereby finds and determines that the proposed change in zoning classification and the rezoning of the Property

would not be detrimental to the community, and is in conformance with the Zoning Ordinance;  
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, it being expressly understood that the City Council of Friendswood (“City Council”) is relying upon the express representations of the Owner appearing in the documents submitted for final approval, (specifically including those documents in Exhibits “A” and “B”), and the representations made at the public hearings before the Planning and Zoning Commission and City Council to induce approval of the rezoning made the subject of this Ordinance.

**Section 2.** The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached Exhibit “A” to amend the previous Planned Unit Development (2016-01) to consider a site plan and building elevations for a new building to be constructed as depicted in Exhibit “B,” but otherwise expressly subject to the prior regulations, restrictions, and conditions of Ordinance 2016-01 establishing a PUD for the use of the subject Property, not in conflict with the terms of this Ordinance.

**Section 3.** The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

**Section 4.** This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

**Section 5.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council



of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 6.** Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

**PASSED AND APPROVED on first reading this 5th day of August, 2019.**

**PASSED, APPROVED, and ADOPTED on second and final reading this 9th day of September, 2019.**

---

Mike Foreman  
Mayor

ATTEST:

---

Melinda Welsh, TRMC  
City Secretary

## **Exhibit “A”**

1. Deeds for 103, 105 and 107 Shadwell
2. Winding Hollow Plat
3. Aerial Map
4. Location Map
5. Zoning Map

**WARRANTY DEED  
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE**

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

THE STATE OF TEXAS                   §  
                                                 §  
COUNTY OF GALVESTON           §

THAT THE UNDERSIGNED, **DAVID GRUDZINSKI** and wife, **LOURDES GRUDZINSKI**, (herein called "Grantor"), for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by **JOHNSON FIVE HOLDINGS, LLC**, a Texas limited liability company (herein called "Grantee"), whose address is **1202 TALL PINES DRIVE, FRIENDSWOOD, TEXAS 77546**, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of **ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS** (herein called the "Note"), payable to the order of **ALLEGIANCE BANK TEXAS** (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to **DARYL D. BOHLS, TRUSTEE**, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

**LOT(S) TWO (2) AND THREE (3), IN BLOCK ONE (1), OF WINDING HOLLOW, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 15, PAGE 121 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.**

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the VENDOR'S LIEN, including the SUPERIOR TITLE, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

**We hereby certify that this is a true and correct copy of the original instrument**  
**ALAMO TITLE COMPANY**  
**By: \_\_\_\_\_**

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED THIS THE 15 day of JUNE, 2015.

GRANTOR:

*D. Grudzinski*  
DAVID GRUDZINSKI

*L. Grudzinski*  
LOURDES GRUDZINSKI

GRANTEE:

JOHNSON FIVE HOLDINGS, LLC, a Texas limited liability company

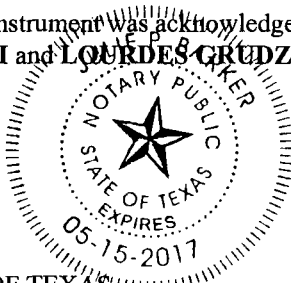
*Clayton A. Johnson*  
CLAYTON A. JOHNSON, MANAGER

*Jennifer A. Johnson*  
JENNIFER A. JOHNSON, MANAGER

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 15 day of June, 2015, by **DAVID GRUDZINSKI and LOURDES GRUDZINSKI.**

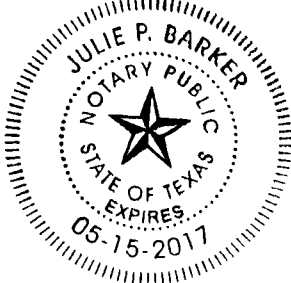


*Julie P. Barker*  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 15 day of June, 2015, by **CLAYTON A. JOHNSON, MANAGER and JENNIFER A. JOHNSON, MANAGER of JOHNSON FIVE HOLDINGS, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said company.**



*Julie P. Barker*  
NOTARY PUBLIC, STATE OF TEXAS

# DEED OF TRUST AND SECURITY AGREEMENT

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

THE STATE OF TEXAS

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COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **JOHNSON FIVE HOLDINGS LLC**, a Texas limited liability company, hereinafter called "Grantors" (whether one or more), whose address for notice hereunder is **107 SHADWELL WAY, FRIENDSWOOD, TEXAS 77546**, of **GALVESTON** County, Texas, in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** cash in hand paid by **KRISTINA KONCABA**, hereinafter called "Trustee", whose address for notice is **711 W. BAY AREA BLVD., SUITE 400, WEBSTER, TEXAS 77598**, the receipt of which payment is hereby acknowledged and confessed, and of the debt and trust hereinafter mentioned have **Granted, Bargained, Sold and Conveyed**, and by these presents do **Grant, Bargain, Sell and Convey** unto Trustee, and unto the successor or substitute Trustee hereinafter provided, the following property situated in **GALVESTON** County, Texas, to-wit:

THE SOUTHWEST 0.333 ACRE OF LAND OUT OF LOT ONE (1), IN BLOCK ONE (1), OF AMENDED FINAL PLAT OF WINDING HOLLOW, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT RECORD 18, MAP NUMBER 1062, IN THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, AND SAID 0.333 ACRE BEING THAT SAME CERTAIN TRACT FORMERLY KNOWN AS LOT ONE (1), IN BLOCK ONE (1), OF WINDING HOLLOW, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT PLAT RECORD 15, MAP NUMBER 121, IN THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, WHICH FORMER LOT 1 WAS ABANDONED BY SAID AMENDED FINAL PLAT OF WINDING HOLLOW. SAID 0.33 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

together with all buildings and other improvements thereon and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings and other property, real and personal, now or hereafter installed or used on the above-described property or the improvements thereon, including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water-heating, cooking and air-conditioning equipment, fixtures and appurtenances, window screens, window shades, venetian blinds, awnings, drapes, rugs, and other floor coverings and shrubbery and other chattels and personal property used or furnished in connection with the operation, use and enjoyment of the above-described property and the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above-described real property; all rents, revenues, income and profits arising from any part of the above-described property and the use thereof, including all rents, revenues, bonus money, royalties, rights and benefits accruing to Grantors under all present and future oil, gas and mineral leases on any part of the above-described property; all rights, title and interest of Grantors in and to any utility capacities and wastewater reservations relating to any part of the above-described property; all rights, title and interest of Grantors in and to any and all Wastewater Capacity Reservations of any kind or character, if any, covering the Land or Improvements, issued or which may be issued by any governmental agencies having jurisdictions thereof, and all other rights relating to sewage treatment capacity, water capacity and utilities servicing the Land or Improvements (said rights described in this subparagraph being collectively sometimes called "Utilities Rights") and all rights, title and interest of Grantors in and to any permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with said real property; and all the estate, right, title and interest of every nature whatsoever of the Grantors in and to all of the foregoing and every part and parcel thereof.

Notwithstanding any other language contained herein, no lien or security interest created or evidenced by this agreement shall extend to cover any homestead property of Grantor in the event that such lien or security interest is not permitted by the Texas Constitution and/or Texas Law.

Notwithstanding any other language contained herein, if any person executing this agreement is a "Consumer" as defined in Regulation AA of the Board of Governors of the Federal Reserve System, 12 C.F.R. Part 227, or the Federal Trade Commission Practices Rule, 16 C.F.R. Part 444, no lien or security interest created or evidenced by this agreement shall extend to cover a non possessory lien or security interest in "Household Goods", other than a purchase money lien or security interest, in accordance with regulations as applicable.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights, privileges, hereditament and appurtenances thereunto in anywise incident, appertaining or belonging (all of which are hereinafter called "Premises") unto Trustee, and his successors or substitutes forever; and Grantors hereby bind themselves, their

heirs, successors, assigns and legal representatives, to warrant and forever defend title to said Premises unto Trustee, his successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This mortgage is made on the following trusts, terms and conditions, and for the purpose of securing and enforcing the payment of a certain promissory note (hereinafter called "Note") of even date herewith in the principal sum of **TWO HUNDRED TWENTY ONE THOUSAND AND NO/100 (\$221,000.00) DOLLARS**, being payable on **THREE (3) YEARS** from the date thereof and bearing interest before and after maturity thereof as therein specified, containing certain accelerating, maturity and attorney's fee collection clauses, as specified therein, executed by Grantors and payable to the order of **TEXAN BANK** (hereinafter, together with any subsequent holder of the Note, called "Beneficiary"), whose address is **711 W. BAY AREA BLVD., SUITE 400, WEBSTER, TEXAS 77598**, in lawful money of the United States of America; all renewals, rearrangements, extensions and/or modifications of the Note; and all other sums of money which may be hereafter paid or advanced by or on behalf of Beneficiary under the terms and provisions of this Deed of Trust; any additional loans made by Beneficiary to Grantors (it being contemplated that Beneficiary may lend additional sums to Grantors from time to time, but shall not be obligated to do so, and Grantors hereby agreeing that any such additional loans shall be secured by this Deed of Trust); and any and all other indebtedness, obligations and liabilities of any kind of the Grantors, or any Maker of the Note, to Beneficiary, now or hereafter existing, absolute or contingent, joint and/or several, secured or unsecured, due or not due, arising by operation of law or otherwise, or direct or indirect, including indebtedness, obligations and liabilities to Beneficiary or the Maker of the Note, or Grantors and/or said maker of the Note as a member of any partnership, syndicate, association or other group, and whether incurred by the Grantors as principal, surety, endorser, guarantor, accommodation party or otherwise, and whether originally contracted with Beneficiary or acquired by Beneficiary pursuant to a loan participation agreement or otherwise (all of which are hereinafter referred to as the "Indebtedness").

Grantors hereby expressly covenant and agree that:

1. **PROMISE TO PAY NOTE:** Grantors will pay, or cause to pay, the Note secured hereby in accordance with the terms and provisions thereof.

2. **NON-DISTURBANCE OF THIS LIEN:** The execution of this Deed of Trust shall not impair or affect any other security which may be given to secure the payment of the Indebtedness secured hereby, and all such additional security shall be considered as cumulative. The taking of additional security, execution of partial releases of the security or any extension of time of payment of the Indebtedness secured hereby shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety or endorser for the payment of said Indebtedness.

3. **PAYMENT OF AD VALOREM TAXES, ASSESSMENTS, ETC:** Grantors will pay as same come due and before same become delinquent, all taxes, assessments and other charges imposed, levied or assessed against the Premises. Grantors shall furnish to Beneficiary paid tax receipts or other evidence satisfactory to Beneficiary on or before January 31 of each year with respect to taxes paid on the Premises for the previous year.

4. **KEEPING PREMISES IN GOOD REPAIR:** Grantors will keep the Premises in good condition and repair and will not commit or permit any waste, impairment or deterioration of the same and generally will not do any act by which the value of the above-described Premises may become impaired. Neither shall any improvements, fixtures, or personal property be altered, destroyed or removed from said Premises without the written consent of Beneficiary.

5. **RENTS AS ADDITIONAL COLLATERAL:** On default in the prompt payment of any sums of money secured by this Deed of Trust, Beneficiary, or any agent of Beneficiary, shall have the right, but not the obligation, to demand, collect, receive, sue for and recover in its own name all presently owing or future rents, revenues, and incomes and to apply the same to the payment of the Indebtedness secured hereby, after first deducting therefrom all expenses of collection. On such default, Beneficiary shall also have the right to take possession of the Premises, remove all persons therefrom and rent the same for the account of Grantors, and employ such agents and attorneys as may be necessary with respect thereto. Likewise, on such default, Beneficiary shall be entitled to have a receiver appointed to take possession of the Premises and to collect all rents, income and revenues without notice to Grantors and without regard to the valuation of said Premises or the solvency or insolvency of Grantors or any other person liable for any part of the Indebtedness secured hereby, and without prejudice to any other rights or remedies. Notwithstanding other language contained herein, if a separate Assignment of Rents and Leases is executed in connection with this Deed of Trust, said Assignment of Rents and Leases shall be controlling in connection with Grantors' assignment of rents and leases to Beneficiary.

6. **INSURANCE REQUIREMENTS:** Grantors will keep the Premises insured against such hazards and in such companies, forms and amounts as may be required by Beneficiary. All such insurance policies shall contain mortgagee's clauses payable to Beneficiary as its interest may appear, and all insurance policies and renewals thereof shall be delivered to Beneficiary immediately upon issuance thereof, together with receipts showing payment of all premiums thereon. Grantors shall furnish to Beneficiary each year evidence of compliance with the requirements of this paragraph. Beneficiary shall have the right to collect and receive all money that may become payable and collectible on all such policies (whether through loss or damage to the Premises, or otherwise) and apply all or any part of the same, less a reasonable collection expense, as a credit on the Indebtedness secured hereby, even though such Indebtedness may not be due according to its terms. At its option, Beneficiary may use any part of such money for the rebuilding and restoration of any part of the damaged or destroyed Premises. Any such money held by Beneficiary for rebuilding or

restoration shall be held without payment or allowance of interest. This provision shall not create any duty on the part of the Beneficiary to collect insurance proceeds and the Beneficiary shall not be responsible for the failure to collect the same regardless of the cause of such failure.

7. **BENEFICIARY'S RIGHT TO PAY AD VALOREM TAXES AND INSURANCE PREMIUMS:** If Grantors fail to pay as same become due and payable, all taxes, assessments and other charges imposed, levied or assessed against said Premises or to maintain the insurance coverage, all as herein provided, Beneficiary may, at its option and without waiver of any other rights granted by this Deed of Trust for breach of the covenants contained herein, procure and pay for any such insurance coverage and pay any such taxes, assessments and other charges, including any sums that may be necessary to redeem the Premises from tax sale, without obligation to inquire into the validity of any such taxes, assessments, charges and tax sales, the receipts of the proper officers being conclusive evidence of the validity and amount thereof. All amounts so paid by Beneficiary shall immediately become due to Beneficiary, together with interest thereon from the date on which such payments were made at the rate provided in the Note secured hereby, and all such amounts shall be added to and become a part of the Indebtedness secured by this Deed of Trust.

8. **NO OTHER SUPERIOR LIENS:** Grantors will not suffer or permit any lien superior or equal to the lien created hereby to attach to or be enforced against the Premises.

9. **EMINENT DOMAIN:** If any part of the Premises shall be taken for public use under the power of eminent domain, Beneficiary shall have the right to receive and collect all amounts and damages awarded by such condemnation proceedings and apply the same on the last maturing installments of the Indebtedness secured hereby.

10. **SUBSEQUENT OWNERS:** Subject to the provisions of the Due on Sale paragraph herein, Beneficiary may deal with any subsequent owner or successors in interest of the Premises or any part thereof without notice to Grantors and without limiting or discharging the liability of Grantors under this Deed of Trust and the Indebtedness secured hereby. Sale of the Premises, forbearance by Beneficiary, extensions of the time of payment of the Indebtedness secured hereby or acceleration of the time for payment of the Indebtedness secured hereby and the subsequent reinstatement of same, shall not operate to release, discharge, modify, change or affect the original liability of Grantors in whole or in part.

11. **WAIVER OF APPRAISEMENT LAWS:** Grantors expressly waive and renounce the benefit of all present and future laws providing for any appraisal before sale of any of the Premises covered by this Deed of Trust, commonly known as "appraisement laws", and all present and future laws extending in any manner the time for enforcement of collection of the Indebtedness secured hereby, commonly known as "stay laws" and "redemption laws".

12. **DEFECT IN TITLE:** If, subsequent to the execution and delivery of this Deed of Trust, it should be ascertained that there is a defect in the title of Grantors to the Premises, or that there is a lien of any nature whatsoever on any part of the Premises, which is equal or superior in rank to the lien granted by this instrument, or if a homestead claim is asserted to any part of the Premises adverse to this trust, or if Grantors or any subsequent owner of the Premises or any guarantor of the Indebtedness become insolvent or bankrupt, or a receiver be appointed for their property, or a petition for reorganization, arrangement, receivership, bankruptcy or related proceedings be filed by or against Grantors or any subsequent owner of the Premises, or any guarantor of the Indebtedness, then in any such event any Beneficiary shall have the right to declare the Indebtedness secured hereby at once due and payable without demand or notice, and the lien granted by this Deed of Trust may be foreclosed.

13. **FORECLOSURE PROVISIONS:** (a) If the Indebtedness secured hereby is fully paid in accordance with the terms and provisions of this instrument and the Note, and if the covenants and agreements contained herein are kept and performed, then this conveyance shall become null and void and shall be released at the expense of Grantors, otherwise, the same shall remain in full force and effect; and if default is made in the payment of any part of the Indebtedness secured hereby or in the performance of any of the covenants and agreements contained in this instrument or in the Note, or in any document executed in connection therewith, then the entire Indebtedness secured hereby shall, at once or at any time thereafter while any part of said Indebtedness remains unpaid, at the option of any Beneficiary, become due and payable without demand or notice (all rights to demand and notice being hereby expressly waived), and it shall thereupon be the duty of the above named Trustee, or his successor or substitute, as hereinafter provided, to enforce this trust at the request of any Beneficiary (which request shall be presumed) and to sell the Premises with or without first having taken possession of the same and in whole or in part, as the acting Trustee may elect (all rights to a marshalling of assets of Grantors being expressly waived hereby), to the highest bidder for cash at public auction at the Courthouse door of the County in which said Premises are situated on the first Tuesday of any month between the hours of 10 A.M. and 4 P.M. after giving notice of the time, place and terms of sale and the Premises to be sold by (i) the acting Trustee or any person chosen by him posting or causing to be posted written or printed notice thereof at least twenty-one (21) days preceding the date of said sale at the County Courthouse door or the place designated by the appropriate authorities of said County (whichever place is legally appropriate), (ii) the acting Trustee or any person chosen by him filing or causing to be filed with the County Clerk of the County in which the Premises are situated written or printed notice thereof at least twenty-one (21) days preceding the date of said sale, and (iii) the Beneficiary or any person chosen by it, at least twenty-one (21) days preceding the date of said sale, serving written notice of such proposed sale by certified mail on each debtor obligated to pay the Indebtedness evidenced by the Note according to the records of Beneficiary. Service of such notice to each debtor shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The



affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service.

After such sale, the acting Trustee shall make due conveyance with general warranty to the purchaser or purchasers and the Grantors bind themselves, their heirs, assigns, executors, administrators, successors and legal representatives to warrant and forever defend the title of such purchaser or purchasers.

(b) If default is made in the payment of any part of the Indebtedness secured hereby or in the performance of any of the covenants and agreements contained in this instrument or in the Note, any Beneficiary shall have the right and option to proceed with foreclosure in satisfaction of such item or items by directing the Trustee, or his successor or substitute as hereinafter provided, to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole debt due, and provided that if sale is made because of default as hereinabove mentioned, such sale may be made subject to the unmatured part of the Note and the Indebtedness secured hereby, and it is agreed that such sale, if so made, shall not in any manner affect any other obligation or obligations secured hereby, but as to such other obligations this Deed of Trust and the liens created hereby shall remain in full force and effect just as though no sale had been made under the provisions of this paragraph. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any other breach of any of the obligation secured hereby; it being the purpose to provide for a foreclosure and sale of the Premises for any matured portion of any of the Indebtedness secured hereby or other items provided for herein without exhausting the power to foreclose and to sell the Premises for any other part of the Indebtedness secured hereby whether matured at the time or subsequently maturing.

(c) The proceeds from any such sale shall be applied by the acting Trustee as follows:

**FIRST:** To the payment of all expenses of advertising, selling and conveying said Premises, including a commission to the acting Trustee of five percent (5%) of the amount of the unpaid Indebtedness secured hereby.

**SECOND:** To the payment to Beneficiary of all unpaid Indebtedness and accrued interest to the date of sale.

**THIRD:** The balance, if any, shall be paid to Grantors.

(d) The acting Trustee hereunder shall have the right to sell the Premises in whole or in part and in such parcels and order as he may determine, and the right of sale hereunder shall not be exhausted by one or more sales, but successive sales may be had until all of the Premises have been legally sold. In the event any sale hereunder is not completed or is defective in the opinion of Beneficiary or the holder of any part of the Indebtedness, such sale shall not exhaust the power of sale hereunder, and Beneficiary or such holder shall have the right to cause a subsequent sale or sales to be made by the Trustee or any successor or substitute Trustee. Likewise, Beneficiary may become the purchaser at any such sale if it is the highest bidder, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Indebtedness owing, in lieu of cash payment. The purchaser or purchasers at foreclosure shall have the right to affirm or disaffirm any lease of said Premises.

(e) It shall not be necessary for the acting Trustee to have constructively in his possession any part of the real or personal property covered by this Deed of Trust, and the title and right of possession of said property shall pass to the purchaser or purchasers at such sale herein contained or otherwise. Grantors or any person claiming any part of the Premises by, through or under Grantors, shall not be entitled to a marshalling of assets or a sale in inverse order of alienation.

(f) The recitals and statements of fact contained in any notice or in any conveyance to the purchaser or purchasers at any such sale shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed.

(g) Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantors, their heirs, successors, assigns and legal representatives.

**14. TENANTS AT WILL AFTER FORECLOSURE:** In the event of a foreclosure under the powers granted by this Deed of Trust, Grantors, and all other persons in possession of any part of the Premises, shall be deemed tenants at will of the purchaser at such foreclosure sale and shall be liable for a reasonable rental for the use of said Premises; and if any such tenants refuse to surrender possession of said Premises upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantors expressly waive all damages sustained by reason thereof.

**15. PROVISIONS FOR SUBSTITUTE TRUSTEE:** In case of the death, inability, refusal or incapacity of the herein named Trustee to act, or at the option of any Beneficiary at any time and without cause or notice, a successor or substitute Trustee may be named, constituted and appointed. Successor or substitute trustees may be named, constituted and appointed without procuring the resignation of the former trustee and without other formality than the execution and acknowledgement by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice President and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor or substitute trustee, whereupon such successor or substitute trustee shall become vested with and succeed to all of the rights, titles, privileges, powers and duties of the Trustee named herein. Such right of appointment of a substitute trustee shall exist as often and

whenever for any of said causes the original or successor or substitute trustee cannot or will not act or has been removed as herein provided.

16. **USURY SAVINGS CLAUSE:** This Deed of Trust has been executed and/or delivered in, and the Note has been issued in, the State of Texas, and each is to be construed in accordance with and governed by the laws of the State of Texas and the laws of the United States of America, as applicable. In the event that any one or more of the provisions contained in this Deed of Trust shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust. Furthermore, it is the intention of Grantors and Beneficiary to conform strictly to applicable usury laws, as presently in effect. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the State of Texas and the laws of the United States of America), then notwithstanding anything to the contrary in the Note or any other evidence of the Indebtedness, or any agreement entered into in connection with or as security for the Indebtedness, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, charged or received under the Indebtedness or under any of the other aforesaid agreements or otherwise in connection with the Indebtedness shall under no circumstances exceed the maximum amount of interest permitted by applicable law, and any excess shall be credited on the Indebtedness by the holder thereof (or, if the Indebtedness shall have been paid in full, refunded to the Grantors); and (ii) in the event that the maturity of the Indebtedness is accelerated by reason of an election of the holder thereof resulting from any event of default under this Deed of Trust or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount permitted by applicable law, and excess interest, if any, provided for in this Deed of Trust or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Indebtedness (or, if the Indebtedness shall have been paid in full, refunded to the Grantors).

17. **FIXTURE FILING:** This instrument shall be deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment, Contract, Security Agreement, Financing Statement, or Lien on Machinery Situated on Realty, and from time to time as any one or more thereof, and shall constitute a "Fixture Filing" for purposes of Article 9 of the Texas Uniform Commercial Code.

18. **UNSECURED PORTION OF DEBT:** If the lien created by this Deed of Trust shall be invalid or unenforceable as to any part of the Indebtedness secured hereby, the unsecured portion of said Indebtedness shall be completely paid and liquidated prior to the payment and liquidation of the remaining and secured portion of said Indebtedness, and all payments made on said Indebtedness shall be considered to have been first paid on and applied to the complete payment and liquidation of that portion of the Indebtedness which is not secured by the lien of this Deed of Trust.

19. **ESCROW ACCOUNT:** Notwithstanding paragraph 3 above, upon request from Beneficiary, Grantors shall create a fund or reserve for the payment of all insurance premiums, taxes and assessments against the Premises by paying to Beneficiary each month contemporaneously with the installments due and payable on the Note, a sum equal to the premiums that will next become due and payable on the hazard insurance policies covering the Premises, plus taxes and assessments next due and payable on the Premises, as estimated by Beneficiary, less all sums paid therefor, divided by the number of months to elapse before two months prior to the date when such premiums, taxes and assessments will become due and payable, such sums to be held by Beneficiary without interest for the purpose of paying such premiums, taxes and assessments. Any excess reserve shall, at the discretion of Beneficiary, be credited by Beneficiary on subsequent payments to be made by Grantors, and any deficiency shall be paid by Grantors to Beneficiary on or before the date when such premiums, taxes and assessments shall be due. Transfer of legal title to the Premises shall automatically transfer to the new owner the beneficial interest in all sums deposited under the provisions of this paragraph.

20. **SUBROGATION RIGHTS OF BENEFICIARY:** It is understood and agreed that the proceeds of the Note, to the extent that the same are utilized to take up any outstanding liens and charges against the Premises, or any portion thereof, have been advanced by Beneficiary at Grantors' request and upon Grantors' representation that such amounts are due and payable. Beneficiary shall be subrogated to any and all rights, superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens however remote, regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment.

21. **DUE ON SALE:** Grantors shall not sell, assign, mortgage or otherwise transfer or encumber their interest in any portion of the Premises without first obtaining the prior written consent of Beneficiary. Beneficiary shall be under no obligation to consent to any requested sale, assignment, transfer, mortgage or encumbrance of Grantors' interest in the Premises. Without limiting the foregoing, if Beneficiary does grant such consent, it may make such conditions for the granting of that consent as it may in its sole, subjective discretion deem necessary, desirable or appropriate, including without limitation (i) requiring the payment to it of a transfer fee to cover the cost of documenting the transaction on its books, (ii) requiring the payment of all of its attorneys' fees in connection with such sale, assignment, transfer, mortgage or encumbrance, (iii) increasing the interest rate on the Indebtedness, (iv) requiring the express assumption of payment of the Indebtedness and of the obligations under this Deed of Trust and Security Agreement by the transferee of such interest in the Premises (with or without the release of Grantors from liability for such payment and obligations), (v) requiring the execution of an assumption agreement, modification agreement, supplemental security documents and financing statements satisfactory in form and substance to Beneficiary, (vi) requiring endorsements to any existing mortgage title insurance policies insuring its security interest in the Premises, and (vii) requiring additional security for the payment of the Indebtedness. Grantors' failure to comply with this paragraph prior to consummating any such sale, assignment, transfer, mortgage or encumbrance shall constitute a default under the Note and breach of this Deed of Trust

and Security Agreement, entitling Trustee and Beneficiary to avail themselves of all rights, powers, remedies and resources allowed or permitted therein or herein.

22. **GRANTING OF SECURITY INTEREST:** To further secure said Indebtedness, Grantors hereby grant to Beneficiary a security interest in and to the Premises insofar as such Premises consists of equipment, inventory, fixtures, chattel paper, documents, instruments, accounts, contract rights, consumer goods, farm products, money, general intangibles, goods and any and all other personal property of any kind or character defined in and subject to the provisions of the Texas Uniform Commercial Code, including the proceeds and product of and from any and all of such personal property. If any default occurs under the terms of the Note or this instrument, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a Secured Party by the Texas Uniform Commercial Code with reference to the personal property and fixtures in which Beneficiary has been granted a security interest herein, or the Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights, powers and remedies granted under this instrument in respect of the real property covered hereby.

23. **HEIRS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the respective heirs, successors, assigns, and legal representatives of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

24. **APPRAISALS AND CLASSIFICATION OF LOAN:** Grantors hereby agree and covenant (i) that Grantors shall reimburse Beneficiary for any and all expenses incurred by Beneficiary in connection with any test appraisal of the Premises required by any regulatory authority of Beneficiary, such payment to be paid within ten (10) days after written request by Beneficiary, and (ii) in the event that any regulatory authority of Beneficiary requires it to create a specific reserve for the Note or classifies the Note as a "scheduled item", Grantors shall, within ten (10) days after written request by Beneficiary, deposit in a pledged savings account in Beneficiary the amount of money necessary to remove the Note as a "scheduled item" and/or remove the specific reserve requirements of such authority. Grantors hereby agree and covenant that Beneficiary, at its option, may on one (1) year from the date hereof and on any one (1) year anniversary date thereafter during the term of this Deed of Trust and Security Agreement, require that an appraisal be made on the Premises and that Grantors shall pay for any and all expenses incurred by Beneficiary in connection with any such appraisal, with such payment to be made within ten (10) days after written request by Beneficiary.

25. **SUBJECT TO EASEMENTS, RESTRICTIONS, ETC:** This Deed of Trust and Security Agreement is executed subject to all valid easements, restrictions, covenants, mineral and/or royalty reservations and maintenance charges, if any, applicable to and enforceable against the Premises which have been duly recorded in the real estate records of the county in which the Premises are located prior to the date of the recording of this Deed of Trust and Security Agreement.

26. **FURNISHING OF FINANCIAL INFORMATION:** Grantors agree to provide, or cause to be provided, promptly to Beneficiary, all information reasonably requested by Beneficiary concerning the Premises and the financial status, including, without limitation, financial statements and tax returns of Grantors and of any other parties obligated on the Indebtedness.

27. **WAIVER OF DEFICIENCY STATUTE PROTECTIONS/FAIR MARKET VALUE FOR CALCULATING DEFICIENCIES.** Notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Grantors agree that Beneficiary shall be entitled to seek a deficiency judgment from Grantors and any other party obligated on the Note or any guarantor of the Note equal to the difference between the amount owing on the Note and the amount for which the Premises was sold pursuant to a judicial or nonjudicial foreclosure sale. Grantors expressly recognize that this section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Grantors and other persons against whom recovery of deficiencies is sought or guarantors independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Premises as of the date of foreclosure and offset the fair market value of the Premises as of the date of foreclosure against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantors further recognize and agree that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Premises for purposes of calculating deficiencies owed by Grantors, other borrowers on the Note, guarantors, and others against whom recovery of a deficiency is sought.

Alternatively, in the event this waiver is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Premises as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as amended from time to time):

- a. The Premises shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Premises will be repaired or improved in any manner before a resale of the Premises after foreclosure;
- b. The valuation shall be based upon an assumption that the foreclosure purchaser desires a prompt resale of the Premises for cash promptly (but no later than twelve months) following the foreclosure sale;

- c. All reasonable closing costs customarily borne by the seller in a commercial real estate transaction should be deducted from the gross fair market value of the Premises, including, without limitation, brokerage commissions, title insurance, a survey of the Premises, tax prorations, attorney's fees, and marketing costs;
- d. The gross fair market value of the Premises shall be further discounted to account for any estimated holding costs associated with maintaining the Premises pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in paragraph c. above), and other maintenance expenses.
- e. Any expert opinion testimony given or considered in connection with a determination of the fair market value of the Premises must be given by persons having at least five years experience in appraising property similar to the Premises and who have conducted and prepared a complete written appraisal of the Premises taking into consideration the factors set forth above.

**28. PERFECTION OF SECURITY INTERESTS.**

- (i) Grantor hereby authorizes Beneficiary to file a financing statement (the "Financing Statement") describing the collateral securing the Indebtedness.
- (ii) Beneficiary shall, at Beneficiary's option and at the expense of Grantor, receive prior to closing an official report from the Secretary of State (or other appropriate authority) of each State in which (a) the aforementioned collateral is located, (b) the Chief Executive Office State, and (c) the Grantor State (each as defined below) (the "SOS reports") indicating that Beneficiary's security interest is prior to all other security interests or other interests reflected in the report.

**29. LOCATION, STATE OF INCORPORATION (OR RESIDENCE) AND, NAME OF GRANTOR.**  
Grantor's:

- (i) chief executive office, and place of business, (if Grantor is an organization) or residence (if Grantor is a natural person) is located in the State of Texas (the "Chief Executive Office State").
- (ii) state of incorporation, and organization (if Grantor is an organization) or residence (if Grantor is a natural person), is the State of Texas ( the "Grantor State"); and,
- (iii) exact legal name is as set forth in the first paragraph of this Deed of Trust.

**30. GENERAL COVENANTS.** Until the Indebtedness is paid in full, Grantor agrees that it will:

- (i) preserve its corporate, and/or organizational existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets (if Grantor is not a natural person);
- (ii) not change the state of its incorporation or organization (if Grantor is not a natural person);
- (iii) not change its corporate or organization name without providing Beneficiary with 30 days' prior written notice (if Grantor is not a natural person);
- (iv) deliver such Financing Statement or Statements, or amendments thereof or supplements thereto, or other instruments as Beneficiary may from time to time require in order to comply with the Texas Uniform Commercial Code (or other applicable State law of the jurisdiction where any of the Collateral is located) and to preserve and protect the security interest hereby granted; and
- (v) not change the state of its residence (if Grantor is a natural person).

**31. IMAGING OF LOAN DOCUMENTS AND RELATED INSTRUMENTS:** The undersigned understands and agrees that (i) Beneficiary's document retention policy may involve the imaging of executed loan documents and other miscellaneous documents, papers, reports and other correspondence, and the destruction of the paper originals, and (ii) the undersigned waives any right that it may have to claim that the imaged copies of the loan documents and other miscellaneous documents, papers and other correspondence related thereto are not originals.

**32. AUTHORIZATION TO DISCLOSE INFORMATION:** Grantor(s) and each other liable party acknowledge and agree that Beneficiary may, at any time, without the consent of or notice to Grantor(s) or any other liable party assign, sell, transfer or grant participations in all or part of the obligations of Grantor(s) secured hereby, together with any liens or collateral securing the payment of the said Note. Beneficiary may disseminate to any assignee, purchaser, transferee or participant, prospective assignee, purchaser, transferee, participant, or any party expressing an interest in the Note hereby secured any information that Beneficiary has pertaining to the loan by the Note hereby secured, including without limitation, any information regarding Grantor(s), any other liable party, or any property

owned or held by Maker or any other liable party or offered as security for or securing the loan evidenced by the Note hereby secured.

33. **RENEWAL AND EXTENSION:** The Note hereby secured is given in renewal and extension of the sums left owing and unpaid by Grantors herein upon that one certain promissory note in the original principal sum of **ONE HUNDRED FORTY ONE THOUSAND AND NO/100 (\$141,000.00) DOLLARS** dated **MARCH 29, 2012** executed by **COASTAL INSURANCE GROUP, LLC**, and payable to the order of **TEXAN BANK**, secured by a Deed of Trust and Security Agreement to **KRISTINA KONCABA, TRUSTEE**, and duly recorded under **GALVESTON County Clerk's File No. 2012017114**; which lien is hereby expressly acknowledged by Grantors to be a valid and subsisting lien against the property herein described, and it is expressly agreed that said lien is hereby renewed, extended and continued in full force and effect to secure the payment of the Note hereby secured.

34. **CASH ADVANCE:** The Note hereby secured is given for and represents the sum of **SEVENTY SIX THOUSAND SIX HUNDRED NINETY AND NO/100 (\$76,690.00) DOLLARS** this day advanced and paid in cash by **TEXAN BANK** at the special instance and request of the Grantors herein.

35. **CASH ADVANCE:** The Note hereby secured is given for and represents the sum of **NINE THOUSAND THREE HUNDRED THIRTY FOUR AND 73/100 (\$9,334.73) DOLLARS** this day advanced and paid in cash by **TEXAN BANK** at the special instance and request of the Grantors herein for closing costs in connection with this loan transaction.

36. **RELEASE OF CLAIMS:** Grantor hereby releases, discharges and acquits forever Beneficiary and its officers, directors, trustees, agents, employees and counsel (in each case, past, present or future) from any and all Claims existing as of the date hereof (or the date of actual execution hereof by Grantor, if later). As used herein, the term "Claim" shall mean any and all liabilities, claims, defenses, demands, actions, causes of action, judgments, deficiencies, interest, liens, costs or expenses (including court costs, penalties, attorneys' fees and disbursements, and amounts paid in settlement) of any kind and character whatsoever, including claims for usury, breach of contract, breach of commitment, negligent misrepresentation, any type of fraud (including fraud in the inducement) or failure to act in good faith, in each case whether now known or unknown, suspected or unsuspected, asserted or unasserted or primary or contingent, and whether arising out of written documents, unwritten undertakings, course of conduct, tort, violations of laws or regulations or otherwise. To the maximum extent permitted by applicable law, Grantor hereby waives all rights, remedies, claims and defenses based upon or related to Sections 51.003, 51.004 and 51.005 of the Texas Property Code, to the extent the same pertain or may pertain to any enforcement of this Deed of Trust.

37. **AMERICANS WITH DISABILITIES ACT:** Grantors shall cause the Premises and the operation and use thereof to comply with the Americans with Disabilities Act, and similar state laws concerning accessibility for persons with disabilities as well as rules and regulations promulgated under such laws. Such laws, rules and regulations may be referred to herein as "Accessibility Laws".

Grantors hereby agree to protect, indemnify and hold harmless the Beneficiary from any and all liability, loss and costs the Beneficiary may suffer as a result of any claims, demands or judgments against it by any third-party, including without limitation any governmental authority, arising from any violation or asserted violation of any Accessibility Law. This indemnification shall include the costs of remedial action required to comply with the Accessibility Laws, the reasonable cost of assessing the claim or demand and reasonable attorney's fees expended in defense against any such claims. This indemnity shall survive the transfer of the Premises by foreclosure sale or deed in lieu of foreclosure transaction, as well as the repayment in full of the Note.

Grantors shall promptly provide Beneficiary with copies of all communications, complaints, approvals, consents, permits or agreements with any governmental authority or agency or any private entity relating to the compliance of the Premises and the operation thereof with Accessibility Laws. Upon written request by Beneficiary, Grantors shall conduct and provide Beneficiary with results of appropriate examination and assessment of the compliance of the Premises with Accessibility Laws and the performance of Grantors in compliance therewith.

Beneficiary shall have the right, but not the obligation, subsequent to any default by Grantors hereunder and without in any manner limiting Beneficiary's other rights and remedies hereunder, to enter onto the Premises and take such actions Beneficiary deems necessary or advisable to cause the Premises to comply with Accessibility Laws. All reasonable costs and expenses paid or incurred by Beneficiary in the exercise of such rights shall be payable by Grantors upon demand.

The act of obtaining an accessibility assessment and any inspections conducted by Beneficiary or its representatives shall not affect, modify or constitute a waiver of the rights and obligations of the parties hereto as set out in this provision and the rights and remedies of the Beneficiary shall be cumulative of and not modify the rights and remedies the Beneficiary would have in the absence hereof.

Grantors acknowledges that it may be impossible to measure accurately the damages to Beneficiary resulting from a breach of Grantors' covenants under this provision and the Beneficiary may not have an adequate remedy at law for such a breach. The parties agree, therefore, that these covenants shall be specifically enforceable against Grantors.

**AGREEMENT FOR BINDING ARBITRATION.** The parties agree to be bound by the terms and provisions of the Arbitration Agreement and/or Arbitration Program of even date herewith, which is incorporated by reference herein and is acknowledged as received by the parties pursuant to which any and all disputes (as defined in the Arbitration Program and/or Arbitration Agreement) shall be resolved by mandatory binding arbitration upon the request of any party.

EXECUTED this the 22 day of JANUARY, 2014.

JOHNSON FIVE HOLDINGS LLC, a Texas limited liability company

  
CLAYTON A. JOHNSON, MANAGER

  
JENNIFER A. JOHNSON, MANAGER

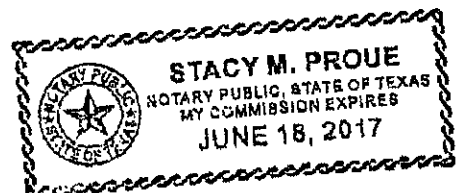
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of January, A.D., 2014, by CLAYTON A. JOHNSON, MANAGER, JENNIFER A. JOHNSON, MANAGER of JOHNSON FIVE HOLDINGS LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.

  
NOTARY PUBLIC, STATE OF TEXAS



## Exhibit A

The Southwest 0.333 acre of land out of Lot One (1), in Block One (1), of AMENDED FINAL PLAT OF WINDING HOLLOW, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 18, Map Number 1062, in the Map Records of Galveston County, Texas, and said 0.333 acre being that same certain tract formerly known as Lot One (1), in Block One (1), of WINDING HOLLOW, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded at Plat Record 15, Map Number 121, in the Map Records of Galveston County, Texas, which former Lot 1 was abandoned by said AMENDED FINAL PLAT OF WINDING HOLLOW. Said 0.33 acre tract is more particularly described as follows:

Beginning at the South Corner of Lot One (1), in Block One (1), of AMENDED FINAL PLAT OF WINDING HOLLOW according to the map or plat thereof recorded at Plat Record 15, Map Number 121, in the Map Records of Galveston County, Texas,

Thence North 44°51'49" West, 150.00 feet to the southeast line of Shadwell Lane for a point for corner,

Thence North 44°28'11" East, 96.66 feet to a point for corner,

Thence South 44°51'49" East, 150.00 feet to a point for corner,

Thence South 44°28'11" West, 96.66 feet to the Point of Beginning and containing 0.33 acres of land



# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2014 Jan 23 02:57 PM Fee: \$ 62.00

**2014003701**

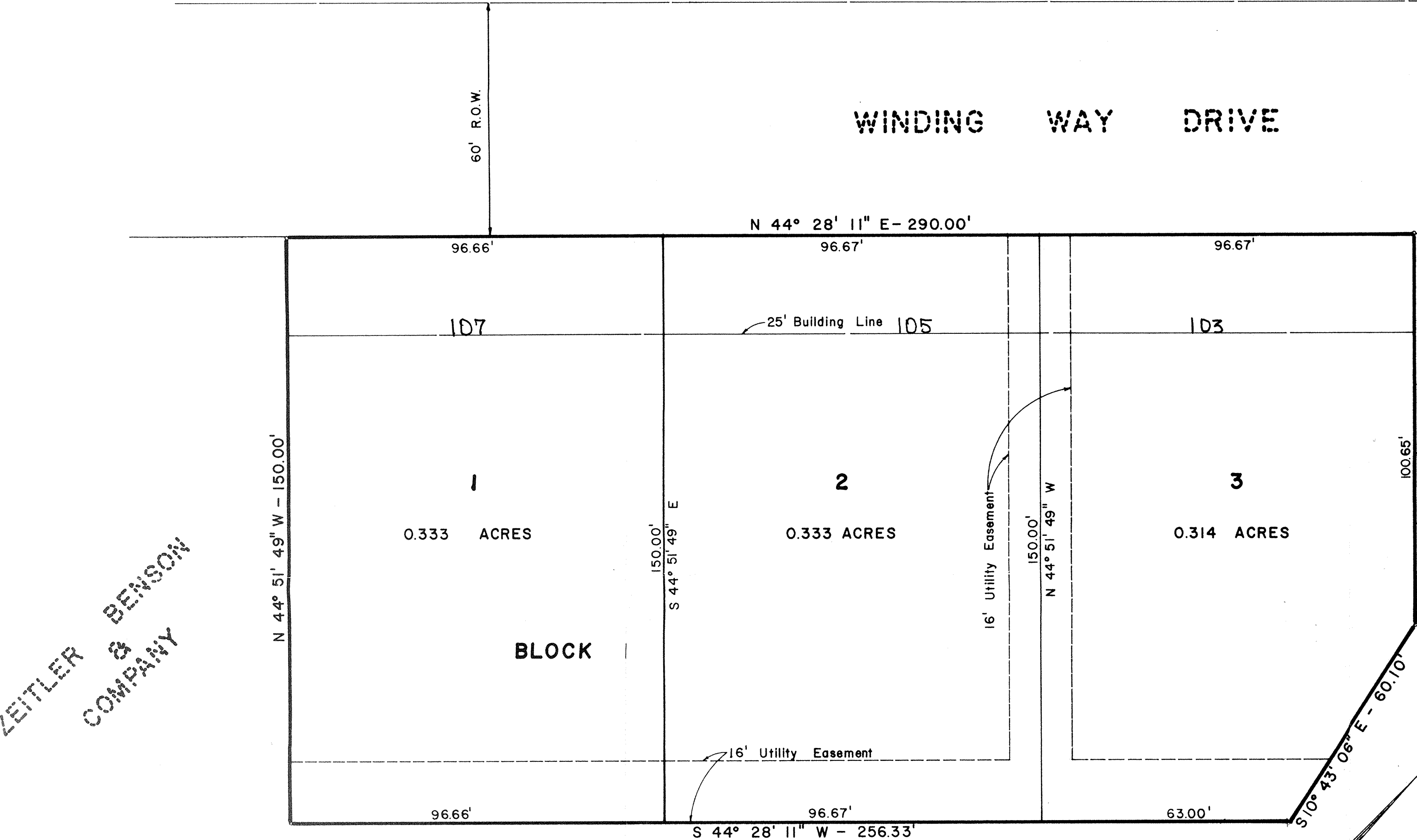
DWIGHT D. SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY TEXAS

We, Dorothy A. Elliott and Joe S. Elliott, President and Secretary respectively of Feme Design Builders, Inc., owner of the property subdivided in the above and foregoing map or Winding Hollow, do hereby make subdivision of said property for and on behalf of said Feme Design Builders, Inc. according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown and designate said subdivision as Winding Hollow, being a Replat of a part of Lot 1, Block 6, Friendswood Subdivision, or J.R. Williams League, Friendswood, Galveston County, Texas and on behalf of said Feme Design Builders, Inc. and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

Witness our hand in Friendswood, Galveston County, Texas, this 30<sup>th</sup> day of May 1978.

Dorothy A. Elliott Joe S. Elliott  
Dorothy A. Elliott, President Joe S. Elliott, Secretary

CITY OF FRIENDSWOOD  
PARK



ZEITLER & BENSON  
COMPANY

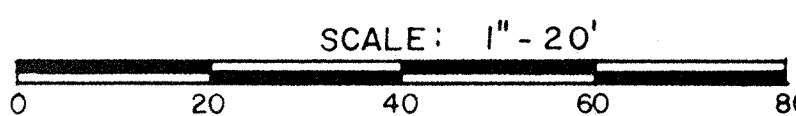
LOT 2  
BLOCK 6  
FRIENDSWOODS SUBD.  
LOT 1

JOHN WOFFORD

WINDING HOLLOW

A 0.981 ACRE TRACT BEING A REPLAT OF A PART OF LOT 1, BLOCK 6, FRIENDSWOOD SUBDIVISION, IN THE SARAH McKESSICK OR J.R. WILLIAMS LEAGUE, ACCORDING TO THE MAP OF RECORD IN VOLUME 238, PAGE 14, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

1 BLOCK APRIL, 1978 3 LOTS



BEFORE ME, the undersigned authority, on this day personally appeared Feme Design Builders, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER ME HAND AND SEAL OF OFFICE, this 30<sup>th</sup> day of May, 1978.

Sam Skates  
Notary Public in and for Galveston  
County, Texas. My commission expires 2-9-79

I, \_\_\_\_\_, owner and holder of a lien against the above described property, said lien being evidenced by an instrument of record in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Mortgage Records of Galveston County, Texas, do hereby in all things subordinate to said subdivision and dedication said lien, and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

JOHN WOFFORD

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

Notary Public in and for \_\_\_\_\_, County, Texas  
My Commission expires \_\_\_\_\_

This is to certify that I, J. D. Garner, a Registered Engineer of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, angle points, and points of curve are properly marked with iron rods.

J. D. Garner, Registered Engineer, Registration Number 24997

This is to certify that the City Planning Commission of the City of Friendswood, Texas, has approved this plat and subdivision of Winding Hollow as shown hereon.

IN TESTIMONY WHEREOF, witness the official signature of the Chairman and Secretary of the City Planning Commission of the City, Friendswood, Texas this 5<sup>th</sup> day of May, 1978.

Ray Utley Secretary

Tracy Spears - Chairman

I, Thomas D. Haney, City Engineer of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas, and further it complies or will comply with all of the Ordinances as adopted by the City Council.

Thomas D. Haney  
Thomas D. Haney - City Engineer

I hereby certify that this instrument was filed for registration in my office on \_\_\_\_\_, 1978, and was duly recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the named records of Galveston County, Texas.

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

County Clerk of Galveston County, Texas

BY: Deputy

APPROVED BY FRIENDSWOOD DRAINAGE DISTRICT:

Edward C. Shumilak 5/2/78

Filed for record at 12:36 p.m. o'clock  
on 7-14-78 at the Galveston  
County Clerk's Office, Galveston, Texas.  
Plat Record: 15  
Map Number: 21  
Recording Number: 164856

Original

OWNER: FEME DESIGN BUILDERS, INC.  
DOROTHY A. ELLIOTT, PRESIDENT  
1109 MYRTLEWOOD  
FRIENDSWOOD, TEXAS 77546  
PHONE: 482-1803

ENGINEER: MUNICIPAL ENGINEERING COMPANY  
3425 FEDERAL ROAD  
PASADENA, TEXAS 77504  
PHONE: 941-8988

Recorded in Book 15  
Page 121  
Gal. Co. Clerk's Office  
7-14-78  
B. Haney





Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



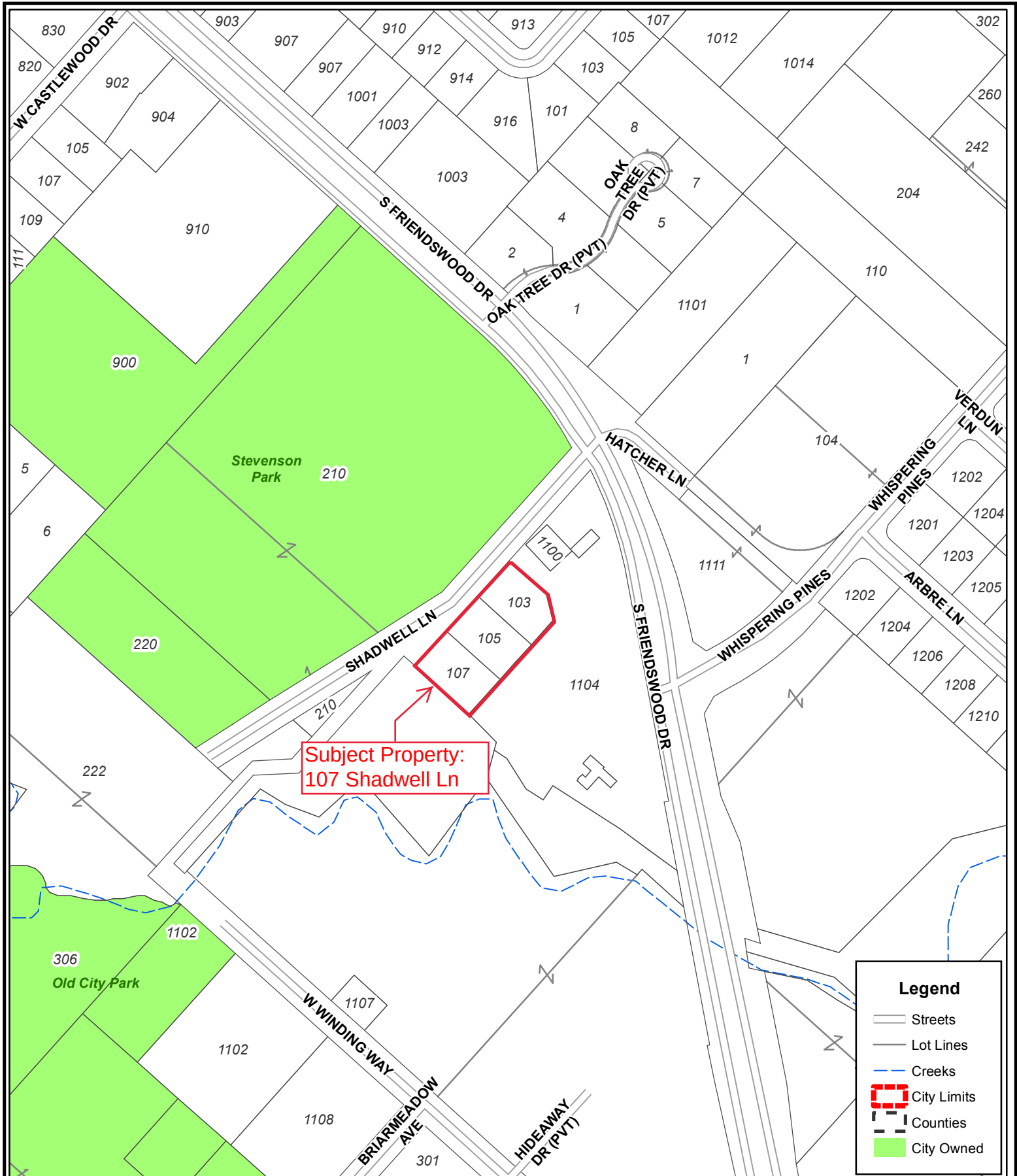
**City of Friendswood**  
910 South Friendswood Drive  
Friendswood, Texas 77546  
(281) 996-3200  
[www.ci.friendswood.tx.us](http://www.ci.friendswood.tx.us)

# Friendswood GIS Mapping



1" = 65'  
Page 244 of 382





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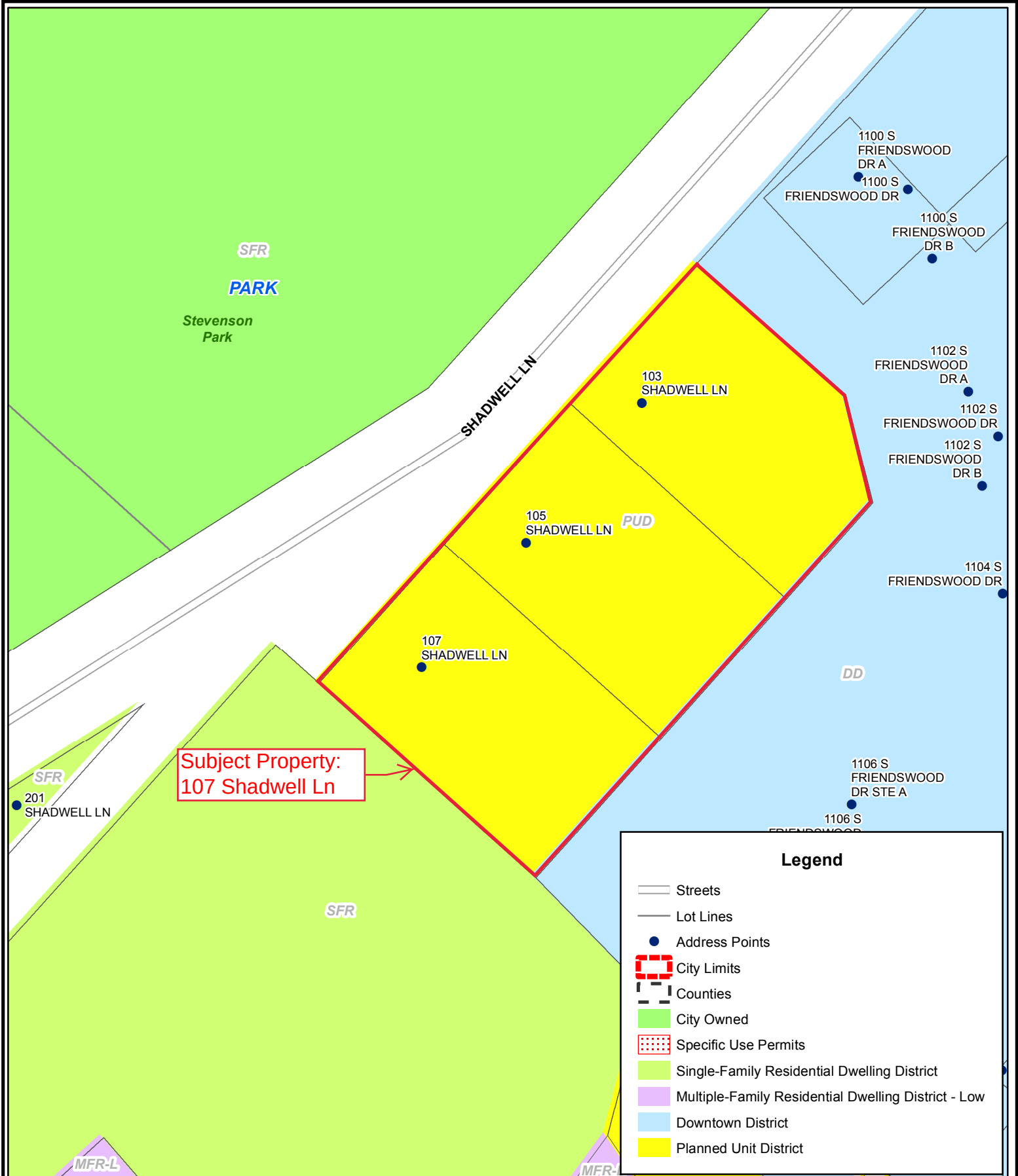


**City of Friendswood**  
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# Friendswood GIS Mapping



1" = 259'  
Page 245 of 382



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# Friendswood GIS Mapping



1" = 65'  
Page 246 of 382

## **Exhibit “B”**

1. Application
2. Overall PUD
3. Cover Sheet – 107 Shadwell Ln.
4. Site Plan – 107 Shadwell Ln.
5. Landscape Plan – 107 Shadwell Ln.
6. Building Elevations – 107 Shadwell Ln.
7. Photometric Plan – 107 Shadwell Ln.



## City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

### Zone Change Application

CURRENT ZONE OF PROPERTY: PUD

#### TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: \_\_\_\_\_

☐ Specific Use Permit Option 1

☒ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: \_\_\_\_\_

#### PROPERTY IDENTIFICATION:

Address: 107 Shadwell

Platted Land – Plat Name: Winding Hollow Lot: 1 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Johnson Holdings, LLC Phone: 832 641 8217

Owner's Mailing Address: 102 Spring Ridge

City: Boerne State: TX Zip: 78066 Fax: \_\_\_\_\_

Owner's Email Address: JS Holdings@gmail.com

AGENT'S NAME: Sterling Builders Phone: 281 482 3034

Agent's Mailing Address: 1506 Windy Way 201

City: Friendswood State: TX Zip: 77546 Fax: \_\_\_\_\_

Agent's Email Address: adam@sterling-builders.com

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

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

Owner's Signature: [Signature] Date: 6/4/19

Agent's Signature: [Signature] Date: 6/4/19

|                                        |                                         |
|----------------------------------------|-----------------------------------------|
| Received By: <u>BSummers</u>           | Application Number: <u>PUD-219-0021</u> |
| Date of Public Hearing: <u>7-11-19</u> | Received Date: <u>6-18-19</u>           |
| Property Owner Notices: <u>6-28-19</u> | Newspaper Notice: <u>6-17-19</u>        |
|                                        | Sign on Property: <u>6-28-19</u>        |





## STERLING BUILDERS

1506 WINDING WAY • BUILDING 104 • FRIENDSWOOD, TEXAS 77546

281-482-3034 ★ FAX 281-996-8087

June 6, 2019

To whom it may concern:

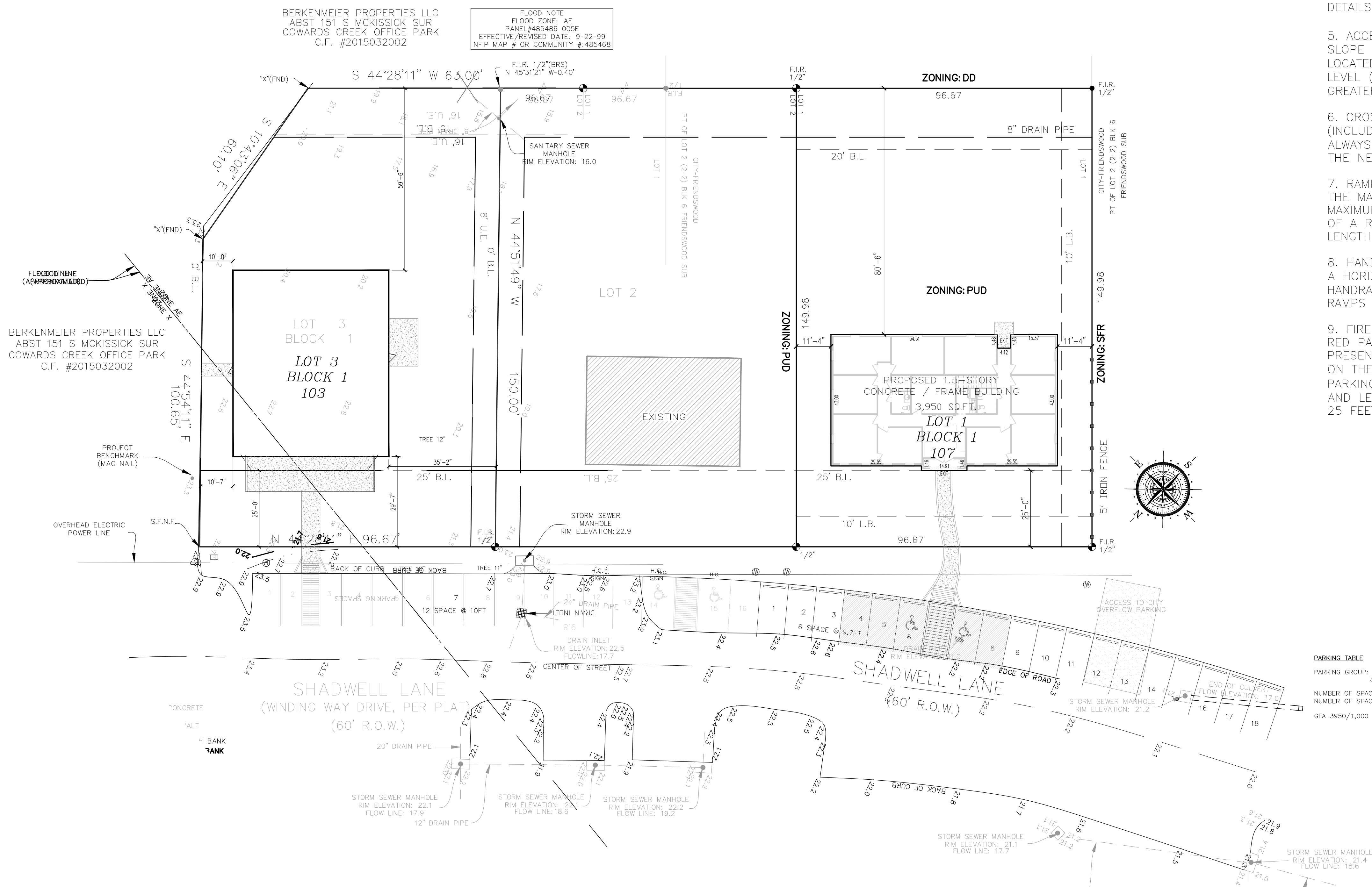
Johnson 5 holdings suffered catastrophic damage from Harvey. We request to demolish the existing building and replace with commercial office building to match 103/105 Shadwell.

No other changes to the PUD are requested.

Sincerely,

Adam Hill, Agent

| REGULATION MATRIX:        |                       |                      |                      |                     |                         |
|---------------------------|-----------------------|----------------------|----------------------|---------------------|-------------------------|
| LOT DEPTH<br>MINIMUM FEET | FRONT YARD<br>SETBACK | REAR YARD<br>SETBACK | SIDE YARD<br>SETBACK | HEIGHT<br>MAX. FEET | MAXIMUM LOT<br>COVERAGE |
| 150                       | 25                    | 20                   | 0                    | 40                  | 30%                     |



SITE GENERAL NOTES:

1. SITE CLEARING: REMOVE ALL TRASH, RUBBISH, SHRUBS, TREES AND STUMPS FROM ENTIRE LOT UNLESS NOTED OTHERWISE ON SITE PLAN, TO 6" BELOW FINISH GRADE MINIMUM. IN AREAS TO BE OCCUPIED BY IMPROVEMENTS GREATER THAN 6", STUMPS SHALL BE ENTIRELY REMOVED.

REMOVE THE ENTIRE DEPTH OF TOPSOIL FROM AREAS TO BE OCCUPIED BY BUILDINGS, ROADS, PARKING AREAS AND WALKS, AND DISPOSE OF LEGALLY, EXCEPT THAT WHICH IS TO BE PLACED IN LANDSCAPED AREAS.

PROTECT AGAINST DAMAGE TO ANY LAWNS, SHRUBS, TREES, ROADS, WALKWAYS AND OTHER WORK THAT IS TO REMAIN IN PLACE.

2. SURFACE DRAINAGE: CONTRACTOR SHALL FINISH SURFACES TO SLOPES INDICATED ON THE SITE PLAN TO OBTAIN POSITIVE DRAINAGE OF THE SURFACE WATER. FINISH GRADE SHALL BE A MIN OF 8" BELOW FINISH FLOOR ELEVATION AND SLOPE 2% AWAY FROM FOUNDATION FOR A DISTANCE OF 10'-0" UNLESS NOTED OTHERWISE.

3. STORM SEWERS: WHERE A STORM WATER DRAINAGE SYSTEM IS REQUIRED, THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE SYSTEM AS REQUIRED BY LOCAL CODE, OR AS SHOWN ON THE DRAWINGS.

4. EXTERIOR LANDINGS: CONTRACTOR TO PROVIDE A 6'-0" X 6'-0" EXTERIOR LANDING (SLOPED AT 1:50 AWAY FROM THE ENTRY) POSITIONED SUCH THAT IT EXTENDS A MINIMUM OF 30" PAST THE STRIKE SIDE OF THE EXTERIOR ENTRY DOOR ON THE PULL SIDE. LANDING AND ACCESS ROUTE SHALL HAVE NO RISE GREATER THAN  $\frac{1}{4}$ " INCH ALLOWED. ACCESS ROUTE SHALL HAVE NOT SLOPE GREATER THAN 1:20. REFER TO SITE PLAN AND ACCESSIBILITY DETAILS FOR ADDITIONAL INFORMATION.

5. ACCESSIBLE ROUTE: NO RISE GREATER THAN  $\frac{1}{2}$ " INCH ALLOWED. SLOPE SHALL BE LESS THAN 1:20 (5%) WITH A 6'-0" BY 6'-0" FLAT AREA LOCATED OUTSIDE THE ENTRANCE DOOR. HANDICAPPED PARKING SHALL BE LEVEL (NO SLOPE). IF AN ACCESSIBLE ROUTE HAS A RUNNING SLOPE GREATER THAN 1:20 THEN IT IS A RAMP & MUST COMPLY ACCORDINGLY.

6. CROSS SLOPE: NOWHERE SHALL THE CROSS SLOPE OF A PEDESTRIAN (INCLUDING ACCESSIBLE) ROUTE EXCEED 1:50 (2%). SLOPES SHALL ALWAYS DIRECT WATER AWAY FROM THE BUILDING STRUCTURE AND TOWARD THE NEAREST STORM DRAIN UNLESS NOTED OTHERWISE.

7. RAMPS: THE LEAST POSSIBLE SLOPE SHALL BE USED FOR AND RAMP. THE MAXIMUM SLOPE OF THE RAMP SHALL BE 1:12 WITH A MAXIMUM RISE FOR ANY RUN OF 30 INCHES. THE MINIMUM CLEAR WIDTH OF A RAMP SHALL 44 INCHES UNLESS NOTED OTHERWISE WITH A LANDING LENGTH OF 60 INCHES CLEAR AT THE TOP AND BOTTOM OF RAMP.

8. HANDRAILS: IF A RAMP RUNS HAS A RISE GREATER THAN 6 IN OR A HORIZONTAL PROJECTION GREATER THAN 72" THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS OR ADJACENT TO SEATING IN ASSEMBLY AREAS,

9. FIRELANE: EACH FIRE LANE SHALL BE CONTINUOUSLY MARKED WITH RED PAINT, EITHER ON THE CURB OR, WHERE THE CURBS ARE NOT PRESENT, WITH A CONTINUOUS LINE NOT LESS THAN FOUR INCHES WIDE. ON THE RED PAINTED SURFACES, THE WORDING "FIRE LANE- NO PARKING" IN WHITE LETTERS THREE INCHES HIGH SHALL BE CONSPICUOUSLY AND LEGIBLY MARKED AND APPLIED AT EACH END AND AT LEAST EVERY 25 FEET.

**PARKING TABLE**

PARKING GROUP: OFFICE  
3.8 SPACES PER 1,000 SQUARE FEET GROSS FLOOR AREA

NUMBER OF SPACES REQUIRED: 15  
NUMBER OF SPACES PROVIDED: 18 (5 EXISTING - SPACES 4-8)

GFA 3950/1,000 X 3.8 = 15 REQUIRED PARKING SPACES

[illegible]

**Ezequiel Sosa**  
Owner/Designer  
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Bldg 104 Suite 303  
Friendswood Texas 77546  
[www.zqdesigns.net](http://www.zqdesigns.net)

*Zq Designs*

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RESIDENTIAL CONSTRUCTION  
DESIGN ■ BUILD ■ REMODEL

NAME & ADDRESS:  
THE DARKHORSE  
INVESTMENTS  
107 SHADWELL LN  
FRIENDSWOOD, TX 77546

**SQ. FT. ESTIMATES:**  
 FIRST FLOOR: 2,950 SQ.FT.  
 SECOND FLOOR: 890 SQ.FT.  
 BRICK LEDGE: 110 SQ.FT.  
**GRAND TOTAL: 3,950 SQ.FT.**

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DRAWN BY: ZQSOSA

DATE: 12/20/2018

SCALE: 1"=20'-0"

SHEET :

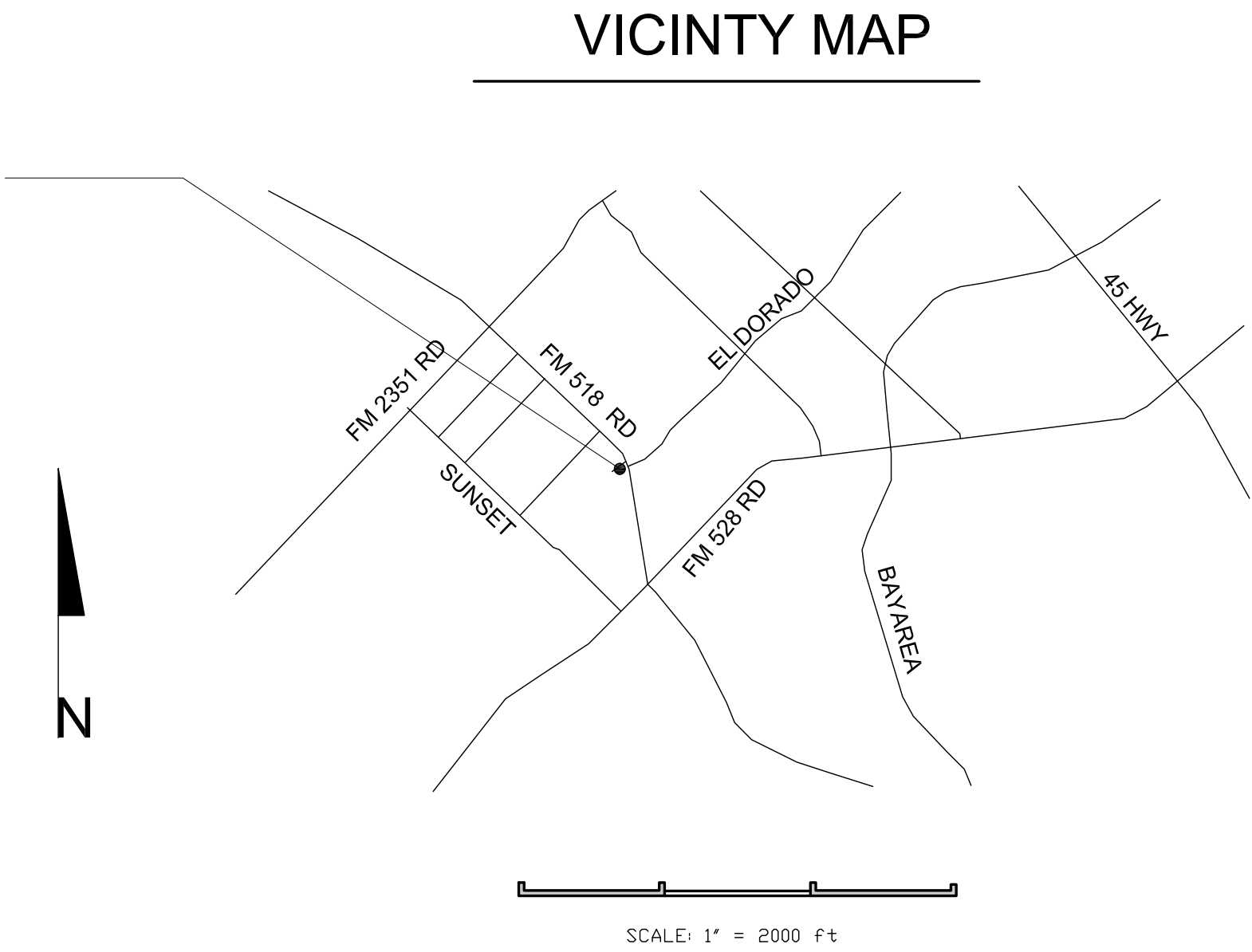
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CITY OF FRIENDSWOOD  
THE DARKHORSE INVESTMENTS  
107 SHADWELL LANE  
FRIENDSWOOD TX 77546

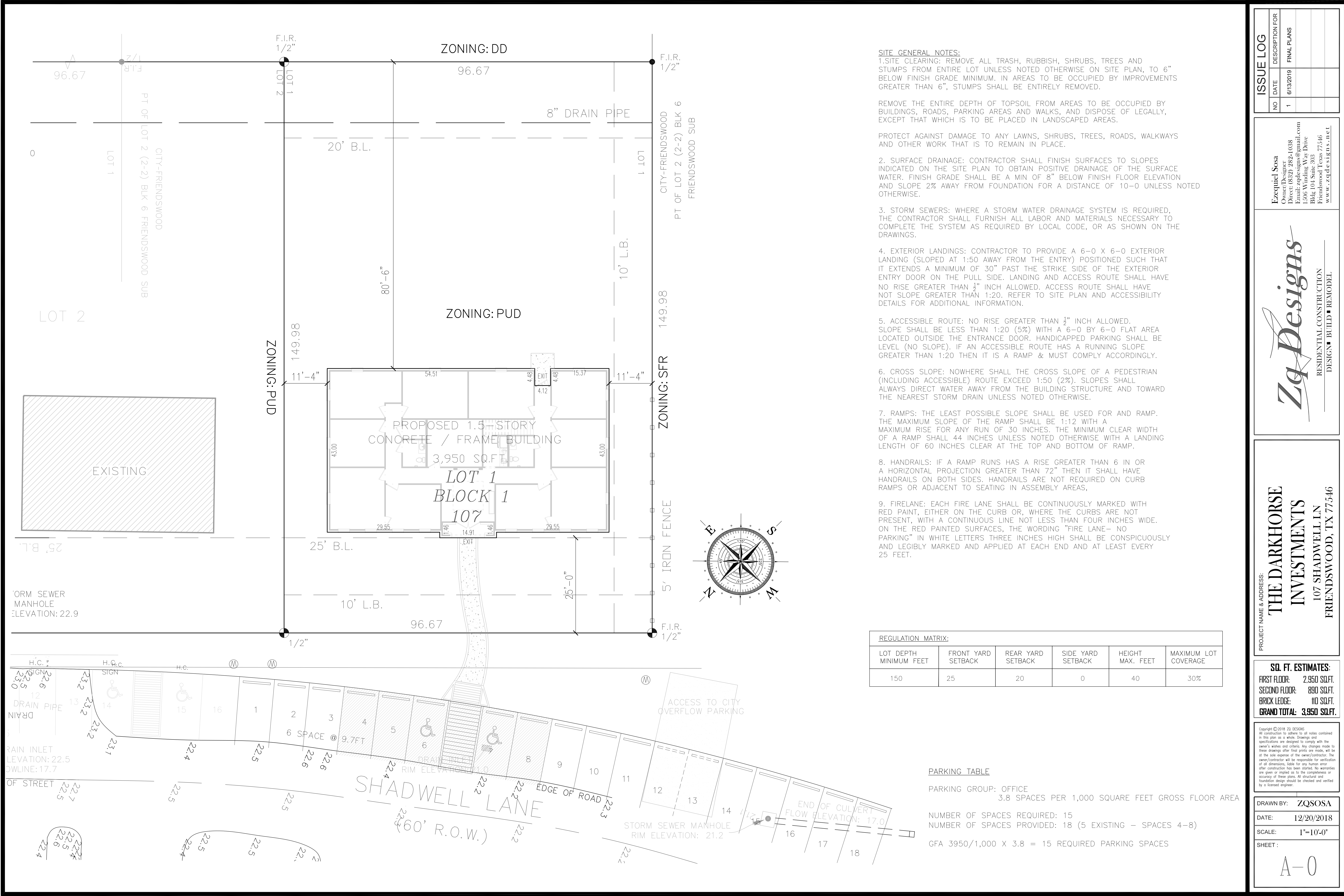


SITE LOCATION:  
107 SHADWELL LN



ZQ DESIGNS  
1506 WINDING WAY SUITE 303  
FRIENDSWOOD TX 77546





- SITE GENERAL NOTES:**
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- REMOVE THE ENTIRE DEPTH OF TOPSOIL FROM AREAS TO BE OCCUPIED BY BUILDINGS, ROADS, PARKING AREAS AND WALKS, AND DISPOSE OF LEGALLY, EXCEPT THAT WHICH IS TO BE PLACED IN LANDSCAPED AREAS.
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| ISSUE LOG |           |                 |  |
|-----------|-----------|-----------------|--|
| NO        | DATE      | DESCRIPTION FOR |  |
| 1         | 6/13/2019 | FINAL PLANS     |  |

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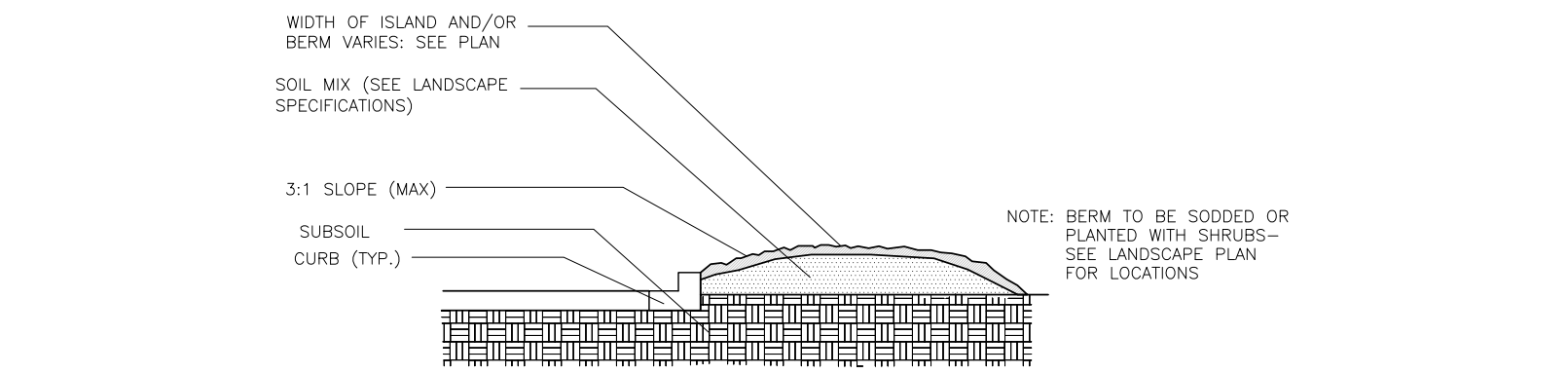
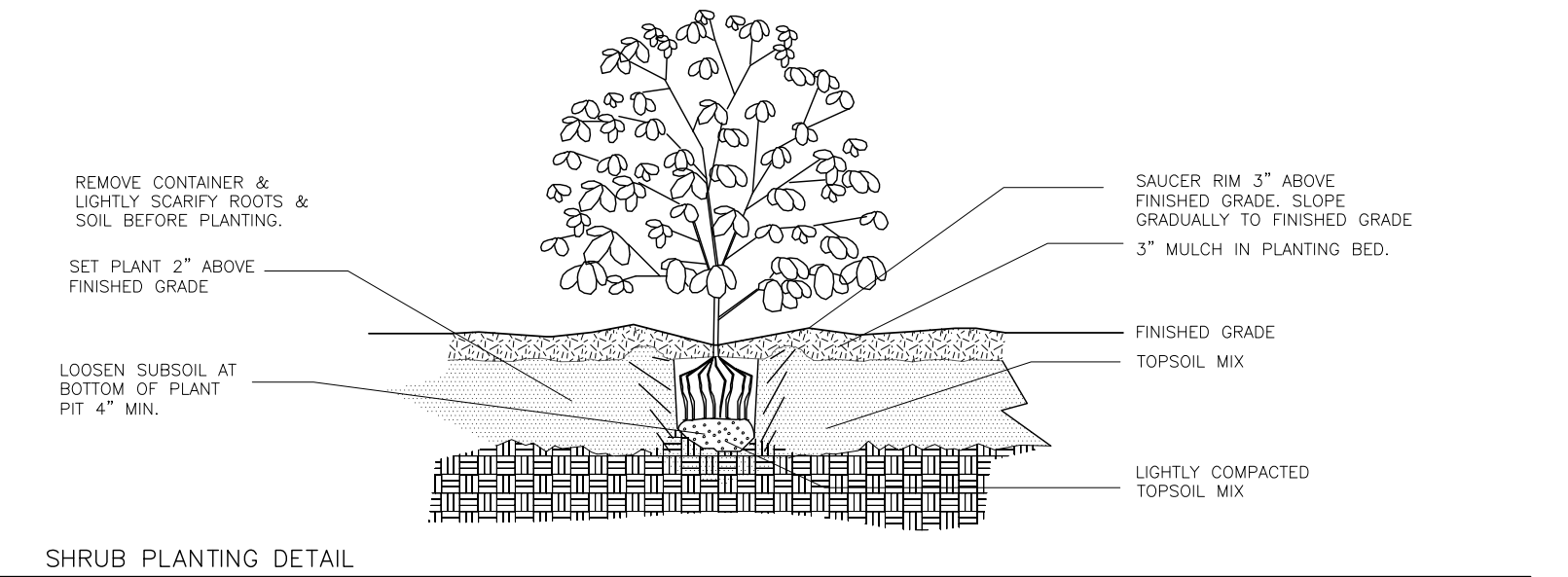
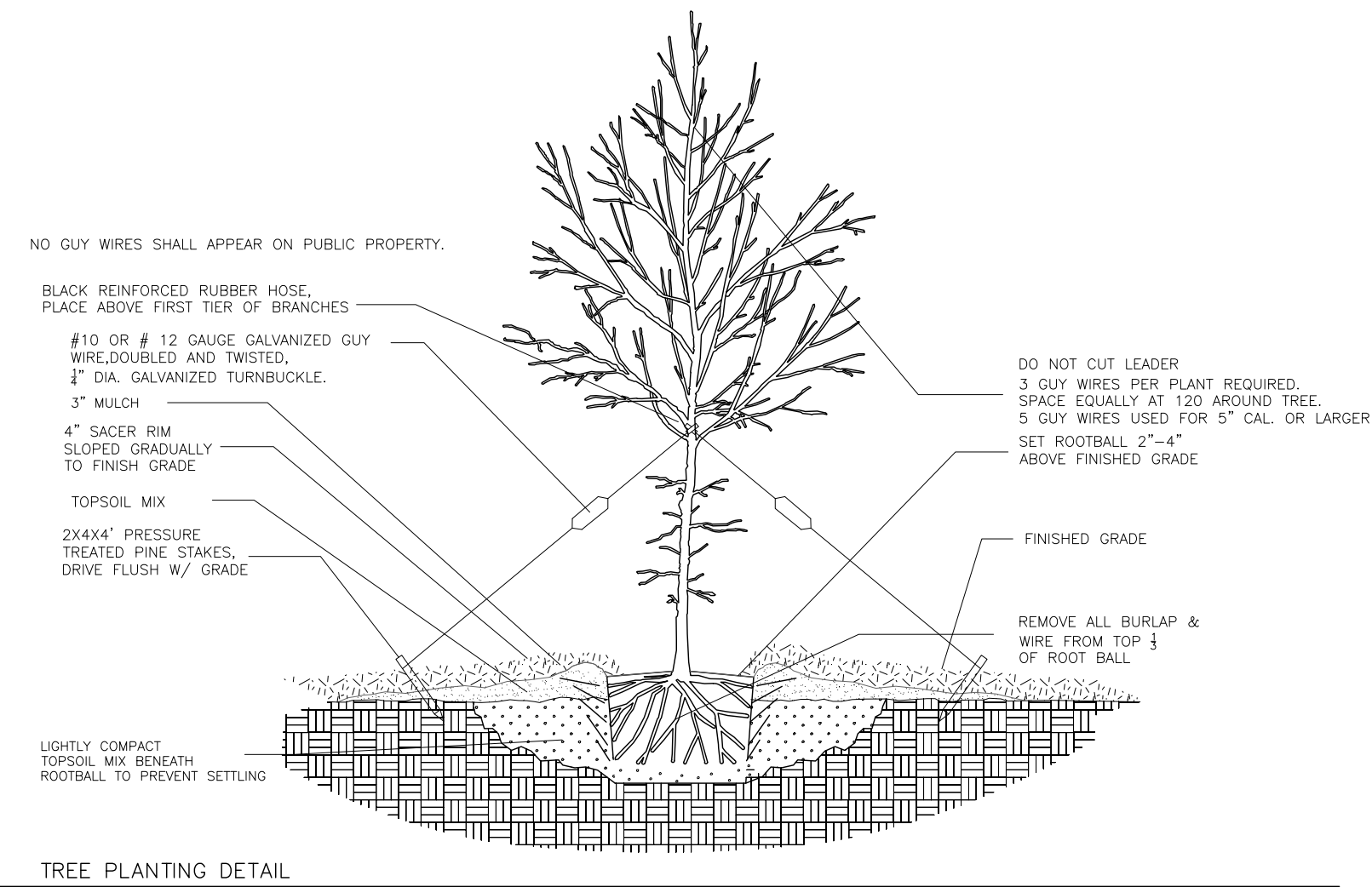
PROJECT NAME & ADDRESS:  
**THE DARKHORSE INVESTMENTS**  
107 SHADWELL LN  
FRIENDSWOOD, TX 77546

**SQ. FT. ESTIMATES:**  
FIRST FLOOR: 2,950 SQ.FT.  
SECOND FLOOR: 890 SQ.FT.  
BRICK LEDGE: 110 SQ.FT.  
**GRAND TOTAL: 3,950 SQ.FT.**

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|           |            |
|-----------|------------|
| DRAWN BY: | ZQSOSA     |
| DATE:     | 12/20/2018 |
| SCALE:    | 1"=10'-0"  |
| SHEET:    | A-0        |

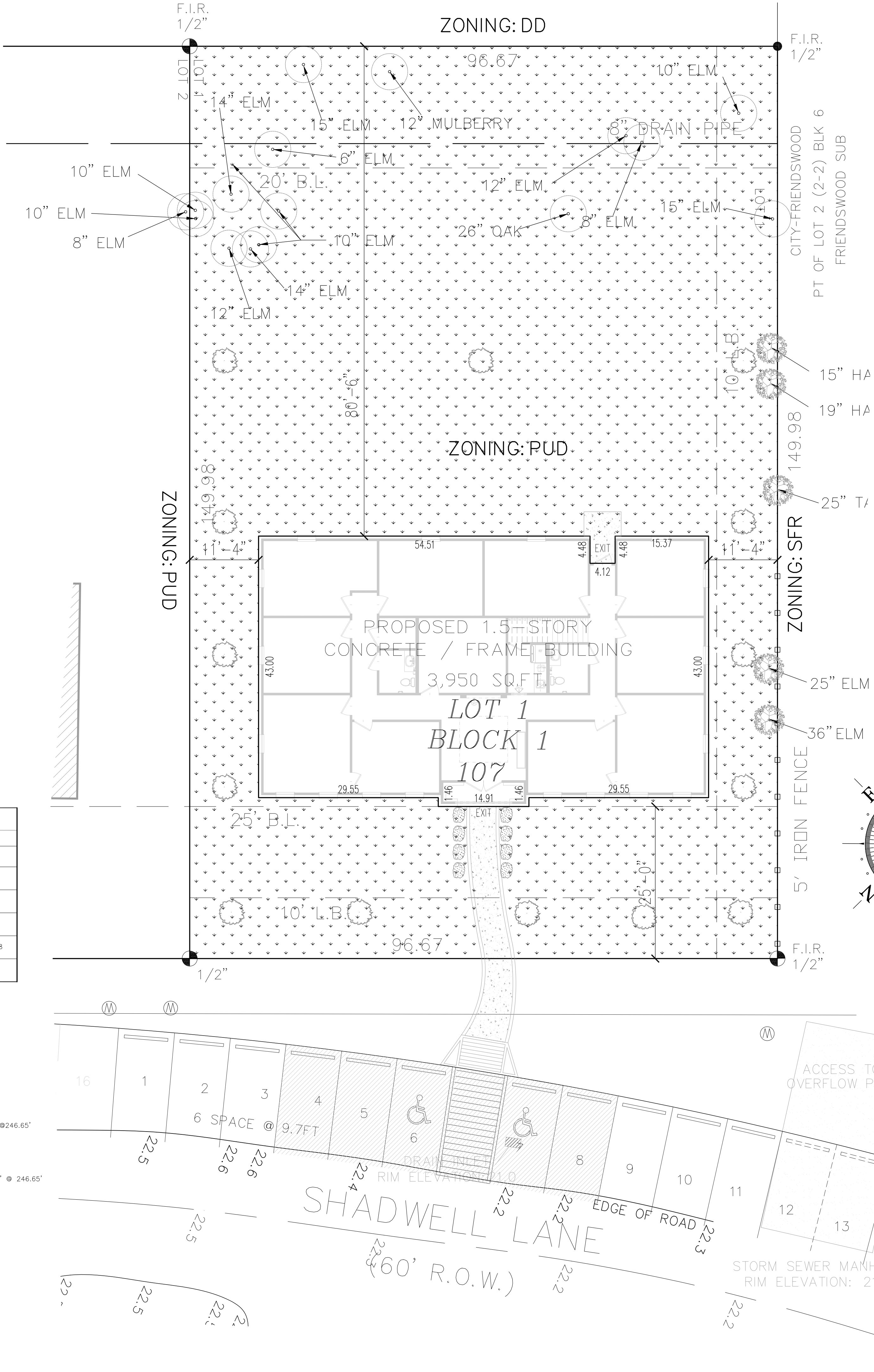




**PLANTING:**  
SCOPE OF WORK  
THIS WORK SHALL CONSIST OF PERFORMIN, CLEARING AND SCRUBBING, SOIL PREPARATION, FINISH GRADING, PLANTING AND DRAINAGE, INCLUDING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT.

**MATERIALS**  
(A) GENERAL-ALL MATERIALS SHALL BE BEST OF ITS KIND AVAILABLE. DO NOT BEGIN SOIL PREPARATION AND PLANTING UNTIL IRRIGATION WORK AROUND PLANTING AREAS ARE COMPLETE AND APPROVED.  
(B) PLANTS-ALL PLANTS SHALL BE HEALTHY, OF NORMAL GROWTH, WELL ROOTED, FREE FROM DISEASE AND INSECTS. QUALITY AND SIZE OF PLANT MATERIAL SHALL CONFORM TO THE STATE OF TEXAS GRADING CODE OF NURSERY STOCK AND BE OF NUMBER ONE GRADE.  
(C) VARIETIES AND SIZES OF PLANTS SHALL BE AS SHOWN ON DRAWINGS.  
**FERTILIZER AND SOIL CONDITIONS**  
(A) REDWOOD SHAVINGS-SHALL BE NITROGEN STABILIZED REDWOOD SHAVINGS (0.5% NITROGEN, DRY BASE).  
(B) ORGANIC FERTILIZER-SHALL BE PROCESSED SEWER SLUDGE WITH MINIMUM CONTENT OF 1% NITROGEN AND 2% PHOSPHORIC ACID, EQUAL TO NITROHUMUS.  
(C) ORGANIC FERTILIZER AND SOIL CONDITIONER-SHALL BE GPO-POWER AND ORGANIC BASE MATERIALS COMPROMISED OF DECOMPOSED ANIMAL AND VEGETABLE MATTER AND COMPOSTED TO SUPPORT BACTERIAL CULTURES, CONTAINING NO POULTRY, ANIMAL OR HUMAN WASTE. GUARANTEED ANALYSIS (5-3-3-1) NITROGEN 5%, PHOSPHATE 3%, POTASH 1%, 50% HUMUS AND 15% HUMIC ACIDS.  
**GENERAL WORK PROCEDURES**  
LANDSCAPE WORK SHALL BE ACCORDING TO THE WORKMANLIKE STANDARDS ESTABLISHED FOR LANDSCAPE CONSTRUCTION AND PLANTING.  
**WEEDING**  
BEFORE AND DURING PRELIMINARY GRADING AND FINISH GRADING, ALL WEEDS AND GRASSES SHALL BE DUG OUT BY THE ROOTS AND DISPOSED OF AT THE CONTRACTOR'S EXPENSE.  
**PLANTING**  
POSITION TREES AND SHRUBS AT THEIR INTENDED LOCATIONS AS PER THE PLANS AND SECURE THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE EXCAVATING PITS, MAKING NECESSARY ADJUSTMENTS AS DIRECTED.  
(A) PLANTING PITS SHALL BE DUG WITH LEVEL BOTTOMS, WITH WIDTH TWICE THE DIAMETER OF ROOT BALL AND 6\"/>

| PLANT SPACING: |            |  |
|----------------|------------|--|
| 5 GAL & LARGER | 36" OC UNO |  |
| 3 TO 5 GAL     | 30" OC UNO |  |
| 2 & 3 GAL      | 24" OC UNO |  |
| 1 GAL          | 18" OC UNO |  |



| PLANT SCHEDULE                                                                      |      |                       |                |                                  |
|-------------------------------------------------------------------------------------|------|-----------------------|----------------|----------------------------------|
| SYMBOL                                                                              | QTY. | SCIENTIFIC NAME       | COMMON NAME    | PLANTING SPECS                   |
|  | 15   | PYRUS CALLERYANA      | (CALLERY PEAR) | 2" CALIPER, 8 FT TALL<br>CLASS 2 |
|  | 8    | BOXWOOD               | (BOXWOOD)      |                                  |
|  | 16   | (PROTECTED) TREES     | (VARIES)       | VARIES (SEE PLAN)                |
|  | 5    | (TO BE REMOVED) TREES | (VARIES)       | TO BE REPLACE MIN.<br>CALIPER 3" |

| LANDSCAPE AREA CALCULATIONS          |             |                 |
|--------------------------------------|-------------|-----------------|
| AREA                                 | SQUARE FEET | PERCENT OF SITE |
| TOTAL AREA OF SITE                   | 14,498      | 100%            |
| PARKING LOT AREA & DRIVEWAYS         | 0           | 0               |
| SIDEWALKS AND OTHER NONPERVIOUS AREA | 136         | 1%              |
| BUILDING SQ. FOOTAGE                 | 3,200       | 22%             |
| GREEN SPACE/LANDSCAPE AREA           | 11,162      | 77%             |

| TREE MITIGATION:                            |  |
|---------------------------------------------|--|
| 5 TREES TO BE MITIGATED W/ NEW TREES (3\"/> |  |
| MITIGATED ON SITE: 5 NEW TREES (3\"/>       |  |

| IMPERVIOUS COVER BY LOT |        |
|-------------------------|--------|
| IMPROVEMENT TYPE        | LOT 3  |
| STRUCTURE (SF)=         | 3200   |
| WALK/PATIO (SF)=        | 136    |
| DRIVEWAY (SF)=          | 0      |
| TOTAL (SF)=             | 3,336  |
| LOT SIZE (SF)=          | 14,498 |
| % OF LOT AREA=          | 23%    |

| LANDSCAPE CALCULATIONS                   |                      |
|------------------------------------------|----------------------|
| PERIMETER TREES REQUIRED: 6 PROVIDED: 20 | 1 TREE/40' @ 246.65' |
| 15 EXISTING 5 NEW                        |                      |
| BUFFER TREES REQUIRED: 10 PROVIDED: 10   | 1 TREE/25' @ 246.65' |
| 9 NEW 1 EXISTING                         |                      |

| ISSUE LOG |    | DESCRIPTION FOR |
|-----------|----|-----------------|
| DATE      | NO | FINAL PLANS     |
| 6/13/2019 | 1  |                 |

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PROJECT NAME & ADDRESS:  
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107 SHADWELL LN  
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| BRICK LEDGE:        | 110 SQ.FT.          |
| <b>GRAND TOTAL:</b> | <b>3,950 SQ.FT.</b> |

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| DRAWN BY: | ZQSOSA     |
| DATE:     | 12/20/2018 |
| SCALE:    | 1"=10'-0"  |
| SHEET:    |            |

L-1

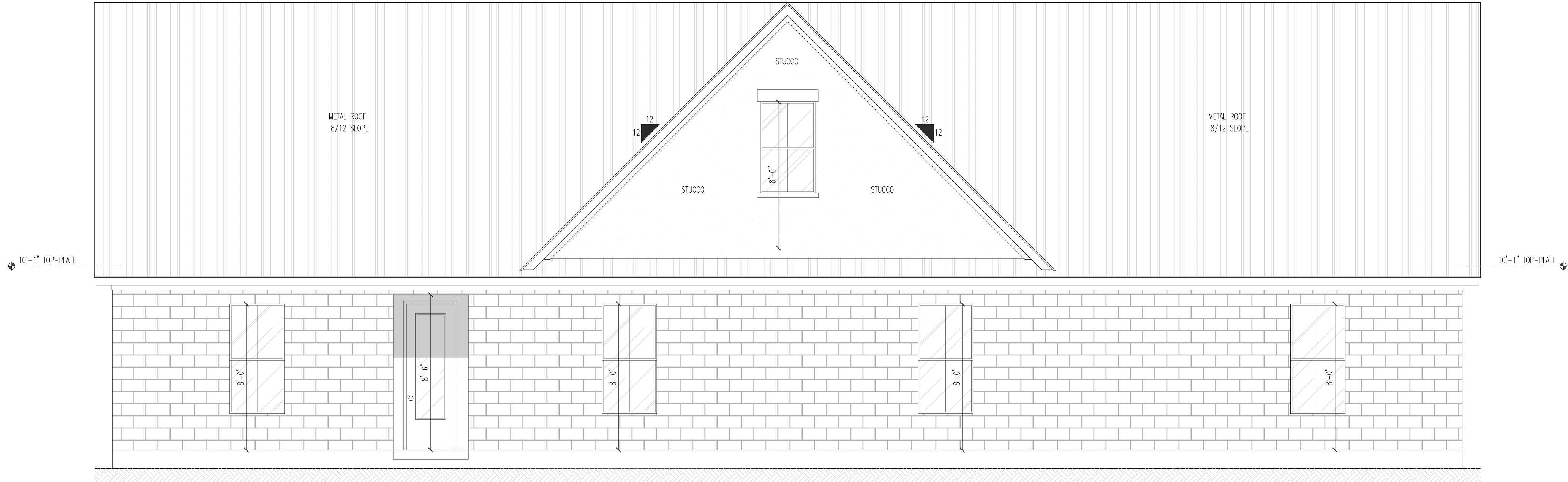


| EXTERIOR MATERIAL & FINISH SCHEDULE |                 |
|-------------------------------------|-----------------|
| ID                                  | DESCRIPTION     |
| 1.                                  | BRICK COLOR #1  |
| 2.                                  | SOFFIT COLOR #2 |
| 3.                                  | STUCCO COLOR #3 |

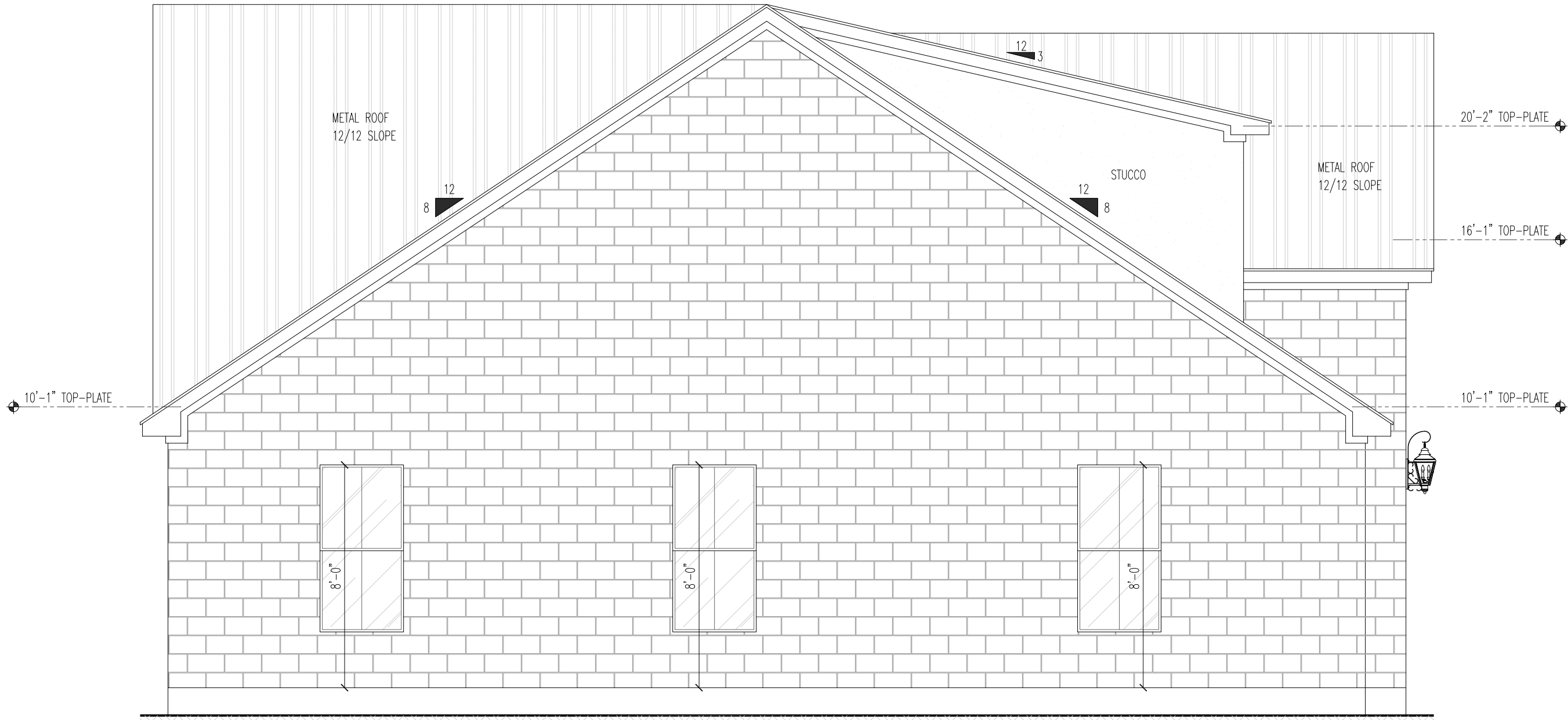
| PAINT COLOR SCHEDULE |                                            |
|----------------------|--------------------------------------------|
| ID                   | DESCRIPTION                                |
| 1.                   | BRICK COLOR: 4"x8"x16" WHITE SPLIT FACE    |
| 2.                   | SHERWIN-WILLIAMS — BLACK FOX SW7020        |
| 3.                   | SHERWIN-WILLIAMS — ACCESSIBLE BEIGE SW7036 |



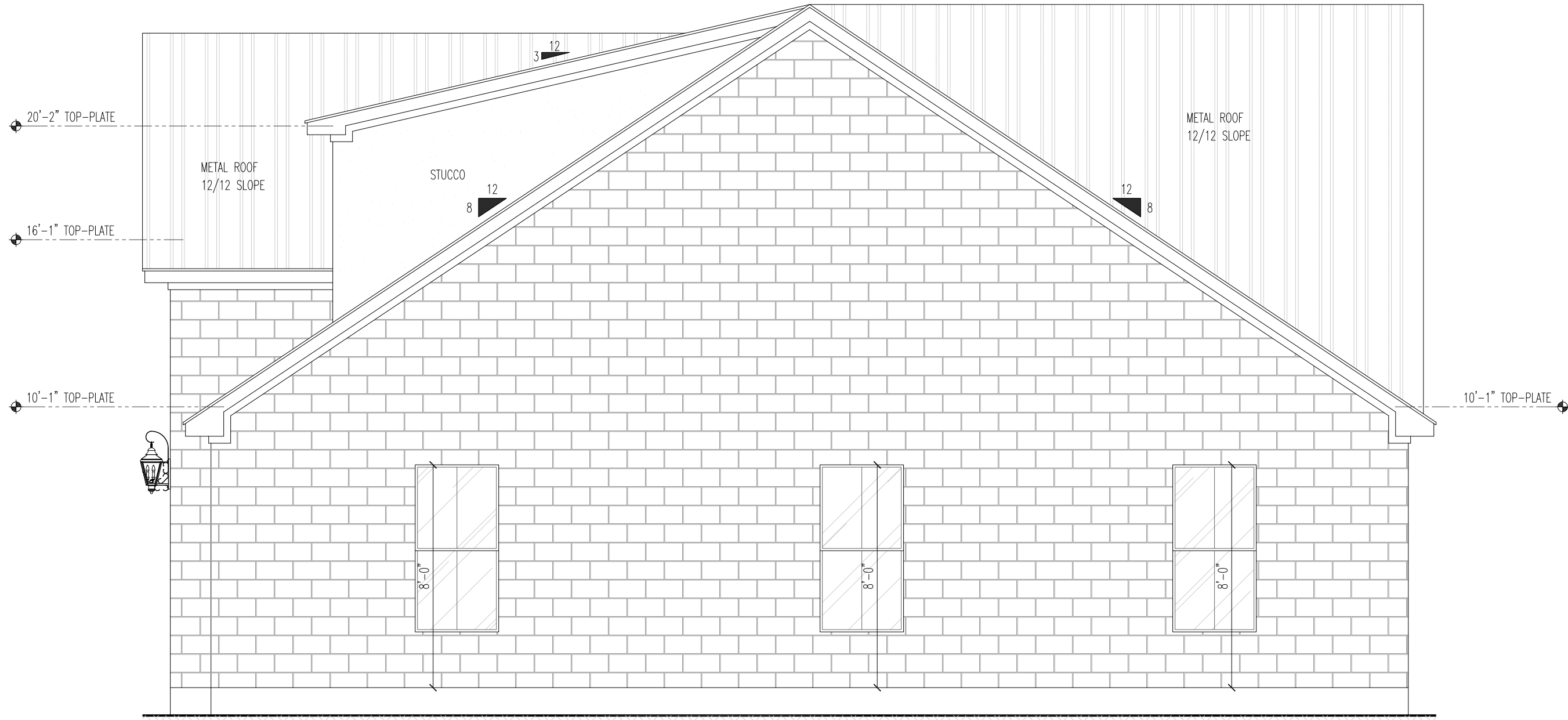
1 FRONT ELEVATION  
1/4" = 1'-0"



2 REAR ELEVATION  
1/4" = 1'-0"



3 LEFT ELEVATION  
1/4" = 1'-0"



4 RIGHT ELEVATION  
1/4" = 1'-0"

| ISSUE LOG |           |                             |
|-----------|-----------|-----------------------------|
| NO        | DATE      | DESCRIPTION FOR FINAL PLANS |
| 1         | 6/13/2019 |                             |

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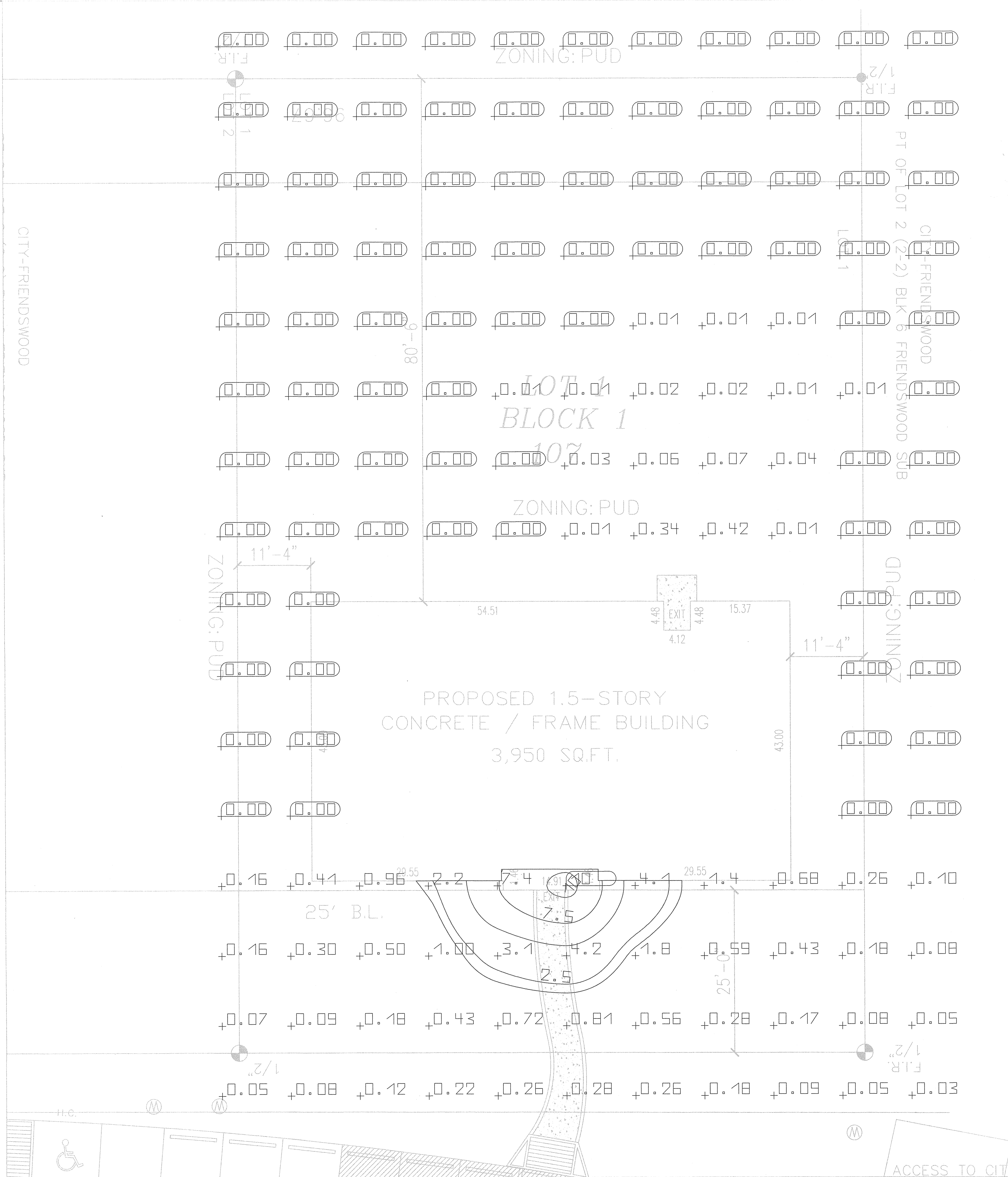
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| DATE:     | 12/20/2018 |
| SCALE:    | 1/4"=1'-0" |
| SHEET :   |            |

A-3



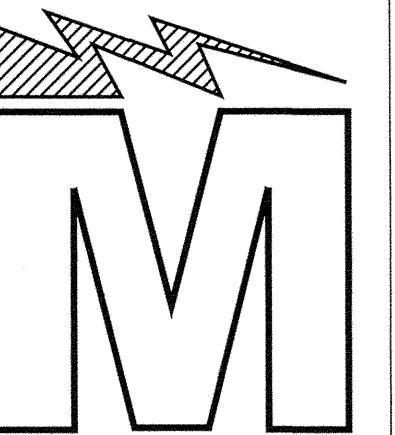


SITE PHOTOMETRIC

1/8" = 1'-0"

1

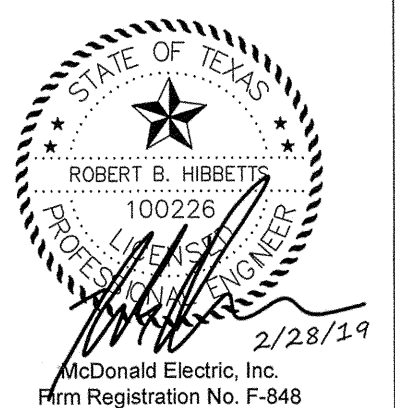
The Darkhorse Investments  
107 Shadwell  
Friendswood, TX 77546



McDONALD  
ELECTRIC

CONTRACTORS - ENGINEERS

5044 TIMBER CREEK  
HOUSTON, TX 77017  
(713) 921-1368 PH.  
(713) 921-5109 FAX



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Permit 02/28/2019

Sheet No.

E-0



## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-32: (Title: Second and Final reading of an ordinance amending Appendix D, the Schedule of Fees for building permits as a result of House Bill 852)** An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the adjustment of buildings and building regulations fees per House Bill 852. (Amended 08/05/19 on First Reading)

Originating Department: Community Development

Degree of importance: Choose an Option

### SUMMARY / ORIGINATING CAUSE

The 86th Texas Legislature voted for and Governor Abbott signed HB 852, which changes the way that municipalities can charge building permit fees for residential construction. Building permit fees for new residential dwellings and alterations to residential dwellings can no longer be based upon value or cost of construction. The new law went into effect on May 21, 2019.

The proposed permit fee schedule is based upon a set fee per square foot for new residential construction and additions/alterations to a residential structure. Additionally, flat fees are being proposed for other types of work for residential structures such as foundation repairs, window replacements, etc.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Not changing the permit fees is a violation of State Law.

### RECOMMENDATIONS

Staff is recommending the proposed fee schedule. The proposed fees were compared to the current fees to ensure that the amount of revenue collected will not decrease.

### ATTACHMENTS

1. Ord 2019-32 Bldg Permit Fees Appendix D
2. Ord 2019-32 Exhibit A

(Title: An Ordinance amending Appendix D, the Schedule of Fees for building permits as a result of House Bill 852.)

**ORDINANCE NO. T2019-32**

**AN ORDINANCE AMENDING APPENDIX D OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, BY PROVIDING FOR THE ADJUSTMENT OF BUILDINGS AND BUILDING REGULATIONS FEES PER HOUSE BILL 852.**

\* \* \* \* \*

**WHEREAS**, Appendix D of the Code of Ordinances of the City of Friendswood, Texas establishes certain fees assessed for buildings and building regulations provided by the City;

**WHEREAS**, in order to recover a portion of the cost of providing services associated the permits, inspections, code enforcement and plan reviews for buildings and building regulations, the City deems it necessary to assess permit and inspection fees; and

**WHEREAS**, the State of Texas Legislature passed HB 852 prohibiting municipalities from assessing permit fees or inspection fees in connection with the construction or improvement of residential dwellings based on value of the dwelling or the cost of constructing or improving the dwelling; therefore

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:**

**Section 1.** City of Friendswood, Texas, Ordinance No. 88-21, as amended, originally adopted the 20<sup>th</sup> day of March, 1989, and most recently amended in Ordinance No. 2019-02 adopted the 4<sup>th</sup> day of February, 2019, the same being **Appendix D** of the Friendswood City Code, and also being the fee schedule ordinance of the City, is hereby amended pursuant to **Exhibit A** attached hereto and made a part hereof for all purposes.

**Section 2.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED AND APPROVED on first reading this 5<sup>th</sup> day of August, 2019 .**

**PASSED, APPROVED, AND ADOPTED on second and final reading this 9<sup>th</sup> day of September, 2019.**

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Mike Foreman  
Mayor

ATTEST:

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Melinda Welsh, TRMC  
City Secretary

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

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

| Description           |                                         | Amount   | Code Section |
|-----------------------|-----------------------------------------|----------|--------------|
| <b>Administration</b> |                                         |          |              |
| (1)                   | Zoning board of adjustment applications | \$100.00 | 2-40         |
| <b>Animals</b>        |                                         |          |              |
| (a)                   | <i>License and Registration Fees:</i>   |          |              |
| (1)                   | Neutered or spayed animals              | \$5.00   | 10-13        |
| (2)                   | Animal not neutered or spayed           | \$10.00  |              |
| (3)                   | Dangerous animal registration           | \$50.00  |              |
| (4)                   | Replacement tag                         | \$3.00   |              |
| (b)                   | <i>Permit Fees:</i>                     |          |              |
| (1)                   | Kennel, less than ten dogs or cats      | \$10.00  |              |
| (2)                   | Kennel, ten to 25 dogs or cats          | \$15.00  |              |
| (3)                   | Kennel, more than 25 dogs or cats       | \$25.00  |              |
| (4)                   | Pet shop/store                          | \$25.00  |              |
| (5)                   | Riding stable                           | \$25.00  |              |
| (6)                   | Auction place/facility                  | \$25.00  |              |
| (7)                   | Performing animal exhibition            | \$25.00  |              |
| (8)                   | Zoological park                         | \$25.00  |              |

|                                           |                                          |                                      |          |        |
|-------------------------------------------|------------------------------------------|--------------------------------------|----------|--------|
|                                           | (9)                                      | Circus                               | \$25.00  |        |
|                                           | (10)                                     | Grooming shop                        | \$25.00  |        |
| (c)                                       | <i>Animal Handling and Shelter Fees:</i> |                                      |          |        |
|                                           | (1)                                      | Pick-up                              | \$15.00  |        |
|                                           | (2)                                      | Boarding (per day)                   | \$7.50   |        |
|                                           | (3)                                      | Owner disposal                       | \$20.00  |        |
|                                           | (4)                                      | Owner turn-in                        | \$25.00  |        |
|                                           | (5)                                      | Adoption, cats                       | \$85.00  |        |
|                                           | (6)                                      | Adoption, dogs                       | \$100.00 |        |
| <b>Buildings and Building Regulations</b> |                                          |                                      |          |        |
|                                           | (1)                                      | Building Permit Fees (Electrical):   |          | 14-162 |
|                                           | a.                                       | Permit issuance fee                  | 30.00    |        |
|                                           | b.                                       | Meter loop, service and four outlets | \$10.00  |        |
|                                           | c.                                       | Outlets                              | \$0.35   |        |
|                                           | d.                                       | Lighting fixtures                    | \$0.35   |        |
|                                           | e.                                       | Range receptacle                     | \$1.00   |        |
|                                           | f.                                       | Clothes dryer                        | \$1.00   |        |
|                                           | g.                                       | Water heater                         | \$1.00   |        |
|                                           | h.                                       | Cooking tops                         | \$1.00   |        |
|                                           | i.                                       | Ovens                                | \$1.00   |        |
|                                           | j.                                       | Garbage disposals                    | \$1.00   |        |

|     |                                  |                                             |           |        |
|-----|----------------------------------|---------------------------------------------|-----------|--------|
|     | k.                               | Dishwashers                                 | \$1.00    |        |
|     | l.                               | Electric heaters                            | \$5.00    |        |
|     | m.                               | Window air conditioning receptacle          | \$4.50    |        |
|     | n.                               | Temporary saw pole                          | \$10.00   |        |
|     | o.                               | Temporary cut in                            | \$15.00   |        |
|     | p.                               | Reconnect                                   | \$20.00   |        |
|     | q.                               | Motors:                                     |           |        |
|     |                                  | Up to but not including ½ hp                | \$0.50    |        |
|     |                                  | ½ hp and less than 2 hp                     | \$2.00    |        |
|     |                                  | 2 hp and less than 10 hp                    | \$3.00    |        |
|     |                                  | 10 hp and less than 25 hp                   | \$4.00    |        |
|     |                                  | 25 hp and less than 100 hp                  | \$8.00    |        |
|     |                                  | 100 hp and over                             | \$0.08/hp |        |
|     | r.                               | X-ray machines                              | \$2.00    |        |
|     | s.                               | Signs: Shop inspection, per kva             | \$2.00    |        |
|     | t.                               | Incandescent and vacuum tube signs, per kva | \$2.00    |        |
|     | u.                               | Festoon lighting and streamers, per circuit | \$0.50    |        |
|     | v.                               | Swimming pools                              | \$15.00   |        |
|     | w.                               | Re-inspection fee                           | \$35.00   |        |
|     | x.                               | Electric furnace                            | \$5.00    |        |
| (2) | Building Permit Fees (Plumbing): |                                             |           | 14-252 |

|  |     |                                    |                                                                                                |                       |        |
|--|-----|------------------------------------|------------------------------------------------------------------------------------------------|-----------------------|--------|
|  |     | a.                                 | Permit issuance fee                                                                            | \$30.00               |        |
|  |     | b.                                 | Each fixture, floor drain or trap (including all piping)                                       | \$2.50                |        |
|  |     | c.                                 | Water connection/water meter installation                                                      | \$5.00                |        |
|  |     | d.                                 | Sewer connection                                                                               | \$5.00                |        |
|  |     | e.                                 | Replacement or repair of sewer                                                                 | \$5.00                |        |
|  |     | f.                                 | Cesspool                                                                                       | \$5.00                |        |
|  |     | g.                                 | Septic tank and seepage pit or drainfield                                                      | \$10.00               |        |
|  |     | h.                                 | Water heater and/or vent                                                                       | \$2.50                |        |
|  |     | i.                                 | Installation, alteration or repair of water piping and/or water treating equipment             | \$5.00                |        |
|  |     | j.                                 | Repair or alteration of drainage or vent piping                                                | \$5.00                |        |
|  |     | k.                                 | Vacuum breakers or backflow protective devices (1 to 5)                                        | \$2.50                |        |
|  |     | l.                                 | Vacuum breakers or backflow protective devices (over 5, each)                                  | \$1.50                |        |
|  |     | m.                                 | Grease Trap                                                                                    | 10.00                 |        |
|  |     | n.                                 | Annual Gas Test                                                                                | 20.00                 |        |
|  |     | o.                                 | Re-inspection fee                                                                              | \$35.00               |        |
|  | (3) | Building Permit Fees (Mechanical): |                                                                                                |                       | 14-275 |
|  |     | a.                                 | Permit issuance fee                                                                            | \$30.00               |        |
|  |     | b.                                 | New installation of heating, ventilating ductwork, air conditioning and refrigeration systems: |                       |        |
|  |     | 1.                                 | <b><u>5 tons or less (each unit or system)</u></b>                                             | <b><u>\$35.00</u></b> |        |
|  |     | 2.                                 | <b><u>More than 5 tons (per ton)</u></b>                                                       | <b><u>\$10.00</u></b> |        |



|  |     |                             |                                                                                                    |                       |        |
|--|-----|-----------------------------|----------------------------------------------------------------------------------------------------|-----------------------|--------|
|  |     | c.                          | Repairs, alterations and additions to existing system <b><u>(5 tons or less)</u></b>               | <b><u>\$25.00</u></b> |        |
|  |     |                             | <b><u>More than 5 tons (per ton)</u></b>                                                           | <b><u>\$5.00</u></b>  |        |
|  |     | d.                          | Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)                                                  | \$5.00                |        |
|  |     | e.                          | Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)                                                | \$10.00               |        |
|  |     | f.                          | Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)                                             | \$15.00               |        |
|  |     | g.                          | Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)                                           | \$25.00               |        |
|  |     | h.                          | Boilers over 3,300,000 Btu (98 BHp)                                                                | \$35.00               |        |
|  |     | i.                          | Temporary operation inspection fee                                                                 | \$5.00                |        |
|  |     | j.                          | Re-inspection fee                                                                                  | \$35.00               |        |
|  |     | k.                          | <b><u>Commercial, Industrial, Institutional kitchen Hood/Vent System</u></b>                       | <b><u>\$5.00</u></b>  |        |
|  | (4) | Building Permit Fees (Gas): |                                                                                                    |                       | 14-299 |
|  |     | a.                          | Permit issuance fee                                                                                | \$30.00               |        |
|  |     | b.                          | Gas piping:                                                                                        |                       |        |
|  |     | 1.                          | 1 to 4 outlets                                                                                     | \$5.00                |        |
|  |     | 2.                          | Over 4 outlets, each                                                                               | \$1.00                |        |
|  |     | c.                          | Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit | \$5.00                |        |
|  |     |                             | Each additional unit                                                                               | \$1.00                |        |
|  |     | d.                          | Vented wall furnace or water heater                                                                | \$2.50                |        |
|  |     |                             | Each additional unit                                                                               | \$1.00                |        |
|  |     | e.                          | Re-inspection fee                                                                                  | \$35.00               |        |

|     |                                                                                                     |                                   |  |
|-----|-----------------------------------------------------------------------------------------------------|-----------------------------------|--|
| (5) | Building permit fees:                                                                               |                                   |  |
|     | a. Permit issuance fee <b><u>(all non-trade permits)</u></b>                                        | 10.00                             |  |
|     | <b><u>Commercial (new structures, additions, alterations); Permanent Signs:</u></b>                 |                                   |  |
|     | b. For total valuation of \$1,000.00 and less                                                       | \$15.00                           |  |
|     | c. For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00                           | \$15.00                           |  |
|     | Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00              | \$5.00                            |  |
|     | d. For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00                        | \$260.00                          |  |
|     | Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00             | \$4.00                            |  |
|     | e. For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00                  | \$460.00                          |  |
|     | Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00             | \$3.00                            |  |
|     | f. For total valuation of \$500,001.00 and up, for first \$500,000.00                               | \$1,660.00                        |  |
|     | Plus, for each additional \$1,000.00 or fraction thereof                                            | \$2.00                            |  |
|     | g. <b><u>Plan check fee (non-refundable)</u></b>                                                    | <b><u>Half of permit fee</u></b>  |  |
|     | <b><u>New Residential; Residential additions and alterations; swimming pool repairs:</u></b>        |                                   |  |
|     | h. <b><u>Habitable space (air conditioned)</u></b>                                                  | <b><u>.40 per square foot</u></b> |  |
|     | i. <b><u>Garage/non-habitable space/Utility (non-air conditioned) – minimum \$25 permit fee</u></b> | <b><u>.30 per square foot</u></b> |  |
|     | j. <b><u>Storage buildings, patios, outdoor kitchens, swimming pool</u></b>                         | <b><u>.30 per square</u></b>      |  |

|  |  |                                                                                           |                           |  |
|--|--|-------------------------------------------------------------------------------------------|---------------------------|--|
|  |  | <u>repairs – minimum \$25 permit fee</u>                                                  | <u>foot</u>               |  |
|  |  | <u>k. Plan check fee (non-refundable)</u>                                                 | <u>Half of permit fee</u> |  |
|  |  | <b><u>Miscellaneous Residential Permits (no plan check fee):</u></b>                      |                           |  |
|  |  | <u>l. Foundation repair</u>                                                               | <u>\$50</u>               |  |
|  |  | <u>m. Re-Roof</u>                                                                         | <u>\$50</u>               |  |
|  |  | <u>n. Fences, walls, driveways, paving</u>                                                | <u>\$75</u>               |  |
|  |  | <u>o. Siding repair/replacement</u>                                                       | <u>\$50</u>               |  |
|  |  | <u>p. Window replacement</u>                                                              | <u>\$125</u>              |  |
|  |  | <u>q. Solar panel installation</u>                                                        | <u>\$125</u>              |  |
|  |  | <b><u>Other permits (no plan check fee):</u></b>                                          |                           |  |
|  |  | <u>r. Swimming pools (new)</u>                                                            | <u>\$475</u>              |  |
|  |  | <u>s. Irrigation</u>                                                                      | <u>\$75</u>               |  |
|  |  | <u>t. Generator</u>                                                                       | <u>\$150</u>              |  |
|  |  | <u>u. Moving of any building or structure (0 cubic feet and above)</u>                    | \$100.00                  |  |
|  |  | <u>v. Demolition of buildings or structures</u>                                           | \$50.00                   |  |
|  |  | <u>w. Portable/temporary sign permit fee</u>                                              | \$10.00                   |  |
|  |  | <b><u>General Permit Fee Policies</u></b>                                                 |                           |  |
|  |  | <u>x. Work started without a permit shall be double permit fee.</u>                       |                           |  |
|  |  | <u>y. Permit fees based on square footage or value are rounded up the nearest dollar.</u> |                           |  |
|  |  | <u>z. Refunds for work abandoned prior to commencement of</u>                             |                           |  |

|                   |     |                                                                                                                                                |                        |          |
|-------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------|
|                   |     | construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only. |                        |          |
|                   | (6) | Construction Board of Adjustment Application                                                                                                   | <b><u>\$300.00</u></b> |          |
|                   | (7) | After hours inspection (one-time fee for scheduled after hours inspection)                                                                     | \$100.00               |          |
| <b>Businesses</b> |     |                                                                                                                                                |                        |          |
|                   | (1) | Animal establishment permit fees:                                                                                                              |                        | 10-198   |
|                   |     | a. For each kennel authorized to house less than ten dogs or cats                                                                              | \$10.00                |          |
|                   |     | b. For each kennel authorized to house ten to 25 dogs or cats                                                                                  | \$15.00                |          |
|                   |     | c. For each kennel authorized to house over 25 dogs or cats                                                                                    | \$25.00                |          |
|                   |     | d. For each pet shop                                                                                                                           | \$25.00                |          |
|                   |     | e. For each riding stable                                                                                                                      | \$25.00                |          |
|                   |     | f. For each auction                                                                                                                            | \$25.00                |          |
|                   |     | g. For each zoological park                                                                                                                    | \$25.00                |          |
|                   |     | h. For each circus                                                                                                                             | \$25.00                |          |
|                   |     | i. For each performing animal exhibition                                                                                                       | \$25.00                |          |
|                   |     | j. For each grooming shop                                                                                                                      | \$25.00                |          |
|                   | (2) | Peddlers, solicitors, canvassers and itinerant vendors:                                                                                        |                        |          |
|                   |     | a. Registration fee                                                                                                                            | \$5.00                 | 18-48(b) |
|                   |     | b. Replacement of registration certificate                                                                                                     | \$2.00                 | 18-48(b) |

|                                        |     |    |                                                                                                                                 |          |           |
|----------------------------------------|-----|----|---------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
|                                        |     | c. | Identification cards, per card                                                                                                  | \$3.00   | 18-54(c)  |
| <b>Environment</b>                     |     |    |                                                                                                                                 |          |           |
|                                        | (1) |    | Charge for nuisance abatement proceedings                                                                                       | \$75.00  | 26-128    |
|                                        | (2) |    | Filing of lien                                                                                                                  | \$50.00  | 26-128    |
|                                        | (3) |    | Application fee for well-drilling permit                                                                                        | \$500.00 | 26-255(a) |
|                                        | (4) |    | Processing fee for well-drilling permit application                                                                             | \$100.00 | 26-256(c) |
|                                        | (5) |    | Annual inspection fee for oil and gas wells                                                                                     | \$35.00  | 26-289(m) |
| <b>Law Enforcement</b>                 |     |    |                                                                                                                                 |          |           |
|                                        | (1) |    | Municipal court building security fee (fee against all defendants convicted of a misdemeanor offense by the municipal court)    | \$3.00   | 42-1      |
|                                        | (2) |    | Municipal court technology fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court) | \$4.00   | 42-2      |
| <b>Manufactured Homes and Trailers</b> |     |    |                                                                                                                                 |          |           |
|                                        | (1) |    | Annual mobile home parking permit                                                                                               | \$0.00   | 50-127(d) |
|                                        | (2) |    | Semiannual mobile home parking permit                                                                                           | \$0.00   | 50-127(d) |
|                                        | (3) |    | Refund of parking permits:                                                                                                      |          | 50-127(f) |
|                                        |     | a. | For less than one month:                                                                                                        |          |           |
|                                        |     | 1. | Annual permits                                                                                                                  | \$0.00   |           |

|                                        |     |    |                                                                                                |                  |           |
|----------------------------------------|-----|----|------------------------------------------------------------------------------------------------|------------------|-----------|
|                                        |     | 2. | Semiannual permits                                                                             | \$0.00           |           |
|                                        |     | b. | For mobile homes in the city more than one month but less than six months (annual permit only) | \$0.00           |           |
|                                        | (4) |    | Service charge for transfer or assignment of mobile home parking permit                        | \$0.00           | 50-127(g) |
|                                        | (5) |    | Service charge for replacement of lost, etc., mobile home parking permit                       | \$0.00           | 50-127(h) |
|                                        | (6) |    | Temporary mobile home parking permit                                                           | \$0.00           | 50-128    |
|                                        | (7) |    | Mobile home park license application investigation fee                                         | \$0.00           | 50-156    |
|                                        | (8) |    | Annual license fee for mobile home parks (including license renewal):                          |                  |           |
|                                        |     |    | Mobile home stands: one or more                                                                |                  |           |
| <b>Parks and Recreation Facilities</b> |     |    |                                                                                                |                  |           |
|                                        | (1) |    | Leavesley Park Jones Hangar:                                                                   |                  |           |
|                                        |     | a. | Deposit (100 percent refundable)                                                               | \$500.00         |           |
|                                        |     | b. | Janitorial fee                                                                                 | \$250.00         |           |
|                                        |     | c. | Resident Nonprofit group rental fee                                                            | \$25.00 per hour |           |
|                                        |     | d. | Resident rental fee                                                                            | \$60.00 per hour |           |
|                                        |     | e. | Nonresident rental fee                                                                         | \$80.00 per hour |           |
|                                        |     | f. | Nonresident Nonprofit group rental fee                                                         | \$60.00 per hour |           |
|                                        | (2) |    | Stevenson Park Gazebo:                                                                         |                  |           |

|     |                                                       |                                           |                  |  |
|-----|-------------------------------------------------------|-------------------------------------------|------------------|--|
|     | a.                                                    | Cleanup and security deposit (refundable) | \$200.00         |  |
|     | b.                                                    | Resident rental fee                       | \$50.00          |  |
|     | c.                                                    | Nonresident rental fee                    | \$75.00          |  |
|     | d.                                                    | Resident Nonprofit group rental fee       | \$0.00           |  |
|     | e.                                                    | Nonresident Nonprofit group rental fee    | \$50.00          |  |
| (3) | Stevenson Park Large or Small Pavilion:               |                                           |                  |  |
|     | a.                                                    | Cleanup and security deposit (refundable) | \$200.00         |  |
|     | b.                                                    | Resident rental fee                       | \$75.00          |  |
|     | c.                                                    | Nonresident rental fee                    | \$175.00         |  |
|     | d.                                                    | Resident Nonprofit group rental fee       | \$0.00           |  |
|     | e.                                                    | Nonresident Nonprofit group rental fee    | \$75.00          |  |
| (4) | Stevenson Park Green Space:                           |                                           |                  |  |
|     | a.                                                    | Deposit (refundable)                      | \$0.00           |  |
|     | b.                                                    | Resident rental fee                       | \$25.00          |  |
|     | c.                                                    | Nonresident rental fee                    | \$25.00          |  |
| (5) | Stevenson Park Basketball Court:                      |                                           |                  |  |
|     | a.                                                    | Deposit (refundable)                      | \$100.00         |  |
|     | b.                                                    | Resident rental fee                       | \$25.00 per hour |  |
|     | c.                                                    | Nonresident rental fee                    | \$30.00 per hour |  |
| (6) | Stevenson Park Sand Volleyball Court or Tennis Courts |                                           |                  |  |



|  |     |                                      |                                    |                   |  |
|--|-----|--------------------------------------|------------------------------------|-------------------|--|
|  |     | a.                                   | Deposit (refundable)               | \$100.00          |  |
|  |     | b.                                   | Resident rental fee                | \$10.00 per hour  |  |
|  |     | c.                                   | Nonresident rental fee             | \$15.00 per hour  |  |
|  | (7) | Stevenson Park Pool Exclusive Rental |                                    |                   |  |
|  |     | a.                                   | Lifeguard Fee (per guard per hour) | \$10.00           |  |
|  |     | b.                                   | Resident rental fee                | \$40.00 per hour  |  |
|  |     | c.                                   | Nonresident rental fee             | \$50.00 per hour  |  |
|  | (8) | Stevenson Park Pool Wooden Deck Only |                                    |                   |  |
|  |     | a.                                   | Guest fee                          | \$2.00 per person |  |
|  |     | b.                                   | Resident rental fee                | \$10.00 per hour  |  |
|  |     | c.                                   | Nonresident rental fee             | \$20.00 per hour  |  |
|  | (9) | Stevenson Park Pool:                 |                                    |                   |  |
|  |     | a.                                   | Resident fees:                     |                   |  |
|  |     | i.                                   | Family pass                        | \$80.00           |  |
|  |     | ii.                                  | 20 visit pass                      | \$30.00           |  |
|  |     | iii.                                 | Daily visit (all ages)             | \$2.00            |  |
|  |     | iv.                                  | Seniors (60+)                      | \$0.00            |  |

|  |      |                           |                                           |          |  |
|--|------|---------------------------|-------------------------------------------|----------|--|
|  |      | b.                        | Nonresident fee:                          |          |  |
|  |      | i.                        | Family pass                               | \$110.00 |  |
|  |      | ii.                       | 20 visit pass                             | \$60.00  |  |
|  |      | iii.                      | Daily visit (all ages)                    | \$4.00   |  |
|  |      | iv.                       | Seniors (60+)                             | \$4.00   |  |
|  | (10) | Old City Park:            |                                           |          |  |
|  |      | a.                        | Cleanup and security deposit (refundable) | \$200.00 |  |
|  |      | b.                        | Resident rental fee                       | \$75.00  |  |
|  |      | c.                        | Nonresident rental fee                    | \$175.00 |  |
|  |      | d.                        | Resident Nonprofit group rental fee       | \$0.00   |  |
|  |      | e.                        | Nonresident Nonprofit group rental fee    | \$75.00  |  |
|  | (11) | Renwick Park:             |                                           |          |  |
|  |      | a.                        | Daily rates (Monday—Friday)               | \$25.00  |  |
|  |      | b.                        | Evening rates (Monday—Friday)             | \$50.00  |  |
|  |      | c.                        | Weekend rates (Saturday—Sunday)           | \$100.00 |  |
|  | (12) | Activity Building:        |                                           |          |  |
|  |      | a.                        | Cleanup and security deposit (refundable) | \$200.00 |  |
|  |      | b.                        | Resident rental fee                       | \$100.00 |  |
|  |      | c.                        | Nonresident rental fee                    | \$200.00 |  |
|  | (13) | Centennial Park Pavilion: |                                           |          |  |
|  |      | a.                        | Cleanup and security deposit (refundable) | \$200.00 |  |

|                                                                                                                                                                                                                         |      |                                                                   |                                           |                  |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------|-------------------------------------------|------------------|---------------------|
|                                                                                                                                                                                                                         |      | b.                                                                | Resident rental fee                       | \$75.00          |                     |
|                                                                                                                                                                                                                         |      | c.                                                                | Nonresident rental fee                    | \$175.00         |                     |
|                                                                                                                                                                                                                         |      | d.                                                                | Resident Nonprofit group rental fee       | \$0.00           |                     |
|                                                                                                                                                                                                                         |      | e.                                                                | Nonresident Nonprofit group rental fee    | \$75.00          |                     |
|                                                                                                                                                                                                                         | (14) | Centennial Park Evelyn B. Newman Amphitheater:                    |                                           |                  |                     |
|                                                                                                                                                                                                                         |      | a.                                                                | Cleanup and security deposit (refundable) | \$500.00         |                     |
|                                                                                                                                                                                                                         |      | b.                                                                | Resident rental fee                       | \$250.00         |                     |
|                                                                                                                                                                                                                         |      | c.                                                                | Nonresident rental fee                    | \$350.00         |                     |
|                                                                                                                                                                                                                         |      | d.                                                                | Resident Nonprofit group rental fee       | \$25.00 per hour |                     |
|                                                                                                                                                                                                                         |      | e.                                                                | Nonresident Nonprofit group rental fee    | \$250.00         |                     |
|                                                                                                                                                                                                                         | (15) | Centennial Park Basketball Court:                                 |                                           |                  |                     |
|                                                                                                                                                                                                                         |      | a.                                                                | Deposit (refundable)                      | \$100.00         |                     |
|                                                                                                                                                                                                                         |      | b.                                                                | Resident rental fee                       | \$25.00 per hour |                     |
|                                                                                                                                                                                                                         |      | c.                                                                | Nonresident rental fee                    | \$30.00 per hour |                     |
| The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager. |      |                                                                   |                                           |                  |                     |
| The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.                                                                      |      |                                                                   |                                           |                  |                     |
| Solid Waste                                                                                                                                                                                                             |      |                                                                   |                                           |                  |                     |
|                                                                                                                                                                                                                         | (1)  | Residential services to include collection of residential refuse, |                                           |                  | \$14.63/month 66-21 |

|  |  |                                                                                                                                                                   |  |  |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |  | recyclables and green waste:<br>No limit volume per week per residence, including residential refuse,<br>residential curbside recycling and green waste recycling |  |  |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

|  |     |                           |                 |  |  |  |
|--|-----|---------------------------|-----------------|--|--|--|
|  | (2) | Commercial rate schedule: |                 |  |  |  |
|  |     | a.                        | Lifts per week: |  |  |  |

| Container Size | 1        | 2        | 3        | 4        | 5        | 6        | Extra Lifts |
|----------------|----------|----------|----------|----------|----------|----------|-------------|
| 2 cu. yds.     | \$86.05  | \$101.70 | \$171.95 | \$240.57 | \$315.56 | \$397.36 | \$16.15     |
| 3 cu. yds.     | \$98.80  | \$129.69 | \$240.10 | \$335.89 | \$440.58 | \$554.80 | \$24.22     |
| 4 cu. yds.     | \$99.19  | \$130.46 | \$241.26 | \$337.43 | \$442.52 | \$557.10 | \$32.28     |
| 6 cu. yds.     | \$112.28 | \$202.44 | \$293.60 | \$386.34 | \$489.32 | \$587.08 | \$48.42     |
| 8 cu. yds.     | \$198.33 | \$305.82 | \$391.51 | \$521.90 | \$666.85 | \$801.18 | \$64.55     |

|  |  |    |                                                    |  |  |  |  |
|--|--|----|----------------------------------------------------|--|--|--|--|
|  |  | b. | Containers with casters, per month: \$ 5.79.       |  |  |  |  |
|  |  | c. | Containers with locks or gates, per month: \$8.69. |  |  |  |  |
|  |  | d. | Commercial recycling:                              |  |  |  |  |
|  |  | 1. | \$81.09 per month, six cubic yards.                |  |  |  |  |
|  |  | 2. | \$98.46 per month, eight cubic yards.              |  |  |  |  |

|     |                         |  |  |
|-----|-------------------------|--|--|
| (3) | Roll off rate schedule: |  |  |
|-----|-------------------------|--|--|

| Size            | Rental per Day | Delivery Fee | Haul Rate |
|-----------------|----------------|--------------|-----------|
| 20 cubic yards* | \$5.37         | \$59.07      | \$296.42  |
| 30 cubic yards* | \$5.37         | \$59.07      | \$356.57  |
| 40 cubic yards* | \$5.37         | \$59.09      | \$424.23  |
| 25 cubic yards  | \$5.37         | \$59.07      | \$328.64  |
| 35 cubic yards  | \$5.37         | \$59.07      | \$392.01  |
| 40 cubic yards  | \$5.37         | \$59.07      | \$424.23  |

\*Open tops only

|                                                                 |                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------------------|
| (4)                                                             | Residential curbside and recycling collection, per month: \$14.63 |
| (5)                                                             | Light commercial collection (1 x week), per month: \$35.16        |
| (6)                                                             | Light commercial collection (2 x week), per month: \$52.74        |
| *Commercial rates do not include 8% franchise fee or sales tax. |                                                                   |

| Description                                       |                                                                    | Amount   | Code Section |
|---------------------------------------------------|--------------------------------------------------------------------|----------|--------------|
| <b>Streets, Sidewalks and Other Public Places</b> |                                                                    |          |              |
| (1)                                               | Application fee for applicant seeking vacation of any right-of-way | \$300.00 | 70-25        |

|                           |                                                                           |            |                |
|---------------------------|---------------------------------------------------------------------------|------------|----------------|
| (2)                       | Excavation permit fee                                                     | \$2.00     | 70-145         |
| <b>Telecommunications</b> |                                                                           |            |                |
| (1)                       | Monthly charge (per access line)                                          | \$0.94     | 78-23          |
| (2)                       | Monthly fee (per subscriber/customer)                                     | \$0.94     | 78-23          |
| <b>Network Nodes</b>      |                                                                           |            |                |
| (1)                       | Application Fees                                                          |            | LGC Ch<br>284  |
| a.                        | Network Nodes (up to 5 nodes)                                             | \$500.00   |                |
| b.                        | Each additional network node                                              | \$250.00   |                |
| c.                        | Node support poles                                                        | \$1,000.00 |                |
| (2)                       | Monthly Fees                                                              |            | LGC Ch.<br>284 |
| a.                        | Transport Facilities (per network node)                                   | \$28.00    |                |
| (3)                       | Annual Fees                                                               |            | LGC Ch.<br>284 |
| a.                        | Per network node                                                          | \$250.00   |                |
| b.                        | Collocation of network nodes on City Service Poles                        | \$20.00    |                |
| <b>Utilities</b>          |                                                                           |            |                |
| (1)                       | Security deposits for water, sewer and/or garbage collection service:     |            | 86-1           |
| a.                        | Structures with one to five units, per unit (residential owner initiated) | \$100.00   |                |
| b.                        | Structures with six or more units, first five units                       | \$400.00   |                |
|                           | Plus, for each unit in excess of five                                     | \$50.00    |                |

|     |                                                                       |                                                                                                                                                                                                                           |            |          |
|-----|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
|     | c.                                                                    | Builders, realtors or other temporary multi-property customers may post a blanket standing deposit of \$500.00 for up to ten accounts. If more than ten accounts are activated, the city may require additional deposits. |            |          |
|     | d.                                                                    | Hydrant meter use (as security for loan of hydrant meter), refundable if meter is returned in the same working conditions                                                                                                 | \$1,200.00 |          |
|     | e.                                                                    | Structures with one to five units, per unit (tenant initiated)                                                                                                                                                            | \$200.00   |          |
|     | f.                                                                    | Structures with one to five units, per unit (commercial customer)                                                                                                                                                         | \$250.00   |          |
| (2) | Returned check charge                                                 |                                                                                                                                                                                                                           | \$35.00    | 86-2(1)  |
| (3) | Disconnection/reconnection of water and/or sewer services             |                                                                                                                                                                                                                           | \$50.00    | 86-2(2)  |
|     | a.                                                                    | After-hours reconnection (customer requested reconnect)                                                                                                                                                                   | \$75.00    |          |
| (4) | Unauthorized connection or tampering fee (plus costs of repair, etc.) |                                                                                                                                                                                                                           | \$100.00   | 86-2(4)  |
| (5) | City-wide impact fees:                                                |                                                                                                                                                                                                                           |            | 86-288   |
|     | a.                                                                    | Residential:                                                                                                                                                                                                              |            |          |
|     |                                                                       | Established by city resolution                                                                                                                                                                                            |            | R2013-35 |
|     | b.                                                                    | Commercial CIP:                                                                                                                                                                                                           |            |          |
|     |                                                                       | Established by city resolution                                                                                                                                                                                            |            | R2013-35 |
| (6) | Same day service connection (one-time fee per customer request)       |                                                                                                                                                                                                                           | \$75.00    |          |
| (7) | Utility meter removal/pulled meter fee                                |                                                                                                                                                                                                                           | \$100.00   |          |
| (8) | Meter replacement fee (one-time fee per customer request)             |                                                                                                                                                                                                                           | \$75.00    |          |
| (9) | Proof of residency documentation (per copied page)                    |                                                                                                                                                                                                                           | \$0.10     |          |



|  |      |                      |  |  |
|--|------|----------------------|--|--|
|  | (10) | Water utility rates. |  |  |
|--|------|----------------------|--|--|

| <i>Monthly Minimum Charge—Single-Family Residential</i> |                        |                        |                     |                        |                        |                        |                        |
|---------------------------------------------------------|------------------------|------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|
| <i>Meter Size</i>                                       | <i>October 1, 2014</i> | <i>October 1, 2015</i> | <i>May 30, 2016</i> | <i>October 1, 2016</i> | <i>October 1, 2017</i> | <i>October 1, 2018</i> | <i>October 1, 2019</i> |
| Up to 1"                                                | \$15.50                | \$15.50                | \$15.50             | \$15.50                | \$15.50                | \$15.50                | \$15.50                |
| 1½"                                                     | \$27.90                | \$27.90                | \$27.90             | \$27.90                | \$27.90                | \$27.90                | \$27.90                |
| 2"                                                      | \$44.95                | \$44.95                | \$44.95             | \$44.95                | \$44.95                | \$44.95                | \$44.95                |
| 3"                                                      | \$44.95                | \$44.95                | \$44.95             | \$44.95                | \$44.95                | \$44.95                | \$44.95                |
| 4"                                                      | \$44.95                | \$44.95                | \$44.95             | \$44.95                | \$44.95                | \$44.95                | \$44.95                |
| 6"                                                      | \$44.95                | \$44.95                | \$44.95             | \$44.95                | \$44.95                | \$44.95                | \$44.95                |

| <i>Volumetric Rates—Single-Family Residential</i> |                        |                        |                     |                        |                        |                        |                        |
|---------------------------------------------------|------------------------|------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|
| <i>Per 1,000 Gallons</i>                          | <i>October 1, 2014</i> | <i>October 1, 2015</i> | <i>May 30, 2016</i> | <i>October 1, 2016</i> | <i>October 1, 2017</i> | <i>October 1, 2018</i> | <i>October 1, 2019</i> |
| 0—3,000 gallons                                   | \$0.00                 | \$0.00                 | \$0.00              | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| 3,001—10,000 gallons                              | \$2.90                 | \$2.90                 | \$2.90              | \$2.90                 | \$2.90                 | \$2.90                 | \$2.90                 |
| 10,001—25,000 gallons                             | \$3.15                 | \$3.15                 | \$3.15              | \$3.15                 | \$3.15                 | \$3.15                 | \$3.15                 |

|                            |        |        |        |        |        |        |        |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|
| Above<br>25,000<br>gallons | \$3.40 | \$3.40 | \$3.40 | \$3.40 | \$3.40 | \$3.40 | \$3.40 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|

| Monthly Minimum Charge—Commercial, Multi-Unit* (Residential or Commercial),<br>Irrigation/Sprinkler |                            |                            |                         |                            |                            |                            |                            |
|-----------------------------------------------------------------------------------------------------|----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Meter<br>Size                                                                                       | <i>October 1,<br/>2014</i> | <i>October 1,<br/>2015</i> | <i>May 30,<br/>2016</i> | <i>October 1,<br/>2016</i> | <i>October 1,<br/>2017</i> | <i>October 1,<br/>2018</i> | <i>October 1,<br/>2019</i> |
| 5/8"                                                                                                | \$15.50                    | \$15.50                    | \$15.50                 | \$15.50                    | \$15.50                    | \$15.50                    | \$15.50                    |
| 1"                                                                                                  | \$21.70                    | \$21.70                    | \$21.70                 | \$21.70                    | \$21.70                    | \$21.70                    | \$21.70                    |
| 1½"                                                                                                 | \$27.90                    | \$27.90                    | \$27.90                 | \$27.90                    | \$27.90                    | \$27.90                    | \$27.90                    |
| 2"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 3"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 4"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 6"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| *Multi-unit charged per unit                                                                        |                            |                            |                         |                            |                            |                            |                            |

| Volumetric Rates—Commercial, Multi-Unit* (Residential or Commercial) |                            |                            |                         |                            |                            |                            |                            |
|----------------------------------------------------------------------|----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
|                                                                      | <i>October 1,<br/>2014</i> | <i>October 1,<br/>2015</i> | <i>May 30,<br/>2016</i> | <i>October 1,<br/>2016</i> | <i>October 1,<br/>2017</i> | <i>October 1,<br/>2018</i> | <i>October 1,<br/>2019</i> |
| Per<br>1,000<br>gallons                                              | \$2.90                     | \$2.90                     | \$2.90                  | \$2.90                     | \$2.90                     | \$2.90                     | \$2.90                     |

\*Multi-unit charged per unit

*Monthly Minimum Charge—Irrigation/Sprinkler*

| Meter Size | October 1, 2014 | February 1, 2015 | October 1, 2015 | May 30, 2016 | October 1, 2016 | October 1, 2017 | October 1, 2018 | October 1, 2019 |
|------------|-----------------|------------------|-----------------|--------------|-----------------|-----------------|-----------------|-----------------|
| 5/8"       | \$15.50         | \$15.50          | \$15.50         | \$15.50      | \$15.50         | \$15.50         | \$15.50         | \$15.50         |
| 1"         | \$21.70         | \$21.70          | \$21.70         | \$21.70      | \$21.70         | \$21.70         | \$21.70         | \$21.70         |
| 1½"        | \$27.90         | \$27.90          | \$27.90         | \$27.90      | \$27.90         | \$27.90         | \$27.90         | \$27.90         |
| 2"         | \$44.95         | \$44.95          | \$44.95         | \$44.95      | \$44.95         | \$44.95         | \$44.95         | \$44.95         |
| 3"         | \$44.95         | \$44.95          | \$44.95         | \$44.95      | \$44.95         | \$44.95         | \$44.95         | \$44.95         |
| 4"         | \$44.95         | \$44.95          | \$44.95         | \$44.95      | \$44.95         | \$44.95         | \$44.95         | \$44.95         |
| 6"         | \$44.95         | \$44.95          | \$44.95         | \$44.95      | \$44.95         | \$44.95         | \$44.95         | \$44.95         |

*Volumetric Rates—Irrigation/Sprinkler*

| Per 1,000 Gallons    | October 1, 2014 | February 1, 2015 | October 1, 2015 | May 30, 2016 | October 1, 2016 | October 1, 2017 | October 1, 2018 | October 1, 2019 |
|----------------------|-----------------|------------------|-----------------|--------------|-----------------|-----------------|-----------------|-----------------|
| 0—3,000 gallons      | \$3.00          | \$0.00           | \$0.00          | \$0.00       | \$0.00          | \$0.00          | \$0.00          | \$0.00          |
| 3,001—10,000 gallons | \$3.25          | \$3.42           | \$3.67          | \$4.00       | \$4.00          | \$4.00          | \$4.00          | \$4.00          |
| 10,001—25,000        | \$3.50          | \$3.67           | \$3.92          | \$4.25       | \$4.25          | \$4.25          | \$4.25          | \$4.25          |

|                      |        |        |        |        |        |        |        |        |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| gallons              |        |        |        |        |        |        |        |        |
| Above 25,000 gallons | \$3.75 | \$3.92 | \$4.17 | \$4.50 | \$4.50 | \$4.50 | \$4.50 | \$4.50 |

|      |                           |  |  |
|------|---------------------------|--|--|
| (11) | Wastewater utility rates. |  |  |
|------|---------------------------|--|--|

| <i>Wastewater Utility Rates</i>     |                        |                        |                     |                        |                        |                        |                        |
|-------------------------------------|------------------------|------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|
| Monthly Minimum Charge              | <i>October 1, 2014</i> | <i>October 1, 2015</i> | <i>May 30, 2016</i> | <i>October 1, 2016</i> | <i>October 1, 2017</i> | <i>October 1, 2018</i> | <i>October 1, 2019</i> |
| Single-family residential           | \$15.00                | \$15.00                | \$15.00             | \$15.00                | \$15.00                | \$15.00                | \$15.00                |
| Residential (multi-unit*)           | \$15.00                | \$15.00                | \$15.00             | \$15.00                | \$15.00                | \$15.00                | \$15.00                |
| Commercial (single and multi-unit*) | \$15.00                | \$15.00                | \$15.00             | \$15.00                | \$15.00                | \$15.00                | \$15.00                |
| *Multi-unit charged per unit        |                        |                        |                     |                        |                        |                        |                        |

| <i>Volumetric Rates—Single-Family Residential</i> |                        |                        |                     |                        |                        |                        |                        |
|---------------------------------------------------|------------------------|------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|
| <i>Based on WQA**</i>                             | <i>October 1, 2014</i> | <i>October 1, 2015</i> | <i>May 30, 2016</i> | <i>October 1, 2016</i> | <i>October 1, 2017</i> | <i>October 1, 2018</i> | <i>October 1, 2019</i> |
| Per 1,000 gallons                                 | \$2.10                 | \$2.20                 | \$2.13              | \$2.13                 | \$2.13                 | \$2.13                 | \$3.17                 |

\*\*Winter quarter average

| Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial) |                            |                            |                         |                            |                            |                            |                            |
|--------------------------------------------------------------------------------|----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Based on<br>100% Water<br>Consumption                                          | <i>October 1,<br/>2014</i> | <i>October 1,<br/>2015</i> | <i>May 30,<br/>2016</i> | <i>October 1,<br/>2016</i> | <i>October 1,<br/>2017</i> | <i>October 1,<br/>2018</i> | <i>October 1,<br/>2019</i> |
| Per 1,000<br>gallons                                                           | \$2.10                     | \$2.20                     | \$2.13                  | \$2.13                     | \$2.13                     | \$2.13                     | \$3.17                     |
| *Multi-unit charged per unit                                                   |                            |                            |                         |                            |                            |                            |                            |

| Description              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Amount | Code<br>Section |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------|
| <b>Vehicles for Hire</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |                 |
| (1)                      | Wrecker service towing fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        | 90-27           |
|                          | <p>The standard auto wrecker service charge for towing a vehicle to a vehicle storage facility or to the place of business of the auto wrecker, shall not exceed \$85.00; provided, however, if the destination of the tow exceeds 15 miles from the point where the wrecker picked up the tow, the operator shall be permitted to charge an additional fee not to exceed</p> <p>a. \$2.00 for each mile towed in excess of 15 miles. This charge shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. If the police department requires the vehicle to be moved from the location to which it was originally towed to another location within the city, an additional fee, not to exceed \$30.00, may be charged for transferring the vehicle.</p> |        |                 |
|                          | <p>b. The service charge for a heavy-duty wrecker performing police-authorized or nonconsent tows, where the services of a heavy-duty wrecker are required, shall not exceed \$125.00 per hour, with a one-hour minimum. The time shall begin at the time of dispatch and end when the vehicle is</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |                 |

|                          |                                                          |                                                                                                                                                                                                                                                                                                                                    |            |       |
|--------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|
|                          |                                                          | delivered to the vehicle storage facility or designated location.                                                                                                                                                                                                                                                                  |            |       |
|                          | c.                                                       | The service charge for removal and replacement of a tire and wheel assembly required to tow a vehicle shall not \$20.00.                                                                                                                                                                                                           |            |       |
|                          | d.                                                       | The service charge for righting an overturned vehicle on level ground shall not exceed \$50.00.                                                                                                                                                                                                                                    |            |       |
|                          | e.                                                       | The service charge for placement of a vehicle on a dolly or dollies in order to tow the vehicle shall not exceed \$100.00.                                                                                                                                                                                                         |            |       |
|                          | f.                                                       | The service charge for towing a motorcycle shall not exceed \$100.00.                                                                                                                                                                                                                                                              |            |       |
|                          | g.                                                       | The charge for up to two hours work on specialized recoveries of vehicles that are submerged, or in difficult terrain, or in other abnormal locations shall not exceed \$125.00; provided, however, if any such specialized recovery takes more than two hours, the charge shall not exceed \$65.00 per hour.                      |            |       |
|                          | h.                                                       | The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001 et seq. |            |       |
| (2)                      | Wrecker permit fee, annually                             |                                                                                                                                                                                                                                                                                                                                    | \$15.00    | 90-59 |
| Appendix B. Subdivisions |                                                          |                                                                                                                                                                                                                                                                                                                                    |            |       |
| (1)                      | Conceptual plan                                          |                                                                                                                                                                                                                                                                                                                                    | \$200.00   |       |
| (2)                      | Preliminary plat                                         |                                                                                                                                                                                                                                                                                                                                    | \$1,000.00 |       |
| (3)                      | Final plat, Amending Plat, Replat, Short Form Final Plat |                                                                                                                                                                                                                                                                                                                                    | \$500.00   |       |
| (4)                      | Extension of plat approval                               |                                                                                                                                                                                                                                                                                                                                    | \$100.00   |       |
| (5)                      | Vacation of plat                                         |                                                                                                                                                                                                                                                                                                                                    | \$300.00   |       |
| (6)                      | Public infrastructure plan review                        |                                                                                                                                                                                                                                                                                                                                    | \$500.00   |       |

|                                                                                                                                           |                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|
| (7) Commercial site plan                                                                                                                  | \$500.00        |  |
| (8) Development permit                                                                                                                    | \$25.00         |  |
| (9) Per-dwelling unit park dedication fee                                                                                                 | \$600.00        |  |
| <b>Appendix C. Zoning</b>                                                                                                                 |                 |  |
| (1) Specific use permits                                                                                                                  | \$300.00        |  |
| (2) Planned Unit Development                                                                                                              | \$500.00        |  |
| (3) Zone change request                                                                                                                   | \$300.00        |  |
| (4) Tenant occupancy fee                                                                                                                  | \$75.00         |  |
| (5) Zoning board of adjustment applications                                                                                               | \$100.00        |  |
|                                                                                                                                           |                 |  |
| (6) Permit for the conduct of outdoor sales                                                                                               | \$25.00         |  |
| (7) Special events                                                                                                                        | \$50.00         |  |
| <b>Credit Card Payment Processing Convenience Fees</b>                                                                                    |                 |  |
| Utility service and utility administrative fees paid by debit or credit card (online or in person)                                        | 2.5% of fees(s) |  |
| Municipal court fines and fees paid by debit or credit card (online or in person)                                                         | 2.5% of fee(s)  |  |
| City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person) | 2.5% of fee(s)  |  |
| Parks and recreation services fees by debit or credit card (online or in person)                                                          | 2.5% of fee(s)  |  |
| Building permits related fees paid by debit or credit card (online or in person)                                                          | 2.5% of fee(s)  |  |



(Ord. No. 88-21, § 1, 3-20-1989; Res. No. R95-14, § 1, 4-17-1995; Res. No. R95-26, § 1, 9-25-1995; Res. No. R95-27, § 1, 9-25-1995; Res. No. R95-31, § 1, 10-2-1995; Ord. No. 97-20, §§ 1—5, 11-17-1997; Res. No. R98-2, §§ 1—5, 1-19-1998; Res. No. R98-26, §§ 1—3, 8-17-1998; Res. No. R99-22, 7-26-1999; Res. No. R99-26, § 2, 9-13-1999; Ord. No. 99-32, § 6, 10-18-1999; Ord. No. 2000-06, §§ 1—3, 3-20-2000; Res. No. R2000-47, § 1, 10-2-2000; Ord. No. 2002-13, 7-1-2002; Res. No. R2002-35, § 1, 7-1-2002; Ord. No. 2002-28, § 1, 12-16-2002; Ord. No. 2003-01, § 1, 1-20-2003; Ord. No. 2003-05, § 1, 4-21-2003; Ord. No. 2005-03, § 44, 1-3-2005; Ord. No. 2004-19, § 1, 2-7-2005; Ord. No. 2006-06, § 3, 3-20-2006; Res. No. R2009-51, § 1, 9-28-2009; Res. No. R2009-52, § 1, 9-28-2009; Res. No. R2010-39, § 2, 3, exh. A, 10-4-2010; Res. No. R2011-26, § 2, 9-12-2011; Res. No. R2011-27, § 1, 9-12-2011; Res. No. R2011-33, § 1, 10-17-2011; Ord. No. 2011-38, § 2, 1-9-2012; Ord. No. 2012-05, §§ 3, 4, 3-5-2012; Ord. No. 2012-25, § 1, 11-5-2012; Ord. No. 2013-43, §§ 5—7, 12-2-2013; Ord. No. 2014-17, § 1(exh. A), 8-4-2014; Ord. No. 2016-12, § 1(exh. A), 3-7-2016; Ord. No. 2018-01, § 1(exh. A), 3-5-2018)

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-35: (Title: First reading of an ordinance rezoning 1,425 square feet described as Suite 108 within a tract of land consisting of 4.2507 acres, located at 2407 W. Parkwood Ave. Suite 108, also known as Reserve A in the Final Plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, (as more fully described herein), from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use #8131, "Religious Organizations, limited to the specific area denoted herein")** An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, Section 3, "Provision for Official Zoning Map", rezoning Suite 108, being 1,425 square feet, denoted in Exhibit "B-5" generally located within 2407 W. Parkwood Ave., a tract of land of approximately 4.2507 acres, also known as Reserve A in the final plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, more fully described herein from the current designation of Community Shopping Center ("CSC") to Community Shopping Center/Specific Use Permit ("CSC/SUP"), permitting NAICS Use #8131 "Religious Organizations"; providing for the amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Originating Department: Community Development

Degree of importance: Elective

### SUMMARY / ORIGINATING CAUSE

The applicant, Quba Institute, is requesting to lease space in an existing shopping center to operate a community prayer center. The property is zoned Community Shopping Center (CSC) and requires a Specific Use Permit to occupy the space. The SUP will be limited to the 1,425 square-foot lease space. If approved, and at any time in the future they would like to expand the use, the owner and applicant will be required to make application to amend the SUP.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Conditions for approval. A specific use permit shall be issued only if all of the following conditions have been found:

- a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
- b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
- c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

- d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
- e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
- f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
- g. That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property; and
- h. That the proposed use is in accordance with the comprehensive plan.

### **RECOMMENDATIONS**

The Planning and Zoning Commission voted on August 8, 2019, following the public hearing 6 to 0 (Commissioner Clark was absent) in to approve the requested zone change.

### **ATTACHMENTS**

1. Ord 2019-35 Rezoning 2407 W. Parkwood Ave Ste 108 CSC to CSC SUP
2. Ord 2019-35 Exhibit A
3. Ord 2019-35 Exhibit B

(Title: An ordinance rezoning 1,425 square feet described as Suite 108 within a tract of land consisting of 4.2507 acres, located at 2407 W. Parkwood Ave. Suite 108, also known as Reserve A in the Final Plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, (as more fully described herein), from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS use #8131, “Religious Organizations, limited to the specific area denoted herein.” )

**ORDINANCE NO. T2019-35**

**AN ORDINANCE AMENDING APPENDIX “C” “ZONING”, OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, SECTION 3, “PROVISION FOR OFFICIAL ZONING MAP”, REZONING SUITE 108, BEING 1,425 SQUARE FEET, DENOTED IN EXHIBIT “B-5” GENERALLY LOCATED WITHIN 2407 W. PARKWOOD AVE, A TRACT OF LAND OF APPROXIMATELY 4.2507 ACRES, ALSO KNOWN AS RESERVE A IN THE FINAL PLAT OF SUN MEADOW PROFESSIONAL, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, MORE FULLY DESCRIBED HEREIN FROM THE CURRENT DESIGNATION OF COMMUNITY SHOPPING CENTER (“CSC”) TO COMMUNITY SHOPPING CENTER/SPECIFIC USE PERMIT (“CSC/SUP”), PERMITTING NAICS USE #8131 “RELIGIOUS ORGANIZATIONS”; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, Raton Plaza Shopping Center Investors, Ltd. (the “Owner”), owner of real property, generally located at 2407 W. Parkwood Avenue within the City, same consisting of 4.2507 acres also known as Reserve A in the Final Plat of Sun Meadow Professional Subdivision, Friendswood, Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas, (the “Property”), as more fully shown in the deed, legal description, location map, zoning map, and aerial maps in the attached Exhibit “A”, has filed an application to rezone the property currently zoned Community Shopping

Center (“CSC”) to Community Shopping Center/Specific Use Permit (“CSC/SUP”) to permit NAICS Use # 8131, “Religious Organizations” for the Property, limited to the area denoted in Exhibit “B-5”; and

**WHEREAS**, the Planning and Zoning Commission and the City Council conducted public hearings to consider such application; and

**WHEREAS**, the hearing was duly called as provided by the laws of the State of Texas and Appendix C of the Code of Ordinances of the City, and that in such hearing all persons attending were allowed to be heard on the question of whether or not to rezone the Property from Community Shopping Center (“CSC”) to Community Shopping Center/Special Use Permit (“CSC/SUP”) for the Property, to allow for NAICS Use # 8131, “Religious Organizations” as requested in the application and as further depicted in the site plan and related documents in Exhibit “B”, attached hereto and incorporated by reference, to determine whether such rezoning would affect the health, safety, convenience, or general welfare of the citizens of Friendswood, and whether or not such change in zoning would violate the rights of any interested person; and

**WHEREAS**, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application for rezoning of the subject Property; and

**WHEREAS**, as a result of the said public hearing, the City Council hereby finds and determines that the proposed change in zoning classification and the rezoning of the Property would not be detrimental to the community, and is in conformance with the zoning ordinance; 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 Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, permitting rezoning from Community Shopping Center (“CSC”) to Community Shopping Center/Special Use Permit (“CSC/SUP”), for NAICS Use # 8131, “Religious Organizations,” limited to Suite 108 being 1,425 square feet, as depicted on Exhibit “B-5” “Lease Space Quba Islamic Institute” for the Property at 2407 W. Parkwood Avenue within the City, consisting of approximately 4.2507 acres also known as Reserve A in the Final Plat of Sun Meadow Professional Subdivision, Friendswood, Galveston County, Texas, (the “Property”), as more specifically described in Exhibit “A” (incorporated by reference), for the operation of a religious organization pursuant to the site plans, (including the elevations and related documents), attached hereto as Exhibit “B,” incorporated by reference for all purposes.

**Section 3.** The Official Zoning Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

**Section 4.** This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described above.

**Section 5.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 6.** Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

**PASSED AND APPROVED on first reading this 9th day of September, 2019.**

**PASSED, APPROVED, and ADOPTED on second and final reading this 7th day of October, 2019.**

---

Mike Foreman  
Mayor

ATTEST:

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Melinda Welsh, TRMC  
City Secretary

## **EXHIBIT “A”**

1. Deed
2. Sun Meadow Professional Subdivision Plat
3. Zoning Map
4. Location Map
5. Aerial Map



## **EXHIBIT “B”**

1. Application
2. Raton Plaza Existing Site Plan
3. Raton Plaza Existing Building Elevations
4. Raton Plaza Existing Landscape Plan
5. Lease Space Location – Suite 108
6. Floor Plan – square footage to be used by Quba Islamic Institute



PAID

Return to  
CHARTER TITLE COMPANY  
717 Texas, Suite 1700  
Houston, TX 77002  
GR# 1033001784  
Closer: 1056

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

THAT SUNMEADOW, LP, a Texas limited partnership (the "**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, paid by RATON PLAZA SHOPPING CENTER INVESTORS, LTD., a Texas limited partnership (the "**Grantee**"), whose address is c/o Richland Financial Services of Texas, Inc., 1110 North Post Oak Road, Suite 170, Houston, Texas 77055, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of a certain sum of money paid to Grantor by Vista Bank Texas, a state banking corporation ("**Lender**"), and at the instance and request of Grantee, the receipt of which is hereby acknowledged and confessed, as evidence of which Grantee has executed and delivered one certain promissory note ("**Note**") of even date herewith in the original principal amount of \$4,240,000 00 payable to the order of Lender, the payment of the Note secured by that certain Deed of Trust to Robert R. Franklin, Jr., Trustee, of even date herewith covering the Property (as defined below), and by the vendor's lien herein retained, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all of those certain tracts of land (the "**Land**") situated in Galveston County, Texas, and described on **Exhibit A** which is attached hereto and incorporated herein by reference for all purposes, together with any and all buildings and other improvements, now or hereafter located on said Land and together with all and singular all rights and appurtenances pertaining to such Land, including any right, title and interest of Grantor in and to adjacent roads, streets, alleys, easements or rights-of-way, and any adjacent strips or gores of real estate (the Land, together with all such improvements being referred to herein as the "**Property**")

This conveyance is made subject only to those items set forth on **Exhibit B** attached hereto

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise

But it is expressly agreed and stipulated that a vendor's lien, as well as the superior title in and to the Property, is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Special Warranty Deed shall become absolute

In consideration of the payment of the above mentioned sum to Grantor by Lender, Grantor does hereby transfer, set over, assign and convey unto Lender and its successors and assigns, the vendor's lien and superior title herein retained and reserved

against the Property, in the same manner and to the same extent as if the Note had been executed in Grantor's favor and assigned by Grantor to Lender without recourse.

Ad valorem taxes and assessments for the Property for the year 2007 have been prorated by the parties hereto as of the effective date of this Deed, and the Grantee, by accepting delivery of this Deed, assumes all liability for ad valorem taxes for the year 2007 and subsequent years.

END OF PAGE

EXECUTION PAGE FOLLOWS

505377 000061 HOUSTON 520262 I

EXECUTED this 16 day of April, 2007.

**GRANTOR**

SUNMEADOW, LP,  
a Texas limited partnership

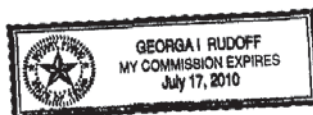
By Option 1 Realty Management Group, LLC,  
a Texas limited liability company,  
its General Partner

By: [Signature]  
Name: Robert Hamilton  
Its: G.P.

STATE OF Texas §  
§  
COUNTY OF Harris §

This instrument was acknowledged before me on April 16, 2007,  
by Robert Hamilton, as GP of  
Option 1 Realty Management Group, LLC, a Texas limited liability company, on behalf  
of such limited liability company as General Partner of SUNMEADOW, LP, a Texas  
limited partnership, on behalf of such limited partnership.

Georgia I Rudoff  
Notary Public,  
State of Texas



## COUNTY OF GALVESTON

**METES AND BOUNDS DESCRIPTION**

F. M. 528 & SUN MEADOW DRIVE  
FRIENDSWOOD, TEXAS

All that certain 4.2507 acres of land being Reserve "A," of the Final Plat of Sun Meadow Professional, a subdivision in Galveston County, Texas, out of the Mary Sloan Survey, Abstract No. 184, as recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas, said Reserve "A" being herein described as Tracts A-1 and A-2 (two separate tracts of land) out of and part of said Reserve "A," furthermore, said Tracts A-1 and A-2 being more particularly described by metes and bounds as follows.

Basis for Bearings Southeast boundary line – South 29° 03' 23" West

**TRACT A-1.**

2.251 acres herein referred to as Tract A-1, out of and part of Reserve "A," of said Final Plat of Sun Meadow Professional

**BEGINNING** at a 5/8 inch iron rod found for the West corner of the herein described 2.251 acres of land, said point also being the West corner of said Reserve "A" and being the intersection of the Northeast line of Sun Meadow Drive (80' R.O.W.) and the Southeast line of F. M. 528 (R.O.W. varies),

**THENCE** with the Southeast line of F. M. 528 and along a curve to the right having a radius of 2773.28 feet, a central angle of 07° 15' 52", an arc length of 351.62 feet and a chord bearing and distance of North 31° 38' 17" East – 351.38 feet, to a 1/2-inch iron rod found for the North corner of the herein described Tract A-1,

**THENCE** South 48° 48' 52" East, departing the Southeast line of said F. M. 528, a distance of 294.34 feet to a 1/2-inch iron rod found for the East corner of the herein described Tract A-1, said point also lying in the Southeast line of said Reserve "A," same being the Northwest line of Boca Raton, Section 1, as recorded in Volume 18, Page 352 of the Map Records of Galveston County, Texas,

**THENCE** South 29° 03' 23" West, along the Southeast line of said Reserve "A," same being the Northwest line of said Boca Raton, Section 1, a distance of 161.52 feet to a 1/2 inch iron rod found for a angle point in the Southeast boundary of the herein described Tract A-1,

**THENCE** South 09° 26' 37" West, continuing along the Southeast line of said Reserve "A," same being the Northwest line of said Boca Raton, Section 1, a distance of 123.81 feet to a 5/8 inch iron rod found for the South corner of the herein described Tract A-1, said point also being South corner of said Reserve "A" and a Westerly corner of said Boca Raton, Section 1; furthermore, said point also lying in the North line of Sun Meadow Drive (80 R.O.W.),

**THENCE** along the North line of Sun Meadow Drive, same being the Southwest line of Reserve "A," along a curve to the right having a radius of 500.00 feet, a central angle of 08° 46' 42", an arc length of 76.61 feet and a chord bearing and distance of North 66° 11' 29" West – 76.53 feet, to a 5/8 inch iron rod with cap found for a **POINT OF TANGENCY**, in the South boundary line of the herein described Tract A-1,

**THENCE** North 61° 48' 08" West, continuing along the North line of Sun Meadow Drive, same being the Southwest line of Reserve "A," a distance of 268.98 feet to the **POINT OF BEGINNING**, of the herein described 2.251 acres of land herein called TRACT A-1

**TRACT A-2:**

2 000 acres herein referred to as Tract A-2, out of and part of Reserve "A," of said Final Plat of Sun Meadow Professional

COMMENCING at a 5/8 inch iron rod found for the West corner of said Reserve "A" and being the intersection of the Northeast line of Sun Meadow Drive (80' R O W ) and the Southeast line of F M 528 (R.O W varies),

THENCE with the Southeast line of F M 528 and along a curve to the right having a radius of 2773.28 feet, a central angle of  $07^{\circ} 15' 52''$ , an arc length of 351.62 feet and a chord bearing and distance of North  $31^{\circ} 38' 17''$  East - 351.38 feet, to a 1/2-inch iron rod with cap found for the **POINT OF BEGINNING**, of the herein described Tract A-2, same being the North corner of Tract A-1 as previously described,

THENCE continuing along the Southeast line of F M 528 and along a curve to the right having a radius of 2773.28 feet, a central angle of  $05^{\circ} 51' 10''$ , an arc length of 283.29 feet and a chord bearing and distance of North  $38^{\circ} 11' 49''$  East - 283.17 feet to Brass Disk found for a **POINT OF TANGENCY**, in the Northwest boundary of the herein described Tract A-2,

THENCE continuing along the Southeast line of F. M 528, North  $41^{\circ} 07' 23''$  East, a distance of 39.77 feet to a 1/4 inch iron rod with cap found for the North corner of the herein described Tract A-2; said point also being the West corner of Lot 1, Final Plat of Sun Meadow Professional, as recorded in Volume 18, Page 780 of the Galveston County Map Records,

THENCE South  $48^{\circ} 48' 52''$  East, departing the Southeast line of said F M 528 and along the common line of Lot 1 and Reserve "A," of said Sun Meadow Professional, a distance of 239.83 feet to a Brass Disk found for the East corner of the herein described Tract A-2, said point also lying in the Northwest line of Boca Raton, Section 1 as recorded in Volume 18, Page 352 of the Map Records of Galveston County, Texas,

THENCE South  $29^{\circ} 03' 23''$  West, along the common line of said Final Plat of Sun Meadow Professional and Boca Raton, Section 1, a distance of 329.92 feet to a 1/2-inch iron rod with cap found for the South corner of the herein described Tract A-2, said point being the East corner of Tract A-1 as previously described,

THENCE North  $48^{\circ} 48' 52''$  West, departing the Southeast line of said Final Plat of Sun Meadow Professional and Boca Raton, Section 1, a distance of 294.34 feet to the **POINT OF BEGINNING**, containing 2 000 acres of land herein described as Tract A-2

**PLAT ATTACHED**

 4-16-07  
Lucien C. Schaffer, Jr. R.P.L.S No 4803  
Job # 03122213

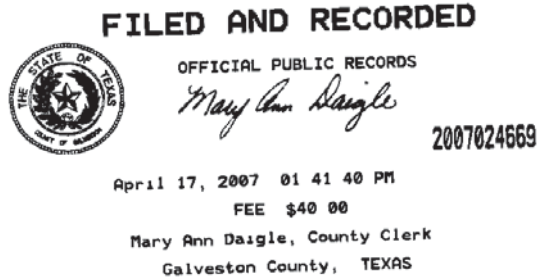




## EXHIBIT B

- 1 Restrictive Covenants recorded under Volume 18, Page 780 of the Map Records of Galveston County, Texas, and under Clerk's File No 9439156 of the Official Public Records of Galveston County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin
- 2 An easement 10 feet wide along the northwesterly property line for the use of public utilities as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas.
3. An easement 16 feet wide traversing the southeast portion, as shown by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas.
- 4 A drainage easement of varying width along the southeasterly property line as shown by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas
- 5 An easement for drainage purposes extending a distance of 15 feet on each side of the centerline of all natural drainage courses, as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas
- 6 Building Set Back Line 30 feet in width along the northwesterly property line as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas
7. Building Set Back Line 25 feet in width along the southwesterly property line as reflected by the plat recorded in Volume 18, Page 780 of the Map Records of Galveston County, Texas.
8. One half (1/2) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 653, Page 175, Volume 729, Page 642, Volume 891, Page 505, Volume 627, Page 430 and Volume 519, Page 174 of the Deed Records of Galveston County, Texas
- 9 One fourth (1/4) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 497, Page 212 of the Deed Records of Galveston County, Texas. Surface rights are not waived therein.
10. Three fourths (3/4) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 627, Page 432, of the Deed Records of Galveston County, Texas Surface rights are not waived therein.

- 11 All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured here under, as same are set forth in instrument recorded in Volume 1801, Page 959 of the Deed Records of Galveston County, Texas. Surface rights are not waived therein
12. One sixteenth (1/16) of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 1517, Page 121 of the Deed Records of Galveston County, Texas. Surface rights are not waived therein.
13. The following matters as shown on the survey by Lucien C. Schaffer, Jr., RPLS No 4803:
- 1) Stucco wall encroaching into the property line;
  - 2) Protrusion by concrete along the northwest property line; and



**RECORDER'S MEMORANDUM**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.



STATE OF TEXAS }  
COUNTY OF GALVESTON }

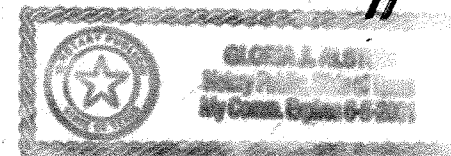
I, MAURICE ESTLINBAUM, Trustee for TWO PAIR JOINT VENTURE, Owner of the property subdivided in the adjoining and foregoing map of SUN MEADOW PROFESSIONAL do hereby make subdivision of said property according to the lines, streets, lots, alleys, building lines, and easements thereon shown and designate said subdivision as SUN MEADOW PROFESSIONAL, located in the City of Friendswood, Galveston County, Texas and being a part of a 12.9872 Acre Tract as described in Film Code #006-97-1991 in the Office of the County Clerk of Galveston County, Texas, situated in the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and the G.W. Patterson Survey, Abstract 645, Galveston County, Texas, and dedicated to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as of itself, and assigns to warrant and forever defend the title to the land so dedicated.

Further, Owner does hereby dedicate to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all bays, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Friendswood, Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

Further, Owner does hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

WITNESS My Hand in FRIENDSWOOD TEXAS this 29<sup>th</sup> day of June, 1998.

By: Maurice Estlinbaum  
MAURICE ESTLINBAUM, Trustee  
TWO PAIR JOINT VENTURE



STATE OF TEXAS }

BEFORE ME, the undersigned authority, on this day personally appeared MAURICE ESTLINBAUM, Trustee known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth and in the capacity therein stated.

GIVEN UNDER MY HAND and Seal of Office, this 29<sup>th</sup> day of June, 1998.

Notary Public in and for 6-5-2001

My commission expires



This is to certify that the City Planning Commission of the City of Friendswood, Texas, has approved this plat and subdivision of SUN MEADOW PROFESSIONAL as shown hereon.

In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the City Planning Commission of the City of Friendswood, Texas this 10<sup>th</sup> day of July, 1998.

Ruth Henry  
RUTH HENRY - DEVELOPMENT COORDINATOR

W.R. Fingers  
WILLIAM R. FINGERS - CHAIRMAN

I, MICKEL G. HODGE, City Engineer of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas, and further it complies or will comply with all of the ordinances as adopted by the City Council.

Mickel G. Hodge  
MICKEL G. HODGE, P.E., CITY ENGINEER

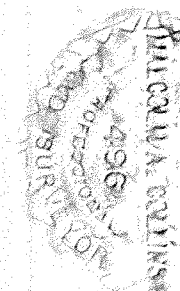
APPROVED BY THE CITY OF FRIENDSWOOD

Melvin L. Weinecke 7/8/98  
MELVIN L. WEINECKE  
DIRECTOR OF PUBLIC WORKS

I, MALCOLM A. COLLINS, Registered Professional Land Surveyor, do hereby certify that this plat correctly represents a survey made on the ground under my supervision, in accordance with the information provided me and correctly represents the facts as found at the time of survey and is true and correct, and that all lot & block corners, angle points, and points of curvature will be properly marked with 5/8 inch iron rods.

WITNESS MY HAND AND SEAL THIS THE 6<sup>th</sup> day of MAY, 1998.

Malcolm A. Collins  
MALCOLM A. COLLINS, Registered  
Professional Land Surveyor # 496.

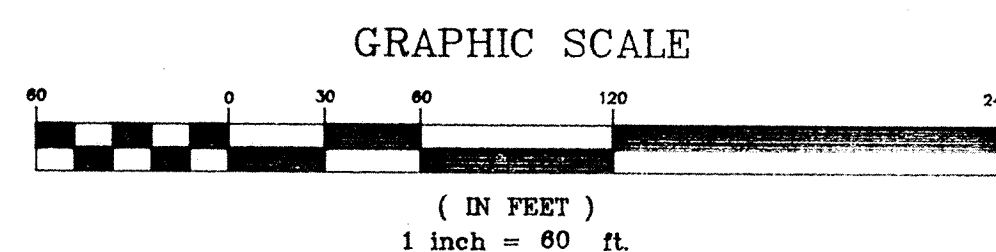


## NOTES:

- There are no pipelines or pipeline easements on this property or within 100' of same other than those shown hereon.
- Permanent structures, including fences, shall not be erected in a drainage easement which will inhibit free flow of water in the ditch or access to the easement by drainage crews or equipment.
- Drainage easements may be used by any government body for purposes of drainage work.
- No part of the subject property lies within an area designated as having a Special Flood Hazard as shown on Community Panel No. 48201C0365G (Sept. 28, 1990) of the National Flood Insurance Program, and Panel 485468 0005 D (June 3, 1988).
- Sidewalks shall be placed within the R.O.W. by the Builder. They shall be 4' wide and 4" thick concrete with 6"x 6"x # 6 welded wire fabric in accordance with City of Friendswood Ordinances and Specifications.
- Detention pond to be maintained by property Owners.
- Access to adjacent property and common driveways may be required.
- No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the Clear Creek Drainage District.

BENCHMARK:  
BENCHMARK USED WAS "LL" IN MUELLER ON FIRE HYDRANT LOCATED AT NORTHEAST CORNER OF THE INTERSECTION OF MISSION CIRCLE & PALO DURO. ELEV. = 34.73 (1978 CITY OF FRIENDSWOOD DATUM)

PROJECT BENCHMARK:  
BENCHMARK IS A RAILROAD SPIKE SET IN EAST SIDE OF POWER POLE LOCATED AT THE MOST EASTERLY CORNER OF THE INTERSECTION OF F.M. 528 & SUN MEADOW DRIVE, ELEV. = 36.85 (1978 ADJUSTMENT).



SUNMEADOW SUBDIVISION

GOLF COURSE

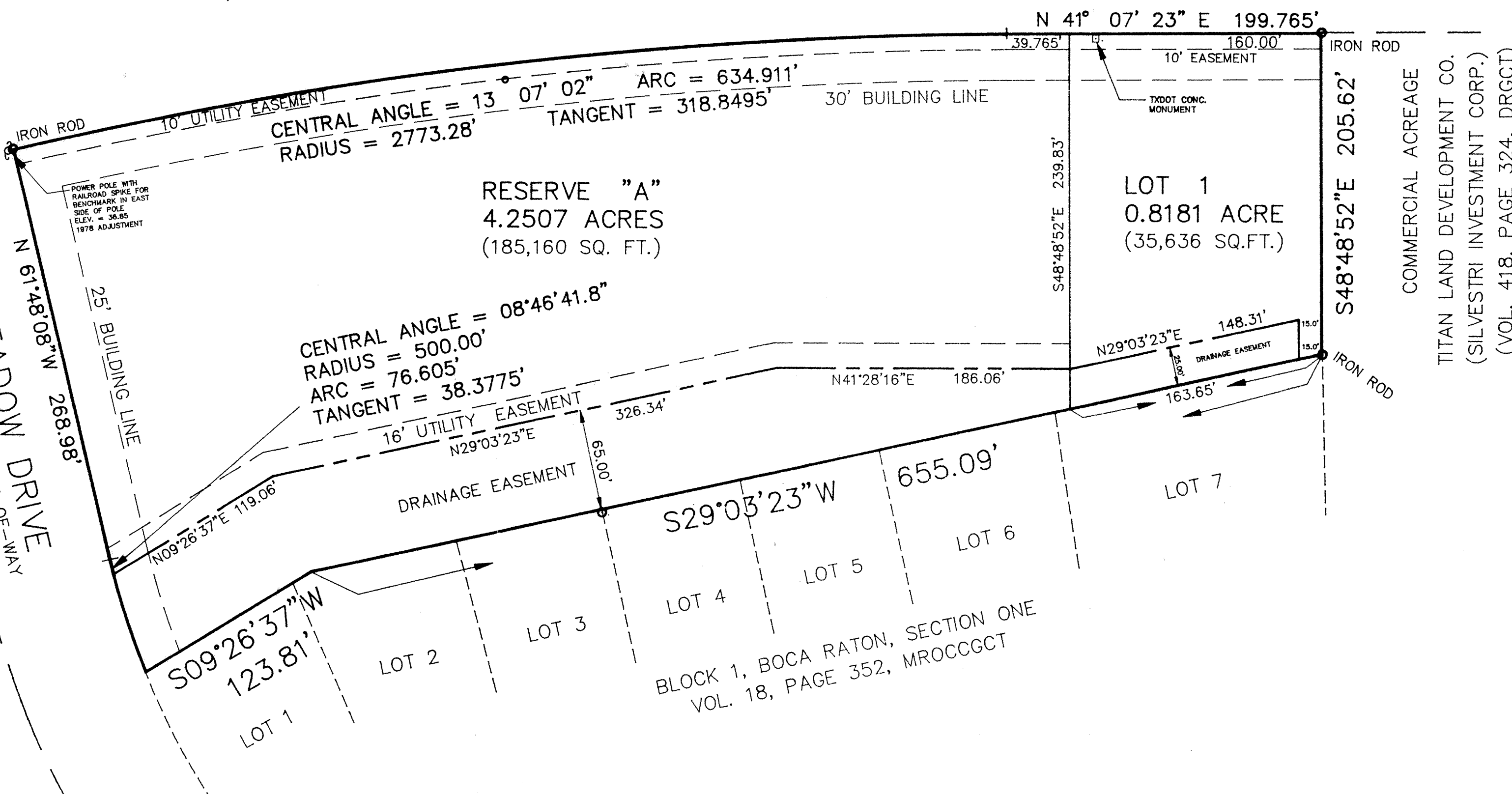
5 2 8

(RIGHT-OF-WAY VARIES)

F. M.

COMMERCIAL ACREAGE  
GREENBRIAR CORPORATION  
(VOL. 427, P. 259, DRGCT)

SUN MEADOW DRIVE  
80' RIGHT-OF-WAY



COMMERCIAL ACREAGE  
TITAN LAND DEVELOPMENT CO.  
(SILVESTRI INVESTMENT CORP.)  
(VOL. 418, PAGE 324, DRGCT)

FINAL PLAT

OF

SUN MEADOW PROFESSIONAL

CLEAR CREEK DRAINAGE DISTRICT APPROVAL:

Carl J. Horecky 6-30-98  
SUPERVISOR DATE

Dr. Baucak 6-30-98  
SUPERVISOR DATE

BEING 5.0688 ACRES OUT OF THE MARY SLOAN SURVEY, ABSTRACT 184, AND THE G.W. PATTERSON SURVEY, ABSTRACT 645, FRIENDSWOOD, GALVESTON COUNTY, TEXAS.

1 LOT, 1 BLOCK & 1 RESERVE

OWNER:  
MAURICE ESTLINBAUM, TRUSTEE  
TWO PAIR JOINT VENTURE  
405 N. CLEAR CREEK DR.  
FRIENDSWOOD, TEXAS 77546

REV.: 06/22/98  
REV.: 06/04/98  
REV.: 05/15/98

|                    |                      |
|--------------------|----------------------|
| DRAWN BY: J.M.     | DATE: 05/01/98       |
| CHECKED BY: M.A.C. | DRAWING NO.: IH-008P |
| JOB NO.: IH-008    | SHEET 1 OF 1         |

COENCO, INC.  
CONSULTING ENGINEERS  
P.O. BOX 1327 (1614 N. GORDON)  
ALVIN, TEXAS 77512-1327  
(281) 331-4407

FIELD NOTE DESCRIPTION OF 5.0688 ACRES OF LAND, Being a part of a 12.9872

Acre Tract as described in Film Code Number 006-97-1991 in the Office of the County Clerk of Galveston County, Texas, and a part of a 8.4349 acre tract described in Film Code Number 006-97-1979 in the Office of the County Clerk of Galveston County, Texas, situated in the Mary Sloan Survey, Abstract 184, Galveston County, Texas, and the G.W. Patterson Survey, Abstract 645, Galveston County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the most southwesterly corner of Lot 1, Block 1, BOCA RATON, Section One, according to the Map Recorded in Volume 18, Page 352, Map Records, Office of the County Clerk, Galveston County, Texas, for the most southeasterly corner of this 5.0688 acre tract herein described, and being the PLACE OF BEGINNING;

THENCE in a westerly-northwesterly direction, along a Curve to the right, whose radius is 500.00 feet, Central Angle is 8° 46' 41.8", and Chord bears N. 68° 11' 30" W. a distance of 76.53 feet, and Arc Length is 76.6049 feet, along and with the north-northeasterly right-of-way of Sunmeadow Drive to the P.T. of said Curve;

THENCE continuing along said right-of-way line of Sunmeadow Drive N. 61° 48' 08" W. a distance of 268.98 feet to an iron rod for the most westerly corner of this Tract being described, and being in the right-of-way line of F.M. 528;

THENCE along said right-of-way and along a Curve to the right in a northeasterly direction, whose Central Angle is 13° 07' 02", Radius is 2773.28 feet, Chord bears N. 34° 33' 52" E a distance of 633.5255 feet and Arc Length is 634.9112 feet to the P.T. of said Curve;

THENCE N. 41° 07' 23" E. continuing along said right-of-way a distance of 199.765 feet to an iron rod for the most northerly corner of this Tract being described;

THENCE S. 48° 48' 52" E. a distance of 205.62 feet to an iron rod for the most easterly corner of this Tract being described, and being the most northerly corner of Lot 7, Block 1, BOCA RATON, Section One;

THENCE S. 29° 03' 23" W. along the rear of the Lots in BOCA RATON, Section One, Block 1, a distance of 655.09 feet to an angle point in said line;

THENCE S. 09° 26' 37" W. a distance of 123.81 feet to the PLACE OF BEGINNING, and containing 5.0688 Acres of Land.

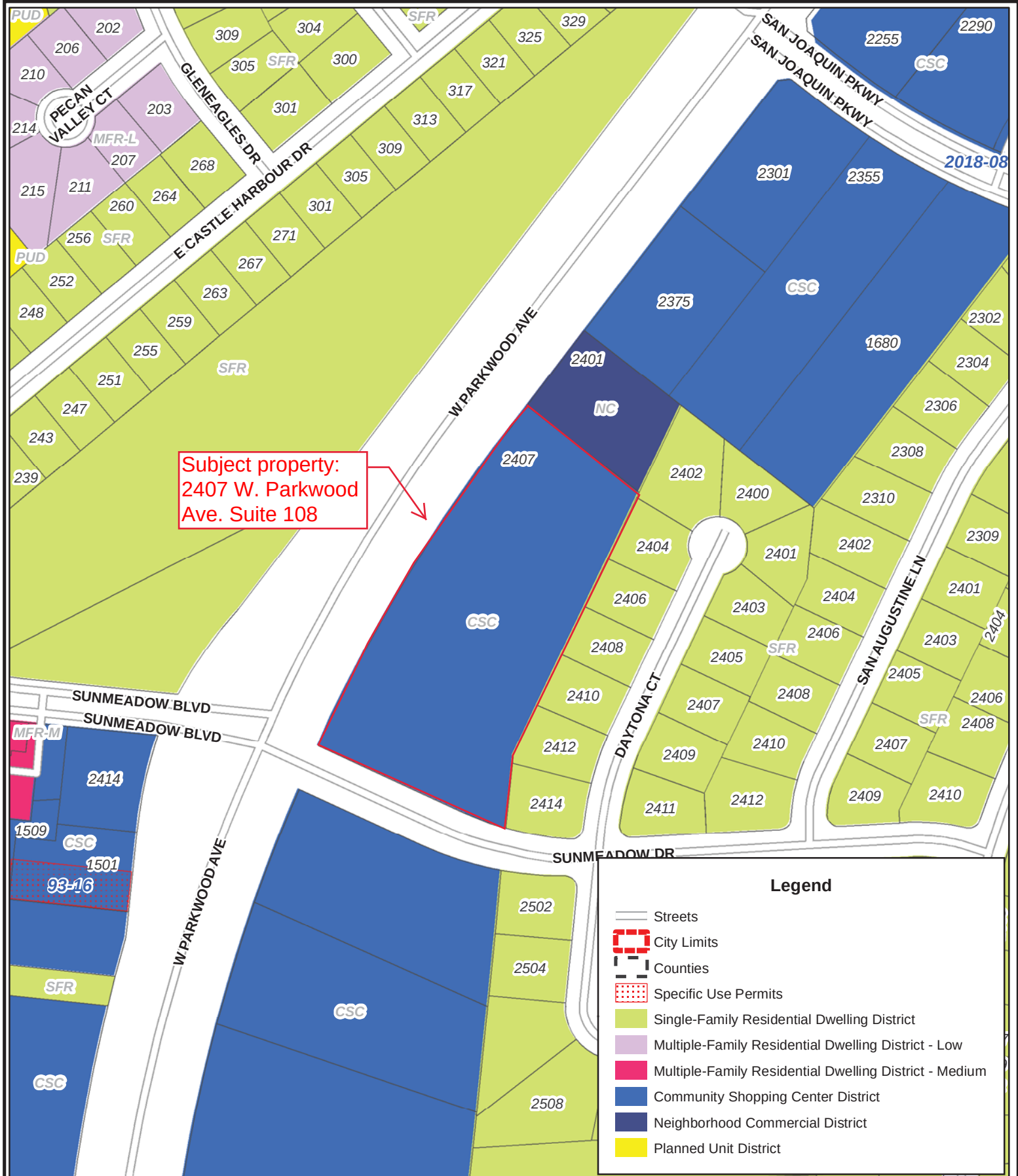
I, PATRICIA RITCHIE, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY  
CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE  
ON \_\_\_\_\_ 1998, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., AND DULY  
RECORDED ON \_\_\_\_\_ 1998 AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., IN PLAT  
RECORD \_\_\_\_\_ MAP NUMBER \_\_\_\_\_, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY AND  
DATE LAST ABOVE WRITTEN.

PATRICIA RITCHIE, COUNTY CLERK  
GALVESTON COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

PATRICIA RITCHIE, COUNTY CLERK  
GALVESTON COUNTY, TEXAS



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



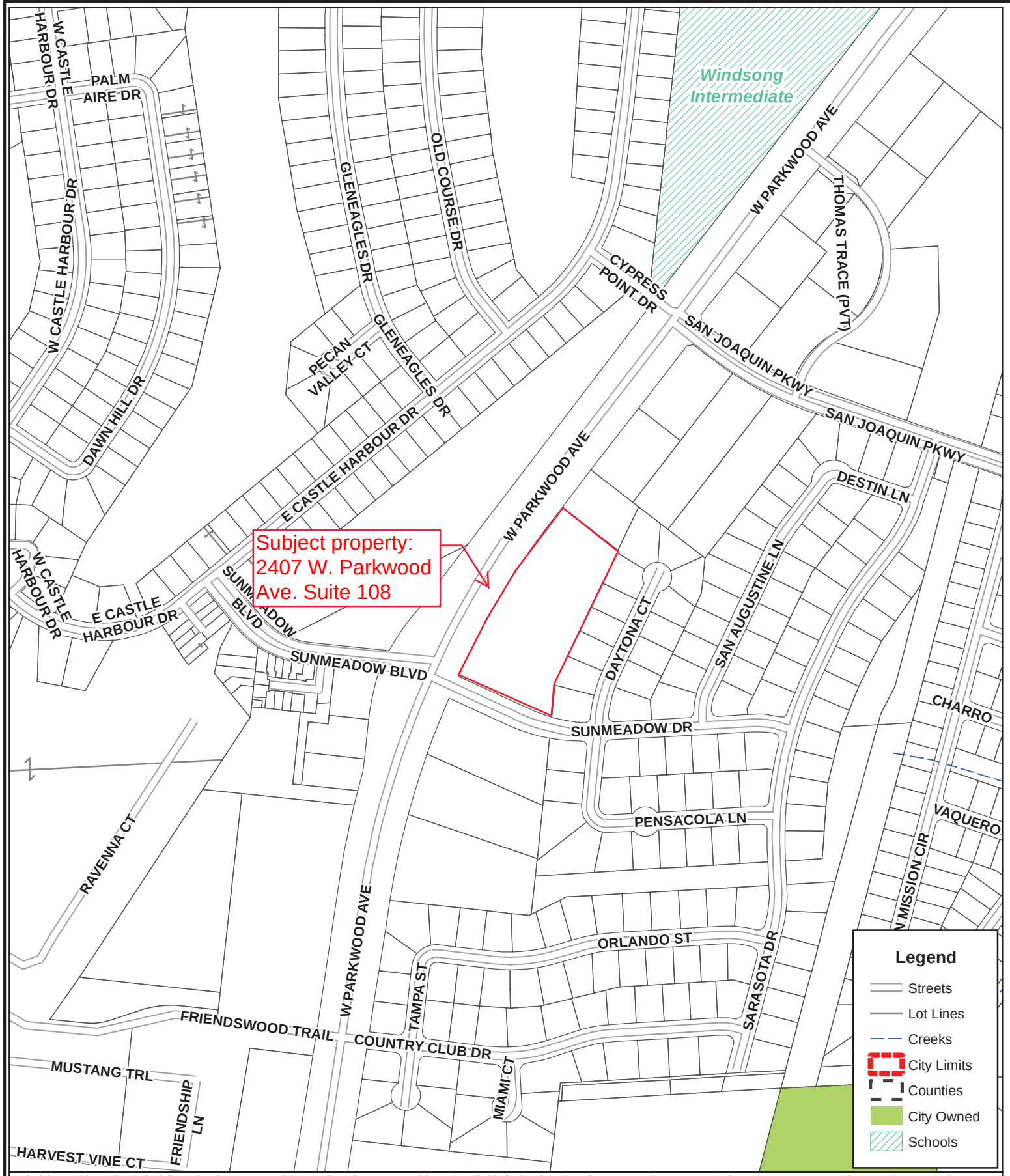
**City of Friendswood**  
910 South Friendswood Drive  
Friendswood, Texas 77546  
(281) 996-3200  
[www.ci.friendswood.tx.us](http://www.ci.friendswood.tx.us)

**Friendswood GIS Mapping**



1" = 212'  
Page 301 of 382





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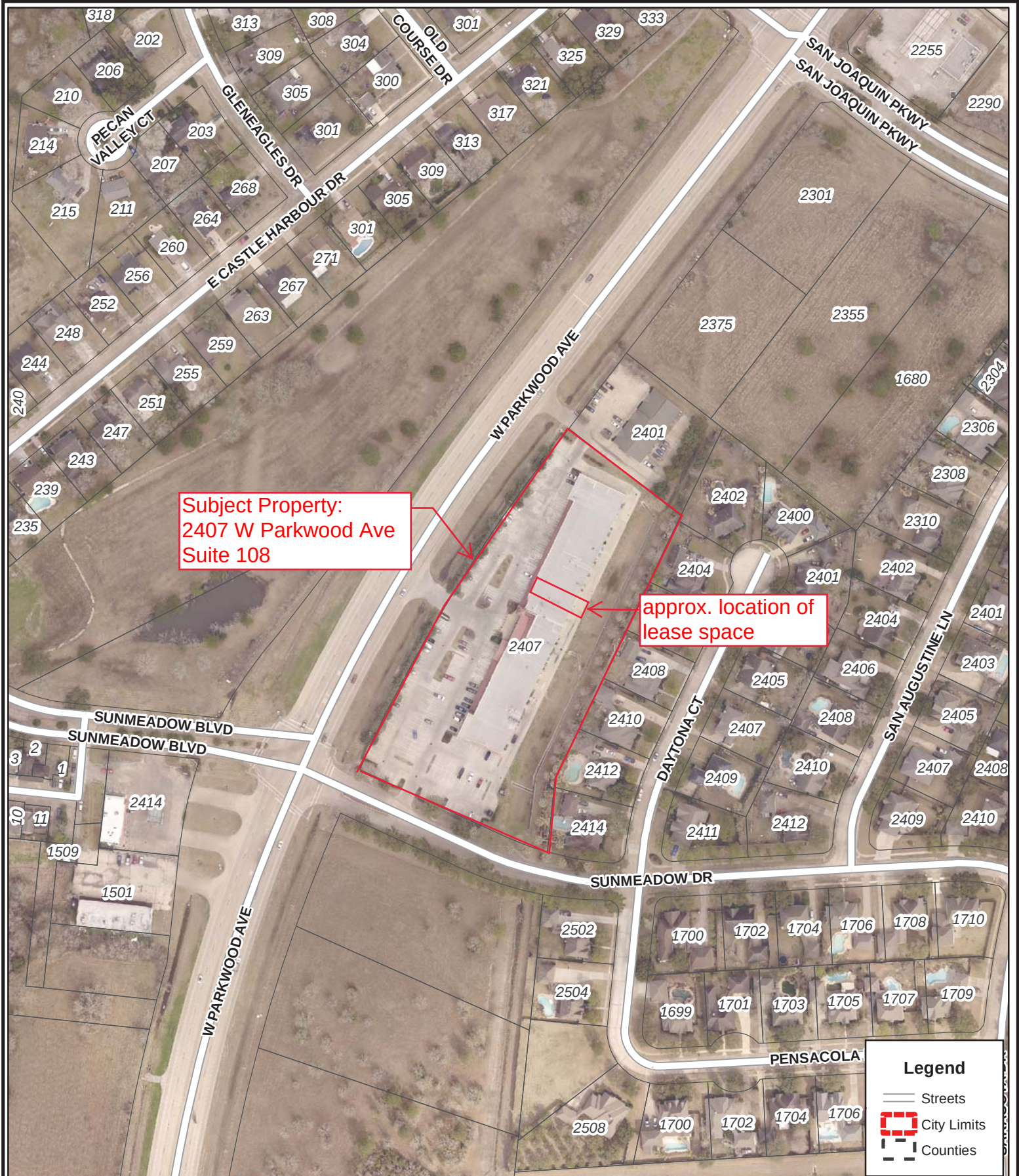
**City of Friendswood**  
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(281) 996-3200  
[www.ci.friendswood.tx.us](http://www.ci.friendswood.tx.us)

# Friendswood GIS Mapping



1" = 424'  
Page 302 of 382





Subject Property:  
2407 W Parkwood Ave  
Suite 108

approx. location of  
lease space

**Legend**

- Streets
- City Limits
- Counties

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



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# Friendswood GIS Mapping





# City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

## Zone Change Application

CURRENT ZONE OF PROPERTY: CSC

### TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: \_\_\_\_\_

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 8131-Religious Organizations

### PROPERTY IDENTIFICATION:

Address: 2407 W Parkwood Ave, Friendswood TX 77546

Platted Land – Plat Name: ABST 184M Sloan Sur Res A (-0-1) Sunmeadow Professional Sub Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Raton Plaza Shop Cntr Investors Ltd. Phone: \_\_\_\_\_

Owner's Mailing Address: 505 Post Oak Blvd Suite 420

City: Houston State: TX Zip: 77027 Fax: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

AGENT'S NAME : Quba Islamic Institute Phone: 7133493218

Agent's Mailing Address: 730 FM 1959 Rd

City: Houston State: TX Zip: 77034 Fax: \_\_\_\_\_

Agent's Email Address: qubaislamicinstitute@gmail.com

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

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

Owner's Signature: Elena Mayan-Nelson Date: 1/15/19

Agent's Signature: Farag Date: 1/11/19

|                                                   |                                    |
|---------------------------------------------------|------------------------------------|
| Received By: <u>AHAWAH</u>                        | Application Number: <u>19-0028</u> |
| Date of Public Hearings: <u>8/8/19 AND 9/9/19</u> | Received Date: <u>1-15-19</u>      |
| Property Owner Notices: _____                     | Newspaper Notice: <u>1-17-19</u>   |
|                                                   | Sign on Property: _____            |



## Submittal Requirements for Zone Change Applications

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

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

(Changes into Downtown District may be eligible for fee waiver)

☒ Current Deed of Record

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

#### PUD Option 1

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

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

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

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

#### PUD Option 2

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

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

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

#### Specific Use Permit Option 1

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

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

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

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

#### Specific Use Permit Option 2

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

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

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

# Sun Meadow Plaza

F.M. 528 & Sun Meadow Dr.

FEHR GROSSMAN COX  
Architects, Inc.



4400 Pannin, Suite 950 Houston, Texas 77054  
(713)797-0404 Fax (713)797-6740

Copyright © 2004 Fehr Grossman Cox Architects, Inc. All drawings and specifications, ideas and designs appearing herein constitute the original and unpublished work of the Firm, and the same may not be duplicated, used, or disclosed other than for the purposes of the original contract without the express written consent of the Firm.

Consultants

Project

040150

Issue

09 July 2004

22 July 2004

Revisions

9 August 2004

Revisions

16 August 2004

Revisions

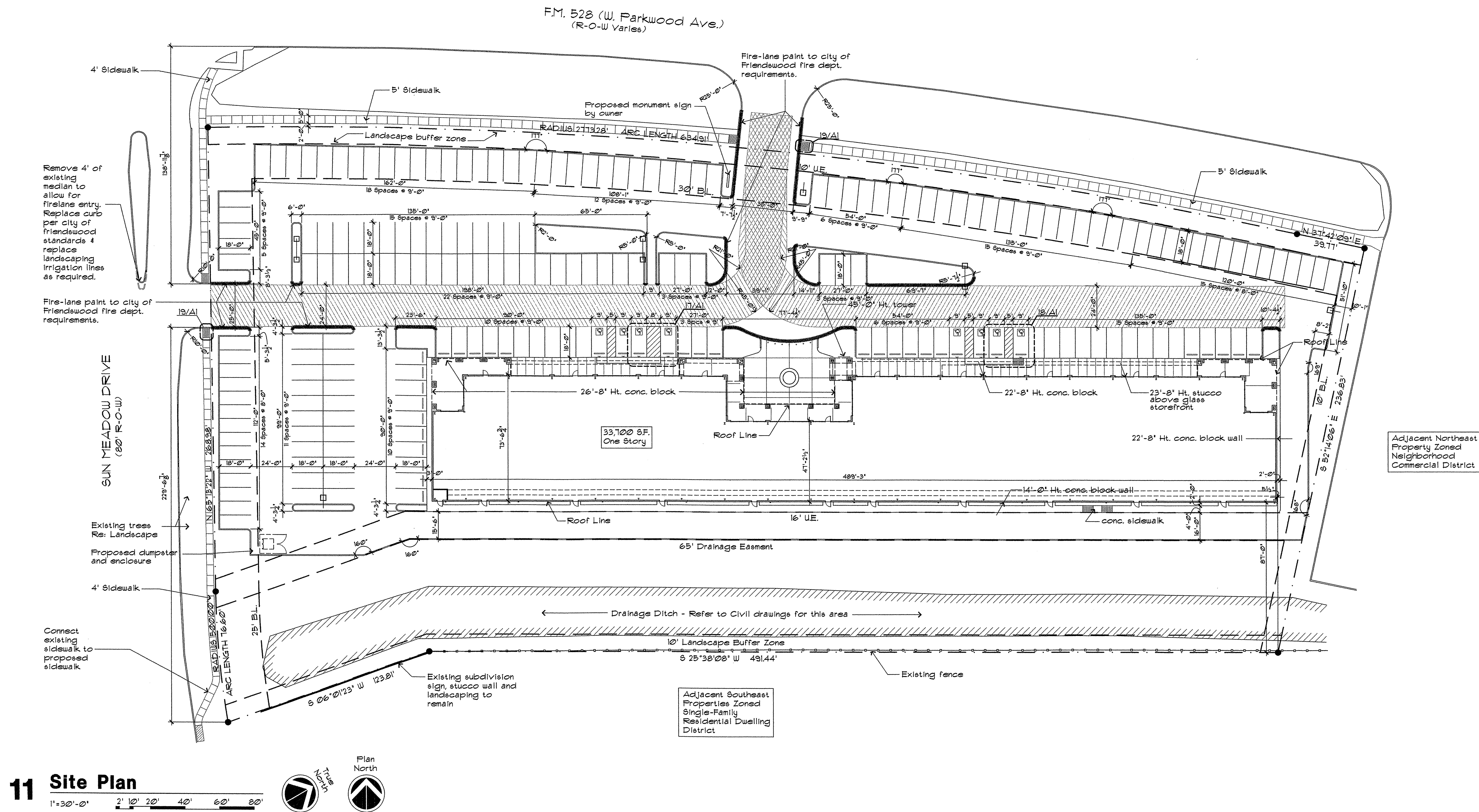
19 August 2004

Revisions

For City of Friendswood  
Planning & Zoning  
Review & Approval

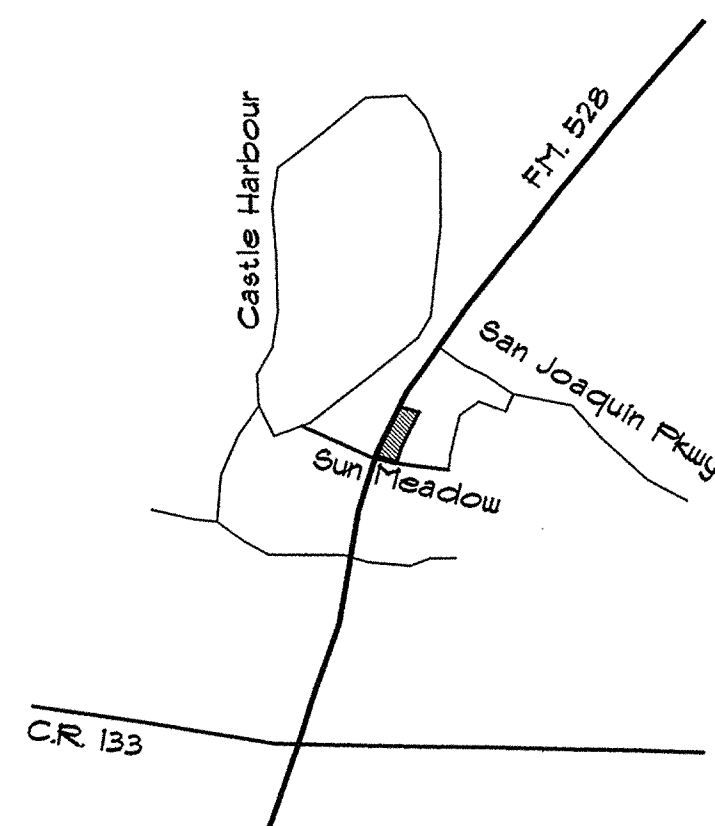
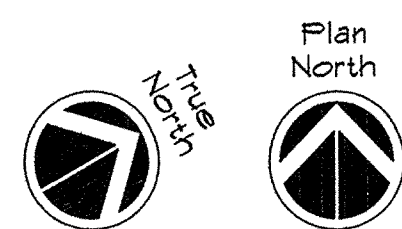
Sheet  
040150\A1.dwg D360

A1



## 11 Site Plan

1"=30'-0" 2' 10' 20' 40' 60' 80'



## 17 Locator Map

N.T.S.



## 18 Project Description

The proposed project is construction of a 33,400 SF shell building located at the intersection of FM 528 and Sun Meadow Drive. The shell building will be leased to retail tenants.

## 19 Calculations

### Parking Calculations

Required Parking = 6 spaces / 1000 SF  
= 6 (33,100 SF/1000)  
= 202 spaces req'd  
202 spaces provided  
8 H.C. spaces (2 van accessible) provided

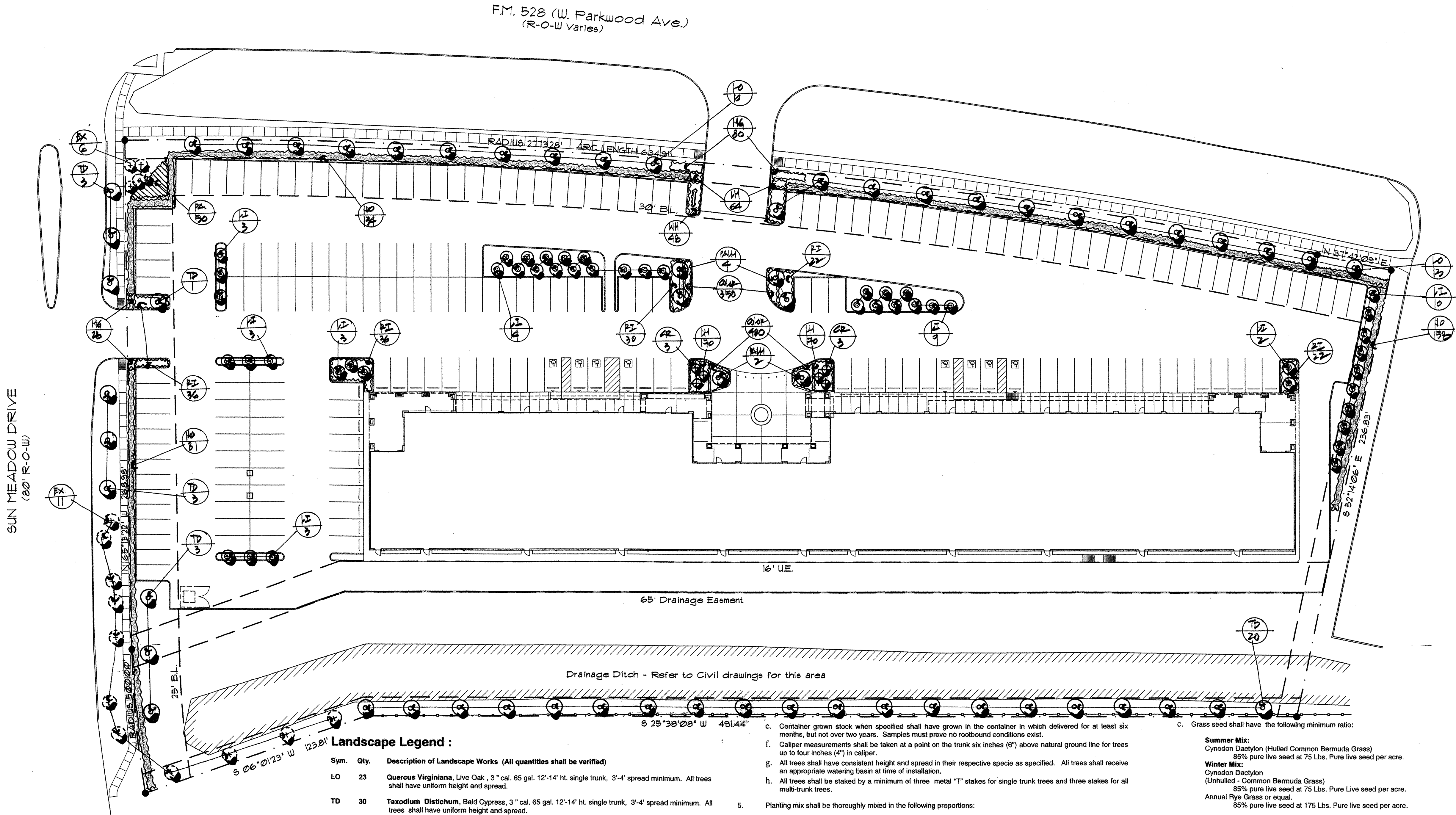
### Landscaping Calculations

Required Landscaping = 10% of parking area & drives  
= .10 (82,946 SF)  
= 8,294 SF landscaping req'd  
39,523 SF landscaping provided  
Required Island Landscaping = 50% of req'd landscaping  
= .50 (8,292 SF)  
= 4,147 SF island landscaping req'd  
4,349 SF island landscaping provided

- Site is located in the Entryway Overlay District and shall comply with city ordinances.
- The approved site plan is valid for one year. If construction has not begun a new site plan must be approved.

## 20 General Notes





## 11 Landscape Planting Plan

1"=30'-0" 2' 10' 20' 40' 60' 80'

### Parking Calculations

Required Parking = 6 spaces / 1000 SF  
= 6 (33100 SF/1000)  
= 202 spaces req'd  
203 spaces provided  
8 H.C. spaces (2 van accessible) provided

### Landscaping Calculations

Required Landscaping = 10% of parking area & drives  
= 10 (82,946 SF)  
= 8,294 SF landscaping req'd  
39,523 SF landscaping provided

Required Island Landscaping @ 50% of req'd landscaping  
= 50 (8,294 SF)  
= 4,147 SF island landscaping req'd  
4,349 SF island landscaping provided

## 16 Calculations

### Landscape Legend :

| Sym.  | Qty.   | Description of Landscape Works (All quantities shall be verified)                                                                                                                                                                                   |
|-------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LO    | 23     | <b>Quercus Virginiana</b> , Live Oak, 3" cal. 65 gal. 12'-14" ht. single trunk, 3'-4" spread minimum. All trees shall have uniform height and spread.                                                                                               |
| TD    | 30     | <b>Taxodium Distichum</b> , Bald Cypress, 3" cal. 65 gal. 12'-14" ht. single trunk, 3'-4" spread minimum. All trees shall have uniform height and spread.                                                                                           |
| LI    | 44     | <b>Lagerstroemia Indica</b> , Basham Pink Crapemyrtles, 8'-9' ht. multi-trunk, 30 gal. 3'-4" spread minimum. All trees shall have uniform height and spread.                                                                                        |
| Palm  | 6      | <b>Washingtonia Filifera</b> , California Fan Palm, 15' to 16' trunk height. Specimen quality.                                                                                                                                                      |
| CR    | 6      | <b>Cycas Revoluta</b> , Sago Palm, 12" trunk height, 45 gal. container.                                                                                                                                                                             |
| RI    | 146    | <b>Raphiolepis Indica</b> , Indian Hawthorn, 5 gal. planted at 30" o.c. single row. All shrubs shall be pit planted. Excavate each shrub pit to a minimum depth of 6" plus depth of container.                                                      |
| NO    | 373    | <b>Nerium Oleander</b> , Petite Pink Oleander, 5 gal. planted at 36" o.c. single row. All shrubs shall be pit planted. Excavate each shrub pit to a minimum depth of 6" plus depth of container.                                                    |
| WH    | 48     | <b>Loropetalum Chinenses</b> , Loropetalum, 5 gal. planted at 30" o.c. single row. All shrubs shall be pit planted. Excavate each shrub pit to a minimum depth of 6" plus depth of container.                                                       |
| PA    | 50     | <b>Pennisetum Alopecuroides</b> , Cassian Pennisetum, 1 gal. planted at 18" o.c. Entire groundcover bed shall be excavated to a minimum depth of 4" plus depth of container.                                                                        |
| MG    | 108    | <b>Muhlenbergia Capillaris</b> , Gulf Coast Muhly, 1 gal. planted at 18" o.c. Entire groundcover bed shall be excavated to a minimum depth of 4" plus depth of container.                                                                           |
| LM    | 404    | <b>Liriope Muscari</b> , Big Blue Liriope, 1 gal. planted at 12" o.c. Entire groundcover bed shall be excavated to a minimum depth of 4" plus depth of container. Plant 40 Daylilies, 1 gal. at 36" o.c. within Liriope bed.                        |
| Color | 830    | <b>Seasonal Color</b> , Annuals, 4" pot planted at 6" o.c. Entire annual bed shall be excavated to a minimum depth of 4" plus depth of container.                                                                                                   |
| EX    | 17     | <b>Existing trees</b> to remain undisturbed. Protection fencing shall be constructed around all existing trees. Refer to Tree protection requirements on this sheet. All existing trees to remain shall be maintained by a certified tree arborist. |
| RE    | 3      | <b>Existing trees to be removed</b> to accommodate proposed project driveways. Coordinate removal and re-location with Owner and City of Friendswood.                                                                                               |
| Grass | verify | <b>Cynodon Dactylon</b> , Common Bermuda. All unpaired and disturbed areas within the site limits shall be cleared up, line graded to drain positively prior to hydromulching process. work to include Right of Way areas fronting project site.    |

### Planting Requirements:

- Perform all work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide all inspections and permits required by Federal, State and local authorities in supply, transportation and installation of materials.
- The contractor shall be responsible for the verification of all underground utility lines (telephone, gas, water, electrical, cable, TV, etc.) and all overhead utility easements prior to start of any planting works.
- All plant materials shall possess the following minimum qualities:
  - Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those of the project for at least twelve months.
  - All plants shall be heavy, symmetrical, tightly knit, so trained or favored for development and appearance as to be superior in form, number of branches, compactness and symmetry.
  - Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insects, pests, eggs or larvae.
  - All plants shall be true of species and variety and shall conform to measurements (caliper size, trunk heights, spread) as specified on the drawings.

- Container grown stock when specified shall have grown in the container in which delivered for at least six months, but not over two years. Samples must prove no rootbound conditions exist.
- Caliper measurements shall be taken at a point on the trunk six inches (6") above natural ground line for trees up to four inches (4") in caliper.
- All trees shall have consistent height and spread in their respective specie as specified. All trees shall receive an appropriate watering basin at time of installation.
- All trees shall be staked by a minimum of three metal "T" stakes for single trunk trees and three stakes for all multi-trunk trees.
- Planting mix shall be thoroughly mixed in the following proportions:
  - Prepared soil as backfill for shade and ornamental trees shall be: 5 part clay loam topsoil + 2 part compost + 1 part sharp sand + 4 Lbs. Commercial fertilizer per CY. Or 10 Lbs. Organic fertilizer.
  - Prepared soil as backfill for shrubs and groundcovers and seasonal colors shall be: 1 part enriched mulch + 1 part compost bark mulch + 1 part enriched topsoil + 1 part No. 1 Bank Sand + 3 Lbs. Time-released fertilizer, 14-14-14 per CY. Or 8 Lbs. Organic fertilizer.
  - Pine Bark Mulch shall be spread in all shrub and groundcover areas. A minimum two inch layer shall be installed.
- Excavation work and Surface drainage works shall conform to the following requirements:
  - Test drainage of plant beds and plant pits by filling with water twice in succession. Conditions permitting the retention of water for more than 24 hours shall be brought to the attention of the Owner.
  - Work shall include the final responsibility for proper surface drainage of planted areas. Any obstructions on the site, or prior work done by another part, which precludes establishing proper drainage shall be brought to the attention of the Owner in writing.
  - Excavate each tree hole 18" deep plus the depth of the tree container size (15 gal. Or 30 gal. Or 65 gal. Or 100 gal.).
  - Excavate entire shrub bed to a depth of 8" plus the depth of the shrub container size (5 gal.) unless noted as being pit planted on landscape legend.
  - Excavate entire groundcover bed to a depth of 6" plus the depth of the groundcover container size (4" pot or 1 gal.).
- Additional work requirements on landscape areas:**
  - Prior to installation of any planting works (trees, shrubs, groundcover and grass works); apply "round up" in all planting areas to eradicate all weed growths on site.
  - Install **weed control barriers** in all trees, shrub and groundcover planting areas. Weed barrier fabric shall be black polypropylene sheet 27 mils thick, 4 oz/s.y. grab tensile strength per ASTM D-4632; 90 lbs. (machine direction) 50 lbs. (cross machine direction). Provide DeWitt "Weed Barrier" or approved substitute.
  - Edge all planting bed areas with **Ryerson Steel edging** to clearly define the edge of the planting bed from the start of the grass areas. Edging shall be Ryerson Estate Curb, 1/8" x 4" with new stakes free of rust.
  - Spread a minimum two inch layer of **pine bark** mulch overall shrub and groundcover bed areas.

### Landscape maintenance work by the landscape contractor after final acceptance shall include the following:

- The maintenance period shall commence upon inspection and approval at Final Acceptance and shall be for a period of Sixty Days (60).
  - The landscape contractor shall coordinate the watering program for all the landscape work with the Owner.
  - Maintenance of new plantings shall consist of watering, cultivating; weeding; mulching; restaking; tightening and repair of guys; resetting plants for proper grades or upright position, and furnishing and application of pesticides/herbicides; sprays and invigorants as are necessary to keep plantings free of insects and disease and in a thriving condition.
- Warranty Periods, Plant Guarantees and Replacements:

- Planting supplied shall be warranted to remain alive and healthy for a period of twelve months (12) after the date of Final Acceptance by Owner. Plants in an impaired, dead or dying condition after initial acceptance or within 12 months shall be removed and replaced immediately to the satisfaction of the Owner.

### Grass Hydromulching Work Requirements:

- Grass works:
  - Seed which has become wet, moldy and otherwise damaged in transit or in storage will not be acceptable.
  - All grass seed shall be fresh, re-cleaned grass seed of the latest crop, mixed in the following proportions by weight and meeting the accepted standards of pure live seed content, purity and germination.

- Grass seed shall have the following minimum ratio:
 

**Summer Mix:**  
Cynodon Dactylon (Hulled Common Bermuda Grass)  
85% pure live seed at 75 Lbs. Pure live seed per acre.

**Winter Mix:**  
Cynodon Dactylon  
(Unhulled - Common Bermuda Grass)  
85% pure live seed at 75 Lbs. Pure Live seed per acre.  
Annual Rye Grass or equal.  
85% pure live seed at 175 Lbs. Pure live seed per acre.
- Slurry Mix Component per Acre shall be Wood cellulose fiber mulch = 2,000 pounds + Grass Seed as specified + fertilizer (13-13-13) 800 pounds.
- Hydromulched seeding on Prepared finished grades:
  - Install and spread out a minimum one inch layer of topsoil over all areas to be hydromulched.
  - Bed preparation: Immediately after the finished grade has been approved, begin hydrosowing operation to reduce excessive weed growth and erosion.
  - Apply seed, fertilizer and mulch by spraying them on the previously prepared seedbeds in the form of an aqueous mixture and by using the methods and equipment described herein.
  - Particular care shall be exercised by the contractor to insure that the application is made uniformly and at the prescribed rate and to guard against miss and overlapped areas.
  - Where slope of areas to be grassed exceed a 3:1 H/V; an erosion control fabric shall be installed prior to hydromulching process.
- Maintenance:
  - Maintenance shall consist of weeding, fertilizing, insect control, watering, replanting, mowing, maintaining of existing grades and repair of any erosion damages.
  - Guarantee growth and coverage of hydromulch planting shall be a minimum on ninety five per cent 95% of the area planted will be covered with specified planting after sixty days with no bare spots visible.
  - Watering: Coordinate with the Owner to properly operate irrigation system to assure a regular, deep watering program.
- Inspection and Final Acceptance:
 

Final acceptance of lawn establishment shall mean that hydrosowed areas are Ninety Five per cent 95% uniform coverage of grass in excess of one inch height. No bare spots will be acceptable.

### Special Notes for Protection of Existing Trees:

- Tree protection fencing shall be installed to eliminate activities detrimental to trees including but not limited to the following:
  - Soil compaction in the critical root zones resulting from heavy equipments, vehicular or excessive pedestrian traffic or storage of equipments or materials.
  - Root disturbance due to cuts, fills, or trenching works.
  - Wounds to exposed roots, trunks or limbs by mechanical equipments.
  - Other activities such as chemical storage, cement truck cleaning, fire, etc. are not acceptable or allowed around existing trees designated to remain on site.
- Location and types of tree protection devices:
  - Tree protection devices are to be installed to completely surround the critical root zones (tree dripline) of all trees to be preserved.
  - Tree protection fencing shall consist of chain link fencing or accepted substitutes (orange colored fabric mesh membrane). In addition to fencing, where tree trunks are in jeopardy of being damaged by equipments, 2x4 inch boards may be required to be strapped around the trunks of trees.
- All tree protection fencing shall be installed prior to any clearing, grubbing or grading. Tree protection fences must remain in functioning condition throughout all phases of the site development/construction.
- The contractor shall provide Class One Tree works for all trees designated to remain on the project site. Work shall include required root pruning; removal of dead/dying branches; trimming/thinning out of tree branches; repair of tree cavities and other tree damages. Trees shall be fertilized annually. A 3-1-1 ratio of nitrogen, phosphorus and potassium containing slow release, non-burning nitrogen should be applied according to manufacturer's instructions.

# Sun Meadow Plaza

F.M. 528 & Sun Meadow Dr.

Texas

Friendswood

FEHR GROSSMAN COX  
Architects, Inc.



7400 Fannin, Suite 950 Houston, Texas 77054  
(713)797-0404 Fax (713)797-6740

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Consultants

Landscape Architects

**WONG & ASSOCIATES, INC.**  
7100 Regency Square, Suite 295  
Houston, Texas 77036  
Tel. 713-777-9198 Fax. 713-777-4404

Project

040150

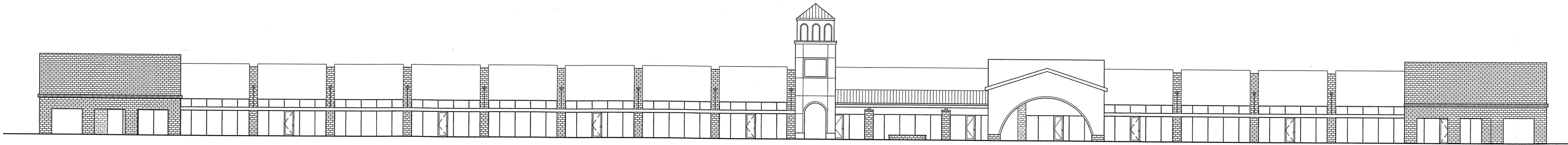
9.20.04 100% REVISED Issue

LANDSCAPE  
PLANTING  
PLAN

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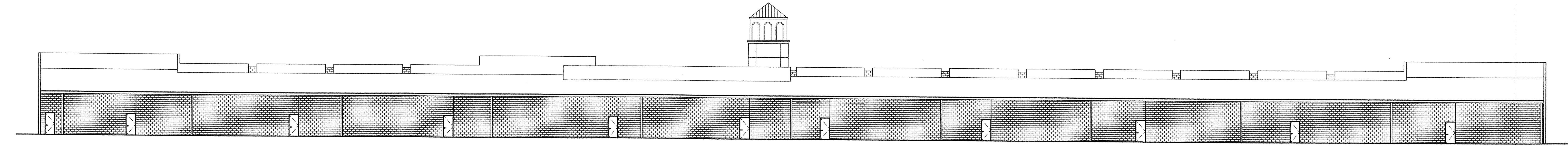
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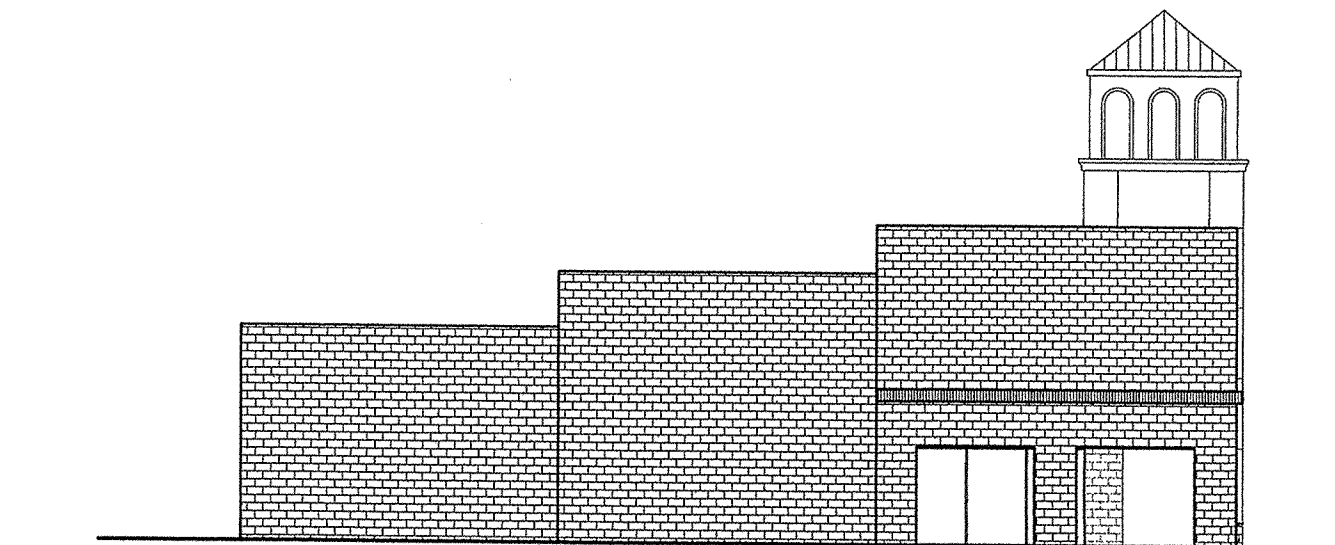
**01 North Elevation**

1/16"=1'-0"



**06 South Elevation**

1/16"=1'-0"



**11 East Elevation**  
**West Elevation O.H.**

1/16"=1'-0"

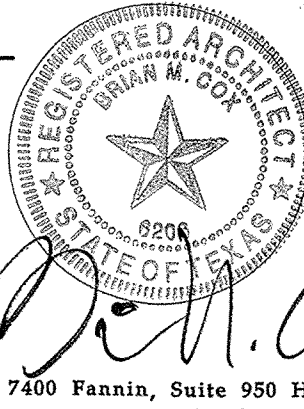
**Sun Meadow Plaza**

F.M. 528 & Sun Meadow Dr.

Texas

Friendswood

**FEHR GROSSMAN COX**  
Architects, Inc.



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Consultants

Project

**040150**

Issue

**21 July 2004**  
**19 August 2004**

**For City of Friendswood  
Planning & Zoning  
Review & Approval**

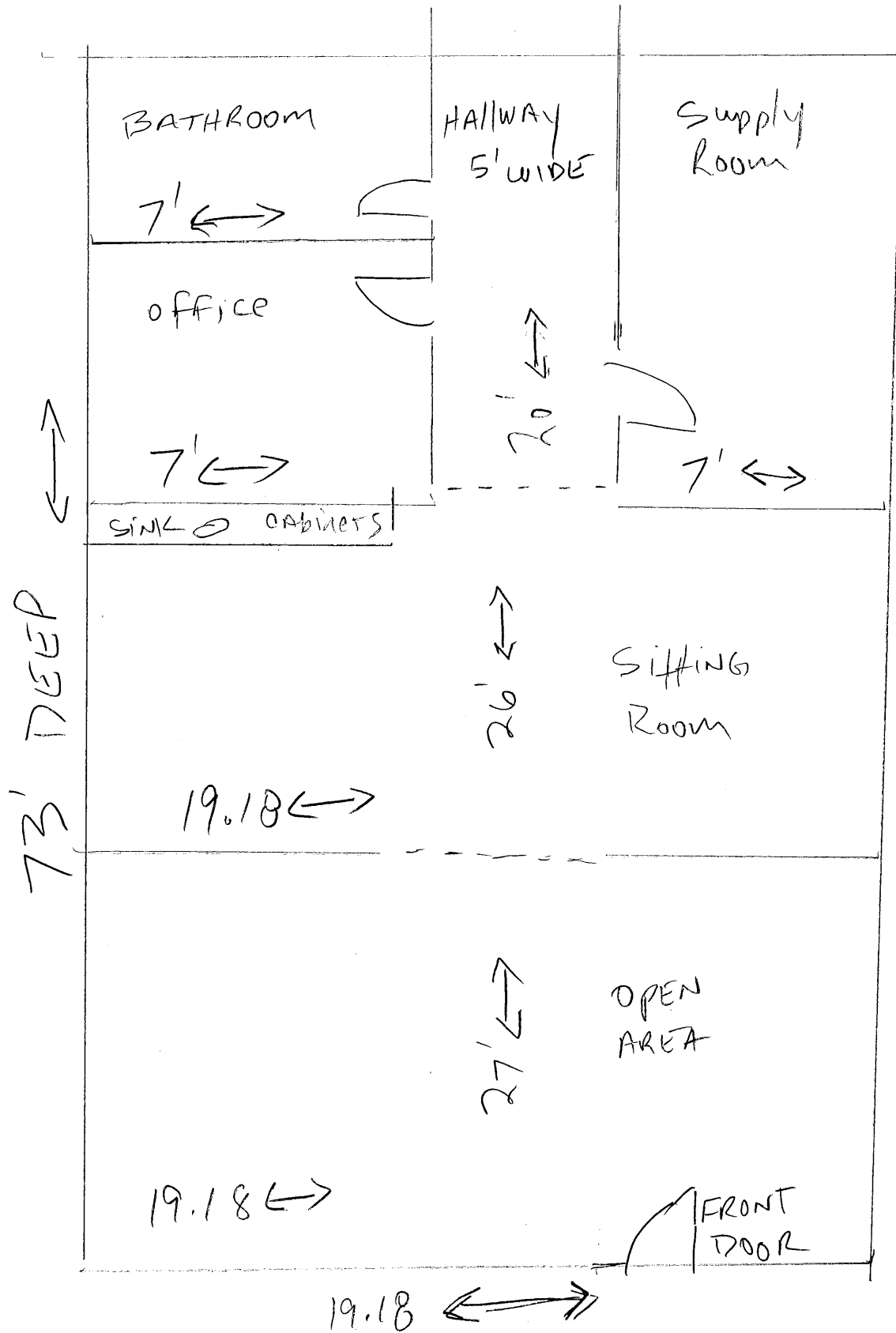
Sheet

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**A2**







## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-36 : (Title: First and Final reading of an ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds)** An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eleventh set for fiscal year 2018-19.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

Expenditure Required \$243,989

Amount Budgeted \$0

Appropriation Required \$243,989

Source of Funds: Unassigned General Fund Balance, General Fund Revenues, and Water & Sewer Working Capital



### **IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

### **RECOMMENDATIONS**

Recommend approval of the ordinance and exhibits covering Budget Amendment XI 2018–19.

### **ATTACHMENTS**

1. Ord 2019-36 BA XI
2. Ord 2019-36 Exhibit A
3. Ord 2019-36 Exhibit B

(Title: An Ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds.)

**ORDINANCE NO. T2019-36**

**AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2018-28, PASSED AND APPROVED OCTOBER 1, 2018, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2018-2019 BY APPROVING "BUDGET AMENDMENT XI" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2018-2019"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, by Ordinance No. 2018-28, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2018-2019"; 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 2018-2019;

**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 2018-2019,” is hereby amended for municipal purposes as shown on “Budget Amendment XI” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2018-2019” attached hereto. Said Budget Amendment XI shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED AND APPROVED this 9th day of September, 2019.**

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Mike Foreman  
Mayor

ATTEST:

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Melinda Welsh, TRMC  
City Secretary



**City of Friendswood  
Budget Amendment Summary  
Fiscal Year 2018 – 2019  
Budget Amendment XI  
September 9, 2019**

1. **Lower Clear Creek and Dickinson Bayou Flood Mitigation Plan Engineering, \$40,220.** The September 9, 2019 Council meeting agenda includes an interlocal agreement with City of League City for Council's approval. The interlocal agreement is with the City of League City regarding the cost sharing for the development of a flood mitigation plan for Lower Clear Creek and Dickinson Bayou. Funds will be appropriated to the contract services account in the Engineering Department. The funding source will be unassigned General Fund balance.
2. **CDBG – Disaster Recovery Project- City's Portion, \$120,000.** Appropriate funds for the City's portion of the Community Development Block Grant – Disaster Recovery project. Council adopted a resolution on August 5, 2019 supporting the application to be included in the CDBG – DR grant for lift stations infrastructure improvements. The City's portion of the project is \$120,000. The funding source will be Water and Sewer working capital.
3. **Friendswood Volunteer Fire Department Replacement Pagers, \$18,400.** Appropriate funds to the FVFD to purchase 46 pagers. The current pagers are not functioning properly and out dated. Replacing the pagers will allow for incident notification for the FVFD volunteers. The funding source will be unassigned general fund balance.
4. **Santa Fe High School Critical Incident Response (CCSID and FISD Refunds), \$28,189.** In response to the Santa Fe shooting in May 2018, the Police Department worked overtime hours for additional security in CCSID and FISD. The school districts were invoiced and paid the City for the related overtime hours. At the close of fiscal year 2017-2018, these funds were included in unassigned General Fund balance. In 2019, the City received a federal grant for \$28,233.76 from the U.S. Department of Justice titled "Santa Fe High School Critical Incident Response". This grant reimbursed the City for the Police Department's overtime hours as well. Therefore, the City will need to refund the two school districts. The funds to repay these amounts will be appropriated from unassigned General Fund balance to the PD Patrol Operating Services budget.
5. **Friends of Downtown Friendswood Association, \$12,000.** Appropriate funds received from Friends of Downtown Friendswood Association. Public safety Services were provided by Friendswood Police Department at the 2019 Texas Music Fest held on March 2, 2019. Funds will be appropriated to the PD Patrol Overtime budget.
6. **Demolition of 220 Shadwell, \$17,750.** Appropriate funds for demolition services at 220 Shadwell. The building suffered major damage from Hurricane Harvey. The City

received insurance reimbursement from TML-IRP on November 20, 2017 for the loss of the building. The funding source will be unassigned General Fund balance.

7. **Senior Activity Center Donations, \$3,150.** Appropriate donations and sponsorships received by the Parks and Recreation Department during the current fiscal year for the Senior Activity Center events. The funds appropriated will be used in the fiscal year 2019. Funds will be appropriated to the Senior Activities division Community Events budget.
8. **Parks & Recreation Donation, \$1,410.** Appropriate a donation received from Robin Lavelle on July 30, 2019. The donation will go towards the purchase of a teak park bench in memory of Joe Debonis that will be located in Stevenson Park. Funds will be appropriated to the Parks and Recreation Department's Parks division Operating Equipment budget.
9. **Parks & Recreation Donation, \$2,300.** Appropriate a donation received from Sherry Mallory on August 8, 2019 for two park benches that will be located by the pollinator garden in Stevenson Park. Funds will be appropriated to the Parks and Recreation Department's Parks division Operating Equipment budget.
10. **Library Book Sales Revenue Appropriation, \$570.** Appropriate Library book sale revenue funds to the Library department's operating budget. The funds will be used for Library operating equipment in fiscal year 2019.

City of Friendswood

9/9/2019

2018-19 Budget Amendment XI - Exhibit B

| BA Number | Account Number    | Project No. | Description                                                                                                                                                     | Amount    |
|-----------|-------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1         | 001-0000-30500    |             | Appropriate funds to enter into an Interlocal Agreement with City of League City for Lower Clear Creek and Dickinson Bayou Flood Mitigation Plan Engineering    | (40,220)  |
| 1         | 001-3770-431.7800 |             | Appropriate funds to enter into an Interlocal Agreement with City of League City for Lower Clear Creek and Dickinson Bayou Flood Mitigation Plan Engineering    | 40,220    |
| 2         | 401-0000-30100    |             | Appropriate funds for the City's portion of the Disaster Recovery Grant project with Community Development Block Grant (CDBG-DR)                                | (120,000) |
| 2         | 401-7001-433.8552 |             | Appropriate funds for the City's portion of the Disaster Recovery Grant project with Community Development Block Grant (CDBG-DR)                                | 120,000   |
| 3         | 001-0000-30500    |             | Appropriate funds for FVFD to purchase 46 replacement pagers for FVFD volunteers                                                                                | (18,400)  |
| 3         | 001-2201-422.5800 |             | Appropriate funds for FVFD to purchase 46 replacement pagers for FVFD volunteers                                                                                | 18,400    |
| 4         | 001-0000-30500    |             | Appropriate funds to the PD Patrol Operating Services account to refund CCISD and FISD                                                                          | (28,189)  |
| 4         | 001-2120-421.7400 |             | Appropriate funds to the PD Patrol Operating Services account to refund CCISD                                                                                   | 4,656     |
| 4         | 001-2120-421.7400 |             | Appropriate funds to the PD Patrol Operating Services account to refund FISD                                                                                    | 23,533    |
| 5         | 001-0000-38000    |             | Appropriate reimbursement from Friends of Downtown Friendswood Association for public safety services at the 2019 Texas Music Fest to PD Patrol overtime budget | (12,000)  |
| 5         | 001-2120-421.4130 |             | Appropriate reimbursement from Friends of Downtown Friendswood Association for public safety services at the 2019 Texas Music Fest to PD Patrol overtime budget | 12,000    |
| 6         | 001-0000-30500    |             | Appropriate a portion of insurance reimbursement to demo 220 Shadwell which was damaged from Hurricane Harvey                                                   | (17,750)  |
| 6         | 001-6460-419.7800 | 17EMHARVEY  | Appropriate a portion of insurance reimbursement to demo 220 Shadwell which was damaged from Hurricane Harvey                                                   | 17,750    |
| 7         | 001-0000-38630    | SREVENT     | Appropriate donations and sponsorships received from events to the Parks and Recreation-Senior Activity Center's community events budget                        | (3,150)   |
| 7         | 001-6429-452.7910 | SREVENT     | Appropriate donations and sponsorships received from events to the Parks and Recreation-Senior Activity Center's community events budget                        | 3,150     |
| 8         | 001-0000-38600    | PK0032      | Appropriate donation from Robin Lavelle to purchase a teak bench to be placed in Stevenson Park in memory of Joe Debonis                                        | (1,410)   |
| 8         | 001-6430-456.5800 | PK0032      | Appropriate donation from Robin Lavelle to purchase a teak bench to be placed in Stevenson Park in memory of Joe Debonis                                        | 1,410     |
| 9         | 001-0000-38600    | DN0018      | Appropriate donation from Sherry Mallory to purchase two benches to be placed at the pollinator garden in Stevenson Park                                        | (2,300)   |
| 9         | 001-6430-456.5800 | DN0018      | Appropriate donation from Sherry Mallory to purchase two benches to be placed at the pollinator garden in Stevenson Park                                        | 2,300     |
| 10        | 001-0000-38600    | DNBOOK      | Appropriate sale of books to the Library Services Department's operating equipment account                                                                      | (570)     |
| 10        | 001-6310-459.5800 | DNBOOK      | Appropriate sale of books to the Library Services Department's operating equipment account                                                                      | 570       |

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to have Special City Council meetings on September 23, 2019, and September 30, 2019, to discuss items related to the budget

Originating Department: Administrative Services

Degree of importance: Choose an Option

### SUMMARY / ORIGINATING CAUSE

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

### RECOMMENDATIONS

### ATTACHMENTS

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a contract with Galveston County Health District for Water Pollution Control and Abatement services for 2019-2020 and authorize the Mayor to execute the contract

Originating Department: Public Works

Degree of importance: Choose an Option Significant

### SUMMARY / ORIGINATING CAUSE

It is time for the City to renew the contract with the Galveston County Health District (GCHD) for pollution control and abatement services. This previously was a three year contract. However, within recent years, it transitioned to being renewed annually. Per the contract, the GCHD agrees to investigate and resolve water quality related complaints, monitor storm water quality, and conduct at least one unannounced inspection at 100 percent of the identified grease traps associated with the Galveston County Health District permitted food establishments within the jurisdictional boundaries of the City. The District will also provide assistance to the City in the performance of storm water related activities such as, but not limited to, public education/outreach and illicit discharge detection and elimination investigations including dry weather screenings.

Also as a part of this contract, the GCHD monitors twelve designated storm water sites within the city. The GCHD reviews the historical storm water data and analyzes the sampling sites attempting to locate pollution sources. This collected data is critical for the City of Friendswood's Municipal Storm and Sewer Program (MS4). This program is required by permit by the EPA. The GCHD submits an annual summary of all its activities within the City jurisdiction completed during the fiscal year.

Due to industry increased costs within the GCHD itself (i.e. personnel & medical insurance), there was an approximate 3.2% increase in cost for this upcoming year's proposed contract in the approx. amount of \$755.00. The increase and the total contract expenditure (in a not to exceed amount of \$24,332.00), will be accounted for within the Public Work's water / sewer annual operating budget.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the contract will satisfy the requirements found under the Texas Water Code, which outlines specific requirements and responsibilities of a water pollution control abatement program.

### RECOMMENDATIONS

Staff recommends that City Council approve the contract and authorize the Mayor to execute the contract with the Galveston County Health District for the water pollution control and abatement services.

## ATTACHMENTS

1. GCHD Cover Letter
2. Friendswood Water Monitoring Contract FY20

## GALVESTON COUNTY HEALTH DISTRICT

*Protecting and Promoting the Optimal Health and Well-Being of Galveston County*

**Ben G. Raimer, MD**  
Chair, United Board of Health

**Philip Keiser, MD**  
Local Health Authority



**Kathy Barroso, CPA**  
Chief Executive Officer

June 25, 2019

Mr. Rene Ibarra  
Deputy Director of Public Works  
City of Friendswood  
15355 Blackhawk Blvd  
Friendswood, Texas 77546

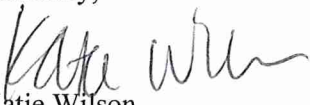
Dear Mr. Ibarra:

Enclosed please find the FY2020 Water Pollution Control and Abatement Contract between the City of Friendswood and the Galveston County Health District. Should you wish to propose revisions to this Contract, please notify me by phone or via email. Please note that the total amount of the Contract has **increased** for the 2020 fiscal year.

Following your review and approval, please have your municipality's designated official sign the contract and remit an original copy by mail to: Galveston County Health District, Environmental Services, PO Box 939, La Marque, Texas 77568 or via email to [kwilson@gchd.org](mailto:kwilson@gchd.org)

Once we receive the signed original copy, we will fully execute the contract and return a copy for your records. Should you have any additional questions or concerns, please feel free to contact me at 409-938-2310.

Sincerely,

  
Katie Wilson  
Water Pollution Services Manager  
Galveston County Health District

/KW  
Enclosures

**Public Health Services • Coastal Health & Wellness • Emergency Medical Services • Animal Resource Center**

*The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.*

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

[www.gchd.org](http://www.gchd.org)





Contractual Agreement  
For the  
City of Friendswood

|                     |   |
|---------------------|---|
| THE STATE OF TEXAS  | § |
|                     | § |
| COUNTY OF GALVESTON | § |
|                     | § |
| CITY OF FRIENDSWOOD | § |

THIS AGREEMENT is made and entered into by and between the City of Friendswood (hereinafter "CITY"), with its principal office at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett. F. Lowry Expressway, Texas City, Galveston County, Texas 77591

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

## Article I

### STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its



authority to seek enforcement action(s) through the court systems in Galveston County.

- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☐ **Source Inspections** - Publically Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒ **Source Inspections** - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with

Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

- (11) The PERFORMING PARTY will immediately coordinate with the REPSONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

**☒ Sample Local Waterways (Surface Water Sampling)**

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.



- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

## ARTICLE II

### REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

#### A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7<sup>th</sup>) calendar day following the end of the month.

#### B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

### Article III

#### ANNUAL MEETING

The PERFORMING PARTY will conduct an annual meeting in the month of January with the CITY. This meeting may be modified or amended upon the consent of the CITY. Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The annual meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY.

### Article IV

#### EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

### Article V

#### COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their quarterly statement.

Final payment for services shall be due upon completion of these services.

## Article VI

### TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

## Article VII

### ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

## Article VIII

### Notices

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:



Attention: Rene Ibarra  
Deputy Director of Public Works  
City of Friendswood  
Friendswood, Texas 77546

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Katie Wilson  
Water Pollution Services Manager  
Galveston County Health District  
Office of Environmental Health Programs  
PO Box 939  
La Marque, Texas 77568

## Article IX

### INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees that it will indemnify and require its subcontractors to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S or subcontractor's failure to maintain adequate general liability insurance or worker's compensation coverage required by this AGREEMENT or as required by governing law.

## Article X

### EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

## Article XI

### REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

## Article XII

### PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

### Article XIII

#### GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

### Article XIV

#### LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

### ARTICLE XV

#### VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

### ARTICLE XVII

#### AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or his designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

### ARTICLE XVI

#### TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2019 and shall continue in full force until September 30, 2020, but upon the CITY's determination, may be extended by written agreement. All



payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH  
DISTRICT**

**CITY OF FRIENDSWOOD**

  
\_\_\_\_\_  
Kathy Barroso, CPA  
Chief Executive Officer

\_\_\_\_\_  
Mike Foreman  
Mayor

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A: Contract Pricing**

| City of Friendswood Contract Pricing                                            |             |                 |             |
|---------------------------------------------------------------------------------|-------------|-----------------|-------------|
| Activity                                                                        | Cost / Unit | Number of Units | Total Cost  |
| Complaint Investigations<br>Flat Rate-Per Capita 2010<br>Census                 | \$0.31      | 33833           | \$10,488.00 |
| Waste Water Treatment<br>Plant Inspection (Spot)                                | 0           | 0               | 0.00        |
| Waste Water Treatment<br>Plant Inspection (CCI)                                 | 0           | 0               | 0.00        |
| Source Inspections -<br>Grease and Grit Traps                                   | \$94.00     | 77              | \$7,238.00  |
| Surface Water Monitoring<br>Surface Water Sampling<br>(collect and lab testing) | \$1,101.00  | 6               | \$6,606.00  |
| Total                                                                           |             |                 | \$24,332.00 |

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving an Interlocal Agreement with the Harris-Galveston Subsidence District to participate in the Water Wise Conservation Program and authorizing the Mayor to execute the agreement

Originating Department: Public Works

Degree of importance: SignificantSignificant

### SUMMARY / ORIGINATING CAUSE

The "Be a Water Detective – Learning to be Water Wise" is a water conservation program in which the City has participated in for several years. Council approved the re-adoption of a water conservation plan ordinance in August 2014 as required by TCEQ. A portion of the plan calls for public education. This program helps the city meet that requirement. The City, through an inter-local agreement with the Harris-Galveston Subsidence District (HGSD), sponsors the water conservation program known as "Be a Water Detective - Learning to Be Water Wise". This program is outlined to address elementary and middle schools within the City of Friendswood with a sponsorship of up to **510** students.

The cost of the program has remained the same as last year at \$36.46 per student. Each student is provided with a Water Wise activity kit. The kit includes items such as an activity booklet, high-efficiency showerhead, multi-swivel kitchen aerator, bathroom aerator, mini-tape measure, toilet leak detector tablets, flow rate test bag and much more. Partnering with the Subsidence District and the award-winning Water Wise Program will not only provide students and teachers with the educational materials they need, but will also allow the City of Friendswood to directly impact the preservation of freshwater sources in our area.

Through this program, the City earns ground water (GW) credits that are good for 20 years and can be used to meet the water demand at times when exceeding the permit allocation is preventable without a penalty. For every student sponsored, the Subsidence District issues a GW Credit Certificate equal to 84,000 gallons per student.

Two types of GW Credits have been issued since the initiation of the program in 1994:

#### 1. "Series A" GW Credits

Issued from 1994 – 2001. These GW Credits are good for 40 years with no usage restriction. The City has three (3) of these certificates for a total amount 56,028,000 gallons. Series A are no longer available.

#### 2. "Series B" GW Credits

Issued from 2001 – present. These GW Credits are good for 20 years and they are restricted to up to 30 percent of the permittee's water demand for the yearly permit. The City has twenty (20) of these certificates for total amount 409,836,000 gallons.

To give an example of the importance of these credits, we are permitted to use 400,000,000 gallons of ground water for the year 2018 - 2019. Our GW Series B credits will allow us to increase the permitted amount by 30 percent. This will equate to 520,000,000

gallons permitted total. If we face a situation that forces us to exceed the total allowable amount then we will be subject to a penalty known as the Disincentive Fee. The fee is \$8.46 per 1,000 gallons and is designed to discourage ground water usage.

Funding for the contract expenditure (in the not to exceed amount of \$18,594.60), will be accounted for within the Public Work's annual operating budget.

### **IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

The “Be a Detective - Learning to be Water Wise Program” is a water conservation program that assists the City of Friendswood in meeting mandates from our officially adopted Water Conservation Plan, and more importantly it assists in educating children within the City of Friendswood with regards to the ultimate benefits associated with water conservation.

### **RECOMMENDATIONS**

Staff recommends council approve the Inter local agreement and authorize the Mayor to sign the agreement.

### **ATTACHMENTS**

1. HGSD Letter
2. Proposed HGSD Interlocal Agreement 2019





## Harris-Galveston Subsidence District

*Serving the Gulf Coast Community Since 1975*

June 24, 2019

City of Friendswood  
Patrick Donart  
1306 Deepwood  
Friendswood, Texas 77546

Re: Interlocal Agreement for CITY OF FRIENDSWOOD

Dear Student Sponsor:

Attached please find the Interlocal Agreement for the WaterWise program for the 2019-2020 school year beginning in August 2019. As you begin the process of reviewing the Interlocal Agreement for the 2019-2020 school year, please be advised that the District has modified Section 2.01 to improve the efficiency of the program. The intent of the modification is to include language that is more definitive on the amount of annual sponsorship rather than the number of students (as that number is variable from year to year). Please let me know if you have any changes needed to Section 2.01, otherwise please sign and return the Interlocal Agreement by August 1, 2019. In addition, please update the attached contact information sheet so we have the most up-to-date information on file. This information identifies where to send invoices and where to mail the B Groundwater certificates.

As the Water Conservation Coordinator for the Harris Galveston Subsidence District, I would like to thank you for your continued participation as a sponsor in the District's Water Conservation Education Program. Be sure to check out our water conservation website [www.smarteraboutwater.org](http://www.smarteraboutwater.org) for FREE weekly watering advice from Water My Yard, the Water Detective program, and other water conserving tips.

If you have any questions, please feel free to call me at (281) 956-2190.

Best Regards,

A handwritten signature in black ink that reads 'Jennifer Welch'.

Jennifer Welch  
Water Conservation Coordinator  
(281) 956-2190  
[jwelch@subsidence.org](mailto:jwelch@subsidence.org)  
Enclosure

1660 W. Bay Area Boulevard • Friendswood, TX, 77546-2640  
Phone: 281-486-1105 • Fax: 281-218-3700  
[www.subsidence.org](http://www.subsidence.org)

STATE OF TEXAS                   §  
COUNTY OF GALVESTON   §

### **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and CITY OF FRIENDSWOOD, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

### **WITNESSETH:**

**THAT WHEREAS**, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals, governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

**WHEREAS**, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

**WHEREAS**, the Subsidence District has designed a program to increase water conservation through education of elementary and middle school students administered through the public schools and other water conservation program objectives and initiatives; and

**WHEREAS**, this education of elementary and middle school students, "Be a Water Detective - Learning to be WaterWise" has been tested in several area schools; and

**WHEREAS**, the plumbing retrofit devices used as part of the elementary and middle school school education program have been tested in the Harris County Municipal Utility District No. 55, jointly sponsored by that District, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

**WHEREAS**, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

**WHEREAS**, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

**WHEREAS**, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act;

**NOW THEREFORE**, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

**I.  
PROGRAM ADMINISTRATION**

**1.01** The Subsidence District will coordinate the Program by doing the following tasks:

(A) Purchase and distribute the school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and mobile applications.

(B) Provide in-service training to teachers and provide all support functions such as slide presentations, video presentations, publications, and program outlines.

(C) Conduct an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators and parents, and provide the evaluation results to the Sponsor.

(D) Provide information related to other water conservation program objectives and initiatives.

(E) Provide all necessary documentation to the Texas Education Agency, Texas Water Development Board, and Texas Commission on Environmental Quality.

**1.02** The Subsidence District shall provide water conservation credits as follows:

(A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater (which equals 1,400 gallons per month for five years) for each student sponsored in the Program.

(B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided however, that the Certificates of Deposit will be honored by the District for no longer than 20 years after the date the Certificate of Deposit is issued.

(C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's groundwater allocation by the amount of the water conservation credit, provided however, that Certificates of Deposit issued beginning with the 2001-2002 school year (Series B) may only be applied

to a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the District in effect at the time of the permit.

**1.03** The Subsidence District shall perform all coordination activities without additional charge to the Sponsor. The Sponsor may assist in any coordination activities and may participate in any phase of the program at its own discretion.

## **II. PAYMENT**

**2.01** The sponsor agrees to sponsor school(s) in Friendswood City schools. The sponsor agrees to sponsor up to 510 students in an amount not to exceed \$18,594.60 during the 2019-2020 school year.

**2.02** The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$36.46 per student sponsored. The above payment shall provide sponsorship for the above listed school(s) for one year. The amount of the invoice shall be calculated using the actual enrollment in the named schools for each year of the Project.

**2.03** From time-to-time the Sponsor may seek to adjust the number of students sponsored by providing a written request to the Subsidence District, subject to the availability of schools willing to participate in the project.

**2.04** The Sponsor agrees to pay a similar amount, adjusted for the actual cost of the sponsorship kit and the number of students sponsored, each year for the term of this Agreement.

**2.05** This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

## **III.**

## **TERM AND TERMINATION**

**3.01** The term of this Agreement shall be from the effective date hereof until termination of the 2019-2020 school year. This agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

**3.02** The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from sponsor and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

## **IV. MISCELLANEOUS**

**4.01** Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

**4.02** Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

**4.03** This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

**4.04** The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

**4.05** The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation

to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

**IN WITNESS WHEREOF**, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

**SPONSOR**

\_\_\_\_\_

By: \_\_\_\_\_ (Title)

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**HARRIS GALVESTON SUBSIDENCE DISTRICT**



By: Tina Petersen, Deputy General Manager

ATTEST:

  
\_\_\_\_\_

By: Gregory M. Ellis, General Counsel

Date: 6/24/2019

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/20/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ratifying the City Manager's signature on an agreement for AT&T to make modifications to the telecommunications tower at the Public Safety Building, 1606 Whitaker Drive

Originating Department: Community Development

Degree of importance: Elective

### SUMMARY / ORIGINATING CAUSE

A representative of Tower Alliance, Melanie Catanese, is requesting authorization for Tower Alliance/American Tower to perform work for an existing tenant, AT&T Mobility, on the existing tower located at the Public Safety Building at 1606 Whitaker Dr.

The scope of work will be: Add (1) Break out Box (BOB) Add (2) DC Control Cables Swap (3) Radio Remote Unit (RRUs).

After this authorization, AT&T Mobility will be required to obtain the required building permits to conduct the work.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As wireless technology and coverage demands continue to change, providers routinely replace upgrade equipment. All modifications are to the existing tower and within the existing site.

### RECOMMENDATIONS

KC Rodgers, PD, reviewed the request and approves of the alterations. Applicant will be required to obtain building permits.

### ATTACHMENTS

1. ATT Request for Consent signed
2. ATT Modification Plans





City of Friendswood, TX  
910 South Friendswood Drive  
Friendswood, Texas 77546  
Attn: Administrative Services

July 26, 2019

**REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT**

| SITE NUMBER                                          | SITE NAME              | PROJECT NUM.                             | CUSTOMER*     |
|------------------------------------------------------|------------------------|------------------------------------------|---------------|
| 268232                                               | FRIENDSWOOD PS BLDG TX | OAA749869                                | AT&T MOBILITY |
| SITE ADDRESS                                         |                        | GROUND AGREEMENT                         |               |
| Friendswood, Texas 77546-5403<br>1606 Whitaker Drive |                        | License Agreement<br>dated June 11, 2007 |               |

\* any reference to AT&T MOBILITY includes one or more of its related entities

Dear Landlord:

We, Tower Alliance, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by AT&T MOBILITY, at this site. AT&T MOBILITY is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the construction drawings associated with this project.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of AT&T MOBILITY's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it. Please note that pursuant to the ground agreement you are required to respond to this request within a prescribed period of time. As such if we do not hear from you within fifteen (15) calendar days following your receipt of this letter we will consider your non-response as approval to this request.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Sincerely,

*Melanie Catanese*

Lease Consultant

Tower Alliance LLC

[MCatanese@TowerAllianceLLC.com](mailto:MCatanese@TowerAllianceLLC.com)

Direct Line: 561-705-0139

### Approval

I approve of the proposed modification of equipment by AT&T MOBILITY at the site referenced above.

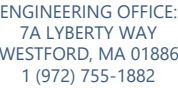
Signature:  Date: 8/24/19

Print Name: MORAD KABIRI

Title: CITY MANAGER







**AT&T**  
Mobility  
RIVE, HOUSTON, TX  
7037

| SUBMITTALS |                 |                   |           |
|------------|-----------------|-------------------|-----------|
| REV        | DATE            | DESCRIPTION       | BY        |
| <b>A</b>   | <b>07/05/19</b> | <b>FOR REVIEW</b> | <b>GS</b> |
| <b>B</b>   | <b>07/11/19</b> | <b>FOR REVIEW</b> | <b>EN</b> |
| 0          | 07/24/19        | FINAL CD          | EN        |
|            |                 |                   |           |
|            |                 |                   |           |

|                          |                          |
|--------------------------|--------------------------|
| DRAWN BY:<br><b>GS</b>   | DATE:<br><b>07/05/19</b> |
| CHECKED BY:<br><b>SR</b> | DATE:<br><b>07/24/19</b> |

# GN-1

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40. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND

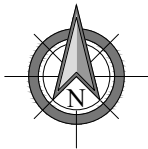
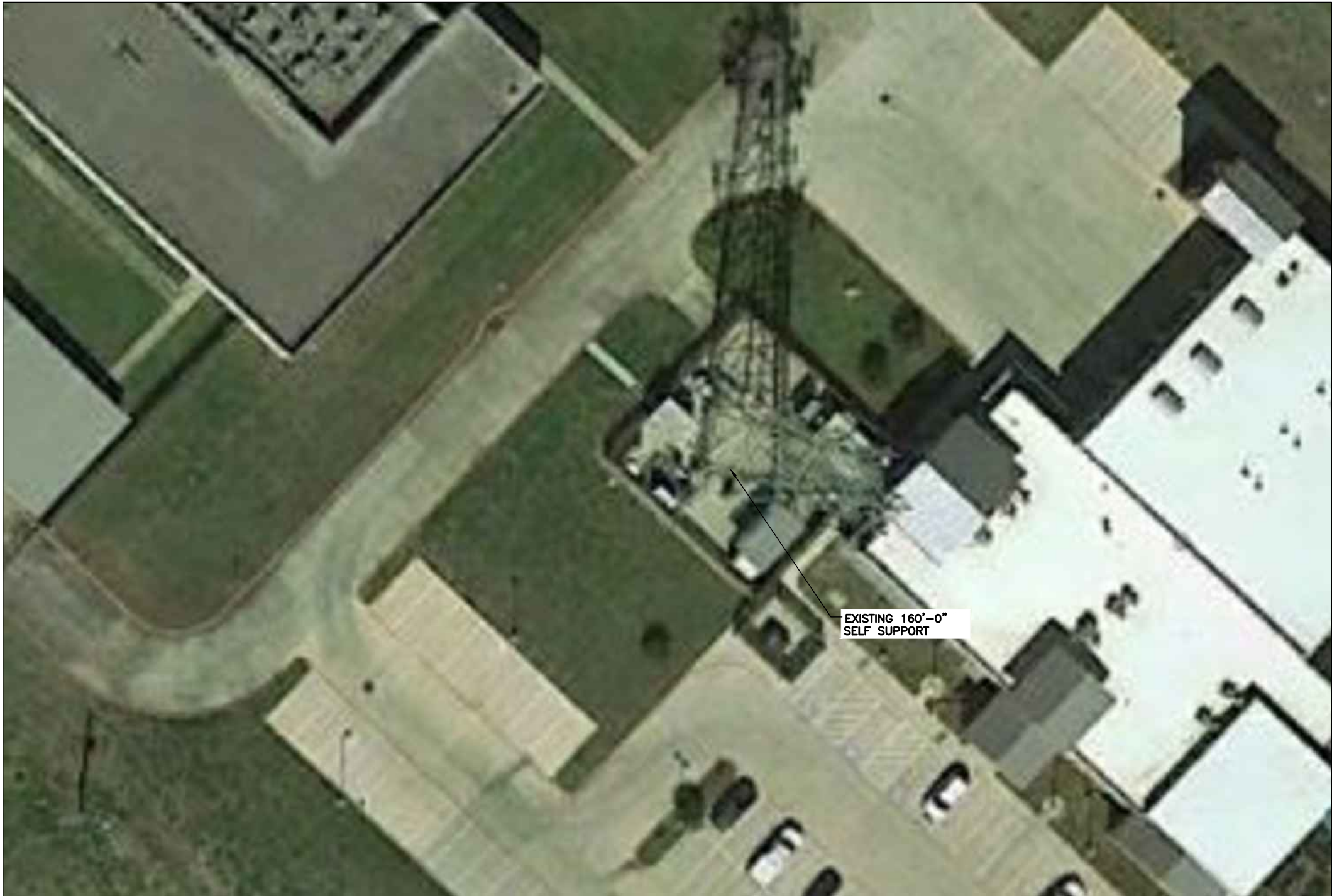






NOTE:

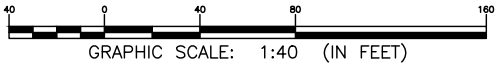
THIS PLAN WAS CREATED BASED ON INFORMATION GATHERED FROM AERIAL PHOTOGRAPHY, GIS DATA, AND/OR ASSESSORS MAPS PROVIDED BY LOCAL SOURCES. THIS PLAN IS IN NO WAY INTENDED TO BE USED AS A BOUNDARY SURVEY.



1

SITE PLAN

SCALE: 1:40



PREPARED BY:

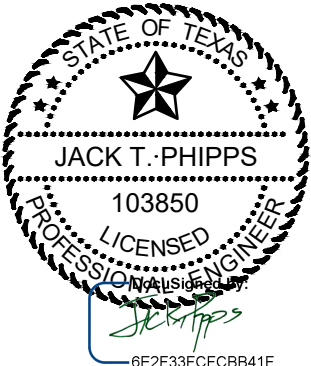
**NEXIUS**  
TRANSFORM YOUR BUSINESS...THROUGH WIRELESS

ENGINEERING OFFICE:  
7A LYBERTY WAY  
WESTFORD, MA 01886  
1 (972) 755-1882

CLIENT:

**AT&T**  
Mobility  
11930 AIRLINE DRIVE, HOUSTON, TX  
77037

PROFESSIONAL STAMP:



6E2F33FCFCBB41F...  
NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972  
FIRM REGISTRATION RENEWAL 07/31/20  
PE LICENSE RENEWAL 06/30/20

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| B          | 07/11/19 | FOR REVIEW  | EN |
| 0          | 07/24/19 | FINAL CD    | EN |
|            |          |             |    |
|            |          |             |    |

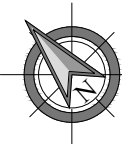
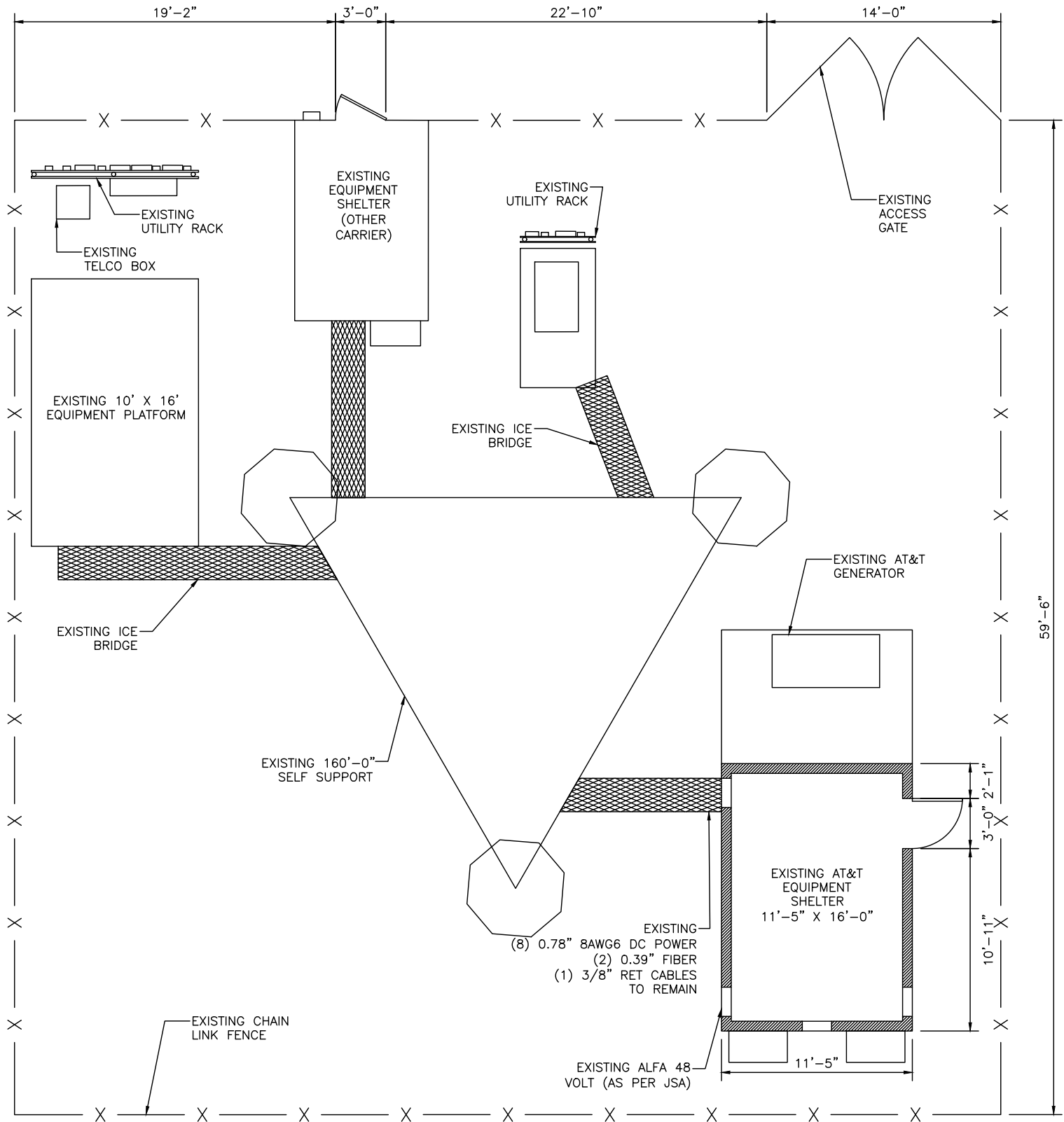
SITE INFORMATION: TOWER OWNER:  
**AMERICAN TOWER CORPORATION**  
TOWER NUMBER:  
**268232**  
SITE NAME:  
**LAYFAIR PLACE**  
SITE NUMBER:  
**HX2276**  
FA LOCATION CODE:  
**12568558**  
FACE ID:  
**MRSTX056440**  
ADDRESS:  
**1606 WHITAKER DRIVE**  
**FRIENDSWOOD, TX 77546**

|                          |                          |
|--------------------------|--------------------------|
| DRAWN BY:<br><b>GS</b>   | DATE:<br><b>07/05/19</b> |
| CHECKED BY:<br><b>SR</b> | DATE:<br><b>07/24/19</b> |

NEXIUS PTN:  
**3065A0P1YN**

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**C-1**



1 COMPOUND PLAN  
SCALE: 1/8" = 1'-0"



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7A LYBERTY WAY  
WESTFORD, MA 01886  
1 (972) 755-1882

CLIENT:  
  
11930 AIRLINE DRIVE, HOUSTON, TX 77037

PROFESSIONAL STAMP:  
  
Designed by:

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NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972  
FIRM REGISTRATION RENEWAL 07/31/20  
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| B          | 07/11/19 | FOR REVIEW  | EN |
| 0          | 07/24/19 | FINAL CD    | EN |
|            |          |             |    |
|            |          |             |    |

SITE INFORMATION: TOWER OWNER:  
**AMERICAN TOWER CORPORATION**  
TOWER NUMBER:  
**268232**  
SITE NAME:  
**LAYFAIR PLACE**  
SITE NUMBER:  
**HX2276**  
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**1606 WHITAKER DRIVE  
FRIENDSWOOD, TX 77546**

|                          |                          |
|--------------------------|--------------------------|
| DRAWN BY:<br><b>GS</b>   | DATE:<br><b>07/05/19</b> |
| CHECKED BY:<br><b>SR</b> | DATE:<br><b>07/24/19</b> |

NEXIUS PTN:  
**3065A0P1YN**

SHEET TITLE:  
**EQUIPMENT LAYOUT PLAN**

SHEET NUMBER:  
**C-2**





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11930 AIRLINE DRIVE, HOUSTON, TX  
77037

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| B   | 07/11/19 | FOR REVIEW  | EN |
| 0   | 07/24/19 | FINAL CD    | EN |
|     |          |             |    |
|     |          |             |    |

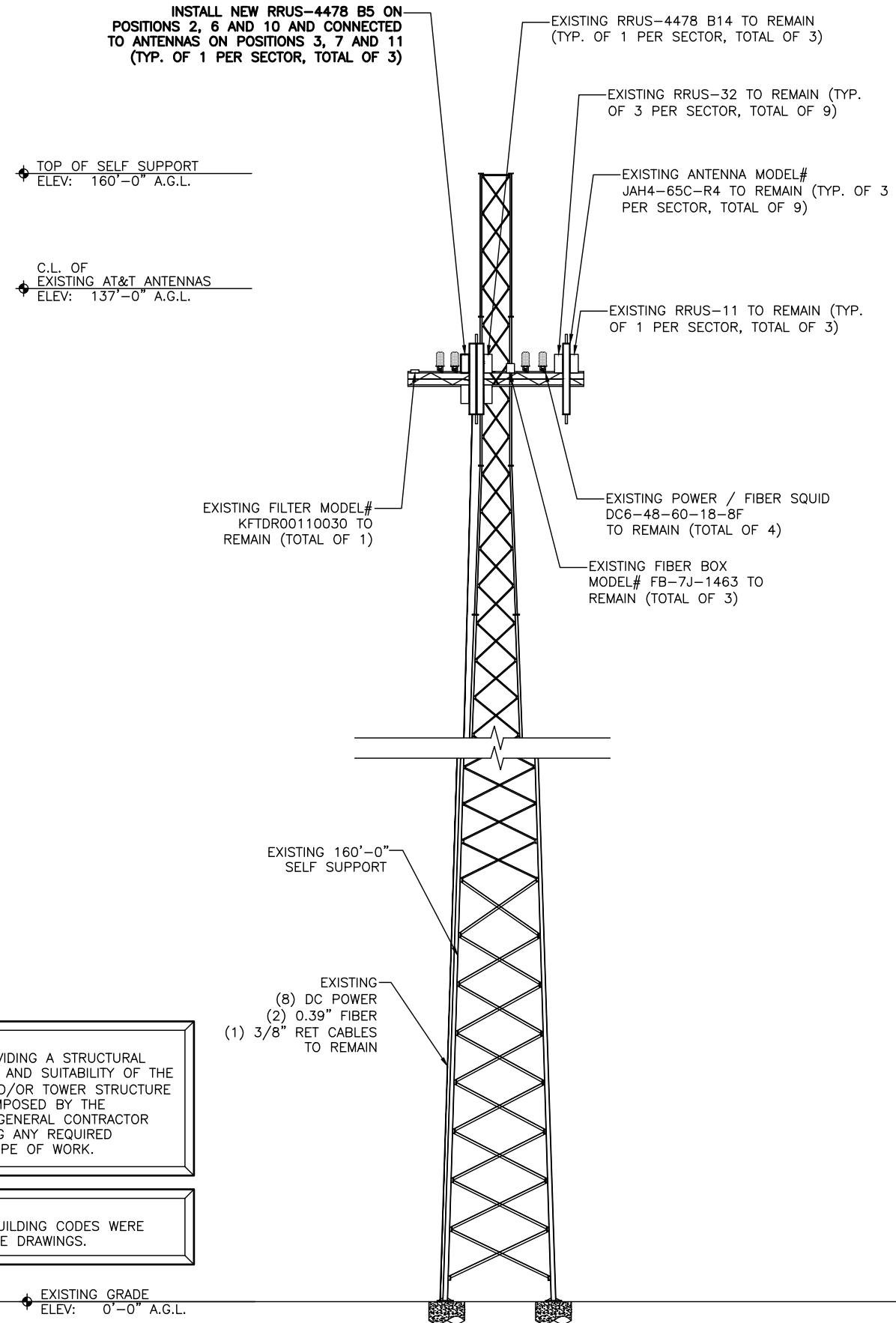
ADDRESS:  
1606 WHITAKER DRIVE  
FRIENDSWOOD, TX 77546

|                          |                          |
|--------------------------|--------------------------|
| CHECKED BY:<br><b>SR</b> | DATE:<br><b>07/24/19</b> |
|--------------------------|--------------------------|

SHEET TITLE:

**TOWER ELEVATIONS**

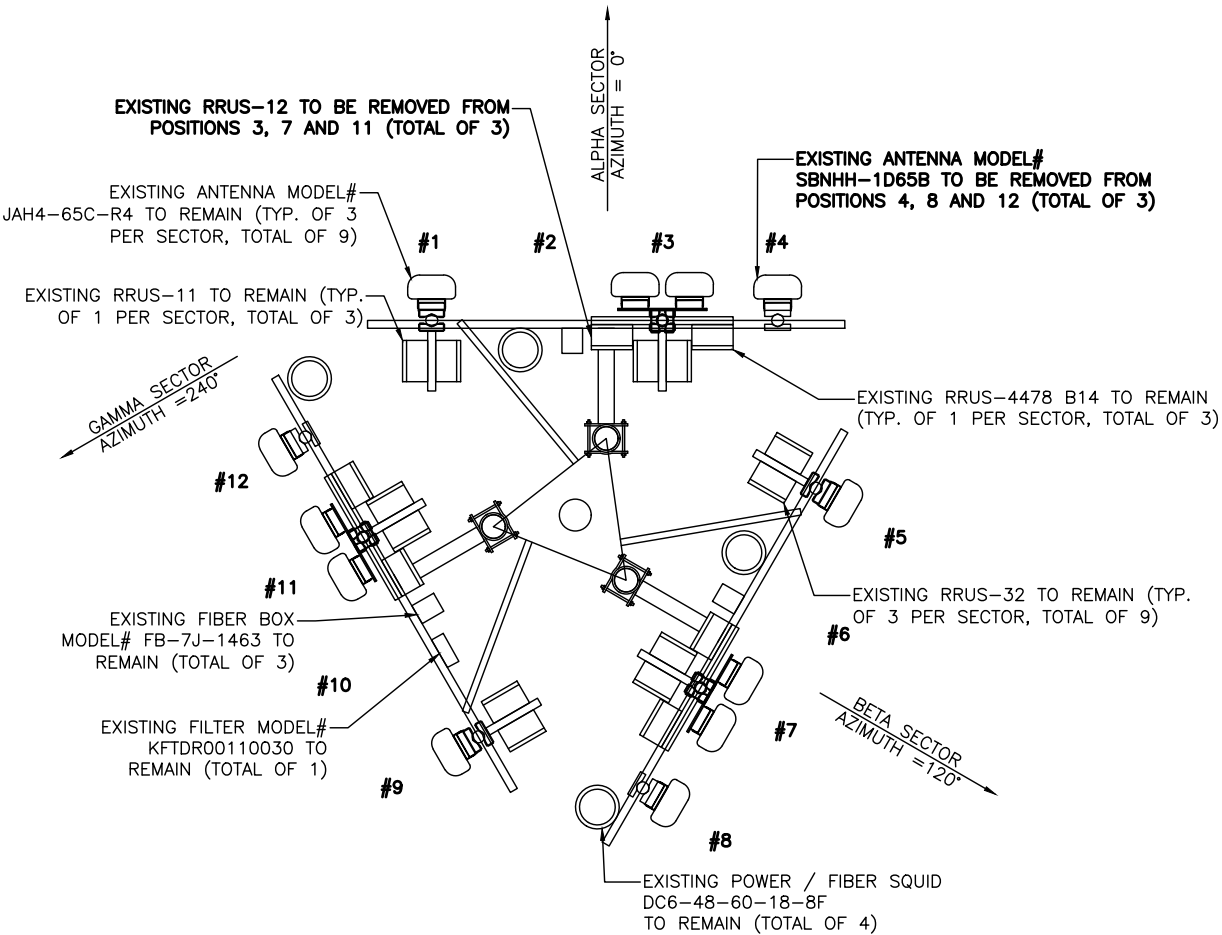
C-3



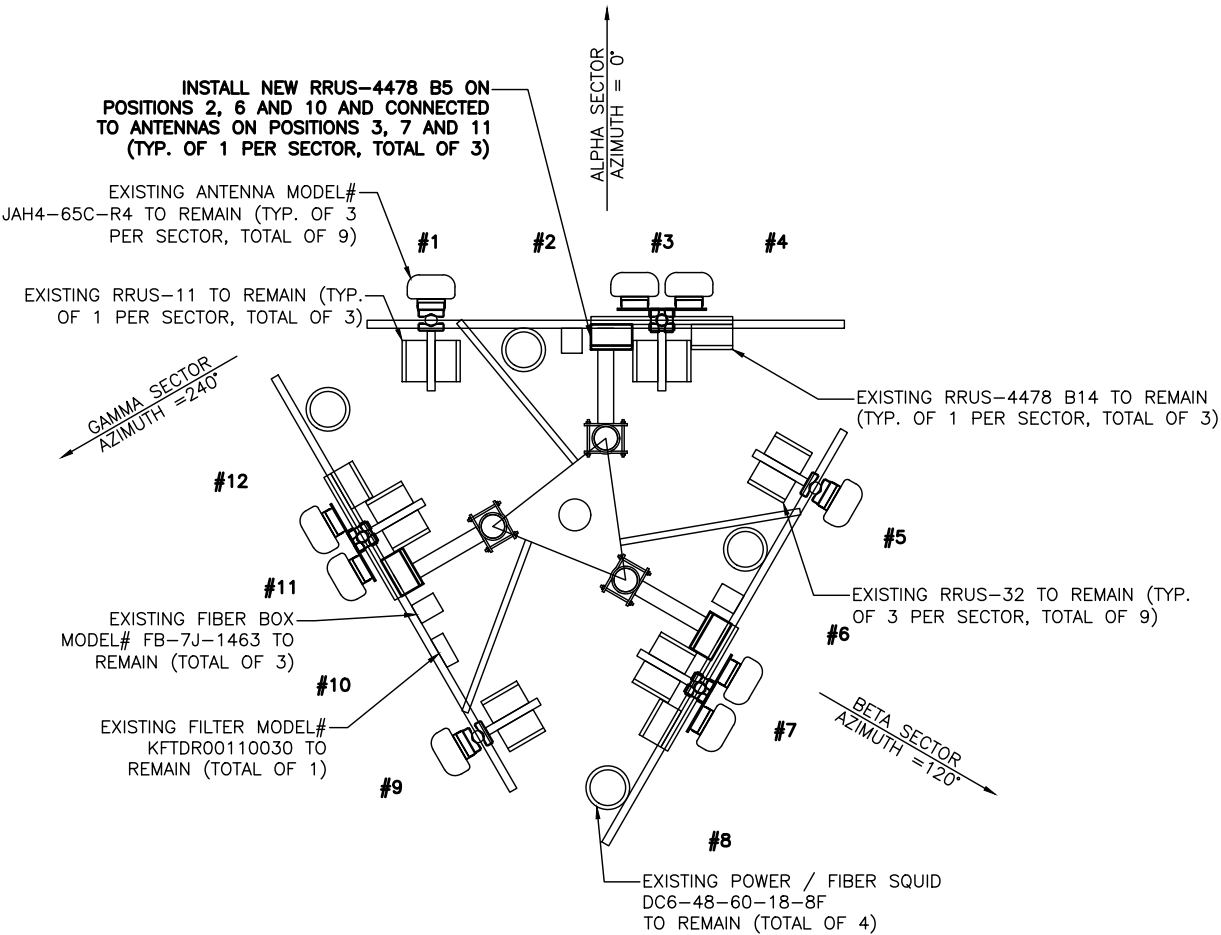
**NOTE:**  
THE 2015 AND THE 2012 INTERNATIONAL BUILDING CODES WERE  
CONSIDERED IN THE DEVELOPMENT OF THESE DRAWINGS.

GRAPHIC SCALE: 1/16"=1'-0"

0 8 16 32  
GRAPHIC SCALE: 1/16"=1'-0"



3 ANTENNA PLAN (EXISTING)  
SCALE: 1/4" = 1'-0"



4 ANTENNA PLAN (PROPOSED)  
SCALE: 1/4" = 1'-0"



PREPARED BY:

**NEXIUS**

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ENGINEERING OFFICE:  
7A LYBERTY WAY  
WESTFORD, MA 01886  
1 (972) 755-1882

CLIENT:

11930 AIRLINE DRIVE, HOUSTON, TX 77037

PROFESSIONAL STAMP:

STATE OF TEXAS

JACK T. PHIPPS

103850

LICENSED PROFESSIONAL ENGINEER

Designed by:

NEXIUS SOLUTIONS, INC. REGISTRATION NO. F-17972  
FIRM REGISTRATION RENEWAL 07/31/20  
PE LICENSE RENEWAL 06/30/20

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| A          | 07/05/19 | FOR REVIEW  | GS |
| B          | 07/11/19 | FOR REVIEW  | EN |
| 0          | 07/24/19 | FINAL CD    | EN |

SITE INFORMATION: TOWER OWNER:  
**AMERICAN TOWER CORPORATION**  
TOWER NUMBER:  
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SITE NAME:  
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FACE ID:  
**MRSTX056440**  
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**FRIENDSWOOD, TX 77546**

|             |          |
|-------------|----------|
| DRAWN BY:   | DATE:    |
| GS          | 07/05/19 |
| CHECKED BY: | DATE:    |
| SR          | 07/24/19 |

NEXIUS PTN:  
**3065A0P1YN**

SHEET TITLE:  
**ENLARGED ANTENNA PLANS**

SHEET NUMBER:  
**C-4**

| EXISTING              |                           |                  |                 |                  |         |             |                                                             |       |                                                             |                                            |                                                             |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
|-----------------------|---------------------------|------------------|-----------------|------------------|---------|-------------|-------------------------------------------------------------|-------|-------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|
| SECTOR                | ANTENNA TECHNOLOGY        | ANTENNA POSITION | MODEL           | RAD CENTER (AGL) | AZIMUTH | COAX CABLES | OTHER CABLES                                                | TMA'S | TOWER DIPLEXERS                                             | RRU'S                                      | OTHER DEVICES                                               |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
| A<br>L<br>P<br>H<br>A | LTE-700 / 1900            | #1               | JAH4-65C-R4     | 137'-0"          | 0°      | N/A         | (8) 0.78" 8AWG6 DC POWER<br>(2) 0.39" FIBER<br>(1) 3/8" RET | N/A   | N/A                                                         | (1) RRUS-11<br>(1) RRUS-32                 | (4) DC6-48-60-18-8F<br>(3) FFB-7J-1463<br>(1) KFTDR00110030 |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
|                       | N/A                       | #2               | N/A             |                  |         |             |                                                             | N/A   | N/A                                                         |                                            |                                                             |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
|                       | LTE-700 / 850 / AWS / WCS | #3               | (2) JAH4-65C-R4 |                  |         |             |                                                             | N/A   | N/A                                                         | (1) RRUS-12<br>(2) RRUS-32<br>(1) 4478 B14 |                                                             |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
|                       | N/A                       | #4               | SBNHH-1D65B     |                  |         |             |                                                             | N/A   | N/A                                                         | N/A                                        |                                                             |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
| B<br>E<br>T<br>A      | LTE-700 / 1900            | #5               | JAH4-65C-R4     | 137'-0"          | 120°    |             |                                                             | N/A   | (8) 0.78" 8AWG6 DC POWER<br>(2) 0.39" FIBER<br>(1) 3/8" RET | N/A                                        |                                                             | N/A                                                         | (1) RRUS-11<br>(1) RRUS-32                 | (4) DC6-48-60-18-8F<br>(3) FFB-7J-1463<br>(1) KFTDR00110030 |                                                             |                                                             |                                                             |
|                       | N/A                       | #6               | N/A             |                  |         |             |                                                             |       |                                                             | N/A                                        |                                                             | N/A                                                         | N/A                                        |                                                             |                                                             |                                                             |                                                             |
|                       | LTE-700 / 850 / AWS / WCS | #7               | (2) JAH4-65C-R4 |                  |         |             |                                                             |       |                                                             | N/A                                        |                                                             | N/A                                                         | (1) RRUS-12<br>(2) RRUS-32<br>(1) 4478 B14 |                                                             |                                                             |                                                             |                                                             |
|                       | N/A                       | #8               | SBNHH-1D65B     |                  |         |             |                                                             |       |                                                             | N/A                                        |                                                             | N/A                                                         | N/A                                        |                                                             |                                                             |                                                             |                                                             |
| G<br>A<br>M<br>M<br>A | LTE-700 / 1900            | #9               | JAH4-65C-R4     | 137'-0"          | 240°    |             |                                                             |       |                                                             | N/A                                        |                                                             | (8) 0.78" 8AWG6 DC POWER<br>(2) 0.39" FIBER<br>(1) 3/8" RET | N/A                                        |                                                             | N/A                                                         | (1) RRUS-11<br>(1) RRUS-32                                  | (4) DC6-48-60-18-8F<br>(3) FFB-7J-1463<br>(1) KFTDR00110030 |
|                       | N/A                       | #10              | N/A             |                  |         |             |                                                             |       |                                                             |                                            |                                                             |                                                             | N/A                                        |                                                             | N/A                                                         | N/A                                                         |                                                             |
|                       | LTE-700 / 850 / AWS / WCS | #11              | (2) JAH4-65C-R4 |                  |         |             |                                                             |       |                                                             |                                            |                                                             |                                                             | N/A                                        |                                                             | N/A                                                         | (1) RRUS-12<br>(2) RRUS-32<br>(1) 4478 B14                  |                                                             |
|                       | N/A                       | #12              | SBNHH-1D65B     |                  |         |             |                                                             |       |                                                             |                                            |                                                             |                                                             | N/A                                        |                                                             | N/A                                                         | N/A                                                         |                                                             |
| PROPOSED              |                           |                  |                 |                  |         |             |                                                             |       |                                                             |                                            |                                                             |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
| SECTOR                | ANTENNA TECHNOLOGY        | ANTENNA POSITION | MODEL           | RAD CENTER (AGL) | AZIMUTH | COAX CABLES | OTHER CABLES                                                |       |                                                             |                                            | TMA'S                                                       |                                                             | TOWER DIPLEXERS                            |                                                             | RRU'S                                                       | OTHER DEVICES                                               |                                                             |
| A<br>L<br>P<br>H<br>A | LTE-700 / 1900            | #1               | JAH4-65C-R4     | 137'-0"          | 0°      | N/A         | (8) 0.78" 8AWG6 DC POWER<br>(2) 0.39" FIBER<br>(1) 3/8" RET |       |                                                             |                                            | N/A                                                         |                                                             | N/A                                        |                                                             | (1) RRUS-11<br>(1) RRUS-32                                  | (4) DC6-48-60-18-8F<br>(3) FFB-7J-1463<br>(1) KFTDR00110030 |                                                             |
|                       | N/A                       | #2               | N/A             |                  |         |             |                                                             |       |                                                             |                                            | N/A                                                         |                                                             | N/A                                        |                                                             | (1) 4478 B5                                                 |                                                             |                                                             |
|                       | LTE-700 / 850 / AWS / WCS | #3               | (2) JAH4-65C-R4 |                  |         |             |                                                             | N/A   | N/A                                                         |                                            | (2) RRUS-32<br>(1) 4478 B14                                 |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
|                       | N/A                       | #4               | N/A             |                  |         |             |                                                             | N/A   | N/A                                                         |                                            | N/A                                                         |                                                             |                                            |                                                             |                                                             |                                                             |                                                             |
| B<br>E<br>T<br>A      | LTE-700 / 1900            | #5               | JAH4-65C-R4     | 137'-0"          | 120°    |             |                                                             | N/A   | (8) 0.78" 8AWG6 DC POWER<br>(2) 0.39" FIBER<br>(1) 3/8" RET |                                            | N/A                                                         |                                                             | N/A                                        | (1) RRUS-11<br>(1) RRUS-32                                  | (4) DC6-48-60-18-8F<br>(3) FFB-7J-1463<br>(1) KFTDR00110030 |                                                             |                                                             |
|                       | N/A                       | #6               | N/A             |                  |         |             |                                                             |       |                                                             |                                            | N/A                                                         |                                                             | N/A                                        | (1) 4478 B5                                                 |                                                             |                                                             |                                                             |
|                       | LTE-700 / 850 / AWS / WCS | #7               | (2) JAH4-65C-R4 |                  |         |             |                                                             |       |                                                             | N/A                                        | N/A                                                         | (2) RRUS-32<br>(1) 4478 B14                                 |                                            |                                                             |                                                             |                                                             |                                                             |
|                       | N/A                       | #8               | N/A             |                  |         |             |                                                             |       |                                                             | N/A                                        | N/A                                                         | N/A                                                         |                                            |                                                             |                                                             |                                                             |                                                             |
| G<br>A<br>M<br>M<br>A | LTE-700 / 1900            | #9               | JAH4-65C-R4     | 137'-0"          | 240°    |             |                                                             |       |                                                             | N/A                                        | (8) 0.78" 8AWG6 DC POWER<br>(2) 0.39" FIBER<br>(1) 3/8" RET | N/A                                                         | N/A                                        | (1) RRUS-11<br>(1) RRUS-32                                  |                                                             |                                                             | (4) DC6-48-60-18-8F<br>(3) FFB-7J-1463<br>(1) KFTDR00110030 |
|                       | N/A                       | #10              | N/A             |                  |         |             |                                                             |       |                                                             |                                            |                                                             | N/A                                                         | N/A                                        | (1) 4478 B5                                                 |                                                             |                                                             |                                                             |
|                       | LTE-700 / 850 / AWS / WCS | #11              | (2) JAH4-65C-R4 |                  |         |             |                                                             |       |                                                             |                                            |                                                             | N/A                                                         | N/A                                        | (2) RRUS-32<br>(1) 4478 B14                                 |                                                             |                                                             |                                                             |
|                       | N/A                       | #12              | N/A             |                  |         |             |                                                             |       |                                                             |                                            |                                                             | N/A                                                         | N/A                                        | N/A                                                         |                                                             |                                                             |                                                             |

PREPARED BY:

NEXIUS

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ENGINEERING OFFICE:  
7A LYBERTY WAY  
WESTFORD, MA 01886  
1 (972) 755-1882

CLIENT:



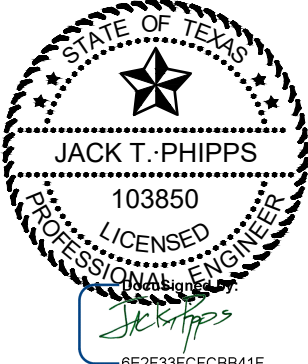
AT&T

Mobility

11930 AIRLINE DRIVE, HOUSTON, TX 77037

PROFESSIONAL STAMP:

STATE OF TEXAS



JACK T. PHIPPS

103850

LICENSED PROFESSIONAL ENGINEER

Drawn/Signed by:  


6E2F33FCFCBB41F...

NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972  
FIRM REGISTRATION RENEWAL 07/31/20  
PE LICENSE RENEWAL 06/30/20

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| B          | 07/11/19 | FOR REVIEW  | EN |
| 0          | 07/24/19 | FINAL CD    | EN |
|            |          |             |    |
|            |          |             |    |

SITE INFORMATION: TOWER OWNER:  
**AMERICAN TOWER CORPORATION**  
TOWER NUMBER:  
**268232**  
SITE NAME:  
**LAYFAIR PLACE**  
SITE NUMBER:  
**HX2276**  
FA LOCATION CODE:  
**12568558**  
FACE ID:  
**MRSTX056440**  
ADDRESS:  
**1606 WHITAKER DRIVE**  
**FRIENDSWOOD, TX 77546**

|             |                 |
|-------------|-----------------|
| DRAWN BY:   | DATE:           |
| <b>GS</b>   | <b>07/05/19</b> |
| CHECKED BY: | DATE:           |
| <b>SR</b>   | <b>07/24/19</b> |

NEXIUS PTN:  
**3065A0P1YN**

SHEET TITLE:  
**RF SCHEDULE**

SHEET NUMBER:  
**C-5**



| ERICSSON RRUS 4478 B5 |                  |
|-----------------------|------------------|
| DIMENSIONS (HxWxD)    | 16.5"x13.4"x7.7" |
| WEIGHT                | 59.9 lbs.        |

1

ERICSSON – 4478 B5

N.T.S.

PREPARED BY:

NEXIUS

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ENGINEERING OFFICE:  
7A LYBERTY WAY  
WESTFORD, MA 01886  
1 (972) 755-1882

CLIENT:



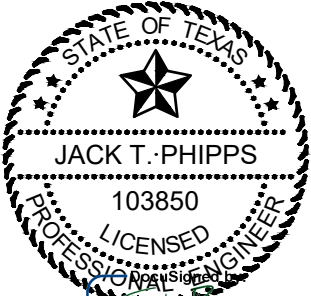
AT&T

Mobility

11930 AIRLINE DRIVE, HOUSTON, TX 77037

PROFESSIONAL STAMP:

STATE OF TEXAS



JACK T. PHIPPS

103850

LICENSED PROFESSIONAL ENGINEER

*[Signature]*

6E2F33FCFCBB41F...

NEXIUS SOLUTIONS, INC. TEXAS FIRM NO. F-17972  
FIRM REGISTRATION RENEWAL 07/31/20  
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|            |          |             |    |
|            |          |             |    |

SITE INFORMATION: TOWER OWNER:

AMERICAN TOWER CORPORATION

TOWER NUMBER:

268232

SITE NAME:

LAYFAIR PLACE

SITE NUMBER:

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FA LOCATION CODE:

12568558

FACE ID:

MRSTX056440

ADDRESS:

1606 WHITAKER DRIVE

FRIENDSWOOD, TX 77546

|             |          |
|-------------|----------|
| DRAWN BY:   | DATE:    |
| GS          | 07/05/19 |
| CHECKED BY: | DATE:    |
| SR          | 07/24/19 |

|             |
|-------------|
| NEXIUS PTN: |
| 3065A0P1YN  |

|                   |
|-------------------|
| SHEET TITLE:      |
| EQUIPMENT DETAILS |

|               |
|---------------|
| SHEET NUMBER: |
| C-6           |

## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the July 2019 Property Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

### SUMMARY / ORIGINATING CAUSE

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

### RECOMMENDATIONS

### ATTACHMENTS

1. Gal Co Tax July 2019



**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](mailto:galcotax@co.galveston.tx.us)



August 5, 2019

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 July, 2019 is true and correct.

Under my hand and seal this 5th day of August, 2019.

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  
San Leon MUD  
Tara Glen MUD  
GC Navigation District No. 1  
WCID No. 1  
WCID No. 12  
WCID No. 19  
Westwood Management District

08/01/2019 09:10:37 3272782  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 07/01/2019 THRU 07/31/2019  
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 35  
 INCLUDES AG ROLLBACK

| YEAR | FUND  | TAX RATE | LEVY PAID  | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|------------|----------------|------------------|------------|----------------|---------------|---------------|----------------|
| 2018 | M & O | .437173  | 85,356.98  | .00            | 4,311.30         | .00        | 89,668.28      | 3,855.58      | .00           | 93,523.86      |
|      | I & S | .095218  | 18,591.01  | .00            | 939.00           | .00        | 19,530.01      | .00           | .00           | 19,530.01      |
|      | TOTAL | .532391  | 103,947.99 | .00            | 5,250.30         | .00        | 109,198.29     | 3,855.58      | .00           | 113,053.87     |
| 2017 | M & O | .432349  | 219.71     | .00            | 713.08           | .00        | 932.79         | 797.40        | .00           | 1,730.19       |
|      | I & S | .095000  | 48.27      | .00            | 156.70           | .00        | 204.97         | .00           | .00           | 204.97         |
|      | TOTAL | .527349  | 267.98     | .00            | 869.78           | .00        | 1,137.76       | 797.40        | .00           | 1,935.16       |
| 2016 | M & O | .462000  | 864.11     | .00            | 332.52           | .00        | 1,196.63       | 217.84        | .00           | 1,414.47       |
|      | I & S | .084000  | 157.11     | .00            | 60.46            | .00        | 217.57         | .00           | .00           | 217.57         |
|      | TOTAL | .546000  | 1,021.22   | .00            | 392.98           | .00        | 1,414.20       | 217.84        | .00           | 1,632.04       |
| 2015 | M & O | .497200  | 865.35     | .00            | 434.34           | .00        | 1,299.69       | 225.55        | .00           | 1,525.24       |
|      | I & S | .071500  | 124.44     | .00            | 62.45            | .00        | 186.89         | .00           | .00           | 186.89         |
|      | TOTAL | .568700  | 989.79     | .00            | 496.79           | .00        | 1,486.58       | 225.55        | .00           | 1,712.13       |
| 2014 | M & O | .530300  | 641.00     | .00            | 359.10           | .00        | 1,000.10       | 222.60        | .00           | 1,222.70       |
|      | I & S | .061100  | 73.84      | .00            | 41.38            | .00        | 115.22         | .00           | .00           | 115.22         |
|      | TOTAL | .591400  | 714.84     | .00            | 400.48           | .00        | 1,115.32       | 222.60        | .00           | 1,337.92       |
| 2013 | M & O | .530300  | 807.22     | .00            | 505.39           | .00        | 1,312.61       | 197.20        | .00           | 1,509.81       |
|      | I & S | .061100  | 93.00      | .00            | 58.24            | .00        | 151.24         | .00           | .00           | 151.24         |
|      | TOTAL | .591400  | 900.22     | .00            | 563.63           | .00        | 1,463.85       | 197.20        | .00           | 1,661.05       |
| 2012 | M & O | .530700  | 405.03     | .00            | 222.13           | .00        | 627.16         | .00           | .00           | 627.16         |
|      | I & S | .066300  | 50.60      | .00            | 27.75            | .00        | 78.35          | .00           | .00           | 78.35          |
|      | TOTAL | .597000  | 455.63     | .00            | 249.88           | .00        | 705.51         | .00           | .00           | 705.51         |
| 2011 | M & O | .521800  | 397.32     | .00            | 240.90           | .00        | 638.22         | .00           | .00           | 638.22         |
|      | I & S | .068400  | 52.08      | .00            | 31.57            | .00        | 83.65          | .00           | .00           | 83.65          |
|      | TOTAL | .590200  | 449.40     | .00            | 272.47           | .00        | 721.87         | .00           | .00           | 721.87         |
| 2010 | M & O | .519800  | 398.43     | .00            | 265.81           | .00        | 664.24         | .00           | .00           | 664.24         |
|      | I & S | .065300  | 50.05      | .00            | 33.39            | .00        | 83.44          | .00           | .00           | 83.44          |
|      | TOTAL | .585100  | 448.48     | .00            | 299.20           | .00        | 747.68         | .00           | .00           | 747.68         |
| 2009 | M & O | .499700  | 385.75     | .00            | 322.34           | .00        | 708.09         | 80.99         | .00           | 789.08         |
|      | I & S | .080000  | 61.76      | .00            | 51.60            | .00        | 113.36         | .00           | .00           | 113.36         |
|      | TOTAL | .579700  | 447.51     | .00            | 373.94           | .00        | 821.45         | 80.99         | .00           | 902.44         |
| 2008 | M & O | .509700  | 101.94     | .00            | 79.51            | .00        | 181.45         | .00           | .00           | 181.45         |
|      | I & S | .070000  | 14.00      | .00            | 10.92            | .00        | 24.92          | .00           | .00           | 24.92          |
|      | TOTAL | .579700  | 115.94     | .00            | 90.43            | .00        | 206.37         | .00           | .00           | 206.37         |



TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
FROM: 07/01/2019 THRU 07/31/2019  
JURISDICTION: 0337 FRIENDWD CITY

08/01/2019 09:10:37 3272782  
TC298-D SELECTION: DEPOSIT  
RECEIPT DATE: ALL  
LOCATION: ALL

| YEAR | FUND  | TAX RATE | LEVY PAID  | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|------------|----------------|------------------|------------|----------------|----------|------------|---------------|----------------|
| ALL  | M & O |          | 90,442.84  | .00            | 7,786.42         | .00        | 98,229.26      | 5,597.16 | .00        | .00           | 103,826.42     |
| ALL  | I & S |          | 19,316.16  | .00            | 1,473.46         | .00        | 20,789.62      | .00      | .00        | .00           | 20,789.62      |
| ALL  | TOTAL |          | 109,759.00 | .00            | 9,259.88         | .00        | 119,018.88     | 5,597.16 | .00        | .00           | 124,616.04     |
| DLQ  | M & O |          | 5,085.86   | .00            | 3,475.12         | .00        | 8,560.98       | 1,741.58 | .00        | .00           | 10,302.56      |
| DLQ  | I & S |          | 725.15     | .00            | 534.46           | .00        | 1,259.61       | .00      | .00        | .00           | 1,259.61       |
| DLQ  | TOTAL |          | 5,811.01   | .00            | 4,009.58         | .00        | 9,820.59       | 1,741.58 | .00        | .00           | 11,562.17      |
| CURR | M & O |          | 85,356.98  | .00            | 4,311.30         | .00        | 89,668.28      | 3,855.58 | .00        | .00           | 93,523.86      |
| CURR | I & S |          | 18,591.01  | .00            | 939.00           | .00        | 19,530.01      | .00      | .00        | .00           | 19,530.01      |
| CURR | TOTAL |          | 103,947.99 | .00            | 5,250.30         | .00        | 109,198.29     | 3,855.58 | .00        | .00           | 113,053.87     |

| YEAR DEPOSIT     | ACCOUNT NUMBER | EFF<br>YR/MO | LEVY<br>PAID | DISCOUNT<br>GIVEN | PENALTY<br>INTEREST | ATTORNEY CAUSE /REV | REFUND<br>AMOUNT | PAYMENT<br>AMOUNT CAT |
|------------------|----------------|--------------|--------------|-------------------|---------------------|---------------------|------------------|-----------------------|
| 2016 RF190709    | 423164         | 201611       | 0.00         | 0.00              | 0.00                | 0.00 16S2           | 5.46-            | 5.46-RF               |
| 2016 RF190709    | 423164         | 201611       | 5.46-        | 0.00              | 0.00                | 0.00 16S2           | 5.46             | 0.00 RF               |
| 2016 TOTAL       |                |              | 5.46-        | 0.00              | 0.00                | 0.00                | 0.00             | 5.46-                 |
| 2017 762071519TR | 10631800000005 | 201905       | 342.80-      | 0.00              | 95.99-              | 87.76-2017          | 0.00             | 526.55-TR             |
| 2017 786071619T  | 10631800000005 | 201905       | 657.39-      | 0.00              | 184.07-             | 168.29-2017         | 0.00             | 1,009.75-TR           |
| 2017 RF190718    | 1227720020020  | 201710       | 131.84-      | 0.00              | 0.00                | 0.00 HK22           | 131.84           | 0.00 RF               |
| 2017 RF190718    | 1227720020020  | 201710       | 0.00         | 0.00              | 0.00                | 0.00 HK22           | 131.84-          | 131.84-RF             |
| 2017 RF190709    | 184211         | 201712       | 257.58-      | 0.00              | 0.00                | 0.00 17S1           | 257.58           | 0.00 RF               |
| 2017 RF190709    | 184211         | 201712       | 0.00         | 0.00              | 0.00                | 0.00 17S1           | 257.58-          | 257.58-RF             |
| 2017 RF190709    | 233295         | 201712       | 0.00         | 0.00              | 0.00                | 0.00 17S1           | 933.11-          | 933.11-RF             |
| 2017 RF190709    | 233295         | 201712       | 933.11-      | 0.00              | 0.00                | 0.00 17S1           | 933.11           | 0.00 RF               |
| 2017 RF190709    | 296622         | 201804       | 1,003.23-    | 0.00              | 110.36-             | 0.00 17S1           | 1,113.59         | 0.00 RF               |
| 2017 RF190709    | 296622         | 201804       | 0.00         | 0.00              | 0.00                | 0.00 17S1           | 1,113.59-        | 1,113.59-RF           |
| 2017 RF190709    | 380058         | 201712       | 0.00         | 0.00              | 0.00                | 0.00 17S1           | 386.72-          | 386.72-RF             |
| 2017 RF190709    | 380058         | 201712       | 386.72-      | 0.00              | 0.00                | 0.00 17S1           | 386.72           | 0.00 RF               |
| 2017 RF190709    | 423164         | 201711       | 5.28-        | 0.00              | 0.00                | 0.00 17S1           | 5.28             | 0.00 RF               |
| 2017 RF190709    | 423164         | 201711       | 0.00         | 0.00              | 0.00                | 0.00 17S1           | 5.28-            | 5.28-RF               |
| 2017 RF190709    | 516842         | 201712       | 0.00         | 0.00              | 0.00                | 0.00 17S1           | 614.60-          | 614.60-RF             |
| 2017 RF190709    | 516842         | 201712       | 614.60-      | 0.00              | 0.00                | 0.00 17S1           | 614.60           | 0.00 RF               |
| 2017 TOTAL       |                |              | 4,332.55-    | 0.00              | 390.42-             | 256.05-             | 0.00             | 4,979.02-             |
| 2018 RF190715    | 1043990010022  | 201812       | 108.90-      | 0.00              | 0.00                | 0.00 HK10           | 108.90           | 0.00 RF               |
| 2018 RF190715    | 1043990010022  | 201812       | 0.00         | 0.00              | 0.00                | 0.00 HK10           | 108.90-          | 108.90-RF             |
| 2018 RF190715    | 1055750000038  | 201812       | 0.00         | 0.00              | 0.00                | 0.00 HK10           | 199.32-          | 199.32-RF             |
| 2018 RF190715    | 1055750000038  | 201812       | 199.32-      | 0.00              | 0.00                | 0.00 HK10           | 199.32           | 0.00 RF               |
| 2018 762071519TR | 10631800000005 | 201905       | 419.15-      | 0.00              | 54.49-              | 0.00 CERT           | 0.00             | 473.64-TR             |
| 2018 762071519TR | 10631800000005 | 201905       | 590.60-      | 0.00              | 76.77-              | 0.00 CERT           | 0.00             | 667.37-TR             |
| 2018 RF190715    | 1198830020001  | 201901       | 0.00         | 0.00              | 0.00                | 0.00 HK10           | 2,773.41-        | 2,773.41-RF           |
| 2018 RF190715    | 1198830020001  | 201901       | 2,773.41-    | 0.00              | 0.00                | 0.00 HK10           | 2,773.41         | 0.00 RF               |
| 2018 RF190718    | 1227720020020  | 201810       | 144.90-      | 0.00              | 0.00                | 0.00 HK11           | 144.90           | 0.00 RF               |
| 2018 RF190718    | 1227720020020  | 201810       | 0.00         | 0.00              | 0.00                | 0.00 HK11           | 144.90-          | 144.90-RF             |
| 2018 RF190715    | 1254280060007  | 201812       | 0.00         | 0.00              | 0.00                | 0.00 HK10           | 534.37-          | 534.37-RF             |
| 2018 RF190715    | 1254280060007  | 201812       | 534.37-      | 0.00              | 0.00                | 0.00 HK10           | 534.37           | 0.00 RF               |
| 2018 RF190715    | 1277950080012  | 201901       | 562.93-      | 0.00              | 0.00                | 0.00 HK10           | 562.93           | 0.00 RF               |
| 2018 RF190715    | 1277950080012  | 201901       | 0.00         | 0.00              | 0.00                | 0.00 HK10           | 562.93-          | 562.93-RF             |
| 2018 RF190715    | 1294700060029  | 201906       | 287.32-      | 0.00              | 43.10-              | 0.00 HK10           | 330.42           | 0.00 RF               |
| 2018 RF190715    | 1294700060029  | 201906       | 0.00         | 0.00              | 0.00                | 0.00 HK10           | 330.42-          | 330.42-RF             |
| 2018 RF190715    | 1294700060029  | 201901       | 133.10-      | 0.00              | 0.00                | 0.00 18S0           | 133.10           | 0.00 RF               |
| 2018 RF190709    | 168753         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 133.10-          | 133.10-RF             |
| 2018 RF190709    | 168753         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 CERT           | 212.88-          | 212.88-RF             |
| 2018 RF190717    | 168960         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 CERT           | 212.88-          | 212.88-RF             |

| YEAR DEPOSIT      | ACCOUNT NUMBER | EFF<br>YR/MO | LEVY<br>PAID | DISCOUNT<br>GIVEN | PENALTY<br>INTEREST | ATTORNEY CAUSE /REV | REFUND<br>AMOUNT | PAYMENT<br>AMOUNT CAT |
|-------------------|----------------|--------------|--------------|-------------------|---------------------|---------------------|------------------|-----------------------|
| 2018 RF190717     | 168960         | 201812       | 212.88-      | 0.00              | 0.00                | 0.00 CERT           | 212.88           | 0.00 RF               |
| 2018 RF190709     | 184211         | 201812       | 257.43-      | 0.00              | 0.00                | 0.00 18S0           | 257.43           | 0.00 RF               |
| 2018 RF190709     | 184211         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 257.43-          | 257.43-RF             |
| 2018 786073019T2  | 184223         | 201905       | 329.22-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 329.22-TR             |
| 2018 RF190717     | 200454         | 201901       | 441.71-      | 0.00              | 0.00                | 0.00 CERT           | 441.71-          | 0.00 RF               |
| 2018 RF190717     | 200454         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 CERT           | 441.71-          | 441.71-RF             |
| 2018 RF190709     | 200513         | 201812       | 329.03-      | 0.00              | 0.00                | 0.00 18S0           | 329.03           | 0.00 RF               |
| 2018 RF190709     | 200513         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 329.03-          | 329.03-RF             |
| 2018 RF190709     | 201006         | 201812       | 274.92-      | 0.00              | 0.00                | 0.00 18S0           | 274.92           | 0.00 RF               |
| 2018 RF190709     | 201006         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 274.92-          | 274.92-RF             |
| 2018 RF190709     | 201070         | 201812       | 133.10-      | 0.00              | 0.00                | 0.00 18S0           | 133.10-          | 133.10-RF             |
| 2018 RF190709     | 201070         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 133.10           | 0.00 RF               |
| 2018 RF190709     | 201448         | 201901       | 243.87-      | 0.00              | 0.00                | 0.00 18S0           | 243.87-          | 243.87-RF             |
| 2018 RF190709     | 201448         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 243.87           | 0.00 RF               |
| 2018 HP FIX 0701  | 202266         | 201907       | 102.31-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 102.31-TR             |
| 2018 HP FIX 0701  | 202266         | 201907       | 102.31-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 102.31-TR             |
| 2018 HP FIX 0701  | 202266         | 201907       | 102.32-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 102.32-TR             |
| 2018 RF190709     | 202591         | 201810       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 160.98-          | 160.98-RF             |
| 2018 RF190709     | 202591         | 201810       | 160.98-      | 0.00              | 0.00                | 0.00 18S0           | 160.98           | 0.00 RF               |
| 2018 RF190709     | 202618         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 195.34-          | 195.34-RF             |
| 2018 RF190709     | 202618         | 201812       | 195.34-      | 0.00              | 0.00                | 0.00 18S0           | 195.34           | 0.00 RF               |
| 2018 RF190709     | 203066         | 201901       | 209.37-      | 0.00              | 0.00                | 0.00 18S0           | 209.37           | 0.00 RF               |
| 2018 RF190709     | 203066         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 209.37-          | 209.37-RF             |
| 2018 RF190709     | 219339         | 201901       | 133.10-      | 0.00              | 0.00                | 0.00 18S0           | 133.10           | 0.00 RF               |
| 2018 RF190709     | 219339         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 133.10-          | 133.10-RF             |
| 2018 RF190709     | 233295         | 201812       | 833.21-      | 0.00              | 0.00                | 0.00 18S0           | 833.21           | 0.00 RF               |
| 2018 RF190709     | 233295         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 833.21-          | 833.21-RF             |
| 2018 RF190709     | 233448         | 201901       | 451.91-      | 0.00              | 0.00                | 0.00 18S0           | 451.91-          | 451.91-RF             |
| 2018 RF190709     | 233448         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 451.91           | 0.00 RF               |
| 2018 RF190709     | 233448         | 201901       | 292.44-      | 0.00              | 0.00                | 0.00 18S0           | 292.44           | 0.00 RF               |
| 2018 RF190709     | 292242         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 292.44-          | 292.44-RF             |
| 2018 HP FIX 0701  | 292242         | 201812       | 166.78-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 166.78-TR             |
| 2018 HP FIX 0701  | 292367         | 201907       | 166.79-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 166.79-TR             |
| 2018 HP FIX 0701  | 292367         | 201907       | 166.79-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 166.79-TR             |
| 2018 RF190709     | 293513         | 201907       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 133.10-          | 133.10-RF             |
| 2018 RF190709     | 293513         | 201901       | 133.10-      | 0.00              | 0.00                | 0.00 18S0           | 133.10           | 0.00 RF               |
| 2018 RF190709     | 296622         | 201904       | 644.20-      | 0.00              | 0.00                | 0.00 18S0           | 715.07           | 0.00 RF               |
| 2018 RF190709     | 296622         | 201904       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 715.07-          | 715.07-RF             |
| 2018 HP FIX 0701  | 303305         | 201907       | 212.94-      | 0.00              | 0.00                | 0.00 18S1           | 0.00             | 212.94-TR             |
| 2018 HP FIX 0701  | 303305         | 201907       | 212.94-      | 0.00              | 0.00                | 0.00 18S1           | 0.00             | 212.94-TR             |
| 2018 HP FIX 0701  | 303305         | 201907       | 212.93-      | 0.00              | 0.00                | 0.00 18S1           | 0.00             | 212.93-TR             |
| 2018 RF190709     | 306852         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 133.10-          | 133.10-RF             |
| 2018 RF190709     | 306852         | 201812       | 133.10-      | 0.00              | 0.00                | 0.00 18S0           | 133.10           | 0.00 RF               |
| 2018 857875070919 | 310239         | 201812       | 1,577.85-    | 0.00              | 284.00-             | 372.37-CERT         | 0.00             | 2,234.22-TR           |
| 2018 RF190709     | 310412         | 201812       | 335.34-      | 0.00              | 0.00                | 0.00 18S0           | 335.34           | 0.00 RF               |

| YEAR DEPOSIT     | ACCOUNT NUMBER | EFF<br>YR/MO | LEVY<br>PAID | DISCOUNT<br>GIVEN | PENALTY<br>INTEREST | ATTORNEY CAUSE /REV | REFUND<br>AMOUNT | PAYMENT<br>AMOUNT CAT |
|------------------|----------------|--------------|--------------|-------------------|---------------------|---------------------|------------------|-----------------------|
| 2018 RF190709    | 310412         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 335.34-          | 335.34-RF             |
| 2018 RF190709    | 380058         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 390.41-          | 390.41-RF             |
| 2018 RF190709    | 380058         | 201812       | 390.41-      | 0.00              | 0.00                | 0.00 18S0           | 390.41-          | 0.00 RF               |
| 2018 RF190709    | 380071         | 201812       | 391.36-      | 0.00              | 0.00                | 0.00 18S0           | 391.36-          | 0.00 RF               |
| 2018 RF190709    | 380071         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 391.36-          | 391.36-RF             |
| 2018 RF190709    | 405855         | 201812       | 720.91-      | 0.00              | 0.00                | 0.00 18S0           | 720.91-          | 0.00 RF               |
| 2018 RF190709    | 405855         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 720.91-          | 720.91-RF             |
| 2018 RF190709    | 413131         | 201812       | 556.88-      | 0.00              | 0.00                | 0.00 18S0           | 556.88           | 0.00 RF               |
| 2018 RF190709    | 413131         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 556.88-          | 556.88-RF             |
| 2018 RF190709    | 420084         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 432.24-          | 432.24-RF             |
| 2018 RF190709    | 420084         | 201901       | 432.24-      | 0.00              | 0.00                | 0.00 18S0           | 432.24-          | 0.00 RF               |
| 2018 RF190709    | 423164         | 201811       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 5.33-            | 5.33-RF               |
| 2018 RF190709    | 423164         | 201811       | 5.33-        | 0.00              | 0.00                | 0.00 18S0           | 5.33-            | 0.00 RF               |
| 2018 RF190709    | 508787         | 201906       | 424.11-      | 63.62-            | 63.62-              | 0.00 CERT           | 0.00             | 487.73-RF             |
| 2018 RF190709    | 515492         | 201901       | 79.38-       | 0.00              | 0.00                | 0.00 18S0           | 79.38            | 0.00 RF               |
| 2018 RF190709    | 515492         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 79.38-           | 79.38-RF              |
| 2018 HP FIX 0701 | 516097         | 201907       | 267.04-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 267.04-RF             |
| 2018 HP FIX 0701 | 516097         | 201907       | 267.05-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 267.05-RF             |
| 2018 HP FIX 0701 | 516097         | 201907       | 267.05-      | 0.00              | 0.00                | 0.00 CERT           | 0.00             | 267.05-RF             |
| 2018 RF190709    | 516842         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 620.45-          | 620.45-RF             |
| 2018 RF190709    | 516842         | 201901       | 620.45-      | 0.00              | 0.00                | 0.00 18S0           | 620.45-          | 0.00 RF               |
| 2018 RF190709    | 601264         | 201901       | 548.97-      | 0.00              | 0.00                | 0.00 18S0           | 548.97           | 0.00 RF               |
| 2018 RF190709    | 601264         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 548.97-          | 548.97-RF             |
| 2018 RF190709    | 601264         | 201901       | 427.61-      | 0.00              | 0.00                | 0.00 18S0           | 427.61           | 0.00 RF               |
| 2018 RF190709    | 601982         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 427.61-          | 427.61-RF             |
| 2018 RF190709    | 606724         | 201812       | 798.42-      | 0.00              | 0.00                | 0.00 18S0           | 798.42-          | 798.42-RF             |
| 2018 RF190709    | 606724         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 798.42-          | 0.00 RF               |
| 2018 RF190709    | 610600         | 201901       | 768.87-      | 0.00              | 0.00                | 0.00 18S0           | 768.87           | 0.00 RF               |
| 2018 RF190709    | 610600         | 201901       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 768.87-          | 768.87-RF             |
| 2018 RF190709    | 612672         | 201812       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 23.96-           | 23.96-RF              |
| 2018 RF190709    | 612672         | 201812       | 23.96-       | 0.00              | 0.00                | 0.00 18S0           | 23.96            | 0.00 RF               |
| 2018 RF190709    | 612903         | 201902       | 556.90-      | 38.98-            | 38.98-              | 0.00 18S0           | 595.88           | 0.00 RF               |
| 2018 RF190709    | 612903         | 201902       | 0.00         | 0.00              | 0.00                | 0.00 18S0           | 595.88-          | 595.88-RF             |
| 2018 RF190715    | H410110000001  | 201901       | 0.04-        | 0.00              | 0.00                | 0.00 HK102006-15    | 0.04             | 0.00 RF               |
| 2018 RF190715    | H410110000001  | 201901       | 0.00         | 0.00              | 0.00                | 0.00 HK102006-15    | 0.04-            | 0.04-RF               |
| 2018 TOTAL       |                |              | 22,069.19-   | 0.00              | 631.83-             | 372.37-             | 0.00             | 23,073.39-            |

3272782

TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
REVERSALS DETAIL SCHEDULE  
FROM: 07/01/2019 THRU 07/31/2019  
JURISDICTION: 337 FRIENDWD CITY

PAGE: 128  
INCLUDES AG ROLLBACK

| YEAR DEPOSIT | ACCOUNT NUMBER  | EFF<br>YR/MO | LEVY<br>PAID | DISCOUNT<br>GIVEN | PENALTY<br>INTEREST | ATTORNEY CAUSE /REV | REFUND<br>AMOUNT | PAYMENT<br>AMOUNT CAT |
|--------------|-----------------|--------------|--------------|-------------------|---------------------|---------------------|------------------|-----------------------|
|              | TOTAL REVERSALS |              | 26,407.20-   | 0.00              | 1,022.25-           | 628.42-             | 0.00             | 28,057.87-            |

TAX COLLECTION SYSTEM  
TAX COLLECTOR MONTHLY REPORT  
FROM 08/01/2018 TO 07/31/2019

3272783

08/01/2019 09:27:0  
TC168

FISCAL START: 08/01/2018 END: 07/31/2019 JURISDICTION: 0337 FRIENDWD CITY

| YEAR | TAXES DUE     | MONTH ADJ  | ADJUSTMENT YTD | LEVY PAID     | PAID YTD      | BALANCE    | COLL % | YTD UNCOLL |
|------|---------------|------------|----------------|---------------|---------------|------------|--------|------------|
| 2018 | 17,123,229.32 | 828,904.33 | 828,904.33     | 17,744,860.55 | 17,744,860.55 | 207,273.10 | 98.85  | 7.99-      |
| 2017 | 166,852.29    | 13,241.97- | 13,241.97-     | 108,060.70    | 108,060.70    | 45,549.62  | 70.35  | 0.00       |
| 2016 | 44,211.77     | 1,892.64   | 1,892.64       | 22,063.68     | 22,063.68     | 24,040.73  | 47.86  | 0.00       |
| 2015 | 21,670.94     | 5,173.32   | 5,173.32       | 8,346.44      | 8,346.44      | 18,497.82  | 31.09  | 0.00       |
| 2014 | 22,349.21     | 2,897.38   | 2,897.38       | 6,596.74      | 6,596.74      | 18,649.85  | 26.13  | 0.00       |
| 2013 | 17,333.06     | 1,146.66   | 1,146.66       | 4,606.77      | 4,606.77      | 13,872.95  | 24.93  | 0.00       |
| 2012 | 13,775.53     | .00        | .00            | 1,736.08      | 1,736.08      | 12,039.45  | 12.60  | 0.00       |
| 2011 | 13,156.57     | .00        | .00            | 1,730.10      | 1,730.10      | 11,426.47  | 13.15  | 0.00       |
| 2010 | 12,173.22     | .00        | .00            | 1,581.87      | 1,581.87      | 10,591.35  | 12.99  | 0.00       |
| 2009 | 13,941.29     | .00        | .00            | 1,779.68      | 1,779.68      | 12,161.61  | 12.77  | 0.00       |
| 2008 | 10,617.22     | .00        | .00            | 1,504.95      | 1,504.95      | 9,112.27   | 14.17  | 0.00       |
| 2007 | 3,846.68      | .00        | .00            | 1,236.68      | 1,236.68      | 2,610.00   | 32.15  | 0.00       |
| 2006 | 3,780.84      | .00        | .00            | 987.61        | 987.61        | 2,793.23   | 26.12  | 0.00       |
| 2005 | 2,416.01      | .00        | .00            | 987.61        | 987.61        | 1,428.40   | 40.88  | 0.00       |
| 2004 | 650.49        | .00        | .00            | .00           | .00           | 650.49     | 0.00   | 0.00       |
| 2003 | 647.12        | .00        | .00            | .00           | .00           | 647.12     | 0.00   | 0.00       |
| 2002 | 924.85        | .00        | .00            | .00           | .00           | 924.85     | 0.00   | 0.00       |
| 2001 | 941.66        | .00        | .00            | .00           | .00           | 941.66     | 0.00   | 0.00       |
| 2000 | 996.69        | .00        | .00            | .00           | .00           | 996.69     | 0.00   | 0.00       |
| 1999 | 481.49        | .00        | .00            | .00           | .00           | 481.49     | 0.00   | 0.00       |
| 1998 | 551.21        | .00        | .00            | .00           | .00           | 551.21     | 0.00   | 0.00       |
| 1997 | 0.00          | .00        | .00            | .00           | .00           | 0.00       | 0.00   | 0.00       |
| ***  | 17,474,547.46 | 826,772.36 | 826,772.36     | 17,906,079.46 | 17,906,079.46 | 395,240.36 |        | 7.99-      |

## ALL PROPERTY

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

## INCLUDES AG ROLLBACK

|                 | CERTIFIED<br>ROLL | ROLL AS OF<br>08/01/2018 | SUPPLEMENTALS<br>THIS PERIOD | ADJUSTMENTS<br>THIS PERIOD | NET CHANGE<br>THIS PERIOD | ROLL AS OF<br>07/31/2019 |
|-----------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| LAND VALUE      | 4,207,374,518     | 3,589,474,109            | 72,136,838                   | 704,255-                   | 71,432,583                | 3,660,906,692            |
| AG EXCLUSION    | 23,842,910        | 23,842,910               | 1,070,642                    | 3,088-                     | 1,067,554                 | 24,910,464               |
| IMPROVEMENTS    | 617,900,409       | 617,900,409              | 181,497,192                  | 2,961,258-                 | 178,535,934               | 796,436,343              |
| APPRAISED VALUE | 4,207,374,518     | 4,207,374,518            | 253,634,030                  | 3,665,513-                 | 249,968,517               | 4,457,343,035            |
| EXEMPTIONS      | 891,117,422       | 891,117,422              | 80,619,225                   | 9,857,370                  | 91,544,149                | 982,661,571              |
| TAXABLE VALUE   | 3,292,414,186     | 3,292,414,186            | 171,944,163                  | 13,519,795-                | 158,424,368               | 3,450,838,554            |
| LEVY            | 17,123,229.32     | 17,123,229.32            | 1,170,537.58                 | 341,633.25-                | 828,904.33                | 17,952,133.65            |
| UNCOLLECTIBLE   | .00               | 7.99                     | .00                          | .00                        | .00                       | 7.99                     |
| RECEIVABLE      |                   |                          |                              |                            | .00                       |                          |

## EXEMPTION COUNTS:

|              |        |        |     |    |    |        |
|--------------|--------|--------|-----|----|----|--------|
| HOMESTEADS   | 10,001 | 10,001 | 483 | 69 | 72 | 10,073 |
| OVER 65      | 2,897  | 2,897  | 143 | 41 | 45 | 2,942  |
| DISABLED     | 0      | 0      | 2   | 5  | 5  | 5      |
| VETERAN      | 204    | 204    | 15  | 4- | 6- | 198    |
| TOTAL EXEMPT | 0      | 0      | 0   | 0  | 0  | 0      |



## ALL PROPERTY

TAX COLLECTION SYSTEM  
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
FOR TAX YEAR: 2017  
JURISDICTION: 0337 FRIENDWD CITY

## INCLUDES AG ROLLBACK

|                 | CERTIFIED<br>ROLL | ROLL AS OF<br>08/01/2019 | SUPPLEMENTALS<br>THIS PERIOD | ADJUSTMENTS<br>THIS PERIOD | NET CHANGE<br>THIS PERIOD | ROLL AS OF<br>07/31/2019 |
|-----------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| LAND VALUE      | 4,271,816,787     | 3,655,904,976            | 2,176,969                    | 186,620-                   | 1,990,349                 | 3,657,895,325            |
| AG EXCLUSION    | 18,989,755        | 18,989,755               | 0                            | 1,380-                     | 1,380-                    | 18,988,375               |
| IMPROVEMENTS    | 615,911,811       | 615,911,811              | 382,645                      | 896,278-                   | 513,633-                  | 615,398,178              |
| APPRAISED VALUE | 4,271,816,787     | 4,271,816,787            | 2,559,614                    | 1,082,898-                 | 1,476,716                 | 4,273,293,503            |
| EXEMPTIONS      | 988,826,434       | 988,826,434              | 2,478,309                    | 1,709,283                  | 4,186,212                 | 993,012,646              |
| TAXABLE VALUE   | 3,264,000,598     | 3,264,000,598            | 81,305                       | 2,790,801-                 | 2,709,496-                | 3,261,291,102            |
| LEVY            | 166,852.29        | 166,852.29               | 436.65                       | 13,678.62-                 | 13,241.97-                | 153,610.32               |
| UNCOLLECTIBLE   | .00               | .00                      | .00                          | .00                        | .00                       | .00                      |
| RECEIVABLE      |                   |                          |                              |                            | .00                       |                          |

## EXEMPTION COUNTS:

|              |        |        |   |    |    |        |
|--------------|--------|--------|---|----|----|--------|
| HOMESTEADS   | 10,005 | 10,005 | 0 | 10 | 10 | 10,015 |
| OVER 65      | 2,854  | 2,854  | 0 | 13 | 13 | 2,867  |
| DISABLED     | 0      | 0      | 0 | 3  | 3  | 3      |
| VETERAN      | 207    | 207    | 0 | 1- | 1- | 206    |
| TOTAL EXEMPT | 647    | 647    | 0 | 0  | 0  | 647    |

## ALL PROPERTY

TAX COLLECTION SYSTEM  
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
FOR TAX YEAR: 2016  
JURISDICTION: 0337 FRIENDWD CITY

## INCLUDES AG ROLLBACK

|                   | CERTIFIED<br>ROLL | ROLL AS OF<br>08/01/2018 | SUPPLEMENTALS<br>THIS PERIOD | ADJUSTMENTS<br>THIS PERIOD | NET CHANGE<br>THIS PERIOD | ROLL AS OF<br>07/31/2019 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| LAND VALUE        | 3,999,127,118     | 3,429,239,107            | 1,872,769                    | 730-                       | 1,872,039                 | 3,431,111,146            |
| AG EXCLUSION      | 13,436,213        | 13,436,213               | 0                            | 1,360-                     | 1,360-                    | 13,434,853               |
| IMPROVEMENTS      | 569,888,011       | 569,888,011              | 21,904                       | 123,338-                   | 101,434-                  | 569,786,577              |
| APPRAISED VALUE   | 3,999,127,118     | 3,999,127,118            | 1,894,673                    | 124,068-                   | 1,770,605                 | 4,000,897,723            |
| EXEMPTIONS        | 968,850,710       | 968,850,710              | 1,872,769                    | 302,336-                   | 1,569,073                 | 970,419,783              |
| TAXABLE VALUE     | 3,016,840,195     | 3,016,840,195            | 21,904                       | 179,628                    | 201,532                   | 3,017,041,727            |
| LEVY              | 44,211.77         | 44,211.77                | 119.59                       | 1,773.05                   | 1,892.64                  | 46,104.41                |
| UNCOLLECTIBLE     | .00               | .00                      | .00                          | .00                        | .00                       | .00                      |
| RECEIVABLE        |                   |                          |                              |                            | .00                       |                          |
| EXEMPTION COUNTS: |                   |                          |                              |                            |                           |                          |
| HOMESTEADS        | 9,913             | 9,913                    | 0                            | 10-                        | 10-                       | 9,903                    |
| OVER 65           | 2,721             | 2,721                    | 0                            | 3                          | 3                         | 2,724                    |
| DISABLED          | 0                 | 0                        | 0                            | 1                          | 1                         | 1                        |
| VETERAN           | 242               | 242                      | 0                            | 1-                         | 1-                        | 241                      |
| TOTAL EXEMPT      | 642               | 642                      | 0                            | 0                          | 0                         | 642                      |

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ALL PROPERTY

PAGE: 237

INCLUDES AG ROLLBACK

TAX COLLECTION SYSTEM  
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
FOR TAX YEAR: 2015  
JURISDICTION: 0337 FRIENDWD CITY

|                 | CERTIFIED<br>ROLL | ROLL AS OF<br>08/01/2018 | SUPPLEMENTALS<br>THIS PERIOD | ADJUSTMENTS<br>THIS PERIOD | NET CHANGE<br>THIS PERIOD | ROLL AS OF<br>07/31/2019 |
|-----------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| LAND VALUE      | 3,624,772.568     | 3,125,559,710            | 1,872,729                    | 730-                       | 1,871,999                 | 3,127,431,709            |
| AG EXCLUSION    | 17,997,504        | 17,997,504               | 0                            | 1,340-                     | 1,340-                    | 17,996,164               |
| IMPROVEMENTS    | 499,212.858       | 499,212,858              | 11,400                       | 16,320-                    | 4,920-                    | 499,207,938              |
| APPRAISED VALUE | 3,624,772.568     | 3,624,772,568            | 1,884,129                    | 17,050-                    | 1,867,079                 | 3,626,639,647            |
| EXEMPTIONS      | 906,250,004       | 906,250,004              | 1,872,729                    | 792,729-                   | 1,078,660                 | 907,328,664              |
| TAXABLE VALUE   | 2,700,525,060     | 2,700,525,060            | 11,400                       | 777,019                    | 788,419                   | 2,701,313,479            |
| LEVY            | 21,670.94         | 21,670.94                | 64.83                        | 5,108.49                   | 5,173.32                  | 26,844.26                |
| UNCOLLECTIBLE   | .00               | .00                      | .00                          | .00                        | .00                       | .00                      |
| RECEIVABLE      |                   |                          |                              |                            | .00                       |                          |

EXEMPTION COUNTS:

|              |       |       |   |     |     |       |
|--------------|-------|-------|---|-----|-----|-------|
| HOMESTEADS   | 9,425 | 9,425 | 0 | 14- | 14- | 9,411 |
| OVER 65      | 2,517 | 2,517 | 0 | 5-  | 5-  | 2,512 |
| DISABLED     | 170   | 170   | 0 | 0   | 0   | 170   |
| VETERAN      | 231   | 231   | 0 | 1-  | 1-  | 230   |
| TOTAL EXEMPT | 632   | 632   | 0 | 0   | 0   | 632   |

## ALL PROPERTY

|                   |                   | TAX COLLECTION SYSTEM<br>SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS<br>FOR TAX YEAR: 2014<br>JURISDICTION: 0337 FRIENDWD CITY |                              |                            |                           | INCLUDES AG ROLLBACK     |  |
|-------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------|---------------------------|--------------------------|--|
|                   | CERTIFIED<br>ROLL | ROLL AS OF<br>08/01/2018                                                                                                    | SUPPLEMENTALS<br>THIS PERIOD | ADJUSTMENTS<br>THIS PERIOD | NET CHANGE<br>THIS PERIOD | ROLL AS OF<br>07/31/2019 |  |
| LAND VALUE        | 3,220,611,338     | 2,761,917,896                                                                                                               | 1,872,729                    | 730-                       | 1,871,999                 | 2,763,789,895            |  |
| AG EXCLUSION      | 22,656,763        | 22,656,763                                                                                                                  | 0                            | 1,320-                     | 1,320-                    | 22,655,443               |  |
| IMPROVEMENTS      | 458,693,442       | 458,693,442                                                                                                                 | 0                            | 4,100-                     | 4,100-                    | 458,689,342              |  |
| APPRAISED VALUE   | 3,220,611,338     | 3,220,611,338                                                                                                               | 1,872,729                    | 4,830-                     | 1,867,899                 | 3,222,479,237            |  |
| EXEMPTIONS        | 739,118,459       | 739,118,459                                                                                                                 | 1,872,729                    | 415,094-                   | 1,456,315                 | 740,574,774              |  |
| TAXABLE VALUE     | 2,458,836,116     | 2,458,836,116                                                                                                               | 0                            | 411,584                    | 411,584                   | 2,459,247,700            |  |
| LEVY              | 22,349.21         | 22,349.21                                                                                                                   | .00                          | 2,897.38                   | 2,897.38                  | 25,246.59                |  |
| UNCOLLECTIBLE     | .00               | .00                                                                                                                         | .00                          | .00                        | .00                       | .00                      |  |
| RECEIVABLE        |                   |                                                                                                                             |                              |                            | .00                       |                          |  |
| EXEMPTION COUNTS: |                   |                                                                                                                             |                              |                            |                           |                          |  |
| HOMESTEADS        | 9,648             | 9,648                                                                                                                       | 0                            | 13-                        | 13-                       | 9,635                    |  |
| OVER 65           | 2,524             | 2,524                                                                                                                       | 0                            | 4-                         | 4-                        | 2,520                    |  |
| DISABLED          | 176               | 176                                                                                                                         | 0                            | 0                          | 0                         | 176                      |  |
| VETERAN           | 220               | 220                                                                                                                         | 0                            | 1-                         | 1-                        | 219                      |  |
| TOTAL EXEMPT      | 624               | 624                                                                                                                         | 0                            | 0                          | 0                         | 624                      |  |

## ALL PROPERTY

TAX COLLECTION SYSTEM  
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
FOR TAX YEAR: 2013  
JURISDICTION: 0337 FRIENDWD CITY

## INCLUDES AG ROLLBACK

|                   | CERTIFIED<br>ROLL | ROLL AS OF<br>08/01/2018 | SUPPLEMENTS<br>THIS PERIOD | ADJUSTMENTS<br>THIS PERIOD | NET CHANGE<br>THIS PERIOD | ROLL AS OF<br>07/31/2019 |
|-------------------|-------------------|--------------------------|----------------------------|----------------------------|---------------------------|--------------------------|
| LAND VALUE        | 3,137,530,828     | 3,137,530,828            | 0                          | 0                          | 0                         | 3,137,530,828            |
| AG EXCLUSION      | 23,290,819        | 23,290,819               | 0                          | 0                          | 0                         | 23,290,819               |
| IMPROVEMENTS      | 0                 | 0                        | 0                          | 0                          | 0                         | 0                        |
| APPRAISED VALUE   | 3,137,530,828     | 3,137,530,828            | 0                          | 0                          | 0                         | 3,137,530,828            |
| EXEMPTIONS        | 704,624,861       | 704,624,861              | 0                          | 112,517-                   | 112,517-                  | 704,512,344              |
| TAXABLE VALUE     | 2,409,615,148     | 2,409,615,148            | 0                          | 112,517                    | 112,517                   | 2,409,727,665            |
| LEVY              | 17,333.06         | 17,333.06                | .00                        | 1,146.66                   | 1,146.66                  | 18,479.72                |
| UNCOLLECTIBLE     | .00               | .00                      | .00                        | .00                        | .00                       | .00                      |
| RECEIVABLE        |                   |                          |                            |                            | .00                       |                          |
| EXEMPTION COUNTS: |                   |                          |                            |                            |                           |                          |
| HOMESTEADS        | 9,611             | 9,611                    | 0                          | 4-                         | 4-                        | 9,607                    |
| OVER 65           | 2,398             | 2,398                    | 0                          | 1-                         | 1-                        | 2,397                    |
| DISABLED          | 183               | 183                      | 0                          | 0                          | 0                         | 183                      |
| VETERAN           | 215               | 215                      | 0                          | 0                          | 0                         | 215                      |
| TOTAL EXEMPT      | 618               | 618                      | 0                          | 0                          | 0                         | 618                      |

# Summary of Jurisdiction Remittances Processed

Report run on: August 1, 2019 11:38 AM

For Remitted Deposit Dates 07/01/2019 thru 07/31/2019 as of 08/01/2019

Version 1.50

| Tax Unit                 |                       | M & O Total | I & S Total | TIF Levy | TIF Interest | Fee Total | Total       |
|--------------------------|-----------------------|-------------|-------------|----------|--------------|-----------|-------------|
| <b>337 FRIENDWD CITY</b> |                       |             |             |          |              |           |             |
| ACH 50598                | Print Date:07/02/2019 |             |             |          |              |           |             |
|                          | Current               | 12,113.28   | 2,638.33    | 0.00     | 0.00         | 0.00      | 14,751.61   |
| Last Deposit Date        | 07/01/2019            | \$12,113.28 | \$2,638.33  | \$0.00   | \$0.00       | \$0.00    | \$14,751.61 |
| ACH 50635                | Print Date:07/05/2019 |             |             |          |              |           |             |
|                          | Current               | 6,830.89    | 1,487.74    | 0.00     | 0.00         | 0.00      | 8,318.63    |
| Last Deposit Date        | 07/02/2019            | \$6,830.89  | \$1,487.74  | \$0.00   | \$0.00       | \$0.00    | \$8,318.63  |
| ACH 50675                | Print Date:07/05/2019 |             |             |          |              |           |             |
|                          | Current               | 17,869.07   | 3,891.93    | 0.00     | 0.00         | 0.00      | 21,761.00   |
|                          | Delq                  | 883.25      | 194.07      | 0.00     | 0.00         | 0.00      | 1,077.32    |
| Last Deposit Date        | 07/03/2019            | \$18,752.32 | \$4,086.00  | \$0.00   | \$0.00       | \$0.00    | \$22,838.32 |
| ACH 50713                | Print Date:07/09/2019 |             |             |          |              |           |             |
|                          | Current               | 1,768.36    | 385.14      | 0.00     | 0.00         | 0.00      | 2,153.50    |
| Last Deposit Date        | 07/05/2019            | \$1,768.36  | \$385.14    | \$0.00   | \$0.00       | \$0.00    | \$2,153.50  |
| ACH 50748                | Print Date:07/09/2019 |             |             |          |              |           |             |
|                          | Current               | 2,206.58    | 480.59      | 0.00     | 0.00         | 0.00      | 2,687.17    |
|                          | Delq                  | 897.38      | 197.18      | 0.00     | 0.00         | 0.00      | 1,094.56    |
| Last Deposit Date        | 07/08/2019            | \$3,103.96  | \$677.77    | \$0.00   | \$0.00       | \$0.00    | \$3,781.73  |
| ACH 50789                | Print Date:07/11/2019 |             |             |          |              |           |             |
|                          | Current               | 5,415.48    | 1,179.49    | 0.00     | 0.00         | 0.00      | 6,594.97    |
|                          | Delq                  | 2,954.44    | 271.76      | 0.00     | 0.00         | 0.00      | 3,226.20    |
| Last Deposit Date        | 07/10/2019            | \$8,369.92  | \$1,451.25  | \$0.00   | \$0.00       | \$0.00    | \$9,821.17  |
| ACH 50813                | Print Date:07/12/2019 |             |             |          |              |           |             |
|                          | Current               | 2,633.89    | 573.68      | 0.00     | 0.00         | 0.00      | 3,207.57    |
|                          | Delq                  | 111.08      | 24.42       | 0.00     | 0.00         | 0.00      | 135.50      |
| Last Deposit Date        | 07/11/2019            | \$2,744.97  | \$598.10    | \$0.00   | \$0.00       | \$0.00    | \$3,343.07  |
| ACH 50847                | Print Date:07/15/2019 |             |             |          |              |           |             |
|                          | Current               | 2,917.80    | 635.52      | 0.00     | 0.00         | 0.00      | 3,553.32    |
| Last Deposit Date        | 07/12/2019            | \$2,917.80  | \$635.52    | \$0.00   | \$0.00       | \$0.00    | \$3,553.32  |
| ACH 50985                | Print Date:07/19/2019 |             |             |          |              |           |             |
|                          | Current               | 9,556.97    | 2,081.52    | 0.00     | 0.00         | 0.00      | 11,638.49   |
|                          | Delq                  | 2,289.83    | 294.51      | 0.00     | 0.00         | 0.00      | 2,584.34    |
| Last Deposit Date        | 07/18/2019            | \$11,846.80 | \$2,376.03  | \$0.00   | \$0.00       | \$0.00    | \$14,222.83 |
| ACH 51018                | Print Date:07/22/2019 |             |             |          |              |           |             |
|                          | Current               | 2,245.78    | 489.14      | 0.00     | 0.00         | 0.00      | 2,734.92    |
| Last Deposit Date        | 07/19/2019            | \$2,245.78  | \$489.14    | \$0.00   | \$0.00       | \$0.00    | \$2,734.92  |
| ACH 51053                | Print Date:07/23/2019 |             |             |          |              |           |             |
|                          | Current               | 1,784.96    | 388.79      | 0.00     | 0.00         | 0.00      | 2,173.75    |
| Last Deposit Date        | 07/22/2019            | \$1,784.96  | \$388.79    | \$0.00   | \$0.00       | \$0.00    | \$2,173.75  |
| ACH 51087                | Print Date:07/25/2019 |             |             |          |              |           |             |
|                          | Current               | 2,321.25    | 505.56      | 0.00     | 0.00         | 0.00      | 2,826.81    |
| Last Deposit Date        | 07/23/2019            | \$2,321.25  | \$505.56    | \$0.00   | \$0.00       | \$0.00    | \$2,826.81  |

ACTGL\_TU\_REMIT\_SP

# Summary of Jurisdiction Remittances Processed

Report run on: August 1, 2019 11:38 AM

For Remitted Deposit Dates 07/01/2019 thru 07/31/2019 as of 08/01/2019

Version 1.50

| Tax Unit                 |                       | M & O Total        | I & S Total        | TIF Levy      | TIF Interest  | Fee Total     | Total               |
|--------------------------|-----------------------|--------------------|--------------------|---------------|---------------|---------------|---------------------|
| <b>337 FRIENDWD CITY</b> |                       |                    |                    |               |               |               |                     |
| ACH 51122                | Print Date:07/25/2019 |                    |                    |               |               |               |                     |
|                          | Current               | 2,437.55           | 530.90             | 0.00          | 0.00          | 0.00          | 2,968.45            |
| Last Deposit Date        | 07/24/2019            | \$2,437.55         | \$530.90           | \$0.00        | \$0.00        | \$0.00        | \$2,968.45          |
| ACH 51158                | Print Date:07/26/2019 |                    |                    |               |               |               |                     |
|                          | Current               | 5,189.41           | 1,130.31           | 0.00          | 0.00          | 0.00          | 6,319.72            |
|                          | Delq                  | 32.87              | 7.23               | 0.00          | 0.00          | 0.00          | 40.10               |
| Last Deposit Date        | 07/25/2019            | \$5,222.28         | \$1,137.54         | \$0.00        | \$0.00        | \$0.00        | \$6,359.82          |
| ACH 51194                | Print Date:07/30/2019 |                    |                    |               |               |               |                     |
|                          | Current               | 3,096.61           | 674.46             | 0.00          | 0.00          | 0.00          | 3,771.07            |
|                          | Delq                  | 514.78             | 113.08             | 0.00          | 0.00          | 0.00          | 627.86              |
| Last Deposit Date        | 07/26/2019            | \$3,611.39         | \$787.54           | \$0.00        | \$0.00        | \$0.00        | \$4,398.93          |
| ACH 51230                | Print Date:07/30/2019 |                    |                    |               |               |               |                     |
|                          | Current               | 6,677.56           | 1,454.39           | 0.00          | 0.00          | 0.00          | 8,131.95            |
|                          | Delq                  | 865.70             | 155.79             | 0.00          | 0.00          | 0.00          | 1,021.49            |
| Last Deposit Date        | 07/29/2019            | \$7,543.26         | \$1,610.18         | \$0.00        | \$0.00        | \$0.00        | \$9,153.44          |
| ACH 51269                | Print Date:07/31/2019 |                    |                    |               |               |               |                     |
|                          | Current               | 3,260.59           | 710.19             | 0.00          | 0.00          | 0.00          | 3,970.78            |
|                          | Delq                  | 11.65              | 1.57               | 0.00          | 0.00          | 0.00          | 13.22               |
| Last Deposit Date        | 07/30/2019            | \$3,272.24         | \$711.76           | \$0.00        | \$0.00        | \$0.00        | \$3,984.00          |
| ACH 51309                | Print Date:08/01/2019 |                    |                    |               |               |               |                     |
|                          | Current               | 1,342.25           | 292.33             | 0.00          | 0.00          | 0.00          | 1,634.58            |
| Last Deposit Date        | 07/31/2019            | \$1,342.25         | \$292.33           | \$0.00        | \$0.00        | \$0.00        | \$1,634.58          |
| <b>Total:</b>            |                       | <b>\$98,229.26</b> | <b>\$20,789.62</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$119,018.88</b> |



## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2019

Date submitted: 8/13/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the Minutes of the August 5, 2019, Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

### SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of August 05, 2019, are submitted for Council's review and consideration.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter.

### RECOMMENDATIONS

The City Secretary recommends that Council approve the Council meeting minutes as presented.

### ATTACHMENTS

1. 08-05-19 Minutes

# DRAFT

STATE OF TEXAS )(  
CITY OF FRIENDSWOOD )(  
COUNTIES OF GALVESTON/HARRIS )(  
AUGUST 05, 2019 )(  
)

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **AUGUST 05, 2019**, AT 5:15 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR  
MAYOR PRO-TEM  
COUNCILMEMBER  
COUNCILMEMBER  
COUNCILMEMBER  
COUNCILMEMBER  
COUNCILMEMBER  
CITY ATTORNEY  
CITY MANAGER  
CITY SECRETARY

MIKE FOREMAN  
SALLY BRANSON  
STEVE ROCKEY  
TRISH HANKS  
ROBERT J. GRIFFON  
JOHN SCOTT  
BRENT ERENWERT  
MARY KAY FISCHER  
MORAD KABIRI  
MELINDA WELSH

## **REGULAR SESSION**

Mayor Foreman called the meeting to order.

The invocation was given by Deacon Paul Robison with Mary Queen Catholic Church.

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

Colors were presented by Park Place Commandery Number 106, Knights Templar and led the Pledge of Allegiance to the United States and Texas.

## **COMMUNICATIONS FROM THE PUBLIC**

Lee Coggins, Friendswood resident, addressed Council and stated he fully supports the upcoming bond election for drainage and flood mitigation, do not limit how or where funds can be spent, supports channeling, shelving, and benching projects, do not leave out possible detention ponds, and Council should keep their options open. He further suggested the city team with Harris County Flood Control District to divert water away from the City of Friendswood by using tributaries and drainage ditches.

Phil Ratisseau, Friendswood resident, addressed Council and stated he is at the meeting to ask Council to take a hard look at what citizens have done to build on the work of the Drainage Subcommittee, do not short change funding for drainage projects, knows it will be expensive, and there are many individuals that will work to support it.

Vickie Hefner, Friendswood resident, addressed Council and stated she supports all proposed items to help the city's drainage, and during Hurricane Harvey she spent two nights at the shelter at the city's activity center. The city needs to help with flooding but also should be able to provide a safe place for residents to shelter. The activity center had a leak during Hurricane Harvey, drainage projects will take years to complete, and residents need a safe place to spend the night and take a shower.

Rob Roy, Friendswood resident, addressed Council and stated he moved to Anna Lea Subdivision 17 years ago, has been a quiet subdivision for the past decade, five months ago the neighbor directly behind him moved in with two loud, barking dogs. The neighbor's Great Dane will bark for hours, multiple times throughout the day. Animal Control has been called and the dog does not bark when they are there, recorded barking and took to Police Department for an unobserved misdemeanor, and the prosecutor

## DRAFT

directed him to take the unobserved misdemeanor recording to Animal Control. He stated he has gone through the process twice, one police officer did hear the dog vehemently barking and issued a citation, issue has not been resolved, and he is asking for assistance to resolve with the prosecutor.

Lillian Wilson, Friendswood resident, addressed Council and stated she has lived in the City of Friendswood for 25 years, lived on the only block in Quakers Landing Subdivision that did not flood, has been through two major floods, small floods happen as well in the subdivision, neighborhood has become a detention pond for the city, will flood again, this Council may not be on Council during the next flood, please carefully consider what is being proposed on the bond item, cannot afford for the United States Army Corps of Engineers to review projects for another 10 years, families move away because they cannot spend their life savings on rebuilding, and she does not mind raising taxes to fix drainage issues.

Connie Ratisseau, Friendswood resident, addressed Council and stated she fully supports funding the bond. Several Councilmembers have promised to fix the drainage problem, if bond passes there will be 10 miles of land along the creek that will be terraced, could be parkland, worked on the Citizen Advisory Team (CAT) parks subcommittee, could be natural and not manicured, goal would be to create a trail and park system along Clear Creek, tie to existing parks and buyouts, improve pedestrian accessibility, maintain environmental integrity, and there are many partners that are available to help with a future park development.

Gail Lovely, Friendswood resident, addressed Council and stated she urges Council to consider carefully what is put forward to citizens for proposed bonds, pay attention to details with green space and parkland, engineering and planning is required, and if Council does not have intent for green space or parkland then say so. Removing more dirt will lead to less flooding, design and engineering work would refine the amount of dirt to be removed and where it should be removed from, early numbers are preliminary, dredging should not be included in bond language, getting all of the drainage projects done will take time and costs rarely go down with time, underfunding a project from the start will cause delays, let citizens decide if they want to fund the whole amount, do not hope for richer partners, let citizens get work off to a good start with funding needed, and if hopes for rich partners does not come to fruition then do not have to issue the maximum bond amount authorized.

Ron Lovely, Friendswood resident, addressed Council and provided Council with a handout of charts, and stated the Harris County Flood Control District's cost formula uses \$3 per cubic yard for general and administrative expenses, covers management, administrative and ongoing engineering support, contracting, purchasing, and legal support. The proposed drainage project will have government requirement and oversight and will require a contingency for unknowns. The Citizen Advisory Team identified actual properties in the floodway to be purchased and accounted for uncertainty and recommended 3% inflation.

Sarah Van Riper, Friendswood resident, addressed Council and stated she was a member of the Citizen Advisory Team drainage subcommittee and has been a project manager for 30 years, asked Council to place the full drainage project of \$56 Million on the November ballot, would cost the average resident \$2 to \$6 a month, and asked why Council is trying to push a lower number. She further stated she believed Council's deficiency in thinking included unrealistic expectations that people would give the city creekside property, unrealistic to believe the federal government may only ask Friendswood to contribute 20% when all other cities are contributing 25%, unrealistic to only put cost of labor to dig terraces and not include cost for overhead, unrealistic to not include contingency cost, unrealistic to assume cost from last year will not increase over the life of the project, and unrealistic to design the cheapest straight-line drainage ditch and forget about maintaining the City of Friendswood's natural beauty. Partially funding the Friendswood drainage project would be just like the Blackhawk Boulevard project that ran out of money and years later remains unfinished.

Jennifer Waxman, Friendswood resident, addressed Council and stated she is a lifelong Friendswood resident, wonders how long until she will have to live a flood nightmare again, recounted her family's Hurricane Harvey story, she had 18 inches of water in her house and across the street from her house received 27 inches, contractor stole money during rebuilding process, and requested Council place the full

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bond amount requested by the Citizen Advisory Team on the November ballot.

## **WORK SESSION**

Mayor Foreman opened the discussion regarding the City's proposed Fiscal Year 2019-2020 General Fund Budget. Administrative Services Director Katina Hampton presented a PowerPoint presentation regarding Fiscal Year 2020, total revenue of \$79.3 Million, Fiscal Year total expenditures of \$79.2 Million, current tax rate of \$0.5324, estimated taxable value of \$3.6 Billion, includes new construction and the value of the over 65 freeze ceilings, General Fund revenue of \$30 Million, building permit fees included in proposed budget are reflective of legislative changes, General Fund expenses of \$30 Million, General Fund Forces at Work total of \$269,950, General Fund Decision Packages total of \$475,549, unfunded Decision Packages, Water and Sewer Fund revenues of \$19.7 Million, Water and Sewer Fund expenses of \$ 19.7 Million, Water and Sewer Fund Forces at Work, Water and Sewer Fund Decision Packages total of \$57,904, and Water and Sewer Fund unfunded Decision Packages.

Discussion took place between Mayor, Council, and Staff regarding changes in the calculation of building permit fees due to legislation, charges will be based on square foot of the structure, establishment of an Engineering Department, uptick in revenue related to water and sewer rate increase, water and sewer expenditures, unfunded Decision Packages, and the Effective Tax Rate.

Mayor Foreman opened the discussion regarding Capital Projects update. Public Works Director Rene' Ibarra presented a PowerPoint presentation regarding the progress made on Capital Projects since April 2019. He reported on Old City Park, Blackhawk Boulevard Phase II, 2018 street maintenance contract, de-silting project, storm sewer cleaning and inspection, sidewalks on Greenbriar Drive, Lift Station No. 23, reconstruction of the pool restroom and ticket booth completion, current Texas Department of Transportation (TxDOT) projects, and current Galveston County Consolidated Drainage District projects.

Discussion took place between Mayor, Council, and Staff regarding a soft opening of the Dog Park, and Clearview Drive conditions due to Galveston County Consolidated Drainage District drainage projects.

With concurrence of Council, Mayor Foreman moved to Agenda Item 6B, Recognition of Eagle Scout Kallahan McKee for his project repairing the walkway at Perry Museum.

## **SPECIAL RECOGNITION AND ACKNOWLEDGEMENTS**

Councilmember Rockey introduced Eagle Scout Kallahan McKee and stated Eagle Scout McKee recently completed his Eagle Scout project for the Friendswood Historical Society. Eagle Scout McKee's mother had recommended that Council do something special for Eagle Scouts and Gold Project winners, and allow them to introduce themselves and give a brief explanation of their projects.

Eagle Scout Kallahan McKee stated he was tasked with repairing the walkway at the Perry Museum, took out the flagstone, leveled the pathway, placed pavers, put in flagstone and sand, project took 200 hours, most of the work was performed by himself, first day had 35 volunteers to help with larger things, and he thanked his parents.

Mayor Foreman and Councilmember Rockey presented Eagle Scout Kallahan McKee with a certificate and challenge coin in recognition of his Eagle Scout project.

Mayor Foreman recessed the meeting at 6:36 PM, and reconvened the meeting at 7:00 PM.

With concurrence of Council, Mayor Foreman moved to Agenda Item 7, Public Hearings.

## **PUBLIC HEARINGS**

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding a zone classification change request for a .3857 acre tract of land out of Lot 21, Hoidale and

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Coffman Subdivision, located at 402 East Edgewood Drive, Friendswood, Galveston County, Texas, from Planned Unit Development/Specific Use Permit (PUD/SUP) 2015-26 to a revised Planned Unit Development/Specific Use Permit (PUD/SUP) to add NAICS Use No. 8121 Personal Care Services.

Community Development Director/City Planner Aubrey Harbin explained the request and stated the Planning and Zoning Commission had a unanimous positive recommendation.

Mayor Foreman asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Hearing no comments from the public, Mayor Foreman closed this portion of the Public Hearing.

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding a zone classification change request for a .981 acre tract of land, Winding Hollow Subdivision Lots 1, 2 and 3, replat of a part of Lot 1, Block 6, Friendswood Subdivision, located at 103, 105, and 107 Shadwell Lane, Friendswood, Galveston County, Texas, from Planned Unit Development (PUD) 2016-01 to revised Planned Unit Development (PUD).

Community Development Director/City Planner Aubrey Harbin explained the request and stated the Planning and Zoning Commission recommendation was unanimously in favor.

Mayor Foreman asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Hearing no comments from the public, Mayor Foreman closed this portion of the Public Hearing.

### **COMMUNICATIONS FROM THE PUBLIC**

Connie Ratisseau, Friendswood resident, addressed Council and stated she would like to clarify the handout she presented earlier in the meeting to Council was a vision of what the Clear Creek greenbelt could become for future generations, consider the vision from the beginning of design, and funding in the proposition for 1776 Park and buyout properties. The presentation on the bond regarding removing less dirt to lower the bond amount will result in fewer houses saved. The city cannot rely on local partnerships that might happen, disclose estimated full amount of projects when discussing seed money, worried water park portion of the park bond might kill other items needed, bond is not a blank check for Council, bond is limited and defined, and projects cannot be done as needed if underfunded.

William Gilbert, Friendswood resident, addressed Council and stated he is concerned with the bond being underfunded, greenbelts and parks are wonderful but a large portion of the community flooded, has been a resident of the City of Friendswood for 30 years, never flooded, significant mitigation has been done on the northern and southern ends of town, impact for Friendswood is a significant bottleneck, bond money needs to be used appropriately for immediate needs, and asked Council to fully fund the bond to take care of the immediate needs.

Dave Yelovich, Friendswood resident, addressed Council and stated he wanted to reiterate what has already been said regarding fully funding the bond, need to fix problems that have been going on for decades, 2013 bond presentation proposed Blackhawk Boulevard reconstruction from FM 2351 to FM 528, funding ran out and the project will not be completed, same thing happened with El Dorado/Friendswood Link/Whispering Pines extension, and he hopes Council does something better.

Kathy Rogers, Friendswood resident, addressed Council and stated she will reiterate what others have said, fund bonds adequately, need to come up with a plan that is a fit for the city, 2019 Blackhawk Boulevard project did not get completed, was over promised or under delivered, a water park was not in surveys, potential for a 10% tax increase not including West Ranch, leaves little room for financing projects when the city reaches buildout, why did we rework the bathrooms for the pool when the pool needs work, plenty of pools around town, and asked Council to fully fund the drainage bond.

### **CITY MANAGER'S REPORT**

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City Manager Morad Kabiri reported that the city just finished celebrating the 50<sup>th</sup> anniversary of Apollo 11's moon landing, the month of July was filled with several commemorative activities, a festival in Stevenson Park on July 27, 2019, with a car show, youth rocket launches and a concert in the park to celebrate, thanked Friendswood Rotary and city Staff that participated in making the events possible.

The City Manager reported that Emergency Medical Services (EMS) billing was implemented January 1, 2019, work done by the Friendswood Volunteer Fire Department and the Fire Marshal's Office made implementation seamless, little to no complications, no impact to service delivery to residents, Staff anticipates growth in the revenue stream for next year, and forecasted revenue has been accounted for within the proposed budget.

The City Manager reported that Staff is close to finalizing damages and working out an agreement with Federal Emergency Management Agency (FEMA) regarding the Deepwood facility. Funds being requested in the proposed bond proposition are strictly for renovations at the old Food Lion building. Staff attended a kickoff meeting with the Texas Division of Emergency Management for Hazard Mitigation Grant program buyout, are working with them for appraisal services, and approximately 26 homes on the buyout list.

### **COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS**

Community and Economic Development Committee (CEDC) Chair Skip Evans presented the annual report. Mr. Evans stated the CEDC consists of seven members, Council liaison Trish Hanks, Friendswood Chamber of Commerce liaison Carol Marcantel, Friendswood Independent School District liaison Connie Morgenroth, and Karen Capps as Staff liaison. The CEDC held 10 meetings in 2018 and have had six in 2019. Some of CEDC'S accomplishments over the past year include a \$12,000 municipal grant to Rancho Mexican Restaurant, owner lives in the city and the grant helped his business expand into a 5,000 square foot restaurant on Parkwood Avenue, and is estimated to add over \$78,000 of additional property taxes to the city over a ten-year period. The Tannos II project received a \$25,000 municipal grant, development includes restaurants and office spaces. Virgata Commons received a \$50,000 municipal grant, currently under construction, 20,000 square feet, and two office buildings. The Tannos III project received a \$100,000 municipal grant, four-story building, and potential to employ 200 employees. Since 2008, the City of Friendswood has provided \$347,000 to businesses through the grant program, creating \$34 Million worth of taxable value, 203,000 square feet of office/commercial space, and approximately 500 jobs. The CEDC started face-to-face business visits around town to see how things are going and how the city can provide support to their businesses. CEDC has visited with DC Stanley Photography, AMCAP Mortgage, Bergamos Spa Retreat, and Boatright Marine. The CEDC hosted the 16<sup>th</sup> Annual Broker and Developer Day at Timber Creek Golf Club in collaboration with the Friendswood Chamber of Commerce's Annual Golf Tournament. Economic Development Coordinator Karen Capps spoke about development opportunities in the city, and Lauren Griffith with Lauren Griffith Associates spoke about the Downtown Improvement Plan. There were approximately 38 people in attendance. CEDC members attended the Party on the Patio event held at the Chamber of Commerce's office sponsored by the city's Economic Development Department, 80 people in attendance, and businesses were well represented. Over the next year, CEDC is looking forward to continuing face-to-face business visits, review municipal grant applications, proposed ordinance or zone changes, policies, and goals that will assist the city in further economic development and making the City of Friendswood an economically viable place to live and work.

Mayor Foreman recessed the City Council meeting to convene into a meeting of the City of Friendswood Employee Benefit Trust.

### **CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST**

A meeting of the City of Friendswood Employee Benefit Trust was called to order, per the posted agenda.

**\*\***Councilmember Griffon moved to approve all items on the Consent Agenda as presented: A. Consider action accepting the renewal offer from Blue Cross/Blue Shield of Texas for Employee Medical and Pharmacy Insurance. B. Consider action accepting the renewal offer from Guardian for Employee Dental



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Insurance. C. Consider action to accept the renewal offer from Guardian for Employee Life/AD&D Insurance. D. Consider action to accept the renewal offer from VSP for Employee Vision Insurance. E. Consider action to accept the renewal offer from Lincoln Financial for Employee Long Term Disability (LTD) Insurance. F. Consider action to approve contract from Blue Cross/Blue Shield of Texas for ancillary product, Group Long Term Disability.

Seconded by Councilmember Hanks. The motion was approved unanimously.

Mayor Foreman adjourned the City of Friendswood Employee Benefit Trust meeting and reconvened the City Council meeting.

### **RECONVENE THE CITY COUNCIL MEETING**

#### **ACTION ITEMS**

**\*\*Councilmember Scott moved to approve the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.**

Seconded by Councilmember Griffon. The motion was approved unanimously.

**\*\*Councilmember Hanks moved to approve the appointment of Philip Ratisseau to the Zoning Board of Adjustment and Appeals to fill a vacancy with a term to expire July 2021, reappointment of Michael Fernandez and Glenn Mintz to the Zoning Board of Adjustment and Appeals with terms to expire July 2021, and appointment of Cheryl Sauls to Keep Friendswood Beautiful to fill a vacancy with a term to expire November 2021.**

Seconded by Councilmember Rockey. The motion was approved unanimously.

**\*\*Councilmember Hanks moved to approve revisions to the Emergency Event Pay Policy.**

Seconded by Councilmember Rockey. The motion was approved unanimously.

**\*\*Councilmember Scott moved to approve the Public, Educational, and Government Access Television (PEG) Channel Computer Upgrade.**

Seconded by Councilmember Griffon. The motion was approved unanimously.

**\*\*Councilmember Scott moved to approve calling a Bond Election in November.**

Seconded by Councilmember Griffon. The motion was approved unanimously.

Discussion took place between Mayor, Council, and Staff regarding the Citizen Advisory Team's recommended \$80 Million worth of bonds split between four propositions, reviewed projects presented at previous Council meetings for bond funds, and amounts per proposition to fund proposed projects. The bond attorney advised limited grouping of projects, and six propositions that include public works facility, public safety, community center/shelter, transportation, parks, and drainage.

**\*\*Councilmember Rockey moved to approve the Public Works Facility proposition for \$2 Million.**

Seconded by Councilmember Branson. The motion was approved unanimously.

**\*\*Councilmember Branson moved to approve the Public Safety proposition for \$9.1 Million.**

Seconded by Councilmember Griffon. The motion was approved unanimously.

**\*\*Councilmember Griffon moved to approve the Community Center/Shelter proposition for \$9 Million.**

Seconded by Councilmember Hanks. The motion was approved unanimously.

**\*\*Councilmember Branson moved to approve the Transportation proposition for \$7.6 Million.**

Seconded by Councilmember Griffon. The motion was approved 6-1 with Councilmember Scott opposed.

**\*\*Councilmember Griffon moved to approve the Parks proposition for \$8 Million.**

Seconded by Councilmember Branson. The motion was approved 5-2 with Councilmember Scott and Erenwert opposed.



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**\*\***Councilmember Rockey moved to approve the Drainage proposition for \$34 Million.  
Seconded by Councilmember Scott.

**\*\*\***Councilmember Griffon moved to **amend** the original motion to increase the proposition amount to \$41 Million.

Seconded by Councilmember Branson. The **amendment** to the motion was approved 5-2 with Councilmembers Rockey and Scott opposed.

With concurrence of Council, Mayor Foreman moved to Agenda Item 6A, Presentation of the Five Star Spirit Award for the Second Quarter of 2019 to Mathew Diaz, Parks Maintenance Worker, Parks and Recreation Department.

## **SPECIAL RECOGNITION AND ACKNOWLEDGEMENTS (continued)**

City Manager Morad Kabiri presented the Five Star Spirit Award for the second quarter of 2019 to Parks Maintenance Worker Mathew Diaz with the Parks and Recreation Department. Mr. Diaz was nominated by his peers for his outstanding work in seeing projects through and always going above and beyond. Mr. Diaz's actions truly embody the attributes of the Five Star Spirit Award being courteous, competent, reliable, professional and enthusiastic. The city congratulates Mr. Diaz on being the recipient of the Five Star Spirit Award for the second quarter of 2019.

Parks Maintenance Worker Mathew Diaz thanked everyone he works with, and stated he really enjoys working for the city, is a great job, and he has been with the city four and half years.

With concurrence of Council, Mayor Foreman moved to Agenda Item 16, Discussion and possible action regarding a change order with Angel Brothers to address additional currently outlined paving improvement needs within the City of Friendswood.

## **ACTION ITEMS**

**\*\***Councilmember Scott moved to approve a change order with Angel Brothers to address additional currently outlined paving improvement needs within the City of Friendswood.  
Seconded by Councilmember Branson. The motion was approved unanimously.

**\*\***Councilmember Scott moved to approve the City Manager's appointment of Jildardo Arias to the position of Director of Engineering/City Engineer.  
Seconded by Councilmember Rockey. The motion was approved unanimously.

Jildardo Arias thanked Council for the opportunity, and stated everyone has been welcoming, he hopes to serve the city well, and will always do what is best for the City of Friendswood.

**\*\***Councilmember Hanks moved to approve the Friendswood Downtown Economic Development Corporation (FDEDC) contract with Gandy2 Lighting Design, authorizing the expenditure of funds, and authorizing the FDEDC President to execute the contract.  
Seconded by Councilmember Rockey. The motion was approved unanimously.

## **RESOLUTIONS**

**\*\***Councilmember Scott moved to approve Resolution **R2019-22** – A resolution of the City of Friendswood, Texas, finding that CenterPoint Energy Houston Electric, LLC's, requested increase to its electric transmission and distribution rates and charges within the city should be denied; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

Seconded by Councilmember Hanks. The motion was approved unanimously.

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**\*\*Councilmember Scott moved to approve Resolution R2019-23 – A resolution of the City Council of the City of Friendswood, Texas, expressing its full support for the retention of funding currently identified for Segment B of SH 99 (Grand Parkway) in the proposed 2020 Unified Transportation Program. Seconded by Councilmember Branson. The motion was approved unanimously.**

**\*\*Councilmember Branson moved to approve Resolution R2019-24 – A resolution of the City Council of the City of Friendswood, Texas, amending and replacing Resolution No. R2019-01 with this resolution; authorizing and approving the 2018 Community Development Block Grant – Disaster Recovery (CDBG-DR); designating authorized officials and approving and implementing a Citizen Participation Plan. Seconded by Councilmember Hanks. The motion was approved unanimously.**

### **ORDINANCES**

**\*\*Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2019-24 – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel containing 1.7243 acres of land, consisting of two tracts, 1.477 acres and .2473 acres, situated in the Sarah McKissick League, Abstract 51, being out of Lot 4, Block 11, Friendswood Subdivision, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Downtown District (DD); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability. Seconded by Councilmember Rockey. The motion was approved unanimously.**

**\*\*Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2019-25 – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel containing 1.8367 acres of land, situated in the Sarah McKissick League, Abstract 51, being out of Lot 4, Block 11, Friendswood Subdivision, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Downtown District (DD); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability. Seconded by Councilmember Erenwert. The motion was approved unanimously.**

**\*\*Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2019-26 – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel containing .7471 acres of land being out of Reserve “G” (unrestricted), in Block 19 of Forest Bend, Section 3, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 180, Page 73 of the Harris County Map Records (H.C.M.R.), City of Friendswood, Harris County, Texas; amending the zone classification from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use No. 8131 “Religious Organizations;” providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability. Seconded by Councilmember Hanks. The motion was approved unanimously.**

**\*\*Councilmember Erenwert moved to approve the Second and Final reading of Ordinance No. 2019-27 – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Chapter 34 providing for adoption of the “Flood Insurance Study for Galveston County, Texas, and Incorporated Areas” (FIS) and Flood Insurance Rate Map (FIRM) for Galveston County, Texas, dated August 15, 2019; providing a penalty of an amount not to exceed \$2,000 for each day of violation hereof; and providing for severability. Seconded by Councilmember Branson. The motion was approved unanimously.**

**\*\*Councilmember Hanks moved to approve the Second and Final reading of Ordinance No. 2019-28 – An ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 70, “Streets, Sidewalks, and other Public Places” by amending Section 70-196 “Line Location and Identification;” repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability,**

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publication and an effective date.

Seconded by Councilmember Griffon. The motion was approved unanimously.

**\*\*Councilmember Scott moved to approve the First reading of Ordinance No. T2019-30** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for 402 East Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas; providing for the granting of an amendment to the Specific Use Permit (SUP) approved by Ordinance 2015-26 on November 2, 2015, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, adopted on March 6, 1995, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Seconded by Councilmember Erenwert. The motion was approved unanimously.

**\*\*Councilmember Scott moved to approve the First reading of Ordinance No. T2019-31** – An ordinance amending Appendix “C” of the Code of Ordinances of the City of Friendswood, Texas, being the Zoning Ordinance of the City, by amending the zoning classification of a .981 acre tract of land, located at 103, 105 and 107 Shadwell Lane, Winding Hollow Subdivision, being a replat of a part of Lot 1, Block 6, Friendswood Subdivision, in the Sarah McKissick or J.R. Williams League, according to the map of record in Volume 238, Page 14 in the Office of the County Clerk of Galveston County, Texas, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 2016-01, adopted on February 1, 2016, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Seconded by Councilmember Branson. The motion was approved unanimously.

**\*\*Councilmember Hanks moved to approve the First reading of Ordinance No. T2019-32** – An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the adjustment of buildings and building regulations fees per House Bill 852.

Seconded by Councilmember Branson. The motion was approved unanimously.

Community Development Director/City Planner Aubrey Harbin stated there is a change on number five to letters I and J, add a minimum charge of \$25 permit fee.

**\*\*Councilmember Hanks moved to reconsider the First reading of Ordinance No. T2019-32** – An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the adjustment of buildings and building regulations fees per House Bill 852.

Seconded by Councilmember Griffon. The motion to reconsider was approved unanimously.

**\*\*Councilmember Griffon moved to approve the First reading of Ordinance No. T2019-32 with amendments**– An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the adjustment of buildings and building regulations fees per House Bill 852.

Seconded by Councilmember Hanks. The motion was approved unanimously.

**\*\*Councilmember Scott moved to approve the First and Final reading of Ordinance No. 2019-33** – An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2018-2019 by approving “Budget Amendment X” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Seconded by Councilmember Griffon. The motion was approved unanimously.

### **COMMUNICATIONS FROM THE MAYOR AND COUNCILMEMBERS**

## **DRAFT**

Mayor Foreman introduced a video of astronauts on the International Space Station (ISS), and stated there are currently three Friendswood residents living on the ISS, Nick Hague took a City of Friendswood flag with him for his stay on the ISS, will remain until March 2020, Drew Morgan and Luca Parmitano are the other Friendswood residents currently on the ISS.

Councilmember Erenwert stated there is no right or wrong way on bond, the bond will be a Rubik's Cube, everyone will have to decide what works best for them, each Councilmember has one vote just like residents, and decide what is important for the future of the city.

Councilmember Griffon stated his wife and daughter recently went to Bergamo's Spa Retreat, have a lot of good things to offer, and encouraged everyone to go check it out. He dropped his city iPad and cracked the screen, took it to Edge Phone Protection and Repair on FM 2351, had it repaired in two days, and looks brand new. The Senior Citizens Advisory group will have a Casino Day on August 12, 2019, and it will be a wonderful opportunity.

Councilmember Hanks stated she attended Planning and Zoning Commission, Keep Friendswood Beautiful, and Fourth of July Steering Committee meetings all in the same week. She continues to be blown away by all the community volunteers and the quality of people that are stepping up to serve on different committees. Thanked Mayor Pro Tem Branson and Councilmember Rockey that helped chair the Apollo celebrations, and she took her grandkids to the park to build rockets during the community event.

Councilmember Branson stated the Apollo 50<sup>th</sup> Anniversary month long celebration was privately funded by the Rotary Foundation and 21 individual donors. The 50<sup>th</sup> anniversary street banners on Friendswood Drive was a fundraiser that helped pay for the month long celebration. Thanked the Friendswood Public Library Staff for hosting the panel discussions, and for taking on the lion's share of the anniversary celebration. Other city departments and Staff members that helped make the event successful includes the Parks and Recreation Department, Communications Specialist Jeff Newpher, Police Department, and Emergency Medical Services. The Galveston County Consolidated Drainage District recently completed a canoe launch in the area of 1776 Park that is being cleared out for drainage. Friendswood Rotary has begun planning their Annual Rotary Regatta for the fall. The annual Labor Day ice cream social will be held on September 2, 2019, is a privately funded event, and will be at the Perry Museum.

Councilmember Rockey stated August 17, 2019, is "Clear the Shelter Day" at the animal shelter, is a national event but this will be Friendswood's second year to participate, a lot of volunteer groups help in the effort, area shelters are currently full, and all fees are waived during the event. He had the opportunity to observe the Police Department, Fire Department, and Emergency Medical Services during an active shooter training at the junior high, and it was unbelievable to watch.

### **CONSENT AGENDA**

**\*\*Councilmember Scott moved to approve all items on the Consent Agenda as presented:** A. Authorizing Council to call a Special City Council Meeting August 12, 2019. B. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the September City Council meeting for September 9, 2019, due to the Labor Day holiday on Monday, September 2, 2019. C. Approving a Congregate Meal Program Interlocal Agreement with Galveston County Parks and Senior Services Department for the City's Senior Citizen Meal Program. D. Approving the disposal of a seized vehicle through Houston Auto Auction with proceeds going into the Asset Forfeiture Fund. E. Authorizing the City Manager to sign contracts and documents associated with the City's Hazard Mitigation Grant Program. F. Authorizing the City Manager to sign an agreement for School Resource Officers with Friendswood Independent School District. G. Accepting the June 2019 Property Tax Report. H. Approving the Minutes of the June 24th and 29th, 2019, Council Meetings. Seconded by Councilmember Branson. The motion was approved unanimously.

The meeting was adjourned at 9:08 PM.

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Mayor Mike Foreman

Attest:

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Melinda Welsh, TRMC  
City Secretary