AGENDA

STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
AUGUST 06, 2018)(

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:30 PM ON MONDAY, AUGUST 06, 2018, 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. **Invocation – Pastor McCauley Austin, Friendswood Baptist Church**

3. **Pledge of Allegiance – United States and Texas (HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)**

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)

5. **WORK SESSION**
   A. Budget Workshop
   B. Capital Projects Update

6. **CLOSED EXECUTIVE SESSION – (Executive Conference Room/Adjacent to Council Chambers-City Hall)**
   A. Communications from the Public regarding Executive Session topics.
   B. Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.087 – Deliberation regarding economic development negotiations; to deliberate the offer of a financial or

other incentive to a business prospect with possible discussion and action related thereto in open session.

7. RECONVENE INTO OPEN SESSION

8. Special Recognition and Acknowledgements

A. Oath of Office administered to reappointed Municipal Court Judge James Woltz

9. Joint Public Hearing

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

A. Zone classification change request for a 0.3337 acre tract of land out of Lot 9 Block 2, Friendswood Subdivision, located at 315 S. Friendswood Dr., Friendswood, Galveston County, Texas, to change from Light Industrial (LI) to Downtown District (DD).

B. Zone classification change request for a 0.6804 acre tract of land out of Reserve A of Forest Creek Subdivision, located at 4203 Friendswood Link Rd., Friendswood, Harris County, Texas, to change from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use #713940 Fitness and Recreational Sports Centers.

10. 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)

11. Communications from Committees and Special Reports

A. Annual Report from Friendswood Downtown Economic Development Corporation President Alton Todd

B. Annual report from West Ranch Management District Board President Brian Gibson

12. City Manager's Report

A. Stevenson Park Mural

B. National Weather Service STORMREADY Recognition

C. Hurricane Harvey Update

RECESS THE CITY COUNCIL MEETING

CONVENE A MEETING OF THE CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST PER THE POSTED AGENDA

ADJOURN THE CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST MEETING

RECONVENE THE CITY COUNCIL MEETING

13. **Discussion and possible action regarding authorizing the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.**

14. **Discussion and possible action regarding an amendment to the Appointment Policy for Boards, Committees and Commissions.**

15. **Discussion and possible action regarding approving appointments/ reappointments to the following Boards, Committees and Commissions:**
    A. **Keep Friendswood Beautiful appointment of Ashley Mannschreck to fill the unexpired term of Tamara Zurawski who resigned with a term expiring November 2019.**
    B. **Construction Board of Adjustment and Appeals appointment of Cody Owen and Tom Hinckley as alternate members to 3 year terms expiring July 2021.**
    C. **Library Board appointment of current alternate members, JoBeth Brizendine, Benette Rowley, and Madeline Short to regular members with terms expiring July 2021.**

16. **Discussion and possible action regarding amendment to design contract for Lift Station No. 23 with Lockwood, Andrews, & Newnam, Inc.**

17. **Discussion and possible action regarding disposition of RFP No. 2018-16 for Emergency Medical Services Billing & Collections.**

18. **Discussion and possible action regarding ratifying the City Manager's signature on the letter of termination to mowing vendor.**

19. **Discussion and possible action regarding disposition of RFP 2018-02 City Property Lawn Mowing and Maintenance Services, first vendor contract was terminated due to inability to fulfill responsibilities.**

20. **Discussion and possible action regarding approving a tri-party agreement with Harris County and Coastal Bend Property Development, LP, for the relocation of a waterline and public improvements associated with Beamer Road near FM 2351.**

21. **Discussion and possible action regarding concurrence with Council to appoint Matthew Riley as the Library Director.**

22. **Discussion and possible action regarding a City of Friendswood Flood Vulnerability Study.**

23. **Discussion and possible action regarding approval of Friendswood Downtown Economic Development Corporation contract with Traffic Engineers, Inc., for Grant Writing Services.**

24. **Resolutions**

    Consideration and possible action regarding the following:

    A. **Resolution R2018-14: A resolution of the City Council of the City of Friendswood,**

Texas, determining that land is needed for the construction, operation, maintenance, and extension of Friendswood Lakes Blvd; accepting the dedication of said land from Cypress Creek Holdings, Ltd., Melissa Cleaves Benson, Constance Cleaves Brakebill, Virginia Parrish Cleaves, Ted Cleaves, and Catherine Cleaves Mahon, and Yellowstone Hill Country Ranch, LLC, property owners.

B. Resolution R2018-15: A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

25. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2018-21: (Title: First reading of an ordinance rezoning a 0.3337 acre tract of land located at 315 S. Friendswood Dr., Friendswood, Texas, (as more fully described herein), from Light Industrial (LI) to Downtown District (DD)) An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, by amending the zoning classification for a .3337 acre tract of land located at 315 S. Friendswood Dr., Friendswood, Texas, situated in the Sarah McKissick League, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2, Friendswood Subdivision, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's records, City of Friendswood, Galveston County, Texas; amending the zone classification from Light Industrial (LI) to Downtown District (DD), all as more specifically provided herein; 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.

B. Ordinance No. T2018-22: (Title: First reading of an ordinance amending the zoning classification for a tract or parcel containing 0.6804 acres located at 4203 Friendswood Link Rd., Friendswood, Texas, by granting a zone classification change from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use #713940 "Fitness and Recreational Sports Centers," as more fully described herein) 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 0.6804 acres of land, being out of Reserve "A" of Forest Creek Subdivision, situated in the Sarah McKissick Survey, Abstract 549, 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 #713940 "Fitness and Recreational Sports Centers;" 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. T2018-23: (Title: First reading of an ordinance repealing Ordinance No. 2017-36 and amending Sec. 34-24 to include 2018/2017/2007 preliminary FEMA maps, which establish the areas of special flood hazard for the City of Friendswood) An ordinance repealing Ordinance No. 2017-36 and amending the Code of Ordinances of the City of Friendswood, Texas, by deleting from Chapter 34 thereof all of Section 34-24 and substituting therefor

a new Section 34-24; providing for adoption of "The Flood Insurance Study for Galveston County, Texas and Incorporated Areas," dated February 28, 2018, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated January 6, 2017, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated June 18, 2007; providing a penalty of an amount not to exceed $2,000 for each day of violation hereof; and providing for severability.

D. Ordinance No. T2018-24: (Title: First and final reading of an ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2017-2018 to provide for supplemental appropriation and/or transfer of certain funds) An ordinance amending City of Friendswood, Texas, Ordinance No. 2017-32, passed and approved October 2, 2017, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2017-2018 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

26. Communications from the Mayor and Councilmembers

A. Drainage Sub-Committee Update

27. Consent Agenda

Consideration and possible action regarding the following:

A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the September City Council meeting to September 10, 2018, due to the Labor Day holiday on Monday, September 3, 2018

B. Approval of the Galveston County Cooperative Evacuation Plan

C. Approval of the Galveston County Cooperative Reentry Plan

D. Approving a Congregate Meal Program Interlocal Agreement with Galveston County Parks and Senior Services Department for the City's Senior Citizen meal program

E. Approving a modification to the lease agreement with Crown Castle tower on East Willowick Avenue

F. Accepting the June 2018 Property Tax Report

G. Approving the Minutes of the May 14, 2018, and June 02, 2018, Council Meeting

28. Adjournment

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

I, 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 AUGUST 02, 2018, AT 5:20 PM.

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: August 6, 2018

Date Submitted: July 31, 2018 Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart Originating Department: PW

Subject: Update on 2013 Bond Program Projects and Other Capital Projects

Proceeding: Work Session City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At the February 2014 Council meeting, Council directed staff to pursue the Seven-Year plan in undertaking the 2013 Bond Program. Since that meeting, the following activities have been started relative to the bond projects (***please note, a PowerPoint presentation will be provided at the meeting Monday night for additional background***):

- **Old City Park** –The notice to proceed was issued May 14, 2018 and the contractor mobilized on May 22, 2018. The revised project includes a parking lot, 1,650 linear feet of sidewalks, and storm sewer. Storm drainage infrastructure installation is complete. Contractor has begun paving portion. Story Architects has completed the design of the Restroom Building and Pavilion and City staff are reviewing the plans.

- **Blackhawk Boulevard Phase II** –The City issued the notice to proceed for June 4, 2018. Joslin has started demolition of the pavement from Edenvale to Royal. The contractor is working on the water lines in addition to the pavement. Traffic control has been an ongoing issue and City Staff, Engineer, and Contractor have met at least three separate times to rectify concerns.

- **Pavement Management Study –** The City has received the final report and has advertised a Bid for the 2018 Street Maintenance program. Staff anticipates bringing a recommendation to the September meeting.

- **Lift Station** – Lift Station 23 (FM 518 near Century Ln.) – Staff has reviewed the engineer's recommendation on the wet well and met with the design team to resume design for the project. Staff is coordinating with the engineer on an amendment to the contract, and aiming to take before Council at the August meeting. The plan is to go out for bids the fourth quarter of this year or first quarter of 2019.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None

ATTACHMENTS

CM Report July 2018
Seven Year Plan
Year One Street List and Map

Capital Projects Monthly Report

July 2018

I. 2013 BOND PROJECTS – ROUND 1

FS#4 Renovations & New Fire Station at PSB
GO1501 & GO1502

Project Manager:		Tuan Nguyen		
Project Funding Source:		*2013 Facilities Bond*		
Approved Project Budget:		*$6,500,000.00*		
Approved Change Orders:		*-$20,000.00*		
Estimated Completion:		*August 2017*		
Project Status:		*Under Construction*		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	$478,000.00	-$20,000.00	$458,000.00	$452,246.13
Construction:	$6,100,500.00	$0.00	$6,100,500.00	$5,795,475.00
Miscellaneous:	$6,500.00		$6,500.00	$6,500.00
Testing:				
Total:	$6,585,000.00	-$20,000.00	$6,565,000.00	$6,254,221.13
Contingency	$0.00	$0.00	$0.00	$0.00

For FS4: Punch list completed. Certificate of Occupancy was issued on May 5, 2017.
For FS1: Punch list completed. Certificate of Occupancy was issued on August 1, 2017.

Centennial Park Basketball Pavilion
GO1504

Project Manager:		Jameson S. Appel, CFM		
Project Funding Source:		*2013 Parks Bond Program*		
Approved Project Budget:		*$750,000.00*		
Approved Change Orders:		*$37,103.00*		
Estimated Completion:		*February 2017*		
Project Status:		*Under Construction*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$33,000.00	$0.00	$33,000.00	$30,202.11
Construction:	$462,000.00	$34,547.75	$496,547.75	$471,720.36
Miscellaneous:	$2,000.00	$0.00	$2,000.00	$2,000.00
Testing:	$8,142.00	$2,555.25	$10,697.25	$10,697.25
Total:	$505,142.00	$37,103.00	$542,245.00	$514,619.72
Contingency:	$8,658.00		$0.00	$8,658.00

Certificate of Occupancy was issued on August 1, 2017 and the project was accepted at the August meeting.

Capital Projects Monthly Report
July 2018

Lake Friendswood Park
GO1506A

Project Manager:		Jameson S. Appel, CFM		
Project Funding Source:		*2013 Parks Bonds Program*		
Approved Project Budget:		*$1,080,000.00*		
Approved Change Orders:		*$145,281.65*		
Estimated Completion:		*January 2017*		
Project Status:		*One-Year Maintenance Period*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$0.00	$0.00	$0.00	$0.00
Construction:	$701,189.50	$146,981.65	$848,171.15	$845,921.15
Miscellaneous:	$0.00	$0.00	$0.00	$0.00
Testing:	$5,776.00	-$1,700.00	$4,076.00	$3,990.00
Total:	$706,965.50	$145,281.65	$852,247.15	$849,911.15
Contingency	$70,110.00		$21,110.00	$49,000.00

Lake Friendswood Park trail, restroom, and pavilion is complete. COF Parks Department is working on adding amenities to the pavilion and sidewalk to the workout stations. No change since last report.

Old City Park
PK0070

Project Manager:		*Tuan Nguyen*		
Project Funding Source:		*2013 Parks Fund Program*		
Approved Project Budget:		*$400,000.00*		
Approved Change Orders:		*-$125,035.50*		
Estimated Completion:				
Project Status:		*Design Phase*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$10,500.00	$0.00	$10,500.00	$10,500.00
Construction:	$419,038.30	-$125,035.50	$294,002.80	$0.00
Miscellaneous:	$99,165.32	$0.00	$99,165.32	$62,942.16
Testing:	$9,300.00	$0.00	$9,300.00	$765.75
Total:	$538,003.62	-$125,035.50	$663,039.12	$74,207.91
Contingency	$0.00		$0.00	$0.00

Underground piping coordinates were completed by City staff and given to the Contractor.
The Contractor mobilized on May 22 and has begun their dirt work. Underground drainage complete. Pavement demolition and ground clearance complete.

Capital Projects Monthly Report

July 2018

2013 Street Bond Projects – Round 1
GO1509, GO1510, GO1511 & GO1512

Project Manager:		Tuan Nguyen		
Project Funding Source:		*2013 Street Bond Program and FY2016 Street Funds*		
Approved Project Budget:		*$2,869,162.38*		
Approved Change Orders:		*$60,624.41*		
Estimated Completion:		*August 2017*		
Project Status:		*Under Construction*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$221,698.00	$0.00	$221,698.00	$214,098.08
Construction:	$2,460,424.38	$67,936.91	$2,528,361.29	$2,444,445.84
Miscellaneous:	$15,000.00	$7,312.50	$7,687.50	$7,687.50
Testing:	$64,040.00	$0.00	$64,040.00	$52,854.50
Total:	$2,761,162.38	$60,624.41	$2,891,078.33	$2,719,085.92
Contingency:	$123,000.00		$49,906.62	$73,093.38

Project is completed. The project was accepted by City Council at the November 2017 meeting. No change since last report.

Woodlawn Avenue Reconstruction
GO1516

Project Manager:		Tuan Nguyen		
Project Funding Source:		*2013 Street Bond Program*		
Approved Project Budget:		*$569,000.00*		
Approved Change Orders:		*$0.00*		
Estimated Completion:		*N/A*		
Project Status:		*In Design*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$81,710.00	$0.00	$81,710.00	$77,210.00
Construction:	$453,682.30	$0.00	$453,682.30	$426,693.92
Miscellaneous:	$0.00	$0.00	$0.00	$0.00
Testing:	$0.00	$0.00	$0.00	$0.00
Total:	$535,392.30	$0.00	$535,392.30	$503,903.92
Contingency:				

Project is completed. The project was accepted by City Council at the November 2017 meeting. No change since last report.

Capital Projects Monthly Report

July 2018

II. CITY COUNCIL'S PRIORITY PROJECTS

1776 Park Improvements
PK0052

Project Manager:		James Toney		
Project Funding Source:		*PDO*		
Approved Project Budget:		*$31,000.00*		
Approved Change Orders:		*$0.00*		
Estimated Completion:		*N/A*		
Project Status:		*Project Planning*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:				
Construction:				
Miscellaneous:				
Testing:				
Total:				
Contingency				

Parks and Recreation Department is working with the Rotary Club and Galveston County Consolidated Drainage District) GCCDD on installing a canoe launch at this park. City Staff is investigating with the Galveston County Consolidated Drainage District potential changes in the park to create additional in line detention in Clear Creek.

Activity Center Feasibility Study
8AB452

Project Manager:		Rick Watkins		
Project Funding Source:		*General Fund Balance:*		
Approved Project Budget:		*$5,000.00*		
Approved Change Orders:		*$0.00*		
Estimated Completion:		*October 2017*		
Project Status:		*In Review*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Total:	$5,000.00	$0.00	$5,000.00	$5,000.00

Joiner Architect gave their presentation of the feasibility study findings and recommendations to the City of Friendswood staff and City Council at the August 7, 2017 council meeting. No change since the last report.

Blackhawk Boulevard Phase II
GO1515

Project Manager:		Rick Watkins		
Project Funding Source:		*2013 Street Bonds Phase III*		
Approved Project Budget:		*$5,582,547.95*		
Approved Change Orders:		*$0.00*		
Estimated Completion:				
Project Status:		*Under Design*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$849,168.95	$0.00	$849,168.95	$719,727.61
Construction:	$4,580,886.90	$0.00	$4,580,886.90	$0.00
Miscellaneous:	$1,951.00	$0.00	$1,951.00	$1,951.00
Testing:	$0.00	$0.00	$0.00	$0.00
Total:	$5,432,006.85	$0.00	$5,432,006.85	$721,678.61
Contingency	$0.00		$0.00	$0.00

The heavy rains have delayed the project from starting the excavation for underground utlities. The Traffic control signs and devices were installed but we continue to have issues with vehicles not staying in their lane. We have started breaking the old concrete up and hauling it away. Various materials have started being delivered and we are hoping to start installing the new water line and new storm water piping in the next few weeks.

III. Water & Sewer Bond Projects

Water Plant #2 Replacement
UW0017

Project Manager:		Tuan Nguyen		
Project Funding Source:		*Water & Sewer Working Capital*		
Approved Project Budget:		*$1,414,032.00*		
Approved Change Orders:		*-$17,500.00*		
Estimated Completion:				
Project Status:		*One-Year Maintenance Period*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$108,540.00	$0.00	$108,540.00	$104,784.98
Construction:	$1,229,000.00	-$17,500.00	$1,211,500.00	$923,820.85
Miscellaneous:	$0.00	$0.00	$0.00	$0.00
Testing:	$15,042.00	$0.00	$15,042.00	$9,104.00
Total:	$1,352,582.00	-$17,500.00	$1,370,082.00	$1,037,709.83
Contingency	$61,450.00		$61,450.00	$0.00

Project is complete however no longer operational due to events from Hurricane Harvey. The City is working with FEMA officials under Emergency Protective Measures to rehabilitate/fix the damages sustained. City staff have worked had to get the plant operational again and are now at the point of testing the well for contaminants as one would normally do after a rebuild or new well.

Capital Projects Monthly Report
July 2018

Lift Station #18 Replacement
USL018

Project Manager:		Tuan Nguyen		
Project Funding Source:		*Water & Sewer Working Capital*		
Approved Project Budget:		*$500,000.00*		
Approved Change Orders:		*$23,955.60*		
Estimated Completion:		*September 2017*		
Project Status:		*One-Year Maintenance Period*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$86,390.00	$0.00	$86,390.00	$86,390.00
Construction:	$815,155.60	$23,955.60	$839,111.20	$839,111.20
Miscellaneous:	$825.00	$0.00	$825.00	$825.00
Testing:	$8,889.00	$0.00	$8,889.00	$2,562.32
Total:	$911,259.60	$23,955.60	$943,304.00	$928,888.52
Contingency	$15,000.00		$15,000.00	$0.00

Lift station was accepted by Council at the September 11, 2017 meeting. No change since last report.

Lift Station #23 Replacement
WS1601

Project Manager:		*Public Works Staff*		
Project Funding Source:		*Water and Sewer Working Capital*		
Approved Project Budget:				
Approved Change Orders:				
Estimated Completion:				
Project Status:		*In Design*		
	Original Contract Amount	**Approved Change Orders**	**New Contract Amount**	**Amount Expended**
Design:	$158,800.00	$0.00	$158,800.00	$66,099.80
Construction:	$0.00	$0.00	$0.00	$0.00
Miscellaneous:	$55,540.00	$0.00	$55,540.00	$55,540.00
Testing:	$0.00	$0.00	$0.00	$0.00
Total:	$214,340.00	$0.00	$214,340.00	$121,639.80
Contingency				

A Design contract was awarded during the February Council meeting. Lockwood, Andrews, and Newman were awarded the contract and have started the basic design of the Lift Station #23. As a component of design, an issue has arisen in regard to our ability to reuse the existing force main. TCEQ regulations may impact the use of the existing force main, requiring the installation of a new, smaller one. Staff is continuing to work with LAN on the design changes. Staff is working with individual contractors for an in-depth evaluation of the wet well. Staff held a Pre-Con/Coordination meeting on January 23. Inspection of the wet well occurred on February 14, 2018, the finalized report has been received and being reviewed. City staff met with LAN to discuss the best method to proceed on the project last week. An amendment to the contract is on the August agenda for Council to discuss.

IV. RESIDENTIAL DEVELOPMENTS

Arbor Gate Section #6 – Utilities
All testing has passed and awaiting final walkthrough for acceptance. Substantial completion walk-thru completed awaiting completion of punch list for acceptance. Project is complete awaiting completion of project documents before acceptance. City Council approved acceptance on May 7, 2018.

Arbor Gate Section #6 – Paving
Paving complete awaiting final walkthrough for acceptance. Substantial completion walk-thru completed awaiting completion of punch list for acceptance. Project is complete awaiting completion of project documents before acceptance. City Council approved acceptance on May 7, 2018.

Friendswood Lakes Blvd – Paving/Utilities
All paving and utilities installed, finalizing second stage of inlets and dressing. Substantial completion walk-thru was held February 21, contractor is currently working to complete the punch list. City Council approved acceptance on May 7, 2018.

Sterling Creek Section #3
Council Acceptance September 11, 2017. No change since last report. One year warranty walk-thru completed 7/17/2018, all punch list items completed 7/23/2018.

Friendswood Trails – Paving/Utilities
A preconstruction meeting was held September 25, 2017. The general contractor is Angel Brothers. Underground utilities completed. Paving is completed. All utilities tested. Minor second stage work and drainage swales in reserve still outstanding. City staff conducted a walk thru on July 30th to create a punch list for the completion of the subdivision.

V. COMMERCIAL DEVELOPMENTS

The Beldon Senior Apartments
A pre-construction meeting for the section was held January 10, 2017. The general contractor is David Wight Construction the testing lab is Coastal Labs. Bac T's completed, minor sanitary sewer testing still pending. No change since last report.

VI. ADMINISTRATIVE & IN-HOUSE PROJECTS

Crawford Ditch Evaluation – 100% upload of data, reviewing and finalizing details.

Technical Specifications – Reviewing current Specifications.

Sign Policy – Finished and on the Website.

Capital Projects Monthly Report
July 2018

Capital Improvements Program - Revised Capital Improvements Program Manual approved and on the website.

Design Criteria - Revised Design Criteria Manual (2017) and on the website.

Right of Way Permits Approved:
2018-46 – 1007 Cowards Creed Drive – CPG
2018-47 – 5 Dirt Road – CPG
2018-48 – FM 518 & Willowick Avenue – MCI
2018-49 – 5407 Timpani Drive – CPG
2018-50 – 820 S. Friendswood Drive (FM 518) – ATT

Ordinance 300 Requests – Approved
2017-32 – Emergency Signage at the Harold Whitaker Drive
2017-27 – Sunmeadows – Excessive Speeding
2018-02 – Make One Way between pool and City hall parking lot 2-way traffic
2018-15 – Moore Road – Excessive Speeding

Ordinance 300 Requests – Disapproved
2017-07 – Morningside Drive – No Through Trucks
2017-16 – Winding Way & Leisure Lane – Traffic Signals
2017-25 – Cedarwood Rd at Stonesthrow – Multiple Stop Signs
2017-23 – Paint Rock Road – Excessive Speeding
2017-24 – W. Castlewood – Excessive Speeding
2017-25 – Cedarwood Drive – All Way Stop
2017-30 – Blackhawk Boulevard – Speeding
2017-31 – Austin Chase 2 – Excessive Speeding

Ordinance 300 Requests – Information sent
2017-09 – Peridot Lane – Speed Bumps
2017-17 – Friendswood Lakes Boulevard – Radar Signs

Ordinance 300 Requests – Pending
2017-04 – W. Edgewood Drive (FM 2351) – Speeding
2017 21 – Forest Bend Avenue – Sight distance
2017-28 – Briarmeadow – Cline Traffic
2018-06 – Briarmeadow – Stop Sign Clarity
2018-16 – W. Spreading Oaks Avenue – Excessive Speeding
2018-17 – Greenbriar @ W. Castlewood – Multiple Stop Signs
2018-18 – Pine Drive – Install delineators
2018-19 – Falcon Ridge – Excessive Speeding
2018-20 – Cedarwood Drive – Excessive Speeding

Ordinance 300 Requests – Waiting Requestor Response
2016-10 – Linson Lane – Dead End sign
2016-16 – Galloway School – Flashing Lights and Crosswalk
2016-18 – Wilderness Trails Subdivision – Excessive Speeding
2017-01 – Dominion Court – No Exit/Dead End
2017-15 – Park Water Drive – No Parking

Ordinance 300 Requests – Waiting TxDOT Response
2017-10 – Annalea – Traffic Signal
2018-03 – Request left turn Bay on South FM 518 to Magnolia Avenue
2018-07 – Bay Area Boulevard – Change Traffic Patterns
2018-08 – FM 2351 – Change Traffic Patterns
2018-09 – FM 2351 & FM 518 – Change Traffic Patterns
2018-10 – FM 2351 – Change Traffic Patterns
2018-11 – FM 528 – Change Traffic Patterns
2018-12 – FM 528 – Change Traffic Patterns
2018-13 – FM 528 & Sunset – Change Traffic Patterns
2018-14 – FM 528 & Briarmeadow – Change Traffic Patterns

Ordinance 300 Requests – Work Order – No 300 needed
2017-18 – Friendswood Lakes Boulevard – Change Speed Limit Signs
2017-29 – City Limit Sign on Bay Area Boulevard

VII. ONE-YEAR MAINTENANCE EXPIRATION

PROJECT	DATE
Sterling Creek Section 3	August 8, 2018
Lift Station 18	September 11, 2018
Arbor Gate Section 2	October 2, 2018
2013 Street Bond Project	November 6, 2018
Woodlawn	November 6, 2018
Arbor Gate Section 5	November 6, 2018
Arbor Gate Section 6	May 7, 2019
Friendswood Lakes Boulevard	May 7, 2019

Seven-Year Plan Round 1	
Project	**Est. Capital Cost**
Prop 1 - Public Safety	
Design - Expansion of Station 4 & New Station at PSB	$ 484,500
Prop 2 - Library	
Library Expansion	$ 2,525,000
Prop 3 - Parks	
Centennial Park Improvements	$ 750,000
Expansion of Existing Parks*	$ 1,400,000
Lake Friendswood	$ 500,000
Sportspark Improvements	$ 1,718,000
Stevenson Park Improvements	$ 246,500
Prop 4 - Streets	
Mary Ann Dr	$ 549,000
Shadowbend Ave	$ 393,000
Townes Road	$ 273,000
Winding Road	$ 642,000
Totals Round 1	**$ 9,481,000**

Seven-Year Plan Round 2	
Project	**Est. Capital Cost**
Prop 1 - Public Safety	
Construction of Station 4 Expansion & New Station at PSB	$ 6,100,000
Prop 3 - Parks	
Improvements - Other Parks	$ 670,500
New Parkland*	$ 2,000,000
Totals Round 2	**$ 8,770,500**

Seven-Year Plan Round 3	
Project	**Est. Capital Cost**
Prop 4 - Streets	
Blackhawk Blvd	$ 5,453,000
Woodlawn Dr	$ 400,000
Totals Round 3	**$ 5,853,000**

* Actual cost of new parkland will vary

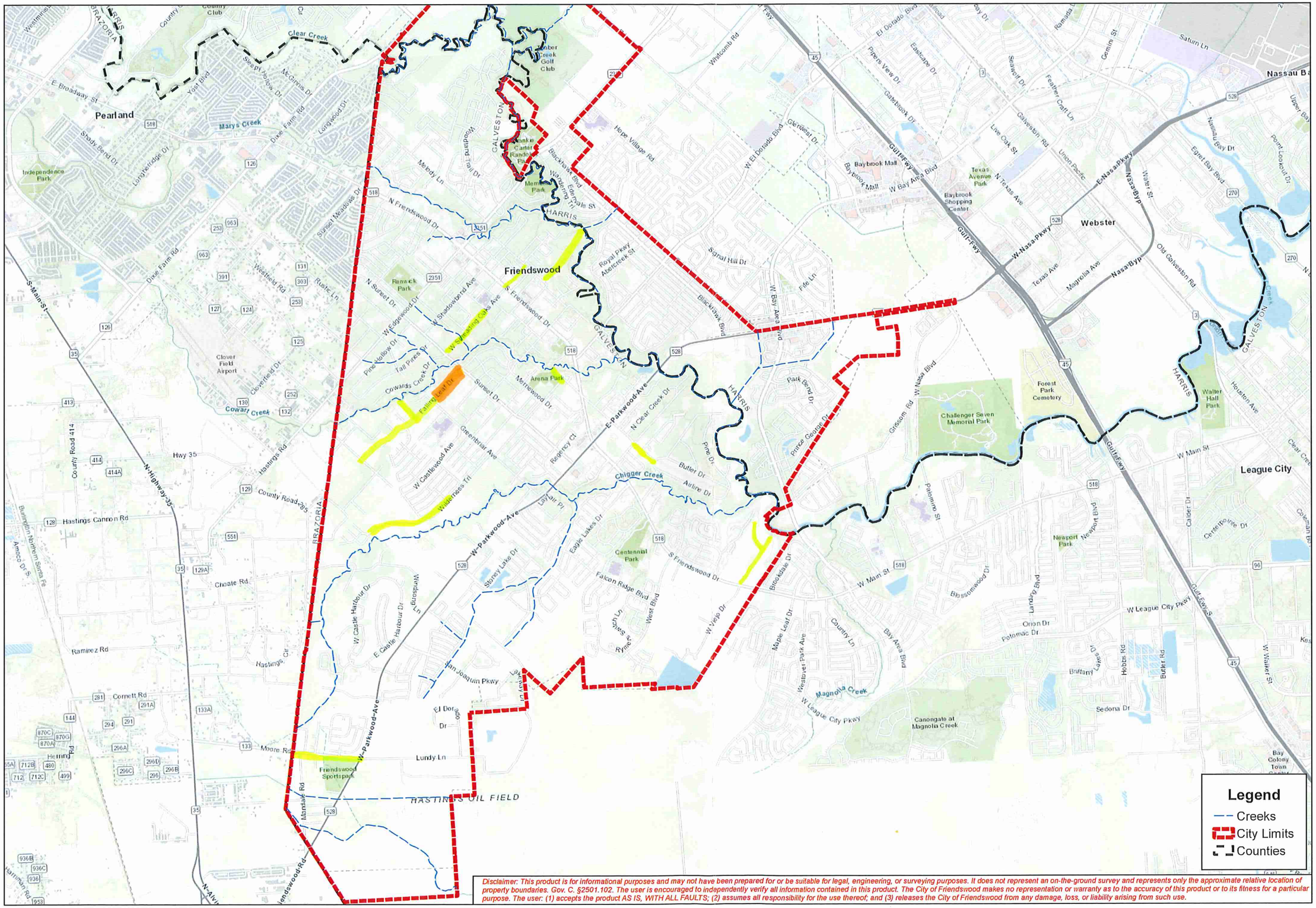
Year One Rehab

CLEARVIEW AVE	QUAKER DR	NE END
FALLING LEAF DR	BAKER RD	GREENBRIAR DR
LINSON LN	NW END	FALLING LEAF DR
MOORE RD	WEST END	FM 528
SPREADING OAKS	FM 518	QUAKER DR
SPREADING OAKS	SUNSET DR	WOODLAWN DR
VIEJO DR	FM 518	NE END
WILDERNESS TRL	CREEKWOOD LN	SPRING CREEK DR
WINDING WAY	LEISURE LN	OAK DR
WINDING WAY	NW END	BRIARMEADOW AVE

Friendswood GIS Mapping

City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

1 " = 4,000 '



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.

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: August 6, 2018

Date Submitted: July 30, 2018 Dept. Clearances: Melinda Welsh, City Secretary

Prepared by: Susan Ballard/Mike Foreman

Subject: Oath of Office to Municipal Court Judge

Originating Department: CSO City Attorney Review: N/A

Proceeding: Special Recognition

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At the July 2, 2018 City Council meeting, the Mayor recommended, and Council approved, the appointment of Judge James Woltz and Associate Judge Robert Barfield to the City of Friendswood Municipal Court. These positions are appointed every two years.

Now that this appointment has been approved by Council, the Oath of Office will be administered.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Judge Barfield was officially sworn in prior to the meeting due to his not being able to attend the Council Meeting. Judge James Woltz will officially be sworn in at the meeting.

RECOMMENDATIONS

ATTACHMENTS

None

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: August 6, 2018

Date Submitted: July 23, 2018 Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone Change request at 315 S. Friendswood Dr. to change from Light Industrial (LI) to Downtown District (DD)

Originating Department: Community Development City Attorney Review: Yes

Proceeding: Joint Public Hearing

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL:	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The new owner of the subject property is requesting to change the zoning from Light Industrial (LI) to Downtown District (DD). The existing building will remain with some alterations to the rear and interior of the building. Changing to DD allows for the development related fees to be waived and would also allow the owner to take advantage of other potential Downtown District opportunities made available by the Friendswood Downtown Economic Development Corporation or other organizations.

The lot and use meet the requirements of the DD zoning district. The supplemental requirements (benches, pavers and lights) of the DD zoning district only apply to new development. The existing structure would be classified as non-conforming as it does not meet the fenestration and façade requirements; however, as long as alterations and additions are in conformance with the non-conforming ordinance, they would be allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as Mixed Use, and it is located within the original boundary of the Downtown District (DD) boundary established by Ordinance 2007-18, and as amended by Ordinance 2008-30.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation after the Joint Public Hearing.

ATTACHMENTS

Application
Deed
Metes and bounds description
Aerial Map
Location Map
Zoning Map
Rezoning Report

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: LI

TYPE OF ZONE CHANGE (check one):

- [x] Land Use Change to Zone: DD
- [ ] Planned Unit Development Option 1
- [ ] Planned Unit Development Option 2
- [ ] Specific Use Permit Option 1
- [ ] Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 315 South Friendswood Drive

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Elizabethtown Properties Phone: 281.842.8300

Owner's Mailing Address: 11831 West Fairmont Pkwy.

City: La Porte State: TX Zip: 77571 Fax: 281.842.8314

Owner's Email Address: johnmchazlett@mmprotection.com

AGENT'S NAME : N/a Phone: _____

Agent's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Agent's Email Address: _____

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: 6.29.18

Agent's Signature: N/a Date: N/a

Received By: BSummers	Application Number: 2018-0023
Date of Public Hearing: Aug 6	Received Date: 7-2-18
Property Owner Notices: 7-27	Newspaper Notice: 7-16
	Sign on Property: 7-27

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.

After Recording Return To:
Texas Citizens Bank, N.A.
P.O. Box 890029
Houston, TX 77289-0029

RECORDED BY
SOUTHLAND TITLE, LLC
GF# 1860050

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

1. Grant of Lien. Effective as of June 26, 2018 (the "Effective Date"), ELIZABETHTOWN PROPERTIES, LLC, a Texas limited liability company ("Borrower") whose address is 11831 W. Fairmont Parkway, La Porte, Texas 77571-6003, for and in consideration of the indebtedness hereinafter described and in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY, in trust, unto MICHAEL L. CORNETT of Harris County, Texas, whose address is P.O. Box 890029, Houston, TX 77289-0029, as Trustee and all substitute trustees hereunder ("Trustee"), that certain tract or parcel of land (the "Land") being more particularly described on Exhibit A attached hereto together with (a) all the buildings and other improvements now on or hereafter located thereon; (b) all materials, equipment, fixtures or other property whatsoever now or hereafter attached or affixed to or installed in said buildings and other improvements, including, but not limited to, all heating, plumbing, lighting, water heating, cooking, laundry, refrigerating, incinerating, ventilating and air conditioning equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and apparatus, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, engines, machines, elevators, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows, awnings, drapes, and rugs and other floor coverings, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which materials, equipment, fixtures and other property are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the indebtedness herein mentioned; (c) all easements and rights of way now and at any time hereafter used in connection with any of the foregoing property or as a means of ingress to or egress from said property or for utilities to said property; (d) all interests of Borrower in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; and (e) all rights, estates, powers and privileges appurtenant or incident to the foregoing (collectively, the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and its assigns, forever, in trust, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the Mortgaged Property unto Trustee, its successors and assigns, forever, against the claim or claims of all persons whomsoever claiming or to claim the same, or any part thereof.

2. Grant of Security Interest. In order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower hereby grants to Lender (as hereinafter defined) a security interest in all of Borrower's property, including without limitation goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Borrower now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the Land, or otherwise located on said Land, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein, all security deposits (whether cash, one or more letters of credit, bonds or other form of security), additional contingent consideration (including, without limitation, stock warrants), and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Property (as hereinafter defined), all monetary deposits which Borrower has been required to give to any public or private utility, all rents and other amounts from and under leases of all or any part of the Property, all issues, profits and proceeds from all or any part of the Property, all proceeds (including premium refunds) of each policy of insurance relating to the Property, all proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in escrow for the payment of ad valorem taxes, assessments and charges and/or premiums for policies of insurance with respect to the Property, all contracts related to the Property, any agreement relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option currency option or any other similar transaction, all money, funds, accounts (including tax/insurance reserve accounts, capital improvement reserves, tenant improvement reserves, and leasing commission reserves), instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), all notes or chattel paper arising from or related to the Property, all permits, approvals, entitlements, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, all marketing materials, all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the construction upon, use, occupancy, leasing, marketing, sale or operation of the Property, all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property, all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or

character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof (all of the property described in this paragraph hereinafter collectively called the "Collateral") and all proceeds of the Collateral. (The Mortgaged Property and the Collateral are herein sometimes collectively called the "Property".)

3. Assignment of Rents. In order to provide a source of future payment of the Indebtedness (as defined below), Borrower does hereby absolutely and unconditionally assign, transfer and set over to Lender all rents, revenues, issues and profits now or hereafter accruing to the benefit of Borrower, pertaining to or arising from the Property, including, without limitation, all rights to payment from credit/charge card organizations and all the records and books of account now or hereafter maintained by Borrower in connection with the operation of the Property and buildings, income, proceeds, profits, security and other benefits paid or payable by parties for the use, lease, license, operation or other enjoyment of the Property (collectively, the "Rents"), TO HAVE AND TO HOLD unto Lender forever, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the title to the Rents unto Lender against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

4. Indebtedness. This Deed of Trust, Security Agreement and Assignment of Rents (this "Security Instrument") is made to secure and enforce the payment of the following note, obligations, indebtedness and liabilities: (a) the Promissory Note (such note and all other notes given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, collectively, the "Note") of even date herewith in the original principal amount of $446,250.00, executed by Borrower, payable to the order of TEXAS CITIZENS BANK, N.A. ("Lender"), whose address is 4949 Fairmont Parkway, Pasadena, Texas 77505, bearing interest at the rate therein stated, with final maturity being November 26, 2033, such Note providing, in part, that if certain defaults occur, the unpaid principal thereof and all accrued unpaid interest may be declared due and payable, at the holder's option, prior to the stated maturity thereof, and providing further for the payment of reasonable attorney's fees and other expenses of collection, subject to the terms and conditions of that certain Loan Agreement (the "Loan Agreement") of even date herewith between Borrower and Lender and (b) any funds hereafter advanced by Lender to or for the benefit of Borrower, or as contemplated by any Loan Document (as defined in the Loan Agreement) (all of the aforesaid, the "Indebtedness"). Said Indebtedness shall be payable at the above stated address of Lender or at such other place as Lender may hereafter direct in writing; and, unless otherwise provided herein or in the instrument evidencing the Indebtedness, shall bear interest at the same highest then applicable rate per annum as the Note bears, from date of accrual of the Indebtedness until paid. In addition, any and all reasonable attorney's fees and expenses of collection payable under the terms of the Note shall be and constitute a part of the Indebtedness secured hereby. This Security Instrument shall also secure all renewals, rearrangements, extensions and enlargements of any of the Indebtedness.

5. Incorporation of Representations, Warranties and Covenants; Undefined Terms. The Representations and Warranties contained in Article 2 and the Covenants contained in Article 3 of the Loan Agreement are incorporated herein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Loan Agreement.

6. Rents.

(a) Until receipt from Lender of notice of the occurrence of an Event of Default (as defined in the Loan Agreement) (a "Notice of Default"), each tenant under a lease of all or a portion of the Property shall pay Rents directly to Borrower and Borrower shall have the right to receive such Rents provided that Borrower shall hold such Rents as a trust fund to be applied first to the payment of the Note, second to the payment of all taxes, insurance premiums, utility charges, maintenance and repair costs, replacement reserves and other operating, management and maintenance expenses of the Property, as same become due, and finally, Borrower may use the balance of the Rents collected in any manner not inconsistent with the Loan Documents.

(b) Upon the delivery of a Notice of Default, without further consent of Borrower, Borrower hereby authorizes any and all tenants to make future payments of Rents to Lender. Thereafter, Lender will have the exclusive right, power and authority to collect the Rents, regardless of whether a foreclosure sale of any or all of the Property has occurred under this Security Instrument, or whether Lender has taken possession of any or all of the Property or attempted to do any of the same. In no event will the assignment of Rents in this Security Instrument reduce the Indebtedness, except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Indebtedness. As between Lender and Borrower, and any person claiming through or under Borrower other than any tenant under a lease of the Property who has not received a Notice of Default pursuant hereto, this assignment of Rents is intended to be absolute, unconditional and presently effective, and the provisions hereof for notification of tenants under a lease upon the occurrence of an Event of Default are intended solely for the benefit of each such tenant and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a tenant who has not received such notice. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this assignment.

(c) Neither the acceptance by Lender of this assignment of Rents, nor the granting of any other right, power, privilege or authority herein concerning the Rents, nor the exercise of any of the aforesaid, will (i) prior to the actual taking of physical possession and operational control of the Property by Lender, be deemed to constitute Lender as a "mortgagee in possession" or (ii) at any time thereafter, obligate Lender (A) to appear in or defend any action or proceeding relating to the Rents or the Property, (B) to take any action hereunder, (C) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any lease, (D) to assume any obligation or responsibility for any tenant deposits which are not physically delivered to Lender, or (E) to assume any obligation or responsibility for any injury or damage to person or property sustained in or about the Property.

(d) This assignment of Rents will terminate upon the release of this Security Instrument but no tenant under a lease will be required to take notice of such termination until a copy of a release of this Security Instrument has been delivered to such tenant.

(e) Contemporaneously with the execution of this Security Instrument, Borrower is executing an Absolute Assignment of Rents of even date herewith in favor of Lender. To the extent any provision above is construed to contradict, conflict with or be

inconsistent with any term, condition or provision contained in such Absolute Assignment of Rents, the applicable terms, conditions and provisions of the Absolute Assignment of Rents shall supersede such contradicting, conflicting or inconsistent provisions hereof.

7. Defense of Title. If, while this Security Instrument is in force, the title of Trustee to the Property, or any part thereof, shall be endangered or shall be attacked directly or indirectly, Borrower hereby authorizes Lender, at Borrower's expense, to take all necessary and proper steps for the defense of said title, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title.

8. Borrower' Successors in Interest. In the event the ownership of the Property or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or for the Indebtedness or waiving the provisions hereof. No sale of the Property and no forbearance on the part of Lender, and no extension of the time for the payment of the Indebtedness given by Lender, will operate to release, discharge, modify, change or affect, either in whole or in part, any original liability of Borrower, or the liability of the guarantors or sureties of Borrower, or of any other party liable for the payment of the Indebtedness or any part thereof.

9. Default and Acceleration. Upon the occurrence of an Event of Default, Lender, at Lender's option, and without demand, presentment for payment, notice of nonpayment, grace, protest, notice of protest, notice of intent to accelerate the Indebtedness, notice of acceleration of the Indebtedness, or any other notice, all of which are hereby expressly waived by Borrower, may declare the entire unpaid balance and accrued interest on the Note and any other unpaid Indebtedness immediately due and payable, whereupon it shall be so due and payable.

10. Survival of Covenants and Liens. All of the covenants and agreements of Borrower set forth herein and in the other Loan Documents will survive the execution and delivery of this Security Instrument and shall continue in full force and effect until the Indebtedness is paid in full. If Borrower pays all of the Indebtedness, then, and then only, this conveyance will become null and void and shall be released in due form, upon Borrower's written request and at Borrower's expense; otherwise, it shall remain in full force and effect. No release of this conveyance or the lien thereof will be valid unless executed by Lender.

11. Foreclosure and Sale. If an Event of Default shall occur, Lender may, at Lender's election and by or through Trustee or otherwise, sell or offer for sale, in one or more sales, all or any part of the Mortgaged Property, in such portions, order and parcels as Lender may determine, with or without having first taken possession of same, to the highest bidder for cash (or credit on the Indebtedness if Lender is the highest bidder) at public auction. Such sale shall be made at the courthouse of the County in which the Mortgaged Property (or any of that portion thereof to be sold) is located, on the first Tuesday of any month (unless the first Tuesday of the month is January 1 or July 4, in which event the sale will be on the first Wednesday of the month) between the hours of 10:00 A.M. and 4:00 P.M. after giving legally adequate written

notice of sale of that portion of the Mortgaged Property to be sold, at least twenty-one (21) consecutive days prior to the date of said sale:

(a) by posting at the courthouse of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a written notice designating the county in which the Mortgaged Property will be sold;

(b) by filing in the office of the county clerk of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a copy of the notice posted under subparagraph (a); and

(c) by serving written notice of the sale on each debtor who, according to the records of Lender, is obligated to pay the Note (and, in the event the proceeds of the foreclosure sale are to be applied to a portion of the Indebtedness other than or in addition to the Note, then to each debtor who, according to the records of Lender, is obligated to pay such portion of the Indebtedness), such service to be complete and effective when the notice is deposited in the United States mail, postage prepaid and addressed to the debtor at the debtor's last known address as shown in the records of Lender.

In the alternative, such notice and sale may be accomplished in such manner as permitted or required by Title 5, §51.002 of the Texas Property Code (as amended, the "Property Code") relating to the sale of real property under contract lien and/or by Chapter 9 of the Texas Business and Commerce Code (as amended, the "UCC") relating to the sale of collateral after default by a debtor (as said title and chapter now exist or may be hereafter amended or succeeded), or by any other present or subsequent laws or regulations relating to same. In instances where the Mortgaged Property is located in states other than Texas, such sales shall be made in accordance with the legal requirements for such state, including, to the extent relevant, the Uniform Commercial Code in effect for such state (also included in the defined term "UCC"). Nothing contained in this paragraph shall be construed to limit in any way Trustee's rights to sell the Property by private sale if, and to the extent that, such private sale is permitted under the laws of the state where the Property (or that portion thereof to be sold) is located, or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same. At any such sale (a) whether made under the power herein contained, the Property Code, the UCC, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it will not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Property (Borrower hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee), and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (b) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Borrower, (c) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Note (and/or other portion of the Indebtedness with respect to which the sale has been conducted), advertisement and conduct of such sale in the manner provided herein and otherwise by law, and appointment of any successor Trustee hereunder, (d) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (e) the receipt of

Trustee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof, (f) to the fullest extent permitted by law, Borrower will be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Borrower, and (g) to the extent and under such circumstances as are permitted by law, Lender may be a purchaser at any such sale. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Trustee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default will not be exhausted by any one or more sales.

The Trustee making such sale will receive the proceeds thereof and apply same as follows: (w) to the payment of all expenses of advertising, selling, and conveying the Mortgaged Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums, or other sums including reasonable attorneys' fees and expenses and a reasonable fee or commission to Trustee, not to exceed five percent (5%) of the proceeds thereof or sums so received, (x) to the remainder of the Indebtedness as follows: first, to the remaining accrued but unpaid interest, second, to that portion of the Indebtedness which is not, for any reason whatsoever, secured by the Loan Documents, third, to the matured portion of principal of the Indebtedness, and fourth, to prepayment of the unmatured portion, if any, of principal of the Indebtedness applied to installments of principal in inverse order of maturity, (y) the balance, if any and to the extent applicable, remaining after the full and final payment of the Indebtedness and full performance and discharge of the obligations, to the lender of any inferior liens covering the Mortgaged Property, if any, in order of the priority of such inferior liens (Trustee and Lender shall hereby be entitled to rely exclusively upon a commitment for title insurance issued to determine such priority), and (z) the cash balance, if any, to Borrower.

12. Fair Market Value for Calculating Deficiencies. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORROWER EXPRESSLY 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 (AS AMENDED FROM TIME TO TIME).** In the event the foregoing waiver is found by a court of competent jurisdiction to be ineffective or invalid for any reason, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by §§ 51.003, 51.004 and 51.005 of the Property Code:

(a) The Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure,

(b) The valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve months) following the foreclosure sale,

(c) All closing costs customarily borne by the seller in a commercial real estate transaction should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey and environmental study of the Property, tax prorations, reasonable attorneys' fees and expenses, and marketing costs,

(d) The gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes, insurance and assessments (to the extent not accounted for in subparagraph (c) above), and other maintenance expenses, and

(e) Any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

13. Substitute Trustee. If, for any reason, Lender prefers to appoint a substitute trustee to act instead of the herein named Trustee, Lender will have full power to appoint, at any time by written instrument, a substitute trustee, and, if necessary, several substitute trustees in succession, who will succeed to all the estate, rights, powers and duties of Trustee named herein, and no notice of such appointment need be given to Borrower or to any other person or filed for record in any public office. Such appointment may be executed by any authorized agent or officer and such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient. Borrower hereby ratifies and confirms any and all acts that Trustee, or its successor or successors in this trust, may lawfully do by virtue hereof.

14. Indemnification of Trustee. **TRUSTEE WILL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING THE TRUSTEE'S NEGLIGENCE AND/OR STRICT LIABILITY), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Trustee will have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee will be under no liability for interest on any moneys received by it hereunder. **BORROWER SHALL REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND SAVE IT HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH MAY BE INCURRED BY IT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER (INCLUDING ANY LIABILITY AND EXPENSES RESULTING FROM TRUSTEE'S OWN NEGLIGENCE AND/OR STRICT LIABILITY).** The foregoing indemnity will not terminate upon release, foreclosure or other termination of this Security Instrument.

15. Purchaser's Right to Disaffirm. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any encumbrance granted, or rental or lease contract made, in violation of any provision of this Security Instrument, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of encumbrance and rental or lease contract.

16. Lender as Purchaser. Lender may bid and, being the highest bidder therefor, become the purchaser of any and all Mortgaged Property offered for sale at any trustee's or foreclosure sale hereunder and shall have the right to credit the amount of the bid upon the amount of the Indebtedness owing to Lender, in lieu of cash payment.

17. Recovery of Unmatured Indebtedness. It is agreed that if an Event of Default occurs, the holder of the Indebtedness or any part thereof under which such Event of Default occurs will have the option to proceed with foreclosure in satisfaction of such Event of Default either through the courts or by directing Trustee or its successors in trust to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole Indebtedness due, and provided that if a sale is made because of an Event of Default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Note or other Indebtedness secured by this Security Instrument and it is agreed that such sale, if so made, shall not in any manner affect the unmatured portion of the Indebtedness, but as to such unmatured portion of the Indebtedness, this Security Instrument 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 unmatured portion of the Indebtedness, it being the intention of the parties hereto to provide for a foreclosure and sale of the security for any matured portion of the Indebtedness without exhausting the power to foreclose and to sell the security for any other portion of the Indebtedness whether matured at the time or subsequently maturing. It is agreed that an assignee holding any installment or part of any installment of the Note or other Indebtedness secured hereby shall have the same powers as are hereby conferred on the holder of the Indebtedness to proceed with foreclosure on a matured installment or installments, and also to request Trustee or its successors in trust to sell the Property or any part thereof; but if an assignee forecloses or causes a sale to be made to satisfy any installment, part of an installment, or installments, then the purchaser at such foreclosure or sale shall be made subject to all of the terms and provisions hereof with respect to the unmatured part of the Note and other Indebtedness secured hereby owned by the then holder of such Indebtedness.

18. Election to Discontinue Remedy. In the event Lender elects to invoke any of the rights or remedies provided for herein or at law or in equity, but thereafter determines to withdraw or discontinue same for any reason, it will have the unqualified right to do so, whereupon all parties will be automatically restored and returned to their respective positions regarding the Indebtedness and this Security Instrument as shall have existed prior to the invocation of Lender's rights hereunder, and the rights, powers and remedies of Lender hereunder shall be and remain in full force and effect.

19. Release or Renewal of Liens. Any part of the Property may be released by Lender without affecting the lien, security interest and rights hereof against the remainder. The lien, security interest and rights hereby granted shall not affect or be affected by any other security

taken for the Indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Indebtedness or any part thereof, shall at no time release or impair the liens, security interests and rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any junior lienholder. This Security Instrument, as well as any instrument given to secure any renewal or extension of the Indebtedness, or any part thereof, will be and remain a first and prior lien and security interest on all of the Property not expressly released, until the Indebtedness is completely paid.

20. Waiver of Marshaling and Certain Rights. To the extent that Borrower may lawfully do so, Borrower hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Lender to sell all or any part of the Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Lender to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Property in preference to every other person and claimant.

21. Waivers. It is expressly agreed that (a) no waiver of any Event of Default on the part of Borrower or breach of any of the provisions of this Security Instrument shall be considered a waiver of any other or subsequent Event of Default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time, (b) any failure by Lender to insist upon the strict performance by Borrower of any of the terms and provisions herein shall not be deemed to be a waiver of any of the terms and provisions herein, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions of this Security Instrument, (c) neither Borrower nor any other person now or hereafter obligated for the payment of all or any part of the Indebtedness shall be relieved of such obligations by reason of the failure of Lender or Trustee to comply with any request of Borrower, or of any other person so obligated, to take action to foreclose this Security Instrument or otherwise enforce any of the provisions of this Security Instrument or of any obligations secured by this Security Instrument, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of the subordination in whole or in part by Lender of the lien, security interest or rights evidenced hereby, or by reason of any agreement or stipulation with any subsequent owner or owners of the Property extending the time of payment or modifying the terms of the Indebtedness or this Security Instrument without first having obtained the consent of Borrower or such other person, and, in the latter event, Borrower and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Lender, (d) regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien or security interest on the Property, Lender may release the obligation of anyone at any time liable for any of the Indebtedness or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of the Indebtedness and/or this Security Instrument without, as to the security or the remainder thereof, in any way impairing or affecting the lien or security interest of this Security Instrument or the priority of such lien or security interest, as security for the payment of the Indebtedness as it may be so extended or modified over any

subordinate lien or security interest, (e) the holder of any subordinate lien or security interest does not have the right, and will not be granted the right, to terminate any lease affecting the Property whether or not such lease be subordinate to this Security Instrument, and (f) Lender may resort for the payment of the Indebtedness to any security therefor held by Lender in such order and manner as Lender may elect in its sole discretion.

22. Terminable Tenancy Upon Foreclosure. In the event of a Trustee's sale hereunder, and, if at the time of such sale, Borrower, or any other party occupies the Property so sold, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be terminable at the will of the landlord. Such purchaser may file an action of forcible detainer and/or any other legal proceedings if the tenant holds over after a demand in writing for possession of said property.

23. Appointment of Receiver. It is agreed that Lender, in any action to foreclose, will be entitled to the appointment of a receiver of the rents and profits of the Property as a matter of right and without notice, with power to collect the rents, issues and profits of the Property due and coming due during the pendency of such foreclosure suit, without regard to the value of the Property or the solvency of any person or persons liable for the payment of the Indebtedness involved in said suit. Borrower, for itself and any subsequent owner or owners, waives any and all defenses to the application for a receiver as above provided, and specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive Lender of any other right, remedy or privilege it may have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents and profits is made an express condition upon which the Loan is made.

24. Subrogation. To the extent that proceeds of the Note are used to pay any prior indebtedness secured by an outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Borrower' request; and Lender shall be subrogated to any and all rights, powers, equities, liens and security interests owned or granted by any owner or holder of such prior indebtedness, irrespective of whether said security interests, liens, charges or encumbrances are released of record.

25. Security Agreement.

(a) Security Interest. This Security Instrument shall be a security agreement between Borrower, as the debtor, and Lender, as the secured party, covering the Collateral pursuant to the UCC. In addition to Lender's other rights hereunder, Lender shall have all rights of a secured party under the UCC. If Lender should dispose of any of the Collateral pursuant to the UCC, ten (10) days' written notice by Lender to Borrower will be deemed to be reasonable notice; provided, however, Lender may dispose of such property in accordance with the foreclosure procedures of this Security Instrument in lieu of proceeding under the UCC.

(b) Notice of Changes. Borrower shall give at least thirty (30) days' advance notice in writing to Lender of any proposed change in Borrower's name, identity, or structure.

(c) Fixtures. Some of the items of the Collateral described herein are goods that are or are to become fixtures related to the land described herein, and it is intended that, as to those goods, this Security Instrument will be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Collateral is situated. Information concerning the security interest created by this Security Instrument may be obtained from Lender, as secured party, at the address of Lender stated on the first page hereof. The mailing address of Borrower, as debtor, is as stated on the first page hereof.

(d) Filing of Financing Statements. Borrower hereby irrevocably authorizes Lender at any time and from time to time to file, without the signature of Borrower, in any jurisdiction, any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Property (i) as "all assets of Borrower and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article/Chapter 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by subchapter E of Article/Chapter 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Lender in its discretion. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further agrees that a carbon, photographic or other reproduction of this Agreement or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Lender.

(e) Foreclosure Sale. Any sale made pursuant to the provisions of this paragraph will be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under the power of sale as provided herein upon giving the same notice with respect to the sale of the Collateral hereunder as is required for such sale of the Mortgaged Property under the power of sale. In the event of a foreclosure sale, whether made by Lender, the Trustee or under judgment of a court, the Collateral and the Mortgaged Property may, at the option of Lender, be sold partially or as a whole.

(f) Account Debtors. Lender may at any time after an Event of Default notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Lender directly.

26. Notices. All notices or other communications required or permitted to be given pursuant to this Security Instrument shall be provided as set forth in the Loan Agreement.

27. Binding on Successors. The covenants herein contained shall inure to the benefit of Lender and Trustee, their heirs, legal representatives, successors and assigns, and will be binding upon the respective heirs, legal representatives, successors and assigns of Borrower, but

nothing in this paragraph will constitute an authorization for Borrower to sell or in any way dispose of the Property or any part thereof if otherwise prohibited by any of the terms hereof.

28. Definitions. Wherever used in this Security Instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Security Instrument" shall mean "this Security Instrument, Security Agreement and Assignment of Rents and any supplement or supplements hereto"; the word "Borrower" shall mean "Borrower, its heirs, legal representatives, successors and assigns, and/or any subsequent owner or owners of the Property"; the word "Lender" shall mean "Lender or any subsequent holder or holders of the Note or other Indebtedness secured hereby"; the word "Note" shall mean the "Note secured by this Security Instrument and any renewals, extensions, rearrangements and enlargements thereof"; the word "person" shall mean "an individual, corporation, trust, partnership or unincorporated association"; and the pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

29. **APPLICABLE LAW. THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY BENEFICIARY, OTHERWISE PREEMPT TEXAS LAW; IN WHICH EVENT FEDERAL LAW SHALL CONTROL.**

30. **NO ORAL AGREEMENTS. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Security Instrument has been executed on the date of acknowledgment below, but is to be effective as of the Effective Date.

BORROWER:
ELIZABETHTOWN PROPERTIES, LLC,
a Texas limited liability company

By: _____
John D. McHazlett, Manager

By: _____
Michelle McHazlett, Manager

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by John D. McHazlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]

_____
Notary Public in and for the State of Texas

SHARI J CURTIS-BROWN
Notary Public, State of Texas
Comm. Expires 06-11-2020
Notary ID 7495515

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by Michelle McHazlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]

_____
Notary Public in and for the State of Texas

SHARI J CURTIS-BROWN
Notary Public, State of Texas
Comm. Expires 06-11-2020
Notary ID 7495515

Signature/Notary Page to Deed of Trust, Security Agreement and Assignment of Rents

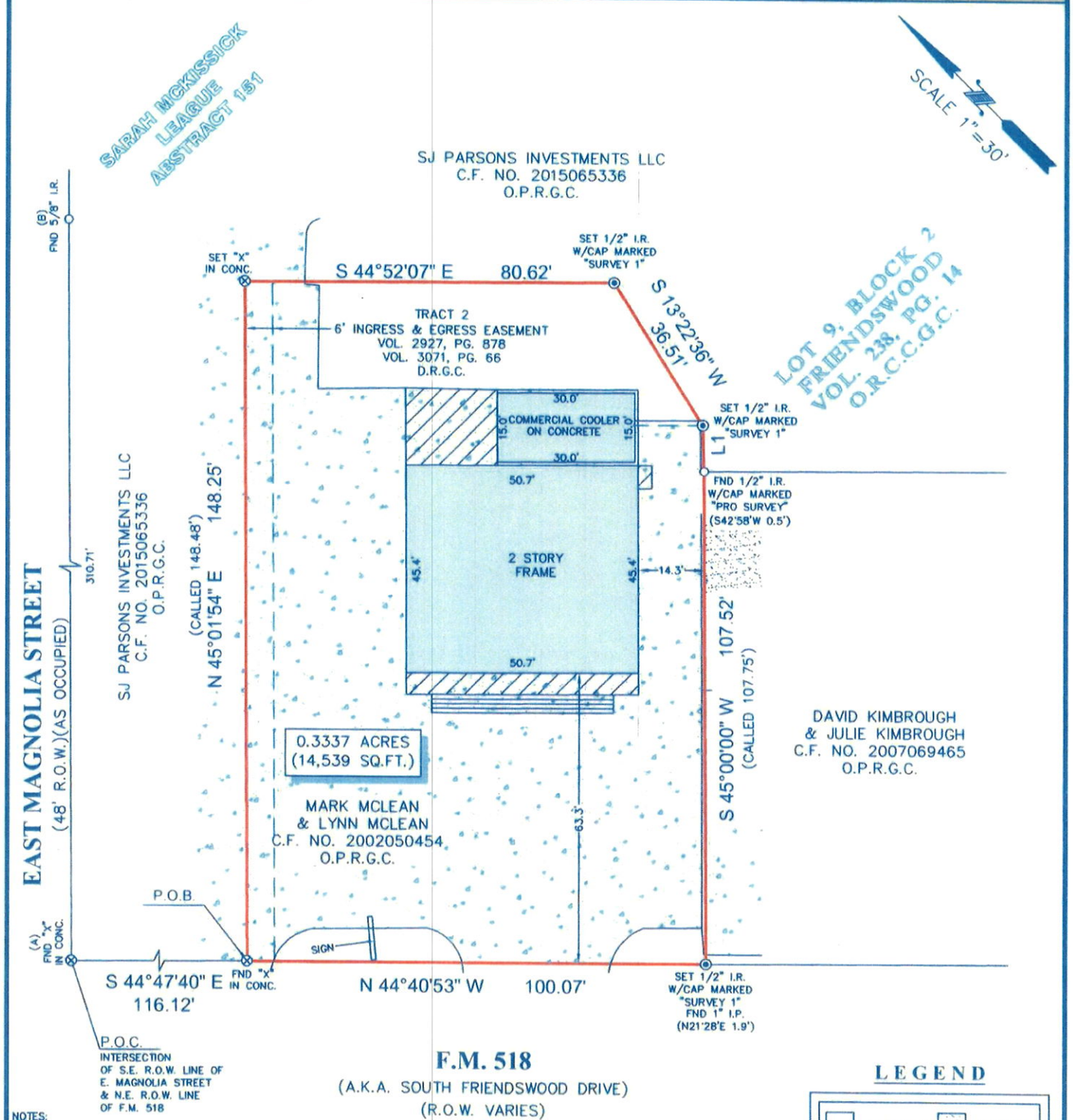
TITLE COMPANY:

SOUTH-LAND TITLE

SHARI CURTIS-BROWN 281-997-7300

G.F. #: PL1860050

ISSUE DATE: MAY 29, 2018



LEGEND

CONCRETE | ASPHALT | COVERED AREA | STEPS

LINE	BEARING	DISTANCE
L1	S 43°42'41" W	10.01'

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO SJ PARSONS INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S FILE NO. 2015065336 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
3. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
6. EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY RECORDED IN C.F. NO. 8449042, O.P.R.G.C.

LEGAL DESCRIPTION: TRACT 1: A TRACT OF LAND CONTAINING 0.3337 ACRES (14,539 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151, GALVESTON COUNTY, TEXAS, BEING OUT OF LOT 9, BLOCK 2, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 4, GALVESTON COUNTY CLERK'S RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

TRACT 2 (EASEMENT ESTATE): A CALLED 890 SQUARE FEET OF LAND BEING PART OF LOT 9, BLOCK 2, OF FRIENDSWOOD, AS RECORDED IN VOLUME 238, PAGE 4, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, BEING ALL OF A 6 FOOT INGRESS-EGRESS EASEMENT RECORDED IN VOLUME 2927, PAGE 878 AND IN VOLUME 3071, PAGE 66, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AN LOCATED IN THE SARAH MCKISSICK OR J. R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS.SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

STATE OF TEXAS REGISTERED RICHARD FUSSELL 4148 PROFESSIONAL LAND SURVEYOR

SURVEYORS CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON JUNE 1, 2018 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING; AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLS# 4148

REVISED(TRACT 2): 6-26-2018

CLIENT: ELIZABETHTOWN PROPERTIES, LLC

ADDRESS: 315 SOUTH FRIENDSWOOD DRIVE

www.survey1inc.com
survey1@survey1inc.com

Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

FIELD CREW: MV	TECH: EF
DRAFTER: LT	FINAL CHECK: EF
DATE: 6-7-18	
JOB# 5-63788-18	

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3337 ACRES (14,539 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151 GALVESTON COUNTY, TEXAS

Being a tract of land containing 0.3337 acres (14,539 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out Lot 9, Block 2, Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's Records, being all of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.3337-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South 44°47'40" East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North 45°01'54" East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South 44°52'07" East, a distance of 80.62 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the east of the said tract herein described;

THENCE South 13°22'36" West, a distance of 36.51 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for an angle point in the southeast line of the said tract herein described;

THENCE South 43°42'41" West, a distance of 10.01 feet for an angle point in the southeast line of the said tract herein described;

THENCE South 45°00'00" West, a distance of 107.52 feet (called 107.75 feet) to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the northeast right-of-way line of said F.M. 518 for the south of the said tract herein described;

THENCE North 44°40'53" West, along the northeast right-of-way line of said F.M. 518, a distance of 100.07 feet to the POINT OF BEGINNING and containing 0.3337 acres (14,539 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated June 1, 2018, job number 6-63788-18.

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

TRACT 2
DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0204 ACRES (890 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151
GALVESTON COUNTY, TEXAS

Being a tract of land containing 0.0204 acres (890 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being part of Lot 9, Block 2, of Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's Records, being part of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.0204-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South 44°47'40" East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North 45°01'54" East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South 44°52'07" East, a distance of 6.00 feet to the east of the said tract herein described;

THENCE South 45°01'54" West, a distance of 148.24 feet to the south of the said tract herein described, in the northeast right-of-way line of said F.M. 518;

THENCE North 44°40'53" West, along the northeast right-of-way line of said F.M. 518, a distance of 6.00 feet to the POINT OF BEGINNING and containing 0.0204 acres (890 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated June 1, 2018, job number 6-63788-18.

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

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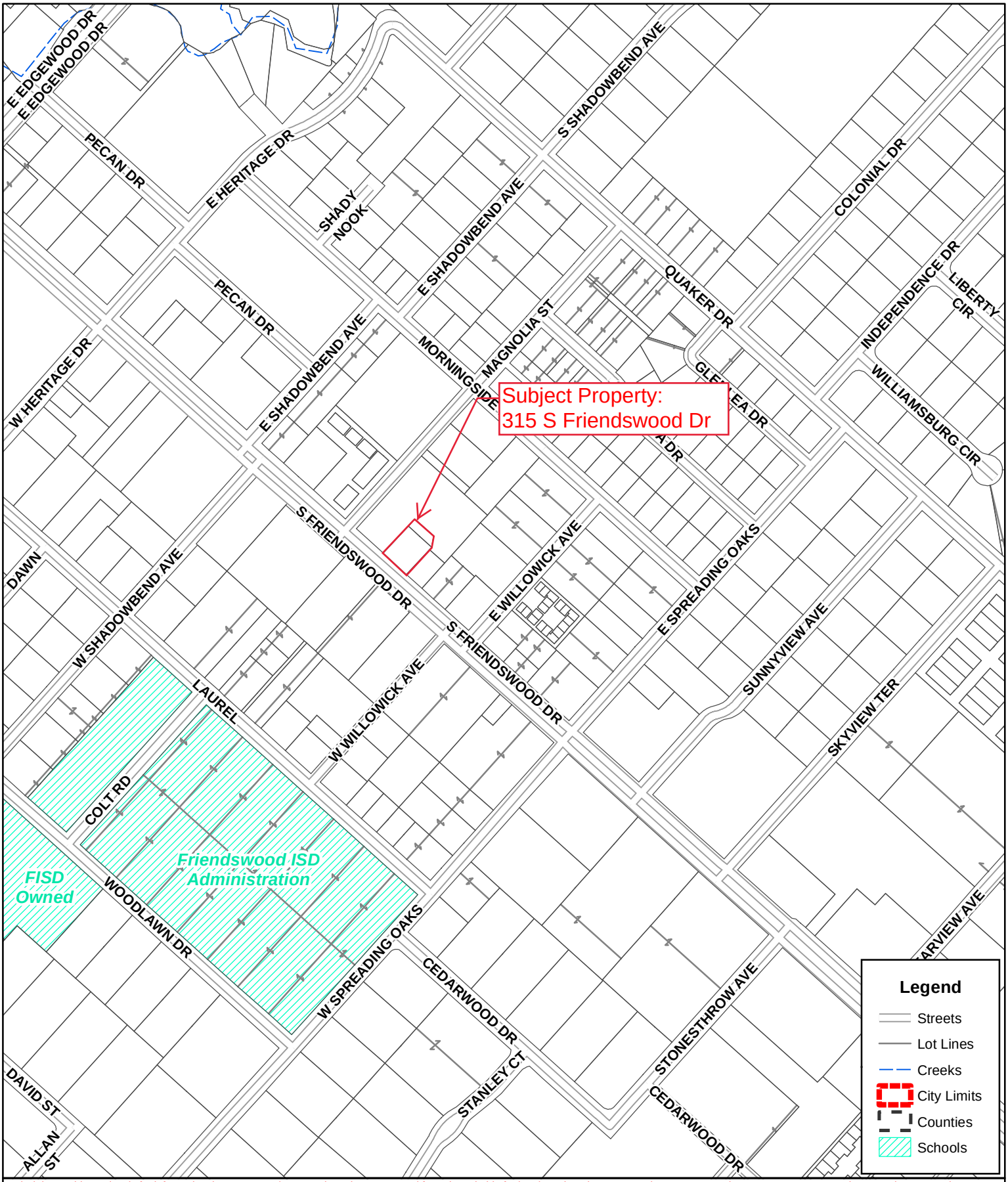
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping

1 " = 50 '



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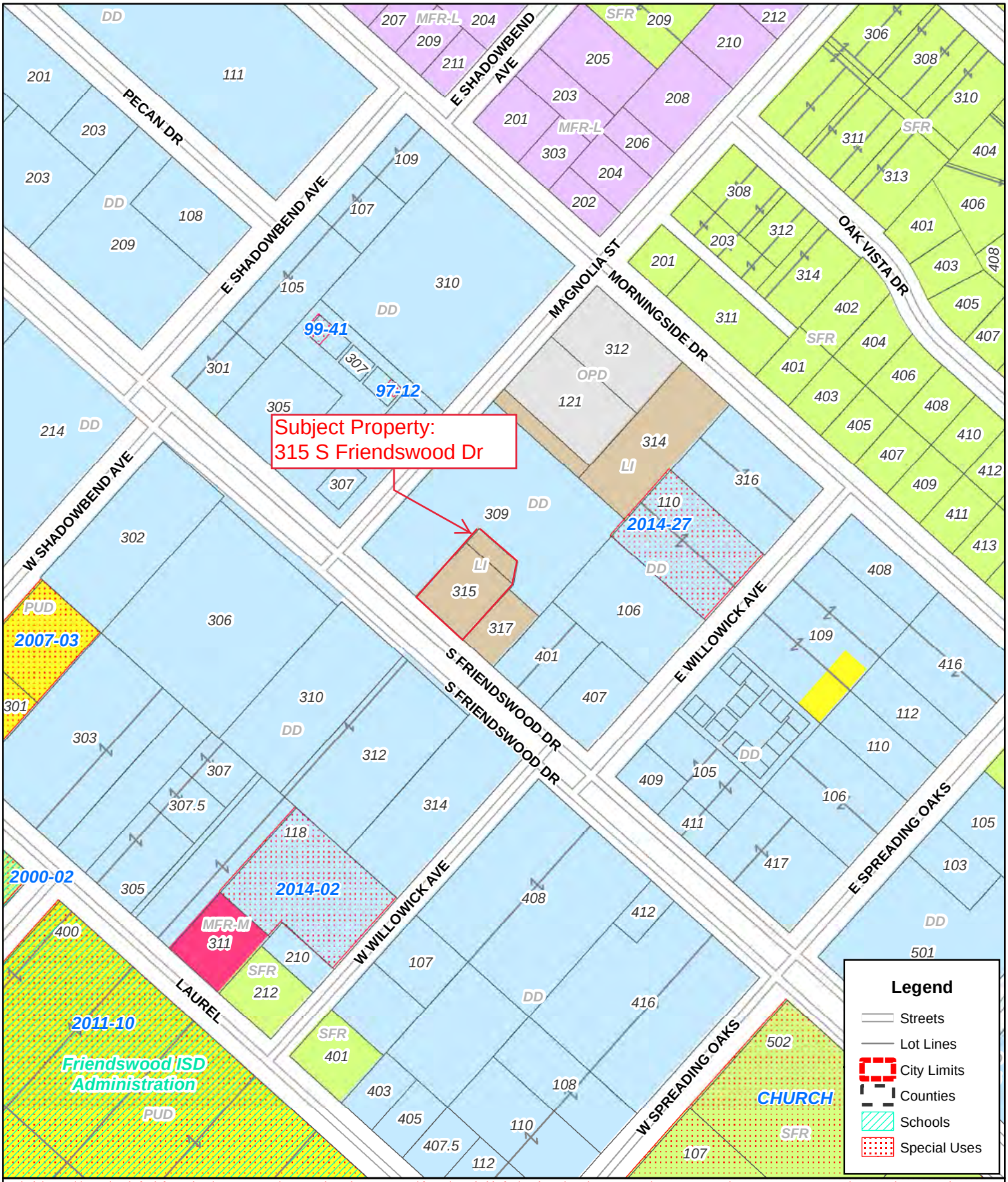
Friendswood GIS Mapping

1 " = 401 '



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Friendswood GIS Mapping

1 " = 200 '

Rezoning Report

July 2018

Project: **Zone Change**

Address: **315 S. Friendswood Drive**

Legal: **Being a 0.3337 acre tract of land in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2 of Friendswood Subdivision.**

Request: **Zone classification change from Light Industrial (LI) to Downtown District (DD**).

Applicable Zoning Ordinance Excerpts

Appendix C
Zoning Ordinance

Section 7. Schedule of District Regulations

I. *Downtown District (DD), general purpose and description.* This district is designed to accommodate and promote Friendswood's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in Section 20, Definitions, Subsection OO, Height. Additional regulations are set forth under Section 7-Q.2. Regulation Matrix.

   a. No residential use shall be allowed on the first floor.

2. See Section 8 for Supplementary District regulations.

3. Permitted uses. Uses permitted in the DD, Downtown District, are set forth in section 7-P, Permitted Use Table.

4. Buildings in the DD zoning district shall have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are prohibited, except as trim for eves and overhangs. The Planning and Zoning Commission may approve alternative exterior facade materials.

Section 8.N.Downtown District Supplemental Requirements

N. *Downtown District supplemental requirements.* These supplemental requirements shall apply only to new developments within the Downtown District or where a structure in the district has lost its nonconformity. A new development shall be defined as any new project built on a raw or otherwise vacant tract or tracts of land, not associated with an existing structure. A structure shall be deemed to have lost its nonconformity as determined by appendix C, subsection 6.D.

1. *Geographic limits.* The geographic limits of the Downtown District are as shown on the Downtown District Map. All properties within these geographic limits may rezone to downtown zone. Those properties outside the geographic limits may not rezone to the downtown zone.

2. *General purpose and description.* The Downtown District (DD) is intended to create a mixed use environment based on traditional neighborhood and smart growth standards. It is designed for physical

flexibility with zero setbacks and allows for the redevelopment of small, existing tracts. The encouragement of a pedestrian friendly environment is established by allowing shared parking and on-street parking, as well as sidewalks and street furnishing.

Section 6. - Nonconforming uses, structures, and lots.

D. *Nonconforming Structures.*

1. It is the intent of this ordinance to permit nonconforming structures to remain but to prohibit any nonconforming structure from being enlarged or altered in a manner which increases its nonconformity. Nonconforming structures can be enlarged or altered, provided the enlargement or alteration itself conforms to current regulations. If the enlarged or altered portion of the structure conforms to current regulations, the existing nonconforming portion of the structure may remain in its existing nonconforming condition.

2. Where a nonconforming structure exists, or where a lawful structure becomes nonconforming by the future adoption or amendment of an ordinance, such structure may continue to exist as long as it remains otherwise lawful, subject to the following provisions:

   a. *Enlargement.*

   b. *Abandonment.*

   c. *Destruction or Damage.*

   d. *Relocation of Structure.*

   e. *Repairs and maintenance – more than 50% during 36 months*

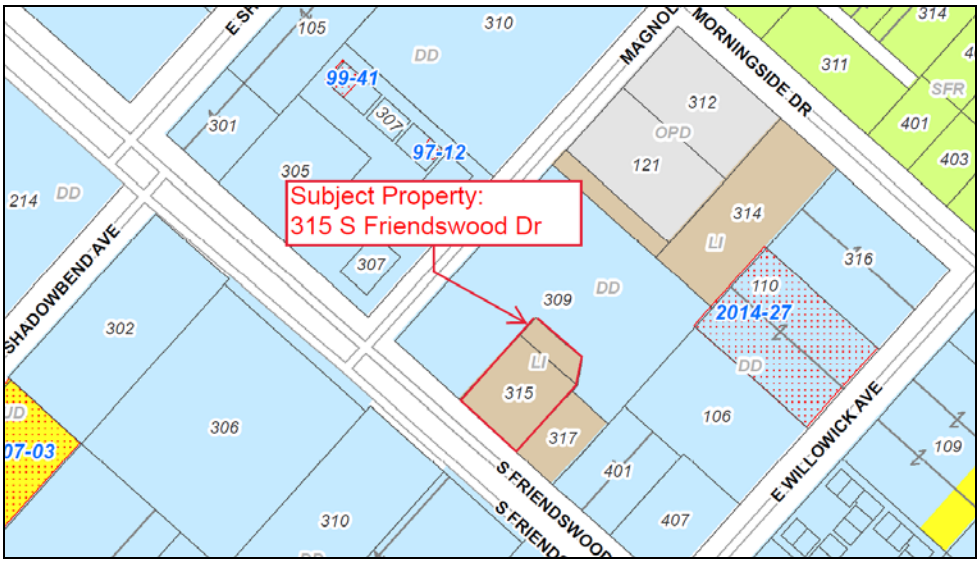
Existing Use/Site Attributes:

The site contains an existing 4,250 square foot, two-story building plus a large, walk-in refrigerator. A shared access easement straddles the northwest property line allowing access to the adjacent development from S. Friendswood Drive.

City of Friendswood GIS Aerial Map

Zoning History:
The current zoning of the property is Light Industrial (LI) and is located within the boundary of the Downtown District (DD).

Adjacent Zoning/Land Use:
The tract to the north and east of the subject property is zoned Downtown District. The property south of the subject tract is zoned Light Industrial.



City of Friendswood Zoning Map

Platting Analysis:
A Certificate of Platting Exemption was issued to the previous property owner in 2012.

Planning Analysis:
The property is located within the Downtown District boundary. If the zoning were changed to DD, the existing building and site would be non-conforming; however, structure and site may remain. Any additions to the site must meet current Downtown District requirements per the non-conforming requirements in the Zoning Ordinance.

Comprehensive Planning Analysis:
The Future Land Use Map identifies this property developing as Mixed Use and located within the Downtown District boundary.

<u>Infrastructure/Service Delivery Impacts</u>

Storm Water Management and Floodplain Issues:
The property is eligible to purchase regional detention through the Galveston County Consolidated Drainage District for any additional impervious cover.

Utilities:
City water and sewer services are existing at the site.

Access:
The project has direct access to South Friendswood Drive, which in turn connects to FM 2351 and out to Interstate 45.

Park/Open Space:
The property is a commercial development and will not affect the park system.

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: August 6, 2018

Date Submitted: July 23, 2018 Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone change request at 4203 Friendswood Link Rd. to change from Neighborhood Commercial to Neighborhood Commercial/Specific Use Permit to allow NAICS #713940 Fitness and Recreational Sports Centers

Originating Department: Community Development City Attorney Review: Yes

Proceeding: Joint Public Hearing

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL:	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The property owner is proposing to demolish the old car wash building that currently exists on the property and construct a new cross fit/fitness facility providing exercise programs and nutritional guidance. A small, telecommunication building is also located near the back of the property and will remain. The new, proposed use, NAICS Use 713940, Fitness and Recreational Sports Centers, requires a Specific Use Permit (SUP) in the Neighborhood Commercial (NC) zoning district. Other than the landscape recommendation listed below, the proposed development meets the zoning district requirements of the NC zoning district.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as retail. Redevelopment of this site would be a significant improvement to the area. It is located between a daycare and the AMCAP building, which was recently redeveloped.

RECOMMENDATIONS

The subject property backs up to residential zoned property, which requires screening inclusive of an 8-foot opaque fence and a 10-foot landscape buffer with a tree every 25 feet. As indicated on the Landscape Plan, staff is recommending allowing the property owner to keep existing trees at the rear of the property and count those as the buffer screening trees. The existing, class 3 trees are located in a utility easement. Planting new class 1 or class 2 trees could disturb the area and root systems would be

too large. Additionally, the trees are already full size and provide more screening than new trees would provide.

The Planning and Zoning Commission will make a recommendation after the Joint Public Hearing.

ATTACHMENTS

Application
Deed
Metes and bounds description
Aerial Map
Location Map
Zoning Map
Rezoning Report
Cover Sheet
Site plan
Building elevations
Photometric plan
Tree Survey
Landscape Plan

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: NC

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☑ Specific Use Permit Option 2

SUP for Use(s) #: 713940

PROPERTY IDENTIFICATION:

Address: 4203 FRIENDSWOOD LINK Rd.

Platted Land – Plat Name: FOREST CREEK Lot: Reserve A2 Block: 2

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: ALIGAR HOLDINGS I, LLC Phone: 713.598-2247

Owner's Mailing Address: 4327 PEASE ST.

City: HOUSTON State: TX Zip: 77023 Fax: _____

Owner's Email Address: aparker@palomaresources.com

AGENT'S NAME: BEN SUNDIN Phone: 713 781 5262

Agent's Mailing Address: 2000 BERING DRIVE #410

City: HOUSTON State: TX Zip: 77057 Fax: _____

Agent's Email Address: bsundin@ovarc.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: Alice Parker Date: 6/26/18

Agent's Signature: [signature] Date: 6/26/18

Received By: BSummers	Application Number: 2018-0021
Date of Public Hearing: 8-6-18	Received Date: 6-29-18
Property Owner Notices: 7-27	Newspaper Notice: 7-16
	Sign on Property: 7-27

Recorded Electronically
ID RP-2017-492281
County Harris
Date 11/13/17 Time 9:44am
Simplifile.com 800-460-5657

RECORDED BY
SOUTHLAND TITLE, LLC
GF# 8217516049

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: November 10, 2017

Grantor: EASTWOOD HOLDINGS, LLC, a Texas limited liability company

Grantor's Mailing Address: P.O. Box 656 Pearland, TX 77588

Grantee: ALIGAR HOLDINGS I, LLC, a Texas limited liability company

Grantee's Mailing Address: 4327 Pease Street Houston, TX 77023

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

Being a tract of land containing 0.6804 acres (29,639 square feet), more or less, situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50, of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132537 and all of a 5916 square foot tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132538, both of the Official Public Records of Harris County, Texas. Said 0.6804 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron, rod in the Southeast right-of-way line of Friendswood Webster Road (a.k.a. Friendswood Link Road) (100.00 feet wide) for the Northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the Southeast right-of way line of Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 100.00 feet a found 1/2-inch iron rod for the Northwest corner and POINT OF BEGINNING of said tract herein-described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a found 1/2-inch iron rod in the Southeast line of said Reserve "A" for the Northeast corner of said tract herein described;

THENCE South 42° 20' 46' West with the Southeast line of said Reserve, "A", a distance of 125.00 feet to a found 1/2-inch iron rod for the Southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 1/2-inch iron rod in the Southeast right-of-way line of said Friendswood Webster Road in the Northwest line of said Reserve "A" for the Southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the Southeast right-of-way line of said Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Reservations from Conveyance:

NONE

Exceptions to Conveyance and Warranty:

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Harris County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The contract between Grantor, as seller, and Grantee, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When the context requires, singular nouns and pronouns include the plural.

EASTWOOD HOLDINGS, LLC

BY: _____
TRACY BYAS, Manager

STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 10th day of November, 2017, by TRACY BYAS, as the Manager of EASTWOOD HOLDINGS, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public – State of Texas
Notary's Printed Name: Deanna Jones
My Commission Expires: 6-11-2021

DEANNA JONES
My Notary ID # 12362500
Expires June 11, 2021

RP-2017-497781

Pages 4

11/13/2017 09:44 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees $24.00

RP-2017-497781

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.6804 ACRES (29,639 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT 549 HARRIS COUNTY, TEXAS

Being a tract of land containing 0.6804 acres (29,639 square feet), situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50 of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle etal by deed recorded in County Clerk's File No. U132537 and all of a 5916 square foot tract of land conveyed unto David Holle etal by deed recorded in County Clerk's File No. U132538, both of the Official Public Records of Harris County, Texas. Said 0.6804-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod in the southeast right-of-way line of Friendswood-Webster Road (a.k.a. Friendswood-Link Road)(100.00 feet wide) for the northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the southeast right-of-way line of Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 100.00 feet to a set "X" in concrete for the northwest corner and POINT OF BEGINNING of said tract herein described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a point in the southeast line of said Reserve "A" for the northeast corner of said tract herein described, from which a found 1-inch iron pipe bears South 50°21' East, a distance of 1.0 feet;

THENCE South 42° 20' 46" West with the southeast line of said Reserve "A", a distance of 125.00 feet to a found 5/8-inch iron rod for the southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 5/8-inch iron rod in the southeast right-of-way line of said Friendswood-Webster Road, in the northwest line of said Reserve "A" for the southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the southeast right-of-way line of said Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated May 22, 2018, job number 6-64398-18.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

May 22, 2018

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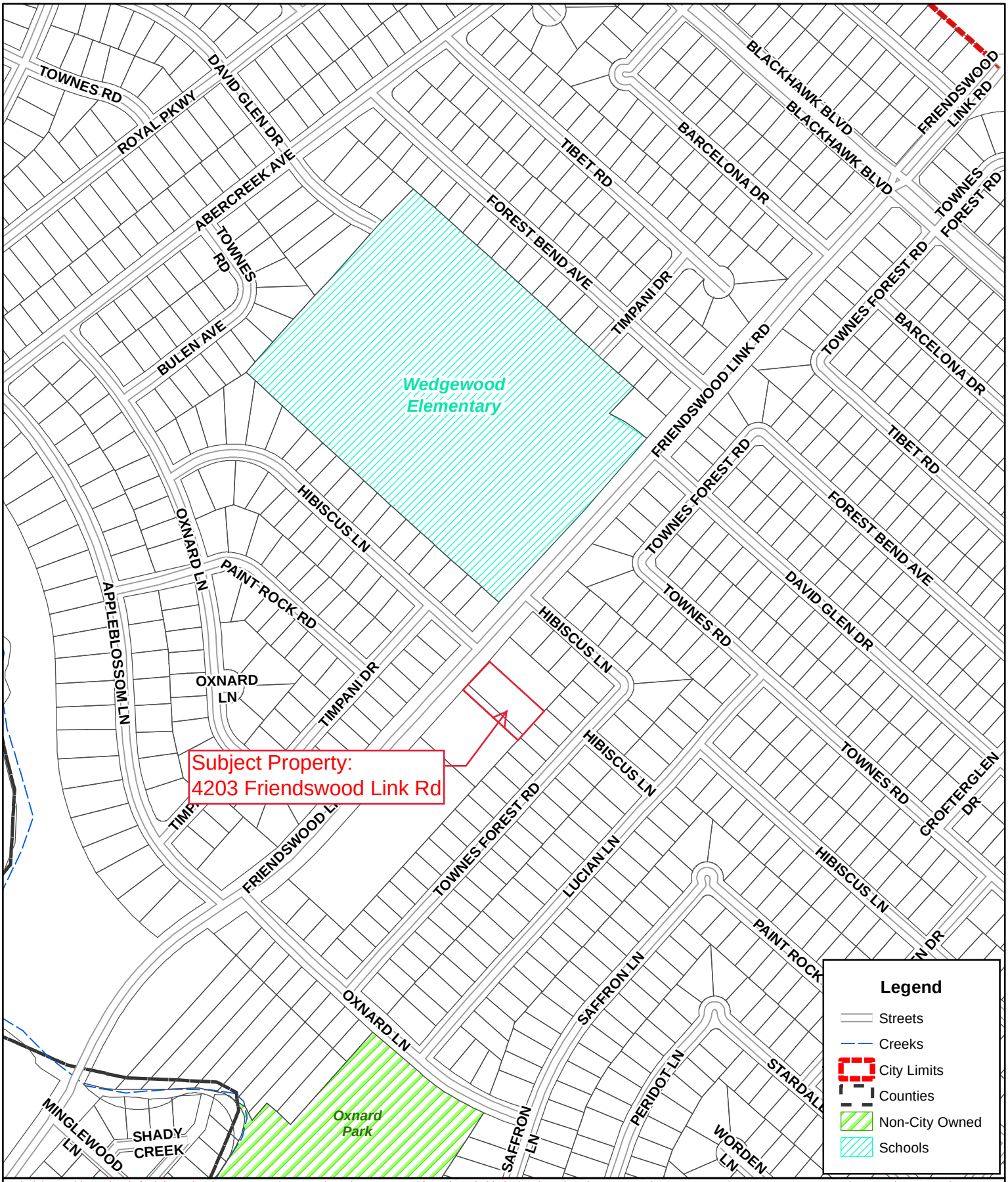
Friendswood GIS Mapping

1 " = 100 '



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Friendswood GIS Mapping

1 " = 400 '

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Friendswood GIS Mapping

1 " = 200 '

Rezoning Report

July 2018

Project: **Friendswood Link Health and Wellness Center**

Address: **4203 Friendswood Link Road**

Legal: **Being a tract of land containing 0.6804 acres situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek Subdivision.**

Request: **Zone classification change from Neighborhood Commercial (NC) to Neighborhood Commercial with a Specific Use Permit (NC/SUP) for NAICS Use: #713940 Fitness and Recreational Sports Centers**

The proposed project will include a fitness center providing exercise programs and nutritional guidance.

Applicable Zoning Ordinance Excerpts

Appendix C – Zoning Ordinance
Section 9.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.

6. ***Additional conditions***. In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.

Existing Use/Site Attributes:
The existing site contains a vacant car wash to be demolished. The property also hosts a telecommunication facility in the rear that will be maintained.

City of Friendswood GIS Aerial Map

Zoning History:
The current zoning of the property is Neighborhood Commercial (NC).

Adjacent Zoning/Land Use:
The tracts on either side of the subject property are both zoned Neighborhood Commercial (NC). The property abutting the rear property line is zoned Single Family Residential (SFR). An 8-foot, opaque fence plus a 10-foot landscape buffer are required to separate uses.

City of Friendswood Zoning Map

Platting Analysis:
The subject property is part of the Forest Creek Subdivision Plat. The tract will need to be replatted as it is currently part of Reserve A in the Forest Creek Subdivision that has been sold by metes and bounds.

Planning Analysis:
The Zoning Ordinance/Permitted Use Table requires a Specific Use Permit for NAICS Use 713940 in Neighborhood Commercial.

NAICS Use 713940 is described as "engaged in operating fitness and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, or racquet sports."

Illustrative Examples:
Aerobic dance or exercise centers, ice or roller skating rinks, gymnasiums, swimming or wave pools, physical fitness centers, handball, racquetball, or tennis club facilities.

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 required to provide on-site detention for any additional impervious cover.

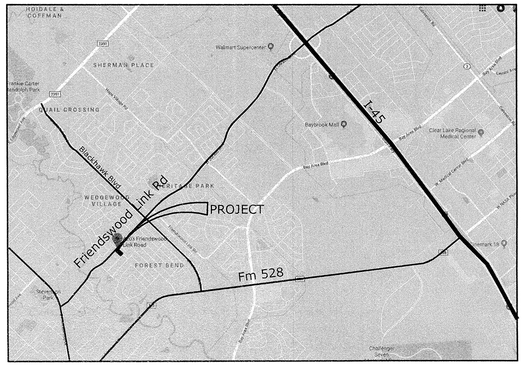
Utilities:
City water and sewer services are existing at the site. Impact fees and meter fees will be charged for any increase in connection size, pro-rated.

Access:
The project has direct access to Friendswood Link Road (100-foot right-of-way), which in turn connects to FM 518 and Blackhawk Blvd.

Park/Open Space:
The proposal is a commercial development and will not affect the park system.

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS



N

VICINITY MAP
1" = 2000'

CODE INFORMATION

APPLICABLE CODE:

BUILDING CODE	-	2012 INTERNATIONAL BUILDING CODE
ACCESSIBILITY	-	2012 TEXAS ACCESSIBILITY STANDARD
FIRE CODE	-	2012 INTERNATIONAL FIRE CODE W/ CITY AMENDMENTS 2012 NFPA LIFE SAFETY 101
ENERGY CODE	-	2015 INTERNATIONAL ENERGY CONSERVATION CODE
ELECTRICAL	-	2011 NATIONAL ELECTRICAL CODE
MECHANICAL	-	2012 UNIFORM MECHANICAL CODE
PLUMBING	-	2012 UNIFORM PLUMBING CODE

TEXAS WINDSTORM INLAND 2 ZONE

CITY OF FRIENDSWOOD CODE OF ORDINANCES

OCCUPANCY - A3

CONSTRUCTION TYPE - VB

NON SPRINKLERED

OWNER

ALIGAR HOLDINGS I, LLC
4327 PEASE STREET
HOUSTON, TEXAS 77023
PHONE: (713) 598-2247

ALICE PARKER
APARKER@PALOMARESOURCES.COM

ARCHITECT

OSBORN & VANE ARCHITECTS, INC.
2000 BERING DRIVE, SUITE #410
HOUSTON, TEXAS 77057
PHONE: (713) 781-5262
FAX: (713) 781-5347
BEN SUNDIN, AIA
BSUNDIN@OVARC.COM

CIVIL ENGINEER (CONSULTANT TO OWNER)

SHELMARK ENGINEERING, LLC
921 FM 517 ROAD EAST
DICKINSON, TEXAS 77539
PHONE: (409) 935-9986
EDGARD FIGUEROA
EFIGUEROA@SHELMARK.NET

MEP ENGINEER

SALAS O'BRIEN
10930 W. SAM HOUSTON PKWY N., SUITE 900
HOUSTON, TEXAS 77064
PHONE: (281) 664 -1900
ISRAEL MORENO
ISRAEL.MORENO@SALASOBRIEN.COM

LANDSCAPE ARCHITECT

CMB LANDSCAPE
18135 FM 362
NAVASOTA, TX 77868
PHONE: 832 - 428 - 1209
CHARLES BRIDGES
CBRIDGES@CMBLANDARCH.COM

SHEET INDEX:

GENERAL:

A0.0 COVER SHEET
TOPOGRAPHIC SURVEY

ARCHITECTURAL:

A1.0 SITE PLAN
A2.0 ELEVATIONS

MEP:

E0.1 PHOTOMETRIC SITE PLAN

LANDSCAPE:

L1.01 TREE SURVEY
L1.02 LANDSCAPE PLAN
L2.01 IRRIGATION PLAN

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS

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Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects

REGISTERED ARCHITECT BENJAMIN CHRISTOPHER O. SUNDIN 19072 STATE OF TEXAS

07-12-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
Drawn ER
Checked BS

COVER SHEET

Sheet No. **A0.0**

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS
19 JULY 2018 - CITY COMMENTS

NOTES TO SHEET:

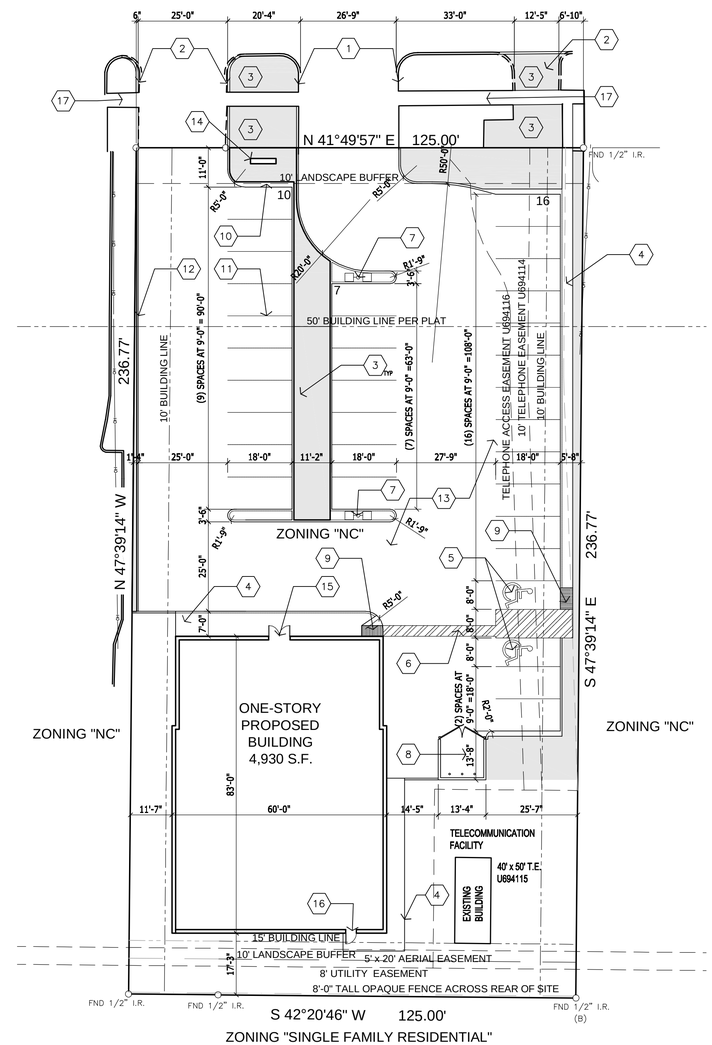
1. EXISTING CURB CUT TO REMAIN
2. EXISTING CONCRETE DRIVE TO BE REMOVED, INSTALL NEW CONCRETE CURB AND LANDSCAPE.
3. LANDSCAPED AREAS. RE:LANDSCAPE DRAWINGS
4. CONCRETE SIDEWALK.
5. ACCESSIBLE PARKING SPACES
6. ACCESSIBLE ROUTE
7. PARKING LIGHT POLE. RE: PHOTOMETRIC PLAN
8. DUMPSTER ENCLOSURE
9. ACCESSIBLE RAMP
10. 18" LANDSCAPE CURB
11. 4" PAINTED PARKING STRIPE
12. CONCRETE CURB
13. CONCRETE PAVING
14. MODIFY EXISTING POLE SIGN (7'-0" TO TOP OF SIGN AND 50 S.F. MAX) AND RELOCATE 3'-0" MIN FROM PROPERTY LINE
15. MAIN BUILDING ENTRANCE
16. FIRE EXIT
17. EXISTING SIDEWALK

PARKING ANALYSIS

PARKING REQUIRED:
(7 SPACES / 1,000 SF) = 35 SPACES

PARKING PROVIDED:
= 33 SPACES
(WITHIN 5% DEVIATION)

FRIENDSWOOD LINK ROAD



THE PROPOSED DEVELOPMENT WILL INCLUDE A ONE-STORY BUILDING FOR A HEALTH & WELLNESS CENTER THAT WILL OFFER ONE HOUR LONG SESSIONS THAT WILL HELP INDIVIDUALS MEET HEALTHY GOALS & OBTAIN LIFE-LONG RESULTS BY PROVIDING A COMPLETE NUTRITION AND EXERCISE PROGRAM WHICH INCLUDES:

- CUSTOMIZED MEAL PLANS
- GROCERY LIST & MEAL PREPARATION GUIDELINES
- WORKOUT PROGRAM AND EQUIPMENT TO OBTAIN RESULTS
- WORLD-CLASS ACCOUNTABILITY TO HELP INDIVIDUALS STAY ON TRACT WITH PROGRAM.

SITE PLAN

SCALE: 1'=20'

NORTH

OSBORN & VANE ARCHITECTS inc

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Houston, Texas 77057
713 781 5262
Fax 713 781 5347
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REGISTERED ARCHITECT STATE OF TEXAS 19072 BRIAN CHRISTOPHER SWONG

07-19-2018

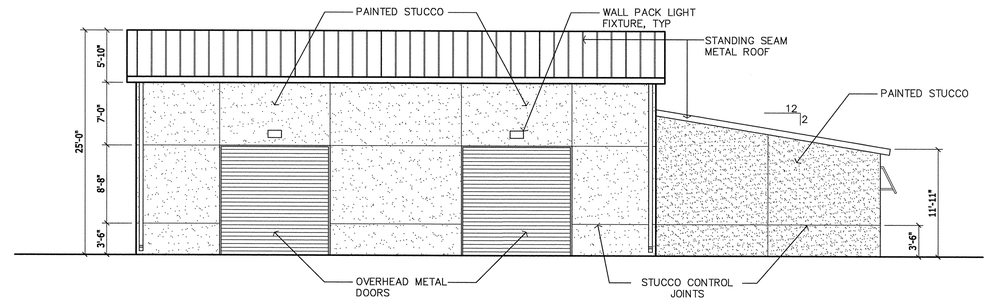
FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

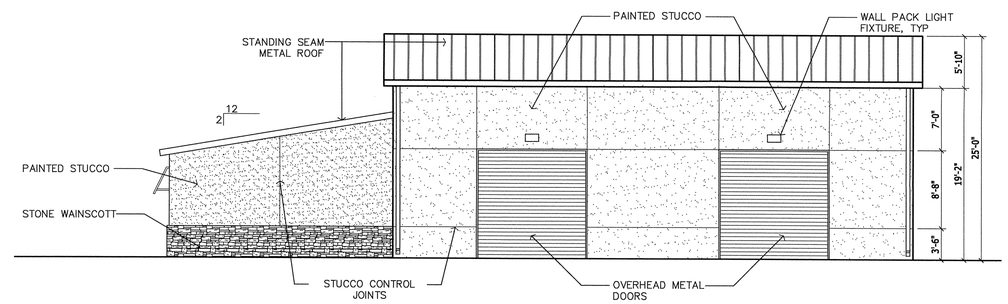
Project No.	18058
Drawn	ER
Checked	BS

SITE PLAN

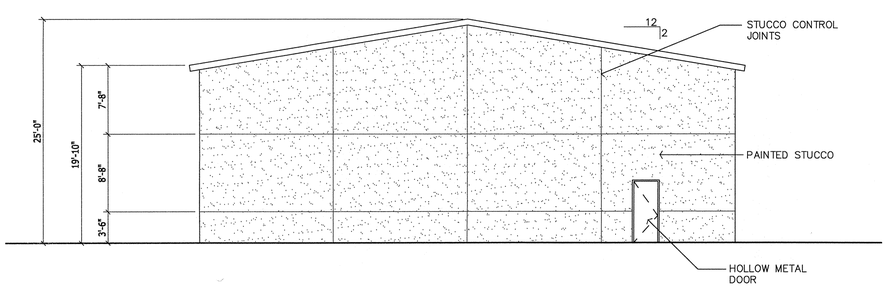
Sheet No. **A1.0**



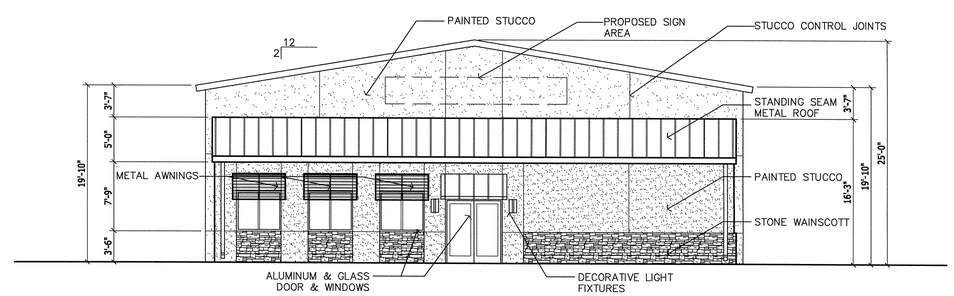
03 EAST ELEVATION
1/8"= 1'-0"



02 WEST ELEVATION
1/8"= 1'-0"



04 SOUTH ELEVATION
1/8"= 1'-0"



01 NORTH ELEVATION
1/8"= 1'-0"

Date issued/revised

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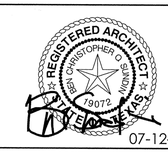


07-12-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

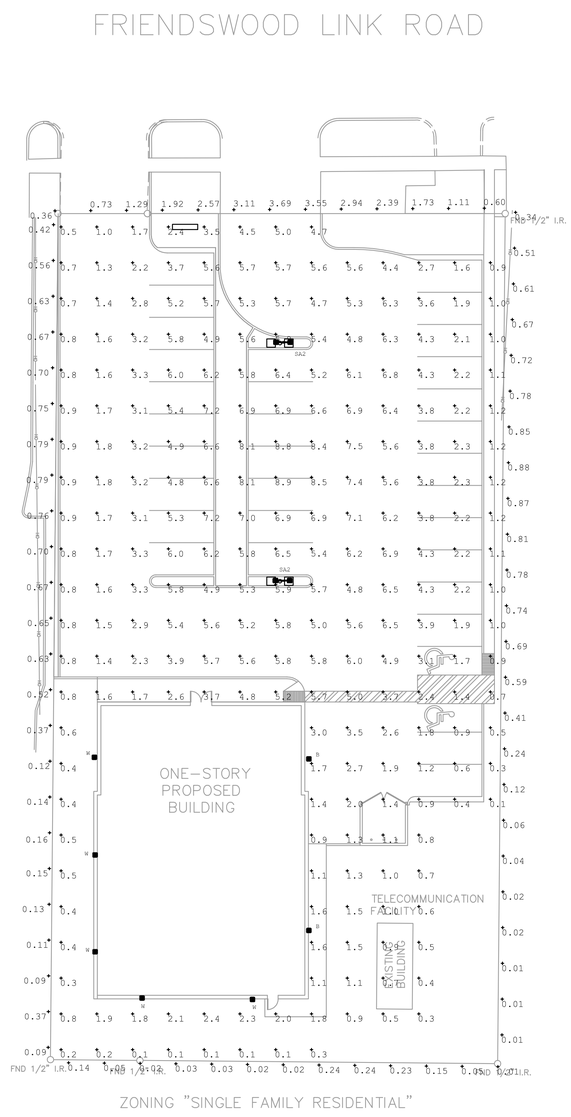
Project No. 18058
Drawn ER
Checked BS

ELEVATIONS

Sheet No. **A2.0**

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	2	SA2	BACK-BACK	N.A.	0.900	GE Lighting: EASC H3F540 mounted on a 25' pole
	2	B	SINGLE	N.A.	0.900	Gardco: 10ILL-16L-530-NW-G1-3
	5	W	SINGLE	N.A.	1.000	WLPK1 LED WIDE-H

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.66	3.69	0.01	66.00	369.00
Site	Illuminance	Fc	3.25	8.9	0.1	32.50	89.00



N

1 **ELECTRICAL PHOTOMETRIC SITE PLAN**
SCALE: 1" = 20'-0"

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
19 JULY 2018 - CITY COMMENTS

SALASO'BRIEN
[expect a difference]
10930 W. Sam Houston Parkway N., Suite 900
Houston, Texas 77064
281.664.1900 | Registration No. F-4111
Project No. 004-181036

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Members American Institute of Architects

STATE OF TEXAS
BRADLEY KALMANS
80219
LICENSED
PROFESSIONAL ENGINEER
07/19/18

FRIENDSWOOD LINK HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
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ELECTRICAL PHOTOMETRIC SITE PLAN

Sheet No. **E0.1**

Date issued/revised

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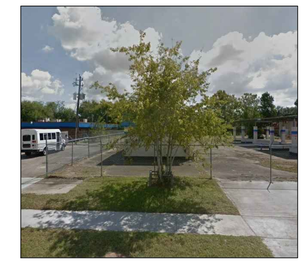
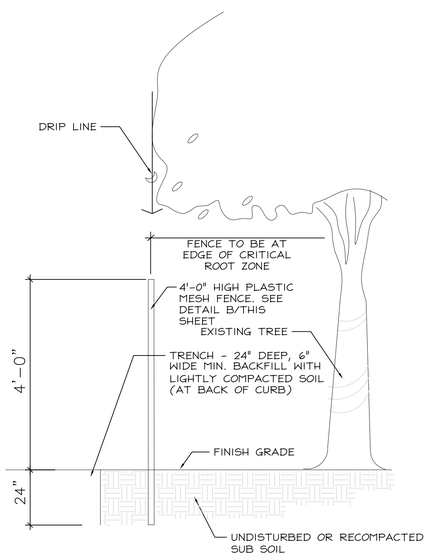
19 JULY 2018 CITY COMMENTS

KEY:

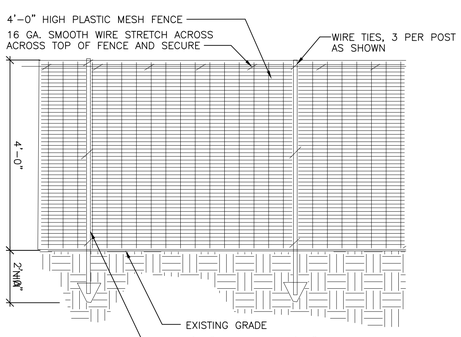
EXISTING HACKBERRY

REMOVE EXISTING MULTI-TRUNK HACKBERRY

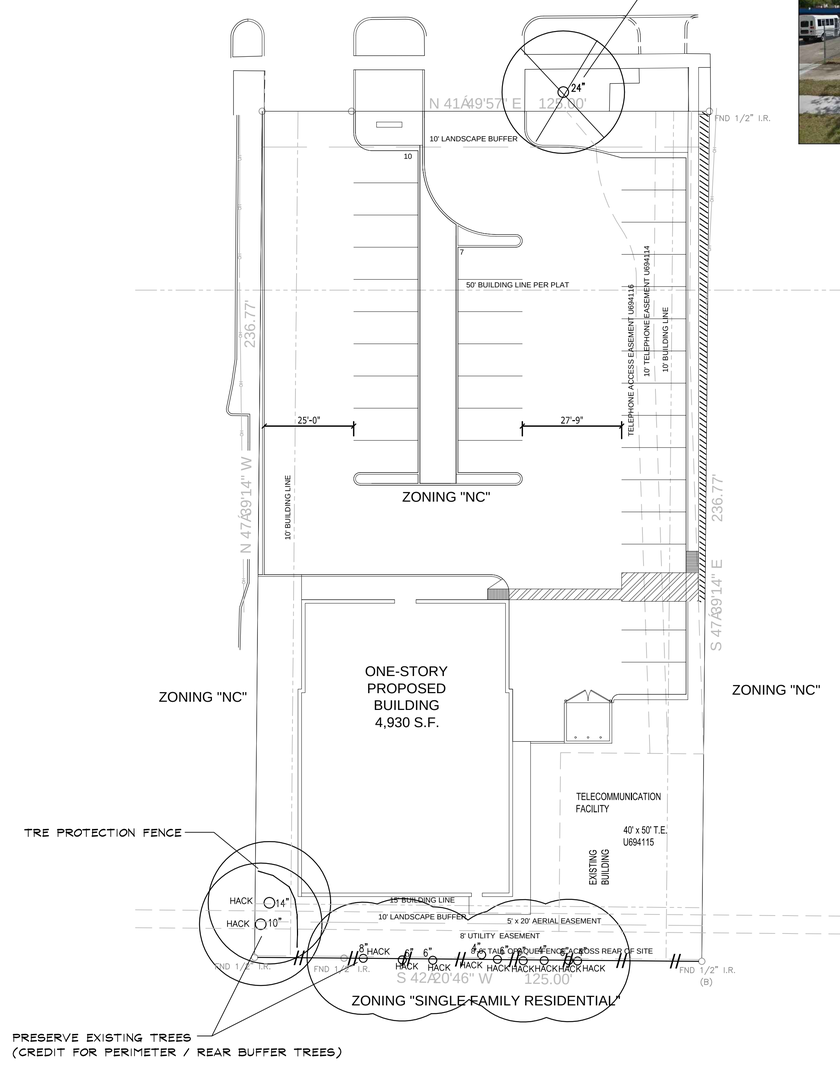




A - TREE PROTECTION FENCE DETAIL
SCALE: NTS



B - FENCE DETAIL



Scale: 1" = 20' - 0"

CMB
LANDSCAPE ARCHITECTURE

18135 FM 362
Navasota, TX 77868
832-428-1209

OSBORN & VANE ARCHITECTS inc

2000 Bering Drive, Suite 410
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Fax 713 781 5347
Members American Institute of Architects

REGISTERED LANDSCAPE ARCHITECT
CHARLES M. BRANDT
2247
STATE OF TEXAS

7-19-18

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No.	18058
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Checked	BS

TREE SURVEY

Sheet No. L1.01

PLANT LIST

SYM	QT	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	3	LIVE OAK	Quercus virginiana	45gal	10'-12' HT, 5'-6' SPRD, 2.5" CAL., SPECIMEN
	8	CRAPEMYRTLE *see remarks	Lagerstroemia indica	30gal	8-10' ht; 4-5' sprd. Multi-trunk, 3 cane min. Must be 2" cal. 18" above ground when planted
	20	WAX LIGUSTRUM *see remarks	Ligustrum japonicum	3gal	24-30" HT., 15"-18" SPRD., FULL POT, WELL ROOTED, Min. 24" tall and 24"oc when planted
		ST AUGUSTINE	Stenotaphrum secundatum		SOLID SOD

NOTES:

1. CONTRACTOR SHALL APPLY FOR AND PROCURE ALL REQUIRED PERMITS PRIOR TO COMMENCING WORK.

2. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. CONTACT ALL UTILITY COMPANIES MINIMUM 48 HOURS PRIOR TO ANY WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, ETC. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF THESE UTILITIES.

3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN FORESEEN IN THE DESIGN. SUCH CONDITIONS SHALL BE BROUGHT UP TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY CHANGES DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

4. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER SUBCONTRACTORS ON THE JOBSITE AS REQUIRED TO COMPLETE CONSTRUCTION.

5. CONTRACTOR TO PROVIDE SAMPLES OF EACH SHRUB AND GROUNDCOVER SPECIES OR NURSERY SOURCE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ALL PLANTS ARE TO BE SPECIMEN QUALITY, FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE. SHRUBS SHALL BE FULL TO GROUND. PLANT MATERIAL OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME SOURCE.

6. CONTRACTOR SHALL VERIFY ALL PLANT COUNTS ON PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SYMBOLS ON PLAN TO BE PLANTED DURING CONSTRUCTION.

7. CRUSHED GRANITE TO BE COMPACTED CRUSHED GRANITE WITH STEEL EDGING AND FILTER FABRIC, TYP.
MOUND OR SLOPE TO ENSURE NO POOLING OCCURS

8. ALL MATURE SHRUBS SHALL BE MAINTAINED IN A LIVE OR LIVING CONDITION TO A MAXIMUM HEIGHT OF 3'-6".

TABULATIONS

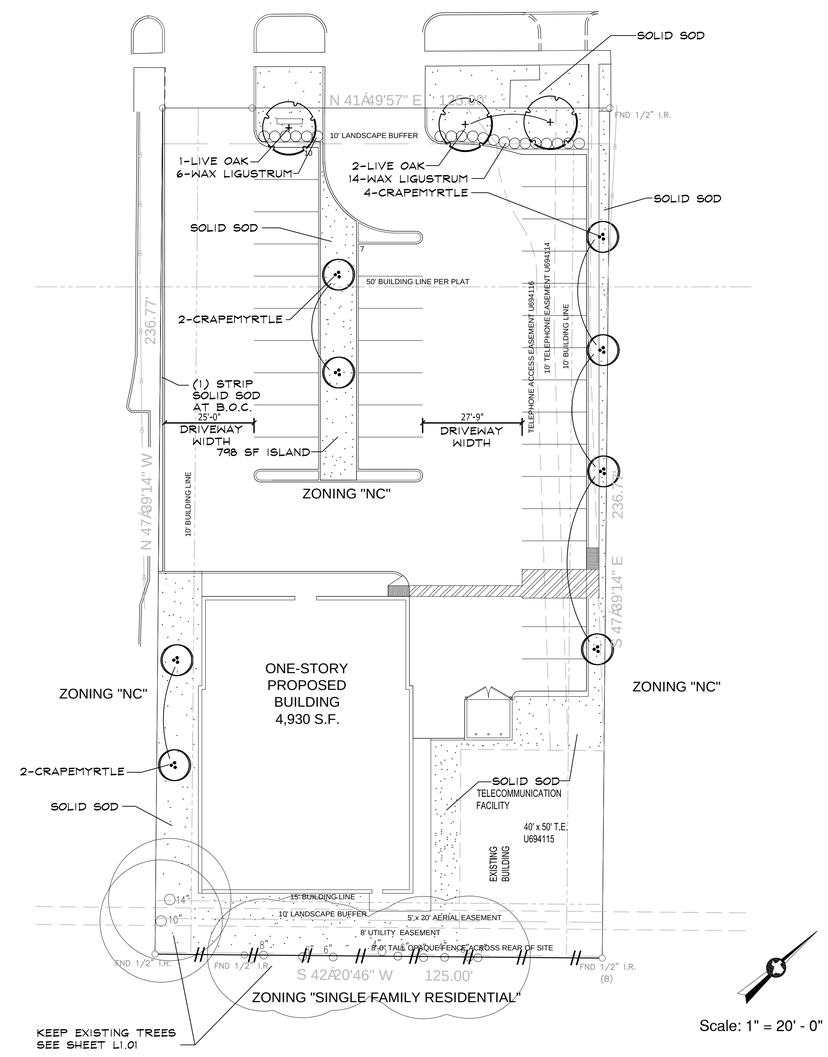
33 PARKING SPOTS
PARKING LOT/PAVED AREA SF = 15,333 SF
REQUIRED LANDSCAPE AREA(10%) = 1,533 SF
LANDSCAPE AREA PROVIDED SF = 5,456 or 36%
REQUIRED ISLAND AREA = .5 X 1,533 SF = 767 SF
ISLAND AREA PROVIDED = 798 SF
1 TREE IN ISLAND REQUIRED
1 TREE IN ISLAND PLANTED

FRIENDSWOOD LINK RD FRONTAGE = 73LF /25
3 TREES REQUIRED
3 TREES PROVIDED

PERIMETER TREES = (1) TREE PER 40 FT
474 FT = 12 TREES REQUIRED
6 EXISTING TREES
7 TREES PLANTED
13 TREES PROVIDED

REAR BUFFER = (1) TREE PER 25 FT
125 FT = 5 TREES REQUIRED
5 EXISTING TREES
5 TREES PROVIDED

FRIENDSWOOD LINK ROAD



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REGISTERED LANDSCAPE ARCHITECT
CHARLES M. BRANDT
2247
STATE OF TEXAS

7-19-18

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
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LANDSCAPE PLAN

Sheet No. *L1.02*

Friendswood Downtown EDC
Annual Report to City Council
August 6, 2018

In August 2016, City Council appointed a seven-member board to the Friendswood Downtown EDC which includes Alton Todd - President, Dr. Pat McGinnis – Vice President, Arden "Trey" Hill – Secretary/Treasurer, Ron Cox, Elmer (Bubba) Johnson, Rebecca Hillenburg, and Paul Marx. The Board was recently appointed for another two-year term.

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 our City Council) regarding improvements to the Downtown District; and 3. Exercise our fiduciary responsibilities to our taxpayers.*

The Board has been very busy during the last year with the following activities to report.

August 8, 2017 - City of Pearland's Deputy City Manager, Jon Branson, gave the Board an overview of the Pearland EDC's efforts that included strategic planning. One of Pearland's goals is to aesthetically improve Pearland's gateways and entryways and in that regard, the City hired a landscape architecture firm that provided an overall plan for beautifying and demarcating major corridors within the city.

September 12 – The Board held a public hearing on the project named Poles and Wires Relocation and Reduction and approved the first phase of a multi-phase project to remove wooden poles and bury aerial cable along Friendswood Drive. The first phase is from Castlewood Drive to Clearview Avenue in the amount of $71,270, which is currently underway and should be finished be the end of this month.

October 10 – The Board invited City Staff to discuss possible partnership opportunities. A list of possible future projects for consideration was drafted that includes regional parking, decorative street light poles and signals, brick paved sidewalks, branding/identity for downtown, gateway/entryway signs, traffic improvements, crosswalks, upgrade mast arm sign at FM 2351, landscape architect services for downtown streetscape plan, maintenance of brick pavers and other projects. The Board discussed the process of hiring a landscape architect for professional services that would be part of public engagement, branding, and streetscape design.

November 14 – The Board further discussed and prioritized a list of projects, and realized that undertaking any projects, other than removing utility poles and wires, would require design and branding services to help create a unique identity for the downtown area. There was also discussion regarding how other cities, i.e. Pearland and Nassau Bay utilized the services of professional landscape architecture firms to provide design, cost estimates, and proposed timeline for projects. The Board asked Staff to invite three landscape architect firms to meet with the Board to discuss/review each firm's credentials, products, and samples of similar work in a small community.

November 28 – The Board met with three professional landscape architecture firms, all of which, were very capable and qualified.

December 4 – Based upon their qualifications, the Board chose Lauren Griffith Associates (LGA), a small landscape architecture firm in Houston that has done similar work in West University Place, City of Nassau Bay, and the City of Clear Lake Shores.

December 11 – At their most recent meeting, the Board discussed a process in moving forward with engaging the services of LGA.

January 9, 2018 –The Board reviewed a proposed scope of services and cost estimates with Lauren Griffith Associates.

January 23 – A public hearing was held regarding the Downtown Improvements Project. A contract with LGA was discussed to develop a Downtown Improvement Plan for the city. The scope of services includes site analysis, data collection, public input, funding strategies, and improvement plan and includes professional services from Traffic Engineers, Inc., Core Branding Studio, and lighting design from Gandy2. The Plan would take about six months to complete. The Board also amended their Annual Budget.

February 13 – The Board approved $125,399.86 for Phase II of the Poles and Wires Relocation and Reduction Project, which extends from 416 to 198 South Friendswood Drive (from next door to library to Heritage Drive). The project began in May and was completed in July. A contract with Lauren Griffith Associates was approved.

March 13 – The Board met with LGA and reviewed a preliminary schedule of activities.

March 27 – The Board reviewed, discussed, and provided input to help finalize a stakeholder invitation letter, goals and objectives of the Downtown Improvement Plan. They reviewed a draft downtown survey as well as a list of dates and invitees for the various stakeholder meetings.

April 10 – The Board heard reports from two stakeholder meetings that were held with City staff, board, committees, and school administration, Friendswood Fine Arts, Mason's Lodge, Historical Society, and Heritage Gardeners. A status report was given on the Downtown Survey that was emailed to over 10,000 persons.

May 8 – LGA gave a status report of their work. There were 1,132 survey responses and the stakeholder groups were completed. When responding to why Friendswood is unique or different from other nearby cities, respondents said that the community feels small, quaint, and safe, it is family-oriented, they liked the trees, rich history, and people are friendly. The Board discussed moving forward with three public meetings to receive additional public input on June 7, July 26, and August 23 to be held at City Hall.

June 7 – The first public meeting was held at City Hall with LGA, Core Design Studio and Traffic Engineers, Inc. The team gave a presentation in the Council Chambers that included a summary of the Downtown Survey results, comments from stakeholder meetings, and preliminary ideas for future improvement projects. About 20 persons attended the meeting.

June 19 – LGA gave an overview of the first public meeting. Core Design Studio gave a branding design report with branding and wayfinding concepts. The Board approved the FDEDC's Annual Budget. I attached the most recent monthly financial report and Proposed Annual Budget.

July 10 – The Board elected new officers: Alton Todd – President, Dr. Patrick McGinnis – Vice President, and Arden "Trey" Hill – Secretary/Treasurer. The Board approved a contract for grant writing services with Traffic Engineers, Inc. for $12,100. To assist in preparing an application to HGAC for possible Transportation Improvement Plan (TIP) funding at an 80/20 percent match in TXDOT's 2019 through 2022 funding cycle.

WEST RANCH MANAGEMENT DISTRICT
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

June 27, 2018

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

Re: West Ranch Management District

Dear Mayor and Council:

Thank you for the opportunity to update the City of Friendswood ("City") on the status of the West Ranch Management District ("District"). The following information is provided to update the City on accomplishments over the past year and to outline some of the Districts future operations.

Tax Rate

The average sales price in the District is approximately $450K with some homes reaching over $1M. Although the commercial property value has not been realized, the residential property value in the District continues to climb due primarily to new construction. The increase in value has contributed to the Districts ability to decrease the overall tax rate. From 2016 to 2017, the tax rate decreased from $0.55 per $100 valuation to $0.50. Although the financial advisor of the District has not made a recommendation on the 2018 tax rate, we still seem to be on track to reduce the rate to approximately $0.45 per $100 valuation. As previously presented to the City, the District expects the tax rate to level off at the $0.45 rate until the commercial value is realized.

West Ranch Management District
Tax Rate History

Year	Assessed Value	M&O	WS&D Debt Rate	Road Debt Rate	Total Debt Rate	Total Tax Rate
2017	$ 457,360,969	**$ 0.11**	$ 0.31	$ 0.08	**$ 0.39**	**$ 0.50**
2016	$ 394,738,333	**$ 0.09**	$ 0.36	$ 0.10	**$ 0.46**	**$ 0.55**
2015	$ 330,376,059	**$ 0.15**	$ 0.39	$ 0.11	**$ 0.50**	**$ 0.65**
2014	$ 254,346,624	**$ 0.16**	$ 0.34	$ 0.15	**$ 0.49**	**$ 0.65**
2013	$ 202,447,673	**$ 0.15**	$ 0.38	$ 0.12	**$ 0.50**	**$ 0.65**
2012	$ 155,712,544	**$ 0.10**	$ 0.47	$ 0.08	**$ 0.55**	**$ 0.65**
2011	$ 116,386,954	**$ 0.17**	$ 0.38	$ 0.10	**$ 0.48**	**$ 0.65**
2010	$ 93,043,423	**$ 0.65**	$ -	$ -	**$ -**	**$ 0.65**
2009	$ 74,262,774	**$ 0.65**	$ -	$ -	**$ -**	**$ 0.65**
2008	$ 47,663,107	**$ 0.65**	$ -	$ -	**$ -**	**$ 0.65**
2007	$ 11,485,060	**$ 0.65**	$ -	$ -	**$ -**	**$ 0.65**
2006	$ 6,239,320	**$ 0.65**	$ -	$ -	**$ -**	**$ 0.65**
2005	$ 3,600,530	**$ 0.65**	$ -	$ -	**$ -**	**$ 0.65**

Commercial Property

Commercial development options remain for 45 +/- acres near the intersection of FM 518 and West Boulevard as well as an additional 13 +/- acres near the intersection of West Boulevard and Friendswood Lakes Boulevard.

Although the District's residential construction component is winding down, the District remains in a strong position to help the City attract commercial development to the District.

Completed Projects

- All detention ponds within the boundaries of the District are complete.
- All road major road projects planned to be within the boundaries of the District are complete. Those projects include Falcon Lakes boulevard, West Boulevard, and Friendswood Lakes Boulevard.
- Lake Friendswood Park and Pavilion is complete.

Status of Development (Provided by Friendswood Development Company)

- The development of all 27 residential sections are complete.

- 88% of the residential homes are occupied. (1110 of 1257 home sites have completed homes)
- Homebuilding is currently under construction in Arbor Gate 2, 3, 5 and 6.
- Homebuilding is expected to be complete by 4Q19.

Five-Year Plan

The developer, Friendswood Development Company, has completed the construction of all residential sections and only the commercial component of West Ranch ("Community") remains. With that in mind, in early 2018 the board of director's set a goal to establish a five-year maintenance and project plan for the District. The five-year plan is necessary for the District and the Community to maintain the high level of standards the development has achieved and to continue those standards for many years to come. The two main areas the District has focused on in the five-year plan are maintenance of District facilities and potential future projects.

The District has established maintenance criteria and maintenance programs on all District owned facilities including drainage channels, detention facilities and outfall structures. The District worked with the District Engineer and contractors to establish budget line items needed for current and future years.

Future projects have also been a focus of the Districts five-year plan. Although the District has not finalized the exact project list, the board of directors of the District is targeting several projects. Some of the potential larger scale projects include conversion of the District's earthen outfalls to concrete storm sewers and conversion of detention/amenity earthen slopes to concrete hard edges. Smaller scale projects may include re-building of the fishing pier on Chigger Creek and enhanced greenbelt trails throughout the District.

Sincerely,
West Ranch Management District

By: _____
Brian Gibson, President
Board of Directors

CITY OF FRIENDSWOOD
EMPLOYEE BENEFIT TRUST AGENDA

NOTICE is hereby given of a special meeting of the City of Friendswood Employee Benefit Trust to be held Monday, August 6, 2018 at 7 p.m. at the City of Friendswood City Hall, 910 South Friendswood Drive, Friendswood, Texas, for the purpose of considering the following agenda items. The City of Friendswood Employee Benefit Trust reserves the right to retire into Executive Session concerning any of the agenda items whenever it is considered necessary and legally justified pursuant to Texas Government Code, Chapter 551.

1. Call the Meeting to Order

2. Consent Agenda:

   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 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

3. Adjourn

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

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 July 30, AT 5:00 PM.

Melinda Welsh

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: 08/06/2018

Date Submitted: Dept. Clearances: K Hampton

Prepared by: Bill Bender/Katina Hampton

Subject: Special Meeting of the City of Friendswood Employee Benefit Trust, Approving the insurance renewal offers and Authorizing the Transfer of Funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.

Originating Department: Admin Services-HR City Attorney Review: N/A

Proceeding: Items for Discussion and Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In September 2012, Council approved the creation of a Single Nonprofit Trust for the purpose of providing City employees, employee dependents, and retirees with group life and health benefits, either directly or through the purchase of insurance and to perform operations as specified in the trust agreement. The creation of the Friendswood Employee Benefit Trust makes the City exempt from the approximate 1.75% embedded State tax contained in medical, dental, vision, life, AD&D, and LTD insurance premiums.

In accordance with the Employee Benefit Trust (EBT), the renewal offers from BC/BS of Texas, Guardian, VSP and Lincoln Financial require approval of the EBT.

The process and action is outlined below:

- Recess the regular meeting of the City Council to convene a meeting of the City of Friendswood Employee Benefits Trust for which a separate Employee Benefit Trust Agenda has been posted
- Adjourn the City of Friendswood Employee Benefit Trust meeting and reconvene into the regular session of the City of Friendswood City Council.
- Following reconvening of the Council meeting approve the following agenda item "**Discussion and possible action regarding authorizing the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.**"

Employee Benefit Program

The City makes available to all full-time employees the following lines of insurance: Health, Dental, Vision, Life, and Long-term Disability.

Employee participation in the offered Health, Dental, and Vision insurances is optional. The employee shares in the cost of the health and dental insurance. The cost of Vision insurance is the bore by the employee.

After reviewing the proposed renewals, we recommend accepting the renewal from Blue Cross Blue Shield of Texas for health insurance and accepting the renewal from Guardian for dental insurance.

The City provides a life insurance benefit equal to one year of salary and long-term disability insurance for the employees.

The City also offers additional products to the employees that are paid by the employee. This includes additional life insurance, vision coverage, accident policies, etc.

A historical perspective and the current proposed rates for health and dental insurance is outlined on the attached schedules. The proposed health insurance rates represent an increase of **0%**. The proposed dental insurance renewal represents a rate increase of 0%.

This zero cost renewal was achieved based the city's claim experience and collaborative purchasing with other entities.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Establishment of the Single Nonprofit Trust in September 2012, allows the removal of approximately 1.75% of State tax embedded in the premiums of Medical, Dental, Vision, Life, AD&D, and Long Term Disability insurance. This creates a financial savings for the City and its' employees by reducing premiums. We estimate this saves about $30,000 to $35,000 annually.

RECOMMENDATIONS

Staff recommends the City of Friendswood Employee Benefit Trust's approval of the consent items included on the trust agenda.

ATTACHMENTS

Employee Benefit Trust Agenda
Employee Medical-Dental Rates 2018-2019 and 2017-18 Comparison
Declaration of Single Nonprofit Trust approved 9-10-12

CITY OF FRIENDSWOOD
EMPLOYEE BENEFIT TRUST AGENDA

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1. Call the Meeting to Order

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   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

3. Adjourn

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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 July 30, AT 5:00 PM.

Melinda Welsh

MELINDA WELSH, TRMC
CITY SECRETARY

0% Increase

2018 - 2019 Primary Coverage Medical Rates

1500 Deductible	Montly Rate	EE Monthly Cost	**Employee Monthly Increase**	City Monthly Cost	**City Monthly increase**	EE per pay period for 24 deductions	**EE Increase per pay period for 24 deductions**	EE Annual Increase	City Annual Increase
Single	$652.70	$65.27	**$0.00**	$587.43	**$0.00**	$32.64	**$0.00**	$0.00	$0.00
Couple	$1,444.29	$433.29	**$0.00**	$1,011.00	**$0.00**	$216.64	**$0.00**	$0.00	$0.00
Adult & Child(ren)	$1,202.60	$360.78	**$0.00**	$841.82	**$0.00**	$180.39	**$0.00**	$0.00	$0.00
Family	$2,089.60	$626.88	**$0.00**	$1,462.72	**$0.00**	$313.44	**$0.00**	$0.00	$0.00

2017 - 2018 Primary Medical Rates (Current)

1500 Deductible				
Single	$652.70	$65.27	$587.43	$32.64
Couple	$1,444.29	$433.29	$1,011.00	$216.64
Adult & Child(ren)	$1,202.60	$360.78	$841.82	$180.39
Family	$2,089.60	$626.88	$1,462.72	$313.44

0% Increase

2018 - 2019 Dental Rates

PPO	Montly Rate	EE Monthly Cost	**Employee Monthly Increase**	City Monthly Cost	**City Monthly increase**	EE per pay period for 24 deductions	**EE Increase per pay period for 24 deductions**	EE Annual Increase	City Annual Increase
Single	$35.55	$3.56	**$0.00**	$32.00	**$0.00**	$1.78	**$0.00**	$0.00	$0.00
Couple	$63.65	$19.10	**$0.00**	$44.56	**$0.00**	$9.55	**$0.00**	$0.00	$0.00
Adult & Child(ren)	$79.32	$23.80	**$0.00**	$55.52	**$0.00**	$11.90	**$0.00**	$0.00	$0.00
Family	$108.19	$32.46	**$0.00**	$75.73	**$0.00**	$16.23	**$0.00**	$0.00	$0.00

2017 - 2018 Dental Rates (Current)

PPO				
Single	$35.55	$3.56	$32.00	$1.78
Couple	$63.65	$19.10	$44.56	$9.55
Adult & Child(ren)	$79.32	$23.80	$55.52	$11.90
Family	$108.19	$32.46	$75.73	$16.23

DECLARATION OF SINGLE NONPROFIT TRUST

I.

The **City of Friendswood**[1] ("City"), as settlor, designates the members of the **City of Friendswood** City Council[2] to be Trustees and declares that the Trustee hold in trust the funds described in Schedule A attached hereto and incorporated herein by reference, which is the property of the City, and all substitutions and additions to such funds, for the purpose of providing life, disability, sick, accident, and other health benefits to the City's officers, employees, and qualified retirees and their dependents.

II.
PURPOSE

This is a single nonprofit trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof.

III.
DURATION

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

IV.
TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS

COMPOSITION. The Trustees are the members of the **City of Friendswood** City Council, and the term of each Trustee is cotemporaneous with his or her term of office as a Member of the City

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[1] The settlor is the entity establishing the trust and may also be a Chapter 172 Pool, a county, a hospital district, or a county or municipal hospital.

[2] The trustees will govern the operations of the trust and may also be the Trustees of a Chapter 172 Pool, members of a County Commissioners Court, or members of the Board of Directors of a hospital district or of a municipal or county hospital.

Council. Whenever a Trustee ceases to be a member of the **City of Friendswood** City Council, the person succeeding him or her in office will serve as a successor Trustee of the Trust.

OFFICERS. The Mayor shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees. The Mayor Pro Tem shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The Secretary shall rotate, coinciding with the **City of Friendswood's** Fiscal Year, between the Council members, skipping the Mayor Pro Tem, beginning with Position 1. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

COMPENSATION. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees. Any approved reimbursement(s) will be made by the City of Friendswood.

MEETINGS. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

V.
RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING

RIGHTS, POWERS, AND DUTIES. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the

powers necessary and desirable for the effective administration of the affairs of the Trust.

2. The Trustees have the general power to make and enter into all contracts and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts and agreements or any other legal documents herein authorized shall be approved by the Trustees and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.

3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Paragraph II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.

4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.

5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing life, disability, sick, accident, and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration and administrative services. When required by law or desired by

the Trustees, the Trustees may seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to effect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.

7. The City of Friendswood may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the City of Friendswood to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the City of Friendswood must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.

8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.

9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.

10. The Trustees have the authority to terminate the Trust at any time.

11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Paragraph IX herein.

QUORUM AND VOTING. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI.
BENEFICIARIES

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan purchased or adopted by the Trust (also called "covered persons" herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

VII.
TRUST FUNDS

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The Trustees may use the Trust's funds as follows:

1. to pay all expenses which the Trustees consider necessary in establishing the Trust and in administering the Trust and all reasonable expenses incurred by the Trustees in the

performance of their duties as defined to be those allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] and or permitted by the State Comptroller of the State of Texas in its role as the administrator of this legislation;

2. to pay premiums on any insurance policies allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] purchased by the Trust;

3. to make authorized investments;

4. to pay claims under any health benefits plan adopted by the Trustees.

VIII.
LIABILITY OF TRUSTEES AND OFFICERS

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City of Friendswood shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("*Proceeding*"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City of Friendswood shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

IX.
AMENDMENT, REVOCATION AND TERMINATION

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Paragraph II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees.

Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and, then, either apply any remaining balance of the funds for the benefit of those covered persons in such manner as the Trustees determine shall best carry out to purposes of this Trust or pay such balance over to such covered persons on a per capita basis. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established for a substantially similar purpose to be applied for uses substantially similar to those set forth in Paragraph II herein.

X.
GOVERNING LAW

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

XI.
MISCELLANEOUS

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Paragraphs of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Paragraph but shall not be used in construing this Declaration of Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

IN WITNESS WHEREOF, the undersigned parties have executed this Declaration of Trust, consisting of twelve (12) pages and Schedule A attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

Mayor Kevin M. Holland, Settlor

Kevin M. Holland, Trustee

Billy J. Enochs, Trustee

Steve Rockey, Trustee

Jim Hill, Trustee

Patrick J. McGinnis, MD, Trustee

John Scott, Trustee

9/25/2012

Deirdre Carey Brown, Trustee

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

This instrument was acknowledged before me on, September 14th, 2012, by Kevin M. Holland, Mayor of the City of Friendswood on behalf of Settlor.

MICHELLE ANN PEREZ
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 11-18-2014

Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

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

This instrument was acknowledged before me on, September 14th, 2012, by Kevin M. Holland, Trustee.

MICHELLE ANN PEREZ
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 11-18-2014

Michelle Perez
Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

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

This instrument was acknowledged before me on, September 24th, 2012, by Billy J. Enochs, Trustee.

Michelle Perez
Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

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

This instrument was acknowledged before me on September 14th, 2012, by Steve Rockey, Trustee.

MICHELLE ANN PEREZ
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 11-18-2014

Michelle Perez
Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 06, 2018

Date Submitted: 08/01/2018 Dept. Clearances: Melinda Welsh/CSO

Prepared by: Melinda Welsh

Subject: Updating the Appointment Policy for Boards, Committees and Commissions with an amendment to the Library Board

Originating Department: City Secretary's Office City Attorney Review: Yes

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: N/A	Amount Budgeted: N/A
Appropriation Required: N/A	Source of Funds: N/A
FINANCE APPROVAL: N/A	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Councilmember and Library Board Liaison Steve Rockey notified our office that at the July 17, 2018, Library Board meeting, the board voted to move the alternate members to regular members and not replace the regular member who recently resigned. Currently, there are 7 regular member positions and 3 alternate member positions. The board is proposing to have 9 regular members with no alternates and move the current alternate members to regular members. This change requires an amendment to the City's appointment policy for boards, committees and commissions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To keep the City's Appointment Policy current to meet the city's changing needs.

RECOMMENDATIONS

That Council considers the proposed amendment.

ATTACHMENTS

DRAFT Updated 082018 Appointment Policy-all pages redline version

APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

CITY OF FRIENDSWOOD ADMINISTRATIVE POLICIES AND PROCEDURES

ADOPTED AUGUST 5, 1996
AMENDED JUNE 19, 2000
AMENDED JUNE 26, 2006
AMENDED FEBRUARY 5, 2007
SUSPENDED JULY 12, 2010
RE-ADOPTED AND AMENDED JANUARY 5, 2015
AMENDED JULY 10, 2017
AMENDED JULY 02, 2018

CITY OF FRIENDSWOOD

ADMINISTRATIVE POLICIES AND PROCEDURES

Appointments to City Boards, Commissions, and Committees

I. PURPOSE

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

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

II. POLICY

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

III. COUNCIL LIAISONS

A Councilmember will be appointed annually by Mayor and Council as liaison to various boards, commissions, and committees. Liaison appointments will generally be made no later than the second regular meeting of the Council following the May General election. The Council Liaison shall serve as a conduit of information between the City Council and the board, commission, or committee and shall provide information.

An information sheet listing all standing boards, commissions, and committees and Council Liaisons (at the time this policy is approved) is included as Exhibit A. A synopsis of most of the standing boards, commissions, and committees is included as Exhibit B.

IV. PROCEDURES

Sec. 4.01. Uniform Appointment Date

All ordinances, resolutions, and laws governing appointments to boards, commissions, and committees of the City of Friendswood shall be written in such a manner that the appointments shall be effective on two uniform dates each year in July and November.

Sec. 4.02. Applicable Laws and Ordinances

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

Because of their special responsibilities, some members of boards, commissions, and committees are considered officers. Officers hold special decision-making duties. As a result, certain sections of these policies will require different levels of commitment and responsibility. Boards, commissions, and committees whose members are considered officers are the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, and Charter Review Commission.

Sec. 4.03. Terms of Office

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

Sec. 4.04. Oaths of Office

Oaths of Office appropriate to the position held and in accordance with the provisions of Section 6.05 of the City Charter (Every officer of the City, whether elected or appointed, before entering upon the duties of office, shall take and subscribe to the appropriate oath or affirmation to be filed and kept in the office of the City Secretary) will be administered to all newly appointed or reappointed members to the Planning & Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, and Charter Review Commission at the first regular meeting of the board, commission, or committee or as soon as possible after appointment. Oaths of office for appointed officers are included as Exhibit C.

Arrangements to receive oaths of office at another time may also be made at the discretion of the City Secretary or whomever is authorized by law to give the oath such as a notary public.

Sec. 4.05. Rules and Regulations

All boards, commissions, and committees shall follow procedures of conduct set out in Robert's Rules of Order. All board, commission, and committee meetings shall have an agenda and record the action by keeping minutes. Advisory boards, commissions, and committees **shall not be required** to comply with the Texas Open Meetings Act. However, the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and Charter Review Commission shall comply with the Texas Open Meetings Act.

Some boards, commissions, and committees may find it desirable or be directed to adopt rules of procedure. All such rules of procedure shall be approved by the City Council. Any amendments shall also be approved by City Council.

Sec. 4.06. Appointment of Officers/Members

Officers or members of each of the City's boards, commissions, and committees will be appointed in accordance with any applicable ordinances, state laws, or City Charter. Chair and Vice Chair may be rotated following the appointment and reappointment time frame but may not serve more than four terms, unless otherwise approved by Council. Officers of the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and the Charter Review Commission are required to be a resident of Friendswood. Members of advisory boards, or committees are not required to be a resident of the city; however, a quorum of members from those advisory boards or committees must never be from outside of the city. All newly appointed officers/members shall be reported to the City Secretary for inclusion in the Boards, Commissions, and Committees' rosters.

Sec. 4.07. Providing and Maintaining Records

The City Secretary's office shall keep an up-to-date official record of pertinent information on each board, commission, and committee in an official notebook. City Staff Liaisons to the boards, commissions, and committees will be responsible for providing to the City Secretary's office up-to-date information of names, addresses, and telephone numbers for their boards, commissions, and committee members. Each Staff Liaison will maintain a historical list of boards, commission and committee members which their department supports.

Sec. 4.08. Attendance Policy and Records

Attendance records shall be maintained by all City Staff Liaisons providing support to the various City boards, commissions, and committees. The records will be available by request to the boards, commissions, and committees members at each regular meeting. The attendance record will be provided to the City Secretary's office when the appointment/reappointment process takes place for that committee.

It shall be the responsibility of each member to attend meetings regularly. Three consecutive unexcused absences or the absence of an advisory board or committee member from more than 50 percent of the meetings in a six-month period shall be cause for Council to review the attendance record and make a recommendation on the continued service of that member. Three consecutive unexcused absences or the absence of a member considered to be an officer from more than 20 percent of the meetings in a six-month period shall be cause for Council to review the attendance record and make a recommendation on the continued service of that officer. Examples of excused absences include illness, business reasons, death of family members, etc.

Attendance at all regular meetings, special meetings, and work sessions by each board, commission, and committee member will be recorded on an attendance record form (Exhibit No. D), and absences shall be noted as excused or unexcused by the Chair.

Sec. 4.09. Information Packets

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

V. Appointments

Sec. 5.01. Applications

All citizens interested in being appointed or reappointed to a board, commission or committee must have an up-to-date application on file or submit a completed application (Exhibit No. E) to the City Secretary. New applications will be forwarded to the Staff Liaison of the appropriate board, commission or committee. At the established time, applications will be distributed by the City Secretary's office to the Mayor and City Council.

The City Secretary shall provide an application to citizens upon request, as well as information sheets on the various boards, commissions, and committees.

The City Secretary shall advertise at least once a year, or as needed,, in the news media and as otherwise directed by City Council, an invitation to citizens to submit an application indicating their interest and qualifications to serve on a board, commission, or committee. The members of boards, commissions, and committees to be appointed in July are the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Library Board of Trustees, Community and Economic Development Committee, and Charter Review Commission (to be

appointed in July every 5 years or as called by Council). Members of boards, commissions, and committees to be appointed in November are Fourth of July Steering Committee, Keep Friendswood Beautiful, Senior Citizen Advisory Committee, and Investment Committee.

All applications submitted to the City Secretary will be date stamped RECEIVED, e-mailed to the Staff Liaison to the committee(s) and will be retained by the City Secretary for a period of three (3) years, according to the applicable rules in the adopted records retention schedule. The applications will be used in making appointments to boards, commissions, and committees for expiring terms of office and as vacancies occur.

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

Sec. 5.02. Appointment Process

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

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

A congratulatory letter (Exhibit No. F) will be prepared by the City Secretary's office for all newly appointed or reappointed members to the City's boards, commissions, and committees.

All members/officers of the boards, commission and committees **must** complete Open Meetings Act (OMA) Training administered by the Texas Attorney General within 90 days as required by law and **must** provide their certificate of completion to the City Secretary's office.

Sec. 5.03. Selection Criteria

Selection of members to boards, commissions, and committees shall be made considering the stated interest and desire of the applicant to serve. Other criteria will be

the applicant's availability, qualifications, personal background, and any special skills he/she may have.

Members selected should not only be qualified, but also show a desire and commitment to serve in the capacity they are appointed.

Appreciation letters will be sent by the City Secretary to all individuals who were not appointed. They will be advised that their application will be retained for three years.

Sec. 5.04. Filling Vacancies

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

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

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

EXHIBIT A

FRIENDSWOOD CITY COUNCIL LIAISONS
2018–2019

COUNCILMEMBER	COMMITTEE
Robert Griffon John Scott (alternate)	Clear Creek Watershed Steering Committee
Trish Hanks Carl Gustafson (alternate)	Community & Economic Development Committee
Trish Hanks Steve Rockey (alternate)	4th of July Steering Committee
Trish Hanks John Scott (alternate)	Galveston County Commissioners Court
Robert Griffon John Scott (alternate)	Galveston County Consolidated Drainage District
All City Council Members	Galveston County Mayors' & Councils' Association
Carl Gustafson Steve Rockey (alternate)	Gulf Coast Authority
Sally Branson Mike Foreman (alternate)	H-GAC
Carl Gustafson Robert Griffon (alternate)	Harris County Commissioners Court
All City Council Members	Harris County Mayors' & Councils' Association
Staff/CMO	Homeowner's Associations
Sally Branson Trish Hanks (alternate)	Keep Friendswood Beautiful
Steve Rockey John Scott (alternate)	Library Board
Sally Branson Carl Gustafson (alternate)	Planning & Zoning Commission
Robert Griffon Trish Hanks (alternate)	Senior Citizens Advisory Committee
Steve Rockey Sally Branson (alternate)	Zoning Board of Adjustment & Appeals

None Required: Investment Committee, Construction Board of Adjustment & Appeals and Charter Review Commission

EXHIBIT B

PLANNING AND ZONING COMMISSION

Number of members:	7 regular	**Term of Office:**	3 years Overlapping terms
Established by:	City Code, Section 2-69; LGC Sections 211 & 212		
Appointed By:	City Council		
Regular Meetings:	1st and 3rd Thursday of the month		
Time:	7:00 PM		
Location:	Friendswood City Hall 910 S. Friendswood Drive		
Compensation:	None		
Officers:	Chair & Vice Chair selected every 3 years by Commission members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Community Development, Deputy Director of Community Development, City Planner, Development Coordinator		
Council Liaison:	Yes; appointed by City Council		

Duties of the Commission: The Commission shall submit recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map; any request for a specific use permit or planned unit development; any change or amendment to the subdivision ordinance; and any related request by Council. In public meeting, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.

ZONING BOARD OF ADJUSTMENT & APPEALS

Number of Members:	5 regular 4 alternates	**Term of Office:**	2 years Overlapping terms

Established by: City Code, Appendix C-Sections 10 - 13. LGC, Sections 211.008 - 211.011.

Appointed by: City Council

Regular Meetings: 4th Tuesday of the month, as needed, unless a holiday falls during the week of meeting date, is then moved to 3rd Tuesday of the month.

Time: 7:00 PM

Location: Friendswood City Hall
910 S. Friendswood Dr.

Compensation: None

Officers: Chair & Vice Chair elected every 2 years by members. Officers will be appointed for two-year terms as required by statute (LGC 54.033 and 211.008). Chair and Vice Chair may not serve more than four terms, unless otherwise approved by Council.

Staff Support: Building Official, City Planner, Development Coordinator.

Council Liaison: None

Duties of the Board: This board hears and rules on requests for appeals, special exceptions and variances to the Zoning Ordinance and authorizes variances from the zoning ordinance when not contrary to the public interest. This board also serves as the appeals board for Fire and Life Safety Codes, Flood Damage Prevention Code (City Code, Section 34-41), and Building and Standards Commission (BASC) (City Code, Section 14-319).

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Number of Members:	7 regular **Term of Office:** 3 years 2 alternates (if desired)
Established by:	City Code, Chapter 14; Articles II Standard Building Code, Section 105.1
Appointed by:	City Council
Regular Meetings:	As needed
Time:	7:00 PM
Location:	Friendswood City Hall 910 S. Friendswood Drive
Compensation:	None
Officers:	Chair & Vice Chair are selected every two years by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.
Staff Support:	Building Official
Council Liaison:	No

Duties of the Board: The Construction Board of Adjustments and Appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

FRIENDSWOOD PUBLIC LIBRARY ADVISORY BOARD

Number of Members:	~~7~~9 regular ~~3 alternate~~	**Term of Office:**	3 years Overlapping terms

Established by:	Ordinance 173 effective November 22, 1972
Appointed by:	City Council
Regular Meetings:	3rd Tuesday of the month, as needed
Time:	7:00 PM
Location:	Friendswood Public Library 416 S. Friendswood Dr.
Compensation:	None
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.
Staff Support:	Library Director Assistant Library Director Assistant to the Library Director
Council Liaison:	Yes; appointed by Council

Duties of the Board: The purpose of the Advisory Board of the Friendswood Public Library is to establish general library policy, represent the public and its interest in the operation of the library, secure from the people of Friendswood support for the Library, and to interpret the needs of the people to the City Council.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

Number of Members: 7 regular **Term of Office:** 3 years
Overlapping terms

Ex Officios: Chamber of Commerce representative
Planning & Zoning Commission representative

Clear Creek Independent School District representative, Friendswood Independent School District representative

Established by: Council action February 15, 1993

Appointed by: City Council

Regular Meetings: 1st Wednesday of the month

Time: 3:30 PM

Location: Friendswood City Hall
910 S. Friendswood Drive

Compensation: None

Officers: Chair and Vice Chair are selected by members.
Officers will be appointed for a three-year term following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.

Staff Support: Economic Development Coordinator

Council Liaison: Yes; appointed by City Council

Duties of the Committee: To encourage commercial and industrial developments which are compatible with the image of Friendswood; provide recommendations to the City Council regarding codes, ordinances, policies, and procedures that assist economic development; and conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the city's interest, needs, and image.

CHARTER REVIEW COMMISSION

Number of Members:	7 regular	**Term of Office:**	6 months
Established by:	City Charter		
Appointed by:	City Council		
Regular Meetings:	As called		
Time:	As called		
Locations:	Friendswood City Hall 910 S. Friendswood Drive		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members.		
Staff Support:	City Manager City Secretary City Attorney		
Council Liaison:	No		

Duties of the Commission: The Charter Review Commission is appointed by the Council approximately every five years. The commission inquires into the operation of the city government under the Charter provisions, determines whether any such provisions require revision and performs such other duties as set forth in Section 11.09 of the Friendswood City Charter.

FOURTH OF JULY STEERING COMMITTEE

Number of Members:	20 Regular	**Term of Office:**	3 years Overlapping terms
Established by:	Council Action		
Appointed by:	City Council		
Regular Meetings:	3rd Wednesday of the month		
Time:	6:00 PM		
Location:	Friendswood City Hall 910 S. Friendswood Drive		
Compensation:	None		
Officers:	Chair & Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation		
Council Liaison:	Yes, appointed by City Council		

Duties of the Board: The Fourth of July Steering Committee is to assist staff in organizing, planning, coordinating, and overseeing the annual City of Friendswood Fourth of July activities and any other related functions requested by the City Council.

KEEP FRIENDSWOOD BEAUTIFUL

Numbers of Members:	20 regular	**Term of Office:**	3 years Overlapping terms

Established by:	City Council January 15, 1973, as Civic Beautification Committee City Council, January 25, 2010, from Community Appearance Board to Keep Friendswood Beautiful Committee
Appointed By:	City Council
Regular Meetings:	4th Tuesday of the month
Time:	6:30 PM
Location:	Friendswood City Hall 910 S. Friendswood
Compensation:	None
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.
Staff Support:	Director of Parks and Recreation
Council Liaison:	Yes; appointed by City Council

Duties of the Board. The mission of the Keep Friendswood Beautiful Committee (KFB) is to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image. The KFB directs and coordinates management and planning of its projects and education of the community; recommends budget and project priorities to City Council; seeks grants for funding opportunities; makes suggestions for conserving and protecting natural resources; and performs such other duties as the City Council may reasonably request.

Keep Friendswood Beautiful also serves as the advisory committee for the City's Storm Water Management Program (last updated 2014) per TCEQ.

SENIOR CITIZEN ADVISORY COMMITTEE

Number of Members:	8 regular 1 alternate	**Term of Office:**	3 years Overlapping terms

Established by: Council action 1993

Appointed by: City Council

Regular Meetings: 2nd Tuesday of the month as needed

Time: 9:00 AM

Location: Activities Building
416 Morningside

Compensation: None

Officers: Chair and Vice Chair are selected by members.
Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.

Staff Support: Director of Parks and Recreation
Recreation Superintendent

Council Liaison: Yes; appointed by City Council

Duties of the Board: The Committee acts only in an advisory capacity to the City Council in all matters pertaining to Friendswood's Senior Citizens Program; acquaints itself with and makes a continuous study and review of the program; recommends the adoption of policies for the program; recommends to the City Council rules and regulations governing the program; makes recommendations to the City Council and City Manager and reasons therefore; and performs other duties as the City Council may reasonably request.

INVESTMENT COMMITTEE

Number of Members:	3 regular No Alternates	**Term of Office:**	3 years
Established by:	Council action January 1997		
Appointed by:	City Council		
Regular Meetings:	Quarterly		
Time:	4:00 PM or at the call of the Chair		
Location:	Friendswood City Hall/Administrative Services Department		
Compensation:	None		
Officers:	Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Investment Officer		
Liaison/Deputy:	City Manager		
Council Liaison:	No		

Duties of the Committee. To review the investment practices of staff and ensure these are in accordance with the Investment Policy.

EXHIBIT C

In the name and by the authority of

The City of Friendswood
and
The State of Texas

STATEMENT OF APPOINTED OFFICER

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

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

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

_____
Affiant's Signature

_____
Position to Which Appointed

City of Friendswood, Galveston/Harris
City and/or County

SWORN TO and subscribed before me by affiant on this ____ day of _____ 2018.

_____
Signature of Person Authorized to Administer Oaths / Affidavits

_____
Printed Name

_____
Title

In the name and by the authority of

The City of Friendswood
and
The State of Texas

OATH OF OFFICE

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

_____
Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____ 2018.

_____
Signature of Person Administering Oath

_____
Printed Name

_____
Title

EXHIBIT D

ATTENDANCE REPORT

BOARD/COMMITTEE/COMMISSION: _____

REPORTING PERIOD _____ – _____
Mo/Yr Mo/Yr

MEMBERS	MEETINGS	2017						2018						TOTALS	
Name/Place No.	TYPE	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	Present	Absent
REGULAR MEMBERS: CHAIR	Regular	N	X	X	X	N	N	N	N	X	N	X	N	6	0
		O				O	O	O	O		O		O		
	Special				X										
Morgan, Jason		M				M	M	M	M		M		M		
VICE CHAIR	Regular	E	X	X	X	E	E	E	E	--	E	X	E	5	1
		E				E	E	E	E		E		E		
	Special	T			X	T	T	T	T		T		T		
Jacks, Carly		I				I	I	I	I		I		I		
	Regular	N	X	X	X	N	N	N	N	X	N	X	N	6	0
		G				G	G	G	G		G		G		
	Special				X										
Cain, Drew		N				N	N	N	N		N		N		
	Regular	O	X	X	X	O	O	O	O	X	O	--	O	5	1
	Special	M			X	M	M	M	M		M		M		
Reeves, Nina		E				E	E	E	E		E		E		
	Regular	E	X	X	X	E	E	E	E	X	E	X	E	6	0
		T				T	T	T	T		T		T		
	Special	I			X	I	I	I	I		I		I		
McCall, Sam		N				N	N	N	N		N		N		
ALTERNATE MEMBERS:	Regular	G	X	X	X	G	G	G	G	X	G	X	G	6	0
	Special	N			X	N	N	N	N		N		N		
Ashford, Jordan		O				O	O	O	O		O		O		
	Regular		X	X	X					X		X		5	1
		M				M	M	M	M		M		M		
	Special	E			--	E	E	E	E		E		E		
Jones, Maxie		E				E	E	E	E		E		E		
	Regular	T	X	X	X	T	T	T	T	X	T	X	T	5	1
		I				I	I	I	I		I		I		
	Special	N			--	N	N	N	N		N		N		
Davis, Molly		G				G	G	G	G		G		G		
	Regular		X	X	X					X		X		6	0
		N				N	N	N	N		N		N		
	Special	O			X	O	O	O	O		O		O		
Spencer, Laura															
Staff Liaison	Regular	M	X	X	X	M	M	M	M	X	M	X	M	6	0
		E				E	E	E	E		E		E		
	Special	E			X	E	E	E	E		E		E		
Devane, Anna		T				T	T	T	T		T		T		
Staff Liaison/Secretary	Regular	I	X	X	X	I	I	I	I		I		I	4	
Coe, Lucy	Special	N			X	N	N	N	N		N		N		
	Regular	G				G	G	G	G	X	G	X	G	2	
Ashton, Ned	Special														

In order to insure that all boards and commissions members contribute by attending regular scheduled and special meetings of their respective board or commission, the Council has directed that attendance records be kept by City Staff and forwarded to members for their review. ATTEND: **X** ABSENT: **--**

EXHIBIT E

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: _____ HOME PHONE: _____

HOME ADDRESS: _____ WORK PHONE: _____

EMAIL ADDRESS: _____ CELL PHONE: _____

OCCUPATION: _____

SPECIAL INTERESTS AND TALENTS: _____

_____

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

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

Please use the space below for additional comments.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

DATE OF BIRTH: _____
SEX: _____
FRIENDSWOOD RESIDENT FOR _____ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years?_____

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

_____
_____
_____
_____

Please list any civic or community endeavors in which you have been involved: _____
_____
_____
_____

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

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

_____ _____
Signature of Applicant Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Revised 06/22/17 mkw

EXHIBIT F

Date: _____

Mr. John Doe
10110 Lakeside Lane
Friendswood, TX 77546

Dear Mr. Doe:

On behalf of the Mayor and City Council, we would like to congratulate you on your recent appointment to the Planning and Zoning Commission. Your term begins_____ and ends _____. Attendance is very important, so an attendance record is kept at each meeting; therefore, it is the responsibility of each member to attend meetings regularly. Enclosed you will find a membership roster for the Planning and Zoning Commission.

The members of Boards, Commissions, and Committees of the City of Friendswood are required by law to complete Open Government Training. There are two ways to obtain the required training:

1. Attorney General's website at **https://texasattorneygeneral.gov/og/oma-training.** Select Open Meetings Act training video, and then complete the training online. Following the completion of the training, a certificate will be sent to you from the Attorney General's Office.

2. Check out the training CD from the City Secretary's Office. If you choose to utilize the CD option, at the end of the video, there is a code which will take you to the Attorney General's website to retrieve the certificate.

Training needs to be completed by _____, and a copy of the certificate needs to be forwarded to the City Secretary.

Please accept my congratulations on your appointment and if you have any questions, please do not hesitate to call me.

Sincerely,

Melinda Welsh, TRMC
City Secretary

Cc: Staff Liaison

Enclosure

Date: _____

Ms. Jane Doe
10111 Lakeside Lane
Friendswood, TX 77546

Dear Ms. Doe:

On behalf of the Mayor and City Council, we would like to congratulate you on your recent re-appointment to a three-year term on the Senior Citizens Advisory Committee. A new membership roster is enclosed.

If you have any questions, please do not hesitate to call me.

Sincerely,

Melinda Welsh, TRMC
City Secretary

Cc: Staff Liaison

Enclosure

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed 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: August 6, 2018

Date Submitted: August 1, 2018 Dept. Clearances: Melinda Welsh

Prepared by: Susan Ballard/Mayor Foreman

Subject: Appointments to Construction Board of Adjustment & Appeals, Keep Friendswood Beautiful Committee and Library Board

Originating Department: M & C

Proceeding: Discussion and Possible Action
(I.E. Special Session, Discussion and Possible Action (contracts, agreements, appointments, directives), Resolution, Ordinance, Communication from Mayor/Council, Consent Agenda)

Degree of importance: Critical ☐ Significant ☒ Elective ☐

SUMMARY / ORIGINATING CAUSE

Mayor Foreman endorses the following appointments as recommended by:

Construction Board of Adjustment & Appeals – Appoint Cody Owen and Tom Hinckley as alternate members to 3 year terms expiring July 2021.

Council Liaison Sally Branson: **Keep Friendswood Beautiful Committee** – Appoint Ashley Mannschreck to fill the unexpired term of Tamara Zurawski who resigned with a term expiring November 2019.

Council Liaison Steve Rockey: **Library Board** – Currently, the Library Board is made up of 7 regular members and 3 alternate members. One regular member recently resigned. The Board has decided that going forward, they would like to have 9 regular members and eliminate the 3 alternate member positions. The current alternate members, JoBeth Brizendine, Benette Rowley and Madeline Short will be converted to regular members with terms expiring July 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Mayor Foreman recommends Council consider approving the appointments to the above committees.

ASSOCIATED COSTS / FUNDING SOURCE

N/A

ATTACHMENTS

Cody Owen Volunteer Application
Tom Hinckley Volunteer Application
Ashley Mannschreck Volunteer Application
JoBeth Brizendine Volunteer Application
Benette Rowley Volunteer Application
Madeline Short Volunteer Application

Note: Attach additional backup information considered necessary
to convey all the facts of the issue to be considered.
Copy- Mayor and Councilmembers, City Manager, City Secretary, all affected departments

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: CODY OWEN HOME PHONE: N/A

HOME ADDRESS: 3001 BRIDLE PATH WORK PHONE: 281 993 2500

EMAIL ADDRESS: cowen@pinnacleconstruction.com CELL PHONE: 713 539-0149

OCCUPATION: GENERAL CONTRACTOR

SPECIAL INTERESTS AND TALENTS: _____

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 03/03/65
SEX: M
FRIENDSWOOD RESIDENT FOR 16 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
DEGREE IN CIVIL ENGINEERING / CONSTRUCTION TECHNOLOGY

Please list any civic or community endeavors in which you have been involved:
BOARD MEMBER FOR FYFA - BRONCOS 11 YEARS
BOARD MEMBER FOR FWLL - BASEBALL 3 YEARS

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

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

Signature of Applicant

06/07/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
FYFA - BRONCOS	DEC. 2007 - JAN 2018
FWLL - BASEBALL	DEC. 2008 - JUN 2011

PERSONAL REFERENCES:

Please list at least two references.

NAME: JOHN SCOTT
ADDRESS:
PHONE: 832 499-7121

NAME: SCOTT MASSEY
ADDRESS:
PHONE: 713 504-5776

2/8/18

CC: M & CC
Aubrey Harbin, CDD
Karen Capps, CMO
James Toney, P & R
Morad Kabiri, CMO

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Thomas R. Hinckley Jr. HOME PHONE: _____

HOME ADDRESS: 607 Linson Lane WORK PHONE: _____

EMAIL ADDRESS: thinck.pm@gmail.com CELL PHONE: 409.356.3690

OCCUPATION: VP of Operations in the field of Project Management

SPECIAL INTERESTS AND TALENTS: Automobiles, construction, restoration and gardening.

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

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

__x__ LONG-TERM PROJECTS
__x__ SHORT-TERM PROJECTS
__x__ DAYTIME (Some)
__x__ EVENING
__x__ SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 09/15/1973
SEX: M
FRIENDSWOOD RESIDENT FOR 5 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have a degree in construction technology and nearly finished a degree in architectural design.
Nearly 20 years of experience in the construction industry including residential, commercial and industrial.
For the past 3 years I have ran a project management staffing company growing it from inception to an expected $6M in revenue this yr.
Plan to start our own company this year with a home office of Friendswood.

Please list any civic or community endeavors in which you have been involved: Nothing formal as of late but I did assist several during and after hurricane Harvey. I was honorably discharged from the IL Army National Guard in Jan. 2002.

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

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

Signature of Applicant

2/8/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Zach Padgett

ADDRESS: 317 Dawn Hill Rd., Friendswood

PHONE: 281.740.7545

NAME: Kam Hasmukh

ADDRESS: 2000 Cardinal Ridge Circle, Friendswood

PHONE: 832.541.5261

CC: M & CC

JAmes Toney, P & R

JUN 2018
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Ashley Mannschreck HOME PHONE: 7134176646

HOME ADDRESS: 1846 Bolivar Point Ln WORK PHONE: 281-877-3327

EMAIL ADDRESS: mann.ashley.15@gmail.com CELL PHONE: 7134176646

OCCUPATION: attorney

SPECIAL INTERESTS AND TALENTS: I like to spend time with my kids, cook, read, & plan parties.

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

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

Please use the space below for additional comments.

Approved 07/10/17 mkw

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

DATE OF BIRTH: 9-15-75
SEX: F
FRIENDSWOOD RESIDENT FOR 3 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? I have been a licensed attorney since 2004. I have worked in construction defect, insurance defense, malpractice defense, personal injury and other areas.

Please list any civic or community endeavors in which you have been involved: I am an active member of the Junior League of Galveston County and in the National Charity League.

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

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

Ashley Mannschen
Signature of Applicant

5/22/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Natasha McAdoo
ADDRESS: 1022 Bollivar Point Lane
PHONE: 832-771-9955

NAME: Tony Hopkins
ADDRESS: 2001 Sparrow Circle
PHONE: 832-452-6553

CC: M & CC
CITY MGR

MAry Perroni, Library

SEP 2017
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: JoBeth Brizendine

HOME PHONE: —

HOME ADDRESS: 304 Terra Nova Ct

WORK PHONE: —

EMAIL ADDRESS: jobethbrizendine@gmail.com

CELL PHONE: 2816391764

OCCUPATION: Education

SPECIAL INTERESTS AND TALENTS: literacy, reading, education,

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

If so, please name the body:

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

✓ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 11-24-1955
SEX: F
FRIENDSWOOD RESIDENT FOR 30 YEARS

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

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

40 years in education - 30 years in FISD
BA & MA in English Ed.D. in Education

Please list any civic or community endeavors in which you have been involved:
Friendswood schools, City elections

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

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

Signature of Applicant: [signature]

Date: Sept 25, 2017

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Reberra Hillenburg
ADDRESS: 2007 Pine
PHONE: 281 - 610 - 5316 rhillenburg@comcast.net

NAME: Ralph & Lynn Hobratschk
ADDRESS: 2422 San Augustine
PHONE: 281 482 1267 (CFISD)

CC: M & CC
CITY MGR

Mary Perroni, Library

OCT 2017
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Benette L Rowley

HOME PHONE: _____

HOME ADDRESS: 11 Whittier Dr.

WORK PHONE: 281 993 5455

EMAIL ADDRESS: benrow@att.net

CELL PHONE: 713 515 6230

OCCUPATION: General Manager @ Dunn Brothers Coffee

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? none

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

✓ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 10/29/1957
SEX: F
FRIENDSWOOD RESIDENT FOR 17 YEARS

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

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

Please list any civic or community endeavors in which you have been involved: President - Friendswood Farmers Market
Vice Chairmen - Friendswood Chamber of Commerce
Boardmember - FDFA
Volunteer - Houston Livestock Show & Rodeo
Lifetime member

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

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

Signature of Applicant: Benette L. Rowley

Date: 10/02/2017

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
N/A	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Jerry Ericsson
ADDRESS:
PHONE: 281) 851-2287

NAME: Carol Marcontel
ADDRESS:
PHONE: 713) 898-3127

Lucy Woltz
713) 824-5659

CC: M & CC
CITY MGR

Mary Perroni, Libra
Janmes Toney, P & R

OCT 2017
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MADELINE SHORT HOME PHONE: 210-872-0134

HOME ADDRESS: 1963 Rolling Stone Dr. WORK PHONE: "

EMAIL ADDRESS: Madeline.l.short@gmail.com CELL PHONE: "

OCCUPATION: COO, health care compliance & engagement Wilems Resource Group, LLC

SPECIAL INTERESTS AND TALENTS: Library programs, public speaking, event coordination

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

If so, please name the body: N/A

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
__2__ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

__✓__ LONG-TERM PROJECTS
__✓__ SHORT-TERM PROJECTS
__✓__ DAYTIME
__✓__ EVENING
__✓__ SUMMER

RECREATION

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

EDUCATION

__1__ LIBRARY BOARD
__2__ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

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

Please use the space below for additional comments.

I am most interested in working with the Library to increase engagement and participation from the community. My husband, daughter, and I have very much enjoyed toddler time and the other kids programming. I believe I can greatly contribute to the Library's mission.

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

DATE OF BIRTH: May 11, 1986
SEX: F
FRIENDSWOOD RESIDENT FOR 5 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? N

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I hold a BA (Public Speaking) and MA (Health Comm) from Texas A&M. I have extensive experience in Marketing and Operations. I taught Public Speaking for a few years at Texas A&M.

Please list any civic or community endeavors in which you have been involved: Member of Friendswood MOPS, volunteer for Hurricane Harvey relief

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

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

Signature of Applicant: [signature]

Date: 9/28/17

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kimberly Wilems Busenbark
ADDRESS: 3606 Knight Mills Dr., Valdosta, GA 31602
PHONE: 713-829-0882

NAME: Julia Bridges
ADDRESS: Stoney Lake Dr., Friendswood, TX 77546
PHONE: 979-541-7912

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: August 6, 2018

Date Submitted: August 2, 2018 Dept. Clearances: Patrick Donart

Prepared by: Rene' Ibarra

Subject: Lift Station 23 – Revised LAN Engineering Contract Proposal

Originating Department: Public Works City Attorney Review: Yes

Proceeding: D&PA

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: $289,500 Amount Budgeted: $158,800

Appropriation Required: $130,700 Source of Funds: Waterworks & Sewer System Bonds, Series 2016

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Lift Station #23 is the second largest lift station in the City and serves the sanitary sewer needs for the southern portion of the City. The lift station was rebuilt and placed into operation in 1994. The service area for the lift station has substantially expanded in the past 20 years. Over the past few years the station has and continues to deteriorate at an accelerated rate. Repair efforts are ongoing; however, the station overall has reached a state beyond repair with limited revised exclusion of the wet well.

As you may recall, City staff had initially brought the original proposal before City Council and Mayor back on February 1, 2016. The initial design efforts were to include a standardized wet well replacement effort. In the following months following councils original approval, and during initial design evaluation of the existing lift station and the current existing 20-inch (approx. 1.5 mile) force main flows from Lift Station #23 (connected directly to the Blackhawk Wastewater Treatment Plant), it was unfortunately found / identified through a model that the current flows through the current force main would not meet current updated TCEQ Chapter 217.67 requirements for the proposed complete replacement of the lift station.

In order to meet the required flows, it would be required to reduce the size of the current force main to a 12-inch which was not included in the original scope of the proposed project. Through more follow up detail evaluation and review by both City staff and LAN, and follow up coordination with TCEQ, it was fortunately found the City could be grandfathered with the original TCEQ 1994 installation requirements via solely based if we utilized the original wet well. In an effort to capitalize on this opportunity and proposed cost effectiveness, and to confirm there would not be an impact on the ultimate quality and operational integrity of the new proposed improved lift station, City staff coordinated with LAN in contracting with a qualified professional group (CTL Group) to assess the overall integrity of the existing wet well. Following their recent detailed investigation / condition assessment of the wet well earlier this year, and referencing their formal report, City staff is prepared to move forward with the design efforts for replacement of Lift Station #23. The revised design efforts will now include use of the existing wet well based on CTL Group's recommendations within the formal report.

Attached for your consideration / approval is a revised professional services agreement for design services in the additional amount of $130,700. The proposed contract is with Lockwood, Andrews, & Newnam, Inc. (LAN) to develop final revised engineering design plans for the replacement effort. Staff continues to be pleased with LAN's continued guidance and efforts, and is recommending LAN to be approved to complete revised design of the revised replacement of Lift Station #23.

*The total projected costs for this project is $1,650,000. Funding for this project is included in the proposed Waterworks and Sewer System Bonds, Series 2016. The sale of the bonds was February 1, 2016. Funds for this design are part of this bond issue.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A new lift station will improve the sanitary sewer needs for the southern part of the City.

RECOMMENDATIONS

Staff recommends Council approve a contract with LAN for engineering design services to replace Lift Station #23, authorizing the appropriation of funds and authorizing the Mayor to execute the contract.

ATTACHMENTS

LAN Engineering Group Revised Professional Services Agreement Proposal
CTL Groups Condition Assessment Report of Lift Station 23 Wet Well

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

May 15, 2018

Mr. Patrick Donart, P .E.
City of Friendswood
1306 Deepwood
Friendswood, TX 77546

Reference: Engineering Service Proposal
List Station #23
City of Friendswood, Texas

Dear Patrick,

Lockwood, Andrews & Newnam, Inc. (LAN) developed this revised engineering services proposal for the Lift Station #23 replacement, which includes reusing the existing wet well. The proposal is for the design, bid and construction phase services to replace the existing lift station facilities, except the wet well that will be rehabilitated.

LAN will prepare detailed drawings, specifications, construction cost information, and assist the City in securing bids to construct the Project. The project will not require property acquisition; therefore, no metes and bounds and exhibits are included in this proposal for property acquisition. LAN will complete the design phase in approximately six months. LAN will assist the City during Construction Phase Services to obtain a completed project in accordance with the purpose and intent of the Construction Documents.

LAN proposes to complete the project based on the following costs:

Project Tasks	**Additional Fee**
Initial Project Engineering	$35,990
Design/Bid/CPS/PM Services	$85,710
Sub-total	$121,700
Additional Services	$9,000
Total	$130,700

The proposed additional project fee is $130,700. The initial project engineering task includes but is not limited to services associated with the Design Alternatives Letter Report, Existing Wet Well Functionality Evaluation and the Wet Well Evaluation Procurement Package. Attached are revised detailed scope of work and level of effort estimate for the additional engineering services. We appreciate the opportunity to provide this revised proposal based on the City's chosen project option and look forward to working with you on this project. If you have any questions or require additional information, please contact me directly at (713) 821-0476 or at WESchlafer@lan-inc.com.

Sincerely,

William E. (Bill) Schlafer, P.E.
Project Manager

Attachments

Attachment A

Scope of Work
For
Lift Station #23 Replacement Project
Preliminary Design, Final Design, Bidding, and Limited Construction Services

May 15, 2018

This scope of work outlines the professional engineering tasks to be performed by **Lockwood, Andrews, & Newnam, Inc. (Engineer)**, in association with the preliminary design, final design, bidding, and limited construction services, necessary to facilitate the replacement of the **City of Friendswood's (Owner)** existing Lift Station No. 23 (LS #23).

BASIC SERVICES TASKS

Initial Project Evaluation:

Engineer's initial project evaluation efforts shall include the following activities and is based on the assumptions as stated, where applicable:

A. Perform an evaluation of the existing facilities including average and peak flows, increased capacity requirements, and potential equipment improvements.

B. Perform hydraulic calculations for the lift station and force main for flow all the way to the wastewater treatment plant.

C. Evaluate alternatives that comply with TCEQ Chapter 217 criteria, as required, to confirm feasibility of each option and/or to define required parameters.

D. Evaluate the City selected project option that is a combination of the following:
   - Design a new 0.8 MGD (ADF) lift station adjacent to the existing lift station.
   - Slipline the existing 20-inch force main with a 12-inch force
   - Open cut a 12-inch force main (slipline or open cut locations to be decided on cost-effectiveness.

E. Verify that all project elements comply with TCEQ Chapter 217 criteria.

F. Prepare and submit Letter Report that includes:
   - Project overview and background
   - Summary of lift station evaluation; include project challenges directly related to TCEQ Chapter 217 requirements
   - Design alternatives
   - Planning level alternative opinions of probable construction costs
   - Recommendations

G. Attend client review meeting to discuss letter report and design alternatives.

H. Identify and coordinate options for existing lift station bypassing, cleaning, and evaluation of existing wet well for reuse in the proposed lift station project.

I. Prepare and Submit Letter Report for Wet Well Evaluation Procurement

J. Review and evaluate report provided by CTL Group for reuse of existing wet well.

Preliminary Design Services:

Based on the City's selected option of constructing a new lift station on the existing LS #23 site while utilizing the existing wet well and 20-inch force main, Engineer's preliminary design efforts shall include the following activities and is based on the assumptions as stated, where applicable:

A. Perform preliminary engineering design calculations.

B. Prepare an initial basis of design and identify lift station equipment.

C. Prepare applicable preliminary construction drawings.

D. Prepare applicable technical specifications table of contents.

E. Prepare a preliminary opinion of probable construction cost.

F. Prepare Preliminary Design, 30% submittal that includes (also one electronic copy):
   - preliminary construction drawings (three half-size [11" x 17"] paper copies)
   - technical specification table of contents (three paper copies)
   - preliminary opinion of probable construction cost (there paper copies)

G. Conduct Quality Control (QC) of Preliminary Design, 30% submittal prior to submission.

H. Submit Preliminary Design, 30% submittal to Owner.

I. Meet with Owner following completion of Preliminary Design, 30% submittal review to discuss Owner comments and discuss/resolve any outstanding questions/issues.

J. Verify client comments and incorporate as appropriate into the design package.

Final Design Services:

Engineer's final design efforts shall include the following activities and is based on the assumptions as stated, where applicable:

A. Complete detailed engineering design, including, but not limited to, tasks associated with the following disciplines:
   - General
     - Site visit to install odor logger
     - Evaluate/set site layout
     - Investigate bypass pumping options
   - Civil
     - Design site grading to drain toward street
     - Coordinate with TrueGrid (or equals) for site paving
   - Process/Mechanical
     - Identify LS#23 Flows
     - Calculate existing LS#23volume
     - Calculate wet well active volume
     - Identify pump submergence
     - Calculate existing force main volume
     - Identify flushes per hour/day
     - Create system curve
     - Identify pump criteria
     - Select jockey pumps

        - Select peak flow pumps
        - Coordinate with vendors to size/specify odor control
        - Size/select pump hoist
        - Evaluate wet well coating alternatives
    - Structural
        - Evaluate CTL Group report
        - Design remediation for deteriorated reinforcement
        - Design midway beam supports
        - Identify ShotCrete repair thickness
        - Design LS#23 lid including 2-feet of vertical walls
        - Design header pipe supports
        - Design header apron
        - Design Prefabricated MCC Building pad
        - Design generator pad
        - Design bridge crane foundation
    - Electrical
        - Perform site visit
        - Perform utility coordination
        - Design LS#23 controls
        - Design equipment power and back-up generator operation
        - Size VFDs
        - Design automatic transfer switch
    - Instrumentation and Control Components
        - Select level controller
        - Select floats
        - Select pressure gauges
        - Select flow monitor
        - Select PH meter

B. Prepare applicable construction drawings, including drawings, sections and details, for all design disciplines using electronic (CAD) software.

C. Prepare applicable technical specifications (Divisions 1 - 16) and technical data sheets (Division 11 only) using LAN-standard technical specification documents for all design disciplines (assumes competitive bidding of process components, no single vendor packaging).

D. Prepare contract documents (Division 0, including Bid Form) using Owner-provided standard contract documentation.

E. Prepare opinion of probable construction cost for all design disciplines.

F. Conduct QC review of all interim design submittal documentation (60% and 90%) prior to submission to Owner.

G. Submit interim design documentation, identified below, for Owner review and comment at the following milestones (also one electronic copy):
    - 60% - preliminary technical specifications, additionally developed construction drawings for all design disciplines, preliminary opinion of probable construction cost (provide three copies of specifications, three half-size [11” x 17”] copies of drawings and three copies of the OPCC).
    - 90% - complete technical specifications, preliminary contract documents and bid form, complete construction drawings for all design disciplines, detailed OPCC (provide three copies of specifications, three half-size [11” x 17”] copies of drawings and three copies of the OPCC).

H. Attend design review meetings with Owner following Owner review of interim design submittal (60% and 90%) documentation.

I. Revise design deliverables, as necessary, in response to Owner comments received and documented during each interim design review meeting (60% and 90%).

J. Prepare and submit final (100%) signed/sealed "Issued for Bid" construction drawings, after incorporating all applicable 90% design submittal Owner and QC review comments, to facilitate project advertisement and bidding.

Bidding Services:

Engineer's bid support efforts shall include the following activities and is based on the assumptions as stated, where applicable:

- Produce electronic (PDF) "Issued for Bid" construction documents (single file) to facilitate Owner solicitation of bids for construction of the LS #23 Replacement Project (assume that Owner will be responsible for project advertisement, all hard copy drawings and specifications, "Issued for Bid" document distribution to prospective bidders and/or other plan holders, including plan rooms, and for maintaining current plan holder list).
- Attend and participate in pre-bid meeting with Owner and prospective bidders (assume Owner will be responsible for documenting and distributing pre-bid meeting attendance list to all plan holders).
- Review questions submitted by prospective bidders and develop addenda documentation, including responses, clarifications and/or modifications to the construction drawings and/or technical specifications, as deemed necessary to address questions, prior to question submittal deadline (assume preparation of one major addenda document (i.e., that involves drawing or specification changes; assumes Owner will be responsible for distribution of all addenda documentation in electronic (PDF) format to all plan holders).
- Attend bid opening.
- Review bids, prepare bid tabulation, evaluate the qualifications of the apparent successful bidder, and provide formalized award recommendation letter to Owner.

Limited Construction Services:

Engineer's limited construction efforts shall include the following activities and is based on the assumptions as stated, where applicable:

- Prepare conformed "Issued for Construction" documents that incorporate all addenda and executed contract documents, and submit to successful general contractor (one full-size set of construction drawings, one specification book and one electronic copy of each).
- Participate in a pre-construction meeting with Owner and the general contractor.
- Review general contractor submittals for compliance and conformance with the contract documents. Maintain submittal log, including current record of the submittals delivered and the status of the review of those submittals.
- Review general contractor requests for information (RFI). Examine and evaluate the RFI issue(s) and prepare a response that provides contract document interpretation. Inform Owner of RFI, the Engineer's response and recommended general contractor action, if applicable. Maintain RFI log, including current record of the RFIs received and the status of the response to those RFI.
- Review general contractor change order requests (assume review of a maximum of three change orders). Examine and evaluate the proposed change order item(s) and costs and prepare a

response that provides contract document interpretation and comments on the cost items. Inform Owner of change order request, Engineer's proposed response, including recommended change order acceptance or rejection (assumes Owner is responsible for formally processing all accepted change orders). Maintain change order log, including current record of change orders received, their status and cost of all accepted change orders.

- Review monthly general contractor payment applications following review by Owner's designated onsite representative responsible for day-to-day construction observation (assume review of a maximum of eight applications for payment). Provide comments, if applicable, and/or recommendation of payment by Owner for items completed (assume Owner will be responsible for formally processing all approved applications for payment).
- Attend monthly construction progress meetings.
- Assist Owner plant operations staff in startup of new facility (assumes attendance by one Engineer representative during first day of operation).
- Attend substantial completion walk-through with Owner and general contractor.
- Prepare comprehensive action items punch list based on issues identified during the substantial completion walk-through to be completed by the general contractor. Distribute PDF punch list to Owner, Owner's designated onsite representative and general contractor.
- Attend final completion walk-through and verify all punch list items have been addressed by construction contractor (assumes attendance by maximum of two Engineer representatives).
- Confirm all items required by the contract as a condition of final payment issuance, including operation and maintenance manuals and as-built drawing markups, have been provided by general contractor. Recommend final payment processing by Owner.
- Prepare as-built construction drawings using electronic redline drawings provided by the general contractor on a monthly basis. Submit as-built drawings to Owner (provide one full-size drawing set and electronic (PDF) file of all drawings).

RECOMMENDED ADDITIONAL SERVICES TASKS

Topographic Surveying:

Engineer proposes to contract with a qualified sub-consultant to perform the professional surveying services necessary to facilitate the design of the proposed LS #23 project. Anticipated information to be collected includes existing ground elevations, existing structure elevations, existing utility location etc.

Note: Fee proposal value represents estimated allowance for completion of surveying services; actual fee will be negotiated and performed on a time and materials basis.

Geotechnical Site Investigation:

Engineer will contract with a qualified sub-consultant to perform geotechnical site investigation services necessary to facilitate the proposed LS #23 project. Collected information will include boring information in the vicinity of the major structure. A geotechnical report will be prepared that includes a description of existing soil conditions, as well as recommendations related to any proposed paving, structural and/or infrastructure modifications.

Note: Fee proposal value represents estimated allowance for completion of geotechnical services; actual fee will be negotiated and performed on a time and materials basis.

ITEMS <u>NOT</u> INCLUDED IN SCOPE OF SERVICES

Engineer shall consider the following items to be outside of the scope of work for the basic services tasks, as outlined herein, to be performed by the Engineer in conjunction with the completion of LS #23. Engineer's completion of all or a portion of the services outlined below shall require detailed scope development, the provision of additional fee, and formal, written authorization by the Owner.

- Environmental (Phase I) and/or archeological site investigation and/or permitting
- Remediation of any hazardous materials uncovered on the site
- Services for other agency or local permits not identified above (i.e., TxDOT, railroad, Americans with Disabilities Act (ADA), building permits, etc.)
- Payment of any application or permitting fees
- Field surveys for platting, boundary surveys, construction staking, etc.
- Subsurface Utility Engineering (SUE)
- Hydrologic and/or floodplain studies related to the site
- Offsite utilities or infrastructure design
- Architectural design
- Performance of materials testing or specialty testing services
- Systems Integration/Programming
- Services related to development of Owner's project financing and/or budget
- Services related to disputes over pre-qualification, bid protests, bid rejection, and re-bidding of the contract for construction
- Services necessary due to the default of the general contactor
- Services related to warranty claims, enforcement and inspection after final completion
- Services related to any significant deviations and/or additions to anticipated detailed design scope.

(End Scope of Services)

City of Friendswood
Lift Station#23 and Force Main Project
Manhour Breakdown Fee Estimate

May 2018

Task No.	Basic Services Task Description	Total Hours	Project Manager	Senior Engineer (Process)	Staff Engineer (Process)	Senior Engineer (Structural)	Staff Engineer (Structural)	Senior Engineer (Electrical)	Staff Engineer (Electrical)	Designer / Drafter	Admin Assistant	Total Cost
Task 1.0 - Initial Project Evaluation		**228**	**25**	**41**	**150**	**0**	**4**	**0**	**4**	**0**	**4**	**$ 35,990**
1.1	Task Kick-off Meeting with Owner	12	4	4	4							$ 2,340
1.2	Existing Facilities Evaluation	50	2	8	32		4		4			$ 7,630
1.3	Hydraulic Calculations	50	2	8	40							$ 7,360
1.4	Prepare & Submit Letter Report	48	4	8	32						4	$ 7,380
1.5	Attend Client Review Meeting	12	4	4	4							$ 2,340
1.6	Support Existing Wet Well Evaluation	12	2	2	8							$ 1,930
1.7	Prepare & Submit Wet Well Evaluation Procurement Letter Report	28	2	2	24							$ 3,960
1.8	Review CTL Group Wet Well Evaluation Report	4	1	1	2							$ 710
1.9	Attend Client Review Meeting	12	4	4	4							$ 2,340
Task 2.0 - Preliminary Design Services		**133**	**5**	**19**	**26**	**9**	**17**	**11**	**19**	**26**	**1**	**$ 23,200**
2.1	Evaluate City Recommended Design Alternative	0										$ -
2.2	Preliminary Engineering Design	20		4	4	2	4	2	4			$ 3,660
2.3	Preliminary Hydraulic Calculations	6		2	4							$ 970
2.4	Initial Basis of Design & Equipment Selection	15	1	2	4		2	2	4			$ 2,690
2.5	Prepare Applicable Construction Drawings	56		4	4	4	8	4	8	24		$ 9,260
2.6	Prepare Applicable Technical Specifications Table of Contents	3			1		1		1			$ 450
2.7	Prepare Preliminary Opinion of Probable Construction Cost	10	1	1	2	1	2	1	2			$ 1,830
2.8	Conduct Internal Quality Control (QC) Review	7		2		2		2			1	$ 1,560
2.9	Submit Preliminary Design Package	6	1	1	2					2		$ 990
2.10	Attend Preliminary Design Review Meeting with Owner	3	1	1	1							$ 590
2.11	Verify Client Comments Incorporated in Design Package	7	1	2	4							$ 1,200
Task 3.0 - Final Design Services		**215**	**10**	**25**	**44**	**12**	**22**	**18**	**28**	**52**	**4**	**$ 36,830**
3.1	Detailed Engineering Design	48		8	16	4	8	4	8			$ 8,340
3.2	Final Hydraulic Calculations	3		1	2							$ 490
3.3	Complete Basis of Design & Equipment Selection	13	1	2	4			2	4			$ 2,400
3.4	Prepare Applicable Construction Drawings	66		2	4	2	4	2	4	48		$ 9,930
3.6	Prepare Applicable Technical Specifications	22		2	8		4	2	4		2	$ 3,550
3.7	Prepare Contract Documents	10	4		2				2		2	$ 1,810
3.8	Prepare Opinion of Probable Construction Cost	24	2	4	4	2	4	4	4			$ 4,620
3.9	Conduct Internal Quality Control (QC) Review (60% & 90%)	12		4		4		4				$ 2,830
3.10	Attend Design Review Meetings with Owner (60% & 90%)	6	2	2	2							$ 1,170
3.11	Prepare & Submit Signed/Sealed “Issued for Bid” Documents	11	1		2		2		2	4		$ 1,690
Task 4.0 - Bid Phase Services		**34**	**6**	**1**	**6**	**0**	**4**	**0**	**6**	**8**	**3**	**$ 5,570**
4.1	Produce “Issued for Bid” Construction Documents	18	1		2		2		4	8	1	$ 2,750
4.2	Attend and Participate in Pre-Bid Meeting with Owner	2	1	1								$ 460
4.3	Develop and Distribute Addenda Documentation	9	2		2		2		2		1	$ 1,500
4.4	Attend Bid Opening	1	1									$ 230
4.5	Review Bids, Prep Bid Tab and Prep Recommendation Letter	4	1		2						1	$ 630

City of Friendswood
Lift Station#23 and Force Main Project
Manhour Breakdown Fee Estimate

May 2018

Task No.	Basic Services Task Description	Total Hours	Project Manager	Senior Engineer (Process)	Staff Engineer (Process)	Senior Engineer (Structural)	Staff Engineer (Structural)	Senior Engineer (Electrical)	Staff Engineer (Electrical)	Designer / Drafter	Admin Assistant	Total Cost
Task 5.0 - Limited Construction Services		**92**	**14**	**13**	**18**	**3**	**6**	**6**	**10**	**20**	**2**	**$ 16,400**
5.1	Prepare Conformed "Issued for Construction" Documents	9	1		4					4		$ 1,300
5.2	Attend and Participate in Pre-Construction Meeting with Owner	4	2	2								$ 920
5.3	Review and Respond to Contractor Submittals	17	2	2	4	1	2	2	4			$ 3,150
5.4	Review and Respond to Contractor RFIs	20	2	2	4	2	4	2	4			$ 3,660
5.5	Review Change Order Requests & Provide Input to Owner	10	2	2	2			2	2			$ 2,020
5.6	Attend Substantial Completion Walk-Through	4	2	2								$ 920
5.7	Prepare Comprehensive Punch List	4	1	1							2	$ 760
5.8	Attend Final Completion Walk-Through	4	2	2								$ 920
5.9	Prepare Construction As-Built Drawings	20			4					16		$ 2,750
Task 6.0 - Project Management Services		**17**	**15**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 3,710**
6.1	Develop Work Plan, Budget and Schedule to Facilitate Production	3	1		2							$ 490
6.2	Provide Owner with Monthly Project Status Reports	2	2									$ 460
6.3	Schedule, Prep Agendas, Prep/Distribute Summaries for Meetings	4	4									$ 920
6.4	Document Review Comments Received from Owner	4	4									$ 920
6.5	Perform Checks to Confirm Response to all Owner Comments	2	2									$ 460
6.6	Prepare and Submit Monthly Invoices	2	2									$ 460
											Basic Services Total	**$ 121,700**

Additional Services		
	Topographic Survey	$ 5,682
	Geotechnical Report	$ 2,500
Subcontractor	Mark-up	$ 818
Additional Services Total		**$ 9,000**
	Project Total	**$ 130,700**

March 28, 2018

Mr. George L. Cherepes
City of Friendswood
1306 Deepwood
Friendswood, Texas 77546

via email: gcherepes@ci.friendswood.tx.us

Condition Assessment of Lift Station #23
Friendswood, Texas
CTLGroup Project No. 263251

Dear Mr. Cherepes:

In accordance with our professional services contract agreement with the City of Friendswood dated January 31, 2018, CTLGroup performed a condition assessment of the Friendswood Lift Station #23 (LS 23) located in Friendswood, Texas. This report summarizes our assessment, laboratory results and recommendations.

BACKGROUND AND SCOPE OF WORK

It is our understanding that the City of Friendswood intends to refurbish and reuse the reinforced concrete wet well and lift station structure which was reported to be 25 years old and processes wastewater. Lockwood, Andrews & Newman, Inc. (LAN) requested that CTLGroup assist with the assessment of the structure. CTLGroup's condition assessment of the structure consisted of the following scope of work:

- Review of available project documents;
- Visual examination and acoustic hammer sounding;
- Photographic documentation;
- Location and measurement of embedded wall steel reinforcement spacing and cover in representative areas using ground penetrating radar (GPR);
- Extraction of concrete core samples from representative areas for subsequent laboratory examination and testing.

Laboratory testing consisted of compressive strength testing in accordance with ASTM C42[1] and ASTM C39,[2] acid-soluble chloride testing in general accordance with ASTM C1152,[3] and petrographic examination in general accordance with ASTM C856[4].

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[1] ASTM C42 "Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete"
[2] ASTM C39 "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens"
[3] ASTM C1152 "Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete"
[4] ASTM C856 "Standard Practice for Petrographic Examination of Hardened Concrete"

DOCUMENT REVIEW

The construction documents for the South Friendswood Lift Station, dated October 1992, contained the following information pertinent to our assessment:

- All concrete shall be 4,000 psi

- The minimum concrete cover for reinforcement shall be:
    - 3 in. for concrete cast against and permanently exposed to earth
    - 1½ in. for #5 bar and smaller in concrete exposed to earth or weather
    - 2 in. for #6 through #18 bars in concrete exposed to earth or weather
    - ¾ in. for #11 bar and smaller in slabs, walls and joists
    - 1½ in. for #14 and #18 bars in slabs, walls and joists
    - 1½ in. for primary reinforcement, ties, stirrups, and spirals in beams and columns

- The North and South (long walls) are 18 in. thick at the base of the wall; general reinforcement details in the examination area consisted of #5 vertical bars at 11 in. on center each face and #5 horizontal bars at 12 in. on center each face.

- The East and West (short walls) are 12 in. thick and reinforcement generally consists of #4 vertical bars at 12 in. on center each face and #7 horizontal bars at 6 in. on center each face.

- Ten (10) beams are constructed in the wet well. The beams span north-south and appear to brace the long walls of the wet well at approximately mid-height and at the top wall edge. The beams are 12 in. deep (exclusive of a 3¾ in. tall pyramid shaped topping of 2000 psi concrete on some beam topsides) and 9 in. wide. The beams are designed with (2) #5 longitudinal bars at the top and bottom, #3 ties at 12 in. on center, and (2) #5 hooked continuity bars at the top and bottom of each beam end.

- The wet well base slab is 36 in. thick and consists of #5 bars at 12 in. on center each way.

- The influent pipe entering the wet well measure 36 in. in diameter

- The influent pipe deflector is a 5 foot long by 3 foot wide ¼ in. thick hot-dipped galvanized steel plate welded to 2½ in. diameter steel pipe anchored into the concrete walls

CONDITION ASSESSMENT

CTLGroup's condition assessment was conducted by Michael Bonner of CTLGroup on February 14, 2018. Access to the wet well was provided by Hassell Construction and concrete coring services provided by Core-Ect via Terracon. Photographs referenced in this section are

presented in Appendix A and drawings depicting survey results and sample locations in Appendix B.

1. Areas of wall concrete below the approximate level of the mid-height bracing beam soffits appeared undamaged. This area corresponded to the apparent average water level in the wet well where concrete would normally remain fully submerged. A wall coating had been applied on these wall surfaces.

2. Interior wall and bracing beam surfaces above the approximate elevation of the mid-height bracing beams (see drawing sheets 1 and 2, Appendix B) exhibited severe concrete deterioration; concrete paste was eroded and embedded coarse aggregates were partially exposed (Photos 1 - 6). The wet well soffit concrete and top edge brace beams were similarly deteriorated.

3. There was no evidence of mid-height brace beam deflection or displacement.

4. Localized concrete deterioration on the south wall near the influent pipe extended up to four inches past the plane of the original interior wall surfaces. Reinforcing steel in this deteriorated area near the influent pipe was exposed, corroded, and the steel appeared soft and malleable (Photo 7).

5. The depth of wall deterioration generally extended between approximately ¼ and two inches past the plane of the original interior concrete surfaces. Deterioration depth and severity decreased with distance from the effluent pipe, and beams and walls furthest to the east (closest to the influent pipe) were most affected (Photos 8 to 9) with damage up to approximately four inches deep.

6. The influent pipe deflector plate was heavily deteriorated with portions of the plate disintegrated and nearly completely missing (Photo 10).

7. Topside concrete paste around an air vent pipe penetration that services the well was deteriorated similar to the interior beams and walls (Photo 11).

8. There was no evidence of wet well roof or top edge beam deflection or displacement.

9. No near surface concrete delaminations were detected by acoustic hammer sounding at accessible locations.

10. Ponded water was present on the surface of the base slab.

Accessible interior wall surfaces of the wet well were scanned using GPR to measure embedded steel reinforcement spacing, approximate concrete cover over reinforcement and to locate core samples. The GPR equipment requires smooth and dry surfaces for proper operation, and wet or heavily deteriorated areas including the beams, parts of the walls and the base slab could not be scanned because of these conditions. Table 1 summarizes representative measurements of reinforcing cover and spacing.

Table 1: GPR Survey Results

Location	Reinforcement Orientation	Average Cover[5] (in.)	Design Cover[6] (in.)	Average Spacing (in.)	Design Spacing (in.)
South Wall	Vertical	3.5	3	11.4	11
	Horizontal	4.4		12.8	12
East Wall	Vertical	3.4		11.6	12
	Horizontal	2.6		6.0	6
West Wall	Vertical	3.5		12.0	12
	Horizontal	2.5		5.9	6
North Wall	Vertical	2.9		10.8	11
	Horizontal	3.8		10.5	12

LABORATORY TESTING

Representative concrete core samples were extracted for laboratory examination and testing. A total of five (5) samples (Cores C-1 through C-5) were obtained from accessible areas of the wet well at locations shown in Appendix B. The samples were selected to characterize a range of conditions at various elevations in the wet well. The base slab could not be cored due to the presence of standing water which prevented the use of GPR to locate reinforcing steel. Laboratory examination photographs are presented in Appendix A, Photos 12 to 27. Results of the compressive testing, acid soluble chloride ion testing, and petrographic examination are summarized as follows.

Core C-1 was selected for compressive strength testing to verify the in-place strength and general consistency of the concrete. The compressive strength of the sample was determined to be 5,480 psi, which exceeded the minimum specified 4,000 psi. The full test report data sheet is presented in Appendix C.

The acid-soluble chloride test measures the level of chloride contamination in the concrete matrix. In the presence of moisture, elevated chloride levels normally cause a breakdown of the passivating film layer around embedded reinforcing bars and initiate corrosion. The full test report data sheet is presented in Appendix D. A total of two (2) chloride samples were tested; one from Core C-2 and the other from Core C-5. Chloride samples were extracted at an approximate three inch depth, which corresponds to the design concrete cover thickness. Chloride levels in Core C-2 measured 0.011% by weight and 0.024% in Core C-5. A generally recognized threshold for chloride ion concentration needed to support corrosion of reinforcing steel in concrete is 0.03% by weight of sample.

---

[5] Relative to original formed interior face of concrete
[6] Expected 3 inch - permanently exposed to moisture

Full petrographic examinations were performed on Cores C-2 and C-5. Petrography is used to characterize the general concrete quality and evaluate presence of deleterious chemical reactions. The full petrographic examination report is presented in Appendix E. The key findings from the petrographic examinations are as follows.

- The near-outer surface region of both cores has experienced sulfate attack resulting in spalling, paste disintegration, paste softening, and chemical alteration of the paste.
- The deterioration in Core C-2, which represents areas with moderate levels of visible damage, extends to a depth of approximately 0.3 in. beyond the deteriorated surface of the core (an estimated 1¼ in. beyond the original formed concrete surface).
- The deterioration in Core C-5, which represents areas with high levels of visible damage, extends to a depth of approximately 2 in. beyond the core surface (which contained some of the original concrete surface).
- The concrete quality in both samples beyond these depths is determined to be of good quality and in very good condition.

DISCUSSION

Concrete cover and spacing were in general conformance with the construction drawings or within industry standard tolerances for concrete construction[7]. Testing indicates that the interior concrete surfaces of the wet well structure, particularly those above the apparent historical average water line where concrete is normally fully submerged, are experiencing sulfate attack resulting in deterioration of the hardened concrete paste. Sulfate attack is a chemical deterioration mechanism where a soluble sulfate, most commonly sodium, calcium, and to a lesser extent magnesium react chemically with lime and calcium aluminate hydrate in the hydrated cement compounds to form gypsum and ettringite. These secondary compounds occupy a larger volume than the original constituents causing expansive pressure, concrete spalling, and paste disintegration.

The most severe paste deterioration was represented by Core C-5, and extended approximately 1½ in. beyond the original formed surface. The depth of sulfate attack deterioration extended an additional ¼ in. beyond the spalled and finished surfaces of Core C-5. Thus, the total maximum affected depth of affected concrete would be expected to extend to approximately two inches past the original formed surface. Localized paste disintegration extended up to approximately four inches beyond the original formed interior concrete surface below the water line near the influent pipe. This particular location also exhibited exposed and corroded steel reinforcing, likely attributable to turbulent water flow from the inlet pipe.

The condition of the beams is visually similar to the surrounding walls, however, due to their size and deterioration levels, sampling was not practical. The depth of beam paste deterioration

[7] Specification for Tolerances for Concrete Construction and Materials (ACI 117)

and condition of the embedded steel reinforcement in the beams could not be confirmed, but is likely to be similar to the level of deterioration observed in Cores C-2 and C-5.

The concrete below the water line of the wet well was free of cracks, spalls, delaminations and other apparent signs of deterioration. Testing and petrographic analysis indicates that concrete quality beyond approximately two inches from the original formed interior surface is of good quality and in good condition; strengths were in excess of the specified 4,000 psi and chloride levels remained generally below the commonly recognized corrosion threshold.

RECOMMENDATIONS

Continued sulfate attack and hardened paste degradation is expected to continue with continued use of the wet well. Over time, this deterioration would be expected to further reduce the effective concrete cover, increase the rate of chloride ingress, breakdown the steel to concrete bond, and lead to widespread reinforcement corrosion. CTLGroup recommends the following relative to anticipated continued use of the wet well structure.

1. Engage a licensed Texas PE familiar with shoring to design a temporary bracing system to supplement the deteriorated beams. In concept, the shoring would be installed horizontally and adjacent to the existing mid-height and top edge brace beams while still allowing work access as previously indicated in an email dated February 14, 2018.

2. Confirm that reinforcement corrosion is localized to areas around the influent pipe. CTLGroup recommends removal of concrete cover (inspection openings) at representative areas including the walls, mid-height brace beams, and top edge brace beams to confirm the expected generally undamaged condition of the embedded reinforcement.

3. Engage a licensed Texas PE to design a repair scheme to remove and replace wall, beam, and soffit concrete cover. A conceptual repair would include the following.

    - Remove deteriorated and contaminated cover concrete over walls, beams, and soffits above the historical average water line to sound, uncontaminated concrete. Ideally, cover concrete would be removed to the interior face of reinforcement.

    - Clean and prepare surfaces according to recommendations in the *ACI Concrete Repair Manual or International Concrete Repair Institute.*

    - Restore wall and soffit concrete cover using shotcrete or other means over corrosion resistant mesh, incorporating cements into the mix design that are formulated to be more resistant to sulfate environments (e.g., ASTM C150 Type II, ASTM C150 Type V). Consider the installation of composite form and pour jacket repairs at brace beams as necessary.

4. Engage a licensed Texas PE to design localized wall repairs at heavily deteriorated areas around the influent pipe. A conceptual repair would include the following.

- Locally remove deteriorated wall areas to sound concrete or minimum ¾ in. beyond the interior face of wall reinforcing steel.

- Form and pour concrete repairs incorporating cement into the mix design that are formulated to be more resistant to sulfate environments (e.g. ASTM C150 Type II, ASTM C150 Type V).

We appreciate the opportunity to provide specialized assessment and testing services for the City of Friendswood, Texas. If you have any questions or need additional assistance, please call.

Sincerely,

David P. Drengenberg, P.E.
Senior Engineer

COA # F-3849

ddrengenberg@CTLGroup.com
Phone: (847) 972-3064

STATE OF TEXAS
DAVID DRENGENBERG
112624
LICENSED
PROFESSIONAL ENGINEER

EXP. 09/18

Attachments: Appendix A: Photographs
Appendix B: Drawing Sheets 1 and 2
Appendix C: Compression Test Results
Appendix D: Chloride Test Results
Appendix E: Petrographic Report

cc: C. Olson
M. Bonner

APPENDIX A

Photographs

Photo 1. West wall above the mid-height brace beams

Photo 2. West wall and wet well soffit above the mid-height brace beams

Photo 3. Deterioration on east wall above mid-height brace beams

Photo 4. West wall deterioration

Photo 5. Typical mid-height brace beams and north wall

Photo 6. North wall under roof beams

Photo 7. Corroded reinforcing steel in the south wall near influent pipe

Photo 8. Mid-height brace beams

Photo 9. Detail of brace beam deterioration

Photo 10. Remaining portion of influent deflector plate.

Photo 11. Topside paste deterioration surrounding ventilation pipe

Photo 12. Core sample C-1, wet wall face oriented on the left.

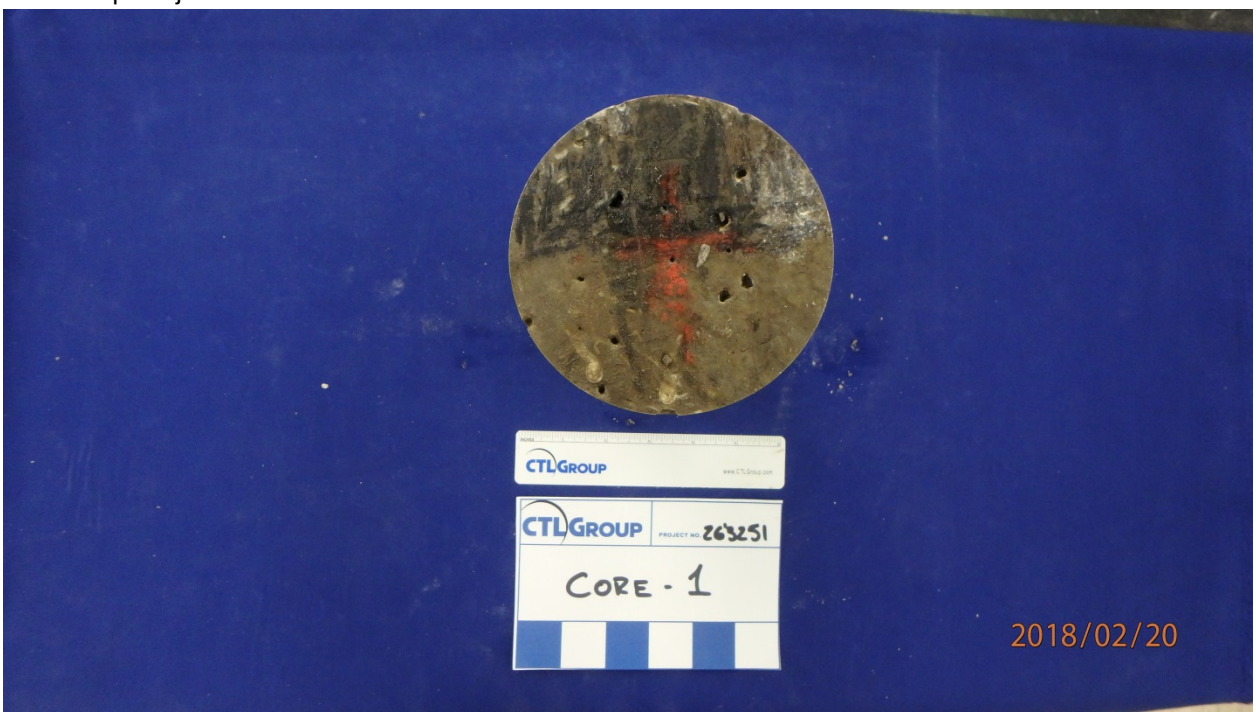


Photo 13. Core sample C-1 topside, wet wall interior face.

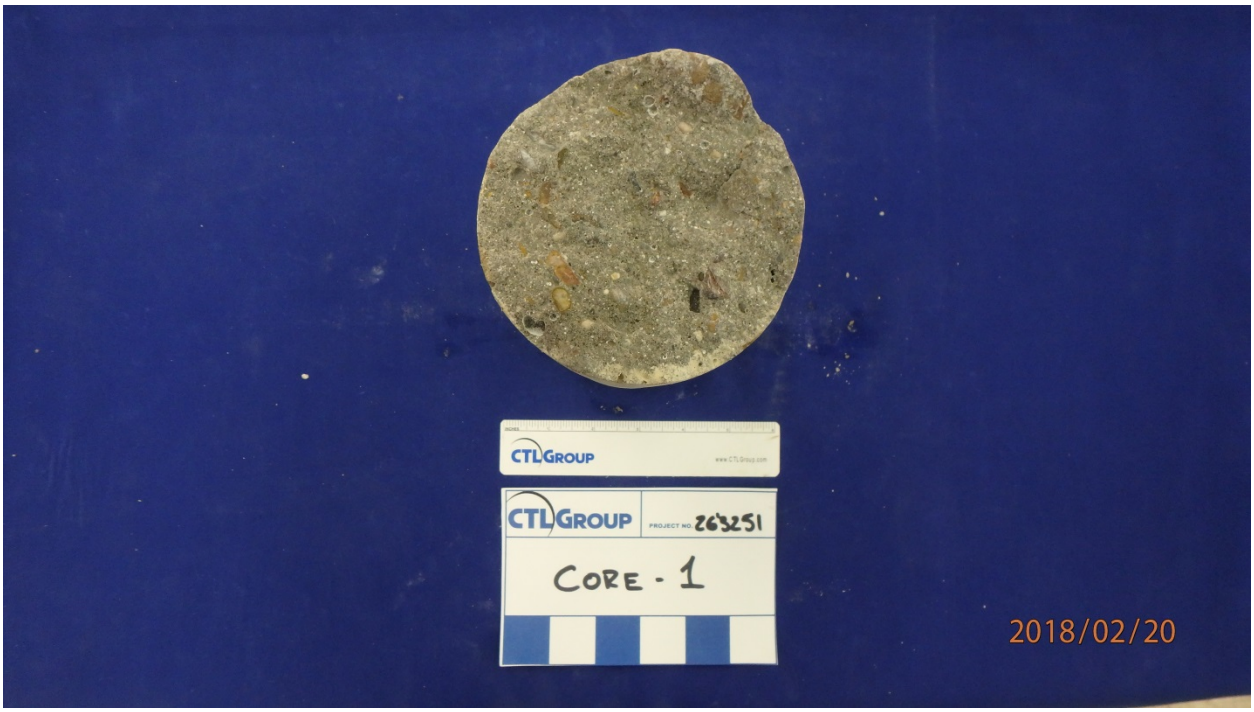


Photo 14. Core sample C-1 underside.

Photo 15. Core sample C-2, wet wall face oriented on the left.

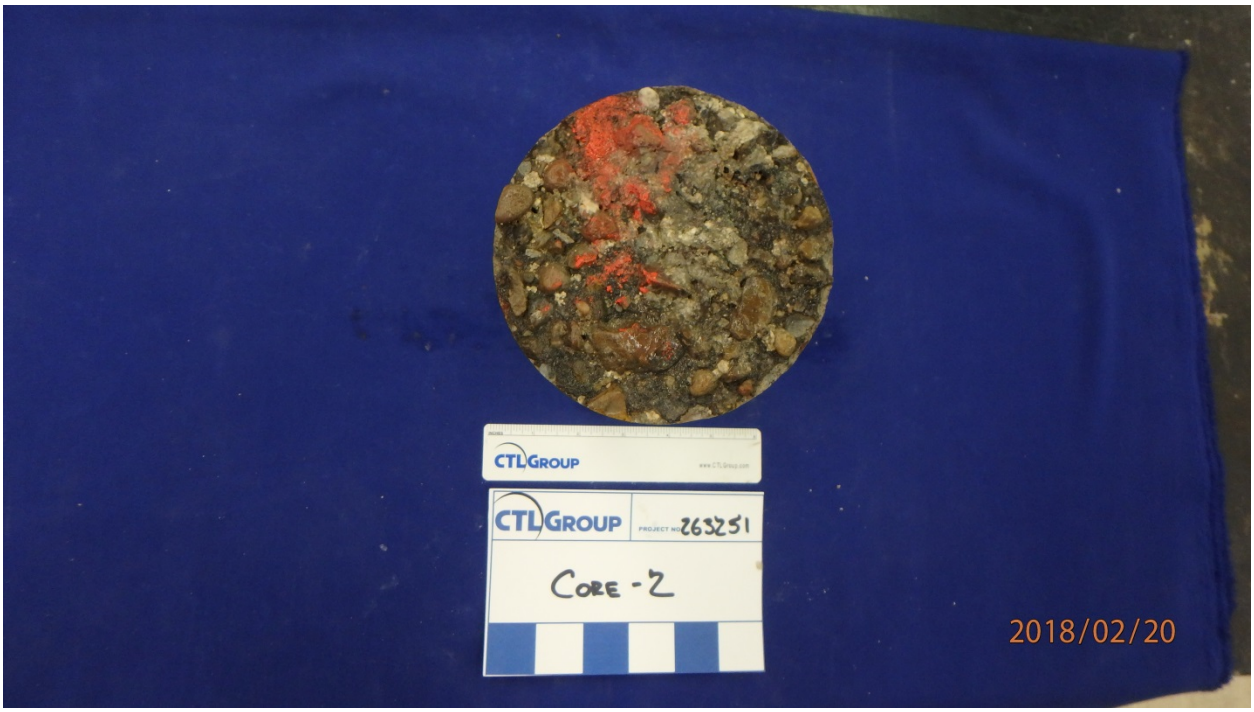


Photo 16. Core sample C-2 topside, wet wall interior face.

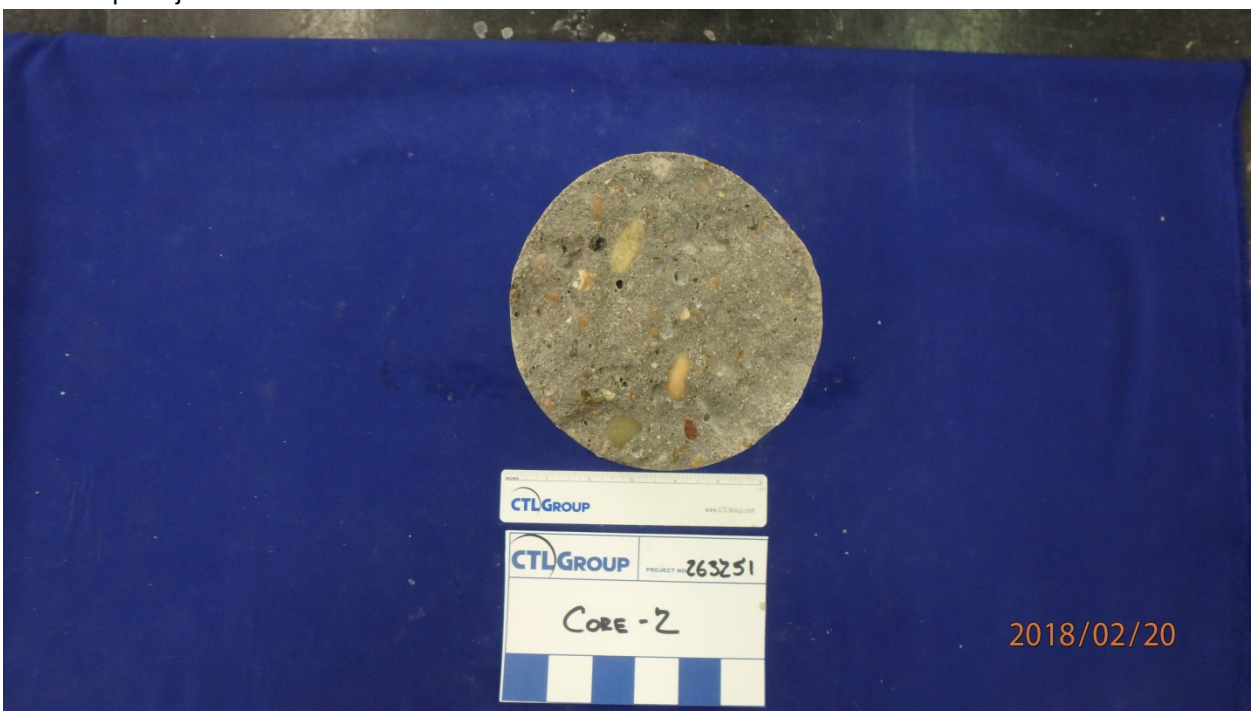


Photo 17. Core sample C-2 underside.

Photo 18. Core sample C-3, wet wall face oriented on the left.

Photo 19. Core sample C-3 topside, wet wall interior face.

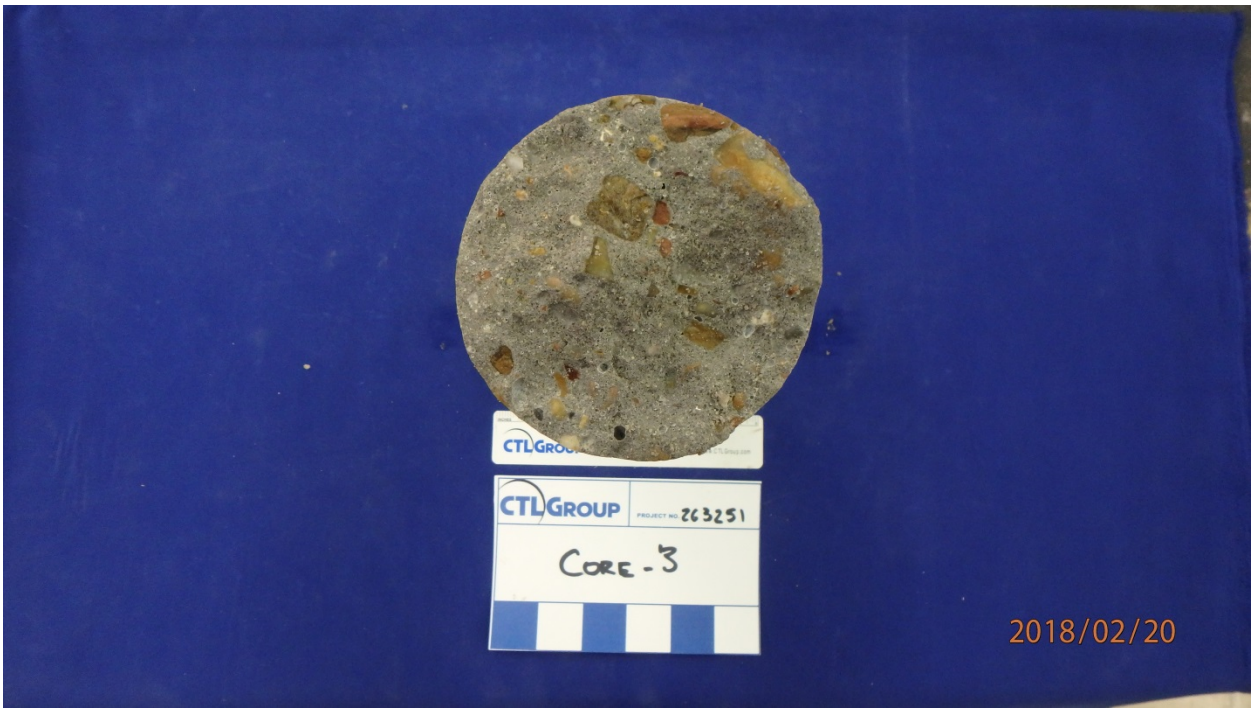


Photo 20. Core sample C-3 underside.

Photo 21. Core sample C-4, wet wall face oriented on the left.

Photo 22. Core sample C-4 topside, wet wall interior face.

Photo 23. Core sample C-4 underside.

Photo 24. Core sample C-5, wet wall face oriented on the left.

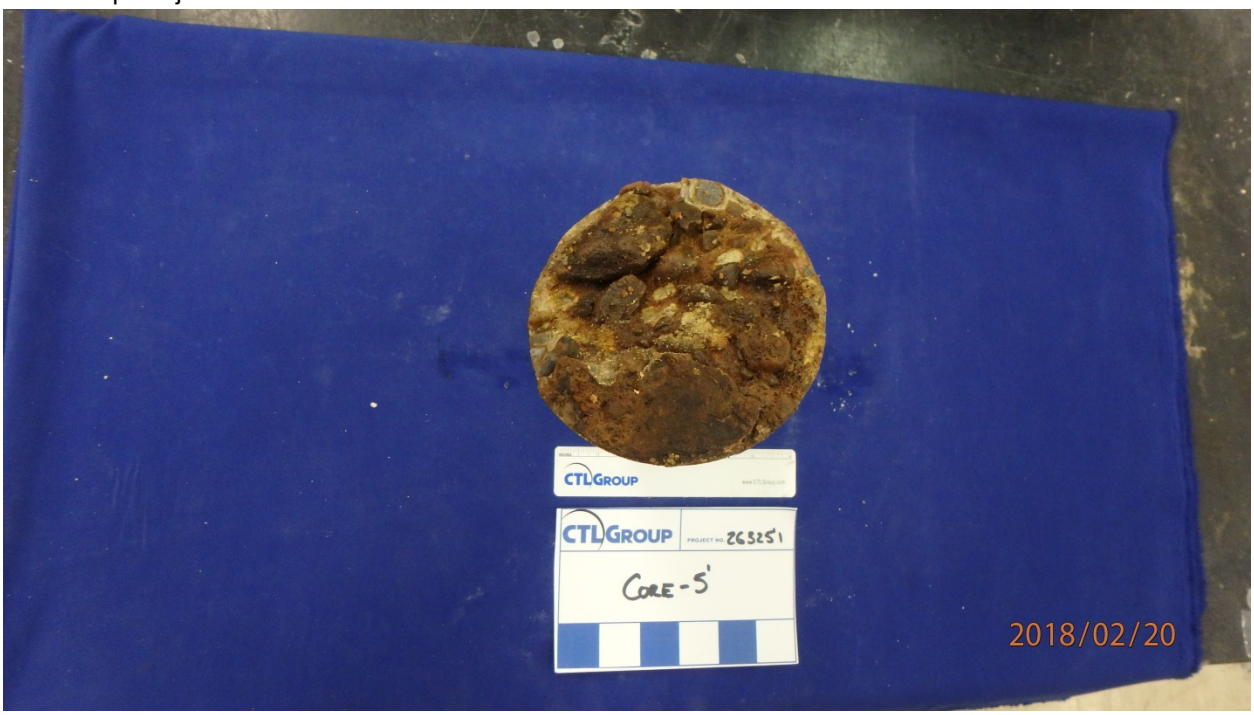


Photo 25. Core sample C-5 topside, wet wall interior face.

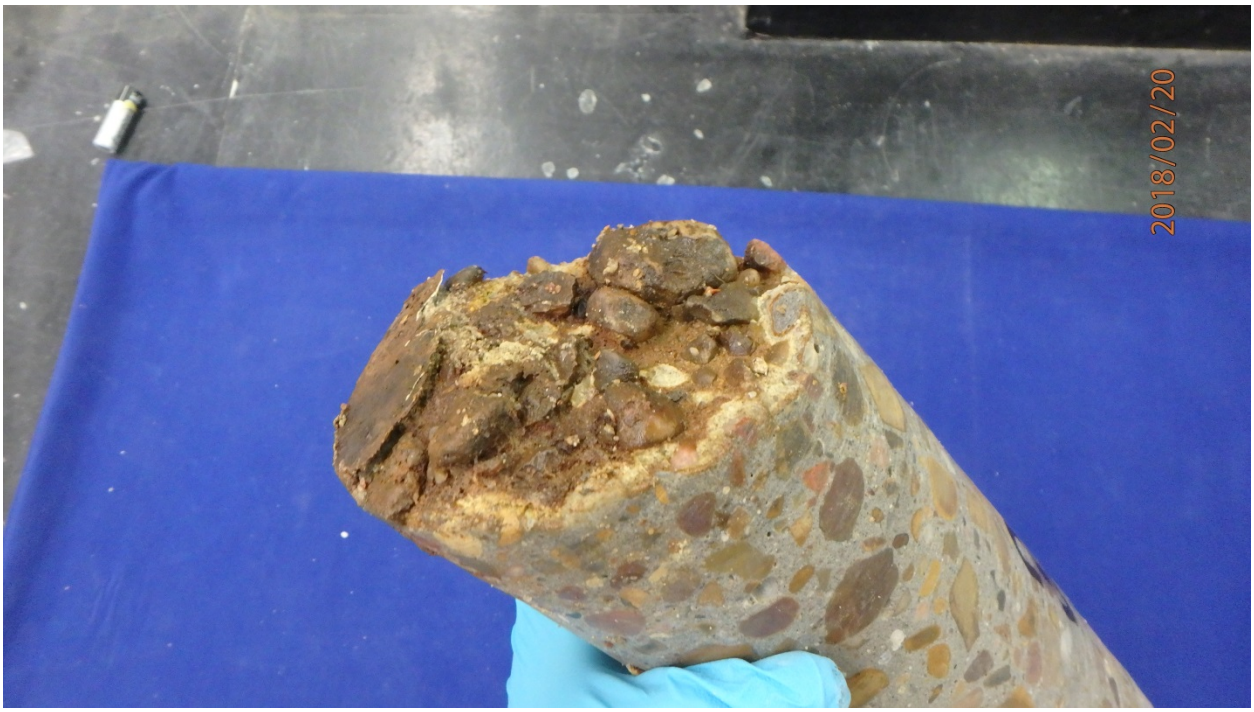


Photo 26. Core sample C-5 topside, wet wall interior face.

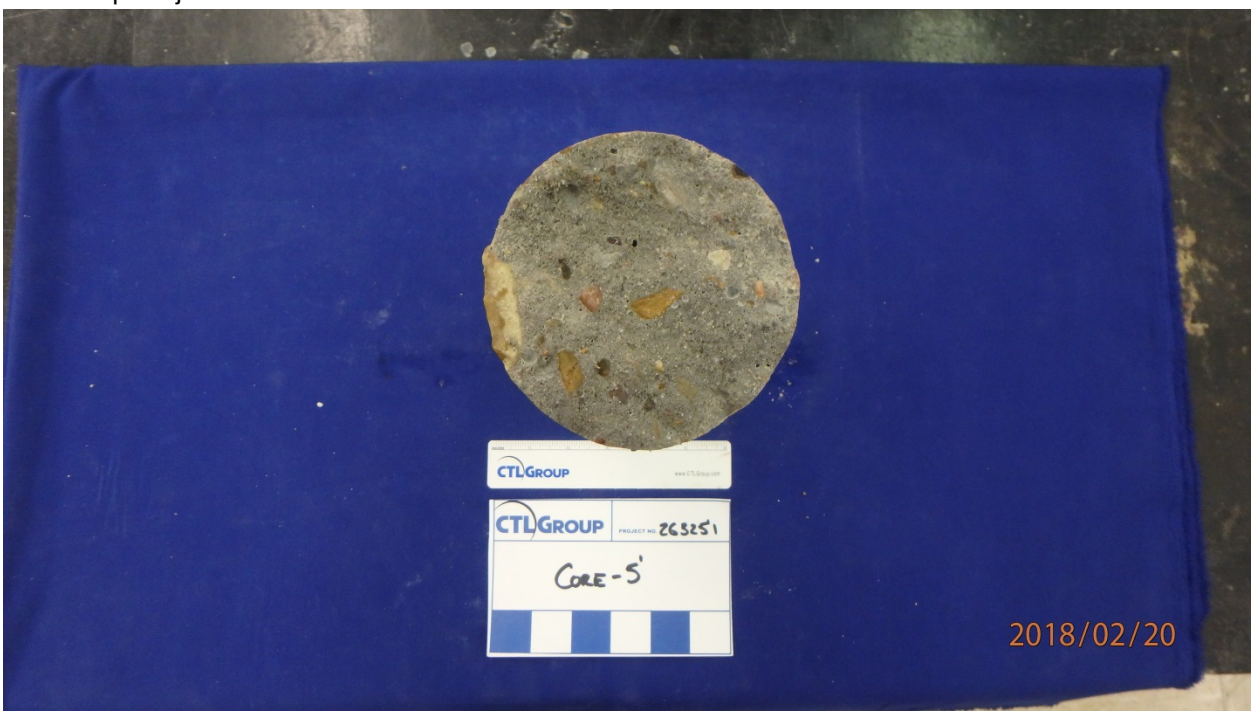
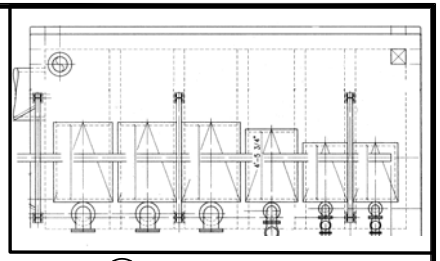


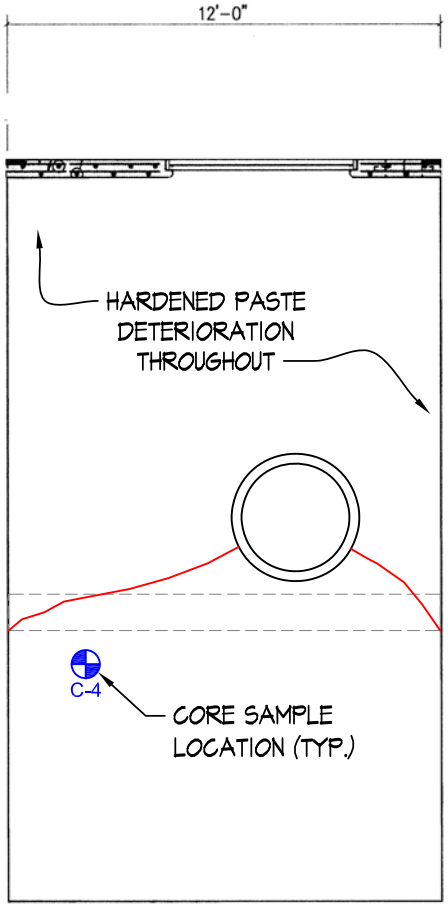
Photo 27. Core sample C-5 underside.

APPENDIX B

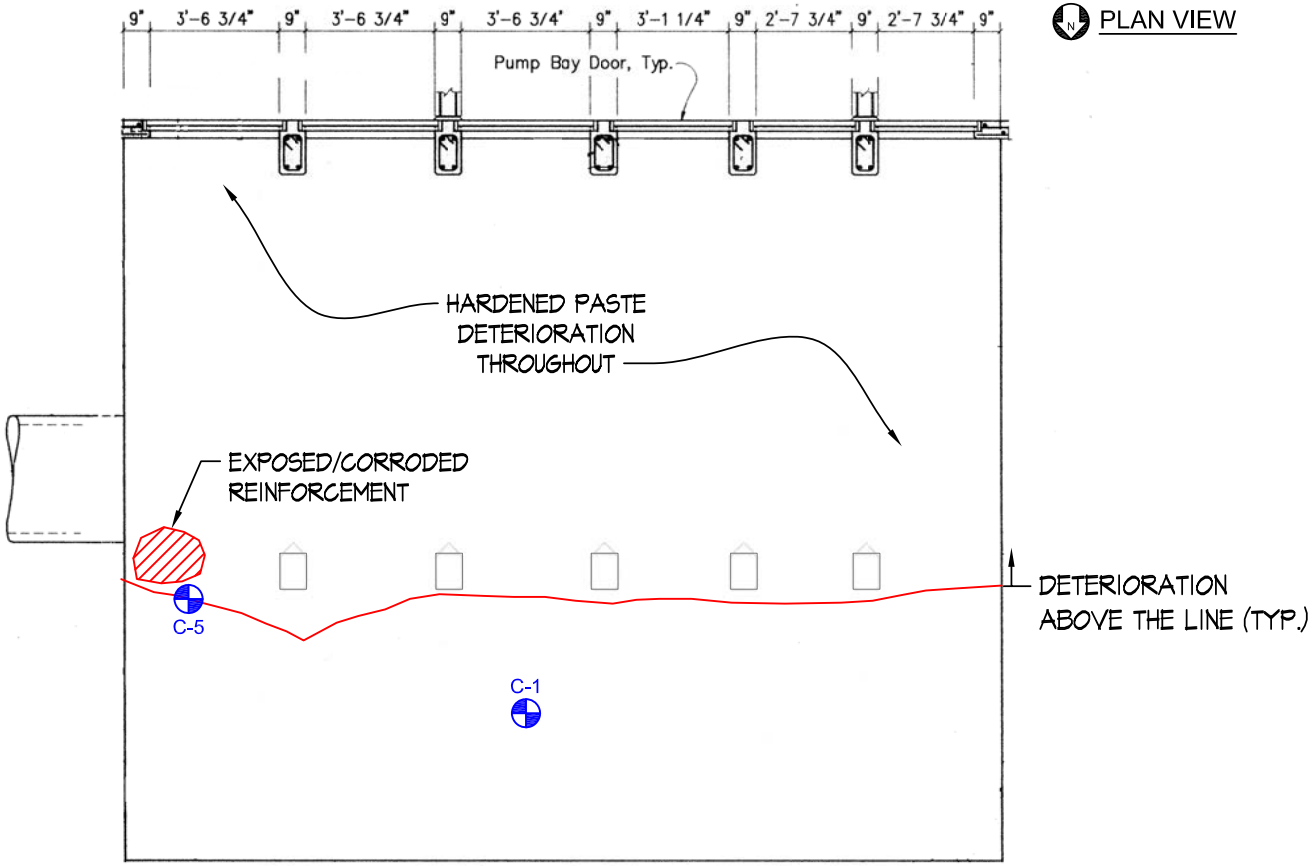
Field Survey Drawings



PLAN VIEW



EAST WALL



SOUTH WALL

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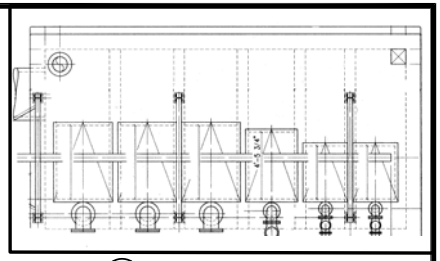
CTLGroup COA No.: F-3849

South Friendswood Lift Station #23

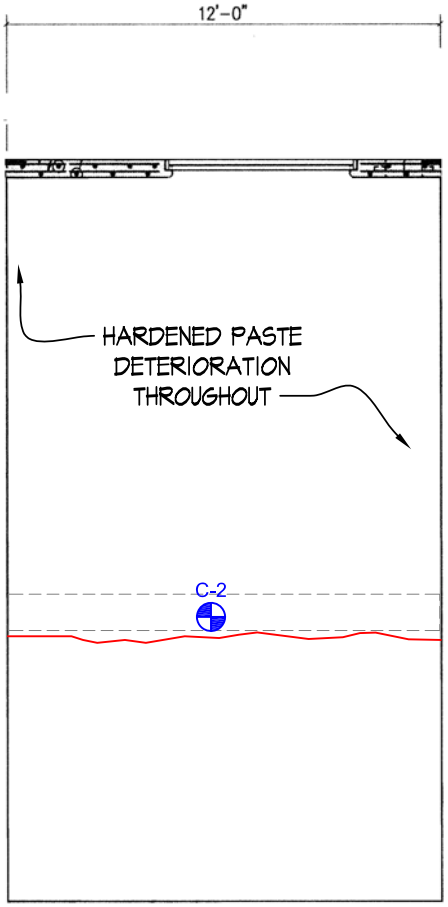
Friendswood, Texas

CTLGroup No.:	**263251**
Drawn:	**DRA**
Checked:	**MDB**
Date:	**16MAR18**
Scale:	**3/16"=1'-0"**

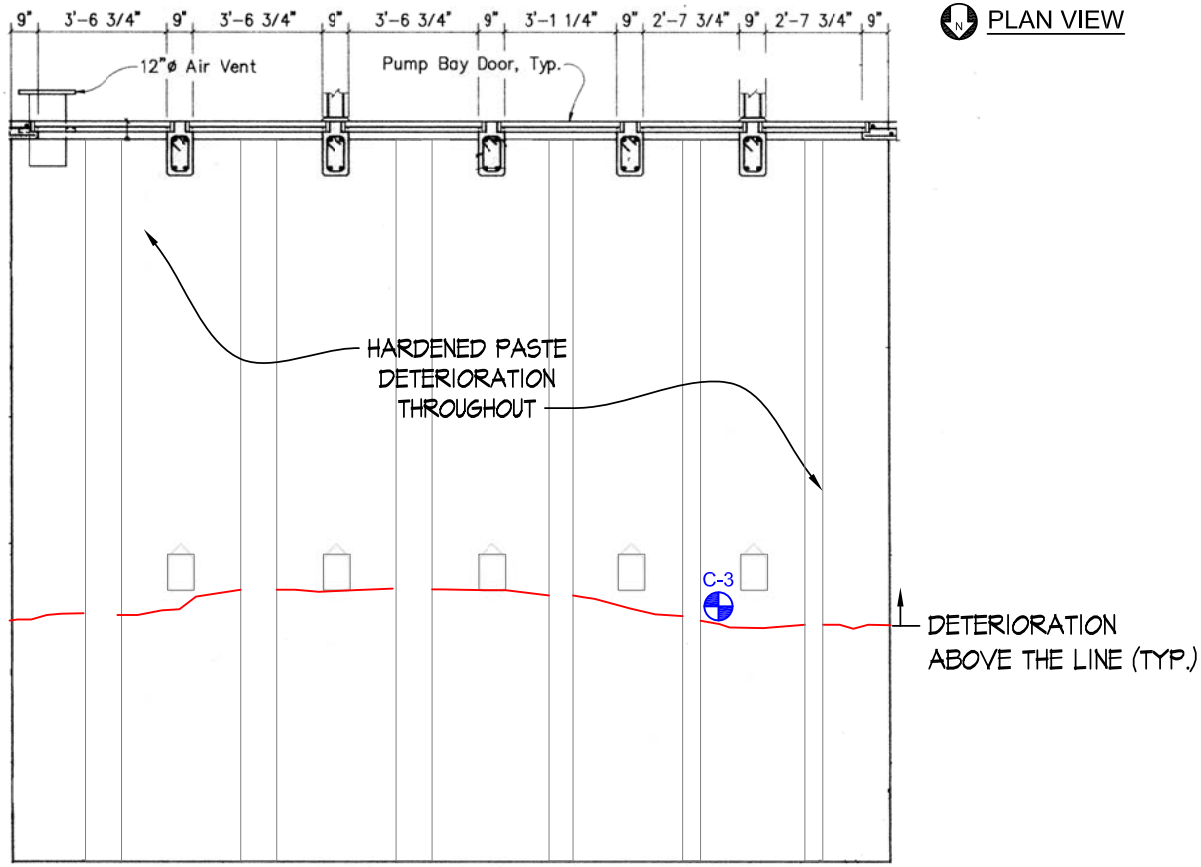
Sheet No.: **1**



PLAN VIEW



WEST WALL



NORTH WALL

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CTLGroup COA No.: F-3849

South Friendswood Lift Station #23

Friendswood, Texas

CTLGroup No.:	**263251**
Drawn:	**DRA**
Checked:	**MDB**
Date:	**16MAR18**
Scale:	**3/16"=1'-0"**

Sheet No.: **2**

APPENDIX C

Compressive Strength Test Results

Client:	**City of Friendswood**	CTLGroup Project No.:	**263251**
Project Name:	**Condition Assessment of Lift Station #23**	CTLGroup Project Mgr.:	**Stephen Stacey**
		Analyst:	**G. Neiweem**
Contact:	**Jordan Thomas-Harris**	Approved by:	**Michael Bonner**
Submitter:	**Jordan Thomas-Harris**	Date Analyzed:	**February 28, 2018**
Date Received:	**February 22, 2018**	Date Reported:	**March 20, 2018**

ASTM C42 Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
Section 7: Cores for Compressive Strength

Specimen Identification

CTLGroup Identification	4633001	N/A	N/A
Client Identification	Core-1	N/A	N/A
Date Core Obtained from the Field	Not Stated	N/A	N/A
Date end preparation was completed and core was placed in sealed bag	2/23/18	N/A	N/A
Date Core was Tested	2/28/18	N/A	N/A

Concrete Description

Nominal Maximum Aggregate Size, in.	3/4	N/A	N/A
Concrete Age at Test	Not Stated	N/A	N/A
Moisture Condition at Test	Per Standard	N/A	N/A
Length of Core, As Drilled, in.	9	N/A	N/A
Orientation of Core Axis in Structure	Not Stated	N/A	N/A
Cylinder End Preparation	Ground	N/A	N/A

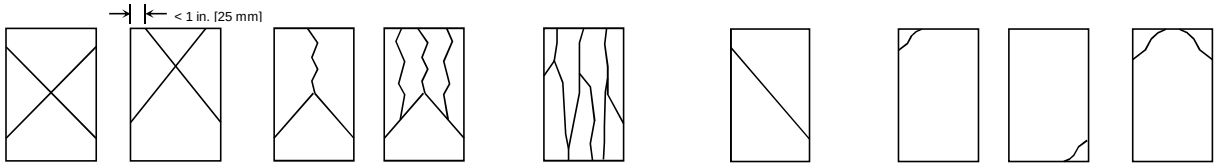
Concrete Dimensions

Diameter 1, in.	3.73	N/A	N/A
Diameter 2, in.	3.73	N/A	N/A
Average Diameter, in.	3.73	N/A	N/A
Cross-Sectional Area, in^2	10.93	N/A	N/A
Length Trimmed, in.	7.5	N/A	N/A
Length Capped, in.	N/A	N/A	N/A
Density, pcf	145	N/A	N/A

Compressive Strength and Fracture Pattern

Maximum Load, lb	59,872	N/A	N/A
Uncorrected compressive Strength, psi	5,480	N/A	N/A
Ratio of Capped Length to Diameter	2.00	N/A	N/A
Corrected Compressive Strength, psi	5,480	N/A	N/A
Fracture Pattern	Type 1	N/A	N/A

Schematic of Typical Fracture Patterns



Type 1
Reasonable well-formed cones on both ends, less than 1 in. [25 mm] of cracking through caps

Type 2
Well-formed cone on one end, vertical cracks running through caps, no well-defined cone on other end

Type 3
Columnar vertical cracking through both ends, no well-formed cones

Type 4
Diagonal fracture with no cracking through ends; tap with hammer to distinguish from Type I

Type 5
Side fractures at top or bottom (occur commonly with unbonded caps)

Type 6
Similar to Type 5 but end of cylinder is pointed

Notes:
1. This report may not be reproduced except in its entirety.

APPENDIX D

Chloride Test Results

Client:	**City of Friendswood**	CTL Project No:	**263251**
Project:	**Condition Assessment of Lift Station #23**	CTL Project Mgr.:	**Stephen Stacey**
		Analyst:	**Angel Perez**
Contact:		Approved:	*Raja Naamane*
Submitter:		Date Analyzed:	**07-Mar-18**
Date Received:	**22-Feb-18**	Date Reported:	**07-Mar-18**

REPORT of ACID-SOLUBLE CHLORIDE

Sample Identification			Determined Chloride	
CTL ID	Client ID	Description	(wt% sample)	(ppm Cl)
4633002-02	Core-2 (0 to 3 in.)	Concrete	0.011	110
4633005-02	Core-5 (0 to 3 in.)	Concrete	0.024	240

Notes:

1. This analysis represents specifically the samples submitted on a dry (45°C) basis.
2. Analysis by potentiometric titration with silver nitrate. (ASTM C1152-04(2012)^{e1})
3. This report may not be reproduced except in its entirety.

APPENDIX E

Petrographic Examination Report

Copy No. 1

Report for
City of Friendswood
910 South Friendswood Drive, Friendswood, Texas 77546

CTLGroup Project No. 263251

Petrographic Examination of Two Concrete Cores from the Condition Assessment of Lift Station #23, Friendswood, Texas

March 16, 2018

Submitted by:
Meredith Strow
Jean L. Randolph

COA # F-3849

5400 Old Orchard Road
Skokie, Illinois 60077-1030
(847) 965-7500

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REPORT OF PETROGRAPHIC EXAMINATION

Date: March 16, 2018

CTLGroup Project No.: 263251

Petrographic Examination of Two Concrete Cores from the Condition Assessment of Lift Station #23, Friendswood, Texas

Two concrete cores, identified as Core-2 and Core-5 (Figs. 1 and 2), were received by the CTLGroup Petrographic Laboratory on February 23, from Mr. Stephen Stacey, CTLGroup Engineer, on behalf of the City of Friendswood, Friendswood, Texas. Reportedly, the two concrete cores were taken horizontally from a wet well wall in Lift Station #23 located in Friendswood, Texas; the lift station is approximately 40 years old.

Petrographic examination, ASTM C856, of the concrete in Core-2 and Core-5 was requested to evaluate the characteristics and constituents of the concrete and mechanisms of deterioration, such as chemical attack. Acid-soluble chloride testing, ASTM C1152, was also requested from a depth of 0 to 3 in. from the core outer surface in both Core-2 and Core-5. Acid-soluble chloride test results are presented in a separate report.

This report presents the details and results of the petrographic examination of both Core-2 and Core-5.

FINDINGS AND CONCLUSIONS

The concrete in both Core-2 and Core-5 consists of natural chert/chalcedony gravel coarse aggregate and natural sand fine aggregate bound in a non-air-entrained portland cement paste (Fig. 3). Both cores have experienced sulfate attack along the near-outer surface region of the concrete. Overall deterioration is observed to a depth of 5 mm (0.2 in.) from the core outer surface in Core-2 (Fig. 4) and to a depth of 39 mm (1.5 in.) from the original core surface in Core-5 (Fig. 5). Beyond the region of deterioration, the concrete in both cores appears to be of good quality and in very good condition. The concrete characteristics within each core are

presented in the following text and summarized in Table 1 on page 5, following the signature page.

Sulfate Attack

Sulfate attack along the outer-surface region of the concrete has resulted in spalling, extreme paste etching (disintegration), paste softening, and chemical alteration in both cores.

Spalling or heavy paste etching is observed on the outer surface of both cores and is assessed to be due to chemical attack. The outer surface of Core-2 is completely spalled or heavily etched, leaving no original surface. The paste is etched to a depth of 3 mm (0.1 in.), leaving coarse and fine aggregate particles exposed in high relief. The outer core surface of Core-5 does exhibit original surface and, therefore, the depth of spalling is measured from the original core outer surface to 39 mm (1.5 in.) from the original core outer surface; spalling is observed on 75% of the core outer surface where original surface is not present.

In Core-2, the paste in the outermost 0.5 to 2 mm (0.02 to 0.08 in.) and locally to 5 mm (0.2 in.) is white to very light gray to beige, and terminates with a thin black stain (Fig. 4); the paste in this region is soft and powdery to moderately soft. In Core-5, the paste in the outermost 1 to 6 mm (0.04 to 0.2 in.) is very light beige to orange (Fig. 5); the paste in this region is also soft and powdery to moderately soft. These regions of stained and softened paste are assessed to be the result of chemical alteration.

Evidence of chemical alteration is observed in the form of paste staining, abundant secondary ettringite deposits and leached paste (paste leached of calcium hydroxide). Staining, observed in both cores and detailed above, correlates to the depth of softened paste in each core (Figs 4 and 5). An abundance of secondary ettringite is present within both cores; deposits line to fill many voids throughout the depth of the cores as well as cover portions of the outer surfaces (Figs. 6 and 7). Secondary gypsum deposits are observed in the near-outer surface of Core-5, filling several air voids and microcracks; these deposits are evidence of sulfate attack. Leached paste is observed to depths of 11 mm (0.4 in.) in Core-2 and 12 mm (0.5 in.) in Core-5 (Fig. 8); this paste feature is evidence of excessive moisture movement throughout the paste and commonly observed in concrete which has undergone chemical alteration. The depth of observed chemically-altered paste reaches 0.5 to 2 mm (0.02 to 0.08 in.) and locally to 5 mm (0.2 in.) in Core-2 and 1 to 6 mm (0.04 to 0.2 in.) in Core-5.

Concrete in the body of both cores:

The paste in the body of Core-2 is hard, has a moderately tight bond to the coarse aggregate and an estimated water-cement ratio (w/c) of 0.37 to 0.42. Residual portland cement content is estimated at 14 to 18% by volume of paste and small amounts of calcium hydroxide are observed. The paste in the body of Core-5 is moderately hard to hard, has a moderately tight bond to the aggregate and an estimated w/c of 0.38 to 0.44. Residual portland cement content is estimated at 10 to 15% by volume of paste and small amounts of calcium hydroxide are observed. The concrete in the body of both cores is assessed to be of good quality based on the hardness of the paste and the moderately tight bond to the aggregate. The concrete is assessed to be in very good condition based on the lack of deterioration (chemical alteration, cracking, spalling). No evidence of alkali-silica reaction (ASR) or delayed ettringite formation (DEF) is observed within either core.

All information obtained in the petrographic examination is presented in the petrographic data form at the end of this report.

METHODS OF TEST

Petrographic examination of the provided cores was performed in accordance with ASTM C856-17, "Standard Practice for Petrographic Examination of Hardened Concrete." The cores were visually inspected and photographed as received. After removing a 0 to 3 in. slice of the core for acid-soluble chloride testing, a slice was cut longitudinally from each core and one of the resulting sides of each slice was ground (lapped) to produce a smooth, flat, semi-polished surface. Lapped and freshly broken surfaces of the concrete were examined using a stereomicroscope at magnifications up to 45X.

For thin-section study, a small rectangular block was cut from the outermost 36 mm (1.4 in.) of each core, and one side of each of the blocks was lapped to produce a smooth, flat surface. The blocks were cleaned and dried, and the prepared surfaces were mounted on separate ground glass microscope slides with epoxy. After the epoxy hardened, the thickness of the mounted blocks was reduced to approximately 20 μm (0.0008 in.). The resulting thin sections were examined using a polarized-light (petrographic) microscope at magnifications up to 400X to study aggregate and paste mineralogy and microstructure.

Estimated w/c is based on observed concrete and paste properties including, but not limited to: 1) relative amounts of residual (unhydrated and partially hydrated) portland cement clinker

particles, 2) amount and size of calcium hydroxide crystals, 3) paste hardness, color, and luster, 4) paste-aggregate bond, and 5) relative absorbency of paste as indicated by the readiness of a freshly fractured surface to absorb applied water droplets. These techniques have been widely used by industry professionals to estimate w/c.

Depth and pattern of paste carbonation was initially determined by application of a pH indicator solution (phenolphthalein) to freshly cut or fractured concrete surfaces. The solution imparts a deep magenta stain to high pH, non-carbonated paste. Carbonated paste does not change color. The extent of paste carbonation was confirmed in thin-section.

Meredith Strow
Petrography Group

Jean L. Randolph
Senior Petrographer and Group Manager
Petrography Group

MLS/JLR/
Attachment

Notes: 1. Results refer specifically to the sample submitted.
2. This report may not be reproduced except in its entirety.

TABLE 1 SUMMARIZATION OF CONCRETE CHARACTERISTICS

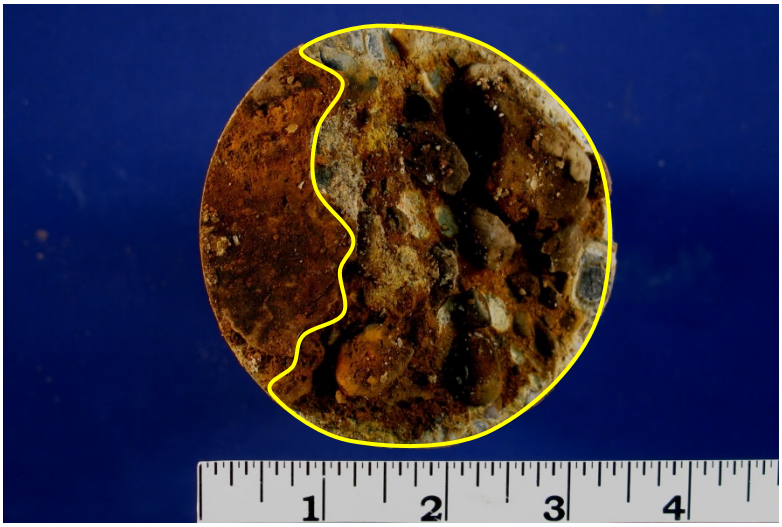
Concrete Characteristic	Core-2	Core-5
Outermost spalled and chemically-altered region of each core:		
Outer Surface	Completely spalled and exhibits relief of 3 mm (0.1 in.) from core outer surface.	Approximately 25% of original surface and remainder is substantially spalled to a maximum depth of 39 mm (1.5 in.).
Paste Color	Outer 0.5 to 2 mm (0.02 to 0.08 in.) and locally to 5 mm (0.2 in.) is white to very light gray to beige, and terminates with a thin black stain.	Outer 1 to 6 mm (0.04 to 0.2 in.) is very light beige to orange.
Paste Hardness	Outer 0.5 to 2 mm (0.02 to 0.08 in.) and locally up to 5 mm (0.2 in.) is soft and powdery to moderately soft.	Outer 1 to 6 mm (0.04 to 0.2 in.) is soft and powdery to moderately soft.
Secondary Deposits	An abundance of secondary ettringite is present within voids throughout the core and along the outer surface.	Several gypsum deposits in near-outer surface region. An abundance of secondary ettringite is present within voids throughout the core and along the outer surface.
Leached Paste	Paste in outer 11 mm (0.4 in.) is leached of calcium hydroxide.	Paste in outer 12 mm (0.5 in.) is leached of calcium hydroxide.
Microcracks	Very few short, surface parallel and randomly-oriented microcracks present within outer 1 to 6 mm (0.04 to 0.2 in.).	Few short, surface parallel and randomly-oriented microcracks present within outer 1 to 6 mm (0.04 to 0.2 in.).
Cracks	None present.	None present.
Maximum Depth of Deterioration	*Spalling* and/or paste etching to a maximum depth of 3 mm (0.1 in.) from core outer surface. *Chemically-altered paste* to a depth of 0.5 to 2 mm (0.02 to 0.08 in.) and locally to 5 mm (0.2 in.) from core outer surface.	*Spalling* to a maximum depth of 39 mm (1.5 in.) from the original outer surface. *Chemically-altered paste* to a depth of 1 to 6 mm (0.04 to 0.2 in.) along original and spalled outer surfaces.
Body of each core:		
Paste Color	Light gray.	Light gray.
Paste Hardness	Hard.	Moderately hard to hard.
Paste-Aggregate Bond	Moderately tight.	Moderately tight.
Microcracks or Cracks	None present.	None present.
W/c	0.37 to 0.42.	0.38 to 0.44.

1a. Core outer surface. The surface is entirely spalled or heavily etched, exposing coarse and fine aggregate particles at high relief.

1b. Core inner surface.

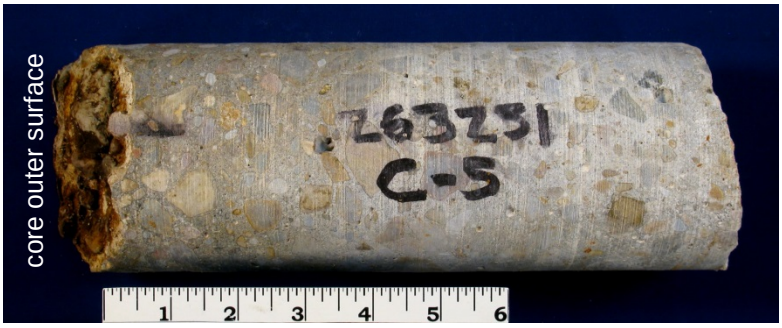
1c. Side view of core.

Fig. 1 Core-2, as received for testing. Scale is in inches.



2a. Core outer surface. The majority of the outer surface is heavily etched and deeply spalled (circled in yellow), exposing coarse and fine aggregate particles at high relief. Approximately 25% of the original surface as present.

2b. Core inner surface.



2c. Side view of core.

Fig. 2 Core-5, as received for testing. Scale is in inches.

Fig. 3 Lapped surfaces of Core-2 and Core-5. The natural chert/chalcedony gravel coarse aggregate is rounded to subangular, generally equant with some elongated particles, uniformly distributed and has a top size of 0.9 to 1.25 in. The outer surface of Core-2 exhibits spalling or extreme etching and chemically altered paste is observed to depths of 0.02 to 0.08 in. from the core outer surface and locally up to 0.2 in. from the core outer surface. Core-5 exhibits extreme etching and deep spalling (red arrows) along the majority of the outer surface to depths of up to 1.5 in. and chemically altered paste to depths of up 0.04 to 0.2 in. from the core outer surfaces (including spalled surface). Scale is in inches.

Fig. 4 Close-up image of the lapped surface of Core-2. The core is oriented "up" for ease of viewing. The core outer surface exhibits 3 mm (0.1 in.) of relief due to spalling or heavy etching (red bracket). Scale is in 1 mm (0.04 in.) increments.

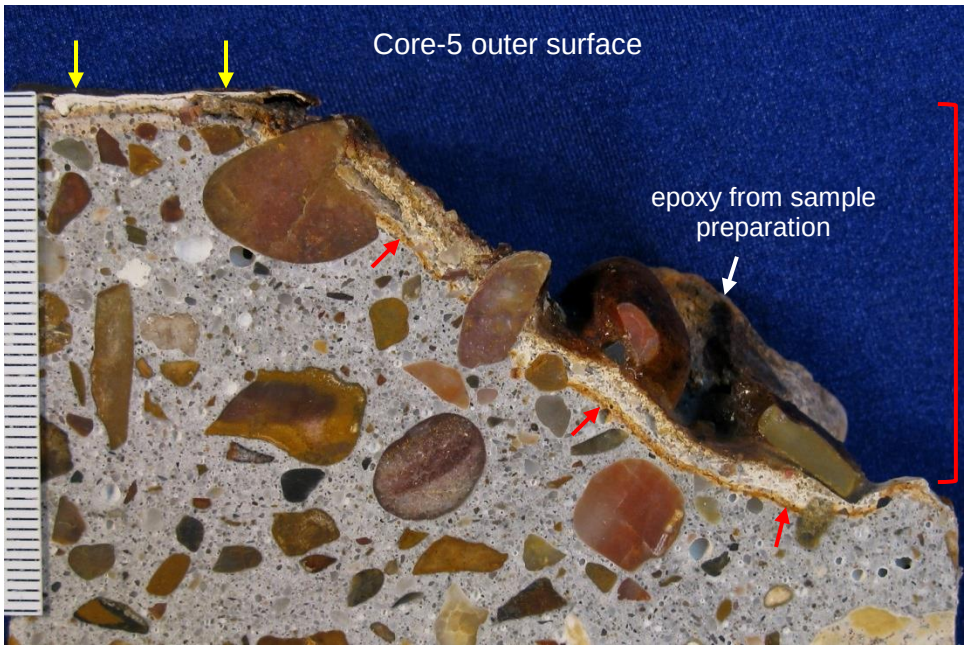
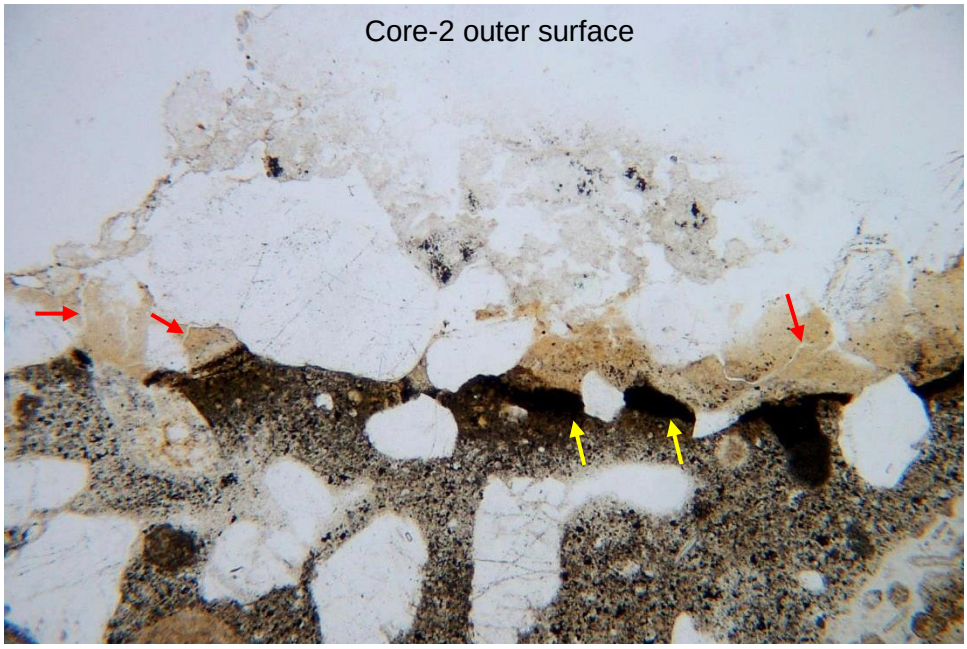
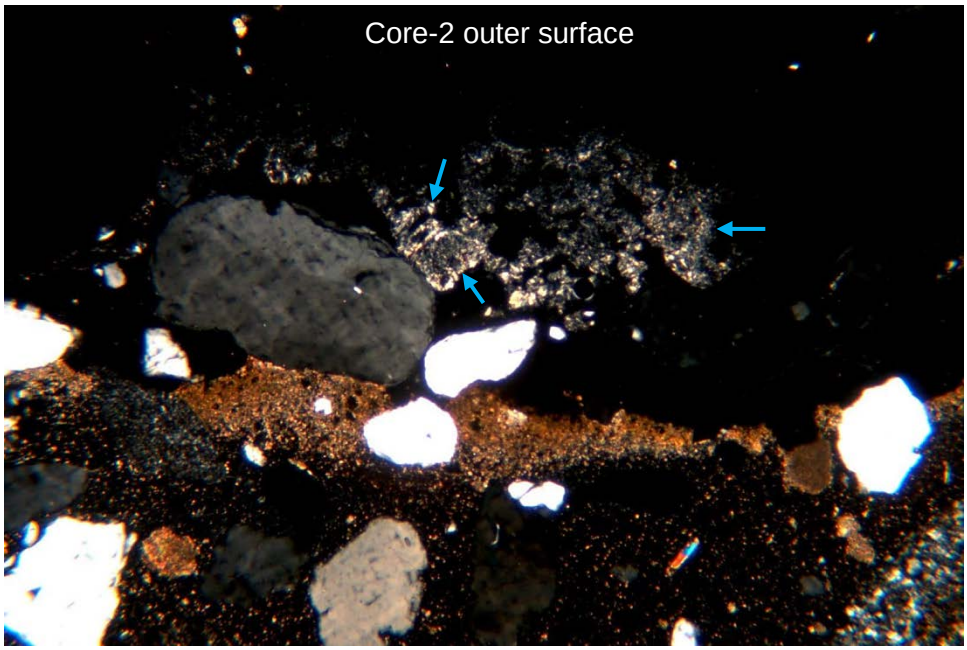


Fig. 5 Close-up image of the lapped surface of Core-5. The core is oriented "up" for ease of viewing. The majority of the outer surface is spalled and heavily etched to a maximum depth of 39 mm (1.5 in.) (red bracket). Yellow arrows point to a region of original outer surface. Notice chemically altered paste in the outermost 1 to 6 mm (0.04 to 0.2 in.), which is very light beige to orange (red arrows), compared to light gray paste in the body of the core. Scale is in 1 mm (0.04 in.) increments.

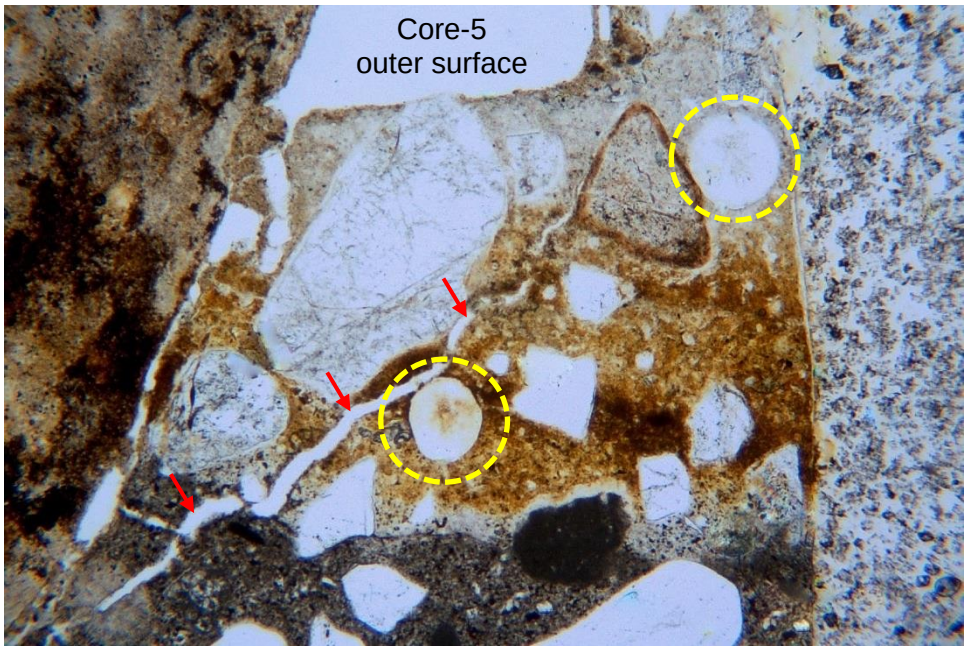


6a. Plane-polarized light. Red arrows point to microcracks within chemically-altered, orange-stained paste. Yellow arrows point to black stain.

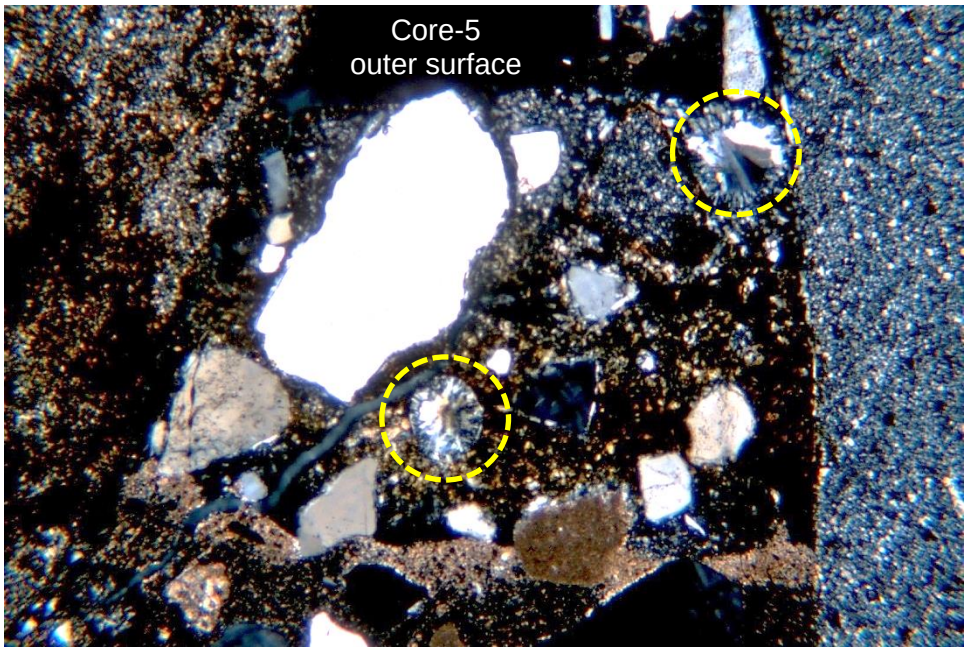


6b. Cross-polarized light. Blue arrows point to ettringite deposits.

Fig. 6 Thin-section photomicrographs taken along the outer surface of Core-2. Both images show the same field of view under different lighting. Field of view, from left to right, is approximately 3.92 mm (0.15 in.) across.

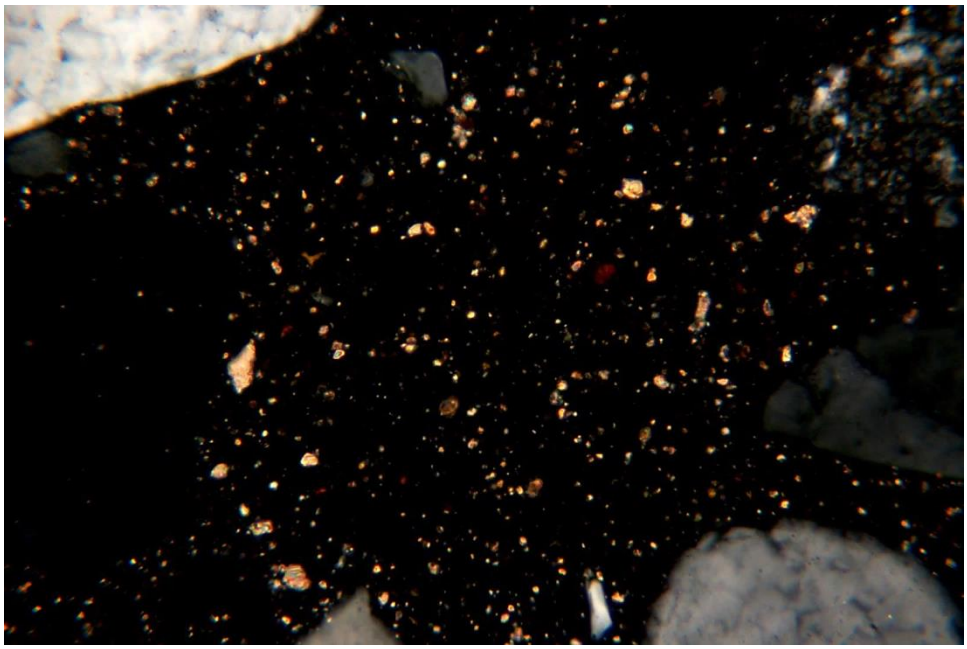


7a. Plane-polarized light. Red arrows point to microcrack extending through chemically-altered, orange-stained paste.

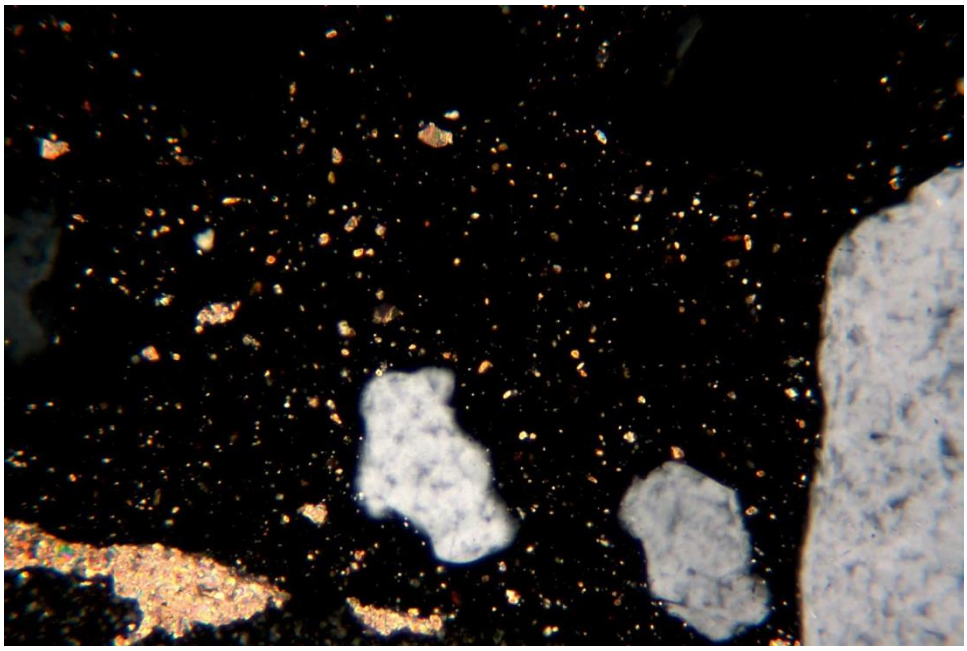


7b. Cross-polarized light.

Fig. 7 Thin-section photomicrographs taken along the outer surface of Core-5. Secondary gypsum deposits fill two voids near the surface (circled in yellow). Both images show the same field of view under different lighting. Field of view, from left to right, is approximately 3.92 mm (0.15 in.) across.

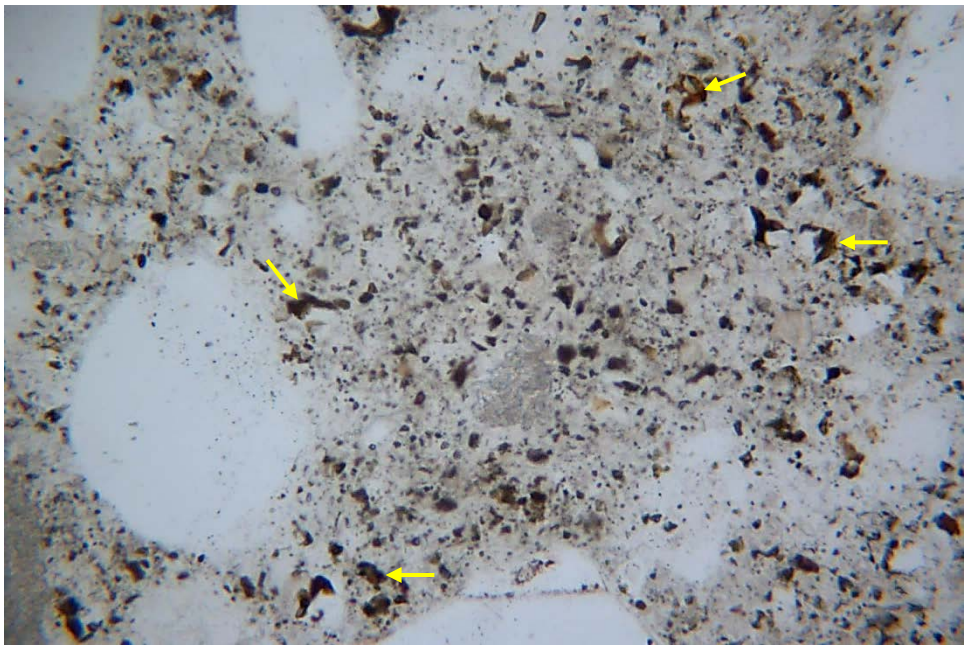


8a. Leached paste within the outer 11 mm (0.4 in.) of Core-2.

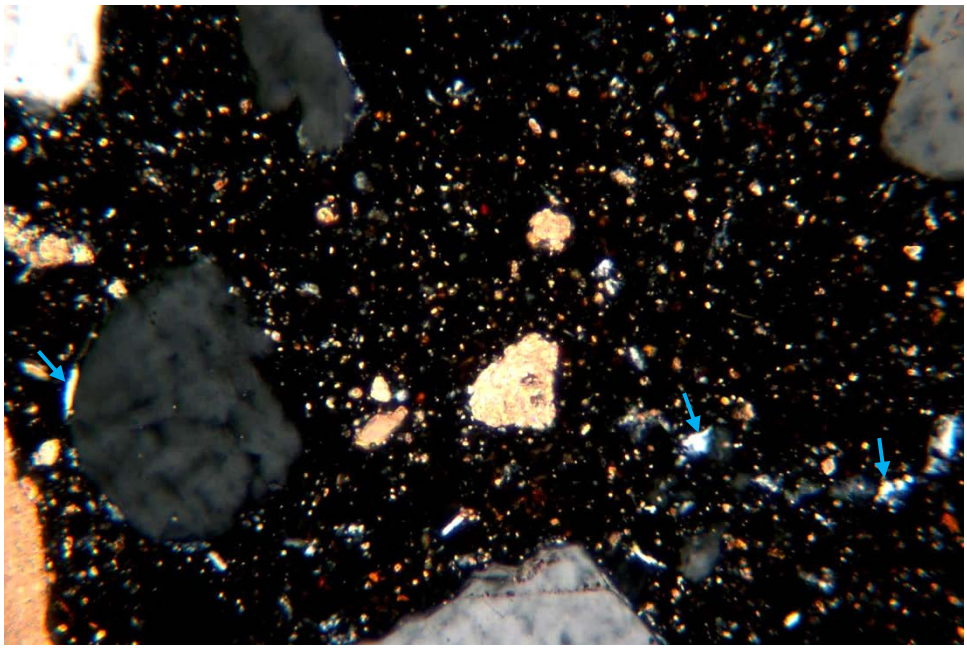


8a. Leached paste within the outer 12 mm (0.5 in.) of Core-5.

Fig. 8 Thin-section photomicrographs taken from each core within regions of leached paste (lacking calcium hydroxide). Both images show the same field of view under cross-polarized light. Field of view, from left to right, is approximately 0.98 mm (0.04 in.) across.

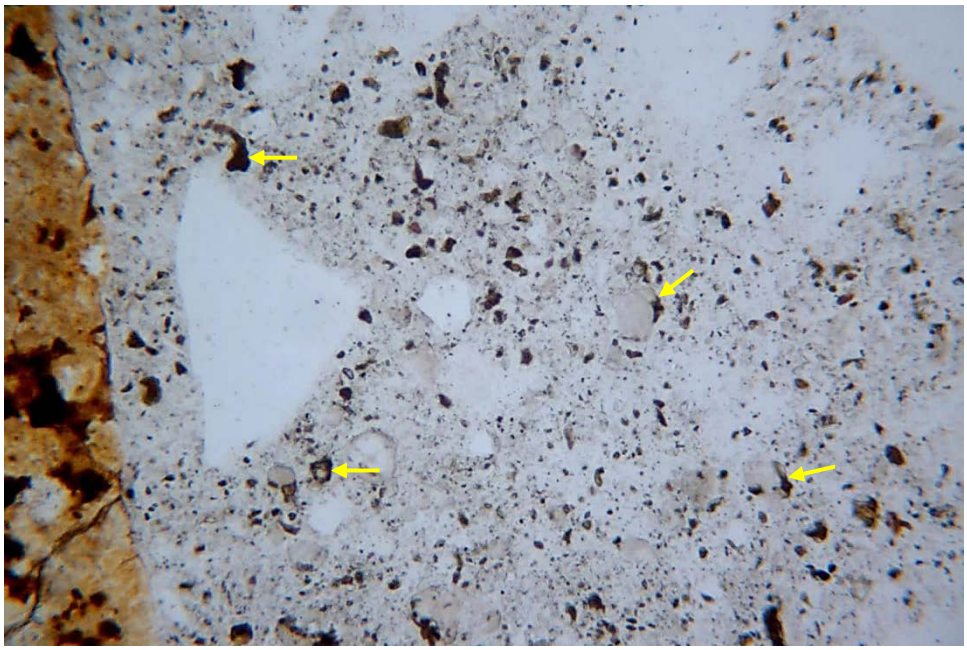


9a. Plane-polarized light. Yellow arrows point to residual portland cement particles, estimated at 14 to 18% by volume of paste.

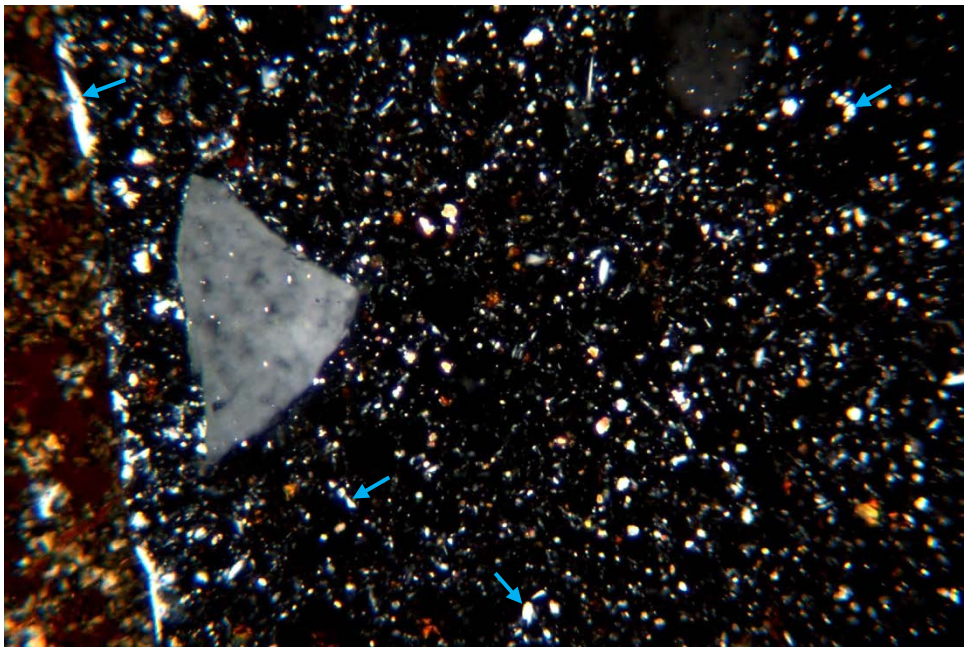


9b. Cross-polarized light. Blue arrows point to calcium hydroxide.

Fig. 9 Thin-section photomicrographs taken from an unaltered region of paste within Core-2. Both images show the same field of view under different lighting. Field of view, from left to right, is approximately 0.98 mm (0.04 in.) across.



10a. Plane-polarized light. Yellow arrows point to residual portland cement particles, estimated at 10 to 15% by volume of paste.



10b. Cross-polarized light. Blue arrows point to calcium hydroxide.

Fig. 10 Thin-section photomicrographs taken from an unaltered region of paste within Core-5. Both images show the same field of view under different lighting. Field of view, from left to right, is approximately 0.98 mm (0.04 in.) across.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Wet Well at Lift Station

DATE RECEIVED: February 23, 2018

LOCATION: Friendswood, Texas

EXAMINED BY: Meredith Strow

SAMPLE

Client Identification: Core-2.

CTLGroup Identification: 4633002.

Dimensions: Core diameter = 94 mm (3.7 in.); core length = 240 mm (9.4 in.); partial structure thickness.

Core Outer Surface: Dark gray, completely spalled or heavily etched concrete surface with coarse and fine aggregate particles exposed at high relief. The spalled outer surface exhibits relief of up to 3 mm (0.1 in.). Degraded, remnant fabric is present along the outer surface.

Core Inner Surface: Rough, uneven, fractured concrete surface; fracture passes around most coarse aggregate particles.

Cracks, Joints, Large Voids: None present.

Reinforcement: None present.

AGGREGATES

Coarse: Natural chert/chalcedony gravel.

Fine: Natural sand consisting of predominantly quartz and quartzite with small amounts of limestone, chert/chalcedony, feldspar, metasandstone, and few other various sedimentary and metamorphic rocks and minerals.

Gradation & Top Size: Visually appears evenly graded to an observed top size of 22 mm (0.9 in.).

Shape, Texture, Distribution: Coarse- rounded to subangular, equant with some elongated particles, uniform distribution. Fine- subangular to subrounded, equant, uniform distribution.

PASTE

Color: The paste in the outer 0.5 to 2 mm (0.02 to 0.08 in.) and locally to 5 mm (0.2 in.) is white to very light gray to beige, and terminates with a thin black stain between this region and the light gray paste in the body of the core.

Hardness: The paste in the outer 0.5 to 2 mm (0.02 to 0.08 in.) and locally to 5 mm (0.2 in.) ranges from soft and powdery to moderate soft. Remainder of paste is hard.

Luster: Dull to subvitreous.

Paste-Aggregate Bond: Moderately tight. When struck with a geology hammer in the petrographic laboratory, the concrete fractured through the majority of the coarse aggregate particles.

Air Content: Estimated 2 to 3%; concrete is not air-entrained.

Depth of Carbonation: Paste is fully carbonated to 0.5 mm (0.02 in.) and partially carbonated to 5 mm (0.2 in.).

Calcium Hydroxide*: Estimated at less than 3%; fine crystallinity. Paste is leached of calcium hydroxide in the outer 11 mm (0.4 in.).

Residual Portland Cement Clinker Particles*: Estimated 14 to 18%.

Supplementary Cementitious Materials: None present.

Secondary Deposits: An abundance of ettringite is present throughout the depth of the core, lining to filling many voids. Ettringite deposits are also common along the outer surface.

MICROCRACKING: Very few short, surface parallel microcracks are present within the outer 0.5 to 2 mm (0.02 to 0.08 in.) of paste and pass around aggregate particles.

ESTIMATED WATER-CEMENT RATIO: 0.37 to 0.42.

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*percent by volume of paste

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Wet Well at Lift Station

DATE RECEIVED: February 23, 2018

LOCATION: Friendswood, Texas

EXAMINED BY: Meredith Strow

SAMPLE

Client Identification: Core-5.

CTLGroup Identification: 4633005.

Dimensions: Core diameter = 94 mm (3.7 in.); core length = 230 to 280 mm (9.1 to 11 in.); partial structure thickness.

Core Outer Surface: Dark brown, substantially spalled concrete surface with coarse and fine aggregate particles exposed at high relief. The majority of the outer surface is spalled to a maximum depth of 39 mm (1.5 in.) from the core outer surface. Approximately 25% of the surface is a flat, even, coated concrete surface with no exposed aggregate particles.

Core Inner Surface: Rough, uneven, fractured concrete surface; fracture passes around most coarse aggregate particles.

Cracks, Joints, Large Voids: None present.

Reinforcement: None present.

AGGREGATES

Coarse: Natural chert/chalcedony gravel.

Fine: Natural sand consisting of predominantly quartz and quartzite with small amounts of limestone, chert/chalcedony, feldspar, metasandstone, and few other various sedimentary and metamorphic rocks and minerals.

Gradation & Top Size: Visually appears evenly graded to an observed top size of 32 mm (1.25 in.).

Shape, Texture, Distribution: Coarse- rounded to subangular, equant with some elongated particles, uniform distribution. Fine- subangular to subrounded, equant, uniform distribution.

PASTE

Color: The paste in the outer 1 to 6 mm (0.04 to 0.2 in.) is very light beige to orange, and terminates with a very thin black stain between this region and the light gray paste in the body of the core.

Hardness: The paste in the outer 1 to 6 mm (0.04 to 0.2 in.) ranges from soft and powdery to moderately soft. Remainder of paste is moderately hard to hard.

Luster: Dull to subvitreous.

Paste-Aggregate Bond: Moderately tight. When struck with a geology hammer in the petrographic laboratory, the concrete fractured through the majority of the coarse aggregate particles.

Air Content: Estimated 2 to 3%; concrete is not air-entrained.

Depth of Carbonation: Paste is fully carbonated to a depth of 1 to 6 mm (0.04 to 0.2 in.).

Calcium Hydroxide*: Estimated less than 5%; fine crystallinity. Paste is leached of calcium hydroxide in the outer 12 mm (0.5 in.).

Residual Portland Cement Clinker Particles*: Estimated 11 to 15%.

Supplementary Cementitious Materials: None present.

Secondary Deposits: Several gypsum deposits are present along the near-outer surface, filling a few air voids and microcracks. An abundance of ettringite is present throughout the depth of the core, lining to filling many voids. Ettringite deposits are also common along the outer surface.

MICROCRACKING: Few short, surface parallel and randomly-oriented microcracks are present within the outer 1 to 6 mm (0.04 to 0.2 in.) of paste and pass around aggregate particles.

ESTIMATED WATER-CEMENT RATIO: 0.38 to 0.44.

---

*percent by volume of paste

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: 8/6/2018

Date Submitted: 8/1/2018 Dept. Clearances: T. Byrd

Prepared by: D. Murphree

Subject: Emergency Medical Service Billing and Collections

Originating Department: FMO City Attorney Review: mkf

Proceeding: Discussion & Possible Action

Degree of importance: Critical ☒ Significant ☐ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL: *RGB*	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City of Friendswood issued RFP 2018-16 to receive proposals for Emergency Medical Service Billing and Collections. There were seven proposals received from: Amerik Medical Billing, Change Healthcare, DM Medical Billing, EMS Management & Consultants, Emergicon, GMA, and Koronis.

All proposals were evaluated by City staff and EMS consultant. Top proposals were interviewed by City staff members, EMS consultant, and Friendswood EMS members. Based on the submitted proposals and interviews, staff recommends awarding the contract to Emergicon.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

An EMS billing contractor will assist in developing a revenue stream for the City and EMS services.

RECOMMENDATIONS

Recommendation is made to award the contract for Emergency Medical Service Billing and Collections to Emergicon.

ATTACHMENTS

EMS Billing RFP 2018-16
Emergicon

CITY OF FRIENDSWOOD

OFFICE OF EMERGENCY MANAGEMENT
FIRE MARSHAL'S OFFICE

REQUEST FOR PROPOSALS

EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS

RFP: #2018-16

SUBMISSION DEADLINE DATE	July 10, 2018
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335

REQUEST FOR PROPOSALS

EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS
RFP# 2018 - 16

The City of Friendswood is now accepting sealed proposals for Emergency Medical Service Billing and Collections.

DEADLINE

Sealed qualification submittals must be received by **10:00 A.M., CST, TUESDAY, JULY 10, 2018**. Applicant names of all qualifications received will be read aloud on this date at City of Friendswood, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546. Qualifications received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE

#2018-16 – EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS

DELIVERY ADDRESS

Please submit one (1) marked original and four (4) exact duplicate copies of your complete qualifications along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Friendswood
Attention: Melinda Welsh, City Secretary
910 South Friendswood
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.

POINT OF CONTACT

All inquiries regarding this RFP must be made, in writing, to **JEFF SPEARS, PURCHASING COORDINATOR**, at jspears@friendswood.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

DEADLINE FOR SUBMISSION OF QUESTIONS IS THURSDAY, JULY 5, 2018 BY 5:00 P.M.

RELEASE DATE JUNE 20, 2018

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CITY OF FRIENDSWOOD

REQUEST FOR PROPOSALS #2018-16
EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS

A. INTRODUCTION

1. The City's primary objective with regard to EMS billing and collection of fees is to maintain the highest standard of service and professionalism in communications with the public while maximizing net revenue to the city. The City intends to select a Billing agency experienced in field data billing software and hardware, EMS billing and collections.

2. Proposals are invited from all interested and qualified companies (Proposers) to provide billing and collection services for EMS fees charged to individuals for services rendered. Specifically, the City is soliciting proposals for the services of a Contractor to bill and collect all fees incurred after the award of the RFP.

3. The successful Contractor will assume complete responsibility for their own billing system, including all necessary equipment, training, and technical support; and for receiving and translating transport records from the City's system into collectible accounts. This process includes locating and billing EMS service recipients, individual and/or third party clients, filing and collecting from Medicare/Medicaid, private insurance claims and receiving and processing payments (including prompt notification to the City regarding refunding of duplicate payments or overpayments).

   The contract will also require reporting delinquent accounts to the city; resolving fee-related inquiries and complaints from EMS users, negotiating payment plans and reporting all such activity to the City with the necessary supporting documents.

B. BACKGROUND (CURRENT OPERATIONS)

1. EMS CALL DATA

The City's Emergency Medical Service (EMS) does not currently bill for services, and has never billed in the past. EMS calls for service are shown in the Table below:

EMS CALL DATA	
YEAR	**EMS CALLS**
2017	2,894
2016	2,536
2015	2,619
2014	2,589

On average, 60% of all calls result in transport to the nearest hospital. The department transports to any of three (3) area hospitals: Clear Lake Regional Medical Center, Houston Methodist St. John Hospital, and Memorial Hermann Southeast Hospital.

The Friendswood EMS averages one hundred forty-five (145) billable calls per month.

2. **FISCAL YEAR**

The City's Fiscal Year (FY) is October 1st through September 30th of the following year.

3. **DEMOGRAPHICS**

DEMOGRAPHIC CRITERIA		PAYOR MIX
2016 Estimated Population (2018 Estimated Population)	38,272 40,807	
Median Age	40.4 years	
Median Income	$95,241	
Mean Income	$130,636	
Residents in Poverty (5.8%)	2,220	Medicaid
Residents over 65 years of age (14.2%)	5,435	Medicare + Supplemental
# Residents with private or public insurance	34,552	Insurance
# Residents without insurance	3,507	Private Pay

C. SCOPE OF SERVICES

1. The City desires to contract with a qualified firm to provide emergency medical transport billing and collection services, providing a systematic and standardized recovery process for services. The City desires a seamless method for cost recovery to serve its citizens and staff as well as insurance providers.

2. The City intends to begin billing at the beginning of the 2019 fiscal year (starts on October 1, 2018).

3. The Proposer will perform analysis of the field data and submit reports as required by this RFP.

4. Data collected will be available to the City of Friendswood for review, correction and quality assurance purposes via the internet.

5. The City requires all services necessary to bill and recover fess be provided in a professional, non-aggressive manner, protecting confidential information and acting in a respectful manner to all parties involved. Additionally, all records, tracking and reporting must be reliable, detailed and accurate.

D. GENERAL REQUIREMENTS

1. The City prefers a Proposer with significant EMS billing/collection experience and is capable of face-to-face meetings when desired.

2. The Proposer will be NEMSIS III (National EMS Information System) Gold Compliant.

3. The successful Proposer must currently have a software interface with the ePCR Company and must have significant experience and knowledge of the data transfer with the respondent's billing software.

4. The successful Proposer shall accept receipt of the patient data necessary for billing. The data will come from an ePCR system compatible with ESO Solutions. It is an option that the Proposer provide hardware and software for the field collection of EMS patient and billing data, and that the Proposing Agency shall receive this information via secure internet connections in order to increase the speed and efficiency of fee processing and claims submittal.

5. The successful Proposer will be furnished with the EMS chart summaries electronically.

6. The successful Proposer will provide a continual review of Medicare, Medicaid, and insurance company policies, procedures, and changes and immediately incorporate new requirements or changes into the collection effort while making appropriate recommendations to maximize recoveries for the City.

7. The successful Proposer will adhere to and implement current privacy standards of Health Insurance Portability and Accountability Act (HIPAA) requirements; follow national electronic data interchange (EDI) standards; and use national standard codes, such as, Healthcare Common Procedural Coding System (HCPCS), and Current Procedural terminology (CPT).

8. The successful Proposer will comply with all requirements of the Texas EMS and trauma Registries and comply with all requirements and rules of the Texas Data Reporting Requirements. (Health and Safety Code, Title 2, Chapter 92, Subchapter A and Texas Administrative Code, Title 25, Part 1, Chapter 103)

9. The successful Proposer will ensure that personnel handling the City of Friendswood account are certified in ICD-10-PCS coding.

10. Ability to allow agency access to patient account status, filing dates, insurance payment data information in real time on-line access.

11. The successful Proposer must be prepared with a seven (7) day notice to allow the City to conduct a complete on-site financial/process review audit.

E. EVALUATION CRITERIA

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and the relative weight assigned to each (100 points maximum).

1. ABILITY TO PERFORM REQUIRED SERVICES – 40 POINTS

- Strong working knowledge of billing practices, opportunities and/or challenges in the State of Texas
- Experience in EMS billing and collections

2. UNIQUE FEATURES OR FUNCTIONS OF YOUR PROPOSAL – 25 POINTS

3. ABILITY TO COMPLY WITH CITY'S REQUIRED IMPLEMENTATION SCHEDULE – 25 POINTS

4. QUALITY OF REFERENCES – 10 POINTS

5. FEES – 10 POINTS

6. OVERALL RESPONSIVENESS TO RFP / QUALITY OF PROPOSAL – 5 POINTS

- The responses by the Proposer shall follow the outline as noted in Section G., Items 1-34.

F. EVALUATION PROCESS

Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. Each proposal will be reviewed independently based solely on the merits of the proposal. All proposals will be evaluated based on products reliability and ease of use, reference checks, and all Federal and state compliance issues. The City will not award this proposal based solely on financial considerations; all components will be considered.

G. PROPOSAL RESPONSE

In order to be considered responsive, the Proposer shall submit with their proposal such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner. Such documentation shall consist of no less than the following:

1. Provide a brief profile of your company to include but not limited to personnel, years involved in the industry, other areas of expertise, and Texas EMS provider customers with the size of their service.

2. Provide your specific experience in billing ambulance fees; including any information on billing for other similar governmental agencies. Include your length of time in the ambulance billing business.

3. Provide your service offering, benefits, and specific knowledge related to Texas-based EMS billing and electronic patient records.

4. Describe how you currently submit claims electronically to Medicare, Medicaid, and major private insurance companies.

5. How many bills does your company per year generate?

6. What is your turnaround time to process a bill for Medicare, Medicaid, self-pay or private insurance?

7. Discuss your quality assurance process and those firm processes that you feel generate increased collections.

8. Describe your process for evaluating and addressing outstanding accounts receivables from previous years, and anticipated outcomes and typical best practice results from your process.

9. What methods do you use to communicate with the provider?

10. Can custom reports be created based on specific criteria?

11. Describe your process to stay current on Medicare/Medicaid changes.

12. Describe the City's capabilities to see financial data in real time, including the ability to allow the city access to patient account status and other similar information in real time online access.

13. Describe how are you currently compliant with HIPAA and identify theft protection?

14. Explain the process if an ePCR is missing information such as patient's demographics, insurance, MOT, PCS, and other related information needed to submit a bill.

15. How do you handle any discrepancies noted in an ePCR?

16. Describe the policies and commitments you have in place to comply with all Federal and State laws governing insurance billing requirements.

17. Describe your policy and commitment toward providing superior customer service; including training and monitoring of your employees' performance.

18. Describe the training and certifications that are required for insurance coders in your company.

19. Do you provide support during normal business hours by phone and/or on-line? What are your hours of operation?

20. How many account representatives, coders and/or supervisors will be dedicated specifically to City accounts?

21. Describe the process used when your office receives a request for records by a lawyer or private citizen.

22. Has your company been the subject of an investigation and found guilty in a fraud or abuse case? If yes, what was the outcome?

23. Have you provided billing services for a company that has been found guilty in a fraud or abuse case? If yes, what was the outcome?

24. Describe the process for remitting collections to the City and a typical schedule per month for submitting those collections.

25. Describe how a patient's credit card transaction is secure from fraudulent activity.

26. Do you have Cyber Liability and Data Breach Response Declarations of Coverage? If so, what are your limits?

27. Describe your policy and commitment toward providing superior customer service; including training and monitoring of your employees' performance.

28. Describe how customer payments are received and how disbursements are to be handled.

29. Describe any network/Internet connectivity and bandwidth requirements including any special software requirements.

29. Describe how data is backed up and how the backups are tested (recovery testing).

30. Detail your technical support capabilities and response times to problems.

31. Describe your implementation schedule and provide a timeline that would include a start date of October 1, 2018.

32. Do you have Errors and Omissions Liability Insurance coverage? If so, describe your coverage limits?

33. What is your General Liability coverage per occurrence?

34. **FEES/PRICING**

    Please include details for the pricing model offered as well as a projection of revenue generated for three (3) years, and provide basis and assumptions.

35. **REFERENCES**

    A minimum of three (3) references must be submitted with each bid.

ATTACHMENT A

TERMS AND CONDITIONS

MULTIPLE CONTRACTORS

The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City. In compliance with 2 CFR 200.321(b)(3), the City will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 2 CFR 200.321(b)(4), the City will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises.

DOCUMENTATION

Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION

The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS

Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor. Vendors will be chosen according to **Texas Local Code 252.043 (h).** *If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.*

After receipt of the proposals, City of Friendswood will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

COSTS TO SUBMIT

The City of Friendswood will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS

Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Proposer.

A. **WORKER'S COMPENSATION INSURANCE** as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00;

B. **EMPLOYERS LIABILITY INSURANCE** protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $100,000.00.

C. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $1,000,000.00 per each occurrence/$2,000,000.00 aggregate; Property Damage $1,000,000.00 per each occurrence;

D. **EXCESS LIABILITY INSURANCE** Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of $5,000,000.00 excess of specified limits;

E. **PERFORMANCE BOND AND PAYMENT BOND, IF REQUIRED**, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Friendswood Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: http://www.ci.friendwood.tx.us/Legal-Notices. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS

Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Friendswood is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office, City of Friendswood, City Hall, shall be the official time of receipt.

ALTERING PROPOSALS

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD

The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

BECAUSE THE CITY IS A GOVERNMENTAL ENTITY THAT MUST FOLLOW STATE AND FEDERAL LAWS AND HAS AN OBLIGATION TO PROTECT ITS TAXPAYERS, THE CITY REQUIRES THAT CERTAIN TERMS BE INCLUDED IN THE CONTRACT THAT RESULTS FROM THIS SOLICITATION. YOUR RESPONSE TO THIS SOLICITATION IS AN OFFER TO CONTRACT WITH THE CITY BASED ON THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THIS SOLICITATION. IF ANY OF THE MANDATORY CONTRACT TERMS ARE UNACCEPTABLE TO YOU, PLEASE DO NOT RESPOND TO THIS SOLICITATION.

CONFLICTING PROVISIONS

The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract or document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS

The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

INDEMNIFICATION

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, 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 of for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

CONFIDENTIALITY

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the City and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the City after the contract has been awarded, the City will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

GOVERNING LAW AND VENUE

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS

The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Friendswood. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Friendswood, including affiliations and business and financial relationships such persons may have with City of Friendswood officers.

By doing business or seeking to do business with the City of Friendswood, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

ATTACHMENT B

TEXAS GOVERNMENT CODE REQUIREMENTS

TEXAS GOVERNMENT CODE, CHAPTER 2252

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.

TEXAS GOVERNMENT CODE, CHAPTER 2270

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.

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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

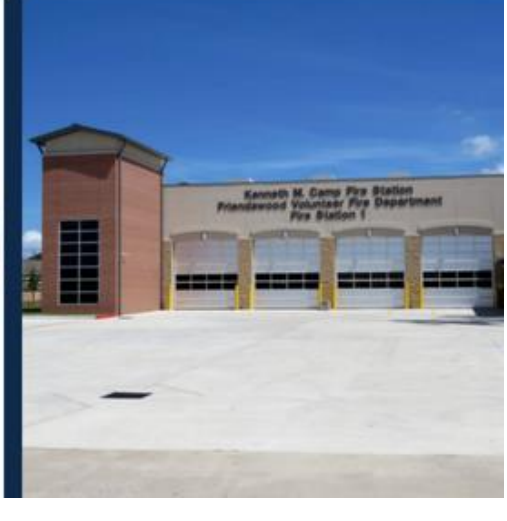
> "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
>
> "Controlling interest" means: (1) an ownership 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) service 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.
>
> "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.

Proposal #2018-16
Emergency Medical Billing And Collections

EMERGICON
emergency medicine consultants

Response to RFP #2018-16
Emergency Medical Billing and Collections
City of Friendswood, Texas
Due Tuesday, July 10, 2018 at 10 a.m.

EMERGICON, LLC
709 W. Broad Street
Suite 100
Forney, TX 75126
972-602-2060



29 June 2018

Melinda Welsh, City Secretary
City of Friendswood
910 South Friendswood
Friendswood, TX 77546

RE: RFP #2018-16 Emergency Medical Service Billing and Collections

Dear Evaluation Committee,

It is a pleasure to respond to the City of Friendswood's Request for Proposal for Emergency Medical Service Billing and Collections (RFP #2018-16). EMERGICON can meet the requirements of this RFP and hopes to provide sufficient detail and motivation for the City to choose EMERGICON as its contractor of choice. The Evaluation Committee will find that EMERGICON is especially suited to support the City if maintaining the highest standard of service and professionalism in communications with the citizens of Friendswood and surrounding areas while maximizing net revenue to the City.

EMERGICON is proud to be a wholly Texas-based company dedicated to serving only Texas EMS and Fire agencies with billing and revenue recovery services. Based in Dallas, EMERGICON can provide immediate face-to-face contact. EMERGICON was founded specifically to assist municipal based EMS providers improve their collections, understand their exposure through legal compliance, and provide exceptional customer service.

EMERGICON serves as more than a billing contractor to our clients by partnering with each of them in managing their EMS billing. EMERGICON focuses on documentation, compliance, changes in the law, and payer relationships to manage what is often misidentified as a simple billing role. EMERGICON's clients continue to be our best "selling tool" to new clients by reinforcing our commitment to the highest level of service and record cash collections.

EMERGICON is compliant with all Federal, State and local laws and regulations as they apply to the services that EMERGICON offers. This includes the Health Insurance Portability and Accountability Act of 1996 and the Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003.

I appreciate your time and consideration.

Sincerely,

Christopher Turner
President & CEO
EMERGICON, L.L.C.

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THE EMERGICON DIFFERENCE

Not all billing companies are created equally.
Take a look at what sets EMERGICON apart from the pack.

PEOPLE-CENTRIC

EMERGICON is a people-centric company. EMERGICON treats everyone with respect - from you, to your staff, your patients and your community.

24/7 LIVE WEB REPORT ACCESS

With EMERGICON, you have access to real-time data and reports 24 hours a day, 7 days a week. No VPN. No waiting.

DATA-DRIVEN DECISIONS

The Analytics Team at EMERGICON makes you smarter by providing insights based on the reports generated from your data.

WE SPEAK TEXAN

EMERGICON only serves Texas emergency medical services. All EMERGICON employees work and live in Texas.

HIGHEST POSSIBLE CASH COLLECTIONS

EMERGICON has increased cash collections for every single client, enabling our clients to better serve their communities.

EMERGICON.COM

Introduction to EMERGICON

EMERGICON is a Texas-based EMS billing company founded in 2006 and now serving more than 140 Texas clients. We are exceptionally experienced with billing insurance companies, including Medicare, Medicaid, Third Party Insurances, HMO's, Commercial Insurances, Auto Insurances, Workers' Compensation, and patient billing. Frankly, any company providing billing services in the state of Texas cannot duplicate our experience. Our experience in the billing industry and ability to recognize the complexity and frequent changes of healthcare laws, hiring qualified and reliable staff, applying the learned ability of the clinical disciplines, such as Continuous Quality Improvement (CQI), and conducting peer reviews, lead to the creation and success of EMERGICON. We are routinely engaged to perform analysis of other billing companies, allowing us to further identify potential weaknesses in the billing process. As a result of our experience and ongoing analysis, EMERGICON has what we can prove to be the very best billing process that, in fact, maximizes collections.

EMERGICON's superior experience, with successful results in ambulance services billing, is documented and well known across the state of Texas. Our goal is to remove the burdens associated with EMS billing from our clients. We handle all aspects of EMS account management including coding, billing, payment posting, accounts receivable follow-up, compliance, and responding to attorney's requests for medical records.

We use the JefBar Ambulance Billing Software. The software is based on GAAP financial principles, is HIPAA compliant, and integrates seamlessly with the ESO Solutions suite. We are very pleased and experienced with the software, as well as the interface and seamless integration with ESO Solutions' ePCR Suite.

ESO and EMERGICON have worked together successfully for several years to provide timely and dependable ePCR and billing services for mutual Texas clients. We believe that our partnership with ESO Solutions delivers an easy export of patient care data to help ensure faster billing cycles and better returns. ESO has dedicated team members committed to ensure that the ESO-JefBar billing interface provides all the information necessary to create a successful data transfer from ESO to JefBar.

EMERGICON was formed by Christopher Turner, MHA, in 2006. Prior to founding EMERGICON, Christopher Turner was the Chief Financial Officer for CareFlite. While at CareFlite, Christopher increased cash collection by more than $6 Million by restructuring the entire billing process, implementing an ePCR solution, and educating the crews on documentation.

Christopher has additional experience in emergency medicine having been a director at EmCare and UnitedHealthCare. Christopher has hired staff members that have EMS operational, as well as EMS billing, backgrounds. With a combined 70 years in the industry, as EMS Provider and managers of EMS provider-based billing, EMERGICON management and staff have experience that cannot be duplicated. It is this experience and the learned ability to apply the clinical disciplines such as CQI and peer review to EMS billing that led to the creation and success of EMERGICON.

Qualifications and Experience

EMS service providers are sometimes lured in by ambulance billing companies who promise extremely low commission rates and reimbursement guarantees that are "too good to be true." Making the wrong hiring decision can have devastating results for service providers, patients and in many cases, the taxpayer. When an ambulance billing company gets it wrong, they expose clients to lost revenues, patient complaints, and even litigation. It doesn't have to be that way.

At EMERGICON, we believe in getting it right the first time. Our clients depend on our team's 70 years of collective experience in ambulance billing to secure reimbursement effectively and compassionately. We make sure our clients get the best rate of reimbursement possible and that they enjoy the best customer service along the way.

Patient identification - The first difference in billing for EMS is patient identification. Paramedics are often faced with patients who are unconscious, altered mentally or in significant pain. This makes patient identification often times difficult to impossible. EMERGICON believes that it is our job, not the medic in the field, to identify not only the patient, but the payer source as well. This is a diligent process that involves many layers at EMERGICON. As mentioned previously, EMERGICON does not allow a single biller to identify a patient as Private Pay without a secondary search for payer information. Further, EMERGICON often finds payers for patients that even the receiving hospital has missed. Any ambulance billing contractor that claims to have a "proprietary" or "patented" system for scrubbing patient data for payer information is not being entirely honest. There are no databases that capture this information and maintain it with any accuracy.

Finding hidden money - A key differentiator at EMERGICON is our tenacity. We are passionate about achieving claims resolution. EMERGICON will review and rework The City of Corsicana's outstanding ambulance receivables to seek additional revenue opportunities. Other ambulance billing contractors are not willing to do this extra work. Claims Recovery, as we have titled this service, requires an in-depth knowledge of denials and payer research. EMERGICON has recovered well over $3M dollars for our clients including the cities of Baytown, Beaumont, Carrollton, Coppell, Dickinson, Flower Mound, Little Elm and The Colony.

Expertise - We focus exclusively on the Texas EMS billing and collections market and are an expert in the intricacies of the specific needs and requirements of ambulance billing fees and ever-changing healthcare laws. We do not provide "one-size-fits-all" services—we pay attention to the varying needs of differing locales, payer mixes, and reimbursement requirements, and provide the same level of service to rural services as we do suburban or urban.

Our system—both billing and ePCR—is HIPAA compliant, meeting all State and Federal confidentiality, security, and transaction coding requirements.

EMERGICON's culture is customer focused and we care deeply about processing claims accurately so that any size of government—not just the largest government with the

most money—may recover ambulance transport costs to avoid subsidizing costs to taxpayers. Our success is driven by value-added services: exceptional customer support, unique collections processes, and applying the tenants of Continuous Quality Improvement (CQI) to our processes.

Our customer service hours meet, and exceed, normal business hours in the case of ePCR support (24/7/365). Further, our agencies have web access to patient account status, filing dates, insurance payment data information...in real time, online access.

Our clients know that we pay attention to the varying needs of differing locales, payer mixes, and reimbursement requirements, and provide the same level of service to rural services as we do suburban or urban.

Experience - After seven years in business, EMERGICON serves 60+ governmental or provider entities, and only in Texas, generating 135,000+ bills per year. We have a solid reputation in exceeding our clients' expectations in cash collections and customer service and focus exclusively on the Texas market. We are experts in the intricacies of the needs and requirements of ambulance billing fees and changing healthcare laws in Texas and the nation.

We do not provide "one-size-fits-all" services and we only provide services for EMS billing, as we believe that this intense focus provides the greatest recovery opportunity for government agencies. We pay attention to the varying needs of differing locales, payer mixes, and reimbursement requirements, and provide the same level of service to rural services as we do suburban and urban.

EMERGICON's culture is customer focused and we care deeply about processing claims accurately so that any size of government—not just the largest government with the most money—may recover ambulance transport costs to avoid subsidizing costs to taxpayers.

When we start an engagement, we focus on the payer mix and the transport type, and in almost every instance, we find that we can recover an average of $100 more per claim than previously collected. How do we accomplish this? Due to our customer-facing business approach: we make every attempt to submit claims accurately the first time. Our procedural model is so successful that in one of EMERGICON's most compelling examples, collections almost tripled in a northeast Dallas suburb.

EMERGICON focuses entirely on EMS transport billing. Unlike billing environments in a physician's office or hospital department, EMS billing is completely unique in that all diagnosis and coding, and sometimes even patient identification, is performed after the treatment of the patient and usually in non-office environments, whether on-site, in transit, or rolling into the hospital. We know this environment can lead to gaps in information and we make every attempt to correct or validate the information as soon as possible and prior to billing submittal.

One important difference that EMERGICON offers to the City is our commitment to work only with EMS providers in Texas. The reason we made this decision, and why it

is important to the City, is that payers are locally focused. Medicare is a federal law but administered locally by Novitas. Medicaid is a Texas state program and Medicaid programs vary significantly from state to state. Blue Cross, UnitedHealthcare, Aetna, Cigna and all other insurance providers vary from state to state. We at EMERGICON believe in doing one thing and doing it better than any competitor. By trusting that a national provider of EMS billing can provide the same quality of service, knowledge and experience to the City—exactly as they provide to any other entity across the nation—is debatable. EMERGICON has been able to identify, very specifically, how national competitors often overlook the many subtle differences in Texas EMS billing.

Other billing companies make a common mistake of trying to automate the process of EMS billing, as it works in their other billing lines of service. However, there are significant differences in EMS billing that make automation impossible. The best value can only be offered to clients through billing providers focused on education, knowledge, ongoing training, and CQI.

Focusedstaff- EMERGICON has two offices in the greater Dallas area. The Dallas office serves largely all administrative functions, while the East Texas office is responsible for all claims processing.

EMERGICON has 50+ personnel of which a majority are specifically dedicated to billing. EMERGICON has extensive experience exclusive to Texas EMS billing, claims recovery, and collections services. Other billing companies try to perform EMS billing in addition to billing for physicians and hospitals. Unlike a physician or hospital, EMS billing is completely unique in that all diagnosis and coding, and sometimes even patient identification, is performed after the treatment of the patient. Other billing companies with experience solely in other areas of healthcare make a common mistake of trying to automate the process of EMS billing, as it works in their other billing lines of service. However, there are significant differences in EMS billing that make automation impossible. We believe in the human touch. The best value can only be offered to clients by highly trained and focused specialists who've undergone and continue to receive proper training and CQI.

Continuing education - EMERGICON continually pursues ongoing education and training. EMERGICON has a goal to certify each of our billers through the National Association of Ambulance Coding for Certified Ambulance Coders. Additionally, we frequently send staff to the Texas EMS Conference, Texas Ambulance Association conference, Zoll Summit, ESO Wave and PWW ABC3 conference.

Proposal Documentation

1. Provide a brief profile of your company to include but not limited to personnel, years involved in the industry, other areas of expertise, and Texas EMS provider customers with the size of their service.

EMERGICON, LLC, is proud of being a wholly Texas-based company dedicated to serving only Texas EMS and fire agencies with billing and revenue recovery services. EMERGICON, based in Dallas, was formed in 2006 to fill a need in the ambulance medical billing services industry by providing a service-oriented solution for processing ambulance claims.

EMERGICON founder and CEO Christopher Turner, from Chief Financial Officer at CareFlite, has dedicated his professional career to healthcare financial management. Turner has first-hand knowledge of how removing the human touch from billing services increases errors, reduces collections, and negatively impacts the customer experience.

Under his guidance, EMERGICON's diverse and experienced leadership team delivers effective processes that consistently result in prompt reimbursement for EMS providers.

Brant Stovall, CCEMT-P
Director of Client Development
Account Concerns & Referrals
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bstovall@emergicon.com
1-877-602-2060 ext. 446
817-691-6469 (cell)

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Shannon Boyle
Billing Manager
Billing
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Travis Autery
Manager of QA/QI
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Privacy Officer & Credit Card Payments
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Michael Iglio
Chief Operating Officer
Feedback / Strategic Consultative Direction
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Christopher Turner, MHA
President & CEO
Feedback / Consultation
cturner@emergicon.com
1-877-602-2060 ext. 400
469-964-5988 (cell)

EMERGICON's large, growing, and dedicated team of professionals receives continuous training to maintain and improve quality, accuracy and best-in-class customer service.

Our staff of experts includes certified ambulance billing coders with unparalleled proficiency in Medicare and Medicaid programs. Our team also includes former EMTs and paramedics who bring invaluable field experience. We employ qualified support staff to offer dependable, skilled, responsive customer service while maintaining affordability for our clients.

More Texas agencies (150+) have chosen us as their billing partner than any other billing vendor. Our commitment to Texas EMS agencies means that all our people are focused on being great at EMS billing in Texas.

For example, EMERGICON serves the following clients who conduct a similar volume of transports per year as the City of Friendswood:

- Addison
- Big Spring
- Bulverde Spring Branch
- Calhoun County
- Carrollton
- Cleburne
- College Station
- Comal County
- Cooke County
- Coppell
- Deer Park
- Denison
- Dickinson
- El Campo
- Farmers Branch
- Flower Mound
- Freeport
- Georgetown
- Hood County
- Jacksonville
- Keller
- Little Elm
- Mansfield
- Marshall
- Mineral Wells
- Rowlett
- San Marcos Hays County
- Southlake
- The Colony
- Victoria

For anybody that's considering giving EMERGICON a shot, I think it's the best thing you can do for your agency, for your people, for your bottom line. They've set the bar very high for billing services in the state of Texas.

Chase Nielsen – Former EMS Director, El Campo

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2. Provide your specific experience in billing ambulance fees; including any information on billing for other similar governmental agencies. Include your length of time in the ambulance billing business.

Since its inception, EMERGICON has focused singularly on emergency medical billing, serving only Texas communities. EMERGICON has provided billing for The Colony (population 36,328) since 2007 and Coppell (population 38,659) since 2011, as well as Dickinson (Galveston County) since 2011 and Deer Park (Harris County) since 2016. The leadership and staff at EMERGICON offer more than 70 years of combined billing experience. EMERGICON has provided billing services since its founding in 2006. EMERGICON will process 1 million emergency medical services claims by the close of fiscal year 2018.

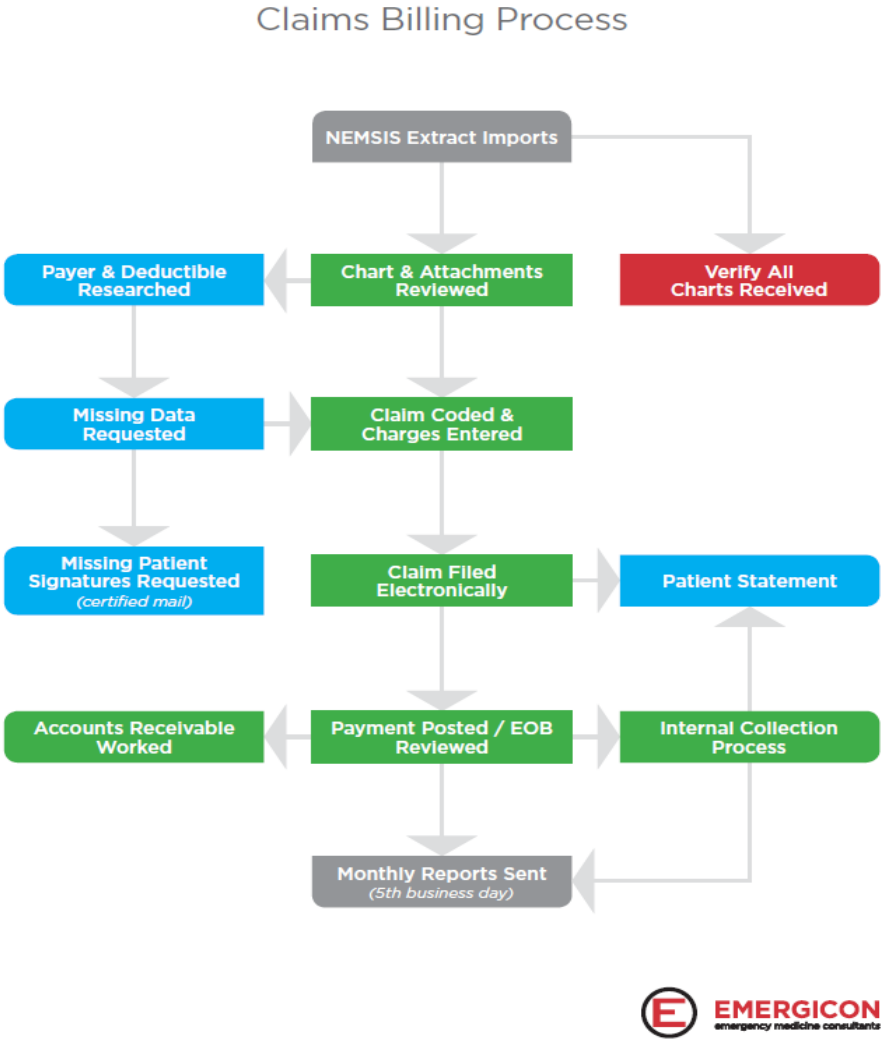
3. Provide your service offering, benefits, and specific knowledge related to Texas-based EMS billing and electronic patient records.

EMERGICON offers the following services: ambulance billing, Medicare/Medicaid credentialing, collections services, TASPP support, *Claims Recovery* service, training & education support, fire recovery billing, and flexible, in-depth, easily accessible real-time web reporting.

EMERGICON is the expert in Texas emergency medical billing. All EMERGICON training, education, and development are centered around Texas EMS laws, regulations, and requirements.
Every state is different – from scope of practice rules to the way each state implements federal programs like Medicare and Medicaid and even the way that commercial insurers operate. Billing companies who bill across multiple states can't possibly keep up with all the regulation and law changes in an efficient way. By not understanding Texas billing the way EMERGICON does, other billing companies are likely to miss opportunities for cash collections.

Our clients comment that the benefits of working with EMERGICON include exceptional customer service (Chief Scott Lail, Cleburne Fire Department), integrity and honesty (EMS Director Tim McIntosh, Port Aransas), increased cash revenues (EMS Director Paul Smith, Parker County/LifeCare EMS), easy to work with staff (District Administrator Diane Powell, Sabine County Hospital District), and unmatched credibility and experience (Division Chief Ricky Reeves, City of Lewisville).

4. Describe how you currently submit claims electronically to Medicare, Medicaid, and major private insurance companies.



We understand that billing for ambulance transports has a lot of challenges around gathering patient identification and insurance information. Paramedics are often faced with patients who are unconscious, altered mentally or in significant pain, which makes patient identification somewhere between difficult to impossible.

EMERGICON believes that it is our job - not the medic in the field - to identify not only the patient, but the payer source as well. This requires diligent application of processes and hard work by a human being to find and verify patient information with the goal of getting claims paid. As such, EMERGICON does not allow a single biller to identify a patient as Private Pay without a secondary search for payer information. Furthermore, EMERGICON often finds payers for patients that even the receiving hospital has missed.

Each claim is reviewed, coded, and billed electronically through the Trizetto Clearinghouse. This diligent and focused process provides reimbursement on the claims in the following check cycle, which is one week, reducing risks of denials and getting immediate payment status. Our billing teams immediately begin working on any claims that are rejected or denied, to maximize cash collections.

5. How many bills does your company per year generate?

EMERGICON generates 185,000+ claims per year.

6. What is your turnaround time to process a bill for Medicare, Medicaid, self-pay or private insurance?

Medicare: We bill Medicare the day following transport. Clean Medicare claims will pay by electronic remit in fourteen days. On the fifteenth day, any unpaid Medicare claim is reviewed and compared to other claims sent in the same batch. Medicare is called, the status of the claim is obtained, and the claim is appealed or refiled as necessary.

A Medicare co-pay statement is issued to patients for their 20% patient responsibility.

Medicaid: We bill Medicaid claims the day following transport. However, because patients are frequently in process to enroll in Medicaid after the date of transport, EMERGICON's policy is to continue to review transports for 95+ days to verify eligibility. In this way, EMERGICON captures far more eligible Medicaid patient claims than our competitors.

Private Pay: Our goal is to help the patient identify insurance resources to pay their bill whenever possible. Therefore, patients are sent a Private Pay statement within five days of the date of transport requesting insurance information and notifying of the balance due. The patient is then sent another statement at thirty days and sixty days from transport. Additionally, EMERGICON's Patient Accounts staff are attempting to reach the patient by phone every thirty days. If the patient owes a balance, we work with them as much as possible to set up a payment plan that represents the City and in a way that is compassionate and respectful.

Claim payments, explanation of benefits, and remittance advices are reviewed daily from the bank's lockbox service via Cash Manager. Claims are reviewed for denials, low pays (short pays) and no pays. Medicare and Medicaid pay from the approved Federal and state schedules. As payments are posted the contractual allowance (the difference between the charge and the allowable amount per federal law) is posted for Medicare and Medicaid accounts. The patient will have received an Explanation of Benefits by the time the letter is received and understand their obligation for payment.

Commercial Insurance: Commercial insurance claims typically take forty-five or more days to pay. Proper claim submission is confirmed as part of the electronic billing process. If forty days have passed with no payment, an EMERGICON staff member calls the commercial payer and status of the claim is checked. If the claim is still

processing, an EMERGICON staff member will talk to a live person at the insurance company. EMERGICON staff have the experience in communicating with commercial insurance carriers to decrease delays in payment from them. Texas Department of Insurance regulations cite specific claims processing rules which, if not met, are punishable by fines and restitution by insurance carriers. EMERGICON's staff skills, experience, and attention to detail enables reduction in claims waiting to pay and ensure prompt pay laws are followed, thus increasing cash flow exponentially.

7. Discuss your quality assurance process and those firm processes that you feel generate increased collections.

At EMERGICON, we believe compliant and effective EMS billing, that maximizes cash collections, is a result of ongoing training, education, and a strong closed-loop CQI process. EMERGICON's CQI process is both external and internal. Our internal CQI process begins during the first ninety days of service; EMERGICON will perform a random claim audit for the City of Friendswood and share the written results with the department.

Our external process is performed quarterly by auditors at Page, Wolfberg & Wirth. Our audits are intended to review documentation by providers and how the claim was processed. Our review for compliance with federal Medicare law regarding patient and provider signatures, efficacy of documentation, and the accuracy of bills sent, and payments received. EMERGICON audits each of our clients and provides written results annually unless identified issues warrant more often.

EMERGICON also contracts for an annual outside audit, a SSAE No. 16 Type II Audit, from a qualified and independent AICPA firm. This audit is available to all our clients upon request.

Since we've started working with EMERGICON we've seen our cash revenue increase by almost 30%. Every claim is handled by a human being and not just a computer, which gives us much better results.

Paul Smith – EMS Director, Parker County/LifeCare EMS

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8. Describe your process for evaluating and addressing outstanding accounts receivables from previous years, and anticipated outcomes and typical best practice results from your process.

The ability to implement and utilize an effective follow-up process makes the difference between achieving an average collection rate and an outstanding collection rate. EMERGICON's follow-up process is known as Claims Recovery.

Claims Recovery is a continuous and ongoing review of outstanding claims to make sure that they are properly paid and resolved. Claims Recovery has been so successful that it is a separate service offered by EMERGICON. The cities of Baytown, Beaumont, Flower Mound, and Lewisville have contracted for Claims Recovery Services and have achieved record cash collections. By applying Claims Recovery inward to our Billing clients, the benefit is simple – it is far less expensive to perform billing correctly the first time than to redo it later.

In addition to the Claims Recovery process, EMERGICON will make recommendations, annually at minimum, regarding writing off bad debt.

9. What methods do you use to communicate with the provider?

EMERGICON communicates and collaborates with clients in multiple ways. Face to face meetings, video calls, text messages, emails, conference calls, and standard mail are all communication channels that EMERGICON leadership and staff use to connect with clients so that we can provide the best customer service experience possible.

EMERGICON communicates with patients in a respectful and kind way. Patients have access to 24-hour support via the online patient portal. Patients can call and speak to a person who is familiar with their individual account from 7 a.m. to 7 p.m., Monday through Friday. Any voicemail left after business hours will be returned within 24 hours.

EMERGICON interfaces with many Texas payers electronically including Medicare, Medicaid, Aetna, Blue Cross, and UnitedHealthCare. Further, we utilize two different skip tracing programs to capture current data on each patient transported. Lastly, EMERGICON works with local receiving hospitals via phone or email to identify patients who are transported as a "John or Jane Doe."

10. Can custom reports be created based on specific criteria?

Yes — EMERGICON will dedicate a significant part of the implementation process to working with the City of Friendswood to develop meaningful reports that meet your needs.

EMERGICON's ESO Solutions Ambulance billing software not only provides many unique reports, but each report can be run with a variety of selections and any database field can easily be selected to narrow down the data displayed in the report.

Thereafter, EMERGICON offers a whole new layer in customer service and support by giving our clients the flexibility to generate their own ad hoc and customizable reports whenever you need it throughout the contract. We provide this service at no extra charge. EMERGICON's Manager of QA/QI works directly with each department to build these custom reports.

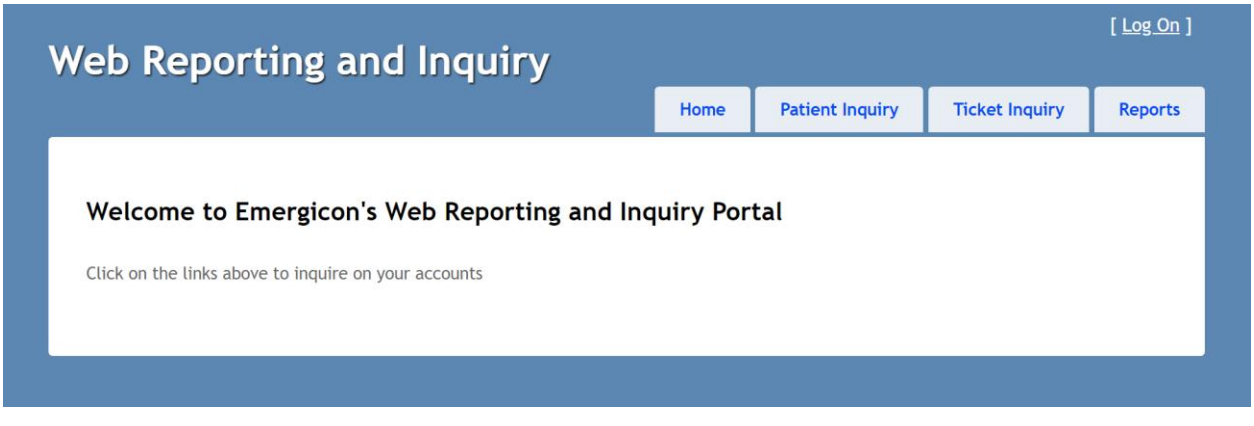
11. Describe your process to stay current on Medicare/Medicaid changes.

EMERGICON's process to stay current on Medicare/Medicaid changes is less about process and more about culture—this is our business and we make it a priority to stay current. At EMERGICON, we feel that continuing education is as important for our success as it is for the success of our clients who deliver emergency medical care.

In addition to maintaining memberships with the relevant councils and associations, we also pursue ongoing education by attending conferences (such as PWW's ABC3 conference), webinars, recurrent training, and off-site training events. We place such a high value on educational training that we sponsor an educational conference for our clients. We pass this information to our clients through newsletters, emails, phone calls, seminars, and face-to-face meetings.

12. Describe the City's capabilities to see financial data in real time, including the ability to allow the city access to patient account status and other similar information in real time online access.

EMERGICON makes all patient account information available 365 days a year in real time to the City via an online web portal. The City will have access to raw data as well as standard and custom reports. In addition, EMERGICON's manager of QA/QI is just a phone call away for support and analysis of the data.



13. Describe how are you currently compliant with HIPAA and identify theft protection?

EMERGICON has a dedicated HIPAA compliance program that consists of compliance training, oversight by a compliance officer, and detailed policies that guide how we do business.

EMERGICON partners with Page, Wolfberg and Wirth (PWW) LLC, an EMS law firm, who conducts annual audits of EMERGICON processes to ensure HIPAA compliance. PWW offers training to EMERGICON staff and clients with regard to complaint practices and any changes to the law. EMERGICON also ensures our data is safeguarded through the SOC 2 Audit. In addition, all staff members are trained and work under the direction of the Federal Trade Commission's Identity Theft Red Flag Rules to protect clients and patients from identity theft.

Certificate of Audit

An Independent Service Auditor's Report has been issued to

Emergicon

after completing a SOC 1 Type II Audit for the period of

August 1, 2016 through July 31, 2017

Damon N. Sullivan, CPA
KirkpatrickPrice LLC

KP KirkpatrickPrice

14. Explain the process if an ePCR is missing information such as patient's demographics, insurance, MOT, PCS, and other related information needed to submit a bill.

We understand that billing for ambulance transports has a lot of challenges around gathering patient identification and insurance information. Paramedics are often faced with patients who are unconscious, altered mentally or in significant pain, which makes patient identification somewhere between difficult to impossible.

EMERGICON believes that it is our job - not the medic in the field - to identify not only the patient, but the payer source as well. This requires diligent application of

processes and hard work to find and verify patient information with the goal of getting claims paid. As such, EMERGICON does not allow a single biller to identify a patient as Private Pay without a secondary search for payer information. Furthermore, EMERGICON often finds payers for patients that even the receiving hospital has missed.

EMERGICON utilizes several tools to ensure that we have correct and current insurance information. A common mistake by EMS billing agencies is to rely on the patient to provide insurance information. This is problematic for a number of reasons. EMERGICON's billing workflow includes an in-depth patient insurance research process that includes multiple sweeps and manual follow up.

Any ambulance billing contractor that claims to have a "proprietary" or "patented" system for scrubbing patient data for payer information is not being entirely honest. In reality, people change jobs, change insurance carriers and even health plans within a single payer are drastically different (i.e.: Blue Cross of Texas versus Blue Cross of New York). There are no databases that capture this information and maintain it with any accuracy for any period of time. This leaves a manual process as the best, most productive tool to identify a patient's insurance and EMERGICON allocates the resources necessary to make a significant different in our client's cash collections.

After a claim imports, the claim is manually reviewed to identify ALS, BLS, Resident, Non-resident, In District, Out of District, and Refusals. Face sheets, payer information, demographics, or any other missing data is requested from the receiving facility by fax or mail depending on the preferred method of the receiving facility. If information is not received within 24 hours, an EMERGICON staff member calls the facility. If information is not received within 48 hours, the request is resent and an EMERGICON staff member calls the facility. The claim is then coded, payer research is performed, the claims is electronically billed, and monitored for payment.

15. How do you handle any discrepancies noted in an ePCR?

EMERGICON billers review each claim for discrepancies, missing information, or information that doesn't make sense. If a discrepancy is found, a member of the billing team will reach out immediately to gain clarification.

EMERGICON is pleased that the City of Friendswood is already utilizing ESO software as experience has shown when a department uses the same software package as EMERGICON, communication between entities is more streamlined, allowing more accurate information to be shared.

It is the human element of EMERGICON's billing process that allows for more accurate claims billing and higher cash collection rates. Each EMERGICON billing specialist work with two monitors, one with the ESO Billing software and the other monitor with the patient chart in print preview format. The reason that EMERGICON's billers work with two monitors in this way is that, while it is technically possible to import every field of the ePCR to the billing software (as most billing

companies do), there are many notes in the documentation that need to be reviewed by human eyes.

For example, any mark on a signature line will register as a positive signature upon import. However, EMERGICON looks to verify that a signature was obtained, and honorifics are correct, rather than just a mark on the electronic signature line.

16. Describe the policies and commitments you have in place to comply with all Federal and State laws governing insurance billing requirements.

EMERGICON maintains memberships and attends ongoing education with the Texas EMS Alliance, Texas Ambulance Association, and ACA International [The Association of Credit and Collection Professionals]. EMERGICON is also a bonded collection agency in the State of Texas. In this way, EMERGICON management is able to remain current on any changes in state or federal law.

17. Describe your policy and commitment toward providing superior customer service; including training and monitoring of your employees' performance.

EMERGICON's core values include a never-ending pursuit of the Best Outcome for all parties, including the City of Friendswood's officials, fire fighters, EMS, and citizens. EMERGCION is Built for Service, meaning that the staff does what's best for the customer, delivers legendary customer service, listens generously, and communicates to be understood.

EMERGICON firmly believes that the patients transported are the City of Friendswood's patients and EMERGICON is simply an agent to the EMS department. This means that we follow the department's policies in every respect of collections. Further, it means that our staff are trained to recognize that the City of Friendswood demands the utmost respect when dealing with their residents and patients. As part of our ongoing training at EMERGICON, we routinely audit and listen to recorded calls between our staff and patients. From this audit process, we are able to provide feedback to our staff on their professionalism and accuracy. These recorded calls are available at any time to our clients.

Anything I needed they were able to get me in a hurry — they were constantly checking. I heard from them before Harvey saying we'll be praying for you, things like that. Again, that's where relationship goes a long way and you get that with EMERGICON.

Tim McIntosh – EMS Director, Port Aransas

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18. Describe the training and certifications that are required for insurance coders in your company.

EMERGICON has certified managers and billers through the National Association of Ambulance Coding for Certified Ambulance Coders. Additionally, we frequently send staff to the Texas EMS Conference, Texas Ambulance Association conference, Texas EMS Alliance, ESO Wave, and PWW's ABC3 conference. Ongoing training and education keep our managers and billers on top of their game.

19. Do you provide support during normal business hours by phone and/or on-line? What are your hours of operation?

Customer Service Representatives are available 7:00 a.m. to 7:00 p.m. to assist clients and patients via phone and online. Patients have 24-hour access to their account balances and information via the online patient portal that is available through EMERGICON's website, emergicon.com. Any calls or emails received outside of business hours will be responded to within 24 hours.

20. How many account representatives, coders and/or supervisors will be dedicated specifically to City accounts?

EMERGICON is more than a third-party billing company. We endeavor to be seen as an extension of the City of Friendswood. For that reason, each client is supported by three billing professionals – a pre-biller, a Tier One biller, and a commercial insurance biller- as well as specialists in payment posting, A/R, and patient accounts. These EMERGICON team members will become very familiar with the personnel and operations of the City of Friendswood to provide the best customer service possible.

The City will benefit from the support of these six (6) EMERGICON employees. In addition, the entire leadership team at EMERGICON is available for any additional questions or concerns.

21. Describe the process used when your office receives a request for records by a lawyer or private citizen.

EMERGICON handles all requests for medical records and related HIPAA Information, at no additional charge, through the electronic portal ChartSwap.

EMERGICON maintains strict policies and procedures regarding the dissemination of such information and carries insurance policies intended to offset the financial loss for our clients that could be associated with inappropriate access to HIPAA information.

22. Has your company been the subject of an investigation and found guilty in a fraud or abuse case? If yes, what was the outcome?

No. EMERGICON has not been the subject of an investigation in a fraud or abuse case.

23. Have you provided billing services for a company that has been found guilty in a fraud or abuse case? If yes, what was the outcome?

No. EMERGICON has not provided billing services for a company that has been found guilty in a fraud or abuse case.

24. Describe the process for remitting collections to the City and a typical schedule per month for submitting those collections.

EMERGICON provides monthly close reports by the fifth business day of each month. We allow approximately ten more days for the client to review the reports and then collections are remitted to the City by check or ACH based on the City's preference.

25. Describe how a patient's credit card transaction is secure from fraudulent activity.

Patient's credit card payments are accepted through the online payment portal at https://www.patientportal.me/emergiconTX. The patient portal carries McAfee and Norton security badges. PatientPortal.me is a Trademark of Salucro Healthcare Solutions LLC. Salucro's privacy policy can be found here: https://www.patientportal.me/pages/protect_privacy.

Internally, all EMERGICON employees are trained and abide by the Federal Trade Commission's Identity Theft Red Flag Rules to ensure a patient's information stays secure.

26. Do you have Cyber Liability and Data Breach Response Declarations of Coverage? If so, what are your limits?

Yes – EMERGICON will provide the insurance as required by the City.

27. Describe your policy and commitment toward providing superior customer service; including training and monitoring of your employees' performance.

EMERGICON's core values include a never-ending pursuit of the Best Outcome for all parties, including the City of Friendswood's officials, fire fighters, EMS, and citizens. EMERGCION is Built for Service, meaning that the staff does what's best for the customer, delivers legendary customer service, listens generously, and communicates to be understood.

EMERGICON firmly believes that the patients transported are the City of Friendswood's patients and EMERGICON is simply an agent to the EMS department. This means that we follow the department's policies in every respect of collections. Further, it means that our staff are trained to recognize that the City of Friendswood demands the utmost respect when dealing with their residents and patients. As part of our ongoing training at EMERGICON, we routinely audit and listen to recorded calls between our staff and patients. From this audit process, we

are able to provide feedback to our staff on their professionalism and accuracy. These recorded calls are available at any time to our clients.

EMERGICON is very easy to work with. They are always a phone call away and they make billing easy for us and for our patients.

Diane Powell – District Administrator, Sabine County Hospital District

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28. Describe how customer payments are received and how disbursements are to be handled.

EMERGICON willingly accepts checks by phone, debit, and credit card payment from patients to facilitate prompt payment. EMERGICON provides two convenient phone numbers: 877-602-2060 and 972-602-2060, as well as an e-mail address (billing@emergicon.com) for patients.

Customer Service Representatives are available 7:00 a.m. to 7:00 p.m. to assist patients. EMERGICON will gladly work with any walk-in payment locations of the City's choosing and has developed an online payment portal through www.Emergicon.com/paymybill.

If a patient is owed a refund, EMERGICON handles the reimbursement of that patient via check as part of our services. This service is provided at no extra cost, to save the City of Friendswood the time and effort handling patient refunds could take.

29. Describe any network/Internet connectivity and bandwidth requirements including any special software requirements.

EMERGICON does not have any special software or technical requirements for its clients. We defer to ESO for any system requirements regarding the ePCR software.

30. Describe how data is backed up and how the backups are tested (recovery testing).

In accordance EMERGICON best practices, EMERGICON creates backup of all sensitive electronic material. The purpose of the Data Backup Policy and related process is to ensure that all data is correctly backed up in a timely manner and preserved according to the business, legal, and regulatory requirements. The data backup process helps ensure that all data backups are performed in a controlled manner through a process that clearly documents what data needs to be backed up and ensures that all details are reviewed so that the need, priority, risk and impact are clearly understood and addressed.

Bare Metal, full backups of EMERGICON servers shall be performed and stored locally on our Veeam Appliance, as well as with CVM's cloud service (off-site) on a regularly

scheduled basis in order to be available in the event of an emergency (i.e., equipment failure, interruption to normal processing, etc.).

Retention periods have been established for all backups to ensure EMERGICON's, legal, and regulatory requirements are satisfied.

Keep all backups for 3 days
Then keep 1 backup per hour for 2 days
Then keep 1 backup per day for 4 days
Then keep 1 recovery point per week for 3 weeks
Then keep 1 recovery point per month for 6 months
Then keep 1 recovery point per year for 10 years

EMERGICON has prioritized our servers for backup purposes.

Backups will be made of EMERGICON servers to the local Veeam Appliance on the following schedule, based on priority level:

Critical - Every 30 minutes on weekdays, every 60 minutes on weekends
High – Every 30 minutes on weekdays, every 4 hours on weekends
Medium – Every 2 hours on weekdays, every 8 hours on weekends
Low – Every 4 hours on weekdays, every 12 hours on weekends

Backups of EMERGICON servers are replicated to the CVM Cloud Daily.

At a minimum, restores will be tested on a quarterly basis.

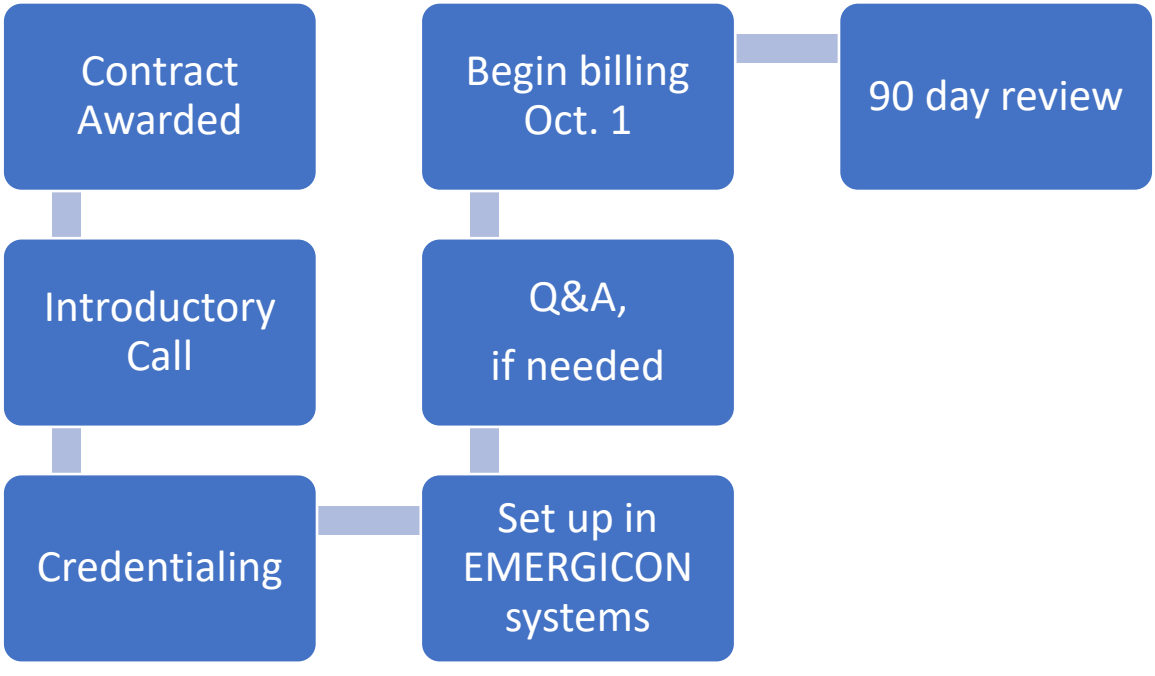
This backup policy is verified annually during our SOC1 Type 2 external audit, conducted by KirkpatrickPrice, a licensed CPA and PCI QSA firm, registered with the PCAOB, providing assurance services to over 700 clients in more than 48 states, Canada, Europe, and Asia. The firm's senior-level auditors have over 400 years of combined experience in information security by performing assessments, audits, and tests, which strengthen information security and compliance controls. We most commonly provide advice on PCI, SOC 1, SOC 2, GDPR, HITRUST CSF, HIPAA, ISO 27001, FISMA, and CFPB frameworks.

31. Detail your technical support capabilities and response times to problems.

EMERGICON endeavors to respond to all requests within 24 hours and will coordinate efforts to work through any technical challenges. We prefer to defer to ESO technical support as they are the experts in maintaining the billing software.

32. Describe your implementation schedule and provide a timeline that would include a start date of October 1, 2018.

EMERGICON will begin implementation of the City's EMS billing program upon notification of award with the goal of going live with billing the City of Friendswood's accounts on October 1, 2018, at 30 days.



33. Do you have Errors and Omissions Liability Insurance coverage? If so, describe your coverage limits?

Yes – EMERGICON maintains the following coverage limits: $2,000,000 for each claim; not to exceed $4,000,000 for all claims in the aggregate.

34. What is your General Liability coverage per occurrence?

Yes – EMERGICON maintains the following coverage per occurrence: $1,000,000.

Fees/Pricing

EMERGICON proposed a commission of 6% (six percent) of cash collections. Three year financial projections are below:

	Year 1	Year 2	Year 3	Totals
Call volume inflationary factor		3.0%	3.0%	
Gross Charges	$ 2,853,773	$ 2,939,387	$ 3,027,568	$ 8,820,728
Cash Collections	$ 1,033,043	$ 1,064,034	$ 1,095,955	$ 3,193,032
ALS2	2%	2%	2%	2%
ALS - Emergency	68%	68%	68%	68%
BLS - Emergency	30%	30%	30%	30%
Medicare	42%	42%	42%	42%
Medicaid	2%	2%	2%	2%
Commercial	40%	40%	40%	40%
Private Pay	16%	16%	16%	16%
Gross charge per transport	$ 1,643.50	$ 1,692.81	$ 1,743.59	$ 1,643.50
Cash per transport	**$ 594.93**	**$ 612.78**	**$ 631.17**	**$ 594.93**
Annual Transports	1,736	1,788	1,842	5,367
Commission				
6.0%	$ 61,982.56	$ 63,842.04	$ 65,757.30	$ 191,581.91
Net cash to City	**$ 971,060.17**	**$ 1,000,191.97**	**$ 1,030,197.73**	**$ 3,001,449.87**

Recommended Fee schedule:

	Freeport	Peninsula	Deer Park	Dickinson	Southeast	Average	Recommended
ALS	$1,200.00	$1,600.00	$1,000.00	$940.50	$855.00	**$1,119.10**	**$1,100.00**
ASL-2	$1,400.00	$2,000.00	$1,100.00	$990.00	$900.00	**$1,278.00**	**$1,200.00**
BLS	$1,000.00	$1,500.00	$900.00	$865.70	$787.00	**$1,010.54**	**$1,000.00**
ALS Disposables	$341.50	$425.00	$375.00	$381.00	$472.10	**$398.92**	**$400.00**
BLS Disposables	$241.50	$325.00	$225.00	$207.00	$171.50	**$234.00**	**$200.00**
Oxygen	$149.60	$150.00	$125.00	$130.90	$119.00	**$134.90**	**$125.00**
SCT	$1,850.00	$2,500.00	$1,100.00	$1,829.26	$1,662.96	**$1,788.44**	**$1,663.00**
TNT	$400.00	$250.00	$100.00	$192.50	$250.00	**$238.50**	**$150.00**
Ground Mileage	$21.00	$24.00	$15.00	$16.50	$15.00	**$18.30**	**$18.00**

Additionally, EMERGICON offers Texas Ambulance Supplemental Payment Program service, as well as, fire cost recovery. These services can be added to our standard Service Agreement but would need to be assessed a commission based on projections at that time.

References

Georgetown Fire Department 3500 DB Wood Road Georgetown, TX 78628 Implementation Date: October 1, 2016 Chief- Hank Jones 512-930-6104 hank.jones@georgetown.org	Peninsula Emergency Medical Services 2401 7th Street High Island, TX 77623 Implementation Date: April 1, 2016 EMS Director – Matt Summers 832-917-9890 just1blacktip@gmail.com
City of El Campo 1011 West Loop El Campo, TX 77437 Implementation Date: January 1,2014 EMS Director– Garrett Bubela 979-541-5053 gbubela@cityofelcampo.org	City of Deer Park 2211 East X Street Deer Park, TX 77536 Implementation Date: March 1, 2016 EMS Director - Robert Hemminger 281-478-7298 rhemminger@deerparktx.org
City of Dickinson 4403 Hwy 3 Dickinson, TX 77539-6840 Implementation Date: Nov. 9,2011 EMS Director- Derek Hunt 281-534-3031 dhunt@ci.dickinson.tx.us	City of Freeport 131 E. 4th St. Freeport, TX 77541 Implementation Date: January 1, 2015 Chief- Christopher Motley 979-233-2111 cmotley@freeport.tx.us

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: 08/06/18

Date Submitted: 08/01/18 Dept. Clearances: Parks & Rec

Prepared by: James Toney

Subject: Ratifying the Cancelation Notice of Mowing Bid No. 2018-02 – City Facilities to include Medians, Esplanades and Parks with Special Touch Landscaping, Inc.

Originating Department: Parks and Rec City Attorney Review: Yes

Proceeding: C&PA

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: $356,898 Amount Budgeted: $356,898

Appropriation Required: $0 Source of Funds: FY18 Adopted budget

FINANCE APPROVAL: *RGB*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

As you may recall at the April Council Meeting, staff presented to Mayor and Council information regarding Bid # 2018-02 for Mowing of City Facilities. A total of seven bids were received at that time.

1. **Cornerstone Maintenance, Inc.**
2. **Corsicana Geranium Garden**
3. **Lawnscapes Unlimited**
4. **Manor Maintenance**
5. **One Great Lawn**
6. **Premierscape Services**
7. **Special Touch Landscaping (STL)**

The base bid for this project includes the City Facilities- medians, esplanades and parks.

Since the award of this bid to Special Touch Landscaping, Inc. (STL), the company has been unsuccessful in upholding their contractual responsibilities. As a result, the city has issued a termination notice to end the contract effectively on August 2, 2018.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As a result of the poor quality in service provided by STL, it is imperative that we contract with a company that will offer the City the best mowing services at the best cost to the City. As the demand for quality services increase, we must ensure the companies we work with will maintain the beautification of our city facilities, medians, esplanades and parks.

RECOMMENDATIONS

Based on the information provided, staff recommends Mayor and Council ratify the City Manager's signature on the termination notice to Special Touch Landscaping, Inc.

ATTACHMENTS

Termination Notice

Notice of Termination of Vendor Agreement

between the City of Friendswood and Special Touch Landscaping

Pursuant to RFP 2018-02 dated February 13, 2018, and Vendor Agreement dated April 2, 2018, the City of Friendswood has the right to terminate this Agreement at any time, with or without cause on thirty (30) days prior written notice to Contracting Party, Special Touch Landscaping.

On July 3, 2018, written notice is hereby given that this Vendor Agreement is terminated.

Be advised that the effective date of termination of this Agreement is August 2, 2018.

Morad Kabiri, City Manager

July 3, 2018

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: 08/06/18

Date Submitted: 08/01/18 Dept. Clearances: Parks & Rec

Prepared by: James Toney

Subject: Mowing Bid No. 2018-02 – City Facilities to include Medians, Esplanades and Parks

Originating Department: Parks and Rec City Attorney Review: Yes

Proceeding: C&PA

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: $356,898 Amount Budgeted: $356,898

Appropriation Required: $0 Source of Funds: FY18 Adopted budget

FINANCE APPROVAL: *RGB*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

As you may recall at the April Council Meeting, staff presented to Mayor and Council information regarding Bid # 2018-02 for Mowing of City Facilities. A total of seven bids were received at that time.

1. **Cornerstone Maintenance, Inc.**
2. **Corsicana Geranium Garden**
3. **Lawnscapes Unlimited**
4. **Manor Maintenance**
5. **One Great Lawn**
6. **Premierscape Services**
7. **Special Touch Landscaping (STL)**

The base bid for this project includes the City Facilities- medians, esplanades and parks as further outlined on the attached Landscape Management Schedule.

Once the bids were received, a review committee was formed to score the submitting bids based on the selection criteria included in the RFP. This criteria-scoring process was designed to help Staff provide a contractor recommendation to Council, while ensuring the appropriate level of service is maintained.

During the ad-hoc committee's review process, the group ranked each bidder on the below set of criteria used for this process.

- *30% Qualifications and capability of the company providing similar services*
- *10% References – Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.*
- *30 % Pricing schedule/cost of service*

- *30 % Past experience and history on like projects*

The ad-hoc committee chose to meet with representatives of the top rated proposals. All additional information requested and received was considered as part of the proposal and evaluated as such.

During the review process, the committee concluded through the above scoring factors that Special Touch Landscaping, Inc. (STL) received the most points, and therefore received Staff's recommendation. However, since that award of the contract to STL, the company has been unable to successfully live up to contract agreement and specifications. Over the last 3 months, staff has not been satisfied with the mowing of City Facilities- medians, esplanades and parks and staff has repeatedly advised STL of its failure to comply with the contractual requirements. After numerous opportunities to come into compliance, STL has been unsuccessful.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As a result of the poor quality in service provided by STL, it is imperative that we contract with a company that will offer the City the best mowing services at the best cost to the City. As the demand for quality services increase, we must ensure the companies we work with will maintain the beautification of our city facilities, medians, esplanades and parks.

Therefore, staff feels it is in the City's best interest to terminate agreement with Special Touch Landscaping, Inc., and award Bid #2018-02 to Cornerstone Maintenance, Inc.

RECOMMENDATIONS

Based on the information provided, staff recommends Mayor and Council awarding of RFP No. 2018-02, Mowing Bid- City Facility Mowing to Cornerstone Maintenance, Inc., who finished second in the scoring process and authorizing the Mayor to execute a contract for service on the City's behalf.

ATTACHMENTS

Mowing RFP
Committee Scoring
Grand Totals

REQUEST FOR PROPOSALS

CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES

RFP 2018-02

DUE DATE: February 13, 2018- 2:00 p.m.

CITY OF FRIENDSWOOD
Attention: Melinda Welsh, City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

TERMS AND CONDITIONS

1. The City of Friendswood will accept **SEALED PROPOSALS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 - 5:00 p.m. Proposals must be received by the City Secretary before the specified hour and date of the opening. At that time proposals shall be opened and names publicly read.
2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.
3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.
4. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working days notice prior to bid opening date.
6. **Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a proposal.**
7. **QUOTE F.O.B. destination**. Price should include all costs including shipping, handling, and other related costs.
8. Proposals shall be valid for ninety (90) days from opening date.
9. The City of Friendswood is exempt from taxes. DO NOT INCLUDE TAX IN PROPOSAL.
10. The City of Friendswood reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the proposal in the space provided.
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your proposal **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.
14. NO substitutions or cancellations permitted without written approval of the City of Friendswood.
15. All offerors **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Friendswood reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror who provides goods or services at the best value for the City of Friendswood.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Friendswood and/or investigation for Anti-Trust violations.
18. If a proposal contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, PO BOX 1288, Friendswood, TX 77549; Attn: Accounts Payable.
21. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

INTRODUCTION

The City of Friendswood seeks proposals from qualified lawn and landscape management firms to provide renewable, annual landscape and grounds maintenance services according to best green industry practice for its City buildings, facilities, and various ROW and medians. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The City of Friendswood is a progressive suburban city conveniently located between downtown Houston and Galveston near three major airports and deep-water ports with easy thoroughfare and railway access. It has approximately 38,500 citizens and covers an area of roughly 21.2 square miles.

Contact person for additional information is **Jeff Spears, 281-996-3274 or jspears@friendswood.com .**

PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other equipment providers and as they pertain to the needs of the City's organization as defined in this document.

PROPOSAL PROCESS

Proposals will consist of qualifications, specifications, and cost components. One original, one copy, and one electronic copy on flash drive, CD, or DVD are to be submitted. The original proposal must be clearly marked and contain original signatures. Failure to mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. Faxed, email, or late proposals will not be accepted.

Information contained in the proposals must be complete and in accordance with the terms and conditions of this RFP. The information requested herein and the format in which it is requested is essential to permit prompt evaluation of proposals on a fair and uniform basis. The City reserves the right to declare a proposal non-responsive and reject any proposal in which the material presented is not furnished or where indirect or incomplete answers are provided.

The City also reserves the right to reject any or all of the proposals received, to negotiate with the most qualified proposer based solely on proposal, or to cancel this RFP in part or wholly without explanation to proposers. The City may elect to interview only a select number of proposers at its own discretion.

PROJECT TIMELINE

Request for Proposals Issued	January 24, 2018
Mandatory Pre-proposal Meeting	February 1, 2018, 9:00 am
Deadline for Submitting Questions	February 6, 2018; 10:00 am
Proposal Submission Deadline	February 13, 2018; 2:00 pm
Anticipated Award of Contract	March 5, 2018

PRE-PROPOSAL MEETING

There will be a **mandatory** pre-proposal meeting on February 1, 2018 at 9:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have

reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City. Also, a tour of areas to be mowed will be given during the second part of the proposal meeting. Allow 3 hours for the meeting and tour.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

AUDIT

Contractor shall provide the City of Friendswood a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer of family member of the officer, as described by Texas

Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or

2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

https://www.ethics.state.tx.us/forms/CIQ.pdf

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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFP 2018-02). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

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) service 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.

"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.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 30-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2018-02, CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES**. The RFP shall be addressed to the City of Friendswood, Attention: Melinda Welsh, City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Tuesday, February 13, 2018**, at which time the RFPs will be publicly opened and vendors' names read aloud.

Submit to:

CITY OF FRIENDSWOOD
ATTN: MELINDA WELSH, CITY SECRETARY
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

RFP 2018-02
CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES
SPECIFICATIONS

SCOPE OF WORK

The City of Friendswood seeks proposals from qualified vendors to provide all equipment, materials, labor, and transportation necessary to provide Lawn Mowing and Maintenance Services to City Properties and various other locations specified in this RFP.

- **Mowing -** All grass will be mowed according to the Landscape Management Schedule (LMS) located in this RFP.
- **Edging -** All concrete curbs, sidewalks and driveways will be edged and kept straight and clean according to LMS for facility.
- **Finish Trim –** All areas will be kept as neat as possible by using a weed eater to finish lawn around trees, signs, parked cars, and any object that cannot be moved.
- **Existing Plants -** Maintain them by pruning, mulching, and general care to keep plants healthy.
- **Weeding Flower Beds –** This shall always be done by hand and not by weed eater equipment.
- **Shrubbery –** Trimmed by hedge trimmers only and not by a weed eater or other ulterior methods.
- **Color Service -** Color is to be installed twice per year and maintained weed free. Prior to installation, planters are to be augmented with an organic soil amendment, and a time release fertilizer that will promote a healthy plant throughout the season. Any plants that do not thrive are to be replaced with new plants of the same or reasonable substitute. Minor adjustments to plant irrigation i.e. sprinkler adjustments, and irrigation run times are to be performed by the contractor. Contractor shall notify the "City" immediately if issues arise regarding inadequate watering that needs to be addressed. (See ** in **FACILITY LOCATIONS)**.
- **Rye Grass –** Rye grass will be perennial. All locations are to be services at 4 lbs./1000 sq. ft. The exceptions are the Centennial Park Fields will be 5 lbs./1000 sq. ft. and Stevenson Park will be 6 lbs./1000 sq. ft.
- **Blowing Grass –** Clippings and other lawn debris shall not be blown into the street or down storm drains.
- **Trash Pickup –** Area to be mowed should have debris removed before mowing.
- **Additional Services -** Services will vary according to location but may include mulching, pruning, Rye Grass application, fertilizers, insecticides, and adding seasonal color. These will be addressed in the LMS and vendor will work with City Staff for proper time of service. Services will also include trimming and pruning of shrubbery to maintain a uniform appearance. Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only.
- **Mulch –** Mulch will be hardwood and with a minimum depth of 2” depending on location and staff guidance.

REFERENCES

Proposals shall include a minimum of three (3) clients to whom the vendor has supplied this service. Government entities are preferred.

PERFORMANCE

The successful contractor shall satisfactorily perform the work and services at the requested frequencies during the hours specified herein. Evaluations for contract renewal will be based upon frequencies and methods of performances as well as results.

INSTRUCTIONS TO PROPOSERS

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration.

1. **Statement of Compliance**
By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in this RFP.

2. **Experience**
Describe the experience of the firm and the individuals assigned with related projects of similar nature. Provide at least three references.

3. **Qualifications**
Describe your staff's unique qualification and training for this type of work.

4. **Schedule**
Describe your plan/schedule for completing the work.

5. **Price**
Please include as much line item detail pricing as possible for items included in the proposal.

6. **Licenses and Certifications**
Include copies of all licenses and certifications which should be State of Texas Irrigation License, State of Texas Herbicide/Pesticide Chemical Applicators License, and Certificate of Liability Insurance form.

EVALUATION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and make a selection:

- 30% Qualifications and capability of the company providing similar services
- 10% References – Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- 30 % Pricing schedule/cost of service
- 30 % Past experience and history on like projects

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

TERM OF CONTRACT AND OPTION TO EXTEND

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed for two (2) additional one year contracts on an annual basis, after the initial three (3) year period for a possible total of five (5) altogether. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two

(2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Additionally, the Offeror understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Offeror was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO AWARD OF THE PROPOSAL THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employer's Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $500,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $500,000 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits;

CONDUCT OF WORK

A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.

B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business.

C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

D. When performing lawn maintenance, the speed of the riding mowing equipment should be at an acceptable rate and workers will display caution especially around areas where pedestrians are present.

PROTECTION AND DAMAGES

A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.

B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).

C. Discharge chute guards on mowing equipment must always be engaged to prevent damage to property and people. It is there to deflect debris and cover the mower's blade.

FACILITY LOCATIONS

FACILITY	ADDRESS	SERVICES NEEDED
Activity Building	416 Morningside	42 cuts per year. Color service **. Mulch <> will be installed once per year. Fertilizer and insecticide bait will be applied to plants once per year.
Girl Scout House	Adjacent to Activity Building	42 cuts per year. Fertilizer and insecticide bait will be applied to lawn twice per year.
Annex Building	Adjacent to Activity Building	42 cuts per year.
Bay Area Blvd. Medians	Bay Area Blvd.	42 cuts per year.
Beamer Sign	Beamer at 2351	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide will be applied to plants twice per year.
Blackhawk Medians	Blackhawk	42 cuts per year
Blackhawk Median Sign	Blackhawk at 2351	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide will be applied to plants twice per year.
Eldorado Sign	Eldorado and Friendswood Link	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide will be applied to plants twice per year.

Friendswood City Hall	910 S. Friendswood Drive	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year. Crepe Myrtles will be trimmed annually in January.
Fire Station #1	1610 Whitaker	42 cuts per year. Mulch <> will be applied once a year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year.
Swimming Pool	900 Cedarwood	42 cuts per year. Color service ** in front flower beds and interior beds. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide will be applied to lawn twice per year.
Stevenson Park	1000 S. Friendswood Dr.	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year.
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42 cuts per year
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42 cuts per year
Killarney Right of Way	Killarney	42 cuts per year
Fire Station #2	2605 W. Parkwood Dr.	42 cuts per year.
Fire Station #3	4302 Laura Leigh Dr.	42 cuts per year.
Fire Station #4	111 Woodlawn	42 cuts per year. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Rye Grass will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year.
Leavesly Park (Hangar)	901 Buckingham	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide will be applied to lawn twice per year.
City Library	416 S. Friendswood Drive	42 cuts per year. Maintain existing plants. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year.

Public Works (entire campus)	1306 Deepwood	42 cuts per year. Mulch <> will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year.
Centennial Park	2200 S. Friendswood Drive	11 Sports fields to be mowed twice a week, fertilized quarterly. 42 cuts per year. Sport Fields will be mowed at a height of 1.25 inches. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year.
Corporal Steven Schulz Sportspark (entire campus)	2910 W. Parkwood	42 cuts per year for adult fields and common areas, **NOT** fields 5-8. Mowing height will be 2.5" (subject to change based on contractor settings). Also, mowing will be done in alternating mowing paths every other cut. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to adult fields only. Fertilizer and insecticide will be applied to lawn twice per year.
Animal Control	3000 W. Parkwood	42 cuts per year. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to front only. Fertilizer and insecticide will be applied to lawn twice per year. Pruning done as needed.
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide will be applied to plants once per year.
Pearland Entry Sign	Located off 518 on the Westside of Friendswood at the Friendswood/Pearland border.	42 cuts per year.
Friendswood Lake Park	2533 Davis Prairie Lane	42 cuts per year. Mulch <> will be applied once per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide will be applied to lawn twice per year.
Leisure Lane Medians	Leisure Lane	42 cuts per year
Parks Building (house)	220 Shadwell	42 cuts per year
518 Medians	Located on 518 throughout Friendswood	42 cuts per year. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide will be applied to lawn twice per year.

Friendswood Police Department	1600 Whitaker	42 cuts per year. Color service ** for campus and entrance median. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye grass will be applied once per year but only in front. Fertilizer and insecticide will be applied to lawn twice per year.
2351 Medians	Located on 2351 from 518 East to Beamer	42 cuts per year. Mulch <>will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide will be applied to lawn twice per year.
2351 ROW	Located on 2351 from 518 East to Beamer	42 cuts per year

**** Color** is to be installed twice per year and maintained weed free. Prior to installation, planters are to be augmented with an organic soil amendment, and a time release fertilizer that will promote a healthy plant throughout the season. Any plants that do not thrive are to be replaced with new plants of the same, or reasonable substitute. Minor adjustments to plant irrigation i.e. sprinkler adjustments, and irrigation run times are to be performed by the contractor. Contractor shall notify the "City" immediately if issues arise regarding inadequate watering that needs to be addressed.
<> **Mulch** is to be installed at a minimum depth of 2" unless directed by City staff or normal site depth is more.

Alternate add-on

- **Lance Corporal Wesley J. Canning Sportspark** (located on Baker Road) - Seven sports fields. 42 cuts per year. Perennial Rye grass, fertilizer, and insecticide to be applied twice per year.

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 and Zip Code)

Phone #: (___) _____

Fax #: (___) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

1) _____date acknowledged
2) _____date acknowledged
3) _____date acknowledged

Form 1: Statement of Organization

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

_____

Principal Phone Number: _____

Local Business Address: _____

_____

Local Business Contact: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

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 _____

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.

Company _____

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)

Grand Totals - RFP 2018-02 City Wide Mowing

CRITERIA	Max Points	Manor Maintenance	Premierscape Services	Corsicana Geranium Garden	Special Touch Landscaping	Cornerstone Maintenance	Lawnscapes Unlimited	One Great Lawn
1.) Qualifications and Capability	30	26.7	21.72	21.54	25.86	23.4	21.81	21
2.) References	10	6.9	7.8	7.5	8.8	7.89	8.51	7.98
3.) Pricing	30	13.31	16.11	6.43	30	25.5	25.48	17.7
4.) Past experience and history with like projects	30	22.5	21.9	18.3	24.78	23.7	21.3	21.18
TOTALS	**100**	**69.41**	**67.53**	**53.77**	**89.44**	**80.49**	**77.1**	**67.86**

*Price was evaluated by dividing the lowest price received by the price under consideration and multiplying that figure by 30.

2018-02 City Wide Mowing Services

Manor Maintenance	Premierscape Services	Corsicana Geranium Garden	Special Touch Landscaping	Cornerstone Maintenance	Lawnscapes Unlimited	One Great Lawn
281-482-4548	**832-335-9233**	**903-654-4240**	**713-960-9366**	**281-648-9731**	**713-254-1587**	**281-788-6046**
$ 562,876.70	$ 464,976.34	$ 1,165,029.60	$ 249,734.00	$ 293,845.20	$ 294,000.00	$ 423,174.00

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: August 6, 2018

Date Submitted: August 2, 2018 Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart Originating Department: PW

Subject: Tri-Party agreement with Harris County and Coastal Bend Property Development LP

Proceeding: Work Session City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Harris County is widening the intersection of Beamer Road and FM 2351. There is an existing water meter for an 8-inch private waterline located in the pavement of the enlarged intersection. Due to the need to relocate the meter, a proposal has been created for the installation of a new water line. The new water line would originate west of the intersection and travel north in a newly engineered easement on Coastal Bend Property Development LP property (Coastal Bend). The 10-foot easement would allow for a new waterline to be installed the length of the transition of the expanding Beamer Road.

Harris County would pay for the engineering and installation of a new 8-inch water line within the limits of the Beamer Road project. Coastal Bend will supply the easement for the placement of the water line. The City of Friendswood would own and maintain in perpetuity the water line.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The new water line would eliminate an aging, large water meter and allow for a city owned and maintained line. This would provide better reliability of water in the panhandle region of Friendswood.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

18GEN1009 BeamerRd-CoastalBendFriendswood 7 5 18 Final

AGREEMENT

This Agreement ("Agreement") is entered into by and between **Harris County** ("County"), Coastal Bend Property Development LP ("Coastal Bend"), and City of Friendswood ("City"). County, Coastal Bend, and City may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

Whereas, County intends to construct improvements to Beamer Road (Phase 2) at the FM 2351 intersection in Harris County Precinct 1 ("Project"), and

Whereas, the City provides an 8-inch water service to a meter located at the southeast corner of the intersection ("City Meter"). The City Meter provides water service to Coastal Bend via a private 8-inch water line, owned, operated, and maintained by Coastal Bend ("Private Water Line") that extends east from the meter, across Beamer Road, then north across FM 2351, and then north along the east side of Beamer Road as generally indicated on Exhibit A, and

Whereas, the County has notified Coastal Bend that the Private Water Line is in conflict with the construction of the Project, and will require relocation to alleviate the conflict, and

Whereas, the Parties have agreed to relocate the Private Water Line to the west side of the Project within Coastal Bend property ("Relocated Water Line").

NOW, THEREFORE, the Parties desire to cooperate in accordance with the terms of this Agreement to accomplish the relocation of the Private Water Line, as follows:

TERMS

I. Responsibilities of the Parties

A. County's Responsibilities. The County will at no cost to Coastal Bend or the City:

(i) Provide the engineering and related services necessary to prepare the documents the conveyance of a 10-foot wide utility easement to the City ("Easement"), located on the west side of the Project as generally illustrated on Exhibit A, and provide such documents to the City and Coastal Bend for approval.

(ii) Provide or cause to be provided, engineering, and related services, to prepare plans, specifications, and estimates (PS&E) necessary to construct the Project including the Relocated Water Line, and provide such PS&E to the City and Coastal Bend for review and approval in regards to the Relocated Water Line.

(v) Advertise for bids for the construction of the Project, including the Relocated Water Line, upon the following:

(a) approval of the PS&E by the City and Coastal Bend in regards to the Relocated Water Line,
(b) receipt of any necessary permits and/or approvals from any jurisdictional agencies, and
(c) completion of the conveyance of the Easement to the City.

(vi) upon receipt of bids for construction of the Project including the Relocated Water Line, the County Engineer or delegated staff ("County Engineer") will review and recommend a lowest and best bid, and the Harris County Commissioners Court ("Commissioners Court"), upon such recommendation by the County Engineer, may award a construction contract to such lowest and best bidder for the construction of the Project, including the Relocated Water Line. Such award is subject to certification of funds by the Harris County Auditor.

Commissioners Court's determination of the lowest and best bidder is final and conclusive. County may reject all bids and re-advertise for bids, or terminate this Agreement.

(vii) Upon award of the construction contract, County will:

(a) Manage and inspect the construction of the Project, including the Relocated Water Line, in a manner similar to that of other similar County construction projects; and

(b) Through its contractor, construct the Project including the Relocated Water Line with the PS&E approved by City and Coastal Bend. The County Engineer may make minor changes in the PS&E through change(s) in contract ("CIC") that he or she deems necessary or desirable during the construction of the Project.

B. Coastal Bend's Responsibilities. Coastal Bend will at no cost to the County or City:

(i) Review the Easement documents prepared by the County Engineer, and notify the County Engineer of any objections or approval within ten (10) days of receipt by Coastal Bend. Coastal Bend agrees that approval will not be unreasonably withheld.

(ii) Convey the Easement to the City using the documents provided by the County Engineer and approved by Coastal Bend and the City.

(iii) Review the PS&E prepared by the County, in regards to the Relocated Water Line, and notify the County Engineer of any objections or approval within ten (10) days of receipt by Coastal Bend which will not be unreasonably withheld. , If Coastal Bend has not approved the PS&E within ten (10) calendar days from its receipt of the PS&E, then the PS&E submitted to Coastal Bend will be deemed approved and the County may proceed as if approved.

C. City's Responsibilities. City will at no cost to the County or Coastal Bend:

(i) Review the Easement documents prepared by the County Engineer, and notify the County Engineer of any objections or approval within ten (10) days of receipt by the City. The City agrees that approval will not be unreasonably withheld.

(ii) Review the PS&E prepared by the County Engineer, in regards to the Relocated Water Line, and notify the County Engineer of any objections or approval within ten (10) days of receipt by City, which will not be unreasonably withheld. If the City has not approved the PS&E within ten (10) calendar days from its receipt of the PS&E, then the PS&E submitted to the City will be deemed approved and the County may proceed as if approved.

(iii) Upon completion of the Relocated Water Line, the City shall operate and maintain the Relocated Water Line.

II. Costal Bend and City's Right of Access

During the construction of the Relocated Water Line, Coastal Bend and the City have the right of access to the construction site and the right to review all documents, maps, plats, records, photographs, reports or drawings affecting the Relocated Water Line. However, Coastal Bend and/or the City shall give a 24-hour notice by telephone to the County Engineer prior to any inspection of either the construction site or documents. In conducting said inspections, Coastal Bend and/or City shall not interfere with the work in progress.

III. Additional Construction

During construction of the Project including the Relocated Water Line, the County Engineer may determine that revisions to the PS&E are necessary to satisfactorily complete the construction of the Project including the Relocated Water Line ("Additional Construction"). The County Engineer will then notify District of the need for Additional Construction related to the Relocated Water Line and issue a CIC covering the Additional Construction. Such Additional Construction may include work beyond that which was originally contemplated and include in the PS&E.

IV. Costal Bend's and/or the City's Request for Records, Right to Review and Audit

County shall furnish to Coastal Bend and/or the City, a copy of the record drawings and specifications in connection with the Relocated Water Line after its receipt of a written request from District.

V. Limitation of Appropriation

The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that County is not appropriating funds through this Agreement.

VI. Term and Termination

This Agreement is effective as of the date that it has been approved and executed by all Parties (the "Effective Date") and shall remain in full force and effect until such time as all responsibilities of all the Parties have been completed in a manner acceptable to the other Parties, unless otherwise terminated pursuant to the provisions of this Agreement. This Agreement may be terminated at any time by mutual consent of the Parties, and receipt of a 60 day notice from the Party wishing to terminate. County may terminate this Agreement at any time prior to the conveyance of the Easement by Coastal Bend, and in this event no party shall have any further obligation under the terms of this Agreement.

VII. Non-Assignability

The Parties bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. No Party shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

VIII. Notice

Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or District at the following addresses

Coastal Bend: Dan Rucker
Coastal Bend Property Development LP
4558 FM 2351
Friendswood, Texas 77546

City: Patrick Donart, P.E.
City of Friendswood
Public Works Director/ City Engineer
1306 Deepwood
Friendswood, Texas 77546-4856

County: Harris County Engineering Department
1001 Preston Avenue, 7th Floor
Houston, Texas 77002-1893
Attention: Interagency Agreement Coordinator

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

IX. Liability of the Parties

Each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control.

X. Miscellaneous

A. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Each of the Parties are independent contractors and no Party, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of any other Party for any purpose. No Party has the authority to bind the other Parties.

B. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than Coastal Bend or the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

C. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

D. No Personal Liability; No Waiver of Immunity.

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

(2) The Parties agree that no provision of this Agreement extends the County's liability beyond

the liability provided in the Texas Constitution and the laws of the State of Texas.

(3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

E. Applicable Law and Venue. This agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

F. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

G. Contract Construction.

(1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

H. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

I. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

J. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

K. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

L. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

M. Warranty. By execution of this Agreement, the District warrants that the duties accorded to the

District in this Agreement are within the powers and authority of the District.

N. Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Coastal Bend warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

O. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Coastal Bend warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Coastal Bend does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

HARRIS COUNTY

By:_____
Ed Emmett
County Judge

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By:_____
DeAnne A. Lin
Assistant County Attorney
CAO File No.: 18GEN1009

COASTAL BEND PROPERTY DEVELOPMENT LP

By:_____
President, Board of Directors

ATTEST

By:_____
Secretary, Board of Directors

CITY OF FRIENDSWOOD

By_____
Mayor

ATTEST

By_____
City Secretary

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND EMERALD FOREST UTILITY DISTRICT TO SHARE THE RESPONSIBILITIES TO RECONFIGURE AND EXPAND THE DISTRICT'S CURRENT DETENTION POND TO PROVIDE THE DISTRICT'S CURRENT DETENTION VOLUME AND THE COUNTY'S PROPOSED DETENTION VOLUME NEEDED TO SERVE THE COUNTY'S PROJECT TO UPGRADE CYPRESS NORTH HOUSTON ROAD BETWEEN JONES ROAD AND FM 1960 TO A FOUR LANE CONCRETE ROAD, IN HARRIS COUNTY PRECINCT 4

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Jack Morman	☐	☐	☐
Comm. Steve Radack	☐	☐	☐
Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County, Coastal Bend Property Development LP, and the City of Friendswood for the relocation of a private 8-inch water line in connection with construction of improvements to Beamer Road (Phase 2) at the FM 2351 intersection in Harris County Precinct 1.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

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: August 6, 2018

Date Submitted: July 26, 2018 Dept. Clearances: City Manager

Prepared by: GCF

Subject: Council Concurrence of Department Director Appointment

Originating Department: CMO City Attorney Review: N/A

Proceeding: Discussion & Action

Degree of importance: Critical ☐ Significant: ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

As Council is aware, Mary Perroni recently retired from the City after almost 32 years of service. Mary was a cornerstone of the Library for the majority of her career with the City and leaves a legacy that has received awards for Achievement of Library Excellence Award from the Texas Municipal Library Directors Association several times over.

I am pleased to report that a candidate has been selected to assume the role of Library Director. The individual being recommended for appointment is Matthew Riley. Mr. Riley has been with the City of Friendswood for roughly 29 years. During his tenure, he has served as a page to Assistant Director and just about every position in between.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Having professional staff in place is critical in ensuring the continued provision of high level City service our citizens enjoy. The Library Director is responsible for overseeing the day to day operations of the Friendswood Public Library.

RECOMMENDATIONS

Section 4.01(d) (2) of the City Charter requires the City Manager to receive the concurrence of City Council with the appointment, suspension or removal of Department Directors. At this time I am asking for Council's concurrence to appoint Matthew Riley to the position of Library Director.

ATTACHMENTS

Library Board Recommendation Letter

City of Friendswood
Friendswood Public Library
416 South Friendswood Drive
Friendswood, Texas 77546-3952
Phone: (281) 482-7135
Email: frpublib@friendswood.lib.tx.us

July 19, 2018

Mr. Morad Kabiri
City Manager
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546

Dear Mr. Kabiri:

The Library Board would like to recommend Matthey Riley for the position of Director of Library Services upon the retirement of Mary Perroni on August 3, 2018.

Matthew has provided many years of service to the library and is an exemplary employee. We feel he would be the best candidate for this position and would provide excellent service to the library and to the City of Friendswood for many years to come. Thank you.

Sincerely,

Mike Czarowitz
Library Board Chair

cc: Steve Rockey

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: August 6, 2018

Date Submitted: August 2, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Flood Vulnerability Study

Proceeding: Discussion and Possible Action

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: $25,000 Amount Budgeted: $0

Appropriation Required: $25,000 Source of Funds: General Fund Balance

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At the June 2, 2018 City Council retreat, a sub-committee was created to investigate a solution to historic flooding issues in the City of Friendswood. The sub-committee has reviewed a proposal by Rice University professor Dr. Philip B. Bedient. The proposal is designed to create a high level HEC-RAS model of the Clear Creek watershed in Friendswood. The model will allow for the investigation of proposed theories into finding a solution for historic flooding.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The model provides a needed methodology to investigate theories and provide justification for potential future funding for a long term solution.

RECOMMENDATIONS

Sub-Committee and Staff recommend approval.

ATTACHMENTS

Rice University proposal

City of Friendswood Flood Vulnerability Study

P. B. Bedient and Associates, Inc.

The City of Friendswood, located within Clear Creek Watershed, is impacted by some of the highest rainfall rates in the Houston-Galveston Region. Moreover, the City and the watershed as a whole is not only vulnerable to flooding from heavy rainfall, but also elevated coastal water levels caused by storm surge and wind setup in Galveston Bay, as evidenced by the devastation caused by Hurricane Ike (2008) and Hurricane Harvey (2017). The SSPEED Center have been studying the causes and consequences of flooding in Clear Creek Watershed for more than 10 years. Examples of these studies include modeling and floodplain mapping from both precipitation and storm surge using 1D and 2D hydraulic models, and delineating flood risks from compound flood events using a distributed hydrologic model. Recent studies have also focused on the drivers of residential flood damages in the Clear Creek Watershed, especially losses that have occurred outside of designated flood hazard zones, and on the impact of urbanization on the flood hazard.

Dr. Bedient and his team proposes the following tasks for the City of Friendswood's flood vulnerability study:

1. First, conduct a hydrologic analysis of Clear Creek watershed, focusing on the City of Friendswood, to better understand its current flood risk. We will utilize a distributed hydrologic model with high-resolution spatial dataset (e.g., LiDAR, land use / land cover, soils) to simulate various storm scenarios (e.g., 10-yr, 100-yr, 500-yr, Ike, Harvey).
2. Next, we will conduct a hydraulic analysis using the results from the previous step as inputs. A hydraulic model will be used to generate floodplain maps for all the simulated storms (the modeled maps will be compared to the existing FEMA maps for validation). These new maps could then be used for development and/or mitigation planning purposes. Additionally, these maps could help identify flood vulnerable areas that might require other mitigation approaches, such as buyouts and pump storage.
3. Finally, we will provide recommendations on up to **four** feasible flood mitigation options based on the identification of flood vulnerable areas and input from the City of Friendswood. The potential flood reduction benefits of the **four** proposed mitigation options will be quantified using our hydrologic and hydraulic models.

All the modeled maps and results of the proposed study will be made available digitally and be provided to the City of Friendswood. The estimated cost for the study over the next 6 months is $25,000 including the following details: (Preliminary results will be available on Dec. 18, 2018, with a final report due Jan 31, 2019. NOTE: Project will be billed every month over the 6-month study period.

Bedient: $10,000 ($300/hr)

Juan: $10,000 ($100/hr)

Students: $5000 ($15/hr)

Accepted by: _____ _____

Morad Kabiri, City Manager — Dr. Philip B. Bedient

City of Friendswood, Texas — P. B. Bedient and Associates, Inc.

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: August 6, 2018

Date Submitted: July 11, 2018 Dept. Clearances: Morad Kabiri

Prepared by: Karen Capps, Economic Development Coordinator

Subject: Approval of FDEDC Contract with Traffic Engineers, Inc. for Grant Writing Services

Originating Department: CMO/ED City Attorney Review: mkf

Proceeding: C&PA

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: $12,100. Amount Budgeted: $0

Appropriation Required: $12,100 Source of Funds: FDEDC Sales Tax Revenue

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Friendswood Downtown Economic Development Corporation Board met on July 10, 2018 and approved a $12,100 contract with Traffic Engineers, Inc. for grant writing assistance to prepare an application to the Houston-Galveston Area Council (HGAC) for TxDOT's Transportation Improvement Plan (TIP) grant which is an 80/20-local match. TIP applications are due by September 28, 2018 for 2019-2022 funding.

The Downtown Improvement Plan is nearing completion and has identified specific improvements that include continuous paved sidewalks, crosswalks, pedestrian mobility, signage, bike improvements, etc. that could be possibly funded through the TIP.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Potential TIP grant funding could maximize FDEDC funds to help implement the Downtown Improvement Plan's projects, and as a result help improve the overall appearance and economic vitality of the downtown area.

RECOMMENDATIONS

FDEDC recommends Council's approval and authorize the FDEDC President to execute the contract.

ATTACHMENTS

Traffic Engineers Inc contract
FDEDC June 2018 Financial Statement

Traffic Engineers, Inc.

Innovative Transportation Solutions

801 Congress
Suite 325
Houston, TX 77002

Voice (713) 270-8145
Fax (713) 270-8148
www.trafficengineers.com

Texas Registration Number F-003158

July 10, 2018

Karen Capps, CEcD
Economic Development Coordinator
City of Friendswood
901 S. Friendswood Dr.
Friendswood, TX 77546
kcapps@ci.friendswood.tx.us

RE: Grant Writing Assistance and Coordination for 2018 TIP Call for Projects

Ms. Capps,

The purpose of this letter is to outline Traffic Engineers, Inc.'s (TEI) scope of services to support the Friendswood Downtown Economic Development Corporation (FDEDC) in the development of a Transportation Improvement Program (TIP) application to the Houston-Galveston Area Council (H-GAC). The proposed TIP project will request funding to implement new sidewalks, crosswalks, and other potential walkability elements connecting downtown destinations, as identified through the downtown plan, with a focus on build out of the entire downtown network. The scope for this project includes the following tasks:

- Meet with the FDEDC and City of Friendswood staff to define TIP project limits, cost, and determine TIP funding category.
- Facilitate meetings between FDEDC, TxDOT, and City of Friendswood staff to coordinate sidewalk/walkability enhancements within TxDOT right-of-way (FM 518).
- Support FDEDC in obtaining letters of support from City Council, TxDOT, business owners, and other relevant letters to include in the application submittal.
- Support FDEDC in developing an application including drafting the project narrative, scoring planning factors, filling out supporting forms, creating project maps, and other related material.
- Support FDEDC in obtaining cost/benefit analysis from H-GAC.

- Create electronic copy of all submittal material which will be provided to FDEDC for submittal.

Based on our estimate of hours required to complete this project, a lump sum fee of $12,100 is proposed to complete the H-GAC TIP application, to be billed monthly as a percent complete.

As of today's date, the H-GAC TIP Call for Projects will commence July 30, 2018 with applications due by 5:00 PM on September 28, 2018. These dates are subject to change; however, work towards coordinating agency-related meetings, coordination on project elements, mapping, etc. should all start as soon as possible leading into the call for projects period in order to be prepared. More information can be found on H-GAC's website here: http://www.h-gac.com/taq/tip/call-for-projects/default.aspx

If this letter agreement satisfactorily sets forth your understanding of our approach, please sign and return a copy to our office. Should you have any questions regarding this proposal, please do not hesitate to contact me.

Thank you,

Geoff Carleton, AICP
Principal

Proposal Accepted By

Signature

Printed Name

Title

Company

Date

COST PROPOSAL

SERVICES PERFORMED BY TRAFFIC ENGINEERS, INC.

2018 TIP/RTP Application	Senior Principal	Principal	Principal Associate	Senior Associate	Associate	CADD/GIS Technician	Analyst / Assitant		TOTALS
SUMMARY	0	15	15	55	0	0	0	0	85
TOTAL LABOR RATE / HOUR	$272.25	$211.75	$151.25	$121.00	$96.80	$90.75	$75.63		
TOTAL LABOR COST	$0	$3,176	$2,269	$6,655	$0	$0	$0	$0	**$12,100**
DIRECT COST									**$0**
TOTAL									**$12,100**

DIRECT COST	Per	#	TOTAL
Mileage	$0.45		$0
Printing (8.5" x 11")	$0.15		$0
Printing (22" x 34")	$2.00		$0
Deliveries	$20.00		$0
12-Hour TMC	$575.00		$0
Spot Speed Study	$200.00		$0
Total Direct Cost			**$0**

	2018 TIP/RTP Application	Senior Principal	Principal	Principal Associate	Senior Associate	Associate	CADD/GIS Technician	Analyst / Assitant	0	TOTAL HOURS	Subtotal
1	Project Application Development		15	15	55					85	**$12,100.00**
2										0	**$0.00**
3										0	**$0.00**
4										0	**$0.00**
5										0	**$0.00**
6										0	**$0.00**
7										0	**$0.00**
8										0	**$0.00**
9										0	**$0.00**
SUBTOTAL		0	15	15	55	0	0	0	0	85	$12,100.00
LABOR RATE / HOUR		$272.25	$211.75	$151.25	$121.00	$96.80	$90.75	$75.63	$0.00		
TOTAL LABOR COST		$0	$3,176	$2,269	$6,655	$0	$0	$0	$0	$12,100	

FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION (FDEDC)
FUND 175
FY 2017-2018 PROPOSED BUDGET
(APPROVED BY FDEDC ON 8/8/17)

Account	Account Name	FY18 PROPOSED BUDGET	FY18 AMENDED BUDGET	MONTH OF JUNE 2018	FY18 YEAR TO DATE ACTUAL	
REVENUE						
175-0000-31310	SALES TAX	$ 461,825	$ 461,825	$ 38,417	$ 299,231	*
175-0000-36180	INTEREST	200	200	318	2,117	**
TOTAL REVENUE:		**462,025**	**462,025**	**38,735**	**301,348**	
EXPENDITURES*						
SERVICES						
175-0303-419.7323	PUBLIC OFFICIAL INSURANCE	1,500	1,500	-	-	
175-0303-419.7800	CONTRACT SERVICES (and Planning Services)	-	396,817	-	268,826	***
SERVICES Totals:		**1,500**	**398,317**	**-**	**268,826**	
OTHER						
175-9002-491.9110	TRANSFER TO GENERAL FUND (CITY STAFF SERVICES)	17,500	17,500	1,458	13,122	
OTHER Totals:		**17,500**	**17,500**	**1,458**	**13,122**	
TOTAL EXPENDITURES:		**19,000**	**415,817**	**1,458**	**281,948**	
INCREASE (DECREASE) IN FUND BALANCE		**443,025**	**46,208**	**37,277**	**19,400**	
BEGINNING FUND BALANCE		**232,041**	**314,017**	**296,140**	**314,017**	
ENDING FUND BALANCE		**$ 675,066**	**$ 360,225**	**$ 333,417**	**$ 333,417**	

* 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. Therefore, during the year collections appear to lag budget projections.

** Interest earnings are recorded at each month-end which, in most cases, will be after FDEDC meetings are held. Therefore, interest earnings from prior month are reflected in the year-to-date actual column.

*** PROJECT EXPENDITURES ARE SUBJECT TO PUBLIC HEARING AND FRIENDSWOOD CITY COUNCIL APPROVAL. Contract services expense of $268,826 are related to the "Poles and Wire Relocation and Reduction" project ($198,716) and landscape architecture services ($71,610). The remaining budget of $127,991 includes landscape architecture services with Lauren Griffith Associates for $78,391 and $49,000 for capital project contingencies.

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: August 6, 2018

Date Submitted: July 25, 2018 Dept. Clearances: Morad Kabiri

Prepared by: Morad Kabiri Originating Department: CMO

Subject: Friendswood Lakes Blvd Extension Right-of-Way Dedication

Proceeding: Resolutions City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In May of this year, the City approved a Development Agreement with abutting property owners as well as an interlocal agreement with Galveston County for the extension of Friendswood Lakes Blvd. As promised, the abutting property owners have now delivered metes and bounds descriptions for the dedication of right-of-way.

Council may recall that during the November 2017 County Bond election, an item on the ballot by the County was for a transportation project in Friendswood. The County developed a matrix to determine the available funds for each city in the County. The City of Friendswood was allocated $3.57 million with a dollar for dollar match up to one million additional funds. With the Developer's contribution and the corresponding match by the County, the total funds available for this project are $4.77M.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The pursuit and potential award of any funding from an outside agency/entity will reduce the fiscal burden on the City.

RECOMMENDATIONS

Staff recommends approval of the attached resolution and corresponding General Warranty Deeds.

ATTACHMENTS

Resolution
Exhibit A

RESOLUTION NO. R2018-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DETERMINING THAT LAND IS NEEDED FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND EXTENSION OF FRIENDSWOOD LAKES BLVD; ACCEPTING THE DEDICATION OF SAID LAND FROM CYPRESS CREEK HOLDINGS, LTD., MELISSA CLEAVES BENSON, CONSTANCE CLEAVES BRAKEBILL, VIRGINIA PARRISH CLEAVES, TED CLEAVES, AND CATHERINE CLEAVES MAHON, AND YELLOWSTONE HILL COUNTRY RANCH, LLC, PROPERTY OWNERS

* * * * *

WHEREAS, the City Council of the City of Friendswood now finds and determines that public convenience and necessity requires the City of Friendswood to acquire property over and across a tract of land containing 8.49 acres for the maintenance and operation, and extension of Friendswood Lakes Blvd in the City of Friendswood, Texas, a more specific description of said 8.49 acre tract of land is contained in Exhibit "A", General Warranty Deeds, and made a part thereof, (herein after the "Land"); and

WHEREAS, the City of Friendswood, through its duly authorized representative, has negotiated with the owners of said tract of land for the dedication of such property for the herein stated purpose and has been able to agree with such owners as to the fair market value thereof.

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

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

Section 2. That the City Council of the City of Friendswood, Texas, finds that bona fide negotiations have been conducted by the authorized representative of the City for the acquisition of

the property over the herein described tract of land, and that said negotiations were successful, and that the acquisition of the property for the negotiated price is approved.

Section 3. That the Mayor is authorized to execute any documentation necessary to accept, document, and record said Deed.

PASSED, APPROVED, AND RESOLVED this 6th day of August, 2018.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

GENERAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF GALVESTON §

THAT CYPRESS CREEK HOLDINGS, LTD, MELISSA CLEAVES BENSON, CONSTANCE CLEAVES BRAKEBILL, VIRGINIA PARRISH CLEAVES, TED CLEAVES, AND CATHERINE CLEAVES MAHON ("Grantors"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid in cash to the Grantor by the Grantee herein named, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the CITY OF FRIENDSWOOD, TEXAS, a Home-Rule City of the State of Texas ("Grantee"), all of the property described as being a 4.994 acre tract of land, further described in the attached exhibit (the "Property").

THIS CONVEYANCE IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE subject to the terms, conditions and provisions hereof and further subject to all applicable easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record, to the extent, but only to the extent, they are validly existing and affect the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

IN WITNESS WHEREOF, the Grantor herein has executed this General Warranty Deed, to be effective as of the 6th day of August, 2018.

_____

By: _____
Property Owner

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2018 by _____, _____ (title) of CYPRESS CREEK HOLDINGS.

_____
Notary Public, State of Texas

MELISSA CLEAVES BENSON

By: _____
Property Owner

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2018 by _____, _____ (title) of _____.

_____
Notary Public, State of Texas

CONSTANCE CLEAVES BRAKEBILL

By: _____
Property Owner

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2018 by _____, _____ (title) of _____.

_____
Notary Public, State of Texas

VIRGINIA PARRISH CLEAVES

By: _____
Property Owner

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2018 by _____, _____ (title) of _____.

_____
Notary Public, State of Texas

TED CLEAVES

By: _____
Property Owner

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2018 by _____, _____ (title) of _____.

_____
Notary Public, State of Texas

CATHERINE CLEAVES MAHON

By: _____
Property Owner

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2018 by _____, _____ (title) of _____.

_____
Notary Public, State of Texas

City of Friendswood
Proposed Friendswood Lakes Boulevard
Right-of-Way
4.994 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 4.994-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 4.994-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the most southerly corner of Reserve "A" of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, said point bears North 41°53'46" East a distance of 551.04 feet from the most westerly corner of said 97.00-acre tract;

THENCE, South 49°21'36" East, along the proposed north right-of-way line of Friendswood Lakes Boulevard (based on a width of 100-feet) for a distance of 629.33 feet to the point of curvature of a curve to the left;

THENCE, continuing along the proposed north line of said Friendswood Lakes Boulevard and with said curve to the left, having a radius of 2,000.00 feet, a central angle of 16°24'09", (chord bears South 57°33'40" E, 570.61 feet), for an arc length of 572.56 feet to the point of tangency;

THENCE, South 65°45'45" East, continuing along the proposed north line of said Friendswood Lakes Boulevard for a distance of 956.60 feet to a point in an easterly line of the aforementioned 97.00-acre tract, same being the easterly line of the aforementioned Mary Fabreau Survey and westerly line of the John Dickinson Survey, Abstract No. 9;

THENCE, South 03°06'02" East, along an easterly line of said 97.00-acre tract, same being the easterly line of said Mary Fabreau Survey, for a distance of 26.92 feet to an angle point of said 97.00-acre tract, said point is the northeasterly corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the most southerly east line of said 97.00-acre tract, same being the common line between said Mary Fabreau Survey and said I. & G.N. R.R. Survey No. 4, for a distance of 79.84 feet to a point in the proposed south line of the aforementioned Friendswood Lakes Boulevard;

THENCE, North 65°45'45" West, along the proposed south line of said Friendswood Lakes Boulevard for a distance of 944.78 feet to the point of curvature of a curve to the right;

THENCE, continuing along the proposed south line of said Friendswood Lakes Boulevard, and with said curve to the right, having a radius of 2,100.00 feet, a central angle of 16°24'09", (chord bears North 57°33'40" West, 599.14 feet), for an arc length of 601.19 feet to the point of tangency;

THENCE, North 49°21'36" West, continuing along the proposed south line of said Friendswood Lakes Boulevard for a distance of 631.52 feet to a point in the westerly line of the aforementioned 97.00-acre tract, same being an interior line of a 194.21-acre tract of land (called "Tract A") described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

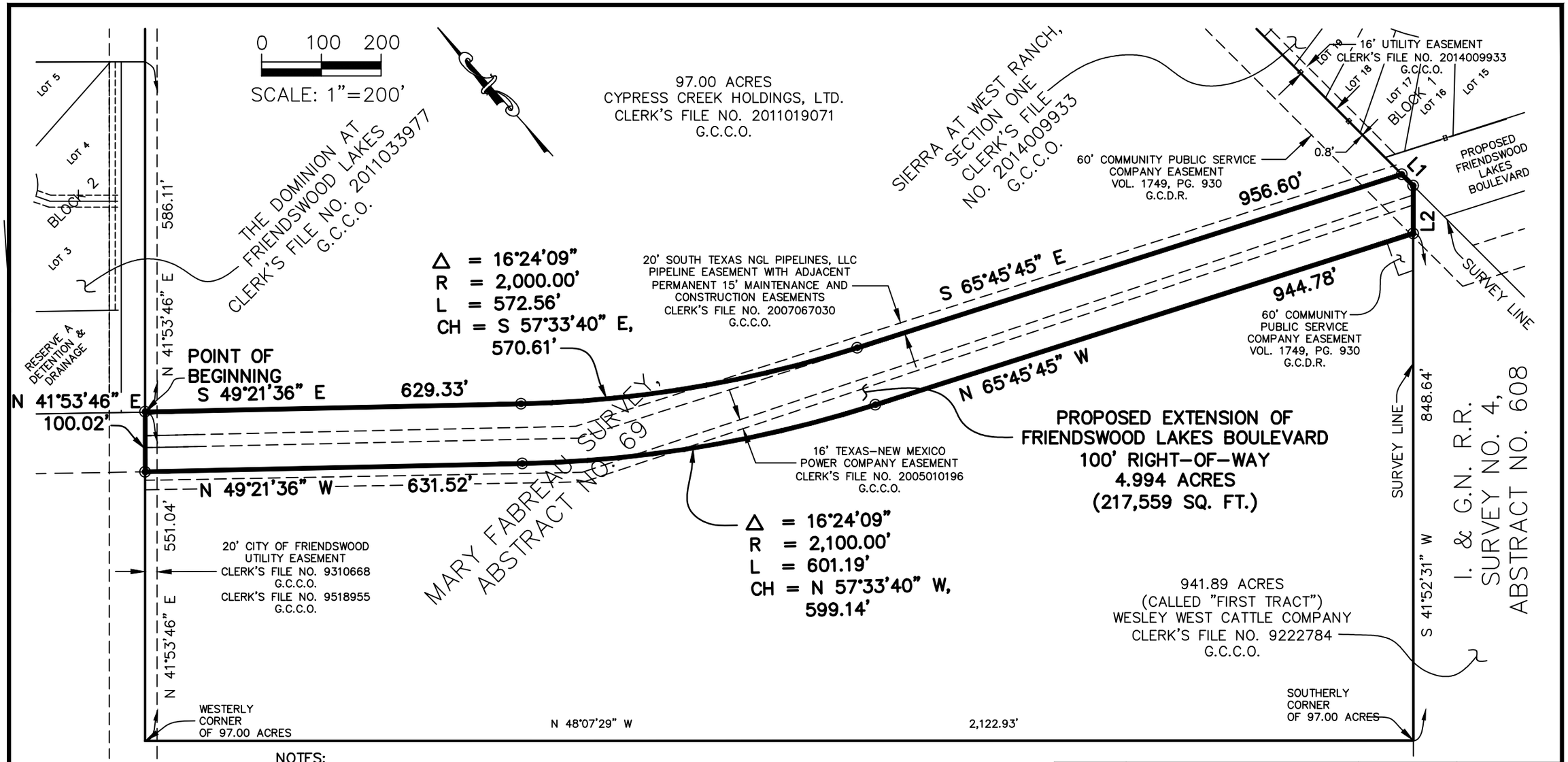
THENCE, North 41°53'46" East, along the westerly line of said 97.00-acre tract, same being an easterly line of said 194.21-acre tract, for a distance of 100.02 feet to the POINT OF BEGINNING, containing a computed area of 4.994-acres (217,559 square feet).

Note:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate exhibit map has been prepared in connection with this metes and bounds description.
3. This tract has not been surveyed on the ground and the property corners have not been marked.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900

_____
Michael D. Wilson, R.P.L.S.
Registration No. 4821



NOTES:

1. A SEPARATE METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED IN CONNECTION WITH THIS EXHIBIT MAP.

2. THIS TRACT HAS NOT BEEN SURVEYED ON THE GROUND AND THE PROPERTY CORNERS HAVE NOT BEEN SET.

LINE CHART		
LINE	BEARING	DISTANCE
1	S 03°06'02" E	26.92'
2	S 41°52'31" W	79.84'

COPYRIGHT 2018, THE WILSON SURVEY GROUP, INC

DWN: C.L.H.	CAD FILE: 18-148(EXHIBIT).dwg	SCALE: 1"=200'	JOB # 18-148

THE WILSON SURVEY GROUP
PROFESSIONAL LAND SURVEYORS
2006 E. BROADWAY PEARLAND, TEXAS
T.B.P.L.S. FIRM NO. 10014900

ORIGINAL PLOT DATE: 07/11/18

SHEET 1 OF 1

TAYLOR MORRISON

GENERAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF GALVESTON §

THAT YELLOWSTONE HILL COUNTRY RANCH, LLC ("Grantor"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid in cash to the Grantor by the Grantee herein named, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the CITY OF FRIENDSWOOD, TEXAS, a Home-Rule City of the State of Texas ("Grantee"), all of the property described as being a 3.492 acre tract of land, further described in the attached exhibit (the "Property").

THIS CONVEYANCE IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE subject to the terms, conditions and provisions hereof and further subject to all applicable easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record, to the extent, but only to the extent, they are validly existing and affect the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

IN WITNESS WHEREOF, the Grantor herein has executed this General Warranty Deed, to be effective as of the 6th day of August, 2018.

GREG EVANS

By: _____
Property Owner

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on _____, 2018 by _____, _____ (title) of GREG EVANS.

_____
Notary Public, State of Texas

EXHIBIT "A"

PROPOSED EXTENSION OF 100 FOOT RIGHT-OF-WAY

"FRIENDSWOOD LAKES BOULEVARD”

A TRACT OF LAND CONTAINING 152,109.88 SQUARE FEET (3.492 ACRES) OF LAND, MORE OR LESS, BEING THE EXTENSION OF FRIENDSWOOD LAKES BOULEVARD, A 100 FOOT RIGHT-OF-WAY, BEING OUT OF A CALLED 194.21 ACRE TRACT OF LAND KNOWN AS TRACT A AND BEING CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING, LLC, RECORDED IN GALVESTON COUNTY CLERK'S FILE NUMBER 2010059686, COMPRISED OF A PORTION OF LOT 14 AND ALL OF LOTS 15 AND 16 OF THE DAVID FAHEY SUBDIVISION RECORDED IN VOLUME 118, PAGE 417 AND BEING SITUATED IN THE MARY FABREAU SURVEY, A-69, SAID 3.492 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE FINAL PLAT OF THE DOMINION AT FRIENDSWOOD LAKES, AS RECORDED IN PLAT RECORDS 2011A, PAGES 53 & 54 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, SAID POINT BEING IN THE NORTHWEST LINE OF A 96.932 ACRE TRACT CONVEYED TO CYPRESS CREEK HOLDINGS LTD., RECORDED IN CLERK'S FILE NUMBER 2011019071;

THENCE SOUTH 41°53'44" WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 100.02 FEET TO A 1/2 INCH IRON ROD SET FOR A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 49°06'11" WEST, A DISTANCE OF 811.88 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49°09'28" WEST, AT A DISTANCE OF 632.06 FEET PASSING A 5/8 INCH IRON ROD FOUND AT THE SOUTH EAST CORNER OF RESTRICTED RESERVE "A" OF STERLING CREEK SECTION 3 AS RECORDED IN CLERK'S FILE NUMBER 2017055886 OF THE GALVESTON COUNTY MAP RECORDS, AND CONTINUING FOR A TOTAL DISTANCE OF 691.09 FEET TO A 1/2 INCH IRON ROD SET IN A NORTHWEST LINE OF SAID 194.21 ACRE TRACT;

THENCE, NORTH 40°49'37" EAST, ALONG SAID NORTHWEST LINE OF THE 194.21 ACRE TRACT, A DISTANCE OF 100.09 FEET TO A 1/2 INCH IRON ROD FOUND IN THE SOUTHWEST LINE OF RESTRICTED RESERVE "F" OF FRIENDSWOOD LAKES, SECTION 2, AS RECORDED IN PLAT RECORD 18, PAGE 1366 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS

THENCE SOUTH 49°08'03" EAST, ALONG SAID SOUTHWEST LINE OF RESTRICTED RESERVE "F", A DISTANCE OF 460.42 FEET TO A 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET WITH A CHORD BEARING NORTH 85°42'26" EAST FOR AN ARC DISTANCE OF 39.23 FEET TO A 1/2 INCH IRON ROD SET FOR A POINT FOR CORNER IN THE NORTH RIGHT OF WAY LINE OF SANDY LAKES DRIVE, BASED ON A WIDTH OF 60.00 FEET;

THENCE, SOUTH 49°08'34" EAST, CROSSING SAID SANDY LAKES DRIVE, A DISTANCE OF 59.91 FEET TO A 1/2 INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

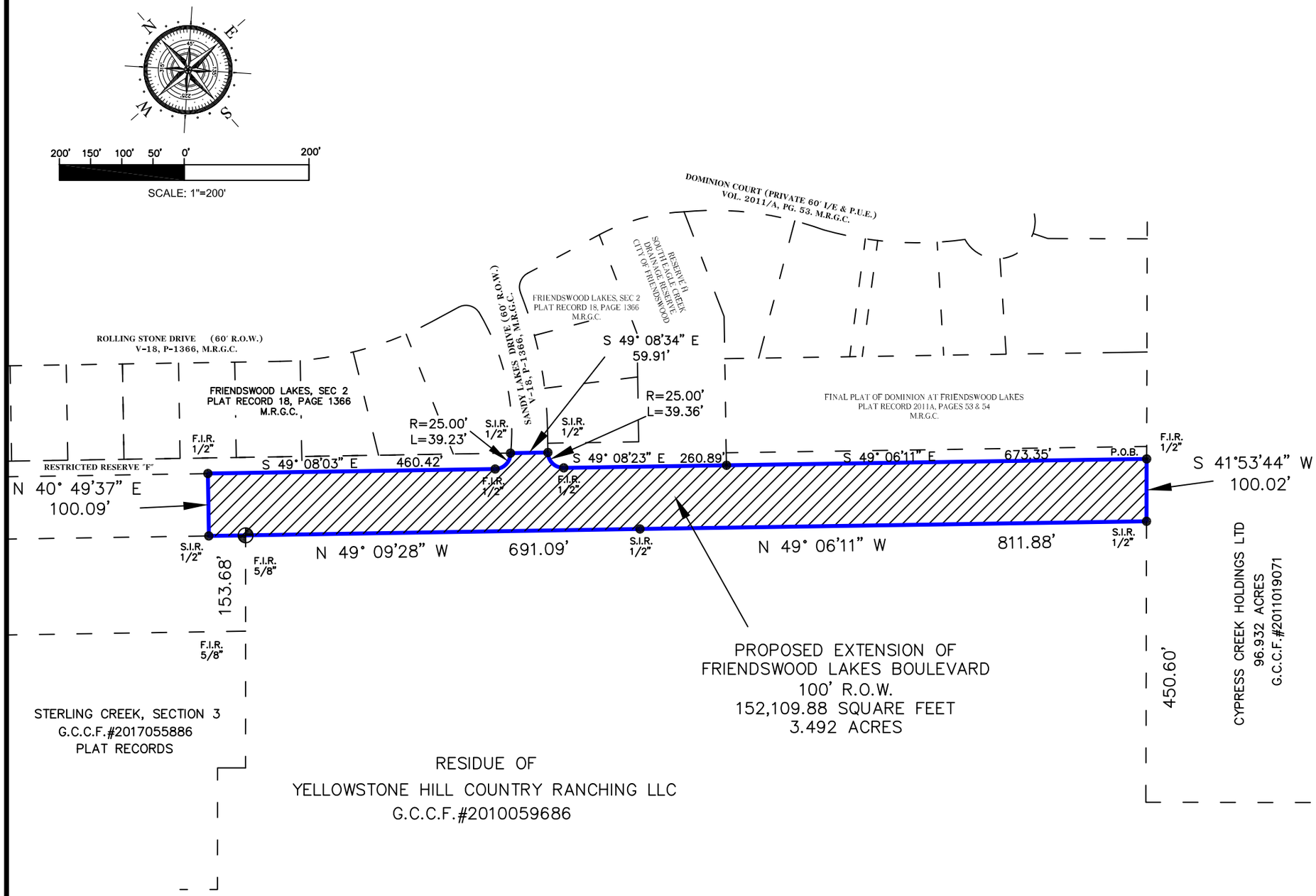
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET WITH A CHORD BEARING SOUTH 04°18'22" EAST FOR AN ARC DISTANCE OF 39.36 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT FOR THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 49°08'23" EAST, A DISTANCE OF 260.89 FEET TO A 1/2 INCH IRON ROD SET AT AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 49°06'11" EAST, A DISTANCE OF 673.35 FEET RETURNING TO THE POINT OF BEGINNING AND CONTAINING 152,109.88 SQUARE FEET (3.492 ACRES) OF LAND MORE OR LESS.

SEE PROJECT # PS1805055 FOR DRAWING OF ABOVE DESCRIBED RIGHT-OF-WAY EXTENSION AS PREPARED BY PRO-SURV, LLC, P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113, TIMOTHY A LESAK, RPLS 6052

THIS SKETCH IS INCORPORATED BY REFERENCE AS A PART OF AN EXTENSION OF A 100' R.O.W.



LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 152,109.88 SQUARE FEET (3.492 ACRES) OF LAND, MORE OR LESS, BEING THE EXTENSION OF FRIENDSWOOD LAKES BOULEVARD, A 100 FOOT RIGHT-OF-WAY, BEING OUT OF A CALLED 194.21 ACRE TRACT OF LAND KNOWN AS TRACT A AND BEING CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING, LLC, RECORDED IN GALVESTON COUNTY CLERK'S FILE NUMBER 2010059686, COMPRISED OF A PORTION OF LOT 14 AND ALL OF LOTS 15 AND 16 OF THE DAVID FAHEY SUBDIVISION RECORDED IN VOLUME 118, PAGE 417 AND BEING SITUATED IN THE MARY FABREAU SURVEY, A-69, SAID 3.492 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS AS ATTACHED.

ADDRESS

FRIENDSWOOD LAKES BOULEVARD

DATE 05/09/2018

PRO-SURV, LLC

T.B.P.L.S. FIRM #10119300

P.O. BOX 1366, FRIENDSWOOD, TX 77549

PHONE: 281-996-1113 FAX: 281-996-0012

PROFESSIONAL SURVEY AND MAPPING SERVICES

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PROJECT#PS1805055

EASEMENT EXHIBIT

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: 08/06/18

Date Submitted: 07/30/18 Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Investment Policy – Annual Review

Originating Department: Administrative Services City Attorney Review: yes

Proceeding: Resolutions

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The State of Texas Public Funds Investment Act requires that we review our Investment Policy annually and receive City Council approval. The Investment Committee met on July 23, 2018 and reviewed the City's Investment Policy. The Committee and Investment Officers proposed the following amendments based on State of Texas legislative changes to the Public Funds Investment Act 2256 effective upon City Council approval.

Investment Committee members voted to accept the investment policy changes detailed below.

Section V

- revised language the specify the Deputy Director of Administrative Services – Finance as the liaison/deputy investment officer liaison/deputy investment officer in the event circumstances require timely investment action and the Investment Officer is not available

Section XII

- changed "person" to "business organization" related to providing a written copy of the investment policy to firm(s) offering to engage in an investment transaction with the City in accordance with PFIA 2256 update

Section XVI

- corrected "accord" to "accordance" for reading ease.

List of Authorized Depositories and Qualified Brokers Authorized to Engage in Investment Transactions with the City of Friendswood

- changed BOSC, Inc. to BOK Financial Securities, Inc. to reflect current firm name changed Coastal Securities LTD to FTN Financial Securities Corporation to reflect the current firm name
- changed First Southwest Company to HilltopSecurities to reflect the current firm name
- changed First Public-Lonestar Investment Pool to Lonestar Investment Pool to reflect the current firm name

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If the policy is not approved, the City will not be in compliance with the State of Texas Public Funds Investment Act.

RECOMMENDATIONS

Staff recommends approval of the Investment Policy.

ATTACHMENTS

Resolution
Investment Policy red-lined version

RESOLUTION NO. R2018-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC FUNDS MANAGEMENT AND INVESTMENT POLICY.

* * * * * * * *

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

Section 1. The City Council has reviewed the Public Funds Management and Investment Policy attached hereto and made a part hereof for all purposes be, and it is hereby, approved as the Official Public Funds Management and Investment Policy of the City of Friendswood, Texas. The Policy shall record any changes made to the Policy previously adopted.

Section 2. The City Secretary is hereby directed to place on said Investment Policy an endorsement, which shall be signed by the City Secretary, which shall read as follows:

"The Investment Policy of the City of Friendswood, Texas,
approved by City Council the 6th day of August 2018"

Such Investment Policy, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

PASSED, APPROVED, AND RESOLVED, this the 6th day of August 2018.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD, TEXAS
INVESTMENT POLICY
August 6, 2018

I. **Policy** - It is the policy of the City of Friendswood that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines. The City's portfolio shall be designed and managed in a manner responsive to the highest public trust and consistent with this policy. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. This policy will adopt passive investment strategies designed to minimize administrative expenses while obtaining market-average rates of return and incurring minimal risks. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act.

II. **Scope** - This investment policy applies to all financial assets and funds placed for investment by the City. The City commingles its funds for investment purposes for efficiency and investment opportunity. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund
Special Revenue Funds
Debt Service Funds
Enterprise Funds
Trust and Agency Funds

And any new funds created by the City, unless specifically exempted by the City Council and this policy.

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation.

III. **Objectives** - The investment policy of the City shall be governed by these primary objectives: safety, liquidity and yield. The suitability of each investment decision will be made on the basis of these objectives.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital while minimizing credit rate and interest rate risk. Investment for speculation purposes is prohibited.

1. Credit Risk and Concentration of Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer.

2. Interest Rate Risk – The city will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates.

3. Collateralization – The City requires collateralization of all uninsured collected balances of invested funds and any accrued interest on funds invested; acceptance, substitution, release and valuation of collateral for City investments shall be in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

B. **Liquidity -** Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C**.** **Yield** – Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. **Legal Limitations, Responsibilities and Investment Authority -** Authority and parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act").

The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in investment pools established thereunder. That statute and reference to authorized investment in investment pools in the Act, is primary authority for use of investment pools by political subdivisions of the State of Texas.

V. **Delegation of Investment Authority -** The Director of Administrative Services is designated as the Investment Officer of the City and is responsible for the implementation of these policies, and for assuring that investment management decisions and activities fully comply herewith. The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, which are in strict accordance with this investment policy, as approved by the City Council. The Investment Officer and Liaison/Deputy Investment Officer shall comply with training requirements of the Public Funds Investment Act (PFIA). Investment Officer(s) must obtain 10 hours of PFIA training within 12 months of assuming investment responsibilities and 8 hours of PFIA training every two years thereafter. The investment training session shall be provided by an independent source approved by the City Council or Investment Committee. An "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other

sponsor, other than a Business Organization with whom the City may engage in an investment transaction. The Deputy Director of Administrative Services – Finance shall serve as designated liaison/deputy investment officer in the event circumstances require timely action and the Investment Officer is not available. However, no officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the City Manager.

VI. **Standards** of Care - To be observed.

As fiduciaries of the City's assets, City Council retains ultimate responsibility of the investment portfolio.

A. **Prudence** The standard of prudence used by the City of Friendswood shall be the "Prudent Person Rule" and shall be applied in the context of managing the overall portfolio. This standard states: "the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds under the City's control, over which the officer had responsibility; and

2. Whether the investment decision was consistent with the written investment policy of the City.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose, in writing, to the Texas Ethics Commission and the City's governing body, any material interests, including personal business relationships, with any financial institution with which it is proposed that the City conduct business. For the purposes of this section, an investment officer has a personal business relationship with a business organization if: (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization; (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or (3) the investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer. In accordance with Texas Government Code 573 and for the purposes of this section, if Investment Officer(s) is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business with the City, the Investment Officer(s) will file a disclosure statement of this fact

in writing with the Texas Ethics Commission and the City's governing body.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by their policy. Unless matched to a specific requirement, the Investment Officer may not invest more than 30% of the portfolio for a period greater than two (2) years. The Investment Officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity, specific issuer or specific class of securities. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. At a minimum, diversification standards by security type and issuer shall be:

Security Type	Maximum % of Portfolio
U.S. Treasuries & securities with the U.S. Government's guarantee	Not To Exceed 75%
U.S. Government Agencies and instrumentalities	Not To Exceed 75%
Certificates of Deposit	Not To Exceed 75%
Money Market Funds	Not To Exceed 30%
Local Government Investment Pools	Not To Exceed 75%*

*(No more than 50% shall be invested in any single pool.)

E. **Yield** - The core of investments shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments shall be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of Friendswood shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, CUSIP number, yield and/or coupon and other pertinent information. Each safekeeping receipt shall clearly indicate that the instrument is held for the City of Friendswood. All safekeeping arrangements shall be documented by the Investment Officer.

All investment transactions shall be executed on "delivery vs. payment" basis to ensure that securities are deposited in the eligible financial institutions prior to the release of funds.

VII. **Internal Controls** - The City Council shall establish an annual process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures. Compliance and management controls of the City's investment policy will be included in this annual review.

VIII. **Investment Committee** - Upon adoption of this policy an Investment Committee shall be established. Members include three unpaid private sector financial professionals (example: banker, broker, CPA) appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the City Council.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the City and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to City funds, the target rate of return on the investment portfolio and annual review and approval of authorized depositories, brokers/dealers.

IX. **Authorized Investments** - Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity of market sector and maturity. The choice of high-grade government instruments is designed to provide for the safety of principal, return an acceptable yield and assure marketability. City funds may be invested only in the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities and government sponsoring enterprises (GSEs), not to exceed three (3) years to stated maturities, excluding collateralized mortgage obligations (CMOs).

B. Certificates of deposit or other financial institution deposits issued by a depository institution that has its main office or a branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor), or collateralized, in accordance with Section 2256.010, the Texas Government Code and Chapter 2257 the Public Funds Collateral Act, and not to exceed three (3) years to stated maturity. Both principal and interest earned on the investment will be guaranteed, insured or collateralized as stated.

C. No-load money market mutual funds that are registered and regulated by the Securities and Exchange Commission subject to the limitations contained in

Section 2256.014, Texas Government Code.

D. Local Government Investment Pools, such as TexPool Investment Pool (TexPool), Lone Star Investment Pool (LSIP) and Texas CLASS investment pool, provided such pools comply with Chapter 2256, Sections .016, .017, .018 and .019, Texas Government Code.

E. Commercial Paper in accordance with Section 2256.013, of the Local Government Code. The stated maturity must be 270 days or fewer from the date of its issuance, rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one national recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized an existing under the laws of the United State or any state.

X. **Loss of Required Minimum Rating –** Rating status of investments of the City's portfolio will be reviewed quarterly by the Investment Officer(s). All prudent measures, consistent with the City's investment policy, will be exercised to liquidate investments downgraded below the A-1 or P-1 required by this policy.

XI. **Existing Investment Exemption –** The City is not required to liquidate an investment which was an authorized investment type at the time of purchase.

XII. **Authorized Financial Dealers and Institutions** - The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of registration with Financial Industry Regulatory Authority (FINRA) and proof of state registration.

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the City. For purposes of this subsection, "a business organization includes investment pools. The qualified representative of the business organization offering to engage in an investment transaction with" the City "shall execute a written instrument" (Exhibit "A") "to the effect that the business organization has: (1) received and reviewed the investment policy of the City; and (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between" the City "and the organization that are not authorized by" the City′s "investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City′s "entire portfolio or requires an interpretation of subjective investment standards."

XIII. **Competitive Bidding Requirement** - Securities and certificates of deposits may be purchased or sold only after a reasonable review of the offers/bids, to verify that the City is receiving fair market value/price for the investment. At least three (3) competitive offers/bids must be obtained prior to purchase or sell of securities and certificates of deposits. Comparison of investment pools will occur to confirm that the City receives fair market value/return on investments.

XIV. **Methods to Monitor the Market Price of Investments** - The market price of investments acquired with public funds will be monitored through one of the following methods: (1) accessing financial information provided by the safekeeping custodian via communication software; (2) obtaining pricing information as provided in financial publications, such as the Wall Street Journal; and (3) obtaining pricing information from qualified broker/dealers or financial institution representatives. Market value of the City's investments will be reviewed and calculated on a monthly basis. The quarterly investment report will include the market value of the portfolio.

XV. **Reporting** - The Investment Officer shall prepare and submit to the City Manager and City Council a quarterly report of investment transactions for all funds of the City. Quarterly investment reports will be reviewed annually by an independent auditor. The report shall include all information as required by Section 2256.023 of the Act.

XVI. **Limitation of Personal Liability** - The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security′s credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

XVII. **Investment Strategy** - The City of Friendswood shall maintain a portfolio which involves investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio.

A. **Operating Funds** - Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other.

B. **Capital and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to ensure adequate liquidity at the time of payment. A portion of investments (at least 10%) should be highly liquid to allow for flexibility and unanticipated project outlays. The stated

final maturity date of any security held should not exceed the estimated project completion date.

C. **Debt Service Fund -** Investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.

D. **Overall Short-term Strategy** - The City uses a consolidated cash system for cash and investments where cash is commingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in highly liquid local government investment pools. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short-term interfund borrowing during the course of the year using "due-to/due-from" accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund. In addition, the City's portfolio will have a maximum dollar-weighted average maturity of 3 years or less based on the stated maturity date (if applicable) of each investment.

E. **Bond Proceeds** - Exclusive of all other City investments, up to 100% of the proceeds from a bond sale may be invested in a separate pooled (LGIP) account, and are not subject to the liquidity and diversification limitations found elsewhere in this policy.

F. **Performance Benchmarks –** Comparative data such as coupon rates, market price, market value, interest rates and rating agencies will be used to gauge performance of the City's investment portfolio.

XVIII. **Intent** - It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended by House Bill 2799 enacted by the 75th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XIX. **Adoption** - This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

Exhibit A

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Friendswood (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

The undersigned is a Qualified Representative of the Business Organization offering to enter in an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor; and

The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City of Friendswood's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature: _____

Name: _____

Title: _____

Date: _____

LIST OF AUTHORIZED DEPOSITORIES AND QUALIFIED BROKERS

AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS

WITH THE CITY OF FRIENDSWOOD

1. BOSC, Inc.
2. Coastal Securities LTD
3. First Southwest Company
4. Wells Fargo Brokerage Services, LLC
5. Wells Fargo Bank
6. First Public – Lonestar Investment Pool
7. TexPool
8. Texas Class
9. Cantor Fitzgerald & Company

The above list of broker/dealers and financial institutions were approved by the Investment Committee at a regular meeting, and are qualified to engage in investment transactions with the City of Friendswood, as required by the Texas Public Funds Investment Act, Chapter 2256, Section .025.

Name: Katina Hampton, Investment Officer

Date: August 6, 2018

RESOLUTION NO. R2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC FUNDS MANAGEMENT AND INVESTMENT POLICY.

* * * * * * * *

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

Section 1. The City Council has reviewed the Public Funds Management and Investment Policy attached hereto and made a part hereof for all purposes be, and it is hereby, approved as the Official Public Funds Management and Investment Policy of the City of Friendswood, Texas. The Policy shall record any changes made to the Policy previously adopted.

Section 2. The City Secretary is hereby directed to place on said Investment Policy an endorsement, which shall be signed by the City Secretary, which shall read as follows:

"The Investment Policy of the City of Friendswood, Texas,
approved by City Council the 6th day of August 2018"

Such Investment Policy, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

PASSED, APPROVED, AND RESOLVED, this the 6th day of August 2018.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD, TEXAS
INVESTMENT POLICY
August 6, 2018

I. **Policy** - It is the policy of the City of Friendswood that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines. The City's portfolio shall be designed and managed in a manner responsive to the highest public trust and consistent with this policy. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. This policy will adopt passive investment strategies designed to minimize administrative expenses while obtaining market-average rates of return and incurring minimal risks. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act.

II. **Scope** - This investment policy applies to all financial assets and funds placed for investment by the City. The City commingles its funds for investment purposes for efficiency and investment opportunity. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund
Special Revenue Funds
Debt Service Funds
Enterprise Funds
Trust and Agency Funds

And any new funds created by the City, unless specifically exempted by the City Council and this policy.

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation.

III. **Objectives** - The investment policy of the City shall be governed by these primary objectives: safety, liquidity and yield. The suitability of each investment decision will be made on the basis of these objectives.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that

seeks to ensure the preservation of capital while minimizing credit rate and interest rate risk. Investment for speculation purposes is prohibited.

1. Credit Risk and Concentration of Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer.

2. Interest Rate Risk – The city will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates.

3. Collateralization – The City requires collateralization of all uninsured collected balances of invested funds and any accrued interest on funds invested; acceptance, substitution, release and valuation of collateral for City investments shall be in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

B. **Liquidity** - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C**.** **Yield** – Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. **Legal Limitations, Responsibilities and Investment Authority** - Authority and parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act").

The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in investment pools established thereunder. That statute and reference to authorized investment in investment pools in the Act, is primary authority for use of investment pools by political subdivisions of the State of Texas.

V. **Delegation of Investment Authority** - The Director of Administrative Services is designated as the Investment Officer of the City and is responsible for the implementation of these policies, and for assuring that investment management decisions and activities fully comply herewith. The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, which are in strict accordance with this investment policy, as approved by the City Council. The Investment Officer and –Liaison/Deputy Investment Officer shall comply with training requirements of the Public Funds Investment Act (PFIA). Investment Officer(s) must obtain 10 hours of PFIA training within 12 months of assuming investment responsibilities and 8 hours of PFIA training every two years thereafter. The investment training session shall be provided by an

independent source approved by the City Council or Investment Committee. An "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor, other than a Business Organization with whom the City may engage in an investment transaction. ~~Each year, the Investment Officer shall designate a staff person~~The Deputy Director of Administrative Services – Finance shall serve as ~~a~~ designated liaison/deputy investment officer in the event circumstances require timely action and the Investment Officer is not available. ~~The appointment shall be approved by City Council.~~ However, no officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the City Manager.

VI. **Standards** of Care - To be observed.

As fiduciaries of the City's assets, City Council retains ultimate responsibility of the investment portfolio.

A. **Prudence** The standard of prudence used by the City of Friendswood shall be the "Prudent Person Rule" and shall be applied in the context of managing the overall portfolio. This standard states: "the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds under the City's control, over which the officer had responsibility; and

2. Whether the investment decision was consistent with the written investment policy of the City.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose, in writing, to the Texas Ethics Commission and the City's governing body, any material interests, including personal business relationships, with any financial institution with which it is proposed that the City conduct business. For the purposes of this section, an investment officer has a personal business relationship with a business organization if: (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization; (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or (3) the investment

officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer. In accordance with Texas Government Code 573 and for the purposes of this section, if Investment Officer(s) is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business with the City, the Investment Officer(s) will file a disclosure statement of this fact in writing with the Texas Ethics Commission and the City's governing body.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by their policy. Unless matched to a specific requirement, the Investment Officer may not invest more than 30% of the portfolio for a period greater than two (2) years. The Investment Officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity, specific issuer or specific class of securities. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. At a minimum, diversification standards by security type and issuer shall be:

Security Type	Maximum % of Portfolio
U.S. Treasuries & securities with the U.S. Government's guarantee	Not To Exceed 75%
U.S. Government Agencies and instrumentalities	Not To Exceed 75%
Certificates of Deposit	Not To Exceed 75%
Money Market Funds	Not To Exceed 30%
Local Government Investment Pools	Not To Exceed 75%*

*(No more than 50% shall be invested in any single pool.)

E. **Yield** - The core of investments shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments shall be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of Friendswood shall be secured by the City, or through third party custody and safekeeping

procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, CUSIP number, yield and/or coupon and other pertinent information. Each safekeeping receipt shall clearly indicate that the instrument is held for the City of Friendswood. All safekeeping arrangements shall be documented by the Investment Officer.

All investment transactions shall be executed on "delivery vs. payment" basis to —ensure that securities are deposited in the eligible financial institutions prior to the release of funds.

VII. **Internal Controls -** The City Council shall establish an annual process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures. Compliance and management controls of the City's investment policy will be included in this annual review.

VIII. **Investment Committee -** Upon adoption of this policy an Investment Committee shall be established. Members include three unpaid private sector financial professionals (example: banker, broker, CPA) appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the City Council.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the City and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to City funds, the target rate of return on the investment portfolio and annual review and approval of authorized depositories, brokers/dealers.

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or insured by the Federal Deposit Insurance Corporation (or its successor), or collateralized, in accordance with Section 2256.010, the Texas Government Code and Chapter 2257 the Public Funds Collateral Act, and not to exceed three (3) years to stated maturity. Both principal and interest earned on the investment will be guaranteed, insured or collateralized as stated.

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subsection, "a business organization includes investment pools. The qualified representative of the business organization offering to engage in an investment transaction with" the City "shall execute a written instrument" (Exhibit "A") "to the effect that the business organization has: (1) received and reviewed the investment policy of the City; and (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between" the City "and the organization that are not authorized by" the City's "investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's "entire portfolio or requires an interpretation of subjective investment standards."

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primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other.

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XVIII. **Intent** - It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended by House Bill 2799 enacted by the 75th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XIX. **Adoption** - This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

Exhibit A

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Friendswood (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

The undersigned is a Qualified Representative of the Business Organization offering to enter in an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor; and

The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City of Friendswood's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature: _____

Name: _____

Title: _____

Date: _____

LIST OF AUTHORIZED DEPOSITORIES AND QUALIFIED BROKERS

AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS

WITH THE CITY OF FRIENDSWOOD

1. ~~BOSC, Inc.~~BOK Financial Securities, Inc.
2. ~~Coastal Securities LTD~~FTN Financial Securities Corporation
3. ~~First Southwest Company~~HilltopSecurities
4. Wells Fargo Brokerage Services, LLC
5. Wells Fargo Bank
6. ~~First Public –~~Lonestar Investment Pool
7. TexPool
8. Texas Class
9. Cantor Fitzgerald & Company

The above list of broker/dealers and financial institutions were approved by the Investment Committee at a regular meeting, and are qualified to engage in investment transactions with the City of Friendswood, as required by the Texas Public Funds Investment Act, Chapter 2256, Section .025.

Name: Katina Hampton, Investment Officer

Date: August 6, 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: August 6, 2018

Date Submitted: July 23, 2018 Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone Change request at 315 S. Friendswood Dr. to change from Light Industrial (LI) to Downtown District (DD)

Originating Department: Community Development City Attorney Review: Yes

Proceeding: First reading of an ordinance

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL:	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The new owner of the subject property is requesting to change the zoning from Light Industrial (LI) to Downtown District (DD). The existing building will remain with some alterations to the rear and interior of the building. Changing to DD allows for the development related fees to be waived and would also allow the owner to take advantage of other potential Downtown District opportunities made available by the Friendswood Downtown Economic Development Corporation or other organizations.

The lot and use meet the requirements of the DD zoning district. The supplemental requirements (benches, pavers and lights) of the DD zoning district only apply to new development. The existing structure would be classified as non-conforming as it does not meet the fenestration and façade requirements; however, as long as alterations and additions are in conformance with the non-conforming ordinance, they would be allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as Mixed Use, and it is located within the original boundary of the Downtown District (DD) boundary established by Ordinance 2007-18, and as amended by Ordinance 2008-30.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation after the Joint Public Hearing.

ATTACHMENTS

Ordinance
Exhibit A

(Title: An ordinance rezoning a .3337 acre tract of land located at 315 S. Friendswood Dr., Friendswood, Texas, (as more fully described herein), from Light Industrial (LI) to Downtown District (DD).

ORDINANCE NO. T2018-21

AN ORDINANCE AMENDING APPENDIX "C" "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, BY AMENDING THE ZONING CLASSIFICATION FOR A .3337 ACRE TRACT OF LAND LOCATED AT 315 S. FRIENDSWOOD DR., FRIENDSWOOD, TEXAS, SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151, GALVESTON COUNTY, TEXAS, BEING OUT OF LOT 9, BLOCK 2, FRIENDSWOOD SUBDIVISON, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 4, GALVESTON COUNTY CLERK'S RECORDS, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM LIGHT INDUSTRIAL (LI) TO DOWNTOWN DISTRICT (DD), ALL AS MORE SPECIFICALLY PROVIDED HEREIN; 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, Elizabethtown Properties, LLC, is the Owner of a tract of land consisting of .3337 acres of land situated in the Sarah McKissick League, Abstract 151, being out of Lot 9, Block 2, Friendswood Subdivision, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's Records, City of Friendswood, Galveston County, Texas, as more fully shown in the survey, metes and bounds description, zoning map, location map and aerial map in the attached Exhibit "A", (the "Property'); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Light Industrial (LI) to Downtown District (DD); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, a public hearing 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 _____ 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 Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", from Light Industrial (LI) to Downtown District (DD), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above,

with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 6th day of August, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 10th day of September, 2018.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

Exhibit “A”

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

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: LI

TYPE OF ZONE CHANGE (check one):

- [x] Land Use Change to Zone: DD
- [ ] Planned Unit Development Option 1
- [ ] Planned Unit Development Option 2
- [ ] Specific Use Permit Option 1
- [ ] Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 315 South Friendswood Drive

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Elizabethtown Properties Phone: 281.842.8300

Owner's Mailing Address: 11831 West Fairmont Pkwy.

City: La Porte State: TX Zip: 77571 Fax: 281.842.8314

Owner's Email Address: johnmchazlett@mmprotection.com

AGENT'S NAME : N/a Phone: _____

Agent's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Agent's Email Address: _____

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: 6.29.18

Agent's Signature: N/a Date: N/a

Received By: BSummers	Application Number: 2018-0023
Date of Public Hearing: Aug 6	Received Date: 7-2-18
Property Owner Notices: 7-27	Newspaper Notice: 7-16
	Sign on Property: 7-27

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.

After Recording Return To:
Texas Citizens Bank, N.A.
P.O. Box 890029
Houston, TX 77289-0029

RECORDED BY
SOUTHLAND TITLE, LLC
GF# 1860050

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

1. Grant of Lien. Effective as of June 26, 2018 (the "Effective Date"), ELIZABETHTOWN PROPERTIES, LLC, a Texas limited liability company ("Borrower") whose address is 11831 W. Fairmont Parkway, La Porte, Texas 77571-6003, for and in consideration of the indebtedness hereinafter described and in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY, in trust, unto MICHAEL L. CORNETT of Harris County, Texas, whose address is P.O. Box 890029, Houston, TX 77289-0029, as Trustee and all substitute trustees hereunder ("Trustee"), that certain tract or parcel of land (the "Land") being more particularly described on Exhibit A attached hereto together with (a) all the buildings and other improvements now on or hereafter located thereon; (b) all materials, equipment, fixtures or other property whatsoever now or hereafter attached or affixed to or installed in said buildings and other improvements, including, but not limited to, all heating, plumbing, lighting, water heating, cooking, laundry, refrigerating, incinerating, ventilating and air conditioning equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and apparatus, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, engines, machines, elevators, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows, awnings, drapes, and rugs and other floor coverings, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which materials, equipment, fixtures and other property are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the indebtedness herein mentioned; (c) all easements and rights of way now and at any time hereafter used in connection with any of the foregoing property or as a means of ingress to or egress from said property or for utilities to said property; (d) all interests of Borrower in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; and (e) all rights, estates, powers and privileges appurtenant or incident to the foregoing (collectively, the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and its assigns, forever, in trust, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the Mortgaged Property unto Trustee, its successors and assigns, forever, against the claim or claims of all persons whomsoever claiming or to claim the same, or any part thereof.

2. Grant of Security Interest. In order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower hereby grants to Lender (as hereinafter defined) a security interest in all of Borrower's property, including without limitation goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Borrower now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the Land, or otherwise located on said Land, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein, all security deposits (whether cash, one or more letters of credit, bonds or other form of security), additional contingent consideration (including, without limitation, stock warrants), and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Property (as hereinafter defined), all monetary deposits which Borrower has been required to give to any public or private utility, all rents and other amounts from and under leases of all or any part of the Property, all issues, profits and proceeds from all or any part of the Property, all proceeds (including premium refunds) of each policy of insurance relating to the Property, all proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in escrow for the payment of ad valorem taxes, assessments and charges and/or premiums for policies of insurance with respect to the Property, all contracts related to the Property, any agreement relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option currency option or any other similar transaction, all money, funds, accounts (including tax/insurance reserve accounts, capital improvement reserves, tenant improvement reserves, and leasing commission reserves), instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), all notes or chattel paper arising from or related to the Property, all permits, approvals, entitlements, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, all marketing materials, all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the construction upon, use, occupancy, leasing, marketing, sale or operation of the Property, all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property, all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or

character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof (all of the property described in this paragraph hereinafter collectively called the "Collateral") and all proceeds of the Collateral. (The Mortgaged Property and the Collateral are herein sometimes collectively called the "Property".)

3. Assignment of Rents. In order to provide a source of future payment of the Indebtedness (as defined below), Borrower does hereby absolutely and unconditionally assign, transfer and set over to Lender all rents, revenues, issues and profits now or hereafter accruing to the benefit of Borrower, pertaining to or arising from the Property, including, without limitation, all rights to payment from credit/charge card organizations and all the records and books of account now or hereafter maintained by Borrower in connection with the operation of the Property and buildings, income, proceeds, profits, security and other benefits paid or payable by parties for the use, lease, license, operation or other enjoyment of the Property (collectively, the "Rents"), TO HAVE AND TO HOLD unto Lender forever, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the title to the Rents unto Lender against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

4. Indebtedness. This Deed of Trust, Security Agreement and Assignment of Rents (this "Security Instrument") is made to secure and enforce the payment of the following note, obligations, indebtedness and liabilities: (a) the Promissory Note (such note and all other notes given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, collectively, the "Note") of even date herewith in the original principal amount of $446,250.00, executed by Borrower, payable to the order of TEXAS CITIZENS BANK, N.A. ("Lender"), whose address is 4949 Fairmont Parkway, Pasadena, Texas 77505, bearing interest at the rate therein stated, with final maturity being November 26, 2033, such Note providing, in part, that if certain defaults occur, the unpaid principal thereof and all accrued unpaid interest may be declared due and payable, at the holder's option, prior to the stated maturity thereof, and providing further for the payment of reasonable attorney's fees and other expenses of collection, subject to the terms and conditions of that certain Loan Agreement (the "Loan Agreement") of even date herewith between Borrower and Lender and (b) any funds hereafter advanced by Lender to or for the benefit of Borrower, or as contemplated by any Loan Document (as defined in the Loan Agreement) (all of the aforesaid, the "Indebtedness"). Said Indebtedness shall be payable at the above stated address of Lender or at such other place as Lender may hereafter direct in writing; and, unless otherwise provided herein or in the instrument evidencing the Indebtedness, shall bear interest at the same highest then applicable rate per annum as the Note bears, from date of accrual of the Indebtedness until paid. In addition, any and all reasonable attorney's fees and expenses of collection payable under the terms of the Note shall be and constitute a part of the Indebtedness secured hereby. This Security Instrument shall also secure all renewals, rearrangements, extensions and enlargements of any of the Indebtedness.

5. Incorporation of Representations, Warranties and Covenants; Undefined Terms. The Representations and Warranties contained in Article 2 and the Covenants contained in Article 3 of the Loan Agreement are incorporated herein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Loan Agreement.

6. Rents.

(a) Until receipt from Lender of notice of the occurrence of an Event of Default (as defined in the Loan Agreement) (a "Notice of Default"), each tenant under a lease of all or a portion of the Property shall pay Rents directly to Borrower and Borrower shall have the right to receive such Rents provided that Borrower shall hold such Rents as a trust fund to be applied first to the payment of the Note, second to the payment of all taxes, insurance premiums, utility charges, maintenance and repair costs, replacement reserves and other operating, management and maintenance expenses of the Property, as same become due, and finally, Borrower may use the balance of the Rents collected in any manner not inconsistent with the Loan Documents.

(b) Upon the delivery of a Notice of Default, without further consent of Borrower, Borrower hereby authorizes any and all tenants to make future payments of Rents to Lender. Thereafter, Lender will have the exclusive right, power and authority to collect the Rents, regardless of whether a foreclosure sale of any or all of the Property has occurred under this Security Instrument, or whether Lender has taken possession of any or all of the Property or attempted to do any of the same. In no event will the assignment of Rents in this Security Instrument reduce the Indebtedness, except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Indebtedness. As between Lender and Borrower, and any person claiming through or under Borrower other than any tenant under a lease of the Property who has not received a Notice of Default pursuant hereto, this assignment of Rents is intended to be absolute, unconditional and presently effective, and the provisions hereof for notification of tenants under a lease upon the occurrence of an Event of Default are intended solely for the benefit of each such tenant and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a tenant who has not received such notice. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this assignment.

(c) Neither the acceptance by Lender of this assignment of Rents, nor the granting of any other right, power, privilege or authority herein concerning the Rents, nor the exercise of any of the aforesaid, will (i) prior to the actual taking of physical possession and operational control of the Property by Lender, be deemed to constitute Lender as a "mortgagee in possession" or (ii) at any time thereafter, obligate Lender (A) to appear in or defend any action or proceeding relating to the Rents or the Property, (B) to take any action hereunder, (C) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any lease, (D) to assume any obligation or responsibility for any tenant deposits which are not physically delivered to Lender, or (E) to assume any obligation or responsibility for any injury or damage to person or property sustained in or about the Property.

(d) This assignment of Rents will terminate upon the release of this Security Instrument but no tenant under a lease will be required to take notice of such termination until a copy of a release of this Security Instrument has been delivered to such tenant.

(e) Contemporaneously with the execution of this Security Instrument, Borrower is executing an Absolute Assignment of Rents of even date herewith in favor of Lender. To the extent any provision above is construed to contradict, conflict with or be

inconsistent with any term, condition or provision contained in such Absolute Assignment of Rents, the applicable terms, conditions and provisions of the Absolute Assignment of Rents shall supersede such contradicting, conflicting or inconsistent provisions hereof.

7. Defense of Title. If, while this Security Instrument is in force, the title of Trustee to the Property, or any part thereof, shall be endangered or shall be attacked directly or indirectly, Borrower hereby authorizes Lender, at Borrower's expense, to take all necessary and proper steps for the defense of said title, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title.

8. Borrower' Successors in Interest. In the event the ownership of the Property or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or for the Indebtedness or waiving the provisions hereof. No sale of the Property and no forbearance on the part of Lender, and no extension of the time for the payment of the Indebtedness given by Lender, will operate to release, discharge, modify, change or affect, either in whole or in part, any original liability of Borrower, or the liability of the guarantors or sureties of Borrower, or of any other party liable for the payment of the Indebtedness or any part thereof.

9. Default and Acceleration. Upon the occurrence of an Event of Default, Lender, at Lender's option, and without demand, presentment for payment, notice of nonpayment, grace, protest, notice of protest, notice of intent to accelerate the Indebtedness, notice of acceleration of the Indebtedness, or any other notice, all of which are hereby expressly waived by Borrower, may declare the entire unpaid balance and accrued interest on the Note and any other unpaid Indebtedness immediately due and payable, whereupon it shall be so due and payable.

10. Survival of Covenants and Liens. All of the covenants and agreements of Borrower set forth herein and in the other Loan Documents will survive the execution and delivery of this Security Instrument and shall continue in full force and effect until the Indebtedness is paid in full. If Borrower pays all of the Indebtedness, then, and then only, this conveyance will become null and void and shall be released in due form, upon Borrower's written request and at Borrower's expense; otherwise, it shall remain in full force and effect. No release of this conveyance or the lien thereof will be valid unless executed by Lender.

11. Foreclosure and Sale. If an Event of Default shall occur, Lender may, at Lender's election and by or through Trustee or otherwise, sell or offer for sale, in one or more sales, all or any part of the Mortgaged Property, in such portions, order and parcels as Lender may determine, with or without having first taken possession of same, to the highest bidder for cash (or credit on the Indebtedness if Lender is the highest bidder) at public auction. Such sale shall be made at the courthouse of the County in which the Mortgaged Property (or any of that portion thereof to be sold) is located, on the first Tuesday of any month (unless the first Tuesday of the month is January 1 or July 4, in which event the sale will be on the first Wednesday of the month) between the hours of 10:00 A.M. and 4:00 P.M. after giving legally adequate written

notice of sale of that portion of the Mortgaged Property to be sold, at least twenty-one (21) consecutive days prior to the date of said sale:

(a) by posting at the courthouse of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a written notice designating the county in which the Mortgaged Property will be sold;

(b) by filing in the office of the county clerk of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a copy of the notice posted under subparagraph (a); and

(c) by serving written notice of the sale on each debtor who, according to the records of Lender, is obligated to pay the Note (and, in the event the proceeds of the foreclosure sale are to be applied to a portion of the Indebtedness other than or in addition to the Note, then to each debtor who, according to the records of Lender, is obligated to pay such portion of the Indebtedness), such service to be complete and effective when the notice is deposited in the United States mail, postage prepaid and addressed to the debtor at the debtor's last known address as shown in the records of Lender.

In the alternative, such notice and sale may be accomplished in such manner as permitted or required by Title 5, §51.002 of the Texas Property Code (as amended, the "Property Code") relating to the sale of real property under contract lien and/or by Chapter 9 of the Texas Business and Commerce Code (as amended, the "UCC") relating to the sale of collateral after default by a debtor (as said title and chapter now exist or may be hereafter amended or succeeded), or by any other present or subsequent laws or regulations relating to same. In instances where the Mortgaged Property is located in states other than Texas, such sales shall be made in accordance with the legal requirements for such state, including, to the extent relevant, the Uniform Commercial Code in effect for such state (also included in the defined term "UCC"). Nothing contained in this paragraph shall be construed to limit in any way Trustee's rights to sell the Property by private sale if, and to the extent that, such private sale is permitted under the laws of the state where the Property (or that portion thereof to be sold) is located, or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same. At any such sale (a) whether made under the power herein contained, the Property Code, the UCC, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it will not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Property (Borrower hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee), and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (b) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Borrower, (c) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Note (and/or other portion of the Indebtedness with respect to which the sale has been conducted), advertisement and conduct of such sale in the manner provided herein and otherwise by law, and appointment of any successor Trustee hereunder, (d) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (e) the receipt of

Trustee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof, (f) to the fullest extent permitted by law, Borrower will be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Borrower, and (g) to the extent and under such circumstances as are permitted by law, Lender may be a purchaser at any such sale. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Trustee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default will not be exhausted by any one or more sales.

The Trustee making such sale will receive the proceeds thereof and apply same as follows: (w) to the payment of all expenses of advertising, selling, and conveying the Mortgaged Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums, or other sums including reasonable attorneys' fees and expenses and a reasonable fee or commission to Trustee, not to exceed five percent (5%) of the proceeds thereof or sums so received, (x) to the remainder of the Indebtedness as follows: first, to the remaining accrued but unpaid interest, second, to that portion of the Indebtedness which is not, for any reason whatsoever, secured by the Loan Documents, third, to the matured portion of principal of the Indebtedness, and fourth, to prepayment of the unmatured portion, if any, of principal of the Indebtedness applied to installments of principal in inverse order of maturity, (y) the balance, if any and to the extent applicable, remaining after the full and final payment of the Indebtedness and full performance and discharge of the obligations, to the lender of any inferior liens covering the Mortgaged Property, if any, in order of the priority of such inferior liens (Trustee and Lender shall hereby be entitled to rely exclusively upon a commitment for title insurance issued to determine such priority), and (z) the cash balance, if any, to Borrower.

12. Fair Market Value for Calculating Deficiencies. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORROWER EXPRESSLY 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 (AS AMENDED FROM TIME TO TIME).** In the event the foregoing waiver is found by a court of competent jurisdiction to be ineffective or invalid for any reason, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by §§ 51.003, 51.004 and 51.005 of the Property Code:

(a) The Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure,

(b) The valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve months) following the foreclosure sale,

(c) All closing costs customarily borne by the seller in a commercial real estate transaction should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey and environmental study of the Property, tax prorations, reasonable attorneys' fees and expenses, and marketing costs,

(d) The gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes, insurance and assessments (to the extent not accounted for in subparagraph (c) above), and other maintenance expenses, and

(e) Any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

13. Substitute Trustee. If, for any reason, Lender prefers to appoint a substitute trustee to act instead of the herein named Trustee, Lender will have full power to appoint, at any time by written instrument, a substitute trustee, and, if necessary, several substitute trustees in succession, who will succeed to all the estate, rights, powers and duties of Trustee named herein, and no notice of such appointment need be given to Borrower or to any other person or filed for record in any public office. Such appointment may be executed by any authorized agent or officer and such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient. Borrower hereby ratifies and confirms any and all acts that Trustee, or its successor or successors in this trust, may lawfully do by virtue hereof.

14. Indemnification of Trustee. **TRUSTEE WILL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING THE TRUSTEE'S NEGLIGENCE AND/OR STRICT LIABILITY), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Trustee will have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee will be under no liability for interest on any moneys received by it hereunder. **BORROWER SHALL REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND SAVE IT HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH MAY BE INCURRED BY IT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER (INCLUDING ANY LIABILITY AND EXPENSES RESULTING FROM TRUSTEE'S OWN NEGLIGENCE AND/OR STRICT LIABILITY).** The foregoing indemnity will not terminate upon release, foreclosure or other termination of this Security Instrument.

15. Purchaser's Right to Disaffirm. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any encumbrance granted, or rental or lease contract made, in violation of any provision of this Security Instrument, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of encumbrance and rental or lease contract.

16. Lender as Purchaser. Lender may bid and, being the highest bidder therefor, become the purchaser of any and all Mortgaged Property offered for sale at any trustee's or foreclosure sale hereunder and shall have the right to credit the amount of the bid upon the amount of the Indebtedness owing to Lender, in lieu of cash payment.

17. Recovery of Unmatured Indebtedness. It is agreed that if an Event of Default occurs, the holder of the Indebtedness or any part thereof under which such Event of Default occurs will have the option to proceed with foreclosure in satisfaction of such Event of Default either through the courts or by directing Trustee or its successors in trust to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole Indebtedness due, and provided that if a sale is made because of an Event of Default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Note or other Indebtedness secured by this Security Instrument and it is agreed that such sale, if so made, shall not in any manner affect the unmatured portion of the Indebtedness, but as to such unmatured portion of the Indebtedness, this Security Instrument 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 unmatured portion of the Indebtedness, it being the intention of the parties hereto to provide for a foreclosure and sale of the security for any matured portion of the Indebtedness without exhausting the power to foreclose and to sell the security for any other portion of the Indebtedness whether matured at the time or subsequently maturing. It is agreed that an assignee holding any installment or part of any installment of the Note or other Indebtedness secured hereby shall have the same powers as are hereby conferred on the holder of the Indebtedness to proceed with foreclosure on a matured installment or installments, and also to request Trustee or its successors in trust to sell the Property or any part thereof; but if an assignee forecloses or causes a sale to be made to satisfy any installment, part of an installment, or installments, then the purchaser at such foreclosure or sale shall be made subject to all of the terms and provisions hereof with respect to the unmatured part of the Note and other Indebtedness secured hereby owned by the then holder of such Indebtedness.

18. Election to Discontinue Remedy. In the event Lender elects to invoke any of the rights or remedies provided for herein or at law or in equity, but thereafter determines to withdraw or discontinue same for any reason, it will have the unqualified right to do so, whereupon all parties will be automatically restored and returned to their respective positions regarding the Indebtedness and this Security Instrument as shall have existed prior to the invocation of Lender's rights hereunder, and the rights, powers and remedies of Lender hereunder shall be and remain in full force and effect.

19. Release or Renewal of Liens. Any part of the Property may be released by Lender without affecting the lien, security interest and rights hereof against the remainder. The lien, security interest and rights hereby granted shall not affect or be affected by any other security

taken for the Indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Indebtedness or any part thereof, shall at no time release or impair the liens, security interests and rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any junior lienholder. This Security Instrument, as well as any instrument given to secure any renewal or extension of the Indebtedness, or any part thereof, will be and remain a first and prior lien and security interest on all of the Property not expressly released, until the Indebtedness is completely paid.

20. Waiver of Marshaling and Certain Rights. To the extent that Borrower may lawfully do so, Borrower hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Lender to sell all or any part of the Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Lender to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Property in preference to every other person and claimant.

21. Waivers. It is expressly agreed that (a) no waiver of any Event of Default on the part of Borrower or breach of any of the provisions of this Security Instrument shall be considered a waiver of any other or subsequent Event of Default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time, (b) any failure by Lender to insist upon the strict performance by Borrower of any of the terms and provisions herein shall not be deemed to be a waiver of any of the terms and provisions herein, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions of this Security Instrument, (c) neither Borrower nor any other person now or hereafter obligated for the payment of all or any part of the Indebtedness shall be relieved of such obligations by reason of the failure of Lender or Trustee to comply with any request of Borrower, or of any other person so obligated, to take action to foreclose this Security Instrument or otherwise enforce any of the provisions of this Security Instrument or of any obligations secured by this Security Instrument, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of the subordination in whole or in part by Lender of the lien, security interest or rights evidenced hereby, or by reason of any agreement or stipulation with any subsequent owner or owners of the Property extending the time of payment or modifying the terms of the Indebtedness or this Security Instrument without first having obtained the consent of Borrower or such other person, and, in the latter event, Borrower and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Lender, (d) regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien or security interest on the Property, Lender may release the obligation of anyone at any time liable for any of the Indebtedness or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of the Indebtedness and/or this Security Instrument without, as to the security or the remainder thereof, in any way impairing or affecting the lien or security interest of this Security Instrument or the priority of such lien or security interest, as security for the payment of the Indebtedness as it may be so extended or modified over any

subordinate lien or security interest, (e) the holder of any subordinate lien or security interest does not have the right, and will not be granted the right, to terminate any lease affecting the Property whether or not such lease be subordinate to this Security Instrument, and (f) Lender may resort for the payment of the Indebtedness to any security therefor held by Lender in such order and manner as Lender may elect in its sole discretion.

22. Terminable Tenancy Upon Foreclosure. In the event of a Trustee's sale hereunder, and, if at the time of such sale, Borrower, or any other party occupies the Property so sold, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be terminable at the will of the landlord. Such purchaser may file an action of forcible detainer and/or any other legal proceedings if the tenant holds over after a demand in writing for possession of said property.

23. Appointment of Receiver. It is agreed that Lender, in any action to foreclose, will be entitled to the appointment of a receiver of the rents and profits of the Property as a matter of right and without notice, with power to collect the rents, issues and profits of the Property due and coming due during the pendency of such foreclosure suit, without regard to the value of the Property or the solvency of any person or persons liable for the payment of the Indebtedness involved in said suit. Borrower, for itself and any subsequent owner or owners, waives any and all defenses to the application for a receiver as above provided, and specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive Lender of any other right, remedy or privilege it may have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents and profits is made an express condition upon which the Loan is made.

24. Subrogation. To the extent that proceeds of the Note are used to pay any prior indebtedness secured by an outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Borrower' request; and Lender shall be subrogated to any and all rights, powers, equities, liens and security interests owned or granted by any owner or holder of such prior indebtedness, irrespective of whether said security interests, liens, charges or encumbrances are released of record.

25. Security Agreement.

(a) Security Interest. This Security Instrument shall be a security agreement between Borrower, as the debtor, and Lender, as the secured party, covering the Collateral pursuant to the UCC. In addition to Lender's other rights hereunder, Lender shall have all rights of a secured party under the UCC. If Lender should dispose of any of the Collateral pursuant to the UCC, ten (10) days' written notice by Lender to Borrower will be deemed to be reasonable notice; provided, however, Lender may dispose of such property in accordance with the foreclosure procedures of this Security Instrument in lieu of proceeding under the UCC.

(b) Notice of Changes. Borrower shall give at least thirty (30) days' advance notice in writing to Lender of any proposed change in Borrower's name, identity, or structure.

(c) Fixtures. Some of the items of the Collateral described herein are goods that are or are to become fixtures related to the land described herein, and it is intended that, as to those goods, this Security Instrument will be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Collateral is situated. Information concerning the security interest created by this Security Instrument may be obtained from Lender, as secured party, at the address of Lender stated on the first page hereof. The mailing address of Borrower, as debtor, is as stated on the first page hereof.

(d) Filing of Financing Statements. Borrower hereby irrevocably authorizes Lender at any time and from time to time to file, without the signature of Borrower, in any jurisdiction, any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Property (i) as "all assets of Borrower and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article/Chapter 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by subchapter E of Article/Chapter 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Lender in its discretion. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further agrees that a carbon, photographic or other reproduction of this Agreement or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Lender.

(e) Foreclosure Sale. Any sale made pursuant to the provisions of this paragraph will be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under the power of sale as provided herein upon giving the same notice with respect to the sale of the Collateral hereunder as is required for such sale of the Mortgaged Property under the power of sale. In the event of a foreclosure sale, whether made by Lender, the Trustee or under judgment of a court, the Collateral and the Mortgaged Property may, at the option of Lender, be sold partially or as a whole.

(f) Account Debtors. Lender may at any time after an Event of Default notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Lender directly.

26. Notices. All notices or other communications required or permitted to be given pursuant to this Security Instrument shall be provided as set forth in the Loan Agreement.

27. Binding on Successors. The covenants herein contained shall inure to the benefit of Lender and Trustee, their heirs, legal representatives, successors and assigns, and will be binding upon the respective heirs, legal representatives, successors and assigns of Borrower, but

nothing in this paragraph will constitute an authorization for Borrower to sell or in any way dispose of the Property or any part thereof if otherwise prohibited by any of the terms hereof.

28. Definitions. Wherever used in this Security Instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Security Instrument" shall mean "this Security Instrument, Security Agreement and Assignment of Rents and any supplement or supplements hereto"; the word "Borrower" shall mean "Borrower, its heirs, legal representatives, successors and assigns, and/or any subsequent owner or owners of the Property"; the word "Lender" shall mean "Lender or any subsequent holder or holders of the Note or other Indebtedness secured hereby"; the word "Note" shall mean the "Note secured by this Security Instrument and any renewals, extensions, rearrangements and enlargements thereof"; the word "person" shall mean "an individual, corporation, trust, partnership or unincorporated association"; and the pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

29. **APPLICABLE LAW. THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY BENEFICIARY, OTHERWISE PREEMPT TEXAS LAW; IN WHICH EVENT FEDERAL LAW SHALL CONTROL.**

30. **NO ORAL AGREEMENTS. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Security Instrument has been executed on the date of acknowledgment below, but is to be effective as of the Effective Date.

BORROWER:
ELIZABETHTOWN PROPERTIES, LLC,
a Texas limited liability company

By: _____
John D. McHazlett, Manager

By: _____
Michelle McHazlett, Manager

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by John D. McHazlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]

_____
Notary Public in and for the State of Texas

SHARI J CURTIS-BROWN
Notary Public, State of Texas
Comm. Expires 06-11-2020
Notary ID 7495515

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by Michelle McHazlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]

_____
Notary Public in and for the State of Texas

SHARI J CURTIS-BROWN
Notary Public, State of Texas
Comm. Expires 06-11-2020
Notary ID 7495515

Signature/Notary Page to Deed of Trust, Security Agreement and Assignment of Rents

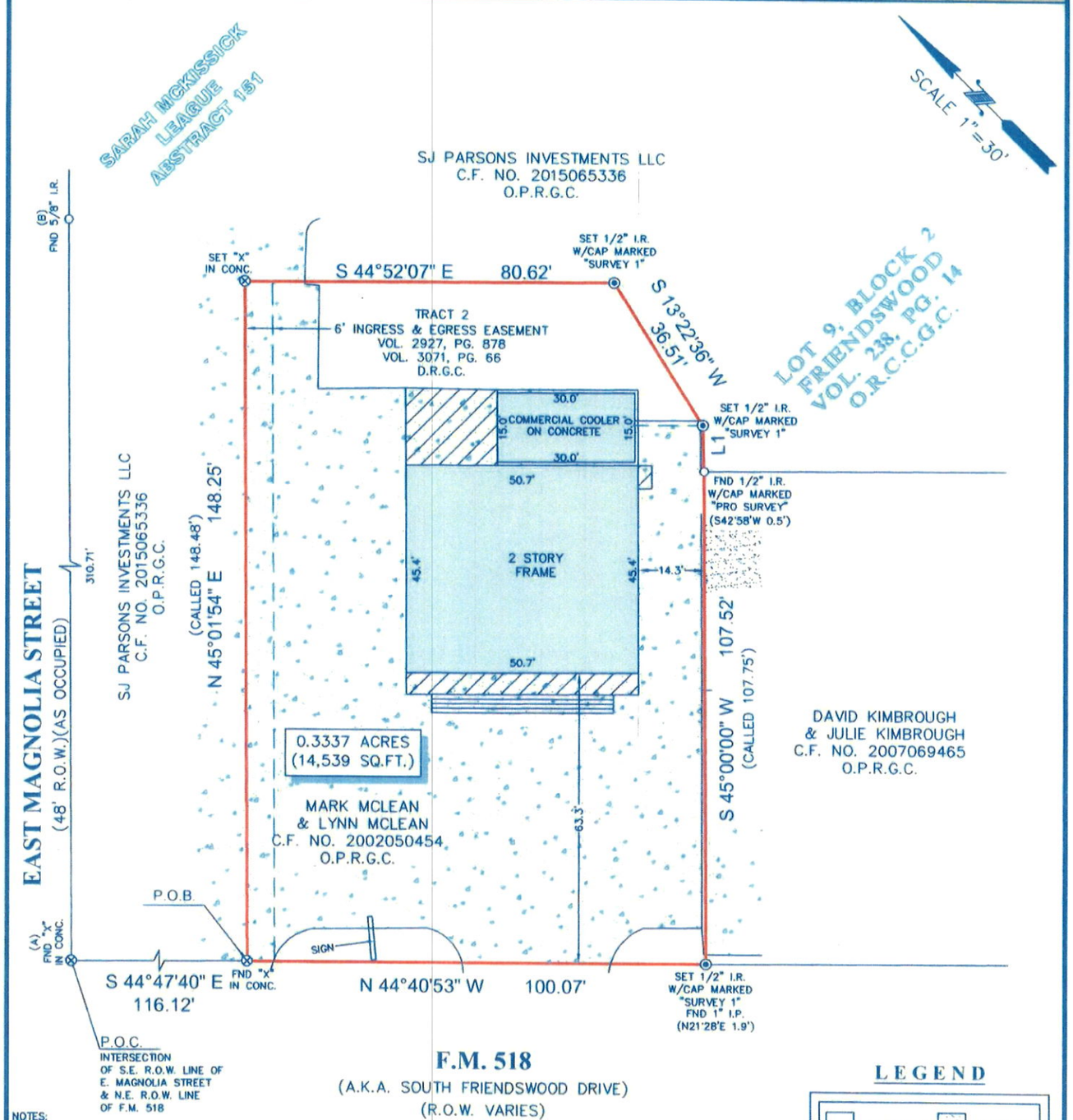
TITLE COMPANY:

SOUTH-LAND TITLE

SHARI CURTIS-BROWN 281-997-7300

G.F. #: PL1860050

ISSUE DATE: MAY 29, 2018



LEGEND

CONCRETE | ASPHALT | COVERED AREA | STEPS

LINE	BEARING	DISTANCE
L1	S 43°42'41" W	10.01'

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO SJ PARSONS INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S FILE NO. 2015065336 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
3. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
6. EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY RECORDED IN C.F. NO. 8449042, O.P.R.G.C.

LEGAL DESCRIPTION: TRACT 1: A TRACT OF LAND CONTAINING 0.3337 ACRES (14,539 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151, GALVESTON COUNTY, TEXAS, BEING OUT OF LOT 9, BLOCK 2, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 4, GALVESTON COUNTY CLERK'S RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

TRACT 2 (EASEMENT ESTATE): A CALLED 890 SQUARE FEET OF LAND BEING PART OF LOT 9, BLOCK 2, OF FRIENDSWOOD, AS RECORDED IN VOLUME 238, PAGE 4, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, BEING ALL OF A 6 FOOT INGRESS-EGRESS EASEMENT RECORDED IN VOLUME 2927, PAGE 878 AND IN VOLUME 3071, PAGE 66, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AN LOCATED IN THE SARAH MCKISSICK OR J. R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS.SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

STATE OF TEXAS REGISTERED RICHARD FUSSELL 4148 PROFESSIONAL LAND SURVEYOR

SURVEYORS CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON JUNE 1, 2018 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING; AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLS# 4148

REVISED(TRACT 2): 6-26-2018

CLIENT: ELIZABETHTOWN PROPERTIES, LLC

ADDRESS: 315 SOUTH FRIENDSWOOD DRIVE

www.survey1inc.com
survey1@survey1inc.com

Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

FIELD CREW: MV	TECH: EF
DRAFTER: LT	FINAL CHECK: EF
DATE: 6-7-18	
JOB# 5-63788-18	

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3337 ACRES (14,539 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151 GALVESTON COUNTY, TEXAS

Being a tract of land containing 0.3337 acres (14,539 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out Lot 9, Block 2, Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's Records, being all of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.3337-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South 44°47'40" East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North 45°01'54" East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South 44°52'07" East, a distance of 80.62 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the east of the said tract herein described;

THENCE South 13°22'36" West, a distance of 36.51 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for an angle point in the southeast line of the said tract herein described;

THENCE South 43°42'41" West, a distance of 10.01 feet for an angle point in the southeast line of the said tract herein described;

THENCE South 45°00'00" West, a distance of 107.52 feet (called 107.75 feet) to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the northeast right-of-way line of said F.M. 518 for the south of the said tract herein described;

THENCE North 44°40'53" West, along the northeast right-of-way line of said F.M. 518, a distance of 100.07 feet to the POINT OF BEGINNING and containing 0.3337 acres (14,539 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated June 1, 2018, job number 6-63788-18.

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

TRACT 2
DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0204 ACRES (890 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151
GALVESTON COUNTY, TEXAS

Being a tract of land containing 0.0204 acres (890 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being part of Lot 9, Block 2, of Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's Records, being part of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.0204-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South 44°47'40" East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North 45°01'54" East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South 44°52'07" East, a distance of 6.00 feet to the east of the said tract herein described;

THENCE South 45°01'54" West, a distance of 148.24 feet to the south of the said tract herein described, in the northeast right-of-way line of said F.M. 518;

THENCE North 44°40'53" West, along the northeast right-of-way line of said F.M. 518, a distance of 6.00 feet to the POINT OF BEGINNING and containing 0.0204 acres (890 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated June 1, 2018, job number 6-63788-18.

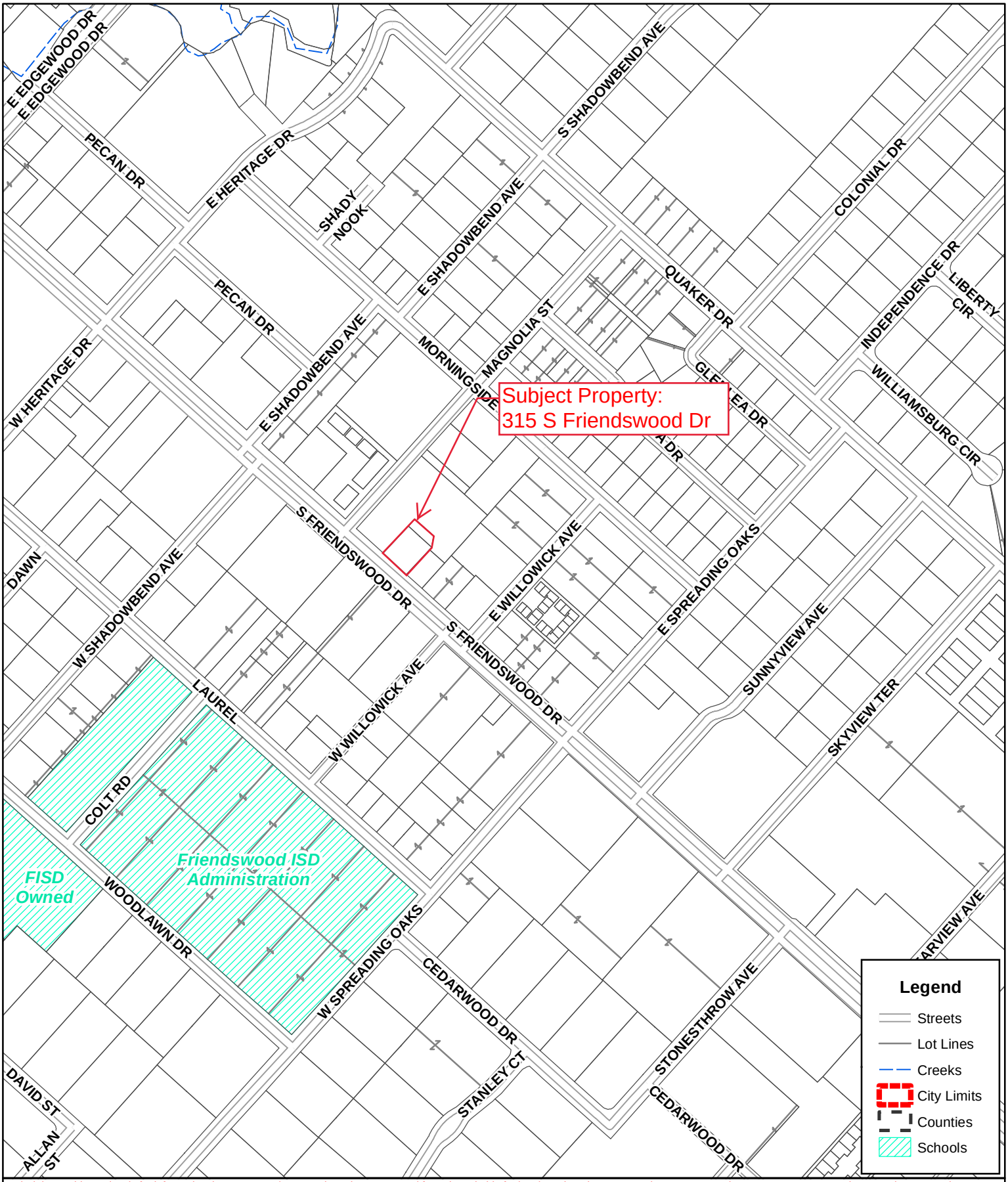
STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

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

Friendswood GIS Mapping

1 " = 50 '



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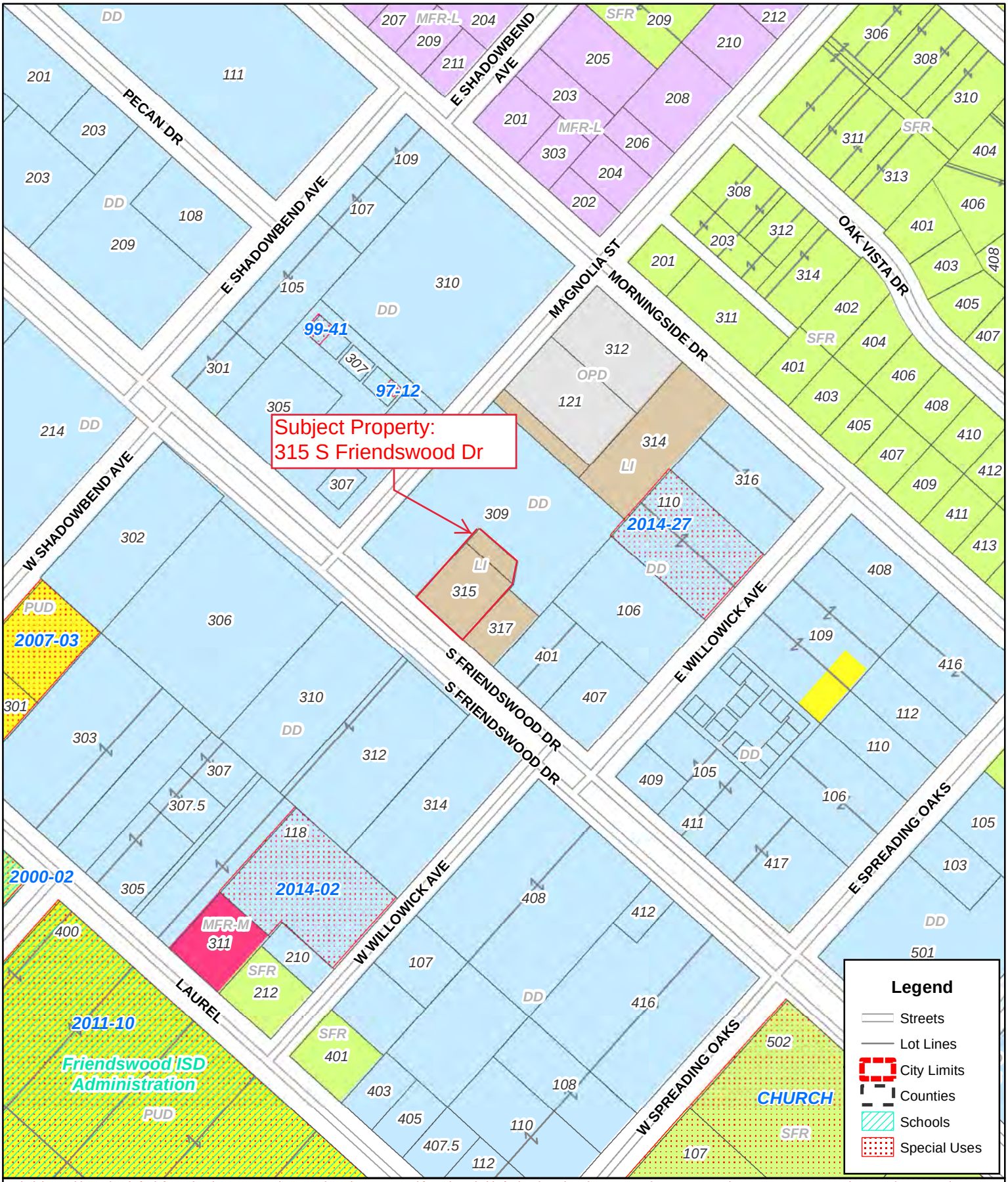
Friendswood GIS Mapping

1 " = 401 '



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Friendswood GIS Mapping

1 " = 200 '

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 6, 2018

Date Submitted: July 23, 2018 Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone change request at 4203 Friendswood Link Rd. to change from Neighborhood Commercial to Neighborhood Commercial/Specific Use Permit to allow NAICS #713940 Fitness and Recreational Sports Centers

Originating Department: Community Development City Attorney Review: Yes

Proceeding: First Reading of Ordinance

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL:	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The property owner is proposing to demolish the old car wash building that currently exists on the property and construct a new cross fit/fitness facility providing exercise programs and nutritional guidance. A small, telecommunication building is also located near the back of the property and will remain. The new, proposed use, NAICS Use 713940, Fitness and Recreational Sports Centers, requires a Specific Use Permit (SUP) in the Neighborhood Commercial (NC) zoning district. Other than the landscape recommendation listed below, the proposed development meets the zoning district requirements of the NC zoning district.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as retail. Redevelopment of this site would be a significant improvement to the area. It is located between a daycare and the AMCAP building, which was recently redeveloped.

RECOMMENDATIONS

The subject property backs up to residential zoned property, which requires screening inclusive of an 8-foot opaque fence and a 10-foot landscape buffer with a tree every 25 feet. As indicated on the Landscape Plan, staff is recommending allowing the property owner to keep existing trees at the rear of the property and count those as the buffer screening trees. The existing, class 3 trees are located in a utility easement. Planting new class 1 or class 2 trees could disturb the area and root systems would be

too large. Additionally, the trees are already full size and provide more screening than new trees would provide.

The Planning and Zoning Commission will make a recommendation after the Joint Public Hearing.

ATTACHMENTS

Ordinance
Exhibit A
Exhibit B

(Title: An ordinance amending the zoning classification for a tract or parcel containing 0.6804 acres located at 4203 Friendswood Link Rd., Friendswood, Texas, by granting a zone classification change from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS use # 713940 "Fitness and Recreational Sports Centers," as more fully described herein.)

ORDINANCE NO. T2018-22

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 0.6804 ACRES OF LAND, BEING OUT OF RESERVE "A" OF FOREST CREEK SUBDIVISION, SITUATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT 549, 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 # 713940 "FITNESS AND RECREATIONAL SPORTS CENTERS;" 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, Aligar Holdings I, LLC, is the Owner of a 0.6804 acre parcel of land, being out of Reserve "A" of Forest Creek Subdivision, and situated in the Sarah McKissick Survey, Abstract 549, City of Friendswood, Harris County, Texas, as also depicted by the deed, metes and bounds description, aerial map, location map and zoning map in Exhibit "A" incorporated herein by reference, (the "Property'); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS use # 713940 "Fitness and Recreational Sports Centers," as depicted in Exhibit "B", attached hereto and incorporated by

reference; 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, a public hearing 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 _____ 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 Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached

Exhibit "A", from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS use # 713940 "Fitness and Recreational Sports Centers," for such purposes and conditions as depicted in Exhibit "B," but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. 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 6th day of August, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Deed and
3. Metes and bounds description
4. Aerial Map
5. Location Map
6. Zoning Map

Exhibit “B”

1. Cover Sheet
2. Site Plan
3. Building Elevations
4. Photometric Plan
5. Tree Survey
6. Landscape Plan

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: NC

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☑ Specific Use Permit Option 2

SUP for Use(s) #: 713940

PROPERTY IDENTIFICATION:

Address: 4203 FRIENDSWOOD LINK Rd.

Platted Land – Plat Name: FOREST CREEK Lot: Reserve A2 Block: 2

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: ALIGAR HOLDINGS I, LLC Phone: 713.598-2247

Owner's Mailing Address: 4327 PEASE ST.

City: HOUSTON State: TX Zip: 77023 Fax: _____

Owner's Email Address: aparker@palomaresources.com

AGENT'S NAME: BEN SUNDIN Phone: 713 781 5262

Agent's Mailing Address: 2000 BERING DRIVE #410

City: HOUSTON State: TX Zip: 77057 Fax: _____

Agent's Email Address: bsundin@ovarc.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: Alice Parker Date: 6/26/18

Agent's Signature: [signature] Date: 6/26/18

Received By: BSummers	Application Number: 2018-0021
Date of Public Hearing: 8-6-18	Received Date: 6-29-18
Property Owner Notices: 7-27	Newspaper Notice: 7-16
	Sign on Property: 7-27

Recorded Electronically
ID RP-2017-492281
County Harris
Date 11/13/17 Time 9:44am
Simplifile.com 800-460-5657

RECORDED BY
SOUTHLAND TITLE, LLC
GF# 8L175160149

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: November 10, 2017

Grantor: EASTWOOD HOLDINGS, LLC, a Texas limited liability company

Grantor's Mailing Address: P.O. Box 656 Pearland, TX 77588

Grantee: ALIGAR HOLDINGS I, LLC, a Texas limited liability company

Grantee's Mailing Address: 4327 Pease Street Houston, TX 77023

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

Being a tract of land containing 0.6804 acres (29,639 square feet), more or less, situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50, of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132537 and all of a 5916 square foot tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132538, both of the Official Public Records of Harris County, Texas. Said 0.6804 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron, rod in the Southeast right-of-way line of Friendswood Webster Road (a.k.a. Friendswood Link Road) (100.00 feet wide) for the Northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the Southeast right-of way line of Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 100.00 feet a found 1/2-inch iron rod for the Northwest corner and POINT OF BEGINNING of said tract herein-described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a found 1/2-inch iron rod in the Southeast line of said Reserve "A" for the Northeast corner of said tract herein described;

THENCE South 42° 20' 46' West with the Southeast line of said Reserve, "A", a distance of 125.00 feet to a found 1/2-inch iron rod for the Southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 1/2-inch iron rod in the Southeast right-of-way line of said Friendswood Webster Road in the Northwest line of said Reserve "A" for the Southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the Southeast right-of-way line of said Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Reservations from Conveyance:

NONE

Exceptions to Conveyance and Warranty:

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Harris County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The contract between Grantor, as seller, and Grantee, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When the context requires, singular nouns and pronouns include the plural.

EASTWOOD HOLDINGS, LLC

BY: _____
TRACY BYAS, Manager

STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 10th day of November, 2017, by TRACY BYAS, as the Manager of EASTWOOD HOLDINGS, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public – State of Texas
Notary's Printed Name: Deanna Jones
My Commission Expires: 6-11-2021

DEANNA JONES
My Notary ID # 12362500
Expires June 11, 2021

RP-2017-497781

Pages 4

11/13/2017 09:44 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees $24.00

RP-2017-497781

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.6804 ACRES (29,639 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT 549 HARRIS COUNTY, TEXAS

Being a tract of land containing 0.6804 acres (29,639 square feet), situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50 of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle etal by deed recorded in County Clerk's File No. U132537 and all of a 5916 square foot tract of land conveyed unto David Holle etal by deed recorded in County Clerk's File No. U132538, both of the Official Public Records of Harris County, Texas. Said 0.6804-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod in the southeast right-of-way line of Friendswood-Webster Road (a.k.a. Friendswood-Link Road)(100.00 feet wide) for the northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the southeast right-of-way line of Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 100.00 feet to a set "X" in concrete for the northwest corner and POINT OF BEGINNING of said tract herein described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a point in the southeast line of said Reserve "A" for the northeast corner of said tract herein described, from which a found 1-inch iron pipe bears South 50°21' East, a distance of 1.0 feet;

THENCE South 42° 20' 46" West with the southeast line of said Reserve "A", a distance of 125.00 feet to a found 5/8-inch iron rod for the southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 5/8-inch iron rod in the southeast right-of-way line of said Friendswood-Webster Road, in the northwest line of said Reserve "A" for the southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the southeast right-of-way line of said Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated May 22, 2018, job number 6-64398-18.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

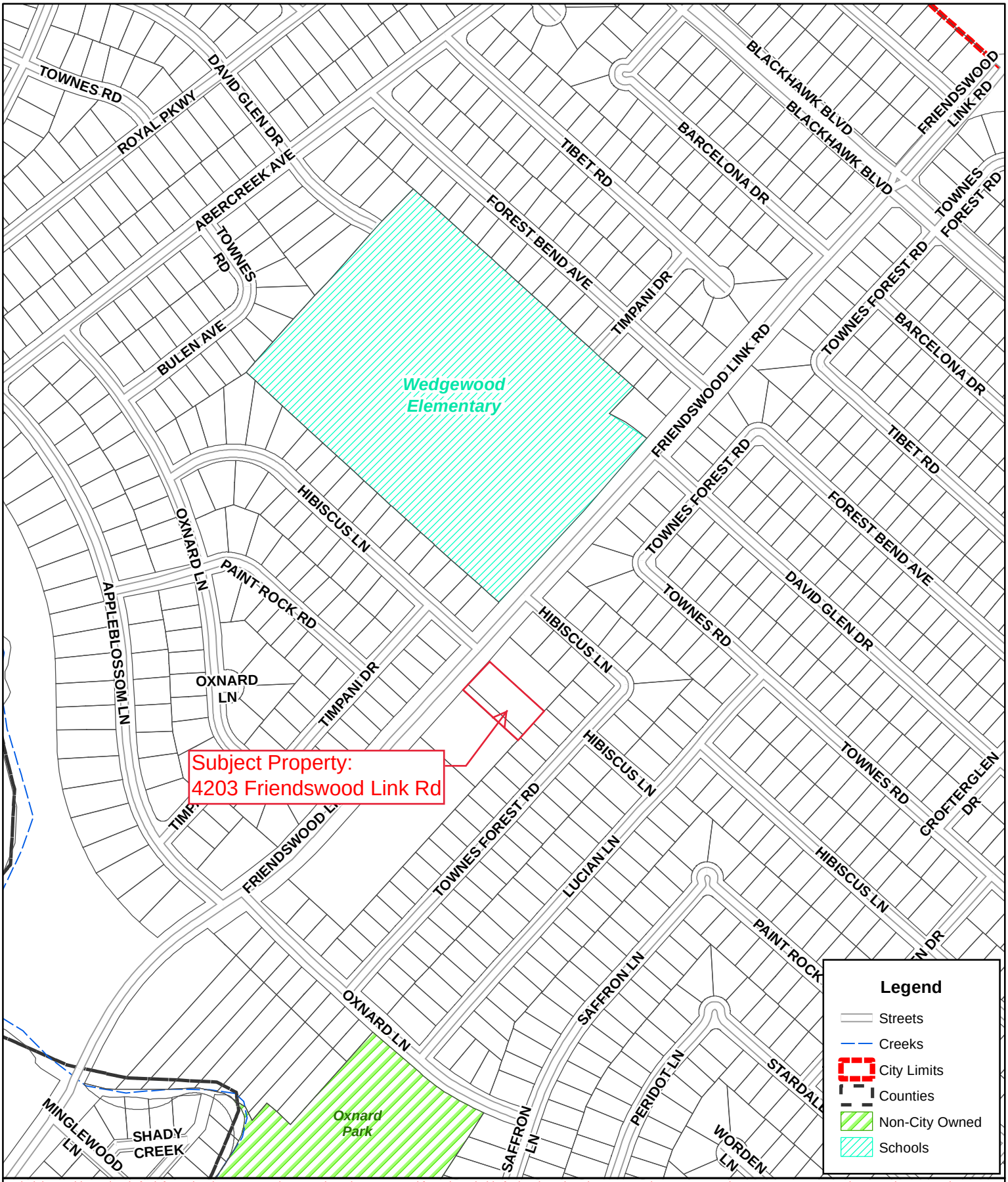
May 22, 2018

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

Friendswood GIS Mapping

1 " = 100 '



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Friendswood GIS Mapping

1 " = 400 '

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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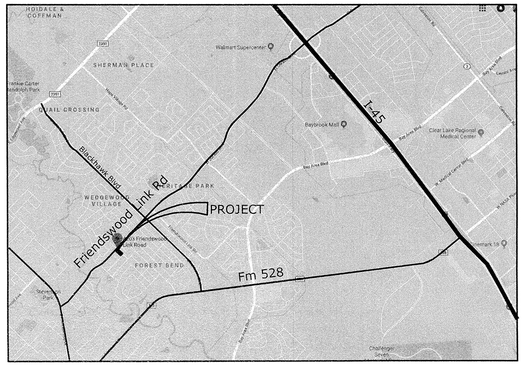
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping

1 " = 200 '

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS



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VICINITY MAP
1" = 2000'

CODE INFORMATION

APPLICABLE CODE:

BUILDING CODE	-	2012 INTERNATIONAL BUILDING CODE
ACCESSIBILITY	-	2012 TEXAS ACCESSIBILITY STANDARD
FIRE CODE	-	2012 INTERNATIONAL FIRE CODE W/ CITY AMENDMENTS 2012 NFPA LIFE SAFETY 101
ENERGY CODE	-	2015 INTERNATIONAL ENERGY CONSERVATION CODE
ELECTRICAL	-	2011 NATIONAL ELECTRICAL CODE
MECHANICAL	-	2012 UNIFORM MECHANICAL CODE
PLUMBING	-	2012 UNIFORM PLUMBING CODE

TEXAS WINDSTORM INLAND 2 ZONE

CITY OF FRIENDSWOOD CODE OF ORDINANCES

OCCUPANCY - A3

CONSTRUCTION TYPE - VB

NON SPRINKLERED

OWNER

ALIGAR HOLDINGS I, LLC
4327 PEASE STREET
HOUSTON, TEXAS 77023
PHONE: (713) 598-2247

ALICE PARKER
APARKER@PALOMARESOURCES.COM

ARCHITECT

OSBORN & VANE ARCHITECTS, INC.
2000 BERING DRIVE, SUITE #410
HOUSTON, TEXAS 77057
PHONE: (713) 781-5262
FAX: (713) 781-5347
BEN SUNDIN, AIA
BSUNDIN@OVARC.COM

CIVIL ENGINEER (CONSULTANT TO OWNER)

SHELMARK ENGINEERING, LLC
921 FM 517 ROAD EAST
DICKINSON, TEXAS 77539
PHONE: (409) 935-9986
EDGARD FIGUEROA
EFIGUEROA@SHELMARK.NET

MEP ENGINEER

SALAS O'BRIEN
10930 W. SAM HOUSTON PKWY N., SUITE 900
HOUSTON, TEXAS 77064
PHONE: (281) 664 -1900
ISRAEL MORENO
ISRAEL.MORENO@SALASOBRIEN.COM

LANDSCAPE ARCHITECT

CMB LANDSCAPE
18135 FM 362
NAVASOTA, TX 77868
PHONE: 832 - 428 - 1209
CHARLES BRIDGES
CBRIDGES@CMBLANDARCH.COM

SHEET INDEX:

GENERAL:

A0.0 COVER SHEET
TOPOGRAPHIC SURVEY

ARCHITECTURAL:

A1.0 SITE PLAN
A2.0 ELEVATIONS

MEP:

E0.1 PHOTOMETRIC SITE PLAN

LANDSCAPE:

L1.01 TREE SURVEY
L1.02 LANDSCAPE PLAN
L2.01 IRRIGATION PLAN

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS

OSBORN & VANE ARCHITECTS INC

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects

REGISTERED ARCHITECT BENJAMIN CHRISTOPHER O. SUNDIN 19072 STATE OF TEXAS

07-12-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
Drawn ER
Checked BS

COVER SHEET

Sheet No. **A0.0**

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS
19 JULY 2018 - CITY COMMENTS

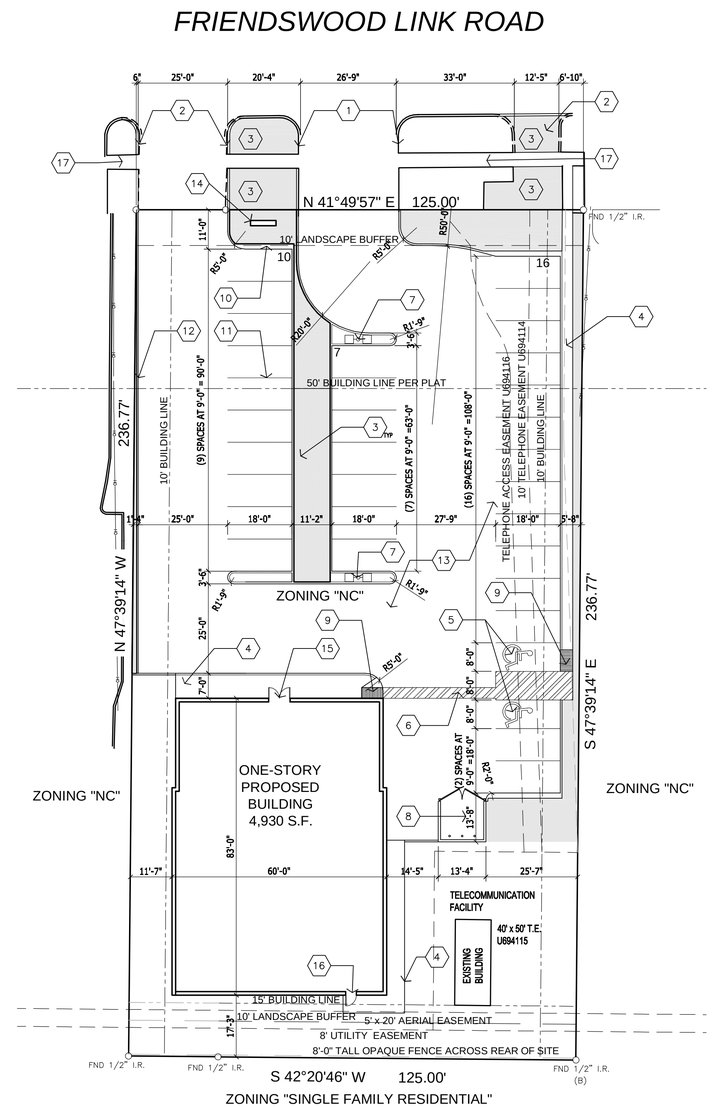
NOTES TO SHEET:

1. EXISTING CURB CUT TO REMAIN
2. EXISTING CONCRETE DRIVE TO BE REMOVED, INSTALL NEW CONCRETE CURB AND LANDSCAPE.
3. LANDSCAPED AREAS. RE:LANDSCAPE DRAWINGS
4. CONCRETE SIDEWALK.
5. ACCESSIBLE PARKING SPACES
6. ACCESSIBLE ROUTE
7. PARKING LIGHT POLE. RE: PHOTOMETRIC PLAN
8. DUMPSTER ENCLOSURE
9. ACCESSIBLE RAMP
10. 18" LANDSCAPE CURB
11. 4" PAINTED PARKING STRIPE
12. CONCRETE CURB
13. CONCRETE PAVING
14. MODIFY EXISTING POLE SIGN (7'-0" TO TOP OF SIGN AND 50 S.F. MAX) AND RELOCATE 3'-0" MIN FROM PROPERTY LINE
15. MAIN BUILDING ENTRANCE
16. FIRE EXIT
17. EXISTING SIDEWALK

PARKING ANALYSIS

PARKING REQUIRED:
(7 SPACES / 1,000 SF) = 35 SPACES

PARKING PROVIDED:
= 33 SPACES
(WITHIN 5% DEVIATION)



THE PROPOSED DEVELOPMENT WILL INCLUDE A ONE-STORY BUILDING FOR A HEALTH & WELLNESS CENTER THAT WILL OFFER ONE HOUR LONG SESSIONS THAT WILL HELP INDIVIDUALS MEET HEALTHY GOALS & OBTAIN LIFE-LONG RESULTS BY PROVIDING A COMPLETE NUTRITION AND EXERCISE PROGRAM WHICH INCLUDES:

- CUSTOMIZED MEAL PLANS
- GROCERY LIST & MEAL PREPARATION GUIDELINES
- WORKOUT PROGRAM AND EQUIPMENT TO OBTAIN RESULTS
- WORLD-CLASS ACCOUNTABILITY TO HELP INDIVIDUALS STAY ON TRACT WITH PROGRAM.

SITE PLAN

SCALE: 1'=20'

NORTH

OSBORN & VANE ARCHITECTS inc

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects

REGISTERED ARCHITECT STATE OF TEXAS BEN CHRISTOPHER SMITH 19072

07-19-2018

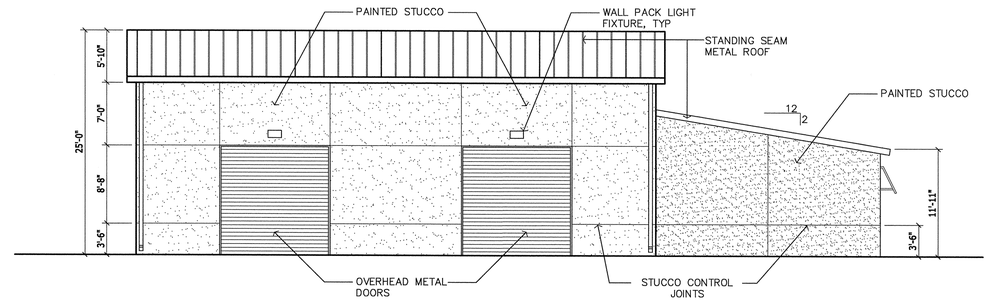
FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

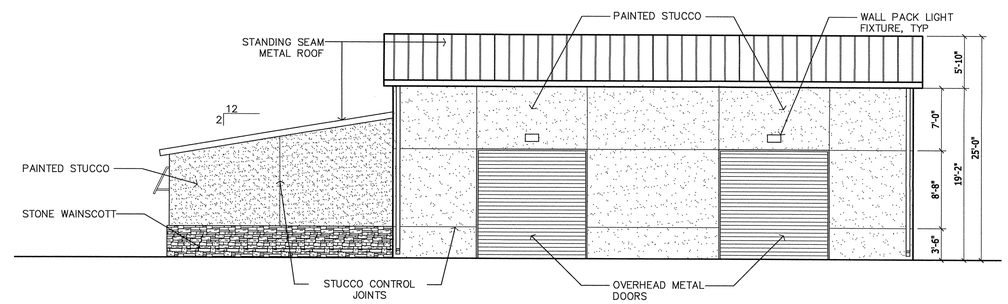
Project No.	18058
Drawn	ER
Checked	BS

SITE PLAN

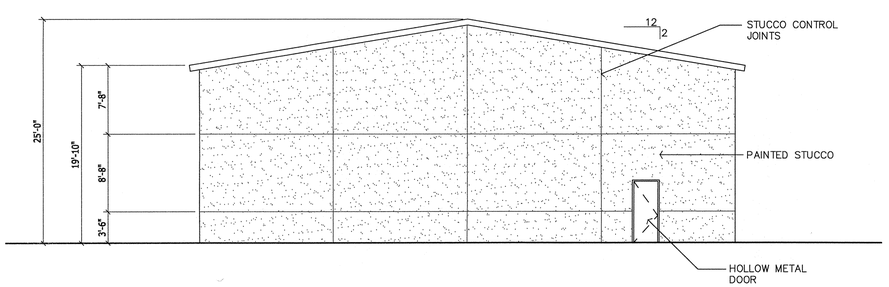
Sheet No. **A1.0**



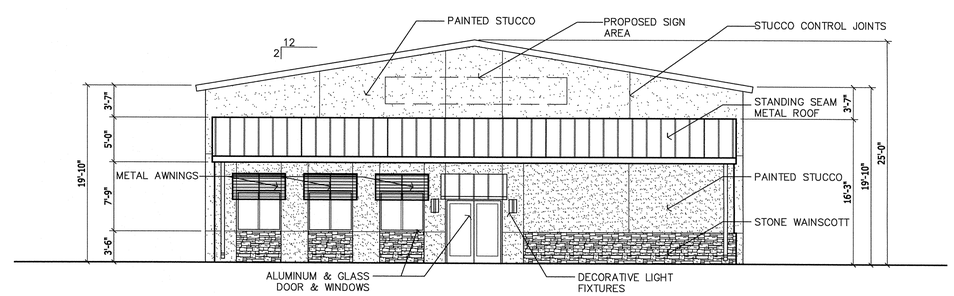
03 EAST ELEVATION
1/8"= 1'-0"



02 WEST ELEVATION
1/8"= 1'-0"



04 SOUTH ELEVATION
1/8"= 1'-0"



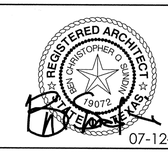
01 NORTH ELEVATION
1/8"= 1'-0"

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS

OSBORN & VANE ARCHITECTS inc

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



07-12-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

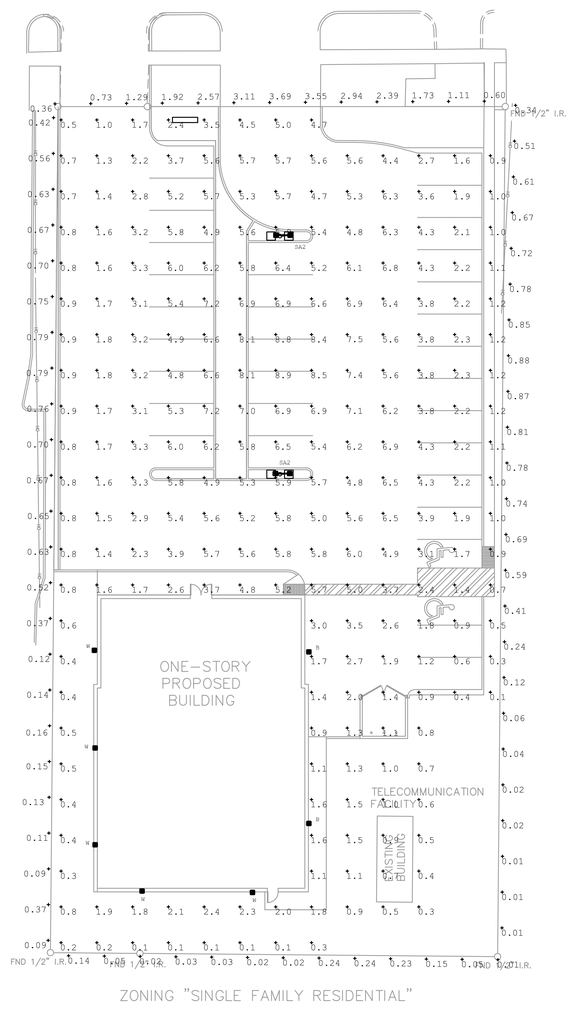
Project No. 18058
Drawn ER
Checked BS

ELEVATIONS

Sheet No. **A2.0**

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	2	SA2	BACK-BACK	N.A.	0.900	GE Lighting: EASC H3F540 mounted on a 25' pole
	2	B	SINGLE	N.A.	0.900	Gardco: 101L-16L-530-NW-G1-3
	5	W	SINGLE	N.A.	1.000	WLPK1 LED WIDE-H

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.66	3.69	0.01	66.00	369.00
Site	Illuminance	Fc	3.25	8.9	0.1	32.50	89.00



N

1 **ELECTRICAL PHOTOMETRIC SITE PLAN**
SCALE: 1" = 20'-0"

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
19 JULY 2018 - CITY COMMENTS

SALASO'BRIEN
[expect a difference]
10930 W. Sam Houston Parkway N., Suite 900
Houston, Texas 77064
281.664.1900 | Registration No. F-4111
Project No. 004-181036

OSBORN & VANE ARCHITECTS inc
2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects

STATE OF TEXAS
BRADLEY KALMANS
80219
LICENSED
PROFESSIONAL ENGINEER
07/19/18

FRIENDSWOOD LINK HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

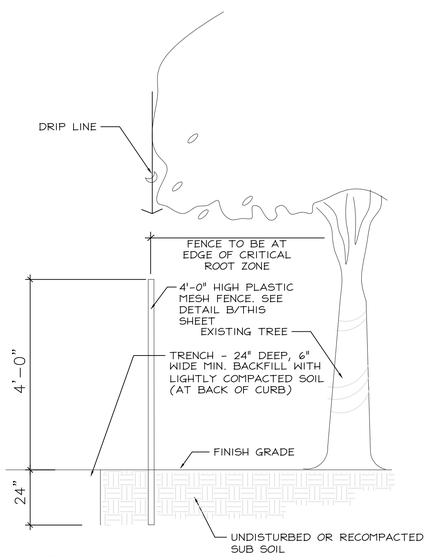
Project No. 18058
Drawn RM
Checked IM

ELECTRICAL
PHOTOMETRIC SITE PLAN

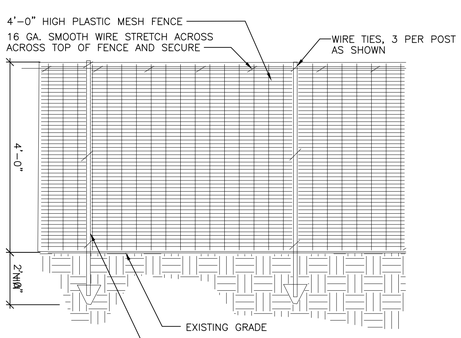
Sheet No. **E0.1**

KEY:

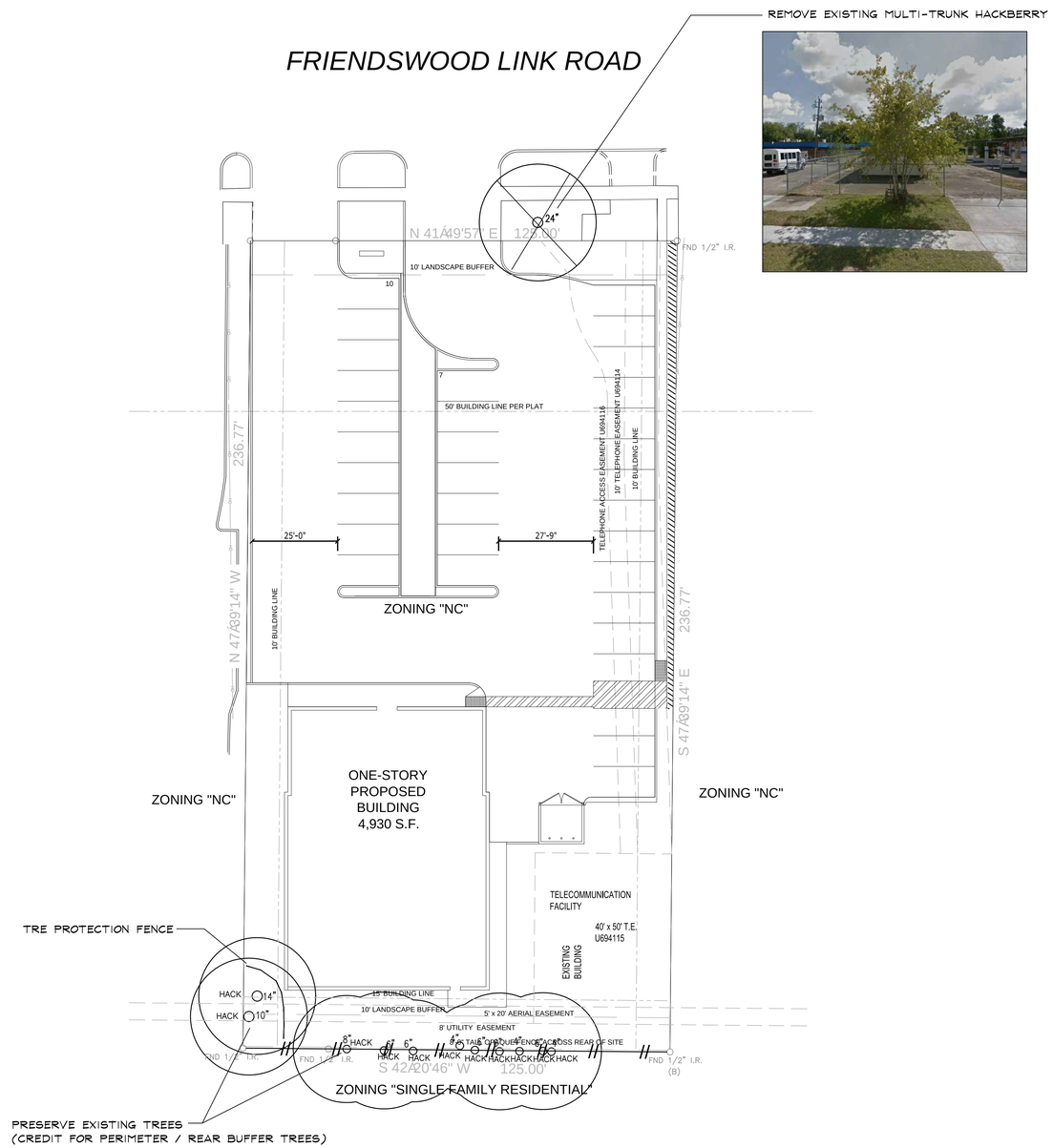
EXISTING HACKBERRY



A - TREE PROTECTION FENCE DETAIL
SCALE: NTS



B - FENCE DETAIL



Scale: 1" = 20' - 0"

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS
19 JULY 2018 CITY COMMENTS

CMB
LANDSCAPE ARCHITECTURE

18135 FM 362
Navasota, TX 77868
832-428-1209

OSBORN & VANE ARCHITECTS inc

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
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REGISTERED LANDSCAPE ARCHITECT
CHARLES M. BRANDT
2247
STATE OF TEXAS

7-19-18

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No.	18058
Drawn	ER
Checked	BS

TREE SURVEY

Sheet No. L1.01

PLANT LIST

SYM	QT	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	3	LIVE OAK	Quercus virginiana	45gal	10'-12' HT, 5'-6' SPRD, 2.5" CAL., SPECIMEN
	8	CRAPEMYRTLE *see remarks	Lagerstroemia indica	30gal	8-10' ht; 4-5' sprd. Multi-trunk, 3 cane min. Must be 2" cal. 18" above ground when planted
	20	WAX LIGUSTRUM *see remarks	Ligustrum japonicum	3gal	24-30" HT., 15"-18" SPRD., FULL POT, WELL ROOTED, Min. 24" tall and 24"oc when planted
		ST AUGUSTINE	Stenotaphrum secundatum		SOLID SOD

NOTES:

1. CONTRACTOR SHALL APPLY FOR AND PROCURE ALL REQUIRED PERMITS PRIOR TO COMMENCING WORK.

2. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. CONTACT ALL UTILITY COMPANIES MINIMUM 48 HOURS PRIOR TO ANY WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, ETC. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF THESE UTILITIES.

3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN FORESEEN IN THE DESIGN. SUCH CONDITIONS SHALL BE BROUGHT UP TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY CHANGES DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

4. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER SUBCONTRACTORS ON THE JOBSITE AS REQUIRED TO COMPLETE CONSTRUCTION.

5. CONTRACTOR TO PROVIDE SAMPLES OF EACH SHRUB AND GROUNDCOVER SPECIES OR NURSERY SOURCE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ALL PLANTS ARE TO BE SPECIMEN QUALITY, FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE. SHRUBS SHALL BE FULL TO GROUND. PLANT MATERIAL OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME SOURCE.

6. CONTRACTOR SHALL VERIFY ALL PLANT COUNTS ON PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SYMBOLS ON PLAN TO BE PLANTED DURING CONSTRUCTION.

7. CRUSHED GRANITE TO BE COMPACTED CRUSHED GRANITE WITH STEEL EDGING AND FILTER FABRIC, TYP.
MOUND OR SLOPE TO ENSURE NO POOLING OCCURS

8. ALL MATURE SHRUBS SHALL BE MAINTAINED IN A LIVE OR LIVING CONDITION TO A MAXIMUM HEIGHT OF 3'-6".

TABULATIONS

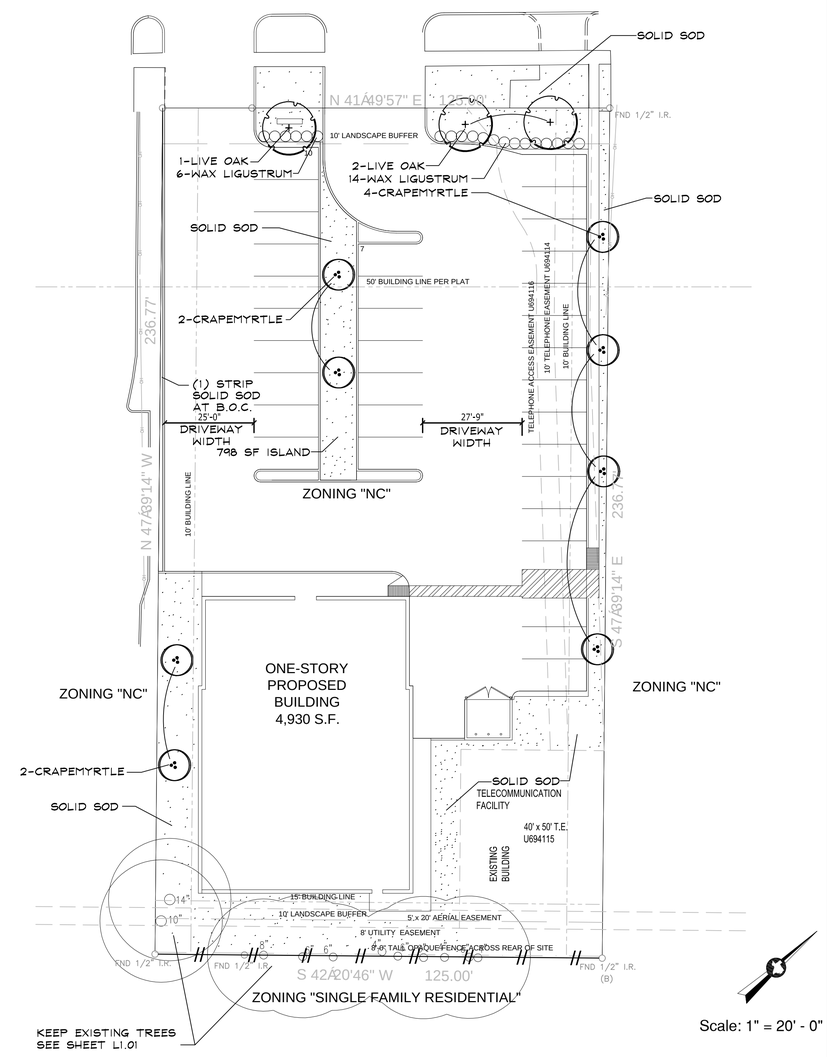
33 PARKING SPOTS
PARKING LOT/PAVED AREA SF = 15,333 SF
REQUIRED LANDSCAPE AREA(10%) = 1,533 SF
LANDSCAPE AREA PROVIDED SF = 5,456 or 36%
REQUIRED ISLAND AREA = .5 X 1,533 SF = 767 SF
ISLAND AREA PROVIDED = 798 SF
1 TREE IN ISLAND REQUIRED
1 TREE IN ISLAND PLANTED

FRIENDSWOOD LINK RD FRONTAGE = 73LF /25
3 TREES REQUIRED
3 TREES PROVIDED

PERIMETER TREES = (1) TREE PER 40 FT
474 FT = 12 TREES REQUIRED
6 EXISTING TREES
7 TREES PLANTED
13 TREES PROVIDED

REAR BUFFER = (1) TREE PER 25 FT
125 FT = 5 TREES REQUIRED
5 EXISTING TREES
5 TREES PROVIDED

FRIENDSWOOD LINK ROAD



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27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
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2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
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REGISTERED LANDSCAPE ARCHITECT CHARLES M. BRANDON 2247 STATE OF TEXAS

7-19-18

FRIENDSWOOD LINK
HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
Drawn
Checked

LANDSCAPE PLAN

Sheet No. *L1.02*

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: August 6, 2018

Date Submitted: August 2, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Flood Insurance Rate Map (FIRM)

Proceeding: Ordinances

City Attorney Review:

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In December 2017, City Council repealed the 2007 FIRM for Harris County. Soon after Harvey, Friendswood was advised by FEMA representatives that despite the adoption of TSARP (Tropical Storm Allison Recovery Project) flood maps in 2007, the official FIRMette for Friendswood is still based on the 1999 FIRMs. The conflict prevented these property owners from being permitted to rebuild their homes unless they elevated the structure 2-feet above the Base Flood Elevation. This created an undue hardship after a historic event.

Since this action, preliminary maps have been issued for Galveston County. The purpose of this proposed ordinance change is to adopt the most current engineering data for the special flood hazard areas in Friendswood. City staff has reviewed the 2018 Galveston County and 2017 Harris County FIRM and have noticed an omission of one area of the city captured in the 2007 FIRM. The proposed ordinance captures the entire city in the most current data. City Staff has advised residents, builders, and developers of the updated maps to allow them to utilize the current data.

Please note, the adoption of the most up-to-date maps will apply for new construction and building purposes only. Until FEMA approves the preliminary maps and records them in the Federal Registry, risk/insurance determinations will be based upon the 1999 effective maps currently in place. According to FEMA, they estimate at least a year before the preliminary maps, being considered for adoption by Friendswood, are adopted by FEMA.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Adoption allows for utilizing the most current engineering data for development in the Special Flood Hazzard area in Friendswood.

RECOMMENDATIONS

Staff recommends approval and recognizing the 2018 (Galveston County), 2017 (majority of Harris County), and 2007 (remainder of Harris County) FIRMs.

ATTACHMENTS

Ordinance
2018 – Galveston County Friendswood
2017 and 2007 – Harris County Friendswood

(Title: An ordinance repealing Ordinance No. 2017-36 and amending Sec. 34-24 to include 2018/2017/2007 preliminary FEMA maps, which establish the areas of special flood hazard for the City of Friendswood.)

ORDINANCE NO. T2018-23

AN ORDINANCE REPEALING ORDINANCE NO. 2017-36 AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, BY DELETING FROM CHAPTER 34 THEREOF ALL OF SECTION 34-24 AND SUBSTITUTING THEREFOR A NEW SECTION 34-24; PROVIDING FOR ADOPTION OF "THE FLOOD INSURANCE STUDY FOR GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS," DATED FEBRUARY 28, 2018, AND "THE FLOOD INSURANCE STUDY FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS," DATED JANUARY 6, 2017, AND "THE FLOOD INSURANCE STUDY FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS," DATED JUNE 18, 2007; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, the City of Friendswood is adopting the latest flood hazard mapping for Galveston County in 2018, majority portion of Harris County in 2017, and remaining portion of Harris County by the Federal Emergency Management Agency ("FEMA") in 2007, based in part on the analysis of data collected during Tropical Storm Allison; and,

WHEREAS, the City understands the official FIRMette illustrates the effective maps for Friendswood are still based on the 1999 FIRMs; and

WHEREAS, the City of Friendswood recommends adopting the 2018 Preliminary FIRM for Galveston County, the 2017 FIRM for the majority of Friendswood in Harris County, and remaining portion of Friendswood in Harris County on the 2007 FIRM for determining flood zone designations; now, therefore,

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

Section 1. That Ordinance No. 2017-36 is repealed in its entirety.

Section 2. That Section 34-24 of the Code of Ordinances of the City of Friendswood, Texas, is amended to read as follows:

Section 34-24. Basis for establishing the areas of special flood hazard.

> The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Galveston County, Texas and Incorporated Areas," dated February 28, 2018 with accompanying Flood Insurance Rate Map and Flood Boundary-Floodway Maps (FIRM and FBFM), "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated January 6, 2017, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated June 18, 2007, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto, are hereby adopted by reference and declared to be a part of this Ordinance.

Section 3. Any person who shall knowingly, willingly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $2,000.00. Each day of violation shall constitute a separate offense.

Section 4. 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 any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

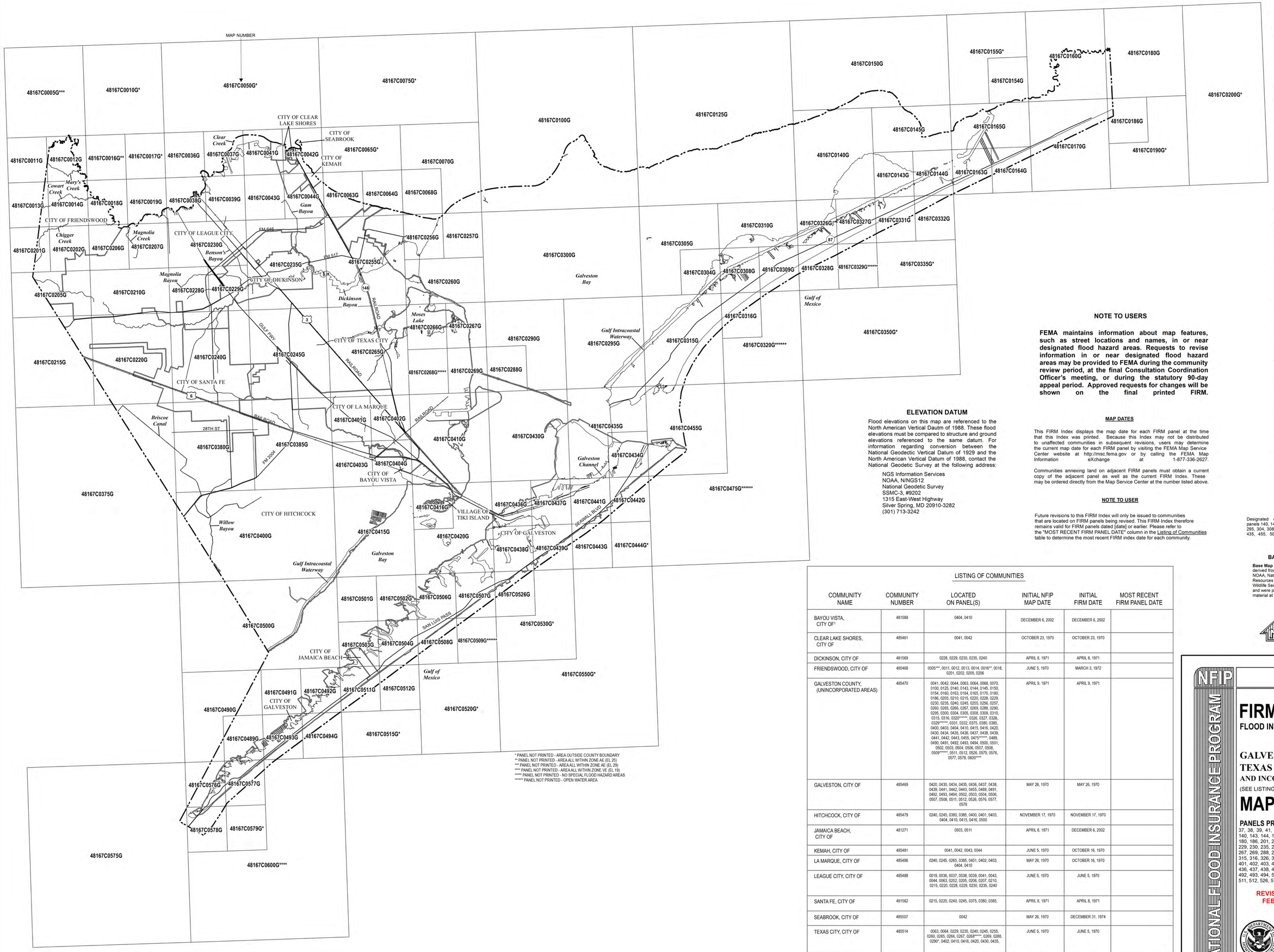
PASSED AND APPROVED on first reading this the 6th day of August, 2018.

PASSED AND APPROVED on second and final reading this the 10th day of September, 2018.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary



* PANEL NOT PRINTED - AREA OUTSIDE COUNTY BOUNDARY
** PANEL NOT PRINTED - AREA ALL WITHIN ZONE AE (EL 25)
*** PANEL NOT PRINTED - AREA ALL WITHIN ZONE AE (EL 29)
**** PANEL NOT PRINTED - AREA ALL WITHIN ZONE VE (EL 19)
***** PANEL NOT PRINTED - NO SPECIAL FLOOD HAZARD AREAS
****** PANEL NOT PRINTED - OPEN WATER AREA

ELEVATION DATUM

Flood elevations on this map are referenced to the North American Vertical Dautm of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same datum. For information regarding conversion between the National Geodectic Vertical Datum of 1929 and the North American Vertical Datum of 1988, contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, MD 20910-3282
(301) 713-3242

NOTE TO USERS

FEMA maintains information about map features, such as street locations and names, in or near designated flood hazard areas. Requests to revise information in or near designated flood hazard areas may be provided to FEMA during the community review period, at the final Consultation Coordination Officer's meeting, or during the statutory 90-day appeal period. Approved requests for changes will be shown on the final printed FIRM.

MAP DATES

This FIRM Index displays the map date for each FIRM panel at the time that this Index was printed. Because this Index may not be distributed to unaffected communities in subsequent revisions, users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website at http://msc.fema.gov or by calling the FEMA Map Information eXchange at 1-877-336-2627.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Map Service Center at the number listed above.

NOTE TO USER

Future revisions to this FIRM Index will only be issued to communities that are located on FIRM panels being revised. This FIRM Index therefore remains valid for FIRM panels dated [date] or earlier. Please refer to the "MOST RECENT FIRM PANEL DATE" column in the Listing of Communities table to determine the most recent FIRM index date for each community.

MAP REPOSITORIES

(Maps available for reference only, not for distribution.)

BAYOU VISTA, CITY OF
City Hall
2929 State Highway 6
Bayou Vista, Texas 77563

CLEAR LAKE SHORES, CITY OF
City Hall
1006 South Shore Drive
Clear Lake Shores, Texas 77565

DICKINSON, CITY OF
City Hall
4403 Highway 3
Dickinson, Texas 77539

FRIENDSWOOD, CITY OF
City Hall
910 South Friendswood Drive
Friendswood, Texas 77546

GALVESTON COUNTY, (UNINCORPORATED AREAS)
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550

GALVESTON, CITY OF
City Hall
823 Rosenburg Street
Room 401
Galveston, Texas 77553

HITCHCOCK, CITY OF
City Hall
7423 Highway 6
Hitchcock, Texas 77563

JAMAICA BEACH, CITY OF
Municipal Court
16628 San Luis Pass Road
Jamaica Beach, Texas 77554

KEMAH, CITY OF
City Hall
1401 State Highway 146
Kemah, Texas 77565

LA MARQUE, CITY OF
City Hall
4916 Garrett Street
La Marque, Texas 77568

LEAGUE CITY, CITY OF
Building Department
500 West Walker Street
League City, Texas 77573

SANTA FE, CITY OF
City Hall
12002 State Highway 6
Santa Fe, Texas 77510

SEABROOK, CITY OF
City Hall
1700 First Street
Seabrook, Texas 77586

TEXAS CITY, CITY OF
Community Developing Department
928 5th Avenue North
Texas City, Texas 77590

TIKI ISLAND, VILLAGE OF
City Hall
802 Tiki Drive
Tiki Island, Texas 77554

- NOTE -

Designated coastal barriers are located on panels 140, 143, 154, 160, 164, 165, 170, 180, 186, 295, 304, 308, 309, 310, 315, 316, 327, 331, 410, 435, 455, 501, 502, 503, 504, 511, and 512.

BASE MAP SOURCE

Base Map information shown on this FIRM was derived from Galveston Central Appraisal District, NOAA, National Geodetic Survey, Texas Natural Resources Information System, U.S. Fish and Wildlife Service and the U.S. Geological Survey and were provided in digital format using source material at a scale of 1:20,000 or better.

LISTING OF COMMUNITIES

COMMUNITY NAME	COMMUNITY NUMBER	LOCATED ON PANEL(S)	INITIAL NFIP MAP DATE	INITIAL FIRM DATE	MOST RECENT FIRM PANEL DATE
BAYOU VISTA, CITY OF[1]	481589	0404, 0410	DECEMBER 6, 2002	DECEMBER 6, 2002	
CLEAR LAKE SHORES, CITY OF	485461	0041, 0042	OCTOBER 23, 1970	OCTOBER 23, 1970	
DICKINSON, CITY OF	481569	0228, 0229, 0230, 0235, 0240	APRIL 8, 1971	APRIL 8, 1971	
FRIENDSWOOD, CITY OF	485468	0005***, 0011, 0012, 0013, 0014, 0016**, 0018, 0201, 0202, 0205, 0206	JUNE 5, 1970	MARCH 3, 1972	
GALVESTON COUNTY, (UNINCORPORATED AREAS)	485470	0041, 0042, 0044, 0063, 0064, 0068, 0070, 0100, 0125, 0140, 0143, 0144, 0145, 0150, 0154, 0160, 0163, 0164, 0165, 0170, 0180, 0186, 0205, 0210, 0215, 0220, 0228, 0229, 0230, 0235, 0240, 0245, 0255, 0256, 0257, 0260, 0265, 0266, 0267, 0269, 0288, 0290, 0295, 0300, 0304, 0305, 0308, 0309, 0310, 0315, 0316, 0320*******, 0326, 0327, 0328, 0329******, 0331, 0332, 0375, 0380, 0385, 0400, 0403, 0404, 0410, 0415, 0416, 0420, 0430, 0434, 0435, 0436, 0437, 0438, 0439, 0441, 0442, 0443, 0455, 0475******, 0489, 0490, 0491, 0492, 0493, 0494, 0500, 0501, 0502, 0503, 0504, 0506, 0507, 0508, 0509******, 0511, 0512, 0526, 0575, 0576, 0577, 0578, 0600****	APRIL 9, 1971	APRIL 9, 1971	
GALVESTON, CITY OF	485469	0420, 0430, 0434, 0435, 0436, 0437, 0438, 0439, 0441, 0442, 0443, 0455, 0489, 0491, 0492, 0493, 0494, 0502, 0503, 0504, 0506, 0507, 0508, 0511, 0512, 0526, 0576, 0577, 0578	MAY 26, 1970	MAY 26, 1970	
HITCHCOCK, CITY OF	485479	0240, 0245, 0380, 0385, 0400, 0401, 0403, 0404, 0410, 0415, 0416, 0500	NOVEMBER 17, 1970	NOVEMBER 17, 1970	
JAMAICA BEACH, CITY OF	481271	0503, 0511	APRIL 8, 1971	DECEMBER 6, 2002	
KEMAH, CITY OF	485481	0041, 0042, 0043, 0044	JUNE 5, 1970	OCTOBER 16, 1970	
LA MARQUE, CITY OF	485486	0240, 0245, 0265, 0385, 0401, 0402, 0403, 0404, 0410	MAY 26, 1970	OCTOBER 16, 1970	
LEAGUE CITY, CITY OF	485488	0019, 0036, 0037, 0038, 0039, 0041, 0043, 0044, 0063, 0202, 0205, 0206, 0207, 0210, 0215, 0220, 0228, 0229, 0230, 0235, 0240	JUNE 5, 1970	JUNE 5, 1970	
SANTA FE, CITY OF	481562	0215, 0220, 0240, 0245, 0375, 0380, 0385,	APRIL 8, 1971	APRIL 8, 1971	
SEABROOK, CITY OF	485507	0042	MAY 26, 1970	DECEMBER 31, 1974	
TEXAS CITY, CITY OF	485514	0063, 0064, 0229, 0235, 0240, 0245, 0255, 0260, 0265, 0266, 0267, 0268*****, 0269, 0288, 0290*, 0402, 0410, 0416, 0420, 0430, 0435,	JUNE 5, 1970	JUNE 5, 1970	
TIKI ISLAND, VILLAGE OF	481585	0416, 0420	APRIL 8, 1971	APRIL 8, 1971	

[1] Dates for this community taken from the Unincorporated Areas of Galveston County

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

MAP INDEX

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY TEXAS
AND INCORPORATED AREAS
(SEE LISTING OF COMMUNITIES TABLE)

MAP INDEX

PANELS PRINTED: 11, 12, 13, 14, 18, 19, 36, 37, 38, 39, 41, 42, 43, 44, 63, 64, 68, 70, 100, 125, 140, 143, 144, 145, 150, 154, 160, 163, 164, 165, 170, 180, 186, 201, 202, 205, 206, 207, 210, 215, 220, 228, 229, 230, 235, 240, 245, 255, 256, 257, 260, 265, 266, 267, 269, 288, 290, 295, 300, 304, 305, 308, 309, 310, 315, 316, 326, 327, 328, 331, 332, 375, 380, 385, 400, 401, 402, 403, 404, 410, 415, 416, 420, 430, 434, 435, 436, 437, 438, 439, 441, 442, 443, 455, 489, 490, 491, 492, 493, 494, 500, 501, 502, 503, 504, 506, 507, 508, 511, 512, 526, 575, 576, 577, 578

REVISED PRELIMINARY
FEBRUARY 28, 2018

MAP NUMBER
48167CIND0A
EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

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Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

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NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland, 20910-3282
(301) 713-3242

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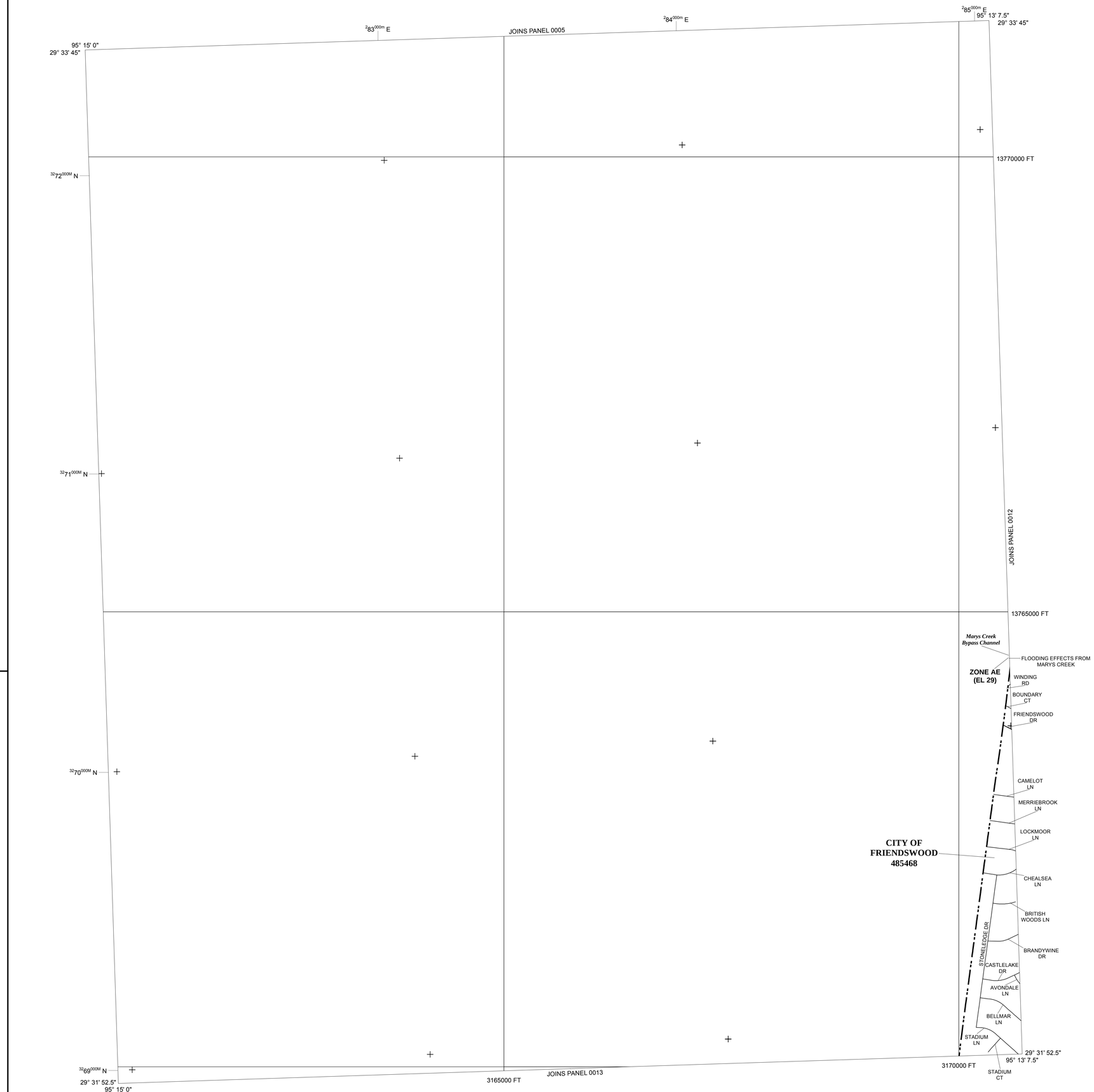

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain Boundary
	Floodway Boundary
	Zone D Boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
	Limit of Moderate Wave Action
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross section line
23 - - - - 23	Transect line
	Culvert
	Bridge
	Footbridge
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
4989000M N	1000-meter Universal Transverse Mercator grid ticks, zone 15
4989000FT	5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
• M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0011G

FIRM

FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 11 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0011	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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MAP NUMBER
48167C0011G

EFFECTIVE DATE

Federal Emergency Management Agency

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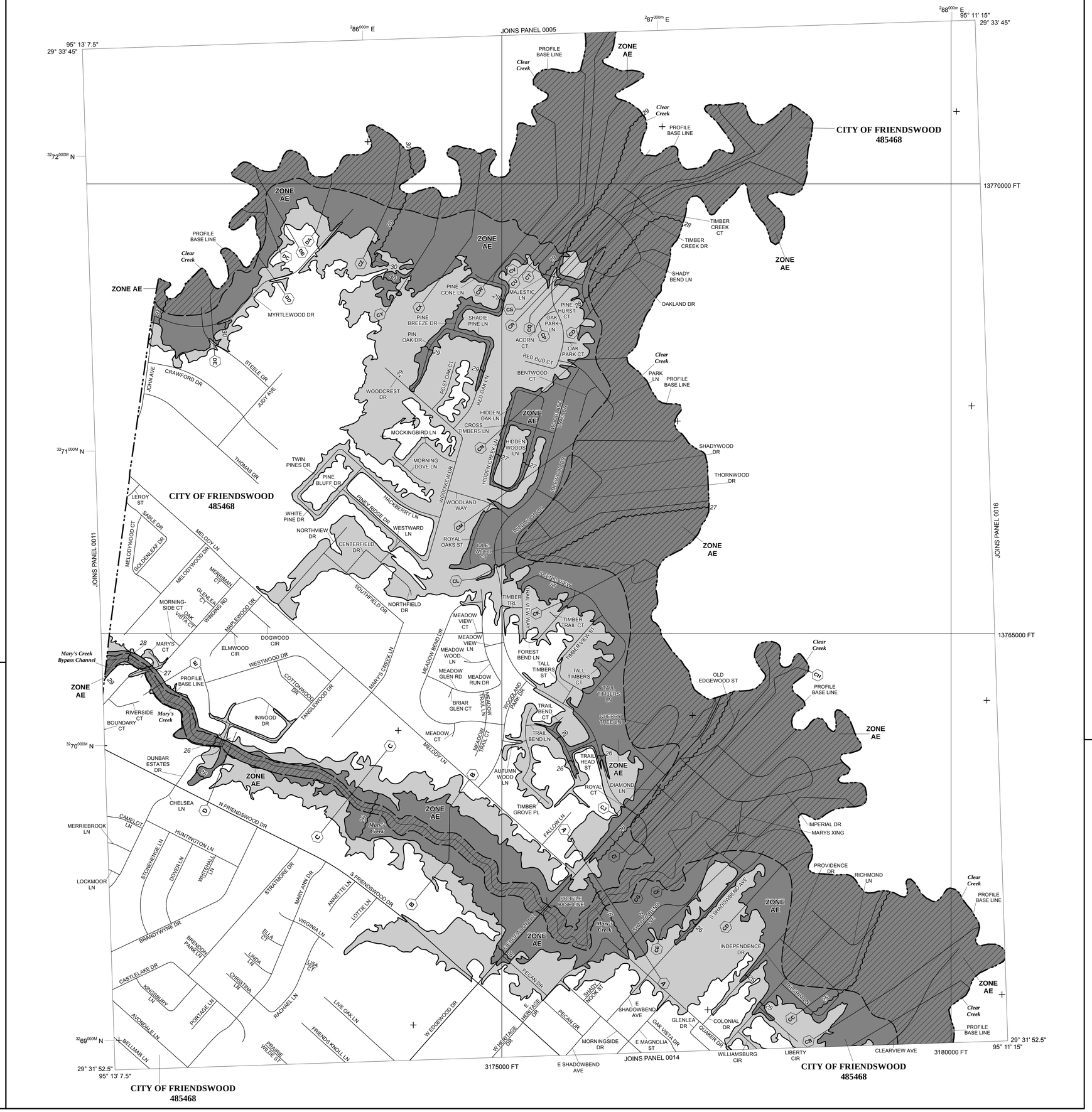

LEGEND

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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

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OTHER AREAS

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	Floodplain Boundary
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	Limit of Moderate Wave Action
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross section line
23 - - - - 23	Transect line
	Culvert
	Bridge
	Footbridge
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
$^{40}89^{000m}$ N	1000-meter Universal Transverse Mercator grid ticks, zone 15
4989000FT	5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
• M1.5	River Mile

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EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

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250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0012G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 12 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0012	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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MAP NUMBER
48167C0012G

EFFECTIVE DATE

Federal Emergency Management Agency

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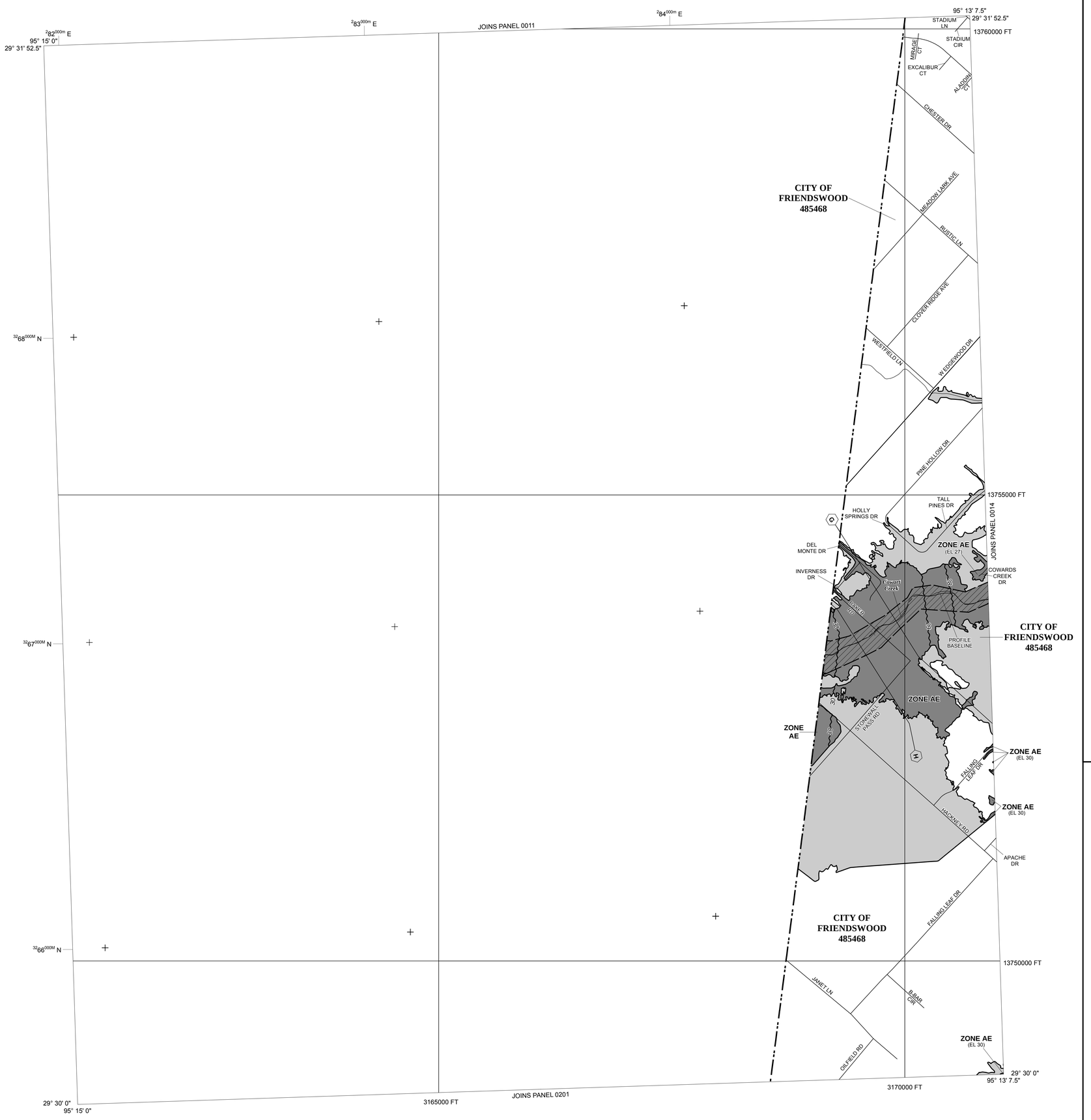

LEGEND

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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

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250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0013G

FIRM

FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 13 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0013	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland, 20910-3282
(301) 713-3242

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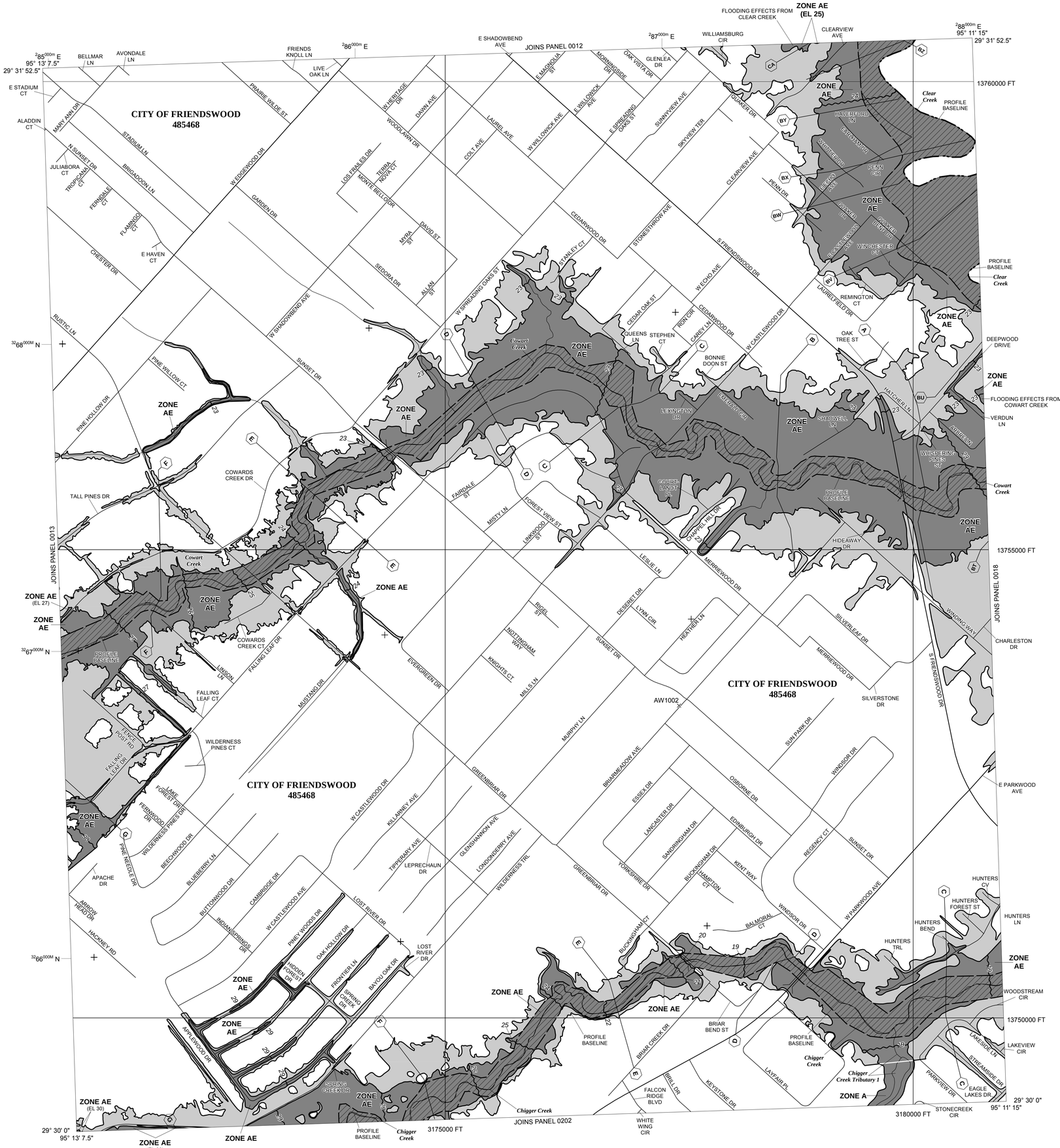

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
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ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain Boundary
	Floodway Boundary
	Zone D Boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
	Limit of Moderate Wave Action
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross section line
23 - - - - 23	Transect line
	Culvert
	Bridge
	Footbridge
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
$^{49}89^{000m}$ N	1000-meter Universal Transverse Mercator grid ticks, zone 15
4989000FT	5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
• M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0014G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 14 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0014	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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MAP NUMBER
48167C0014G

EFFECTIVE DATE

Federal Emergency Management Agency

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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

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FLOOD INSURANCE RATE MAP

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N

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250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0018G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 18 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0018	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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MAP NUMBER
48167C0018G

EFFECTIVE DATE

Federal Emergency Management Agency

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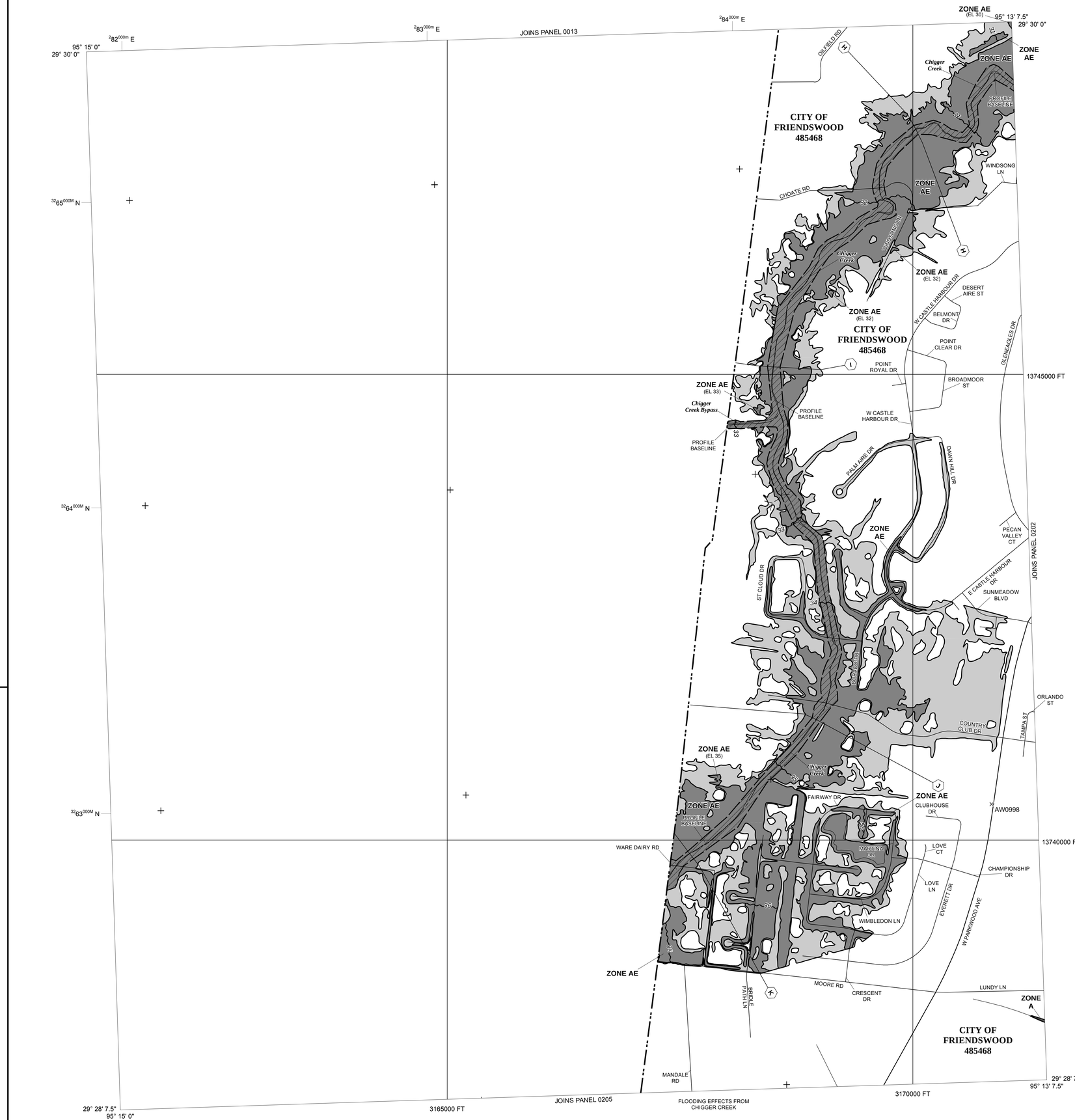

LEGEND

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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

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EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

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NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0201G

FIRM

FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 201 OF 600

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0201	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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48167C0201G

EFFECTIVE DATE

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The **projection** used in the preparation of this map was STATE PLANE TEXAS SOUTH CENTRAL FIPS 4204. The **horizontal datum** was the North American Datum of 1983 (NAD 83), GRS1980 Spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland, 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at https://www.ngs.noaa.gov/.

Base Map information shown on this FIRM was derived from Galveston Central Appraisal District, NOAA, National Geodetic Survey, Texas Natural Resources Information System, U.S. Fish and Wildlife Service and the U.S. Geological Survey and were provided in digital format using source material at a scale of 1:20,000 or better.

Based on updated topographic information, this map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables may reflect stream channel distances that differ from what is shown on the map. Also, the road to floodplain relationships for unrevised streams may differ from what is shown on previous maps.

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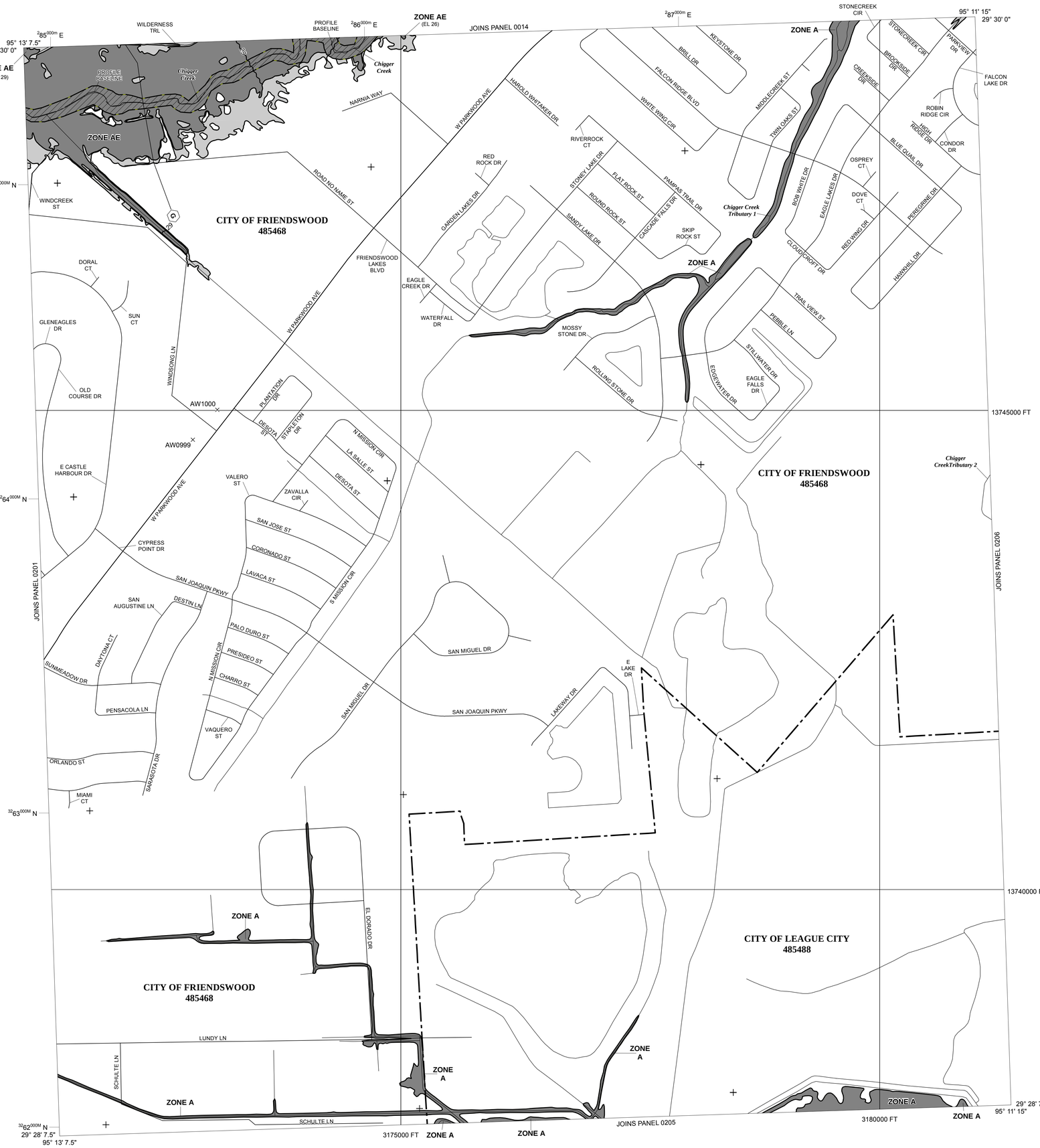

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain Boundary
	Floodway Boundary
	Zone D Boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
	Limit of Moderate Wave Action
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross section line
23 - - - - 23	Transect line
	Culvert
	Bridge
	Footbridge
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
$^{40}89^{000m}$ N	1000-meter Universal Transverse Mercator grid ticks, zone 15
4989000FT	5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
• M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0202G

FIRM

FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS

AND INCORPORATED AREAS

PANEL 202 OF 600

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0202	G
LEAGUE CITY, CITY OF	485488	0202	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48167C0202G

EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988. Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was STATE PLANE TEXAS SOUTH CENTRAL FIPS 4204. The **horizontal datum** was the North American Datum of 1983 (NAD 83), GRS1980 Spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

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National Geodetic Survey
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Silver Spring, Maryland, 20910-3282
(301) 713-3242

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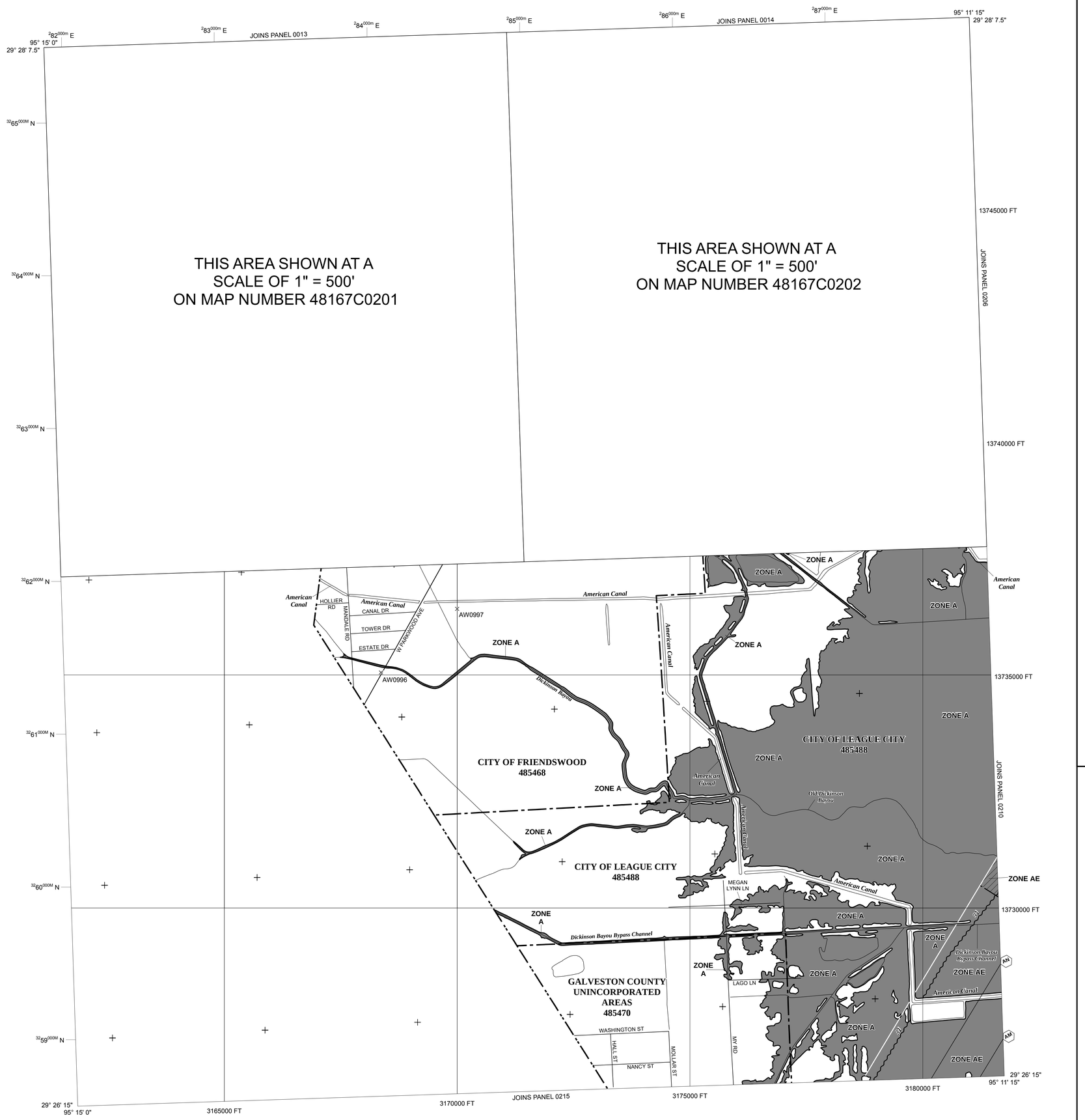

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
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ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain Boundary
	Floodway Boundary
	Zone D Boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
	Limit of Moderate Wave Action
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross section line
23 - - - - 23	Transect line
	Culvert
	Bridge
	Footbridge
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
$^{49}89^{000m}$ N	1000-meter Universal Transverse Mercator grid ticks, zone 15
4989000FT	5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
• M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

300 0 300 600 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0205G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 205 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0205	G
LEAGUE CITY, CITY OF	485488	0205	G
GALVESTON COUNTY	485470	0205	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48167C0205G

EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

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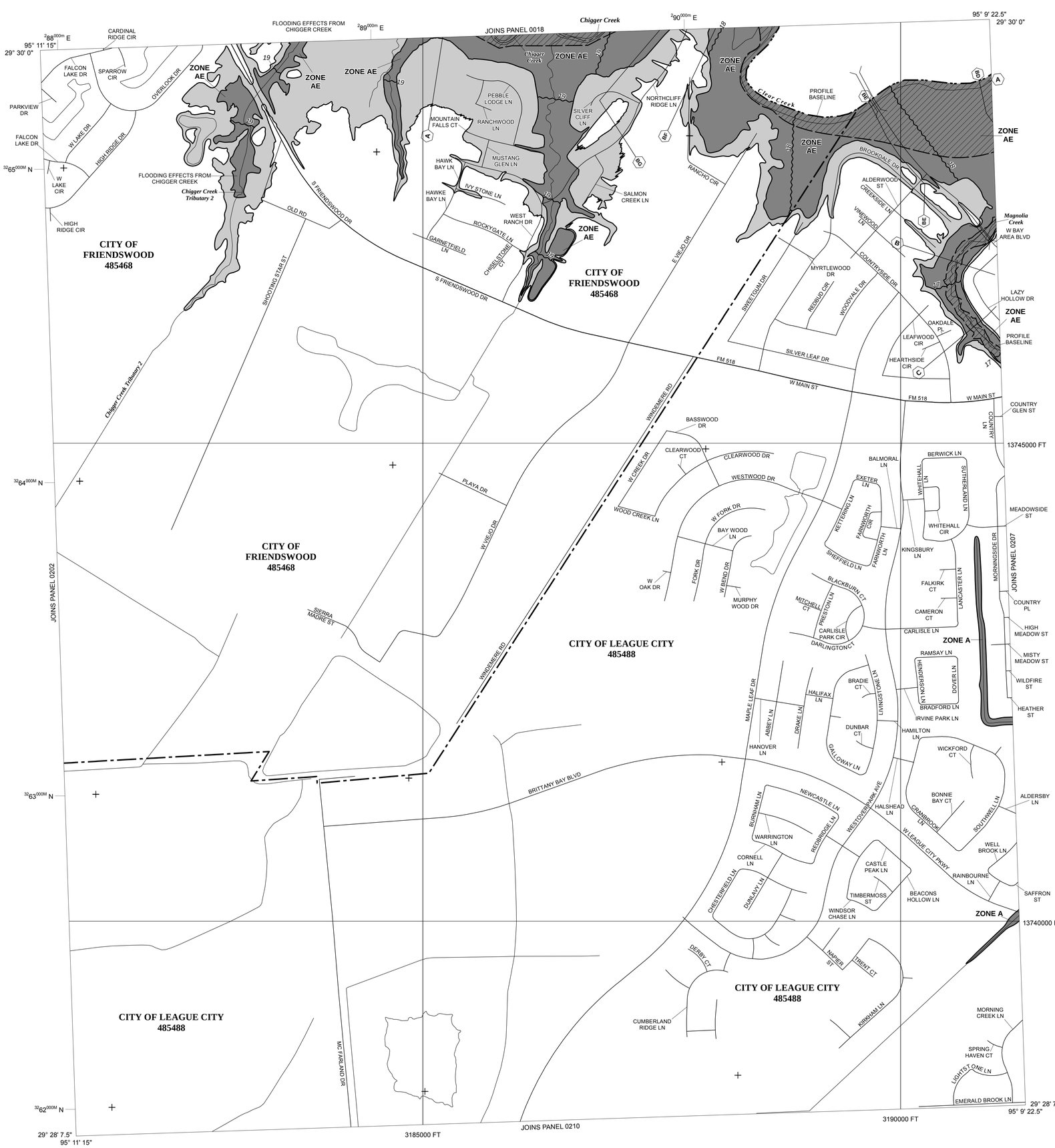

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
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COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain Boundary
	Floodway Boundary
	Zone D Boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
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513	Base Flood Elevation line and value; elevation in feet*
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	Culvert
	Bridge
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• M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0206G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 206 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0206	G
LEAGUE CITY, CITY OF	485488	0206	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48167C0206G

EFFECTIVE DATE

Federal Emergency Management Agency

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

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Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator, Zone 15. The **horizontal datum** was NAD83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit their website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided in digital format by the Houston-Galveston Area Council and was revised and enhanced by Harris County.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

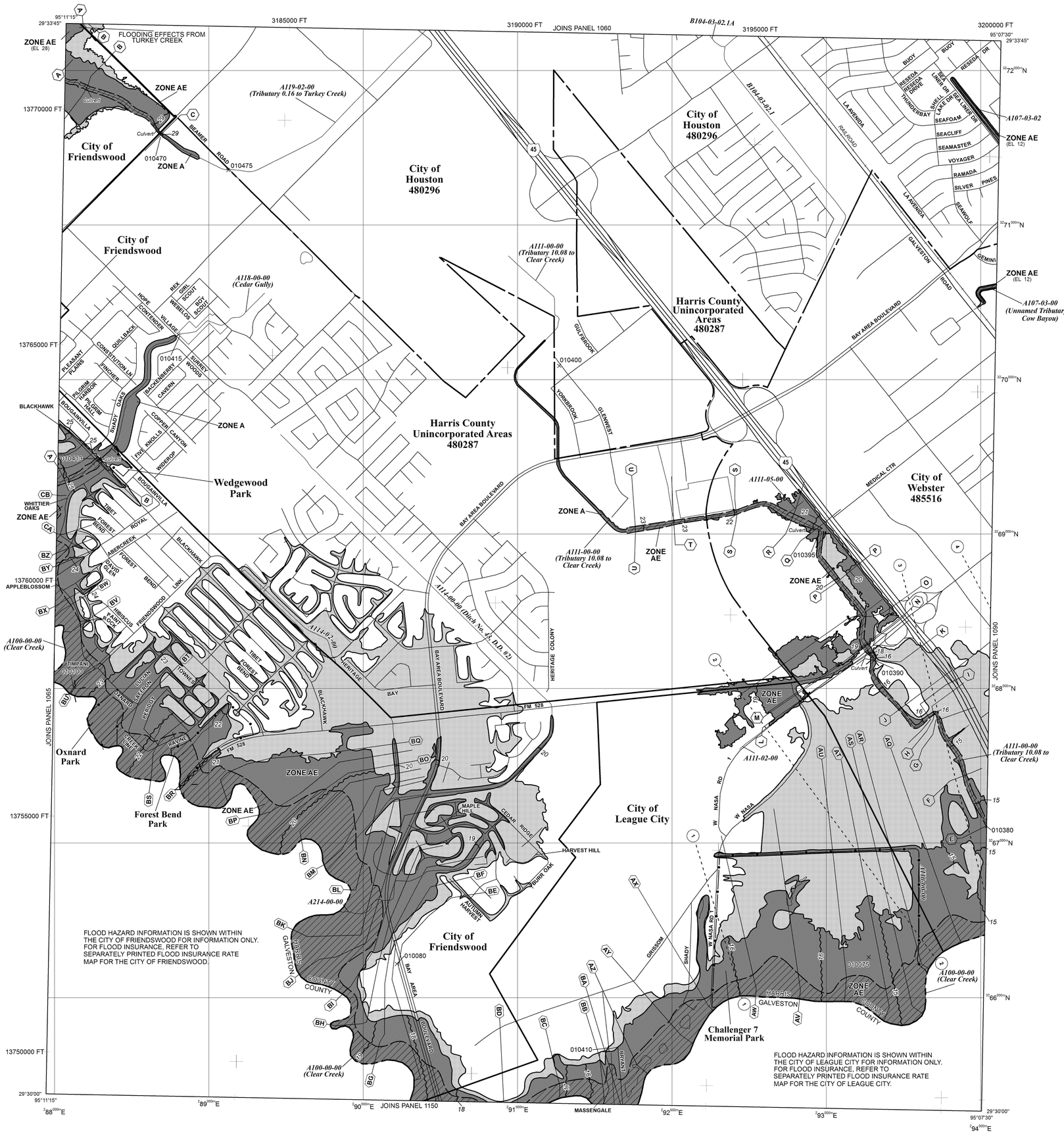
Contact the **FEMA Map Information eXchange** at 1-877-336-2627 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Information eXchange may also be reached by Fax at 1-800-358-9620 and their website at http://www.msc.fema.gov/.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/national-flood-insurance-program.

Vertical Datum Adjustment due to subsidence is the 2001 adjustment.

Benchmarks shown on this map were provided by either Harris County or the National Geodetic Survey. To obtain elevation, description, and location information for benchmarks provided by Harris County, please contact the Permits Office of the Engineering Department at 713-274-3900 or visit their website at http://www.eng.hctx.net/permits. For information regarding the benchmarks provided by National Geodetic Survey, please see note above.

Some bridges and other structures shown on the detailed studied streams are not labeled. See corresponding flood profile for appropriate names.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

A — A	Cross section Line
23 - - - 23	Transect line
87°07'45", 32°22'30"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
2 76 000m N	1000-meter Universal Transverse Mercator grid values, zone 15N
600000 FT	5000-foot grid values: Texas State Plane coordinate system, South Central zone (FIPSZONE 4204), Lambert Conformal Conic projection
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
● M1.5	River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
September 28, 1990

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
September 30, 1992
November 6, 1996
April 20, 2000
June 18, 2007
January 6, 2017

FOR REASON OF REVISION
SEE NOTICE TO FLOOD INSURANCE STUDY USERS IN THE FIS REPORT

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

300 0 300 600 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1070M

FIRM
FLOOD INSURANCE RATE MAP

HARRIS COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 1070 OF 1150
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HARRIS COUNTY	480287	1070	M
HOUSTON, CITY OF	480296	1070	M
WEBSTER, CITY OF	485516	1070	M

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48201C1070M

MAP REVISED
JANUARY 6, 2017

Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator, Zone 15. The **horizontal datum** was NAD83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

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National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit their website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided in digital format by the Houston-Galveston Area Council and was revised and enhanced by Harris County.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

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If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/national-flood-insurance-program.

Vertical Datum Adjustment due to subsidence is the 2001 adjustment.

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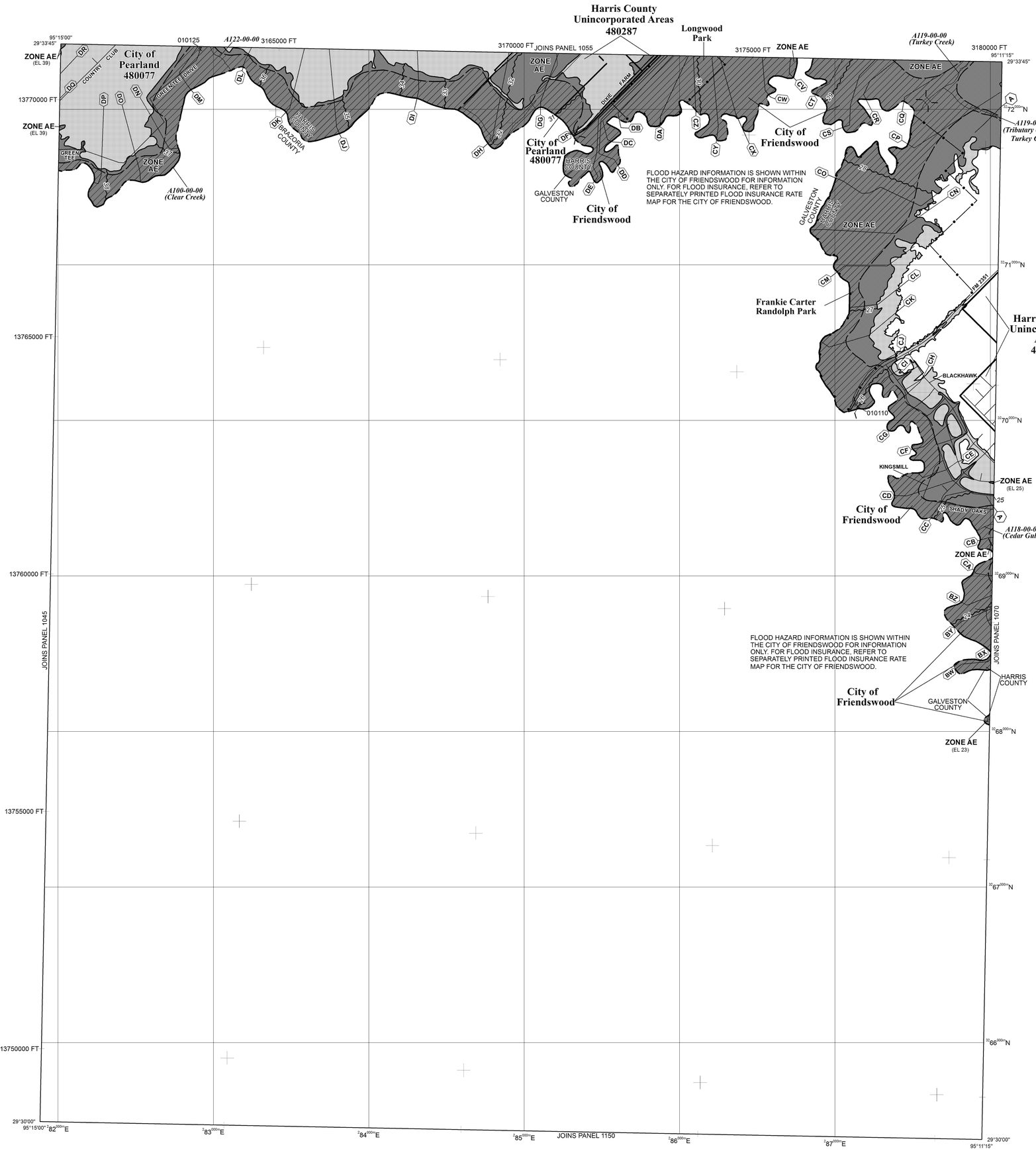
Some bridges and other structures shown on the detailed studied streams are not labeled. See corresponding flood profile for appropriate names.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
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ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

A — A	Cross section Line
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87°07'45", 32°22'30"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
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600000 FT	5000-foot grid values: Texas State Plane coordinate system, South Central zone (FIPSZONE 4204), Lambert Conformal Conic projection
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
● M1.5	River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
September 28, 1990

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
September 30, 1992
November 6, 1996
April 20, 2000
June 18, 2007
January 6, 2017

FOR REASON OF REVISION
SEE NOTICE TO FLOOD INSURANCE STUDY USERS IN THE FIS REPORT

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

300 0 300 600 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1065M

FIRM

FLOOD INSURANCE RATE MAP

HARRIS COUNTY, TEXAS

AND INCORPORATED AREAS

PANEL 1065 OF 1150

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HARRIS COUNTY	480287	1065	M
PEARLAND, CITY OF	480077	1065	M

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48201C1065M

MAP REVISED
JANUARY 6, 2017

Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevation** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevation (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum (NAVD). Users of this FIRM should be aware that coastal flood elevations may also be provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this community. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map is Universal Tranverse Mercator (UTM) zone 15. The **horizontal datum** is NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum.** For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

Spatial Reference System Division
National Geodetic Survey, NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242,** or visit their website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Harris Galveston Area Council and was revised and enhanced by Harris County.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

An accompanying Flood Insurance Study report, Letters of Map Revision or Letters of Map Amendment revising portions of this panel, and digital versions of this PANEL may be available. Contact the **FEMA Map Service Center** at the following phone numbers and Internet address for infomation on all related products available from FEMA;

Phone: 800-358-9616
FAX: 800-358-9620
www.fema.gov/msc

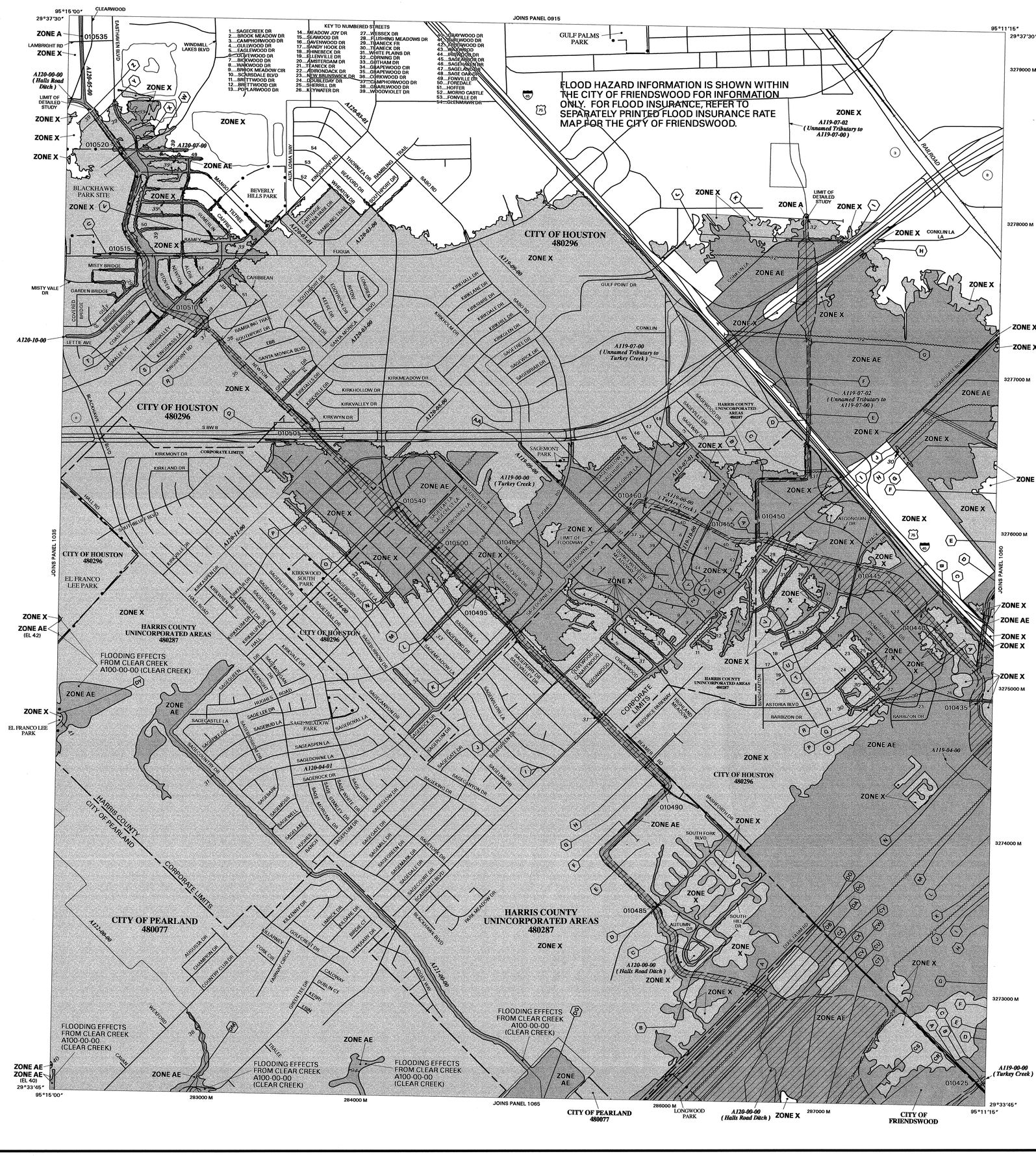
If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA-MAP** (1-877-336-2627) or visit the FEMA website at www.fema.gov.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report may reflect stream channel distances that differ from what is shown on this map.

Vertical Datum Adjustment due to subsidence is the 2001 adjustment.

Benchmarks shown on this map were provided by either Harris County or the National Geodetic Survey. To obtain elevation, description, and location information for benchmarks provided by Harris County, please contact the Permits Office of the Public Infrastructure Departement at (713) 956-3000 or visit their website at http://www.eng.hctx.net/permits. For information regarding the benchmarks provided by the National Geodetic Survey, please see note above.

Some bridges and other structures shown on the detailed studied streams are not labeled. See corresponding flood profile for appropriate name.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

ZONE A	No base flood elevations determined.
ZONE AE	Base flood elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
ZONE A99	Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

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COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

(A)———(A)	Cross Section Line
(23)- - - - -(23)	Transect Line
97°07'30", 32°22'30"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
4276000M	1000-meter Universal Transverse Mercator grid values, zone 15
600000 FT	5000-foot grid ticks
DX5510×	Bench mark (see explanation in Notes to Users section of this FIRM panel).
• M1.5	River Mile

MAP REPOSITORY
Refer to Repository Listing on Index Map

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
SEPTEMBER 28, 1990

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

SEPTEMBER 30, 1992
NOVEMBER 6, 1996
APRIL 20, 2000
JUNE 18, 2007: to change base flood elevations, to add special flood hazard areas, to change special flood hazard areas, to change zone designations, to reflect updated topographic information, and to change floodway.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

300 0 300 600 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1055L

FIRM
FLOOD INSURANCE RATE MAP
HARRIS COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 1055 OF 1150

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HOUSTON, CITY OF	480296	1055	L
HARRIS COUNTY, UNINCORPORATED AREAS	480287	1055	L
PEARLAND, CITY OF	480077	1055	L

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48201C1055L

MAP REVISED:
JUNE 18, 2007

Federal Emergency Management Agency

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: 08/06/2018

Date Submitted: 08/02/2018 Dept. Clearances: KRH

Prepared by: Jennifer Walker

Subject: FY 2017-18 Budget Amendment XI

Originating Department: Administrative Services City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: $98,204	Amount Budgeted: $30,000
Appropriation Required: $68,204	Source of Funds: General Fund Revenues; Park Land Dedication Funds, and Water & Sewer Working Capital

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

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 2017-18.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment XI 2017–18.

ATTACHMENTS

Ordinance
Exhibit A
Exhibit B

(Title: An Ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2017-2018 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2018-24

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2017-32, PASSED AND APPROVED OCTOBER 2, 2017, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2017-2018 BY APPROVING "BUDGET AMENDMENT XI" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2017-2018"; 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. 2017-32, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2017-2018"; 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 2017-2018;

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 2017-2018," 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 2017-2018" 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 6th day of August, 2018.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

City of Friendswood
Budget Amendment Summary
Fiscal Year 2017 – 2018
Budget Amendment XI
August 6, 2018

1. **Police Department RAD Program, $1,625.** Appropriate funds donated to the Police Department Rape Aggression Defense (R.A.D.) Program. Donations were received from the citizens participating in the R.A.D. classes held in June and July. Funds will be appropriated to the Police Department Patrol for R.A.D. operating supplies related to R.A.D. program expenses and will be spent in Fiscal Year 2018.

2. **Time Clocks, $4,005.** Appropriate the proceeds from the auction sale of outdated IT equipment. The proceeds will be used to purchase two replacement time clocks that will be installed at Public Safety Building. Funds will be appropriated to the Administrative Services Information Technology division operating budget.

3. **Centennial Park Donation, $2,000.** Appropriate the donation received from Friendswood Youth Lacrosse Inc. Funds will be appropriated to the Parks operating budget for field maintenance at Centennial Park.

4. **Parks Donation, $1,344.** Appropriate the donation received from the Texas Lighthouse Foundation. Funds will be used to purchase a litter receptacle and teak bench that will be installed in Stevenson Park. The funds will be appropriated to the Parks division operating budget.

5. **Parks & Recreation Vehicle Insurance Reimbursement, $1,213.** Appropriate insurance reimbursement received from State Farm Mutual Auto Insurance for a Parks and Recreation vehicle (unit CS12) that was hit while parked in the City's parking lot. Funding will be appropriated to the Parks division vehicle maintenance account for repairs already made to the unit. .

6. **Insurance Reimbursement for Damages to Friendswood Sign, $330.** Appropriate insurance reimbursement from USAA Casualty Insurance for damage to the Friendswood entryway sign located on Bay Area Boulevard. Funds will be appropriated to reimburse the Parks operating budget for the expense.

7. **Insurance Reimbursement for Centennial Park Gate, $10,940.** Appropriate the insurance reimbursement from United Services Automobile Association. Property damages occurred when a motorist ran into the gate. The funds will reimburse the Parks operating budget.

8. **Old City Park Engineering Services, $1,748.** Appropriate additional funding for design services of a pavilion at Old City Park. The funding source for this project will be Park Land Dedication Fund unassigned fund balance.

9. **Security Cameras at Stevenson Park and Public Works, $14,482.** Transfer funds from the Police Department operating budget to the Parks Facilities operating budget for the purchase and installation of security cameras at Stevenson Park and at the Blackhawk facility (old Food Lion) for the of the Public Works and Parks & Recreation departments.

10. **Janitorial Services, $15,518.** Transfer funds from the Police Department operating budget to the Parks Facilities operating budget to align appropriated funds with expenditure account in which janitorial services for the Animal Control facility is recorded.

11. **Utility Impact Study, $20,000.** Appropriate funding for the Utility Impact Study. The study is required every five years. The last study took place in 2013. The funding source will be the Water and Sewer fund working capital.

12. **Flood Vulnerability Study, $25,000.** Appropriate funding for the Flood Vulnerability Study proposal submitted by Rice University to design a high level HEC-RAS model of the Clear Creek watershed in Friendswood. The study will be the result of a recommendation by the sub-committee formed by City Council at its June 2, 2018 retreat to investigate a solution to historic flooding issues in the City. The funding source for the expense will be unassigned General Fund balance.

City of Friendswood
8/6/2018
2017-18 Budget Amendment XI - Exhibit B

BA Number	Account Number	Project No.	Description	Amount
1	001-0000-38600	PDRADREV	Appropriate donations received to PDRAD operating supplies account	(1,625)
1	001-2120-421.5410	PDRADEXP	Appropriate donations received to PDRAD operating supplies account	425
1	001-2120-421.5410	PDRADEXP	Appropriate donations received to PDRAD operating supplies account	525
1	001-2120-421.5410	PDRADEXP	Appropriate donations received to PDRAD operating supplies account	675
2	001-0000-39220		Appropriate auction proceeds to purchase two time clocks	(4,005)
2	001-0416-415.5400		Appropriate auction proceeds to purchase two time clocks	4,005
3	001-0000-38600	PK0025REV	Appropriate donation from Friendswood Youth Lacrosse for Centennial Park field maintenance	(2,000)
3	001-6430-456.6400	PK0025EXP	Appropriate donation from Friendswood Youth Lacrosse for Centennial Park field maintenance	2,000
4	001-0000-38600	PK0032REV	Appropriate donation from Texas Lighthouse Foundation to purchase litter receptacle and bench for Stevenson Park	(1,343)
4	001-6430-456.5800	PK0032EXP	Appropriate donation from Texas Lighthouse Foundation to purchase litter receptacle and bench for Stevenson Park	1,343
5	001-0000-38310		Appropriate insurance reimbursement for damages that occurred to Parks vehicle Unit CS12	(1,213)
5	001-6430-456.6300	CS12	Appropriate insurance reimbursement for damages that occurred to Parks vehicle Unit CS12	1,213
6	001-0000-38310		Appropriate insurance reimbursement for damages to Friendswood entryway sign	(330)
6	001-6430-456.5400		Appropriate insurance reimbursement for damages to Friendswood entryway sign	330
7	001-0000-38310	PK0025REV	Appropriate insurance reimbursement for damages to the gate at Centennial Park	(10,940)
7	001-6430-456.6600	PK0025EXP	Appropriate insurance reimbursement for damages to the gate at Centennial Park	10,940
8	164-0000-30100		Appropriate Park Land Dedication unassigned fund balance for design services of a pavilion at Old City Park	(1,748)
8	164-7001-456.8230	PK0070	Appropriate Park Land Dedication unassigned fund balance for design services of a pavilion at Old City Park	1,748
9	001-2150-441.7620		Transfer funds from Police Department to Parks & Recreation Department to purchase and install security cameras at City facilities	(14,482)
9	001-6460-419.5800	15355BLKHWK	Transfer funds from Police Department to Parks & Recreation Department to purchase security cameras at the Blackhawk facility	2,912
9	001-6460-419.7400	15355BLKHWK	Transfer funds from Police Department to Parks & Recreation Department to install security cameras at the Blackhawk facility	2,200
9	001-6460-419.5800	PK0032EXP	Transfer funds from Police Department to Parks & Recreation Department to purchase security cameras for Stevenson Park	5,870
9	001-6460-419.7400	PK0032EXP	Transfer funds from Police Department to Parks & Recreation Department to install security cameras for Stevenson Park	3,500
10	001-2150-441.7620		Transfer funds from Police Department to Parks & Recreation Dept. - align budget with expense account in which Animal Control janitorial services is recorded	(15,518)
10	001-6460-419.7620	8AC441	Transfer funds from Police Department to Parks & Recreation Dept. - align budget with expense account in which Animal Control janitorial services is recorded	15,518
11	401-0000-30100		Appropriate Water & Sewer Funds working capital to have a Utilitiy Impact Study performed	(20,000)
11	401-3650-434.7800		Appropriate Water & Sewer Funds working capital to have a Utilitiy Impact Study performed	10,000
11	401-3651-433.7800		Appropriate Water & Sewer Funds working capital to have a Utilitiy Impact Study performed	10,000
12	001-0000-30500		Appropriate General Fund unassigned fund balance for flood vulnerability study	(25,000)
12	001-3620-431.7800		Appropriate General Fund unassigned fund balance for flood vulnerability study	25,000

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: August 6, 218

Date Submitted: July 26, 2018 Dept. Clearances: City Manager

Prepared by: GCF

Subject: Scheduling Sept. Council Meeting

Originating Department: CMO

Proceeding: Consent Agenda City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A	Amount Budgeted: N/A
Appropriation Required: N/A	Source of Funds: N/A
FINANCE APPROVAL:	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Council meetings are generally scheduled for the first Monday of each month, except for holidays and special meetings. In these cases, the Council decides when to set the meeting. We have such an instance coming up in September.

The Labor Day holiday falls on Monday, September 3, the first Monday of September, and City offices are closed that day.

RECOMMENDATIONS

Recommend that Council invoke Rule 1(A) of the Rules of Procedure for City Council Meetings to schedule the September Council meeting for September 10, 2018.

ATTACHMENTS

None

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: 8/6/2018

Date Submitted: 7/17/18 Dept. Clearances: T. Byrd

Prepared by: B. Mansfield

Subject: Galveston County Cooperative Evacuation Plan

Originating Department: FMO City Attorney Review: mkf

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: n/a Amount Budgeted: n/a

Appropriation Required: n/a Source of Funds: n/a

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Galveston County is renewing their Countywide Cooperative Evacuation Plan with the surrounding cities in Galveston County. The purpose of this plan is to guide the safe and orderly evacuation of Galveston County prior to approaching severe weather or disaster.

This plan addresses evacuation routes, evacuation of individuals with access, functional and medical needs, coordination with the MACC (Multi-Agency Coordinating Committee) and the countywide decision makers.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

While the City of Friendswood maintains a State approved Annex E – Evacuation, the Cooperative Plan provides an outline for needed Countywide planning and decision making in a natural disaster. It is essential that all the local jurisdictions coordinate, communicate, plan, and execute a coordinated evacuation.

RECOMMENDATIONS

Recommendation is for Council's approval of the Galveston County Evacuation Plan and authorize the Mayor to sign.

ATTACHMENTS

2018 Galveston County Cooperative Evacuation Plan

GALVESTON COUNTY
COOPERATIVE EVACUATION PLAN

APPROVAL & IMPLEMENTATION

GALVESTON COUNTY
COOPERATIVE EVACUATION PLAN

This cooperative evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____
Mark Henry, Galveston County Judge Date

_____ _____
Garret Foskit, Emergency Management Coordinator Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Daniel Konyha, Mayor of Bayou Vista Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Mike McNamara, Mayor of Clear Lake Shores Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Julie Masters, Mayor of Dickinson Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Mike Foreman, Mayor of Friendswood Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

James Yarbrough, Mayor of Galveston Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Dorothy Childress, Mayor of Hitchcock Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Steve Spicer, Mayor of Jamaica Beach Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Carl Joiner, Mayor of Kemah Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Bobby Hocking, Mayor of La Marque Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Pat Hallisey, Mayor of League City Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Jason Tabor, Mayor of Santa Fe Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Matthew Doyle, Mayor of Texas City Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Vernon Teltschick, Mayor of Tiki Island Date

The Galveston County

Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Texas Department of Public Safety Date
Disaster District Chair 16B

GALVESTON COUNTY COOPERATIVE EVACUATION PLAN

I. PURPOSE

The purpose of this plan is to guide the safe and orderly evacuation of Galveston County prior to approaching severe weather or disaster. For the purposes of this plan the following terms will apply:

A. Capital Area Shelter Hub Plan: The plan which describes how the City of Austin, Travis County and surrounding counties will accommodate evacuees, including those with medical, access and functional needs, who have been evacuated from Galveston County as a result of a mandatory evacuation.
B. Decision-maker: The mayor of each City and the County Judge, each of whom has the authority to recommend evacuation or call a mandatory evacuation of his/her jurisdiction. Each jurisdiction must have the name of a decision-maker and an alternate on file with the Galveston County Office of Emergency Management.
C. Disaster District Committee: A regional organization of state agencies chaired by a ranking Department of Public Safety officer ("Disaster District Chairman") to which requests for assistance and situational data from that region's Cities and Counties may be transmitted.
D. Point-to-Point Shelter Plan: A plan developed between a coastal area and a host inland City or County to provide shelter accommodations for evacuees involved in mass transport operations.
E. Reception Center: A designated location where evacuees are received by a host community. Upon arrival they are triaged, registered, and assigned a shelter within the hub region.
F. Regional Liaison Officer: The Texas Division of Emergency Management representative serving the Texas Division of Emergency Management Disaster District Sub 2A, which encompasses Galveston and Brazoria counties.
G. Multi-Agency Coordinating Committee: The group comprised of the mayor of Houston, the mayor of Galveston, and the County judges of the 13-County Houston-Galveston Area Council region, or their appointees, responsible for coordinating evacuations and responding to catastrophic events. Also referred to under the National Incident Management System as the Multi-Agency Coordinating Group.
H. State Operations Center: The emergency operations center within the Texas Department of Public Safety/Division of Emergency Management facility in Austin from which state coordination of disaster operations occurs.

II. ASSUMPTIONS

When a disaster threatens the Upper Texas Gulf Coast, Galveston County's decision-makers will meet or participate in conference calls to discuss appropriate actions to protect lives and property.

Evacuation decisions for most disasters threatening the Houston-Galveston area will be coordinated with the Multi-Agency Coordinating Committee according to the procedures spelled out in Attachment B.

In the event of a tropical cyclone or flood threat, priority will be given to evacuating the following low-lying areas of Galveston County: Bayou Vista-Omega Bay, San Leon-Bacliff, Kemah-Clear Lake Shores, Tiki Island, West Galveston Island including Jamaica Beach, and all of the Bolivar Peninsula. Due to ferry access and other issues, the peninsula may be asked to evacuate well in advance of other areas of the County.

Preparations for approaching tropical cyclones will be made as if they are one category stronger than projected by the National Weather Service.

Each jurisdiction will educate its residents, including those with medical, access or functional-needs, regarding their individual responsibilities when an evacuation is recommended or mandated.

Each jurisdiction should maintain a list of medical, access or functional needs residents within their geographic area, for the purposes of notifying them of potential emergencies as well as coordinating any transportation needs.

III. EVACUATION FROM ZIP CODE ZONES

Jurisdictions in the Houston-Galveston-Brazoria Study Area adopted a Zip Code Evacuation Plan for the 2007 Hurricane Season to replace the old surge zone maps. The plan calls for evacuation of Galveston County for major hurricanes by groups of zip code zones, beginning with the coast and moving inland. In subsequent years, Chambers and Matagorda counties were added to the map. See Attachment C for a depiction of these zones.

The zip zones generally follow the Evacuation Study Area surge zones and are identified as "Zip Zone Coastal" (Island, Bolivar Peninsula, and coastal Brazoria and Matagorda counties), "Zip Zone A" (all of the Galveston County mainland except for portions of Friendswood and Santa Fe, and southern Chambers County), "Zip Zone B" (portions of Friendswood and Santa Fe, and large portions of Brazoria, Chambers and Matagorda counties), and "Zip Zone C" (Southeast Houston and Harris County, and northern Brazoria County).

Evacuation of Galveston County will be conducted with the assistance of local, regional and state law enforcement, as outlined in the Texas Department of Public Safety's Traffic Management Plan. The latest version is available on the Texas DPS-DEM web site.

IV. PRIMARY EVACUATION ROUTES

A. Interstate 45
B. Highway 146
C. Highway 6
D. Highway 124

The primary evacuation routes for Galveston County are Interstate 45, Highway 146, Highway 6 and Highway 124. Galveston Island and mainland Galveston County residents should use I-45, Hwy. 146 and Hwy. 6 to evacuate the area. Residents of Bolivar Peninsula should evacuate via Highway 87 to Highway 124 through Chambers County.

Highways and bridges may not be safe in winds that exceed tropical storm intensity (39 mph) and when heavy rainfall persists. Additionally, the Texas Department of Transportation ferry service between Bolivar Peninsula and Galveston will cease operations when tides reach 4.5 feet above normal.

Traffic along various evacuation routes will not be controlled, with the exception of Hwy. 146, where traffic may be diverted to Spur 330 just north of the Fred Hartmann Bridge. From Spur 330 motorists will be allowed to proceed to other routes, including Interstate 10 West, Beltway 8, I-45, etc. This diversion may depend on overall traffic patterns and the direction of the land-falling storm. Traffic may still be diverted for everyday reasons, such as accidents or construction.

The State of Texas will provide wrecker assistance and comfort stations with emergency food, ice and fuel along I-45, I-10, U.S. 290, and Highway 59. These services may not be available to evacuees who choose routes other than the primary evacuation routes, such as Farm-to-Market roads.

The state will "contra-flow" or reverse-flow, as conditions warrant, Interstate 10 west of Brookshire, Interstate 45 north of FM 1488 in Conroe, U.S. 290 west of FM 1960 in Houston, and Highway 59 north between Humble and Cleveland, to facilitate evacuation of the Houston region. Contra-flow typically will be implemented by Houston and Galveston authorities with the input of the MACC/MACG and the State Operations Center. The state plans to implement contra-flow no later than H-36 when a major storm is threatening.

V. GENERAL EVACUATION STRATEGY

Tropical and severe weather activities are monitored by the Houston-Galveston forecast office of the National Weather Service. The NWS will be the primary source of weather information and interpretation for Galveston County's decision-makers.

The NWS will continuously update local officials on weather conditions. Any perceived weather threat will be brought to the attention of the Galveston County Office of Emergency Management (GCOEM) for further action, if any.

When tropical weather approaches the Upper Texas Gulf Coast, the GCOEM will alert the decision-maker in each jurisdiction and will coordinate and conduct an initial meeting to be chaired by the County Judge approximately 96 hours prior to 39-mph winds reaching the Galveston County coastline. If possible this meeting will be conducted in-person at the GCOEM facility, 1353 FM 646 in League City. The decision-makers will determine times and locations for additional meetings. For storms developing in the Gulf, this timeline may shrink considerably.

Each jurisdiction retains the right to order, or not to order, a mandatory evacuation. Jurisdictions have the responsibility to communicate, cooperate and keep other jurisdictions informed of all decisions that may affect other geographic areas. When an evacuation order is made, the public information officers of the County and Cities will use all available means to alert the public. For traffic safety reasons, evening evacuations will be avoided if possible.

Prior to the call for evacuation, decision-makers will request implementation by the Texas Department of Public Safety of the District Sub-2A Traffic Management Plan. The Plan includes traffic control assignments for local jurisdictions, which must be familiar with these assignments and related responsibilities.

VI. CONFERENCE CALL SCHEDULE

In general and when time does not allow for face-to-face meetings, the Galveston County Cooperative Emergency Management Group (County Judge, Mayors, Emergency Management Coordinators and other essential decision-makers) will coordinate evacuation activities via regular conference calls.

Experience has shown that it is helpful to have the latest weather information prior to conducting a Local Call. It is suggested therefore, that the decision-makers will first participate in the National Weather Service's call with its 23-county area; or will arrange a call with the NWS exclusive to Galveston County.

Conference calls typically occur at 10:15 AM (NWS call); 11:15 AM (Local call) and 12:00 PM (State call). As a storm approaches and the risk to the Houston-Galveston region increases, the NWS will poll decision-makers if an afternoon call is warranted. If so, the NWS may conduct a 4:15 PM call, which would be followed by a Local call at 5:15 PM and a State call at 6:00 PM. Additional calls throughout the evening and early morning hours also may be warranted, especially just prior to landfall.

Often local jurisdictions decide not to participate in the State calls as they may not contain information specific to them. However, GCOEM will monitor the State calls and will pass along important information to the County's jurisdictions. Notice of conference calls will typically come by email or through mass-notification services such as Blackboard Connect.

Jurisdictions are responsible for ensuring GCOEM has the latest contact information for conference call participants.

VII. EVACUATION OF CITIZENS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Hundreds of Galveston County citizens have been identified as having access, functional or medical needs, and may need assistance evacuating from the path of a potentially devastating tropical weather when a mandatory evacuation order has been issued. Hundreds of others may have no access, functional or medical needs but merely lack transportation.

The County and Cities have knowledge of access, functional and medical needs individuals who may need assistance evacuating. The State of Texas 2-1-1 Registry assists with registration of these individuals in coastal counties. The state will from time to time forward information on special needs individuals to the County and Cities for their planning purposes; GCOEM also will extract this data and distribute to local jurisdictions regularly.

Despite the best efforts of local officials, it is impossible to determine in advance how many citizens may need assistance with evacuation. The County and Cities will use their best efforts to approximate how many access, functional or medical needs residents will require evacuation assistance to ensure proper planning prior to the start of Hurricane Season each year. The County will coordinate with the Galveston County Health District regarding citizens with medical needs in the unincorporated areas. Cities should coordinate with their health/medical providers, nursing homes, EMS, etc.

Galveston County and the City of Galveston contract with the City of Austin for shelter space for individuals with access, functional and medical needs. Copies of these agreements are available from the City or the County. Each city in Galveston County has specific responsibilities related to the evacuation of individuals with access, functional and medical needs to Austin. Those responsibilities are outlined in Attachment A.

VIII. SANTA FE HIGH SCHOOL FIRST-RESPONDER SHELTER

Under an agreement signed by the Santa Fe Independent School District (SFISD), Galveston County and local jurisdictions in 2011, SFISD will allow use of portions of Santa Fe High School and parking lots to house first-responders and store equipment prior to landfall. Galveston County has installed a large generator at the school and will provide meals for first-responders through a separate contract. The school will be vacated as soon as feasible after the storm passes, or when SFISD resumes classes. Signatories to the agreement will not allow the possession or use of drugs or alcohol, or harboring of pets, while on school property. Service animals, including canines trained in search, rescue and recovery, may be sheltered with their handlers.

IX. COORDINATION OF EVACUATION PLANS

Evacuation of individuals with access, functional and medical needs, as well as the general population, requires a coordinated effort by local, regional and state officials. Emergency management officials will use their best efforts to follow the evacuation procedures spelled out in Attachment A.

X. ATTACHMENTS

Attachment A: Evacuation of Individuals with Access, Functional and Medical Needs

Attachment B: Coordination with the MACC/MACG

Attachment C: Zip Code Evacuation Map

Attachment D: Galveston County Cooperative Embarkation Guidelines

ATTACHMENT A

PROCEDURES FOR EVACUATION OF INDIVIDUALS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Galveston County is home to many residents who cannot self-evacuate. These individuals who for medical, financial or other reasons cannot evacuate on their own are described by the State of Texas as individuals with access, functional and medical needs.

IDENTIFICATION OF INDIVIDUALS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Each community in Galveston County is responsible for maintaining a list of residents with access, functional and medical needs. Each City will follow its own procedures for development and maintenance of a data base, and for contacting residents in the event a catastrophic storm approaches.

The State of Texas 2-1-1 Registry offers Texans an opportunity for residents with access, functional and medical needs to register in advance assistance. Local jurisdictions receive this confidential data via email and are responsible for adding this information to their databases. Inclusion in the data base is not a promise of transportation. The State data-entry process will typically shut down approximately 24 hours prior to landfall, with calls then routed to 911.

NOTIFICATION OF INDIVIDUALS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Galveston County and each City within the County will strive to notify their citizens with access, functional and medical needs of the urgency to evacuate from approaching severe weather or other emergency. All means of communication will be used to contact those who have no personal transportation. This includes local media, various mass-notification phone and email systems, Internet and cell phone alerts, and other technologies.

Citizens who need transportation out of Galveston County will be advised to go to a pickup point in their community, or directly to one of the two evacuation (departure) points in the County. Each City will be responsible for transporting evacuees from the pickup points in their community to the evacuation points. In many cases, citizens will have no means of transport to their pickup point or evacuation point. The Cities and County will use their own transportation resources (cars, buses, vans, etc.) and personnel (police, fire, etc.) to transport these individuals to the appropriate locations.

Each City and the County will advise residents of luggage restrictions and pet requirements in accordance with their established procedures. It is the policy of Galveston County and its cities to accommodate service animals as well as family pets. However each City and the County reserves the right to deny passage to animals that are not restrained and/or deemed a threat.

ATTACHMENT B

PROCEDURES FOR COORDINATION WITH THE MACC

A Multi-Agency Coordination Committee (MACC) has been established in the Houston-Galveston region to assist jurisdictions with response to large-scale events. Under ICS, MACC organizations come together to help prioritize requests and share valuable resources.

The MACC, also known as the Multi-Agency Coordinating Group, is not part of the on-scene incident command organization and does not develop incident strategy or tactics. However, the MACC is a useful tool for identifying, locating and directing regional resources in the most efficient manner, and/or forwarding requests to the state through the Disaster District Chair.

Gov. Rick Perry, in RP-57, mandated in 2006 the creation of MACC organizations statewide to correspond with Council of Government jurisdictional lines. The Governor also required each COG region to name a single incident commander. The 13-County Houston-Galveston Area Council region elected instead to name a committee of decision-makers. The Houston-Galveston MACC is comprised of representatives from each of the 13 counties, plus the mayors of the City of Houston and the City of Galveston. Each representative also has an alternate.

ACTIVATION OF THE MACC

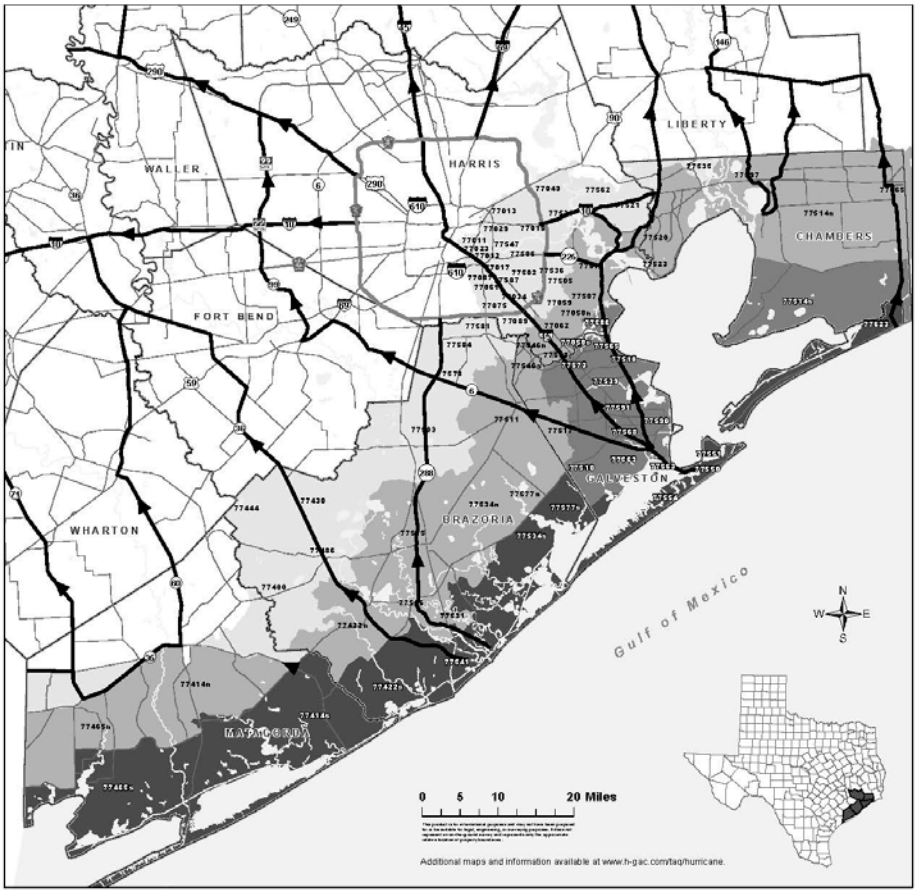
When an event of regional significance, the MACC will activate according to the procedures of the Unified Area Coordinating Committee, comprised of emergency management coordinators and senior staff in the H-GAC region. Based on anticipated or actual impacts, MACC members may choose not to participate in an activation (for example, counties located to the extreme north or east of an approaching hurricane's impact area may not need to participate).

COORDINATION WITH GALVESTON COUNTY

Galveston County has two representatives on the MACC – a representative for the County, and a representative for the City of Galveston. The County's MACC representatives or their alternates will participate in conference calls with the Region when a disaster occurs or is imminent. The MACC will most likely be activated to discuss evacuation issues and to ensure Galveston County can safely evacuate prior to the mandatory evacuation of surrounding counties.

The MACC organization and staff at H-GAC will be responsible for notifying Galveston County's MACC representatives of conference calls, meetings, etc. MACC conference calls will be conducted after Galveston County jurisdiction conference calls to ensure the latest information is conveyed to the Houston region about local planning efforts.

ATTACHMENT C



Brazoria, Chambers, Galveston, Harris and Matagorda Hurricane Evacuation Zip-Zones Coastal, A, B, C

ZIP ZONE COASTAL				
77414s	77422s	77465s	77534s	77541
77550	77551	77554	77563	77577s
77623				
ZIP ZONE A				
77058s	77510	77514s	77518	77539
77563	77565	77568	77573	77586
77590	77591			
ZIP ZONE B				
77058n	77059	77062	77414n	77422n
77465n	77507	77511	77514n	77515
77517	77520	77523	77531	77534n
77546n	77546s	77566	77571	77577n
77597	77598	77665		
ZIP ZONE C				
77011	77012	77013	77015	77017
77023	77029	77034	77049	77061
77075	77087	77089	77430	77444
77480	77486	77502	77503	77504
77505	77506	77521	77530	77535
77536	77547	77562	77578	77581
77583	77584	77587		

Some zipcodes are split into north (n) and south (s) for evacuation purposes.

Route Designation

- Evacuation Corridors
- Evacuation Connections
- Other Roads
- County Boundary

Revision Date: March 31, 2017
Expiration Date: December 31, 2017
Map Created by:
Houston-Galveston Area Council

ATTACHMENT D

Galveston County Cooperative Embarkation Guidelines

Purpose

To provide an outline for the evacuation of Galveston County residents with access, functional and medical needs in times of disaster.

Assumptions

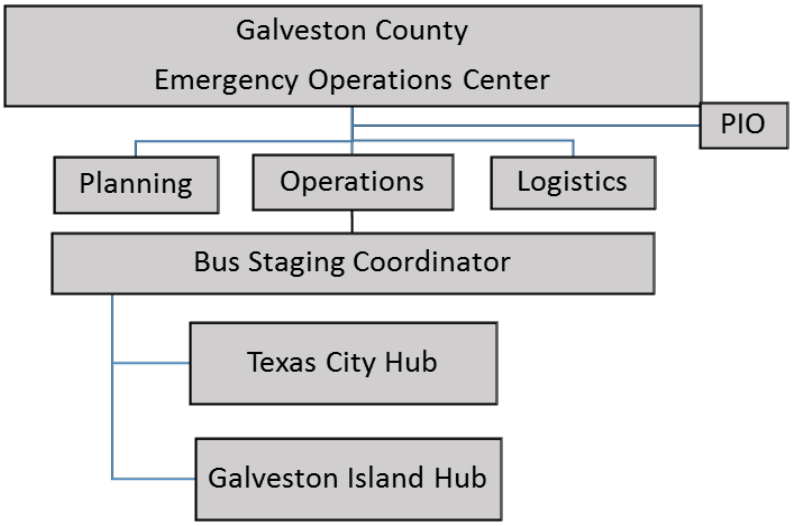
Galveston County will request from the Texas Division of Emergency Management (TDEM) as many vehicles as needed for the purpose of the evacuation of residents with access, functional and medical needs as soon as possible in the event of an evacuation order. It is recommended that jurisdictions with evacuating residents provide personnel to support evacuation.

Concept of Operations

Galveston County Office of Emergency Management will provide support from the Emergency Operation Center prior to and during evacuation operations.

Upon arrival in Galveston County, the buses will be staged at the Tanger Outlet Mall; 5885 Gulf Freeway, Texas City, TX 77591. From there, buses will be dispatched to the Texas City Hub at the Doyle Center; 2010 5th Ave N, Texas City, TX 77590 and to the Galveston Island Hub located at the Island Community Center at 4700 Broadway, Galveston, TX 77551.

Evacuating residents, along with their luggage and pets will be scanned using the Electronic Tracking Network (ETN) and boarded on busses for evacuation.



Recommended Personnel

DIVISION	BRANCH	AGENCY	PERSONNEL	ASSIGNMENT
EOC	LOGISTICS	GCOEM	1	Logistics Section Chief
EOC	OPERATIONS	GCOEM	1	Operations Section Chief
EOC	PIO	GCOEM	1	Public Information Officer
EOC	PLANNING	GCOEM	1	Planning Section Chief
EOC	PLANNING	GC CERT	9	Phone Bank
BUS	OPERATIONS	TX CITY OEM	1	Bus Staging Coordinator/Leader
BUS	OPERATIONS	GC CERT	3	Bus Staging Personnel
BUS	LAW ENF	TX CITY PD	8	Traffic Control / Incoming Bus
BUS	LOGISTICS	TX CITY OEM	1	Coordination of Food & Lodging for
TC	OPERATIONS	TX CITY OEM	1	Transportation Hub Coordinator
TC	OPERATIONS	VARIOUS	1	Bus Loading Coordinator
TC	OPERATIONS	VARIOUS	5	Evacuee Greeter Personnel
TC	OPERATIONS	TXSG	5	Data Entry Personnel
TC	OPERATIONS	TXSG	4	Evacuee Caretakers/Loading Staff
TC	MEDICAL	TC EMS	2	Evacuation Hub Medical Support
GALV	OPERATIONS	GALV OEM	1	Transportation Hub Coordinator
GALV	OPERATIONS		1	Bus Loading Coordinator
GALV	OPERATIONS	GALVESTON	5	Evacuee Greeter Personnel
GALV	OPERATIONS	TXSG	5	Data Entry Personnel
GALV	OPERATIONS	TXSG	4	Evacuee Caretakers/Loading Staff
GALV	LAW ENF	GALV PD	4	Traffic Control / Incoming Bus
GALV	MEDICAL	GALV EMS	2	Evacuation Hub Medical Support
TOTAL			66	

Evacuation and Embarkation Bus Logistics

Texas City Bus Staging Area:

Tanger Outlet Mall
5885 Gulf Freeway
Texas City, TX 77591

Bus Staging Area Equipment Recommended

Command Trailer
4- Handheld radio devices
Extra batteries and chargers
Bottled water
Wireless Printer
Printer Cartridges
Paper

Embarkation Hubs:

Locations

Doyle Center
2010 5th Ave N,
Texas City, TX 77590

Island Community Center
4700 Broadway
Galveston, TX 77551

Embarkation Hub Equipment Recommended

4- Handheld radio devices
Extra batteries and chargers
Bottled water
ETN Enabled Mobile Smart Devices
Mobile Device Chargers and cords
Power Strips
"Evacuation Staff" Vest

Process Flow

DPS or TDEM will notify Galveston County EOC when the buses are en route to the Texas City Bus Staging area and their anticipated time of arrival.

Bus Staging Coordinator and Staff will report to the Tanger Outlet. The buses will arrive and be parked in the parking lot where they will await deployment to embarkation hubs.

Bus Staging Staff will scan each bus and change the status to show that the bus arrived in Texas City. Buses will be refueled if necessary while they await deployment.

The Texas City Loading Coordinator and the Galveston Loading Coordinator will request buses via the GCOEM1 talkgroup. Buses will be deployed from the Bus Staging Area to the Embarkation Hubs.

Bus Staging Staff will scan each bus as it is deployed and change the status to show the bus en route to either the Doyle Center Embarkation Hub or the Island Community Center Embarkation Hub

Personnel will scan each evacuee, possession and pet upon arrival and assist with bus loading.

TEXAS DIVISION OF EMERGENCY MANAGEMENT

GUEST INFORMATION

(Please Print)

Location:			Today's Date:		
GROUP LEADER					
Last name: First: Middle:			❑ Mr. ❑ Mrs.	❑ Miss ❑ Ms.	Birth Date / /
Gender:	Contact Number: ( )	Condition:	How many people traveling together:		
Street address:		City			
County:	Zip Code:	State			
Group Leader? Circle: Yes or No		Wristband ID:			

FAMILY MEMBERS			
Everyone from the same immediate family that will stay with the Group Leader			
Name: Last, First	Birth date: / /	Gender:	Wristband ID:
Name: Last, First	Birth date: / /	Gender:	Wristband ID:
Name: Last, First	Birth date: / /	Gender:	Wristband ID:
Name: Last, First	Birth date: / /	Gender:	Wristband ID:
Name: Last, First	Birth date: / /	Gender:	Wristband ID:
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Name: Last, First	Birth date: / /	Gender:	Wristband ID:
Name: Last, First	Birth date: / /	Gender:	Wristband ID:
Name: Last, First	Birth date: / /	Gender:	Wristband ID:
Name: Last, First	Birth date: / /	Gender:	Wristband ID:

PETS AND ASSETS EQUIPMENT			
Owner	Pet name or Equipment type	Tag ID:	Description

May 2016

EMERGENCIA DE LA GESTIÓN DE TEXAS DIVISIÓN

HUÉSPED INFORMACIÓN

(Imprimir Por Favor)

Fecha de Hoy:		Ubicación:		
LÍDER DE LA FAMILIA				
Apellido:	Nombre:	❑ Sr. ❑ Sra.	❑ Srta ❑ D.	Fecha de naci: / /
Género:	Número de teléfono.:	Condición:	Personas que viajan juntos:	
Dirección:		Ciudad:		
Condado:	Código postal:	Estado:		
Líder de la Familia? Circulo: Sí O No		Numero de Pulsera::		

FAMILY MEMBERS			
Todo el mundo de la misma familia inmediata que se quedará con el Líder del Grupo			
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre: Apellido, Primero	Fecha de naci: / /	Género:	Numero de Etiqueta:

ANIMALES DOMESTICOS Y EQUIPO MÉDICO			
Dueño	Nombre del animal doméstico o escribe el Equipo	Numero de Etiqueta:	Descripción

May 2016

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: 8/6/2018

Date Submitted: 7/19/18 Dept. Clearances: T. Byrd

Prepared by: B. Mansfield

Subject: Galveston County Cooperative Reentry Plan

Originating Department: FMO City Attorney Review: mkf

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: n/a Amount Budgeted: n/a

Appropriation Required: n/a Source of Funds: n/a

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Galveston County is renewing their Countywide Cooperative Reentry Plan with the surrounding cities in Galveston County. The purpose of this plan is to address reentry procedures for use when a mandatory evacuation has been issued and provide for safe and orderly return of citizens into the evacuated area.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

While the City of Friendswood addresses local reentry within the State approved Annex E – Evacuation, the Cooperative Plan provides an outline for needed Countywide planning and decision making in a natural disaster. It is essential that all the local jurisdictions coordinate, communicate, plan, and execute a coordinated reentry.

RECOMMENDATIONS

Recommendation is for Council's approval of the Galveston County Reentry Plan and authorize the Mayor to sign.

ATTACHMENTS

Galveston County Cooperative Reentry Plan

VERSION 1.4

JULY 16, 2018

GALVESTON COUNTY COOPERATIVE REENTRY PLAN

GALVESTON COUNTY

APPROVAL & IMPLEMENTATION

Galveston County

Cooperative Reentry Plan

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MARK HENRY, GALVESTON COUNTY JUDGE	DATE
GARRET FOSKIT, EMERGENCY MANAGEMENT COORDINATOR	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

DANIEL KONYHA, MAYOR OF BAYOU VISTA	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MIKE MCNAMARA, MAYOR OF CLEAR LAKE SHORES	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

JULIE MASTERS, MAYOR OF DICKINSON	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MIKE FOREMAN, MAYOR OF FRIENDSWOOD	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

JAMES D. YARBROUGH, MAYOR OF GALVESTON	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

_____ _____

DOROTHY CHILDRESS, MAYOR OF HITCHCOCK DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

STEVE SPICER, MAYOR OF JAMAICA BEACH	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

CARL JOINER, MAYOR OF KEMAH	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

BOBBY HOCKING, MAYOR OF LA MARQUE	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

PAT HALLISEY, MAYOR OF LEAGUE CITY	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

JASON TABOR, MAYOR OF SANTA FE	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MATTHEW DOYLE, MAYOR OF TEXAS CITY	DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

VERNON TELTSCHICK, MAYOR OF TIKI ISLAND	DATE

Galveston County

Cooperative Reentry Plan

Receipt by Participating Entity

This Cooperative Reentry Plan is has been received. It is understood that this Plan is effective immediately and supersedes all previous editions.

DISASTER DISTRICT CHAIR 16B TEXAS DEPARTMENT OF PUBLIC SAFETY	DATE

GALVESTON COUNTY COOPERATIVE REENTRY PLAN

Galveston County Cooperative Reentry Plan Participants:

Galveston County
City of Bayou Vista
City of Clear Lake Shores
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City of La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Texas Department of Public Safety (TxDPS)

1.0 INTRODUCTION

The Galveston County Cooperative Reentry Plan participants are committed to promoting the timely reentry of essential response and recovery personnel, government officials, business operators, property owners, residents, etc. to speed the recovery of the impacted area(s) and to provide uniform guidance following a disaster to law enforcement personnel who direct access into the evacuated area(s).

If any portion of this, the Galveston County Cooperative Reentry Plan, is held invalid by judicial or administrative ruling, such ruling shall not affect the validity of the remaining portions of the plan.

1.1 PURPOSE

The purpose of this plan is to provide the framework to establish reentry procedures for use when a mandatory evacuation order has been issued and remains in effect to maintain continuity of government and provide for the safe and orderly return of individuals into the evacuated area(s). This plan is intended to complement the participating entities Emergency Operations Plans and Annexes or Emergency Support Functions.

The organizational and operational concepts contained in this plan are set forth based on the following authorities:

- Texas Government Code 418.050 Phased Reentry Plan
- Texas Government Code 418.1015 Emergency Management Directors
- Texas Government Code 418.108 Declaration of Local Disaster
- National Response Framework, 3rd Edition, June 2016
- National Incident Management System, 3rd Edition, October 2017

1.2 SITUATION

Galveston County is in southeastern Texas. The contiguous part of the County is bounded to the north by Harris County, northeast and east by Galveston Bay, to the south by Galveston Island and the west by Brazoria County. Bolivar Peninsula is bounded to the north by Chambers County, to the east and south by the Gulf of Mexico and Galveston Channel and the west by Galveston Bay. Galveston Island lies off the coast of the contiguous part of the County and is bounded to the north by West Bay, to the northeast by Galveston Bay and Galveston Channel, to the east and south by the Gulf of Mexico, and to the west by San Luis Pass.

Tropical weather systems (i.e. tropical disturbances, tropical depressions, tropical storms, and hurricanes) are an ever-present threat during the summer and fall seasons.

This plan was initiated due to past evacuations and subsequent reentry and repopulation following Hurricane Ike (2008) and Hurricane Rita (2005).

1.3 ASSUMPTIONS

This plan assumes that in the event of mandatory evacuation order(s) and subsequent tiered reentry, the participating entities will have enough resources to implement their basic plan(s) and this plan.

In the evacuation area, regular and customary access to emergency services may not exist.

A Traffic Control Point or Points will be established to restrict reentry into the evacuation area(s) as directed by local Emergency Management Directors (EMDs).

Reentry will occur in a “tiered approach” based on key roles in restoring steady-state operations after the disaster.

The final decision on reentry will remain that of the local EMD and be dependent on the specific situation that caused the issuance of the mandatory evacuation order.

The State Operations Center (SOC) will also be coordinating reentry operations for applicable organizations in support of local response actions as allowed by law. At the local level, this will be coordinated by the Disaster District Committee (DDC).

Prior to each hurricane season, agencies, organizations, and companies who have a need corresponding to the identified Tiers to enter the evacuation area(s) to perform essential services or restoration will coordinate their requests with the local EMD or his or her designee.

2.0 ORGANIZATIONAL CONCEPTS

Emergency Management, at the local government level, is established in State law, City Charter(s), and local ordinances.

2.1 AUTHORITY

The Texas Government Code places overall responsibility for the management of local disasters with the presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board. The presiding officer is referred to as the Emergency Management Director (EMD).

The EMD may, when a State or Local Disaster has been declared, exercise similar powers on an appropriate scale as have been granted to the Governor in the Texas Government Code.

The EMD may designate a person to serve as Emergency Management Coordinator (EMC).

2.2 NATIONAL RESPONSE FRAMEWORK AND NATIONAL INCIDENT MANAGEMENT SYSTEM

This plan was devised in accordance with the National Response Framework (NRF) and the National Incident Management System (NIMS).

2.3 INCIDENT COMMAND SYSTEM

This plan was devised in accordance with the Incident Command System (ICS).

3.0 CONCEPT OF OPERATIONS

This plan addresses reentry procedures for use when a mandatory evacuation order has been issued and remains in effect to maintain continuity of government and provide for the safe and orderly return of individuals into the evacuated area(s).

Due to the spectrum of impacts requiring an evacuation and phased reentry, the Concept of Operations may be modified for operational needs.

3.1 UNIFIED COMMAND

Unified Command (UC) composition for a specific incident will be determined on a case-by-case basis considering: (1) the specifics of the incident (e.g., location and type of incident); (2) requirements outlined in existing response plans; or (3) decisions reached during the initial meeting of the UC. The composition of the UC may change as an incident progresses to account for changes in the situation (e.g., as the response transitions out of the emergency phase and into long-term cleanup) and resulting changes in jurisdictional responsibilities. To be effective, the number of personnel included in the UC should be kept as small as possible. [1]

3.1.1 UNIFIED COMMAND DECISIONS

The Unified Command will:

- Identify and include all organizations that need to be represented in the UC to accomplish the UC objectives
- Identify and integrate assisting and cooperating organizations that are needed to accomplish the UC objectives
- Identify location(s) of the Traffic Control Point(s)
- Identify support facilities and locations
    - Responder rehabilitation site, sanitation site, etc.
- Define the operational period and hours of operation
- Coordinate media messaging
- Manage resource requesting/ordering process, cost sharing, and cost accounting
- Manage incident documentation process

[1] United States of America. Department of Homeland Security. United States Coast Guard. Incident Management Handbook. May 2014.

- Determine Traffic Control Point Team Leader(s) to ensure clear direction for on-scene tactical resources.

3.2 TRAFFIC CONTROL POINTS

A Traffic Control Point (TCP) may be established to restrict reentry into the evacuated area(s) as directed by the Emergency Management Director (EMD). The Texas Department of Public Safety will assist in execution of this task at the request of the EMD under the direction of the Disaster District Committee (DDC) Chair. However, local jurisdictions will be required to maintain the lead in this effort to the extent possible to avoid conflicts.

Site-specific operational information is included in the attachments to this plan.

4.0 ADMINISTRATION AND SUPPORT

The Galveston County Office of Emergency Management agrees to provide administrative services necessary to coordinate this agreement to include notification to participants of new signatories or withdrawals.

5.0 PLAN DEVELOPMENT AND MAINTENANCE

APPROVAL AND IMPLEMENTATION

The Mayors of the participating cities, and the County Judge for the County of Galveston, are the approving authorities for this plan and are responsible for its approval and implementation. The Disaster District Chair signature acknowledges the receipt of this plan.

DEVELOPMENT AND MAINTENANCE

The Galveston County Cooperative Reentry Plan participants are responsible for the development, maintenance and distribution of this plan. This plan will be reviewed annually and updated as needed. To the extent possible, this plan should become a part of each participating jurisdictions' state approved Evacuation Annex, Transportation Emergency Support Function, or equivalent.

ATTACHMENT 1: TIER DEFINITIONS

In the event of an impending threat, the local Emergency Management Director issuing the mandatory evacuation order may approve organizations to remain in the evacuated area(s). These individuals may include essential government personnel, first responders, and limited private-sector and non-governmental organizations in direct support of critical infrastructure. These individuals and organizations are considered to be self-sufficient and remain in the evacuation area with the understanding that regular and customary access to emergency services may not exist. These individuals and organizations are to be directly coordinated with the local Emergency Management Director (EMD) or his or her designee.

Organizations entering an area are subject to the check-in procedures established by the local EMD or his or her designee.

Any false or inaccurate information provided may be grounds for refusal of the request.

TIER EMERGENCY RESPONSE – SEARCH AND RESCUE AND SECURITY FORCE OPERATIONS

Tier Emergency Response (Tier ER) personnel are typically uniformed, are in **marked emergency response vehicles**, and must possess **valid agency credentials**. Responding organizations reenter at their own risk acknowledging that many unknown hazards may still exist that have not yet been identified by local officials.

Tier ER organizations should be prepared to provide proof of **deployment orders**, **mission assignment**, or **other similar documentation** authorizing work assignments in the evacuated area for the designated incident.

Search and Rescue (SAR) personnel include members of local fire departments, emergency medical services, law enforcement, affiliated non-governmental organizations, Texas Military Department and other State and/or Federal emergency response teams such as Texas Task Force 1 (TX-TF1).

TIER 1 – IMMEDIATE MASS CARE AND DAMAGE ASSESSMENT

Tier 1 personnel should travel in **marked company vehicles** and must possess **valid agency credentials**. Personnel in this category are expected to request Tier 1 reentry authorization prior to hurricane season and should be prepared to provide proof of **deployment orders**, **mission assignment**, or **other similar documentation** authorizing work assignments in the evacuated area for the designated incident. Responding organizations reenter at their own risk acknowledging that many unknown hazards may still exist that have not yet been identified by local officials.

- Critical Infrastructure and utilities assessment personnel must be permitted immediate access to ensure essential services, such as water, power and communications, are restored and infrastructure is intact. Municipal utilities and public works personnel are included as well as private organizations active in assessment of major industrial facilities.
- Official damage assessment teams may include Federal, State, and local officials and are required to possess official agency identification credentials.
- Immediate mass care is typically provided by recognized state agencies such as Texas Military Department and **limited** state VOADs such as American Red Cross, Texas Salvation Army, and Texas Baptist Men. Most other disaster relief workers are classified as Tier 2.
- Other personnel at the discretion of the local Emergency Management Director or his or her designee.

TIER 2 – RESTORATION OF ESSENTIAL SERVICES, POINT OF DISTRIBUTION (POD) AND OTHER SUPPORT OPERATIONS

Essential services include power, infrastructure, public works, wastewater/water and utility repair and restoration. Tier 2 personnel should travel in **marked company vehicles** and must possess **valid agency credentials**. These organizations should be prepared to provide proof of **deployment orders**, **mission assignment**, or **other similar documentation** authorizing work assignments in the evacuated area for the designated incident.

- Relief workers will be needed to provide food and other supplies for first responders and people that did not evacuate the impacted area(s)
- Health care agency personnel, which may include hospitals, nursing homes and assisted living facilities and dialysis centers. Credentialed volunteer health professionals possessing valid identification may be included
- Insurance agents and adjusters
- Reentry of key business operations and media in the evacuated area may be delayed until major routes are open and the threat to public safety subsides. The local EMD or his or her designee will make the decision when to permit business operators into the evacuated areas based on an overall evaluation of the situation. An example of businesses that may be allowed reentry as Tier 2 include those that have far reaching impact on recovery such as grocery stores, fuel providers, pharmacies, banking institutions and other "big box" providers (e.g. Wal-mart, Home Depot, Target, HEB, etc.).

TIER 3 – BUSINESS OPERATORS NOT ALLOWED REENTRY UNDER TIER 2 AND RESIDENTS

Business operators, property owners, and residents should be prepared to provide appropriate identification or credentials and/or proof of residency as appropriate.

GENERAL POPULATION

All others not defined previously are considered "general population" and will be allowed reentry after the mandatory evacuation order has been lifted.

Any conflict at designated check points will be routed through the local EMD or his or her designee as appropriate for resolution. Safety will be the ultimate deciding factor in ALL cases.

ATTACHMENT 2: EVACUATION ORDER EXEMPTION

In the event of an impending threat, the local Emergency Management Director issuing the mandatory evacuation order may approve organizations to remain in the evacuated area(s). These individuals may include essential government personnel, first responders, and limited private-sector and non-governmental organizations in direct support of critical infrastructure. These individuals and organizations are considered to be self-sufficient and remain in the evacuation area with the understanding that regular and customary access to emergency services may not exist. These individuals and organizations are to be directly coordinated with the local EMD or his or her designee.

Organizations requesting evacuation exemption should have a written plan to include provisions for adequate food, water, shelter, and medical needs for a minimum of 120-hours post-disaster. Additionally, these organizations should have backup power and emergency communications capabilities.

All organizations authorized to be exempt from the evacuation order should be prepared to provide a list of personnel and the location that they will be sheltered to the EMD or his or her designee upon request.

Emergency services personnel will be conducting search and rescue activities immediately post-disaster. Citizens that failed to evacuate must remain the priority, but the status of exempt personnel will also be confirmed. For this reason, it is important for exempt organizations to report status to the local EMD or his or her designee as soon as possible.

For the purposes of this plan, all exempt personnel should be classified as either Tier - Emergency Response or Tier 1. They should carry appropriate credentials. Evacuation exempt organizations must be cognizant that exemption does not constitute the ability to roam freely in the post-disaster environment. Established curfews and subsequent orders must be abided by all to ensure safety and security within the evacuated area. Any questions regarding this issue should be directed to the local EMD or his or her designee.

ATTACHMENT 3: REQUIRED AGENCY CREDENTIALS

All personnel working in the evacuated area shall carry proper credentials and information on their person at all times. Recommended identification/credentials are established as follows:

ALL

- Current government issued identification
- Proof of **deployment orders**, **mission assignment**, or **other similar documentation** authorizing work assignment in the evacuated area for the designated incident

GOVERNMENTAL EMPLOYEES

- Agency photo identification
- Designation of "emergency," "essential," or "disaster" personnel should be prominently displayed
- Local volunteer personnel such as fire department/emergency services district personnel should possess applicable locally recognized identification as appropriate

PRIVATE-SECTOR ORGANIZATIONS/VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTERS (VOADS)/COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER (COADS)

- Agency photo identification
- Agency authorization letter and/or company designation letter, dated within the past calendar year. Each employee would need their own copy of the letter.
    - The letter must:
        - Be individualized for each employee,
        - Detail the individual employee essential function, AND
        - To the extent possible, the geographic area (location) where the work is to be performed.
    - Alternatively, the letter must:
        - Include on the face of the letter a list of each essential employees and his/her essential function, not as a separate document; AND
        - To the extent possible, the geographic area (location) where the work is to be performed.

ADDITIONAL

Personnel performing work that requires special credentialing/licensing should be prepared to produce the credentials as required by the certifying agency, including, but not limited to:

- Railroad Commission of Texas
- Texas Commission on Environmental Quality
- Texas Commission on Fire Protection
- Texas Commission on Law Enforcement
- Texas Department of Licensing and Regulation
- Texas Department of State Health Services

ATTACHMENT 4: IDENTIFICATION

Tier 3 - Business operators, property owners, and residents should be prepared to provide appropriate identification or credentials and/or proof of residency as appropriate.

Proper identification includes:

- Current state issued driver license or identification card
- Utility bill
- Mortgage deed
- Property tax documents
- Any governmental document which includes an address or other means that identifies the location of their property.

Proper identification for Bayou Vista, Jamaica Beach, and Tiki Island includes resident/property-owner identification cards issued by each jurisdiction.

ATTACHMENT 5: TRAFFIC CONTROL POINT (TCP) – GALVESTON ISLAND

TCP – GALVESTON ISLAND PARTICIPANTS:

Galveston Office of Emergency Management (GOEM)
Galveston Police Department (GPD)
City of Bayou Vista
City of Jamaica Beach
City of Tiki Island
Galveston County Office of Emergency Management (GCOEM)
Galveston County Sheriff's Office (GCSO)
Port of Galveston Police Department
Texas A & M University – Galveston (TAMU-G)
Texas Department of Public Safety (TxDPS)
Texas Department of Transportation (TxDOT)
United States Coast Guard (USCG)
University of Texas Medical Branch (UTMB)

OVERVIEW

The ideal TCP will be located on southbound Interstate 45 between Exit 7 and Exit 5. This can be accomplished with the removal and/or replacement of jersey barricades from the median between the southbound and northbound lanes to allow vehicles to complete a U-turn.

Northbound traffic on I-45 will be funneled to outside lane. Barricades will be used to protect the outside lane from those doing a U-turn.

RESOURCE REQUIREMENTS

Personnel Recommended for a 12-hour Shift

Entity	# of Personnel
Galveston Police Department	4 Officers, 1 Supervisor
Galveston County Sheriff's Office	2 Deputies, 1 Supervisor
Texas Department of Public Safety	2 Troopers
Port of Galveston Police Department	1 Officer
City of Jamaica Beach (Non-Law Enforcement)	1 Agency Representative
City of Tiki Island (Non-Law Enforcement)	1 Agency Representative
UTMB (Non-Law Enforcement)	1 Agency Representative

Equipment Recommended for Traffic Control Point on I-45

Equipment	Entity
Shade, Seating, Cooling Station	Galveston Police Department
2 Portable Toilets	TBD
2 Handwashing Stations	TBD
Message Boards	TBD
Light Towers x2	TBD
Barricades	TBD

Supplies Recommended for Personnel Assigned to Traffic Control Point

Equipment	Entity
Class 2 or 3 ANSI Safety Vest	Individual/Home Entity
Potable Water	Individual/Home Entity
Sunscreen	Individual/Home Entity
Sunglasses	Individual/Home Entity
Flashlight	Individual/Home Entity
Mid-shift meal/snacks	Individual/Home Entity

APPENDIX 1 – ACRONYMS

Acronym	Description
COADs	Community Organizations Active in Disasters
DDC	Disaster District Committee
EMC	Emergency Management Coordinator
EMD	Emergency Management Director
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
GCOEM	Galveston County Office of Emergency Management
GCSO	Galveston County Sheriff's Office
GOEM	Galveston Office of Emergency Management
GPD	Galveston Police Department
JIS	Joint Information System
NGO	Non-Governmental Organization
NIMS	National Incident Management System
PIO	Public Information Officer
POD	Point of Distribution
SAR	Search and Rescue
SOC	State Operations Center
SOG	Standard Operating Guideline
SOP	Standard Operating Procedure
TAMU-G	Texas A&M University - Galveston
TCEQ	Texas Commission on Environmental Quality
TCOLE	Texas Commission on Law Enforcement
TCP	Traffic Control Point
TDLR	Texas Department of Licensing and Regulation
TxDOT	Texas Department of Transportation
TxDPS	Texas Department of Public Safety
TxDSHS	Texas Department of State Health Services
TX-TF1	Texas Task Force 1
UC	Unified Command
UTMB	University of Texas Medical Branch
VFD	Volunteer Fire Department
VOADs	Volunteer Organizations Active in Disasters

APPENDIX 2 – DEFINITIONS

Access - As used in this document, the term "access" refers to the ability of a responder to gain entry to a disaster area.

Affiliate-access - This term refers to a type of access, used by individuals who are allowed access to a disaster because they accompany an otherwise authorized individual or entity. It primarily concerns utility repair crews, individuals volunteering through Non- Governmental Organizations, or persons associated with a Critical Infrastructure owner or operator. The process through which individuals qualify for access under this category is known as "affiliation access."

Assisting Agency – An agency or organization providing personnel, services, or other resources to the agency or agencies with direct responsibility for incident management.

Cooperating Agency – An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Credential – Documentation that identifies personnel and authenticates and verifies the qualifications of such personnel by ensuring that such personnel possess a minimum common level of training, experience, physical and medical fitness, and capability appropriate for a particular position.

Critical Infrastructure – There are 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, national economic security, national public health or safety, or any combination thereof. Presidential Policy Directive 21 (PPD-21): Critical Infrastructure Security and Resilience identifies them as:

- Chemical
- Commercial Facilities
- Communications
- Critical Manufacturing
- Dams
- Defense Industrial Base
- Emergency Services
- Energy
- Financial Services
- Food and Agriculture
- Government Facilities
- Healthcare and Public Health
- Information Technology
- Nuclear Reactors, Materials and Waste
- Transportation Systems
- Water and Wastewater Systems

Disaster District Committee (DDC) – A DDC consists of representatives of the state agencies, boards, commissions, and organized volunteer groups with membership on the Emergency Management Council. The Texas Highway Patrol commanding officer of each district serves as chair of the Disaster District Committee and reports to the assistant director of the Texas Department of Public Safety (DPS) on matters relating to disasters and emergencies.

Disaster[2] - An occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, other public calamity requiring emergency action or energy emergency.

Emergency – Any occasion or instance--such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, fire, explosion, nuclear accident, or any other natural or man-made catastrophe--that warrants action to save lives and to protect property, public health, and safety.

Emergency Management Director (EMD) – Under the Texas Government Code, the presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board.

Emergency Management Coordinator (EMC) – Under the Texas Government Code, the Emergency Management Director may designate a person to serve as the Emergency Management Coordinator.

Emergency Operations Center (EOC) - The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An Emergency Operations Center may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. Emergency Operations Centers may be organized by major functional disciplines (e.g., fire, law enforcement, medical services), by jurisdiction (e.g., Federal, State, tribal, regional, city, county), or by some combination thereof.

Emergency Operations Plan (EOP) - The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. It describes how people and property will be protected; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available; and outlines how all actions will be coordinated.

Evacuation - The organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

- A ***spontaneous evacuation*** occurs when residents or citizens in the threatened areas observe an incident or receive unofficial word of an actual or perceived threat and, without receiving instructions to do so, elect to evacuate the area. Their movement, means, and direction of travel are unorganized and unsupervised.
- A ***voluntary evacuation*** is a warning to persons within a designated area that a threat to life and property exists or is likely to exist in the immediate future. Individuals issued this type of warning or order are not required to evacuate; however, it would be to their advantage to do so.
- A ***mandatory or directed evacuation*** is a warning to persons within the designated area that an imminent threat to life and property exists and individuals must evacuate in accordance with the instructions of local officials.

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[2] Texas Government Code § 418.004

Incident - An occurrence or event—natural, technological, or human-caused—that requires a response to protect life, property, or the environment (e.g., major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, other occurrences requiring an emergency response).

Incident Command System (ICS) - A standardized, on-scene, all-hazards incident management concept. ICS enables a coordinated response among various jurisdictions and agencies; establishes common processes for planning and managing resources; allows for the integration of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

Joint Information System – The Joint Information System is designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during crisis or incident operations.

National Incident Management System (NIMS) - A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

National Response Framework (NRF) - A guide to how the Nation conducts all-hazards response.

Public Information Officer (PIO) – The PIO is responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident related information requirements.

Reentry – The process of allowing appropriate agencies and vendors access to damaged areas. It includes the effort to restore the continuity of government and critical infrastructure to support the community. Following an evacuation due to a tropical weather system, reentry marks the transition from the response phase through landfall and prior to the recovery phase of the disaster.

Repopulation – The process or returning of evacuees from shelters in host communities that did not self-evacuate. This will occur only after the mandatory evacuation order has been lifted and general population is allowed to return to the evacuated area.

Tier Emergency Response – Search and Rescue and Security Force Operations. See Attachment 1 for details.

Tier 1 – Immediate Mass Care and Damage Assessment. See Attachment 1 for details.

Tier 2 – Restoration of Essential Services, Point of Distribution (POD) and Other Support Operations. See Attachment 1 for details.

Tier 3 – Business Operators Not Allowed Reentry under Tier 2 and Residents. See Attachment 1 for details.

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: **August 6, 2018**

Date Submitted: **July 20, 2018** Dept. Clearances: **Parks and Recreation**

Prepared by: **Michael Boyett**

Subject: **Congregate Meal Program – Interlocal Agreement**

Originating Department: **P&R** City Attorney Review: Yes

Proceeding: **Consent Agenda**

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: N/A	Amount Budgeted: N/A
Appropriation Required: N/A	Source of Funds: N/A
FINANCE APPROVAL:	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Congregate Meal Program is a grant that has been awarded to the Galveston County Parks & Senior Services Department (GCPSS) by the Houston-Galveston Area Council, Area Agency on Aging. The City of Friendswood Senior Citizen Program has been utilizing the GCPSS program grant funds since the inception of the Friendswood Senior Program in 1993 to offer meals to eligible participants within the Friendswood Senior Program. To be eligible for the program participants must be 60 years of age or older and complete a short application process. The meals are provided at no cost to our seniors. Eligible participants within the program are asked to make a $1 donation for the cost of a meal when possible. The $1 donation is collected by the City and forwarded to the County to help offset the grant funds.

Attached is the annual Interlocal Agreement between the County of Galveston and the City of Friendswood for the County's Parks & Senior Department Congregate Meal Service Program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Entering into the Interlocal Agreement allows us to continue to offer meals thru GCPSS to the Friendswood Senior Program participants which ensure our participants are eating a healthy lunch while taking part in our daily programs.

RECOMMENDATIONS

Staff recommends Council approve the Interlocal Agreement between the County of Galveston and the City of Friendswood for the County's Parks & Senior Department Congregate Meal Service Program and authorize the Mayor to sign the Interlocal Agreement.

ATTACHMENTS

Interlocal Agreement

Galveston County Parks & Cultural Services

Congregate Meal Service Agreement

This agreement is by and between **Galveston County, Galveston County Department of Parks and Cultural Services** and the **City of Friendswood (authorized agents named below).** The purpose for this agreement is to allow the **City of Friendswood** to provide congregate meal service for eligible clients.

The parties agree that **City of Friendswood** will have congregate meal service as described below:

Effective Date: October 1, 2018

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Friendswood Activity Building

Days of the week:

- **Monday-Friday**

Galveston County Parks & Cultural Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to **City of Friendswood.**
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice **City of Friendswood** for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

City of Friendswood will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for calling, emailing or faxing in a completed meal order and verifying receipt of the meal order by 1:30pm, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.

- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of $6.59 per meals/unit. Non-eligible meals will be invoiced to **City of Friendswood** quarterly and reimbursement from **City of Friendswood** will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.

- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

This agreement:

- Is non-transferable;

- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;

- May not be amended or waived, in whole or in part, except in writing signed by both parties;

- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County

_____

Mark A. Henry, County Judge

ATTEST:

_____

Dwight Sullivan, County Clerk

Signature:_____ **Date:**_____
Galveston County Parks & Cultural Services, Director
Julie Diaz
4102 Main Street
La Marque, TX 77568

Signature:_____ **Date:**_____
Primary Representative, Name:_____ **(print)**
Address:_____
City, State Zip:_____
Phone:_____
Email:_____

Signature:_____ **Date:**_____
Alternate Representative, Name:_____ **(print)**
Address:_____
City, State Zip:_____
Phone:_____
Email:_____

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: August 6, 2018

Date Submitted: August 1, 2018 Dept. Clearances: CM

Prepared by: GCF

Subject: Wireless Tower Lease Agreement with Crown Castle at Willowick

Originating Department: CMO City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL: N/A	

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The city has an existing lease agreement with Crown Castle. We also have had Public Safety Radio equipment on this tower since it was built. Our equipment is on there at no charge to us. In Crown Castle's database our equipment is listed as belonging to Crown Castle instead of the City. The City has been working on getting our equipment types (antenna type, frequency, etc.) listed correctly and as belonging to the city. Once this is done, we can determine what equipment is still in use and what equipment can be removed so that other companies can use space on that tower. This modification to the lease agreement is Crown Castle's formal way of documenting what rightfully belongs to the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This serves as a clean-up measure to correctly document the City's equipment located on the tower and will make more availability for future agreements.

ATTACHMENTS

Crown Castle Letter and Agreement

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

CROWN CASTLE

Date: May 21, 2018

To: Friendswood TX, City of

Attention: KC Rogers

Regarding: Friendswood TX, City of

BUN: 814801 / FRIENDSWOOD # 5 / App # 397783

Dear KC Rogers:

Please find enclosed for your review and execution by an authorized signatory of Friendswood TX, City of, the document for the above-referenced wireless communication facility. If you have any questions regarding the details of the document, please contact Tim Mlatnik at 724-416-9078.

Crown Castle now accepts digital signature, please follow the prompts within this document.

We will continue to execute documents that require Notary and Memorandums of Lease (MOLs) with ink signatures as required for notary and recording purposes. If an MOL is required, please send your partially executed MOL to the address below for review and full execution. For pre-approval of your MOL, you may send a soft copy to Licensing.DocumentExecution@CrownCastle.com, referencing the Crown Castle Business Unit and the words MOL in the subject line.

If you choose not to execute electronically, you have the option to print out 2 copies of the document, sign in ink and mail back to Crown Castle at the address below. Please include the name, e-mail, phone number, and physical street address of the individual to whom the signed document should be returned. Note: FedEx and UPS cannot deliver to a Post Office box.

Crown Castle
Attn: Licensing Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to DocumentExecution@CrownCastle.com or by phone at 1-844-753-8828.

Thank you,

Contract Specialist
Crown Castle

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Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER SPACE ONLY)

THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, ____ (the "Effective Date"), between Crown Castle GT Company LLC, a Delaware limited liability company, with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and City of Friendswood TX, with its principal place of business at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 ("Licensee").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjusted Fee" means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

"Adjustment Date" means the date on which all fees set forth herein shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

"AM Detuning Study Fee" means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

"Closeout Documentation" means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

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"Code" means TIA-222-X, where the "X" refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Crown Castle" means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

"Current Term Expiration Date" means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

"**Deed**" means the deed(s) or other similar prior instrument(s) from which Licensor's rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

"Equipment" means Licensee's communications equipment placed on the Site, including Licensee's antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

"Event of Default" means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communications Commission.

"Government Entity" means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

"Grantor" means the grantor named in the Deed, if applicable.

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"Installation Standards" means the "Installation Standards for Construction Activities on Crown Castle Tower Sites" or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

"Intermodulation Study" means a study to determine whether an RF interference problem may arise.

"Intermodulation Study Fee" means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

"Landlord" means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

"Laws" means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

"Lender" means any and all lenders, creditors, indenture trustees and similar parties.

"Licensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

"Licensed Space" means that portion of the Site that is licensed to Licensee hereunder.

"Licensee" means the party named as "Licensee" in the first paragraph hereof and its successors-in-interest.

"Licensor" means the party named as "Licensor" in the first paragraph hereof and its successors-in-interest.

"Modification" means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement

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of any of Licensee's equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a "Modification", provided that such replacement does not negatively affect the tower's loading capacity, as determined by Licensor.

"NTP" means a written notice to proceed.

"Pre-Existing Use" means any installation or modified use of Licensor's or another user's equipment prior to the installation or modified use of Licensee's Equipment.

"**Prime Lease**" means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

"Prior Agreement" means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

"Pro Rata Share" means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining "Pro Rata Share", Licensor shall be deemed to be a then-existing user of the Site.

"Regulatory Compliance Costs" means the reasonable costs, including reasonable attorneys' fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

"RF" means radio frequency.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

"Site" means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

"Services Agreement" means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

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"Site Application Fee" means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

"Site Engineering Application" means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee's permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

"Site Plan" means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

"Structural Analysis" means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Structural Analysis Fee" means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) to defray Licensor's costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee's tower-mounted Equipment described herein or with respect to any Modification to Licensee's Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

"Subsequent Use" means any installation or modified use of Licensor's or another user's equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

"Term" means the term of this Agreement, as set forth in Section 4 below.

"Term Commencement Date" means immediately upon full execution of this Agreement.

"Tower Level Drawing" means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

"Unlicensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

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"Work" means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE

2.1 **The Site**. The Site consists of that certain parcel of property, located in the City of Friendswood, the County of Galveston, and the State of Texas, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment**. Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 INTENTIONALLY OMITTED.

2.2.2 Reduction of Available Capacity Due to Change in Applicable Law. If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee's completion of installation of any tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification), Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, no capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

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2.2.3 Consent to Use of Shared Equipment Shelter. The parties acknowledge that Licensee intends to install, or cause to be installed, its ground-based Equipment entirely within a certain equipment shelter or cabinet on the Site (the "Shared Equipment Shelter"), which Shared Equipment Shelter is owned and maintained by another site user (the "Shelter Owner") and located on the ground as set forth in the Site Plan attached hereto as Exhibit C. Licensor hereby consents to Licensee's use of the Shared Equipment Shelter pursuant to the sublease, license or other right to use the Shared Equipment Shelter as may be granted by Shelter Owner to Licensee (the "Shared Use Grant"); provided, however, Licensee's right to use the Shared Equipment Shelter shall immediately terminate upon the termination of any of the following: the co-location agreement between Licensor and Shelter Owner with respect to Shelter Owner's use of the Site, this Agreement, Shelter Owner's right to use the subject ground space, or the Shared Use Grant. In the event of any such termination, Licensee shall license from Licensor ground space at the Site, subject to availability, for the placement of its own equipment shelter or cabinet and other ground-based equipment. Such license of ground space shall be evidenced by a written amendment to this Agreement and warrant an increase to the Basic Payment due hereunder.

2.3 **Application for Modifications**. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee's use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 **Conditions Precedent to Installation of Equipment or Modification**. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) a Site Engineering Application for such installation or Modification has been approved by Licensor; (ii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iii) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (iv) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (v) the Site Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vi) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

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2.5 **Performance of Work**. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall only engage a contractor approved by Crown Castle to perform the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

2.6 **Closeout Documentation**. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor One Thousand Five Hundred and 00/100 Dollars ($1,500.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

2.7 INTENTIONALLY OMITTED.

2.8 **Acceptance of Licensed Space and Site**. By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

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3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES

3.1 **Access to Site**. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, and non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area.

3.2 **Authorized Persons; Safety of Personnel**. Licensee's right of access to the Site shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.

3.3 **Notice to Licensor**. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

3.4 **Licensee's Use of the Site**. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

3.5 **Permits, Authorizations and Licenses**. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 **Zoning Approval**. At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or

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any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as reasonably allocated by Licensor.

4. TERM

The term of this Agreement shall commence on the Term Commencement Date and continue until the earlier of (i) the expiration or termination of the Prime Lease, or (ii) the date that Licensee is no longer the lessor under the Prime Lease (the "Term").

5. CONSIDERATION

5.1 **Payments**. Any payments due hereunder shall be made by check payable to Crown Castle GT Company LLC, P.O. Box 301854 Dallas, Texas 75303-1854. Licensee shall include the JDE Business Unit No. 814801 on or with each payment.

5.2 **Adjustments to Fees**. All other fees herein that are expressed as fixed dollar amounts shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to fees shall be calculated by the following formula://

5.3 **Regulatory Compliance Costs**. In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensor's election, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same (together with supporting documentation).

5.4 **Taxes, Fees and Assessments**. Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. At Licensor's election, Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by

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any Government Entity against the Site itself or against Licensor's improvements thereon. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, Licensee's Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

5.5 INTENTIONALLY OMITTED.

6. INTERFERENCE

6.1 **Interference to Licensee's Licensed Operations**. Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 **Interference by Licensee**. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other uses of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

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6.3 **Interference to Licensee's Unlicensed Operations**. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 **Relocation of Equipment at Licensor's Option**. Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 INTENTIONALLY OMITTED.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. INDEMNIFICATION

To the extent allowed by law, Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site.

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensor (and Licensor's manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensor (and any primary liability insurance maintained by Licensor's manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers' compensation including employer's liability with the following limits: $1,000,000 per accident; $1,000,000 disease, each employee; and $1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including, but not limited to, coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than $1,000,000 per occurrence, combined single limit with a $2,000,000 general policy aggregate and a separate products/completed operations aggregate of $2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than $1,000,000 per accident; (iv) umbrella liability insurance of $5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant to this section shall contain a waiver of subrogation in favor of Licensor. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall agree to provide a copy of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty**. In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be the aforementioned right to terminate this Agreement. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation**. If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars ($35.00) for each month or partial month

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that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of **Exhibit B** or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt

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requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: City of Friendswood TX
910 S. Friendswood Drive
Friendswood, TX 77546
Telephone Number: (281) 996-3250

As to Licensor: Crown Castle GT Company LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

19. TERMINATION

19.1 **Withdrawal or Termination of Site Zoning Approval or Permit**. In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 **Termination of Prime Lease**. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

19.3 INTENTIONALLY OMITTED.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 **Subordination**. Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 **Non-Disturbance**. The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 **Liability of Parties**. Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

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22.4 **Attornment**. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

(i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;

(ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:

(a) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and

(b) To the extent allowed by law, Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and

(iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:

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(a) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,

(b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and

(c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Effective Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Signature page follows]

Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

Licensor

Crown Castle GT Company LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

Licensee

City of Friendswood TX

By: _____

Print Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT A to Tower Site License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

See Attached

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FRIENDSWOOD
814801

STATE OF TEXAS §

COUNTY OF GALVESTON §

A **METES AND BOUNDS** description of a 0.1063 acre (4,632 square feet) tract of land situated in the Sarah McKissick Survey, Abstract No. 151, Galveston County, Texas: being out of Lot 9 in Block 2 of the Subdivision of Friendswood, plat of which is recorded in Volume 254-A, Page 18 of the Galveston County Map Records; being out of Lots 19 and 20 of Hoover Subdivision, an unrecorded subdivision, plat of which is available from the Friendswood Independent School District tax office; and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of the southwesterly right-of-way line of Morningside Drive (60 feet wide) and the southeasterly right-of-way line of Willowick Drive (60 feet wide) marking the northernmost corner of Lot 17 of said unrecorded Hoover Subdivision;

THENCE, South 45° 08′ 27″ West, 280.06 feet along said southeasterly right-of-way line of Willowick Drive to 2" iron pipe found at the northernmost corner of Lot 21 of said Hoover Subdivision;

THENCE, South 45° 00′ 00″ East, 140.71 feet along the northerly line of said Lot 21 to a 5/8" iron rod (with cap stamped "Cotton Surveying") set at the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 45° 00′ 43″ East, 90.66 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59′ 17″ East, 19.90 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, North 45° 00′ 43″ East, 22.00 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59′ 17″ East, 25.10 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner in the northwesterly line of Lot 14 of said Hoover Subdivision;

THENCE, South 45° 00′ 43″ West, 112.65 feet along the northwesterly line of Lots 13 and 14 of said Hoover Subdivision to a 1/2-inch iron rod found at the southerly corner of Lot 20;

THENCE, North 45° 00′ 00″ West, 45.00 feet along the northeasterly line of aforesaid Lot 21 to the **POINT OF BEGINNING, CONTAINING** 0.1063 acre of land in Galveston County, Texas, as shown on Drawing No. 2490 in the offices of Cotton Surveying Company in Houston, Texas.

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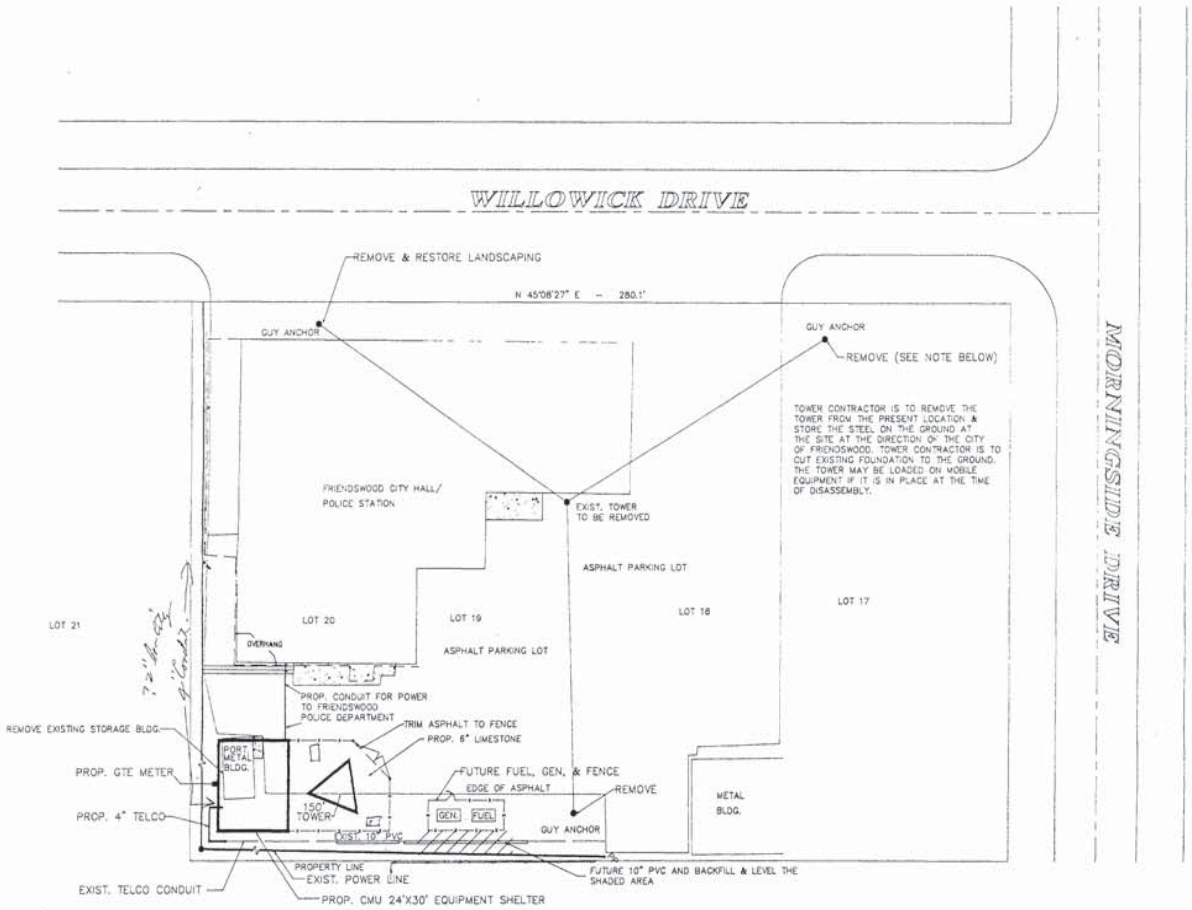

NOTE: SEE SHEET 2(SP2) FOR ENLARGED SITE PLAN

NOTE: THE GENERATOR, FUEL, CULVERT AND THE FENCING AROUND THE FUEL/GENERATOR PADS NOT TO BE INSTALLED BY THIS CONTRACTOR AT THE PRESENT TIME.

LOCATION MAP
NOT TO SCALE

CONTRACTOR RESPONSIBILITIES:

FOLLOWING IS A GENERAL SCOPE OF RESPONSIBILITIES. CONTRACTOR IS TO ASSURE HIMSELF THAT HE HAS A FULL UNDERSTANDING OF THE DETAILS OF THE PROJECT PRIOR TO SUBMITTING A BID.

SITE CONTRACTOR:
1. OBTAIN NECESSARY SUBCONTRACTOR PERMITS.
2. CLEAR SITE.
3. INSTALL DRIVEWAY AND APPURTENANCES AT FENCE CROSSINGS.
4. PROVIDE TEMPORARY ACCESS FOR ALL EQUIPMENT AND INSTALLATIONS.
5. INSTALL DRAINAGE WHERE REQUIRED.
6. INSTALL TOWER FOUNDATION.
7. INSTALL FENCING.
8. CLEAN SITE AFTER CONSTRUCTION IS COMPLETE.
9. INSTALL NO TRESPASSING SIGN PROVIDED BY GTE MOBILNET.
10. INSTALL PAVING & PATCHING AS REQD. IN AND AROUND COMPOUND.

ELECTRICAL CONTRACTOR:
1. OBTAIN NECESSARY SUBCONTRACTOR PERMITS.
2. CONNECT MAIN POWER TO BUILDING AND TEST CIRCUITS.
3. COORDINATE WITH LOCAL POWER COMPANY FOR INSTALLATION OF POWER TO SITE.
4. SET ELBOWS FOR ELECTRICAL AND TELCO DURING FOUNDATION POUR.
5. INSTALL UNDERGROUND CONDUIT FOR ELECTRICAL AND TELCO.
6. INSTALL MANUAL TRANSFER SWITCH AS REQUIRED.
7. INSTALL GENERATOR AND ELECTRIC CONDUIT AS SHOWN ON SITE PLAN.
8. INSTALL BUILDING, FENCE, TOWER, AND GENERATOR GROUNDING.
9. INSTALL PLEXIGLASS SHIELD AND HOOK UP POWER TO BATTERY TERMINAL BARS.
10. INSTALL ELECTRICAL ACCORDING TO DETAILS SHOWN ON ENCLOSED SHEETS.
11. ELECTRICIAN TO INSTALL CABLE RACK INSIDE BUILDING.

TOWER CONTRACTOR:
1. OBTAIN NECESSARY SUBCONTRCTOR PERMITS.
2. INSTALL TOWER, TOWER LIGHTING, AND ALARMS.
3. INSTALL CABLE GROUNDING.
4. INSTALL CABLE RACKS AND SUPPORTS OUTSIDE BUILDING.

SURVEY IS AVAILABLE ON REQUEST.

NOTES:
1. EQUIPMENT IS FULLY AUTOMATED.
2. NO WATER OR SEWER REQUIRED.
3. NO PERSONNEL ON SITE.
4. EXISTING DRAINAGE TO REMAIN UNCHANGED.

LEGEND:
- BARB WIRE FENCE
- PROPERTY LINE
- FF XXX — FINISHED FLOOR
- 123.1 — EXISTING GRADES
- PP — POWER POLE
- GUY ANCHOR
- EXISTING NATURAL GROUND
- PROPOSED POWER LINE

No.	Date	Description	Approved
1.	20DEC'91	TOWER SIZE	
2.	03JAN'92	TOWER ORIENTATION	

GTE Mobilnet®

FRIENDSWOOD MSA CELL SITE

OVERALL SITE PLAN

Axis Engineering Company
11850 Jones Road, Houston, Texas 77070

Scale: 1"=20' Job No.
Date: 1 OCT 91 Dwn By: R.A. App. By:

81480/ AK

SHEET NO. SP1

SEAL

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Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT B to Tower Site License Agreement

APPROVED EQUIPMENT

See Attached

Customer Approved: Jan 04 2018

Application ID: 397783 **Revision # 3** **Submitted: Sep 16 2017**

Submitted By:	Adriana Tran		
Original Submit Date:	Jul 10 2017	**Desired Install Date:**	N/A
Reason for Application:	Other	**JDE Job Number**	448538

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA:	Stand Alone Agreement - TLA
Company:	City of Friendswood TX
Address:	910 SOUTH FRIENDWOOD DRIVE ATTN: CITY SECRETARY
City/Town:	FRIENDSWOOD
State:	TX **Postal Code:** 77546
Customer Job Number:	N/A
Customer Payment Reference:	N/A
Customer Site Name:	N/A
Customer Site Number :	N/A

Site Information

Crown Castle Site Name:	FRIENDSWOOD # 5		
Crown Castle Site ID:	814801		
Crown Castle District:	Houston		
Address:	111 E. WILLOWICK AVE.		
City/Town:	Friendswood		
State:	TX	**Postal Code:**	77546
County:	Galveston		
Latitude:	29° 31' 47.04"	**Longitude:**	-95° 11' 58.98"
Structure Type:	SELF SUPPORT	**Structure Height:**	175 ft

Legal Entity Information

Operating Legal Entity:	City of Friendswood TX		
Primary Contact:	KC Rogers	**Phone:**	281-996-3250
E-mail:	fwdcity@ci.friendswood.tx.us	**Fax:**	N/A
Address:	910 South Friendswood Drive		
City/Town:	Friendswood	**State:**	TX **Postal Code:** 770546
RF Contact:	N/A	**Phone:**	N/A
E-mail:	N/A		

Project Management Vendor

Project Management Vendor: Crown Castle - PMV

Service Information

				Frequencies				
				Transmit		Receive		
Svc	**Technology**	**EIRP (WATTS)**	**Std Frequency**	**Start**	**Stop**	**Start**	**Stop**	**MHZ/GHZ**
1	MW Link	1.0		0.0	0.0	0.0	0.0	MHZ

Antenna Information

Pos.	Cust Mount Class / CAD Mount	C Line Elev	Mount Level	Azimuth	Leg or Face	Mfg. / Model	Svc	Transmit Start	Transmit Stop	Receive Start	Receive Stop	Use	Orient	Status
A	NONE NONE [CO 301-1]	70	70.0 FT	320	Leg A	LAIRD TECHNOLOGIES LP800-2500-9-NF	1	0.0	0.0	0.0	0.0	TX/RX	Mid-Mount	Installed
B	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	95	90.0 FT	80	Leg B	DECIBEL DB810M-XC	1	0.0	0.0	0.0	0.0	TX/RX	Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	104	97.0 FT	120	Leg A	DECIBEL DB810M-XC	1	0.0	0.0	0.0	0.0	TX/RX	Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	123	113.0 FT	320	Leg A	DECIBEL DB224	1	0.0	0.0	0.0	0.0	TX/RX	Upright	Installed
B	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	123	113.0 FT	80	Leg B	DECIBEL DB224	1	0.0	0.0	0.0	0.0	TX/RX	Upright	Installed
C	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	123	113.0 FT	200	Leg C	DECIBEL DB224	1	0.0	0.0	0.0	0.0	TX/RX	Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	150	140.0 FT	80	Leg B	RFS/CELWAVE PD340-1	1	0.0	0.0	0.0	0.0	TX/RX	Upright	Installed
A	SIDE ARM MOUNT SIDE ARM MOUNT	153	144.0 FT	320	Leg A	SINCLAIR SRL-224NM-4	1	0.0	0.0	0.0	0.0	TX/RX	Upright	Installed

	[SO 701-1]												
A	SIDE ARM MOUNT SIDE ARM MOUNT [SO 701-1]	153	149.0 FT	200	Leg C	DECIBEL DB411-A	1	0.0	0.0	0.0	0.0	TX/RX	Upright Installed

Feedline Information

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A	NONE	1	Primary: ANDREW N/A Secondary: N/A	LDF1-50A N/A	120.0	Face 3H	Feedline Ladder	Installed
B	SIDE ARM MOUNT	1	Primary: ANDREW N/A Secondary: N/A	LDF4-50A N/A	145.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT	1	Primary: ANDREW N/A Secondary: N/A	LDF4-50A N/A	154.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT	1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	173.0	Face 3H	Feedline Ladder	Installed
B	SIDE ARM MOUNT	2	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	173.0	Face 3H	Feedline Ladder	Installed
C	SIDE ARM MOUNT	1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	173.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT	1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	200.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT	1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	203.0	Face 3H	Feedline Ladder	Installed
A	SIDE ARM MOUNT	1	Primary: ANDREW N/A Secondary: N/A	LDF5-50A N/A	203.0	Face 3H	Feedline Ladder	Installed

Optional Component Information

					Tower Mounted Equipment		
Pos.	Customer Mount Class	Qty.	Mfg.	Model	Type	Elevation	Status
A	NONE	N/A	N/A	N/A	N/A	N/A	N/A
B	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
B	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
C	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	SIDE ARM MOUNT	N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power	Phase	Amps
N/A	No	N/A	0

Lease, Pad, and Building Requirements

Building
Building Id #: N/A
Building Type: N/A

	Length	Width	Height	SQ. Footage	Irregular SQ. Footage	Status
Lease	N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A
Pad	N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A
Building	N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A

Other Pad Requirements

No cabinets, dishes or other pads exist for this application

Number of Existing Cabinets: 0
Number of Proposed Cabinets: 0

Generator Requirements

No generators exist for this application

Battery Requirements

Is Battery Backup Required? No

Type	Qty.	Mfg.	Model
N/A	0	N/A	N/A
N/A	0	N/A	N/A

Scope of Work/Additional Information

Scope of Work:
New License for the City of Friendswood. Moving everything titled "Crown Castle" to "City of Friendswood". This includes all equipment at 70', 90', 97', 113', 140', 144', and 149'. Centerline 75' is an empty mount.

****Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
1	LAIRD TECHNOLOGIES	LP800-2500-9-NF	YAGI	2.75 IN	10.5 IN	15.5 IN	1.5 LBS	0.0 IN2
2	DECIBEL	DB810M-XC	OMNI	120.0 IN	2.115 IN	2.115 IN	30.0 LBS	203.04 IN2
3	DECIBEL	DB224	DIPOLE	255.0 IN	2.0 IN	10.0 IN	32.0 LBS	453.6 IN2
1	RFS/CELWAVE	PD340-1	DIPOLE	270.0 IN	2.2 IN	2.2 IN	40.0 LBS	475.2 IN2
1	SINCLAIR	SRL-224NM-4	DIPOLE	216.0 IN	1.9 IN	14.0 IN	35.0 LBS	374.4 IN2
1	DECIBEL	DB411-A	DIPOLE	113.04 IN	1.75 IN	25.0 IN	25.0 LBS	216.0 IN2

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
1	ANDREW	LDF1-50A	1/4	0.345 IN
2	ANDREW	LDF4-50A	1/2	0.625 IN
7	ANDREW	LDF5-50A	7/8	1.03 IN

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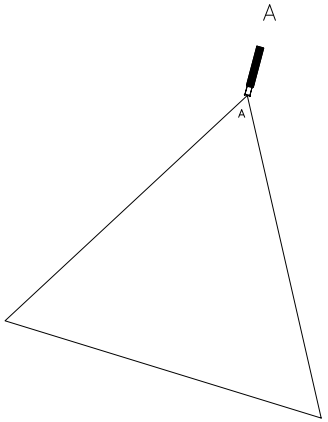
ANTENNA SUMMARY							
ANTEN ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL
70	1	1	0	0	0	LAIRD TECH	LP800-2500-9-NF

TME SUMMARY								
TME ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE

FEEDLINE SUMMARY								
ATT ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
70	1	1	0	0	0	ANDREW	LDF1-50A	1/4

		ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A MID	FRIENDSWOOD TX, CITY OF	70	INSTALLED	LAIRD TECH	LP800-2500-9-NF	320		1	1/4	0			

OPERATING LEGAL ENTITY: *CITY OF FRIENDSWOOD TX*



BUSINESS UNIT:814801 TOWER ID:A LEVEL:70

LEVEL DRAWING

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/07/17	UPDATED PER WORK ORDER 1428691	WMM

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

70 FT INSTALLED LEVEL

SHEET NUMBER

A1-70

REV: APP ID: DATE:7/13/06 REV(-) ENG-PLN-10050

PLOT DATE: 12/5/2017 FILE NAME: 814801_A_70_l.dwg (CO 301-1)

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

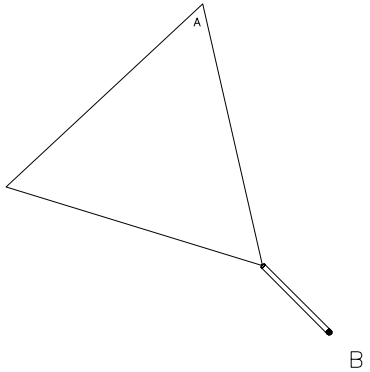
ANTENNA SUMMARY							
ANTEN ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL
95	1	1	0	0	0	DECIBEL	DB810M-XC

TME SUMMARY								
TME ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE

FEEDLINE SUMMARY								
ATT ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
90	1	1	0	0	0	ANDREW	LDF4-50A	1/2

		ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A :													
B : UP	FRIENDSWOOD TX, CITY OF	95	INSTALLED	DECIBEL	DB810M-XC	80		1	1/2	0			

OPERATING LEGAL ENTITY: ***CITY OF FRIENDSWOOD TX***



BUSINESS UNIT:814801 TOWER ID:A LEVEL:90

LEVEL DRAWING

PLOT DATE: 12/5/2017 FILE NAME: 814801_A_90_I.dwg (SO 701-1)

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/07/17	UPDATED PER WORK ORDER 1428891	WMW

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

90 FT INSTALLED LEVEL

SHEET NUMBER

A1-90

REV:
APP ID:
DATE:7/13/06
REV(-)
ENG-PLN-10050

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

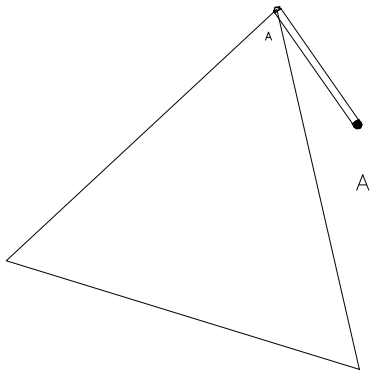
ANTENNA SUMMARY							
ANTEN ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL
104	1	1	0	0	0	DECIBEL	DB810M-XC

TME SUMMARY								
TME ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE

FEEDLINE SUMMARY								
ATT ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
97	1	1	0	0	0	ANDREW	LDF4-50A	1/2

		ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A UP	FRIENDSWOOD TX, CITY OF	104	INSTALLED	DECIBEL	DB810M-XC	120		1	1/2	0			

OPERATING LEGAL ENTITY: *CITY OF FRIENDSWOOD TX*



BUSINESS UNIT:814801 TOWER ID:A LEVEL:97

LEVEL DRAWING

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/07/17	UPDATED PER WORK ORDER 1428691	WMM

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

97 FT INSTALLED LEVEL

SHEET NUMBER

A1-97

REV: APP ID: DATE:7/13/06 REV(-) ENG-PLN-10050

PLOT DATE: 12/5/2017 FILE NAME: 814801_A_97_l.dwg (SO 701-1)

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

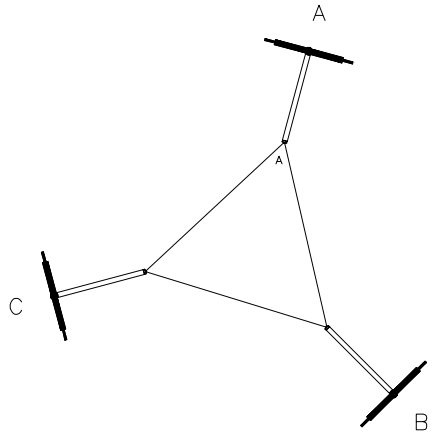
ANTENNA SUMMARY							
ANTEN ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL
123	3	3	0	0	0	DECIBEL	DB224

TME SUMMARY								
TME ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE

FEEDLINE SUMMARY								
ATT ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
113	4	4	0	0	0	ANDREW	LDF5-50A	7/8

		ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A UP	FRIENDSWOOD TX, CITY OF	123	INSTALLED	DECIBEL	DB224	320		1	7/8	0			
B UP	FRIENDSWOOD TX, CITY OF	123	INSTALLED	DECIBEL	DB224	80		2	7/8	0			
C UP	FRIENDSWOOD TX, CITY OF	123	INSTALLED	DECIBEL	DB224	200		1	7/8	0			

OPERATING LEGAL ENTITY: ***CITY OF FRIENDSWOOD TX***



BUSINESS UNIT:814801 TOWER ID:A LEVEL:113

LEVEL DRAWING

PLOT DATE: 12/5/2017 FILE NAME: 814801_A_113_I.dwg (SO 701-1)

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/07/17	UPDATED PER WORK ORDER 1428691	WMR

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

113 FT INSTALLED LEVEL

SHEET NUMBER

A1-113

REV: APP ID: DATE:7/13/06 REV(-) ENG-PLN-10050

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

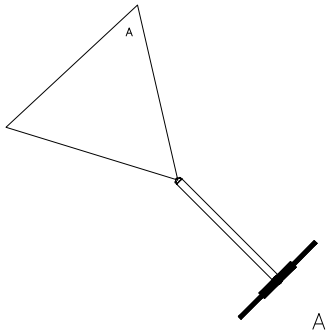
ANTENNA SUMMARY							
ANTEN ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL
150	1	1	0	0	0	RFS/CELWAVE	PD340-1

TME SUMMARY								
TME ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE

FEEDLINE SUMMARY								
ATT ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
140	1	1	0	0	0	ANDREW	LDF5-50A	7/8

		ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A UP	FRIENDSWOOD TX, CITY OF	150	INSTALLED	RFS/CELWAVE	PD340-1	80		1	7/8	0			

OPERATING LEGAL ENTITY: ***CITY OF FRIENDSWOOD TX***



BUSINESS UNIT:814801 TOWER ID:A LEVEL:140

LEVEL DRAWING

PLOT DATE: 12/5/2017 FILE NAME: 814801_A_140_I.dwg (SO 701-1)

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/07/17	UPDATED PER WORK ORDER 1428891	WMW

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

140 FT INSTALLED LEVEL

SHEET NUMBER

A1-140

REV: APP ID: DATE:7/13/06 REV(-) ENG-PLN-10050

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

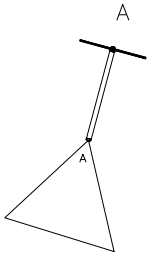
ANTENNA SUMMARY							
ANTEN ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL
153	1	1	0	0	0	SINCLAIR	SRL-224NM-4

TME SUMMARY								
TME ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE

FEEDLINE SUMMARY								
ATT ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
144	1	1	0	0	0	ANDREW	LDF5-50A	7/8

		ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A UP	FRIENDSWOOD TX, CITY OF	153	INSTALLED	SINCLAIR	SRL-224NM-4	320		1	7/8	0			

OPERATING LEGAL ENTITY: *CITY OF FRIENDSWOOD TX*



BUSINESS UNIT:814801 TOWER ID:A LEVEL:144

LEVEL DRAWING

PLOT DATE: 12/5/2017 FILE NAME: 814801_A_144_I.dwg (SO 701-1)

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/07/17	UPDATED PER WORK ORDER 1428891	WMW

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

144 FT INSTALLED LEVEL

SHEET NUMBER

A1-144

REV:
APP ID:
DATE:7/13/06
REV(-)
ENG-PLN-10050

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

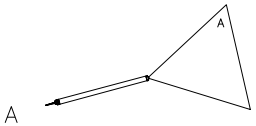
ANTENNA SUMMARY							
ANTEN ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL
153	1	1	0	0	0	DECIBEL	DB411-A

TME SUMMARY								
TME ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE

FEEDLINE SUMMARY								
ATT ℄	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE
149	1	1	0	0	0	ANDREW	LDF5-50A	7/8

		ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A UP	FRIENDSWOOD TX, CITY OF	153	INSTALLED	DECIBEL	DB411-A	200		1	7/8	0			

OPERATING LEGAL ENTITY: *CITY OF FRIENDSWOOD TX*



BUSINESS UNIT:814801 TOWER ID:A LEVEL:149

LEVEL DRAWING

PLOT DATE: 12/5/2017 FILE NAME: 814801_A_149_I.dwg (SO 701-1)

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/07/17	UPDATED PER WORK ORDER 1428891	WMW

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

149 FT INSTALLED LEVEL

SHEET NUMBER

A1-149

REV: APP ID: DATE:7/13/06 REV(-) ENG-PLN-10050

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT C to Tower Site License Agreement

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

See Attached

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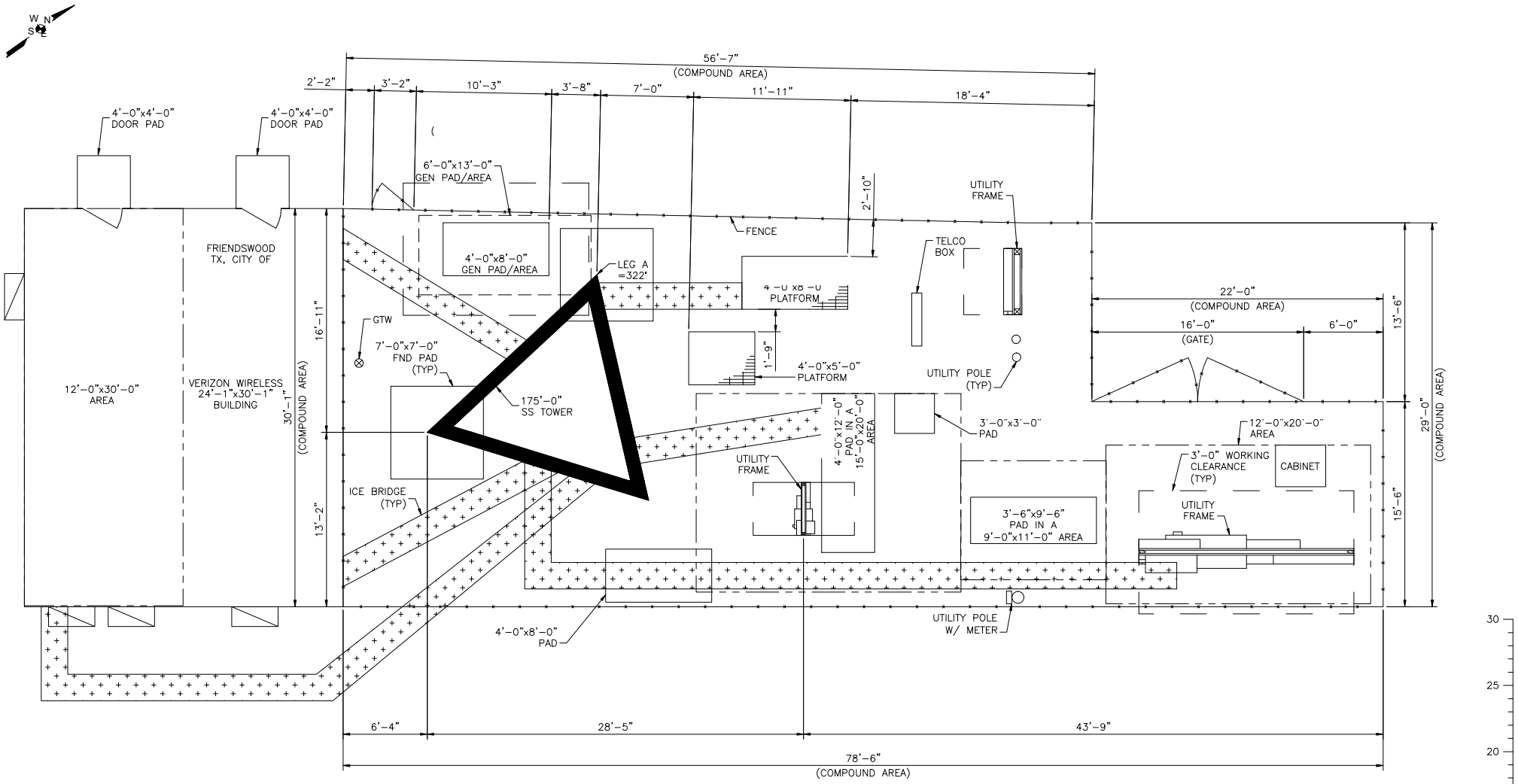

BUSINESS UNIT: 814801

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

Customer Site Name: N/A
Customer Site No.: N/A
Customer Type: Government

Crown Site Name: FRIENDSWOOD # 5
JDE Business Unit: 814801
License Identifier: 596738
Type of Site: Crown Site

EXHIBIT D to Tower Site License Agreement

PRIME LEASE OR DEED

See Attached

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

GAC 2002022204 10 pgs

016-82-1853

Prepared by and upon recording mail to:
Phil van Aelstyn, Esq.

After recording, please return to:
First American Title Insurance Company
7370 College Parkway, Suite 104
Ft. Myers, FL 33907
Attn: Melody Martin

PAID

Cross Reference: see Exhibit B attached

STATE OF TEXAS)
COUNTY OF GALVESTON)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective as of the date this Assignment is fully executed by both parties, by and between **GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP**, a Delaware limited partnership d/b/a Verizon Wireless, with its principal offices located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 (the "Assignor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

W I T N E S S E T H

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

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WHEREAS, if recorded, the Site Lease is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has at the Initial Closing on this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned

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to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

[remainder of page intentionally left blank; signature pages
for both Assignor and Assignee follow]

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016-82-1856

Signature Page for Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP, a Delaware limited partnership d/b/a Verizon Wireless

By: GTE Wireless of Houston LLC, a Delaware limited liability company, its general partner

By: Alice C. Brennan
Name: ALICE C. BRENNAN
Title: ASST. SECRETARY

[Seal]

ACKNOWLEDGMENT

THE STATE OF New Jersey)
COUNTY OF Somerset)

Before me, the undersigned authority, on this day personally appeared ALICE C. BRENNAN, of GTE Wireless of Houston LLC, the general partner of GTE Mobilnet of South Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF July, 2001.

Bernadette Faiella
Notary Public,
State of _____
Notary's Printed Name: _____
My Commission Expires: _____

BERNADETTE FAIELLA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 20, 2005

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

016-82-1857

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company

By: _____
Name: ROBERT D. WARD
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, the undersigned authority, on this day personally appeared ROBERT D. WARD, of Crown Castle GT Company LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23 DAY OF August, 2000.

Cindy C. Leonard
Notary Public,
State of Georgia
Notary's Printed Name: Cindy C. Leonard
My Commission Expires: _____

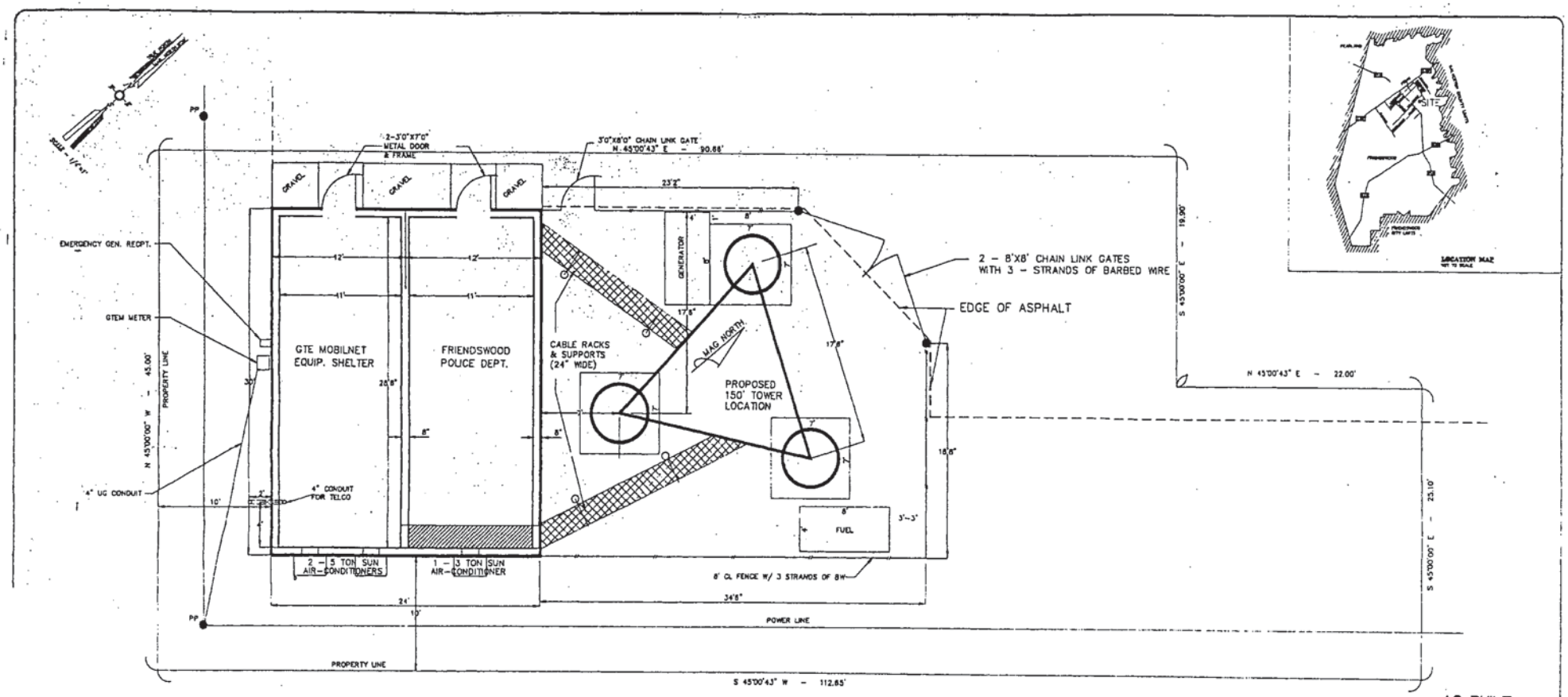
CINDY C. LEONARD
NOTARY
EXPIRES
GEORGIA
FEB. 11, 2001
PUBLIC
COBB COUNTY

016-82-1858

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

EXHIBIT A

PROPERTY ADDRESS:
109 1/2 E Willowich
Friendswood, TX



AS-BUILT
5-30-92

AS-BUILT NOTES:

1. THERE WAS NO EVIDENCE OF A 10" PVC DRAINAGE PIPE INSTALLED ON THE SOUTH SIDE OF SITE.
2. ALL PAVING WAS TO BE COMPACTED LIMESTONE BUT IT APPEARS TO BE ONLY GRAVEL.
3. THREE GROUND RODS EXITING THE SOUTH SIDE OF THE BUILDING ARE NOT INSTALLED PROPERLY. THEY ARE COMING OUT OF THE GROUND.
4. SITE WAS NOT LOCKED OR SECURED.

AS-BUILT NOTES

ROAD AND SITE PAVEMENT

WIDTH	NONE
MATERIAL	EXIST. ASPH.
DEPTH	
2' AROUND FENCE	SEE SITE
TURN-AROUND	NO
CULVERT SIZE	NONE
SIGN	NO

SITE

METER AND DISCONNECT	PER PLANS
ELECTRIC	PER PLANS
TELCO	PER PLANS
HOGS HEAD	NO
GENERATOR PAD	SEE SITE
FUEL PAD	SEE SITE
TOWER LOCATION	PER PLANS
BUILDING	PER PLANS
SITE DIMENSIONS	SEE SITE
CABLE SUPPORT	YES (2)

* INDICATES CHANGE OR DEFICIENCY FROM PLANS

FENCING AND GATE

HEIGHT	8'
BASEBOARDS	YES
CONCERTINA WIRE	NO
BARBED WIRE	3 STRANDS
POLE SIZE	4"(GATE) 3"(CORNERS)
GATE SIZE	16' AND 3'
GATE LATCH BACK	NO
GATE @ ROAD	NONE

GROUNDING

NO. BLDG. GROUNDS	10
NO. FENCE GROUNDS	3
NO. GATE GROUNDS	2
NO. TOWER GROUNDS	4
ANTENNA CABLE GROUND	YES
AC GROUNDED	YES
GROUNDING IN ISOLATION BOX	YES
GROUND BAR UNDER CABLE PORT	1
GROUND ROD @ GENERATOR PAD	NO
CAD-WELDS	SATISFACTORY

LEGEND:

- BARB WIRE FENCE
- PROPERTY LINE
- FF 100 — FINISHED FLOOR
- 1234 — EXISTING GRADES
- PP — POWER POLE
- GUY ANCHOR
- EXISTING NATURAL GROUND
- PROPOSED POWER LINE

No.	Date	Description	Approved
1.	19NOV	CULVERT & METER LOC.	
2.	20DEC	TOWER SIZE.	
3.	03JAN	TOWER ORIENTATION	

GTE Mobilnet®

FRIENDSWOOD MSA CELL SITE AD

ENLARGED SITE PLAN

Axis Engineering Company
11859 Jones Road, Houston, Texas 77070

Scale: 1/4"=1'0" Job No.
Date: 03 OCT 91 Dwn By: R.A. Appr By:

814801 AD

SHEET NO. SP2

of

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

EXHIBIT A-1

Site Lease Description

Lease Instrument dated 12/17/1991 by City of Friendswood, as Lessor and GTE Mobilnet of South Texas Limited Partnership (as Lessee, as the same may have been heretofore amended or assigned).

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016-82-1860

EXHIBIT B

Recording Information of Site Lease

Document(s) of record in Galveston County, Texas Records as follows:

Dated	Book	Page	Instrument #
4/11/2002			2002020205

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EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:	Initial Tenants:
12/5/1994	

as the same may have been heretofore amended

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EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

Manufacturer	Model	Max ERP	Distance	TIP Height
Kathrein	BP9-848	68.00	Ft	142.00
Kathrein	BP9-848	68.00	Ft	142.00
Kathrein	BP9-848	68.00	Ft	142.00

Microwave Equipment

Manufacturer	Model	Structure Height	Primary Center Line

N/A

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

2002 APR 19 10:50 AM 2002022204
YOUNG_P $27.00
Patricia Ritchie ,COUNTY CLERK
GALVESTON, TEXAS

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I
Friendswood
TX0196

LICENSE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This License Agreement is made and entered into this 17th day of December, 1991, by and between the City of Friendswood, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 109 East Willowick Avenue, Friendswood, Texas 77546, hereinafter referred to as "Licensor," and GTE Mobilnet of South Texas Limited Partnership, having its principal offices located at 100 Glenborough Drive, Suite 800, Houston, Texas 77067, hereinafter referred to as "Licensee."

W I T N E S S E T H:

1. Premises: Licensor hereby grants to Licensee the right, privilege, and license to use the following described lands located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

SEE EXHIBIT "A"

2. Use: The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises for the purpose of installing, constructing, and operating a transmission tower, radio and microwave communications equipment. Such equipment shall include, but is not limited to, an equipment building and emergency gasoline, butane, diesel, or other fuel powered generator, and to be situated on the Premises at a location suitable for Licensee's needs. Said building will house additional equipment necessary for Licensee's communication operations and the emergency generator will be used at Licensee's option, but in most cases only in the event of a power failure. For the purposes of this Agreement, the transmission tower and all of Licensee's equipment, building, generator, cables, wires, antennas, and microwave dishes and accessories shall hereinafter collectively be referred to as "Communications Equipment," or "Communications Center."

3. Term: The primary term of this License shall be for a period of ten (10) years, commencing on January 1, 1992 and terminating on January 1, 2002, subject to extensions as set forth in Paragraph 7 below.

4. Consideration:

A. In consideration for the License granted hereby, Licensee shall pay Licensor, at the address designated in

Friendswood - Sent to me on 1-25-95 EV

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Paragraph 9 below,
annually in advance. License Fees shall be due and payable on or before the first day of the month following the execution of this Agreement, subject, however, to Paragraph 18(F) below, and on or before each subsequent anniversary date hereof throughout the term of this License. In the event this License Agreement is extended beyond the primary term, as hereinafter provided, the yearly License Fee shall be adjusted in accordance with Paragraph 7 below.

B. Licensee agrees to assist Licensor in the upgrading and expansion of Licensor's existing communications equipment and facilities. This assistance will be accomplished by Licensee as follows: Licensee agrees to build a new communications building for Licensor and allow Licensor to place its radio equipment and antennas on Licensee's communications tower, to allow Galveston County to place its microwave telephone equipment on Licensee's communications tower, and to allow the Galveston County Sheriff's Department to place its communications antenna on Licensee's communications tower. In addition, Licensee agrees to install all of such antennas, wiring, cabling, etc., as necessary and pre-approved by Licensor and Licensee at the expense of Licensee. In exchange, all expenses for the building, antennas, wiring, cabling, etc., as described above and pre-approved by both Licensor and Licensee shall be considered as a credit and applied to future License Fees for the Premises. Example: If the total costs for Licensor's improvements are same would represent pre-paid License Fees for the first ten years, if annual License Fees were per year.

C. The attached Exhibit "C" is a list of the equipment to be installed on Licensee's communications tower by Licensor, Galveston County, and the Galveston County Sheriff's Department. The list contains the type, frequency, and location of the equipment on the tower and cannot be changed without prior approval of Licensee.

D. Licensee agrees to disassemble Licensor's existing communications tower located adjacent to the City Hall, 109 East Willowick, Friendswood, Texas, and to place the components thereof at a location or such premises as may be selected by Licensor.

5. <u>Access</u>: Licensee is hereby given and granted the right of ingress and egress over and across the Premises and such other lands owned by Licensor as may be reasonably required for the purpose of erection, installation, maintenance, and removal of such Communications Equipment and other necessary appurtenances and for access for telephone lines and power lines in connection with its cellular, radio, and microwave Communications Center. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter. Licensee, subject to approval by Licensor, which approval shall not be unreasonably withheld, may improve any

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lands of Licensor which are required for access to the Premises either by grading, graveling, or paving. Licensor agrees to grant to Licensee or to such Utility Companies as Licensee shall designate, an easement or easements for such utilities as Licensee deems necessary to serve the Premises (whether singular or plural, the "Utility Easement"). Licensor shall advise Licensee of any Utility Company requesting an easement over and across the Premises. Such Utility Easement shall be for the installation and maintenance (whether by Licensee or by its designated Utility Company) of equipment and facilities as are required to provide utility service to Licensee's Communications Center, and same shall be located from the point of connection with the Utility Company's distribution network to Licensee's building located on the Premises. The Utility Easement shall be sufficiently wide for the providing of the applicable utilities to the Premises, but in no event wider than thirty feet (30').

6. Utilities at Licensee's Cost: Licensee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee shall have an electrical current meter installed on the Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Licensee.

7. Extensions: Licensee shall have the option to extend this License by a series of four (4) additional terms of ten (10) years each so long as it has abided by the terms and conditions of the License and is not in default hereunder. Licensee shall give written notice to Licensor of its intention to extend during the last six (6) months of the primary term or any extension thereof, as the case may be, but in no event shall such notice be less than thirty (30) days prior to the expiration of any such term. In the event Licensee exercises its option to extend this License, the License Fee shall be adjusted at the end of each ten (10) year period and each adjustment shall be based on the U. S. Department of Commerce "National Consumer Price Index" for all Urban Consumers ("CPI-U") Houston, Galveston, Brazoria, Texas average indicator and shall be determined by dividing the CPI-U indicator from the most recent published indicator prior to the adjustment date, by the CPI-U indicator published ten (10) years prior to the adjustment date, and multiply the resultant number by the yearly License Fee of the most recent past license term. Provided, however, the new yearly License Fee increase shall in no case be less than or more than , of the immediately preceding annual License Fee.

8. Holding Over: If Licensee should remain in possession of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensor and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis,

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subject to all the covenants and obligations of this License Agreement and at a monthly License Fee equal to of the License fee in effect at the time of expiration of the prior term.

9. Notice: Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensor:

City of Friendswood
109 E. Willowick
Friendswood. TX 77546

If to Licensee:

GTE Mobilnet of South Texas Limited Partnership
100 Glenborough Drive, Suite #800
Houston, TX 77067

Attn: Ms. Joyce Mack

With copy to:

GTE Mobilnet Service Corp.
245 Perimeter Center Parkway
Atlanta, GA 30346

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

10. Liability and Indemnity: Licensee agrees, to the extent permitted by law, to indemnify and save Licensor harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission, including any negligence, gross negligence, or intentional act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensor, its agents and employees, from all claims for any damage or injury caused by or as a result of any act or omission of Licensee, its agents, employees, or contractors, including any negligence, gross negligence, or intentional act of whatsoever nature.

Licensor agrees, to the extent permitted by law, to indemnify and save Licensee harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission, including any negligence, gross negligence, or intentional act of

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whatsoever nature, of Licensor or Licensor's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement.

11. Termination: Licensee shall have the right to terminate this License at any time upon any of the following events:

A. Upon providing Licensor six (6) months written notice;

B. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained, or is revoked, or if Licensee determines the cost of obtaining or retaining such approval is prohibitive; or

C. If Licensee determines that the property is not appropriate for locating its Communications Equipment for technological reasons including, but not limited to, signal interference.

Licensee shall give Licensor thirty (30) days written notice of termination of this License under the terms of this Paragraph 11, Sections B and C. Upon notice of termination by Licensee, Licensor has the option of purchasing the tower and Licensee's building (if building is built as a permanent "block" structure and cannot be moved) for the price of or to have the tower and building removed and the land restored to as near its original condition as possible, save and except normal wear and tear and acts beyond Licensee's control.

12. Defaults and Remedies: Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:

A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensor; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensor may, at its option, terminate this License without affecting its right to sue for all past due

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License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

13. Taxes: Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If such tax is paid by Licensor, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

14. Insurance: Licensee shall, at its expense, maintain in force during the term of this License, a combined single limit policy of bodily injury and property damage insurance, with a limits of not less than One Million Dollars ($1,000,000), insuring Licensor and Licensee against all liability arising out of the use, occupancy, or maintenance of the Premises and appurtenant areas, which policy shall be endorsed as a primary insurance to Licensor.

15. Tests: Licensee is hereby granted the right to survey and to conduct soil tests, radio coverage tests, or any other investigation needed to determine if the surface and location of the Premises is suitable for construction of a cellular, radio and microwave Communications Center prior to commencement of this License. Notwithstanding the foregoing, in the event Licensee does enter the Premises for the conduct of such inspections or investigations as herein provided, the indemnity provisions of Paragraph 10 hereof shall apply and Licensee expressly acknowledges same as partial consideration for its right of entry onto the Premises for such purposes.

16. Fixtures: Licensor covenants and agrees that with the exception of the building, antennas, wiring, cabling, etc. as described in Paragraph 2 hereof, no part of the improvements constructed, erected, or placed by Licensee on the Premises or other real property owned by Licensor shall be or become, or be considered as being, affixed to or a part of Licensor's real property and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Licensor to covenant and agree that all improvements of very kind and nature constructed, erected, or placed by Licensee on the Premises or other real property owned by Licensor shall be and remain the property of Licensee.

17. Assignment: The License granted hereby shall be personal in nature and shall not be assigned by Licensee, in whole or in part, without the prior written consent of Licensor.

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Licensee may, however, assign its rights hereunder or any part hereof without the consent of Licensor if the Assignment is made to an affiliate of GTE Mobilnet Incorporated.

18. Other Conditions:

A. Licensor acknowledges that following the execution of this License Agreement, Licensee will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes, and/or permits and approvals necessary for the construction, operation, and maintenance of a cellular mobile telephone facility ("Communications Center") and related antennas, cables, conduits, wires, and electronic and other equipment on the Premises ("Local Permits"). Licensor agrees to fully cooperate with Licensee in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the Local Permits.

B. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

C. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.

D. Licensor covenants and agrees that, at all times during the continuance of this License, Licensee shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this License or the Licensor's interest of Licensee created hereby, together with all of Licensee's right, title, and interest in and improvements hereinafter constructed, erected, or placed on the Premises by Licensee, provided always that no such mortgage, conveyance, or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of Licensor as provided herein, or affect the rights of Licensor to its property located upon the Premises.

E. During the term of this License, and in exercising the rights, powers, privileges, and immunities provided hereunder, Licensee shall be entitled to fence in such portions

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of the Premises as is reasonably needed for its improvement and for the proper and efficient operation of said Communications Equipment. In most cases, Licensee will only fence reasonable areas around Licensee's building, transmission tower, and each individual guy post (if a guyed tower is utilized). Licensor shall not prohibit Licensee's access to the Premises or be entitled to use such portion so fenced, for any purposes. However, Licensor shall have the privilege of using that portion of the surface of the Premises not enclosed so long as Licensor does not interfere with Licensee's operations. Licensor further agrees, to the extent permitted by law, to indemnify and save Licensee harmless from all claims arising or alleged to arise from any act or omission of Licensor or Licensor's agents, employee, or contractors, or other licensees of Licensor within such portion of the Premises not fenced in.

F. The terms of this License remain contingent upon clearance of all liens, encumbrances, and exceptions to property title existing as of the date of license execution which could affect Licensee's abilities to use the Premises as contemplated hereby. Licensor shall be advised in writing by Licensee at the conclusion of its title investigation of any liens, encumbrances, and exceptions which are not acceptable to Licensee and which Licensee feels cannot be disposed of to Licensee's satisfaction. License Fees shall not commence on the property until title exceptions are investigated and determined acceptable to Licensee. All title investigation conducted by Licensee shall be conducted within fifteen (15) days following the effective date hereof, and failure to serve notice to Licensor of defects in such title within such fifteen (15) day period shall constitute approval thereof by Licensee.

G. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.

19. <u>Severability and Substitution of Valid Provisions</u>: In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

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20. Memorandum of License: Following the execution of this License, either party, at its sole expense, shall be entitled to file the Memorandum of License (attached as Exhibit "B") of record in the County where the Premises is located.

21. Entire Agreement and Binding Effect: This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By: _____
Paul W. Schrader, Mayor

ATTEST:

_____ 12-17-91
Deloris Archer, CMC
City Secretary

LICENSEE:

GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP; GTE MOBILNET OF HOUSTON INCORPORATED, GENERAL PARTNER

INITIAL DW 12-9-91

By: _____
Eileen O'Neill Odum, Vice President - General Manager, GTE Mobilnet of Houston Incorporated

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ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Paul W. Schrader, Mayor of the City of Friendswood, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of December, 1991.

(SEAL)

Deloris Archer
Notary Public In and For The State of Texas

Deloris Archer
(Printed or Typed Name)

My Commission Expires: 7-18-92

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Eileen O'Neill Odum, Vice President - General Manager GTE Mobilnet of Houston Incorporated, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, 1991.

(SEAL)

Georgianna Mack
Notary Public In and For The State of Texas

Georgianna Mack
(Printed or Typed Name)

My Commission Expires: 6-1-92

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FRIENDSWOOD
814801

STATE OF TEXAS §

COUNTY OF GALVESTON §

A **METES AND BOUNDS** description of a 0.1063 acre (4,632 square feet) tract of land situated in the Sarah McKissick Survey, Abstract No. 151, Galveston County, Texas: being out of Lot 9 in Block 2 of the Subdivision of Friendswood, plat of which is recorded in Volume 254-A, Page 18 of the Galveston County Map Records; being out of Lots 19 and 20 of Hoover Subdivision, an unrecorded subdivision, plat of which is available from the Friendswood Independent School District tax office; and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of the southwesterly right-of-way line of Morningside Drive (60 feet wide) and the southeasterly right-of-way line of Willowick Drive (60 feet wide) marking the northernmost corner of Lot 17 of said unrecorded Hoover Subdivision;

THENCE, South 45° 08′ 27″ West, 280.06 feet along said southeasterly right-of-way line of Willowick Drive to 2" iron pipe found at the northernmost corner of Lot 21 of said Hoover Subdivision;

THENCE, South 45° 00′ 00″ East, 140.71 feet along the northerly line of said Lot 21 to a 5/8" iron rod (with cap stamped "Cotton Surveying") set at the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 45° 00′ 43″ East, 90.66 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59′ 17″ East, 19.90 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, North 45° 00′ 43″ East, 22.00 feet to a "PK" nail (with shiner marked "Cotton Surveying") set for corner;

THENCE, South 44° 59′ 17″ East, 25.10 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner in the northwesterly line of Lot 14 of said Hoover Subdivision;

THENCE, South 45° 00′ 43″ West, 112.65 feet along the northwesterly line of Lots 13 and 14 of said Hoover Subdivision to a 1/2-inch iron rod found at the southerly corner of Lot 20;

THENCE, North 45° 00′ 00″ West, 45.00 feet along the northeasterly line of aforesaid Lot 21 to the **POINT OF BEGINNING, CONTAINING** 0.1063 acre of land in Galveston County, Texas, as shown on Drawing No. 2490 in the offices of Cotton Surveying Company in Houston, Texas.

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EXHIBIT "A"

Attached to and made a part of that certain LICENSE AGREEMENT dated December 17, 1991, by and between the City of Friendswood, Texas ("Licensor"), and GTE Mobilnet of South Texas Limited Partnership ("Licensee").

(A drawing, sketch and/or legal description will be placed on this page until a survey can be completed and inserted as the "Premises".)

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EXHIBIT "B"

MEMORANDUM OF LICENSE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

THIS MEMORANDUM OF LICENSE AGREEMENT is made and entered into this 17th day of December, 1991, by and between the City of Friendswood, Texas ("Licensor"), whose address is 109 E. Willowick Avenue, Friendswood, Texas 77546, and GTE Mobilnet of South Texas Limited Partnership ("Licensee"), whose address is 100 Glenborough Drive, Suite 800, Houston, Texas 77067.

W I T N E S S E T H:

WHEREAS, Licensor has granted unto Licensee the right, privilege, and license to use and occupy, subject to the terms, covenants, conditions, limitations, and restrictions contained in that certain License Agreement dated December 17, 1991 ("Agreement"), between the parties hereto, that certain real property situated in the County of Galveston, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof ("Premises").

The term of the Agreement is for ten (10) years, commencing on January 1, 1992, subject to Licensee's option to extend the term for four (4) additional periods of ten (10) years each upon the terms and conditions set forth in the Agreement.

The License Fees and other obligations of Licensor and Licensee are set forth in the Agreement, to which reference is made for further particulars. In the event of any conflict between the terms and provisions of the Agreement and those contained in this Memorandum, those contained in the Agreement shall govern and be controlling.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By: Paul W. Schrader
Paul W. Schrader, Mayor

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Eileen O'Neill Odum, Vice President - General Manager GTE Mobilnet of Houston Incorporated, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being duly authorized to execute said instrument, executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, 1991.

(SEAL)

Georgianna Mack
Notary Public In and For The State of Texas

Georgianna Mack
(Printed or Typed Name)

My Commission Expires: 6-1-92

DocuSign Envelope ID: 2B8C69D6-7E9F-4192-845F-DB27459A126F

EXHIBIT "C"

EQUIPMENT LIST

This page shall contain a list of all equipment to be placed on Licensee's Communications Tower. The list shall contain the type, frequency, and location of each piece of equipment.

Certificate Of Completion

Envelope Id: 2B8C69D67E9F4192845FDB27459A126F

Status: Sent

Subject: BU-814801_PLIC-596738_App-397783_South Area_FRIENDSWOOD # 5_Friendswood TX, City of

BusinessUnit: 814801

District: HOU

Area: STA

License: 596738

ApplicationId: 397783

Source Envelope:

Document Pages: 64

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Katrina Miles at Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Katrina.Miles@crowncastle.com
IP Address: 64.213.130.241

Record Tracking

Status: Original
5/21/2018 | 8:09:21 AM

Holder: Brittany Jones at Crown Castle
brittany.jones@crowncastle.com

Location: DocuSign

Status: Original
6/29/2018 | 10:42:04 AM

Holder: Katrina Miles at Crown Castle
Katrina.Miles@crowncastle.com

Location: DocuSign

Signer Events	Signature	Timestamp
Christopher Collins Christopher.Collins@crowncastle.com Security Level: .Email ID: 10c7f20b-e18e-4834-a273-970252aaf44e 5/23/2018 | 10:00:52 AM **Electronic Record and Signature Disclosure:** Accepted: 5/23/2018 | 10:01:00 AM ID: ef56bbc5-3e11-4bae-b732-b7a4139aa736	**Completed** Using IP Address: 50.197.38.250	Sent: 5/23/2018 | 8:05:22 AM Viewed: 5/23/2018 | 10:01:00 AM Signed: 5/23/2018 | 10:01:06 AM
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Execution Specialist executionspecialist.embedded@crowncastle.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
System Sync system.sync@crowncastle.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Crown Manager, Contract Development Signing Group: Crown Manager, Contract Development Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
KC Rogers fwdcity@ci.friendswood.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/30/2018 | 1:58:46 PM ID: def97b97-97bc-4334-9b8f-5f6bf10c1563		Sent: 5/23/2018 | 10:19:30 AM Viewed: 5/30/2018 | 1:58:46 PM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tim Mlatnik Tim.Mlatnik@crowncastle.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/23/2018 | 10:19:30 AM

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/23/2018 | 10:19:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com , requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000
To contact us by email, send messages to: esignature@CrownCastle.com
To contact us by paper mail, send correspondence to
Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the “I agree” button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl.E.Johnson@co.galveston.tx.us

July 9, 2018

See distribution list:
The 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 June, 2018 is true and correct.

Under my hand and seal this 9th day of July, 2018.

Cheryl E. Johnson
Tax Assessor/Collector

cc: Perdue, Brandon, Fielder, Collins, & Mott
Linebarger, Goggan, Blair, & Simpson
Randall Rice, County Auditor
Affiliated taxing entities (individual entity report, see distribution list)

Distribution List:

Sally Diaz
Drainage District #1
P.O. Box 591
Santa Fe, TX 77517

Teresa Peace
Drainage District #2
P.O. Box 624
La Marque, TX 77568

Debbie Jordan, CPA
City of Galveston
823 Rosenberg, 3RD Floor
Galveston, TX 77550

Trudy Trochesset
College of the Mainland
1200 Amburn Road
Texas City, TX 77591

Steve Jefferson
Galveston County FWSD #6
802 Tiki Drive Route 2
Galveston, TX 77554

Jeff Engbrock
Galveston Community College District
4015 Ave Q
Galveston, TX 77550

Susie Perrin
WCID #19
P.O. Box 105
Hitchcock, TX 77563

Chris Heard
City of Dickinson
4403 Hwy 3
Dickinson, TX 77539

Janice Hoffman
San Leon Mud
P.O.Box 5506
San Leon, TX 77539

Lisa Mitchell
City of Bayou Vista
2929 HWY 6, Suite 100
Hitchcock, TX 77563

City of La Marque
1111 Bayou
La Marque, TX 77568

Dickinson I.S.D.
Business Services
P.O. Drawer Z
Dickinson, TX 77539

Patricia Collins
Texas City I.S.D.
1700 9th Ave N
Texas City, TX 77590

Lucy Dieringer
City of Hitchcock
7423 HWY 6
Hitchcock, TX 77563

Hitchcock ISD
ATTN: Accounts Payable
7801 Neville Ave Bldg B
Hitchcock, TX 77563

Karen McDaniel, Secretary
City of Clear Lake Shores
1006 South Shore Drive
Clear Lake Shores, TX 77565

Howard Katz
Emergency Services District #1
820 Gessner Rd. Suite 1710
Houston, TX 77024-8261

Janet Davis
City of Santa Fe
P.O. Box 950
Santa Fe, TX 77510

Brandee Lawther, Secretary
Village of Tiki Island
802 Tiki Drive, Route 2
Galveston, TX 77554

Frank Incaprera
Navigation District #1
2121 Market Street., Suite 211
Galveston, TX 77550

Cindy S. Edge, CGFO
Director of Admin. Services
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Debra Jones
Galveston I.S.D.
3904 Ave T
Galveston, TX 77551

John Brick
City of Jamaica Beach
P.O. Box 5264
Galveston, TX 77554

Christopher B. Richardson
Strawn & Richardson P.C.
WCID # 12
6750 West Loop South, Suite 250
Bellaire, TX 77401

Kathy Pierce
City of Kemah
1401 Hwy 146
Kemah, TX 77565

Yvonne Manis
Bacliff M.U.D. #4
P.O. Box 8717
Bacliff, TX 77518-8717

ESD #2
George Strong-Treasurer
PO Box 1575
Crystal Beach, TX 77650

Tina Lee
High Island I.S.D.
P.O. Box 246
High Island, TX 77623

City of Texas City
P.O. Box 2608
Texas City, TX 77592

Aurora Amaro
W.C.I.D #1
P. O. Box 307
Dickinson, TX 77539

Miranda Sandstrum
Bayview M.U.D.
309 Miles Road
Bacliff, TX 77518

Rebecca Underhill,
Director of Finance
City of League City
300 West Walker
League City, TX 77573

Angie Barrera
Galveston County M.U.D. #12
2929 Hwy 6, Suite 300
Hitchcock, TX 77563

Mike Darlow
Dickinson I.S.D. Attorney
1235 North Loop West, Suite 600
Houston, TX 77008

Bill Russell-Tara Glen MUD
C/O Myrtle Cruz Inc.
3401 Louisiana St., Suite 400
Houston, TX 77002

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.432349	124,841.11	.00	8,500.31	.00	133,341.42	1,762.92	.00	.00	135,104.34
	I & S	.095000	27,431.38	.00	1,867.72	.00	29,299.10	.00	.00	.00	29,299.10
	TOTAL	.527349	152,272.49	.00	10,368.03	.00	162,640.52	1,762.92	.00	.00	164,403.44
2016	M & O	.462000	8,458.57	.00	2,510.37	.00	10,968.94	2,683.85	.00	.00	13,652.79
	I & S	.084000	1,537.93	.00	456.42	.00	1,994.35	.00	.00	.00	1,994.35
	TOTAL	.546000	9,996.50	.00	2,966.79	.00	12,963.29	2,683.85	.00	.00	15,647.14
2015	M & O	.497200	1,300.10	.00	488.43	.00	1,788.53	409.14	.00	.00	2,197.67
	I & S	.071500	186.95	.00	70.26	.00	257.21	.00	.00	.00	257.21
	TOTAL	.568700	1,487.05	.00	558.69	.00	2,045.74	409.14	.00	.00	2,454.88
2014	M & O	.530300	512.19	.00	271.03	.00	783.22	174.69	.00	.00	957.91
	I & S	.061100	59.03	.00	31.22	.00	90.25	.00	.00	.00	90.25
	TOTAL	.591400	571.22	.00	302.25	.00	873.47	174.69	.00	.00	1,048.16
2013	M & O	.530300	282.77	.00	182.79	.00	465.56	102.87	.00	.00	568.43
	I & S	.061100	32.59	.00	21.06	.00	53.65	.00	.00	.00	53.65
	TOTAL	.591400	315.36	.00	203.85	.00	519.21	102.87	.00	.00	622.08
2012	M & O	.530700	198.34	.00	152.72	.00	351.06	78.98	.00	.00	430.04
	I & S	.066300	24.78	.00	19.08	.00	43.86	.00	.00	.00	43.86
	TOTAL	.597000	223.12	.00	171.80	.00	394.92	78.98	.00	.00	473.90
2011	M & O	.521800	218.52	.00	194.48	.00	413.00	93.43	.00	.00	506.43
	I & S	.068400	28.64	.00	25.49	.00	54.13	.00	.00	.00	54.13
	TOTAL	.590200	247.16	.00	219.97	.00	467.13	93.43	.00	.00	560.56
2010	M & O	.519800	44.23	.00	44.68	.00	88.91	20.02	.00	.00	108.93
	I & S	.065300	5.56	.00	5.61	.00	11.17	.00	.00	.00	11.17
	TOTAL	.585100	49.79	.00	50.29	.00	100.08	20.02	.00	.00	120.10
2009	M & O	.499700	42.52	.00	48.05	.00	90.57	21.01	.00	.00	111.58
	I & S	.080000	6.81	.00	7.69	.00	14.50	.00	.00	.00	14.50
	TOTAL	.579700	49.33	.00	55.74	.00	105.07	21.01	.00	.00	126.08
2008	M & O	.509700	17.89	.00	22.37	.00	40.26	9.16	.00	.00	49.42
	I & S	.070000	2.46	.00	3.07	.00	5.53	.00	.00	.00	5.53
	TOTAL	.579700	20.35	.00	25.44	.00	45.79	9.16	.00	.00	54.95
2007	M & O	.501600	17.60	.00	23.77	.00	41.37	9.51	.00	.00	50.88
	I & S	.074800	2.63	.00	3.54	.00	6.17	.00	.00	.00	6.17
	TOTAL	.576400	20.23	.00	27.31	.00	47.54	9.51	.00	.00	57.05

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		135,933.84	.00	12,439.00	.00	148,372.84	5,365.58	.00	.00	153,738.42
ALL	I & S		29,318.76	.00	2,511.16	.00	31,829.92	.00	.00	.00	31,829.92
ALL	TOTAL		165,252.60	.00	14,950.16	.00	180,202.76	5,365.58	.00	.00	185,568.34
DLQ	M & O		11,092.73	.00	3,938.69	.00	15,031.42	3,602.66	.00	.00	18,634.08
DLQ	I & S		1,887.38	.00	643.44	.00	2,530.82	.00	.00	.00	2,530.82
DLQ	TOTAL		12,980.11	.00	4,582.13	.00	17,562.24	3,602.66	.00	.00	21,164.90
CURR	M & O		124,841.11	.00	8,500.31	.00	133,341.42	1,762.92	.00	.00	135,104.34
CURR	I & S		27,431.38	.00	1,867.72	.00	29,299.10	.00	.00	.00	29,299.10
CURR	TOTAL		152,272.49	.00	10,368.03	.00	162,640.52	1,762.92	.00	.00	164,403.44

FISCAL START: 08/01/2017 END: 07/31/2018 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,264,000,598	144,382,485	3,408,383,083	00.527349	17,569,799.20	16,258

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	16,816,368.54	753,430.66	753,430.66	17,277,693.56	17,277,693.56	292,105.64	98.34	0.00
2016	167,621.71	26,614.93-	26,614.93-	90,489.72	90,489.72	50,517.06	64.17	0.00
2015	43,241.57	7,059.29	7,059.29	27,835.79	27,835.79	22,465.07	55.34	0.00
2014	35,109.90	7,613.67	7,613.67	19,595.93	19,595.93	23,127.64	45.87	0.00
2013	26,342.64	8,109.64	8,109.64	16,533.54	16,533.54	17,918.74	47.99	0.00
2012	21,447.65	7,892.79	7,892.79	15,139.89	15,139.89	14,200.55	51.60	0.00
2011	15,195.88	6.49-	6.49-	2,032.82	2,032.82	13,156.57	13.38	0.00
2010	12,873.11	6.44-	6.44-	693.45	693.45	12,173.22	5.39	0.00
2009	14,414.19	53.58-	53.58-	419.32	419.32	13,941.29	2.92	53.58-
2008	10,931.67	.00	0.00	310.35	310.35	10,621.32	2.84	0.00
2007	7,336.43	.00	0.00	188.78	188.78	7,147.65	2.57	0.00
2006	4,103.27	.00	0.00	52.67	52.67	4,050.60	1.28	0.00
2005	2,532.46	.00	0.00	5.13	5.13	2,527.33	.20	0.00
2004	655.92	.00	0.00	5.43	5.43	650.49	.83	0.00
2003	652.55	.00	0.00	5.43	5.43	647.12	.83	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85		0.00
2001	941.66	.00	0.00	0.00	0.00	941.66		0.00
2000	996.69	.00	0.00	0.00	0.00	996.69		0.00
1999	481.49	.00	0.00	0.00	0.00	481.49		0.00
1998	551.21	.00	0.00	0.00	0.00	551.21		0.00
1997	838.82	.00	0.00	91.20	91.20	747.62	10.87	0.00
1996	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	17,183,562.21	757,424.61	757,424.61	17,451,093.01	17,451,093.01	489,893.81		53.58-

REVERSALS DETAIL SCHEDULE
FROM: 06/01/2018 THRU 06/30/2018
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2015	33606142018T	405236	201703	79.81-	0.00	11.17-	18.20-CERT	0.00	109.18-
2015	33606142018T	405236	201710	688.70-	0.00	144.63-	166.67-CERT	0.00	1,000.00-
		2015 TOTAL		768.51-	0.00	155.80-	184.87-	0.00	1,109.18-
2016	RF180613	1057910000011	201707	136.50-	0.00	24.57-	32.21-HK20	193.28	0.00
2016	RF180613	1057910000011	201707	0.00	0.00	0.00	0.00 HK20	193.28-	193.28-
2016	RF180627	1277950080037	201612	0.00	0.00	0.00	0.00 HK21	612.85-	612.85-
2016	RF180627	1277950080037	201612	612.85-	0.00	0.00	0.00 HK21	612.85	0.00
2016	33606142018T	405236	201706	225.68-	0.00	33.85-	0.00 CERT	0.00	259.53-
2016	33606142018T	405236	201611	282.73-	0.00	0.00	0.00 CERT	0.00	282.73-
		2016 TOTAL		1,257.76-	0.00	58.42-	32.21-	0.00	1,348.39-
2017	RF180605	1004100000008	201712	0.00	0.00	0.00	0.00 HK09	151.27-	151.27-
2017	RF180605	1004100000008	201712	151.27-	0.00	0.00	0.00 HK09	151.27	0.00
2017	RF180627	1043970000023	201712	0.00	0.00	0.00	0.00 HK10	238.50-	238.50-
2017	RF180627	1043970000023	201712	238.50-	0.00	0.00	0.00 HK10	238.50	0.00
2017	RF180627	1043990010113	201712	269.28-	0.00	0.00	0.00 HK10	269.28	0.00
2017	RF180627	1043990010113	201712	0.00	0.00	0.00	0.00 HK10	269.28-	269.28-
2017	RF180627	1050070000040	201712	0.00	0.00	0.00	0.00 HK10	126.83-	126.83-
2017	RF180627	1050070000040	201712	126.83-	0.00	0.00	0.00 HK10	126.83	0.00
2017	RF180605	1057910000011	201805	11.06-	0.00	1.44-	0.00 HK09	12.50	0.00
2017	RF180605	1057910000011	201805	0.00	0.00	0.00	0.00 HK09	12.50-	12.50-
2017	RF180605	1057910000011	201803	0.00	0.00	0.00	0.00 HK09	131.66-	131.66-
2017	RF180605	1057910000011	201803	120.78-	0.00	10.88-	0.00 HK09	131.66	0.00
2017	RF180627	1084720000015	201712	0.00	0.00	0.00	0.00 HK10	285.17-	285.17-
2017	RF180627	1084720000015	201712	285.17-	0.00	0.00	0.00 HK10	285.17	0.00
2017	RF180605	1172920010001	201801	364.65-	0.00	0.00	0.00 HK09	364.65	0.00
2017	RF180605	1172920010001	201801	0.00	0.00	0.00	0.00 HK09	364.65-	364.65-
2017	RF180605	1198830020001	201801	0.00	0.00	0.00	0.00 HK09	2,244.80-	2,244.80-
2017	RF180605	1198830020001	201801	2,244.80-	0.00	0.00	0.00 HK09	2,244.80	0.00
2017	RF180605	1224680040005	201711	105.47-	0.00	0.00	0.00 HK09	105.47	0.00
2017	RF180605	1224680040005	201711	0.00	0.00	0.00	0.00 HK09	105.47-	105.47-
2017	817898061918	1254280010004	201806	537.88-	0.00	0.00	0.00 2017	0.00	537.88-
2017	RF180627	1277950080037	201801	0.00	0.00	0.00	0.00 HK10	603.12-	603.12-
2017	RF180627	1277950080037	201801	603.12-	0.00	0.00	0.00 HK10	603.12	0.00
2017	RF180605	1277950090007	201801	187.43-	0.00	0.00	0.00 HK09	187.43	0.00
2017	RF180605	1277950090007	201801	0.00	0.00	0.00	0.00 HK09	187.43-	187.43-
2017	RF180605	1294700010009	201712	270.82-	0.00	0.00	0.00 HK09	270.82	0.00
2017	RF180605	1294700010009	201712	0.00	0.00	0.00	0.00 HK09	270.82-	270.82-
2017	RF180605	1294700030003	201801	0.00	0.00	0.00	0.00 HK09	25.95-	25.95-
2017	RF180605	1294700030003	201801	25.95-	0.00	0.00	0.00 HK09	25.95	0.00

REVERSALS DETAIL SCHEDULE
FROM: 06/01/2018 THRU 06/30/2018
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2017	RF180605	1294700060012	201712	0.00	0.00	0.00	0.00	HK09	285.89-	285.89-
2017	RF180605	1294700060012	201712	285.89-	0.00	0.00	0.00	HK09	285.89	0.00
2017	RF180605	1294700060020	201802	0.00	0.00	0.00	0.00	HK09	6.42-	6.42-
2017	RF180605	1294700060020	201801	0.00	0.00	0.00	0.00	HK09	125.84-	125.84-
2017	RF180605	1294700060020	201801	125.84-	0.00	0.00	0.00	HK09	125.84	0.00
2017	RF180605	1294700060020	201802	6.00-	0.00	0.42-	0.00	HK09	6.42	0.00
2017	RF180605	1294700060022	201801	0.00	0.00	0.00	0.00	HK09	42.18-	42.18-
2017	RF180605	1294700060022	201801	42.18-	0.00	0.00	0.00	HK09	42.18	0.00
2017	844899060518	1351990010001	201806	8,496.68-	0.00	1,274.50-	0.00	2017	0.00	9,771.18-
2017	762061818TR2	168705	201712	556.72-	0.00	0.00	0.00	02S1	0.00	556.72-
2017	879061218PHC	201570	201805	240.82-	0.00	0.00	0.00	02S1	0.00	240.82-
2017	762061918TR	202359	201802	274.36-	0.00	19.20-	0.00	TEST	0.00	293.56-
2017	762061918TR	202513	201802	519.60-	0.00	36.38-	0.00	TEST	0.00	555.98-
2017	844899060518	288650	201806	351.75-	0.00	24.62-	0.00	17S7	0.00	376.37-
2017	762060518TR	299110	201804	332.07-	0.00	0.00	0.00	TEST	0.00	332.07-
2017	33606142018T	405236	201801	616.24-	0.00	0.00	0.00	17S7	0.00	616.24-
2017	33606142018T	405236	201712	2,626.96-	0.00	0.00	0.00	17S7	0.00	2,626.96-
2017	762061918TR	432200	201804	35.73-	0.00	3.93-	0.00	TEST	0.00	39.66-
2017	832869060618	511229	201805	420.29-	0.00	0.00	0.00	17S710TX079	0.00	420.29-
2017	879061218PHC	512111	201805	622.27-	0.00	0.00	0.00	TEST	0.00	622.27-
		2017 TOTAL		21,096.41-	0.00	1,371.37-	0.00		0.00	22,467.78-
		TOTAL REVERSALS		23,122.68-	0.00	1,585.59-	217.08-		0.00	24,925.35-

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	4,271,816,787	3,655,904,976	43,883,319	42,910-	43,840,409	3,699,745,385
AG EXCLUSION	18,989,755	18,989,755	821,389	263,590-	557,799	19,547,554
IMPROVEMENTS	615,911,811	615,911,811	144,815,891	3,615,789-	141,200,102	757,111,913
APPRAISED VALUE	4,271,816,787	4,271,816,787	188,699,210	3,658,699-	185,040,511	4,456,857,298
EXEMPTIONS	988,826,434	988,826,434	32,194,115	7,906,112	40,658,026	1,029,484,460
TAXABLE VALUE	3,264,000,598	3,264,000,598	155,683,706	11,301,221-	144,382,485	3,408,383,083
LEVY	16,816,368.54	16,816,368.54	1,051,086.76	297,656.10-	753,430.66	17,569,799.20
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	463	97	100	10,105
OVER 65	2,854	2,854	95	37	37	2,891
DISABLED	0	0	13	8	8	8
VETERAN	207	207	12	10	10	217
TOTAL EXEMPT	647	647	0	0	0	647

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	3,999,127,118	3,429,239,107	0	97,774-	97,774-	3,429,141,333
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	2,362,836	2,065,996-	296,840	570,184,851
APPRAISED VALUE	3,999,127,118	3,999,127,118	2,362,836	2,163,770-	199,066	3,999,326,184
EXEMPTIONS	968,850,710	968,850,710	782,007	4,571,376	5,353,383	974,204,093
TAXABLE VALUE	3,016,840,195	3,016,840,195	1,580,829	6,735,146-	5,154,317-	3,011,685,878
LEVY	167,621.71	167,621.71	8,585.31	35,200.24-	26,614.93-	141,006.78
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	1	39	39	9,952
OVER 65	2,721	2,721	0	22	22	2,743
DISABLED	0	0	1	2	2	2
VETERAN	242	242	0	3	3	245
TOTAL EXEMPT	642	642	0	0	0	642

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	3,624,772,568	3,125,559,710	0	0	0	3,125,559,710
AG EXCLUSION	17,997,504	17,997,504	0	0	0	17,997,504
IMPROVEMENTS	499,212,858	499,212,858	991,929	315,676-	676,253	499,889,111
APPRAISED VALUE	3,624,772,568	3,624,772,568	991,929	315,676-	676,253	3,625,448,821
EXEMPTIONS	906,250,004	906,250,004	52,000	296,023-	244,023-	906,005,981
TAXABLE VALUE	2,700,525,060	2,700,525,060	939,929	19,653-	920,276	2,701,445,336
LEVY	43,241.57	43,241.57	5,312.37	1,746.92	7,059.29	50,300.86
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	1	4-	4-	9,421
OVER 65	2,517	2,517	0	2-	2-	2,515
DISABLED	170	170	1	0	0	170
VETERAN	231	231	0	0	0	231
TOTAL EXEMPT	632	632	0	0	0	632

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	3,220,611,338	2,761,917,896	0	0	0	2,761,917,896
AG EXCLUSION	22,656,763	22,656,763	0	0	0	22,656,763
IMPROVEMENTS	458,693,442	458,693,442	983,763	97,303-	886,460	459,579,902
APPRAISED VALUE	3,220,611,338	3,220,611,338	983,763	97,303-	886,460	3,221,497,798
EXEMPTIONS	739,118,459	739,118,459	45,000	119,694-	74,694-	739,043,765
TAXABLE VALUE	2,458,836,116	2,458,836,116	938,763	22,391	961,154	2,459,797,270
LEVY	35,109.90	35,109.90	5,551.84	2,061.83	7,613.67	42,723.57
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	1	2-	2-	9,646
OVER 65	2,524	2,524	0	0	0	2,524
DISABLED	176	176	1	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2013
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
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	1,048,652	66,605-	982,047	982,047
APPRAISED VALUE	3,137,530,828	3,137,530,828	1,048,652	66,605-	982,047	3,138,512,875
EXEMPTIONS	704,624,861	704,624,861	45,000	95,671-	50,671-	704,574,190
TAXABLE VALUE	2,409,615,148	2,409,615,148	1,003,652	29,066	1,032,718	2,410,647,866
LEVY	26,342.64	26,342.64	5,935.60	2,174.04	8,109.64	34,452.28
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,611	9,611	1	2-	2-	9,609
OVER 65	2,398	2,398	0	0	0	2,398
DISABLED	183	183	1	0	0	183
VETERAN	215	215	0	0	0	215
TOTAL EXEMPT	618	618	0	0	0	618

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2012
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
AG EXCLUSION	24,253,634	24,253,634	0	0	0	24,253,634
IMPROVEMENTS	0	0	968,684	1,000-	967,684	967,684
APPRAISED VALUE	3,010,746,098	3,010,746,098	968,684	1,000-	967,684	3,011,713,782
EXEMPTIONS	688,493,465	688,493,465	0	0	0	688,493,465
TAXABLE VALUE	2,297,998,999	2,297,998,999	968,684	1,000-	967,684	2,298,966,683
LEVY	21,447.65	21,447.65	5,783.04	2,109.75	7,892.79	29,340.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,520	9,520	0	0	0	9,520
OVER 65	2,294	2,294	0	0	0	2,294
DISABLED	184	184	0	0	0	184
VETERAN	202	202	0	0	0	202
TOTAL EXEMPT	611	611	0	0	0	611

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2011
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
AG EXCLUSION	25,181,497	25,181,497	0	0	0	25,181,497
IMPROVEMENTS	0	0	0	1,000-	1,000-	1,000
APPRAISED VALUE	3,027,077,728	3,027,077,728	0	1,000-	1,000-	3,027,076,728
EXEMPTIONS	693,987,772	693,987,772	0	0	0	693,987,772
TAXABLE VALUE	2,307,908,459	2,307,908,459	0	1,000-	1,000-	2,307,907,459
LEVY	15,195.88	15,195.88	.00	6.49-	6.49-	15,189.39
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,686	9,686	0	0	0	9,686
OVER 65	2,190	2,190	0	0	0	2,190
DISABLED	191	191	0	0	0	191
VETERAN	183	183	0	0	0	183
TOTAL EXEMPT	606	606	0	0	0	606

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2010
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	1,000-	1,000-	1,000
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	1,000-	1,000-	3,002,749,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	1,000-	1,000-	2,281,485,034
LEVY	12,873.11	12,873.11	.00	6.44-	6.44-	12,866.67
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

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

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2018
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	14,414.19	14,414.19	.00	53.58-	53.58-	14,360.61
UNCOLLECTIBLE	.00	53.58	.00	.00	.00	53.58
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

Summary of Jurisdiction Remittances Processed

Report run on: July 5, 2018 9:31 AM

For Remitted Deposit Dates 06/01/2018 thru 06/30/2018 as of 07/05/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 40740	Print Date:06/06/2018						
	Current	9,303.93	2,044.33	0.00	0.00	0.00	11,348.26
	Delq	174.47	31.73	0.00	0.00	0.00	206.20
Last Deposit Date	06/01/2018	$9,478.40	$2,076.06	$0.00	$0.00	$0.00	$11,554.46
ACH 40776	Print Date:06/06/2018						
	Current	13,130.87	2,885.23	0.00	0.00	0.00	16,016.10
Last Deposit Date	06/04/2018	$13,130.87	$2,885.23	$0.00	$0.00	$0.00	$16,016.10
ACH 40815	Print Date:06/07/2018						
	Current	13,496.60	2,965.64	0.00	0.00	0.00	16,462.24
	Delq	347.44	63.17	0.00	0.00	0.00	410.61
Last Deposit Date	06/05/2018	$13,844.04	$3,028.81	$0.00	$0.00	$0.00	$16,872.85
ACH 40854	Print Date:06/08/2018						
	Current	11,012.56	2,419.77	0.00	0.00	0.00	13,432.33
	Delq	965.17	175.49	0.00	0.00	0.00	1,140.66
Last Deposit Date	06/06/2018	$11,977.73	$2,595.26	$0.00	$0.00	$0.00	$14,572.99
ACH 40892	Print Date:06/11/2018						
	Current	10,175.74	2,235.89	0.00	0.00	0.00	12,411.63
	Delq	6.03	1.10	0.00	0.00	0.00	7.13
Last Deposit Date	06/07/2018	$10,181.77	$2,236.99	$0.00	$0.00	$0.00	$12,418.76
ACH 40929	Print Date:06/12/2018						
	Current	2,686.26	590.29	0.00	0.00	0.00	3,276.55
Last Deposit Date	06/08/2018	$2,686.26	$590.29	$0.00	$0.00	$0.00	$3,276.55
ACH 40966	Print Date:06/13/2018						
	Current	9,717.90	2,135.32	0.00	0.00	0.00	11,853.22
	Delq	93.76	17.05	0.00	0.00	0.00	110.81
Last Deposit Date	06/11/2018	$9,811.66	$2,152.37	$0.00	$0.00	$0.00	$11,964.03
ACH 41001	Print Date:06/13/2018						
	Current	1,503.00	330.25	0.00	0.00	0.00	1,833.25
	Delq	413.94	55.72	0.00	0.00	0.00	469.66
Last Deposit Date	06/12/2018	$1,916.94	$385.97	$0.00	$0.00	$0.00	$2,302.91
ACH 41032	Print Date:06/15/2018						
	Current	33.57	7.38	0.00	0.00	0.00	40.95
	Delq	314.99	42.76	0.00	0.00	0.00	357.75
Last Deposit Date	06/13/2018	$348.56	$50.14	$0.00	$0.00	$0.00	$398.70
ACH 41066	Print Date:06/18/2018						
	Current	266.43	58.52	0.00	0.00	0.00	324.95
	Delq	2,117.30	369.90	0.00	0.00	0.00	2,487.20
Last Deposit Date	06/14/2018	$2,383.73	$428.42	$0.00	$0.00	$0.00	$2,812.15
ACH 41101	Print Date:06/19/2018						
	Current	575.39	126.44	0.00	0.00	0.00	701.83
Last Deposit Date	06/15/2018	$575.39	$126.44	$0.00	$0.00	$0.00	$701.83

Summary of Jurisdiction Remittances Processed

Report run on: July 5, 2018 9:31 AM

For Remitted Deposit Dates 06/01/2018 thru 06/30/2018 as of 07/05/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 41135	Print Date:06/20/2018						
	Current	4,204.02	923.73	0.00	0.00	0.00	5,127.75
	Delq	736.97	132.75	0.00	0.00	0.00	869.72
Last Deposit Date	06/18/2018	$4,940.99	$1,056.48	$0.00	$0.00	$0.00	$5,997.47
ACH 41169	Print Date:06/21/2018						
	Current	8,780.98	1,929.45	0.00	0.00	0.00	10,710.43
Last Deposit Date	06/19/2018	$8,780.98	$1,929.45	$0.00	$0.00	$0.00	$10,710.43
ACH 41204	Print Date:06/22/2018						
	Current	1,930.84	424.27	0.00	0.00	0.00	2,355.11
Last Deposit Date	06/20/2018	$1,930.84	$424.27	$0.00	$0.00	$0.00	$2,355.11
ACH 41239	Print Date:06/25/2018						
	Current	4,653.57	1,022.55	0.00	0.00	0.00	5,676.12
Last Deposit Date	06/21/2018	$4,653.57	$1,022.55	$0.00	$0.00	$0.00	$5,676.12
ACH 41277	Print Date:06/26/2018						
	Current	9,860.12	2,166.54	0.00	0.00	0.00	12,026.66
	Delq	7,609.67	1,285.30	0.00	0.00	0.00	8,894.97
Last Deposit Date	06/22/2018	$17,469.79	$3,451.84	$0.00	$0.00	$0.00	$20,921.63
ACH 41315	Print Date:06/27/2018						
	Current	8,012.44	1,760.58	0.00	0.00	0.00	9,773.02
	Delq	0.99	0.12	0.00	0.00	0.00	1.11
Last Deposit Date	06/25/2018	$8,013.43	$1,760.70	$0.00	$0.00	$0.00	$9,774.13
ACH 41351	Print Date:06/28/2018						
	Current	6,216.85	1,366.05	0.00	0.00	0.00	7,582.90
	Delq	46.52	8.46	0.00	0.00	0.00	54.98
Last Deposit Date	06/26/2018	$6,263.37	$1,374.51	$0.00	$0.00	$0.00	$7,637.88
ACH 41389	Print Date:07/03/2018						
	Current	3,944.50	866.74	0.00	0.00	0.00	4,811.24
	Delq	(518.57)	(94.28)	0.00	0.00	0.00	(612.85)
Last Deposit Date	06/27/2018	$3,425.93	$772.46	$0.00	$0.00	$0.00	$4,198.39
ACH 41425	Print Date:07/03/2018						
	Current	8,902.23	1,956.06	0.00	0.00	0.00	10,858.29
	Delq	2,722.74	441.55	0.00	0.00	0.00	3,164.29
Last Deposit Date	06/28/2018	$11,624.97	$2,397.61	$0.00	$0.00	$0.00	$14,022.58
ACH 41461	Print Date:07/05/2018						
	Current	4,933.62	1,084.07	0.00	0.00	0.00	6,017.69
Last Deposit Date	06/29/2018	$4,933.62	$1,084.07	$0.00	$0.00	$0.00	$6,017.69
	Total:	**$148,372.84**	**$31,829.92**	**$0.00**	**$0.00**	**$0.00**	**$180,202.76**

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: 08/06/18

Date Submitted: 07/30/18 Dept. Clearances: Melinda Welsh

Prepared by: Heather Van Dine

Subject: Approve Council minutes

Originating Department: City Secretary

Proceeding: Consent Agenda

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of May 14, 2018, and June 2, 2018, 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

City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

05-14-18 Minutes
06-02-18 Minutes

DRAFT

STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
MAY 14, 2018)(

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **MAY 14, 2018,** AT 6:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR	KEVIN HOLLAND
MAYOR	MIKE FOREMAN
MAYOR PRO-TEM	STEVE ROCKEY
COUNCILMEMBER	SALLY BRANSON
COUNCILMEMBER	JIM HILL
COUNCILMEMBER	TRISH HANKS
COUNCILMEMBER	MIKE FOREMAN
COUNCILMEMBER	ROBERT J. GRIFFON
COUNCILMEMBER	CARL GUSTAFSON
CITY ATTORNEY	MARY KAY FISCHER
CITY MANAGER	MORAD KABIRI
CITY SECRETARY	MELINDA WELSH

Councilmember John Scott was absent from the meeting.

REGULAR SESSION

Mayor Holland called the meeting to order.

The invocation was given by Pastor Lynn Colby with Calvary Chapel Church.

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

COMMUNICATIONS FROM THE PUBLIC

Mayor Holland asked if anyone would like to speak. No one spoke.

COMMUNICATIONS FROM INCOMING/OUTGOING MAYOR, COUNCILMEMBERS AND CANDIDATES

Candidate Omar Peck congratulated the candidates that won, a fine campaign was ran by all, bittersweet for those that did not win, now it is time to join together and work for the betterment of Friendswood. He appreciates everyone that supported him, and thankful that he met so many new people. The City of Friendswood is a great city and it is a privilege to live here.

Candidate Phil Ratisseau stated he would like to thank everyone for the civility of the campaign season. He congratulated those that were elected, large field of candidates that love the city, and all eight candidates had the best interest of Friendswood in their hearts. He feels that the citizens of Friendswood, along with the candidates, are all winners, hopes those elected live up to their word, reassured by their desire and passion to get involved and work with others to make sure Friendswood stays our hometown and prospers. Thanked his wife, could not have done the campaign without her, and thanked his supporters. Congratulated those who were elected, and stated may God bless all of Friendswood.

Candidate Trish Hanks stated she would like to thank everyone who supported her and those that did not. She concurs with Omar Peck and Phil Ratisseau, the campaign was run well on both sides, and stayed true to the issues. She reported that at one of the first campaign meetings that was held in her living

room with supporters, it was decided they were not going to make the campaign personal, was going to keep the campaign about Friendswood issues and about what was good for the City of Friendswood. She believes everyone does love this city. Thanked Mayor Holland and Councilmember Jim Hill for all their years of service, and was so proud to see Mr. Hill's grandson Austin Hill at the previous Council meeting and to hear him speak. She has watched Austin and his speech skills since he was a young boy, he carries himself so well, and he made the Hill family so proud. She was so excited to hear Austin recognize all the things and contributions that Mr. Hill has made, and then to hear Mr. Hill call out Mayor Holland as Mr. Anonymous. She has known Mayor Holland for several years when she was school superintendent and knows of the things that he has done for this community. Mayor Holland is not comfortable tooting his own horn, would much rather stay in the background, sometimes people mistake that, he was extremely involved and very effective. People do not understand the amount of work that goes into being a Mayor and it is all volunteer, same also being a council person but especially the Mayor. Mayor Holland served with such grace, humility and conviction to our community. She was honored that Mayor Holland asked her to go pray the Four Corners. People do not know that Mayor Holland gathered citizens and went to the Four Corners of Friendswood to pray for our community. She used to do that for the school district before the school year started, and was so honored and happy that he would do that. She knows that is not something he would put on Facebook or publicize in anyway and appreciates that. She will never forget the picture of Councilmember Jim Hill sitting on a tractor outside the Old Junior High getting a Lacrosse field ready for the Lacrosse kids when the program started. Both of these men have given so much of themselves personally, professionally, and financially. They gave to the people and we are forever indebted. Thank you very much and she will work very hard to live up to the reputation and the level of service that has been set.

Candidate Robert Griffon stated he would like to give a heartfelt thank you to all the residents of the City of Friendswood, humbled by the support, and is truly thankful for all the support he was given on the campaign trail. He would like to also thank the gentlemen who ran in the election. They ran a great race, glad he got the chance to meet them, and they are just wonderful people. It is not an easy thing to put yourself out into the public eye in this form. It can be nerve-racking at times and stressful, appreciated getting to meet everyone on the campaign trail. Got to meet everyone at the Senior Citizens Center and play dominos with some neat people. He has been able to meet a lot of good people here in Friendswood, especially the Staff, employees and the volunteers that make this city run. Mayor Holland has done a wonderful job and has done wonderful things for the City of Friendswood. He has deep admiration for Councilmember Jim Hill who took him under his wing and took him just about every place you can go to tour Friendswood and explained what has happened for the last 35 years, needed the background, and appreciated all that Councilmember Hill did to help him get up to speed on what is going in the city. Councilmember Hill has had a wonderful Council career with 12 years of service, but is a wonderful man and a wonderful uncle. Thanked everyone again and stated he looks forward to serving.

Councilmember and candidate Steve Rockey stated he would like to echo the things the other candidates stated. All eight candidates did a terrific job and can be proud that it brought a record turnout for this election, there was approximately 4,200 votes, which surpassed the last election. Heard a lot during this election and all of it was good. Also, heard from people who may have been opposed to him and they had great ideas that need to be considered. There were a lot of people who supported us, and we owe them consideration for their opinions. He has been on Council for six years and prides himself on meeting with people who are opposed to him. There are a lot of challenges over the next couple of years, but the new Council will do fine. Councilmember Hill, Mayor Holland, and himself all ran together six years ago, so for his first couple of years he would get a call from Councilmember Hill who would tell him all the things he did wrong. He would disagree with him but nonetheless considers Councilmember Hill a mentor. Councilmember Rockey further stated when he would come into Council meetings, he thought a lot about each issue but had not often made up his mind until he listened to the rest of Council and surprisingly Councilmember Hill probably changed his mind more on matters than anybody else on Council. Councilmember Rockey informed Councilmember Hill that he considers him a mentor and a friend, and is going to miss him. Councilmember Rockey stated he likes to do woodworking and for people that he really likes he gifts them with a tool, so he made Councilmember Hill a wooden mallet. Councilmember Rockey stated he considers Mayor Holland a brother in arms. Several people talked about how Mayor Holland does a lot in the background and because of this it lets the rest of Council be

more outspoken than we have ever been and that was just an immense help. Do not kid yourself on how much Mayor Holland has done for the city in ways that people do not know unless you have been there to see it. Councilmember Rockey informed Mayor Holland he will miss him, and he will always be Mayor to him. Mayor Holland has had to sharpen Council's edges, so he got him a set of Swiss carving knives. Thanked his wife Susan, he will enjoy the next three years serving on Council, and anyone can come speak to him.

Councilmember Branson thanked Councilmember Hill for his service, presented him with a gift, and stated maybe now he can chase the dreams that have been put on hold for the last 12 years. Councilmember Branson presented Mayor Holland with a gift, thanked him for his service to the community, and hopes he gets to enjoy his grandchildren.

Councilmember Gustafson stated when he was first elected he got the same tour of town from Councilmember Hill that Robert Griffon had, and it was very informative because Councilmember Hill knew everything that happened in the city. He informed Councilmember Rockey that he too remembered that election where the three of them ran together. He has the distinction of being the only person to ever run against Councilmember Hill in an election which did not work out very well, for him anyway. Councilmember Hill has been very helpful to him. If he had a question or needed to know anything about any of the history of this town Mr. Hill was always a go-to source of information and hopes that will continue. Councilmember Gustafson presented Councilmember Hill with a gift and stated it has been an honor to serve with him. Councilmember Gustafson informed Mayor Holland that his first real encounter with him was when his wife was going to an event at the senior center and she dropped a bunch of push cards in the parking lot. Mayor Holland probably does not remember but he has never forgotten it, his wife told him what a nice guy Mayor Holland was because he stopped, even though he had to be in there too. His wife had gone to the event on his behalf since he could not be there, Mayor Holland stopped in the parking lot and helped clean it up even though they were not on the same slate in that election, which told him a lot about his character. Mayor Holland has been a great guy to know, a great guy to work with, and people are right that there has been a lot of stuff that Mayor Holland has done that nobody knows about. Mayor Holland put together a relay to get medication to one of his neighbors in the Forest of Friendswood during Hurricane Harvey. The man was in hospice at home and died a couple of days after the flooding receded. It was comfort medication and Mayor Holland was instrumental in getting it to him. The city has had a wonderful Mayor for the last six years, the right guy at the right time, with the right temperament. He has done a magnificent job steering the ship and the city's next Mayor has extremely big shoes to fill. Councilmember Gustafson further stated he has enjoyed working with Mayor Holland and is proud to call him a friend.

A video was shown of pictures from Mayor Holland and Councilmember Hill's many years of service.

Mayor Holland informed Councilmember Gustafson that he did remember the incident with his wife, is blessed with a wonderful family and a wonderful wife and has really enjoyed serving with him. He informed Mayor-elect Mike Foreman that they have served together a couple of years on Council and he is confident in his abilities, have a great Staff, a great community behind you, a great Council, and is going to do fine. Mayor Holland addressed Councilmember Hill and stated that he has enjoyed serving with him, got a lot of stuff done and the city looks better than when he started and that is what it was all about. Mayor Holland addressed Councilmember Branson and stated their time together on Council has been short but is glad she is here. Mayor Holland told Councilmember Rockey that they go way back, thinks he had hair when they first got elected. Mayor Holland thanked everyone for their words, thanked the community for the opportunity to serve, is glad tonight is the last meeting, and it is a lot of serving on Council, and is looking forward to seeing what Council can do to move the city forward. Mayor Holland congratulated City Manager Morad Kabiri on his new role and stated it was good to see former City Manager Roger Roecker present at the meeting. Mayor Holland stated his family is present, including his wife Maryanne, son Kevin and daughter-in-law Serina, grandson Bronson, and other son Tyler.

Mayor Holland presented Councilmember Hill with a carved stone with an inscription recognizing his long time, dedicated service and significance achievements as a member of the Friendswood City Council, in appreciation of sharing his time, energy, and talents on behalf of the citizens of Friendswood.

DRAFT

Councilmember Hill stated he too is glad that it is his last meeting, has been a long time on Council but it has been the best part of his life. When you look at the town year by year it gets better every time and we are leaving it in good hands. Councilmember Hill further stated as he looks in the audience he sees Staff members and it is feels like he has known them all his life. They are not just staff members, they are considered friends, and claims City Manager Morad Kabiri to be his third son but that is another story. Councilmember Hill informed City Attorney Mary Kay Fischer it has been a pleasure to work with her. Councilmember Hill informed Councilmember Rockey that he does not always agree with him, but at the end of the day they have a mutual respect for each other, has done a lot for the city too, and it will not go unnoticed. Councilmember Hill informed Councilmember Branson she has only been on Council a year but has known her quite a while. Councilmember Branson has helped a lot of councilmembers with campaigns, is the master campaigner and it is appreciated. Councilmember Hill informed Councilmember Gustafson the thing he will always remember about him is getting the two parks named after two young veterans. That was a huge accomplishment and he appreciates his efforts. Councilmember Hill informed Mayor-elect Foreman being Mayor will be easier than going for a spacewalk. There will be a few ups and downs but nothing like what he has seen. Councilmember Hill stated he believes Mayor-elect Foreman will be a great mayor and if he can help any of Council he is just a phone call away. Mayor Holland is a special guy, has known he can always call on him when something needed to be done, it would be done within a few days, and he is a genuine good person. He thanked his wife Debbie who has stuck by him the whole time, and he appreciates it. His whole family stuck by him and he appreciates every one of them. As Mayor Holland stated, he is glad this is their last meeting but he would not have traded the experience for anything.

Councilmember and candidate Mike Foreman stated he learned a lot during the election, has participated in two elections, one was opposed, one was unopposed, and recommends running unopposed. He met a lot of great people on both sides of the ballot and learned a lot from a lot of people that he met. Going to put a lot of the things he learned in discussions over the last few months to work going forward. He has Candidates Omar Peck and Phil Ratisseau's phone numbers, will be calling them, they are not getting off scot-free, and appreciates both of these men willing to continue to serve as needed. Thanked his son, Jim Foreman, appreciates him, and he ran a spectacular campaign. Thanked his wife Lorrie who has been with him for 39 years and supported him through everything he has said he wanted to try to do, she has always been tremendous, and he appreciates her. Appreciates Councilmember Hill, has not always agreed with him, any differences that they have had he thinks have been forgotten quickly, will definitely be calling him as well for advice, and appreciates the time Councilmember Hill has devoted to the city. Tried to talk Mayor Holland out of stepping down from his position, appreciates Mayor Holland's family being at the meeting to support him, and Mayor Holland has been a mentor while on Council.

Councilmember Foreman presented Mayor Holland a carved stone with an inscription recognizing his long time, dedicated service and significance achievements as a member of the Friendswood City Council in appreciation of sharing his time, energy, and talents on behalf of the citizens of Friendswood.

ORDINANCES

******Councilmember Hill moved to approve the First and Final reading of Ordinance No. **2018-14** – An ordinance of the City Council of the City of Friendswood, Texas, canvassing the returns of the May 05, 2018, City of Friendswood General and Special Election for position of Mayor and Council Positions No. 1, No. 3 and to fill the remainder of an unexpired term for Council Position No. 4.
Seconded by Councilmember Rockey. The motion was approved 6-0.

MAYOR (Term expires May 2021)
Omar Peck…… 1,895 votes
Mike Foreman..... 2,227 votes

COUNCILMEMBER – POSITION NO. 1 (Term expires May 2021)
Steve Rockey..…… 2,034 votes
Michael Wood……... 1,886 votes

DRAFT

COUNCILMEMBER – POSITION NO. 3 (Term expires May 2021)
Trish Hanks…… 2,240 votes
Phillip Ratisseau……... 1,841 votes

COUNCILMEMBER – POSITION NO. 4 (Unexpired term expires May 2019)
Robert J. Griffon…….. 2,186 votes
Brent Erenwert…….. 1,805 votes

PRESENTATION OF CERTIFICATGES OF ELECTION

Mayor Holland presented the Certificates of Election to newly elected Mayor Mike Foreman, Councilmembers Robert J. Griffon, Trish Hanks, and re-elected Steve Rockey.

OATH OF OFFICE

The Honorable Judge Jim Woltz administered the Oath of Office to Steve Rockey for City Council Position No. 1.

The Honorable Judge Jim Woltz administered the Oath of Office to Trish Hanks for City Council Position No. 3.

The Honorable Judge Jim Woltz administered the Oath of Office to Robert J. Griffon for City Council Position No. 4.

The Honorable Judge Jim Woltz administered the Oath of Office to Mike Foreman for Mayor.

COMMUNICATIONS FROM THE MAYOR AND COUNCILMEMBERS

Mayor Foreman presented former Mayor Holland with his gavel that was engraved with his name and dates of service.

Councilmember Branson congratulated the newly elected members, Councilmembers Hanks and Griffon in particular, welcomed Mayor Foreman and Councilmember Rockey back, congratulated Mayor Foreman on being elected Mayor, and thanked him for the service he is about to do for the city.

Councilmember Hanks thanked her husband for agreeing to let her run, excited and looking forward to serving on Council, and thanked Phil and Connie Ratisseau for a great race.

Councilmember Griffon stated it has been a wonderful and rewarding experience, thanked his wife Anita and his family for being at the meeting to support him and former Councilmember Jim Hill during this special occasion.

Councilmember Gustafson stated the first three years he served on Council there was not a change in Council, amazed at the changes in the last two years. Former Mayor Kevin Holland and former Councilmember Jim Hill were part of a magnificent experience for him. He is looking forward to working with the new councilmembers, has gotten to know each of them a bit, and has known Mayor Foreman for the past couple of years. If you look back over the last six to twelve years that former Mayor Holland and former Councilmember Hill served, there has been significant differences throughout the city. These gentlemen had the opportunity to make positive changes in the lives of 40,000 people and they should be proud.

Mayor Foreman thanked everyone who supported him during the campaign, and announced for everyone to join Council for cake and punch in the foyer.

Councilmember Rockey stated he had nothing to report.

DRAFT

The meeting was adjourned at 7:15 PM.

_____
Mayor Mike Foreman

Attest:

_____
Melinda Welsh, TRMC
City Secretary

DRAFT

STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
JUNE 02, 2018)(

MINUTES OF A SPECIAL MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON SATURDAY, **JUNE 02, 2018** AT 8:30 AM AT FRIENDSWOOD LIBRARY, MEETING ROOM, 416 S. FRIENDSWOOD, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR	MIKE FOREMAN
MAYOR PRO-TEM	STEVE ROCKEY
COUNCILMEMBER	SALLY BRANSON
COUNCILMEMBER	TRISH HANKS
COUNCILMEMBER	ROBERT J. GRIFFON
COUNCILMEMBER	JOHN SCOTT (left at 10:37 AM)
COUNCILMEMBER	CARL GUSTAFSON
CITY ATTORNEY	MARY KAY FISCHER
CITY MANAGER	MORAD KABIRI
CITY SECRETARY	MELINDA WELSH

COUNCIL RETREAT

Mayor Foreman called the meeting to order.

City Manager Morad Kabiri gave the invocation and Mayor Foreman led the Pledge of Allegiance to the United States and to the State of Texas.

COMMUNICATIONS FROM THE PUBLIC

No one spoke.

COUNCIL RETREAT (continued)

A lengthy discussion was held between Mayor, City Council, facilitator Joe Gonzalez with The Management Connection, Inc., and Staff regarding long-term planning, goal setting for the City of Friendswood, City Attorney's recommendations on Council's interactions, Friendswood Volunteer Fire Department/Emergency Management Services (EMS) funding options and contract renewal in 2019, forming an Ad Hoc Sub-Committee for drainage/flooding, Comprehensive Plan update, transparency, plan to stagger Board of Director's terms for Friendswood Downtown Economic Development Corporation, budget process for Fiscal Year 2018 – 2019, and priority list for streets and sidewalk.

The meeting was adjourned at 11:53 AM.

_____
Mayor Mike Foreman

Attest:

_____
Melinda Welsh, TRMC
City Secretary