



NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 4:30 PM ON MONDAY, NOVEMBER 05, 2018, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

1. Call to order
2. Invocation – Pastor Mike Cervantes, New Hope 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. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)
5. WORK SESSION
 - A. Emergency Medical Services Billing
 - B. Simple Recycling Program in Friendswood
 - C. 2018 Waterworks and Sewer System Revenue Bonds and Series 2019 General Obligation Refunding Bonds
 - D. Quarterly Capital Projects Update

6. Special Recognition and Acknowledgements

- A. 30th Consecutive Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2016-2017, presented by Mike Rodgers, Finance Director for the City of Webster and Past Gulf Coast Government Finance Officers Association President

7. Joint Public Hearings

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

- A. Zone classification change request for a 55.159 acre tract of land, located at 3099 W. Parkwood Ave., Friendswood, Galveston County, Texas, to change from Light Industrial (LI) to Light Industrial/Specific Use Permit (LI/SUP) to allow NAICS Use #7139 Other Amusement and Recreation Industries (shooting ranges).
- B. A request to vacate a 40-foot right-of-way of Blackhawk Blvd. (portion adjacent to 4650 FM 2351), a 0.6061 acre (26,400 square foot) tract of land located within Unrestricted Reserve A, Block 1, of the Benzie Development Garage Condominiums, Friendswood, Harris County, Texas.
- C. A request to vacate three public waterline easements at 1501 W. Parkwood Ave:
- 1) A 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1, Gardens at Friendswood Lakes, Friendswood, Galveston County, Texas.
 - 2) A 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1, Gardens at Friendswood Lakes, Friendswood, Galveston County, Texas.
 - 3) A 0.070 of an acre (3,070 square feet) waterline easement, out of Lot 2, Block 1, Gardens at Friendswood Lakes, Friendswood, Galveston County, Texas.

8. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

9. City Manager's Report

- A. Bay Area Heart Walk
- B. Fall Haul Reminder
- C. Veteran's Day Luncheon
- D. Flap Jack Fun Run
- E. Blue Santa Softball Tournament
- F. Read Away Your Fines at Friendswood Library
- G. Deputy Chief Josh Rogers Distinguished Alumni Award
- H. Hurricane Harvey Update

10. Discussion and possible action regarding appointments and reappointments to the following boards, committees and commissions:
 - A. Fourth of July Steering Committee – Reappoint Darrell Fales to a 3-year term expiring November 2021
 - B. Investment Committee – Reappoint Larry Collison to a 3-year term expiring November 2021
 - C. Keep Friendswood Beautiful – Appoint Betty Moreno to a 3-year term to replace Martha Cotton who resigned with a term expiring November 2021; Reappoint Kaye Corey, Paul Marx, David Montz, Sherry Goen, Brandee Fernandez, Mary Giles-Wise and Leslie Peralta each to a 3-year term expiring November 2021
 - D. Senior Citizens Advisory Committee – Appoint David O'Brien to a 3-year term to replace Kay Griffin who resigned with a term expiring November 2021; move Vickie Hefner from an alternate member to a regular member to replace Frankie Santoro with a 3-year term expiring November 2021; appoint Charlene Mizener as an alternate member to replace Vickie Hefner who became a regular member with a term expiring November 2019; reappoint Nancy Mastrofrancesco, Dorothy Montz and Dennis Rundell each to a 2-year term expiring November 2020 and reappoint Yolanda Robles to a 3-year term expiring November 2021
11. Discussion and possible action regarding approving a contract with Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the city and authorizing the Mayor to execute the contract.
12. Discussion and possible action regarding disposition of Bid 2018-20 for the Construction of Restrooms and Pavilion at Old City Park.
13. Discussion and possible action regarding designation of Local Rabies Control Authority and Director of Animal Control.
14. Discussion and possible action regarding designation of City's Animal Shelter Advisory Committee member.
15. Discussion and possible action approving a contract with Simple Recycling.
16. Discussion and possible action regarding approval of the schedule for the City's Series 2018 Water & Sewer Bonds and Series 2019 Refunding Bonds.
17. Discussion and possible action regarding approving a contract with Axon Enterprises, Inc. (formerly TASER).
18. Resolution

Consideration and possible action regarding the following:

 - A. Resolution R2018-23: A resolution of the City Council of the City of Friendswood, Texas, establishing a Capital Improvements Advisory Committee and adopting procedural rules to carry out its duties in accordance with the

Impact Fee statutes found in Texas Local Government Code Chapter 395; providing an open meetings clause and providing an effective date.

19. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2018-30: (Title: First reading of an ordinance establishing fees for Ground Emergency Medical Services) An ordinance establishing fees for ground emergency medical services to be provided by the Friendswood Volunteer Fire Department, Inc., as the contractor for the City of Friendswood, Texas, and providing an effective date.
- B. Ordinance No. T2018-31: (Title: First reading of an ordinance amending Sec. 14-2 to remove the requirement for contractor registration fees (new and renewals), and amending Secs. 14-63, 14-118, 14-160, 14-162, and repealing Division 6. Electrician's Licenses Secs. 14-229 through 14-233 of the Code of Ordinances pertaining to electrical permits and application for licensing, to be consistent with new state laws) An ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 14, "Buildings and Building Regulations" by amending Section 14-2 "Registration and Licensing of Providers and Repair Services" relating to contractor registration fees, and amending Section 14-63 "License Required", Section 14-118 "Responsibility for Inspection and Fees", Section 14-160 "Who May Obtain", Section 14-162 "Schedule of Fees" and repealing Division 6. Sections 14-229 through 14-233 relating to electrician's licensing; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.
- C. Ordinance No. T2018-32: (Title: First reading of an ordinance adopting an order setting a Public Hearing to discuss and review the updated Land Use Assumptions and Capital Improvements Plan and amendment of Impact Fees, as required by Texas Local Government Code Section 395.053) An ordinance adopting an order setting a public hearing on January 14, 2019, at 7:00 p.m., to discuss and review the updated Land Use Assumptions and Capital Improvements Plan and amendment of Impact Fees.
- D. Ordinance No. T2018-33: (Title: First reading of an ordinance approving a vacation of a portion of a public right-of-way) An ordinance approving a vacation of a portion of a public right-of-way located adjacent to 4650 FM 2351 within the property platted as Benzi Development Garage Condominiums; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and Nick Deutsch.
- E. Ordinance No. T2018-34: (Title: First reading of an ordinance approving a request to vacate three public waterline easements) An ordinance approving a vacation of three waterline easements located within the property located at 1501 W. Parkwood Ave. in the Gardens at Friendswood Lakes Subdivision; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and Jose Garza.
- F. Ordinance No. T2018-35: (Title: First reading of an ordinance amending the zoning classification for a parcel comprising 55.159 acres located at 3099 FM 528 (also known as 3121 FM 528), Friendswood, Texas, by granting a zone classification change from Light Industrial (LI) to Light Industrial/Specific Use

Permit (LI/SUP) for NAICS Use # 7139 "Other Amusement and Recreation Industries (shooting ranges)," 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 55.159 acres of land located in the Beaty Sealy and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, according to Galveston County Document No. 7402108, Friendswood, Galveston County, Texas; amending the zone classification from Light Industrial (LI) to Light Industrial/Specific Use Permit to allow NAICS Use #7139 "Other Amusement and Recreation Industries (shooting ranges);" 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.

- G. Ordinance No. T2018-36: (Title: First and Final reading of an ordinance adopting Budget Amendment XIII 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 XIII" 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.
- H. Ordinance No. T2018-37: (Title: First and Final reading of an ordinance adopting Budget Amendment I to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds) An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment I" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

20. Communications from the Mayor and Councilmembers

21. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving a contract with Galveston County Health District for Water Pollution Control and Abatement services for 2018-2019 and authorize the Mayor to execute the contract
- B. Authorizing the final acceptance of the Lift Station 18 construction project at completion of the one-year maintenance period
- C. Authorizing the final acceptance of the Arbor Gate Section 2 Paving and Utilities improvements at the completion of the contractor's one-year maintenance period
- D. Authorizing the final acceptance of the Arbor Gate Section 5 Paving and Utilities improvements at the completion of the contractor's one-year

- maintenance period
- E. Authorizing the final acceptance of the 2013 Street Bond Project at the completion of the contractor's one-year maintenance period
 - F. Authorizing the final acceptance of the Centennial Park Basketball Pavilion construction project at completion of the one-year maintenance period
 - G. Authorize acceptance of the Friendswood Trails construction project at completion of the one-year maintenance period
 - H. Approving the disposal of three decommissioned police vehicles
 - I. Approving the purchase of a Friendswood Volunteer Fire Department vehicle for the Assistant Fire Chief
 - J. Approving the disposal and replacement purchase of a fire truck for the Friendswood Volunteer Fire Department
 - K. Authorizing the Mayor to execute a grant acceptance form for the Federal Emergency Management Agency's (FEMA) Emergency Management Performance Grant
 - L. Approving a Buyout License Agreement for 15510 Wandering Trail and authorizing the Mayor to execute the agreement
 - M. Accepting the September 2018 Property Tax Report
 - N. Approving the minutes of the September 10, 2018, Council Meeting

22. 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 NOVEMBER 01, 2018, AT 3:50 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: November 5, 2018

Date Submitted: 10/24/18

Dept. Clearances: Terry Byrd

Prepared by: B. Mansfield

Subject: Establish Fees for Ground Emergency Medical Services

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Work Session

Degree of importance: Critical ☒ Significant ☐ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At three subsequent meetings starting in July, City Council:

- Selected the Friendswood Volunteer Fire Department for Ground Emergency Ambulance Services;
- Awarded EMS Billing and Collection Services to Emergicon; and
- Authorized the City Manager to negotiate an amendment to the current contract with the Friendswood Volunteer Fire Department to include EMS billing.

The next step for the implementation of EMS billing is to set charge rates for EMS services. With the assistance of Emergicon and the FVFD, the attached ordinance was developed setting charge rates for ambulance services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The charging of Emergency Medical Services will provide a revenue stream for the City to offset increasing provider cost; reducing the burden on tax payers.

RECOMMENDATIONS

Staff recommends that Council approve the ordinance establishing fees for Ground Emergency Medical Services to be provided by Friendswood Volunteer Fire Department, Inc., as the Contractor for the City of Friendswood

ATTACHMENTS

[PowerPoint Presentation](#)



CITY OF **Friendswood**

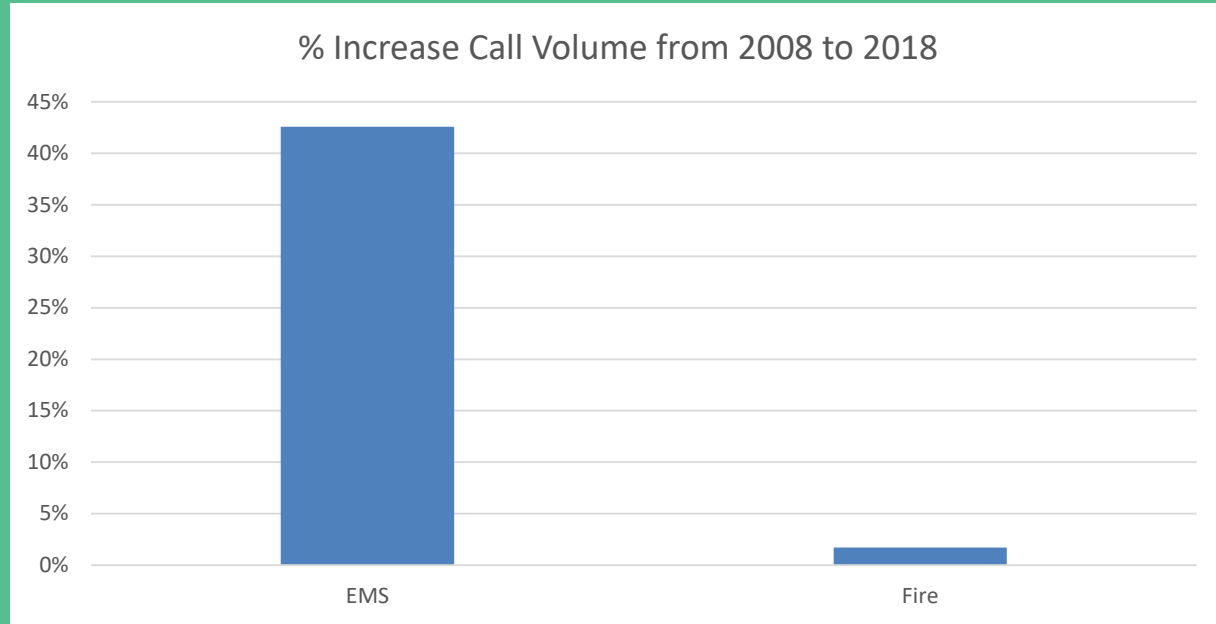
EMS Billing

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



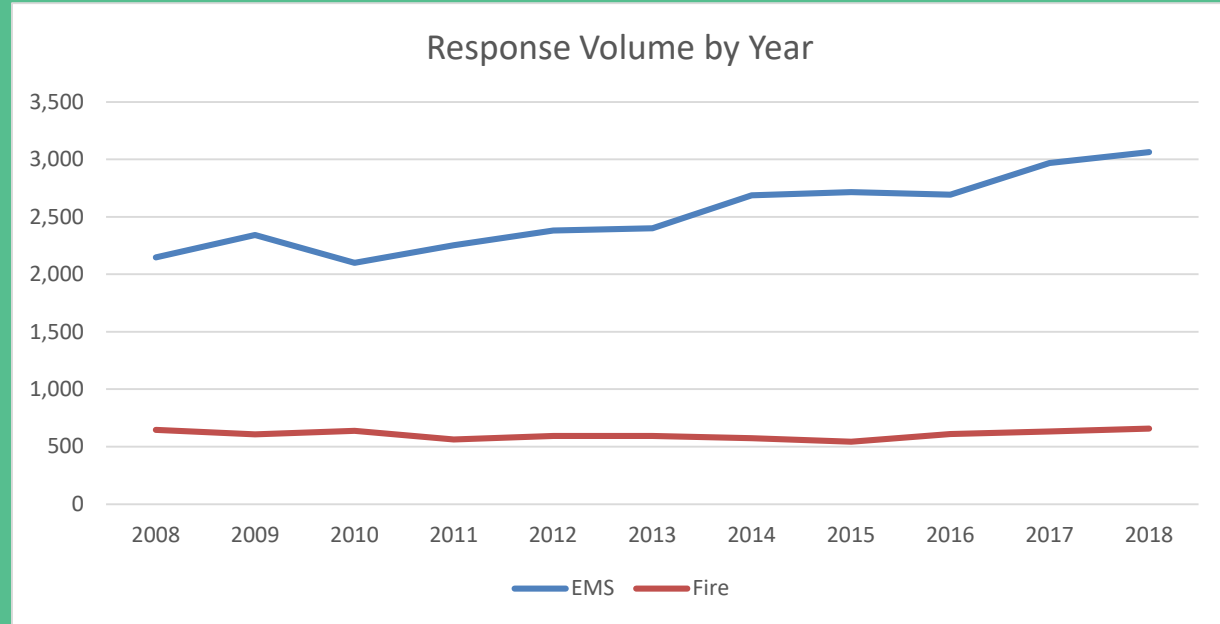
CITY OF Friendswood



Friendswood on TRAQ
TRUST RESPECT ACCOUNTABILITY QUALITY



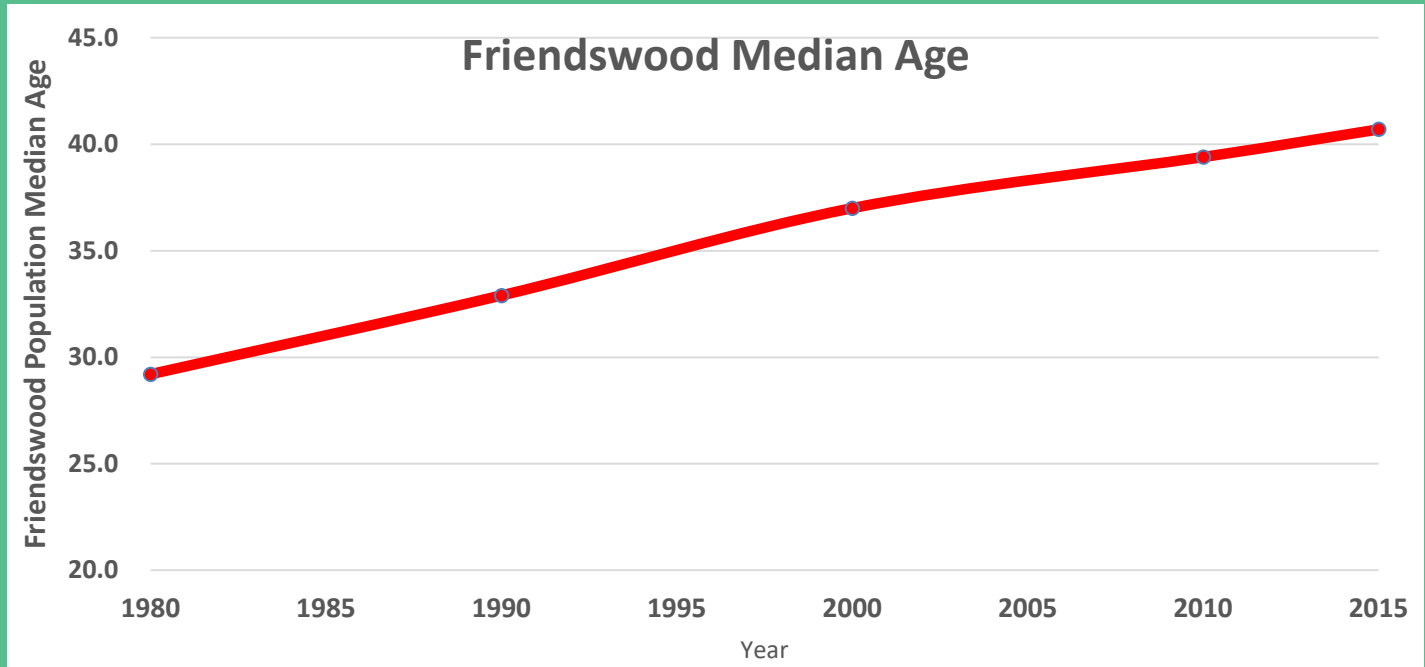
CITY OF Friendswood



Friendswood on TRAQ
TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

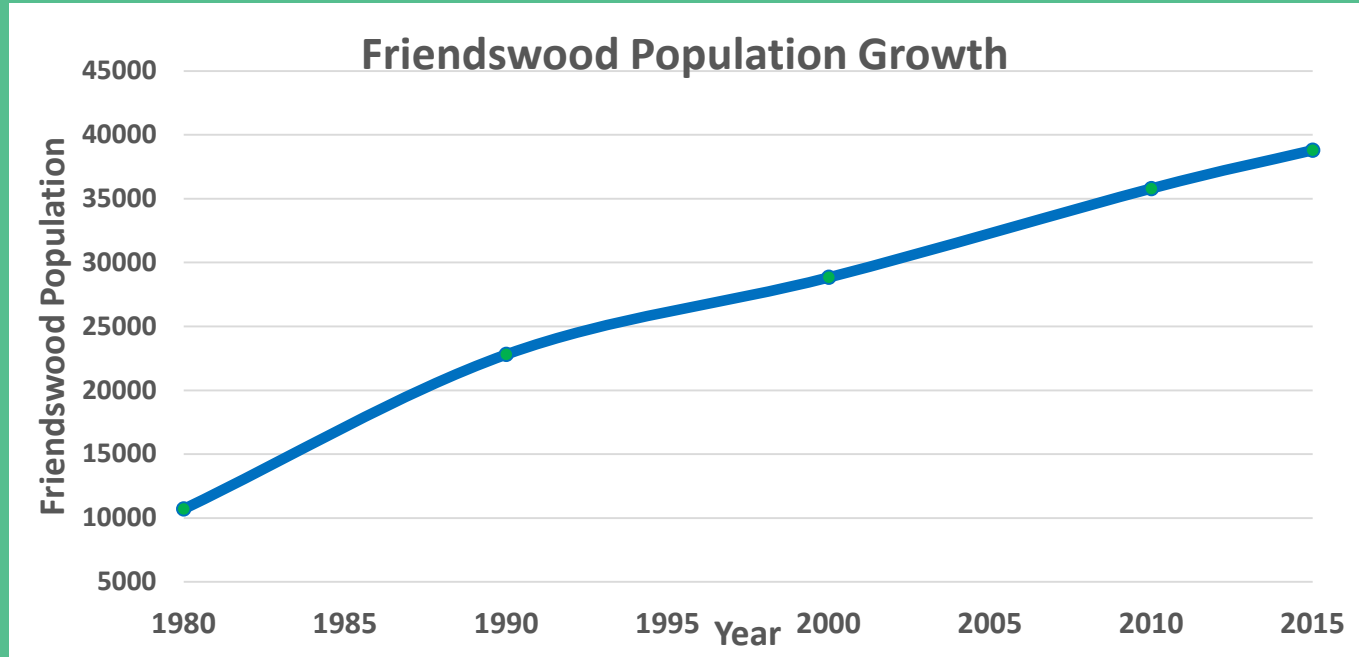


Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood



Friendswood on TRAQ
TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF **Friendswood**

Historic Timeline

- 2017 – EMS Subcommittee formed
- July 10, 2017 – Subcommittee finding presented
- October 11, 2017 – RFP for Ground Emergency Ambulance Services
- June 20, 2018 – RFP for Emergency Medical Billing and Collections

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

July 2, 2018 – RFP for Ground Emergency Ambulance Services
Awarded



Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

August 6, 2018 - RFP for Emergency Medical Billing and
Collections Awarded



Friendswood on TRAQ
TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF **Friendswood**

System Design

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF **Friendswood**

Emergency Medical Services

- Contract with Friendswood Volunteer Fire Department, Inc.
- Amendment to current contract
- Future contract
- Authorized by Council
- Administered by the Fire Marshal's Office

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

Friendswood Volunteer Fire Department, Inc.

- Hold State EMS License
- Hold Medicare License
- Agreement in place for Medical Director
 - Oversee protocols

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

Emergicon

- Contract between City of Friendswood and Emergicon
- Billing and Collections
- Patient Inquires
- Administered by the Fire Marshal's Office

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

Proposed Billing Charge Master

Basic Life Support Transport	\$1,000
Advanced Life Support Level1	\$1,100
Advanced Life Support Level 2	\$1,300
BLS Disposables (Flat Rate)	\$ 200
ALS Disposables (Flat Rate)	\$ 400
Oxygen	\$ 125
Special Care Transport	\$1,663
Treat No Transport	\$ 250
Ground Mileage	\$ 15 per mile

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

Definitions

Basic Life Support (BLS) -transportation by ground ambulance, and services EMT-Basic

Advanced Life Support, Level 1 (ALS1) - transportation by ground ambulance, and services of a ALS assessment or one ALS intervention by an (EMT-Intermediate) or EMT-Paramedic.

Advanced Life Support, Level 2 (ALS2) – at least three separate administrations of one or more medications or one of the listed ALS2 procedures.

Specialty Care Transport (SCT) -designed for individuals who need advanced life support and specialized medical monitoring and intervention

Treat no Transport (TNT) - patient is treated not transported and treatment consisting of vital signs (blood pressure, etc.) bandaging, splinting, pulse oximetry and one blood glucose check.

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

RATES	LEAGUE CITY	ALVIN	WEBSTER	PEARLAND	Friendswood
BLS	\$700	\$1,802	\$925	\$987	\$1,000
ALS 1	\$800	\$1,802	\$925	\$1,055	\$1,100
ALS 2	\$900	\$1,802	\$925	\$1,000	\$1,300
Non-Transport	\$150	\$175	\$0	\$175	\$250
Mileage	\$21	\$15	\$20.50	\$15	\$15
	Itemize supplies	Supplies included in transport charge	Supplies unknown	Itemize supplies	Flat rate for disposables

Friendswood on TRAQ
TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

What Could a Average Ambulance Call Cost?

Advanced Life Support Level 1Transport	\$1,100
Advanced Life Support Disposables	\$ 400
Oxygen	\$ 125
Mileage (7 miles X \$15)	\$ 105
<u>Total</u>	<u>\$ 1,730</u>

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

Billing

- 3rd Party payees will be billed first
- Remaining balance to the customer
- 3 bill reminders will be sent out
- No collections

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



City of Friendswood
910 S Friendswood
Friendswood, TX 77546

Our online bill pay service is available at:
www.Emergicon.com

If you have questions or concerns,
please contact us for assistance at (877) 602-2060 or toll-free at (877) 602-2060.
You may also contact us via e-mail at
questions@emergicon.com

STATEMENT DATE: 05/13/2016

NAME	RUN #	DATE OF SERVICE	PRIMARY PAYER
Patient, ED	103-16-1021:1	8/21/2015	BLUE CROSS OF TEXAS
DESCRIPTION		QTY	CHARGES
ALS - Advanced Life Support A0427		1.00	\$1,100.00
Ground Mileage A0425		7.00	\$105.00
LAST (1) PAYMENTS		PAYER NAME	DATE
BLUE CROSS OF TEXAS		Emer Rec Payment - Check	09/28/15
			(\$1,100.40)
		AMOUNT DUE	
		\$104.60	

Your account is now 30 days past due. Please pay balance or call (877) 602-2060 to make payment arrangements.

Su cuenta esta 30 días atrasada. Por favor pagar la cuenta o llame a (877)602-2060 para hacer arreglos de pago.

EMERGICON
PO BOX 180446
DALLAS TX 75218

ADDRESS SERVICE REQUESTED

#BWNFTZF #EGN6992472216053#



ED PATIENT
2232 Any DR
Any, TX 75124



TO INSURE PROPER CREDIT DETACH AND RETURN THIS PORTION IN THE ENCLOSED ENVELOPE

IF PAYING BY MASTERCARD, DISCOVER, VISA OR AMERICAN EXPRESS, FILL OUT BELOW.		
CHECK CARD USING FOR PAYMENT		
☐ MASTERCARD	☐ DISCOVER	☐ VISA
☐ MASTERCARD	☐ DISCOVER	☐ VISA
CARD NUMBER	CVV CODE	EXP. DATE
SIGNATURE		
STATEMENT DATE	UNPAID BALANCE	PATIENT RUN NUMBER
05/13/2016	\$104.60	103-16-1021:1
NAME ON CARD		SHOW AMOUNT PAID HERE
		\$

MAKE CHECKS PAYABLE TO:

City of Friendswood
910 S Friendswood
Friendswood, TX 77546



CITY OF Friendswood

Questions about your ambulance bill?

Contact EMERGICON at questions@emergicon.com
or by calling 877.602.2060 or 972.602.2060

You can also pay your bill on line at
www.emergicon.com

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF **Friendswood**

Management of Funds

- All funds deposited into account owned by the FVFD
- Full visibility on accounts billed and paid
- Net received by FVFD will be deducted from the City's payment

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

Water bill donations

- Donations still needed
- Supports the Fire and EMS Capital fund
- EMS billing only offsets EMS operating and personnel expenses

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

Next Steps

- FVFD Medicare application
- Town Hall meeting
- Training and Implementation
- 2nd reading of Ordinance
- Start early 2nd Quarter 2019 (January 2019)

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: **November 5, 2018**

Date Submitted: **October 22, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **James Toney**

Subject: **Simple Recycling Program**

Originating Department: **P&R**

City Attorney Review: Yes

Proceeding: **Work Session**

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

Simple Recycling is a free curbside recycling of clothing and home goods program launched in 2013. It has quickly become the largest and fastest growing curbside clothing and home goods recycling company in the nation with current service provided to over 4 million residents across Texas, Ohio, Michigan, Minnesota, North Carolina, Connecticut, Illinois and Massachusetts. Simple Recycling has successfully launched and continues to operate in cities of comparable size such as Sugar Land, Pearland, The Woodlands and Plano.

Simple Recycling is a free and turn-key curbside clothing and home goods recycling company focused on providing maximum convenience and simplicity for its partnering municipalities and their residents. Simple Recycling also offers free fundraising clothing drives and environmental initiatives by providing clothing collection bin at sponsored events.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Keep Friendswood Beautiful has been approached by Simple Recycling about the possibility of providing a Textile Recycling Program in Friendswood. If authorized by City Council, the city would enter into a 3 year agreement with Simple Recycling to provide free curbside recycling of clothing and home goods (clothing, shoes, accessories, linens, towels, coats & jackets, kitchenware, tools and toys). The recycling of these textiles by Simple Recycling would occur on the same day as the existing curbside recycling program.

Keep Friendswood Beautiful goal is to be a “Green” or Environmentally Sensitive Community by reducing the amount of material that goes into the landfill.

This agreement will have no financial impact on the City of Friendswood. In fact, Simple Recycling will pay to the city a sum equal to one cent (\$0.01) per pound of Soft Recyclables collected by the Contractor.

RECOMMENDATIONS

Staff recommends that Council approve the agreement with Simple Recycling, and authorize the Mayor to execute the agreement on behalf of the City.

ATTACHMENTS

[Simple Recycling Agreement](#)

[Letter of Support – Keep Friendswood Beautiful](#)

[Letter of Support – Keep Pearland Beautiful](#)

[Letter of Support – City of Sugar land](#)

[Survey](#)

[Survey Results](#)

[Survey Comments](#)

[Mailer 1](#)

CONTRACT

**RESIDENTIAL COLLECTION, TRANSPORTATION, AND
PROCESSING OF, AND DISPOSAL SERVICES FOR, SOFT
RECYCLABLES**

November 5, 2018

Soft Recyclables Collection Contract

Table of Contents

CONTRACT		2
Article I.	Definitions	3
Article II.	Residential Service and Collection Specifications	4
	A. Collection Schedule, Hours of Service, and Collection Frequency	
	B. Collection Days and Routing	
	C. Holiday Schedule	
	D. Missed Collections and Complaints	
	E. Spills	
	F. Receptacles	
	G. Soft Recyclables	
	H. Collection Impediments	
Article III.	City Facilities	7
	A. Service to City Facilities	
	B. Special Events	
Article IV.	Collection Vehicles and Equipment	8
Article V.	Educational Programs	9
Article VI.	Reporting	9
	A. Reporting	
Article VII.	Fee and Payment	10
Article VIII.	Processing Facilities	10
	A. Processing Facilities	
	B. Ownership of Soft Recyclables Collected	
Article IX.	Independent Contractor	11
Article X.	Human Resources and Labor Force	11
	A. Contractor's Employee and Contract Labor	
	B. Subcontractors	
Article XI.	Permits, Penalties, and Fines	12
	A. Payment of Fines and Penalties	
	B. Licenses and Permits	
Article XII.	Indemnification	13
Article XIII.	Insurance	13

A. Insurance	
Article XIV. Monitoring	13
A. Performance Monitoring	
Article XV. Contract Term and Dates to Begin Services	14
A. Annexation	
B. Contract Term, Contract Extension, and Contract Amendment	
Article XVI. Termination of Contract.....	14
A. Termination by City	
B. Termination by the Contractor for City’s Default	
C. Force Majeure	
Article XVII. Miscellaneous	16
A. Notice	
B. Paragraph Headings	
C. Assignability	
D. Changes in Law and Severability	
Article XVIII. Appendices	18
Appendix A Soft Recyclables Acceptable Item List	19
Appendix B Insurance.....	20

CONTRACT

This Contract (Contract) for the collection of Soft Recyclables is effective on the later date of the parties’ execution of this Contract, by and between the City of Friendswood (“City”) and Great

Lakes Recycling, Inc. d/b/a Simple Recycling (“Contractor” and collectively with the City, the “Parties”) is executed for the purpose of providing Residential Collection, Transportation, and Processing of, and Disposal Services for, Soft Recyclables within the City of Friendswood. Contractor is responsible for providing all of the services and all equipment, materials, supplies, labor, supervision, and other items necessary to complete the work described herein.

CITY OF FRIENDSWOOD

**GREAT LAKES RECYCLING, INC.,
D/B/A SIMPLE RECYCLING**

By: _____
Morad Kabiri, City Manager

By: _____
Adam Winfield, President
Great Lakes Recycling, Inc.
d/b/a Simple Recycling

Date: _____

Date: _____

Whereas, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

Article I. Definitions

For the purpose of this Contract the following definitions apply:

Bag means a plastic sack used to hold Soft Recyclables with sufficient wall strength to withstand the weight of the contents when lifted from the top.

City means the City of Friendswood, Texas, a municipal corporation, and includes City management and staff acting on behalf of the City Manager and Council for the purposes of managing the collection, transportation, processing and disposal of Soft Recyclables

Complaint means a notification or correspondence expressing or reporting disapproval of collection practices, unsatisfactory service, an accusation of property damage, a missed collection, or general dissatisfaction with the Contractor or services provided by the Contractor.

Contract Labor means any employee providing services under this Contract and not directly employed by the Contractor.

Contractor means Great Lakes Recycling, Inc. d/b/a Simple Recycling and its successors or assigns.

Excluded Items means Garbage, Green Waste, Hazardous Waste, large furniture, large appliances, newspapers, carpet, household items, such as car seats, cribs, mattresses, paint, tires, ,and cleaning solutions and any item heavier than fifty (50) pounds.

Holiday means the following days: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Missed Collection means a collection that was not provided as scheduled.

Receptacle means a Bag, box or bin supplied by the Contractor and used to hold Soft Recyclables.

Recycling means a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, which is composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Program means a program designed to meet the Recycling goals established by the U.S. Environmental Protection Agency, the TCEQ, or the City to reduce waste impacts.

Residential Unit means a dwelling within the geographical limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit is deemed occupied when water service is being supplied to the Residential Unit.

Soft Recyclables means items of an individual weight less than fifty (50) pounds that can be carried by one person and include the items identified as Soft Recyclables in Appendix A. Soft Recyclables.

Special Event means an event sponsored, co-sponsored, or supported by the City.

Tag means preprinted correspondence attached to an item for the purpose of notifying resident of problems with an item set out for collection.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

Unit Price means the amount to provide Soft Recyclables services to each Residential Unit, as designated in this Contract.

Article II. Residential Service and Collection Specifications

A. Collection Schedule, Hours of Service, and Collection Frequency

1. Collection shall be scheduled by subdivision on the City's specified recycling collection day. No collection shall be made on Saturdays or Sundays except during weeks that contain a rolling holiday schedule. The collection schedule will be determined by the City.
2. Collection must occur between 7:00 a.m. and 6:00 p.m. on the scheduled collection day.
3. Collection of Soft Recyclables from a Residential Unit must be provided once a week.

B. Collection Days and Routing

1. Collection shall occur in a routine manner, following established Routes.
2. The City shall submit a schedule of collection days to the Contractor at least forty-five (45) days prior to implementation of service.

3. If change in a collection schedule is necessary, the City will notify the Contractor at least sixty (60) days prior to implementation of any change.
4. Contractor must collect all items placed at the curb that are in compliance with this Contract on the first pass by the home.
5. The Contractor shall Tag items placed for collection that are not collectable under the terms of this Contract.

C. Holiday Schedule

1. The collection of Soft Recyclable shall not be provided on city holidays unless approved by the City.
2. Contractor must follow the City-approved holiday collection schedule for the term of this Contract.

D. Missed Collections and Complaints

1. Contractor must give immediate and courteous attention to all customer inquiries or requests about the collection services for Soft Recyclables.
2. Contractor must have staff on-call for after-hours problems and emergencies.
3. Contractor must maintain a log of all calls (inquiries, missed collections, and complaints) that includes 1) the date and time of notification; 2) address and subdivision of occurrence/complaint; 3) manner of resolution and/or collection; 4) time of resolution and/or collection.
4. The Contractor must maintain an office with a local telephone number or toll free number for the purpose of handling all customer complaints and any other calls regarding the collection service provided by Contractor. The office must be adequately staffed and equipped to meet the specifications of this Contract. The Contractor agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. Contractor agrees to keep the phones available for calls from 8:30 a.m. to 5:00 p.m. (CST) on all collection days except holidays. The phones must be staffed with sufficient competent personnel to handle calls and inquiries during such hours.
5. Missed Collections

If a collection is missed by the Contractor, Contractor must provide collection within the next 24 hours and inform the resident of the time the collection will be provided. When a missed collection is received on the day preceding a holiday, the Contractor must provide collection within the first three (3) hours of the next working day.

6. Complaints

- a. Contractor must notify the City within two hours of any service complaint received and the planned resolution. Service complaints include such things as property damage, equipment leaks, spills, poor service, rude and discourteous service, unsafe operations, suspicious behavior.
- b. The Contractor must provide the City with a full written explanation of the disposition of any complaint involving property damage within three working days following disposition.

E. Spills

1. If Soft Recyclables spill onto a street, sidewalk, private property, or public property at any time during collection and transport, Contractor must either (i) clean up the spill and place the Soft Recyclables in the collection vehicle before the vehicle proceeds to the next stop on the collection route, or (ii) promptly make necessary arrangements for the immediate clean-up of the spilled Soft Recyclables.
2. Each vehicle must be equipped with the proper tools to adequately clean up any spillage.

F. Receptacles

1. During the term of this Contract, Contractor must purchase (at its sole cost), and maintain an inventory of acceptable and approved bags and stickers for distribution to each Residential Unit. Contractor must provide new bags and stickers to each Residential Unit immediately upon execution of this Contract and thereafter upon a customer request. Bags must be delivered with a City-approved informational brochure on the Recycling Collection Program (of Soft Recyclables) produced by the City and printed by the Contractor.

G. Soft Recyclables

1. Collection
 - a. Soft Recyclables shall be collected once per week in a vehicle designated for collection of Soft Recyclables.
 - b. Collection must occur on the City's specified recycling collection day(s).

- c. Residents must be encouraged to separate and set out Soft Recyclables, but neither the City nor the Contractor will mandate participation in the program.
 - d. Contractor shall leave materials at the curb that are not Soft Recyclables to the extent that Contractor can separate them.
- 2. List of Soft Recyclables
 - a. Contractor must collect all items on the List of Soft Recyclables.
 - b. With approval of the City, the Contractor may alter the List of Soft Recyclables. The request must be made in writing, specify the reason for the request, and explain the impact of deleting or adding the item(s) for collection and processing. After approval of the notice by the City, Contractor shall distribute a notice to City residents, advising them of any changes to items to be collected by Contractor.
 - c. Contractor shall deliver Soft Recyclables to the Processing Facilities identified in the list delivered to the City pursuant to this Contract.
 - d. Contractor must not landfill any Soft Recyclables without the prior written consent of the City.

H. Collection Impediments

- 1. Contractor is responsible for providing services to collect Soft Recyclables to households affected by collection impediments, such as house repair/construction, street repair/construction, vehicles parked in the street, and/or utility repair/construction.
- 2. Contractor shall notify the City of the specific locations where such impediments routinely hinder collection.

Article III. City Facilities

A. Service to City Facilities.

- 1. Soft Recyclables collection service to facilities owned and/or operated by the City shall be provided at no cost to the City.
- 2. Service shall be at a frequency reasonably determined by the City.

B. Special Events

1. The Contractor must provide the City services to collect Soft Recyclables at the Spring Sparkle and the Fall Haul and one other Special Event. The Contractor must collect Soft Recyclables at these Special Event and dispose of them as required by this Contract.
2. City will give a minimum of two (2) weeks advance notice of when services will be needed for a Special Event.

Article IV. Collection Vehicles and Equipment

A. Collection Vehicles and Equipment

1. Contractor must provide and maintain a fleet of collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this Contract during peak and non-peak seasons.
2. At all times the Contractor must provide well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. Contractor shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from Contractor's vehicles or equipment.
3. All vehicles and equipment used by Contractor for the collection of Soft Recyclables must be clearly marked with Contractor's name in letters of a size sufficient to reasonably identify the vehicle and equipment, but not less than five inches (5") in height.
4. The Contractor must assign each of its vehicles an identifying number and must mark the identifying number upon each vehicle in two prominent locations, as approved by the City, in a size not less than five inches (5") in height.
5. The Contractor must operate all vehicles and equipment in compliance with all laws and manufacturers' specifications.
6. The Contractor's name and telephone number must be clearly marked on both sides of each vehicle or equipment.
7. Annually on or before January 1, the Contractor shall provide the City with a List of Vehicles and Equipment that will be used to service this Contract and shall notify the City of deletions and additions from the previous twelve-month period. The Contractor must include the age of each vehicle and equipment on the list.

Article V. Educational Programs

A. Educational Programs

1. The Contractor must coordinate with the City to provide educational materials to inform residents of the Soft Recyclables program.
2. The Contractor must participate in City- directed promotional and educational efforts as outlined below:
 - a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set-out procedures.
 - b. Training employees to deal courteously with customers on the telephone and on-route to promote the collection services and to explain proper preparation of Soft Recyclables.
 - c. Coordinate with the City for distribution of written promotional and instructional materials directly to Residential Units.
 - d. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
 - e. Provide advice to the City on promotional and educational material content and presentation.
3. Any communication to Friendswood residents shall not be sent without prior approval from the City.

Article VI. Reporting

A. Reporting

1. The Contractor must maintain and submit to the City quarterly (calendar quarters) and annual reports. Reports must have the information specified below and be in a Microsoft compatible digital format. The reports must include a spreadsheet listing the amount of Soft Recyclables collected (in tons/pounds), number of stops and payment to the City. Quarterly reports are due within 30 days following each March 31st, June 30th, September 30th, and December 31st. The annual reports are due by January 31st following the end of the calendar year.
2. The Contractor must submit the reports by the 20th day following the reporting period.
3. The Contractor must submit reports to:

Mail/Delivery:

City of Friendswood
Attn: Director of Parks and Recreation
910 South Friendswood Drive
Friendswood, Texas 77546-4856

Or via email: jtoney@friendswood.com

Article VII. Fee and Payment

A. Fee and Payment

1. For and in consideration of the right to provide the services under this Contract, the Contractor:
 - a. Must remove and dispose of all Soft Recyclables at no cost to City or customers; and
 - b. Shall pay to the City a sum equal to one cent (\$0.01) per pound of Soft Recyclables collected by the Contractor.
2. The Contractor must submit payment to the City within thirty (30) days following the close of each calendar month during the term of this Contract. The payment to the City must include documents showing the weight of the Soft Recyclables collected each month.
3. The City's acceptance of a payment is not deemed to be a release or an accord and satisfaction of any claim the City may have for further or additional sums due or payable to the City under this Contract.
4. The City may inspect and audit the Contractor's records upon which payments to the City are computed and paid. If the City's inspection or audit shows that the Contractor has underpaid an amount required to be paid under this Contract, Contractor must pay the deficiency within 60 days of the date the City gives the Contractor written notice of the deficiency. If the deficiency is more than ten percent of the amount the Contractor was required to pay for the quarter, the Contractor must also pay a penalty of ten percent per annum, compounded daily, on the deficiency and the City's reasonable cost incurred for the inspection or audit.

Article VIII. Processing Facilities

A. Processing Facilities

1. The Contractor shall identify and provide the City with a list of the designated Processing Facilities that will be accepting Soft Recyclables collected under the

terms of this Contract. Each disposal facility and processing facility must be legally authorized and have been issued the permits required under all applicable federal, state, and local laws.

B. Ownership of Soft Recyclables Collected

1. The Contractor accepts title to the Soft Recyclables placed for collection when the Recyclables are removed by the Contractor from a Receptacle, removed from the customer's premises, or placed in Contractor's vehicle, whichever first occurs.

Article IX. Independent Contractor

The relationship of the Contractor to the City shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the Parties is created by this Contract. By entering into this Contract with the City, Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent or employee of the Contractor will be for any purpose an employee of the City and that no officer, agent or employee of the Contractor is entitled to any of the benefits and privileges of a City employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the City of Friendswood.

Article X. Human Resources and Labor Force

A. Contractor's Employees and Contract Labor

1. The Contractor must assure that its employees and contract laborers serve the public in a courteous, helpful, and impartial manner.
2. The Contractor must outfit each employee or contract laborer in uniforms that clearly identifies him/her as a representative of the Contractor.
3. The Contractor must provide each employee and contract laborer with appropriate safety equipment.
4. The Contractor must assure that all employees and contract laborers are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.
5. The Contractor must conduct background checks and annual DMV record checks on all employees and, subject to and except as provided by applicable law, will not employ individuals found to have job-related criminal history. Nothing in this provision, however, shall be construed to require Contractor to violate federal or state laws regarding employment of individuals with criminal histories.

6. The Contractor must employ superintendents, foremen, and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them.
7. The Contractor must provide a written report to the City outlining complete details of any allegation that a Contractor's employee(s) or contract laborer(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally in connection with this Contract. The Contractor's report must also include the name and title of the employee/contract laborer and disciplinary action taken.
8. The City may request that an employee be barred from further work for the Contractor in connection with this Contract for reasons stated in the foregoing paragraph 7. The City's request will be in writing and will describe the reasons for the request. Upon receipt of the City's request, the Contractor must conduct an investigation and respond to the City within 48 hours of the City's request. The City and the Contractor will mutually agree on the appropriate action based on the City's information and the results of the Contractor's investigation.

B. Subcontractors

1. The Contractor must not subcontract any task under this Contract without the prior written consent of the City. The Contractor shall submit a list of potential subcontractors for advance approval by the City.
2. The Contractor must properly supervise and instruct subcontractors to assure that the subcontractors comply with all requirements of this Contract in performing any work hereunder. The Contractor is responsible for the acts or omissions of its subcontractors.

Article XI. Permits, Penalties and Fines

A. Payment of Fines and Penalties

1. The Contractor must pay any and all fines or penalties assessed against the City by any entity having jurisdiction for the Contractor's violations of applicable laws, codes, regulations or orders arising in connection with the Contractor's performance of services hereunder.

B. Licenses and Permits

1. The Contractor must obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of the Contractor's operations herein.

ARTICLE XII. INDEMNIFICATION

THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XIII. INSURANCE

A. Insurance

The Contractor must maintain the types and amounts of insurance and comply with the insurance requirements shown in the attached Appendix B. The Contractor must notify the City in writing at least thirty (30) days' prior to any non-renewal of or material change in the insurance coverage(s) required by this Contract. Contractor shall require all of its subcontractors performing services under this Contract to maintain types and amounts of insurance and comply with the insurance requirements shown in the attached Appendix B.

Article XIV. Monitoring

A. Performance Monitoring

1. The Contractor must supervise and monitor all work specified in this Contract for compliance with this Contract.
2. The City will administer and monitor Contractor activities and performance with field monitoring and inspections.
3. The City may inspect and monitor the collection, transportation, and processing/disposal operations pertaining to this Contract.

4. The Contractor must have a representative available to meet with City staff and/or City Council as needed to discuss performance, problems, and resolutions.
5. Within three working days after a request by the City, the Contractor must provide to the City explanations of non-compliance and the action(s) taken to rectify the problem(s).

Article XV. Contract Term and Dates to Begin Services

A. Annexation

The Contractor must provide services to collect Soft Recyclables from Residential Units located within land annexed into the City's corporate boundaries during the term of this Contract, in accordance with the terms specified in this Contract.

B. Contract Term, Contract Extension, and Contract Amendment

1. The term of this Contract shall be for a period of three (3) years, commencing on the later date of the parties' execution of this Contract, unless terminated as provided in this Contract. The Soft Recyclables collection services will begin on January 7, 2019.
2. The City and Contractor may extend this Contract for one three-year term , upon mutual written agreement, by each party giving written notice of the its intention to extend the Contract ninety (90) days before the expiration of the initial term.
3. This Contract may be amended only by written instrument duly executed by the City and Contractor.

Article XVI. Termination of Contract

A. Termination by City

1. Termination by City.
 - a. The City may terminate the Contractor's performance of services under this Contract in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this subsection. Default by the Contractor shall occur if the Contractor fails to comply with the terms of this Contract. If a default occurs, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The City, at its sole option, may

extend the proposed date of termination to a later date. If the Contractor cures the default within ninety (90) days or the extended date approved by the City, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City may terminate the Contractor's performance under this Contract as of such date.

- b. The following, by way of example, but not of limitation, may be considered a default and grounds for cancellation, in whole or in part:
 - i. Failure of Contractor to perform or observe any of the obligations, covenants, agreements, and conditions required to be performed or observed by Contractor herein;
 - ii. Failure of the Contractor to commence work operations within the time specified in the Contract;
 - iii. Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
 - iv. Evidence that the Contractor has abandoned the work;
 - v. Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
 - vi. Failure on the part of the Contractor to comply with the terms of the Contract or any requirements given by the City provided for in this Contract; or
 - vii. Indication that the Contractor has made an unauthorized assignment of the Contract.
- c. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.
- d. Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Contract to the date of termination. The Contractor must submit payment to the City for the Soft Recyclables collected and not paid for under Article VII.
- e. In addition to, or in lieu of the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by the Contractor:

- i. if the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof.

B. Termination by the Contractor for City's Default

The Contractor may terminate its performance under this Contract only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Contract. Should such a default occur, the Contractor may deliver a written notice to the City describing such default, specifying the provisions of the Contract under which the Contractor considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Contract as of such date.

C. Force Majeure

No party may be deemed to be in default of this Contract if performance of this Contract is delayed, disrupted, or becomes impossible because of any act of God, tornado, war, earthquake, fire, strike, hurricanes, floods, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the party during the time, but only for so long as, the event of force majeure reasonably prevents performance. Upon occurrence of any such event, the Contractor will make the "best reasonable effort" to collect, transport, process and dispose of Soft Recyclables.

Article XVII. Miscellaneous

A. Notice

1. All notices required under this Contract shall be in writing and be sent by United States mail, courier service, facsimile or may be delivered in person. All notices shall be sent or delivered to the following addresses or as the City or Contractor may hereafter designate by written notice. Notice shall be deemed to have been given when the notice is mailed or delivered by fax, electronic mail, courier or in person, to the following address, as applicable.

Contractor:

Adam Winfield, President
Great Lakes Recycling, Inc.
DBA Simple Recycling
5425 Naiman Pkwy
Solon, Oh 44139

City:

City of Friendswood
Attention: Director of Parks & Recreation
910 South Friendswood Drive
Friendswood, Texas 77546-4856

B. Paragraph Headings

1. Paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Contract.

C. Assignability

1. Neither the Contractor nor the City may assign its interest in this Contract without the written consent of the other party.

D. Changes in Law and Severability

The City and the Contractor agree to use their best efforts and cooperate with each other to amend this Contract to meet legal requirements or enter into a new lawful contract regarding the provision of the services contemplated by this Contract:

1. If subsequent federal or state legislation or a final non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal or unenforceable; or
2. A party's rights or obligations under this Contract are materially prejudiced.

The City and the Contractor intend that this Contract be modified or amended by the court to render it enforceable to the maximum extent permitted to effectuate the Parties' intent regarding the provision of Soft Recyclables collection services under this Contract if:

1. A non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal or unenforceable; or
2. A party's rights or obligations under this Contract are materially prejudiced.

If, however, a term, covenant, or condition in this Contract is held to be invalid by any court of competent jurisdiction and the invalidity does not materially prejudice a party's

rights or obligations under this Contract, the invalidity shall not affect any other term, covenant, or condition herein contained.

E. Disclosure of Interested Persons. This Contract is subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

F. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel through the term of this Agreement. For purposes of verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes.

Article XVIII. Appendices

The following Appendices are attached to and incorporated into this Contract:

Appendix A –List of Soft Recyclables

Appendix B – Insurance Requirements

APPENDIX A

SOFT RECYCLABLES ACCEPTABLE ITEM LIST

Men's Clothing
Women's Clothing
Children's Clothing
Coats and Jackets
Jewelry
Shoes
Purses
Hats
Toys
Pictures
Mirrors
Blankets
Drapes/Curtains
Pillows
Sleeping Bags
Small Furniture
Small Appliances
Irons
Radios
Lamps
Hairdryers
Tools
Toasters
Microwaves
Coffee Makers
Silverware
Dishes
Pots/Pans
Glasses
Backpacks

APPENDIX B

INSURANCE REQUIREMENTS

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Friendswood accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Friendswood shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Friendswood shall be contained in all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Friendswood will receive at least thirty (30) days' written notice prior to cancellation of the insurance.
- D. All insurance policies, which name The City of Friendswood as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- I. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- J. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- K. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Friendswood within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Friendswood, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Friendswood. The certificate of

insurance and endorsements shall be sent to:

**City of Friendswood
Purchasing Office**

emailed to: jspears@friendswood.com

**910 South Friendswood Drive
Friendswood, TX 77546-4856**

Questions, please contact Jeffrey Spears, Purchasing Coordinator, City of Friendswood 281 996-3274

(Instructions for completing and submitting a certificate to the City of Friendswood)

Complete the certificate of insurance with the information

listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- I) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- J) Worker's Compensation (or equivalent) and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- K) Insurance Policy #'s
- L) Insurance policy effective dates (always check for current dates)
- M) Insurance Policy limits (**See Insurance Requirements Checklist**)
- N) City of Friendswood's name and address information must be listed in this section
- O) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Friendswood in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- P) The certificate must be signed by the Authorized Agent in this section of the certificate form.

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation (or equivalent) Statutory limits, State of TX.

☒ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☒ Commercial General Liability:

	☐ Very High/High Risk	☒ Medium Risk	☐ Low Risk
Each Occurrence	\$5,000,000	\$500,000	\$300,000
Fire Damage	\$5,000,000	\$100,000	\$100,000
Personal & ADV Injury	\$5,000,000	\$1,000,000	\$600,000
General Aggregate	\$5,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$5,000,000	\$500,000	\$300,000
XCU	\$5,000,000	\$500,000	\$300,000

☒ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

☐ Very High/ High Risk	☒ Medium Risk	☐ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Friendswood) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Friendswood)

☐ Other Insurance Required: _____



Keep Friendswood Beautiful

910 South Friendswood Drive
Friendswood, Texas 77546-4856
(281) 996-3220

Friendswood City Council Members:

At the Keep Friendswood Beautiful board meeting on September 25, 2018, the board approved participation in the Simple Recycling Program for Friendswood residents. We have carefully researched this program, received positive feedback from other cities involved in this program and have met with the representative in charge of this program for our area. We are satisfied that this program is a good fit for our community and addresses the need today for "textile recycling" which is an up and coming recycling initiative across the nation.

Thank you for your consideration of this program for Friendswood and thank you for your continuous support of KFB goals and initiatives.

Sherry Goen

Keep Friendswood Beautiful Chairperson

From: [Scott Stevenson](#)
To: [Kimberly Ramirez](#)
Subject: Fwd: Letter
Date: Wednesday, August 15, 2018 7:39:05 PM

See below letter from Pearland

Begin forwarded message:

From: Andrew Miller <amiller@mykpb.org>
Date: August 8, 2018 at 1:31:17 PM CDT
To: Scott Stevenson <scott@simplerecycling.com>
Subject: Re: Letter

See below. Let me know if you need anything further.

City of Pearland residents have been enjoying free curbside pickup of textiles from Simple Recycling for over 1 year now. To date this program has helped divert over 100 tons of textiles in Pearland from the landfill. Any new program has it's challenges, but overall this program has helped further the mission of Keep Pearland Beautiful. The program truly is 'simple' and has added value to the services we provide our residents.

Andrew J. Miller

Executive Director
Keep Pearland Beautiful
www.mykpb.org
facebook.com/keeppearlandbeautiful
twitter.com/kpbpearland
pinterest.com/mykpb

Office: 281-489-2795
Mobile: 281-923-4529
Fax: 1-281-994-9735

Address: 5800 Magnolia St., Pearland, TX 77584

On Tue, Aug 7, 2018 at 3:01 PM, Scott Stevenson
<scott@simplerecycling.com> wrote:

Andrew,

I was wondering if we could get a letter of endorsement from you about the program via email. This is for friendswood.

Also any luck with the gate code?

Regards,

Scott Stevenson
Municipal Representative
C: 281-520-0427
O: 866-835-5068
Scott@simplerecycling.com
www.simplerecycling.com



CITY OF SUGAR LAND

Taylor Danesi
Environmental Manager
City of Sugar Land
101 Gillingham Ln
Sugar Land, TX 77478

August 13, 2018

On behalf of the City of Sugar Land, I would like to recommend the services provided by Simple Recycling. As of March 2016, Simple Recycling has provided the residents of Sugar Land with textile recycling service in an efficient and effective manner. Although the City encourages residents to donate items to local charities first, we believe there is a tremendous advantage in having an alternative option for items not suitable for donation. Simple Recycling's program has been largely embraced by our residents and has helped to sustain our aggressive landfill diversion rate. The partnership with Simple Recycling has enhanced our solid waste services with no additional cost to residents.

Our residents have the ability to order collection bags via our city website with order confirmations being provided to our Solid Waste department for recording purposes. Collection takes place once a week in conjunction with resident's recycling service day. The Simple Recycling collection team has provided consistent service with minimal customer service issues. When issues do arise, Scott and his team are prompt in rectifying the situation.

The City of Sugar Land has seen much success with Simple Recycling and would recommend their services as part of your solid waste program.

Thank you,

A handwritten signature in cursive script that reads "Taylor Danesi".



**FREE CURBSIDE
CLOTHING & HOME GOODS
RECYCLING PROGRAM**

FREE

**TURN
KEY**

**SIMPLE
& EASY**

**SAVE \$
MAKE \$**

Who is Simple Recycling?

We have over 50 years of experience in clothing & household discard collection

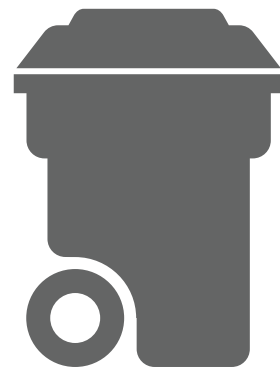
Our sister company manages clothing & household discard donation programs in partnership with non-profit organizations¹

Environmental Impact Facts

Clothing, Appliances, Durables, & Furniture account for 15% of local waste stream



**85% OF TEXTILES
ARE NOT RECYCLED
OR DONATED**



**EPA ESTIMATES
70 LBS./PERSON OF CLOTHING
ARE THROWN AWAY EACH YEAR**

(YOUR CITY'S POPULATION X 70LBS = MILLIONS OF LBS./YEAR)

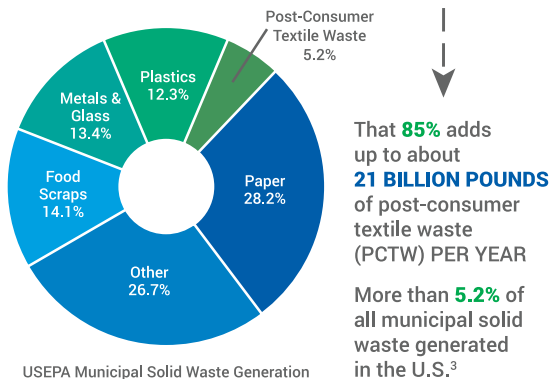
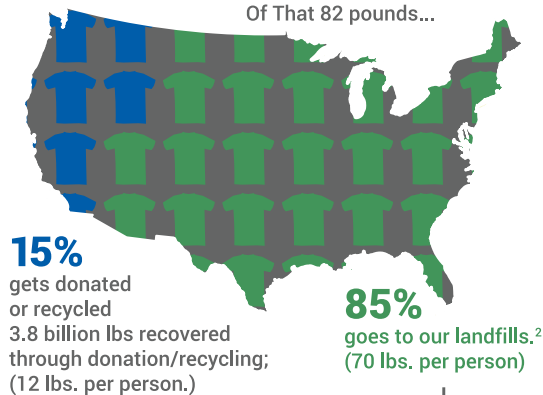
Source:
1. <http://www.weardonaterecycle.org>

THE FACTS ABOUT TEXTILE WASTE

The U.S. generates an average of **25 BILLION POUNDS** of textiles* per year.¹ → That's about **82 POUNDS** per U.S. resident.

* Textiles includes clothing, footwear, accessories, towels, bedding, drapery, etc.

Of That 82 pounds...

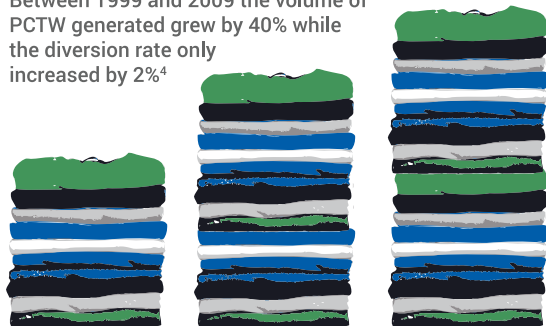


That **85%** adds up to about **21 BILLION POUNDS** of post-consumer textile waste (PCTW) PER YEAR

More than **5.2%** of all municipal solid waste generated in the U.S.³

AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40% while the diversion rate only increased by 2%.⁴



This Model has been Tested & Proven

Excerpt from USA Today, April 23, 2013 -

"Clothes recycling is going curbside in more U.S. towns as global prices rise for the used apparel, shoes and linens that Americans often toss in the trash.

Since September, more than a dozen local governments -- in Arizona, Massachusetts, New Jersey, Pennsylvania and Washington State -- have begun curbside pickup of textiles, often in special bags next to bins containing paper and cans."²



Source:
2. <http://www.usatoday.com/story/news/nation/2013/04/20/recycling-clothes-expands-curbide/2092351/>



COST TO YOUR RESIDENTS = \$0
COST TO YOUR CITY = \$0



Details & Logistics

Simple Recycling provides:

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Drop boxes in locations of city's choosing (if desired)

Your city provides:

- Supplemental notification & information to residents

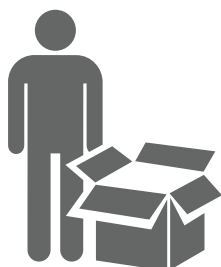


THE LIFE CYCLE OF SECONDHAND CLOTHING



WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



10-20%

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



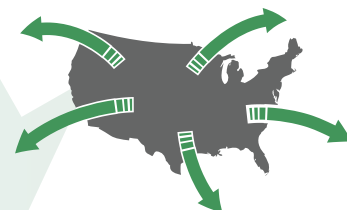
80%

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.



45%

Reused and Repurposed
Majority exported as secondhand clothing.



30%

Recycled and Converted
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



20%

Recycled into Fiber
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only **5%** ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.¹

WE MAKE IT SIMPLE TO DRAMATICALLY REDUCE TEXTILE WASTE.

Source:
1. "Textile Recycling in the U.S." Report submitted to
SMART by Dr. Jana Hawley PhD, Univ. of Missouri 2009

www.SimpleRecycling.com • Info@SimpleRecycling.com

UPGRADE

CREATE SURVEY

cofparksandrec

Create better surveys faster. Upgrade to add users and get team collaboration tools. [View pricing »](#)

Keep Friendswood Beautiful Textile Recycling Survey



SUMMARY → DESIGN SURVEY → PREVIEW & SCORE → COLLECT RESPONSES → ANALYZE RESULTS → PRESENT RESULTS NEW!

CURRENT VIEW ? ^

+ FILTER + COMPARE + SHOW

No rules applied ?

Rules allow you to **FILTER**, **COMPARE** and **SHOW** results to see trends and patterns.

[Learn more »](#)

SAVED VIEWS (1) ? v

EXPORTS ? ^

PAID FEATURE
Export your survey data in .PDF, .XLS, .CSV, .PPTX, or SPSS format.

[UPGRADE](#) [Learn more »](#)

SHARED DATA ? v

RESPONDENTS: 48 of 48

QUESTION SUMMARIES

DATA TRENDS

INDIVIDUAL RESPONSES

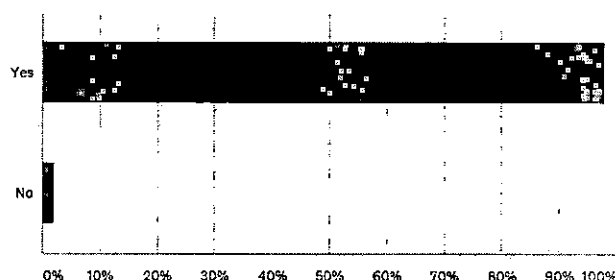
Page 1

Q1

[Customize](#)

Would you be interested in a free textile recycle program in Friendswood if the materials are graded and sorted locally and/or regionally based on quality and condition. The top quality materials will be resold to local outlets, mid grade is exported to international markets and "unusable" materials are processed for raw materials. This program prevents clothing ending up in our landfills at no cost to the resident or city. The program also encourages donations first to local non-profit organizations, the clothing that is unacceptable for a local non-profit clothing donation store is great for a program and prevents those items ending up in the land fill.

Answered: 47 Skipped: 1



ANSWER CHOICES

RESPONSES

Yes

97.87%

No

2.13%

TOTAL

Q2

[Customize](#)

Would you like the idea of curbside pick up with your weekly recycle program?

Answered: 47 Skipped: 1

ANSWER CHOICES

- ▼ Yes
- ▼ No

TOTAL

RESPONSES

89.36%

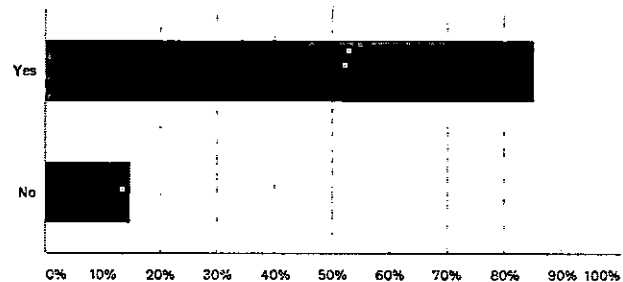
10.64%

Q3

Customize

Do you participate in the weekly recycling pickup in Friendswood?

Answered: 47 Skipped: 1



ANSWER CHOICES

- ▼ Yes
- ▼ No

TOTAL

RESPONSES

85.11%

14.89%

Q4

Comments:

Answered: 18 Skipped: 30

RESPONSES (18) WORD CLOUD TAGS (0)

PAID FEATURE

Text Analysis lets you search and tag comments and see word clouds of frequent words and phrases. To get this feature, upgrade to

UPGRADE

Learn more »



Apply to Selected ▼

Filter by tag ▼

Search responses

Showing 18 responses



No

I'm not a Friendswood resident but I live nearby think it's great that you're considering this.

10/14/2018 6:15 PM

View response



Knowing that y'all will be selling the nicer stuff, I would not want to pay for this service. Also maybe a monthly pickup would be better rather than weekly.

10/14/2018 5:59 PM

View response



Rather than textile I would love to see curbside plastic bag pick up.

SURVEY COMMENTS

I'm not a Friendswood resident but I live nearby think it's great that you're considering this.

10/14/2018 6:15 PM [View respondent's answers](#)



Knowing that y'all will be selling the nicer stuff, I would not want to pay for this service. Also maybe a monthly pickup would work better rather than weekly.

10/14/2018 5:59 PM [View respondent's answers](#)



Rather than textile I would love to see curbside plastic bag pick up.

10/14/2018 1:57 PM [View respondent's answers](#)



Recently purchased a home in Friendswood and believe any good community should do their part to protect the environment by repurposing, reusing, or recycling.

10/12/2018 12:44 PM [View respondent's answers](#)



Great idea

10/12/2018 12:25 PM [View respondent's answers](#)



I think most people clean out there clothes one or two times a year. Therefore, a weekly pickup schedule is probably too much. Clothes recycle pickup might need to be on a different schedule, possibly once a month. Or possibly a central drop off for clothes would work better.

10/12/2018 7:44 AM [View respondent's answers](#)



We should get curbside composting too!

10/12/2018 7:34 AM [View respondent's answers](#)



This is a great idea. I currently use my sister to recycle cloth since she has it in Sugar Land. Being able to have the ability curbside would be great!

10/12/2018 5:46 AM [View respondent's answers](#)



I would love this!

10/11/2018 8:28 PM [View respondent's answers](#)



We should be doing and promoting activities that reduce waste.

10/11/2018 6:46 PM [View respondent's answers](#)



This would be awesome but do other countries still buy it. I've heard of some complaining because it brings down there economy. Still a great idea instead landfill. Have you considered city compost as well?

10/11/2018 6:37 PM [View respondent's answers](#)



My box is broken due to the men throwing from across the street back to my driveway.

10/11/2018 6:19 PM [View respondent's answers](#)



Great idea!

10/11/2018 5:12 PM [View respondent's answers](#)



We love any kind of recycling! We'd even love bigger bins and pick up more than 1x a week!

10/11/2018 4:25 PM [View respondent's answers](#)



Great idea!

10/11/2018 3:21 PM [View respondent's answers](#)



Excellent idea to further Friendswood's recycling effort!

10/11/2018 3:17 PM [View respondent's answers](#)



The only concern I have with curbside pickup is: 1) Trash doesn't throw it away if there is an overlapping date. 2) We already have flea market trollers every pick up date as it is. How can we assure the donations don't end up in the back of a pickup truck and personally sold if curbside is used?

10/11/2018 2:39 PM [View respondent's answers](#)



PLEASE!!!! We need to save this beautiful Earth for the generations to come.

10/11/2018 12:27 PM



LET YOUR CLOTHING BE LOVED AGAIN

Need additional bags? Visit www.SimpleRecycling.com
Call 866.835.5068 or email: info@simplerecycling.com



DONATE FIRST



RECYCLE SECOND

simple recycling

A convenient collection program for
pre-loved clothing, shoes & accessories

85% OF ALL CLOTHING ENDS UP IN LANDFILLS,
ONLY 15% GETS RECYCLED OR DONATED



STEP 1

Place this bag in your closet
and fill it with clothing & shoes

STEP 2

Set your bag out on your
collection day by 7:00 am

STEP 3

Our friendly drivers will pick up
your bags and leave replacement
bags for future use

BEGINS JANUARY 7, 2019

RECYCLE CLOTHING, SHOES & ACCESSORIES



Brought to you by:



A convenient collection program for
pre-loved clothing, shoes & accessories

Place your orange Simple Recycling
bags where your trash/recycling is
picked up on your collection day



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: 11.05.18

Date Submitted: 10.22.15

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Waterworks & Sewer System Revenue Bonds, Series 2018 and Refunding General Obligation Bonds, Series 2019

Originating Department: Administrative Services City Attorney Review: N/A

Proceeding: Work Session

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

As mentioned during FY19 budget work sessions, staff highlighted the need to issue Water and Sewer (Revenue) Bonds totaling approximately \$40M over the next five years for utility capital improvement projects. At this time, staff is ready to proceed with the first of a two part revenue bond issuance totaling \$20,025,000 (included reserve requirements of \$1,632,507). The proceeds will fund the following projects:

- Lift Station #1 & #17 Combined Reconstruction - \$1,594,000
- Sanitary Sewer System Assessment Phase IV - Construction - \$1,464,000
- Water Plant #1 Tank Rehabilitation - \$1,207,000
- 42-inch Water Main Replacement - Phase I - \$2,531,200
- Sanitary Sewer System Assessment Phase V – Design - \$100,000
- Second Elevated Water Storage Tank Rehabilitation - \$954,000
- Sanitary Sewer System Assessment Phase VI – Design - \$100,000
- Surface Water Station #3 - \$3,600,000
- Lift Station #23 Reconstruction - \$2,540,000
- Sanitary Sewer Plant Additional Capacity - phase II - \$1,000,000
- Lift Station #4 Reconstruction - \$1,594,000
- Sanitary Sewer System Assessment Phase VII – Design - \$175,000
- Automated Meter Implementation - \$3,000,000

In addition to this issuance, we have an opportunity to refinance the remaining portions of the Series 2010B General Obligation Bonds (supported by water and sewer fund revenue) and the Permanent Improvement Bonds, Series 2010A. Refinancing these bonds will yield estimated interest costs savings (net of issuance costs) totaling approximately \$178,723. The proposed General Obligation Refunding Bonds, Series 2019 would be \$3,710,000. We would continue to support the Waterworks and Sewer System Bonds, Series 2010B portion of the debt with water and sewer system revenues.

John Robuck, BOK Financial Securities, Inc., our financial advisor, will be in attendance to review and discuss this opportunity. A tentative Schedule of Events is presented for your consideration and action.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the Waterworks and Sanitary Sewer System Revenue Bonds, Series 2018 will enable us to complete the above referenced water and sewer capital projects.

Issuance of the General Obligation Refunding Bonds, Series 2019 will enable us to save \$178,723 on future water and sewer debt interest payments.

RECOMMENDATIONS

Staff requests City Council's consideration to issue water and sewer revenue bonds and refinancing general obligation bonds.

ATTACHMENTS

[Bond Issuance Presentation – Water and Sewer Revenue Bonds and GO Refunding Bonds](#)



City of Friendswood, Texas

Schedule of Events Presentation:

\$20,025,000* Waterworks and Sewer System Revenue Bonds, Series 2018

\$3,725,000* General Obligation Refunding Bonds, Series 2019

Monday, November 5, 2018

* Preliminary, subject to change.



Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

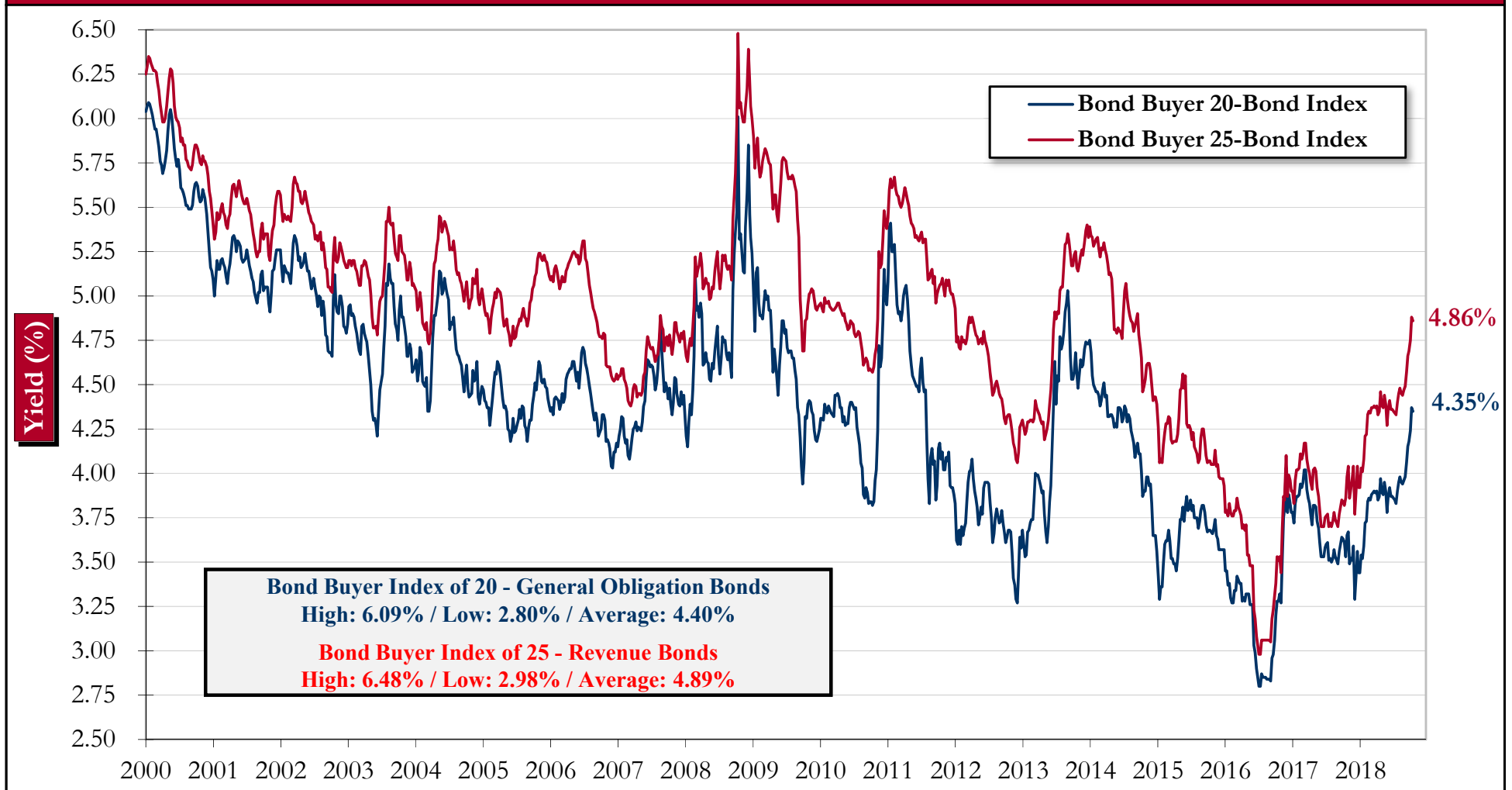
NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



City of Friendswood, Texas

Overview of Current Bond Market – Bond Buyer Index

**The Bond Buyer Index
January 1, 2000 To The Present**



The BBI 20 is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA." The BBI 25 is also published every Thursday. The rate consists of revenue bonds maturing in 30 years with an average rating equivalent to Moody's "A1" and S&P's "A+".



City of Friendswood, Texas

Waterworks and Sewer System Revenue Bonds, Series 2018 Estimated Debt Service Requirements

Fiscal Year Ending (9/30)	Current Total Debt Service (a)	Plus: The Series 2018 WWSS Bonds			Total Debt Service Requirements
		Principal (b)	Interest (c)	Total	
2019	\$405,100		\$678,625	\$678,625	\$1,083,725
2020	405,450	\$650,000	985,000	1,635,000	2,040,450
2021	400,750	680,000	951,750	1,631,750	2,032,500
2022	401,000	715,000	916,875	1,631,875	2,032,875
2023	401,150	750,000	880,250	1,630,250	2,031,400
2024	401,200	790,000	841,750	1,631,750	2,032,950
2025	404,800	830,000	801,250	1,631,250	2,036,050
2026	400,600	875,000	758,625	1,633,625	2,034,225
2027	404,700	920,000	713,750	1,633,750	2,038,450
2028	404,750	965,000	666,625	1,631,625	2,036,375
2029	404,400	1,015,000	617,125	1,632,125	2,036,525
2030	402,200	1,070,000	565,000	1,635,000	2,037,200
2031	404,500	1,120,000	510,250	1,630,250	2,034,750
2032	401,300	1,180,000	452,750	1,632,750	2,034,050
2033	402,600	1,240,000	392,250	1,632,250	2,034,850
2034	403,300	1,305,000	328,625	1,633,625	2,036,925
2035	403,400	1,370,000	261,750	1,631,750	2,035,150
2036	402,900	1,440,000	191,500	1,631,500	2,034,400
2037		1,515,000	117,625	1,632,625	1,632,625
2038		1,595,000	39,875	1,634,875	1,634,875
Totals	\$7,254,100	\$20,025,000	\$11,671,250	\$31,696,250	\$38,950,350
Average Annual Debt Service Requirements:					\$1,947,518
Coverage Requirements:					1.40 x
Net Revenue Available for Debt Service Requirement:					\$2,726,525

* Preliminary, subject to change. **Generates \$20,000,000 in proceeds and \$1,632,507 for the Reserve Fund Requirement.**

(a) Does not include the City's General Obligation debt paid by Waterworks and Sewer System revenues.

(b) Interest estimated at current market rates and includes estimated issuance costs.



City of Friendswood, Texas

General Obligation Refunding Bond, Series 2019 Summary of Bond to be Current Refunded

The Tax Cuts and Jobs Act of 2017 (the “Act”) was signed into law by President Trump on December 22, 2017. The Act made several changes that effect municipal issuers, including when an issuer can refund existing debt on a “tax-exempt” basis:

Advance Refundings:

Most “tax-exempt” advance refundings are prohibited under the Act, limiting municipal issuers’ refunding options to either a “taxable” advance refunding structure or the completion of a current refunding with “tax-exempt” bonds within 90 days of the existing call date.

Series	Maturity Date	Principal Amount *	Call Provisions Date/Price	Interest Rate
Permanent Improvement Refunding	3/1/2020	\$605,000	3/01/2019 @ 100	4.000%
Bonds, Series 2010B	3/1/2021	625,000	3/01/2019 @ 100	4.000%
Permanent Improvement Bonds, Series 2010A	3/1/2021	\$275,000	3/01/2019 @ 100	4.000%
	3/1/2023	285,000	3/01/2019 @ 100	4.000%
	3/1/2025	310,000	3/01/2019 @ 100	4.000%
	3/1/2027	305,000	3/01/2019 @ 100	4.000%
	3/1/2029	285,000	3/01/2019 @ 100	4.000%
	3/1/2031	310,000	3/01/2019 @ 100	4.000%
	3/1/2035	710,000	3/01/2019 @ 100	4.750%
Totals:		\$3,710,000		

* Preliminary, subject to change.



City of Friendswood, Texas

General Obligation Refunding Bonds, Series 2019 Estimated Debt Service and Savings

Fiscal Year Ending (9/30)	Current Total Debt Service	Less: Debt Service on the Refunded Bonds *	Plus: The Series 2019 Refunding Bonds		Total Debt Service	Estimated Savings (b)
			Principal *	Interest (a)		
2019	\$5,820,981	\$153,725	\$70,000	\$82,177	\$5,819,433	\$1,548
2020	5,820,331	878,925	750,000	116,400	5,807,806	12,525
2021	5,913,331	873,825	770,000	93,600	5,903,106	10,225
2022	5,516,831	235,625	145,000	79,875	5,506,081	10,750
2023	5,514,644	224,925	140,000	74,850	5,504,569	10,075
2024	5,509,106	234,025	150,000	71,250	5,496,331	12,775
2025	5,514,719	227,825	150,000	66,000	5,502,894	11,825
2026	5,570,731	236,325	165,000	59,700	5,559,106	11,625
2027	5,476,703	195,225	130,000	53,800	5,465,278	11,425
2028	5,479,119	194,725	135,000	48,500	5,467,894	11,225
2029	5,594,469	194,025	140,000	43,000	5,583,444	11,025
2030	5,594,250	193,125	145,000	37,300	5,583,425	10,825
2031	3,806,750	196,925	155,000	31,300	3,796,125	10,625
2032	926,106	194,806	160,000	24,750	916,050	10,056
2033	930,831	196,731	170,000	16,400	920,500	10,331
2034	925,900	193,300	170,000	11,600	914,200	11,700
2035	194,513	194,513	180,000	4,350	184,350	10,163
Totals	\$74,109,316	\$4,818,575	\$3,725,000	\$914,852	\$73,930,593	\$178,723

* Preliminary, subject to change.

(a) Interest estimated at current market rates for illustrative purposes only.

(b) Includes estimated transaction costs, accrued interest and any necessary debt service fund transfers.



City of Friendswood, Texas

Tentative Schedule of Events

October - 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November - 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December - 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January - 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

\$20,025,000* Waterworks and Sewer System Revenue Bonds, Series 2018

\$3,725,000* General Obligation Refunding Bonds, Series 2019

Date	Action	Role
Tuesday, October 23 rd	First Draft of Preliminary Official Statements (POS)	BOKFS
Tuesday, October 30 th	Second Draft of POS	BOKFS, MPH, City
Monday November 5 th	Council Meeting to Review Schedule of Events	BOKFS, City
Friday, November 9 th	Third Draft of POS	BOKFS, MPH, City
Week of November 12 th	Rating Agency Calls	BOKFS, City
Monday, November 19 th	Final Draft of POS	BOKFS, MPH, City, UW
Monday, November 26 th	Print and Distribute Final POS	BOKFS, UW
Monday, December 3rd	Pricing of Waterworks and Sewer System Revenue Bonds, Series 2018 and General Obligation Refunding Bonds, Series 2019	BOKFS, MPH, City, UW
	Council Meeting to Approve Sales	
Thursday, December 27th	Closing of Waterworks and Sewer System Revenue Bonds, Series 2018	BOKFS, MPH, City, UW
Tuesday, January 8, 2019	Closing of General Obligation Refunding Bonds, Series 2019	BOKFS, MPH, City, UW

Participants

City – City of Friendswood, Texas
 BOKFS – BOK Financial Securities, Inc.
 MPH – McCall, Parkhurst & Horton L.L.P.
 UW - Underwriters

* Preliminary, subject to change.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 29, 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 water and sanitary sewer portion of the project has been completed by City crews. The revised project includes a parking lot with 44 spaces, 1,650 linear feet of sidewalks, and storm sewer. We have started to make some progress on the pavement after the September rains. The contractor is scheduled to pour a substantial amount of concrete (280 yards) on Tuesday October 30th ahead of the council meeting. This would complete the walking trail, one-half of the parking lot, and one-half of the entrance drive.

We went out for bids on the Restroom Building and Pavilion buildings earlier this month. On the November agenda is an action item for the possible acceptance of bids and awarding of a contract.

- **Blackhawk Boulevard Phase II** –The City issued the notice to proceed for June 4, 2018. City Council approved three alternates on the project to allow for construction to go from Friendswood Link to Edenvale. The Contractor has been systematically working their way down Blackhawk. They have been removing concrete, installing water and sanitary sewer, and storm sewer infrastructure. They have made it down to Abercreek Avenue after starting at Edenvale.

- **2018 Street Maintenance Contract** – The City issued the notice to proceed for October 8, 2018. The Contractor, Angel Brothers, has begun work on East Viejo and will proceed to Moore Road upon completion.
- **Storm Sewer Cleaning and Inspection** – The City issued the notice to proceed for October 8, 2018. The contractor, All Points Inspection Services, has begun work on the Harris County side of Friendswood. They are cleaning XXX and will proceed to YYY upon completion.
- **Lift Station**

Lift Station 23 (FM 518 near Century Ln.) – City Council approved an amendment to the consultant’s contract based on an independent review on the wet well in August. Design is progressing with the intent on going out for bids the first quarter of next year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None

ATTACHMENTS

[CM Report October 2018](#)
[Seven Year Plan](#)

Capital Projects Quarterly Report

November 2018

I. 2013 BOND PROJECTS – ROUND 1

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:		-\$43,407.50		
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	-\$43,407.50	\$375,630.80	\$58,988.79
Miscellaneous:	\$99,165.32	\$0.00	\$99,165.32	\$69,434.66
Testing:	\$9,300.00	\$0.00	\$9,300.00	\$765.75
Total:	\$538,003.62	-\$43,407.50	\$744,667.12	\$139,689.20
Contingency	\$0.00		\$0.00	\$0.00

Underground piping was completed by City staff and coordinates were 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. A change order has been approved to fulfill the scope (of concrete driveway and 44 parking spaces.) Contractor is ready to re-mobilize, weather permitting. The following are ongoing work items: ½ of the roadway is complete, ½ of the parking lot is complete and ½ of the sidewalks are complete.

Capital Projects Monthly Report
September 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

September 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 or a detention pond for Clear Creek and converging tributaries.

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.

Capital Projects Monthly Report
September 2018

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:	\$3,565.00			
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	\$774,983.18
Construction:	\$4,580,886.90	\$3,565.00	\$4,584,451.90	\$507,160.23
Miscellaneous:	\$1,951.00	\$0.00	\$1,951.00	\$1,951.00
Testing:	\$0.00	\$0.00	\$49,110.00	\$0.00
Total:	\$5,481,116.85	\$3,565.00	\$5,484,681.85	\$1,284,094.41
Contingency	\$0.00		\$0.00	\$0.00

The rain continues to hinder the ongoing work, but the crews are working hard to make up the lost time where they can. The new storm sewer main trunk line and inlet boxes from the Cedar Gully outfall area to Edenvale Street has been installed. The underground work is almost complete and the concrete crews will be moving in to start the lime stabilization, form work and concrete the first part of October with weather permitting. Work on the Southside of Cedar Gully to Whittier Oaks Drive has started but is moving slow due to all the rain.

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 hard 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

September 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	\$130,700.00	\$289,500.00	\$80,507.00
Construction:	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous:	\$55,540.00	\$0.00	\$55,540.00	\$55,540.00
Testing:	\$0.00	\$130,700.00	\$0.00	\$0.00
Total:	\$214,340.00	\$0.00	\$345,040.00	\$136,047.00
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 was approved at the August City Council and thus design is in full engineering mode. We plan to advertise for bids in the first quarter of 2019.

Capital Projects Monthly Report
September 2018

IV. RESIDENTIAL DEVELOPMENTS

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 the contractor is closing out punch list items. Staff has been meeting with the developer on a weekly basis to chart progress and address any concerns. The project was expected to be on the September agenda, however late rains at the end of August and beginning of September have delayed the contractor's efforts. No change since last report.

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

Community Rating System – Proposed Contract with Calhoun Consultants and finishing up the 2018 FEMA CAV documents.

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

Technical Specifications – Reviewing current Specifications.

Sign Policy – Finished and on the Website.

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:

2018-70 – 3111 W. Parkwood Avenue – CCC

2018-71 – 120 W. Parkwood Avenue – ATT

2018-72 – 1303 Sunset Drive – ATT

2018-73 – Blackhawk Boulevard – CPG

2018-74 – 2001 Pine Drive – CPG

2018-75 – 901 Cowards Creek Drive – CPG

2018-77 – FM 518 & FM 528 – MCI

2018-78 – FM 518 – GTX

2018-79 – FM 528 – GTX

Capital Projects Monthly Report

September 2018

2018-80 – 1006 W. Parkwood Avenue – CCC
2018-81 – 313 E. Edgewood Drive – CCC
2018-82 – 2936 ½ E. Edgewood drive – CCC
2018-83 – Mandale Road, Estates Road, FM 528, Moore Road – MCI
2018-83 – (cont) FM 2351, Woodlawn Avenue, W. Herritage Dr, Laurel, E. Willowick Ave.
– MCI
2018-84 – 203 Mary Ann Drive – CPG

Right of Way Permits on Hold*:

None

*Staff has instated new policy to have the contractor actually doing the work to be on the ROW Permit and have a copy of their insurance listed.

Ordinance 300 Requests – Approved

2018-26 – FM 518 and FM 2351 – New Park/Public Works Signage
2018-27 – Cline Fest Signage

Ordinance 300 Requests – Disapproved

N/A

Ordinance 300 Requests – Information sent

2018-25 – Falling Leaf

Ordinance 300 Requests – Pending

2017 21 – Forest Bend Avenue – Sight distance
2017-28 – Briarmeadow – Cline Traffic
2018-06 – Briarmeadow – Stop Sign Clarity
2018-18 – Pine Drive – Install delineators
2018-20 – Cedarwood Drive – Excessive Speeding
2018-24 – Prince George & Queensburg – Excessive Speeding
2018-25 – Falling Leaf – No Parking at Merriewood

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

Capital Projects Monthly Report
September 2018

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

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



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: 11/5/18

Date Submitted: 09/27/18

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Certificate of Achievement for Excellence in Financial Reporting

Originating Department: Administrative Services City Attorney Review: N/A

Proceeding: Special Recognition and Acknowledgement

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 City of Friendswood has received the Certificate of Achievement for Excellence in Financial Reporting for fiscal year 2016-17.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 30th consecutive year the Administrative Services Department has been recognized with this outstanding achievement.

We would like to recognize the efforts of Katina Hampton, Director of Administrative Services, Rhonda Bloskas, Deputy Director of Administrative Services – Finance, the accounting staff, and the entire Administrative Services Department. Their cumulative efforts enabled us to reach this achievement.

ATTACHMENTS

[Press Release](#)



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

09/21/2018

For more information contact:

Michele Mark Levine, Director/TSC

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Friendswood** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

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



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 29, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone Change Request – to change from Light Industrial (LI) to Light Industrial/Specific Use Permit (LI/SUP) to allow NAICS Use 7139 Other Amusement and Recreation Industries (shooting range).

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

PSC Shooting Club is an existing use and developed property. The current Permitted Use Table in the City of Friendswood Zoning Ordinance requires a Specific Use Permit (SUP) for the use. The property owner is proposing to build a new building and two additional structures in the future, which is what triggered the application for the SUP. The underlying zoning of the property is Light Industrial.

Two of the proposed buildings are 3600 square foot buildings to be utilized as a club house and classroom training facilities. One of the buildings will be built now, and the other in the future. The other proposed structure on the site plan is a covered, open structure consisting of a roof and posts that will serve as a pistol range, approximately 13,000 square feet in size.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This is an existing business located within the City requesting to expand and improve the structures on their property.

Local Government Code, Chapter 229 Miscellaneous Regulatory Authority of Municipalities and Local Government Code, Chapter 250 Miscellaneous Regulatory Authority of Municipalities and Counties regulate the city's authority regarding sport shooting ranges. According to LGC 250.001, the operation hours of the business are subject to the City of Friendswood Code of Ordinance, Chapter 54 Article IV. Noise ordinance.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the JPH.

ATTACHMENTS

[Application](#)

[Metes and Bounds Description](#)

[Deed](#)

[Aerial Map](#)

[Location Map](#)

[Zoning Map](#)

[Rezoning Report](#)

[Existing Aerial Site Plan](#)

[Proposed Site Plan](#)

[Proposed Building elevations](#)

[Club House Narrative](#)



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: L1

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 7139

PROPERTY IDENTIFICATION:

Address: 3099 W. PARKWOOD AVE.

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: PEARLAND SPORTSMAN CLUB Phone: 713-446-7161

Owner's Mailing Address: PO Box 528

City: FRIENDSWOOD State: TX Zip: 77549 Fax: _____

Owner's Email Address: PHIL@PSCSHOOTINGCLUB.COM

AGENT'S NAME: Jim Pierre Phone: 832-851-8412

Agent's Mailing Address: P.O. Box 39

City: Friendswood State: TX Zip: 77549 Fax: _____

Agent's Email Address: JPierre30@texasshooting.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: Philip Myers Treasurer Date: 9-25-18

Agent's Signature: [Signature] Date: 9-24-18

Received By: Brunner
Date of Public Hearing: 11-5-18
Property Owner Notices: 10-26-18

Application Number: 9AD-2018-0043
Received Date: 10-1-18
Newspaper Notice: 10-15-18
Sign on Property: 10-26-18

PSC – 3099 W. Parkwood Ave.

Being a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Friendswood, Galveston County, Texas, and the tract herein being more particularly described by metes and bounds as follows:

COMMENCING at a ¾ inch iron pipe set in the East right of way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line of said James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

The State of Texas,
County of GALVESTON

} Know All Men by These Presents:

That WE, FRANK L. WILLAERT AND WIFE, JOHNETTA C. WILLAERT

of the County of Harris State of Texas for and in consideration
of the sum of TEN DOLLARS (\$10.00) AND other good and valuable considera-
tions XXXXXXXX
to us paid, and secured to be paid, by PEARLAND SPORTSMAN'S CLUB, INC.

as follows:

The sum of TEN DOLLARS (\$10.00) and other good and valuable
considerations cash in hand paid, receipt of which is hereby acknow-
ledged, and one (1) Promissory Vendor's Lien Note executed by PEARLAND
SPORTSMAN'S CLUB, INC. in the principal sum of THIRTY-EIGHT THOUSAND
EIGHT HUNDRED NINETY-TWO DOLLARS AND THIRTY-FOUR CENTS (\$38,892.34) pay-
able in fifteen (15) annual installments of FOUR THOUSANDFIVE HUNDRED
FORTY-THREE AND 78/100 DOLLARS (\$4,543.78) each, including interest
at 8% per annum;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
PEARLAND SPORTSMAN'S CLUB, INC., a Texas corporation
of the County of State of Texas all that certain

Tract or parcel of land lying situate in Galveston County,
Texas described as follows:

The surface only in and to all that certain tract or parcel of
land known as a 55.159 acre tract, in the Beaty Sealy, and Forwood Sur-
vey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract
624, Alvin, Galveston County, Texas, and the tract herein being conveyed
being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron pipe set in the East right of way
line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe
being across said highway and West of a concrete monument set at the
Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of
said James E. Raines Survey, a distance of 2174.5 feet to an iron rod
for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line
of said James E. Raines Survey, a distance of 2427.13 feet to an iron
pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

Said land is subject to and conveyed subject to right-of-way easement as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County, Texas and to oil and gas lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is excepted from this conveyance and reserved to Grantors herein, their heirs and assigns all of the oil, gas, sulphur and other minerals under or that may be produced and saved from said land, together with rights of ingress and egress over, upon or across said land for producing and saving said minerals.

It is agreed that at such time as Grantee shall have paid the sum of FIVE THOUSAND DOLLARS (\$5,000.00) on the principal of the Note secured hereby, then and at that time, holder of the Note will execute a partial release covering a five (5) acre strip bordering the most Westernly side of the hereinabove described property. Release to be at the expense of Grantee herein.

There is likewise granted, sold and assigned to the Grantees herein, its successors and assigns that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas, said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by easement of record in the office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said PEARLAND SPORTSMAN'S CLUB, INC. its successors

~~XXXX~~ and assigns forever and WE do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said PEARLAND SPORTSMAN'S CLUB, INC. , its successors

~~XXXX~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR hands at
this 21st day of February

Witness at request of Grantor:

19 72

FLW

Frank L. Willaert

JCW

Johnetta C. Willaert

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Frank L. Willaert and wife, Johnetta C. Willaert
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 21st day of Feb. A. D. 1972

(L. S.)

Notary Public in and for Brazoria County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for
record in my office on the day of A. D. 19 at o'clock M.,
and was duly recorded by me on the day of A. D. 19
in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy.

52861

Warranty Deed

(WITH VENDOR'S LIEN)

FROM

TO

FILED FOR RECORD

FILED FOR RECORD
MAR 15 1972
2:28 Clock
M

By GERARDE MCKENNA
CLERK OF GALVESTON COUNTY, TEXAS
Deputy

In _____ County Records
A. D. 19

In Book _____ on Page _____
GUARANTY ABSTRACT COMPANY
P. O. BOX 870
TEXAS CITY, TEXAS 77590
By _____ Deputy

Recording Fee \$ _____
This instrument should be filed immediately with
the County Clerk for Record.

632 43
FERNANDA TEXAS
THE ODE COMPANY, PUBLISHERS, DALLAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as shown hereon by me.



MAR 15 1972

Gerard McKenna
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST

BOOK 2776 PAGE 104

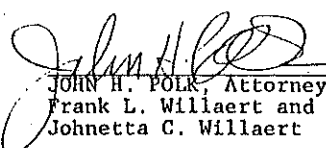
RELEASE OF LIENTHE STATE OF TEXAS
COUNTY OF GALVESTONX
X
X
KNOW ALL MEN BY THESE PRESENTS:

THAT we, FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, acting herein by and through our agent and Attorney-in-Fact, JOHN H. POLK, of the County of Galveston, and State of Texas, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of THIRTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-TWO AND THIRTY-FOUR/100----- DOLLARS (\$38,892.34) dated February 21, 1972, executed by PEARLAND SPORTSMAN CLUB, a Texas corporation, payable to the order of FRANK L. AND JOHNETTA C. WILLAERT, more fully described in a Deed of Trust, duly recorded in Vol. 2242, page 224 of the Deed of Trust Records of Galveston County, Texas; said note being secured by said Deed of Trust lien against the following described property, to-wit:

"EXHIBIT A"

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, securing said indebtedness.

EXECUTED this 23rd day of December,
A.D., 1976.


JOHN H. POLK, Attorney-in-Fact for
Frank L. Willaert and wife,
Johnetta C. Willaert

-2-

THE STATE OF TEXAS X
COUNTY OF HARRIS X

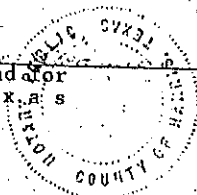
BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. POLK, Attorney-in-Fact for FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT.

GIVEN UNDER MY HAND AND SEAL of office on this the
____ day of _____, A.D., 1976.

[Signature]
Notary Public in and for
Harris County, Texas

My Commission Expires:

[Signature]



DEED OF TRUST

"EXHIBIT A"

BOOK 2776 PAGE 106

THE SURFACE ONLY in and to all that certain tract or parcel of land known as a 55.159 acre tract, in the Beaty Sealy and Forwood Survey, Abstract 625, in the I&GN RR Co. Survey, Section 23, Abstract 624, Alvin, Galveston County, Texas, and the tract herein conveyed being more particularly described by metes and bounds as follows: COMMENCING at a 3/4 inch iron pipe set in the East right-of-way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision; THENCE North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described; THENCE North 89° 57' East, continuing along the South line of the James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner; THENCE North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement; THENCE North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner; THENCE South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described and containing 55.159 acres, more or less.

Said land is subject to right-of-way easements as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County, Texas and to Oil and Gas Lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is likewise granted, sold and assigned to the Trustee herein, his substitutes or successors that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas, said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by Easement of record in the Office of the County Clerk of Galveston County, Texas.

DEED OF TRUST
BOOK 2776 PAGE 107

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me.



DEC 27 1976

John L. Humphrey Jr.
COUNTY CLERK, Galveston County, Texas

DEPT. CLERK, ALLEN COUNTY, TEXAS

FILED IN RECORD
Dec 27 11 59 AM 1976

36436

JOHN H. POLK
ATTORNEY AT LAW
1200 SOUTH POST OAK ROAD
SUITE 111
HOUSTON, TEXAS 77027

The State of Texas,
COUNTY OF GALVESTON

Know all Men by These Presents:

That **Pearland Sportsman's Club, Inc.**, a corporation duly formed and existing under the laws of the State of Texas of the County of Brazoria

~~XXXXXXXXXX~~ State of Texas for and in consideration of the sum of **Ten (\$10.00) Dollars**, and other good and valuable considerations, the receipt of which is hereby acknowledged and ~~XXXXXXXXXX~~ confessed, to it in hand paid by **Pearland Sportsman's Club Service Corporation** as follows:

The above mentioned cash and other consideration paid prior to the date hereof and the execution hereof.

And the further consideration of the assumption and agreement by the Grantee herein to pay off and discharge as the same shall become due and payable the unpaid principal balance and interest as it accrues owing on that one certain promissory note dated February 21, 1972, in the original principal sum of \$38,892.34 payable in fifteen (15) annual installments of \$4,543.78 each including interest therein at 8% per annum, and which said note is secured by Vendor's Lien retained in deed of even date therewith from Frank L. Willaert and wife, Johnetta C. Willaert to Pearland Sportsman's Club Inc. recorded in Volume 2241 at Page 558 of the Deed Records of Galveston County, Texas;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Pearland Sprotsman's Club Service Corporation, a Texas corporation, of the County of **Galveston** State of **Texas** all that certain

Tract or parcel of land lying situate in Galveston County, Texas described as follows:

The surface only in and to all that certain tract or parcel of land known as a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Alvin, Galveston County, Texas, and the tract herein being conveyed being more particulary described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron pipe set in the East right

of way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line of said James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

Said land is subject to and conveyed subject to right-of-way easement as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County Texas and to oil and gas lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is excepted from this conveyance the mineral reserve to Frank L. Willaert, Et Ux, in the deed to Grantors herein recorded in Volume 2241 at Page 558 of the Deed Records of Galveston County, Texas.

There is likewise granted, sold and assigned to the Grantees herein, its successors and assigns that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by easement of record in the office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **Pearland Sportsman's Club Service**

Corporation its successors and assigns

~~XXXXXXXXXX~~ forever and we do hereby bind Grantor, **Pearland Sportsman's Club, Inc.** its successors and assigns

~~XXXXXXXXXX~~ to Warrant and Forever Defend, all and singular the said premises unto the said **Pearland Sportsman's Club Service Corporation, its successors and assigns**

~~XXXXXXXXXX~~ against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at **Houston, Texas**

this 29th day of **January**, A. D. 1974

PEARLAND SPORTSMAN'S CLUB INC.

ATTEST: William H. Taylor Jr. BY Andrew M. Sea
William H. Taylor Jr., Secretary **Andrew M. Sea, President**

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A. D., 19

(L. S.)

Notary Public in and for County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A. D., 19

(L. S.)

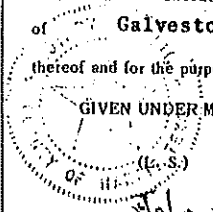
Notary Public in and for County, Texas.

ACKNOWLEDGMENT OF CORPORATION

THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Andrew M. Sea
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Pearland Sportsman's Club Inc.
of Galveston County , Texas, and as the President thereof and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of Jan. , A. D., 1974



(L. S.)

John Segelquist

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the day of , A. D., 19 at o'clock
M. and was duly recorded by me on the day of , A. D., 19 in Vol.
page , of the Records of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas.

By Deputy.

6366

Warranty Deed

TO

FILED FOR RECORD

FILED FOR RECORD

at 4:00 o'clock P.M.

FEB 1 1974

County Clerk

GERTRUDE MCKENNA

County Clerk

RECORDED IN GALVESTON COUNTY TEXAS

Book 2445 Page 845

By *John Segelquist*

A. D. 19

In Book _____ on Page _____

County Records

In Book _____ on Page _____

County Clerk

By _____

County Clerk

Book 2445 Page 845

County Clerk

This instrument should be filed immediately with the County Clerk for record.

Return to *John Segelquist*

P.O. Box 18473

Houston, Texas 77240



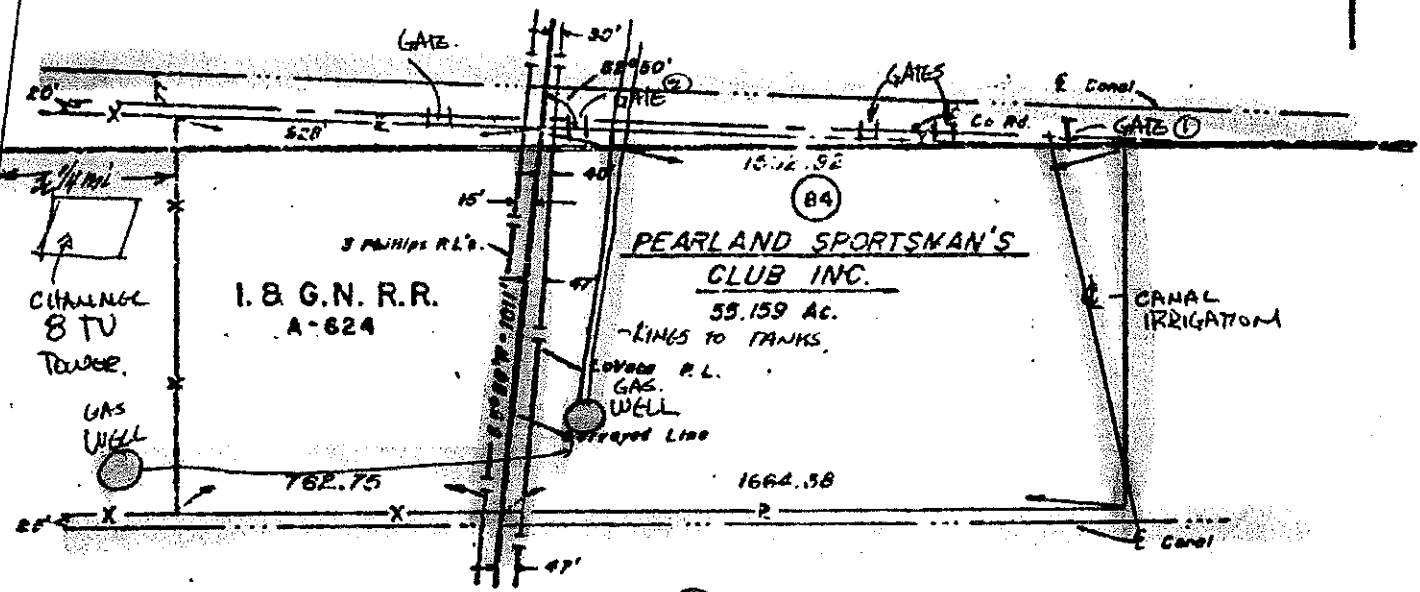
STATE OF TEXAS
COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped herein by me.

FEB 1 1974

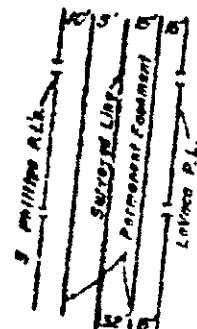
John Segelquist
COUNTY CLERK, Galveston County, Texas

B.S. & F.
A-625

(85)
AMERICAN CANAL CO.



(83)
J. A. SEGELQUIST



RIGHT-OF-WAY DETAIL
NOT TO SCALE

GATE ① to rancher's property
GATE ② OIL CO GATE & ROAD to WELL

Surface rights only.

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MK.	DATE	REVISION	APP.
	11-12-73	ADDED BOUNDARY DIMENSIONS	TLT

Total Rods 161.27		
B/M 7.0.8 P.27		
THE DOW CHEMICAL COMPANY		
FREEPORT-BAYPORT PROP. PIPELINES PEARLAND SPORTSMAN'S CLUB, INC.		
BRAZORIA COUNTY, TEXAS		
DR. BY G.S.A.	CHK BY G.S.A.	APP.
DATE 6-21-78		



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.

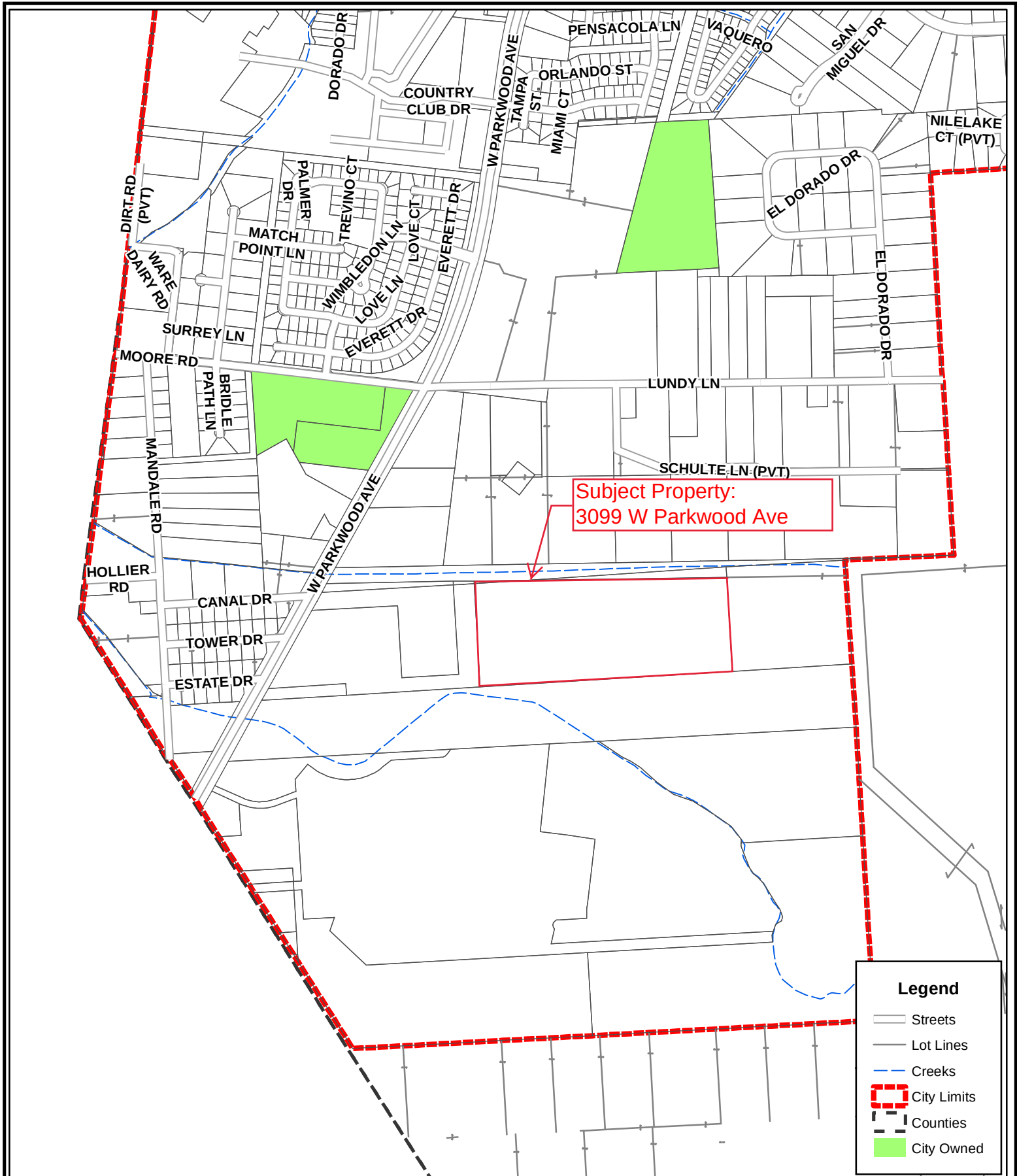


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 605'



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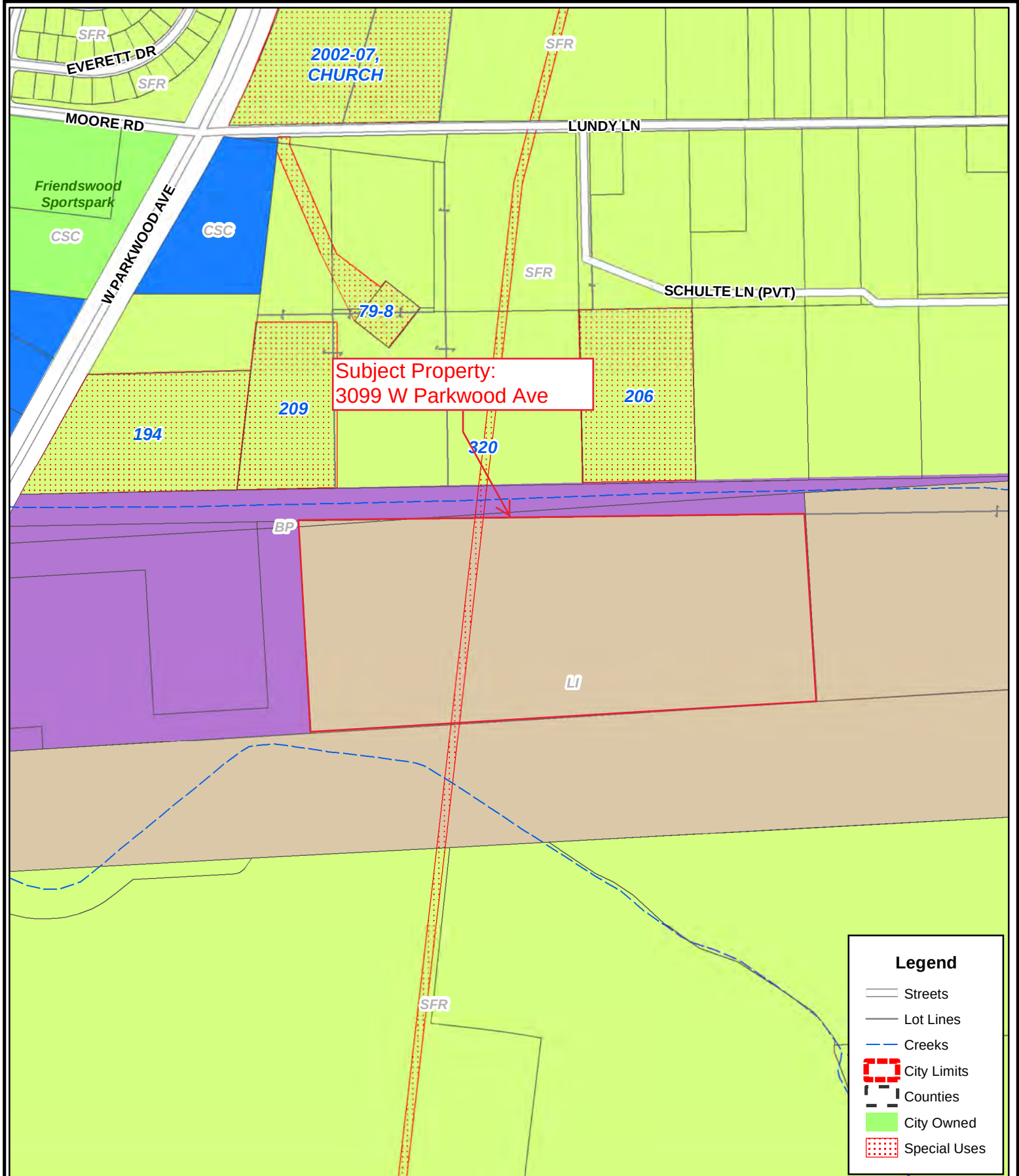


City of Friendswood
910 South Friendswood Drive
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Friendswood GIS Mapping



1" = 1,209'



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1" = 605'

Rezoning Report

October 2018

Project: Zone Change

Address: 3099 (3121) W. Parkwood Ave.

Legal: Being a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I & GN RR Company Survey, Section 23, Abstract 624, Friendswood, Galveston County, Texas.

Request: Zone classification change from Light Industrial (LI) to Light Industrial/Specific Use Permit (LI/SUP) to allow NAICS Use 7139 Other Amusement and Recreation Industries (shooting range).

Applicable Zoning Ordinance Excerpts

Appendix C

Zoning Ordinance

Section 7. Schedule of District Regulations

M. (M-1) LI, **Light Industrial District**, general purpose and description. The LI, Light Industrial District, is intended primarily for the conduct of light manufacturing, assembling, and fabrication, and for warehousing, wholesaling, and service operations. This district is designed to upgrade industrial development standards, prevent industrial blight, and protect light industrial development from incompatible residential, commercial or heavy industrial uses.

Section 9.G. Specific use permits:

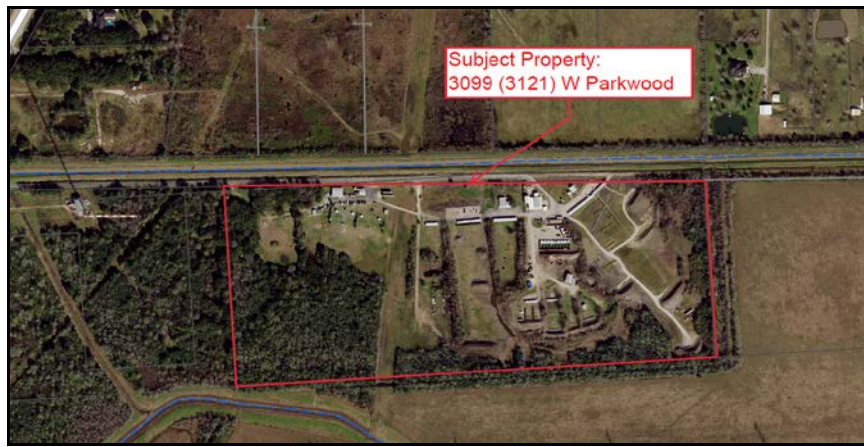
1. **Purpose.** This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the 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 site contains multiple buildings and target ranges including a clubhouse, maintenance building, and classroom. A shared, private road provides access to the facility.



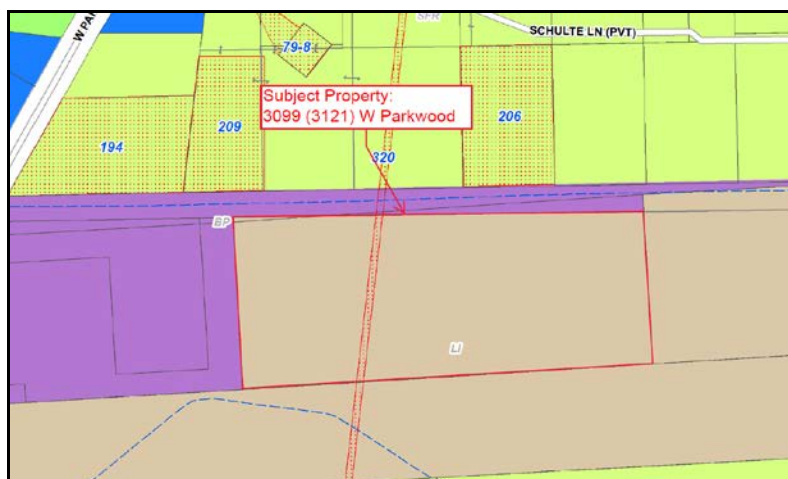
City of Friendswood GIS Aerial Map

Zoning History:

The original zoning of the property was Single Family Residential (SFR). Ordinance 2001-06 rezoned the tract to Light Industrial (LI) in 2001.

Adjacent Zoning/Land Use:

The tracts to the north and west of the subject property are zoned Business Park (BP). The properties to the south and east of the subject tract are zoned Light Industrial (LI).



City of Friendswood Zoning Map

Platting Analysis:

The property qualifies for a Certificate of Platting Exemption.

Planning Analysis:

The addition of a new classroom/training facility requires the property to be brought into compliance with the current Zoning Ordinance for building permits to be issued.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Special Interest Non-Residential Light Industrial Emphasis.

Infrastructure/Service Delivery Impacts**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:

The facility does not have access to city water or sewer. The club currently utilizes water well(s) permitted through the Galveston-Harris Subsidence District and septic system(s) permitted through the Galveston County Health District.

Access:

The project has direct access to West Parkwood Ave, which in turn connects to FM 518 and out to Interstate 45.

Park/Open Space:

The property is a commercial development and will not affect the park system.

Miscellaneous Codes:

Local Government Code, Chapter 229 Miscellaneous Regulatory Authority of Municipalities

Local Government Code, Chapter 250 Miscellaneous Regulatory Authority of Municipalities and Counties

City of Friendswood Code of Ordinance, Chapter 54 Article IV. Noise



Access Road - 20 MPH

Shotgun Clubhouse

Trap & Skeet

Archery

Range 4

Benchrest
Only

Range 3

.22 Rimfire
only

Maintenance
Classroom

Pistol Cells

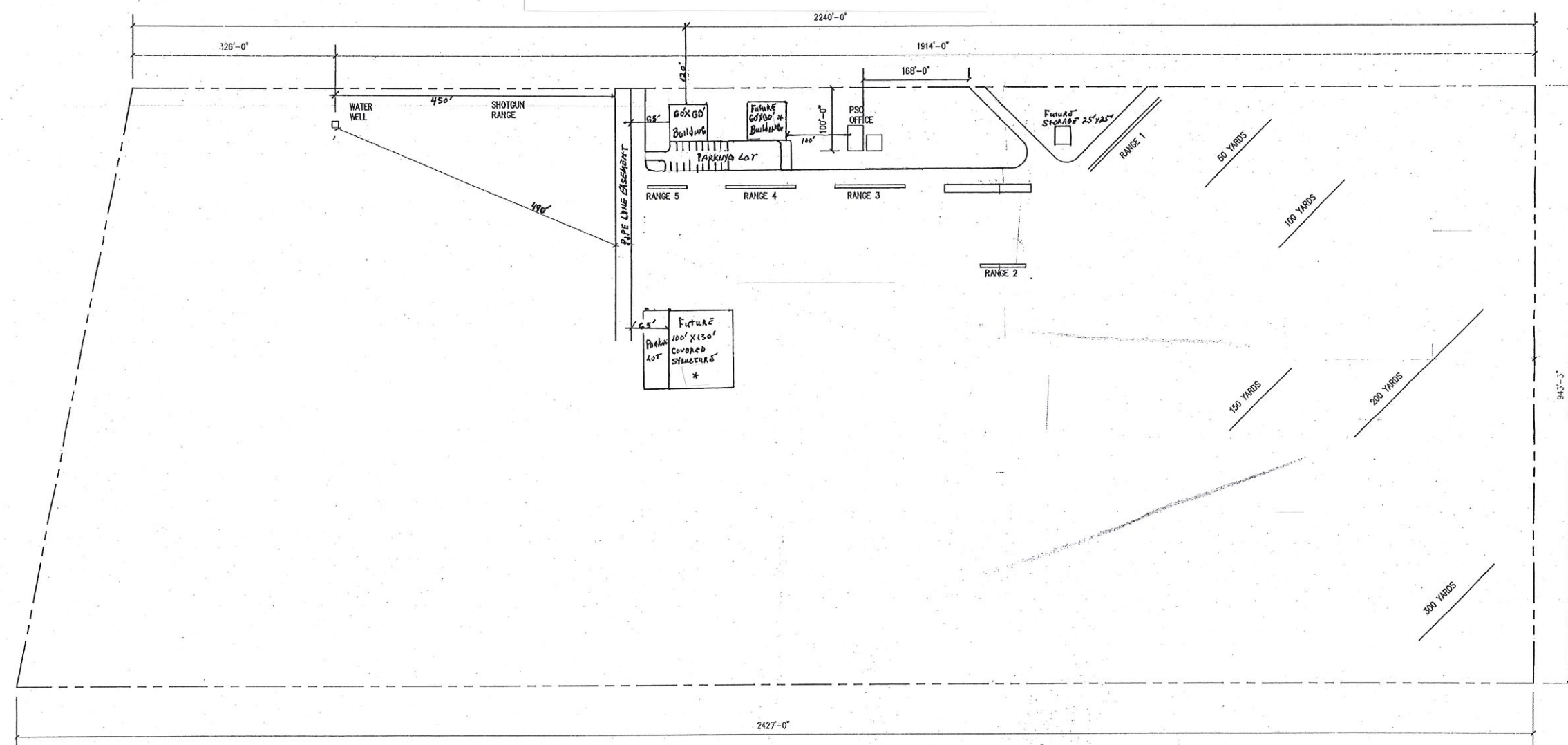
Range 1

Pistol Bays

GENERAL NOTE: 1B.C
ALL MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE 2012
AND ALL REGULATIONS OF THE CITY OF FRIENDSWOOD.

PARKING TABLE
1 space per 200 sq ft of indoor facility plus 1
space per target
Required: 3600 sq ft/200 = 18 spaces
Provided: 19 spaces

*Future buildings and ranges will install
additional parking as required.



No trees greater than 12" exist
within construction areas.

No additional exterior lighting is
proposed.

PSC SHOOTING RANGE
3121 W. PARKWOOD DRIVE, FRIENDSWOOD, TEXAS

ISSUED FOR:
ENGINEERED BY:
DESIGNED BY:
SHEET NUMBER A0.0

SC: $3/16' = 1'-0'$

To Whom it may concern,

10/10/2018

PSC Shooting Club, Inc. proposes to construct a new club house on the north side of our property, just west of the existing buildings. The new structure will be located more than 50' from the existing pipe line right of way.

This will be a PEMB structure consisting of a 50' x 60' enclosed area with a 60' x 10' covered patio. The foundation will be concrete construction over select fill. Windstorm rating of 150 mph for Galveston County will be met, for insurance purposes. The roof will be solar white R panels for energy efficiency, and the walls will be light blue R panel to match the existing buildings. All trim to be white. One pair of 7'0" x 6'0" entry doors will be installed along with three 3'0" x 3'0" windows on the front face (south elevation). Walls to be insulated with 3" (R10) vinyl backed and the roof with 6" (R19) vinyl backed material.

Men's and Women's restrooms will be included in the project on a septic system. The Club house will have a small residential style kitchen with the remainder of the area to be open and used for a meeting room.

The building will be all electric and have LED lighting. The structure will be insulated and air-conditioned. The interior will have an acoustic lay in ceiling. All the access will be ADA compliant, and we will provide one ADA parking space and signage.

We will add approximately 8100 sq. ft. of parking area. The required parking spaces will be constructed of solid surface material such as concrete or asphalt. The remainder of the parking area will be stabilized crushed concrete. Access to the new building will be from our existing roadways.

There are no plans in the project to add any additional site lighting or landscaping.

The Club will be petitioning the Galveston County Consolidated Drainage District to purchase detention in lieu of any type of pond.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 10, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Request to vacate 40 feet of right-of-way at 4650 FM 2351

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

In 2016, this property owner platted his 10-acre tract of land in order to develop the property. At the time, an extension of Blackhawk Boulevard was identified on the City's Major Thoroughfare Plan as a future 80-100 foot boulevard; therefore, the property owner was required to dedicate half of the width of the proposed boulevard. In March 2018, the Major Thoroughfare Plan was amended and the Blackhawk Boulevard extension was removed from the plan. This property owner is now requesting to reverse the dedication of the 40 feet of right-of-way.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

It is unnecessary for the City to retain this portion of dedicated right-of-way since the road extension was removed from the MTP. Additionally, there was never any funding for the road to be built.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the JPH.

ATTACHMENTS

[Application](#)

[No objection letter from adjacent owner](#)

[Metes and Bounds Description and Exhibit](#)

[Title report](#)

[Aerial Map](#)

[Location Map](#)

[Zoning Map](#)

[Benzi Garage Plat 2016](#)



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Application for Vacation of Public Easements or Rights-of-Way

APPLICANT NAME: Garage Ultimate of Friendswood, LP Phone: 713-409-6053

Mailing Address: 13815 Barryknoll Ln.

City: Houston State: TX Zip: 77079 Fax: _____

Email Address: Nick@GarageUltimate.com

SUBJECT PROPERTY INFO:

Subdivision Name: Benzi Development Garage Condominiums Street Name: FM 2351

Abutting Blocks: _____ Abutting Lots: Lot 63, Div A; Timber Creek

Vacate the following: ☒ Right-of-Way ☐ Easement

Reason for vacation request: Blackhawk Extension has been removed from Major Thoroughfare Plan.

Related City applications which are pending: _____

Improvements located in subject right-of-way / easement:

☒ None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles
☐ Structures ☐ Fences/Walls ☐ Other _____

Utilities located in subject right-of-way / easement:

☒ None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer
☐ Storm Drain ☐ Unknown ☐ Other _____

The undersigned applicant understands that the processing of this application will be handled in accordance with the procedures outlined in Section 70-25 of the City of Friendswood Code of Ordinances and that the acceptance of this application and fee in no way obligates the City to grant the vacation.

The undersigned hereby requests approval by the City Council to vacate the above identified easement / right-of-way.

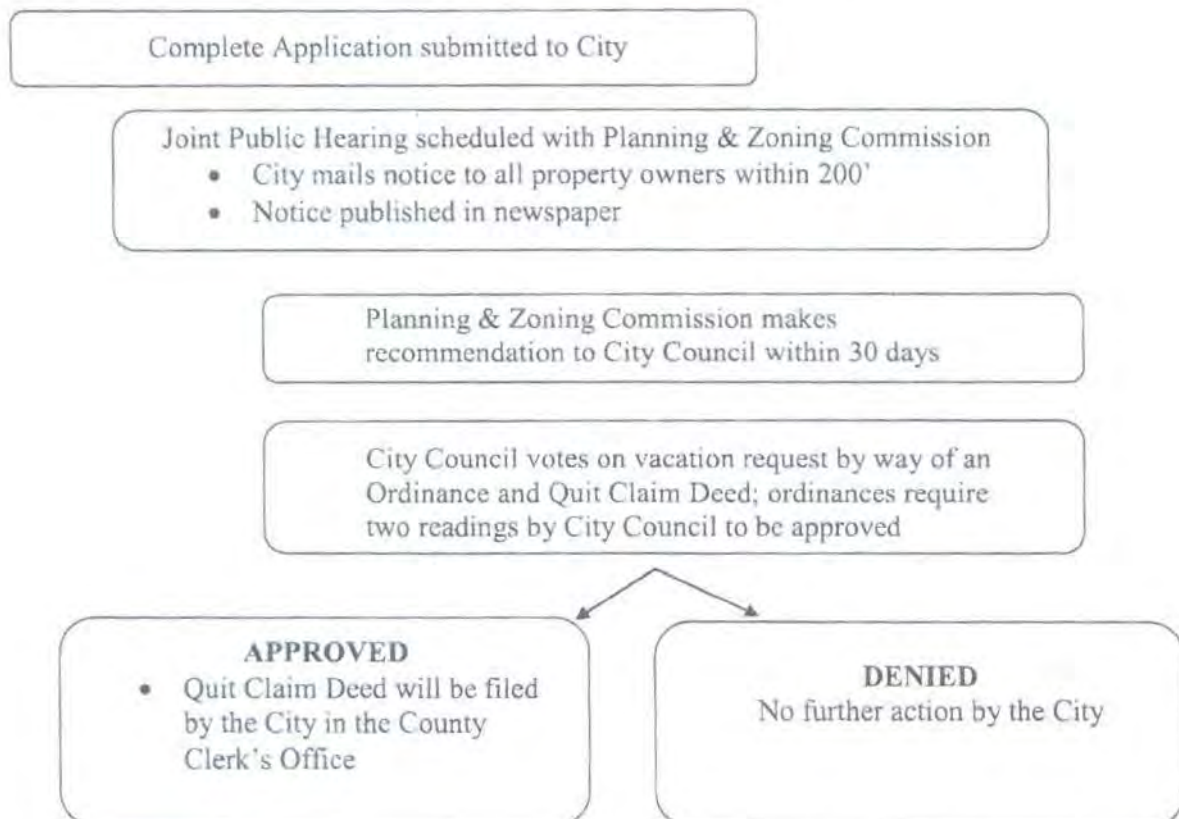
Applicant's Signature:  Date: 7/31/18

Received By: _____	Application Number: _____
Property Owner Notices: _____	Received Date: _____
	Joint Public Hearing Date: _____

Submittal Requirements for Easement / Right-of-Way Vacation Applications

- Application Fee of \$300
- Current Title Report for any lot containing a portion of the right-of-way or easement to be abandoned
- Exhibit and Metes and Bounds description prepared by a Registered Professional Land Surveyor identifying the right-of-way or easement to be abandoned
- Written confirmation from all owners of real property abutting the subject easement/right-of-way, as well as utility companies, drainage districts and/or other agencies with an interest in the easement/right-of-way stating they have been notified of the requested vacation and a letter of "No Objection" from each of the concerned entities.
- To vacate right-of-way: an appraisal to determine the market value of the City's interest in the right-of-way. The applicant shall be responsible for all appraisal fees incurred. Applicant may also be responsible for purchasing the right-of-way for the appraisal amount when required by state law. No appraisal is required to vacate a public easement.

Procedure for Easement / Right-of-Way Vacation Requests



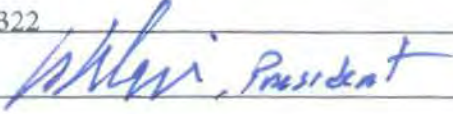
Acknowledgment Of Adjacent Property Owners

By signing below, property owners acknowledge receiving notice of the applicant's request to vacate a public easement or public right-of-way abutting their property, as described in the attached application, and provide confirmation that they have no objections to said vacation. *Multiple sheets or separate documents may be submitted.*

Printed Name: BAHAM INTERESTS LIMITED PARTNERSHIP

Address or Legal Description: TRS 62B & 62C HOIDALE & COFFMAN ABST 55 PERRY & AUSTIN

Phone Number: 713-539-5322

Signature:  President

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

COASTAL BEND

PROPERTY DEVELOPMENT, LP

July 30, 2018

City of Friendswood Community Development
910 S. Friendswood Drive
Friendswood, Texas 77546

Re: Vacation of Blackhawk ROW/Benzi Development

To whom it may concern:

We are the owners of multiple tracts along the previously abandoned Blackhawk thoroughfare route, and we have no objections to the abandonment of the residue of the prior abandonment as requested by Mr. Deutsch and the Benzi Development Garage Condominiums.

Sincerely,



Daniel D. Rucker

A 0.6061 acre (26,400 sq. ft.) tract of land, being out of Unrestricted Reserve "A", Block 1, of the Benzi Development Garage Condominiums, a subdivision recorded in Film Code No. 678060, Harris County Map Records, Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a found 5/8-inch iron rod with cap, being the westerly corner of said Unrestricted Reserve "A", in the south right-of-way line of Timber Creek Private Drive;

THENCE, South 42°16'45" West, along the southeast line of said Unrestricted Reserve "A", a distance of 660.00 feet to a found 5/8-inch iron rod with cap, being the southerly corner of said Unrestricted Reserve "A";

THENCE, North 48°20'02" West, along the southerly line of said Unrestricted Reserve "A", a distance of 40.00 feet to a point;

THENCE, North 42°16'45" East, across said Unrestricted Reserve "A", a distance of 660.00 feet to a point in the south right-of-way line of Timber Creek Private Drive;

THENCE, South 48°20'02" East, along the south right-of-way line of Timber Creek Private Drive, a distance 40.00 feet to the **POINT OF BEGINNING** and containing 0.6061 acre of land.

This metes and bounds description was compiled in conjunction with a survey performed on the same date.

WITNESS my hand and seal this 18th day of July, 2018.

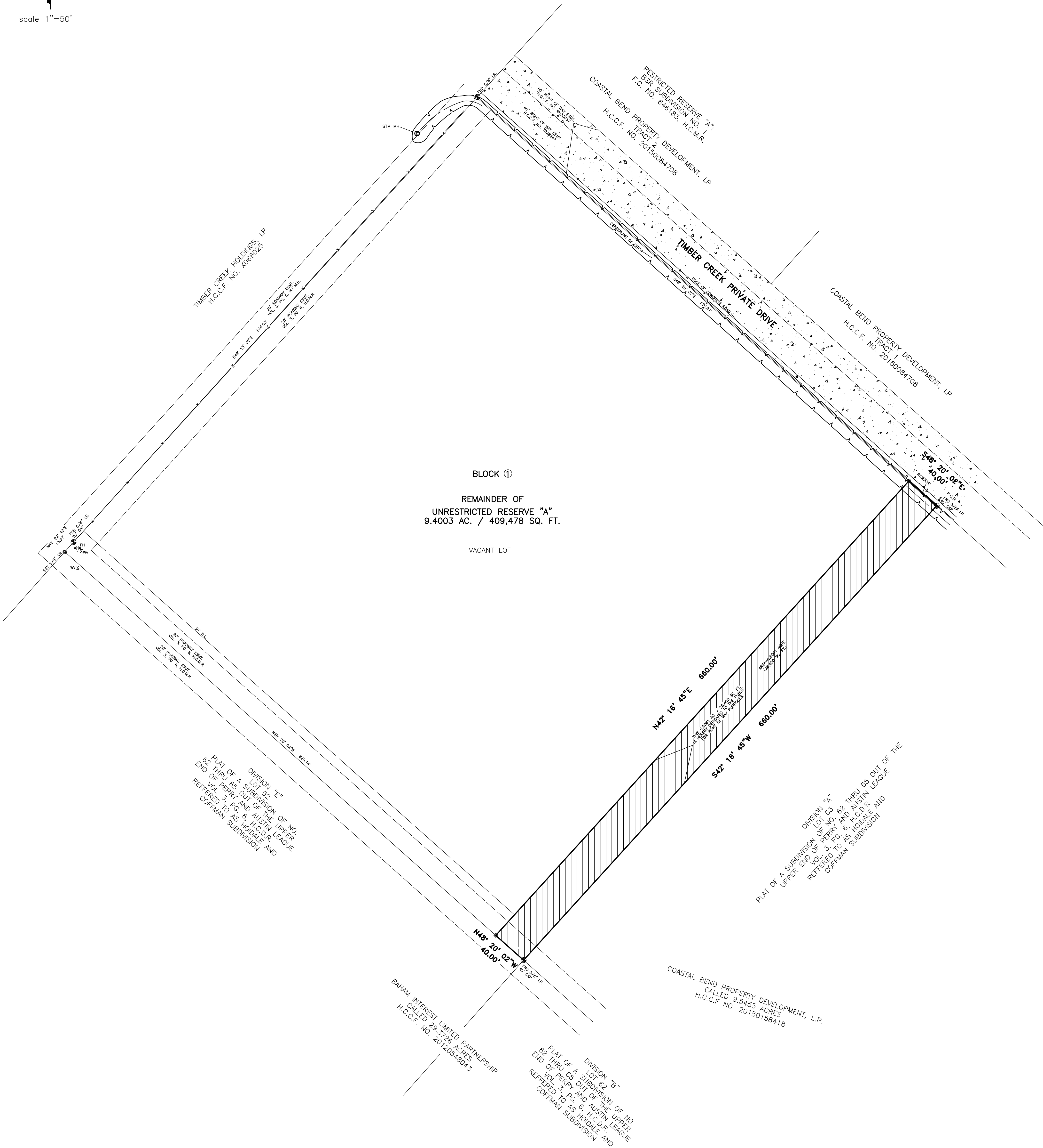


Georg Lardizabal
R.P.L.S. No. 6051
GGC Survey, PLLC
Firm No. 10146000
Tel: 832-729-7256



scale 1"=50'

- LEGEND:
- U.E. — UTILITY EASEMENT
 - W.L.E. — WATERLINE EASEMENT
 - R.O.W. — RIGHT OF WAY
 - B.L. — BUILDING LINE
 - P.L. — PROPERTY LINE
 - CM — CONTROLLING MONUMENT
 - FH — FIRE HYDRANT
 - WM — WATER METER
 - EM — ELECTRIC METER
 - GM — GAS METER
 - PP — POWER POLE
 - CP — CABLE PEDESTAL
 - PLM — PIPELINE MARKER
 - TP — TELEPHONE PEDESTAL
 - < — CALLED DISTANCE
 - () — MEASURED DISTANCE



- NOTES:
1. BEARINGS BASED ON PLAT.
 2. SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED IN SCHEDULE "B" OF THE TITLE COMMITMENT ISSUED BY AMERICAN TITLE COMPANY UNDER G.F. NO. 3055918-00283, EFFECTIVE 02/19/18 AS LISTED. IN FILM CODE NO. 678060, H.C.M.R.
 3. EASEMENT AND BUILDING LINES PER RECORDED PLAT.
 4. 40' PUBLIC R.O.W. PER FILM CODE NO. 678060, H.C.M.R.
 5. SUBJECT TO UNLOCATED PIPELINE EASEMENT PER VOL. 1302, PG. 223 AND VOL. 1081, PG. 681, H.C.D.R.
 6. SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN PUBLIC R.O.W. AND INDEMNITY AGREEMENT PER H.C.C.F. NO. RP-2016-03663.

THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION ONLY. SURVEYOR DID NOT ABSTRACT PROPERTY, EASEMENTS, BUILDING LINES, ETC. THEREFORE, AS IDENTIFIED BY THE TITLE COMMITMENT.



GEORG R. LARDIZABAL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6051

BOUNDARY SURVEY
0.6061 ACRE (26,400 SQ. FT.)
OUT OF
UNRESTRICTED RESERVE "A" IN BLOCK 1
OF BENZI DEVELOPMENT GARAGE CONDOMINIUMS
RECORDED IN FILM CODE NO. 678060
OF THE MAP RECORDS OF
HARRIS COUNTY, TEXAS.

GGC SURVEY, PLLC
Firm Number 1016000
8114 Golden Harbor Missouri City, TX 77459
TEL: (832) 729-7259 ggcsurvey@gmail.com
www.ggcsurvey.com

SURVEYED FOR: BENZI DEVELOPMENT CO. LLC
ADDRESS: D TIMBER CREEK PRIVATE DRIVE, FRIENDSWOOD, TEXAS 77469
FIELDWORK: 03/08/18
TITLE COMPANY: AMERICAN TITLE COMPANY
OF. NO.: 3055918-00283
G.F. EFFECTIVE DATE: 02/19/18
JOB NO.: 104203

American Title Company of Houston
2000 Bering Dr, Suite 1000
Houston, TX 77057
Phone: 713-965-9777

July 05, 2018

Icon Bank of Texas, N.A.
Attn: Final Title Policy
7906 N. Sam Houston Parkway W., Suite 100
Houston, Texas 77064

Re: GF Number: 3055918-00283
Loan Number: N/A
Closer Name: Shirley Chiu
Buyer Name: Garage Ultimate of Friendswood, LP, Benzi Development Company, LLC

Dear Policyholder,

In connection with the above captioned loan closing, we enclose the Loan Title Policy together with any applicable endorsements.

It has been a pleasure handling this transaction for you. Should you have any questions, or if we can be of further assistance, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J Farmer', is positioned above the printed name and title.

Jerri Farmer
Policy Department Manager



LOAN POLICY OF TITLE INSURANCE
(Form T-2)
 Issued by
Title Resources Guaranty Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

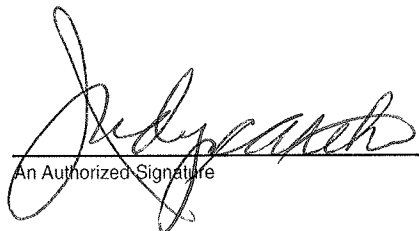
COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 11, 13 and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions or location of any improvement erected on the Land;
 - (c) subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage:
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;

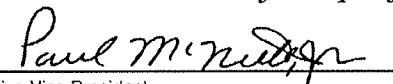
- (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage
- (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory or constitutional mechanic's, contractor's, or materialman's lien for services, labor or material having its inception on or before Date of Policy ; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority or avoidance of the lien of the Insured Mortgage:
- (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

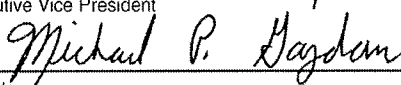
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.


An Authorized Signature



Title Resources Guaranty Company

By: 
Executive Vice President


Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
8. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of:
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) prepayment premiums, exit fees and other similar fees or penalties allowed by law;
 - (vi) expenses of foreclosure and any other costs of enforcement;
 - (vii) amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) amounts to pay taxes and insurance; and,
 - (ix) reasonable amounts expended to prevent deterioration of improvements; but reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": the Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
 - (B) if the Indebtedness is evidenced by a "transferable record," the person or Entity who has "control" of the "transferable record," as these terms are defined by applicable electronic transactions law;
 - (C) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (D) successors to an Insured by its conversion to another kind of Entity;

- (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured, or
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
- (ii) With regard to (A), (B), (C), (D) and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance or other matter insured against by this policy.
- (f) "Insured Claimant": an Insured claiming loss or damage.
- (g) "Insured Mortgage": the Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": the estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title.

This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice. Subject to the provisions of this policy, upon acquisition of all or any part of the Title pursuant to the provisions of Section 2 of these Conditions, when, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions:

- (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured;
- (ii) indemnify the Insured as provided in this policy;
- (iii) upon payment of appropriate premium and charges therefor, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan;
- (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect;
- (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or
- (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid

- (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and
 - (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) to pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - (ii) to purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay. When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security. Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of:
 - (i) the Amount of Insurance;
 - (ii) the Indebtedness;
 - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy; or
 - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title or the lien of the Insured

Mortgage, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b) and (c), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or establishes the lien of the Insured Mortgage, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

- (a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) The Company's Right to Recover.

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Insured's Rights and Limitations.

- (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.
 - (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.
- (c) The Company's Rights Against Non-insured Obligor. The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights. The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an Insured under this policy.

13. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

15. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT. Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at 8111 LBJ Freeway, Suite 1200, Dallas, Texas, 75251.

File No.: 3055918-00283 Loan No.: N/A	Policy No.: 10-L-3055918-00283	County: 201	Policy Amount: \$2,800,000.00
Policy Premium: \$14,069.00	Endorsement Premium: \$828.45	Rate Rules: R-4,R-29,R-34, R-11L,R-24,R-19, R-30,R-11c	Statistical Codes: 3000,0885,0894, 0888,0710,0700, 0890,0920

Title Resources Guaranty Company

LOAN POLICY OF TITLE INSURANCE (T-2)

SCHEDULE A

Name and Address of Title Insurance Company:

Title Resources Guaranty Company

8111 LBJ Freeway, Suite 1200

Dallas, TX 75251

File No. 3055918-00283

Policy No. 10-L-3055918-00283

Address for Reference only: 4650 FM 2351 Road, Friendswood, TX 77546

Amount of Insurance \$2,800,000.00

Premium \$14,897.45

Date of Policy: 07/02/2018

1. Name of Insured:

Icon Bank of Texas, N.A., and each successor in ownership of the indebtedness secured by the insured mortgage except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.

2. The estate or interest in the land that is insured as encumbered by the insured mortgage is:

Fee Simple

3. Title is insured as vested in:

Garage Ultimate of Friendswood, LP, a Texas Limited Partnership

4. The Insured Mortgage, and its assignments, if any, are described as follows:

Deed of Trust dated June 22, 2018, filed for record in the Office of the County Clerk of Harris County, Texas, on July 02, 2018, under County Clerk's File No. RP-2018-295980, from Benzi Development Company, LLC and Garage Ultimate of Friendswood, L.P. to Mark S. Reiley, Trustee(s), securing the payment of one note of even date therewith in the principal amount of \$2,800,000.00, payable as therein provided to the order of Icon Bank of Texas, N.A.

5. The Land referred to in this policy is described as follows:

Unrestricted Reserve "A" Block 1 Benzi Development Garage Condominiums, a subdivision, in Harris County, Texas according to the map or plat thereof recorded in Film Code No. 678060 of the Harris County Map Records.

6. This policy incorporates by reference those endorsements selected below:

☐ T-5 (Leasehold Mortgagee Policy Endorsement)

☐ T-17 (Planned Unit Development) The following subparagraphs of this endorsement are deleted: _____

☒ T-19 (Restrictions, Encroachments, Minerals) The following subparagraph(s) of this endorsement are deleted: _____

☐ T-19.2 (Minerals and Surface Damage)

☐ T-19.3 (Minerals and Surface Damage)

☐ T-31 (Manufactured Housing) referring to manufactured housing unit serial number _____

☐ T-31.1 (Supplemental Coverage Manufactured Housing Unit)

☐ T-33 (Variable Rate)

☐ T-33.1 (Variable Rate--Negative Amortization)

☐ T-35 (Revolving Credit/Future Advance)

☐ T-36 (Environmental Protection Lien) Paragraph b refers to the following state statute(s):

TEXAS HEALTH & SAFETY CODE sect. 342.007, 342.008 and 361.914;

TEXAS LOCAL GOV'T. CODE sect. 214.0015 (b), (d), and (e);

TEXAS NAT. RES. sect. 134.150, if applicable.

TEXAS LOCAL GOV'T CODE sect 214.001.

☐ T-39 (Balloon Mortgage)

☐ T-42 (Equity Loan Mortgage) and subparagraph 2 (f) of the Equity Loan Mortgage Endorsement set forth in Procedural Rule P-44.C(2) ___ is ___ is not added. The following subparagraph(s) of this endorsement are deleted: _____

☐ T-42.1 (Supplemental Coverage Equity Loan Mortgage) The following subparagraph(s) of this endorsement are deleted: _____

☐ T-43 (Texas Reverse Mortgage) The following subparagraph(s) of this endorsement are deleted: _____]

☒ Section 13 of the Conditions of this policy, which relates to Arbitration, is hereby deleted.

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of leases and easements, if any, shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below, but the Company insures that any such restrictive covenants have not been violated so as to affect, and that future violation thereof will not affect, the validity or priority of the Insured Mortgage (insert specific recording data or delete this exception):

Those set forth in Film Code No. 678060 of the Map Records of Harris County, Texas.

But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) Relates to handicap but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

[X] Item 2 of Schedule B is hereby amended to read: "shortages in area".

3. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

[X] Item 3 of Schedule B is hereby amended to delete: "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership,"

[X] Item 3 of Schedule B is hereby amended to add the following: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2018 are not yet due and payable."

4. Liens and leases that affect the Title, but that are subordinate to the lien of the Insured Mortgage.
5. (Insert here all other specific exceptions as to superior liens, easements, outstanding mineral and royalty interests, etc.)
 - A. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - B. A roadway easement 20 feet in width, located along the southwest property line of the subject property, as set forth in instrument recorded for record in Volume 3, Page 6 of the Map Records of Harris County, Texas.
 - C. A roadway easement 20 feet in width, located along the northwest property line of the subject property, as set forth in instrument recorded for record in Volume 3 , Page 6 of the Map Records of Harris County, Texas

- D. A Public Right of Way 40 feet in width along the southeast property line dedicated per plat recorded in Film Code No 678060 of the Map Records of Harris County, Texas.
- E. A 1 foot reserve dedicated to the public as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the 1 foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors, as reflected on plat filed for record in Film Code No. 678060.
- F. A un-located pipe line right of way easement granted to Humble Oil & Refining Company, by instrument recorded in Volume 1061, Page 681 of the Deed Records of Harris, Texas.
- G. Terms, conditions and stipulations of that certain Public Right-of-Way and Indemnity Agreement dated January 14, 2016 filed for record under Harris County Clerk's File No. RP-2016-63683.
- H. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1056, Page 532, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- I. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1070, Page 595, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- J. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1070, Page 596, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- K. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1083, Page 80, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- L. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1100, Page 257, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- M. Terms, conditions and stipulations connected with that certain Mineral Estate created under Oil and Gas Lease recorded in Volume 248, Page 449, of the Contract records of Harris County, Texas. (Said lease has not been traced further)
- N. Terms, conditions and stipulations connected with that certain Mineral Estate created under Oil and Gas Lease recorded in Volume 249, Page 57 of the Contract Records of Harris County, Texas, as supplemented by Volume 307, Page 153, of the Contract records of Harris County, Texas. (Said lease has not been traced further)
- O. Terms, conditions and stipulations contained in those certain Pooling Agreements recorded in Volume 285, Page 459 and Volume 308, Page 232 of the Contract Records of Harris County, Texas, as amended by instrument filed for record under Harris County Clerk's File No. D801382.
- P. Subject to the terms, conditions and stipulation contained in that certain "Unit Agreement", regarding the Webster Field Unit filed for record under Harris County Clerk's File No. D963691.

Q. Subject to the following item(s) as shown per survey prepared by Georg R. Lardizabal, R.P.L.S. No. 6051, dated March 9, 2018:

Ditch extending along the most Northeasterly property line without benefit of a recorded easement.
"If the Endorsement T-19 is purchased, there is no coverage thereunder for this exception."

R. Said lien is additionally secured by Assignment of Leases and Rentals filed for record under Harris County Clerk's File No(s). RP-2018-295981.

American Title Company of Houston



Authorized Officer or Agent



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Title Resources Guaranty Company's toll-free telephone number for information or to make a complaint at:

1-800-526-8018

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Title Resources Guaranty Company's para obtener información o para presentar una queja al:

1-800-526-8018

Usted también puede escribir a Title Resources Guaranty Company:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

ACCESS ENDORSEMENT (T-23)

ISSUED BY

Title Resources Guaranty Company

(Herein called the Company)

Attached to Policy No.: 10-L-3055918-00283

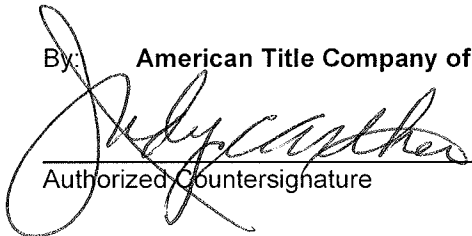
The Company insures against loss or damage sustained by the insured if, at Date of Policy:

- (i) the land does not abut and have both actual vehicular and pedestrian access to and from FM 2351 Road (the "Street"), or
- (ii) the Street is not physically open.

This endorsement is made a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Title Resources Guaranty Company

By: **American Title Company of Houston**



Authorized Countersignature

Assignment of Rents/Leases Endorsement (T-27)

ISSUED BY

Title Resources Guaranty Company

(Herein called the Company)

File Number: 3055918-00283

Attached to Loan Policy No. 10-L-3055918-00283

The Company hereby insures the insured against loss which the insured shall sustain by reason of:

(a) any defect in the execution of the document entitled Assignment of Leases and Rents referred to in paragraph 5(R) of Schedule B; and

(b) the existence, as shown by the public records, of any prior assignment of the lessor's interest in the lease or leases specified in such document, including any assignments of rents there under, other than as set forth in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Title Resources Guaranty Company

By **American Title Company of Houston**



Authorized Countersignature



Legend

- Streets
- Creeks
- City Limits
- Counties
- Schools

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

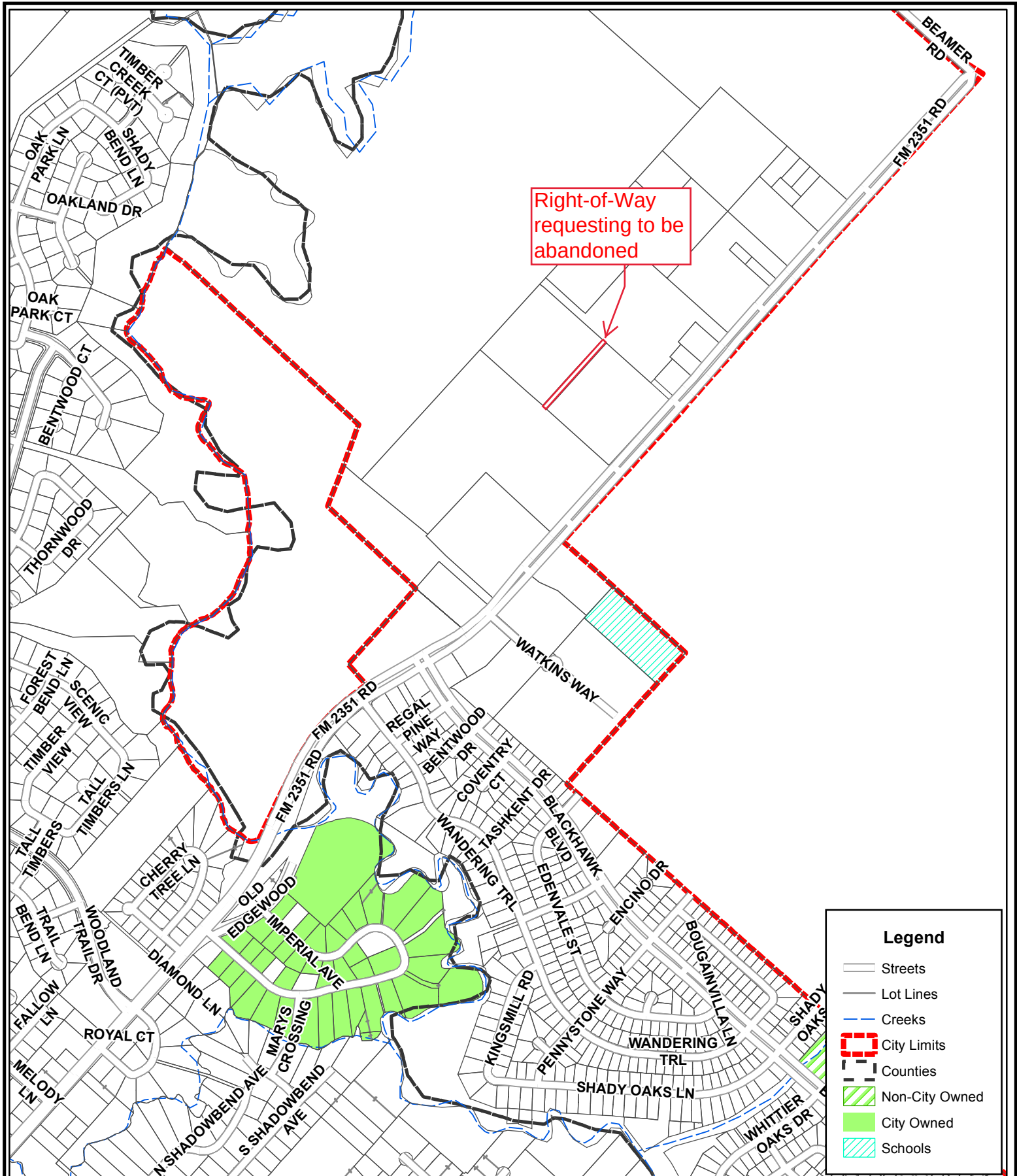


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 465'

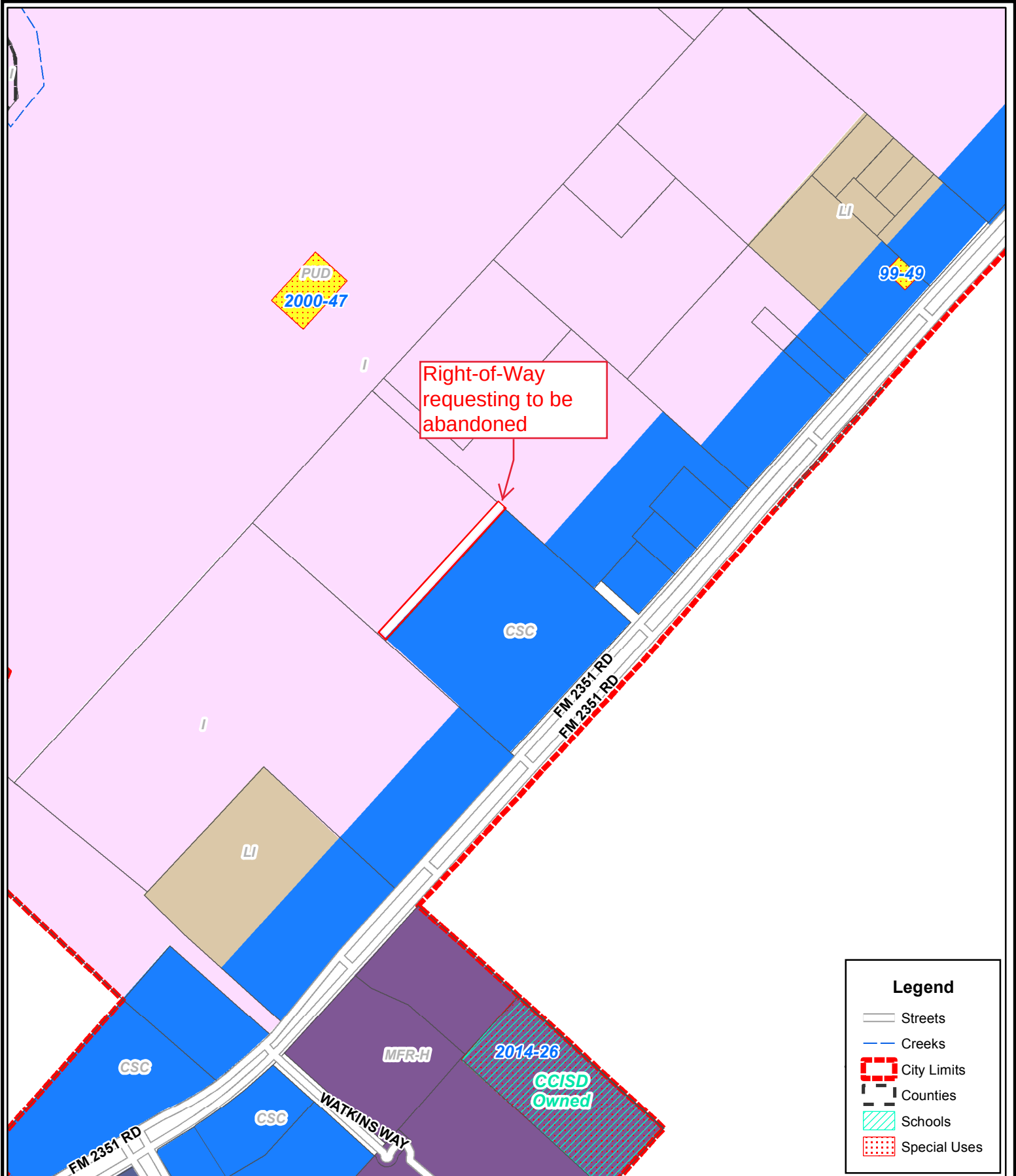


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 931'



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



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 Friendswood, Texas 77546
 (281) 996-3200
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Friendswood GIS Mapping



1" = 465'

STATE OF TEXAS
COUNTY OF HARRIS

RP-2016-187519

FILED

5/4/2016 11:43 AM

Stan Stanart

COUNTY CLERK

We, Benzi Development Company, LLC, a Texas limited liability company, acting by and through Nicholas N. Deutsch, Manager, hereafter referred to as Owners of the 10.0064 acre tract described in the above and map of BENZI DEVELOPMENT GARAGE CONDOMINIUMS Subdivision, do hereby establish hereby make solid subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drainage, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors, and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private streets, road or alley or any drainage ditch, either directly or indirectly.

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

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

IN TESTIMONY WHEREOF, Benzi Development Company, LLC, have caused these presents to be signed by Nicholas N. Deutsch, its Manager, thereunto authorized.

Benzi Development Company, LLC

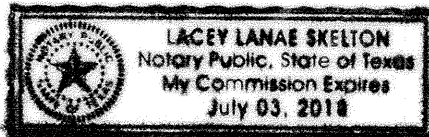
By: *Nicholas N. Deutsch*

Nicholas N. Deutsch
Manager

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Nicholas N. Deutsch, Manager of Benzi Development Company, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgment to me that they executed the same for the purposes and considerations therein expressed, and in the capacity herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of April, 2016.



Lacey Lanae Skelton
Notary Public in and for the
State of Texas
My Commission Expires
July 03, 2018
My Commission Expires:

I, Mike Kurkowski, am authorized under the laws of the State of Texas to practice the profession of land surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other object of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas State Plane Coordinate System of 1983 (south central zone).



Mike Kurkowski
Registered Professional Land Surveyor
Texas Registration No. 5101

This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas has approved this plat and subdivision of BENZI DEVELOPMENT GARAGE CONDOMINIUMS in the City of Friendswood, Texas, and has adopted by ordinance of the City of Friendswood as shown hereon and authorized the recording of this plat, this 28 day of April, 2016.

By: *David O'Farrell*

David O'Farrell, Chairman
Planning and Zoning Commission

Attest: *Becky Summers*

Becky Summers
Development Coordinator

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

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

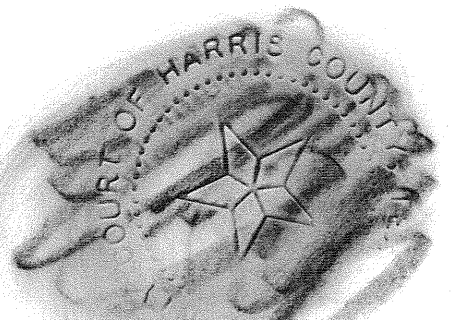
By: *Patrick G. Donart*

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

This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is not altered or changed after recording.

I, Stan Stanart, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on May 4, 2016, at 11:43 o'clock P.M., and duly recorded on May 4, 2016, at 12:15 o'clock P.M., and at Film Code No. 180660 of the Map Records of Harris County for said county.

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



Stan Stanart
County Clerk
of Harris County, Texas
By: *Edwina V Mack*
Deputy
EDWINA V MACK

ABBREVIATIONS

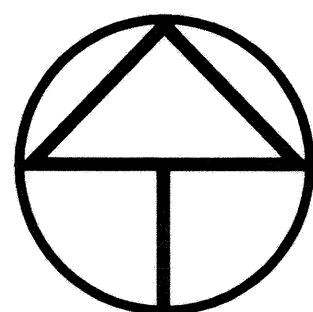
5/4/2016 hccp1p1 60.00

FND - FOUND
H.C.C.F. - HARRIS COUNTY CLERK FILE
H.C.D.R. - HARRIS COUNTY DEED RECORDS
H.C.M.R. - HARRIS COUNTY MAP RECORDS
IP - IRON PIPE
IR - IRON ROD
NO. - NUMBER
PG. - PAGE
R.O.W. - RIGHT-OF-WAY
SQ. FT. - SQUARE FEET
VOL. - VOLUME
BL. - BUILDING LINE
A.E. - AERIAL EASEMENT
W.L.E. - WATER LINE EASEMENT
S.S.E. - SANITARY SEWER EASEMENT
S.L.E. - STREET LIGHT EASEMENT
U.E. - UTILITY EASEMENT

GENERAL NOTES:

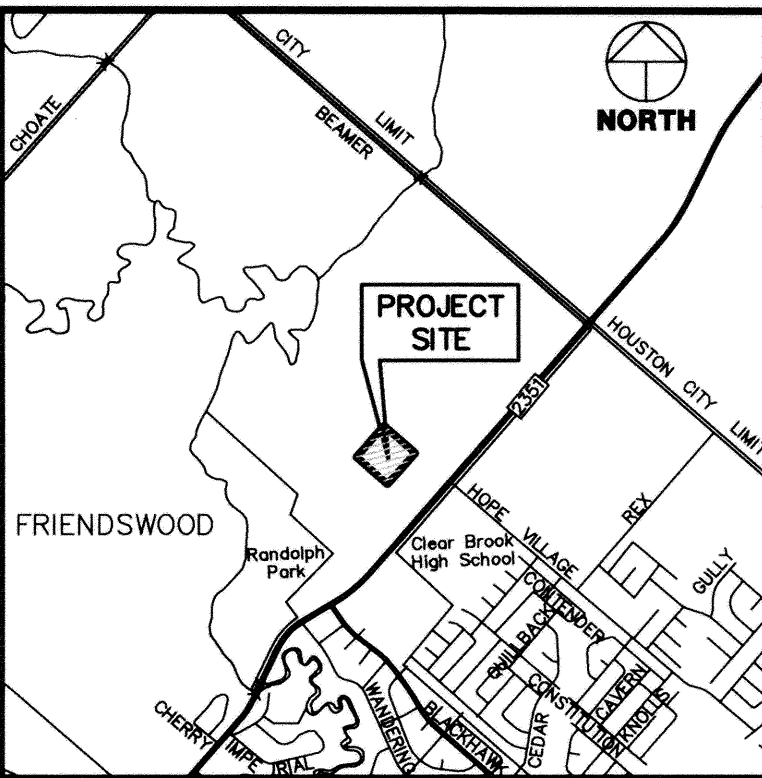
- BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). ALL COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND WERE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR 0.999872808.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48201C1065L E REVISED DATED JUNE 10, 2007, THE SUBJECT TRACT LIES WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES, INC.
- THIS SUBDIVISION LIES WHOLLY WITHIN THE CORPORATE LIMITS OF THE CITY OF FRIENDSWOOD.
- SIDEWALKS AND ADA RAMPS ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. THE DEVELOPER MUST INSTALL SIDEWALKS AND ADA RAMPS ALONG RESERVES AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE AND LOCAL REQUIREMENTS.
- NO RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.
- EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26, OF THE FRIENDSWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL STRUCTURE SHALL BE ERRECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.
- THE CITY OF FRIENDSWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, EASEMENTS, OUTFALLS AND SWALES, RECREATIONAL AREAS, RESERVES, AND OTHER PRIVATE FACILITIES THAT ARE WITHIN PRIVATE EASEMENTS. BENZI DEVELOPMENT COMPANY, LLC SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDSWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF CENTERPOINT ENERGY.
- ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.
- THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS.
- ANY AND ALL RIGHT-OF-WAY ISLANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY BENZI DEVELOPMENT COMPANY, LLC.
- THIS BOUNDARY SURVEY SHALL CLOSE TO WITHIN ONE IN 10,000.
- PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT RECORDED SEPTEMBER 10, 1937, VOL. 1061, PG. 681, HARRIS COUNTY DEED RECORDS, (BLANKET IN NATURE).
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREET ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

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



NORTH

GRAPHIC SCALE: 1" = 100'
100 0 100 200 300 Feet



FRIENDSWOOD, HARRIS COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 3,000'

LEGAL DESCRIPTION:

A TRACT OR PARCEL CONTAINING 10.0064 ACRES OR 435,878 SQUARE FEET OF LAND BEING ALL OF DIVISION "D", OF LOT 63 OF THE PLAT OF A SUBDIVISION OF NUMBERS 62, 63, 64 & 65 OUT OF THE UPPER END OF PERRY AND AUSTIN LEAGUE, AS RECORDED IN VOLUME 3, PAGE 6 OF THE HARRIS COUNTY DEED RECORDS, AND BEING THAT SAME TRACT OF LAND REFERENCED IN DEED TO PRIMAVERA RESOURCES, INC. AS RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 5558282, BEING SITUATED IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT NO. 55, HARRIS COUNTY, TEXAS, SAID 10.0064 ACRE TRACT, BEING MORE DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A CAPPED 5/8" INCH IRON ROD FOUND MARKING THE EASTERLY CORNER OF DIVISION "A" OF LOT 63 OF SAID SUBDIVISION OF NUMBERS 62, 63, 64 & 65, BEING THE EASTERLY CORNER OF A CALLED 9.5455 ACRE TRACT OF LAND AS CONVEYED TO COASTAL BEND PROPERTY DEVELOPMENT, LP AS RECORDED IN COUNTY CLERK'S FILE NO. 20150158418, AND ALSO MARKING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST EDGEWOOD DRIVE, ALSO KNOWN AS FARM TO MARKET 2351 (CALLED 120' WIDE RIGHT-OF-WAY), AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A CALLED 40 FEET WIDE RIGHT-OF-WAY DEDICATION AS RECORDED IN FILM CODE NUMBER 375110 OF THE HARRIS COUNTY MAP RECORDS;

THENCE, NORTH 48 DEGREES 20 MINUTES 02 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID DIVISION "A" AND SAID 9.5455 ACRE TRACT, A DISTANCE OF 630.11 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "THOMAS 494-5736" FOUND MARKING THE EAST CORNER OF SAID DIVISION "D" OF LOT 63 AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 42 DEGREES 16 MINUTES 45 SECONDS WEST, ALONG THE COMMON LINE OF SAID DIVISION "D" AND SAID DIVISION "A", A DISTANCE OF 660.00 FEET TO CAPPED 5/8" INCH IRON ROD STAMPED "RWP INC 1855" FOUND MARKING THE SOUTH CORNER OF SAID DIVISION "D", THE WEST CORNER OF SAID DIVISION "A", AND THE SOUTH CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, NORTH 48 DEGREES 20 MINUTES 02 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID DIVISION "D", A DISTANCE OF 660.14 FEET TO CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE SOUTHEASTERLY LINE OF RESERVE "A", TIMBER CREEK GOLF COURSE, AS RECORDED IN FILM CODE NUMBER 449055 OF THE HARRIS COUNTY MAP RECORDS, AS CONVEYED TO TIMBER CREEK HOLDINGS, LP AS RECORDED IN COUNTY CLERK'S FILE NO. X06025; MARKING THE WEST CORNER OF SAID DIVISION "D" AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 42 DEGREES 22 MINUTES 43 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID RESERVE "A", A DISTANCE OF 13.97 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN ANGLE POINT;

THENCE, NORTH 42 DEGREES 13 MINUTES 02 SECONDS EAST, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID RESERVE "A", A DISTANCE OF 646.03 FEET TO A 5/8" INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID DIVISION "D" AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 48 DEGREES 20 MINUTES 02 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID DIVISION "D", A DISTANCE OF 660.81 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10.0064 ACRES OR 435,878 SQUARE FEET OF LAND AS SHOWN ON JOB NO. 52705, PREPARED BY WINDROSE LAND SERVICES.

A FINAL PLAT OF

BENZI DEVELOPMENT GARAGE CONDOMINIUMS

A SUBDIVISION OF 10.0064 AC. OR 435,878 SQ. FT. OF LAND,
BEING ALL OF DIVISION "D" OF LOT 63,
OUT OF THE UPPER END OF PERRY AND AUSTIN LEAGUE,
VOLUME 3, PAGE 6, H.C.D.R., REFERRED TO AS THE
HOIDALE AND COFFMAN SUBDIVISION, ABSTRACT NO. 55,
CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS.

1 BLOCK 1 RESERVE

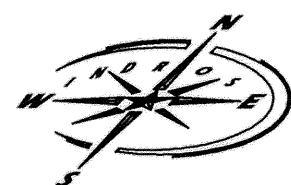
APRIL 14, 2016

Owners

Benzi Development Company, LLC
a Texas limited liability company

Nicholas N. Deutsch, Manager
13815 Barryknoll Lane
Houston, Texas 77079
(713) 409-6053

Surveyor



Windrose Land Services

3200 Wilcrest, Suite 325

Houston, Texas 77042

Phone (713) 458-2281 Fax (713) 461-1151

Contact: Andrew Allemand, Project Manager

Professional Development Consultants

Land Surveying, Platting, Project Management and GIS Services

Firm Registration No. 10108900



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 10, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Request to vacate three public waterline easements at 1501 W. Parkwood Ave.

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 Gardens at Friendswood Lakes Plat (2008) dedicated three waterline easements throughout Lot 2 in anticipation of expanding the adjacent apartment complex on Lot 1 onto this property. That expansion did not happen and the property has been sold. The current owner is proposing two retail strip center buildings and the waterline easements are not needed. The water line connections will be within the right-of-way along FM 528 and the waterlines on the property will be private.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The waterline easements were dedicated on the plat in anticipation of the expansion of the adjacent apartment complex. The easements are no longer needed.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the JPH.

ATTACHMENTS

[Application](#)

[Metes and Bounds Description and Exhibit](#)

[Title report](#)

[Aerial Map](#)

[Location Map](#)

[Zoning Map](#)

[Gardens at Friendswood Lakes Plat pg 1](#)

[Gardens at Friendswood Lakes Plat pg 2](#)



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Application for Vacation of Public Easements or Rights-of-Way

APPLICANT NAME: Jose Garza Phone: 832-687-6446
Mailing Address: 604 Penny Ln.
City: Friendswood State: TX Zip: 77546 Fax: 713-649-8823
Email Address: joegarza11@gmail.com

SUBJECT PROPERTY INFO:

Subdivision Name: _____ Street Name: W. Parkwood
Abutting Blocks: _____ Abutting Lots: Lot1 and Lot3
Vacate the following: ☐ Right-of-Way ☒ Easement
Reason for vacation request: Not Needed

Related City applications which are pending: _____

Improvements located in subject right-of-way / easement:

☒ None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles
☐ Structures ☐ Fences/Walls ☐ Other _____

Utilities located in subject right-of-way / easement:

☒ None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer
☐ Storm Drain ☐ Unknown ☐ Other _____

The undersigned applicant understands that the processing of this application will be handled in accordance with the procedures outlined in Section 70-25 of the City of Friendswood Code of Ordinances and that the acceptance of this application and fee in no way obligates the City to grant the vacation.

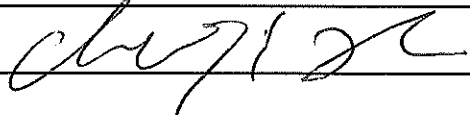
The undersigned hereby requests approval by the City Council to vacate the above identified easement / right-of-way.

Applicant's Signature: [Signature] Date: 9-13-2018

Received By: <u>B. Sumner</u>	Application Number: <u>2018-0044</u>
Property Owner Notices: <u>10-26-18</u>	Received Date: <u>10-1-18</u>
	Joint Public Hearing Date: <u>11-5-18</u>

Acknowledgment Of Adjacent Property Owners

By signing below, property owners acknowledge receiving notice of the applicant's request to vacate a public easement or public right-of-way abutting their property, as described in the attached application, and provide confirmation that they have no objections to said vacation. *Multiple sheets or separate documents may be submitted.*

Printed Name: Kid City
Address or Legal Description: 1601 W. Parkwood Ave. Friendswood TX
Phone Number: 832-569-4674n
Signature:  9-18-2018

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____

P.O.C. POINT OF COMMENCING B.L. BUILDING SETBACK LINE
P.O.B. POINT OF BEGINNING L.B. LANDSCAPE BUFFER
W.L.E. WATERLINE EASEMENT U.E./S.S.E. UTILITY EASEMENT/SANITARY SEWER EASEMENT
ST. SWE. STORM SEWER EASEMENT

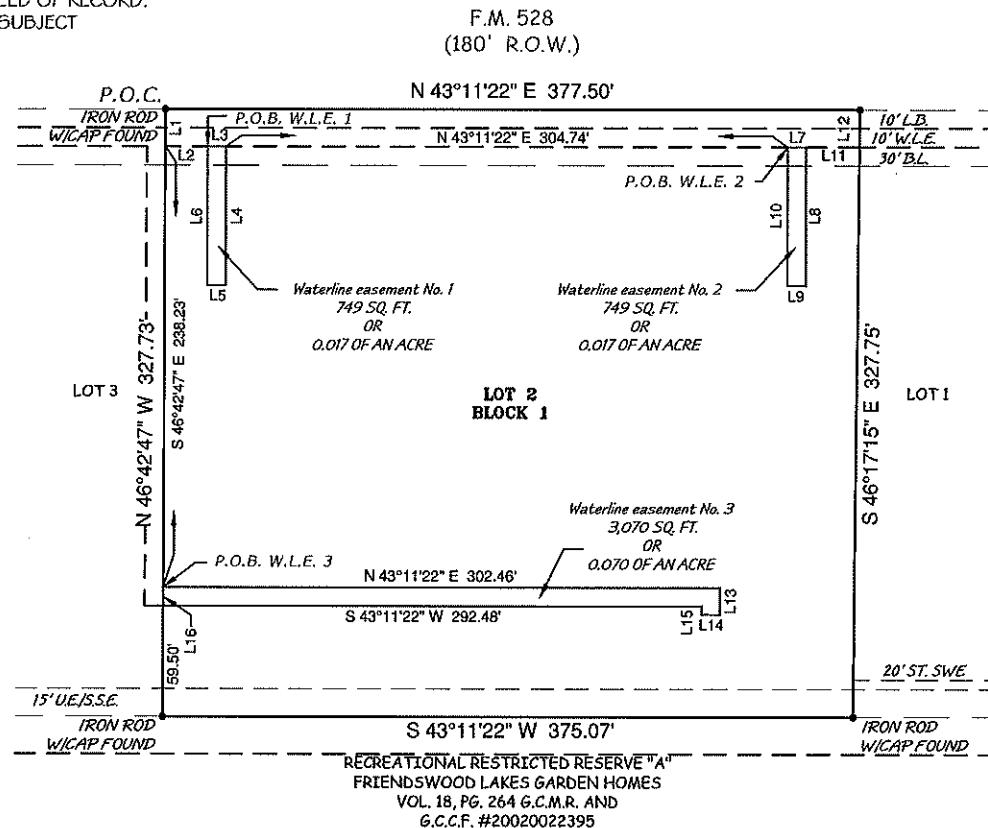


SCALE: 1"=100'
FMS JOB No. 56349

NOTES:

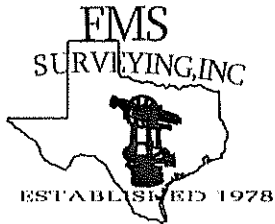
1. BEARINGS ARE BASED ON THE RECORDED PLAT OF GARDENS AT FRIENDSWOOD LAKES, RECORDED IN G.C.C.F. NO. 2008040176.
2. A SEPARATE METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED IN CONNECTION WITH THIS EXHIBIT.
3. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT/COMMITMENT AND IS SUBJECT TO ANY AND ALL BUILDING LINES, EASEMENTS OR ORDINANCES THAT MAY BE CONTAINED THEREIN AND/OR NOT REFLECTED BY THE DEED OF RECORD.
4. AN ABSTRACT OF TITLE HAS NOT BEEN PERFORMED ON THE SUBJECT PROPERTY, THERE MAY BE OTHER MATTERS WHICH MAY APPLY.

LINE	BEARING	DISTANCE
L1	S 46°42'47" E	20.00'
L2	N 43°11'22" E	23.42'
L3	N 43°11'22" E	10.00'
L4	S 46°48'38" E	74.91'
L5	S 43°11'22" W	10.00'
L6	N 46°48'38" W	74.91'
L7	N 43°11'22" E	10.00'
L8	S 46°48'38" E	74.91'
L9	S 43°11'22" W	10.00'
L10	N 46°48'38" W	74.91'
L11	S 43°11'22" W	29.19'
L12	S 46°17'15" E	20.00'
L13	S 46°48'38" E	14.50'
L14	S 43°11'22" W	10.00'
L15	N 46°48'38" W	4.50'
L16	N 46°42'47" W	10.00'



SURVEYOR:
F.M.S. SURVEYING
19701 STATE HIGHWAY 6,
MANVEL, TEXAS 77578
CONTACT: JASON P. SHERIDAN
PHONE: (281) 519-8530, EXT. 102
TBPLS FIRM # 10040400
www.fmssurveying.com
FMS 56349

DWN: KR	PARCEL 515492	SCALE: 1"=100'	JOB #56349	ORIGINAL PLOT DATE: 9-12-18
FMS SURVEYING, INC.  ESTABLISHED 1978		OF TWO 0.017 OF AN ACRE WATERLINE EASEMENTS, AND A 0.070 OF AN ACRE WATERLINE EASEMENT OUT OF LOT 2, BLOCK 1 OF GARDENS AT FRIENDSWOOD LAKES, RECORDED IN G.C.C.F. NO. 2008040176 AND BEING THAT SAME TRACT CONVEYED TO BGG, LLC IN G.C.C.F. NO. 2014047754.		SHEET 1 OF 4
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS				



WATERLINE EASEMENT NO. 1

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 749 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 20.00 feet to a point for corner, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of said Lot 3, bears S 46°42'47" E, 307.73 feet;

THENCE N 43°11'22" E, parallel to and 20 feet southerly of the northerly line of said Lot 2, a distance of 23.42 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and 20 feet southerly of the northerly line of said Lot 2, a distance of 10.00 feet to a point, marking the northeast corner of herein described easement;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 74.91 feet to a point, marking the southeast corner of herein described easement;

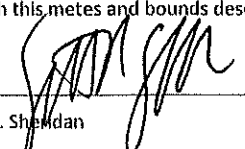
THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to a point, marking the southwest corner of herein described easement;

THENCE N 46°48'38" W, along and with the westerly line of herein described easement, a distance of 74.91 feet to the **POINT OF BEGINNING** containing a calculated area of 0.017 of an acre of land.

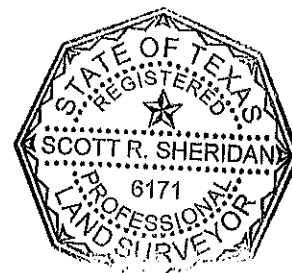
NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349



Scott R. Sheridan
RPLS No. 6171





WATERLINE EASEMENT NO. 2

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 749 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 20.00 feet to a point for corner, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes, bears S 46°42'47" E, 307.73 feet;

THENCE N 43°11'22" E, parallel to and 20 feet southerly of the northerly line of said Lot 2, a distance of 338.16 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and 20 feet southerly of the northerly line of said Lot 2, a distance of 10.00 feet to a point, marking the northeast corner of herein described easement, that bears, S 46°17'15" E, 20.00 feet and S 43°11'22" W, 29.19 feet from a point in the southerly R.O.W. line of said F.M. 528, marking the northeast corner of said Lot 2 and the northwest corner of Lot 1, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 74.91 feet to a point, marking the southeast corner of herein described easement;

THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to a point, marking the southwest corner of herein described easement;

THENCE N 46°48'38" W, along and with the westerly line of herein described easement, a distance of 74.91 feet to the **POINT OF BEGINNING** containing a calculated area of 0.017 of an acre of land.

NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349

Scott R. Sheridan
RPLS No. 6171

9/13/19





WATERLINE EASEMENT NO. 3

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 0.070 of an acre (3,070 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 3,070 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 258.23 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and parallel to the northerly line of said Lot 2, a distance of 302.46 feet to a point, marking the northeast corner of herein described easement;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 14.50 feet to a point, marking the most easterly southeast corner of herein described easement;

THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to an angle point for corner;

THENCE N 46°48'38" W, parallel to the east line of herein described easement, a distance of 4.50 feet to a point, marking an interior corner of herein described easement;

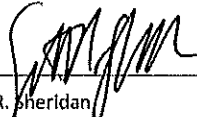
THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 292.48 feet to a point in the common line of said Lots 2 and 3, marking the southwest corner of herein described easement, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of Lot 3, bears S 46°42'47" E, 59.50 feet;

THENCE N 46°42'47" W, along and with the common line of said Lots 2 and 3, a distance of 10.00 feet to the **POINT OF BEGINNING** containing a calculated area of 0.070 of an acre of land.

NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349



Scott R. Sheridan
RPLS No. 6171

9/13/18





Real partners. Real possibilities.

DISCLOSURE REGARDING FUNDS FOR CLOSING (to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction, Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

stewart title

Real partners. Real possibilities.

September 25, 2018

File No.: 287910

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

D'Ann Andrus

Stewart Title Company
601 S Friendswood, Suite 103
Friendswood, TX 77546
(281) 819-4280 main (281) 605-1319 fax
dandrus@stewart.com

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

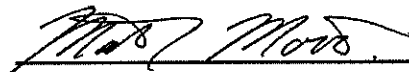
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.



Authorized Countersignature

Stewart Title Company
601 S Friendswood, Suite 103
Friendswood, TX 77546



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 287910	Effective Date: September 19, 2018 at 8:00AM
CLOSER: D'Ann Andrus	Issued: September 27, 2018 9:34AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED: Texas Gulf Bank
Proposed Borrower: to be determined
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

✓ BGG, LLC

4. Legal description of land:

See Exhibit "A" Attached Hereto

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 287910

Lot Two (2), in Block One (1), of Gardens at Friendswood Lakes, an addition in Galveston County, Texas, according to the map or plat thereof recorded in/under Plat Record 2008A, Map Number 85 of the Map/Plat Records of Galveston County, Texas.

MAP

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception.):

Those recorded under Plat Record 2008A, Map Number 85 of the Map Records, and under Clerk's File Nos. 9740750, 2001025561, 2001027450, 2001028499, 2001064909, 2002055589, 2002057042, 2003057310, 2008048588, 2011053457, 2011053458, 2011053459, 2011053460 and 2012065293, 2016009345 of the Official Public Records of Galveston County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin or (b) relates to handicap, but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a) Rights of parties in possession. (Owner Title Policy only)
 - b) All charges, liens, and assessments payable to Friendswood Lakes Homeowners Association, Inc., including that lien to secure the payment thereof, recorded in/under Clerk's File No. 2001025561 and 2008048588 of the Official Public Records of Galveston County, Texas. This lien being subordinate to first mortgage liens.
 - ✓ c) Public utility easement 15 feet wide along the rear property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ d) Sanitary sewer easement 15 feet wide along the rear property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - e) Public utility easement 10 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ f) Water line easement 10 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - g) Water line easement, varying in width and locations, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ h) Landscape buffer 10 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ i) Building line 30 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - j) A easement granted to Southwestern Bell Telephone 10 feet in width as set forth in instrument recorded in/under Volume 2645, Page 28 of the Official Public Records of Real Property of Galveston County, Texas and as reflected by the recorded Plat in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - k) A electric distribution line easement granted to Texas-New Mexico Power Company, as set forth in instrument recorded in/under Clerk's File No. 2008065711 of the Official Public Records of Real Property of Galveston County, Texas.
 - l) Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
 - m) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. NOTE: For Information Purposes Only, the vesting on Schedule A as per document recorded under Clerk's File No. 2014047754 of the Official Public Records of Galveston County, Texas.
7. Vendor's Lien retained in Deed dated August 20, 2014, recorded under Clerk's File No. 2014047754 of the Official Public Records, securing the payment of one note in the principal amount of \$665,920.00, bearing interest and payable as therein provided to the order of Texas Gulf Bank, N.A., and additionally secured by Deed of Trust of even date therewith executed by BGG, LLC and recorded under Clerk's File No. 2014047755 of the Official Public Records of Galveston County, Texas.

Said Note and Deed of Trust modified and/or extended by instrument recorded under Clerk's File No. 2016061769 of the Official Public Records of Galveston County, Texas.
8. The Company requires for its review, satisfactory copy of the Certificate of Formation and Operating Agreement and any amendments thereto, a certificate of good standing and satisfactory evidence of authority of the officers, managers or members to execute the documents.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 287910

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer;; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer;; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President – Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Matthew W. Morris, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris, Chairman, Chief Executive Officer and President, David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer, John L. Killea, General Counsel, Denise Carraux, Secretary & Assistant Treasurer, and Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE D**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Amount			To Whom	For Service
\$	(or	%)		
\$	(or	%)		
\$	(or	%)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."



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.

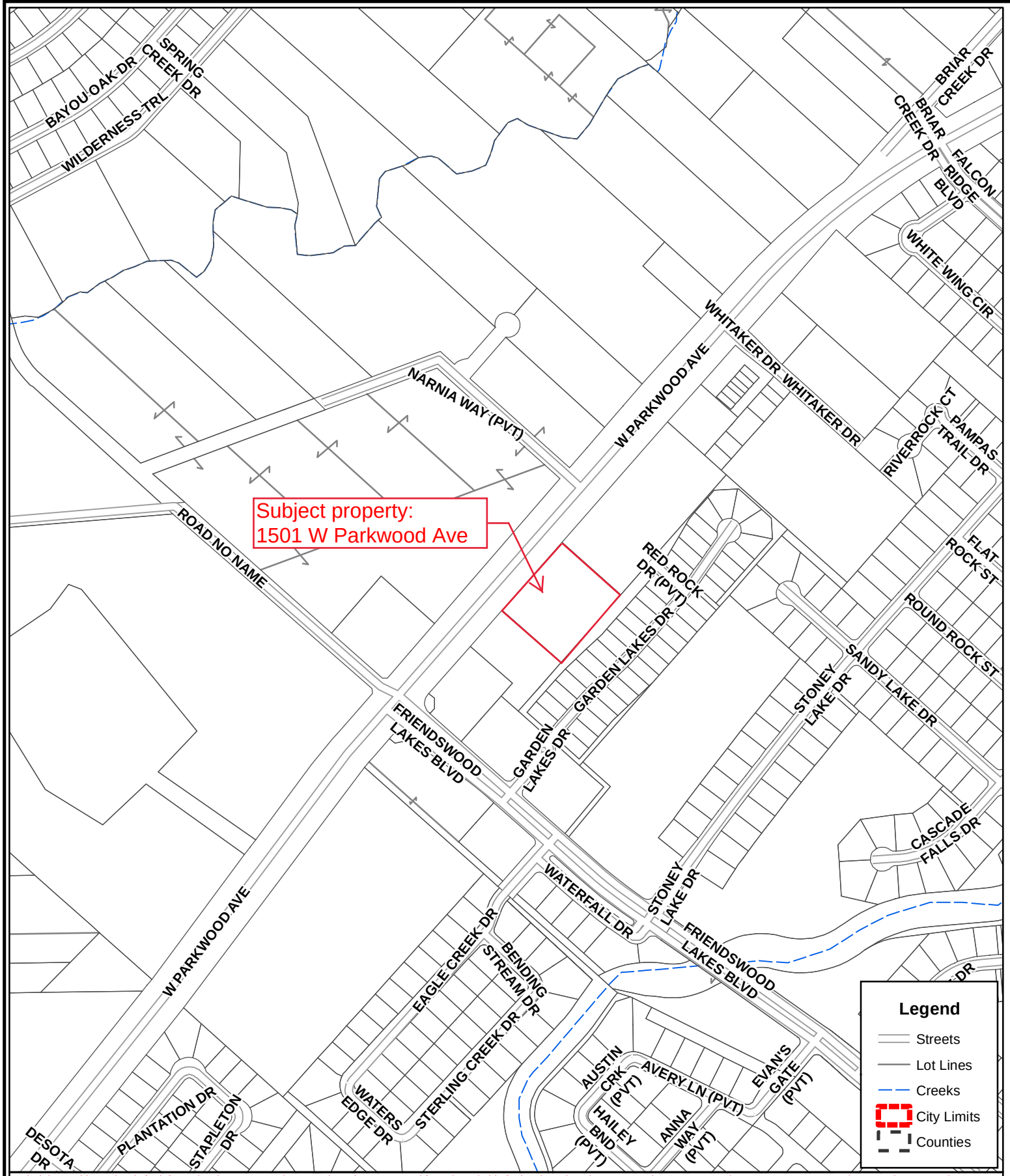


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 260'



Subject property:
1501 W Parkwood Ave

Legend

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

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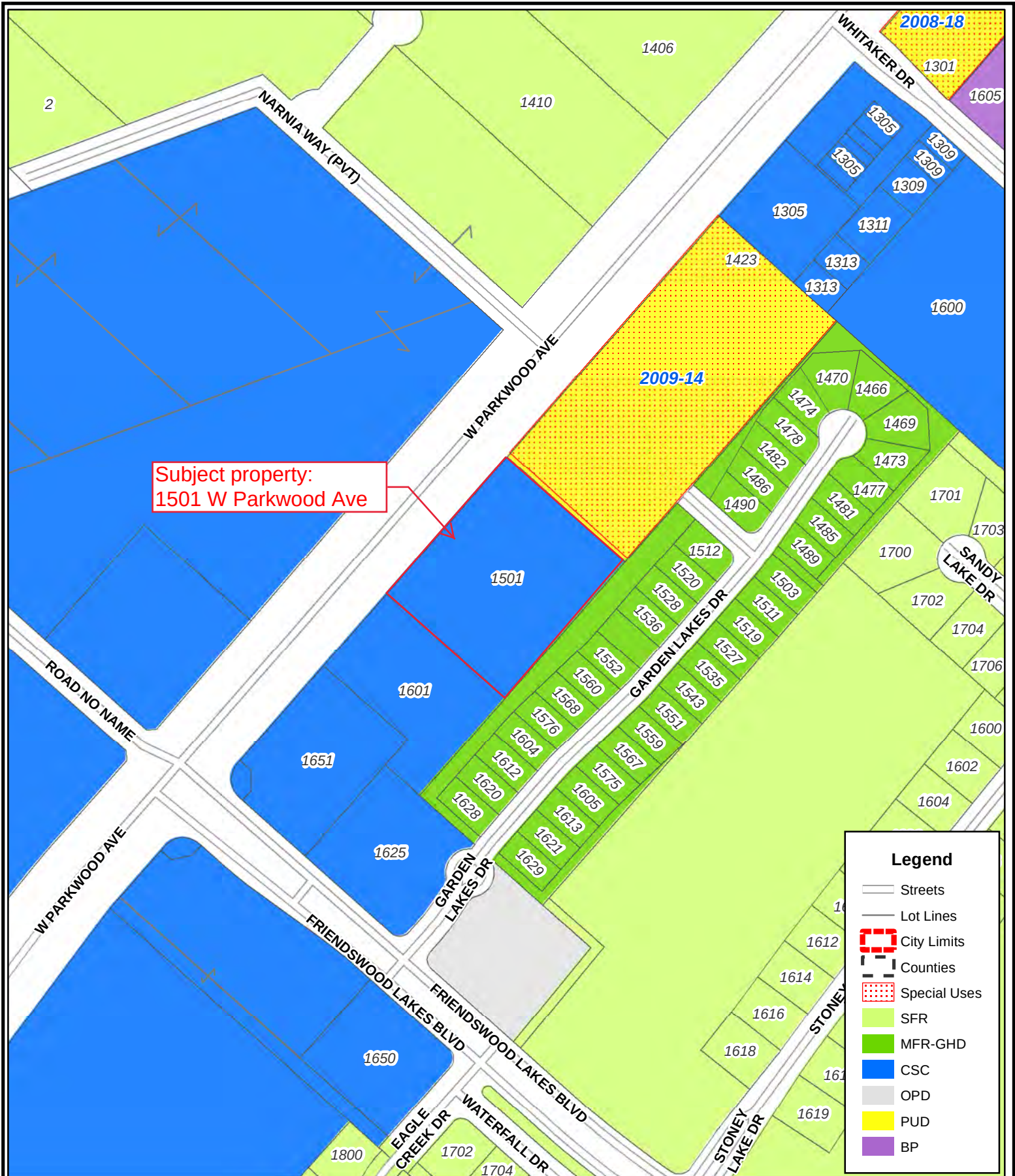


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 519'



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Friendswood GIS Mapping



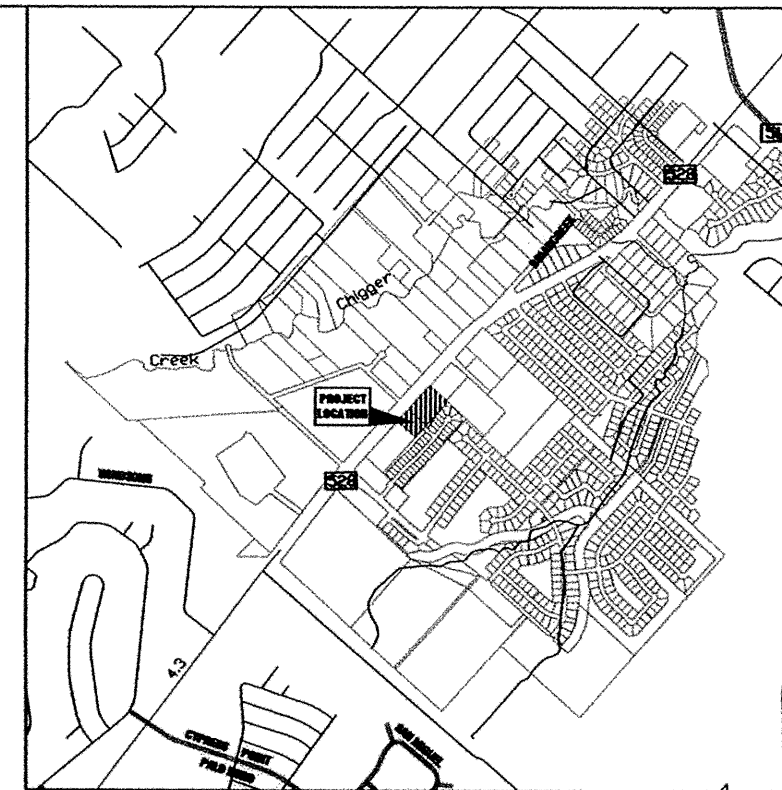
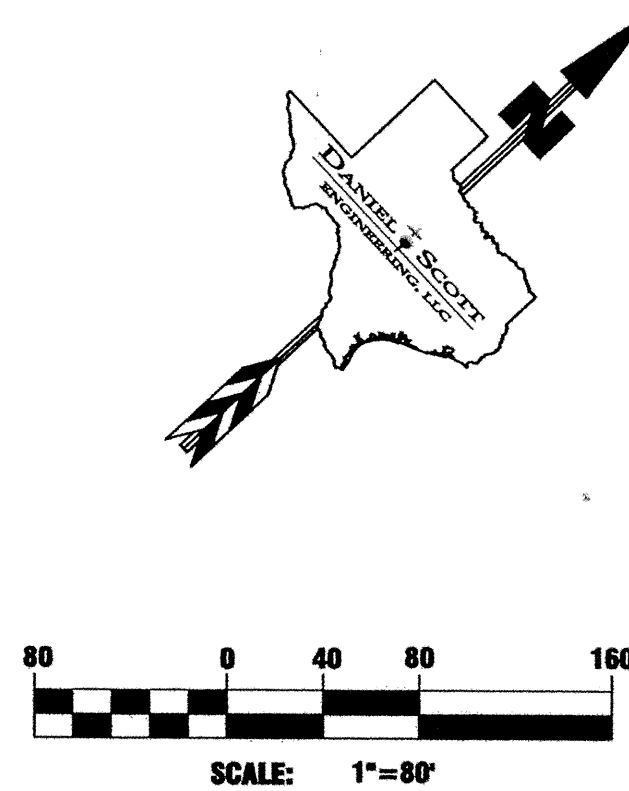
1" = 260'

NOTES

- THERE WERE NO APPARENT VISIBLE SIGNS OF ANY PIPELINES ON OR ACROSS THIS TRACT AT THE TIME OF THIS SURVEY.
- BEARINGS BASED ON GEODETIC NORTH USING GLOBAL POSITIONING SATELLITE OBSERVATIONS.
- 5/8" IRON RODS SET ARE STAMPED "RPLS 3698".
- THE REASON FOR REPLAT IS TO CREATE 5 LOTS OUT OF 12.62 ACRES OF LAND.
- 100 YEAR SHEET FLOW WILL BE ALLOWED TO BE CONVEYED OVER THE PROPOSED 10 SANITARY SEWER EASEMENT AND UTILITY EASEMENTS.

	RADIUS	ARC	DELTA	CHORD	BEARING
C1	525.00'	10.91'	01°11'25"	10.91'	S 37°58'36" W
C2	50.00'	91.80'	105°11'34"	79.44'	S 42°59'07" W
C3	25.00'	20.60'	47°12'08"	20.02'	S 13°59'24" W
C4	470.00'	49.36'	06°01'02"	49.34'	S 40°35'59" W
C5	25.00'	39.27'	90°00'00"	35.36'	S 88°36'30" W
C6	50.00'	78.17'	89°34'52"	70.45'	N 01°36'04" W

	DIST.	BEARING
L1	44.65'	S 37°35'28" W
L2	25.00'	S 43°36'30" W



VICINITY MAP

SCALE: 1" = 2000'

LEGEND

AC	ACRES
BL	BUILDING LINE
DE	DRAINAGE EASEMENT
IR	IRON ROD
LS	LANDSCAPE BUFFER
SSE	SANITARY SEWER EASEMENT
ST SWE	STORM SEWER EASEMENT
TBM	TEMPORARY BENCHMARK (PROJECT)
UE	UTILITY EASEMENT
WLE	WATER LINE EASEMENT

BENCHMARK ELEV. 32.39

NGS T-1144 EL. 32.39 (1978 ADJUSTMENT) USGS BENCHMARK DISK (PID-AW1000), 3.3 MILES NE ALONG FM 528 FROM THE INTERSECTION OF STATE HIGHWAY 35 IN ALVIN TO THE MARK ON THE LEFT AT THE NE CORNER OF A CHAIN LINK FENCE AROUND A PHILLIPS PETROLEUM COMPANY VALVE STATION WITH HIGH PRESSURE GAS LINE, 278 FEET NE OF THE CENTER LINE OF WINDSONG STREET. THE MARK IS 2 FEET EAST FROM A WITNESS POST AND ABOUT 1 FOOT LOWER THAN THE ROAD.

PROJECT BENCHMARK:

- CUT IN PAVEMENT ELEV. = 32.73'

FLOOD STATEMENT

THIS TRACT IS LOCATED IN CLEAR ZONE "C" AN AREA OUTSIDE OF THE 500-YEAR FLOODPLAIN, AS SCALED ON FIRM NUMBER 48548-0005 DATED SEPTEMBER 22, 1989. THIS INFORMATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOOD HAZARDS THAT MAY OR MAY NOT EXIST.

THE PURPOSE OF THIS REPLAT IS TO REDEFINE THE EXISTING LOT LINES.

ENGINEER:

DANIEL SCOTT ENGINEERING, LLC
DANIEL S. JOHNSON, P.E., CFM
2811 INDIAN HILL RD., STE. 700
HOUSTON, TX 77068
PHONE: (281) 482-3384

SURVEYOR:

FMS SURVEYING, INC.
FRANK M. SHERRARD, SR., R.P.L.S. No. 3698
2245 PASADENA BLVD.
PASADENA, TEXAS 77508-7238
PHONE: (713) 475-4381

OWNERS:

GARDENS AT FRIENDSWOOD LAKES, LP
LES KELLY
5005 RIVERWAY
SUITE 330
HOUSTON, TEXAS 77056
PHONE: (713) 914-9400

FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.
ALTAM DEVELOPMENT CORPORATION
WILLIAM F. MITCHELL, PRESIDENT
P.O. BOX 72
FRIENDSWOOD, TEXAS 77548
PHONE: (281) 482-4100

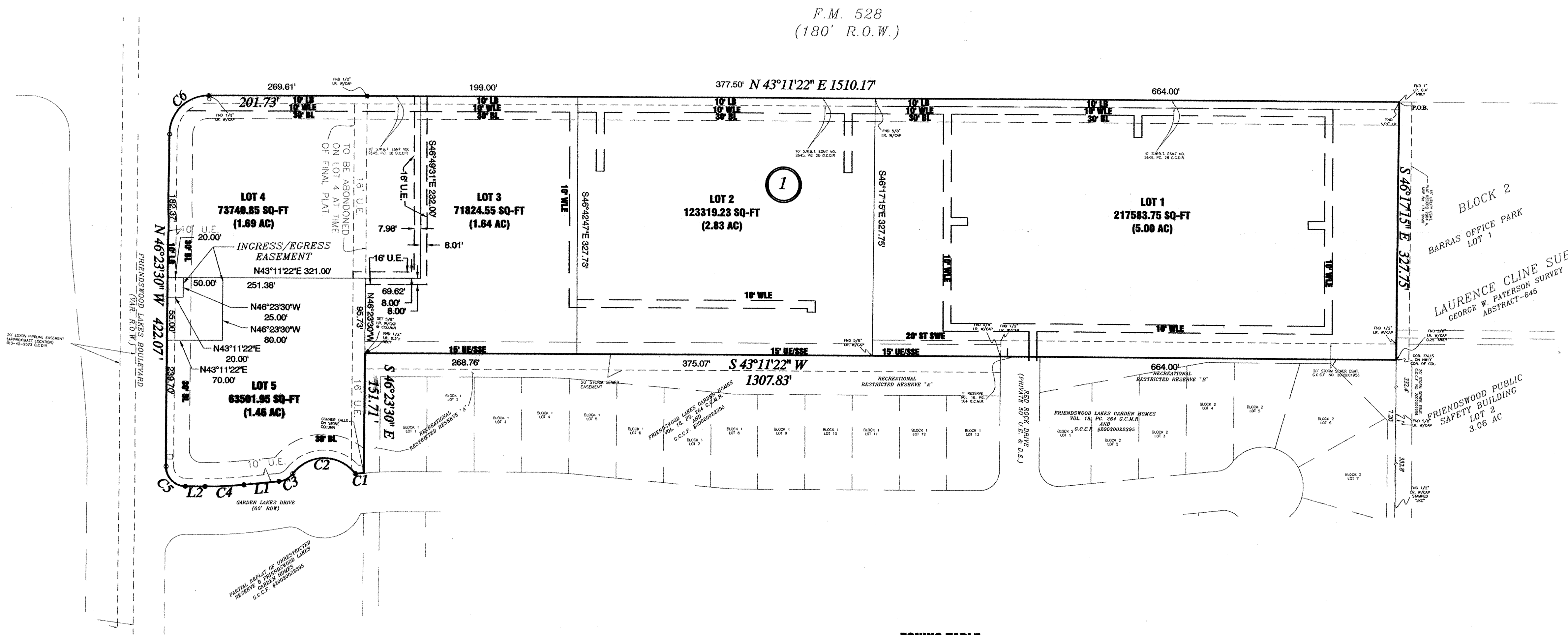
FINAL PLAT OF
GARDENS AT FRIENDSWOOD LAKES
AND REPLAT OF FRIENDSWOOD LAKES SECTION 1
UNRESTRICTED RESERVE B
12.62 ACRES

A tract of land containing 549,919.48 square feet consisting of Tract One (1), a called 9.8419 Acre tract and Tract Two (2), a called 2.7844 Acre tract situated in the George W. Patterson Survey, Abstract-645, Calveston County, Texas, as described in Calveston County Clerk's File No. 2003084471, with said called 9.8419 Acre tract being a residue of a called 6.6778 Acre tract as described in Calveston County Clerk's File No. 2000031702, and the residue of that certain Quit Claim Deed as recorded in Calveston County Clerk's File No. 8537569, and said called 2.7844 Acre tract being out of and a part of Partial Replat of Unrestricted Reserve "B", Friendswood Lakes Garden Homes, as recorded in Calveston County Clerk's File No. 2002022395.

CALVESTON COUNTY, TEXAS
5 LOTS 1 BLOCK 0 RESERVES
APRIL 04, 2008
F.M.S. SURVEYING CO.

P.O. BOX 7238, 2245 PASADENA BLVD., PASADENA, TEXAS 77508-7238
PHONE: (713) 475-4381

SHEET 1 of 2



ZONING TABLE

ZONING DISTRICT	MIN LOT AREA (SQ-FT)	MIN LOT WIDTH (FEET)	MIN LOT DEPTH (FEET)	YARDS-MINIMUM FEET				SIDE			
				FRONT	REAR			INTERIOR		EXTERIOR	
								WHEN ABUTTING PROPERTY IN A RESIDENTIAL DISTRICT OR GARDEN HOME DISTRICT	WHEN ABUTTING PROPERTY IN A NON-RESIDENTIAL DISTRICT	WHEN BACKING UP TO AN ABUTTING SIDE YARD	WHEN BACKING UP TO AN ABUTTING REAR YARD
CSC	15,000	100	150	30	15			25	10	25	10

NOTES:

- LOT 1 IS ZONED PD/SUP (ORDINANCE 2007-09)
- ALL LOTS SHALL CONFORM TO THE ZONING TABLE ABOVE.

STATE OF TEXAS
COUNTY OF GALVESTON BY:

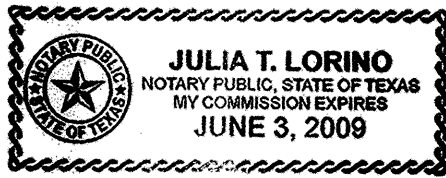
I, LES KILDAY hereinafter referred to as the Owner of the 5.00 acre tract (LOT 1) described in the above and foregoing plat of GARDENS AT FRIENDSWOOD LAKES, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public utility easements shown hereon.


LES KILDAY
GARDENS AT FRIENDSWOOD LAKES, LP
GARDENS AT FRIENDSWOOD LAKES PARTNERS, LLC

BEFORE ME, the undersigned authority, on this day personally appeared LES KILDAY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of APRIL, 2008.



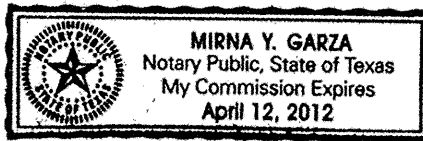
STATE OF TEXAS
COUNTY OF GALVESTON

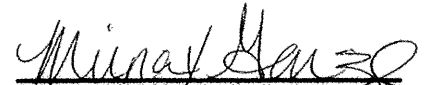
We, CAPITAL ONE NATIONAL ASSOCIATION, as holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby in all things subordinate to said subdivision and dedication, the lien against said landowner and held by us.


LAURA BAILEY, TRUSTEE

BEFORE ME, the undersigned authority, on this day personally appeared LAURA BAILEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of April, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

CITY OF FRIENDSWOOD

This is to certify that the Planning & Zoning Commission of the City of Friendswood, Texas has approved this FINAL PLAT of GARDENS AT FRIENDSWOOD LAKES, as shown heron.

In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the Planning & Zoning Commission of the City of Friendswood, Texas this 23 day of April, 2008.


AUBREY HARBIN, DEVELOPMENT COORDINATOR

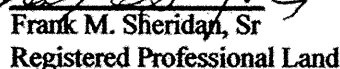

JAMES R. GIBSON, CHAIRMAN

I, LESLIE E. McMAHEN, P.E., DIRECTOR OF COMMUNITY DEVELOPMENT of the City of Friendswood, Texas do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas, and further it complies with all of the ordinances as adopted by the City Council.


LESLIE E. McMAHEN, P.E. - DIRECTOR OF COMMUNITY DEVELOPMENT

I, FRANK M. SHERIDAN, Sr, do hereby certify that this plat correctly represents a survey made under my supervision on the ground, in accordance with the information provided me and correctly represents the facts as found at the time of survey and is true and correct, and that all lot and block corners, angle points, and points of curvature will be properly marked with iron rods, and that the boundary closes within 1 in 10,000.

WITNESS MY HAND AND SEAL this 14TH day of APRIL, 2008.


Frank M. Sheridan, Sr
Registered Professional Land Surveyor No. 3698

STATE OF TEXAS
COUNTY OF GALVESTON

I, MARY ANN DAIGLE, County Clerk, Galveston County, Texas do hereby certify that this written instrument was filed for record in my office on _____, 2008, at _____ o'clock _____, and duly recorded on _____, 2008, at _____ o'clock _____, in Plat Record _____ Map Number _____, Galveston County Map Records.

Witness My Hand And Seal of Office at Galveston, Texas the day and date last above written.

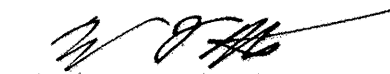
MARY ANN DAIGLE County Clerk of Galveston County, Texas

By: _____ Deputy

STATE OF TEXAS
COUNTY OF GALVESTON BY:

I, WILLIAM F. MITCHELL hereinafter referred to as the Owner of the 7.62 acre tracts (LOTS 2-4) described in the above and foregoing plat of GARDENS AT FRIENDSWOOD LAKES, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public utility easements shown hereon.


WILLIAM F. MITCHELL
ALTAIR DEVELOPMENT CORPORATION
FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. MITCHELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of APRIL, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF GALVESTON BY:

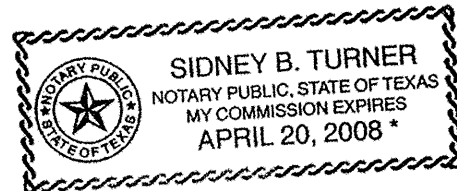
I, DENNIS D. TEETER hereinafter referred to as the Owner of the 7.62 acre tracts (LOTS 2-4) described in the above and foregoing plat of GARDENS AT FRIENDSWOOD LAKES, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

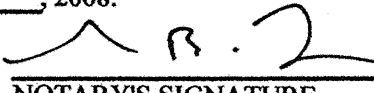
FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public utility easements shown hereon.


DENNIS D. TEETER
BEARDEN MANAGEMENT, INC.
FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.

BEFORE ME, the undersigned authority, on this day personally appeared DENNIS D. TEETER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of April, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

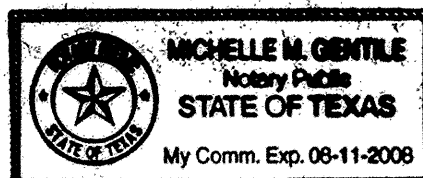
STATE OF TEXAS
COUNTY OF GALVESTON

We, JP MORGAN CHASE BANK, owner and holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby in all things subordinate to said subdivision and dedication, the lien against said landowner and held by us.


KEITH W. JACOBSON, TRUSTEE
Keith W. Jacobson

BEFORE ME, the undersigned authority, on this day personally appeared ~~KEITH W. JACOBSON~~ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of April, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

METES AND BOUNDS DESCRIPTION

A tract of land containing 549,919.48 square feet consisting of Tract One (1), a called 9.8419 Acre tract and Tract Two (2), a called 2.7844 Acre tract situated in the George W. Patterson Survey, Abstract-645, Galveston County, Texas, as described in Galveston County Clerk's File No. 2003084471, with said called 9.8419 Acre tract being a residue of a called 6.6778 Acre tract as described in Galveston County Clerk's File No. 2000031702, and the Residue of that certain Quit Claim Deed as recorded in Galveston County Clerk's File No. 8537569, and said called 2.7844 Acre tract being out of and a part of Partial Replat of Unrestricted Reserve "B", Friendswood Lakes Garden Homes, as recorded in Galveston County Clerk's File No. 2002022395, with said 549,919.48 square feet being more particularly described by Metes and Bounds as follows:

Beginning at a 5/8 inch iron rod found on the Southeasterly Right-of-Way line of F.M. 528 (180' R.O.W.) at the most Northwesterly corner of Tract One (1), also being the Southwesterly corner of a called 10 Acre tract of land as described in warranty deed with vendor's lien from Bakri El Hakam to Middle East Equipment Company, Inc as recorded in Galveston County Clerk's File No. 9637849, also in Film Code No. 011-33-2478 of the Galveston County Deed Records, for the Northwesterly corner of the herein described tract;

THENCE: S 46 deg-17 min-15 sec. E, along the Northeasterly line of Tract One (1) and the Southwesterly line of the called 10 Acre tract, a distance of 327.75 feet to a point on the Northwesterly corner of a 2'X 2' stone column for the Northeasterly corner of Tract One (1) and of this Tract and the Northwesterly corner of Friendswood Lakes Garden Homes as recorded in Volume 18, Page 264 of the Galveston County Map Records and under Galveston County Clerk's File No. 2002022395, from which a found 5/8 inch iron rod with cap is 0.25 feet Northwesterly;

THENCE: S 43 deg-11 min-22 sec. W, along the Southwesterly line of Tracts One (1) and Two (2) and the Northwesterly line of Friendswood Lakes Garden Homes, also being partially along the Southeasterly line of a 20 foot storm sewer easement as recorded under Galveston County Clerk's File No. 2002001956, a distance of 1307.83 feet to a 5/8 inch iron rod with cap set at the Southwesterly corner of Friendswood Lakes Garden Homes on the Northeasterly line of the called 2.7844 Acre tract for an interior corner of the herein described tract;

THENCE: S 46 deg-23 min-30 sec. E, along the Northeasterly line of the called 2.7844 Acre tract and the Southwesterly line of Friendswood Lakes Garden Homes, a distance of 151.71 feet to a point on a 2'X 2' stone column on the Northwesterly Right-of-Way line of Garden Lakes Drive at the Northeasterly corner of the called 2.7844 Acre tract for the most Easterly corner of this tract;

THENCE: In a Southwesterly direction, along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), with a curve to the Left having a Radius of 525.00 feet, a central angle of 01 deg-11 min-25 sec., a chord bearing of S 37 deg-58 min-36 sec. W, an Arc distance of 10.91 feet to an iron rod with cap found at a point marking the beginning of a 50 foot Radius curve;

THENCE: In a Southwesterly direction, continuing along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), with a curve to the Left having a Radius of 50.00 feet, a central angle of 105 deg-11 min-34 sec., a chord bearing of S 42 deg-39 min-07 sec. W, an Arc distance of 91.80 feet to an iron rod with cap found at a point of reverse curvature; 1wDo+

THENCE: Continuing in a Southwesterly direction, along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), with a curve to the Right having a Radius of 25.00 feet, a central angle of 47 deg-12 min-48 sec., a chord bearing of S 13 deg-59 min-24 sec. W, an Arc distance of 20.60 feet to an iron rod with cap found at a point of tangency;

THENCE: S 37 deg-35 min-28 sec. W, along the Southeasterly line of Tract Two (2) and the Northwesterly right-of-way line of Garden Lakes Drive, a distance of 44.65 feet to an iron rod with cap found at a point of curvature;

THENCE: In a Southwesterly direction, along the Southeasterly line of Tract Two (2) and the Northwesterly right-of-way line of Garden Lakes Drive, with a curve to the Right having a Radius of 470.00 feet, a central angle of 06 deg-01 min-02 sec., a chord bearing of S 40 deg-35 min-59 sec. W, an Arc distance of 49.36 feet to an iron rod with cap found at a point of tangency;

THENCE: S 43 deg-36 min-30 sec. W, continuing along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), a distance of 25.00 feet to an iron rod with cap found at a point of curvature;

THENCE: In a Southwesterly direction, along the Southeasterly line of Tract Two (2) and Northwesterly right-of-way line of Garden Lakes Drive with it's transition to Friendswood Lakes Boulevard, with a curve to the Right having a Radius of 25.00 feet, a central angle of 90 deg-40 min-40 sec. a chord bearing of S 88 deg-36 min-30 sec. W, an Arc distance of 39.27 feet to an iron rod with cap found on the Southwesterly line of Tract Two (2) and the Northeasterly right-of-way line of Friendswood Lakes Boulevard for a point of tangency;

THENCE: N 46 deg-23 min-30 sec. W, along the Southwesterly line of Tract Two (2) and the Northeasterly right-of-way line of Friendswood Lakes Boulevard, a distance of 422.07 feet to an iron rod with cap found at a point of curvature;

THENCE: In a Northwesterly direction, along the Southwesterly line of Tract Two (2) and the Northeasterly right-of-way line of Friendswood Lakes Boulevard with it's transition to F.M. 528, with a curve to the Right having a Radius of 50.00 feet, a central angle of 89 deg-34 min-52 sec., a chord bearing of N 01 deg-36 min-44 sec. W, an Arc distance of 78.17 feet to a 1/2 inch iron rod with cap found on the Northwesterly line of Tract Two (2) and the Southeasterly right-of-way line of F.M. 528 for the most Westerly-Southwest corner of the herein described tract;

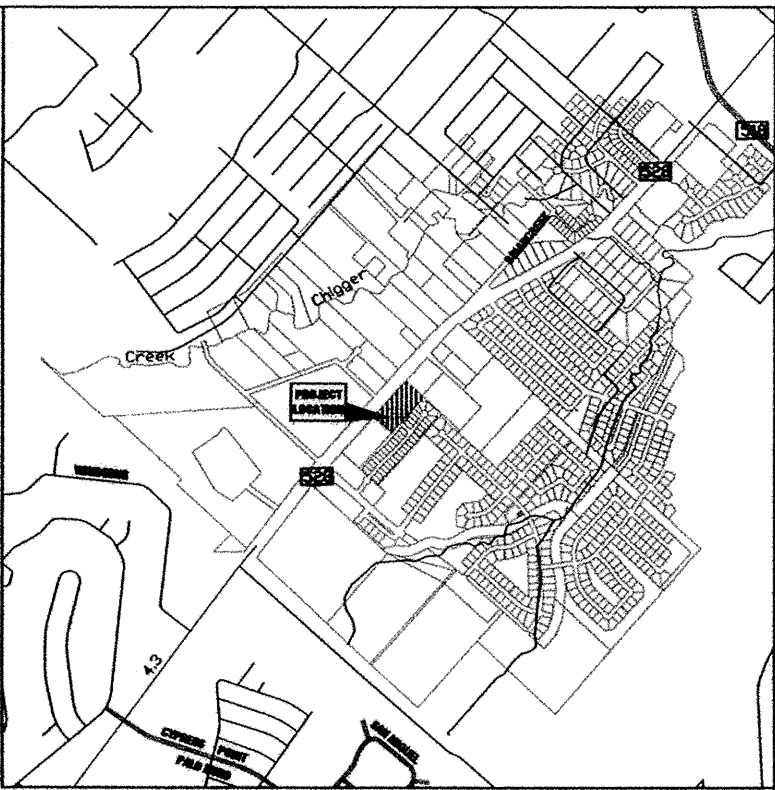
THENCE: N 43 deg-11 min-22 sec. E, along the Northwesterly line of Tracts Two (2) and One (1), and along the Southeasterly right-of-way line of F.M. 528, at a distance of 201.73 feet pass a 1/2 inch iron rod with cap found marking the common Westerly corner of Tracts Two (2) and One (1), a total distance of 1510.17 feet to the Place of Beginning and being 12.62 Acres

REQUIRED CITY OF FRIENDSWOOD GENERAL PLAT NOTES AND STATEMENTS

1. ROW indicates Rights-Of-Way.
2. SSE indicates Sanitary Sewer Easement .
3. BL indicates Building Line.
4. UE indicates Utility Easement.
5. STM SWR ESMT indicates Storm Sewer Easement.
6. GCMR indicates Galveston County Map Records.
7. GCDR indicates Galveston County Deed Records.
8. GCCF indicates Galveston County Clerk File.
9. DE indicates Drainage Easement.
10. WLE indicates Waterline Easement.
11. POC indicates Point of Commencement .
12. POB indicates Point of Beginning.
13. Fire Hydrants cannot be more than 300 feet apart.
14. The address must be visible from the street or main parking lot.
15. All existing pipelines or pipeline easements through the subdivision have been shown.
16. For areas located in the 100 year floodplain, the finished floor elevation of all structures shall be located above base flood elevation (established by FEMA) as prescribed in the Flood Damage Prevention Ordinance of Friendswood, Texas.
17. All water and wastewater lines shall be located in the street ROW unless agreed to and/or specified by the City.
18. No private easements exist.
19. Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The OWNER must install sidewalks and ADA ramps along reserves and common areas prior to the City Council acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of not less than four feet and comply with Federal, State, and Local requirements.
20. No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
21. No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution pipelines as defined in Chapter 26 of the Friendswood City Code.
22. The City of Friendswood shall not be responsible for maintenance of driveways, emergency access easements, recreational areas, landscape medians or reserves, detention ponds, drainage rights of way, easements or swales, and other private facilities. The City of Friendswood shall be responsible for maintenance of waterlines, sanitary sewer lines, storm sewer facilities, sidewalks and street signs within the public right-of-way or within public easements. The maintenance of street lights shall be the responsibility of Texas New Mexico.
23. The HOA shall be responsible for maintenance of driveways, emergency access easements, recreational areas, landscape medians, reserves, detention ponds, drainage easements and swales, and other private facilities (including HDPE storm sewer).
24. Detention provided for the subdivision in the Friendswood Lakes Subdivision Detention Ponds.
25. Utility Plans for tracts 2-5 shall be provided at time of development.
26. All utility companies have been contacted and the easements shown on the plat constitute all of the easments requested by the utility companies.

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT'S NOTES

1. BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERRECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT RIGHT-OF-WAYS OR DRAINAGE EASEMENTS.
2. THE DETENTION POND AND ALL LANDSCAPING RESERVES ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS, OR ASSIGNS.
3. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
4. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT FOR APPROVAL.
5. PLANTINGS, FLOWER BEDS, OR OTHER LANDSCAPING IS NOT PERMITTED IN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
6. NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.



VICINITY MAP

SCALE: 1" = 2000'

LEGEND

AC	ACRES
BL	BUILDING LINE
DE	DRAINAGE EASEMENT
IR	IRON ROD
LB	LANDSCAPE BUFFER
SSE	SANITARY SEWER EASEMENT
STM SWE	STORM SEWER EASEMENT
TBM	TEMPORARY BENCHMARK (PROJECT)
UE	UTILITY EASEMENT
WLE	WATER LINE EASEMENT

BENCHMARK ELEV. 32.39

NOS T-1144 EL. 32.39 (1978 ADJUSTMENT) USES BENCHMARK DISK(PID-AW1000), 2.3 MILES SE ALONG FM 528 FROM THE INTERSECTION OF STATE HIGHWAY 35 IN ALVIN TO THE MARK ON THE LEFT AT THE NE CORNER OF A CHAIN LINK FENCE AROUND A PHILLIPS PETROLEUM COMPANY VALVE STATION WITH HIGH PRESSURE GAS LINE, 278 FEET NE OF THE CENTER LINE OF WINDSONG STREET. THE MARK IS 2 FEET EAST FROM A WITNESS POST AND ABOUT 1 FOOT LOWER THAN THE ROAD.

PROJECT BENCHMARK:

1. ☒ CUT IN PAVEMENT ELEV. = 32.75'

FLOOD STATEMENT

THIS TRACT IS LOCATED IN CLEAR ZONE "X" AN AREA OUTSIDE OF THE 500-YEAR FLOODPLAIN, AS SCALED ON FIRM NUMBER 405468 0000E DATED SEPTEMBER 22, 1998. THIS INFORMATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOOD HAZARDS THAT MAY OR MAY NOT EXIST.

THE PURPOSE OF THIS REPLAT IS TO REDEFINE THE EXISTING LOT LINES.

ENGINEER:

DANIEL SCOTT ENGINEERING, LLC
DANIEL S. JOHNSON, P.E., CFM
2811 DIXIE FARM RD., STE. 700
HOUSTON, TX 77089
PHONE: (281) 482-3384

SURVEYOR:

FMS SURVEYING, INC
FRANK M. SHERIDAN, SR, R.P.L.S. No.3698
2245 PASADENA BLVD.
PASADENA, TEXAS 77508-7238
PHONE: (713) 475-8301

OWNERS:

GARDENS AT FRIENDSWOOD LAKES, LP
LES KILDAY
5005 RIVERWAY
SUITE 330
HOUSTON, TEXAS 77056
PHONE: (713) 914-8400

FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.
ALTAIR DEVELOPMENT CORPORATION
WILLIAM F. MITCHELL, PRESIDENT
P.O. BOX 72
FRIENDSWOOD, TEXAS 77549
PHONE: (281) 482-4100

FINAL PLAT OF GARDENS AT FRIENDSWOOD LAKES AND REPLAT OF FRIENDSWOOD LAKES SECTION 1 UNRESTRICTED RESERVE B 12.62 ACRES

A tract of land containing 549,919.48 square feet consisting of Tract One (1), a called 9.8419 Acre tract and Tract Two (2), a called 2.7844 Acre tract situated in the George W. Patterson Survey, Abstract-645, Galveston County, Texas, as described in Galveston County Clerk's File No. 2003084471, with said called 9.8419 Acre tract being a residue of a called 6.6778 Acre tract as described in Galveston County Clerk's File No. 2000031702, and the Residue of that certain Quit Claim Deed as recorded in Galveston County Clerk's File No. 8537569, and said called 2.7844 Acre tract being out of and a part of Partial Replat of Unrestricted Reserve "B", Friendswood Lakes Garden Homes, as recorded in Galveston County Clerk's File No. 2002022395.

GALVESTON COUNTY TEXAS
5 LOTS 1 BLOCK 0 RESERVES
APRIL 04, 2008
F.M.S. SURVEYING CO.

P.O. BOX 7238, 2245 PASADENA BLVD., PASADENA, TEXAS 77508-7238
PHONE: (713) 475-8301



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: November 5, 2018

Date Submitted: November 1, 2018

Dept. Clearances: Melinda Welsh

Prepared by: Susan Ballard/Mayor Foreman

Subject: Appointments/Reappointments to the 4th of July Steering Committee, Investment Committee, Keep Friendswood Beautiful Committee and the Senior Citizens Advisory Committee

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/reappointments as recommended by:

Council Liaison Trish Hanks: **4th of July Steering Committee** –Reappoint Darrell Fales to a 3 year term expiring November 2021.

Investment Committee – Reappoint Larry Collison to a 3 year term expiring November 2021.

Council Liaison Sally Branson: **Keep Friendswood Beautiful** – Appoint Betty Moreno to a 3 year term to replace Martha Cotton who resigned with a term expiring November 2021; Reappoint Kaye Corey, Paul Marx, David Montz, Sherry Goen, Brandee Fernandez, Mary Giles-Wise and Leslie Peralta each to a 3 year term expiring November 2021.

Council Liaison Robert Griffon: **Senior Citizens Advisory Committee** – Appoint David O'Brien to a 3 year term to replace Kay Griffin who resigned with a term expiring November 2021; move Vickie Hefner from an alternate member to a regular member to replace Frankie Santoro with a term expiring November 2021; appoint Charlene Mizener as an alternate member to replace Vickie Hefner who became a regular member with a term expiring November 2019; reappoint Nancy Mastrofrancesco, Dorothy Montz and Dennis Rundell each to a 2 year term expiring November 2020 and reappoint Yolanda Robles to a 3 year term expiring November 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

ASSOCIATED COSTS / FUNDING SOURCE

N/A

ATTACHMENTS

[Betty Moreno Volunteer Application](#)
[Darrell Fales Volunteer Application](#)
[Larry Collison Volunteer Application](#)
[Kaye Corey Volunteer Application](#)
[Paul Marx Volunteer Application](#)
[David Montz Volunteer Application](#)
[Sherry Goen Volunteer Application](#)
[Brandee Fernandez Volunteer Application](#)
[Mary Giles-Wise Volunteer Application](#)
[Leslie Peralta Volunteer Application](#)
[David O'Brien Volunteer Application](#)
[Charlene Mizener Volunteer Application](#)
[Vickie Hefner Volunteer Application](#)
[Nancy Mastrofrancesco Volunteer Application](#)
[Dorothy Montz Volunteer Application](#)
[Dennis Rundell Volunteer Application](#)
[Yolanda Robles Volunteer Application](#)

CC: M & CC

Aubrey Harbin, CDD
James Toney, P & R
Mary Perroni, Library



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: Betty Moreno HOME PHONE: 713-470-8740
HOME ADDRESS: 3924 Laura Leigh Dr. WORK PHONE: N/A
EMAIL ADDRESS: bemoreno23@hotmail.com CELL PHONE: 713-470-8740
OCCUPATION: Retired RN (Registered Nurse)

SPECIAL INTERESTS AND TALENTS: Excellent typing / computer skills,
good interpersonal skills.

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

If so, please name the body: N/A

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☒ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- ☒ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Willing to volunteer in any capacity.

OTHER

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

Please use the space below for additional comments.

I am a retired nurse (from Texas Children's Hospital);
I enjoy volunteering at United Way as a volunteer
ESL Teacher and also I am an active volunteer
with the USO at Hobby Airport and Ellington
Field. I love being a volunteer because my
nursing career was being a "caregiver" and I
get a lot of satisfaction from helping others.

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

DATE OF BIRTH: 7/24/51
SEX: Fe
FRIENDSWOOD RESIDENT FOR 11 YEARS

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

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

MSN (master of Science in Nursing Leadership & Management)

Please list any civic or community endeavors in which you have been involved: Volunteer with Bay Area United Way ESL Literacy Advancement; USO Volunteer at Hobby Airport. Recently have become involved with Jane Long DAR (Pasadena)

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

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

Betty C. Moreno
Signature of Applicant

4/21/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

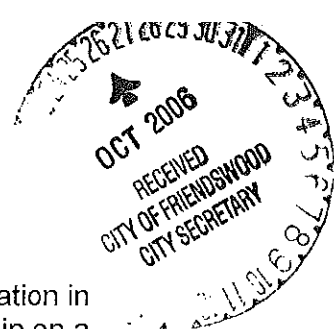
N/A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Chivas Guynes
ADDRESS: 5721 Bayway Dr. Baytown, TX 77520
PHONE: 281-851-8698

NAME: Emedina Tasso
ADDRESS: Bay Area United Way of Greater Houston
PHONE: 281-282-6032 (work) 1300 Bay Area Blvd Bldg A
832-978-5598 (cell) Houston, TX 77058

App to 4th of July
Oct-2006

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: DARRELL FALES HOME PHONE: 281 389 8763ADDRESS: POB 254 FRIENDSWOOD 77549 WORK PHONE: 281 471 9244OCCUPATION: PARAMEDICSPECIAL INTERESTS AND TALENTS: ASSISTING WITH 4th JULYAre you currently serving as a member of any Friendswood governmental body? YESIf so, please name the body: FRIENDSWOOD VOL FIRE DEPT

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION DAY POLL WORKER
☐ SUPPORT STAFF

RECREATION

☐ PARKS & RECREATION BOARD
☒ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY

PLANNING & PRESERVATION

☐ PLANNING & ZONING COMMISSION
☐ ZONING BOARD OF ADJUSTMENT
☐ COMMUNITY APPEARANCE BOARD
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☐ CONSTRUCTION BOARD OF ADJUSTMENT
& APPEALS

EDUCATION

☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

☐
☐

I AM AVAILABLE FOR

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

OTHER

☐ VOLUNTEER FIRE DEPT./EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

*Interviews may be conducted

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

DATE OF BIRTH: 30 Sep 1974
SEX: M
FRIENDSWOOD RESIDENT FOR 8 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

FF / PANAMERIC, PUBLIC RELATIONS,

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

FRIENDSWOOD VOL. FIRE DEPT

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Samuel Owens
Signature of Applicant

26 OCT 06
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

DELORIS MCKENZIE
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

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board(s) or Commission(s) you wish to serve. (See the attached list). 4th of July STEERING COMMITTEE

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

Name of Board or Commission:

4th of July STEERING COMMITTEE

Dates of Service:

2000 - PRESENT

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: FALES DANIEL L
(Last) (First) (M.I.)

HOME ADDRESS: POB 254 FRIENDSWOOD

HOME TELEPHONE: 281 389 8763

PROFESSION: PARAMARIL II

BUSINESS NAME & ADDRESS: CITY OF LAPORTE EMS
12201 N. AVENUE
LAPORTE, TX 77571

PERSONAL REFERENCES:

Please list at least two references.

NAME: DAN MORGAN
ADDRESS: 5115 COUGLITAY FRIENDSWOOD
PHONE: (281) 850 0948

NAME: RICK MCFEE
ADDRESS: 1000 S. FRIENDSWOOD DR. DALLAS FRIENDSWOOD
PHONE: (409) 770-3154

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: Larry Collison HOME PHONE: _____

HOME ADDRESS: 500 Twin Pines Dr., Friendswood, TX 77546 WORK PHONE: 713-943-2228

EMAIL ADDRESS: lcollison@yahoo.com CELL PHONE: 713-819-4258

OCCUPATION: CPA

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
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
X _____ INVESTMENT COMMITTEE

I AM AVAILABLE FOR

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

RECREATION

_____ PARKS & RECREATION BOARD
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the reverse side for additional comments.

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

DATE OF BIRTH: 12-20-53

SEX: M

FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

Bachelor of Business Administration

Certified Public Accountant

Interim City Controller (Pasadena, Texas)

Please list any civic or community endeavors in which you have been involved: None

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.


Signature of Applicant

May 22, 2014
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this 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 or Commission before, please indicate the Board or Commission and appropriate dates of service.

Name of Board or Commission:

Dates of Service:

None

PERSONAL REFERENCES:

Please list at least two references.

NAME: John Scott
ADDRESS: 104 Chester Dr, Friendswood
PHONE: 832-499-7121

NAME: Richard Flake
ADDRESS: 704 Pin Oak Dr, Friendswood
PHONE: 281-482-7589

FAX
281-482-1634

BE A FRIENDSWOOD VOLUNTEER

The Friendswood City Council invites you to help develop Friendswood's reputation as a community which attracts outstanding volunteers to government by participating in the Friendswood Volunteer Bank.

VOLUNTEER APPLICATION

NAME P. Kaye Corey HOME PHONE 281 996-8736
 ADDRESS 5754 Shady Oaks WORK PHONE _____
 OCCUPATION Art Teacher - retired - Working part time
 SPECIAL INTERESTS AND TALENTS Gardening - Art - Community Projects.

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 Day Poll Worker
 ____ Support Staff

EDUCATION

____ Library Board
 ____ Library Volunteer
 ____ Internet

PLANNING & PRESERVATION

____ Planning & Zoning
 ____ Board of Adjustment
☒ Community Appearance
 ____ Electrical Board
 ____ Building Codes & Adj.
 SPECIAL COMMITTEES AS CALLED

RECREATION

☒ Parks & Recreation Board
 ____ 4th of July Steering Committee
 ____ 4th of July Volunteer
 ____ Bicycle Committee
☒ Senior Citizens Advisory

OTHER

____ Counseling Service
 ____ Volunteer Fire Depart./EMS
 ____ Police Reserves
 ____ Economic Development
 ____ Youth Needs (YNOC)
 ____ Senior Citizen Needs

I AM AVAILABLE FOR

☒ Long-Term Projects
☒ Short-Term Projects

☒ Evening
☒ Daytime
 ____ Summer

Please use the reverse side for additional comments.

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board or commission you wish to serve. See the attached list.

Community Appearance Board -
Parks and Rec. Board - Senior Citizens

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: Corey P. Kaye
(LAST) (FIRST) (M.I.)

HOME ADDRESS: 5154 Shady Oaks

HOME TELEPHONE: 281 996-8736

PROFESSION: Retired - Teacher Retirement Sys - current - part time Art Director - Clear Lake Learning Center -

BUSINESS NAME & ADDRESS: Part Time - Clear Lake Learning Center.
Gemini & Buccaneer.

PERSONAL REFERENCES: Please list at least two references.

NAME: Marty Abbe

ADDRESS: 5102 Regal Pine Way

PHONE: 281 482 7137

NAME: Sandra Biskie

ADDRESS: 5122 Abercreek -

281

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

DATE OF BIRTH: Feb 14th

SEX: Female FRIENDSWOOD RESIDENT FOR 8 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

Secretary - Wedgewood Village HOA - Member Community Association Institute (CAI) (7 yrs)
Certified Pool Manager - Art Teacher - 25 yrs -

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

Garden Club President (3 yrs) mbr Local - State - Natl organizations
G.C. Civic Committee Chairman - Various Church Fund Raising & Committees
Shriners Hospital Benefit Worker - Arabia Shrine Temple Staff Lady -
Member/Volunteer Galveston Historical Foundation - B&P Secretary (3 yrs)
Pres. by

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Kaye Corey
(Signature)

8-20-98
(Date)

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

DELORIS MCKENZIE
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856

CC: M & CC

Morad Kabiri, CMO
Karen Capps, CMO

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: PAUL ALLEN MARX HOME PHONE: _____
HOME ADDRESS: 1010 MERRIGWOOD WORK PHONE: ↓
EMAIL ADDRESS: PAUL.MARX@CENTERPOINTENERGY.COM CELL PHONE: 713-503-7531
OCCUPATION: SERVICE CONSULTANT
SPECIAL INTERESTS AND TALENTS: ANYTHING OUTDOORS, WOODWORKING
Are you currently serving as a member of any Friendswood governmental body? YES
If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the reverse side for additional comments.

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

DATE OF BIRTH: 9.10.61

SEX: M

FRIENDSWOOD RESIDENT FOR 54 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? 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 35 YEARS EXP. WITH CENTERPOINT ENERGY WORKING WITH
VARIOUS MUNICIPALITIES AND GOVERNMENTAL ENTITIES ON CIP PROJECTS,
REVITALIZATION PROJECTS SUCH AS UPTOWN, MIDTOWN, DOWNTOWN MGT.
DISTRICTS AND MANY OTHERS. HAS ELECTRICAL TECHNOLOGY

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

VETERAN - SERGEANT, AIR NATIONAL GUARD

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Paul Marx
Signature of Applicant

7.5.16
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this 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 or Commission before, please indicate the Board or Commission and appropriate dates of service.

Name of Board or Commission:

Dates of Service:

KEEP FRIENDSWOOD BEAUTIFUL

2006 TO PRESENT

PERSONAL REFERENCES:

Please list at least two references.

NAME: MIKE SHARP
ADDRESS: 905 MERRIEWOOD
PHONE: 832.755.1286

NAME: RANDY WEISINGER
ADDRESS: 208 W. SHADOWBEND
PHONE: 281.924.7898

RECEIVED
2016 JUL -6 PM 2:01
CITY OF FRIENDSWOOD
CITY SECRETARY

Reported to
P&R Sept 07



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: David Montz HOME PHONE: 281-482-0699

ADDRESS: 1808 Streamside Dr. WORK PHONE: 281-485-4829

OCCUPATION: Dentist

SPECIAL INTERESTS AND TALENTS: outdoor activities, woodworking, skiing, travel, raising children, personal fitness

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 DAY POLL WORKER
☐ SUPPORT STAFF

PLANNING & PRESERVATION

☐ PLANNING & ZONING COMMISSION
☐ ZONING BOARD OF ADJUSTMENT
☐ COMMUNITY APPEARANCE BOARD
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☐ CONSTRUCTION BOARD OF ADJUSTMENT
& APPEALS

I AM AVAILABLE FOR

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

RECREATION

☒ PARKS & RECREATION BOARD
☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY

EDUCATION

☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

☒ - ?

OTHER

☐ VOLUNTEER FIRE DEPT./EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

*Interviews may be conducted

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

DATE OF BIRTH: 01/08/1969
SEX: M
FRIENDSWOOD RESIDENT FOR 15 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

D.D.S. - UTHSC-Houston - 1986, B.S. Biomedical Science - Texas A&M College Station - 1990, Friendswood H.S. - Grad 1987

Parks & Rec - Youth Sports Coach, soccer, basketball, baseball - 8 years and ongoing
President - Friendswood Soccer Club (Board member - 8 years and ongoing)

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

FISD Facility Advisory Committee - 2004-2005
Friendswood Soccer Club - too many endeavors to mention in a list
Mary Queen Catholic Church - youth and men's club, church activities

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.


Signature of Applicant

3/16/07
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

DELORIS MCKENZIE
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

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board(s) or Commission(s) you wish to serve. (See the attached list).

Parks and Recreation Board

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

Name of Board or Commission:

/

Dates of Service:

/

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: Montz David C.
(Last) (First) (M.I.)

HOME ADDRESS: 1808 Streamside Drive

HOME TELEPHONE: 281-482-0699

PROFESSION: Dentist

BUSINESS NAME & ADDRESS: David C. Montz, D.D.S., PA.
2443 S. Galveston Ave.
Friendswood, TX 77546

PERSONAL REFERENCES:
Please list at least two references.

NAME: Dale Fadner
ADDRESS: 1806 Streamside Dr., FW
PHONE: 281-648-5956

NAME: Kevin Wauters
ADDRESS: Edgewater, FW
PHONE: 281-648-8259

CC: M & CC

CITY MGR

James Toney
Mary Perroni

BE A FRIENDSWOOD VOLUNTEER



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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Sherry Mallory Goen HOME PHONE: 281-482-5830
ADDRESS: 1108 Pine Hollow Drive WORK PHONE: ✓
OCCUPATION: Retired Educator
SPECIAL INTERESTS AND TALENTS: Reading, Golf, Speaker,
Creative Projects
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 DAY POLL WORKER
____ SUPPORT STAFF

PLANNING & PRESERVATION

____ PLANNING & ZONING COMMISSION
____ ZONING BOARD OF ADJUSTMENT
2 ✓ COMMUNITY APPEARANCE BOARD
____ COMMUNITY & ECONOMIC DEVELOPMENT
____ CONSTRUCTION BOARD OF ADJUSTMENT
____ & APPEALS

RECREATION

____ PARKS & RECREATION BOARD
____ 4TH OF JULY STEERING COMMITTEE
____ 4TH OF JULY VOLUNTEER
____ SENIOR CITIZENS ADVISORY

EDUCATION

____ LIBRARY BOARD
✓ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

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

OTHER

____ VOLUNTEER FIRE DEPT./EMS
____ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

*Interviews may be conducted

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

DATE OF BIRTH: 12/8/46
SEX: F
FRIENDSWOOD RESIDENT FOR 20 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

B.S. in Education
Du Pont Leadership Trainer
Adventure Based Counseling Reps Course Facilitator
Management Coach

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

Always worked in neighboring
towns - have never been
involved in Friendswood
activities until I retired.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Sherry Mary Ken
Signature of Applicant

2/18/07
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

DELORIS MCKENZIE
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**

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board(s) or Commission(s) you wish to serve. (See the attached list).

Library Volunteer and/or
Community Appearance Board.

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

Name of Board or Commission:

Dates of Service:

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: Goen, Sherry Mallory
(Last) (First) (M.I.)

HOME ADDRESS: 1108 Pine Hollow Dr.

HOME TELEPHONE: 281-482-5830

PROFESSION: Retired Educator

BUSINESS NAME & ADDRESS: _____

PERSONAL REFERENCES:

Please list at least two references.

NAME: Becky Chase
ADDRESS: 2504 Anthony -
PHONE: 281-485-8843

NAME: Pat Adams
ADDRESS: 701 Hidden Oak Lane
PHONE: 281-~~796~~ - 1446
796

CC: M & CC

James Toney, P & R
Roger Roecker, CMO



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: BRANDEE J. FERNANDEZ HOME PHONE: 832.270.6172
HOME ADDRESS: 2327 BRIGHTON PARK LN WORK PHONE: 918.497.9391
EMAIL ADDRESS: michael.brandee@gmail.com CELL PHONE: 832.270.6172
OCCUPATION: DIRECTOR : GLOBAL PROCUREMENT

SPECIAL INTERESTS AND TALENTS: LEADERSHIP, MENTORING, SOCIAL MEDIA FOR
SMALL GROUPS, COMMUNICATION, SUPPLY CHAIN, STRATEGY, NEGOTIATION

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION

_____ ZONING BOARD OF ADJUSTMENT & APPEALS

✓ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE

_____ COMMUNITY & ECONOMIC DEVELOPMENT

CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS

INVESTMENT COMMITTEE

_____ FRIENDSWOOD DOWNTOWN ECONOMIC

DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS

SHORT-TERM PROJECTS

DAYTIME

☒ EVENING

_____SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE

_____ 4TH OF JULY VOLUNTEER

_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD

LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

 WEST RANCH MANAGEMENT DISTRICT

ANIMAL SHELTER ADVISORY COMMITTEE

VOLUNTEER FIRE DEPT/EMS

_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

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

DATE OF BIRTH: 11.20.1972

SEX: F

FRIENDSWOOD RESIDENT FOR 2.5 YEARS

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

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

MASTERS DEGREE IN BUSINESS, SUPPLY CHAIN CERTIFICATIONS THROUGH
FSM + APICS (CPIM + C.P.M).

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

TROOP LEADER - GIRL SCOUTS OF SAN JACINTO.

LIGHTHOUSE CHARITY VOLUNTEER

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

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

Brandi J. Hernandez

Signature of Applicant

9/25/2017

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: DANA MIROWSKI

ADDRESS: _____

PHONE: 417.848.3450

NAME: SALLY DAVILA

ADDRESS: _____

PHONE: 409.939.4886



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Mary Giles-Wise

HOME PHONE: 281-482-8279

ADDRESS: 303 Westwood

WORK PHONE: 713-705-5254

OCCUPATION: Teacher

SPECIAL INTERESTS AND TALENTS: Basketball, volleyball, any sports, anything outdoors, art, scrapbooking, working with people

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 DAY POLL WORKER
_____ SUPPORT STAFF

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT
_____ COMMUNITY APPEARANCE BOARD
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT
_____ & APPEALS

RECREATION

☒ PARKS & RECREATION BOARD
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

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

OTHER

_____ VOLUNTEER FIRE DEPT./EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

*Interviews may be conducted

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

DATE OF BIRTH: 4-22-1983

SEX: F

FRIENDSWOOD RESIDENT FOR 22 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

Bachelors in Interdisciplinary Studies, EC-4 certification, Art certification,

Please list any civic or community endeavors in which you have been involved: 10 years involvement in FYBA (Ref and Coach), FHS lady Mustangs Basketball camp for 3 summers, Young Life at FHS for six years - we took students to camp in Colorado every summer, volunteer work

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Margie Rice
Signature of Applicant

3/17/08
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

DELORIS MCKENZIE
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

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board(s) or Commission(s) you wish to serve. (See the attached list). Parks and Recreation Board

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

Name of Board or Commission:

N/A

Dates of Service:

N/A

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: Giles - Wise Mary E
(Last) (First) (M.I.)

HOME ADDRESS: 303 Westwood

HOME TELEPHONE: 281-482-8279

PROFESSION: Teacher

BUSINESS NAME & ADDRESS: _____

PERSONAL REFERENCES:

Please list at least two references.

NAME: Tanie Honeycutt
ADDRESS: 403 Meadow Glen Rd.
PHONE: 281-482-0770

NAME: Denice Ruiz
ADDRESS: _____
PHONE: 281-996-9617

CC: M & CC

James Toney

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: Leslie Peralta HOME PHONE: 281 935 9555
 HOME ADDRESS: 11214 Dock Bar Ct. WORK PHONE: 713 348 2232
 EMAIL ADDRESS: leiseli@hotmail.com CELL PHONE: 281 935 9555
 OCCUPATION: Human Resources
 BUSINESS NAME AND ADDRESS: Rice University, 6100 Main MS-92,
Houston, TX 77005
 SPECIAL INTERESTS AND TALENTS: Working w/ people and making my
community more enjoyable for all of its residents
 Are you currently serving as a member of any Friendswood governmental body? No
 If so, please name the body: N/A

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION☐ ELECTION WORKER**PLANNING & PRESERVATION**

☐ PLANNING & ZONING COMMISSION
☐ ZONING BOARD OF ADJUSTMENT
☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐ INVESTMENT COMMITTEE

I AM AVAILABLE FOR

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

RECREATION

☐ PARKS & RECREATION BOARD
☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY

EDUCATION

☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the reverse side for additional comments.

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

DATE OF BIRTH: 12/03/1976
SEX: F
FRIENDSWOOD RESIDENT FOR 20 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? 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 volunteer experience from working in Alumni relations at UHCL. I have working on teams for the common good and goals.

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

I have volunteered at Mary Queen Catholic Church and I am actively involved in Young Catholic Professionals - Houston, including as a parish representative.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Wendy Kralte
Signature of Applicant

10/21/2015
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this 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 or Commission before, please indicate the Board or Commission and appropriate dates of service.

Name of Board or Commission:

N / A

Dates of Service:

N / A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Joni Funderburk
ADDRESS: 106 Berere Ct., Clute, TX 77531
PHONE: 281-813-6657

NAME: Tammy Crouse
ADDRESS: 741 Academy Ln., Deer Park, TX 77536
PHONE: 832-540-9824



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: DAVID E O'BRIEN III HOME PHONE: 281-482-052
HOME ADDRESS: 103 Garden Dr WORK PHONE: N/A
EMAIL ADDRESS: LINDAVID65@Comcast.net CELL PHONE: 832-231-967
OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Many general activities

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

If so, please name the body: Zoning Board of Adjustments

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

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CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Zoning Board of Adjustments

Dates of Service:

1995(?) to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Gary & Lynda Harris
ADDRESS: 406 Fallow Lane
PHONE: 281-482-8366

NAME: Betty Dillion
ADDRESS: 301 Christina Lane
PHONE: 281-482-1573

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

DATE OF BIRTH:

4/11/41

SEX:

M

FRIENDSWOOD RESIDENT FOR 40 YEARS

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

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

20+ years ZBOA member & Chairman

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

Heritage Garden Club

MAN Senior Activity Center Events, Trips, Exercise, Dominoes etc.

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

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

David E O'Brien III

Signature of Applicant

5-28-2018

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CC: M & CC

Genie Balderaz, P&R
Michael Boyett, P&R



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Charlene Mizener HOME PHONE: 903-539-0324
ADDRESS: 306 Melody LN WORK PHONE: —
OCCUPATION: Retired Teacher
SPECIAL INTERESTS AND TALENTS: Gardening, Reading, TRAVEL
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 DAY POLL WORKER
— SUPPORT STAFF

PLANNING & PRESERVATION

— PLANNING & ZONING COMMISSION
— ZONING BOARD OF ADJUSTMENT
— KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
— COMMUNITY & ECONOMIC DEVELOPMENT
— CONSTRUCTION BOARD OF ADJUSTMENT
& APPEALS

I AM AVAILABLE FOR

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

RECREATION

— PARKS & RECREATION BOARD
— 4TH OF JULY STEERING COMMITTEE
— 4TH OF JULY VOLUNTEER
✓ SENIOR CITIZENS ADVISORY

EDUCATION

— LIBRARY BOARD
— LIBRARY VOLUNTEER
Retired Librarian
SPECIAL COMMITTEES AS CALLED

OTHER

— VOLUNTEER FIRE DEPT./EMS
— CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

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

DATE OF BIRTH: 5-23-1938
SEX: F
FRIENDSWOOD RESIDENT FOR 3 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

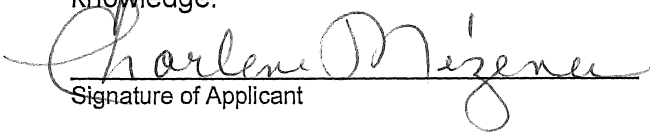
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

BS IN Home Eco, UNIV OF TEXAS 'MASTERS
IN Guidance + Counseling, SUKROSS STATE UNIV
MASTERS IN LIBRARY SCIENCE - TEXAS A+M
Member Tyler Senior Citizens For 18 yrs
+ served as Sec. TO THE BOARD

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

HERITAGE GARDENERS - FRIENDSWOOD - 3 yrs
SMITH JCO MASTER GARDENER - 8 yrs
TEXAS GARDEN CLUBS - 18 yrs served as a
STATE, DISTRICT + LOCAL OFFICER
member The HARBOR Church
Attended SENIOR Act. Bld - 3 yrs

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.


Signature of Applicant

8-24-2018
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

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

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board(s) or Commission(s) you wish to serve. (See the attached list). FRIENDSWOOD SENIOR CITIZENS

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

Name of Board or Commission:

Dates of Service:

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: MIZENER Charlene
(Last) (First) (M.I.)

HOME ADDRESS: 306 Melody LN

HOME TELEPHONE: 903-539-0324

PROFESSION: Retired LIBRARIAN + Teacher

BUSINESS NAME & ADDRESS: HAWKINS ISD

PERSONAL REFERENCES:

Please list at least two references.

NAME: KAY GRIFFIN
ADDRESS: 3711 Sunset Meadows DR
PHONE: 281-413-6561

NAME: Bob Fore
ADDRESS: 16107 BARCELANO, FRIENDSWOOD
PHONE: 903-512-1277

DENNIS RUNDEN
1423 W. PARKWOOD #5105
281-352-2590

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Vickie Hetner HOME PHONE: ---

HOME ADDRESS: 16103 Barcelona WORK PHONE: ---

EMAIL ADDRESS: hnhpecans@att.net CELL PHONE: 281 467-2021

OCCUPATION: retired (AT&T)

BUSINESS NAME AND ADDRESS: _____

SPECIAL INTERESTS AND TALENTS: gardening & horses
cooking

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
 _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE

I AM AVAILABLE FOR

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

RECREATION

_____ PARKS & RECREATION BOARD
 _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 ✓ _____ SENIOR CITIZENS ADVISORY

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the reverse side for additional comments.

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

DATE OF BIRTH: 6/20/1958
SEX: F
FRIENDSWOOD RESIDENT FOR 29 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? NO

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

previous experience volunteering and
president of AT+T Pioneers South Life Chapter

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

Volunteered for ^{the last} several years in Friendswood
at the Veterans Celebration with the Pioneers

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Debbie Hefner
Signature of Applicant

9/09/16
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this 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 or Commission before, please indicate the Board or Commission and appropriate dates of service.

Name of Board or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Jackie Taylor
ADDRESS: _____
PHONE: 281.992.3221

NAME: Lillian Barath (LIL)
ADDRESS: _____
PHONE: 281.485.3711

CITY OF FRIENDSWOOD
2016 SEP -7 PM 4:25

BE A FRIENDSWOOD VOLUNTEER



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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: NANCY MASTROFRANCESCO HOME PHONE: 281-648-7023
HOME ADDRESS: 420 MEADOW BEND DR. WORK PHONE: _____
EMAIL ADDRESS: ncmastro4@sbcglobal.net CELL PHONE: 832-444-7508
OCCUPATION: RETIRED
BUSINESS NAME AND ADDRESS: _____

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
____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
____ COMMUNITY & ECONOMIC DEVELOPMENT
____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
____ INVESTMENT COMMITTEE

I AM AVAILABLE FOR
____ LONG-TERM PROJECTS
____ SHORT-TERM PROJECTS
____ DAYTIME
____ EVENING
____ SUMMER

RECREATION
____ PARKS & RECREATION BOARD
____ 4TH OF JULY STEERING COMMITTEE
____ 4TH OF JULY VOLUNTEER
____ ☒ SENIOR CITIZENS ADVISORY

EDUCATION
____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER
____ WEST RANCH MANAGEMENT DISTRICT
____ ANIMAL SHELTER ADVISORY
____ VOLUNTEER FIRE DEPT./EMS
____ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

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

DATE OF BIRTH: 2-4-1947
SEX: F
FRIENDSWOOD RESIDENT FOR 16 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? NO

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

BBA-MANAGEMENT, UHCL

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

SINGING AT NURSING/REHAB/ALZ HOMES

TAX AIDE - VOLUNTEER / INCOME TAX ASSISTANCE

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Nancy Mastofrancesco
Signature of Applicant

12-28-14
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this 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 or Commission before, please indicate the Board or Commission and appropriate dates of service.

Name of Board or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: JUDY GIBB

ADDRESS: 422 MEADOW BEND DR.

PHONE: 281-648-2592

NAME: LYNN VERNON

ADDRESS: 418 MEADOW BEND DR.

PHONE: 281-992-9731

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: Dorothy Montz HOME PHONE: 281-482-6936
HOME ADDRESS: 1203 TALL PINES FRWD WORK PHONE: —
EMAIL ADDRESS: MOMMONTZ@AOL.COM CELL PHONE: —
OCCUPATION: — retired
BUSINESS NAME AND ADDRESS: —

SPECIAL INTERESTS AND TALENTS: Line Dancing, clogging, Crochet
Wii Bowling, chair volleyball, exercise class
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
☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐ INVESTMENT COMMITTEE

I AM AVAILABLE FOR
☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☒ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION
☐ PARKS & RECREATION BOARD
☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☒ SENIOR CITIZENS ADVISORY

EDUCATION
☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER
☐ WEST RANCH MANAGEMENT DISTRICT
☐ ANIMAL SHELTER ADVISORY
☐ VOLUNTEER FIRE DEPT./EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

cc: M&CC

Michael Boyett
Genie Balderaz

BE A FRIENDSWOOD VOLUNTEER

RECEIVED

2013 MAR 26 PM 3:18

CITY OF FRIENDSWOOD
CITY SECRETARY

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: DENNIS RUNDLELL HOME PHONE: 832-569-2334

ADDRESS: 1423 PARKWOOD AVE #5309 CELL PHONE: 281-352-2590

OCCUPATION: RETIRED

SPECIAL INTERESTS AND TALENTS: TEACH GUITAR TO SENIORS -
WORK WITH SENIORS

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 DAY POLL WORKER
_____ SUPPORT STAFF

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

_____ PARKS & RECREATION BOARD
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
☒ SENIOR CITIZENS ADVISORY

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

_____ VOLUNTEER FIRE DEPT./EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

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

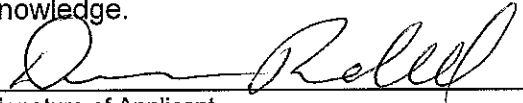
DATE OF BIRTH: 11-4-47
SEX: MM
FRIENDSWOOD RESIDENT FOR 2 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

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

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.


Signature of Applicant

3/22/13
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

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

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board(s) or Commission(s) you wish to serve. (See the attached list). SENIOR CITIZENS ADVISORY

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

Name of Board or Commission:

Dates of Service:

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: RUNDLE DENNIS A.
(Last) (First) (M.I.)

HOME ADDRESS: 1423 PARKWOOD AVE. #5309

HOME TELEPHONE: 832-569-2334

PROFESSION: RETIRED

BUSINESS NAME & ADDRESS: _____

PERSONAL REFERENCES:

Please list at least two references.

NAME: Rose Padilla
ADDRESS: 10218 Glenfongy Houston Tx 77075
PHONE: 832-494-0285

NAME: RAE McMILLAN
ADDRESS: 201 E SHADLOW BEND AVE Friendswood TX 77546
PHONE: 281-648-5134

CC: M & CC
CITY MGR

BE A FRIENDSWOOD VOLUNTEER

Michael Boyett & Genie Balderaz

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: Yolanda R. Robles HOME PHONE: 281-996-7501
HOME ADDRESS: 2605 Mary Ave. Pearland, TX WORK PHONE: —
EMAIL ADDRESS: robles.y1944@yahoo.com CELL PHONE: 281-713-301-4834
OCCUPATION: retired
BUSINESS NAME AND ADDRESS: _____

SPECIAL INTERESTS AND TALENTS: line dance, activities @ center, zumba
tai chi
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
☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐ INVESTMENT COMMITTEE

I AM AVAILABLE FOR
☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION
☐ PARKS & RECREATION BOARD
☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☒ SENIOR CITIZENS ADVISORY

EDUCATION
☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER
☐ WEST RANCH MANAGEMENT DISTRICT
☐ ANIMAL SHELTER ADVISORY
☐ VOLUNTEER FIRE DEPT./EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

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

DATE OF BIRTH: 09-07-1944

SEX: F

FRIENDSWOOD RESIDENT FOR _____ YEARS

Have you ever been convicted of a crime, other than minor traffic violations? no

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

none

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

none

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Yolande R. Rodler
Signature of Applicant

01-06-15
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this 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 or Commission before, please indicate the Board or Commission and appropriate dates of service.

Name of Board or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: SHERRI H. GASTLER
ADDRESS: 113 STRATMORE DR. FRIENDSWOOD
PHONE: 832-415-6600

NAME: Rita Barbee
ADDRESS: 2951 Water Willow Lane Pearland, Tx
PHONE: 281-686-3689



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 23, 2018 Dept. Clearances: Parks and Recreation

Prepared by: James Toney

Subject: Friendswood Historical Society Contract

Originating Department: Parks and Recreation City Attorney Review: Yes

Proceeding: Discussion and Action

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: \$15,000

Amount Budgeted: \$15,000

Appropriation Required: N/A

Source of Funds: General Fund
Operating Budget

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. The contract with the Historical Society requires them to provide an annual financial report and an annual festival each year to carry out their mission. The annual Heritage Day Festival is held in conjunction with the Fig Festival and will be held on April 20, 2019. In addition, the Society's Histor-ween event has grown over the last few years to become a huge success in the community and will be scheduled again next year.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

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

Typically, the Historical Society Annual Report is attached to the Agenda Item. Unfortunately, due to events surrounding Hurricane Harvey the report was unable to be generated. The report will be prepared and submitted at a later date.

ATTACHMENTS

[Proposed Contract](#)

CONTRACT

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

Witnessed

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

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

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

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

1. Historical Society shall maintain historical grounds, buildings and markers within the city limits of the City.
2. Historical Society shall collect and keep on file pertinent information as to the history and heritage of the community of Friendswood.
3. Historical Society shall disseminate information to the public regarding historical facts, findings and heritage of the community of Friendswood.
4. Historical Society shall provide an annual event in the Spring of 2019, which celebrates the history and heritage of the community of Friendswood.
5. Historical Society shall provide an annual report outlining the extent of its efforts in each of the above matters, which report shall be presented within nine (9) months of the date of execution hereof.
6. City shall pay Historical Society the sum of fifteen thousand dollars (\$15,000) for the aforementioned services. Such payment will be made within forty-five (45) days of the date of execution hereof.

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

IN WITNESS WHEREOF, the parties have executed this Contract on this 5th day of November 2018, and further states that this Contract constitutes the entire agreement between the parties.

CITY OF FRIENDSWOOD

By _____
Mike Foreman, Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD HISTORICAL SOCIETY

By _____
President



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 29, 2018 Dept. Clearances: Patrick Donart

Prepared by: George L. Cherepes Originating Department: PW

Subject: Construction of Restroom and Pavilion at Old City Park

Proceeding: Consent Agenda City Attorney Review: mkf

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$375,000	Amount Budgeted: \$350,000
Appropriation Required: \$375,000	Source of Funds: Park Bond Funds
FINANCE APPROVAL: RGB	

MK Morad Kabiri City Manager

SUMMARY / ORIGINATING CAUSE

Part of the 2013 Park Bond Program, the restroom at Old City Park has reached the end of its useful life span and is need of replacement. The new pavilion will provide a place of comfort for the residents, replacing the old deteriorated open picnic tables.

Attached hereto for your consideration is a Contract Agreement in the amount of \$335,530 from Tandem Services LLC, to construct the new restroom and pavilion. Included is an estimate for \$10,000 for materials testing and a \$29,470 Contingency.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The new upgraded restroom and pavilion will provide comfortable facilities that the residents desire.

RECOMMENDATIONS

Staff recommends Council approve a contract with Tandem Services LLC, authorizing the Mayor to execute and sign the Contract.

ATTACHMENTS

[Standard Agreement for Contracting Services – OCP Restroom and Pavilion](#)
[Bid Tabulation Sheet OCP RR-Pav](#)

THE STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 5th day of November, 2018, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Tandem Services, LLC, 4425 FM 2351, Friendswood, Texas 77546 (hereinafter called the "CONTRACTOR") acting herein by Dustin Johnson, Partner hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

Restroom and Pavilion at Old City Park

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construct new restroom and pavilion at Old City Park

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has not been designed by a design professional.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Seventy Five (75) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within Ninety (90) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay the City Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00305C – Total Stipulated Price Form.
- 5.2 TOTAL AMOUNT OF BID is THREE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED THIRTY Dollars and NO Cents (\$335,530.00).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VIII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings if physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.

- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.8 As per House Bill 89 that was passed as is effective on September 1st, 2017, that the Contractor entering into this contract verifies their company:
- A. Does not boycott Israel; and
 - B. Will not boycott Israel during the term of this contract.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

- 9.1 Document 00110 – Invitation to Bidders.
- 9.2 Document 00115 – Instructions to Bidders.
- 9.3 Document 00305C – Total Stipulated Price Form (Pages 1 through 5 inclusive) as included herein.
- 9.4 Document 00400 – Standard Agreement for Contracting Services (this agreement, pages 1 through 9 INCLUSIVE).
- 9.5 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.6 Document 00435 – Wage Scale for Engineering Projects.
- 9.7 Document 00445 – City of Friendswood Drug and Alcohol Policy.

- 9.8 Document 00455 – Storm Preparation Policy.
- 9.9 Document 00460 – Hazardous Communications Policy.
- 9.10 Document 00465 – Homeland Security Policy.
- 9.11 Document 00470 – Performance Bond, included herein.
- 9.12 Document 00475 – Payment Bond, included herein.
- 9.13 Document 00500 – General Conditions.
- 9.14 Document 00600 – Supplemental Conditions.
- 9.15 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents.
- 9.16 Addenda as issued, included herein.
- 9.17 Any modification, including Change Orders, duly delivered after Execution of the Agreement.

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

10.5 Other Provisions – None.

ARTICLE XI: ADDRESSES FOR GIVING NOTICES

11.1 The City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

11.2 The Contractor:

Tandem Services, LLC
4425 FM 2351
Friendswood, Texas 77546

ARTICLE XII: VENUE

12.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

ARTICLE XIII: VERIFICATION AND COMPLIANCE WITH STATE LAWS

By signing this Contract and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the contractor verifies they are in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B. No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

1. CONTRACTOR is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.

2. CONTRACTOR does not boycott Israel; and
3. Will not boycott Israel during the term of this Contract.



**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of the Contractor by Dustin Johnson its Partner shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 5th day of November, 2018.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

Tandem Services, LLC

Mike Foreman, Mayor

BY: _____
Partner

DATE: _____

DATE: _____

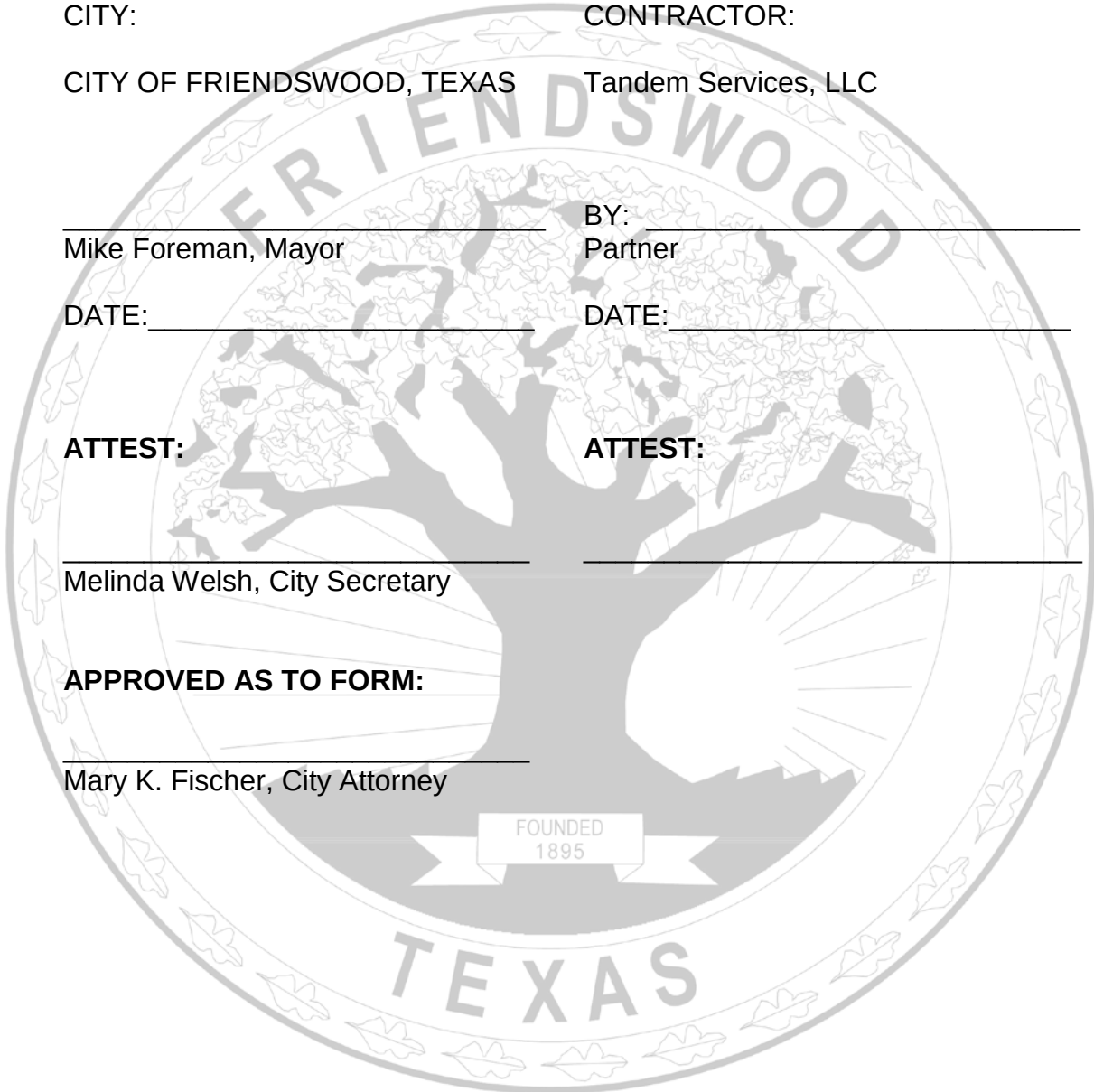
ATTEST:

ATTEST:

Melinda Welsh, City Secretary

APPROVED AS TO FORM:

Mary K. Fischer, City Attorney



DOCUMENT 00065
BID TABULATION SHEET

Bid Tabulation For:							
CONTRACTOR NAME:				CMC Construction		Tandem Services	
Item Number	Item Description	Unit	Unit Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Construct restroom and pavilion at Old City Park, per plans and specs given	LT	1	\$380,000.00	\$380,000.00	\$335,530.00	\$335,530.00
TOTAL BASE BID				\$380,000.00		\$335,530.00	

END OF DOCUMENT

00065-1



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 2018

Date Submitted: October 4, 2018

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Designation of Local Rabies Control Authority and Director of Animal Control

Originating Department: Police

Proceeding: C&PA

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

The sudden retirement of Captain Shari Forward prompts the need to designate a new Director of Animal Control and the City's designation of the Local Rabies Control Authority. Both roles will be assigned to Lieutenant Matthew Wise.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Chapter 10 of the Friendswood Code of Ordinances outlines the duties of the Director of Animal Control and Chapter 826 of the Health and Safety Code outlines the municipalities' responsibilities in the designation of a local rabies control authority.

Sec. 10-7. - Duties of director.

Under authority of the city council, the director shall enforce any and all regulations of this chapter in any and all parts of the city as is necessary to control the animal population and protect the health and safety of the citizens of the city. In furtherance thereof, the director shall:

(1)Collect fees. Collect all fees set by the city council, as necessary, to recover the costs incurred in enforcing the requirements of this chapter. The director may further collect all unpaid cost, fees, or charges incurred by the animal while in violation of this chapter.

(2)Make inspections. Make all inspections required herein.

(3)Capture and impound. Capture and impound, or cause to be captured or impounded, in the manner authorized by law, all animals within the city, which are in violation of this chapter. The director may trap,

capture, shoot, tranquilize, or use any other means or methods he deems necessary and prudent to perform the duties imposed herein. Any person who has control or possession of any animal, and who is in violation of this chapter shall, upon demand, turn over such animal to the director.

Local Rabies Control Authority

State Law reference— Rabies control, V.T.C.A., Health and Safety Code § 826.001 et seq.; municipality may establish local rabies control program, V.T.C.A., Health and Safety Code § 826.015; designation of local rabies control authority, V.T.C.A., Health and Safety Code § 826.017; disposition of domestic animals exposed to rabies, 25 Tex. Admin. Code § 169.30; report of potential human exposure to rabies, 25 Tex. Admin. Code § 169.25; quarantine method and testing, 25 Tex. Admin. Code § 169.27.

RECOMMENDATIONS

The only requirement of Mayor and Council is to ratify this decision and the Mayor's signature on a Texas State Department of Health Services form designating Lieutenant Matthew Wise as the local rabies control authority.

ATTACHMENTS

[DSHS form – Wise](#)



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

5425 Polk St. • Houston, Texas 77023
1-800-270-3128 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

The **Mayor and City Council**
(governing body)

for the **City of Friendswood**
(city or county)

designates **Matthew Wise** of **the Friendswood Police Department** as the
person's name (print) (i.e. animal control, police, or sheriff's dept., etc)

Rabies Control Authority for the purpose of the **RABIES CONTROL ACT OF 1981.**

This appointment became effective: **November 5, 2018**
(date)

Authorizing person's name: **Mike Foreman, Mayor, City of Friendswood**
(print)

Authorizing person's Signature: _____
Circle One: **Mayor** (if municipality); County Judge (if county)

In reference to the person named as Rabies Control Authority, please indicate (print) their mailing address and telephone number.

The Rabies Control Authority for this community is:

Name: **Matthew Wise**

Mailing Address: **Friendswood Police Department**

1600 Whitaker Drive

Friendswood, TX 77546

Telephone: **281-996-3370 (direct); 281-996-3300 (24 hr dispatch)**

Fax: **281-482-9318**

Email Address: **mwise@friendswood.com**



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 2018

Date Submitted: October 4, 2018

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Appointment to Vacant Position on Animal Control Advisory Committee

Originating Department: Police

Proceeding: C&PA

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 sudden retirement of Capt. Shari Forward leaves a vacancy on the Animal Control Advisory Committee. Lieutenant Matthew Wise will inherit the responsibility of oversight and leadership of the Animal Control Unit. Therefore, Lieutenant Matthew Wise is recommended to replace Capt. Shari Forward on the Animal Control Advisory Committee.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The purpose of the Animal Control Advisory Committee is to assist in complying with the requirements set forth in the Health and Safety Code. State law follows:

Sec. 823.005. ADVISORY COMMITTEE. (a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter. (b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. (c) The advisory committee shall meet at least three times a year.

Captain Forward's appointment to the committee will fulfill the requirement of a municipal official on the committee.

RECOMMENDATIONS

Approve the appointment of Lieutenant Matthew Wise to the Animal Control Advisory Committee to replace Captain Shari Forward.

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: **November 5, 2018**

Date Submitted: **October 22, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **James Toney**

Subject: **Simple Recycling Program**

Originating Department: **P&R**

City Attorney Review: Yes

Proceeding: **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

Simple Recycling is a free curbside recycling of clothing and home goods program launched in 2013. It has quickly become the largest and fastest growing curbside clothing and home goods recycling company in the nation with current service provided to over 4 million residents across Texas, Ohio, Michigan, Minnesota, North Carolina, Connecticut, Illinois and Massachusetts. Simple Recycling has successfully launched and continues to operate in cities of comparable size such as Sugar Land, Pearland, The Woodlands and Plano.

Simple Recycling is a free and turn-key curbside clothing and home goods recycling company focused on providing maximum convenience and simplicity for its partnering municipalities and their residents. Simple Recycling also offers free fundraising clothing drives and environmental initiatives by providing clothing collection bin at sponsored events.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Keep Friendswood Beautiful has been approached by Simple Recycling about the possibility of providing a Textile Recycling Program in Friendswood. If authorized by City Council, the city would enter into a 3 year agreement with Simple Recycling to provide free curbside recycling of clothing and home goods (clothing, shoes, accessories, linens, towels, coats & jackets, kitchenware, tools and toys). The recycling of these textiles by Simple Recycling would occur on the same day as the existing curbside recycling program.

Keep Friendswood Beautiful goal is to be a “Green” or Environmentally Sensitive Community by reducing the amount of material that goes into the landfill.

This agreement will have no financial impact on the City of Friendswood. In fact, Simple Recycling will pay to the city a sum equal to one cent (\$0.01) per pound of Soft Recyclables collected by the Contractor.

RECOMMENDATIONS

Staff recommends that Council approve the agreement with Simple Recycling, and authorize the Mayor to execute the agreement on behalf of the City.

ATTACHMENTS

[Simple Recycling Agreement](#)

[Letter of Support – Keep Friendswood Beautiful](#)

[Letter of Support – Keep Pearland Beautiful](#)

[Letter of Support – City of Sugar land](#)

[Survey](#)

[Survey Results](#)

[Survey Comments](#)

[Mailer 1](#)

CONTRACT

**RESIDENTIAL COLLECTION, TRANSPORTATION, AND
PROCESSING OF, AND DISPOSAL SERVICES FOR, SOFT
RECYCLABLES**

November 5, 2018

Soft Recyclables Collection Contract

Table of Contents

CONTRACT		2
Article I.	Definitions	3
Article II.	Residential Service and Collection Specifications	4
	A. Collection Schedule, Hours of Service, and Collection Frequency	
	B. Collection Days and Routing	
	C. Holiday Schedule	
	D. Missed Collections and Complaints	
	E. Spills	
	F. Receptacles	
	G. Soft Recyclables	
	H. Collection Impediments	
Article III.	City Facilities	7
	A. Service to City Facilities	
	B. Special Events	
Article IV.	Collection Vehicles and Equipment	8
Article V.	Educational Programs	9
Article VI.	Reporting	9
	A. Reporting	
Article VII.	Fee and Payment	10
Article VIII.	Processing Facilities	10
	A. Processing Facilities	
	B. Ownership of Soft Recyclables Collected	
Article IX.	Independent Contractor	11
Article X.	Human Resources and Labor Force	11
	A. Contractor's Employee and Contract Labor	
	B. Subcontractors	
Article XI.	Permits, Penalties, and Fines	12
	A. Payment of Fines and Penalties	
	B. Licenses and Permits	
Article XII.	Indemnification	13
Article XIII.	Insurance	13

A. Insurance	
Article XIV. Monitoring	13
A. Performance Monitoring	
Article XV. Contract Term and Dates to Begin Services	14
A. Annexation	
B. Contract Term, Contract Extension, and Contract Amendment	
Article XVI. Termination of Contract.....	14
A. Termination by City	
B. Termination by the Contractor for City’s Default	
C. Force Majeure	
Article XVII. Miscellaneous	16
A. Notice	
B. Paragraph Headings	
C. Assignability	
D. Changes in Law and Severability	
Article XVIII. Appendices	18
Appendix A Soft Recyclables Acceptable Item List	19
Appendix B Insurance.....	20

CONTRACT

This Contract (Contract) for the collection of Soft Recyclables is effective on the later date of the parties’ execution of this Contract, by and between the City of Friendswood (“City”) and Great

Lakes Recycling, Inc. d/b/a Simple Recycling (“Contractor” and collectively with the City, the “Parties”) is executed for the purpose of providing Residential Collection, Transportation, and Processing of, and Disposal Services for, Soft Recyclables within the City of Friendswood. Contractor is responsible for providing all of the services and all equipment, materials, supplies, labor, supervision, and other items necessary to complete the work described herein.

CITY OF FRIENDSWOOD

**GREAT LAKES RECYCLING, INC.,
D/B/A SIMPLE RECYCLING**

By: _____
Morad Kabiri, City Manager

By: _____
Adam Winfield, President
Great Lakes Recycling, Inc.
d/b/a Simple Recycling

Date: _____

Date: _____

Whereas, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

Article I. Definitions

For the purpose of this Contract the following definitions apply:

Bag means a plastic sack used to hold Soft Recyclables with sufficient wall strength to withstand the weight of the contents when lifted from the top.

City means the City of Friendswood, Texas, a municipal corporation, and includes City management and staff acting on behalf of the City Manager and Council for the purposes of managing the collection, transportation, processing and disposal of Soft Recyclables

Complaint means a notification or correspondence expressing or reporting disapproval of collection practices, unsatisfactory service, an accusation of property damage, a missed collection, or general dissatisfaction with the Contractor or services provided by the Contractor.

Contract Labor means any employee providing services under this Contract and not directly employed by the Contractor.

Contractor means Great Lakes Recycling, Inc. d/b/a Simple Recycling and its successors or assigns.

Excluded Items means Garbage, Green Waste, Hazardous Waste, large furniture, large appliances, newspapers, carpet, household items, such as car seats, cribs, mattresses, paint, tires, ,and cleaning solutions and any item heavier than fifty (50) pounds.

Holiday means the following days: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Missed Collection means a collection that was not provided as scheduled.

Receptacle means a Bag, box or bin supplied by the Contractor and used to hold Soft Recyclables.

Recycling means a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, which is composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Program means a program designed to meet the Recycling goals established by the U.S. Environmental Protection Agency, the TCEQ, or the City to reduce waste impacts.

Residential Unit means a dwelling within the geographical limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit is deemed occupied when water service is being supplied to the Residential Unit.

Soft Recyclables means items of an individual weight less than fifty (50) pounds that can be carried by one person and include the items identified as Soft Recyclables in Appendix A. Soft Recyclables.

Special Event means an event sponsored, co-sponsored, or supported by the City.

Tag means preprinted correspondence attached to an item for the purpose of notifying resident of problems with an item set out for collection.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

Unit Price means the amount to provide Soft Recyclables services to each Residential Unit, as designated in this Contract.

Article II. Residential Service and Collection Specifications

A. Collection Schedule, Hours of Service, and Collection Frequency

1. Collection shall be scheduled by subdivision on the City's specified recycling collection day. No collection shall be made on Saturdays or Sundays except during weeks that contain a rolling holiday schedule. The collection schedule will be determined by the City.
2. Collection must occur between 7:00 a.m. and 6:00 p.m. on the scheduled collection day.
3. Collection of Soft Recyclables from a Residential Unit must be provided once a week.

B. Collection Days and Routing

1. Collection shall occur in a routine manner, following established Routes.
2. The City shall submit a schedule of collection days to the Contractor at least forty-five (45) days prior to implementation of service.

3. If change in a collection schedule is necessary, the City will notify the Contractor at least sixty (60) days prior to implementation of any change.
4. Contractor must collect all items placed at the curb that are in compliance with this Contract on the first pass by the home.
5. The Contractor shall Tag items placed for collection that are not collectable under the terms of this Contract.

C. Holiday Schedule

1. The collection of Soft Recyclable shall not be provided on city holidays unless approved by the City.
2. Contractor must follow the City-approved holiday collection schedule for the term of this Contract.

D. Missed Collections and Complaints

1. Contractor must give immediate and courteous attention to all customer inquiries or requests about the collection services for Soft Recyclables.
2. Contractor must have staff on-call for after-hours problems and emergencies.
3. Contractor must maintain a log of all calls (inquiries, missed collections, and complaints) that includes 1) the date and time of notification; 2) address and subdivision of occurrence/complaint; 3) manner of resolution and/or collection; 4) time of resolution and/or collection.
4. The Contractor must maintain an office with a local telephone number or toll free number for the purpose of handling all customer complaints and any other calls regarding the collection service provided by Contractor. The office must be adequately staffed and equipped to meet the specifications of this Contract. The Contractor agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. Contractor agrees to keep the phones available for calls from 8:30 a.m. to 5:00 p.m. (CST) on all collection days except holidays. The phones must be staffed with sufficient competent personnel to handle calls and inquiries during such hours.

5. Missed Collections

If a collection is missed by the Contractor, Contractor must provide collection within the next 24 hours and inform the resident of the time the collection will be provided. When a missed collection is received on the day preceding a holiday, the Contractor must provide collection within the first three (3) hours of the next working day.

6. Complaints

- a. Contractor must notify the City within two hours of any service complaint received and the planned resolution. Service complaints include such things as property damage, equipment leaks, spills, poor service, rude and discourteous service, unsafe operations, suspicious behavior.
- b. The Contractor must provide the City with a full written explanation of the disposition of any complaint involving property damage within three working days following disposition.

E. Spills

1. If Soft Recyclables spill onto a street, sidewalk, private property, or public property at any time during collection and transport, Contractor must either (i) clean up the spill and place the Soft Recyclables in the collection vehicle before the vehicle proceeds to the next stop on the collection route, or (ii) promptly make necessary arrangements for the immediate clean-up of the spilled Soft Recyclables.
2. Each vehicle must be equipped with the proper tools to adequately clean up any spillage.

F. Receptacles

1. During the term of this Contract, Contractor must purchase (at its sole cost), and maintain an inventory of acceptable and approved bags and stickers for distribution to each Residential Unit. Contractor must provide new bags and stickers to each Residential Unit immediately upon execution of this Contract and thereafter upon a customer request. Bags must be delivered with a City-approved informational brochure on the Recycling Collection Program (of Soft Recyclables) produced by the City and printed by the Contractor.

G. Soft Recyclables

1. Collection
 - a. Soft Recyclables shall be collected once per week in a vehicle designated for collection of Soft Recyclables.
 - b. Collection must occur on the City's specified recycling collection day(s).

- c. Residents must be encouraged to separate and set out Soft Recyclables, but neither the City nor the Contractor will mandate participation in the program.
 - d. Contractor shall leave materials at the curb that are not Soft Recyclables to the extent that Contractor can separate them.
2. List of Soft Recyclables
- a. Contractor must collect all items on the List of Soft Recyclables.
 - b. With approval of the City, the Contractor may alter the List of Soft Recyclables. The request must be made in writing, specify the reason for the request, and explain the impact of deleting or adding the item(s) for collection and processing. After approval of the notice by the City, Contractor shall distribute a notice to City residents, advising them of any changes to items to be collected by Contractor.
 - c. Contractor shall deliver Soft Recyclables to the Processing Facilities identified in the list delivered to the City pursuant to this Contract.
 - d. Contractor must not landfill any Soft Recyclables without the prior written consent of the City.

H. Collection Impediments

- 1. Contractor is responsible for providing services to collect Soft Recyclables to households affected by collection impediments, such as house repair/construction, street repair/construction, vehicles parked in the street, and/or utility repair/construction.
- 2. Contractor shall notify the City of the specific locations where such impediments routinely hinder collection.

Article III. City Facilities

A. Service to City Facilities.

- 1. Soft Recyclables collection service to facilities owned and/or operated by the City shall be provided at no cost to the City.
- 2. Service shall be at a frequency reasonably determined by the City.

B. Special Events

1. The Contractor must provide the City services to collect Soft Recyclables at the Spring Sparkle and the Fall Haul and one other Special Event. The Contractor must collect Soft Recyclables at these Special Event and dispose of them as required by this Contract.
2. City will give a minimum of two (2) weeks advance notice of when services will be needed for a Special Event.

Article IV. Collection Vehicles and Equipment

A. Collection Vehicles and Equipment

1. Contractor must provide and maintain a fleet of collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this Contract during peak and non-peak seasons.
2. At all times the Contractor must provide well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. Contractor shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from Contractor's vehicles or equipment.
3. All vehicles and equipment used by Contractor for the collection of Soft Recyclables must be clearly marked with Contractor's name in letters of a size sufficient to reasonably identify the vehicle and equipment, but not less than five inches (5") in height.
4. The Contractor must assign each of its vehicles an identifying number and must mark the identifying number upon each vehicle in two prominent locations, as approved by the City, in a size not less than five inches (5") in height.
5. The Contractor must operate all vehicles and equipment in compliance with all laws and manufacturers' specifications.
6. The Contractor's name and telephone number must be clearly marked on both sides of each vehicle or equipment.
7. Annually on or before January 1, the Contractor shall provide the City with a List of Vehicles and Equipment that will be used to service this Contract and shall notify the City of deletions and additions from the previous twelve-month period. The Contractor must include the age of each vehicle and equipment on the list.

Article V. Educational Programs

A. Educational Programs

1. The Contractor must coordinate with the City to provide educational materials to inform residents of the Soft Recyclables program.
2. The Contractor must participate in City- directed promotional and educational efforts as outlined below:
 - a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set-out procedures.
 - b. Training employees to deal courteously with customers on the telephone and on-route to promote the collection services and to explain proper preparation of Soft Recyclables.
 - c. Coordinate with the City for distribution of written promotional and instructional materials directly to Residential Units.
 - d. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
 - e. Provide advice to the City on promotional and educational material content and presentation.
3. Any communication to Friendswood residents shall not be sent without prior approval from the City.

Article VI. Reporting

A. Reporting

1. The Contractor must maintain and submit to the City quarterly (calendar quarters) and annual reports. Reports must have the information specified below and be in a Microsoft compatible digital format. The reports must include a spreadsheet listing the amount of Soft Recyclables collected (in tons/pounds), number of stops and payment to the City. Quarterly reports are due within 30 days following each March 31st, June 30th, September 30th, and December 31st. The annual reports are due by January 31st following the end of the calendar year.
2. The Contractor must submit the reports by the 20th day following the reporting period.
3. The Contractor must submit reports to:

Mail/Delivery:

City of Friendswood
Attn: Director of Parks and Recreation
910 South Friendswood Drive
Friendswood, Texas 77546-4856

Or via email: jtoney@friendswood.com

Article VII. Fee and Payment

A. Fee and Payment

1. For and in consideration of the right to provide the services under this Contract, the Contractor:
 - a. Must remove and dispose of all Soft Recyclables at no cost to City or customers; and
 - b. Shall pay to the City a sum equal to one cent (\$0.01) per pound of Soft Recyclables collected by the Contractor.
2. The Contractor must submit payment to the City within thirty (30) days following the close of each calendar month during the term of this Contract. The payment to the City must include documents showing the weight of the Soft Recyclables collected each month.
3. The City's acceptance of a payment is not deemed to be a release or an accord and satisfaction of any claim the City may have for further or additional sums due or payable to the City under this Contract.
4. The City may inspect and audit the Contractor's records upon which payments to the City are computed and paid. If the City's inspection or audit shows that the Contractor has underpaid an amount required to be paid under this Contract, Contractor must pay the deficiency within 60 days of the date the City gives the Contractor written notice of the deficiency. If the deficiency is more than ten percent of the amount the Contractor was required to pay for the quarter, the Contractor must also pay a penalty of ten percent per annum, compounded daily, on the deficiency and the City's reasonable cost incurred for the inspection or audit.

Article VIII. Processing Facilities

A. Processing Facilities

1. The Contractor shall identify and provide the City with a list of the designated Processing Facilities that will be accepting Soft Recyclables collected under the

terms of this Contract. Each disposal facility and processing facility must be legally authorized and have been issued the permits required under all applicable federal, state, and local laws.

B. Ownership of Soft Recyclables Collected

1. The Contractor accepts title to the Soft Recyclables placed for collection when the Recyclables are removed by the Contractor from a Receptacle, removed from the customer's premises, or placed in Contractor's vehicle, whichever first occurs.

Article IX. Independent Contractor

The relationship of the Contractor to the City shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the Parties is created by this Contract. By entering into this Contract with the City, Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent or employee of the Contractor will be for any purpose an employee of the City and that no officer, agent or employee of the Contractor is entitled to any of the benefits and privileges of a City employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the City of Friendswood.

Article X. Human Resources and Labor Force

A. Contractor's Employees and Contract Labor

1. The Contractor must assure that its employees and contract laborers serve the public in a courteous, helpful, and impartial manner.
2. The Contractor must outfit each employee or contract laborer in uniforms that clearly identifies him/her as a representative of the Contractor.
3. The Contractor must provide each employee and contract laborer with appropriate safety equipment.
4. The Contractor must assure that all employees and contract laborers are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.
5. The Contractor must conduct background checks and annual DMV record checks on all employees and, subject to and except as provided by applicable law, will not employ individuals found to have job-related criminal history. Nothing in this provision, however, shall be construed to require Contractor to violate federal or state laws regarding employment of individuals with criminal histories.

6. The Contractor must employ superintendents, foremen, and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them.
7. The Contractor must provide a written report to the City outlining complete details of any allegation that a Contractor's employee(s) or contract laborer(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally in connection with this Contract. The Contractor's report must also include the name and title of the employee/contract laborer and disciplinary action taken.
8. The City may request that an employee be barred from further work for the Contractor in connection with this Contract for reasons stated in the foregoing paragraph 7. The City's request will be in writing and will describe the reasons for the request. Upon receipt of the City's request, the Contractor must conduct an investigation and respond to the City within 48 hours of the City's request. The City and the Contractor will mutually agree on the appropriate action based on the City's information and the results of the Contractor's investigation.

B. Subcontractors

1. The Contractor must not subcontract any task under this Contract without the prior written consent of the City. The Contractor shall submit a list of potential subcontractors for advance approval by the City.
2. The Contractor must properly supervise and instruct subcontractors to assure that the subcontractors comply with all requirements of this Contract in performing any work hereunder. The Contractor is responsible for the acts or omissions of its subcontractors.

Article XI. Permits, Penalties and Fines

A. Payment of Fines and Penalties

1. The Contractor must pay any and all fines or penalties assessed against the City by any entity having jurisdiction for the Contractor's violations of applicable laws, codes, regulations or orders arising in connection with the Contractor's performance of services hereunder.

B. Licenses and Permits

1. The Contractor must obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of the Contractor's operations herein.

ARTICLE XII. INDEMNIFICATION

THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XIII. INSURANCE

A. Insurance

The Contractor must maintain the types and amounts of insurance and comply with the insurance requirements shown in the attached Appendix B. The Contractor must notify the City in writing at least thirty (30) days' prior to any non-renewal of or material change in the insurance coverage(s) required by this Contract. Contractor shall require all of its subcontractors performing services under this Contract to maintain types and amounts of insurance and comply with the insurance requirements shown in the attached Appendix B.

Article XIV. Monitoring

A. Performance Monitoring

1. The Contractor must supervise and monitor all work specified in this Contract for compliance with this Contract.
2. The City will administer and monitor Contractor activities and performance with field monitoring and inspections.
3. The City may inspect and monitor the collection, transportation, and processing/disposal operations pertaining to this Contract.

4. The Contractor must have a representative available to meet with City staff and/or City Council as needed to discuss performance, problems, and resolutions.
5. Within three working days after a request by the City, the Contractor must provide to the City explanations of non-compliance and the action(s) taken to rectify the problem(s).

Article XV. Contract Term and Dates to Begin Services

A. Annexation

The Contractor must provide services to collect Soft Recyclables from Residential Units located within land annexed into the City's corporate boundaries during the term of this Contract, in accordance with the terms specified in this Contract.

B. Contract Term, Contract Extension, and Contract Amendment

1. The term of this Contract shall be for a period of three (3) years, commencing on the later date of the parties' execution of this Contract, unless terminated as provided in this Contract. The Soft Recyclables collection services will begin on January 7, 2019.
2. The City and Contractor may extend this Contract for one three-year term , upon mutual written agreement, by each party giving written notice of the its intention to extend the Contract ninety (90) days before the expiration of the initial term.
3. This Contract may be amended only by written instrument duly executed by the City and Contractor.

Article XVI. Termination of Contract

A. Termination by City

1. Termination by City.
 - a. The City may terminate the Contractor's performance of services under this Contract in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this subsection. Default by the Contractor shall occur if the Contractor fails to comply with the terms of this Contract. If a default occurs, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The City, at its sole option, may

extend the proposed date of termination to a later date. If the Contractor cures the default within ninety (90) days or the extended date approved by the City, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City may terminate the Contractor's performance under this Contract as of such date.

- b. The following, by way of example, but not of limitation, may be considered a default and grounds for cancellation, in whole or in part:
 - i. Failure of Contractor to perform or observe any of the obligations, covenants, agreements, and conditions required to be performed or observed by Contractor herein;
 - ii. Failure of the Contractor to commence work operations within the time specified in the Contract;
 - iii. Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
 - iv. Evidence that the Contractor has abandoned the work;
 - v. Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
 - vi. Failure on the part of the Contractor to comply with the terms of the Contract or any requirements given by the City provided for in this Contract; or
 - vii. Indication that the Contractor has made an unauthorized assignment of the Contract.
- c. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.
- d. Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Contract to the date of termination. The Contractor must submit payment to the City for the Soft Recyclables collected and not paid for under Article VII.
- e. In addition to, or in lieu of the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by the Contractor:

- i. if the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof.

B. Termination by the Contractor for City's Default

The Contractor may terminate its performance under this Contract only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Contract. Should such a default occur, the Contractor may deliver a written notice to the City describing such default, specifying the provisions of the Contract under which the Contractor considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Contract as of such date.

C. Force Majeure

No party may be deemed to be in default of this Contract if performance of this Contract is delayed, disrupted, or becomes impossible because of any act of God, tornado, war, earthquake, fire, strike, hurricanes, floods, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the party during the time, but only for so long as, the event of force majeure reasonably prevents performance. Upon occurrence of any such event, the Contractor will make the "best reasonable effort" to collect, transport, process and dispose of Soft Recyclables.

Article XVII. Miscellaneous

A. Notice

1. All notices required under this Contract shall be in writing and be sent by United States mail, courier service, facsimile or may be delivered in person. All notices shall be sent or delivered to the following addresses or as the City or Contractor may hereafter designate by written notice. Notice shall be deemed to have been given when the notice is mailed or delivered by fax, electronic mail, courier or in person, to the following address, as applicable.

Contractor:

Adam Winfield, President
Great Lakes Recycling, Inc.
DBA Simple Recycling
5425 Naiman Pkwy
Solon, Oh 44139

City:

City of Friendswood
Attention: Director of Parks & Recreation
910 South Friendswood Drive
Friendswood, Texas 77546-4856

B. Paragraph Headings

1. Paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Contract.

C. Assignability

1. Neither the Contractor nor the City may assign its interest in this Contract without the written consent of the other party.

D. Changes in Law and Severability

The City and the Contractor agree to use their best efforts and cooperate with each other to amend this Contract to meet legal requirements or enter into a new lawful contract regarding the provision of the services contemplated by this Contract:

1. If subsequent federal or state legislation or a final non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal or unenforceable; or
2. A party's rights or obligations under this Contract are materially prejudiced.

The City and the Contractor intend that this Contract be modified or amended by the court to render it enforceable to the maximum extent permitted to effectuate the Parties' intent regarding the provision of Soft Recyclables collection services under this Contract if:

1. A non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal or unenforceable; or
2. A party's rights or obligations under this Contract are materially prejudiced.

If, however, a term, covenant, or condition in this Contract is held to be invalid by any court of competent jurisdiction and the invalidity does not materially prejudice a party's

rights or obligations under this Contract, the invalidity shall not affect any other term, covenant, or condition herein contained.

E. Disclosure of Interested Persons. This Contract is subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

F. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel through the term of this Agreement. For purposes of verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes.

Article XVIII. Appendices

The following Appendices are attached to and incorporated into this Contract:

Appendix A –List of Soft Recyclables

Appendix B – Insurance Requirements

APPENDIX A

SOFT RECYCLABLES ACCEPTABLE ITEM LIST

Men's Clothing
Women's Clothing
Children's Clothing
Coats and Jackets
Jewelry
Shoes
Purses
Hats
Toys
Pictures
Mirrors
Blankets
Drapes/Curtains
Pillows
Sleeping Bags
Small Furniture
Small Appliances
Irons
Radios
Lamps
Hairdryers
Tools
Toasters
Microwaves
Coffee Makers
Silverware
Dishes
Pots/Pans
Glasses
Backpacks

APPENDIX B

INSURANCE REQUIREMENTS

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Friendswood accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Friendswood shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Friendswood shall be contained in all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Friendswood will receive at least thirty (30) days' written notice prior to cancellation of the insurance.
- D. All insurance policies, which name The City of Friendswood as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- I. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- J. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- K. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Friendswood within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Friendswood, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Friendswood. The certificate of

insurance and endorsements shall be sent to:

**City of Friendswood
Purchasing Office**

emailed to: jspears@friendswood.com

**910 South Friendswood Drive
Friendswood, TX 77546-4856**

Questions, please contact Jeffrey Spears, Purchasing Coordinator, City of Friendswood 281 996-3274

(Instructions for completing and submitting a certificate to the City of Friendswood)

Complete the certificate of insurance with the information
listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- I) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- J) Worker's Compensation (or equivalent) and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- K) Insurance Policy #'s
- L) Insurance policy effective dates (always check for current dates)
- M) Insurance Policy limits (**See Insurance Requirements Checklist**)
- N) City of Friendswood's name and address information must be listed in this section
- O) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Friendswood in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- P) The certificate must be signed by the Authorized Agent in this section of the certificate form.

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation (or equivalent) Statutory limits, State of TX.

☒ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☒ Commercial General Liability:

	☐ Very High/High Risk	☒ Medium Risk	☐ Low Risk
Each Occurrence	\$5,000,000	\$500,000	\$300,000
Fire Damage	\$5,000,000	\$100,000	\$100,000
Personal & ADV Injury	\$5,000,000	\$1,000,000	\$600,000
General Aggregate	\$5,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$5,000,000	\$500,000	\$300,000
XCU	\$5,000,000	\$500,000	\$300,000

☒ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

☐ Very High/ High Risk	☒ Medium Risk	☐ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Friendswood) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Friendswood)

☐ Other Insurance Required: _____



Keep Friendswood Beautiful

910 South Friendswood Drive
Friendswood, Texas 77546-4856
(281) 996-3220

Friendswood City Council Members:

At the Keep Friendswood Beautiful board meeting on September 25, 2018, the board approved participation in the Simple Recycling Program for Friendswood residents. We have carefully researched this program, received positive feedback from other cities involved in this program and have met with the representative in charge of this program for our area. We are satisfied that this program is a good fit for our community and addresses the need today for "textile recycling" which is an up and coming recycling initiative across the nation.

Thank you for your consideration of this program for Friendswood and thank you for your continuous support of KFB goals and initiatives.

Sherry Goen

Keep Friendswood Beautiful Chairperson

From: [Scott Stevenson](#)
To: [Kimberly Ramirez](#)
Subject: Fwd: Letter
Date: Wednesday, August 15, 2018 7:39:05 PM

See below letter from Pearland

Begin forwarded message:

From: Andrew Miller <amiller@mykpb.org>
Date: August 8, 2018 at 1:31:17 PM CDT
To: Scott Stevenson <scott@simplerecycling.com>
Subject: Re: Letter

See below. Let me know if you need anything further.

City of Pearland residents have been enjoying free curbside pickup of textiles from Simple Recycling for over 1 year now. To date this program has helped divert over 100 tons of textiles in Pearland from the landfill. Any new program has it's challenges, but overall this program has helped further the mission of Keep Pearland Beautiful. The program truly is 'simple' and has added value to the services we provide our residents.

Andrew J. Miller

Executive Director
Keep Pearland Beautiful
www.mykpb.org
facebook.com/keeppearlandbeautiful
twitter.com/kpbpearland
pinterest.com/mykpb

Office: 281-489-2795
Mobile: 281-923-4529
Fax: 1-281-994-9735

Address: 5800 Magnolia St., Pearland, TX 77584

On Tue, Aug 7, 2018 at 3:01 PM, Scott Stevenson
<scott@simplerecycling.com> wrote:

Andrew,

I was wondering if we could get a letter of endorsement from you about the program via email. This is for friendswood.

Also any luck with the gate code?

Regards,

Scott Stevenson
Municipal Representative
C: 281-520-0427
O: 866-835-5068
Scott@simplerecycling.com
www.simplerecycling.com



CITY OF SUGAR LAND

Taylor Danesi
Environmental Manager
City of Sugar Land
101 Gillingham Ln
Sugar Land, TX 77478

August 13, 2018

On behalf of the City of Sugar Land, I would like to recommend the services provided by Simple Recycling. As of March 2016, Simple Recycling has provided the residents of Sugar Land with textile recycling service in an efficient and effective manner. Although the City encourages residents to donate items to local charities first, we believe there is a tremendous advantage in having an alternative option for items not suitable for donation. Simple Recycling's program has been largely embraced by our residents and has helped to sustain our aggressive landfill diversion rate. The partnership with Simple Recycling has enhanced our solid waste services with no additional cost to residents.

Our residents have the ability to order collection bags via our city website with order confirmations being provided to our Solid Waste department for recording purposes. Collection takes place once a week in conjunction with resident's recycling service day. The Simple Recycling collection team has provided consistent service with minimal customer service issues. When issues do arise, Scott and his team are prompt in rectifying the situation.

The City of Sugar Land has seen much success with Simple Recycling and would recommend their services as part of your solid waste program.

Thank you,

A handwritten signature in cursive script that reads "Taylor Danesi".



**FREE CURBSIDE
CLOTHING & HOME GOODS
RECYCLING PROGRAM**

FREE

**TURN
KEY**

**SIMPLE
& EASY**

**SAVE \$
MAKE \$**

Who is Simple Recycling?

We have over 50 years of experience in clothing & household discard collection

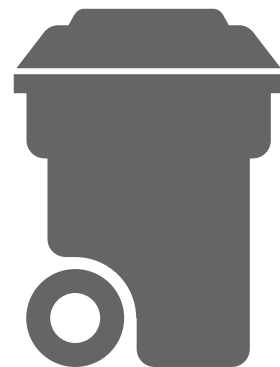
Our sister company manages clothing & household discard donation programs in partnership with non-profit organizations¹

Environmental Impact Facts

Clothing, Appliances, Durables, & Furniture account for 15% of local waste stream



**85% OF TEXTILES
ARE NOT RECYCLED
OR DONATED**



**EPA ESTIMATES
70 LBS./PERSON OF CLOTHING
ARE THROWN AWAY EACH YEAR**

(YOUR CITY'S POPULATION X 70LBS = MILLIONS OF LBS./YEAR)

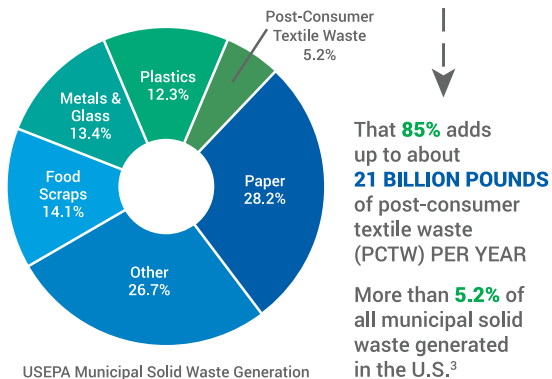
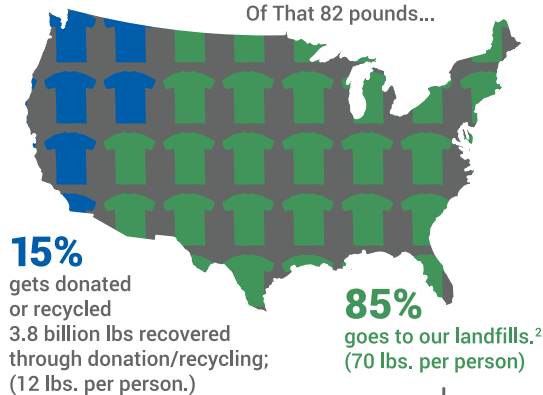
Source:
1. <http://www.weardonaterecycle.org>

THE FACTS ABOUT TEXTILE WASTE

The U.S. generates an average of **25 BILLION POUNDS** of textiles* per year.¹ → That's about **82 POUNDS** per U.S. resident.

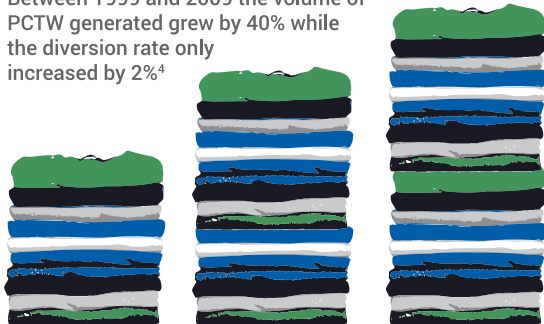
* Textiles includes clothing, footwear, accessories, towels, bedding, drapery, etc.

Of That 82 pounds...



AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40% while the diversion rate only increased by 2%.⁴



This Model has been Tested & Proven

Excerpt from USA Today, April 23, 2013 -

"Clothes recycling is going curbside in more U.S. towns as global prices rise for the used apparel, shoes and linens that Americans often toss in the trash.

Since September, more than a dozen local governments -- in Arizona, Massachusetts, New Jersey, Pennsylvania and Washington State -- have begun curbside pickup of textiles, often in special bags next to bins containing paper and cans."²



Source:
2. <http://www.usatoday.com/story/news/nation/2013/04/20/recycling-clothes-expands-curbide/2092351/>



COST TO YOUR RESIDENTS = \$0
COST TO YOUR CITY = \$0



Details & Logistics

Simple Recycling provides:

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Drop boxes in locations of city's choosing (if desired)

Your city provides:

- Supplemental notification & information to residents

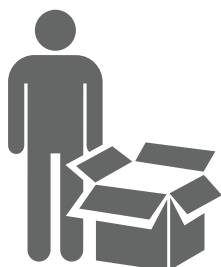


THE LIFE CYCLE OF SECONDHAND CLOTHING



WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



10-20%

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



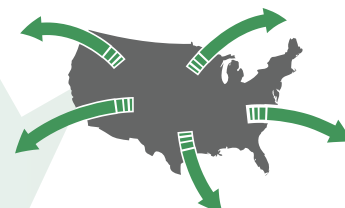
80%

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.



45%

Reused and Repurposed
Majority exported as secondhand clothing.



30%

Recycled and Converted
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



20%

Recycled into Fiber
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only **5%** ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.¹

WE MAKE IT SIMPLE TO DRAMATICALLY REDUCE TEXTILE WASTE.

Source:
1. "Textile Recycling in the U.S." Report submitted to
SMART by Dr. Jana Hawley PhD, Univ. of Missouri 2009

www.SimpleRecycling.com • Info@SimpleRecycling.com

[UPGRADE](#)[CREATE SURVEY](#)

cofparksandrec

Create better surveys faster. Upgrade to add users and get team collaboration tools. [View pricing »](#)

Keep Friendswood Beautiful Textile Recycling Survey

[SUMMARY](#) → [DESIGN SURVEY](#) → [PREVIEW & SCORE](#) → [COLLECT RESPONSES](#) → [ANALYZE RESULTS](#) → [PRESENT RESULTS](#) [NEW!](#)

CURRENT VIEW ? ^

+ FILTER + COMPARE + SHOW

No rules applied ?

Rules allow you to **FILTER**, **COMPARE** and **SHOW** results to see trends and patterns.

[Learn more »](#)

SAVED VIEWS (1) ? v

EXPORTS ? ^

PAID FEATURE
Export your survey data in .PDF, .XLS, .CSV, .PPTX, or SPSS format.

[UPGRADE](#) [Learn more »](#)

SHARED DATA ? v

RESPONDENTS: 48 of 48

[QUESTION SUMMARIES](#)[DATA TRENDS](#)[INDIVIDUAL RESPONSES](#)

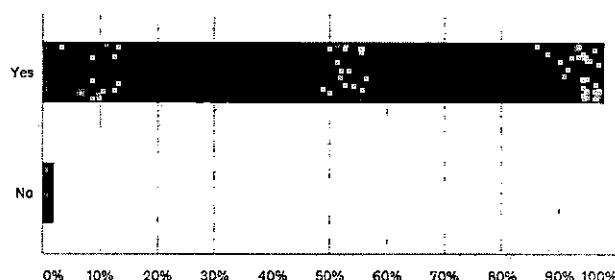
Page 1

Q1

[Customize](#)

Would you be interested in a free textile recycle program in Friendswood if the materials are graded and sorted locally and/or regionally based on quality and condition. The top quality materials will be resold to local outlets, mid grade is exported to international markets and "unusable" materials are processed for raw materials. This program prevents clothing ending up in our landfills at no cost to the resident or city. The program also encourages donations first to local non-profit organizations, the clothing that is unacceptable for a local non-profit clothing donation store is great for a textile recycling program and prevents those items ending up in the land fill.

Answered: 47 Skipped: 1



ANSWER CHOICES

v Yes

v No

TOTAL

RESPONSES

97.87%

2.13%

Q2

[Customize](#)

Would you like the idea of curbside pick up with your weekly recycle program?

Answered: 47 Skipped: 1

ANSWER CHOICES

- ▼ Yes
- ▼ No

TOTAL

RESPONSES

89.36%

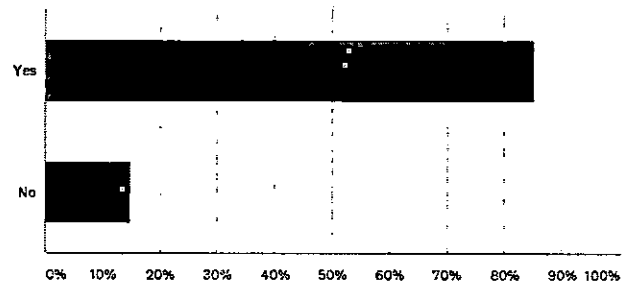
10.64%

Q3

Customize

Do you participate in the weekly recycling pickup in Friendswood?

Answered: 47 Skipped: 1



ANSWER CHOICES

- ▼ Yes
- ▼ No

TOTAL

RESPONSES

85.11%

14.89%

Q4

Comments:

Answered: 18 Skipped: 30

RESPONSES (18) WORD CLOUD TAGS (0)

PAID FEATURE

Text Analysis lets you search and tag comments and see word clouds of frequent words and phrases. To get this feature, upgrade to

UPGRADE

Learn more »



Apply to Selected ▼

Filter by tag ▼

Search responses

Showing 18 responses



No

I'm not a Friendswood resident but I live nearby think it's great that you're considering this.

10/14/2018 6:15 PM

View response



Knowing that y'all will be selling the nicer stuff, I would not want to pay for this service. Also maybe a monthly pickup would be better rather than weekly.

10/14/2018 5:59 PM

View response



Rather than textile I would love to see curbside plastic bag pick up.

SURVEY COMMENTS

I'm not a Friendswood resident but I live nearby think it's great that you're considering this.

10/14/2018 6:15 PM [View respondent's answers](#)



Knowing that y'all will be selling the nicer stuff, I would not want to pay for this service. Also maybe a monthly pickup would work better rather than weekly.

10/14/2018 5:59 PM [View respondent's answers](#)



Rather than textile I would love to see curbside plastic bag pick up.

10/14/2018 1:57 PM [View respondent's answers](#)



Recently purchased a home in Friendswood and believe any good community should do their part to protect the environment by repurposing, reusing, or recycling.

10/12/2018 12:44 PM [View respondent's answers](#)



Great idea

10/12/2018 12:25 PM [View respondent's answers](#)



I think most people clean out there clothes one or two times a year. Therefore, a weekly pickup schedule is probably too much. Clothes recycle pickup might need to be on a different schedule, possibly once a month. Or possibly a central drop off for clothes would work better.

10/12/2018 7:44 AM [View respondent's answers](#)



We should get curbside composting too!

10/12/2018 7:34 AM [View respondent's answers](#)



This is a great idea. I currently use my sister to recycle cloth since she has it in Sugar Land. Being able to have the ability curbside would be great!

10/12/2018 5:46 AM [View respondent's answers](#)



I would love this!

10/11/2018 8:28 PM [View respondent's answers](#)



We should be doing and promoting activities that reduce waste.

10/11/2018 6:46 PM [View respondent's answers](#)



This would be awesome but do other countries still buy it. I've heard of some complaining because it brings down there economy. Still a great idea instead landfill. Have you considered city compost as well?

10/11/2018 6:37 PM [View respondent's answers](#)



My box is broken due to the men throwing from across the street back to my driveway.

10/11/2018 6:19 PM [View respondent's answers](#)



Great idea!

10/11/2018 5:12 PM [View respondent's answers](#)



We love any kind of recycling! We'd even love bigger bins and pick up more than 1x a week!

10/11/2018 4:25 PM [View respondent's answers](#)



Great idea!

10/11/2018 3:21 PM [View respondent's answers](#)



Excellent idea to further Friendswood's recycling effort!

10/11/2018 3:17 PM [View respondent's answers](#)



The only concern I have with curbside pickup is: 1) Trash doesn't throw it away if there is an overlapping date. 2) We already have flea market trollers every pick up date as it is. How can we assure the donations don't end up in the back of a pickup truck and personally sold if curbside is used?

10/11/2018 2:39 PM [View respondent's answers](#)



PLEASE!!!! We need to save this beautiful Earth for the generations to come.

10/11/2018 12:27 PM



LET YOUR CLOTHING BE LOVED AGAIN

Need additional bags? Visit www.SimpleRecycling.com
Call 866.835.5068 or email: info@simplerecycling.com



DONATE FIRST



RECYCLE SECOND

simplerecycling

A convenient collection program for
pre-loved clothing, shoes & accessories

85% OF ALL CLOTHING ENDS UP IN LANDFILLS,
ONLY 15% GETS RECYCLED OR DONATED



STEP 1

Place this bag in your closet
and fill it with clothing & shoes

STEP 2

Set your bag out on your
collection day by 7:00 am

STEP 3

Our friendly drivers will pick up
your bags and leave replacement
bags for future use

BEGINS JANUARY 7, 2019

RECYCLE CLOTHING, SHOES & ACCESSORIES



Brought to you by:



A convenient collection program for
pre-loved clothing, shoes & accessories

Place your orange Simple Recycling
bags where your trash/recycling is
picked up on your collection day



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: 11/05/18

Date Submitted: 10/24/2018

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Water & Sewer Revenue Bonds, Series 2018 and General Obligation Refunding Bonds, Series 2019 – Tentative Schedule of Events

Originating Department: Administrative Services City Attorney Review: N/A

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: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Staff is ready to proceed with the 1st of 2 Water and Sewer Revenue Bonds issuances for utility capital projects as discussed during the FY19 budget development process and the Council work session on 11/5/18. The total of the Water and Sewer Revenue Bonds, Series 2018 will be \$20.025 million and will fund Round 1 of the program which includes the following:

- Lift Station #1 & #17 Combined Reconstruction - \$1,594,000
- Sanitary Sewer System Assessment Phase IV - Construction - \$1,464,000
- Water Plant #1 Tank Rehabilitation - \$1,207,000
- 42-inch Water Main Replacement - Phase I - \$2,531,200
- Sanitary Sewer System Assessment Phase V – Design - \$100,000
- Second Elevated Water Storage Tank Rehabilitation - \$954,000
- Sanitary Sewer System Assessment Phase VI – Design - \$100,000
- Surface Water Station #3 - \$3,600,000
- Lift Station #23 Reconstruction - \$2,540,000
- Sanitary Sewer Plant Additional Capacity - phase II - \$1,000,000
- Lift Station #4 Reconstruction - \$1,594,000
- Sanitary Sewer System Assessment Phase VII – Design - \$175,000
- Automated Meter Implementation - \$3,000,000

Bond issuance costs will also be funded with the bond proceeds.

In addition to this issuance, we have an opportunity to refinance the remaining portions of the General Obligation Bonds, Series 2010A and the Refunded General Obligation Bonds Series, 2010B (supported by water and sewer revenue). If we refinance these bonds, the estimated interest costs savings (net of issuance costs) is \$178,723. The proposed General Obligation Refunding Bonds, Series 2019 would be \$3,710,000. We would continue to support the Waterworks and Sewer System Bonds, Series 2010B portion of the debt with water and sewer system revenues.

John Robuck with BOK Financial Securities, Inc., our financial advisors, will be in attendance to review and discuss this opportunity. A tentative Schedule of Events is presented for your consideration and action.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the Water and Sewer Revenue Bonds, Series 2018 will enable the City to begin construction on the projects listed above. Issuance of the General Obligation Refunding Bonds, Series 2019 will enable us to save \$178,723 on future water and sewer debt interest payments.

RECOMMENDATIONS

Staff recommends approval of the Tentative Schedule of Events

ATTACHMENTS

[Tentative Schedule of Events](#)



City of Friendswood, Texas

Tentative Schedule of Events

October - 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November - 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December - 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January - 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

\$20,025,000* Waterworks and Sewer System Revenue Bonds, Series 2018

\$3,725,000* General Obligation Refunding Bonds, Series 2019

Date	Action	Role
Tuesday, October 23 rd	First Draft of Preliminary Official Statements (POS)	BOKFS
Tuesday, October 30 th	Second Draft of POS	BOKFS, MPH, City
Monday November 5 th	Council Meeting to Review Schedule of Events	BOKFS, City
Friday, November 9 th	Third Draft of POS	BOKFS, MPH, City
Week of November 12 th	Rating Agency Calls	BOKFS, City
Monday, November 19 th	Final Draft of POS	BOKFS, MPH, City, UW
Monday, November 26 th	Print and Distribute Final POS	BOKFS, UW
Monday, December 3rd	Pricing of Waterworks and Sewer System Revenue Bonds, Series 2018 and General Obligation Refunding Bonds, Series 2019	BOKFS, MPH, City, UW
	Council Meeting to Approve Sales	
Thursday, December 27th	Closing of Waterworks and Sewer System Revenue Bonds, Series 2018	BOKFS, MPH, City, UW
Tuesday, January 8, 2019	Closing of General Obligation Refunding Bonds, Series 2019	BOKFS, MPH, City, UW

Participants

City – City of Friendswood, Texas
 BOKFS – BOK Financial Securities, Inc.
 MPH – McCall, Parkhurst & Horton L.L.P.
 UW - Underwriters

* Preliminary, subject to change.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: 10/23/2018

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Acceptance of Axon Enterprises, Inc. (formerly TASER) Contract

Originating Department: Police Department

City Attorney Review: Yes

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: \$52,000

Amount Budgeted: \$52,000*

Appropriation Required: \$0*

Source of Funds: General Fund

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

This item is a contract to purchase 40 new Tasers, holsters, duty cartridges, and replacement batteries on a 5-year term, inclusive of a 5 year warranty for a fixed price. Additionally, as part of the contract there with no price increases for 5 years while allowing for a trade-in of our current Tasers.

The quotation lists an initial 1st year payment of \$7,200 and four annual payments of \$11,200 each.

*Funding for replacement and maintenance of tasers and related equipment is included in the Police Department's adopted current services budget will be utilized for this contract.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This provides the City savings as well as the ability to project and stabilize future costs. Current tasers are at the end of life and need to be replaced. Average pricing goes up a minimum of 3.5% per year. This contract allows us to keep stable pricing for 5 years by utilizing similar equipment that officer have previously received training to use providing Department standardization and compatibility. The taser significantly increases officer safety while fulfilling law enforcement's commitment to protecting citizens.

RECOMMENDATIONS

Approve the contract with Axon Enterprises, Inc. (formerly TASER) and authorize the Mayor and City Manager to execute.

ATTACHMENTS

[Friendswood PD - Taser60 X26p 40 Trade up 40](#)
[T60 Sole Source Letter](#)
[TASER 60 Term Friendswood rev 2](#)

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 378-6152

Josh Rogers
(281) 996-3340
jrogers@ci.friendswood.tx.us



Quotation

Quote: Q-186009-1
Date: 10/16/2018 10:03 AM
Quote Expiration: 12/31/2018
Contract Start Date*: 10/16/2018
Contract Term: 5 years

AX Account Number:
204092

Bill To:
Friendswood Police Dept. - TX
1600 WHITAKER DR
Friendswood, TX 77546
US

Ship To:
Josh Rogers
Friendswood Police Dept. - TX
1600 WHITAKER DR
FRIENDSWOOD, TX 77546
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jason Maxwell	(480) 502-6201	jmaxwell@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Initial Payment - Taser 60 Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 280.00	USD 11,200.00	USD 4,000.00	USD 7,200.00
40	11002	BLACK X26P CEW, HANDLE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11010	XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	44203	25 FT STANDARD CARTRIDGE, X26/X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Initial Payment - Taser 60 Year 1 Total Before Discounts:						USD 11,200.00
Initial Payment - Taser 60 Year 1 Discount:						USD 4,000.00
Initial Payment - Taser 60 Year 1 Net Amount Due:						USD 7,200.00

Taser 60 Year 2 - 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 280.00	USD 11,200.00	USD 0.00	USD 11,200.00
Taser 60 Year 2 - 2019 Total Before Discounts:						USD 11,200.00
Taser 60 Year 2 - 2019 Net Amount Due:						USD 11,200.00

Taser 60 Year 3 - 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 280.00	USD 11,200.00	USD 0.00	USD 11,200.00
Taser 60 Year 3 - 2020 Total Before Discounts:						USD 11,200.00
Taser 60 Year 3 - 2020 Net Amount Due:						USD 11,200.00

Taser 60 Year 4 - 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 280.00	USD 11,200.00	USD 0.00	USD 11,200.00
Taser 60 Year 4 - 2021 Total Before Discounts:						USD 11,200.00
Taser 60 Year 4 - 2021 Net Amount Due:						USD 11,200.00

Taser 60 Year 5 - 2022

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 280.00	USD 11,200.00	USD 0.00	USD 11,200.00
Taser 60 Year 5 - 2022 Total Before Discounts:						USD 11,200.00
Taser 60 Year 5 - 2022 Net Amount Due:						USD 11,200.00

Grand Total USD 52,000.00

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-186009-1

Please sign and email to Jason Maxwell at jmaxwell@taser.com or fax to (480) 378-6152

THANK YOU FOR YOUR BUSINESS!

'Protect Life'© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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Certificate of Destruction

Agency Name:			
Quote/PO Number:			
Product/ Quantity to be destroyed:	M26:	X26:	Other:

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

Signature (Digital is acceptable or scan)

Printed name, title

Date

Return the signed form to your sales representative along with your purchase order/quote.

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 9, 2017

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Product Packages

A sole source justification exists because the TASER 60 plan required to satisfy the agency's needs is only provided by Axon Enterprise, Inc.

Axon Product Packages

1. **Officer Safety Plan:** Includes a conducted electrical weapon (CEW), Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
3. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
4. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to received unlimited cartridges and batteries.
5. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

The 'Delta Axon' logo, Axon, Evidence.com, TASER CAM, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. **TASER 60 Term**. TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (**Start Date**). The TASER 60 Term will end 5 years after the Start Date (**Term**).
2. **Payment Terms**. Axon invoices for the TASER 60 plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If the governing body of the City of Friendswood fails to appropriate funds for payments of years 2, 3, 4, or 5, the Agreement will be terminated, upon prior notice to Axon.
3. **Taxes**. Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
4. **Shipping; Title; Risk of Loss; Rejection**. Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. If Agency requests expedited shipping, Agency is responsible for any expedited shipping charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
5. **Returns**. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
6. **Hardware Limited Warranty**. Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
7. **Warranty Limitations**. The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

To the extent permitted by law, Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

8. **Warranty Returns**. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

9. **TASER 60 Warranty Coverage**. TASER 60 includes extended warranty coverage for TASER CEW hardware specifically identified in the Quote and as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

10. **Spare Product**. For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the end of the Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

11. **Product Warnings**. See our website at www.axon.com for the most current product warnings.



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

- 12. Design Changes**. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.
- 13. TASER 60 Termination**. If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for any reason, then:
- 13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
 - 13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
 - 13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.
- 14. Excusable Delays**. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 15. Proprietary Information**. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firm ware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16. Import and Export Compliance**. In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 17. Assignment**. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
- 18. Severability**. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 19. Governing Law; Venue**. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 20. Entire Agreement**. This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

City of Friendswood

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

TASER Assurance Plan (Purchased with TASER60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1** **TAP Term**. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.
- 2** **TAP Upgrade Models**. Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

- 3** **TAP Termination**. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
 - 3.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
 - 3.2.** Axon will not and has no obligation to provide the free upgrades.
 - 3.3.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
 - 3.4.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered product.



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 29, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Capital Improvement Advisory Committee

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: Resolution

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

Chapter 395 of the Local Government Code outlines steps required in order for cities to charge impact fees. One of those requirements is to appoint a Capital Improvement Advisory Committee. State law allows the Planning and Zoning Commission to act as the Capital Improvement Advisory Committee as long as at least one member of the Commission is a representative of the real estate, development or building industry who is also not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the Commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the Commission when it acts as the advisory committee. The chapter authorizes the political subdivision to establish the rules of procedure for the committee.

The Capital Improvement Advisory Committee serves as an advisory capacity and is established to:

- a) To advise and assist the City in adopting land use assumptions;
- b) To review the capital improvements plan and file written comments;
- c) To monitor and evaluate implementation of the capital improvement plan;
- d) To file semi-annual reports with respect to progress of the capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fee; and
- e) To advise City Council of the need to update or revise the land use assumptions, capital improvements plan or impact fees.

The Planning and Zoning Commission has been serving as the Capital Improvement Advisory Committee for a number of years. However, Resolution 89-4 requires three members on the committee in addition to the Planning and Zoning Commissioners, and required a quorum of six members, which is beyond the requirements of state law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Adopting the revisions will make our rules consistent with state law and current Planning and Zoning Commission rules.

RECOMMENDATIONS

Staff is requesting to revise the rules of procedure for the CAIC to be consistent with state law and with the rules of procedure for the Planning and Zoning Commission.

ATTACHMENTS

[Resolution](#)

RESOLUTION R2018-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ESTABLISHING A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AND ADOPTING PROCEDURAL RULES TO CARRY OUT ITS DUTIES IN ACCORDANCE WITH THE IMPACT FEE STATUTES FOUND IN TEXAS LOCAL GOVERNMENT CODE CHAPTER 395; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Chapter 395 of the Texas Local Government Code (“Chapter 395”) authorizes political subdivisions to finance capital improvements associated with new development in municipalities; and

WHEREAS, this legislation requires that a Capital Improvements Advisory Committee (“Advisory Committee”) be appointed by the governing body to advise the City Council on certain matters related to the procedures promulgated by Chapter 395; and

WHEREAS, the legislation further requires that the City Council adopt procedural rules for the Advisory Committee to follow in carrying out its duties;

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

Section 1. That the following appointments, assignments and procedures be adopted in conjunction with the requirements of Chapter 395:

A. Establishment of Advisory Committee.

There is hereby established an advisory committee to the City Council named the “Capital Improvements Advisory Committee.”

B. Membership, Compliance and Appointment.

1. The Capital Improvements Advisory Committee (CIAC) shall be composed of the members of the Planning and Zoning Commission, since at least one commissioner is a representative of the real estate, development or building industry and is not an employee or official of a political subdivision or a governmental entity. In the future, if no such representative is a member of the Planning and Zoning Commission, the Commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the Planning and Zoning Commission when it acts and the advisory committee.
2. The Chairperson and Vice-Chairperson, respectively, of the Planning and Zoning Commission shall serve as Chairperson and Vice-Chairperson of the CIAC.
3. The Chairperson, or in his/her absence, the Vice-Chairperson, shall preside over all meetings of the CIAC. In the event both the Chairperson and Vice-Chairperson are absent, a majority of members present may appoint a member to preside over the meeting.
4. The City Council reserves the right to appoint additional members of the CIAC if required to replace a member due to a resignation or for any other purpose needed to fulfill the composition requirements of Chapter 395.

C. Functions and Duties.

1. The Advisory Committee shall serve in an advisory capacity.
2. The Advisory Committee is established:
 - a. To advise and assist the City in adopting land use assumptions;
 - b. To review the capital improvements plan and file written comments;
 - c. To monitor and evaluate implementation of the capital improvement plan;
 - d. To file semi-annual reports with respect to progress of the capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fee; and
 - e. To advise City Council of the need to update or revise the land use assumptions, capital improvements plan or impact fees.

D. Conduct of the Advisory Committee.

1. The CIAC shall conduct Committee business only when a quorum is present. Four (4) members shall constitute a quorum and no action of the CIAC shall be valid unless adopted by the affirmative vote of four (4) or more members.

2. The CIAC shall meet at sufficient intervals to accomplish its functions and duties.
3. Meetings will be held at Friendswood City Hall and will be held at the call of the Chairperson.
4. All items for consideration will be submitted to the Secretary at least 96 hours prior to the meeting at which they are to be considered.
5. The agenda for all meetings will be posted at City Hall no less than 72 hours prior to the start of the meeting.
6. The Secretary of the Planning and Zoning Commission shall be the Secretary for the CIAC and shall act as the recording clerk of the Committee. By his or her signature, the Secretary shall certify the correctness of all minutes, shall record all actions taken by the Committee, shall record the vote on each motion when by ayes and nays. In the absence of the Secretary, any suitable person may be appointed by the Chairperson to serve as Secretary-Pro Tem of the meeting.
7. An approved copy of the minutes of each meeting shall be maintained in accordance with the requirements of the Open Meetings Act.
8. Except when in conflict with State law, City ordinance or Rules of Procedure adopted by this Resolution, the Rules of Procedure prescribed in the most current version of Robert's Rules of Order shall govern proceedings of CIAC.
9. The CIAC shall provide Committee Reports to the City Council that include comments and recommendations regarding Land Use Assumptions, Capital Improvements Plans and Impact Fees. The Committee Report shall be submitted before the fifth business day before the date of the public hearing on amendments and at such other times as shall be deemed appropriate.

E. Responsibilities of the City Government

The City Council and City staff shall make available to the Advisory Committee any Professional reports regarding the development or implementation of land use plans, capital improvements plans, utility financial analyses, or any other information that may be available relevant to the development of impact fees under Chapter 395.

Section 2. That the City Council has found and determined that the meeting at which this Resolution is considered was open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended and that a quorum of the City Council was present.

Section 3. That this Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this the 5th day of November, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: 10/24/18

Dept. Clearances: Terry Byrd

Prepared by: B. Mansfield

Subject: Establish Fees for Ground Emergency Medical Services

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Ordinance

Degree of importance: Critical ☒ Significant ☐ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At three subsequent meetings starting in July, City Council:

- Selected the Friendswood Volunteer Fire Department for Ground Emergency Ambulance Services;
- Awarded EMS Billing and Collection Services to Emergicon; and
- Authorized the City Manager to negotiate an amendment to the current contract with the Friendswood Volunteer Fire Department to include EMS billing.

The next step for the implementation of EMS billing is to set charge rates for EMS services. With the assistance of Emergicon and the FVFD, the attached ordinance was developed setting charge rates for ambulance services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The charging of Emergency Medical Services will provide a revenue stream for the City to offset increasing provider cost; reducing the burden on tax payers.

RECOMMENDATIONS

Staff recommends that Council approve the ordinance establishing fees for Ground Emergency Medical Services to be provided by Friendswood Volunteer Fire Department, Inc., as the Contractor for the City of Friendswood

ATTACHMENTS

[Ordinance](#)

(Title: An Ordinance establishing fees for Ground Emergency Medical Services.)

ORDINANCE NO. T2018-30

**AN ORDINANCE ESTABLISHING FEES FOR GROUND
EMERGENCY MEDICAL SERVICES TO BE PROVIDED BY
THE FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT,
INC., AS THE CONTRACTOR FOR THE CITY OF
FRIENDSWOOD, TEXAS, AND PROVIDING AN EFFECTIVE
DATE.**

* * * * *

WHEREAS, on July 2, 2018, the City Council awarded the provision of Ground Emergency Ambulance Service to Friendswood Volunteer Fire Department, Inc., who will provide these services as the contractor for the City of Friendswood, Texas; and

WHEREAS, on August 8, 2018, the City Council awarded the contract for Emergency Medical Services (EMS) billing and collection services to Emergicon; and

WHEREAS, on September 10, 2018, the City Council authorized the City Manager to negotiate an amendment to the current contract with the Friendswood Volunteer Fire Department, Inc., to include EMS billing, and the next step for the implementation of EMS billing is to establish fees for Ground Emergency Medical Services.

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

Section 1. That the following fees are hereby adopted and established for Ground Emergency Medical Services to be provided by Friendswood Volunteer Fire Department, Inc., as the contractor for the City of Friendswood, Texas:

Advanced Life Support (ALS) Transport	\$1,100
Advanced Life Support (ALS) -2 Transport	\$1,300
Basic Life Support (BLS) Transport	\$1,000

Advanced Life Support (ALS) Disposables (Flat Rate)	\$400
Basic Life Support (BLS) Disposables (Flat Rate)	\$200
Oxygen	\$125
Specialty Care Transport (SCT)	\$1,663
Treat No Transport (TNT)	\$250
Ground Mileage	\$15 per mile

Section 2. That in the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 3. That this ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on first reading this 5th day of November, 2018.

PASSED, APPROVED, AND ADOPTED on second and final reading this 3rd day of December, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 9, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Amendments to Chapter 14. Buildings and Building Regulations – remove fee requirement for contractors and change all electrician license references to state license, rather than city issued

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 1st 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

As a result of the approved fee changes regarding contractor registrations (not requiring the \$100 annual fee for a new registration and \$50 annual renewal fee), the proposed ordinance removes the fee requirement. All contractors are still required to register and provide current general liability insurance and state issued licenses, if applicable.

Additionally, the proposed ordinance change removes the language relating to City issued electrical licenses. The State took over electrical licensing in September 2003. Additionally, the ordinance changes references from the "City Manager or his designee" to "Building Official" in overseeing issuance and maintenance of city issued contractor registrations.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These changes bring our local ordinance in line with state laws and other adopted ordinances.

RECOMMENDATIONS

Staff recommends adoption of the proposed changes.

ATTACHMENTS

[Ordinance](#)

(Title: An ordinance amending Sec. 14-2 to remove the requirement for contractor registration fees (new and renewals), and amending Secs. 14-63, 14-118, 14-160, 14-162, and repealing Division 6. Electrician's Licenses Secs. 14-229 through 14-233 of the Code of Ordinances pertaining to electrical permits and application for licensing, to be consistent with new state laws.)

ORDINANCE NO. 2018-31

AN ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS" BY AMENDING SECTION 14-2 "REGISTRATION AND LICENSING OF PROVIDERS AND REPAIR SERVICES" RELATING TO CONTRACTOR REGISTRATION FEES, AND AMENDING SECTION 14-63 "LICENSE REQUIRED", SECTION 14-118 "RESPONSIBILITY FOR INSPECTION AND FEES", SECTION 14-160 "WHO MAY OBTAIN", SECTION 14-162 "SCHEDULE OF FEES" AND REPEALING DIVISION 6. SECTIONS 14-229 THROUGH 14-233 RELATING TO ELECTRICIAN'S LICENSING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

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

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

Section 2. Chapter 14 of the Code of Ordinances entitled "Buildings and Building Regulations", Section 14-2 (c) and (d) are hereby amended to read as follows:

"Sec. 14-2. – Registration and licensing of providers and repair services.

(c) *Registration; filing of application.* It shall be unlawful for any building contractors to do business in the City of Friendswood without having first registered with the city and received

a building contractors license. Registrants/applicants shall register and file applications with the building permits department ~~city manager or his designee at city hall~~. Such registration/application form shall include the name of the building contractor, the principal office address (not a P.O. box), the name, address and phone number(s) of an individual who will be available to respond to questions or complaints, proof of comprehensive general liability insurance with minimum limits of \$300,000.00 per occurrence, and such other information as the building official ~~city manager~~ deems necessary and appropriate for the proper identification and location of such applicant/registrant. Required policies of insurance shall be issued by a carrier duly authorized to write such coverage in Texas, and must also contain a completed operations endorsement. An applicant shall, under oath, provide the building official ~~city manager~~ with a statement describing the general nature of the business to be conducted and give true and correct information as may be called for on the registration form, application or certificate provided by the city. Contractors who are ~~already~~ registered with the city shall, ~~in addition to payment of the annual fee required under appendix D,~~ be required to maintain proof of insurance as described herein.

- (d) ~~Fees.~~ Building contractor license fees are hereby fixed pursuant to appendix D of the Code of Ordinances and represent the administrative cost to the city for processing such applications and issuing necessary license certificates. License fees shall be paid in full at the time of issuance of the license.
- (de) *Transfer of license.* Each license issued pursuant hereto shall be personal to the applicant/registrant, and may not be transferred to any other building contractor.
- (ef) *Display of license.* A true and correct copy of each license issued hereunder shall be carried by every person operating pursuant to such licensee within the city, and shall be exhibited to any authorized enforcement officer when so requested.
- (fg) *License revocation or suspension.* Each license granted under this section is a permit to engage in the business for which such license is granted while and only during such period said business is conducted in a lawful manner. The city hereby reserves the right to revoke or suspend any license which has been granted hereunder, if the licensee, or the licensee's agent or employee acting within the scope of his employment, violates this section or any other city, state, or federal law. If after issuance of a license, the building official ~~city manager~~ receives evidence that such business is not being conducted in a lawful manner, he shall, prior to revocation of such license, give written notice thereof to the licensee, which notice shall specify the violation with which the licensee is charged and a date, time and place at which a hearing before the building official ~~city manager~~ shall be held with regard to the violation. The licensee shall have an opportunity to be heard at such hearing, shall have the right to be represented by counsel, and shall have the right to introduce and submit evidence in opposition to such revocation.
- (gh) *Penalty for violation.* Any person who shall violate any provision of this section 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 3. Chapter 14 of the Code of Ordinances entitled “Buildings and Building Regulations”, Section 14-63 is hereby amended to read as follows:

Sec. 14-63. - License required.

No electrical work of any type shall be done by any individual or company without a ~~current~~ valid, unexpired state ~~city~~ electrical license, except that a property owner performing electrical work with his own hands in a building or on the surrounding property owned by him and registered as his homestead may be issued a permit to do electrical work on his homestead without a state ~~city~~ license.

Section 4. Chapter 14 of the Code of Ordinances entitled “Buildings and Building Regulations”, Section 14-118 is hereby amended to read as follows:

Sec. 14-118. - Responsibility for inspection and fees.

It shall be the duty of the electrical inspector to enforce the provisions of this article. He shall, upon application by electricians licensed by the state ~~city~~, collect and account for the fees and deposits fixed and provided for in this article, and shall make inspections of electrical installations and perform such other acts and duties as are provided for in this article.

Section 5. Chapter 14 of the Code of Ordinances entitled “Buildings and Building Regulations”, Section 14-160 is hereby amended to read as follows:

Sec. 14-160. - Who may obtain.

- (a) Except as otherwise specifically provided in this article, no permit shall be issued to any person who is not the holder of a valid unexpired master electrician's license. A master electrician who is employed as a master electrician for a person shall take out building electrical permits (electrical) only for that person and shall supervise, direct and control the electrical work for which the building electrical permit (electrical) is obtained. A master electrician who is engaged in the electrical business for himself shall take out building electrical permits (electrical) for his business only and no building electrical permits (electrical) shall be taken out by any master electrician who does not supervise, direct and control the electrical work for which the permit is obtained. ~~Each master electrician may appoint not more than two of his full-time employees to act as his agents in obtaining permits by filing with the electrical inspector an affidavit sworn to before an officer authorized to administer oaths, stating the name and address of each such agent, that each agent is a regular and full-time employee under the supervision of such master electrician, and that such master electrician assumes all and full responsibility for any permit taken out or applied for by any such agent. Such affidavit shall be permanently filed by the electrical inspector, but this provision is intended only as a convenience to master electricians in handling ordinary electrical work and shall never be construed as making the delivery of a permit to any agent mandatory upon the electrical inspector.~~

Section 6. Chapter 14 of the Code of Ordinances entitled “Buildings and Building Regulations”, Section 14-162 is hereby amended to read as follows:

Sec. 14-162. - Schedule of fees.

Before any permit will be granted for the installation or alteration of electrical work, the licensed electrician making application for such building permit shall pay ~~to the electrical inspector~~ the building permit (electrical) fees in such amount as established by resolution and printed in Appendix D to this Code.

Section 7. Chapter 14 of the Code of Ordinances entitled “Buildings and Building Regulations”, Division 6 – Electrician’s Licenses Sections 14-229 through 14-233 are hereby repealed:

Sec. 14-229 – 233. Reserved

~~Sec. 14-229. — Required.~~

~~— Except as otherwise provided in this division, no person shall engage in the business of contracting for, installing, altering, or repairing any electrical work within the city which is regulated by this division unless such person shall hold a valid, unexpired master electrician’s license granted in accordance with state law.~~

~~Sec. 14-230. — Applications.~~

~~Every application for a license as a master electrician, journeyman electrician, master sign electrician, journeyman sign electrician, residential wireman, maintenance electrician, or apprentice electrician shall be made upon a form furnished by the electrical inspector. Every application shall state the name, date of birth, residence and business address of the applicant. Each applicant shall supply a copy of their current state electrical license.~~

~~Sec. 14-231. — Term and renewal.~~

~~No license under this article shall be issued for more than a year, and such license may be renewed from year to year upon application by the holder of such license. All licenses shall expire on December 31 of each year.~~

~~Sec. 14-232. — Issuance.~~

~~Upon the submission of satisfactory proof that an applicant is licensed by the state as a master electrician, journeyman electrician, master sign electrician, journeyman sign electrician, residential wireman, maintenance electrician, or apprentice electrician, the electrical inspector, upon payment of such fees and upon fulfillment of such other requirements as are specified in this article, shall issue to each applicant the class of license which such person is qualified to receive under the provisions of this article~~

~~Sec. 14-233. Restrictions on work beyond scope of license.~~

~~— It shall be unlawful for the holder of any license issued under the provisions of this division to engage in any phase of the electrical business or perform any work in the electrical trade other than such business or work authorized by the class of license or permit held by him. The master,~~

~~journeyman, or when applicable, residential wireman electrician responsible shall be present, on the site, whenever electrical materials, products or equipment are being installed.~~

Section 8. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 9. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 10. This ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED AND APPROVED on first reading this 5th day of November, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 3rd day of December, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 29, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Capital Improvement Plan, Land Use Assumption and Impact Fee Update 2018

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 1st reading of Ordinance to establish an order for 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

Impact fees are capital recovery fees that are charged based on new development and the funds are used to improve the City's infrastructure to serve the new development. The City of Friendswood charges impact fees for water and sewer connections. Any time a new tap is added to the system, an impact fee that is based on the meter size is assessed. Currently, for a new one inch tap/meter, the impact fee is \$2,928 (\$840 goes towards sewer impact fees and \$2088 goes towards water impact fees).

Chapter 395 of the Local Government Code authorizes cities to collect impact fees. In order to ensure that fees are assessed accurately and are representative of the impact of new development on the water and sewer systems, the City is required to update the Land Use Assumptions and Capital Improvement Plan every five years. The Land Use Assumptions project population growth and the Capital Improvement Plan outlines the capital projects needed to serve the new development that the funds could be used to complete.

The proposed ordinance adopts an order to establish the public hearing date of January 7, 2019, in order to discuss and review the updated land use assumptions and capital improvements plan and amendment of impact fees, as required by Texas Local Government Code Section 395.053.

The 2018 update of the Land Use Assumptions, Capital Improvement Update is also being provided. The study will be reviewed by the Capital Improvement Advisory Committee.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

In order to keep charging impact fees, the steps to update the Land Use Assumptions, Capital Improvement Plan and Impact Fees are required. Charging impact fees provides a funding mechanism for water and sewer capital projects.

RECOMMENDATIONS

The Capital Improvement Advisory Committee will provide written comments in the proposed impact fees before the fifth business day before the date of the public hearing.

ATTACHMENTS

[Ordinance](#)
[Draft 2018 Update](#)

(Title: An Ordinance adopting an order setting a public hearing to discuss and review the updated land use assumptions and capital improvements plan and amendment of impact fees, as required by Texas Local Government Code Section 395.053.)

ORDINANCE NO. T2018-32

AN ORDINANCE ADOPTING AN ORDER SETTING A PUBLIC HEARING ON JANUARY 14, 2019, AT 7:00 P.M., TO DISCUSS AND REVIEW THE UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND AMENDMENT OF IMPACT FEES.

* * * * *

WHEREAS, on November 5, 2018, the City Council received the update of the land use assumptions and the capital improvements plan and the amended impact fee; and

WHEREAS, pursuant to Texas Local Government Code Section 395.053, the governing body shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan and the amended impact fee, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan and amend the impact fee amount.

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

Section 1. That the City Council of the City of Friendswood, Texas, hereby adopts an order setting a public hearing date of January 14, 2019, at 7:00 p.m. in the City Hall City Council Chambers located at 910 South Friendswood Drive, Friendswood, Texas, to discuss and review the updated land use assumptions and capital improvements plan pursuant to Texas Local Government Code Section 395.053.

Section 2. That the City shall publish notice of this hearing before the 30th day before the date set for the hearing in the Friendswood Reporter News newspaper, advising the public of the time, date and location of the hearing and notifying the public of its right to appear at the hearing and present evidence for or against the update.

Section 3. That on or before the date of the publication notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Section 4. That in the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. That this ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on first reading this 5th day of November, 2018.

PASSED, APPROVED, AND ADOPTED on second and final reading this 3rd day of December, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

IMPACT FEE STUDY

2018 UPDATE STUDY OF LAND USE ASSUMPTIONS,
CAPITAL IMPROVEMENTS PLAN & IMPACT FEES

WATER SUPPLY/DISTRIBUTION AND
WASTEWATER TREATMENT/COLLECTION

CITY OF FRIENDSWOOD, TEXAS



OCTOBER 2018

PREPARED BY:

DANIEL  SCOTT
ENGINEERING, LLC

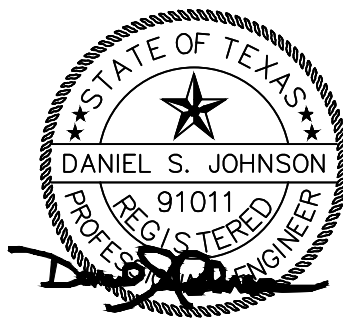
19701 MORRIS AVENUE, MANVEL, TEXAS 77578
TBPE F-9827

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

ADVISORY COMMITTEE

MEMBER
MEMBER
MEMBER
MEMBER
MEMBER
MEMBER
MEMBER

JOE MATRANGA
RICHARD CLARK
BRETT BANFIELD
ERIC GUENTHER
LISA LUNDQUIST
RICHARD SASSON
MARCUS PERRY



10/30/2018

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

TABLE OF CONTENTS

I.	INTRODUCTION	5
A.	BACKGROUND	5
B.	ADVISORY COMMITTEE	6
C.	PLANNING PERIOD	6
D.	CAPITAL IMPROVEMENTS	6
E.	IMPACT FEES	6
II.	LAND USE ASSUMPTIONS	7
A.	BASIS	7
B.	SERVICE AREA	7
C.	POPULATION PROJECTIONS	8
D.	GROWTH RATE	10
III.	CAPITAL IMPROVEMENTS PLAN	11
A.	CAPITAL IMPROVEMENTS PROGRAM	11
B.	EXISTING CAPITAL IMPROVEMENTS	12
	1. WATER SUPPLY AND DISTRIBUTION	12
	2. WASTEWATER COLLECTION AND TREATMENT	13
C.	PROJECTS	14
D.	PROJECT DESCRIPTIONS	15
E.	EQUIVALENT SERVICE UNITS	17
IV.	IMPACT FEES	22
A.	ADMINISTRATIVE ITEMS	22
B.	MAXIMUM IMPACT FEE DETERMINATION	23
V.	SUMMARY AND RECOMMENDATIONS	24

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

LIST OF TABLES

1.	IMPACT FEE STUDY UPDATE SUMMARY	5
2.	US CENSUS BUREAU	8
3.	HGAC POPULATION PROJECTIONS	9
4.	1.5% ANNUAL GROWTH RATE PROJECTIONS	10
5.	WATER PROJECTS FOR EXISTING NEEDS	12
6.	WASTEWATER PROJECTS FOR EXISTING NEEDS	13
7.	CAPITAL IMPROVEMENTS PLAN	14
8.	EQUIVALENT METER TABLE	17
9.	CURRENT RESIDENTIAL METER SUMMARY	18
10.	CURRENT NON-RESIDENTIAL METER SUMMARY	19
11.	CURRENT WATER METER SUMMARY	20
12.	EQUIVALENT SERVICE UNITS	21
13.	MAXIMUM IMPACT FEES	23
14.	PREVIOUS IMPACT FEES	24

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

I. INTRODUCTION

A. BACKGROUND

The City of Friendswood, Texas has elected to adopt Water and Wastewater Impact Fees to assist in the financing of Capital Improvements for those systems that are necessitated by growth and development anticipated in the City. These Impact Fees were first adopted on June 4, 1990 by Resolution No. 90-22, in accordance with the provisions of the, then current State Law.

The State Law originally required that impact fees be reviewed and updated at least every three years from the adoption date; however, the legislation was amended to revise the maximum period to five years between required updates. Table 1 provides a historical summary of all updates to the Impact Fee Study for the City of Friendswood:

TABLE 1
IMPACT FEE STUDY UPDATE SUMMARY

Year	Revision	Resolution	Preparer
1990	Original	R90-22	Brown & Gay Engineers, Inc.
1991	Amendment	R91-4	Brown & Gay Engineers, Inc.
1993	Update #1	R93-24	Brown & Gay Engineers, Inc.
1997	Update #2	R97-48	Claunch & Miller, Inc.
2000	Update #3	R2000-40	Claunch & Miller, Inc.
2003	Update #4	R2003-47	Claunch & Miller, Inc.
2008	Update #5	R2008-17	HDR/Claunch & Miller, Inc.
2013	Update #6	R2013-11	JET Civil Consulting, LLC
2018	Update #7	R2018-	Daniel Scott Engineering, LLC

In 2013, the City Council authorized JET Civil Consulting, LLC to prepare the update of the Land Use Assumptions, Capital Improvements Plan (CIP), and Impact Fee Study in accordance with Chapter 395 of the Local Government Code (Impact Fee Legislation), which is the state legislation regulating this adoption process.

In July 2018, the City authorized Daniel Scott Engineering, LLC (DSE) to prepare the required five-year update of the 2013 Study. This document includes the basis for determination of the Water and Wastewater Impact Fee per Equivalent Service Unit (ESU), based on Land Use Assumptions and the corresponding CIP.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

B. ADVISORY COMMITTEE

The City Council has appointed an Advisory Committee to give policy direction, guide the public hearing process, and make a recommendation to the Council regarding the final report and fee amount. This committee consists of the Friendswood Planning and Zoning Commission (P&Z), which currently has at least one member representing the real estate industry, as required by the Impact Fee Legislation.

C. PLANNING PERIOD

The City of Friendswood is located in a high growth corridor along Interstate 45, approximately 20 miles southeast of the City of Houston, and about 30 miles northwest of the City of Galveston. The planning period for this Impact Fee Study will be for the ten-year period from 2018-2028 in accordance with requirements of the aforementioned Chapter 395. Population projections and resulting growth for the planning period can be found in the Land Use Assumptions, and details of the projects are shown in the CIP.

D. CAPITAL IMPROVEMENTS

Water and Wastewater Capital Improvements are defined as *“any facility that has a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision: water supply, treatment and distribution facilities; wastewater collection and treatment facilities.”*

Costs for system improvements necessitated by regulatory changes, maintenance requirements, or to correct deficiencies in existing developed areas are not eligible for reimbursement by impact fees and are therefore not included in the CIP developed for the purposes of this study. Many of the improvements may be financed through the issuance of bonds, and therefore finance charges can be estimated and included in the fee calculation. Acquisition of land, easements, and engineering costs for the projects are also eligible under the legislation and can be included in the calculation.

E. IMPACT FEES

This document will establish the projected number of Equivalent Service Units estimated to be added to the City of Friendswood’s water and wastewater system over the Planning Period, as well as the anticipated areas, which will require these services. The required Capital Improvements to be constructed can then be determined with cost estimates that will be utilized to calculate the proposed Impact Fees.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

II. LAND USE ASSUMPTIONS

A. BASIS

The Land Use Assumptions established herein are based on the following:

- The City's current Zoning Map
- The City's Capital Improvements Program 2017 Update
- The City's Comprehensive Plan adopted in 1998
- Vision 2020
- 2001 Groundwater Reduction Plan
- Area Growth projections provided by HGAC and other sources
- United States Census Bureau data and previous historical data
- Current growth trends experienced in the City
- Availability of vacant tracts in the City

B. SERVICE AREA

The Impact Fee Legislation defines Land Use Assumptions as: *“a description of the service area and projections of changes in land uses, densities, intensities and population in the service area over at least a ten-year period.”* The City of Friendswood has elected to define the service area for Impact Fees as the current City Limits. The legislation also allows the City to impose impact fees in the City's Extraterritorial Jurisdiction (ETJ); however, the City of Friendswood has no ETJ.

The City has elected to establish Impact Fees on a system-wide basis. Currently, the City has no standalone systems (Municipal Utility Districts) providing water and wastewater to residents and businesses.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

C. POPULATION PROJECTIONS

According to the United States Census Bureau (Table 2), the population for the City of Friendswood was estimated at 39,839 on July 1, 2017. This represents an increase of 11.3% from the 2010 Official Census (35,805), and an increase of 4,034 people in seven years. After the increase of 23.3% (6,768 people) from 2000 (29,037) to 2010 (35,805), the Census Bureau continues to document Friendswood's growth toward buildout.

Over the last 47 years of Census data, the City of Friendswood has experienced varying population increases. The City witnessed tremendous population spikes of 88.9% from 1970 to 1980, and 112.8% from 1980 to 1990, and a steady increase of about 6,300 people every decade since the 1990's. Altogether, the City has experienced an average annual population increase of 4.27% since 1970.

The 2013 Impact Fee Study incorporated an average annual increase of 1.5% for the population projection, which proved to be consistent with the 1.54% increase observed by the Census Bureau.

TABLE 2
US CENSUS BUREAU

Geography Name	Year	Household Population	% Increase	Population Increase
Friendswood	1970	5,675		
Friendswood	1980	10,719	88.9%	5,044
Friendswood	1990	22,814	112.8%	12,095
Friendswood	2000	29,037	27.3%	6,223
Friendswood	2010	35,805	23.3%	6,768
Friendswood	2017	39,839	11.3%	4,034
		ANNUAL AVERAGE		
		SINCE 1970:	4.27%	726.9
		SINCE 1980:	3.62%	787.0
		SINCE 1990:	2.09%	630.6
		SINCE 2000:	1.88%	635.4
		SINCE 2010:	1.54%	576.3

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

The City's Comprehensive Plan, Vision 2020, and the Groundwater Reduction Plan projected a build-out population of 57,400 within the combined 21 square miles of the City. Growth trends for the current decade are on a similar track with Houston Galveston Area Council (HGAC) projecting a population increase of 9,147 by 2028. The HGAC population projections for the 10-Year Planning Period are presented in Table 3.

TABLE 3
HGAC POPULATION PROJECTIONS

Place	Year	Household Population	% Increase	Population Increase
Friendswood	2015	38,435	-	-
Friendswood	2016	39,066	-	-
Friendswood	2017	39,697	-	-
Friendswood	2018	40,327	-	-
Friendswood	2019	40,958	1.6%	630.8
Friendswood	2020	41,589	1.5%	630.8
Friendswood	2021	42,853	3.0%	1,263.8
Friendswood	2022	44,117	2.9%	1,263.8
Friendswood	2023	45,380	2.9%	1,263.8
Friendswood	2024	46,644	2.8%	1,263.8
Friendswood	2025	47,908	2.7%	1,263.8
Friendswood	2026	48,430	1.1%	522.1
Friendswood	2027	48,952	1.1%	522.1
Friendswood	2028	49,474	1.1%	522.1
		ANNUAL AVERAGE: TOTAL:	2.1%	9,147

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

D. GROWTH RATE

According to the Census Bureau, the City of Friendswood has experienced an average growth rate of 1.54% per year over the last seven years. In turn, HGAC projects the City's average annual growth rate at 2.1% over the next ten years.

The 2008 Impact Fee Study used a 1.9% annual growth rate, which projected a population in 2017 of 42,988. The 2013 Impact Fee Study implemented a slightly more conservative rate of 1.5% and estimated a population in 2017 of 41,144. According to the US Census Bureau, Friendswood's 2017 population was actually estimated at 39,839, which is on target with the 2013 projection. Therefore, the recommendation of this 2018 Updated Study is to maintain the same conservative growth rate for the planning period between 2018 and 2028 at **1.5%**.

This 1.5% Growth Rate is recommended for the projection of population and resulting service units for the calculation of the Impact Fee amount. Table 4 indicates the resulting population projections by year, with a total estimated population growth of **6,492** over the next 10 years.

TABLE 4
1.5% ANNUAL GROWTH RATE PROJECTIONS

Source	Year	Household Population	% Increase	Population Increase
<i>US Census Data</i>	<i>2000</i>	<i>29,037</i>		
	<i>2010</i>	<i>35,805</i>	<i>23.3%</i>	<i>6,768</i>
	<i>2017</i>	<i>39,839</i>	<i>11.3%</i>	<i>4,034</i>
Friendswood	2018	40,436		
Friendswood	2019	41,043		607
Friendswood	2020	41,659		616
Friendswood	2021	42,284		625
Friendswood	2022	42,918		634
Friendswood	2023	43,562		644
Friendswood	2024	44,215		653
Friendswood	2025	44,878		663
Friendswood	2026	45,552		673
Friendswood	2027	46,235		683
Friendswood	2028	46,928		694
		AVERAGE: TOTAL:	1.5%	6,492

III. CAPITAL IMPROVEMENTS PLAN

A. CAPITAL IMPROVEMENTS PROGRAM

Pursuant to the City Charter, the City Manager is required to submit a Capital Improvements Program (PROGRAM) to the City Council. By agreement, this program is to be updated periodically to reflect the completion of projects, the addition of new projects, and to update project costs for financial projection and management efforts. The first PROGRAM was adopted in 1999 and has been updated in 2003, 2007, 2009, 2012, 2014, and 2017.

From the 2017 Update: *“The intent of the updated program is to identify, describe, and prioritize the infrastructure needs of the community as it grows and evolves. The overall goal of the CIP is to maintain the same high quality of life for all citizens through the timely anticipation of the City’s needs, planning of improvement projects and determining funding sources as the community grows. The program is also intended to depict financial challenges of the City’s growth and maintenance of infrastructure that characterize the City’s future and the associated funding requirements to meet these objectives. The programming portion includes formulating preliminary plans, projecting estimated project costs, setting priorities, identifying funding sources, and scheduling the implementation of the plans.”*

The City of Friendswood adopted their current Capital Improvement Projects Manual in May of 2017 by Resolution R2017-13. This Manual proposed 77 projects for water, wastewater, facilities, drainage, parks, and streets. Within those 77 projects, 7 water and 10 wastewater projects were identified for the next 5 years (2017-2021). Additionally, 23 water and wastewater projects were identified in the “Beyond 5 Year Plan.”

Since the planning period for the Impact Fee adoption process is 10 years, all of the *eligible* water and wastewater projects from the Capital Improvements Program are included, as well as other projects anticipated within the 10-year range.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

B. EXISTING CAPITAL IMPROVEMENTS

1. WATER SUPPLY AND DISTRIBUTION

Historically, water supply for the City of Friendswood was served exclusively by groundwater. However, in 1975, the Harris-Galveston Subsidence District (HGSD) was created by the Texas Legislature for the purpose of preventing land subsidence and increased flooding. Under HGSD's requirements, it was determined that the City's future water supply must be converted from a majority of groundwater use to a majority of surface water use.

In January 2001, a Groundwater Reduction Plan (GRP) was developed by Klotz Associates, Inc. in order to meet the HGSD requirements. The GRP indicated that the total water supply needed for the anticipated buildout population of 57,400 would be 16.8 million gallons per day (MGD):

$$57,400 \times 136 \text{ gallons per person per day} \times 2.16 \text{ peaking factor} = 16.8 \text{ MGD}$$

Further, it determined that, in order to meet groundwater reduction goals, the appropriate mix should be 11.8 MGD surface water and 5.0 MGD groundwater. As such, the City of Friendswood has diligently purchased 12.0 MGD of water treatment capacity from the City of Houston's Southeast Water Purification Plant, La Porte Water Authority, and MUD 55.

As described in the PROGRAM, there are six (6) water projects that will be needed in the next 5 years in order to upgrade, update, and improve the existing Capital Improvements to meet the existing needs of the City. Although these projects cannot be used in the Impact Fee calculation, their inclusion in this Study is a requirement of Section 395.014 (a) (1) and (2) of the Impact Fee Legislation:

TABLE 5
WATER PROJECTS FOR EXISTING NEEDS

<u>WATER PROJECTS</u>	<u>APPROXIMATE COST</u>
1. City of Houston Water Plant Rehabilitation	\$ 3,500,000
2. Water Plant #1 Rehabilitation	\$ 1,339,000
3. 42" Water Main Replacement	\$ 12,545,000
4. Elevated Storage Tank #2 Rehabilitation	\$ 1,059,000
5. Water Plant Tank #3 Rehabilitation	\$ 706,000
6. Water Plant Tank #4 Rehabilitation	\$ 706,000
SUBTOTAL WATER	\$ 19,855,000

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

2. WASTEWATER COLLECTION AND TREATMENT

Since 1979, the City of Friendswood has purchased 4.875 MGD of the 9.25 MGD capacity in the Blackhawk Regional Wastewater Treatment Facility. Of the City's total capacity, 2.5 MGD was purchased in the Phase I construction to serve existing development. An additional 2.375 MGD was purchased in the Phase II expansion project to serve new development and has previously been subject to the impact fee.

In order to serve the anticipated buildout population of 57,400 people, a total capacity of 6.5 MGD will be needed:

$$\begin{aligned} 57,400 \text{ people} / 2.8 \text{ people per connection} &= 20,500 \text{ connections} \\ 20,500 \text{ connections} \times 315 \text{ gallons per connection} &= 6.5 \text{ MGD} \end{aligned}$$

Therefore, a 2.0 MGD Phase III expansion is anticipated to serve new development and was included in the 2013 impact fee calculation. Additionally, the PROGRAM identified 10 wastewater projects needed in the next 5 years in order to upgrade, update, and improve the existing Capital Improvements to meet the existing needs of the City. Although these projects cannot be used in the Impact Fee calculation, their inclusion in this Study is a requirement of Section 395.014 (a) (1) and (2) of the Impact Fee Legislation:

TABLE 6
WASTEWATER PROJECTS FOR EXISTING NEEDS

<u>WASTEWATER PROJECTS</u>	<u>APPROXIMATE COST</u>
1. Lift Station #1 Replacement	\$ 1,594,000
2. Lift Station #4 Replacement	\$ 1,594,000
3. Lift Station #17 Replacement	\$ 1,594,000
4. Lift Station #22 Replacement	\$ 2,372,000
5. Lift Station #23 Replacement	\$ 3,540,000
6. Sanitary Sewer System Assessment Phase 4	\$ 1,464,000
7. Sanitary Sewer System Assessment Phase 5	\$ 100,000
8. Sanitary Sewer System Assessment Phase 6	\$ 100,000
9. Sanitary Sewer System Assessment Phase 7	\$ 175,000
<u>10. Sanitary Sewer System Assessment Phase 8</u>	<u>\$ 1,830,000</u>
SUBTOTAL WASTEWATER	\$ 14,363,000

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

C. PROJECTS

As discussed, the City's Capital Improvements Program (PROGRAM) identified 77 projects for water, wastewater, facilities, drainage, parks, and streets. The Capital Improvements Plan (CIP) contained within this 2018 Updated Impact Fee Study document consists of only *eligible* water and wastewater projects from the City's PROGRAM.

Four (4) water projects and five (5) wastewater projects were identified within the PROGRAM for this CIP and are included in Table 7. The approximate subtotal costs are \$6.8M for the water projects and \$13.7M for the wastewater projects.

TABLE 7
CAPITAL IMPROVEMENTS PLAN

<u>WATER PROJECTS</u>	<u>APPROXIMATE COST</u>
1. Sixteen Inch Waterline Phase III	\$ 2,500,000
2. Beamer Road Waterline	\$ 2,043,000
3. East Waterline	\$ 1,354,000
4. South Friendswood Waterline	\$ 878,000
SUBTOTAL WATER	\$ 6,775,000
<u>WASTEWATER PROJECTS</u>	<u>APPROXIMATE COST</u>
1. Beamer Road Sanitary Sewer	\$ 4,200,000
2. El Dorado Sanitary Sewer	\$ 3,880,000
3. FM 528 – Falcon Ridge to Windsong Sanitary Sewer	\$ 1,005,000
4. FM 528 – Lundy Lane to Tower Estates Sanitary Sewer	\$ 1,585,000
5. Windsong Sanitary Sewer	\$ 3,061,000
SUBTOTAL WASTEWATER	\$ 13,731,000

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

D. PROJECT DESCRIPTIONS

Project descriptions for the four (4) water projects and five (5) wastewater projects contained within this CIP were also included within the PROGRAM, and are provided below per the requirement of Section 395.014 (a) (3) of the Impact Fee Legislation:

Water Project #1: Sixteen Inch Waterline Phase III \$ 2,500,000

The proposed improvements would extend waterlines west from Water Plant #4 connecting to existing City waterlines in the western reaches of the City Limits. Currently, limited unlooped waterlines service various developments throughout the western region of Friendswood. This proposed water line loop would open up development opportunities along FM 528 and greatly improve water pressure.

Water Project #2: Beamer Road Waterline \$ 2,043,000

This project consists of the proposed installation of a twelve-inch waterline along Beamer Road from FM2351 to Dixie Farm Road. The proposed improvements will expand those installed in the 2010 Beamer Road utility project funded with U.S. Economic Development Administration Grant. Efforts to attract light industry and office warehouse business and development into this area are largely dependent on availability of City service infrastructure.

Water Project #3: East Waterline \$ 1,354,000

This project consists of the installation of approximately 2,850 linear feet of fourteen-inch waterline that would extend water service to the East Service Area, and then loop the line back into the existing system by installing 6,600 linear feet of twelve-inch waterline to Bay Area Boulevard. This project will provide water to the eastern most area of the City and loop the FM 528 line to the Bay Area Boulevard line.

Water Project #4: South Friendswood Waterline \$ 878,000

This project would extend waterlines south along FM 528 connecting to existing City water-lines in the southern reaches of the City Limits. Currently, limited unlooped water lines service various developments throughout the southern region of Friendswood. The proposed water line loop would open up development opportunities along FM 528.

CITY OF FRIENDSWOOD IMPACT FEE STUDY

Wastewater Project #1:	Beamer Road Sanitary Sewer	\$ 4,200,000
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This project consists of the proposed installation of additional gravity sewer lines along Beamer Road toward Dixie Farm. The proposed improvements will expand those installed in the 2010 Beamer Road utility project funded with U.S. Economic Development Administration Grant. Efforts to attract light industry and office warehouse business and development into this area are largely dependent on availability of City service infrastructure.

Wastewater Project #2:	El Dorado Sanitary Sewer	\$ 3,880,000
------------------------	--------------------------	--------------

This project will include approximately 2,500 feet of six-inch force main, 5,000 feet of twelve-inch gravity sewer, 1,500 feet of fifteen-inch gravity sewer, and twenty manholes. The lift station will be located in the vicinity of the intersection of Lundy Lane and El Dorado Lane. Easements must be obtained for construction and installation of the Lift Station. Currently this area consists of 36 large lots and large acreage tracts, and is served by individual septic systems.

Wastewater Project #3:	\$ 1,005,000
FM528 - Falcon Ridge to Windsong Sanitary Sewer	

The purpose of this project is to provide sanitary sewer to the non-serviced area along FM 528 from Falcon Ridge to Windsong. The project will require construction of a Lift Station, approximately 5,700 feet of eight-inch force main, 4,800 feet of ten-inch gravity line and fourteen manholes. Easements must be obtained for construction and installation of the force main.

Wastewater Project #4:	\$ 1,585,000
FM528 – Lundy Lane to Tower Estates Sanitary Sewer	

The construction of a new sanitary sewer is required to provide services to the currently non-serviced areas along FM 528 from Lundy Lane to Tower Estates. The project will consist of approximately 3,000 feet of ten-inch gravity line, 800 feet of eight-inch line, and ten manholes.

Wastewater Project #5:	Windsong Sanitary Sewer	\$ 3,061,000
------------------------	-------------------------	--------------

This project will provide sanitary sewer to the non-served area on Windsong to FM 528. The project will also include the Wind Creek and Windwood Lane areas. This project will consist of the construction of a Lift Station, in the vicinity of Windsong and Wind Creek Lane, approximately 3,000 feet of 6-inch force main, 6,450 feet of 8-inch gravity line and 18 manholes. In addition, a utility easement will be required for the construction of the Lift Station. Currently, the area is served by individual septic systems.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

E. EQUIVALENT SERVICE UNITS

In Section 395.014 (a) (4), the Impact Fee Legislation requires that the study provide a *“definitive table establishing the specific quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions, and an equivalent or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.”*

Many municipalities have determined that the method that is the most equitable and easy to administer is based on the water meter size required to support the proposed building or facility. The American Water Works Association has published tables identifying the industry standard rated flow rates for meters of various sizes.

These flow rates are compared to the standard residential meter (1” for Friendswood) as one service unit and provide an equivalency factor to determine the total impact fee. This method is recommended since it provides the most equitable determination of actual *impact* of the development on the water and wastewater systems.

Table 8 establishes Equivalency Factors for water meters based on AWWA hydraulic capacities standard to the engineering industry:

TABLE 8
EQUIVALENT METER TABLE

Actual Meter Size (inches)	AWWA Capacity (GPM)	Equivalency Factor
1	50	1
1-1/2	100	2
2	160	3
3	300	6
4	500	10
6	1000	20
8	1600	32
10	2300	46
12	4300	86

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

As of October 2018, the Utility Billing Department reported a total of 12,614 existing residential water meters in the City of Friendswood. As shown in Table 9, the majority of those meters (12,513/12,614 = 99%) are 1" in size or smaller, and therefore represent a 1:1 equivalency. However, there are also 101 residential meters that are larger than 1".

Using the Equivalency Factors determined in Table 8 above, these 12,614 residential meters represent a total of 12,760 equivalent meters:

TABLE 9
CURRENT RESIDENTIAL METER SUMMARY

Meter Size (inches)	Equivalency Factor	Residential Water Meters	Equivalent Meters
1*	1	12,513	12,513
1-1/2	2	66	132
2	3	34	109
3	6	1	6
4	10		0
6	20		0
8	32		0
10	46		0
12	86		0
Total		12,614	12,760

* Includes 3/4", 5/8", and 1" water meters.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

In addition to the residential water meters, the Utility Billing Department also identified 558 existing non-residential water meters in the City of Friendswood. As shown in Table 10, the majority of those meters (339/558 = 60%) are 1" in size or smaller, and therefore represent a 1:1 equivalency. However, there are also 219 non-residential meters that are larger than 1".

Using the Equivalency Factors determined in Table 8 above, these 558 non-residential meters represent a total of 1,140 equivalent meters:

TABLE 10
CURRENT NON-RESIDENTIAL METER SUMMARY

Meter Size (inches)	Equivalency Factor	Non-Residential Water Meters	Equivalent Meters
1*	1	339	339
1-1/2	2	50	100
2	3	141	451
3	6	18	108
4	10	7	70
6	20	2	40
8	32	1	32
10	46		0
12	86		0
Total		558	1,140

* Includes 3/4", 5/8", and 1" water meters.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

By combining the *Total Actual* and *Total Equivalent* meter data from Tables 9 and 10 for residential and non-residential water meters, Table 11 shows that approximately 8% of the current demand can be attributed to that of non-residential usage:

TABLE 1 1
CURRENT WATER METER SUMMARY

	Residential Water Meters	Non-Residential Water Meters	Total Water Meters
Total Actual Meters	12,614	558	13,172
Total Equivalent Meters	12,760	1,140	13,900
Percentage of Equivalent Meters	92%	8%	100%

In November 1998, when Vision 2020 was prepared by Kenneth Balk & Associates, the non-residential land usage at the time was observed as 8% (536 acres out of 6,759 acres). While the Vision Summary was to “*develop undeveloped land in Friendswood in general conformance to the existing zoning plan with regard to the split between residential and non-residential land as 73% Residential and 27% Commercial and Light Industrial,*” Friendswood is still predominantly a residential community.

Utilizing the 1.5% Growth Rate recommended in Section II. Land Use Assumptions, the number of Equivalent Service Units (ESU) projected to be added from 2018 to 2028 can be determined per Section 395.014 (a) (5) the Impact Fee Legislation.

According to the HGAC data, there were 13,511 total households within the City limits of Friendswood in 2015. With a corresponding 2015 population of 38,435, this equates to a ratio of 2.84 persons per household. In the year 2020, HGAC predicts that Friendswood will have 41,589 people in 14,258 households, representing 2.92 persons per household. Averaging these HGAC data points (2.84 and 2.92) results in a density of 2.88, which directly corresponds with the 2016 Census data of 2.88 persons per household in Friendswood. Previous updates have implemented 2.80, 2.82, and 3.00, indicating that 2.88 persons per household is an appropriate value for this Study.

In addition to Friendswood’s residential population, approximately 8% of the water and wastewater usage is represented by non-residential development. Assuming a continued density of 2.88 people per household, and a corresponding increase in non-residential development of 8%, the following increase in ESU will provide the basis for determining the maximum allowable impact fee that may be charged by the City:

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

TABLE 12
EQUIVALENT SERVICE UNITS

Projected increase in population for planning period (Table 4):	6,492
Projected increase in population per Service Unit:	6,492/2.88
Projected increase in Residential Service Units:	2,254
Projected increase in Non-Residential Service Units (8%):	180
Equivalent Service Units for planning period (2018-2028) =	2,434 ESU

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

IV. IMPACT FEES

The impact fee amount per Equivalent Service Unit (ESU) will be determined based on the number of service units projected to be added to the systems over the 10-year planning period. The single-family residence will be considered as the standard service unit.

A. ADMINISTRATIVE ITEMS

1. The impact fee will be *assessed* (subject to future updates) at the time that a plat is filed (where applicable), and *collected* during the building permit process, as identified in the impact fee legislation.
2. Parks and temporary construction trailers will not be assessed any impact fees.
3. Houses and businesses obtaining additional meter(s) for fire line or lawn irrigation purposes only will not pay the impact fee associated with water or wastewater.
4. The Architect or Engineer for the Owner will size the water meter for the development based on industry standards.
5. Governmental buildings will not pay the water and wastewater impact fees based on the proposed assessment method.
6. Schools are exempt from payment of impact fees unless the board of trustees consents to a specific agreement in accordance with Chapter 395, Local Government Code.
7. When an existing water meter is changed out, additional impact fees will only be assessed if the meter size is increased. The fee will be based on the incremental increase in the Service Units.
8. When meters are changed out for the same size meter or a smaller meter, no Impact Fee will be assessed.
9. If an existing home is currently on a private well and/or septic system, and public water or wastewater become available:
 - a. If the homeowner connects within 1 year of the installation of the City services, they will not have to pay impact fees.
 - b. If the homeowner has not connected to City services within 1 year, they will pay the full impact fee at the time of their connection.
10. Impact fees do not include tap or meter fees; these regulations do not waive any tap or meter fees.

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

B. MAXIMUM IMPACT FEE DETERMINATION

Chapter 395 of the Local Government Code was amended in 2001 to include that the City must provide for one of the following from Section 395.014 Paragraph (a) (7):

- (A) *a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or*
- (B) *in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.*

The City of Friendswood has elected to follow option (B) and provide the credit equal to 50 percent of the CIP resulting in the following maximum Impact Fees. Therefore:

TABLE 13
MAXIMUM IMPACT FEES

Total Cost of Water Projects	(Table 7)	=	\$ 6,775,000
Total Cost of Wastewater Projects	(Table 7)	=	\$ 13,731,000
Increase in Service Units	(Table 12)	=	2,434
Total Cost of Water Projects from CIP/Increase in Service Units (2018-2028)			
	\$6,775,000 / 2,434	=	\$ 2,783 / ESU
Total Cost of Wastewater Projects from CIP/Increase in Service Units (2018-2028)			
	\$13,731,000 / 2,434	=	\$ 5,641 / ESU
Maximum Water Impact Fee:	\$ 2,783 x 50%	=	\$ 1,391 / ESU
Maximum Wastewater Impact Fee:	\$ 5,641 x 50%	=	\$ 2,820/ ESU
Maximum Total Impact Fee:	\$ 1,391 + \$2,820	=	\$ 4,211 / ESU

CITY OF FRIENDSWOOD
IMPACT FEE STUDY

V. SUMMARY AND RECOMMENDATIONS

The City of Friendswood, Texas has elected to adopt Water and Wastewater Impact Fees to assist in the financing of Capital Improvements for the systems that are necessitated by growth and development anticipated in the City.

- The Planning Period for this Impact Fee Study is **2018 to 2028**.
- A growth rate of **1.5%** per year is recommended for projection of population and resulting service units for the calculation of the Impact Fee amount.
- The projected population increase for this Planning Period is **6,492** people.
- The equivalent increase in service units is **2,434 ESU**.
- The Total Costs for eligible Water Projects identified in the CIP equate to **\$6,775,000**.
- The Total Costs for eligible Wastewater Projects in the CIP equate to **\$13,731,000**.
- The Maximum Water Impact Fee is **\$1,391** per ESU.
- The Maximum Wastewater Impact Fee is **\$2,820** per ESU.

TABLE 14
PREVIOUS IMPACT FEES

Year	Water	Sewer	Total
2003	\$1,892	\$967	\$2,859
2008	\$1,849	\$1,290	\$3,139
2013	\$2,088	\$840	\$2,928

The City of Friendswood has traditionally adopted the maximum calculated Impact Fee, as recommended by the Advisory Committee. While a community can elect to adopt a *lesser* amount than the maximum calculated Impact Fee, they cannot adopt a *greater* amount.

Based on the information presented in this 2018 Impact Fee Study, the Impact Fee Advisory Committee recommends that the City Council adopt the following Impact Fee rates:

RECOMMENDED WATER IMPACT FEE	=	\$? / ESU
RECOMMENDED WASTEWATER IMPACT FEE	=	\$? / ESU
RECOMMENDED TOTAL IMPACT FEE	=	\$? / ESU



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 10, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Request to vacate 40 feet of right-of-way at 4650 FM 2351

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 1st 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

In 2016, this property owner platted his 10-acre tract of land in order to develop the property. At the time, an extension of Blackhawk Boulevard was identified on the City's Major Thoroughfare Plan as a future 80-100 foot boulevard; therefore, the property owner was required to dedicate half of the width of the proposed boulevard. In March 2018, the Major Thoroughfare Plan was amended and the Blackhawk Boulevard extension was removed from the plan. This property owner is now requesting to reverse the dedication of the 40 feet of right-of-way.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

It is unnecessary for the City to retain this portion of dedicated right-of-way since the road extension was removed from the MTP. Additionally, there was never any funding for the road to be built.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the JPH.

ATTACHMENTS

[Ordinance](#)
[Exhibit A](#)

(Title: An ordinance approving a vacation of a portion of a public right-of-way.)

ORDINANCE NO. T2018-33

AN ORDINANCE APPROVING A VACATION OF A PORTION OF A PUBLIC RIGHT-OF-WAY LOCATED ADJACENT TO 4650 FM 2351 WITHIN THE PROPERTY PLATTED AS BENZI DEVELOPMENT GARAGE CONDOMINIUMS; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED BY AND BETWEEN THE CITY AND NICK DEUTSCH.

* * * * *

WHEREAS, a forty (40) foot right-of-way for Blackhawk Boulevard (.6061 acres) was dedicated to the public by way of a subdivision plat known as Benzi Development Garage Condominiums, a subdivision recorded in Film Code No. 678060, Harris County Map Records, Friendswood, Harris County, Texas, adjacent to a certain property located in the City of Friendswood, Texas at 4650 FM 2351, also known as Unrestricted Reserve A, Block 1 of Benzi Development Garage Condominiums Subdivision according to Film Code No. 678060 of Map Records of Harris County, Texas; and

WHEREAS, the owner of said property, Nick Deutsch on behalf of Benzi Development Garage Condominiums, has applied to the City to vacate a .6061 acre (26,400 square feet) portion of the said forty (40) foot wide Blackhawk Boulevard right-of-way; and

WHEREAS, pursuant to Section 70-25 of the Code of Ordinances of the City of Friendswood, Texas, the applicant has supplied all required information to the City, and the City Council has conducted a joint public hearing with the Planning and Zoning Commission to consider any public comments concerning the proposed vacation; and

WHEREAS, the Major Thoroughfare Plan was amended by Ordinance 2018-05, and the Blackhawk Boulevard extension was removed from the map; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ of the application for the request to vacate the .6061 acre portion of 40-foot right-of-way of Blackhawk Boulevard; and

WHEREAS, the City Council of the City of Friendswood deems it in the best interest of the City of Friendswood to approve the vacation of the forty (40) foot wide Blackhawk Boulevard right-of-way to the applicant.

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

Section 1. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, any and all quitclaim deeds necessary to provide for the vacation and release of the following portion of the right-of-way to the owner of property located at 4650 FM 2351, also known as Unrestricted Reserve A, Block 1 of Benzi Development Garage Condominiums Subdivision according to Film Code No. 678060 of Map Records of Harris County, Texas:

A 0.6061 acre (26,400 sq. ft.) tract of land, being out of Unrestricted Reserve “A”, Block 1, of the Benzi Development Garage Condominiums, a subdivision recorded in Film Code No. 678060, Harris County Map Records, Friendswood, Harris County, Texas. Said easement area to be released is more clearly shown on the survey attached hereto and made a part hereof.

Section 2. That the metes and bounds description attached to this ordinance as Exhibit “A” shall constitute the legal description of the right-of-way being vacated and released to the owner of property located at 4650 FM 2351, also known as Unrestricted Reserve A, Block 1 of Benzi Development Garage Condominiums Subdivision according to Film Code No. 678060 of Map Records of Harris County, Texas.

PASSED AND APPROVED on first reading this 5th day of November, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 3rd day of December, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit A

1. Metes and Bounds Description and Survey

A 0.6061 acre (26,400 sq. ft.) tract of land, being out of Unrestricted Reserve "A", Block 1, of the Benzi Development Garage Condominiums, a subdivision recorded in Film Code No. 678060, Harris County Map Records, Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a found 5/8-inch iron rod with cap, being the westerly corner of said Unrestricted Reserve "A", in the south right-of-way line of Timber Creek Private Drive;

THENCE, South 42°16'45" West, along the southeast line of said Unrestricted Reserve "A", a distance of 660.00 feet to a found 5/8-inch iron rod with cap, being the southerly corner of said Unrestricted Reserve "A";

THENCE, North 48°20'02" West, along the southerly line of said Unrestricted Reserve "A", a distance of 40.00 feet to a point;

THENCE, North 42°16'45" East, across said Unrestricted Reserve "A", a distance of 660.00 feet to a point in the south right-of-way line of Timber Creek Private Drive;

THENCE, South 48°20'02" East, along the south right-of-way line of Timber Creek Private Drive, a distance 40.00 feet to the **POINT OF BEGINNING** and containing 0.6061 acre of land.

This metes and bounds description was compiled in conjunction with a survey performed on the same date.

WITNESS my hand and seal this 18th day of July, 2018.



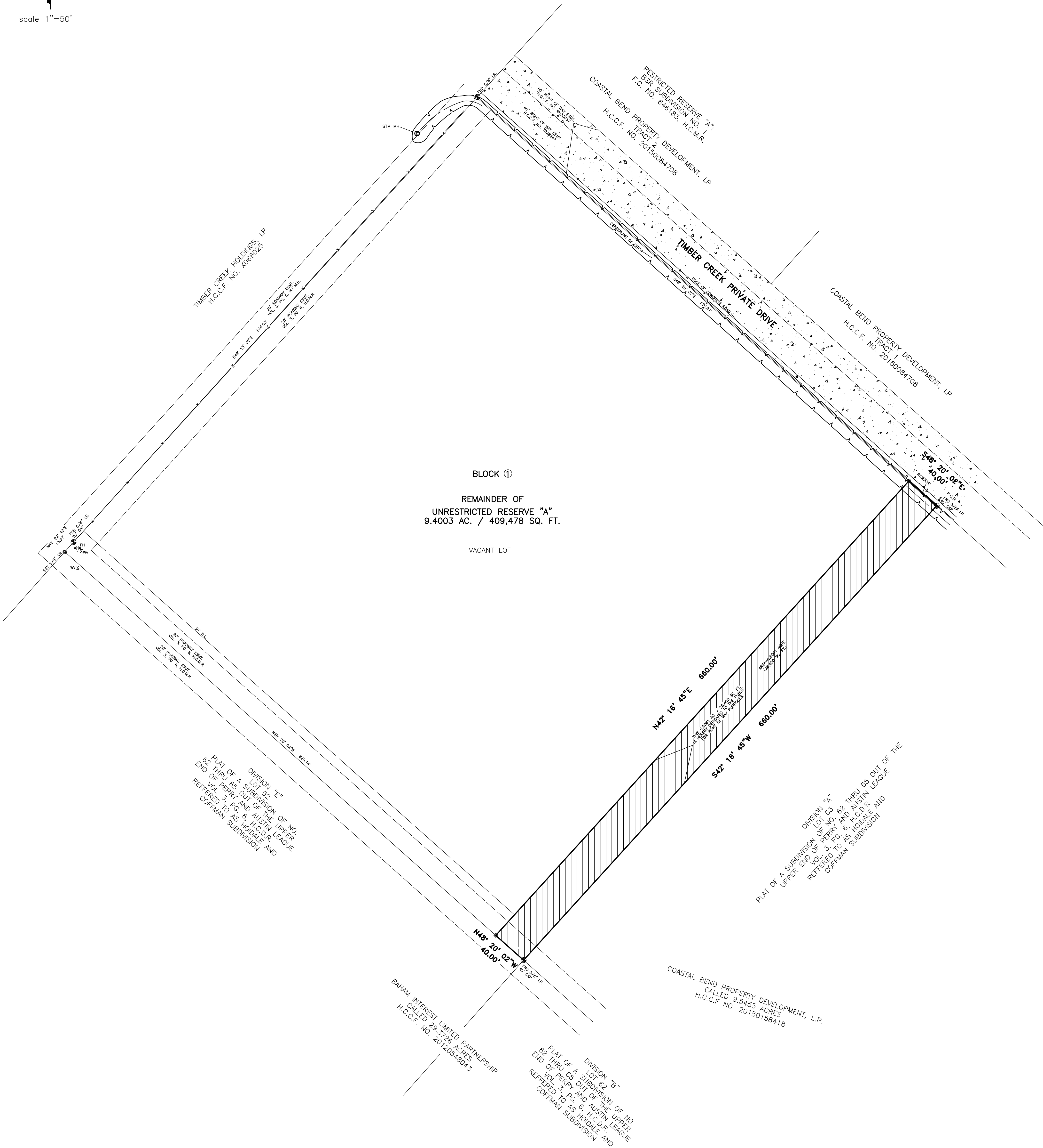
Georg Lardizabal
R.P.L.S. No. 6051
GGC Survey, PLLC
Firm No. 10146000
Tel: 832-729-7256





scale 1"=50'

- LEGEND:
- U.E. — UTILITY EASEMENT
 - W.L.E. — WATERLINE EASEMENT
 - R.O.W. — RIGHT OF WAY
 - B.L. — BUILDING LINE
 - P.L. — PROPERTY LINE
 - CM — CONTROLLING MONUMENT
 - FH — FIRE HYDRANT
 - WM — WATER METER
 - EM — ELECTRIC METER
 - GM — GAS METER
 - PP — POWER POLE
 - CP — CABLE PEDESTAL
 - PLM — PIPELINE MARKER
 - TP — TELEPHONE PEDESTAL
 - < — CALLED DISTANCE
 - () — MEASURED DISTANCE



- NOTES:
- BEARINGS BASED ON PLAT.
 - SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED IN SCHEDULE "B" OF THE TITLE COMMITMENT ISSUED BY AMERICAN TITLE COMPANY UNDER G.F. NO. 3055918-00283, EFFECTIVE 02/19/18 AS LISTED. IN FILM CODE NO. 678060, H.C.M.R.
 - EASEMENT AND BUILDING LINES PER RECORDED PLAT.
 - 40' PUBLIC R.O.W. PER FILM CODE NO. 678060, H.C.M.R.
 - SUBJECT TO UNLOCATED PIPELINE EASEMENT PER VOL. 1302, PG. 223 AND VOL. 1081, PG. 681, H.C.D.R.
 - SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN PUBLIC R.O.W. AND INDEMNITY AGREEMENT PER H.C.C.F. NO. RP-2016-03663.

THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION ONLY. SURVEYOR DID NOT ABSTRACT PROPERTY, EASEMENTS, BUILDING LINES, ETC. THEREFORE, AS IDENTIFIED BY THE TITLE COMMITMENT.



GEORG R. LARDIZABAL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6051

BOUNDARY SURVEY
0.6061 ACRE (26,400 SQ. FT.)
OUT OF
UNRESTRICTED RESERVE "A" IN BLOCK 1
OF BENZI DEVELOPMENT GARAGE CONDOMINIUMS
RECORDED IN FILM CODE NO. 678060
OF THE MAP RECORDS OF
HARRIS COUNTY, TEXAS.

GGC SURVEY, PLLC
Firm Number 1016000
8114 Golden Harbor Missouri City, TX 77459
TEL: (832) 729-7259 ggcsurvey@gmail.com
www.ggcsurvey.com

SURVEYED FOR: BENZI DEVELOPMENT CO. LLC
ADDRESS: D TIMBER CREEK PRIVATE DRIVE, FRIENDSWOOD, TEXAS 77459
FIELDWORK: 03/08/18
TITLE COMPANY: AMERICAN TITLE COMPANY
OF. NO.: 3055918-00283
G.F. EFFECTIVE DATE: 02/19/18
JOB NO.: 104203



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 10, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Request to vacate three public waterline easements at 1501 W. Parkwood Ave.

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 1st 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 Gardens at Friendswood Lakes Plat (2008) dedicated three waterline easements throughout Lot 2 in anticipation of expanding the adjacent apartment complex on Lot 1 onto this property. That expansion did not happen and the property has been sold. The current owner is proposing two retail strip center buildings and the waterline easements are not needed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The waterline easements were dedicated on the plat in anticipation of the expansion of the adjacent apartment complex. The easements are no longer needed.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the JPH.

ATTACHMENTS

[Ordinance](#)
[Exhibit A](#)

(Title: An ordinance approving a request to vacate three public waterline easements.)

ORDINANCE NO. T2018-34

AN ORDINANCE APPROVING A VACATION OF THREE WATERLINE EASEMENTS LOCATED WITHIN THE PROPERTY LOCATED AT 1501 W. PARKWOOD AVE. IN THE GARDENS AT FRIENDSWOOD LAKES SUBDIVISION; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED BY AND BETWEEN THE CITY AND JOSE GARZA.

* * * * *

WHEREAS, three waterline easements were dedicated to the public by way of a subdivision plat known as the Final Plat of Gardens at Friendswood Lakes and Replat of Friendswood Lakes Section 1 Unrestricted Reserve B, over and across a certain property located in the City of Friendswood, Texas, at 1501 W. Parkwood Ave., also known as Lot 2, Block 1 of Final Plat of Gardens at Friendswood Lakes and Replat of Friendswood Lakes Section 1 Unrestricted Reserve B Subdivision according to Film Code No. 2008040176 of Map Records of Galveston County, Texas; and

WHEREAS, the owner of said property, Jose Garza, has applied to the City to vacate the three waterline easements; and

WHEREAS, pursuant to Section 70-25 of the Code of Ordinances of the City of Friendswood, Texas, the applicant has supplied all required information to the City, and the City Council has conducted a joint public hearing with the Planning and Zoning Commission to consider any public comments concerning the proposed vacation; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ of the application for the request to vacate the three waterline easements; and

WHEREAS, the City Council of the City of Friendswood deems it in the best interest of the City of Friendswood to approve the request to vacate the three waterline easements to the applicant.

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

Section 1. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, any and all quitclaim deeds necessary to provide for the vacation and release of the following waterline easements to the owner of property located at 1501 W. Parkwood Ave., also known as Lot 2, Block 1 of the Final Plat of Gardens at Friendswood Lakes and Replat of Friendswood Lakes Section 1 Unrestricted Reserve B according to Film Code No. 2008040176 of Map Records of Galveston County, Texas:

- 1) A 0.017 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176; and
- 2) A 0.017 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176; and
- 3) A 0.070 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176.

Section 2. That the metes and bounds description attached to this ordinance as Exhibit "A" shall constitute the legal description of the waterline easements being vacated and released to the owner of property located at 1501 W. Parkwood Ave., also known as Lot 2, Block 1 of the

Final Plat of Gardens at Friendswood Lakes and Replat of Friendswood Lakes Section 1 Unrestricted Reserve B according to Film Code No. 2008040176 of Map Records of Galveston County, Texas.

PASSED AND APPROVED on first reading this 5th day of November, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 3rd day of December, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit "A"

1. Metes and Bounds Description and Exhibit

P.O.C. POINT OF COMMENCING B.L. BUILDING SETBACK LINE
P.O.B. POINT OF BEGINNING L.B. LANDSCAPE BUFFER
W.L.E. WATERLINE EASEMENT U.E./S.S.E. UTILITY EASEMENT/SANITARY SEWER EASEMENT
ST. SWE. STORM SEWER EASEMENT

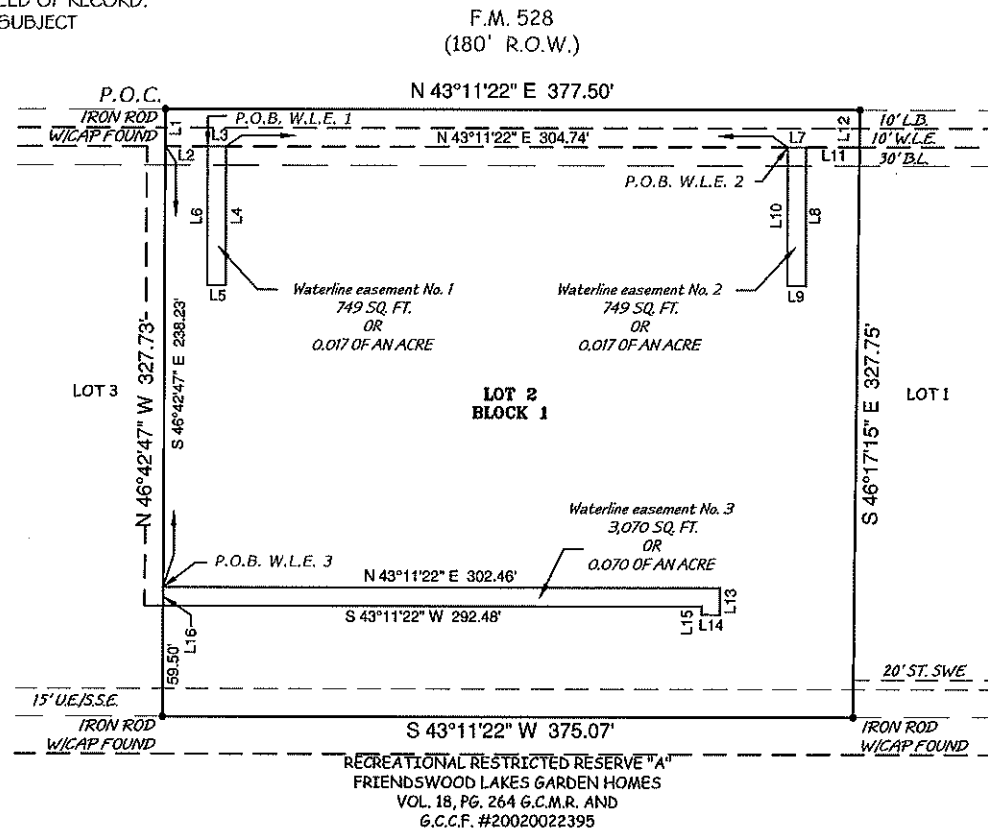
0 100 200

SCALE: 1"=100'
FMS JOB No. 56349

NOTES:

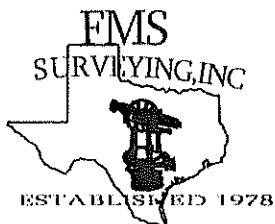
1. BEARINGS ARE BASED ON THE RECORDED PLAT OF GARDENS AT FRIENDSWOOD LAKES, RECORDED IN G.C.C.F. NO. 2008040176.
2. A SEPARATE METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED IN CONNECTION WITH THIS EXHIBIT.
3. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT/COMMITMENT AND IS SUBJECT TO ANY AND ALL BUILDING LINES, EASEMENTS OR ORDINANCES THAT MAY BE CONTAINED THEREIN AND/OR NOT REFLECTED BY THE DEED OF RECORD.
4. AN ABSTRACT OF TITLE HAS NOT BEEN PERFORMED ON THE SUBJECT PROPERTY, THERE MAY BE OTHER MATTERS WHICH MAY APPLY.

LINE	BEARING	DISTANCE
L1	S 46°42'47" E	20.00'
L2	N 43°11'22" E	23.42'
L3	N 43°11'22" E	10.00'
L4	S 46°48'38" E	74.91'
L5	S 43°11'22" W	10.00'
L6	N 46°48'38" W	74.91'
L7	N 43°11'22" E	10.00'
L8	S 46°48'38" E	74.91'
L9	S 43°11'22" W	10.00'
L10	N 46°48'38" W	74.91'
L11	S 43°11'22" W	29.19'
L12	S 46°17'15" E	20.00'
L13	S 46°48'38" E	14.50'
L14	S 43°11'22" W	10.00'
L15	N 46°48'38" W	4.50'
L16	N 46°42'47" W	10.00'



SURVEYOR:
F.M.S. SURVEYING
19701 STATE HIGHWAY 6,
MANVEL, TEXAS 77578
CONTACT: JASON P. SHERIDAN
PHONE: (281) 519-8530, EXT. 102
TBPLS FIRM # 10040400
www.fmssurveying.com
FMS 56349

DWN: KR	PARCEL 515492	SCALE: 1"=100'	JOB #56349	ORIGINAL PLOT DATE: 9-12-18
		OF TWO 0.017 OF AN ACRE WATERLINE EASEMENTS, AND A 0.070 OF AN ACRE WATERLINE EASEMENT OUT OF LOT 2, BLOCK 1 OF GARDENS AT FRIENDSWOOD LAKES, RECORDED IN G.C.C.F. NO. 2008040176 AND BEING THAT SAME TRACT CONVEYED TO BGG, LLC IN G.C.C.F. NO. 2014047754.		
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS				SHEET 1 OF 4



WATERLINE EASEMENT NO. 1

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 749 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 20.00 feet to a point for corner, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of said Lot 3, bears S 46°42'47" E, 307.73 feet;

THENCE N 43°11'22" E, parallel to and 20 feet southerly of the northerly line of said Lot 2, a distance of 23.42 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and 20 feet southerly of the northerly line of said Lot 2, a distance of 10.00 feet to a point, marking the northeast corner of herein described easement;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 74.91 feet to a point, marking the southeast corner of herein described easement;

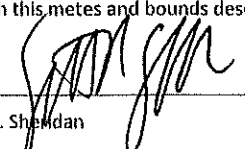
THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to a point, marking the southwest corner of herein described easement;

THENCE N 46°48'38" W, along and with the westerly line of herein described easement, a distance of 74.91 feet to the **POINT OF BEGINNING** containing a calculated area of 0.017 of an acre of land.

NOTES:

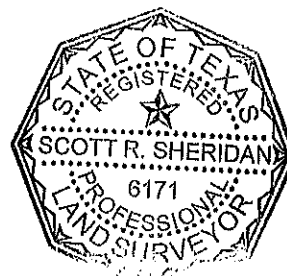
1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349



Scott R. Sheridan
RPLS No. 6171

9/12/18





WATERLINE EASEMENT NO. 2

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 749 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 20.00 feet to a point for corner, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes, bears S 46°42'47" E, 307.73 feet;

THENCE N 43°11'22" E, parallel to and 20 feet southerly of the northerly line of said Lot 2, a distance of 338.16 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and 20 feet southerly of the northerly line of said Lot 2, a distance of 10.00 feet to a point, marking the northeast corner of herein described easement, that bears, S 46°17'15" E, 20.00 feet and S 43°11'22" W, 29.19 feet from a point in the southerly R.O.W. line of said F.M. 528, marking the northeast corner of said Lot 2 and the northwest corner of Lot 1, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 74.91 feet to a point, marking the southeast corner of herein described easement;

THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to a point, marking the southwest corner of herein described easement;

THENCE N 46°48'38" W, along and with the westerly line of herein described easement, a distance of 74.91 feet to the **POINT OF BEGINNING** containing a calculated area of 0.017 of an acre of land.

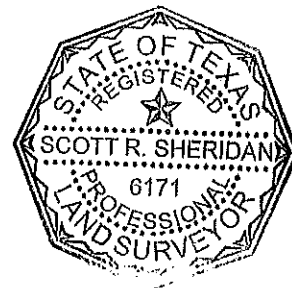
NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
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281-519-8530
Job No. 56349

Scott R. Sheridan
RPLS No. 6171

9/13/19





WATERLINE EASEMENT NO. 3

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 0.070 of an acre (3,070 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 3,070 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 258.23 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and parallel to the northerly line of said Lot 2, a distance of 302.46 feet to a point, marking the northeast corner of herein described easement;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 14.50 feet to a point, marking the most easterly southeast corner of herein described easement;

THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to an angle point for corner;

THENCE N 46°48'38" W, parallel to the east line of herein described easement, a distance of 4.50 feet to a point, marking an interior corner of herein described easement;

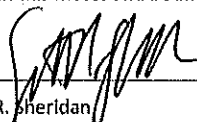
THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 292.48 feet to a point in the common line of said Lots 2 and 3, marking the southwest corner of herein described easement, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of Lot 3, bears S 46°42'47" E, 59.50 feet;

THENCE N 46°42'47" W, along and with the common line of said Lots 2 and 3, a distance of 10.00 feet to the **POINT OF BEGINNING** containing a calculated area of 0.070 of an acre of land.

NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349



Scott R. Sheridan
RPLS No. 6171

9/13/18





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 29, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone Change Request – to change from Light Industrial (LI) to Light Industrial/Specific Use Permit (LI/SUP) to allow NAICS Use 7139 Other Amusement and Recreation Industries (shooting range).

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 1st 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

PSC Shooting Club is an existing use and developed property. The current Permitted Use Table in the City of Friendswood Zoning Ordinance requires a Specific Use Permit (SUP) for the use. The property owner is proposing to build a new building and two additional structures in the future, which is what triggered the application for the SUP. The underlying zoning of the property is Light Industrial.

Two of the proposed buildings are 3600 square foot buildings to be utilized as a club house and classroom training facilities. One of the buildings will be built now, and the other in the future. The other proposed structure on the site plan is a covered, open structure consisting of a roof and posts that will serve as a pistol range, approximately 13,000 square feet in size.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This is an existing business located within the City requesting to expand and improve the structures on their property.

Local Government Code, Chapter 229 Miscellaneous Regulatory Authority of Municipalities and Local Government Code, Chapter 250 Miscellaneous Regulatory Authority of Municipalities and Counties regulate the city's authority regarding sport shooting ranges. According to LGC 250.001, the operation hours of the business are subject to the City of Friendswood Code of Ordinance, Chapter 54 Article IV. Noise ordinance.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the JPH.

ATTACHMENTS

[Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

(Title: An ordinance amending the zoning classification for a parcel comprising 55.159 acres located at 3099 FM 528 (also known as 3121 FM 528), Friendswood, Texas, by granting a zone classification change from Light Industrial (LI) to Light Industrial/Specific Use Permit (LI/SUP) for NAICS use # 7139 “Other Amusement and Recreation Industries (shooting ranges),” as more fully described herein.)

ORDINANCE NO. T2018-35

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 55.159 ACRES OF LAND LOCATED IN THE BEATY SEALY AND FORWOOD SURVEY, ABSTRACT 625, IN THE I&GN RR COMPANY SURVEY, SECTION 23, ABSTRACT 624, ACCORDING TO GALVESTON COUNTY DOCUMENT NO. 7402108, FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM LIGHT INDUSTRIAL (LI) TO LIGHT INDUSTRIAL/SPECIFIC USE PERMIT TO ALLOW NAICS USE # 7139 “OTHER AMUSEMENT AND RECREATION INDUSTRIES (SHOOTING RANGES);” 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, Pearland Sportsman’s Club Service Corporation is the Owner of a 55.159 acre parcel of land located in the Beaty Sealy and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, according to Galveston County Deed Records Document No. 7402108/Book 2445 Page 842, Friendswood, Galveston County, Texas, as also depicted in Exhibit “A” incorporated herein by reference, (the “Property”); and

WHEREAS, the Owners previously made application to the City to change the zoning classification of the Property from Light Industrial (LI) to Light Industrial/Specific Use Permit

(LI/SUP) to allow NAICS use # 7139 “Other Amusement and Recreation Industries (shooting ranges),” 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

Applicants, (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 Light Industrial/Specific Use Permit (LI/SUP) for NAICS use # 7139 “Other Amusement and Recreation Industries (shooting ranges)” 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. Consistent with the foregoing, upon passage of this Ordinance, Ordinance No. 99-18 passed and adopted on July 26, 1999 is hereby deemed repealed.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 5th day of November, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 3rd day of December, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Deed
3. Metes and Bounds Description
4. Aerial Map
5. Location Map
6. Zoning Map

Exhibit “B”

1. Club House Narrative
2. Proposed Site Plan
3. Classroom Building Elevations
4. Existing Aerial Site Plan



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: L1

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 7139

PROPERTY IDENTIFICATION:

Address: 3099 W. PARKWOOD AVE.

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: PEARLAND SPORTSMAN CLUB Phone: 713-446-7161

Owner's Mailing Address: PO Box 528

City: FRIENDSWOOD State: TX Zip: 77549 Fax: _____

Owner's Email Address: PHIL@PSCSHOOTINGCLUB.COM

AGENT'S NAME: Jim Pierre Phone: 832-851-8412

Agent's Mailing Address: P.O. Box 39

City: Friendswood State: TX Zip: 77549 Fax: _____

Agent's Email Address: JPierre30@texasshooting.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: Philip Myers Treasurer Date: 9-25-18

Agent's Signature: [Signature] Date: 9-24-18

Received By: Brunner
Date of Public Hearing: 11-5-18
Property Owner Notices: 10-26-18

Application Number: 9AD-2018-0043
Received Date: 10-1-18
Newspaper Notice: 10-15-18
Sign on Property: 10-26-18

The State of Texas,

County of GALVESTON

Know All Men by These Presents:

That WE, FRANK L. WILLAERT AND WIFE, JOINETTA C. WILLAERT

of the County of Harris State of Texas for and in consideration
 of the sum of TEN DOLLARS (\$10.00) AND other good and valuable considera-
 tions
 to us paid, and secured to be paid, by PEARLAND SPORTSMAN'S CLUB, INC.

XXXXXXX

as follows:

The sum of TEN DOLLARS (\$10.00) and other good and valuable
 considerations cash in hand paid, receipt of which is hereby acknow-
 ledged, and one (1) Promissory Vendor's Lien Note executed by PEARLAND
 SPORTSMAN'S CLUB, INC. in the principal sum of THIRTY-EIGHT THOUSAND
 EIGHT HUNDRED NINETY-TWO DOLLARS AND THIRTY-FOUR CENTS (\$38,892.34) pay-
 able in fifteen (15) annual installments of FOUR THOUSANDFIVE HUNDRED
 FORTY-THREE AND 78/100 DOLLARS (\$4,543.78) each, including interest
 at 8% per annum;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
 PEARLAND SPORTSMAN'S CLUB, INC., a Texas corporation
 of the County of State of Texas all that certain

Tract or parcel of land lying situate in Galveston County,
 Texas described as follows:

The surface only in and to all that certain tract or parcel of
 land known as a 55.159 acre tract, in the Beatty Sealy, and Forwood Sur-
 vey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract
 624, Alvin, Galveston County, Texas, and the tract herein being conveyed
 being more particularly described by metes and bounds as follows:
 COMMENCING at a 3/4 inch iron pipe at in the East right of way
 line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe
 being across said highway and West of a concrete monument set at the
 Southeast corner of Tower Estates Subdivision;
 THENCE, North 89° 57' East along and with the South line of
 said James E. Raines Survey, a distance of 2174.5 feet to an iron rod
 for corner, being the PLACE OF BEGINNING of the tract herein described;
 THENCE, North 89° 57' East, continuing along the South line
 of said James E. Raines Survey, a distance of 2427.13 feet to an iron
 pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;
THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

Said land is subject to and conveyed subject to right-of-way easement as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County, Texas and to oil and gas lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is excepted from this conveyance and reserved to Grantors herein, their heirs and assigns all of the oil, gas, sulphur and other minerals under or that may be produced and saved from said land, together with rights of ingress and egress over, upon or across said land for producing and saving said minerals.

It is agreed that at such time as Grantee shall have paid the sum of FIVE THOUSAND DOLLARS (\$5,000.00) on the principal of the Note secured hereby, then and at that time, holder of the Note will execute a partial release covering a five (5) acre strip bordering the most Westernly side of the hereinabove described property. Release to be at the expense of Grantee herein.

There is likewise granted, sold and assigned to the Grantees herein, its successors and assigns that certain easement and right-of-way out of the Beatty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas, said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by easement of record in the office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said PEARLAND SPORTSMAN'S CLUB, INC. its successors

~~XXXX~~ and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said PEARLAND SPORTSMAN'S CLUB, INC. , its successors

~~XXXX~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR hands at
this 21st day of February

Witness at request of Grantor:

1972

FLW Frank L. Willaert

JCW Johnetta C. Willaert

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Frank L. Willaert and wife, Johnetta C. Willaert
known to me to be the person ~~S~~ whose name ~~S~~ are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 21st day of Feb. A. D. 1972

(L. S.)

Notary Public in and for Brazoria County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for
record in my office on the day of A. D. 19 at o'clock M.
and was duly recorded by me on the day of A. D. 19
in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy

52861

Warranty Deed

(WITH VENDOR'S LIEN)

FROM

TO

FILED FOR RECORD

FILED FOR RECORD

at 9:30 o'clock AM

MAR 15 1972

By GERTRUDE MCKENNA

CLERK OF GALVESTON COUNTY TEXAS

Deputy

By J. R. McPherson

Deputy

In A. D. 19

County Records

In Book on Page

GUARANTY ABSTRACT COMPANY

P. O. BOX 870

By TEXAS CITY, TEXAS 77590

Deputy

Recording Fee \$

This instrument should be filed immediately with the County Clerk for Record.

682 4 7

PEARLAND TEXAS

THE DEED COMPANY PUBLISHERS DALLAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.

MAR 15 1972

Deputy
COUNTY CLERK, Galveston County, Texas



DEED OF TRUST
BOOK 2776 PAGE 104

RELEASE OF LIEN

THE STATE OF TEXAS
COUNTY OF GALVESTON

X
X
X

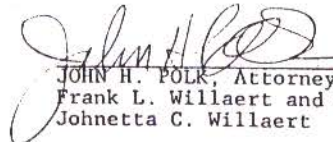
KNOW ALL MEN BY THESE PRESENTS:

THAT we, FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, acting herein by and through our agent and Attorney-in-Fact, JOHN H. POLK, of the County of Galveston, and State of Texas, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of THIRTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-TWO AND THIRTY-FOUR/100----- DOLLARS (\$38,892.34) dated February 21, 1972, executed by PEARLAND SPORTSMAN CLUB, a Texas corporation, payable to the order of FRANK L. AND JOHNETTA C. WILLAERT, more fully described in a Deed of Trust, duly recorded in Vol. 2242, page 224 of the Deed of Trust Records of Galveston County, Texas; said note being secured by said Deed of Trust lien against the following described property, to-wit:

"EXHIBIT A"

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, securing said indebtedness.

EXECUTED this 23rd day of December,
A.D., 1976.


JOHN H. POLK, Attorney-in-Fact for
Frank L. Willaert and wife,
Johnetta C. Willaert

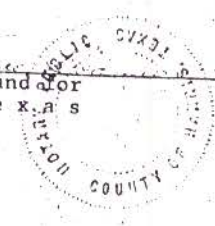
THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. POLK, Attorney-in-Fact for FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT.

GIVEN UNDER MY HAND AND SEAL of office on this the _____ day of _____, A.D., 1976.

My Commission Expires: _____

Notary Public in and for
Harris County, Texas



SOLD OF TRUST

"EXHIBIT A"

BOOK 2776 PAGE 106

THE SURFACE ONLY in and to all that certain tract or parcel of land known as a 55.159 acre tract, in the Beaty Sealy and Forwood Survey, Abstract 625, in the I&GN RR Co. Survey, Section 23, Abstract 624, Alvin, Galveston County, Texas, and the tract herein conveyed being more particularly described by metes and bounds as follows: COMMENCING at a 3/4 inch iron pipe set in the East right-of-way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision; THENCE North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described; THENCE North 89° 57' East, continuing along the South line of the James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner; THENCE North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement; THENCE North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner; THENCE South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described and containing 55.159 acres, more or less.

Said land is subject to right-of-way easements as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County, Texas and to Oil and Gas Lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is likewise granted, sold and assigned to the Trustee herein, his substitutes or successors that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas, said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by Easement of record in the Office of the County Clerk of Galveston County, Texas.

DEED OF TRUST
BOOK 2776 PAGE 107

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me.



DEC 27 1976

John Humphrey Jr.
COUNTY CLERK, Galveston County, Texas

FILED
DEC 27 11 59 AM 1976
COUNTY CLERK, GALVESTON COUNTY, TEXAS

FILED
DEC 27 11 59 AM 1976
COUNTY CLERK, GALVESTON COUNTY, TEXAS

3643C

JOHN H. POLK
ATTORNEY AT LAW
1200 SOUTH POST OAK ROAD
SUITE 111
HOUSTON, TEXAS 77027

The State of Texas,
COUNTY OF GALVESTON

Know all Men by These Presents:

That **Pearland Sportsman's Club, Inc.**, a corporation duly formed and existing under the laws of the State of Texas of the County of Brazoria

~~XXXXXXXXXX~~ State of Texas for and in consideration of the sum of **Ten (\$10.00) Dollars**, and other good and valuable considerations, the receipt of which is hereby acknowledged and ~~XXXXXXXXXX~~ confessed, it in hand paid by **Pearland Sportsman's Club Service Corporation** as follows:

The above mentioned cash and other consideration paid prior to the date hereof and the execution hereof.

And the further consideration of the assumption and agreement by the Grantee herein to pay off and discharge as the same shall become due and payable the unpaid principal balance and interest as it accrues owing on that one certain promissory note dated February 21, 1972, in the original principal sum of \$38,892.34 payable in fifteen (15) annual installments of \$4,543.78 each including interest therein at 8% per annum, and which said note is secured by Vendor's Lien retained in deed of even date therewith from Frank L. Willaert and wife, Johnetta C. Willaert to Pearland Sportsman's Club Inc. recorded in Volume 2241 at Page 558 of the Deed Records of Galveston County, Texas;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Pearland Sprotsman's Club Service Corporation, a Texas corporation, of the County of **Galveston** State of **Texas** all that certain

Tract or parcel of land lying situate in Galveston County, Texas described as follows:

The surface only in and to all that certain tract or parcel of land known as a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Alvin, Galveston County, Texas, and the tract herein being conveyed being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron pipe set in the East right

of way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line of said James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

Said land is subject to and conveyed subject to right-of-way easement as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County Texas and to oil and gas lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is excepted from this conveyance the mineral reserve to Frank L. Willaert, Et Ux, in the deed to Grantors herein recorded in Volume 2241 at Page 558 of the Deed Records of Galveston County, Texas.

There is likewise granted, sold and assigned to the Grantees herein, its successors and assigns that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and L&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by easement of record in the office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **Pearland Sportsman's Club Service**

Corporation its successors and assigns

~~XXXXXXXXXX~~ forever and we do hereby bind **Grantor, Pearland Sportsman's Club, Inc.**

its successors and assigns

~~XXXXXXXXXXXXXXXXXXXX~~ to Warrant and Forever Defend, all and singular the said premises unto the

said **Pearland Sportsman's Club Service Corporation, its successors and assigns**

~~XXXXXXXXXX~~ against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at **Houston, Texas**

this 29th day of **January**, A. D. 1974

PEARLAND SPORTSMAN'S CLUB INC.

~~XXXXXXXXXXXXXXXXXXXX~~

ATTEST:

William H. Taylor Jr., Secretary

BY

Andrew M. Sea
Andrew M. Sea, President

THE STATE OF TEXAS,
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D., 19

(L. S.)

Notary Public in and for

County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D., 19

(L. S.)

Notary Public in and for

County, Texas.

ACKNOWLEDGMENT OF CORPORATION

THE STATE OF TEXAS,
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Andrew M. Sea**
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of **Pearland Sportsman's Club Inc.**
of **Galveston County**, Texas, and as the **President**
thereof and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of Jan., A. D., 19 74

(L. S.)

Notary Public in and for

HARRIS

County, Texas.

THE STATE OF TEXAS,
COUNTY OF }

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D., 19 _____ at _____ o'clock
M. and was duly recorded by me on the _____ day of _____, A. D., 19 _____ in Vol. _____
page _____, of the Records of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk

County, Texas.

By _____ Deputy.

Warranty Deed

TO

FILED FOR RECORD

FILED FOR RECORD

at 1:00 o'clock P.M.

FEB 1 1974

County Clerk

GERTRUDE MCKENNA

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

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County Clerk



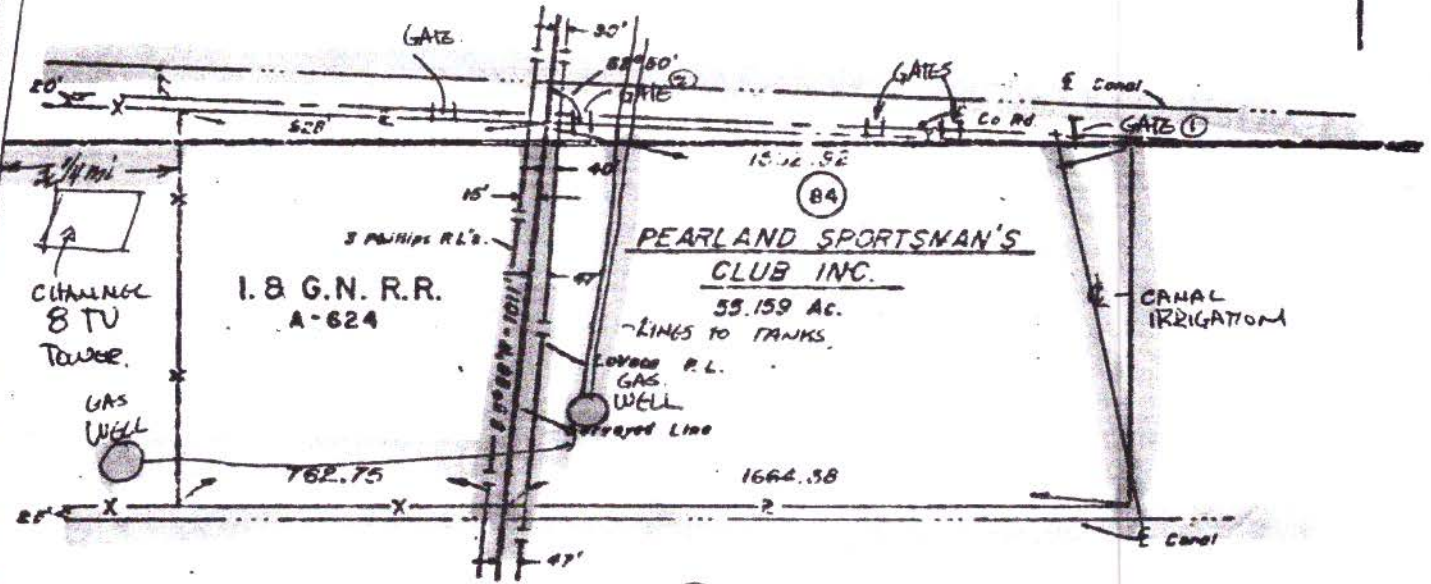
STATE OF TEXAS
 COUNTY OF GALVESTON
 I hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly recorded
 in the volume and page of the named records of Galveston
 County, Texas as stamped hereon by me.
 FEB 1 1974
 COUNTY CLERK, Galveston County, Texas

By _____ Deputy
 Recorded 4:50
 This instrument should be filed immediately with the
 County Clerk for record.
 Return to: John Seigel
P.O. Box 1673
Houston, Texas 77006

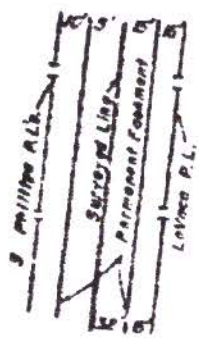


B.S. & F.
A-625

(B5)
AMERICAN CANAL CO.



(B3)
J.A. SEGELQUIST



RIGHT-OF-WAY DETAIL
NOT TO SCALE

GATE ① to rancher's property
GATE ② Oil Co GATE & ROAD TO WELL

Surface rights only.

THIS DRAWING IS THE PROPERTY OF DOW CHEMICAL U.S.A., IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR COPIED, AND IS SUBJECT TO RETURN ON DEMAND. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

Total Rods: 61.27

B/M 7.0.2 P.27

THE DOW CHEMICAL COMPANY

FREEPORT-BAYPORT PROP. PIPELINES
PEARLAND SPORTSMAN'S CLUB, INC.

BRAZORIA COUNTY, TEXAS

DR. BY C.S.A. CH'K BY C.S.A. APP.

DATE 6-21-73

WK.	DATE	REVISION	APP.
	11-12-73	ADDED BOUNDARY DIMENSIONS	TLT

PSC – 3099 W. Parkwood Ave.

Being a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Friendswood, Galveston County, Texas, and the tract herein being more particularly described by metes and bounds as follows:

COMMENCING at a ¾ inch iron pipe set in the East right of way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line of said James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.



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.

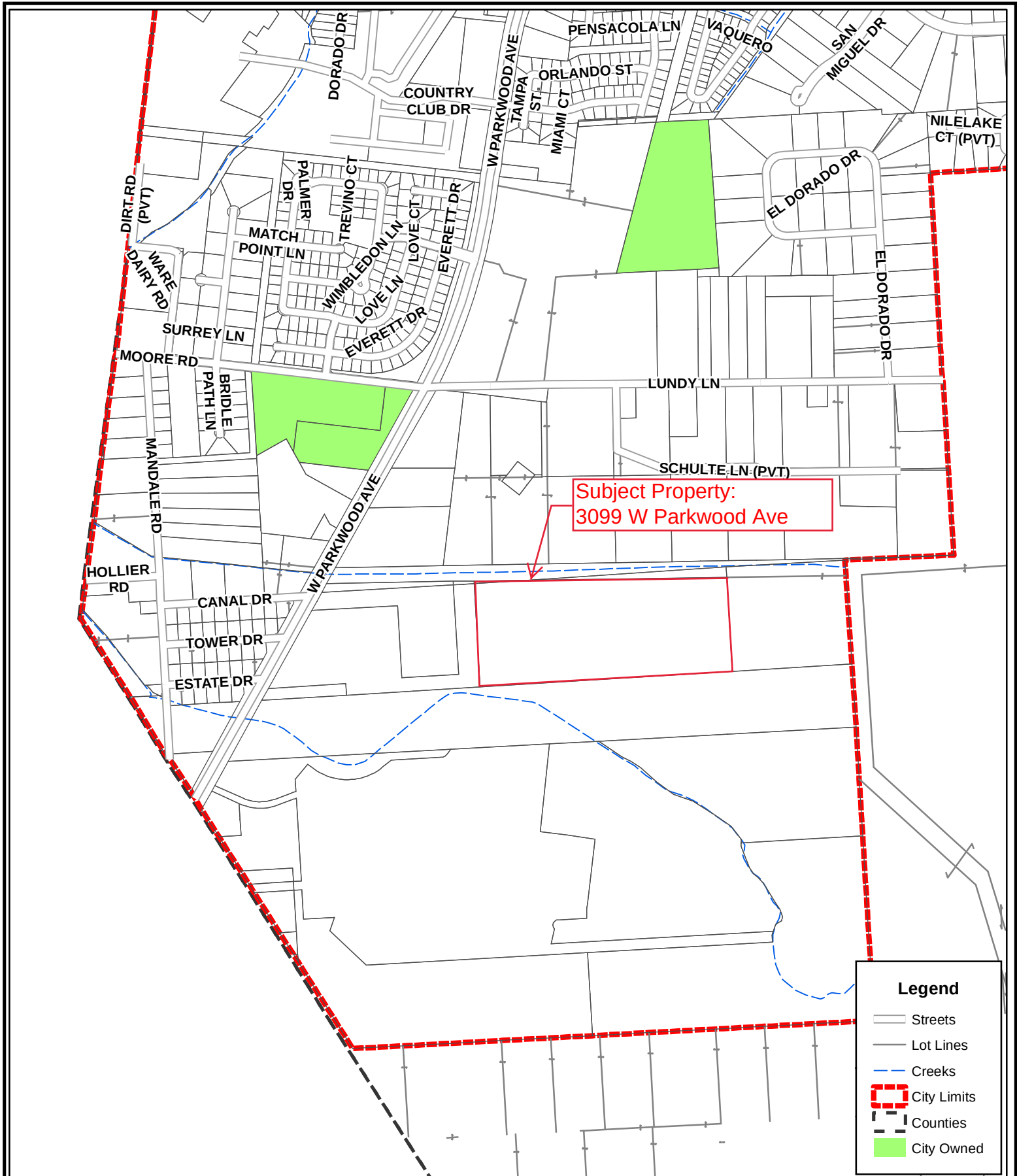


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 605'



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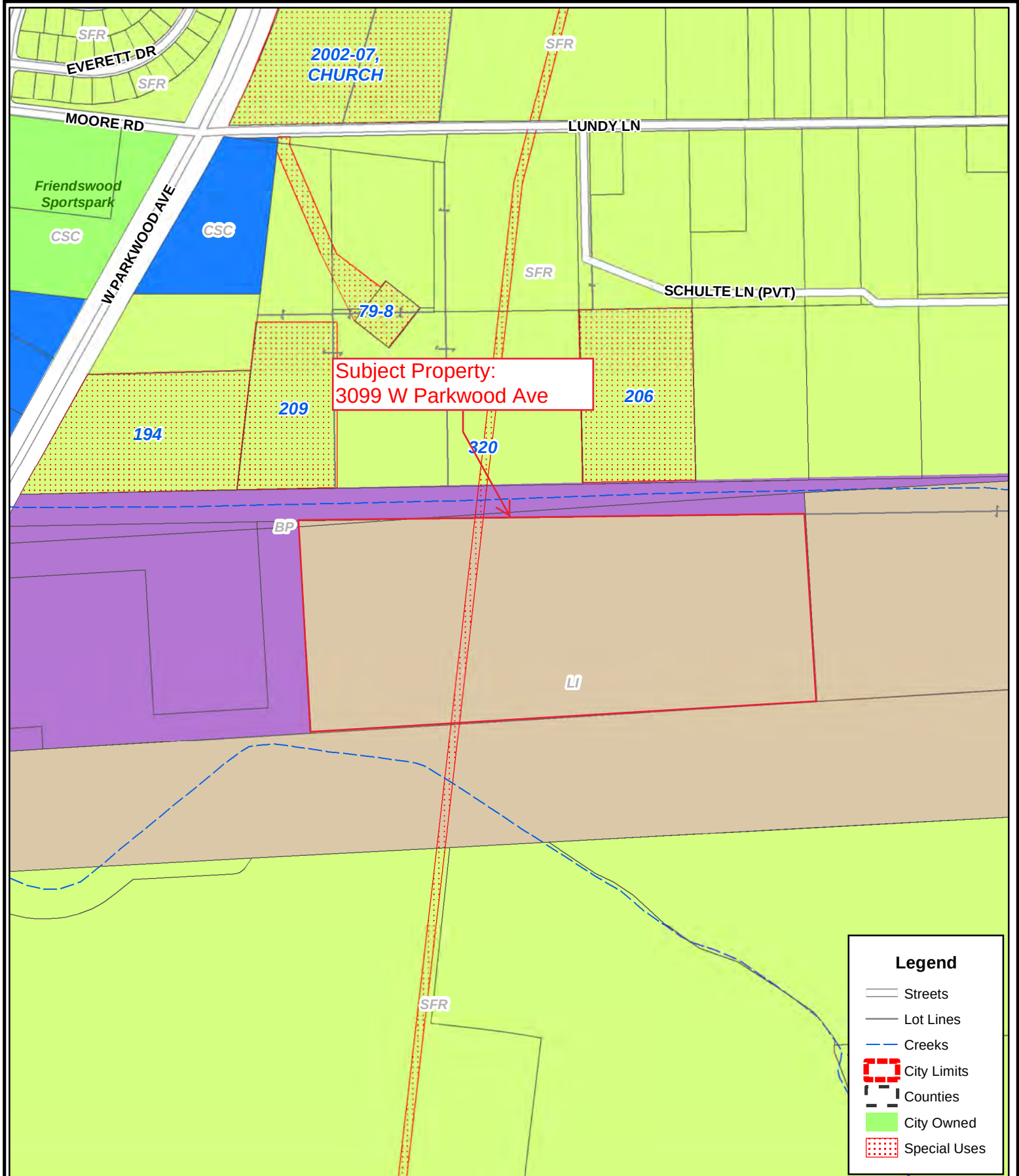


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 1,209'



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Friendswood GIS Mapping



1" = 605'

To Whom it may concern,

10/10/2018

PSC Shooting Club, Inc. proposes to construct a new club house on the north side of our property, just west of the existing buildings. The new structure will be located more than 50' from the existing pipe line right of way.

This will be a PEMB structure consisting of a 50' x 60' enclosed area with a 60' x 10' covered patio. The foundation will be concrete construction over select fill. Windstorm rating of 150 mph for Galveston County will be met, for insurance purposes. The roof will be solar white R panels for energy efficiency, and the walls will be light blue R panel to match the existing buildings. All trim to be white. One pair of 7'0" x 6'0" entry doors will be installed along with three 3'0" x 3'0" windows on the front face (south elevation). Walls to be insulated with 3" (R10) vinyl backed and the roof with 6" (R19) vinyl backed material.

Men's and Women's restrooms will be included in the project on a septic system. The Club house will have a small residential style kitchen with the remainder of the area to be open and used for a meeting room.

The building will be all electric and have LED lighting. The structure will be insulated and air-conditioned. The interior will have an acoustic lay in ceiling. All the access will be ADA compliant, and we will provide one ADA parking space and signage.

We will add approximately 8100 sq. ft. of parking area. The required parking spaces will be constructed of solid surface material such as concrete or asphalt. The remainder of the parking area will be stabilized crushed concrete. Access to the new building will be from our existing roadways.

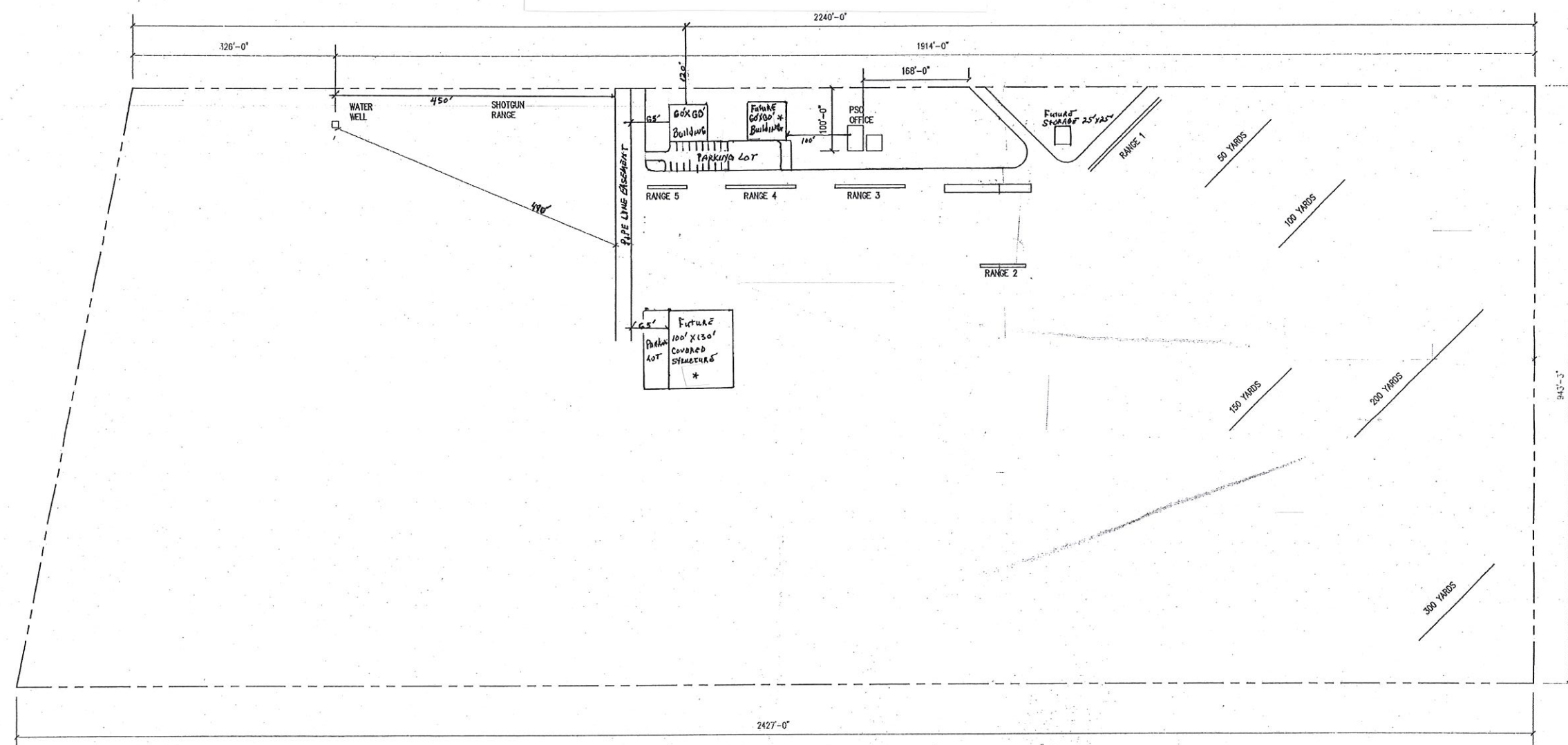
There are no plans in the project to add any additional site lighting or landscaping.

The Club will be petitioning the Galveston County Consolidated Drainage District to purchase detention in lieu of any type of pond.

GENERAL NOTE:
ALL MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE 2012
AND ALL REGULATIONS OF THE CITY OF FRIENDSWOOD.

PARKING TABLE
1 space per 200 sq ft of indoor facility plus 1
space per target
Required: 3600 sq ft/200 = 18 spaces
Provided: 19 spaces

*Future buildings and ranges will install
additional parking as required.



No trees greater than 12" exist
within construction areas.

No additional exterior lighting is
proposed.

PSC SHOOTING RANGE
3121 W. PARKWOOD DRIVE, FRIENDSWOOD, TEXAS

ISSUED FOR:
ENGINEERED BY:
DESIGNED BY:
SHEET NUMBER A0.0



Access Road - 20 MPH

Shotgun Clubhouse

Maintenance
Classroom

Trap & Skeet

Archery

Range 4
Benchrest
Only

Range 3
.22 Rimfire
only

Pistol Cells

Range 1

Pistol Bays



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: 11/08/2018

Date Submitted: 11/01/2018

Dept. Clearances: KRH

Prepared by: Jennifer Walker

Subject: FY 2017-18 Budget Amendment XIII

Originating Department: Administrative Services City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$111,861

Amount Budgeted: \$3,871,095

Appropriation Required: \$3,982,956

Source of Funds: General Fund Revenues; Unassigned
General Fund Balance, Police Investigation Fund Reserves

FINANCE APPROVAL:

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 thirteenth 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 XIII 2017-18.

ATTACHMENTS

[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)

(Title: An Ordinance adopting Budget Amendment XIII 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. T2018-36

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 XIII" 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 XIII” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2017-2018” attached hereto. Said Budget Amendment XIII 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 5th day of November, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2017 – 2018
Budget Amendment XIII
November 05, 2018**

1. **Grant Writing Services, \$83,000.** Appropriate funds for grant writing services. Council approved a one-year contract with Riveron Services for infrastructure related grant writing services at the September 10, 2018 Council meeting. The funding source will be unassigned general fund balance.
2. **Police Investigation Fund, \$25,819.** Appropriate asset forfeiture funds received to purchase a motor for unit boat 1, and two light medium tactical vehicles (LMTV) to replace units EM2 and EM3 military cargo trucks. Funds will be appropriated from the Police Investigation Fund (PIF).
3. **PEG Channel, \$2,991.** Appropriate PEG Channel funds for supplies and equipment to be used for recording of mayor and council meetings, community events and other city wide productions for media outlet on the PEG channel. The funding source will be restricted general fund balance reserves from PEG Channel revenue.
4. **Debris Reimbursement, \$3,871,095.** Appropriate funds received from the Federal Emergency Management Agency (FEMA) and the Texas Department of Public Safety to cover debris removal costs related to Hurricane Harvey. Funds will be appropriated back to the 90-day general fund balance reserves.

City of Friendswood

11/5/2018

2017-18 Budget Amendment XIII - Exhibit B

BA Number	Account Number	Project No.	Description	Amount
1	001-0000-30500		Appropriate Unassigned General Fund Balance For Grant Writing Services	(83,000)
1	001-0301-413.7801		Appropriate Unassigned General Fund Balance For Grant Writing Services	83,000
2	101-0000-30100		Appropriate funds from PIF unassigned fund balance to Purchase Boat Motor and 2 LMTV's	(25,819)
2	101-2120-421.8800		Appropriate funds from PIF unassigned fund balance to Purchase Boat Motor	13,819
2	101-2120-421.8800	LMTV3	Appropriate funds from PIF unassigned fund balance to Purchase LMTV's	6,500
2	101-2120-421.8800	LMTV4	Appropriate funds from PIF unassigned fund balance to Purchase LMTV's	5,500
3	001-0000-30500		Appropriate Restricted General Fund Balance Reserves from PEG Channel revenue	(3,042)
3	001-0301-413.5400	FCPEGEXP	Appropriate Restricted General Fund Balance Reserves from PEG Channel revenue	180
3	001-0301-413.5800	FCPEGEXP	Appropriate Restricted General Fund Balance Reserves from PEG Channel revenue	2,660
3	001-0301-413.7400	FCPEGEXP	Appropriate Restricted General Fund Balance Reserves from PEG Channel revenue	50
3	001-6430-456.5400	FCPEGEXP	Appropriate Restricted General Fund Balance Reserves from PEG Channel revenue	152
4	001-0000-30500		Appropriate FEMA Reimbursement back to 90-day General Fund Balance Reserves	3,511,805
4	001-0000-33436	17EMHARVEY	Appropriate FEMA Reimbursement back to 90-day General Fund Balance Reserves	(3,511,805)
4	001-0000-30500		Appropriate TDPS Reimbursement back to 90-day General Fund Balance Reserves	359,290
4	001-0000-33134	17EMHARVEY	Appropriate TDPS Reimbursement back to 90-day General Fund Balance Reserves	(359,290)



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: 11/01/2018

Date Submitted: 11/05/2018

Dept. Clearances: KRH

Prepared by: Jennifer Walker

Subject: FY 2018-19 Budget Amendment I

Originating Department: Administrative Services City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$7,363,035.05 Amount Budgeted: \$41,716.00

Appropriation Required: \$7,404,751.05 Source of Funds: Unassigned General Fund Balance, General Fund Revenues, Police Investigation Funds, Street Improvement Funds, 2015 GO Bond Funds, 2016 GO Bond Funds, 2017 GO Bond Funds, Vehicle Replacement Plan Funds, Water & Sewer Funds

FINANCE APPROVAL: *RGB*

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 first set for fiscal year 2018-19.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

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 I 2018-19.

ATTACHMENTS

[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)

(Title: An Ordinance adopting Budget Amendment I to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2018-37

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2018-28, PASSED AND APPROVED OCTOBER 1, 2018, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2018-2019 BY APPROVING "BUDGET AMENDMENT I" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2018-2019"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2018-28, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2018-2019"; and

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

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

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2018-2019;

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

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

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019,” is hereby amended for municipal purposes as shown on “Budget Amendment I” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2018-2019” attached hereto. Said Budget Amendment I 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 5th day of November, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2018 – 2019
Budget Amendment I
November 05, 2018**

1. **Prior Year Encumbrance, \$6,269,465.05.** Appropriate funds for purchase orders issued in fiscal year 2017-18 and outstanding at fiscal year-end, September 30, 2018. Goods and services for these purchase orders will be received and expensed in 2019.
2. **PEG Channel, \$8,500.** Appropriate PEG Channel funds to purchase and install one television in each of the reception areas in the City Manager's office and City Secretary's office. This will allow for viewing the PEG channel and council meetings. The funding source will be restricted general fund balance reserves from PEG Channel revenue.
3. **Insurance Reimbursement for Park Operations Office Space, \$24,200.** Appropriate the insurance reimbursement received from Texas Municipal League Intergovernmental Risk Pool for the loss of office space due to Hurricane Harvey for the Parks Operations division. The funds received will help to offset the original appropriation of unassigned general fund balance for the lease of 15355 Blackhawk Boulevard. The funds will be appropriated back to unassigned general fund balance.
4. **Insurance Reimbursement for Mobile Equipment, \$82,935.** Appropriate insurance reimbursement received from Texas Municipal League Intergovernmental Risk Pool for the loss of mobile equipment. Funds will be used to replace damaged equipment or to purchase other types of mobile equipment needed for operations. The funds will be appropriated from the unassigned general fund balance to the Public Works capital equipment accounts.
5. **Chapter 380 Economic Development Grant (Tannos Land Holding II, LLC), \$25,000.** Appropriate \$25,000 from unassigned general fund balance for the payment to Tannos Land Holding II, LLC for the Chapter 380 Economic Development Grant. The economic development agreement between the City of Friendswood and Tannos Land Holding II, LLC for reimbursement of building fees following the issuance of the certificate of occupancy was entered into on August 1, 2016. The last occupancy certification has been issued.
6. **Keep Texas Beautiful Rebuilding Texas Fund Grant, \$10,000.** Appropriate grant funds awarded to the Parks and Recreation department. Funds will be used to support the restoration of medians along FM 2351 which were damaged by Hurricane Harvey. Funds will be appropriated into the Parks Keep Friendswood Beautiful division operating budget. Grant funds were received on September 21, 2018.
7. **Old City Park Restrooms and Pavilion, \$375,000.** Appropriate funds to build and install restrooms and a pavilion at Old City Park. The November 5, 2018 Council meeting agenda includes a recommendation to approve a professional services contract with Tandem Services LLC for \$335,530. The remaining amount of \$39,470

will be used for other building services and materials. The funding source for the project will be from bond proceeds of the 2016 General Obligation Bond Fund.

8. **Stevenson Park Pool Restroom Project, \$582,171.** Appropriate funds for the project to include demolition of existing restrooms, installation of new restroom building and ticket office building. Council approved the project at the October 2, 2018 Council meeting for a total of \$582,171 that includes awarding the contract of \$528,111 with Restroom Facilities, LTD (a Corworth company) for installation of a new restroom building along with a new ticket office building. The remaining amount of \$54,060 will be used for other building services and materials. The funding source for this project will be from bond proceeds of the 2016 General Obligation Bond Fund.
9. **Texas Department of Public Safety Reimbursement, \$17,516.** Appropriate funds received from the Texas Department of Public Safety related to Hurricane Harvey category B protective measures. Funds will be appropriated back to the 90-day General Fund balance reserves for reimbursement of expenditures that took place in fiscal year 2017.
10. **Police Investigation Fund, \$9,964.** Appropriate asset forfeiture funds received to purchase ballistic shields. Funds will be appropriated from the Police Investigation Fund (PIF).

City of Friendswood
11/5/2018
2018-19 Budget Amendment I - Exhibit B

BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	001-6310-459.5485		18000029	FINDAWAY WORLD, INC	AUDIO BOOKS	\$ 725.34
1	001-2150-441.7410		18003816	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	420.00
1	001-2150-441.7410		18003941	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	210.00
1	001-2150-441.7410		18004043	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	190.00
1	001-2150-441.7410		18004180	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	220.00
1	001-2150-441.7410		18004281	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	40.00
1	001-2150-441.7410		18004384	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	40.00
1	001-2150-441.7410		18004513	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	620.80
1	001-2101-421.7140		18004556	LEADERSELECT LLC	CONSULTING SERVICES	3,500.00
1	001-2150-441.7410		18004637	FRIENDSWOOD ANIMAL CLINIC	ADOPTION RELATED SERVICES	160.00
1	001-6310-459.5482		18004742	BAKER & TAYLOR	BOOKS	68.69
1	001-6310-459.5482		18004743	BAKER & TAYLOR	BOOKS	1,800.70
1	001-6310-459.5484		18004930	BAKER & TAYLOR	VIDEOS	30.68
1	001-6310-459.5482		18004931	BAKER & TAYLOR	BOOKS	1,200.00
1	001-6310-459.5485		18004932	RECORDED BOOKS LLC	AUDIO BOOKS	108.00
1	001-2120-421.5200		18004968	GALLS, LLC	PERSONNEL SUPPLIES	328.00
1	001-3620-431.6530		18005007	CULVER RENTALS INC	DRAINAGE MAINTENANCE	408.85
1	001-7001-431.8512		18005012	SOLID ROCK CONCRETE	ASPHALT STREETS	18,000.00
1	001-7001-431.8512		18005013	J D B SERVICES, INC	ASPHALT STREETS	2,268.86
1	001-3620-431.6530		18005017	CULVER RENTALS INC	DRAINAGE MAINTENANCE	152.95
1	001-2501-422.5800		18005031	LETOURNEAU INTERESTS INC	OPERATING EQUIPMENT<\$5000	2,967.25
1	001-3620-431.6530		18005120	J D B SERVICES, INC	DRAINAGE MAINTENANCE	765.00
1	001-6310-459.5482		18005144	BAKER & TAYLOR	BOOKS	37.98
1	001-6310-459.5800		18005146	LIBRARY DESIGN SYSTEMS, INC	OPERATING EQUIPMENT<\$5000	7,264.16
1	001-2120-421.6300		18005155	DANA SAFETY SUPPLY INC	VEHICLE MAINTENANCE	1,272.00
1	001-2120-421.6400		18005164	COVERT CONCEPTS AND CONSULTING	OPERATING MAINTENANCE	3,485.95
1	001-2120-421.5200		18005171	GALLS, LLC	PERSONNEL SUPPLIES	825.00
1	001-2120-421.5800		18005222	BEST SHOT RANGE	OPERATING EQUIPMENT<\$5000	6,498.00
1	001-0201-411.7350		18005269	GIA	SURETY BONDS	71.00
1	001-6430-456.5600		18005272	COMMUNIKAY GRAPHICS	FACILITY SUPPLIES	129.50
1	001-6310-459.5488		18005275	ADVANTAGE ARCHIVES	ELECTRONIC RESOURCES	2,960.00
1	001-6310-459.5485		18005280	RECORDED BOOKS LLC	AUDIO BOOKS	40.50
1	001-0203-419.7411		18005315	GALLS, LLC	PROFESSIONAL/CODE SERVICE	56.00
1	001-6310-459.5400		18005347	DEMCO, INC	OPERATING SUPPLIES	1,503.64
1	001-2501-422.5800		18005351	SHI GOVERNMENT SOLUTIONS	OPERATING EQUIPMENT<\$5000	250.38
1	001-6460-419.8800		18005357	LIGHTHOUSE VIDEO SURVEILLANCE	CAPITAL EQUIPMENT	20,000.00
1	001-2101-421.5200		18005371	GALLS, LLC	PERSONNEL SUPPLIES	119.60
1	001-2150-441.5400		18005384	JEDS HARDWARE	OPERATING SUPPLIES	163.00
1	001-0203-419.5800		18005389	K-LOG	OPERATING EQUIPMENT<\$5000	1,923.04
1	001-6310-459.5400		18005393	AMAZON BUSINESS	OPERATING SUPPLIES	9.98
1	001-3610-431.5474		18005403	NIPPON CARBIDE INC	SIGN MATERIALS	475.00
1	001-0203-419.7411		18005406	MUNICIPAL CODE CORPORATION	PROFESSIONAL/CODE SERVICE	1,869.00
1	001-3610-431.5474		18005423	NSTS, LLC	SIGN MATERIALS	496.00
1	001-3610-431.5474		18005424	NSTS, LLC	SIGN MATERIALS	482.00
1	001-0410-415.7220		18005434	4 IMPRINT, INC	PERSONNEL EVENTS/PROGRAMS	750.41
1	001-0416-419.5800		18005451	CDW TECHNOLOGIES LLC	OPERATING EQUIPMENT<\$5000	9,105.09
1	001-6460-419.6600		18005478	STAR SERVICE INC	FACILITY MAINTENANCE	25,620.00
1	001-6460-419.6610		18005506	HURRICANE ELECTRIC	BUILDING RENOVATIONS	10,000.00
1	001-6460-419.6610		18005519	BELKNAP PLUMBING SYSTEMS	BUILDING RENOVATIONS	5,000.00
1	001-6460-419.7832		19000078	15355 BLACKHAWK LLC	BUILDING LEASE	286,000.00
1	001-3601-431.5800		19000302	K-LOG	OPERATING EQUIPMENT<\$5000	71,551.00
1	001-0000-30200				PRIOR YEAR ENCUMBRANCES	(492,183.35)
1	150-0409-412.8800		18005357	LIGHTHOUSE VIDEO SURVEILLANCE	CAPITAL EQUIPMENT	10,000.00
1	150-0000-30200				PRIOR YEAR ENCUMBRANCES	(10,000.00)
1	170-7001-431.8512		18005460	ANGEL BROTHERS ENTERPRISE	ASPHALT STREETS	1,590,731.00
1	170-0000-30200				PRIOR YEAR ENCUMBRANCES	(1,590,731.00)

City of Friendswood
11/5/2018
2018-19 Budget Amendment I - Exhibit B

BA Number	Account Number	Project Number	PO Number	Vendor	Description	Amount
1	253-7001-431.8591		18003832	JOSLIN CONSTRUCTION TEXAS	CONSTRUCTION (CONTRACTED)	3,565.00
1	253-0000-30200				PRIOR YEAR ENCUMBRANCES	(3,565.00)
1	255-7001-431.8511		18003832	JOSLIN CONSTRUCTION TEXAS	CONCRETE STREETS	3,667,873.40
1	255-0000-30200				PRIOR YEAR ENCUMBRANCES	(3,667,873.40)
1	301-0501-431.8300		18002475	MCREE FORD	VEHICLES	116,555.34
1	301-0000-30200				PRIOR YEAR ENCUMBRANCES	(116,555.34)
1	401-3650-434.6300		18005445	INTERNATIONAL TRUCKS OF HOUSTON	VEHICLE MAINTENANCE	2,886.22
1	401-3650-434.6541		18005178	ACCURATE UTILITIY SUPPLY	DISTRIBUTION LINE MAINT	3,477.60
1	401-3650-434.6800		18005165	ASSOCIATED SUPPLY COMPANY	EQUIPMENT MAINTENANCE	3,772.30
1	401-3651-433.6551		18005178	ACCURATE UTILITIY SUPPLY	COLLECTION LINE MAINTANCE	3,012.84
1	401-7001-434.8591		18003832	JOSLIN CONSTRUCTION TEXAS	CONSTRUCTION (CONTRACTED)	375,408.00
1	401-0000-30200				PRIOR YEAR ENCUMBRANCES	(388,556.96)

BA Number	Account Number	Project Number			Description	Amount
2	001-0000-30500				Appropriate PEG Fund Reserves for Equipment Purchase and Installation in CS & CM Offices	(8,500)
2	001-0301-413.5800	FCPEGEXP			Appropriate PEG Fund Reserves for Equipment Purchase and Installation in CM Office	4,000
2	001-0201-411.5800	FCPEGEXP			Appropriate PEG Fund Reserves for Equipment Purchase and Installation in CS Office	4,500
3	001-0000-30500				Appropriate Insurance Reimbursement for Office Space back to Unassigned General Fund Balance	24,200
3	001-0000-38320				Appropriate Insurance Reimbursement for Office Space back to Unassigned General Fund Balance	(24,200)
4	001-0000-30500				Appropriate Remaining amount of Insurance Reimbursement for Public Works Mobile Equipment	(54,408)
4	001-3610-431.8400				Appropriate Remaining amount of Insurance Reimbursement for Public Works Mobile Equipment	54,408
4	401-0000-30100				Appropriate Remaining amount of Insurance Reimbursement for Public Works Mobile Equipment	(28,527)
4	401-3650-434.8400				Appropriate Remaining amount of Insurance Reimbursement for Public Works Mobile Equipment	28,527
5	001-0000-30500				Appropriate Unassigned General Fund Balance for Chapter 380 Economic Development Grant for Tannos Land Holding	(25,000)
5	001-0303-419.7921				Appropriate Unassigned General Fund Balance for Chapter 380 Economic Development Grant for Tannos Land Holding	25,000
6	001-0000-30500	DN0018REV			Appropriate Funds Received from Keep Texas Beautiful Rebuilding Texas Fund Grant on September 21, 2018	(10,000)
6	001-6424-458.6210				Appropriate Funds Received from Keep Texas Beautiful Rebuilding Texas Fund Grant on September 21, 2018	10,000
7	254-0000-30100				Appropriate Bond Proceeds from 2017 Bond Issuance for Old City Park Construction of Restroom & Pavilion	(375,000)
7	254-7001-456.8565	GO1514			Appropriate Bond Proceeds from 2017 Bond Issuance for Old City Park Construction of Restroom & Pavilion (Construction)	335,530
7	254-7001-456.8592	GO1514			Appropriate Bond Proceeds from 2017 Bond Issuance for Old City Park Construction of Restroom & Pavilion (Materials Testing)	10,000
7	254-7001-456.8590	GO1514			Appropriate Bond Proceeds from 2017 Bond Issuance for Old City Park Construction of Restroom & Pavilion (Contingency)	29,470
8	254-0000-30100				Appropriate Bond Proceeds from 2017 Bond Issuance for Stevenson Park Pool Restrooms Project	(582,171)
8	254-7001-456.8565	GO1514			Appropriate Bond Proceeds from 2017 Bond Issuance for Stevenson Park Pool Restrooms Project (Construction)	528,111
8	254-7001-456.8596	GO1514			Appropriate Bond Proceeds from 2017 Bond Issuance for Stevenson Park Pool Restrooms Project (Surveying)	5,000
8	254-7001-456.8598	GO1514			Appropriate Bond Proceeds from 2017 Bond Issuance for Stevenson Park Pool Restrooms Project (Misc Construction Costs)	49,060
9	001-0000-30500				Appropriate TDPS Reimbursement back to 90-day General Fund Balance Reserves	17,516
9	001-0000-33134	17EMHARVEY			Appropriate TDPS Reimbursement back to 90-day General Fund Balance Reserves	(17,516)
10	101-0000-30100				Appropriate PIF Seized Asset Reserve Funds for Ballastic Shields	(9,964)
10	101-2120-421.5800				Appropriate PIF Seized Asset Reserve Funds for Ballastic Shields	9,964



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 31, 2018

Dept. Clearances: Patrick Donart

Prepared by: Rene' Ibarra

Subject: 2018-19 Water Pollution Control and Abatement Contract Renewal

Originating Department: Public Works

City Attorney Review: mkf

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$23,576.95

Amount Budgeted: \$23,577

Appropriation Required: N/A

Source of Funds: W/S Operation

FINANCE APPROVAL: *RGB*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

It is time for the City to renew the contract with the Galveston County Health District (GCHD) for pollution control and abatement services. This previously was a three year contract. However, starting prior to last year, it transitioned to be renewed annually. Per the new contract, the GCHD agrees to investigate and resolve water quality related complaints, monitor storm water quality, and conduct at least one unannounced inspection at 100 percent of the identified grease traps associated with the Galveston County Health District permitted food establishments within the jurisdictional boundaries of the City. The District will also provide assistance to the City in the performance of storm water related activities such as, but not limited to, public education/outreach and illicit discharge detection and elimination investigations including dry weather screenings.

Also as a part of this contract, the GCHD monitors twelve designated storm water sites within the city. The GCHD reviews the historical storm water data and analyzes the sampling sites attempting to locate pollution sources. This collected data is critical for the City of Friendswood's Municipal Storm and Sewer Program (MS4). This program is required by permit by the EPA. The GCHD submits an annual summary of all its activities within the City jurisdiction completed during the fiscal year.

Due to industry increased costs within the GCHD itself (i.e. personnel & medical insurance), there was an approximate 2.5% increase in cost for this upcoming year's proposed contract in the amount of \$585.74. The increase has been accounted for within the Public Work's annual operating budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the contract will satisfy the requirements found under the Texas Water Code, which outlines specific requirements and responsibilities of a water pollution control abatement program.

RECOMMENDATIONS

Staff recommends that City Council approve the contract and authorize the Mayor to execute the contract with the Galveston County Health District for the water pollution control and abatement services.

ATTACHMENTS

[Cover Letter](#)

[GCHD Contract FY 18-19](#)

GALVESTON COUNTY HEALTH DISTRICT

Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Ben G. Raimer, MD
Chair, United Board of Health

Philip Keiser, MD
Local Health Authority



Kathy Barroso, CPA
Chief Executive Officer

August 10, 2018

Mr. Rene Ibarra
Deputy Director of Public Works
City of Friendswood
1306 Deepwood
Friendswood, Texas 77089

Dear Mr. Ibarra:

Enclosed please find the FY2019 Water Pollution Control and Abatement Contract between the City of Friendswood and the Galveston County Health District. Should you wish to propose revisions to this Contract, please notify me by phone or via email. Please note that the total amount of the Contract has **increased** for the 2019 fiscal year.

Following your review and approval, please have your municipality's designated official sign the contract and remit an original copy by mail to: Galveston County Health District, Environmental Services, PO Box 939, La Marque, Texas 77568 or via email to rschultz@gchd.org

Once we receive the signed original copy, we will fully execute the contract and return a copy for your records. Should you have any additional questions or concerns, please feel free to contact me at 409-938-2314.

Sincerely,

Ronnie Schultz
Acting Program Manager
Air & Water Pollution Services
Galveston County Health District

/RS
Enclosures

Public Health Services · Coastal Health & Wellness · Emergency Medical Services · Animal Resource Center

The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

www.gchd.org



Contractual Agreement
For the
City of Friendswood

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF FRIENDSWOOD	§

THIS AGREEMENT is made and entered into by and between the City of Friendswood (hereinafter "CITY"), with its principal office at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett. F. Lowry Expressway, Texas City, Galveston County, Texas 77591

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

Article I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.

- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☐ **Source Inspections - Publically Owned Treatment Works (POTW)**

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒ **Source Inspections - Grease Traps**

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

- (11) The PERFORMING PARTY will immediately coordinate with the REPSONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The

purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

Article III

ANNUAL MEETING

The PERFORMING PARTY will conduct an annual meeting in the month of January with the CITY. This meeting may be modified or amended upon the consent of the CITY. Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The annual meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY.

Article IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

Article V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount services chosen in Article I, Statement of Services (see attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their quarterly statement. Final payment for services shall be due upon completion of these services.

Article VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

Article VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

Article VIII

Notices

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Rene Ibarra
Deputy Director of Public Works
City of Friendswood
Friendswood, Texas 77546

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Ronnie Schultz
Acting Air and Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

Article IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate public liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees that it will indemnify and require its subcontractors to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S or subcontractor's failure to maintain adequate public liability insurance, worker's compensation coverage or professional liability insurance as required by this AGREEMENT or as required by governing law.

Article X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The

PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

Article XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

Article XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

Article XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

Article XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVII

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or his designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVI

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2018 and shall continue in full force until September 30, 2019, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

GALVESTON COUNTY HEALTH

CITY OF FRIENDSWOOD

DISTRICT

Kathy Barroso, CPA
Chief Executive Officer

Mike Foreman
Mayor

Date

Date

Attachment A: Contract Pricing

City of Friendswood Contract Pricing			
Activity	Cost / Unit	Number of Units	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	0.2987	33833	\$10,105.92

Waste Water Treatment Plant Inspection (Spot)	0	0	0
Waste Water Treatment Plant Inspection (CCI)	0	0	0
Source Inspections - Grease and Grit Traps	\$91.67	77	\$7,058.59
Surface Water Monitoring	\$1,068.74	6	\$6,412.44
			\$23,576.95



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 15, 2018

Dept. Clearances: Patrick Donart

Prepared by: George L. Cherepes

Originating Department: PW

Subject: Lift Station 18 – Request to authorize acceptance of the construction project at completion of the one-year maintenance period

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: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with our final acceptance process, City staff has confirmed that the required infrastructure and equipment for Lift Station 18 is installed and operating in accordance with the approved plans. The required one-year maintenance period for the respective contractor has been completed, a formal walk-through has been conducted, and the required punch list items have been completed. The designated contractor (T & C Construction, Ltd.) has fulfilled all necessary obligations for the proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City acceptance of maintenance for the improvements and release of the respective contractor's maintenance bond will transfer liability for maintenance from the respective contractor to the City of Friendswood Public Works Department.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of Lift Station 18 and release of the respective maintenance bond with the designated contractor (T & C Construction, Ltd.).

ATTACHMENTS

[One-Year Maintenance Acceptance – T and C Construction](#)
[Release of Bond – T and C Construction](#)



City of Friendswood

Department of Public Works

416 Morningside

Friendswood, Texas 77546-4856

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: Lift Station #18

PROJECT NUMBER: USL018

Bid NUMBER: 2015-16

On September 12, 2018 the Department of Public Works received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out by the City to ascertain the compliance of the Work with the Contract for One-Year Maintenance Period Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the T & C Construction. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on November 5, 2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

George L. Cherepes, CFM
Projects Coordinator

Date

END OF DOCUMENT

00815-1



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00825

Release of Bond

PROJECT NAME: Lift Station #18 Rehabilitation

PROJECT NUMBER: USL018

TO: T & C Construction Lt.
5411 Killough Street
Houston, TX 77086

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number 457313P from Developers Surety and Indemnity Company, 17780 Fitch #200, Irvine, CA 92614, which is enclosed.

George L. Cherepes, CFM
Projects Coordinator

Date

Copy: Developers Surety and Indemnity Company

END OF DOCUMENT



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 23, 2018

Dept. Clearances: Patrick Donart

Prepared by: George L. Cherepes

Originating Department: PW

Subject: Arbor Gate Section 2 – Request to authorize acceptance of Paving and Utilities improvements at completion of the one-year maintenance period

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: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with the City of Friendswood's Final Acceptance Process for City Infrastructure, City Staff has confirmed that the required infrastructure to serve Arbor Gate Section 2 has been executed in accordance with the approved plans. The required one-year maintenance period for the respective contractors has been completed, a formal walk-through has been conducted, and the required punch list items have been completed. The designated contractors (R. Hassell Construction & Harris Construction), and the developer (Friendswood Development), have fulfilled all necessary obligations required for proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City acceptance of maintenance for the improvements and release of the respective contractor's maintenance bond will transfer liability for maintenance from the respective contractor to the City of Friendswood Public Works Department.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of Arbor Gate Section 2 and release of the respective maintenance bonds with the designated contractors (R. Hassell Construction & Harris Construction).

ATTACHMENTS

[One-Year Maintenance Acceptance – Harris Construction Company](#)
[One-Year Maintenance Acceptance – R Hassell Construction Company](#)
[Release of Bond – Harris Construction Company](#)
[Release of Bond – R Hassel Construction Company](#)



City of Friendswood

Department of Public Works

416 Morningside

Friendswood, Texas 77546-4856

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: Arbor Gate Section 2 - Utilities

PROJECT NUMBER: SD2017-01

On September 19, 2018 the Department of Public Works received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out by the City to ascertain the compliance of the Work with the Contract for One-Year Maintenance Period Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the Harris Construction. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on November 5, 2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

George L. Cherepes, CFM
Projects Coordinator

Date

END OF DOCUMENT

00815-1



City of Friendswood

Department of Public Works

416 Morningside

Friendswood, Texas 77546-4856

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: Arbor Gate Section 2 - Paving

PROJECT NUMBER: SD2017-01

On September 19, 2018 the Department of Public Works received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out by the City to ascertain the compliance of the Work with the Contract for One-Year Maintenance Period Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the R. Hassel Construction. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on November 5, 2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

George L. Cherepes, CFM
Projects Coordinator

Date

END OF DOCUMENT

00815-1



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00825

Release of Bond

PROJECT NAME: Arbor Gate 2 Subdivision - Utilities

PROJECT NUMBER: SD2017-01

TO: Harris Construction Company, Ltd.
6602 Guhn Road
Houston, TX 77040

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number 58S209574 from Liberty Mutual Insurance Company, 13201 NW Freeway, Suite #810, Houston, TX 77040, which is enclosed.

George L. Cherepes, CFM
Projects Coordinator

Date

Copy: Liberty Mutual Insurance Company

END OF DOCUMENT

00825-1



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00825

Release of Bond

PROJECT NAME: Arbor Gate Section 2 - Paving

PROJECT NUMBER: SD2017-01

TO: R. Hassell Properties, Inc.
12512 Cutten Road, Suite A
Houston, TX 77066

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number 1055146 from The Hanover Insurance Company, 10375 Richmond Avenue, Suite 1050, Houston, Texas 77042, which is enclosed.

George L. Cherepes, CFM
Projects Coordinator

Date

Copy: The Hanover Insurance Company

END OF DOCUMENT

00825-1



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 23, 2018

Dept. Clearances: Patrick Donart

Prepared by: George L. Cherepes

Originating Department: PW

Subject: Arbor Gate Section 5 – Request to authorize acceptance of Paving and Utilities improvements at completion of the one-year maintenance period

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:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with the City of Friendswood's Final Acceptance Process for City Infrastructure, City Staff has confirmed that the required infrastructure to serve Arbor Gate Section 5 has been executed in accordance with the approved plans. The required one-year maintenance period for the respective contractors has been completed, a formal walk-through has been conducted, and the required punch list items have been completed. The designated contractors (R. Hassell Construction & Harris Construction), and the developer (Friendswood Development), have fulfilled all necessary obligations required for proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City acceptance of maintenance for the improvements and release of the respective contractor's maintenance bond will transfer liability for maintenance from the respective contractor to the City of Friendswood Public Works Department.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of Arbor Gate Section 5 and release of the respective maintenance bonds with the designated contractors (R. Hassell Construction & Harris Construction).

ATTACHMENTS

[One-Year Maintenance Acceptance – Harris Construction Company](#)
[One-Year Maintenance Acceptance – R Hassell Construction Company](#)
[Release of Bond – Harris Construction Company](#)
[Release of Bond – R Hassel Construction Company](#)



City of Friendswood

Department of Public Works

416 Morningside

Friendswood, Texas 77546-4856

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: Arbor Gate Section 5 - Utilities

PROJECT NUMBER: SD2017-02

On September 19, 2018 the Department of Public Works received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out by the City to ascertain the compliance of the Work with the Contract for One-Year Maintenance Period Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the Harris Construction. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on November 5, 2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

George L. Cherepes, CFM
Projects Coordinator

Date

END OF DOCUMENT

00815-1



City of Friendswood

Department of Public Works

416 Morningside

Friendswood, Texas 77546-4856

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: Arbor Gate Section 5 - Paving

PROJECT NUMBER: SD2017-02

On September 19, 2018 the Department of Public Works received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out by the City to ascertain the compliance of the Work with the Contract for One-Year Maintenance Period Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the R. Hassel Construction. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on November 5, 2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

George L. Cherepes, CFM
Projects Coordinator

Date

END OF DOCUMENT

00815-1



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00825

Release of Bond

PROJECT NAME: Arbor Gate 5 Subdivision - Utilities

PROJECT NUMBER: SD2017-02

TO: Harris Construction Company, Ltd.
6602 Guhn Road
Houston, TX 77040

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number 58S209574 from Liberty Mutual Insurance Company, 13201 NW Freeway, Suite #810, Houston, TX 77040, which is enclosed.

George L. Cherepes, CFM
Projects Coordinator

Date

Copy: Liberty Mutual Insurance Company

END OF DOCUMENT

00825-1



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00825

Release of Bond

PROJECT NAME: Arbor Gate Section 5 - Paving

PROJECT NUMBER: SD2017-02

TO: R. Hassell Properties, Inc.
12512 Cutten Road, Suite A
Houston, TX 77066

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number 1055146 from The Hanover Insurance Company, 10375 Richmond Avenue, Suite 1050, Houston, Texas 77042, which is enclosed.

George L. Cherepes, CFM
Projects Coordinator

Date

Copy: The Hanover Insurance Company

END OF DOCUMENT

00825-1



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 15, 2018

Dept. Clearances: Patrick Donart

Prepared by: George L. Cherepes

Originating Department: PW

Subject: 2013 Street Bond Project – Request to authorize acceptance of the construction project at completion of the one-year maintenance period

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: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with our final acceptance process, City staff has confirmed that the required infrastructure for 2013 Street Bond Project is installed and operating in accordance with the approved plans. The required one-year maintenance period for the respective contractor has been completed, a formal walk-through has been conducted, and the required punch list items have been completed. The designated contractor (El Dorado Paving Company, Inc.) has fulfilled all necessary obligations for the proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City acceptance of maintenance for the improvements and release of the respective contractor's maintenance bond will transfer liability for maintenance from the respective contractor to the City of Friendswood Public Works Department.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of 2013 Street Bond Project and release of the respective maintenance bond with the designated contractor (El Dorado Paving Company, Inc.).

ATTACHMENTS

[One-Year Maintenance Acceptance – El Dorado Paving](#)
[Release of Bond - El Dorado Paving](#)



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: 2013 Street Bond Projects - Round 1

PROJECT NUMBER: GO 1509, 1510, 1511, & 1512

Bid NUMBER: 2015-17

On 9/4/2018 the Department of Public Works received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out by the City to ascertain the compliance of the Work with the Contract for One-Year Maintenance Period Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the El Dorado Paving Company, Inc.. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on November 5, 2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

George L. Cherepes, CFM
Projects Coordinator

Date

END OF DOCUMENT

00815-1



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00825

Release of Bond

PROJECT NAME: 2013 Street Bond Project

PROJECT NUMBER: GO1509, 1510, 1511, & 1512

TO: El Dorado Paving Company, Inc.
13221 Chrisman Road
Houston, TX 77039

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number TXC607294 from Merchants Bonding Company, 2100 Fleur Drive, Des Moines, IA 50321, which is enclosed.

George L. Cherepes, CFM
Projects Coordinator

Date

Copy: Merchants Bonding Company

END OF DOCUMENT



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 23, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Centennial Park Basketball Pavilion – Request to authorize acceptance of the construction project at completion of the one-year maintenance period

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

In accordance with the City of Friendswood's Final Acceptance Process for City Capital Projects, City Staff has confirmed that the required construction of the Centennial Park Basketball Pavilion has been executed in accordance with the approved plans. The required one-year maintenance period for the respective contractor has been completed, a formal walk-through has been conducted, and the required punch list items have been completed. The designated contractor (IKLO Construction), has fulfilled all necessary obligations required for proposed acceptance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City acceptance of maintenance for the improvements and release of the respective contractor's maintenance bond will transfer liability for maintenance from the respective contractor to the City of Friendswood Parks and Recreation Department.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of Centennial Park Basketball Pavilion and release of the respective maintenance bond with the designated contractor (IKLO Construction).

ATTACHMENTS

[One-Year Maintenance Acceptance – IKLO Construction](#)
[Release of Bond – IKLO Construction](#)



City of Friendswood
Public Works, Engineering Division
416 Morningside
Friendswood, Texas 77546-4856

DOCUMENT 00815

Certificate of One-Year Maintenance Acceptance

PROJECT NAME: Basketball Pavilion at Centennial Park
PROJECT NUMBER: GO 1504
BID NUMBER: 2016-02

On June 14, 2018 the Public Works, Engineering Division received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out by the City to ascertain the compliance of the Work with the Contract for One-Year Maintenance Period Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the IKLO. All work is declared Acceptable and the One-year Maintenance Period is complete and accepted by the City Council on November 5, 2018.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

George L. Cherepes, CFM
Projects Coordinator

Date

END OF DOCUMENT

00815-1



City of Friendswood

Department of Public Works

**416 Morningside Drive
Friendswood, Texas 77546-4856**

DOCUMENT 00825

Release of Bond

PROJECT NAME: Centennial Park Basketball Pavilion

PROJECT NUMBER: GO1504

TO: IKLO Construction
47 Lake Sterling Gate Drive
Spring, TX 77379

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number 4221392 from SureTec Insurance Company, 9737 Great Hills Trail, Suite 320, Austin, TX 78759, which is enclosed.

George L. Cherepes, CFM
Projects Coordinator

Date

Copy: SureTec Insurance Company

END OF DOCUMENT



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 15, 2018

Dept. Clearances: Patrick Donart

Prepared by: George L. Cherepes

Originating Department: PW

Subject: Friendswood Trails – Request to authorize acceptance of the construction project at start of the one year maintenance period

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: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In accordance with the City of Friendswood's Final Acceptance Process for City Infrastructure, City Staff has confirmed that the required infrastructure to serve Friendswood Trails has been executed in accordance with the approved plans. The designated contractors (Angel Brothers Enterprises, LTD.), and the developer (Parke Patterson Land Development), have fulfilled all necessary obligations required for proposed acceptance and enter One-Year Maintenance Period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Acceptance of the improvements will provide immediate access for construction of new housing in Friendswood Trails.

RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of Friendswood Trails and begin the one-year maintenance period with the designated contractor (Angel Brothers Enterprises, LTD).

ATTACHMENTS

[Engineers Letter](#)

[One-Year Maintenance Bond with Angel Brothers Enterprises Ltd](#)



Everest Design Group

PLANNING, ENGINEERING, CONSTRUCTION MANAGEMENT

November 1, 2018

Patrick Donart, P.E., CFM
Public Works Director/City Engineer/Floodplain Administrator
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Re: **Substantial Completion Letter**
Friendswood Trails – Phase 1

Dear Mr. Donart:

Based upon my field inspection of October 31, 2018, this letter provides certification of construction completion of the above referenced project.

Construction was performed by Angel Brothers in accordance with the approved infrastructure plans consisting of: water, sanitary sewer, storm drainage, storm water/flood plain fill mitigation pond and paving.

Additionally, the Contractor has completed the punch list items generated at the final inspection and has posted the one-year Maintenance Bond. Therefore, we recommend acceptance of the site infrastructure for Friendswood Trails – Phase 1.

Please let me know if you have any questions.

Selwyn P. Thint

Selwyn P. Thint, P.E.
Managing Partner
TBPE Firm No. 9440

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**ONE-YEAR
MAINTENANCE BOND**

DOCUMENT 00800

ONE-YEAR MAINTENANCE BOND

THAT WE, ANGEL BROTHERS ENTERPRISES, LTD], as Principal, hereinafter called the Contractor, and the other subscriber hereto, LIBERTY MUTUAL FIRE INSURANCE COMPANY, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of FOUR MILLION, TWO HUNDRED SIXTY-FOUR THOUSAND, EIGHT HUNDRED FORTY-NINE dollars and 92/100 cents (\$4,264,849.92]), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for SITE INFRASTRUCTURE WORK AT FM 528 AND COUNTRY CLUD DRIVE, FRIENDSWOOD TX of FRIENDSWOOD TRAILS, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end if the One-year Maintenance period;

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

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

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

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**ONE-YEAR
MAINTENANCE BOND**

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

ATTEST SEAL:



ANGEL BROTHERS ENTERPRISES,
LTD]

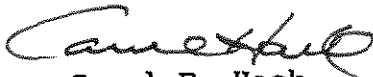
Name of Contractor



Signature

Name:] Chance Angel, Vice President
Title:

ATTEST SEAL:



Carol E. Hock
Attorney in Fact

LIBERTY MUTUAL FIRE INSURANCE
COMPANY]

Full Name of Surety

7900 WINDROSE AVENUE]

Address of Surety for Notice

PLANO TX 75024]

City, State and Zip Code of Surety for Notice

469-997-6739/BOND NUMBER 022-
221-652]

Telephone Number of Surety



Signature

Name: Robert M. Overbey, Jr.

Title: Attorney-in-Fact

Date: October 31, 2018

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

[INSERT CITY ATTORNEY NAME]
City Attorney

Date

END OF DOCUMENT

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 7997369

LIBERTY MUTUAL FIRE INSURANCE COMPANY
WAUSAU, WISCONSIN
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: LIBERTY MUTUAL FIRE INSURANCE COMPANY, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Carol E. Hock; Suzonne D. Lawrence; Lauren O. Moudy; Robert M. Overbey, Jr.

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

In Witness Whereof, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 1st day of February, 2018.



LIBERTY MUTUAL FIRE INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

Attest: Lisa Love
Lisa Love

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 1st day of February, 2018, by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 31st day of October, 2018



By Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

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

You may also write to:

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

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

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

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

Usted tambien puede escribir a:

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

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

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

WAIVER OF LIEN TO DATE

THE STATE OF TEXAS

COUNTY OF Harris

WHEREAS, Friendswood Trails, LLC, has contracted with Angel Brothers Ent., Ltd., as the General Contractor, to construct certain improvements on the property (the "Property") more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the General Contractor has furnished the following labor and/or materials for the Property:

Original Contract Sum	\$ <u>4,264,849.⁹²</u>
Net change by orders	\$ <u>0</u>
Total completed	\$ <u>4,264,849.⁹²</u>
Current Payment	\$ <u>0</u>

NOW, THEREFORE, in consideration of \$ 4,264,849.⁹², and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive and release any and all lien or claim of, or right to lien under the laws of the jurisdiction in which the Property is located, relating to mechanics', materialmen's, artisans', or similar liens, with respect to and on the Property, and any improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds, or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery furnished to this date by the undersigned for the Property.

The undersigned further warrants and represents that all persons or companies furnishing materials, supplies, equipment or services to the undersigned in connection with the Property have been listed on the reverse hereof and have been paid all amounts owing to them for such materials, supplies, equipment, or services furnished to this date, or that such persons or companies shall be paid all such amounts out of the proceeds being paid to the undersigned as of this date, and that there are no other contracts for such work outstanding and nothing due or to become due for such work other than as stated on the reverse hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 31st
day of October, 2018.

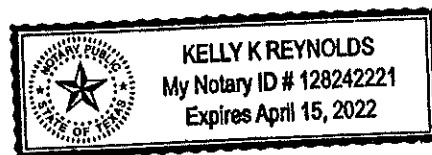
ANGEL BROTHERS ENT., LTD.

(Name of Company)

By: *Chance Angel*
Name: Chance Angel, Vice President
Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME on this the 31st day of
October, 2018.

Kelly K. Reynolds
Notary Public in and for the State of Texas



NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used and title of officer signing waiver should be set forth. If waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as a partner.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 2018

Date Submitted: October 3, 2018

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Disposal of Police Vehicle

Originating Department: Police

City Attorney Review: NA

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

The police department has three decommissioned police vehicles (1979 AMGC 2.5 ton 6X6 VIN [REDACTED], 2000 AMG 2.5 ton 6X6 VIN [REDACTED], 2013 Chevrolet Tahoe VIN [REDACTED]) that it presents for disposal. The military trucks have been in service since 2000 and the Tahoe has been in service since 2012. The military trucks are being replaced with Light Medium Tactical Vehicles (LMTVs) and the Tahoe was replaced in FY18 with P407. Costs associated with keeping the 6x6 military trucks suitable for service are high, making the most cost effective solution to auction/sell/dispose of the vehicles. The 1979 model has 1027.6 hours of service and the 2000 model has 1569.1 hours of service. The 2013 Tahoe needs more than \$6,000 worth of engine repairs and has 116,490 miles.

Staff is looking into the options available for disposal of this former military vehicles consistent with Federal and State law. The Tahoe will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the disposal of the military vehicles will be used to offset the costs of outfitting the new LMTV replacements and proceeds received from the disposal of the Tahoe will be deposited into the General Fund.

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of these assets in the manner described above.

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: 11/5/18

Date Submitted: 10/18/18

Dept. Clearances: Terry Byrd

Prepared by: Debbie Murphree

Subject: Purchase of FVFD Vehicle

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$44,607

Amount Budgeted: n/a

Appropriation Required: n/a

Source of Funds: FVFD Fire/EMS Donation Funds

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Friendswood Volunteer Fire Department is requesting Council's approval to purchase a new 2019 F150 4X4 Crew Cab to replace (Unit 2103) the Assistant Fire Chief's vehicle, a 2009 Ford Expedition.

Three quotes were obtained from the following: McRee Ford - \$34,607, Ron Carter - \$35,330 and Mac Haik - \$34,700.

Based on the quotes, the FVFD found McRee Ford provided the best pricing of **\$34,607**. FVFD will be trading in the 2009 Ford Expedition XLT with a trade-in value of **\$5,000**.

Emergency lights, sirens, striping and bed mounting systems will need to be installed on the new 2019 F150 Crew Cab prior to placing the unit in service. This work will require an additional **\$15,000**.

The purchase of this vehicle is noted in the FVFD narrative included in the City's FY2019 adopted budget and is listed on the FVFD 15 year Capital Equipment Replacement Plan. The purchase will not impact the City's operating budget as it will be funded by the Fire/EMS donations remitted to and managed by FVFD.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Replacement of this vehicle will allow the VFD to maintain their response fleet with reliable vehicles.

RECOMMENDATIONS

Friendswood Volunteer Fire Department requests City Council's authorization to purchase a 2019 Ford F-150 Crew Cab to replace the Assistant Fire Chief's vehicle and authorize the trade-in of the 2009 Ford Expedition.

ATTACHMENTS

[McRee Ford Quote](#)

[Trade-In Appraisal](#)

[Ron Carter Quote](#)

[Mac Haik Ford Quote](#)

VIRTC1DP  EN

CNGP530

VEHICLE ORDER CONFIRMATION

10/01/18 14:47:00

==>

Dealer: F52052

2019 F-150

Page: 1 of 1

Order No: 9999 Priority: M1 Ord FIN: KQ409 Order Type: 5B Price Level: 920

Ord Code: 301A Cust/Flt Name: CTY FRIENDSWD PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W1E	F150 4X4 CREW	\$42915	\$39910.00	7000# GVWR		
	145" WHEELBASE			FRT LICENSE BKT	NC	NC
PQ	RACE RED			413 SKID PLATES	160	148.00
M	PREM CLOTH			53B CLASS IV HITCH	95	88.00
C	MED LIGHT CAMEL			MIR DUAL PWR		
301A	EQUIP GRP	2150	1979.00	91V 110V/400W	200	184.00
	.XLT SERIES			FLEX FUEL		
	.8-WAY PWR SEAT			SP FLT ACCT CR		(1295.00)
	.REAR DEFROSTER			FUEL CHARGE		11.36
	.SIRIUSXM RADIO			DEST AND DELIV	1495	1495.00
	.17" SILVER ALUM			TOTAL BASE AND OPTIONS	49580	44881.36
995	5.0L V8 FFV ENG	1995	1836.00	XLT MID DISCOUNT	(1000)	(920.00)
44G	ELEC 10-SPDAUTO			TOTAL	48580	43961.36
	.265/70R-17			*THIS IS NOT AN INVOICE*		
XL6	3.73 ELEC LOCK	570	525.00			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04443

Order price only

V1DP0085

2,6

\$ 32697.36 if ordered before 10/31 after 10/31 \$ 34583.36

23.75

Inspection

23.75

32721.11

34607.11

DENISON "DENNY" STEPHENS
dstephens@mcreeford.comDirect 281-337-8368
Cell 281-413-0404
Fax 281-337-4024


"That's My Dealer"

www.mcreeford.com

2800 GULF FREEWAY | P.O. BOX 577 | DICKINSON, TEXAS 77539

Appraisal Sheet

As of October 18, 2018

McRee Ford

2800 Gulf Fwy Dickinson, TX 77539

(281) 337-1529

Customer Information

Vehicle Description



Name: CITY OF FRIENDSWOOD

Year: 2009

Address:

Make: Ford

City: Select

Model: Expedition

State:

Series: 2WD 4dr SSV

ZIP:

Body Style: 4D Utility

Email:

Stock #:

Phone:

Color: Oxford White

Mileage: 13763

VIN: 1FMFU15519LA12528

Appraisal Information

Appraisal Date: 10/18/2018

Customer Note: N/A

Appraiser: Bob Sluss

Salesperson: N/A

Disclaimer: Said vehicle does not have a welded or bent frame to chassis or unibody damage and the motor block and cylinder heads are not cracked, welded, or repaired. The present engine in the vehicle is the original installed by the vehicle's manufacturer. The vehicle was never in flood and has no salvage or junk history. Said vehicle has not been in any accident that resulted in damages over \$500.00 and the emission control equipment has never been altered or removed. The airbags have never been deployed. I understand that I may be responsible for any damages you may incur in the event I have misrepresented the condition of my trade-in vehicle to you.

Please circle one

Flood: No / Yes

Frame: No / Yes

Accident: No / Yes

Exhaust Smoke: No / Yes

The owner acknowledges that trade-in vehicle has not been damaged by flood, has not had frame damage, or the trade title does not and should not indicate salvage or gross polluter in any manner, regardless of state or region.

Date:

Signed (Owner):

Sales Manager:

** This appraisal is good toward the purchase of a new or pre-owned vehicle for (7) days or 150 miles from 10/18/2018 **

McRee Ford

 2800 Gulf Fwy
 Dickinson, TX 77539
 (281) 337-1529

 88-93377 / 1129
 5553526895

No. 209

DATE: 10/18/2018

PAY TO THE ORDER OF: CITY OF FRIENDSWOOD

\$ 5,000

Five Thousand

Voucher Good for Purchase of Vehicle

 Expiration Date: 10/25/2018 and/or 150
 miles

MEMO

VIN: 1FMFU15519LA12528

4 5 6 3 9 7 6 5 4

3 1 5 4 6 5 7 9 5 5

0 2 0 9



Dealership Information

RON CARTER AUTOWORLD FLEET SALES DEPT3205 FM 528ALVIN, TX 77511GARY P
BOGUSZFLEET SALES DIRECTOR281 388-8406GBOGUSZ@RONCARTER.COM

Prepared By: *GARY BOGUSZ*

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 6786. Data Updated: Oct 16, 2018 9:47:00 PM PDT.



[Fleet] 2019 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	\$39,910.00	\$42,915.00
Total Options	\$3,840.00	\$4,170.00
Vehicle Subtotal	\$43,750.00	\$47,085.00
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,495.00	\$1,495.00
Grand Total	\$45,245.00	\$48,580.00

SALE PRICE \$35,330⁰⁰

THANKS

Gary P. Boyer

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 6786. Data Updated: Oct 16, 2018 9:47:00 PM PDT.



[Fleet] 2019 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box

Selected Model and Options

MODEL			
CODE	MODEL	Invoice	MSRP
W1E	2019 Ford F-150 XLT 4WD SuperCrew 5.5' Box	\$39,910.00	\$42,915.00

COLORS			
CODE	DESCRIPTION	Invoice	MSRP
PQ	Race Red	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL			
CODE	DESCRIPTION	Invoice	MSRP
—	GVWR: 7,000 lbs Payload Package	Inc.	Inc.
413	Skid Plates -inc: fuel tank, transfer case and front differential	\$148.00	\$160.00
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness	\$88.00	\$95.00

ADDITIONAL EQUIPMENT - EXTERIOR			
CODE	DESCRIPTION	Invoice	MSRP
54R	Power Glass Heated Sideview Mirrors -inc: manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror	Inc.	Inc.
57Q	Rear Window Defroster	Inc.	Inc.

ADDITIONAL EQUIPMENT - INTERIOR			
CODE	DESCRIPTION	Invoice	MSRP
91V	110V/400W Outlet -inc: 2nd outlet in the console	\$184.00	\$200.00

ADDITIONAL EQUIPMENT - OTHER			
CODE	DESCRIPTION	Invoice	MSRP
—	Equipment Group 301A Mid savings *DISCOUNT*	(\$920.00)	(\$1,000.00)

PAINT SCHEME			
CODE	DESCRIPTION	Invoice	MSRP
—	Monotone Paint Application	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 6786. Data Updated: Oct 16, 2018 9:47:00 PM PDT.



[Fleet] 2019 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box

TIRES

CODE	DESCRIPTION	Invoice	MSRP
—	Tires: P265/70R17 OWL A/T (STD)	\$0.00	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	Invoice	MSRP
301A	Equipment Group 301A Mid -inc: 4.2" Productivity Screen in Instrument Cluster, Rear Window Defroster, SiriusXM Radio, 7 speakers and 6-month prepaid subscription, Service is not available in Alaska and Hawaii, Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc, Rear Under-Seat Storage, Fixed Backlight w/Privacy Glass, 8-Way Power Driver Seat, Power-Adjustable Pedals, Leather-Wrapped Steering Wheel, Power Glass Heated Sideview Mirrors, manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror *GROSS*	\$1,979.00	\$2,150.00

TRANSMISSION

CODE	DESCRIPTION	Invoice	MSRP
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	Invoice	MSRP
64F	Wheels: 17" Silver Painted Aluminum (STD)	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	Invoice	MSRP
995	Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability, 3.31 Axle Ratio, GVWR: 7,000 lbs Payload Package	\$1,836.00	\$1,995.00

SEAT TYPE

CODE	DESCRIPTION	Invoice	MSRP
MC	Medium Light Camel, Cloth 40/20/40 Front Seat -inc: 4-way adjustable driver/passenger headrests	\$0.00	\$0.00

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Data Version: 6786. Data Updated: Oct 16, 2018 9:47:00 PM PDT.



[Fleet] 2019 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box

PRIMARY PAINT

CODE	DESCRIPTION	Invoice	MSRP
PQ	Race Red	\$0.00	\$0.00

AXLE RATIO

CODE	DESCRIPTION	Invoice	MSRP
XL6	Electronic Locking w/3.73 Axle Ratio	\$525.00	\$570.00
Options Total		\$3,840.00	\$4,170.00

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Data Version: 6786. Data Updated: Oct 16, 2018 9:47:00 PM PDT.

VIRTCDP

CNGP530

VEHICLE ORDER CONFIRMATION

10/15/18 11:43:29

==>

Dealer: F52031

2019 F-150

Page: 1 of 1

Order No: 0001 Priority: M2 Ord FIN: KQ409 Order Type: 5B Price Level: 920

Ord PEP: 301A Cust/Flt Name: FRIENDSWDFIRE PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W1E	F150 4X4 CREW	\$42915	\$39910.00	7000# GVWR		
	145" WHEELBASE			FRT LICENSE BKT	NC	NC
PQ	RACE RED			413 SKID PLATES	160	148.00
M	PREM CLOTH			53B CLASS IV HITCH	95	88.00
C	MED LIGHT CAMEL			MIR DUAL PWR		
301A	EQUIP GRP	2150	1979.00	91V 110V/400W	200	184.00
	.XLT SERIES			FLEX FUEL		
	.8-WAY PWR SEAT			SP FLT ACCT CR		(1295.00)
	.REAR DEFROSTER			FUEL CHARGE		10.68
	.SIRIUSXM RADIO			DEST AND DELIV	1495	1495.00
	.17" SILVER ALUM			TOTAL BASE AND OPTIONS	49580	44880.68
995	5.0L V8 FFV ENG	1995	1836.00	XLT MID DISCOUNT	(1000)	(920.00)
44G	ELEC 10-SPDAUTO			TOTAL	48580	43960.68
	.265/70R-17			*THIS IS NOT AN INVOICE*		
XL6	3.73 ELEC LOCK	570	525.00			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04511

V1DP0045

2,6

SP. SP 43,100.00

GOV.
Incity

- 8 400

34,700

+TTC

or APP TAX

The Purchase Order
will need to Detail no later

11/6/2018

the order will need 16-week
to order delivery time.

Delivery Not Included

F.O.B.

Machik Ford



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: 11/05/2018

Date Submitted: 10/18/18

Dept. Clearances: T. Byrd

Prepared by: D. Murphree

Subject: Purchase of New Fire Truck & Auction of Surplus Fire Truck

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$579,153

Amount Budgeted: \$0

Appropriation Required: \$579,153

Source of Funds: Fire/EMS Donations

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Friendswood Volunteer Fire Department (FVFD) is requesting City Council's approval to order one fire truck that will replace a 1997 Spartan fire truck. This fire truck is on the FVFD 15-year Capital Equipment Plan.

The new fire truck will be a 2019 Spartan 4-Door Custom Full-Tilt Aluminum Cab and will be placed in service at Fire Station 1. The expected cost will be \$577,153, plus the Houston-Galveston Council (H-GAC) fee of \$2,000 for a total of **\$579,153**.

In addition, the FVFD is requesting Council's approval to auction off the 1997 Spartan General Pumper once the new fire truck is received and put in service.

The truck is funded through Fire/EMS donations. Prior to projected delivery, the City will seek financing proposals for the purchase. The recommendation for financing will be submitted to City Council for approval. The debt service will be in the City's name and paid by Fire/EMS donations made via the utility bill payments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Replacement of this new fire truck will allow the FVFD to maintain their response fleet with reliable vehicles.

RECOMMENDATIONS

Friendswood Volunteer Fire Department requests City Council's authorization to allow production of this fire truck to start, with a completion date in approximately 10-12 months. In addition, FVFD requests Council's approval to auction off the 1997 Spartan General Pumper truck once the new fire truck has been put in service.

ATTACHMENTS

[Metro Fire Apparatus - H-GAC Contract Pricing Worksheet](#)



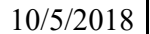
Contract Pricing Worksheets

Rev 02-05-07

**NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548**

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.



\$579,153



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 5, 2018

Date Submitted: October 16, 2018

Dept. Clearances: T. Byrd

Prepared by: D. Murphree

Subject: EMPG 2018 Sub-Recipient Grant Award

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

The City of Friendswood has been successful in qualifying for funding from FEMA's Emergency Management Performance Grant (EMPG) for the past 21 consecutive years. The Governor's Division of Emergency Management administers this grant in the State of Texas for FEMA. This grant award is in the amount of \$33,315.11, a decrease of \$1,819.68 from last year's award.

There are no matching funds required for this grant.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The EMPG grant funding supports the City's comprehensive Emergency Management program.

RECOMMENDATIONS

Recommendation is for Council to accept and authorize the Mayor to execute the Grant Acceptance Form to meet the local application deadline.

ATTACHMENTS

[Notice of EMPG FY18 – Sub-Recipient Grant Award](#)

**TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)**

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: FY 2018 Emergency Management Performance Grant	
DHS Instrument Number: EMT-2018-EP-00008	
TDEM Grant Number: 18TX-EMPG-0338	
Administered By:	Texas Department of Public Safety Texas Division of Emergency Management P.O. Box 4087 Austin, Texas 78773-0220
SubRecipient:	City of Friendswood 910 S. Friendswood Drive Friendswood, TX 77546-4856
Amount of Grant: \$33,315.11	
Period of Grant: October 1, 2017 to March 31, 2019	

The period of grant reflects a six (6) month **PROGRAMMATIC EXTENSION ONLY** to complete and close out your FY 18 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2018 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	Authorized Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 10/15/2018	Date:

**Return Signed Copy of This Page within 45 days to: TDEM.EMPG@dps.texas.gov
or mail in a copy:**

Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: **November 5, 2018**

Date Submitted: **October 22, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **James Toney**

Subject: **Buyout Property License Agreement**

Originating Department: **P&R**

City Attorney Review: Yes

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: *RGB*

MK

**Morad Kabiri
City Manager**

SUMMARY / ORIGINATING CAUSE

As a result of the Tropical Storm Allison Buyout Project, the City obtained 136 residential lots. Since the completion of this project, the Parks and Recreation Department has been tasked with the mowing maintenance along with paying HOA fees for the majority of these lots. However, Parks and Recreation has continued to seek out and coordinate license agreements with other entities to help relieve the financial burden.

Thus far, 46 of these lots have been reserved for the Galveston County Consolidated Drainage District (but only four are currently maintained by GCCDD); 14 have been identified for Parks and Recreation access, 13 have been licensed to Homeowners Associations, and 32 have been licensed to individual homeowners. The remaining 31 lots are still available to interested adjacent homeowners. Note: One lot (113 Cherry Tree) was donated to the City bringing the overall total to 137 lots.

As of the last meeting between City and GCCDD staff regarding the possibility of the District taking over the maintenance of more of their reserved lots, City Staff was informed that GCCDD is not in need of additional lots.

This item is on the agenda to request a new license agreement for the property(s) located at 15510 Wandering Trail. The resident wishing to license the property is David Rives residing at 15518 Wandering Trail.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this license agreement is awarded, this lot will be licensed to an individual homeowner for the purpose of beautification, thus, allowing the Parks and Recreation Department to suspend the maintenance cost associated with this lot.

RECOMMENDATIONS

Staff recommends that Council approve the license agreement with David Rives residing at 15518 Wandering Trail, and authorize the Mayor to execute the agreement on behalf of the City according to the Open Space Guidelines.

ATTACHMENTS

[Licensing Agreement](#)

[Exhibit A – 15510 Wandering Trail](#)

[Open Space Guidelines and Buyout Program Adjacent Homeowners Questionnaire](#)

LICENSE AGREEMENT

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

This License Agreement is made and entered into this 5th day of November, 2018, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and David Rives, being located at 15518 Wandering Trail, 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 property 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 nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term:** The term of this License shall be for a period of ten (10) years, commencing on November 5, 2018 and terminating at midnight, November 5, 2028. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay to the respective Home Owner's Association all Home Owners' Association fees and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, policies of the respective Home Owner's Association, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over and across the Premises for such purposes as may be needed in conjunction with the rights granted

in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensors Flood Plain Manager. Licensee, subject to approval by Licensors Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensors in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensors and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensors:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
------------------	---

If to Licensee:	David Rives 15518 Wandering Trail Friendswood, Texas 77546 281-731-9334
-----------------	--

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).

9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensors harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensors, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents, employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of

whatsoever nature of Licensors, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.

11. **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 Licensors; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensors; 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, Licensors may, at its option, terminate this License without affecting its right to sue for all past due License Fees, and any other damages to which Licensors may be entitled. Should Licensors be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensors shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **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 Licensors pays such tax, Licensee shall reimburse Licensors 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, Licensors shall furnish evidence of payment of all taxes.

13. **Improvements:** Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensors without the prior written consent of the Licensors.

14. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensors's Floodplain Manager, which consent shall not be unreasonably withheld.

15. **Other Conditions:**

A. Whenever under the License the consent or approval of either party is

required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensors of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

B. Licensors covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensors, or by any person claiming under Licensors or any other licensee of Licensors.

C. 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.

D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensors property by Licensors, or lessees or licensees of Licensors, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensors shall not use, nor shall Licensors permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

16. Severability and Substitution of Valid Provisions: In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

17. Entire Agreement and Binding Effect: This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensors 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, Licensors and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

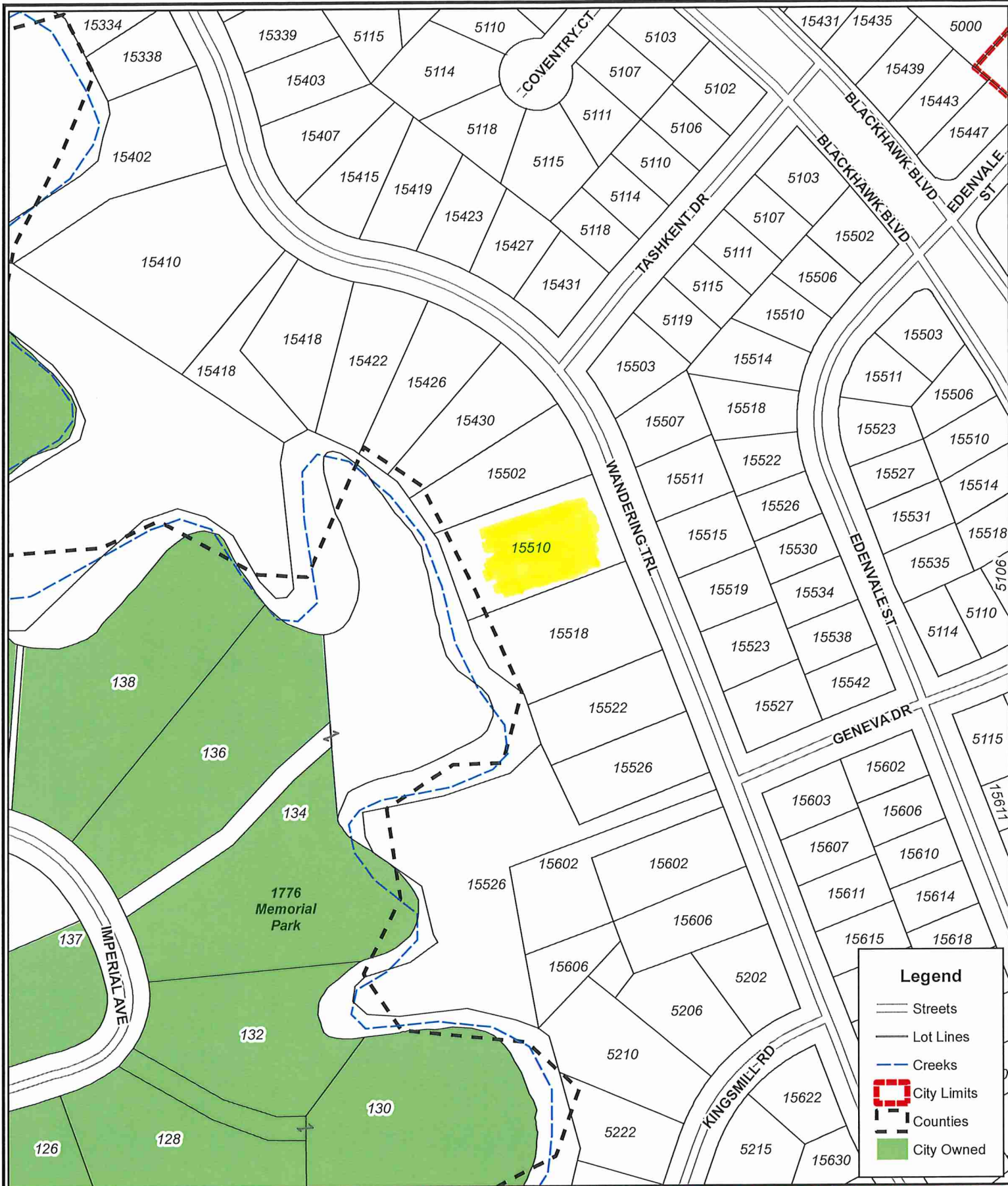
Mike Foreman
Mayor

Attested:

Melinda Welsh
City Secretary

LICENSEE:

By:



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" = 179'

City of Friendswood
Buyout Lot Licensing Program
Adjacent Homeowner's Questionnaire

Name(s): David Rives
Address: 15518 Wandering Trail
Phone: 281-731-9334
Email: _____

I have lived at this address since*: _____

* In the event that more than one homeowner expresses interest in the same property, priority will be given to the one who has lived at their current address the longest.

I am interested in licensing the following lot(s): 15510 Wandering Trail

I am NOT interested in licensing any of the Buyout Lot properties. _____

Please return this form within the next 30 days to:
City of Friendswood
Parks and Recreation Department
910 S. Friendswood
Friendswood, TX 77546



Cheryl E. Johnson, PCC

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



October 8, 2018

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of September, 2018 is true and correct.

Under my hand and seal this 8th day of October, 2018.

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

Yvonne Manis
Bacliff Municipal Utility District
P.O. Box 8717
Bacliff, TX 77518

Miranda Sandstrum
Bayview Municipal Utility District
309 Miles Road
Bacliff, TX 77518

Lisa Mitchelle
City of Bayou Vista
2929 Hwy 6, Suite 100
Hitchcock, TX 77563

Christy Stroup
City of Clear Lake Shores
1006 South Shore Drive
Clear lake Shores, TX 77565

Chris Heard
City of Dickinson
4403 Hwy 3
Dickinson, TX 77539

Katina Hampton
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Debbie Jordan, CPA
City of Galveston
823 Rosenberg, 3rd Floor
Galveston, TX 77550

Lucy Dieringer
City of Hitchcock
7423 Hwy 6
Hitchcock, TX 77563

John Brick
City of Jamaica Beach
P.O. Box 5264
Galveston, TX 77554

Kathy Pierce
City of Kemah
1401 Hwy 146
Kemah, TX 77551

Suzu Kou
City of La Marque
1111 Bayou
La Marque, TX 77568

Allena Portis
City of League City
300 West Walker
League City, TX 77573

Janet Davis
City of Santa Fe
P.O. Box 950
Santa Fe, TX 77510

Laura Boyd
City of Texas City
P.O. Box 2608
Texas City, TX 77592

Brandee Lawther
City of Tiki Island
802 Tiki Drive, Route 2
Galveston, TX 77554

Trudy Trochesset
College of the Mainland
1200 Amburn Road
Texas City, TX 77591

Business Services
Dickinson Independent School District
P.O. Box Drawer Z
Dickinson, TX 77539

Mike Darlow
Dickinson Independent School District
1235 North Loop West, Suite 600
Houston, TX 77008

Jeff Engbrock
Galveston College
4015 Ave Q
Galveston, TX 77550

Sally Diaz
Galveston County Drainage District
No. 1
P.O. Box 591
Santa Fe, TX 77517

Teresa Peace
Galveston County Drainage District
No. 2
P.O. Box 624
La Marque, TX 77568

Howard Katz
Galv. Co Emergency Services District
No. 1
820 Gessner Rd., Suite 1710
Houston, TX 77024

Doug Sanders
Galv. Co Emergency Services District
No. 2
PO Box 1575
Crystal Beach, TX 77560

Steve Jefferson
Galv Co Fresh Water Supply District
No. 6
802 Tiki Drive, Route 2
Galveston, TX 77554

Angie Barrera
GC Municipal Utility District No. 12
2929 Hwy 6, Suite 300
Hitchcock, TX 77563

Frank Incaprera
Galv Co Navigation District No. 1
2121 Market St, Suite 211
Galveston, TX 77550

Debra Jones
Galveston Independent School District
3904 Ave T
Galveston, TX 77551

Crystal Larson
High Island Independent School
District
P.O. Box 246
High Island, TX 77623

ATTN: Accounts Payable
Hitchcock Independent School District
7801 Neville Ave, Bldg B
Hitchcock, TX 77563

Janice Hoffman
San Leon Municipal Utility District
P.O. Box 5506
San Leon, TX 77539

Bill Russell
c/o Myrtle Cruz Inc.
Tara Glen Municipal Utility District
1621 Milan St. 3rd Fl
Houston, TX 77024

Susie Perrin
Water Control & Improvement District
No. 19
P.O. Box 105
Hitchcock, TX 77563

Aurora Amaro
Water Control & Improvement District
No. 1
P.O. Box 307
Dickinson, TX 77539

Linda Clayton
Westwood Municipal Management
District

Christopher B. Richardson
Water Control & Improvement District
No. 12
6750 West Loop South, Suite 250
Bellaire, TX 77401

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 148
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2018
LAND VALUE	4,271,816,787	3,655,904,976	0	0	0	3,655,904,976
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	0	0	0	615,911,811
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
EXEMPTIONS	988,826,434	988,826,434	0	0	0	988,826,434
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	0	0	3,264,000,598
LEVY	166,852.29	166,852.29	.00	293.68	293.68	167,145.97
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2018 TO 09/30/2018

PAGE: 17
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2018 END: 07/31/2019 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,264,000.598	0	3,264,000.598	00.527349	167,145.97	16,768

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	166,852.29	293.68	293.68	74,639.06	74,639.06	92,506.91	44.66	0.00
2016	44,211.77	324.39	324.39	5,722.53	5,722.53	38,813.63	12.85	0.00
2015	21,670.94	359.11	359.11	1,127.86	1,127.86	20,902.19	5.12	0.00
2014	22,349.21	395.49	395.49	1,033.79	1,033.79	21,710.91	4.55	0.00
2013	17,333.06	417.26	417.26	429.07	429.07	17,321.25	2.42	0.00
2012	13,775.53	.00	0.00	48.38	48.38	13,727.15	.35	0.00
2011	13,156.57	.00	0.00	53.71	53.71	13,102.86	.41	0.00
2010	12,173.22	.00	0.00	0.00	0.00	12,173.22	.73	0.00
2009	13,941.29	.00	0.00	101.26	101.26	13,840.03	1.16	0.00
2008	10,617.22	.00	0.00	123.02	123.02	10,494.20	.16	0.00
2007	3,846.68	.00	0.00	6.02	6.02	3,840.66	.00	0.00
2006	3,780.84	.00	0.00	0.00	0.00	3,780.84	.00	0.00
2005	2,416.01	.00	0.00	0.00	0.00	2,416.01	.00	0.00
2004	650.49	.00	0.00	0.00	0.00	650.49	.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	.00	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85	.00	0.00
2001	941.66	.00	0.00	0.00	0.00	941.66	.00	0.00
2000	996.69	.00	0.00	0.00	0.00	996.69	.00	0.00
1999	481.49	.00	0.00	0.00	0.00	481.49	.00	0.00
1998	551.21	.00	0.00	0.00	0.00	551.21	.00	0.00
1997	0.00	.00	0.00	0.00	0.00	0.00	.00	0.00
****	351,318.14	1,789.93	1,789.93	83,284.70	83,284.70	269,823.37		0.00

10/03/2018 08:55:37
TC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 09/01/2018 THRU 09/30/2018
JURISDICTION: 337 FRIENDWD CITY

PAGE: 19
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2017 762091418TR	1050100000039	201805	5.01-	0.00	0.65-	0.00 2017	0.00	5.66-
2017 762091418TR	1050100000039	201805	38.53-	0.00	5.01-	0.00 2017	0.00	43.54-
2017 762090418TR	200926	201807	25.24-	0.00	2.02-	0.00 17S7	0.00	27.26-
2017 762090418TR	200926	201805	192.21-	0.00	13.46-	0.00 17S7	0.00	205.67-
2017 762091418TR	401075	201801	1,413.97-	0.00	0.00	0.00 17S7	0.00	1,413.97-
2017 TOTAL			1,674.96-	0.00	21.14-	0.00	0.00	1,696.10-
TOTAL REVERSALS			1,674.96-	0.00	21.14-	0.00	0.00	1,696.10-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 149
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2018
LAND VALUE	3,999,127,118	3,429,239,107	0	0	0	3,429,239,107
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	44,211.77	44,211.77	.00	324.39	324.39	44,536.16
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2018
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	0	0	0	499,212,858
APPRAISED VALUE	3,624,772,568	3,624,772,568	0	0	0	3,624,772,568
EXEMPTIONS	906,250,004	906,250,004	0	0	0	906,250,004
TAXABLE VALUE	2,700,525,060	2,700,525,060	0	0	0	2,700,525,060
LEVY	21,670.94	21,670.94	.00	359.11	359.11	22,030.05
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	0	0	0	9,425
OVER 65	2,517	2,517	0	0	0	2,517
DISABLED	170	170	0	0	0	170
VETERAN	231	231	0	0	0	231
TOTAL EXEMPT	632	632	0	0	0	632

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 151
INCLUDES AG ROLIBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2018
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	0	0	0	458,693,442
APPRAISED VALUE	3,220,611,338	3,220,611,338	0	0	0	3,220,611,338
EXEMPTIONS	739,118,459	739,118,459	0	0	0	739,118,459
TAXABLE VALUE	2,458,836,116	2,458,836,116	0	0	0	2,458,836,116
LEVY	22,349.21	22,349.21	.00	395.49	395.49	22,744.70
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	0	0	0	9,648
OVER 65	2,524	2,524	0	0	0	2,524
DISABLED	176	176	0	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2013
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 152
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2018
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	0	0	0	0
APPRAISED VALUE	3,137,530,828	3,137,530,828	0	0	0	3,137,530,828
EXEMPTIONS	704,624,861	704,624,861	0	0	0	704,624,861
TAXABLE VALUE	2,409,615,148	2,409,615,148	0	0	0	2,409,615,148
LEVY	17,333.06	17,333.06	.00	417.26	417.26	17,750.32
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,611	9,611	0	0	0	9,611
OVER 65	2,398	2,398	0	0	0	2,398
DISABLED	183	183	0	0	0	183
VETERAN	215	215	0	0	0	215
TOTAL EXEMPT	618	618	0	0	0	618

Summary of Jurisdiction Remittances Processed

Report run on: October 3, 2018 11:55 AM

For Remitted Deposit Dates 09/01/2018 thru 09/30/2018 as of 10/03/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 42927	Print Date:09/05/2018						
	Delq	466.04	102.40	0.00	0.00	0.00	568.44
	Last Deposit Date	09/04/2018	\$466.04	\$102.40	\$0.00	\$0.00	\$568.44
ACH 42964	Print Date:09/07/2018						
	Delq	515.69	92.54	0.00	0.00	0.00	608.23
	Last Deposit Date	09/05/2018	\$515.69	\$92.54	\$0.00	\$0.00	\$608.23
ACH 42998	Print Date:09/10/2018						
	Delq	979.20	214.66	0.00	0.00	0.00	1,193.86
	Last Deposit Date	09/06/2018	\$979.20	\$214.66	\$0.00	\$0.00	\$1,193.86
ACH 43030	Print Date:09/11/2018						
	Delq	186.01	39.37	0.00	0.00	0.00	225.38
	Last Deposit Date	09/07/2018	\$186.01	\$39.37	\$0.00	\$0.00	\$225.38
ACH 43063	Print Date:09/12/2018						
	Delq	514.99	107.62	0.00	0.00	0.00	622.61
	Last Deposit Date	09/10/2018	\$514.99	\$107.62	\$0.00	\$0.00	\$622.61
ACH 43127	Print Date:09/13/2018						
	Delq	30.32	5.52	0.00	0.00	0.00	35.84
	Last Deposit Date	09/12/2018	\$30.32	\$5.52	\$0.00	\$0.00	\$35.84
ACH 43156	Print Date:09/14/2018						
	Delq	852.02	166.47	0.00	0.00	0.00	1,018.49
	Last Deposit Date	09/13/2018	\$852.02	\$166.47	\$0.00	\$0.00	\$1,018.49
ACH 43187	Print Date:09/17/2018						
	Delq	2,163.09	473.92	0.00	0.00	0.00	2,637.01
	Last Deposit Date	09/14/2018	\$2,163.09	\$473.92	\$0.00	\$0.00	\$2,637.01
ACH 43253	Print Date:09/19/2018						
	Delq	1,557.99	231.94	0.00	0.00	0.00	1,789.93
	Last Deposit Date	09/18/2018	\$1,557.99	\$231.94	\$0.00	\$0.00	\$1,789.93
ACH 43288	Print Date:09/20/2018						
	Delq	652.69	116.09	0.00	0.00	0.00	768.78
	Last Deposit Date	09/19/2018	\$652.69	\$116.09	\$0.00	\$0.00	\$768.78
ACH 43355	Print Date:09/25/2018						
	Delq	455.07	82.73	0.00	0.00	0.00	537.80
	Last Deposit Date	09/21/2018	\$455.07	\$82.73	\$0.00	\$0.00	\$537.80
ACH 43387	Print Date:09/26/2018						
	Delq	847.92	184.36	0.00	0.00	0.00	1,032.28
	Last Deposit Date	09/24/2018	\$847.92	\$184.36	\$0.00	\$0.00	\$1,032.28
ACH 43417	Print Date:09/27/2018						
	Delq	391.47	86.02	0.00	0.00	0.00	477.49
	Last Deposit Date	09/25/2018	\$391.47	\$86.02	\$0.00	\$0.00	\$477.49
ACH 43448	Print Date:09/28/2018						
	Delq	1,313.79	288.11	0.00	0.00	0.00	1,601.90
	Last Deposit Date	09/26/2018	\$1,313.79	\$288.11	\$0.00	\$0.00	\$1,601.90

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Summary of Jurisdiction Remittances Processed

Report run on: October 3, 2018 11:55 AM

For Remitted Deposit Dates 09/01/2018 thru 09/30/2018 as of 10/03/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 43479	Print Date:09/28/2018						
	Delq	489.90	107.64	0.00	0.00	0.00	597.54
Last Deposit Date	09/27/2018	\$489.90	\$107.64	\$0.00	\$0.00	\$0.00	\$597.54
ACH 43511	Print Date:10/03/2018						
	Delq	258.60	56.82	0.00	0.00	0.00	315.42
Last Deposit Date	09/28/2018	\$258.60	\$56.82	\$0.00	\$0.00	\$0.00	\$315.42
Total:		\$11,674.79	\$2,356.21	\$0.00	\$0.00	\$0.00	\$14,031.00



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: 11/05/18

Date Submitted: 10/29/18

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 September 10, 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

[09-10-18 Minutes](#)

DRAFT

STATE OF TEXAS)
CITY OF FRIENDSWOOD)
COUNTIES OF GALVESTON/HARRIS)
SEPTEMBER 10, 2018)

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **SEPTEMBER 10, 2018**, AT 4:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR
MAYOR PRO-TEM
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ATTORNEY
CITY MANAGER
CITY SECRETARY

MIKE FOREMAN
JOHN SCOTT
STEVE ROCKEY
SALLY BRANSON
TRISH HANKS
ROBERT J. GRIFFON
CARL GUSTAFSON (Arrived at 4:39 PM)
MARY KAY FISCHER
MORAD KABIRI
MELINDA WELSH

REGULAR SESSION

Mayor Foreman called the meeting to order.

The invocation was given by City Manager Morad Kabiri.

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

COMMUNICATIONS FROM THE PUBLIC

Linda Richard, Friendswood resident, addressed Council and stated she is opposed to the carousel project because if the project fails it could not easily be sold, likely scenario is that the horses would be given back to donors that paid for them, and remaining components could be sold for parts.

Jerry Ericsson, Friendswood resident, addressed Council and stated he is in favor of the carousel project, it would bring quaintness to the downtown area. The Friends of Downtown Friendswood Association have tried to define the downtown area and make it more attractive with renovations. He believes the premise of the carousel project was to bring people into the City of Friendswood who will spend money.

Lonnie Moffitt, Friendswood resident, addressed Council and stated he is in favor of the carousel project, would be a great addition to the city, being built and supported with private funds, and Friends of Downtown Friendswood Association has done a marvelous job of improving the downtown area.

Janis Lowe, Friendswood resident, addressed Council and stated she is opposed to alcohol sales in city parks, current policy was adopted by Council in 2014, no consumption of alcohol or controlled substances, no economic benefit, and believes it is better to keep alcohol out of the parks just like school campuses. She further stated she is opposed to the consideration or discussion of a Memorandum of Understanding with Friends of Downtown Friendswood Association at this time. Citizens were promised town hall meetings to discuss possible uses of the Fire Station No. 1 site when the building was demolished in November and hopes Council has reviewed the Friends of Downtown Friendswood Association's business plan before taking any further consideration or discussion. There are questions that should be answered regarding the desired use of public land. Ms. Lowe asked Council to review Resolution R2017-02, legal description and geographical references are incorrect. She is opposed to the request for park dedication funds to correct mistakes made at Old City Park, opposes Council's action to put in a detention pond in 1776 Park, violates the deed of gift, and Council needs to review the deed. The proposed pond boundaries breaches the park

DRAFT

boundaries.

Jim Gerland, Friendswood resident, addressed Council and stated he is in favor of the carousel, some on social media were lobbying people to speak in opposition, alcohol sales will not be tied to the carousel, project has been ongoing for a few years, coming to fruition now, he and his wife are crazy about kids, create something that will go on for generations, and encouraged residents that are opposed to the carousel project to hear the presentation at one of Friends of Downtown Friendswood Association's meetings.

Suzie Hand, Friendswood resident, addressed Council and stated she has lived on Laurelfeld Drive for two years, was in favor of the carousel when she first heard about it, from what she heard on social media the carousel project seems to be like a small Kemah, concerned about alcohol being served anywhere near the park, and believes there are issues with transparency causing trust issues.

Shari Permenter, Friendswood resident, addressed Council and stated there was a study conducted through Clinical Pediatrics Journal that investigated childhood injuries involving rides and amusement park attractions. The study was analyzed by the National Electronic Injury Surveillance System which stated 93,000 children sought treatment at an emergency room following an amusement park injury. The data revealed the 21% of the injuries occurred on a carousel. She believes that is a staggering number, and quite a bit of liability for the City of Friendswood.

Jeff Weisell, Friendswood resident, addressed Council and stated he is opposed to the carousel project due to parking and noise levels, concerned with parking, people park in his driveway and street, has caused an issue at past events, concerned with alcohol being served in a public park, and the carousel combined with Concerts in the Park will be loud.

Mary Katherine Heeb, Friendswood resident, addressed Council and stated she is opposed to the carousel, will be a commercial venture that will ultimately be a monetary, security, parking, and noise level liability to the park. Stevenson Park is well designed and used by local citizens, why bring people in from other cities, why is an amusement supposedly for children including a vendor to sell alcohol, who will provide security, less parking spaces means more neighborhood overflow parking, and nearby neighborhoods will endure hours of the carousel music played over and over.

Terri Brunt, Friendswood resident, addressed Council and stated she would like Council to strongly not consider the Memorandum of Understanding for the Friends of Downtown Friendswood Association for the proposed carousel project. The project would take away a significant amount of space from Stevenson Park, land is currently being used for additional parking, would only be used 183 days a year for eight hours a day, would be closed 182 days, taxpayers should have full access to park, private organization should provide their own land, is unconscionable to use taxpayer land and then restrict for taxpayer use, told no taxpayer dollars would be used, should put in writing, Council should make same guarantee, serious concern for taxpayers since they will not have a vote, only vote was to vote for Council, land belongs to taxpayers and not a private organization.

Sangi Gardiner, Friendswood resident, addressed Council and stated she is at the meeting to ask Council to consider the sale of alcohol in the park for certain events, represents Friendswood Fine Arts, raises funds to donate back to school district, offers free alcohol now and have never had a problem, monitors it, Galveston has an art walk, alcohol is monitored with no problems, and helps generate funds to donate back to the community.

Janice Rich, Friendswood resident, addressed Council and stated she has lived in Friendswood since 1979, has remained the same for a number of years especially Stevenson Park, is opposed to the sale or consumption of alcohol in the park, who will choose the vendor, who gets to come in and sell alcohol, Stevenson Park was designed for park purposes and not an alcohol venue, will contribute to security and litter, ludicrous to believe that people will sit and consume alcohol only at the carousel, also concerned with where the liability will fall, concerned with parking since she lives close to the park, and does not want people to trample on her property.

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Dave Yelovich, Friendswood resident, addressed Council and stated he has lived in Friendswood for 22 years, recently rebuilt after Hurricane Harvey, appreciated the help from multiple departments throughout the city, have more important things to worry about than a carousel. The city does have beautiful parks, do not have a park on Harris County side, had Wedgewood Park which was a beautiful park but Hurricane Harvey washed it away. The infrastructure in Harris County portion of the city is approaching 50 years, going to have to spend money on Harris County portion of the city, are there funds in the budget. He is opposed to the carousel project, and in favor of a Harris County park.

Deirdre Brown, Friendswood resident, addressed Council and stated she does not want to be at the meeting, was resigned to not come back after last meeting, thanked Council for the approval of flood plain maps, received phone calls about an ordinance regarding open records issues, there is all kinds of ways to get records, do not know why the ordinance is being purposed by Staff and not being addressed by Council before an ordinance is drafted. City Council sets policy, do not know how Council could be adequately prepared for the nature of the issues on this meeting's agenda, very important issues with limited backup documents. There is no backup documentation or nothing new regarding the Memorandum of Understanding from the last time there was a town hall meeting or workshop on the issue, suggests to give equal time in a workshop format to those that are concerned about the proposed project. With respect to alcohol in parks, consider demand and do research, cannot prohibit different groups must be open to everyone. She stated she does not understand why the carousel project is not going through Friendswood Downtown Economic Development Corporation (FDEDC), thought the purpose of FDEDC was to develop a strategy for the Downtown District, looks as though the city is circumventing FDEDC by going through Friends of Downtown Friendswood Association for such a major proposal for downtown.

Ron Lovely, Friendswood resident, addressed Council and stated the list of projects for Clear Creek Watershed are provided on the Harris County Flood Control District's (HCFCD) website, per the United States Army Corps of Engineer and HCFCD engineers none of the projects are designed for a Hurricane Harvey type storm, and Council will have to fight for a Hurricane Harvey type storm to be a requirement for drainage designs. Due to the City of Friendswood's size and location, it received seven times more water than fell on it, the amount of funds allocated to the Clear Creek Watershed from HCFCD is \$436 Million, most of the funds are for projects upstream for smaller storms, two small detention ponds and a small amount of channel maintenance have been earmarked for Friendswood. The two detention ponds will hold 1,000 acre feet of water combined, and channel maintenance will convey a small amount of water downstream more effectively. The city would be better off if it weaned itself off of public assistance and fixed the problems, there are funds to solve the problem, and Council should not give up until the job gets done.

Edith Gregg, Friendswood resident, addressed Council and stated she is opposed to the carousel, is a waste of money, has lived in her house since before the city adopted the portion of Harris County she lives in, then Heritage Park Subdivision was built, when Houston drains it drains toward Friendswood, received four feet of water during Hurricane Harvey from Heritage Park drainage, have lived through three floods and never had a drop of water until Heritage Park Subdivision was built, not paying attention to water coming from Houston, Harris County built a holding tank that was supposed to last ten years, Harris County is not to be trusted, freeways have been built up and underpasses lowered, and evacuation will be difficult if needed.

Tania Brown, Friendswood resident, addressed Council and stated she has lived in the Harris County portion of Friendswood since 1995, is Vice President of her Homeowner's Association, not opposed to carousel but not on city land, everyone has dreams and would never tell someone not to follow their dreams, do not interject your dreams on other people, large pieces of property are available, anywhere but on city land.

John Maisel, Friendswood resident, addressed Council and stated he did not choose to be a poster boy for the Hurricane Harvey article that was in Galveston Daily News, spokesperson for people who are still without any relief from Federal Emergency Management Agency (FEMA), spent \$21,000 to clean up his property and then was designated as distressed property. Friendswood could become a focal point attempting to bring together Galveston County residents to bring attention to the people who have been

DRAFT

without a home for a year, and work together to expedite getting people back into their homes.

Edith Greg, Friendswood resident, addressed Council and stated her neighborhood is at the mercy of Heritage Park Subdivision and Harris County. Two days after Hurricane Harvey, Heritage Park Subdivision had no water in their yards, and owns three cars/ If she had parked on the other side of the fence she would not have flooded, is opposed to the carousel, Wedgewood Park has deteriorated, and she can no longer go there and walk.

WORK SESSION

Mayor Foreman opened the discussion regarding the city's proposed Fiscal Year 2018-2019 General Fund Budget. Administrative Services Director Katina Hampton presented a PowerPoint presentation regarding Fiscal Year 2019 total revenue of \$58.6 Million, Fiscal Year 2019 total expenditures of \$ 58.3 Million, current tax rate of \$0.5273, proposed tax rate of \$0.5324, reviewed historical tax rate, historical tax rate adoption, General Fund Revenue of \$27.7 Million, new and updated General Fund revenues, General Fund Expenses of \$28.2 Million, reviewed historical population figures, full-time equivalent personnel per capita, governmental funds expenditures per capita, General Fund Decision Packages total \$645,082, unfunded Decision Packages, General Fund balance with 90-day reserve, Water and Sewer Fund revenues of \$12.7 Million, Water and Sewer Fund expenses of \$12.7 Million, Water and Sewer Fund Forces at Work, Water and Sewer Fund Decision Packages total of \$678,905, unfunded Decision Packages, and Public Works Water and Sanitary Sewer five-year Capital Improvement Plan.

Discussion took place between Mayor, Council, and Staff regarding revenue from ambulance billing estimates are conservative, additional school resource officer agreement for Friendswood Independent School District agreement has been executed, vacancies in the Police Department and retaining quality officers, effective tax rate versus other tax rate, unfunded Decision Packages, and potential flood and drainage projects would require a bond.

Mayor Foreman opened the discussion regarding alcohol sales in public parks. Parks and Recreation Director James Toney and Assistant Parks and Recreation Director Michael Boyett presented a PowerPoint presentation regarding the possible sale of alcohol in city parks, discussed cities that allow and do not allow alcohol sales in the park, current regulations, and requirements to sell alcohol in surrounding city parks. A draft of proposed requirements was discussed, organization must be a 501(c)(3) nonprofit organization, require City Manager approval with his/her designee, must provide Texas Alcoholic Beverage Commission (TABC) permit and servers must be TABC certified, must obtain and provide proof of public liability and property damage insurance listing the City of Friendswood as additional insured on the policy, must obtain a Galveston County Health Permit, must secure transportation for intoxicated guests, must provide security for entire event (Police Department would determine appropriate number of officers), and must provide required details of the event. A draft of proposed rules was discussed, park attendants will be required (additional fees will apply), sales allowed only at Stevenson Park and Centennial Park, a janitorial fee could be required depending on the size of the event, portable toilets to be placed on site in addition to park restrooms could be required depending on the size of the event, alcohol never sold to minors or during an event intended solely for minors, glass containers prohibited for attendees, and a deposit of \$1,000 must be paid (alternate fee schedule may apply).

City Manager Morad Kabiri stated the proposed sale of alcohol would be for special events only, in conjunction with an event the city is either hosting or allowing someone to host on city property.

Discussion took place between Mayor, Council, and Staff regarding that currently citizens are allowed to bring their own alcohol to events in Stevenson and Centennial Parks, the sale of alcohol is not allowed, if approved would help secure sponsorships to help offset the annual budget for the Fourth of July event, and further discussed the pros and cons of selling alcohol at events in city parks.

With concurrence of Council, Mayor Foreman moved to Agenda Item 9B, Annual Collection Report from Delinquent Tax Attorney Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP.

DRAFT

COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

Delinquent Tax Attorney Mike Darlow gave the annual collection report and stated the City of Friendswood does not have a delinquent tax collection problem, status report shows 32% of the money owed to the city involves people that are over 65 years of age, have a homestead deferral or disability deferral, historically have an aggregate resolution of almost 80% of the money for accounts turned over by the city, and have a great working relationship with Staff.

With concurrence of Council, Mayor Foreman moved to Agenda Item 5C, Memorandum of Understanding with Friends of Downtown Friendswood Association.

WORK SESSION (continued)

Mayor Foreman opened the discussion regarding a Memorandum of Understanding (MOU) with Friends of Downtown Friendswood Association (FDFA). City Manager Morad Kabiri stated at the August 2017 Council meeting it was discussed to move forward with an MOU. After Hurricane Harvey, both sides decided to put the project on hold indefinitely, and have started discussions about gauging Council's interest in pursuing an MOU. There is nothing on the agenda to vote on but members of FDFA are present to give a brief presentation on the proposed carousel project.

Friends of Downtown Friendswood Association (FDFA) member David Smith presented how FDFA has spent the last few years to bring the proposed carousel project to Council, visited carousels throughout the world, researched nine carousels to learn more about community benefit and revenues/expenses, met to discuss pros and cons of the project, researched the National Association of Carousels and the United States Foundation of Carousels, and developed a conceptual plane. In the 1990's, a task force developed Vision 2020 for when the City of Friendswood would reach buildout and when building revenues would run out, will be harder to generate revenue and provide services. Part of Vision 2020 was understanding that diversification of the local economy would be important to maintain the type of services residents would like and relieve the burden of homeowners from a property tax standpoint. At buildout, the city will no longer be able to sustain, base of revenue should be kept at 80% residential and 20% commercial, and what will happen when there is no new land to develop. A Main Street Task Force was created to assess the needs for Friendswood's downtown area. There have been significant changes in the downtown area throughout the years, regulations made it difficult for businesses to invest in downtown, Staff and Council have worked on deregulating building requirements and drainage issues, have had partnerships with other entities to accomplish goals, and a lot of work has gone into the downtown area over the past 20 to 25 years. A group of volunteers and citizens formed FDFA to support the downtown effort, and needed to draw businesses into deregulated areas. FDFA believes the carousel project is an economic engine that will draw businesses into the downtown area, and will be something Friendswood citizens would want to spend their time and money on.

Friends of Downtown Friendswood Association (FDFA) President Brett Banfield stated FDFA began in April 2015, read the mission statement, make downtown the heart and soul of the community, had a lender 20 years ago that thought the city was a low income city based on the appearance of the downtown area, create a downtown area that people can enjoy, and downtown improvements have made a difference. Accomplishments of FDFA include sponsorship of their inaugural music festival and it is in its fourth year, campaigned for additional sales tax, brought back ice-cream socials with cooperation from other community organizations, popular scarecrow contest, raised private donations for Friendswood's first mural, currently working on a second mural, worked with many other nonprofits to fund three benches for the park, relied on private donations to take down abandoned utility poles on public property, helped with Hurricane Harvey relief, and since inception FDFA has put \$260,000 back into Friendswood's Downtown District. The carousel is on everyone's mind, will clear up some misconceptions, location will be a one acre square on the old Fire Station No. 1 site, the fire station being demolished was not initiated by FDFA, and would like to transform the site into something that fits with Friendswood's values. FDFA is proud to be made up of Friendswood residents, strong volunteer values, and would like to create a family friendly event for residents to have something to do in their hometown. The goal of FDFA with the carousel project is to create an elegant park that will be landscaped and have other amenities, conceptual plan will change based on

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feedback from the community, carousel will be handcrafted, and two years to complete the build. The project will add green space to Stevenson Park, would establish a 501(c)(3) charitable foundation separate from FDFA, will be responsible to raise all private funds for the carousel park, and no city tax dollars will be utilized. The charitable foundation will oversee all design and construction aspects along with all operational components, operational costs will be funded mainly from ticket sales, project will be completed in phases, net proceeds received over operational costs will be donated back to Stevenson Park, and have put the word out that volunteers are needed to join the team to create something beautiful. FDFA is aware people have concerns, will answer all questions at public events hosted by FDFA, willing to meet in small groups with neighbors, and will be as transparent as possible.

Friends of Downtown Friendswood Association (FDFA) member Kim Brizendine gave an overview of the business plan, is a lot of moving parts, cannot be definitive since delivery of the carousel will take two years, a forecast based on visits to carousels over the world, and formulated business plan from profit/loss statements reviewed. Estimated schedule is to have the Memorandum of Understanding considered in November 2018, place order for carousel in December 2018, site preparation and staffing would be scheduled for the second half of 2020, and carousel assembly would be the first quarter of 2021. Concerns have been mentioned regarding parking and pedestrian transportation from off-site parking, schedule would allow additional time for FDFA to work with the city regarding existing parking problems, and look to see how the carousel park can minimize traffic. Citizens have every right to ask hard questions and even disagree, process helps move the agenda forward or kill an agenda, and community input is important. Gave a quick overview of the operational plan, will be closed during the school year, planning to open essentially half the year, trying to attract young families with kids, concerned with making a profit, will minimize the impact on traffic and Stevenson Park, will accommodate special events, operate eight hours a day, charge \$1 per ride, and projected one full-time and two part-time or contract employees. The operational plan consists of a breakeven point for the carousel at five cycles per hour with 15 paid customers per cycle, have tried to take a conservative reflection on what is achievable. Safety will be an issue, Kemah's carousel has seat belts, and 15 paid customers is achievable but may ebb and flow. Based off of research, FDFA feels that visitors can be pulled from a 10 to 15 mile radius. FDFA would like to hear citizens' concerns and will do everything they can to address them.

Discussion took place between Mayor, Council, Friends of Downtown Friendswood Association (FDFA) members, and Staff regarding a contingency plan if revenue projections are not met, currently have \$700,000 in written commitments for the carousel park, FDFA will continue to have public meetings, breakeven point is 109,000 riders, special events will have more riders, impact on Stevenson Park, possible gift shop and stage area for special events, carousel aspect will be fenced, public will have access to carousel park all year, FDFA will not sell alcohol in the park, to reach phase one of the project \$1.5 Million in private funds will need to be raised, and a general Memorandum of Understanding (MOU) would be executed first then a licensing and lease agreement. All contingencies will be included in an agreement to protect the city and its citizens. In August 2017, Council directed Staff to move forward with an MOU but after Hurricane Harvey the city and FDFA put the effort on hold, and Staff decided to bring the item back to Council to see if there is still an interest to move forward with an MOU.

Deidre Brown, Friendswood resident, addressed Council and stated other proposals for the property have been suggested, have not had the same opportunity to present to Council, and Staff has already decided the direction to take is through a Memorandum of Understanding.

The Capital Projects update was not given due to time constraints.

Mayor Foreman recessed the meeting at 7:41 PM and reconvened the meeting at 8:03 PM.

PUBLIC HEARING

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding the proposed Fiscal Year 2018-2019 General Operating Budget for the City of Friendswood.

David Allen, Friendswood resident, stated remember if alcohol is sold in city parks people might fall off the

DRAFT

carousel.

Phil Ratisseau, Friendswood resident, asked if \$500,000 was budgeted for street repair and maintenance, and Mayor Foreman answered yes. Mayor Foreman stated Council has continued to keep a \$500,000 line item in the budget to pay for streets even though there is an income stream coming from the sales tax referendum citizens voted on in 2016, sales tax could sunset, Council wanted to assure funds were available for streets.

COMMUNICATIONS FROM THE PUBLIC

Linda Richard, Friendswood resident, addressed Council and stated she did not go to Friends of Downtown Friendswood Association's (FDFA) presentation on the proposed carousel, does not oppose FDFA, have done some great things in downtown, wants someone to ask about FDFA purchasing their own land, and proposed location for carousel is perfect for multiple uses. She stated she does not have a problem with the carousel but does not want it put on taxpayers' land.

Janis Lowe, Friendswood resident, addressed Council and stated the proposed carousel's business plan is evolving. Friends of Downtown Friendswood Association (FDFA) will not run the operations but a new corporation, facets continue to change, item should be proposed to Council by Friendswood Downtown Economic Development Corporation, project should go through the Planning and Zoning Commission, possible rezoning due to music, operations, lights, and City Attorney should review that the city is following the proper process. At this time alcohol is not allowed to be served in city parks, policy adopted in 2014 states no alcohol consumption is allowed, and she agrees the policy should remain the same. Since Stevenson Park was established in 1975 there have been two events that allowed alcohol sales without permission, policy was revised in August 2013 and still supports the prohibition of alcohol sales.

Brandon Bailey, President of Friendswood Disc Golf Club, addressed Council and stated he understands that 1776 Park will be gone soon, disc golf is primarily played at 1776 Park. In 2016, when he took over the Disc Golf Club, they had 35 members and currently have 360 plus members. They started playing at the park in 2014, there was underage parking, but since they have started playing disc golf there the problem has practically gone away, worked with Parks and Recreation Director James Toney and put in a ton of work at the park, understands the need for drainage, and would hate to see the club leave Friendswood.

David Allen, Friendswood resident, addressed Council and stated if additional office space is needed can build straight up and more land would not be needed. He listens to infowars.com for his news source, interviewed a guy that invented e-mail in the 1990's, recommended the postal service get in e-mail and they did not, already had laws relating to privacy and free speech, and visit infowars.com to find out what is going on.

Gail Lovely, Friendswood resident, addressed Council and stated she comes a little heartbroken that drainage does not get the same emotion that a carousel does. She has lived in Friendswood for 17 years, bought her home the week of Tropical Storm Alison because it did not flood, and during Hurricane Harvey her house flooded. One year after the Galveston storm of 1900, an impossible idea was hatched to build a seawall and raise an entire island seventeen feet. Within two years of the storm the seawall had begun construction, plans were made and inventions created to raise the island, and 500 city blocks had been raised by 1911. It has been one year since Hurricane Harvey, city has moved to argue about carousels and alcohol in parks, citizens are still damaged and hurting/worrying. Quakers Landing Subdivision still has families living in their garages and trailers, and people are upset because of the lack of fight and determination seen in city leadership, need to think and act bigger, pretending it did not happen and not talking about the issues will not solve anything.

Connie Ratisseau, Friendswood resident, addressed Council and stated she is opposed to the carousel in Stevenson Park, citizens are grateful for Stevenson Park. In 1973, two bonds were presented to citizens of Friendswood, both bonds were turned down, there were more important things to be concerned about.

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Max Goodgame, Friendswood resident, addressed Council and stated he lives in Imperial Estates Subdivision, city has helped with flooded house, would like to move back into his house, is a civil engineer, understands drainage issues, would like a new bridge built to replace Devil's Dip, not a huge fan of a detention pond in 1776 Park, do not tear down trees, city does not have many parks, do not plow them down.

Ed Hernandez, Friendswood resident, addressed Council and stated he lives in Imperial Estates Subdivision, trees cause the water flow to slow down for drainage issues, creek needs to be widened and straightened out, bridge is accessible to many residents, taking the bridge away would take away a safe route, bridge is well used by all age groups, and asked Council to find a way to replace the bridge.

CITY MANAGER'S REPORT

City Manager Morad Kabiri reported that National Night Out has been scheduled for Tuesday, October 2, 2018. National Night Out is a great opportunity for citizens and law enforcement to partner up against crime. To join in on National Night Out event get your neighbors to turn their porch lights on, organize a block party or some type of neighborhood event, fill out and return a National Night Out application to Officer Kevin Crouch at the Friendswood Police Department.

The City Manager reported that this summer the City of Friendswood Library had 2,096 readers join the Summer Reading Club, and they read 39,826 books over 9,259.5 hours. Story time was attended by 3,094 kids and adults, 3,124 people attended the all age programs that included magicians, Astros mascot Orbit, Texas A&M Chemistry Road Show, live animals and much more. Over 1,000 people attended the craft sessions for children. There were 802 tweens and young adults that attended 35 programs including the exclusive end of summer party and lock-in. There were 145 adults that registered for the summer reading challenge, a total of 426 books were read throughout the challenge, 53 of the registrants logged at least one book, and through a random prize drawing 11 of those participants received prizes. The summer programs were successful because of the great help from many teen volunteers along with a number of businesses who donated goods and services. The businesses include Altitude Trampoline Park, Bedrock City Comics, Chara Dance Academy, Dunn Brothers Coffee, Half Price Books, HEB Grocery Store, Luna's Mexican Restaurant, McDonald's, Pirate's Bay Waterpark, Rainforest Pet Store, Sonic, Texas A&M Chemistry Road Show, TCBY, and Whataburger.

The City Manager reported that the Government Treasurers' Organization of Texas (GTOT) has awarded a Certificate of Distinction to the City of Friendswood for its Investment Policy for a two-year period ending August 31, 2020. The city has been commended for its commitment to maintain a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist. The GTOT Investment Policy Certification Program assists organizations in developing investment policies that are compliant with the Texas Public Funds Investment Act (PFIA). To earn the GTOT Investment Policy Certificate of Distinction, an organization must submit its adopted investment policy and identify where each PFIA regulation is addressed in the organization's investment policy. The GTOT Investment Policy Review Committee determines if an organization's investment policy meets the established criteria and offers suggestions for policy improvements, if needed.

The City Manager reported that the Clear the Shelter event held in August helped Friendswood Animal Control reach a record of 53 adoptions for the month. The City Manager thanked the volunteers, Staff and especially the people who adopted dogs and cats. For information regarding pet adoptions from the City of Friendswood's Animal Control Facility, please stop by 3000 West Parkwood or call 281-996-3390.

The City Manager reported that in addition to the more than 2,400 Friendswood homes and more than 70 businesses which were damaged by Hurricane Harvey, the medians on FM 2351 were also heavily affected. Keep Friendswood Beautiful has been notified that they are the recipient of a \$10,000 grant to restore the medians. The grant application specified that funds could only be used for restoration and beautification of public property. The \$10,000 grant from Keep Texas Beautiful will purchase new sod and plants for all of the FM 2351 medians within Friendswood city limits. The City of Friendswood was one of nine cities awarded a grant.

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The City Manager reported that the Fire Marshal's Office, with the assistance of other departments, continue to make headway in closing out projects with Federal Emergency Management Agency (FEMA). Staff anticipates that the majority of items currently under review by FEMA should be finalized later this calendar year, leaving the mitigation component of the public infrastructure damage recovery projects still under review.

Discussion took place between Mayor, Council, and Staff regarding the bridge at Devil's Dip, Staff is working with Galveston County Consolidated Drainage District and United States Army Corps of Engineers on a low water crossing, want to improve drainage but also keep area as a park, relocating Disc Golf Course, and the drainage subcommittee will give an update at the October Council meeting.

COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

A video was shown regarding activities provided at the Friendswood Activity Center throughout the past year.

Senior Citizens Advisory Committee Chair Nancy Mastrofrancesco reported on activities at the Senior Center. Like most Friendswood residents, the committee is still recovering from Hurricane Harvey, members were affected, some temporarily displaced, and some have not returned or are still dealing with their own damage. The Friendswood Activity Center is still being used by city departments whose offices flooded. The Friendswood Public Library has generously allowed the seniors to use their facilities for Tai Chi and Yoga classes, and classes have grown with the additional space. Average daily attendance at the center has been around 370 visits per week, and there are approximately 800 members. There are a variety of activities offered to appeal to the diverse and active seniors that visit the center. Exercise programs offered throughout the year include Tai Chi, Yoga, Chair Yoga, Zumba Gold, chair volleyball, line dancing, tap dancing, clogging, and a fitness room. Other activities offered throughout the year to keep the seniors minds sharp include painting classes, Spanish classes, recorder (musical instruments) and ukulele classes, crochet classes, and AARP Smart Driver courses (offered twice a year). The Senior Center brings in guest speakers throughout the year to discuss topics that include Medicare and Veterans benefits, caring and communication solutions, avoiding scams which particularly target seniors, dealing with stress, and planning healthy meals. Games played at the Senior Center include bridge, bunco, dominos, mahjong, karaoke, wee balling tournament, bingo, canasta, hand and foot game, and hosts two monthly hand and foot tournaments. Transportation to and from the Senior Center is provided for seniors who do not drive for monthly shopping trips and to go out to lunch or breakfast. Over the past year, the bus was used for 32 field trips that included a tour of Ronald McDonald House, lavender farm in Brenham, museums, historic homes, and Asian culturing history at Lucky Land, Wortham Theatre to see a Beethoven performance, College of the Mainland's Spring Concert, Magical Winter Lights, Linear Theological facility, Minute Maid Park, Discovery Green, Bay Watch Dolphin Tour Boat, American Undersea Warfare Center, Houston Rodeo, Galveston County Fair, Houston Police Mounted Patrol facility, two Astro's games, Pasadena Opera, a mystery trip, three trips to Coshatta, and a five-night Western Caribbean Cruise. Social activities available included the fall and spring picnic, Eater egg hunt, health fair, casino extravaganza, watermelon bash and bingo, Christmas in September, wacky hat luncheon, pajama day, monthly movie matinee, and National Senior Citizens Day. The holiday events included a Veteran's luncheon, Thanksgiving potluck, breakfast with Santa, Valentine's Day luncheon, Go Texan luncheon, Cinco De Mayo luncheon, Mother's Day tea, and donuts for Dad. Special events included two annual fundraisers that help support the activities offered, the spaghetti luncheon, and the barbeque lunch. The landscaping has been replaced in front of the activity building and makes the center more inviting. A sidewalk from the activity building to the library has been completed. City Staff continues to do an outstanding job, and Friendswood's Senior Citizen Program is still a well-kept secret but the advisory committee is trying to get the word out to the community.

With concurrence of Council, Mayor Foreman moved to Agenda Item 10, Discussion and possible action regarding action on the proposed AD Valorem Tax Rate for 2018 (Fiscal Year October 1, 2018, through September 30, 2019) to place a proposal to adopt a rate on the October 1, 2018, City Council agenda, and to schedule any required Public Hearings.

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ACTION ITEMS

******Councilmember Scott moved to approve the proposed AD Valorem Tax Rate for 2018 (Fiscal Year October 1, 2018, through September 30, 2019) to place a proposal to adopt a rate on the October 1, 2018, City Council agenda, and to schedule any required Public Hearings.

Seconded by Councilmember Branson. The motion was approved 5-2 with Councilmembers Rockey and Gustafson opposed.

******Councilmember Rockey moved to approve the disposition of Bid No. 2018-17 for the 2018 Street Maintenance Program and award to Angel Brothers Enterprises, Ltd.

Seconded by Councilmember Griffon. The motion was approved unanimously.

******Councilmember Scott moved to approve the disposition of Bid No. 2018-18 for the 2018 Storm Sewer Cleaning and Inspection, and award to All Points Inspection Services, Inc.

Seconded by Councilmember Branson. The motion was approved unanimously.

******Councilmember Rockey moved to approve a change order for Old City Park.

Seconded by Councilmember Branson. The motion was approved 6-1 with Councilmember Scott opposed.

Public Works Director Patrick Donart stated the change order is for concrete driveways and an additional 44 parking spaces, additional cost of \$82,000.

******Councilmember Scott moved to approve authorizing the City Manager to make amendments and execute said amendments to the current agreement for Fire Fighting and Emergency Medical Services between the City of Friendswood and Friendswood Volunteer Fire Department.

Seconded by Councilmember Griffon. The motion was approved unanimously.

******Councilmember Branson moved to approve a contract with Riveron Corp. for grant consulting services.

Seconded by Councilmember Griffon. The motion was approved unanimously.

******Councilmember Rockey moved to approve amendments to the Water Meter Reading Agreement with Inframark, LLC.

Seconded by Mayor Foreman. The motion was approved unanimously.

******Councilmember Scott moved to approve an Interlocal agreement with the Galveston County Consolidated Drainage District for the installation of a regional detention pond within 1776 Park.

Seconded by Councilmember Griffon. The motion was approved unanimously.

City Manager Morad Kabiri stated that at a later date, Staff would bring back various contracts to bring back park amenities to the location.

*******Councilmember Rockey moved to **amend** the main motion to approve but with a caveat that Council will have an opportunity to reevaluate once a model is provided from Galveston County Consolidated Drainage District.

Seconded by Mayor Foreman. The **amended** main motion **failed** 2-5 with Councilmembers Hanks, Branson, Griffon, Scott, and Gustafson opposed.

RESOLUTIONS

******Councilmember Scott moved to approve Resolution **R2018-16** – A resolution of the City of Friendswood, Texas, hereby designating Sally Branson as representative and Mike Foreman as alternate to the Houston – Galveston Area Council 2019 General Assembly and Board of Directors.

Seconded by Councilmember Griffon. The motion was approved unanimously.

******Councilmember Scott moved to approve Resolution **R2018-17** – A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, endorsing the reappointment of four (4) members and appointment of

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three (3) new members to the Galveston County United Board of Health.
Seconded by Councilmember Hanks. The motion was approved unanimously.

****Councilmember Branson moved to approve Resolution R2018-18 – A resolution of the City of Friendswood, Texas, requesting the General Land Office of Texas to consider the local challenges to disaster recovery concerning the benefit requirement for Housing and Urban Development Community Development Block Grant Disaster Recovery funds be used to support low-to-moderate-income persons and supporting Galveston County's and League City's efforts in seeking a waiver.**
Seconded by Councilmember Rockey. The motion was approved unanimously.

****Councilmember Scott moved to approve Resolution R2018-19 – A resolution of the City Council of the City of Friendswood, Texas, amending Rules of Procedure for the conduct of City Council meetings by amending Rule 16 Order of Business to move City Manager reports to before Committee or Special Reports, and add Rule 23 Wireless Communication regarding prohibiting Mayor and City Council from using cell phones or other wireless communication devices at the dais during Council meetings; and repealing all other resolutions inconsistent or in conflict herewith.**
Seconded by Councilmember Branson. The motion was approved unanimously.

ORDINANCES

****Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2018-21 – An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, by amending the zoning classification for a 0.3337 acre tract of land located at 315 South Friendswood Drive, 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.**
Seconded by Councilmember Branson. The motion was approved unanimously.

****Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2018-22 – 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 No. 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.**
Seconded by Councilmember Branson. The motion was approved unanimously.

****Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2018-23 – 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.**
Seconded by Councilmember Hanks. The motion was approved unanimously.

****Councilmember Branson moved to approve the First reading of Ordinance No. T2018-25 – An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas by providing for the addition or adjustment of administration fees, buildings and building regulations fees, utility service fees and parks and recreation facility rentals, network nodes, subdivisions and zoning.**

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Seconded by Councilmember Rockey. The motion was approved unanimously.

****Councilmember Branson moved to approve the First reading of Ordinance No. T2018-26 – An ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors; requiring payment for time and expenditures incurred beyond this limit; providing for exceptions; providing for an open meetings clause; and providing an effective date.**

Seconded by Councilmember Griffon. The motion was approved unanimously.

****Councilmember Branson moved to approve the First and Final reading of Ordinance No. 2018-27 – 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 XII" 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.**

Seconded by Councilmember Hanks. The motion was approved unanimously.

COMMUNICATIONS FROM THE MAYOR AND COUNCILMEMBERS

Councilmember Branson stated the Rotary Club, Galveston County Consolidated Drainage District, and the city joined forces to add amenities to 1776 Park, hopefully in place by mid-October, and congratulated Keep Friendswood Beautiful on their \$10,000 grant.

Councilmember Hanks thanked everyone who helped with the ice cream social event, was a nice community event, and another example of volunteers trying to get the community together.

Mayor Foreman, Councilmembers Rockey, Griffon, Scott, and Gustafson stated they had nothing to report.

CONSENT AGENDA

****Councilmember Scott moved to approve all items on the Consent Agenda as presented with the exception of Agenda Item A, B. Authorizing the disposal of a Police Department Vehicle through Houston Auto Auction. C. Acceptance of an art donation at the Friendswood Animal Control Facility. D. Approve appointment of the City Manager as the city representative to the Local Board of Trustees for the Texas Emergency Services Retirement System. E. Authorizing American Tower/T-Mobile West LLC, to make modifications to the telecommunications tower at 1306 Deepwood. F. Accepting the July 2018 Property Tax Report. G. Approving the Minutes of the June 04, July 02, and August 08, 2018, Council Meeting.**

Seconded by Councilmember Branson. The motion was approved unanimously.

The meeting was adjourned at 9:21 PM.

No action was taken on Agenda Item A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to have special City Council meetings on September 19 and September 24, 2018, to discuss items related to the budget.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary