

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
MAY 4, 2020



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:30 PM ON MONDAY, MAY 4, 2020, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

6:30 PM – REGULAR MEETING

1. Call to order
2. Invocation
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
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. 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. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
5. WORK SESSION
 - A. Capital Improvement Projects Update
6. Public Hearing
To receive comments from the public, both oral and written, regarding:

- A. Zone classification change request to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way (request in process); and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: 111 E Heritage Drive – 2.983 acres, Lot 1, Block 1 Final Plat of First Baptist Church of Friendswood, City of Friendswood, Galveston County, Texas; 209 S. Friendswood Drive – 1.0528 acres being a portion of Lot 2, Block 2 of the Friendswood Subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, situated in the Sarah McKissick League, Abstract Number 151, City of Friendswood, Galveston County, Texas; 201 E. Heritage Drive – .4223 acres of land being all of that certain called Lot 1 of Harper Subdivision, an unrecorded subdivision the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; 204 and 206 E Heritage Drive – .8151 acres of land, being all of that certain called .8151 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037162, City of Friendswood, Galveston County, Texas; 208 E Heritage Dr. – .8913 acres of land being all of that certain called .9117 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037164, City of Friendswood, Galveston County, Texas; Right-of-Way – .1738 acres out of Lot 1, Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37, also known as an unrecorded portion of E. Heritage Drive, City of Friendswood, Galveston County, Texas (pending request to vacate); and to replace the Specific Use Permit on the property located at 202 E Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center.

7. Communications from the Public

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. 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. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

8. City Manager's Report

- A. Hurricane Harvey Update
B. Coronavirus Disease 2019 (COVID-19) Update

9. Communications from Committees and Special Reports

- A. Annual report from the 4th of July Steering Committee

10. Resolution

Consideration and possible action regarding the following:

- A. Resolution No. R2020-13: A resolution of the City of Friendswood, Texas, finding that Texas-New Mexico Power company's application for a distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

11. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-13: Second and Final reading of an ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.
- B. Ordinance No. T2020-19: Second and Final reading of an ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as E. Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.
- C. Ordinance No. T2020-22: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

- D. Ordinance No. T2020-23: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, amending the calling for the holding of a Special Election to be held on July 14, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject.
- E. Ordinance No. T2020-24: First and Final reading of an ordinance authorizing the issuance and sale of City of Friendswood, Texas, General Obligation Permanent Improvement and Refunding Bonds, Series 2020; levying an annual Ad Valorem tax for the payment of said bonds; approving an official statement; calling certain outstanding obligations for redemption prior to maturity; approving engagement of bond counsel; and enacting other provisions relating to the subject.
- F. Ordinance No. T2020-25: First reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres - Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres – Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 E. Heritage Drive, .8913 acres – Single Family Residential (SFR), and to replace the Specific Use Permit on the property located at 202 E. Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

12. Presentation of Certificates of Election

- A. Present the Certificates of Election for City Council Position No. 2 and Position No. 5

13. Oaths of Office

- A. The Honorable Judge Jim Woltz will administer the Oath of Office for Council Position No. 2 and Position No. 5

14. Communications from the Mayor and Councilmembers

15. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving a license agreement with First Baptist Church of Friendswood for existing parking spaces that are located in the right-of-way. The parking spaces will also be designated as shared parking per the Downtown District zoning regulations
- B. Approving the disposal of a Friendswood Volunteer Fire Department fire truck through private sale to City of Huntington Volunteer Fire Department
- C. Ratify the City Manager's signature on an agreement with Crown Castle to add equipment to the telecommunications tower located at 109 E. Willowick
- D. Authorizing the acceptance of a waterline for the proposed Lundy Lane Estates subdivision and initiate the contractor's one-year maintenance period
- E. Approving the capital equipment lease funded purchases of a Tool CAT loader for the Parks and Recreation Department, a Vacuum/Jet Combination Sewer Truck and a Street Sweeper & Vacuum Unit for the Public Works Department
- F. Approve the rejection of all bids for RFP No. 2020-03 for Demolition and Removal Services
- G. Approving the minutes of the April 6, 2020, Council Meeting
- H. Accepting the March 2020 Tax Report

16. CLOSED EXECUTIVE SESSION

- A. Communications from the Public regarding Executive Session topics.
- B. Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.074: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee with possible discussion and action related thereto in open session. (Evaluation of the City Secretary)

17. RECONVENE INTO OPEN SESSION

- A. Consideration and possible action regarding the annual review of the City Secretary

18. 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

DATE

AT TIME

MELINDA WELSH, TRMC
CITY SECRETARY

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 3/9/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Capital Improvement Projects Update

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City Council will be updated on the latest news regarding ongoing Capital Improvement Projects in the City. Updates will include projects such as the Blackhawk Boulevard Phase II-A Project, the rehabilitation of Lift Station #23, the 2019-2020 Street Maintenance Program, and more.

The update will be in the form of a Power Point presentation to be provided at the Council Meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. May 2020 CIP Update

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



Street Maintenance Program

2018-2019

99.99% Complete

Awaiting repairs to loop detector

Final acceptance at June meeting



Street Maintenance Program

2019-2020

Program is under way

\$4 Million in 2020

3/8th cent sales tax



Street Maintenance Program

2019-2020

\$266,500 in concrete street repairs completed so far (20,500 SQ. FT.)

4,250 square yards in asphalt repairs nearing completion
(\$106,000)



Street Maintenance Program

2019-2020

Streets Addressed So Far:

Falcon Ridge

Greenbriar

San Joaquin
Pkwy

Castle Harbour

Judy Ave.

Thomas Dr.

Crawford Dr.

Steele Dr.

John Ave.

Myrtlewood Dr.



Street Maintenance Program

2019-2020

Full list of streets available at:

<https://www.ci.friendswood.tx.us/construction-updates>



Blackhawk Boulevard Phase II



Substantially complete

Sign hardware replacement remains

Quality and ADA repairs outstanding



Friendswood Trails Boulevard

100% design plans have been received

Relocation of TNMP facilities to begin May 7th (transmission tower; distribution lines to follow)

Awaiting submission of final drainage report



Lift Station #23

(FM 518 & Oak Dr.)

Construction: \$3.2MM

Work has begun

**Anticipated Completion:
February 2021**



New Infrastructure

Clear Creek Community Church

2700 linear feet of 3-inch force main

1550 linear feet of 8-inch sewer main

3000 linear feet of 12-inch water main

Lundy Lane Estates

745 linear feet of 8-inch PVC water line



Other Agency Projects

HARRIS COUNTY

Beamer Road/FM 2351 Intersection Upgrades

Per Harris County, work to resume in May 2021



Other Agency Projects

Texas Department of Transportation

FM 518 Curb Ramp, Sidewalk, & Traffic Signal Upgrades

\$3.5 Million

30% design plans recently received and reviewed

Let in February 2021



QUESTIONS?



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: May 4, 2020

Date submitted: 4/6/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Zone classification change request to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way (request in process); and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: 111 E Heritage Drive – 2.983 acres, Lot 1, Block 1 Final Plat of First Baptist Church of Friendswood, City of Friendswood, Galveston County, Texas; 209 S. Friendswood Drive – 1.0528 acres being a portion of Lot 2, Block 2 of the Friendswood Subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, situated in the Sarah McKissick League, Abstract Number 151, City of Friendswood, Galveston County, Texas; 201 E. Heritage Drive – .4223 acres of land being all of that certain called Lot 1 of Harper Subdivision, an unrecorded subdivision the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; 204 and 206 E Heritage Drive – .8151 acres of land, being all of that certain called .8151 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037162, City of Friendswood, Galveston County, Texas; 208 E Heritage Dr. – .8913 acres of land being all of that certain called .9117 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037164, City of Friendswood, Galveston County, Texas; Right-of-Way – .1738 acres out of Lot 1, Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37, also known as an unrecorded portion of E. Heritage Drive, City of Friendswood, Galveston County, Texas (pending request to vacate); and to replace the Specific Use Permit on the property located at 202 E Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

First Baptist Church of Friendswood is making plans for current and future building expansions. They have recently acquired additional properties and have incorporated those properties into their campus. The zoning districts of the properties vary and all allow the use of Religious Organizations with the Specific Use Permit (SUP). The underlying zoning on all tracts will remain.

They are also in the process of requesting to vacate a portion of right-of-way on E. Heritage Drive, and they will be required to plat/replat all of their properties.

The current proposal is a master plan that will guide the church development over the next 20 years.

Proposed Phasing:

The following is the expected timing or sequence of phases and are subject to change based on the church's need.

Phase 1A Jun 2020 - Improvement and expansion of parking at the corner of 518/E. Shadowbend (209 S. Friendswood Dr.)

Phase 1B Oct 2020 - New Welcome Center Addition and South Church Expansion (111 E. Heritage Dr.)

Phase 2 Administration building renovation and expansion (209 S. Friendswood Dr.)

Phase 3 New storage building and parking (201 E. Heritage Dr.)

Phase 4 Church North expansion, interior renovation and adjacent site improvements (111 E. Heritage Dr.)

Phase 5 Removal of Building A and completion of education building expansion (111 E. Heritage Dr.)

Phase 6 Family Life Center addition and adjacent parking expansion (202 E. Heritage Dr.)

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving the SUP will allow the church to make improvements to the properties they have acquired and expand their campus.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 23, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 4 to 2 (Commissioner Guenther was absent; Commissioners Perry and Clark opposed) to approve the zone change request referenced above with the following conditions:

- The maximum height of the ornamental tower, cross and combination of all structures is subject to the maximum building height of 70 feet as specified by the Downtown District zoning regulations
- Alternate landscaping calculations approved as presented in the Landscape Plan

ATTACHMENTS

1. FBC Application
2. FBC Deeds
3. FBC Plat and Metes and Bounds
4. FBC Aerial Map
5. FBC Location Map
6. FBC Zoning Map
7. First Baptist Church SUP Rezoning Report
8. First Baptist Church SUP- Full Set Plans
9. PZ Rec Memo Zone Change FBC SUP 111 E Heritage Dr 04-24-2020



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: DD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 8131

PROPERTY IDENTIFICATION:

Address: 111 East Heritage Drive, Friendswood, TX 77546

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

Unplatted Land – Attach a certified metes and bounds description (Metes & Bounds Attached)

OWNER NAME: First Baptist Church Friendswood Phone: 281-482-7513

Owner's Mailing Address: 111 East Heritage Drive

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: mmays@fbcfriendswood.org

AGENT'S NAME: Ziegler Cooper Architects ^{Stephanie} Kaup Phone: 713-374-0153

Agent's Mailing Address: 700 Louisiana Street, Suite 350

City: Houston State: TX Zip: 77002 Fax: _____

Agent's Email Address: skaup@zieglercooper.com

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

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

Owner's Signature: [Signature] Date: 1-13-2020

Agent's Signature: [Signature] Date: 1-13-2020

Received By: B. Bennett
Date of Public Hearing: 2-13 + 3-2
Property Owner Notices: 1-31-2020

Application Number: PLAN-2020-0002
Received Date: 1-13-2020
Newspaper Notice: 1-17-2020
Sign on Property: 1-31-2020

202 E. Heritage Dr.

THE STATE OF TEXAS,

COUNTY OF GALVESTON

Know All Men By These Presents:

THAT THE UNDERSIGNED, PETE LAMMON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas, an unincorporated religious organization of the County of Galveston, and State of Texas, in consideration of the debt and trust hereinafter mentioned, have... Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto J. C. Thomas, Jr. Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Galveston and State of Texas, to-wit:

TRACT 1: Part of Lot Two (2) in Block Two (2) in Friendswood, in Galveston County, Texas, according to the plat of said Friendswood recorded in Volume 254, Page 37, in the Office of the County Clerk of Galveston County, Texas, and being more fully described by metes and bounds as follows:

Begin at the East corner of said Lot 2;

THENCE in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for the beginning point of the tract herein described;

THENCE continuing in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southwesterly direction, parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southeasterly direction parallel to the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Northeasterly direction parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to the place of beginning. SAVE AND EXCEPT that part thereof (surface only) conveyed to the County of Galveston by deed recorded in Volume 677, Page 593, and that part (surface only) described as Second Tract in deed recorded in Volume 1001, Page 394, to the County of Galveston, both being recorded in the office of the County Clerk of Galveston County, Texas.

TRACT 2: Being a part of Lot Two (2), Block Two (2) of the Friendswood Subdivision of the Sarah McKissick or J. R. Williams League of land in Galveston County, Texas, described by metes and bounds as follows:

BEGINNING at the East corner of said Lot 2;

THENCE in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southwesterly direction parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southeasterly direction parallel to the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Northeasterly direction parallel with the Northwesterly line of said Lot 2, a distance of 330 feet to the place of beginning.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of one promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to PASADENA SAVINGS & LOAN ASSOCIATION, or order

at Pasadena, Texas as follows: Being a Deed of Trust Note of even date herewith for the principal sum of \$100,000.00, bearing interest from date until the maturity thereof at the rate of six and one-half per cent (6-1/2%) per annum, the accrued interest on said note being due and payable on or before June 10, 1962, July 10, 1962, August 10, 1962, and September 15, 1962, and thereafter, the principal and interest of said note are payable in monthly installments of not less than \$750.00 each, with the privilege of making extra payments at any time, the first installment being due and payable on or before the 15th day of October, 1962, and one installment to become due and payable on or before the 15th day of each succeeding month thereafter until the whole principal sum and all interest are fully paid, payments, when made, shall first be credited to payment of the accrued interest, and the balance, if any, shall be credited to payment of the principal of said note; said note reciting that it is secured by the Deed of Trust Lien herein granted.

The lien herein granted is subject to the following royalty reservations:

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

It is agreed that the proceeds of any indemnity collected from any insurance company for loss or damage to the improvements on said property, shall be applied to the repair or replacement of the damaged property unless the consent of the holder of said note in writing is obtained for application thereof otherwise.

WITNESS our hands this 26th day of March, A.D. 19 62.

Pete Lannon
Pete Lannon
E. W. Roberts
E. W. Roberts
Paul O'Farrell
Paul O'Farrell
Trustees of First Baptist Church, Friendswood,
Texas.

THE STATE OF TEXAS,

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared PETE LANNON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas,

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 stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of March, A.D. 19 62.

(L. S.)

Notary Public, County, Texas

My Commission Expires June, 19

THE STATE OF TEXAS,

COUNTY OF ~~HARRIS~~ GALVESTON,

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared PETE LANNON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26 day of March, A.D. 19 62

(L. S.)

Notary Public, Galveston County, Texas

My Commission Expires June 1st, 19 62

Filed for Record April 10, 1962 at 11:30 o'clock A. M. No. 286365

Recorded April 11, 1962 at 12:35 o'clock P. M.

JOHN R. PLATTE, County Clerk, By *R. H. Brown* Deputy.

261

201 E Heritage Dr
#6**WARRANTY DEED**

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

Date: December 15, 2011

Grantor. ALAN KEITH STEPHENSON, ~~a single person~~ and SANDRA GEORGE, ~~xxx single personxxx~~

Grantor's Mailing Address (including county):

2702 Janet Ct.
Pearland, Brazoria County, Tx. 77581

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address (including county):

111 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration

Property (including any improvements):

Tract One (1), of a survey of part of Lot Twelve (12), in Block Two (2), of FRIENDSWOOD, a subdivision of part of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

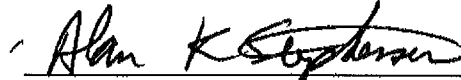
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular

ATTN 1017899

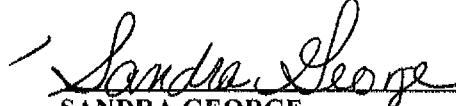
FILED BY
ALAMO TITLE COMPANY

the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

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



ALAN KEITH STEPHENSON



SANDRA GEORGE

a/k/a Sandra Garoge Stephenson

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15 day of December, 2011, by
ALAN KEITH STEPHENSON.





Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15 day of December, 2011, by
SANDRA GEORGE.





Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

EXHIBIT A

Order No.: ATH11017889

Tract 1 of a survey of part of Lot 12, Block 2 of Friendswood, a subdivision of part of the J R Williams or Sarah McKissick League, Galveston County, Texas and being more particularly described by metes and bounds as follows

BEGINNING at a half inch iron rod found at the intersection at the Northeasterly right of way of Morningside Drive (60 foot r o w) as laid out and in use in the Southerly part of East Hentage Drive (60 foot r o w) said half inch iron rod being the West corner of the herein described tract of land and the POINT OF BEGINNING.

THENCE South 45 degrees 00 minutes 00 seconds East along said Northeasterly right of way of Morningside Drive for a distance of 165 26 feet to a half inch iron rod found in concrete.

THENCE North 45 degrees 00 minutes 00 seconds East a distance of 115 00 feet to a 5/8 inch iron rod found for corner

THENCE North 45 degrees 00 minutes 00 seconds West a distance of 153 50 feet to a half inch iron rod found for corner in the Southerly right of way line of East Hentage Drive,

THENCE along a curve to the left, having a radius of 320 00 feet, a distance of 116.4 feet to the POINT OF BEGINNING.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011064225

December 20, 2011 11 14 24 AM

FEE \$24 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

202 E Heritage

63191

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 8-73-5M
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF GALVESTON

}

KNOW ALL MEN BY THESE PRESENTS:

That we, William B. Patton and wife, Myra A. Patton

of the County of Galveston and State of Texas for and
in consideration of the sum of TEN and NO/100ths (\$10.00) DOLLARS
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged, and the further consideration of the execution and delivery by grantee
of its one certain promissory note of even date herewith, in the principal sum of FORTY-
ONE THOUSAND TWO HUNDRED FIFTY and NO/100ths (\$41,250.00) DOLLARS payable to the order
of grantors in monthly installments and bearing interest as therein provided, containing
the usual clauses providing for acceleration of maturity and for attorney's fees,

--- G E E R ---
BOOK 2645 PAGE 144

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of
trust of even date herewith to Cecil L. Solomon, Trustee,
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
The First Baptist Church of Friendswood, Texas,
subject to the reservations hereinafter made,
of the County of Galveston and State of Texas, all of the following described real
property in Galveston County, Texas, to-wit:

A tract out of Lots 1 and 2, Block 2, Friendswood Subdivision out of the Sarah
McKissick or J. R. Williams League, Galveston County, Texas, according to the map or

D E E D

BOOK 2645 PAGE 145

plat of said Subdivision recorded in Vol. 238, Page 14, in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the South corner of Lot 1, Block 2, of said Subdivision, which is also the East corner of said Lot 2, which point is in the center of a 60 foot road known as Heritage Drive; Thence North 45 deg. 00 min. West, along the common line between said Lots 1 and 2, a distance of 30 feet to the beginning corner of the tract herein described; Thence from said beginning point, South 45 deg. 00 min. West, parallel to the Southeast line of said Lot 2, a distance of 227 feet to a point for corner, which point is the intersection of the Northwest line of said Heritage Drive with the Northeast line of a 60 foot road known as Pecan Drive; Thence North 45 deg. 00 min. West, along the Northeast line of said Pecan Drive and parallel to the Northeast line of said Lot 2, a distance of 375 feet to a point for corner; Thence North 45 deg. 00 min. East, parallel to the Southeast line of said lots 2 and 1, at 227 feet cross the commonline between said Lots 2 and 1, at 391.15 feet pass a 1/2 inch pipe set on the Southwest bank of a small gully, in all a distance of 397.15 feet to the center of said gully; Thence in an Easterly direction, along the center line of said gully, a distance of approximately 80 feet; Thence South 30 deg. 43 min. 39 sec. East a distance of approximately 13.4 feet to an iron pipe set on the bank of said gully; Thence continuing South 30 deg. 43 min. 39 sec. East, a distance of 195.6 feet to a point for corner; Thence South 40 deg. 03 min. 39 sec. East, a distance 122 feet to a point for corner in the curved Northwest line of said Heritage Drive, which point is North 45 deg. 00 min. East 121.5 feet and North 45 deg. 00 min. West 13.5 feet from the South corner of said Lot 1; Thence in a Southwesterly direction, along the arc of a curve of undetermined radius in the Northwest line of said Heritage Drive, a chord of which would bear approximately South 52 deg. 44 min. West, a distance of approximately 123 feet to the place of beginning.

EXCEPT, however, that the grantors herein reserve out of the property herein-
above described, all rights, title and interest in a fifteen (15') feet wide strip of
land alongside and parallel to the N 45°00' E line from the N 45°00' W line across the
commonline between said Lots 1 and 2 to the center of said gully.

SAVE and EXCEPT, and there is hereby reserved unto grantors, their heirs and
assigns, an undivided one hundred (100%) percent interest in and to all of the oil,
gas and other minerals in and under and that may be produced from the above described
property, together with the right of ingress and egress at all times for the purpose
of mining, drilling, exploring, operating and developing said lands for oil, gas and
other minerals and removing the same therefrom.

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 grantee, its successors and ~~heirs~~ 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 grantee, its succe-
sors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part
thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above
described premises, is retained against the above described property, premises and improvements until the above
described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof,
when this Deed shall become absolute.

This conveyance is made and accepted to the following matters, to the extent
same are in effect at this time: Any and all restrictions, covenants, conditions and
easements, if any, relating to the hereinabove described property, but only to the ex-
tent they are still in effect, shown of record in hereinabove mentioned County and State,
and to all zoning laws and regulations of municipal and/or other governmental authorities,
if any, but only to the extent that they are still in effect, relating to the hereinabove
described property and also to the easement to Community Public Service Company of re-
cord in Vol. 657, Page 120, in the office of the County Clerk of Galveston County,
Texas.

EXECUTED this 15th day of December, A.D. 1975.

William B. Patton
Myra A. Patton

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF GALVESTON }

Before me, the undersigned authority, on this day personally appeared

William B. Patton and wife, Myra A. Patton

known to me to be the person..... whose name..... 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 on this the

17th day of December, A. D. 1975

Notary Public in and for Galveston County, Texas.
My Commission Expires June 1, 19

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, 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 on this the

day of , A. D. 19

Notary Public in and for County, Texas.

D. F. C. U.
BOOK 2645 PAGE 147

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, 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 on this the

day of , A. D. 19

Notary Public in and for County, Texas.

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared
of

a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

day of , A. D. 19

Notary Public in and for County, Texas.

DEED
BOOK 2645 PAGE 148

63191

WARRANTY DEED
WITH VENDOR'S LIEN

TO

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO: *W. H. Humphrey Jr.*
Post Office Box 46
Waco, Texas 76792

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 mandated by law.



JAN 9 1976

W. H. Humphrey Jr.
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
JAN 9 12 34 PM 1976
W. H. Humphrey Jr.
COUNTY CLERK, GALVESTON COUNTY, TEXAS



2007037162

6 PGS

204 E Heritage Dr
206 E Heritage Dr
#10

WARRANTY DEED

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

Date: June 5, 2007

Grantor: JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT, husband and wife

Grantor's Mailing Address (including county):

204 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation,
and JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT, husband and wife,
as to a Life Estate

Grantee's Mailing Address (including county):

111 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A tract or parcel of land containing 0.8151 acres of land, more or less, being part of Lot One (1), in Block Two (2), of FRIENDSWOOD, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 238, Page 14, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

FILED BY
ALAMO TITLE COMPANY
4231150

Return to:
First Baptist Church of Friendswood
204 E. Heritage Drive
Friendswood, TX 77546

In addition to the foregoing, Grantee, by its acceptance hereof, acknowledges and agrees that the above described property will be restricted as follows:

- 1) Allow either or both Joseph Mitchell Wright and wife, Artha T. Wright, to live on the property until they die or until they no longer wish to remain in the house. If, for example, they wish to move into a place of assisted living;
- 2) Allow a member of the immediate family to occupy the trailer home on tract B-Two (B-2) as long as either Joseph Mitchell Wright or Artha T. Wright are living in the home. Occasional parking of RV allowed;
- 3) Life Interest Property to include both Tract B-Two (B-2) and Tract B-Three (B-3). Privacy of Wright family to be protected;
- 4) The First Baptist Church of Friendswood to hold the title to the two (2) tracts of land and be responsible for taxes;
- 5) At present there is a house on Tract B-Two (B-2) and a trailer home on Tract B-Three (B-3). Improvements can be made as needed, but no additional living space is to be added. Joseph Mitchell Wright to be responsible for appropriate insurance and for all maintenance of the existing houses and improvements, plus any improvements which may be made to the property;
- 6) First Baptist Church of Friendswood to be allowed to seek re-zoning of both tracts to a category suitable for appropriate use by the church; and
- 7) First Baptist Church of Friendswood to be allowed to make limited improvements to the property, such as paving, as long as they do not impair the Wright family's access and use of the homes. Such improvements to be mutually agreeable to Grantor herein and First Baptist Church of Friendswood. Specifically, it is likely that a paved parking area will be added during the term of the Life Interest.

This restrictive covenant shall be a covenant running with the land and shall be binding on each of the parties hereto and their heirs, executors, administrators, legal representatives, successor and assigns.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, heirs, executors, administrators, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

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


JOSEPH MITCHELL WRIGHT

ARTHA T. WRIGHT

AGREED TO AND ACCEPTED BY:

FIRST BAPTIST CHURCH OF FRIENDSWOOD,
a Texas non-profit corporation

By: [Signature]
Name: John Knappe
Title: Co-Trustee

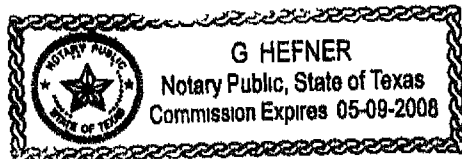
By: [Signature]
Name: John McNeely
Title: Co-Trustee

By: [Signature]
Name: Robert C. Felts
Title: Co-Trustee

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOSEPH MITCHELL WRIGHT.

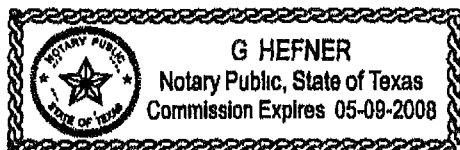


[Signature]
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by ARTHA T. WRIGHT.

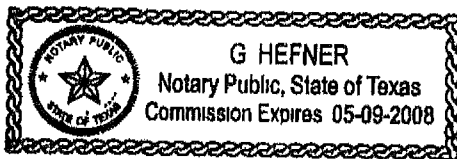


[Signature]
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOHN KNAPE, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

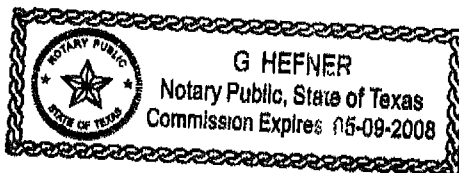
Notary's printed name:

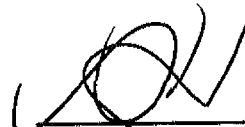
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOHN MCNEELY, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

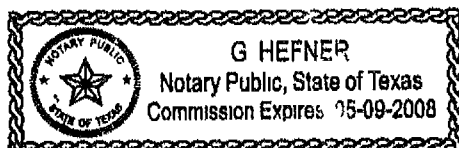
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by ROBERT C. FELTS, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

(KAM/plkH June07/42311138)

EXHIBIT "A"

A tract or parcel of land containing 0.8151 acres of land, more or less, being part of Lot 1 in Block 2, of FRIENDSWOOD, in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 238, Page 14, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows

COMMENCING at the South corner of said Lot 1, said point being in the Northwestern right-of-way line of East Heritage Drive (variable width),

THENCE North 45 deg 00 min 00 sec East, along the Northwestern right-of-way line of said East Heritage Drive, a distance of 181.50 feet to a point in the Northeasterly right-of-way line of said East Heritage Drive,

THENCE North 40 deg 03 min 39 sec West, along the Northeasterly right-of-way line of said East Heritage Drive, a distance of 77.30 feet to a ¼ inch iron rod found for the POINT OF BEGINNING of the herein described tract of land;

THENCE North 40 deg 03 min 39 sec West, along the Northeasterly right-of-way line of said East Heritage Drive, a distance of 53.00 feet to a 1-1/2 inch iron pipe found for corner,

THENCE South 49 deg 56 min 21 sec West, along the Northwestern right-of-way line of Said East Heritage Drive, a distance of 60.00 feet to a ½ inch iron rod set with cap "Survey 1", for corner,

THENCE North 30 deg 43 min 34 sec West, along the Easterly line of the First Baptist Church of Friendswood tract (3357-0002-0001-000), at a distance of 150.00 feet pass a ½ inch iron rod set with cap "Survey 1", on line and continue in all a total distance of 209.00 feet to a point for corner,

THENCE North 67 deg 10 min 33 sec East, along the Southerly line of the City-Friendswood Buyout recorded in 2001063634, and the Collins Tract recorded in 2000020038, a distance of 250.24 feet to a point for corner,

THENCE South 08 deg 56 min 21 sec West, along the Westerly line of the Manchaca Tract (3460-0002-0001-004), at a distance of 82.10 feet pass a ½ inch iron rod set with cap "Survey 1", on line and continue in all a total distance of 282.10 feet to the POINT OF BEGINNING of the herein described tract of land and containing 0.8151 acres of land, more or less

NOTE THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE
ACREAGE AND/OR SQUARE FOOTAGE ARE CORRECT

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007037162

June 07, 2007 10 37 31 AM

FEE \$32 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS



2007037164

3 PGS

208 E Heritage
#9**WARRANTY DEED**

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

Date: June 5, 2007

Grantor: CATHERINE MANCHACA, a single person, acting herein by and through her duly authorized Agent and Attorney-in-Fact, ~~C. TODD MANCHACA~~ CLAYTON TODD MANCHACA

Grantor's Mailing Address (including county):

2 Drifting Wind Run
Austin, Texas 78738

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address (including county):

111 East Heritage
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A 0.9117 acre tract of land being Tract "D", "E" and "F", out of Lot One (1), in Block Two (2), of FRIENDSWOOD SUBDIVISION, a subdivision in the Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's

FILED BY
ALAMO TITLE COMPANY
423 111 37

Return to:
First Baptist Church of Friendswood
111 East Heritage
Friendswood, TX 77546

heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

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

Catherine Manchaca by
CATHERINE MANCHACA

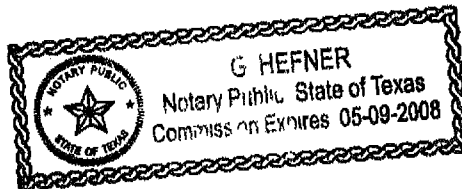
Clayton Todd Manchaca as
By: ATTY IN FACT

CLAYTON C. Todd Manchaca, Agent and
Attorney-in-Fact

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by C. TODD MANCHACA, Agent and Attorney-in-Fact for CATHERINE MANCHACA, in the capacity therein stated.



[Signature]
Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 0.9117 ACRE TRACT OF LAND DESIGNATED AS TRACTS "D", "E" AND "F", OUT OF LOT 1, BLOCK 2 OF THE FRIENDSWOOD SUBDIVISION IN THE SARAH McKISSICK LEAGUE, GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1 inch iron pipe found for corner in the southeast line of the aforementioned Lot 1, which bears N 45°00'00" E a distance of 181.50 feet from the south corner of said Lot 1,

THENCE S 62°20'37" W, a distance of 37.00 feet to a ½ inch pipe rod found for corner;

THENCE N 00°28'21" E, a distance of 55.50 feet to a ½ inch iron rod set for corner;

THENCE N 40°03'39" W, a distance of 27.00 feet to a ½ inch iron pipe found for corner;

THENCE N 08°58'21" E, at a distance of 200.00 feet pass a ½ inch iron rod set for reference corner near the southwest bank of Mary's Creek, continuing in all a total distance of 271.42 feet to a point for corner in the centerline of Mary's Creek;

THENCE in a southeasterly direction along the centerline of Mary's Creek the following courses and distances:

S 60°11'22" E, a distance of 64.00 feet,

S 15°40'29" E, a distance of 21.89 feet;

S 51°31'04" E, a distance of 42.15 feet;

S 72°16'23" E, a distance of 41.47 feet;

S 45°04'33" E, a distance of 77.23 feet to a ½ inch iron rod with cap found for corner in the southeast line of Lot 1;

THENCE S 45°00'00" W, along the southeast line of said Lot 1, a distance of 258.00 feet to the PLACE OF BEGINNING and containing 0.9117 acre of land, more or less.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007037164

June 07, 2007 10 37 31 AM

FEE \$24.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

17005249

SPECIAL WARRANTY DEED

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

Date: March 9, 2017

Grantor: AL-HADI HOLDINGS, INC., a Texas corporation

Grantor's Mailing Address: 3560 Old Spanish Trail
(including County) Houston TX 77021

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address: 111 East Heritage
(including County) Friendswood, TX 77546

Consideration:

TEN DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

Reservations from and Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay and subsequent assessments for this and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR IS CONVEYING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH HEREIN.

e-RECORDED BY VERITAS TITLE GF# 17005249-DU

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to warranty.

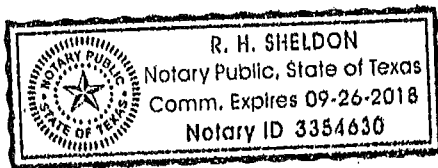
When the context requires, singular nouns and pronouns include the plural.

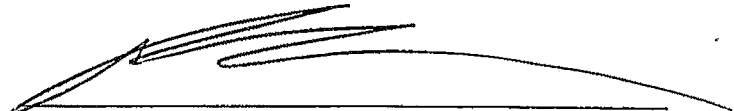
AL-HADI HOLDINGS, INC., a Texas corporation

By: 
SYED HUSSAIN, President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this 9 day of March, 2017, by **SYED HUSSAIN, President of AL-HADI HOLDINGS, INC., a Texas corporation**, on behalf thereof.




Notary Public, State of Texas

Return To:

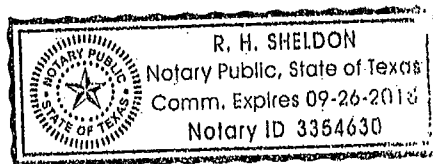


EXHIBIT "A"

BEING A TRACT OR PARCEL, CONTAINING 1.0528 ACRES (45,860 SQUARE FEET) OF LAND, MORE OR LESS, SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NUMBER 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AND BEING PORTION OF LOT 2, BLOCK 2, OF FRIENDSWOOD SUBDIVISION RECORDED IN PLAT RECORD 7, MAP NO. 20 OF THE GALVESTON COUNTY MAP RECORDS (G.C.M.R.) AND BEING ALL OF A CALLED 46,260 SQUARE FEET OF LAND CONVEYED TO AL-HADI HOLDINGS, INC. RECORDED IN GALVESTON COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (G.C.O.P.R.R.P.) NO. 2014073259, WITH SAID 1.0528 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS HEREIN ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83)):

COMMENCING AT A 1-INCH IRON PIPE FOUND AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF PECAN DRIVE AND THE NORTHWEST R.O.W. LINE OF EAST SHADOWBEND AVENUE, AND MARKING THE SOUTH CORNER OF THE FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, RECORDED IN PLAT NO. 18, MAP NO. 900 (G.C.M.R.), FROM WHICH A 3/4-INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, BEARS FOR REFERENCE NORTH 41 DEG. 45 MIN. 11 SEC. EAST, A DISTANCE OF 240.00 FEET, AND FROM WHICH A 1/2-INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, BEARS FOR REFERENCE NORTH 48 DEG. 14 MIN. 49 SEC WEST, A DISTANCE OF 300.60 FEET;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, ALONG THE NORTHWESTWEST R.O.W. LINE OF SAID EAST SHADOWBEND AVENUE, PASSING AT A DISTANCE OF 60.00 FEET THE EAST CORNER OF A CALLED 0.385 ACRE TRACT CONVEYED TO JOSEPH & MARK PRIHODA RECORDED IN CLERK'S FILE NO. 8002724 G.C.O.P.R.R.P., CONTINUING A TOTAL DISTANCE OF 160.00 FEET TO A "X" IN CONCRETE SET, MARKING THE **POINT OF BEGINNING** AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, CONTINUING ALONG THE NORTHWEST R.O.W. OF SAID EAST SHADOWBEND AVENUE, A DISTANCE OF 160.00 FEET TO A "X" IN CONCRETE SET IN THE INTERSECTION OF THE NORTH R.O.W. OF SOUTH FRIENDSWOOD DRIVE AND THE WEST R.O.W. OF SAID EAST SHADOWBEND AVENUE, AND MARKING THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 48 DEG. 14 MIN. 49 SEC. WEST, ALONG THE NORTHEAST R.O.W. LINE OF SAID SOUTH FRIENDSWOOD DRIVE, A DISTANCE OF 241.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTH CORNER OF A CALLED 0.589 ACRE TRACT OF LAND

CONVEYED TO LOCKWOOD NATIONAL BANK RECORDED IN CLERK'S FILE NO. 2015072418 G.C.O.P.R.R.P. AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 41 DEG. 45 MIN. 11 SEC. EAST, ALONG THE EAST LINE OF SAID CALLED 0.589 ACRE TRACT AND A CALLED 0.381 ACRE TRACT CONVEYED TO LOCKWOOD NATIONAL BANK RECORDED IN CLERK'S FILE NO. 8300287 G.C.O.P.R.R.P., A DISTANCE OF 260.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET IN THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE AND MARKING THE NORTHEAST CORNER OF SAID 0.381 ACRE TRACT, AND THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE NORTH 14 DEG. 27 MIN. EAST, A DISTANCE OF 1.20 FEET;

THENCE, SOUTH 48 DEG. 14 MIN. 49 SEC EAST, ALONG THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE, A DISTANCE OF 73.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET IN THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE AND MARKING THE NORTH CORNER OF SAID 0.385 ACRE TRACT AND THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE, NORTH 10 DEG. 57 MIN. EAST, A DISTANCE OF 1.12 FEET;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, ALONG THE WEST LINE OF SAID CALLED 0.385 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET, MARKING THE WEST CORNER OF SAID CALLED 0.385 ACRE TRACT, AND INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE, NORTH 15 DEG. 30 MIN. EAST, A DISTANCE OF 1.17 FEET;

THENCE, SOUTH 48 DEG. 14 MIN. 49 SEC. EAST, ALONG THE SOUTH LINE OF SAID CALLED 0.385 ACRE TRACT, A DISTANCE OF 168.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.0528 ACRES OR 45,860 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53347, PREPARED BY WINDROSE LAND SERVICES.

FILED AND RECORDED

Instrument Number: 2017015366

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 03/10/2017 12:42PM

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



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

METES AND BOUNDS DESCRIPTION

0.4223 ACRES (18,397 SQ. FT.)

LOT 1, HARPER SUBDIVISION

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.4223 acres or 18,397 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called Lot 1, of Harper Subdivision, an unrecorded subdivision in Galveston County, Texas, same being all of that certain called Tract One (1), conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2011064225 on December 20, 2011. Said 0.4223 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

BEGINNING at a 5/8-inch iron rod with plastic cap set for corner, said corner being the northwest boundary corner of said Lot 1, same being the northwest boundary corner of said Tract One (1), the intersection of the northeast right-of-way line of Morningside Drive, a called 60-foot wide public right-of-way, with the southeast right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way, and being the beginning of a curve to the right;

THENCE with the northwest boundary line of said Lot 1, same being the southeast right-of-way line of said East Heritage Drive, and along said curve to the right, having a radius of 425.93 feet, a delta angle of 15° 39' 23", and a chord bearing and distance of North 49° 28' 38" East – 116.03 feet, for an arc distance of 116.39 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the northeast boundary corner of said Tract One (1), same being the northeast boundary corner of said Lot 1, and the northwest boundary corner of that certain called Lot 2, conveyed to Rosie Riley, by deed recorded under Galveston County Clerk's File No. 2009058843 on October 23, 2009;

THENCE South 48° 08' 50" East, along the northeast boundary line of said Lot 1, same being the northeast boundary line of said Tract One (1), and the southwest boundary line of said Lot 2, for a distance of 149.61 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southeast boundary corner of said Tract One (1), same being the southeast boundary corner of said Lot 1, the southwest boundary corner of said Lot 2, and a point in the northwest boundary line of that certain called Lot 5, conveyed to Andrew D. Chalk and Lisa M. Camp, by deed recorded under Galveston County Clerk's File No. 2005053026 on August 4, 2005;

THENCE South 41° 51' 10" West, along the southeast boundary line of said Lot 1, same being the southeast boundary line of said Tract One (1), and the northwest boundary line of said Lot 5, passing the northwest boundary corner of said Lot 5, same being the northeast boundary corner of that certain called Lot 6, conveyed to Shannon Sivcoski, a single woman, by deed recorded under Galveston County Clerk's File No. 2004081588 on December 10, 2004, and continuing for a total distance of 115.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southwest boundary corner of said Tract One (1), same being the southwest boundary corner of said Lot 1, the northwest boundary corner of said Lot 6, and being a point in the northeast right-of-way line of said Morningside Drive;

THENCE North 48° 08' 50" West, along the southwest boundary line of said Lot 1, same being the southwest boundary line of said Tract One(1), and the northeast right-of-way line of said Morningside Drive, for a distance of 165.00 feet, to the **POINT OF BEGINNING** and containing within these calls 18,397 square feet or 0.4223 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | December 15, 2019



METES AND BOUNDS DESCRIPTION

0.8151 ACRES (35,508 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.8151 acres or 35,508 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called 0.8151 acre tract of land, conveyed to First Baptist Church of Friendswood, and Joseph Mitchell Wright and Artha T. Wright, by deed recorded under Galveston County Clerk's File No. 2007037162 on June 7, 2007. Said 0.8151 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMECNING at a 3/4-inch iron pipe found for corner, said corner being the northeast boundary corner of Lot 1, in Block 2, of Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded under Plat Record 18, Map No. 900 of the Galveston County Map Records, same being the intersection of the northwest right-of-way line of said East Heritage Drive, a called 60 foot wide public right-of-way, with the southwest right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way;

THENCE North 43° 12' 30" West, along the northeast boundary line of said Lot 1, same being the southwest right-of-way line of said East Heritage Drive, for a distance of 122.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northwest right-of-way corner of said East Heritage Drive, same being the southwest boundary corner of said 0.8151 acre tract of land, and the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 33° 52' 30" West, continuing along the northeast boundary line of said Lot 1, same being the southwest boundary line of said 0.8151 acre tract, for a distance of 209.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at a northeasterly boundary corner of said Lot 1, same being the northwest boundary corner of said 0.8151 acre tract, and a point in the centerline of Mary's Creek;

THENCE North 64° 01' 42" East, along the northwest boundary line of said 0.8151 acre tract, same being the centerline of said Mary's Creek, for a distance of 250.25 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South 05° 47' 30" West, along the east boundary line of said 0.8151 acre tract, passing the northwest boundary corner of a called 0.9117 acre tract of land, conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2007037164 on June 7, 2007, at a distance of 10.71 feet, and continuing along said boundary line, for a total distance of 282.11 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the southeast boundary corner of said 0.8151 acre tract, same being the southwest boundary corner of said 0.9117 acre tract, and being a point in the southwest right-of-way line of said East Heritage Drive;

THENCE North 43° 12' 30" West, along a southerly boundary line of said 0.8151 acre tract, same being the northeast boundary line of said East Heritage Drive, for a distance of 53.00 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South 46° 47' 29" West, along a southerly boundary line of said 0.8151 acre tract, same being the northwest right-of-way line of said East Heritage Drive, for a distance of 60.00 feet, to the **POINT OF BEGINNING** and containing within these calls 35,508 square feet or 0.8151 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



METES AND BOUNDS DESCRIPTION

0.8913 ACRES (38,824 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.8913 acres or 38,824 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called 0.9117 acre tract of land, conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2007037164 on June 7, 2007. Said 0.8913 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMECNING at a 3/4-inch iron pipe found for corner, said corner being the northeast boundary corner of Lot 1, in Block 2, of Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded under Plat Record 18, Map No. 900 of the Galveston County Map Records, same being the intersection of the northwest right-of-way line of said East Heritage Drive, a called 60 foot wide public right-of-way, with the southwest right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way;

THENCE North 54° 40' 04" East, across said right-of-way of East Heritage Drive, for a distance of 60.57 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the intersection of the northwest right-of-way line of said East Heritage Drive, with the northeast right-of-way line of said East Heritage Drive, and being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 43° 12' 30" West, along the southwest boundary line of said 0.9117 acre tract, same being the northeast boundary line of said East Heritage Drive, for a distance of 77.30 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southwest boundary corner of said 0.9117 acre tract, same being the southeast boundary corner of a called 0.8151 acre tract, conveyed to First Baptist Church of Friendswood, and Joseph Mitchell Wright and Artha T. Wright, by deed recorded under Galveston County Clerk's File No. 2007037162 on June 7, 2007;

THENCE North 05° 47' 30" East, along the west boundary line of said 0.9117 acre tract, same being the east boundary line of said 0.8151 acre tract of land, for a distance of 271.40 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northwest boundary corner of said 0.9117 acre tract, same being the northeast boundary corner of said 0.8151 acre tract, and a point in the centerline of Mary's Creek;

THENCE in an easterly direction, and with the centerline of Mary's Creek, and along the northerly boundary lines of said 0.9177 acre tract, the following bearings and distances:

South 63° 20' 13" East, for a distance of 63.96 feet;

South 18° 49' 20" East, for a distance of 21.89 feet;

South 54° 39' 55" East, for a distance of 42.15 feet;

South 75° 27' 14" East, for a distance of 41.47 feet;

South 48° 13' 24" East, for a distance of 77.23 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northeast boundary corner of said 0.9177 acre tract;

THENCE South 41° 51' 09" West, along the southeast boundary line of said 0.9177 acre tract, same being, for a distance of 256.00 feet, to the **POINT OF BEGINNING** and containing within these calls 38,824 square feet or 0.8913 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



METES AND BOUNDS DESCRIPTION

1.0528 ACRES (45,860 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 1.0528 acres or 45,860 square feet of land, situated within the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being portion of Lot 2, Block 2, of Friendswood subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, same being all of that certain called 1.0528 acres of land conveyed to First Baptist Church of Friendswood, recorded under Galveston County Clerk's File No. 2017015366 on March 10, 2017. Said 1.0528 acre tract being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMENCING at a 1-inch iron pipe found at the intersection of the northeast right-of-way line of Pecan Drive, a called 60 foot wide public right-of-way, with the northwest right-of-way line of East Shadowbend Avenue, a called 60 foot wide public right-of-way, same being the southeast corner of the Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded in Plat Record 18, Map No. 900 of the Galveston County Map Records;

THENCE, South 41° 51' 10" West, along the northwesterly right-of-way line of said East Shadowbend Avenue, passing the northeast right-of-way line of said Pecan Drive, at a distance of 60.00 feet, and continuing for a total distance of 160.00 feet to a chiseled "X" in concrete found for corner, said "X" being the southeast boundary corner of a called 0.385 acre tract, conveyed to Joseph & Mark Prihoda, by deed recorded under Galveston County Clerk's File No. 80-02724, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 41° 51' 10" West, continuing along the northwest right-of-way line of said East Shadowbend Avenue, same being the southeast boundary line of said 1.0528 acre tract, for a distance of 160.00 feet to a chiseled "X" in concrete found for corner, said corner being the southeast boundary corner of said 1.0528 acre tract, same being the intersection of the northeast right-of-way line of South Friendswood Drive, a called 80 foot wide public right-of-way, with the northwest right-of-way line of said East Shadowbend Avenue;

THENCE, North 48° 08' 50" West, along the southwest boundary line of said 1.0528 acre tract, same being the northeast right-of-way line of said South Friendswood Drive, a distance of 241.00 feet, to a 5/8-inch iron rod with plastic cap found for corner, said corner being the southeast boundary corner of a called 0.589 acre tract of land, conveyed to Lockwood National Bank, by deed recorded under Galveston County Clerk's File No. 2015072418;

THENCE, North 41° 51' 10" East, along the easterly line of said called 0.589 acre tract, and a called 0.381 acre tract, conveyed to Lockwood National Bank, by deed recorded under Galveston County Clerk's File No. 83-00287, for a distance of 260.00 feet to a 5/8-inch iron rod with plastic cap found for corner, said corner being the northeast boundary corner of said 0.589 acre tract, same being the northwest boundary corner of said 1.0528 acre tract;

THENCE, South 48° 08' 50" East, along the southwest right-of-way line of said Pecan Drive, for a distance of 73.00 feet, to a 5/8-inch iron rod with plastic cap, found in the southwest right-of-way line of said Pecan Drive, said corner being the northwest boundary corner of said 0.385 acre tract;

THENCE, South 41° 51' 10" West, along the northwest boundary line of said 0.385 acre tract, for a distance of 100.00 feet, to a 5/8-inch iron rod with plastic cap found for corner;

THENCE, South 48° 08' 50" East, along the southwest boundary line of said 0.385 acre tract, for a distance of 168.00 feet, to the **POINT OF BEGINNING** and containing within these calls 45,860 square feet or 1.0528 acres of land.

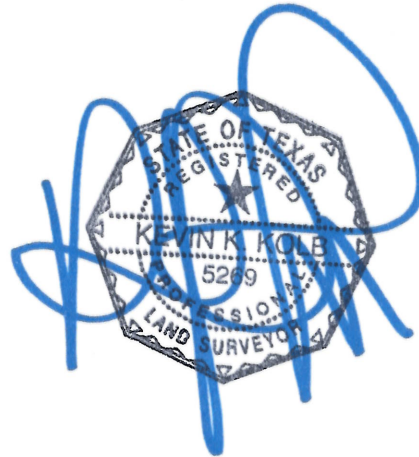
A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



PROJECT BENCHMARK:

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NUMBER 210195
HGCSO STAINLESS STEEL ROD STAMPED HGCSO 37 1986 AT US
59 AND NEWCASTLE DRIVE LOCATED S. OF INTERSECTION,
INSIDE CITY OF HOUSTON WATER TANKS, 46 FT W. OF ROAD &
60 FT NE OF POWER TRANSFORMER IN KEYMAP 4912.
ELEVATION: 55.079 FEET NAVD 1988, 2001 ADJUSTED.

F.E.M.A. FLOOD ZONE STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 49201G1065 M, DATED JANUARY 6th 2017 AND HAVE
DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY
WITHIN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE THE
100-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "X SHADED" OR
AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN.
NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE
FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN
ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT
DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO
FLOODING UNDER SPECIFIC CONDITIONS.

GENERAL SURVEYORS NOTES:

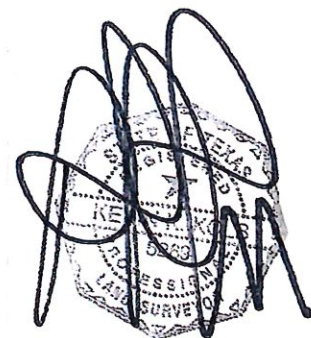
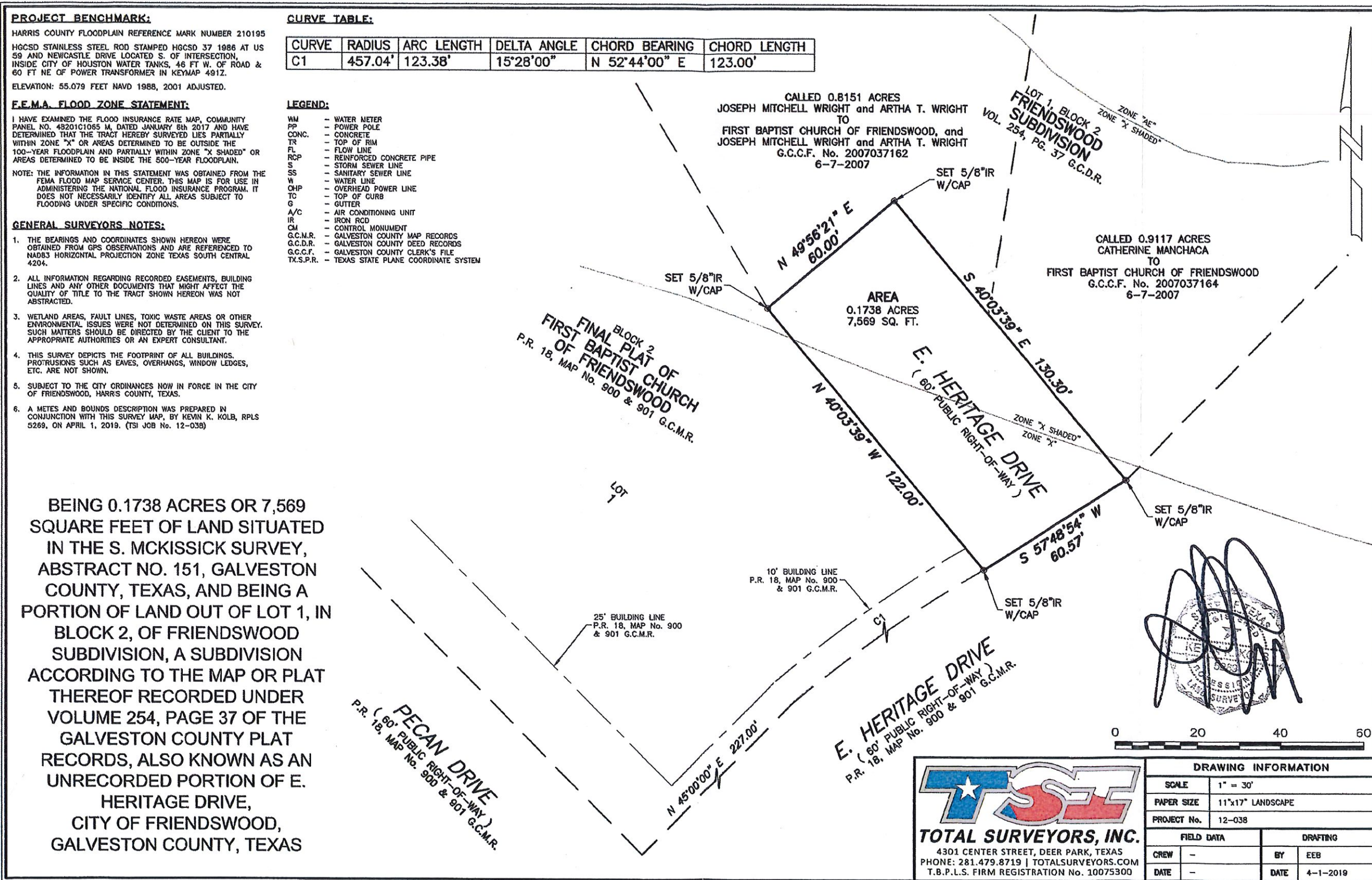
1. THE BEARINGS AND COORDINATES SHOWN HEREON WERE
OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO
NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL
4204.
2. ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING
LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE
QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT
ABSTRACTED.
3. WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER
ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY.
SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE
APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
4. THIS SURVEY DEPICTS THE FOOTPRINT OF ALL BUILDINGS,
PROTRUSIONS SUCH AS EAVES, OVERHANGS, WINDOW LEDGES,
ETC. ARE NOT SHOWN.
5. SUBJECT TO THE CITY ORDINANCES NOW IN FORCE IN THE CITY
OF FRIENDSWOOD, HARRIS COUNTY, TEXAS.
6. A METES AND BOUNDS DESCRIPTION WAS PREPARED IN
CONJUNCTION WITH THIS SURVEY MAP, BY KEVIN K. KOLB, RPLS
5269, ON APRIL 1, 2019. (TSI JOB No. 12-038)

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	457.04'	123.38'	15°28'00"	N 52°44'00" E	123.00'

LEGEND:

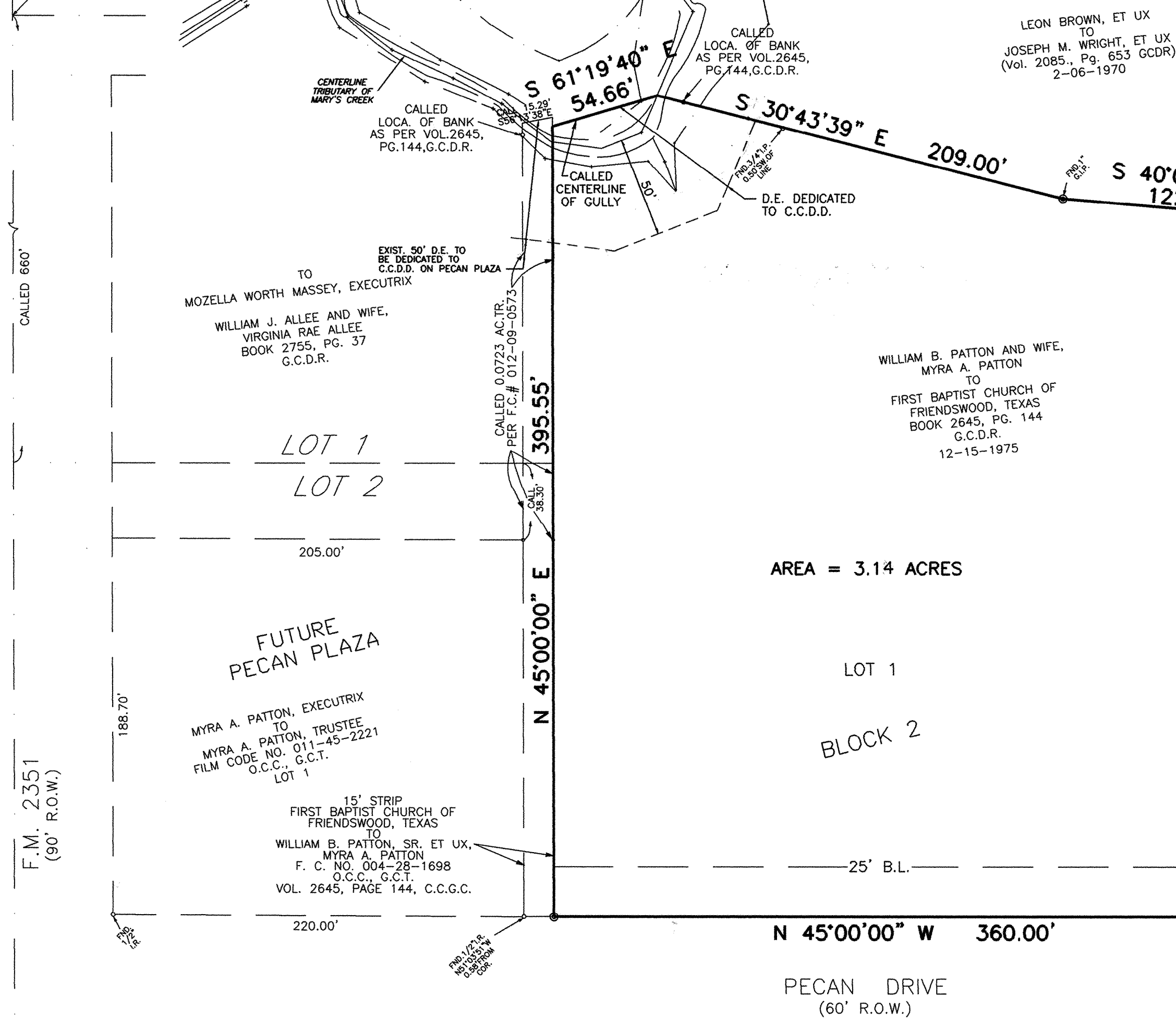
WM - WATER METER
PP - POWER POLE
CONC. - CONCRETE
TR - TOP OF RIM
FL - FLOW LINE
RCP - REINFORCED CONCRETE PIPE
S - STORM SEWER LINE
SS - SANITARY SEWER LINE
W - WATER LINE
OHP - OVERHEAD POWER LINE
TC - TOP OF CURB
G - GUTTER
A/C - AIR CONDITIONING UNIT
IR - IRON ROD
CM - CONTROL MONUMENT
G.C.M.R. - GALVESTON COUNTY MAP RECORDS
G.C.D.R. - GALVESTON COUNTY DEED RECORDS
G.C.C.F. - GALVESTON COUNTY CLERK'S FILE
T.S.P.R. - TEXAS STATE PLANE COORDINATE SYSTEM



TOTAL SURVEYORS, INC.
4301 CENTER STREET, DEER PARK, TEXAS
PHONE: 281.479.8719 | TOTALSURVEYORS.COM
T.B.P.L.S. FIRM REGISTRATION No. 10075300

DRAWING INFORMATION			
SCALE	1" = 30'		
PAPER SIZE	11"x17" LANDSCAPE		
PROJECT No.	12-038		
FIELD DATA		DRAFTING	
CREW	-	BY	EEB
DATE	-	DATE	4-1-2019

CALL WEST COR. OF LOT 4, BLOCK 3, FRIENDSWOOD SUBDIVISION, SEC. 2, DATED AUG. 1997



STATE OF TEXAS
COUNTY OF GALVESTON

WE, FIRST BAPTIST CHURCH OF FRIENDSWOOD, Owners of the property subdivided in the above and foregoing map of PART OF LOTS 1 AND 2, BLOCK 2, FRIENDSWOOD SUBDIVISION, do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown and designate said subdivision as FIRST BAPTIST CHURCH OF FRIENDSWOOD, located in Friendswood, Galveston County, Texas and dedicate to the public use as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated or occasioned by the alteration of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors, and assigns to warrant and forever defend the title to the land so dedicated.

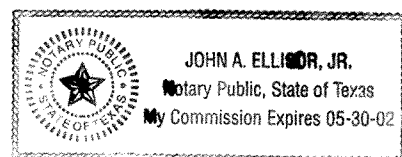
Truman Taylor, John Knappe, Ken Suit
TRUMAN TAYLOR, TRUSTEE
JOHN KNAPE, TRUSTEE
KEN SUIT, TRUSTEE

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Truman Taylor, John Knappe and Ken Suit known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of March, 1999.

John A. Ellison Jr.
Notary Public in and for Galveston County, Texas
My commission expires



WE, FIRST COMMUNITY BANK, N.A., Owners of a lien upon said property, do hereby ratify and conform said subdivision and dedication, and do hereby in all things subordinate to said subdivision and dedication the lien against said landowner held by us.

By: Ruth Henry, V.P. Deputy

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM H. DAHLKAMP, TRUSTEE of First Community Bank, N.A., a Texas banking corporation, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of March, 1999.
Sandra K. Fletcher
Notary Public, State of Texas
Commission Expires 6-25-00
Sandra K. Fletcher
Notary Public in and for Brazoria County, Texas

I, DON DENSION, 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.

WITNESS MY HAND AND SEAL this 25th day of January, 1999.

DON DENSION
Registered Professional Land Surveyor No. 2068

CITY OF FRIENDSWOOD
This is to certify that the City Planning Commission of the City of Friendswood, Texas has approved this plat and subdivision of FIRST BAPTIST CHURCH OF FRIENDSWOOD as shown hereon.

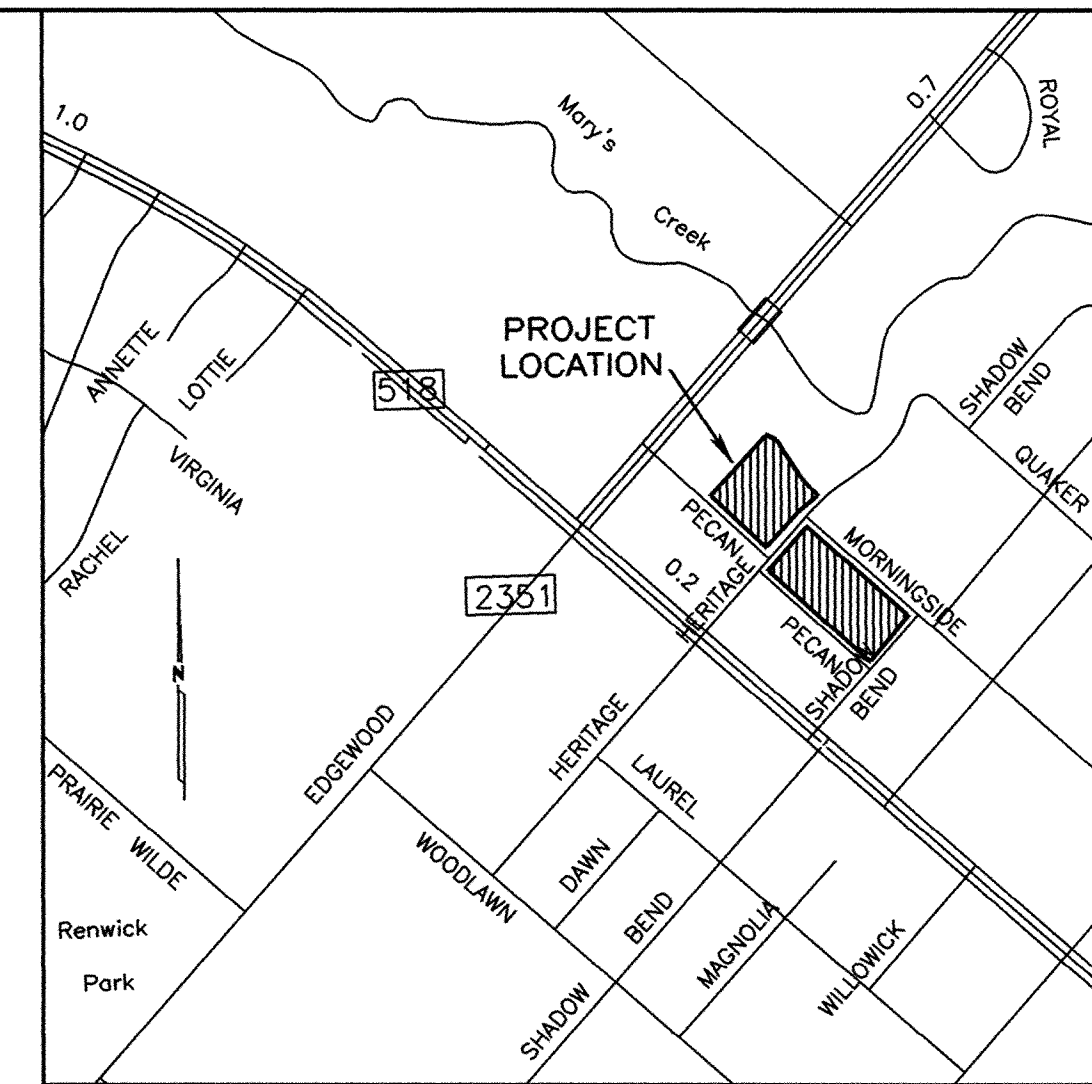
In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the City Planning Commission of the City of Friendswood, Texas this 19th day of May, 1999.

Ruth Henry
W.P. Fingar
RUTH HENRY - DEVELOPMENT COORDINATOR
WILLIAM R. FINGER - CHAIRMAN

FLOOD STATEMENT - BASE FLOOD ELEV. 24.00
TRACT LIES OUTSIDE 500 YEAR FLOOD PLAIN (ZONE "X")
AS PER F.I.R.M. PANEL # 485468 0005 E. PRELIMINARY DATE 9-30-97
EXCEPT MOST NORTHWESTERLY PORTION WHICH LIES IN ZONE "AO"
WITHIN 100 YEAR FLOOD PLAIN.
FLOOD PLAIN LINE DETERMINED BY TOPOGRAPHIC SURVEY
BENCHMARK N.G.S. MARKER #459
LOCATED ON THE WEST SIDE OF BRIARMEADOW
APPROX. 185± WEST OF CENTERLINE OF
SUNSET BLVD.
ELEV. 26.34 (1978 ADJ.)
PROJECT BENCHMARK ELEVATION = 32.92 (1978 DATUM)
B.M. #65 CITY OF FRIENDSWOOD BM SYSTEM
SE. COR. METAL BASE PLATE ON LIGHT POLE
IN FRONT OF OLD POST OFFICE BLDG. NEAR
EXIT DRIVEWAY.
T.B.M. - F.H. ON WESTERLY SIDE OF E. HERITAGE
DRIVE AT MORNINGSIDE DRIVE.

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT
SUPERVISOR DATE
SUPERVISOR DATE

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT
SUPERVISOR DATE
SUPERVISOR DATE



VICINITY MAP
SCALE: 1" = 2000'

- NOTES
- PERMANENT STRUCTURES, INCLUDING FENCES, SHALL NOT BE ERRECTED IN A DRAINAGE EASEMENT WHICH WILL INHIBIT FREE FLOW OF WATER IN THE DITCH OR ACCESS TO THE EASEMENT BY DRAINAGE CREWS OR EQUIPMENT.
 - DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
 - THERE ARE NO PIPELINES OR PIPELINE EASEMENTS ON THIS TRACT, OR WITHIN 100' OF SAME, OTHER THAN THOSE SHOWN.
 - FOUR FOOT(4') WIDE SIDEWALKS SHALL BE PROVIDED BY THE OWNER AT THE TIME OF CONSTRUCTION.
 - CONTACT THE CLEAR CREEK DRAINAGE DISTRICT AT 482-0404 48 HOURS TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR FINAL INSPECTION.
 - BACKFLOW PREVENTION EQUIPMENTS ARE REQUIRED AT ALL WATER OUTLETS AND ANY OTHER CONNECTION THAT MAY CAUSE CONTAMINATION.
 - NO BUILDING PERMIT SHALL BE ISSUED FOR ANY DEVELOPMENT ON THIS SITE UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE CLEAR CREEK DRAINAGE DISTRICT.
 - TO CONVERT PROJECT BENCHMARK DATUM SUBTRACT 0.12' FROM PROJECT BENCHMARK ELEVATION 32.92.
 - ALL OVERHEAD POWER ON-SITE TO BE REMOVED AND UNDERGROUND INSTALLED.

SURVEYOR
LAND DATA SURVEYS, INC.
P.O. BOX 890027
HOUSTON, TEXAS 77289-0027
PHONE: (281) 332-7050
ENGINEER
MUNICIPAL ENGINEERING CO., INC.
3301 FEDERAL STREET
PASADENA, TEXAS 77504
PHONE: (713) 941-8988
OWNER
FIRST BAPTIST CHURCH
OF FRIENDSWOOD
111 E. HERITAGE
TRUMAN TAYLOR, TRUSTEE
JOHN KNAPE, TRUSTEE
KEN SUIT, TRUSTEE
FRIENDSWOOD, TEXAS 77546
PHONE: (281)482-7573

FINAL PLAT
OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD

A 6.12 ACRE TRACT OF LAND BEING PART OF LOT 1 & LOT 2, BLOCK 2, OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 254, PAGE 37, IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS.

2 LOTS 2 BLOCKS
FEBRUARY 19, 1999
SCALE: 1" = 50'
C.O.F. REV. 3/12/99
C.O.F. REV. 3/7/99 (SHT. 1 OF 2)

METES AND BOUNDS DESCRIPTION

DESCRIPTION OF 2.98 ACRE TRACT

A TRACT OF LAND CONTAINING 2.98 ACRES, MORE OR LESS, BEING PART OF AND OUT OF LOT 2, BLOCK 2 OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 254, PAGE 37 IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS; SAID 2.98 ACRES, MORE OR LASS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 1 OF SAID BLOCK 2, SAME BEING ON THE NORTHEASTERLY LINE OF SAID LOT 2;

THENCE , S 45°00'00" E, ALONG THE COMMON LINE OF LOTS 1 AND 12, A CALLED DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTHEASTERLY LINE OF MORNINGSIDE DRIVE (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE (BASED ON A WIDTH OF CALLED 60 FEET);

THENCE , S 45°00'00" W, ACROSS MORNINGSIDE DRIVE RIGHT-OF-WAY, FOR A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD SET FOR THE INTERSECTION OF THE SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE (BASED ON WIDTH OF CALLED 60 FEET), AND BEING THE POINT OF BEGINNING;

THENCE S 45°00'00" E, ALONG THE SAID SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE, FOR A DISTANCE OF 541.40 FEET TO A POINT FOR CORNER MARKING THE INTERSECTION OF THE SAID SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE WITH THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE FROM WHICH A FOUND 3/4-INCH BOLT BEARS WITNESS AT N 45°00'00"E, A DISTANCE OF 0.15 FEET;

THENCE , S 45°00'00" W, ALONG THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE, FOR A DISTANCE OF 240.00 FEET TO TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE WITH THE NORTHEASTERLY LINE OF PECAN DRIVE (CALLED 60 FEET WIDE), FROM WHICH A FOUND 1/2-INCH IRON PIPE BEARS WITNESS AT 45°00'00" E, A DISTANCE OF 0.10 FEET;

THENCE , N 45°00'00" W, ALONG THE NORTHEASTERLY LINE OF PECAN DRIVE, PASSING A FOUND 1/2-INCH IRON ROD AT 4.86 FEET AND CONTINUING FOR TOTAL DISTANCE OF 541.40 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE SAID OCCUPIED NORTHEASTERLY LINE PECAN DRIVE WITH THE AFORESAID SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE;

THENCE , N 45°00'00" E, ALONG THE SAID SOUTHWESTERLY LINE OF EAST HERITAGE DRIVE, FOR A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING, OF A TRACT CONTAINING 2.98 ACRES, MORE OR LESS.

DESCRIPTION OF 3.14 ACRE TRACT

A TRACT OF LAND CONTAINING 3.14 ACRES, MORE OR LESS, BEING PART OF AND OUT OF LOT 1 AND 2, BLOCK 2 OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254, PAGE 37 IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS; SAID 3.14 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 1 OF SAID BLOCK 2, SAME BEING ON THE CALLED CENTERLINE OF EAST HERITAGE DRIVE;

THENCE, N 45°00'00" WEST, ALONG THE COMMON LINE OF SAID LOTS 1 AND 2, A CALLED DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, ON THE NORTHWESTERLY LINE OF EAST HERITAGE DRIVE (CALLED 60 FEET WIDE), FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS WITNESS AT S 67°20'08" W A DISTANCE OF 0.37 FEET;

THENCE, S 45°00'00" W, ALONG THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE, FOR A DISTANCE OF 227.00 FEET TO A 1/2 INCH IRON PIPE FOUND FOR A CORNER, SAME BEING THE INTERSECTION OF THE NORTHEASTERLY LINE OF PECAN CRIVE (CALLED 60 FEET WIDE) WITH THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE;

THENCE, N 45°00'00" W, ALONG THE SAID NORTHEASTERLY LINE OF PECAN DRIVE, FOR A DISTANCE OF 360.00 FEET TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 45°00'00" E, FOR A DISTANCE OF 395.55 FEET TO THE CENTERLINE OF MARY'S CREEK;

THENCE, S 61°19'40" E, GENERALLY ALONG THE CALLED CENTERLINE OF SAID MARY'S CREEK, FOR A DISTANCE OF 54.66 FEET (CALLED) TO A POINT FOR CORNER;

THENCE, S 30°43'39" E, ALONG A NORTHEASTERLY LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF 209.00 FEET TO A 1 INCH GALVANIZED IRON PIPE FOUND MARKING AN

THENCE, S 40°03'39" E, FOR A DISTANCE OF 122.00 FEET TO A 3/4 INCH IRON PIPE FOUND FOR CORNER, AT THE P.C. OF A CURVE TO THE LEFT,

ON THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE;

THENCE FOLLOWING SAID CURVE TO THE LEFT HAVING A RADIUS OF 457.04 FEET, A CENTRAL ANGLE OF 15°28'00", CHORD BEARING AND DISTANCE -SOUTH 52°44'00" WEST - 123.00 FEET, AN ARC DISTANCE OF 123.37 FEET TO THE POINT OF BEGINNING, OF A TRACT CONTAINING 3.14 ACRES OF LAND, MORE OR LESS.

SURVEYOR

LAND DATA SURVEYS, INC.
P.O. BOX 890027
HOUSTON, TEXAS 77289-0027
PHONE: (281) 332-7050

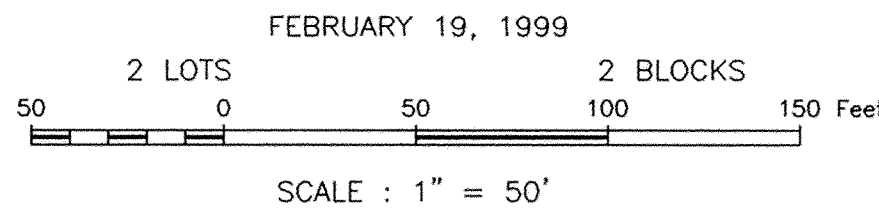
ENGINEER

MUNICIPAL ENGINEERING CO., INC.
3301 FEDERAL STREET
PASADENA, TEXAS 77504
PHONE: (713) 941-8988

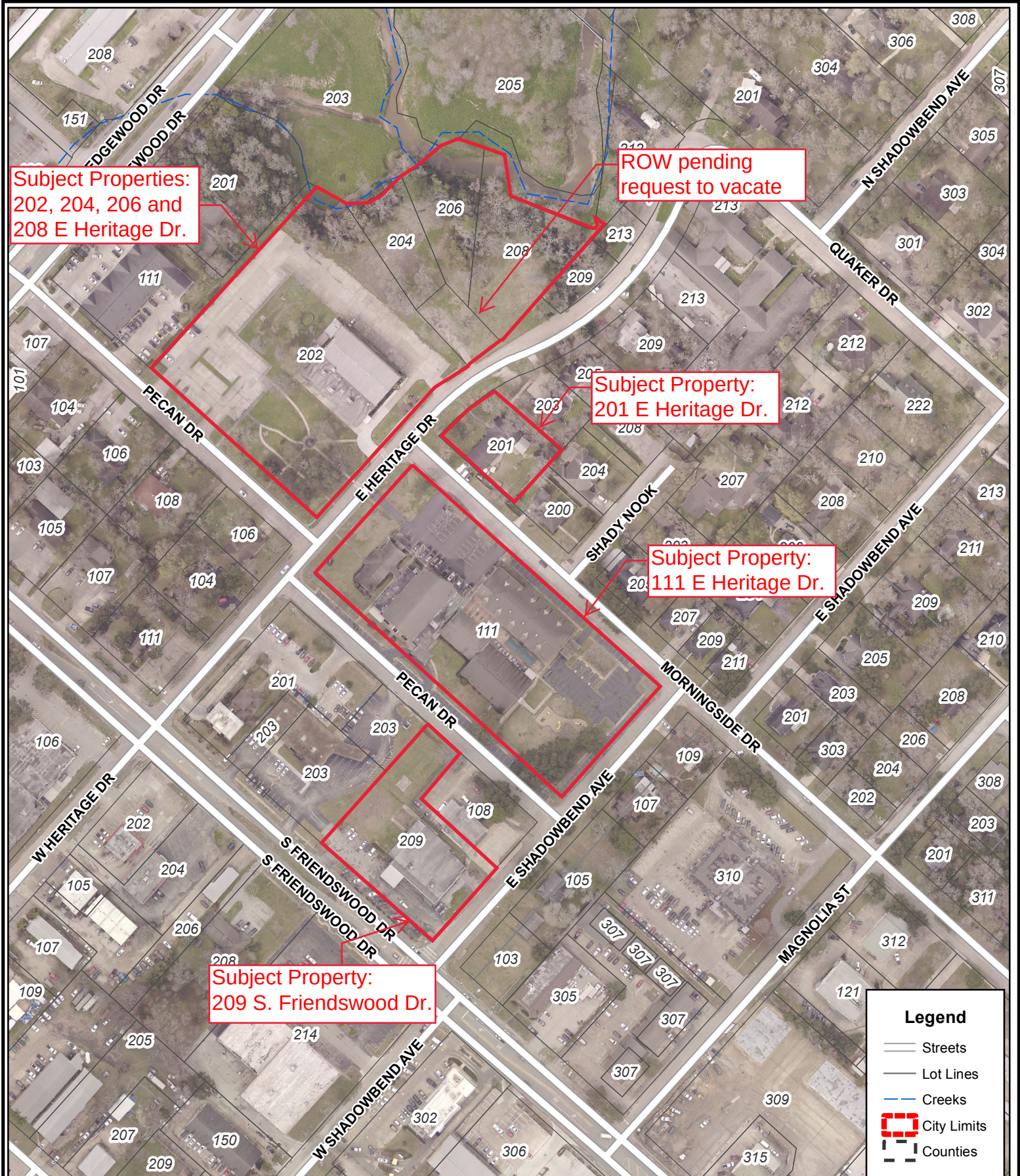
OWNER

FIRST BAPTIST CHURCH
OF FRIENDSWOOD
111 E. HERITAGE
TRUMAN TAYLOR, TRUSTEE
JOHN KNAPE, TRUSTEE
KEN SUIT, TRUSTEE
FRIENDSWOOD, TEXAS 77546
PHONE: (281)482-4023

FINAL PLAT
OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD



C.O.F. REV. 3/12/99
CCDD REV. 2/19/99 ADDED CREEK (SHT. 2 OF 2)



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.

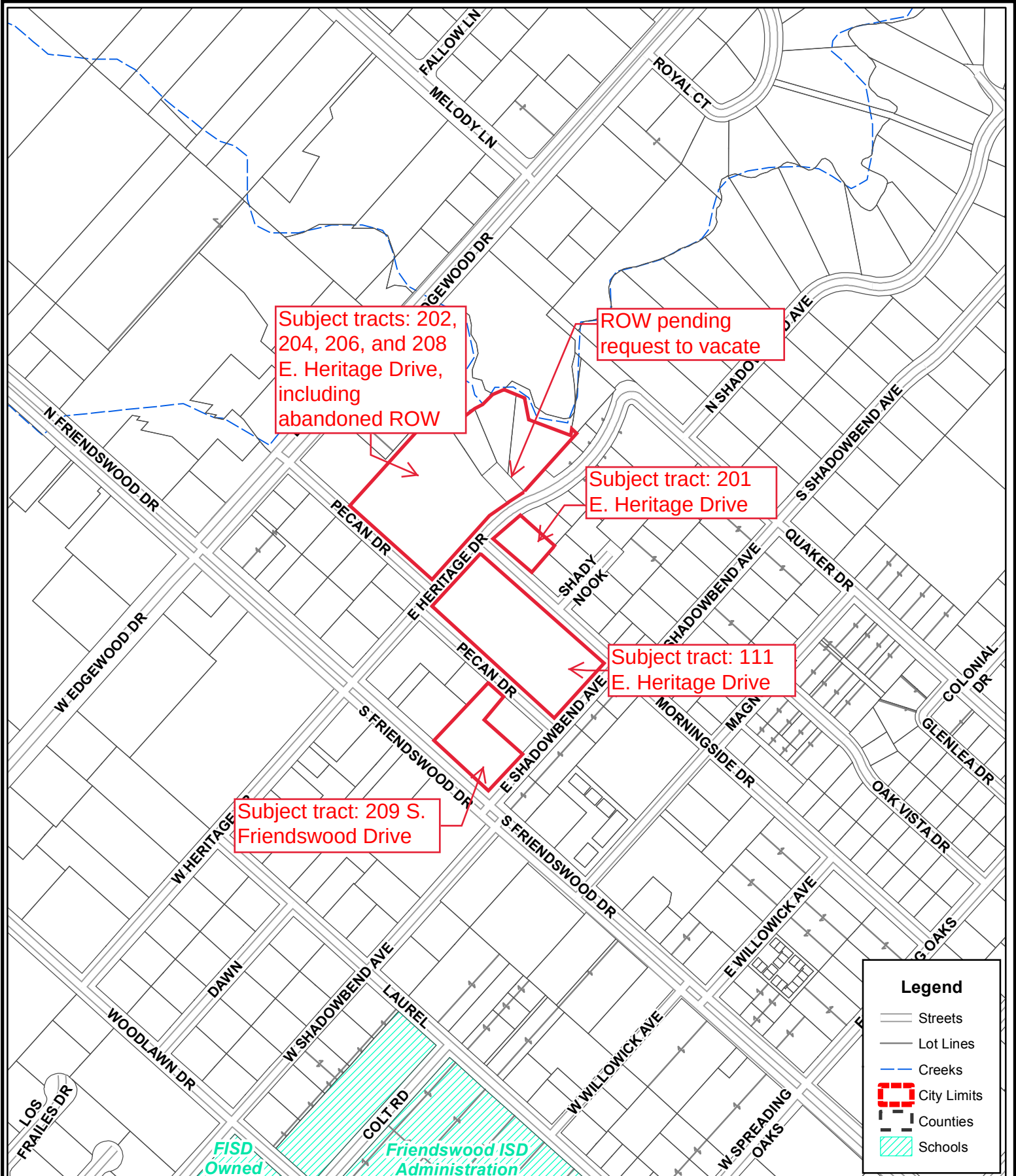


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 205'
Page 60 of 348



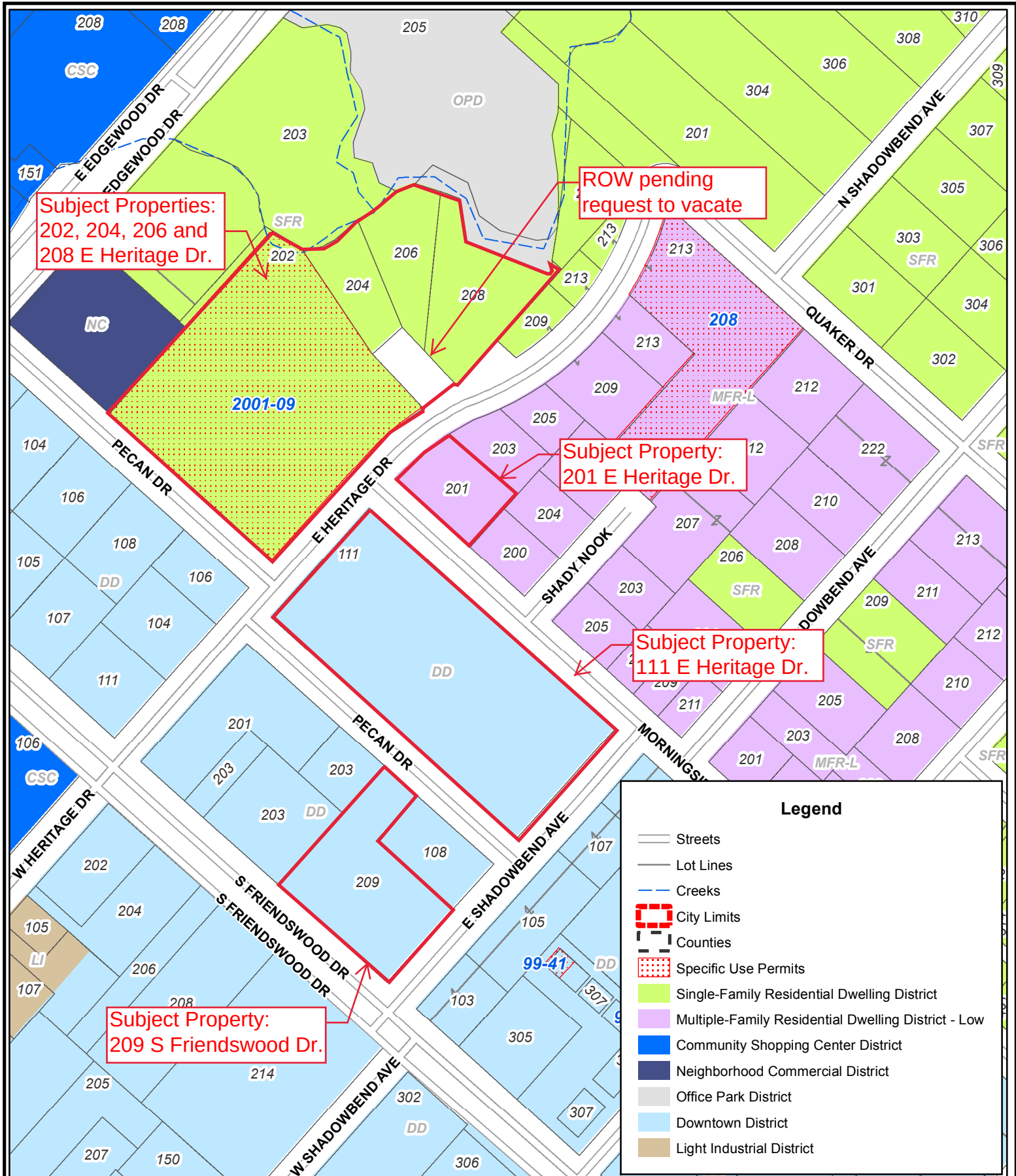
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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





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" = 205'
Page 62 of 348

Rezoning Report

April 2020

Project: Zone Change

Address: Several Tracts for First Baptist Church; main address - 111 E. Heritage Drive

Legal: 111 E Heritage Drive – 2.983 acres Lot 1, Block 1 Final Plat of First Baptist Church of Friendswood, City of Friendswood, Galveston County, Texas

202 E Heritage Dr – 2.98 acres described as Lot 1, Block 2 Final Plat of First Baptist Church of Friendswood, City of Friendswood, Galveston County, Texas

209 S. Friendswood Drive – 1.0528 acres being a portion of Lot 2, Block 2 of the Friendswood Subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, situated in the Sarah McKissick League, Abstract Number 151, City of Friendswood, Galveston County, Texas

201 E. Heritage Drive - .4223 acres of land being all of that certain called Lot 1 of Harper Subdivision, an unrecorded subdivision the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas

204 and 206 E Heritage Drive - .8151 acres of land, being all of that certain called .8151 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037162, City of Friendswood, Galveston County, Texas

208 E Heritage Dr. - .8913 acres of land being all of that certain called .9117 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037164, City of Friendswood, Galveston County, Texas

ROW - .1738 acres out of Lot 1, in Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37, also known as an unrecorded portion of E. Heritage Drive, City of Friendswood, Galveston County, Texas (pending request to vacate)

Request: Zone classification change to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way (request in process); and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way (request in process) – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres - Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Dr., .8151 acres, 208 E Heritage Drive. .8913 acres - Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 E Heritage

Drive, 2.98 acres - Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center

Request to exceed building height:

The building height of the proposed sanctuary is 44 feet 8 inches with an ornamental tower with a height of 72 feet 8 inches, with an ornamental cross on top of that which will be 90 feet 10 inches tall.

The maximum building height allowed in the Downtown District (DD) is 70 feet. An exception is allowed for certain architectural elements such as church spires, ornamental towers, etc.

Zoning Ordinance Section 7.Q.3. Area and height exceptions

e. The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.

Alternative Landscaping:

Additionally, some alternate calculations were used to come up with the required landscaping. Providing credit for existing landscaping and counting landscaping on property zoned SFR (which would typically only require 1 tree per lot) was used to achieve the overall totals.

Proposed Phasing:

The following is part of the Master Plan for the church to guide 20+ years of future development and the expected timing or sequence of phases are subject to change based on the church's need.

- | | |
|----------|--|
| Phase 1A | Jun 2020 - Improvement and expansion of parking at the corner of 518/E. Shadowbend Bend (209 S. Friendswood Dr.) |
| Phase 1B | Oct 2020 - New Welcome Center Addition and South Church Expansion (111 E. Heritage Dr.) |
| Phase 2 | Administration building renovation and expansion (209 S. Friendswood Dr.) |
| Phase 3 | New storage building and parking (201 E. Heritage Dr.) |
| Phase 4 | Church North expansion, interior renovation and adjacent site improvements (111 E. Heritage Dr.) |
| Phase 5 | Removal of Building A and completion of education building expansion (111 E. Heritage Dr.) |
| Phase 6 | Family Life Center addition and adjacent parking expansion (202 E. Heritage Dr.) |

Applicable Zoning Ordinance Excerpts

Appendix C Zoning Ordinance

G. *Specific use permits.*

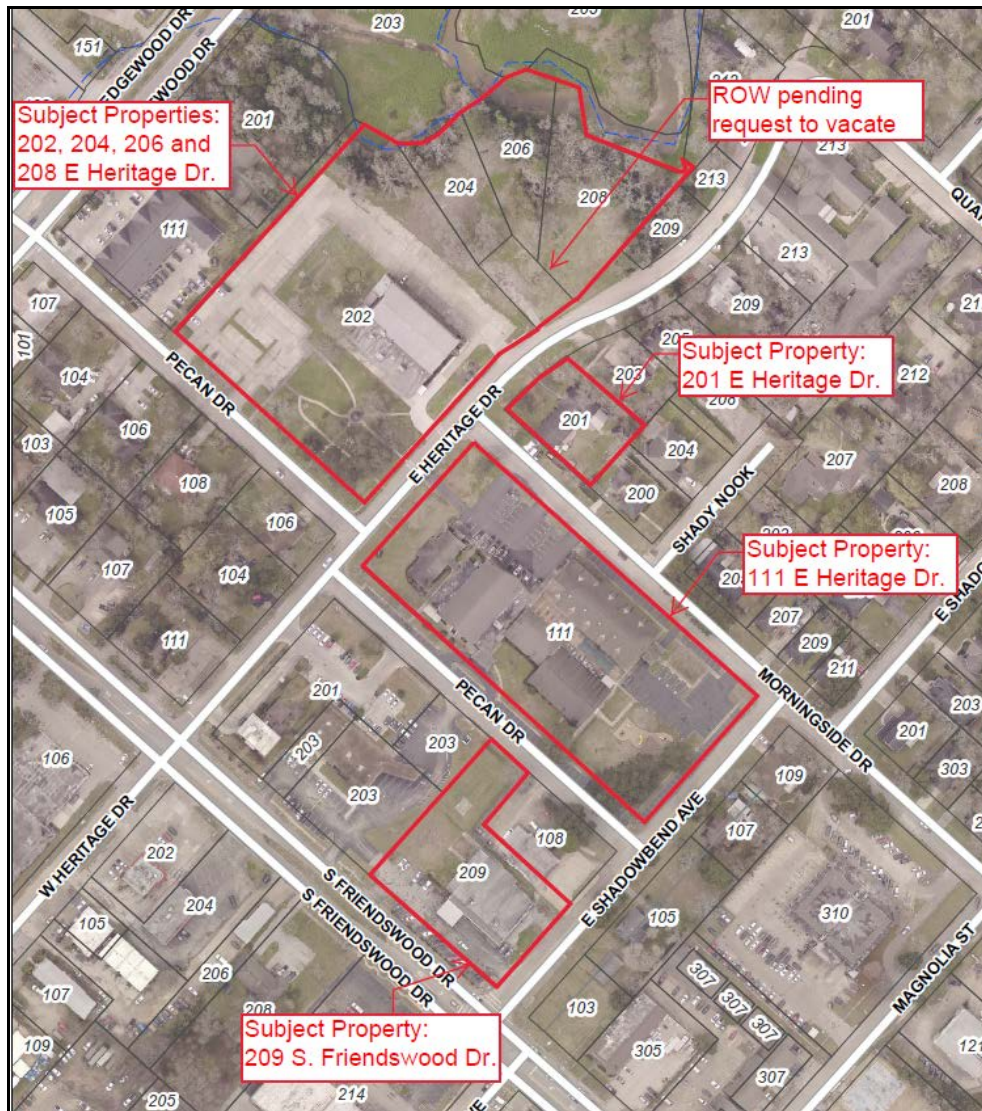
1. *Purpose.* This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general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

...

5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure 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 main sanctuary and administrative offices are located at 111 E. Heritage Drive. The Family Life Center is across the street at 202 E. Heritage Drive. The church has acquired several other tracts including three residential tracts known as 204, 206 and 208 E. Heritage Drive, a residential tract known as 201 E. Heritage Drive, and a commercial tract located at 209 S. Friendswood Drive (formerly Kings Kids Daycare). The request to vacate the right-of-way that served 204, 206 and 208 E. Heritage is in process.



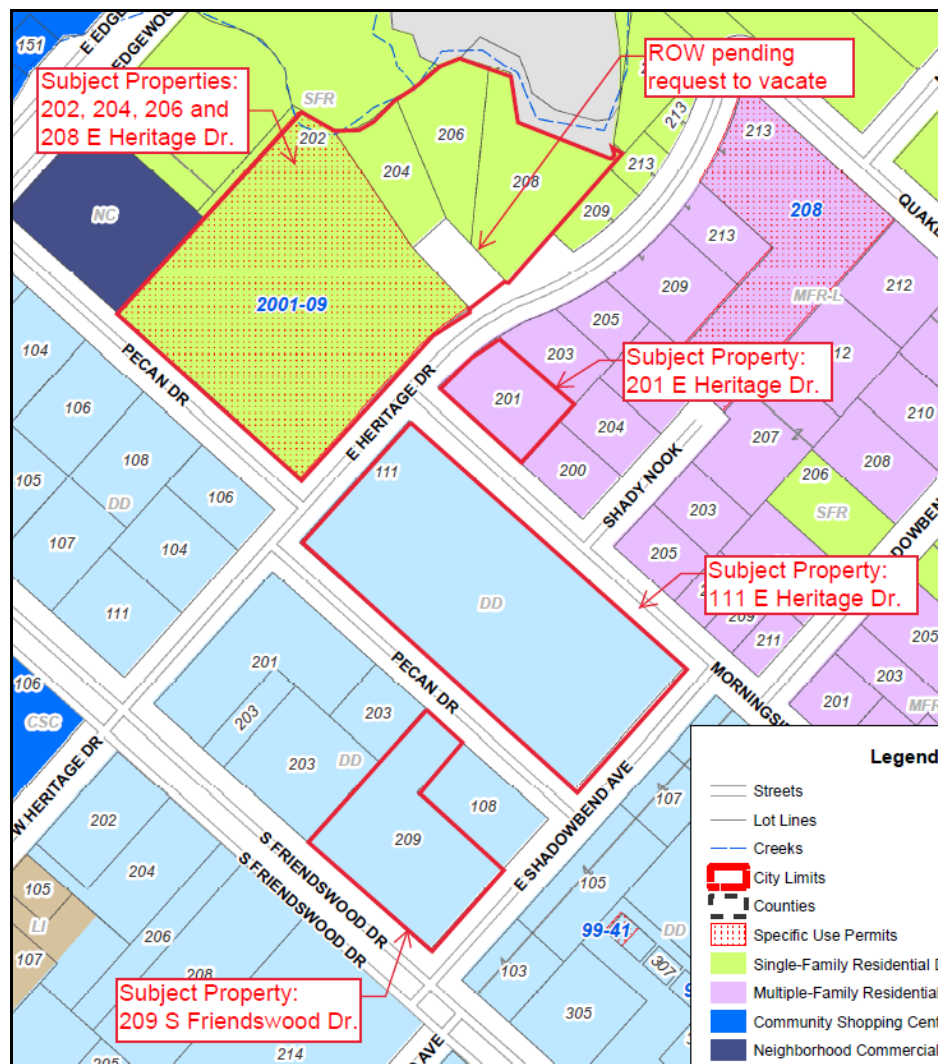
City of Friendswood GIS Aerial Map

Zoning History:

The zoning of the property varies...two of the tracts are within the Downtown District boundary and are zoned Downtown District (DD). The tracts located at 202-208 E. Heritage Drive are all zoned Single Family Residential (SFR). The one tract located at 201 E. Heritage Drive is zoned Multi-Family Residential-Low Density (MFR-L).

Adjacent Zoning/Land Use:

The property is surrounded by lots with similar zoning including Downtown District (DD), Single Family Residential (SFR) and Multi-Family Residential-Low Density (MFR-L).



City of Friendswood Zoning Map

Platting Analysis:

The property will require a replat prior to development to incorporate the recently acquired tracts into the First Baptist Church Plat.

Planning Analysis:

The existing church use is classified as a non-conforming use, as the Zoning Ordinance allowed the use previously, but was changed at some point. If left unchanged, the use would be allowed to continue as-is, but expanding the use requires the church to come into compliance with current requirements. The current requirement per the Permitted Use Table is that a Specific Use Permit (SUP) is required as an overlay on all of the varying zoning districts.

The Specific Use Permit acts as an overlay on the underlying zoning districts; therefore, the owner must comply with the setbacks of the underlying district, which they meet.

Comprehensive Planning Analysis:

The Future Land Use Map identifies 111 E. Heritage and 209 S. Friendswood Drive developing as mixed use since they are located in the Downtown District (DD). The remaining tracts are outside of the Downtown District boundary and are identified as developing as Low Density Residential.



2008 Future Land Use Map

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:

The property owner will be required to provide on-site detention.

Utilities:

Water and sewer services are existing to all tracts. Existing service lines will need to be evaluated for capacity and upgraded if needed.

Access:

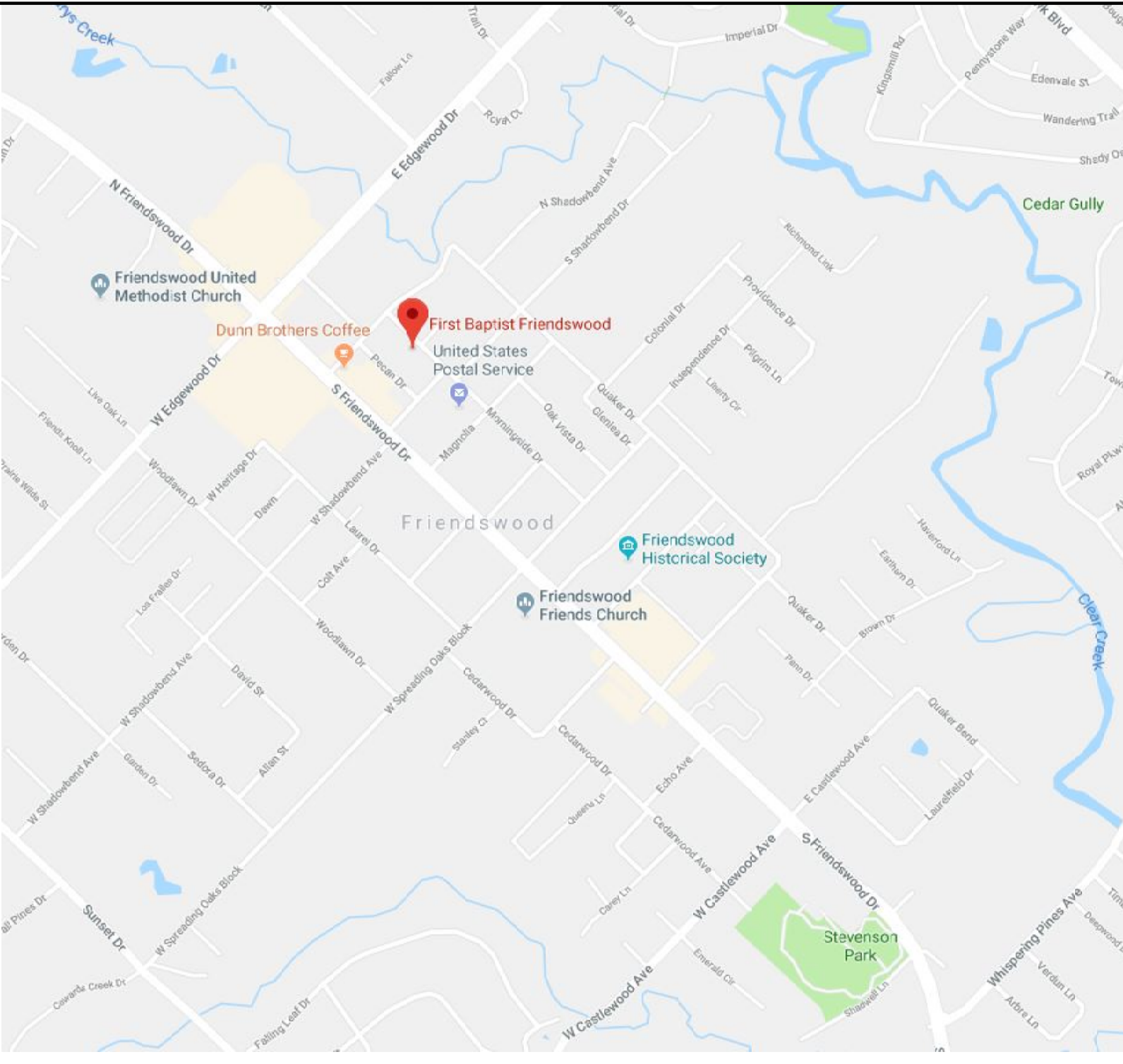
All of the tracts are accessible with existing roadways including S. Friendswood Drive (FM 518), E. Heritage Drive, Pecan Drive, Morningside Drive, and E. Shadowbend Ave.

Park/Open Space:

Park Dedication Fees do not apply since this is not a residential development.



700 Louisiana Street, Suite 350
Houston, Texas 77002
713.374.0000
www.zieglercooper.com



VICINITY MAP
SCALE= 1:1,000

1

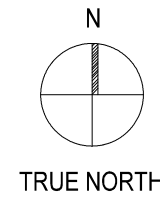
FIRST BAPTIST CHURCH FRIENDSWOOD
111 EAST HERITAGE DRIVE
FRIENDSWOOD, TEXAS 77546
JANUARY 10, 2020

SPECIFIC USE PERMIT OPTION 2 SUBMITTAL

DRAWING INDEX

- COVER SHEET
- SUBMITTAL DRAWINGS:
- SUP 1.10 SITE PLAN
 - SUP 2.10 LANDSCAPE PLAN/ TREE SURVEY/ MITIGATION STUDY
 - SUP 3.10 PHOTOMETRIC PLAN
 - SUP 4.10 BUILDING PERSPECTIVES
 - SUP 4.11 ADMINISTRATION BUILDING ELEVATIONS
 - SUP 4.12 CHURCH ADDITION ELEVATION
 - SUP 4.13 STORAGE BUILDING ELEVATIONS
 - SUP 4.14 FAMILY LIFE CENTER ELEVATIONS

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-9-20	CITY REVISION
3-30-20	CITY REVISION



FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
COVER SHEET

SHEET NUMBER
COVER

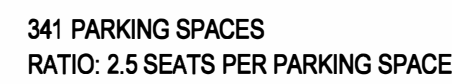
ZCA PROJECT # 1104901

[illegible]

SHEET NUMBER

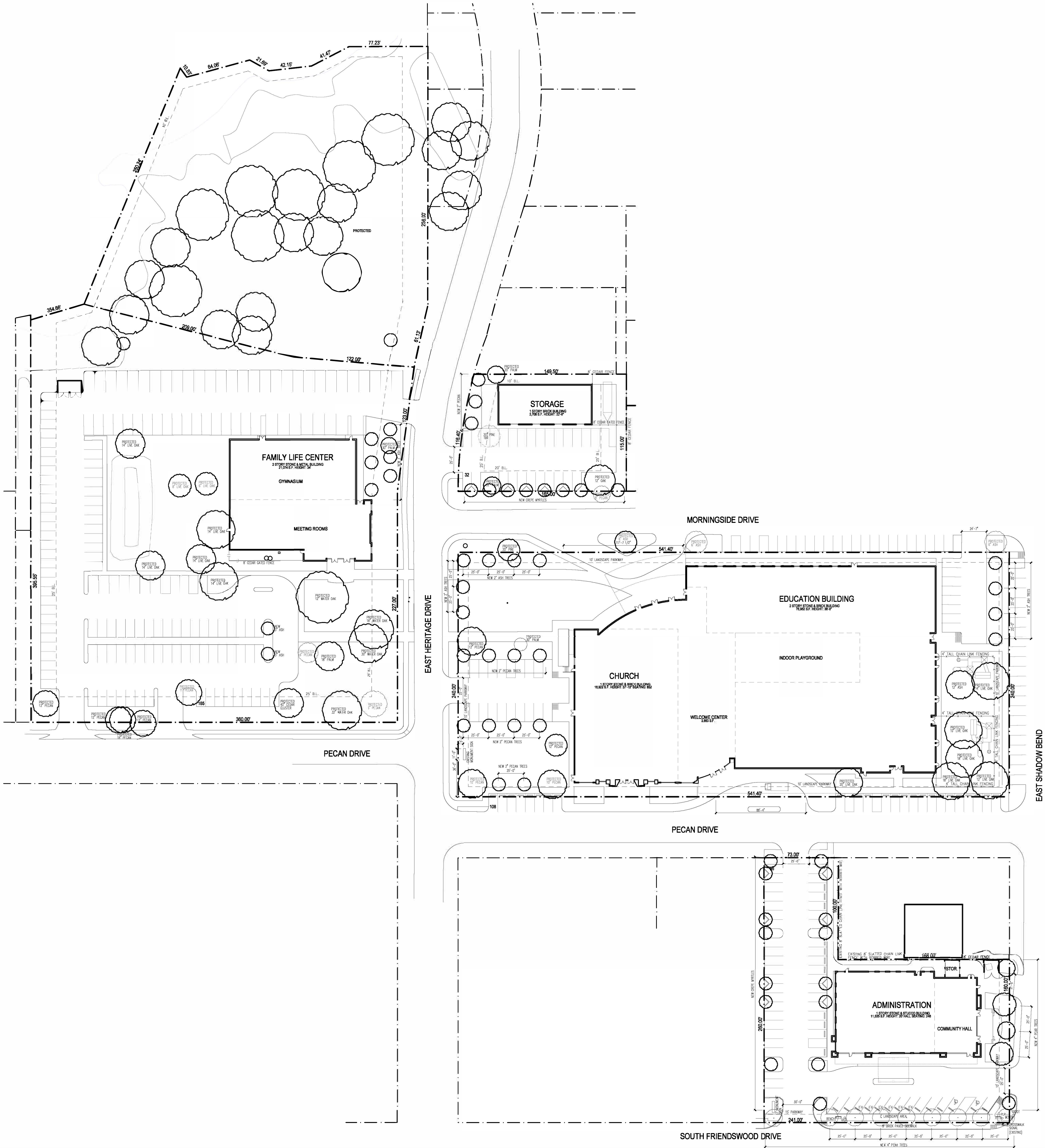
SUP 1.10

ZCA PROJECT # 1104901



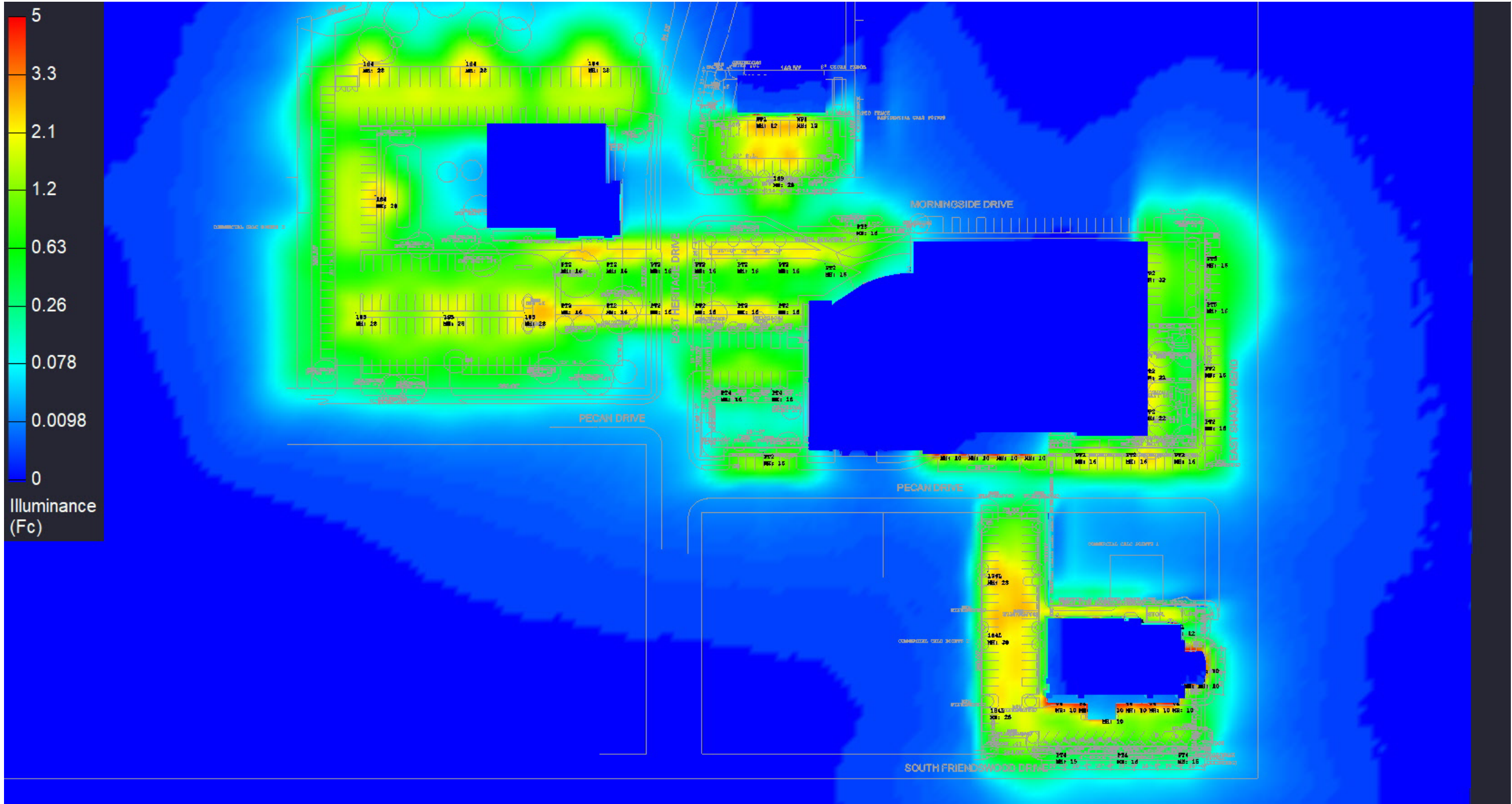
SITE PLAN
SCALE= 1:50

TREES GREATER THAN 12"	TREES TO REMAIN OR BE MITIGATED
CHURCH BLOCK (111 EAST HERITAGE DRIVE)	
20" PINE	TO REMAIN
12" PECAN	TO REMAIN
30" PALM	TO REMAIN
12" PECAN	TO REMAIN
20" LIVE OAK	TO REMAIN
18" LIVE OAK	TO REMAIN
12" LIVE OAK	TO REMAIN
18" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
12" ASH	TO REMAIN
FAMILY LIFE CENTER (202 EAST HERITAGE DRIVE)	
30" PALM	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
12" WATER OAK	TO REMAIN
18" WATER OAK	TO REMAIN
30" WATER OAK	TO REMAIN
18" PALM	TO REMAIN
32" WATER OAK	TO REMAIN
40" CEDAR CLUSTER	TO REMAIN
12" PECAN	TO REMAIN
18" PECAN	TO REMAIN
12" PECAN	TO REMAIN
12" PECAN	TO REMAIN
STORAGE BUILDING LOT (201 EAST HERITAGE DRIVE)	
20" PINE	3" ASH AT FLC TO SCREEN METAL BUILDING FACADE
32" PALM	TO REMAIN
12" OAK	TO REMAIN



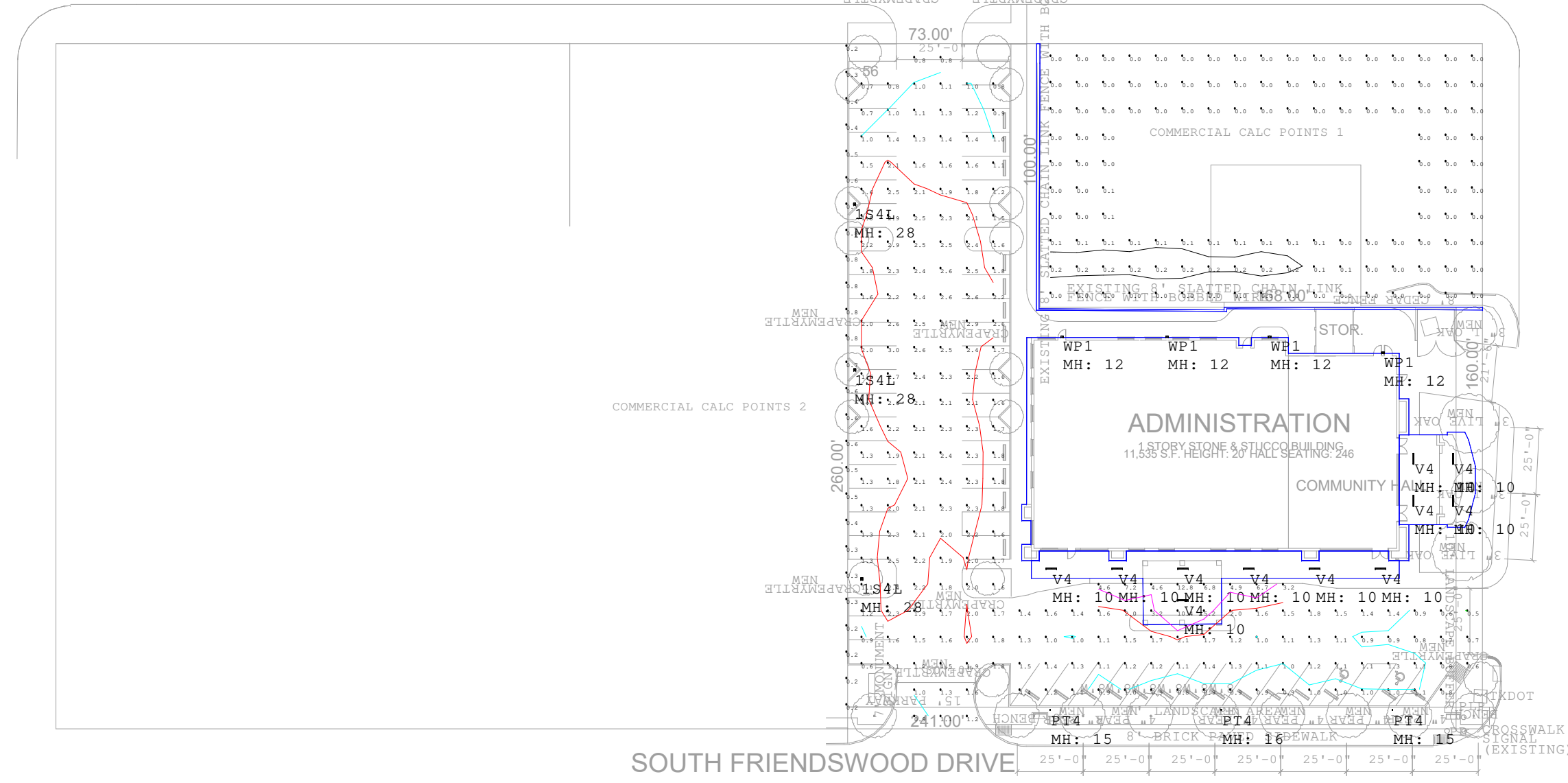
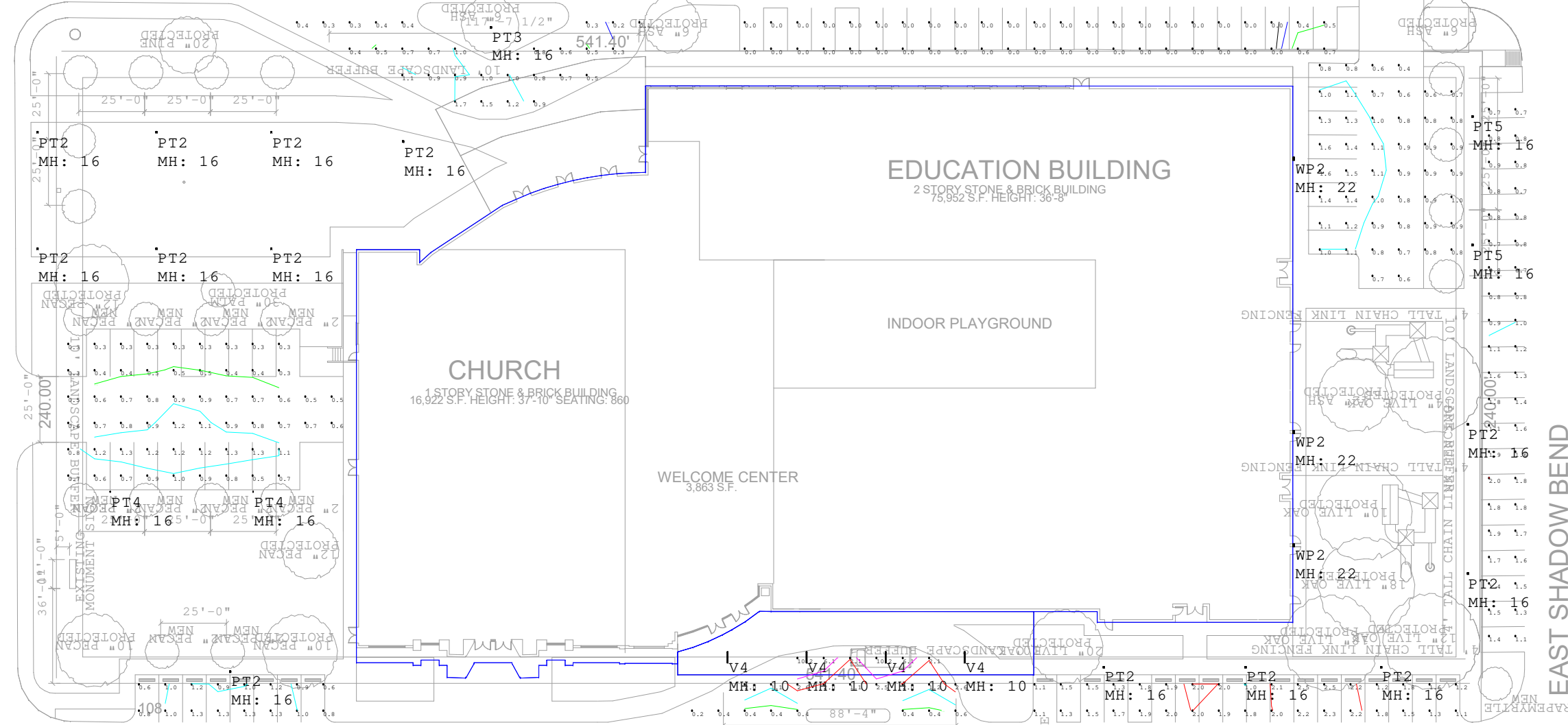
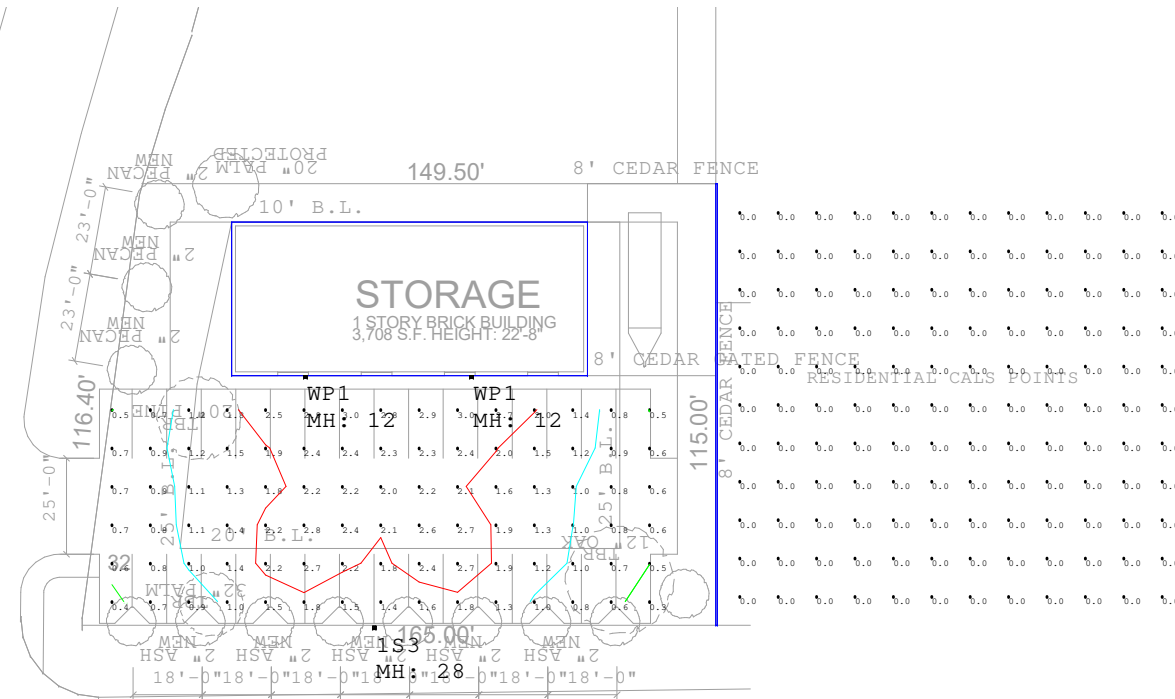
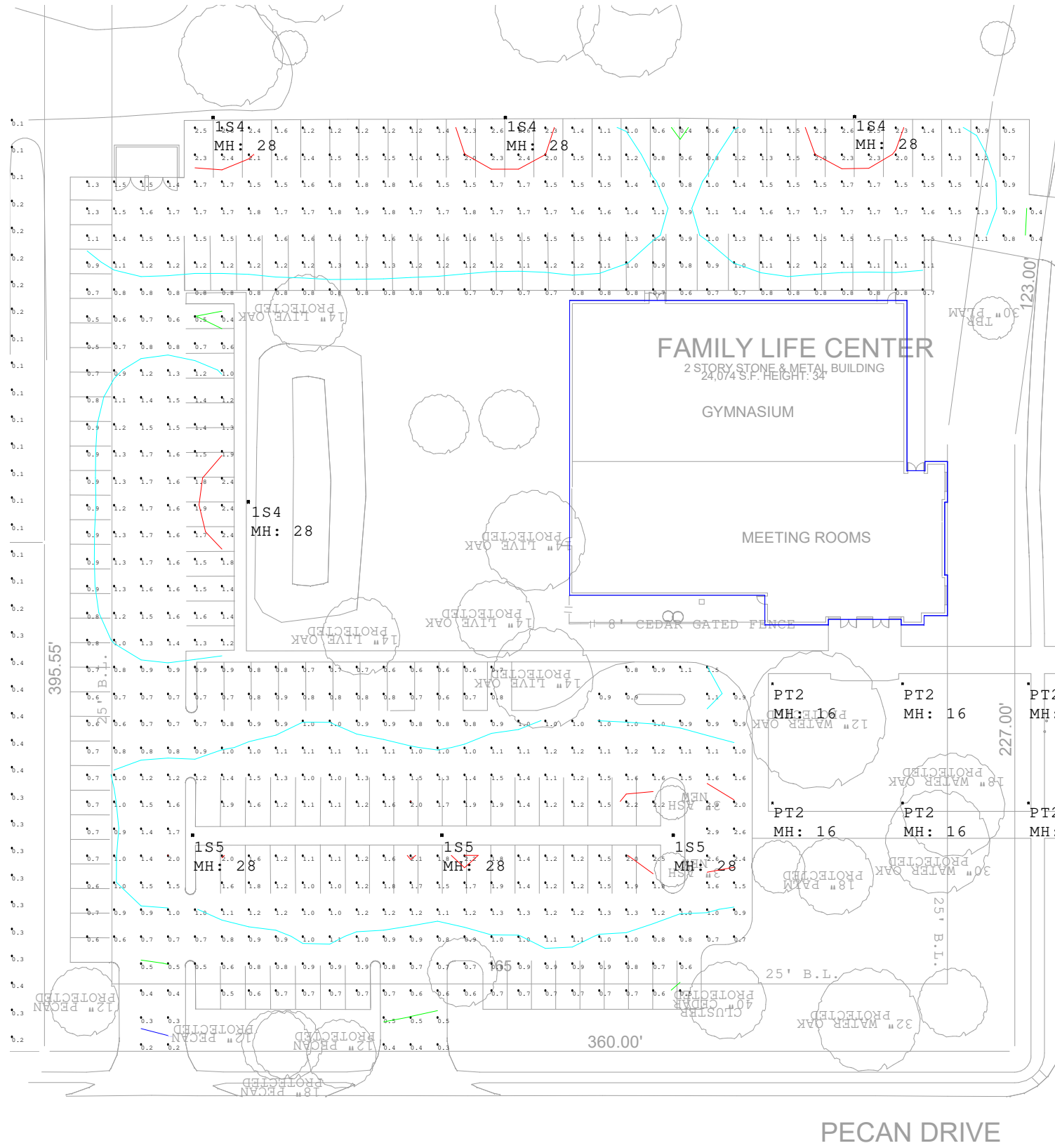
The diagram illustrates the difference between Project North and True North. On the left, a circle labeled 'PROJECT NORTH' has a vertical line passing through its center, with a shaded rectangular area at the top. Above the circle is an 'N' indicating North. On the right, a circle labeled 'TRUE NORTH' has a diagonal line passing through its center, with a shaded rectangular area at the top. Above the circle is an 'N' indicating North.

1104901



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Description
	1	LS3	SINGLE	18931	0.850	LSI # SLM-LED-18L-SIL-3-40-70CRI
	4	LS4	SINGLE	18843	0.850	LSI # SLM-LED-18L-SIL-FT-40-70CRI
	3	LS4L	SINGLE	12044	0.850	LSI # SLM-LED-18L-SIL-FT-40-70CRI-IL
	3	LS5	SINGLE	17562	0.850	LSI # SLM-LED-18L-SIL-5W-40-70CRI
	19	PT2	SINGLE	4246	0.850	STONEBRIDGE # L15-XRLED/12L45T2MDL14
	1	PT3	SINGLE	4185	0.850	STONEBRIDGE # L15-XRLED/12L45T3MDL14
	5	PT4	SINGLE	4166	0.850	STONEBRIDGE # L15-XRLED/12L45T4MDL14
	2	PT5	SINGLE	4386	0.850	STONEBRIDGE # L15-XRLED/12L45T5MDL14
	15	V4	SINGLE	3823	0.850	FORUM # AQD-x4-95LED40-SAT-C X 4'-WH
	6	WP1	SINGLE	3088	0.850	LSI # XWM-2-LED-03L-40
	3	WP2	SINGLE	6025	0.850	LSI # XWM-2-LED-06L-40

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
ADMIN BUILDING PARKING	Illuminance	Fc	1.85	12.8	0.5	3.70	25.60	
CHURCH SMALL LOT	Illuminance	Fc	0.69	1.3	0.3	2.30	4.33	
COMMERCIAL CALC POINTS 1	Illuminance	Fc	0.03	0.2	0.0	N.A.	N.A.	
COMMERCIAL CALC POINTS 2	Illuminance	Fc	0.49	0.8	0.2	2.45	4.00	
COMMERCIAL CALC POINTS 3	Illuminance	Fc	0.22	0.4	0.1	2.20	4.00	
E SHADOW BEND PARKING	Illuminance	Fc	1.22	2.0	0.7	1.74	2.86	
MORNINGSIDE DRIVE PARKING	Illuminance	Fc	0.30	1.7	0.0	N.A.	N.A.	
PECAN DRIVE PARKING	Illuminance	Fc	1.81	10.2	0.2	9.05	51.00	
PLAYGROUND PARKING	Illuminance	Fc	0.95	1.6	0.4	2.38	4.00	
RESIDENTIAL CALC POINTS	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.	
STORAGE PARKING	Illuminance	Fc	1.54	3.0	0.3	5.13	10.00	
WEST CHURCH LOT	Illuminance	Fc	1.21	2.9	0.2	6.05	14.50	



Revisions		
#	Date	Comments

Drawn By: J Shuler	Checked By:	Date: 3/27/2020	Scale: 1" = 50'
--------------------	-------------	-----------------	-----------------

FBC FRIENDSWOOD	SITE CALCS - REV 7
-----------------	--------------------

SUP 3.10



Louisiana Street, Suite 350
Houston, Texas 77002



ISSUES

DATE
1-10-20

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE

SHEET NUMBER

SUP 4.10

ZCA PROJECT #

104901

[illegible]

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE

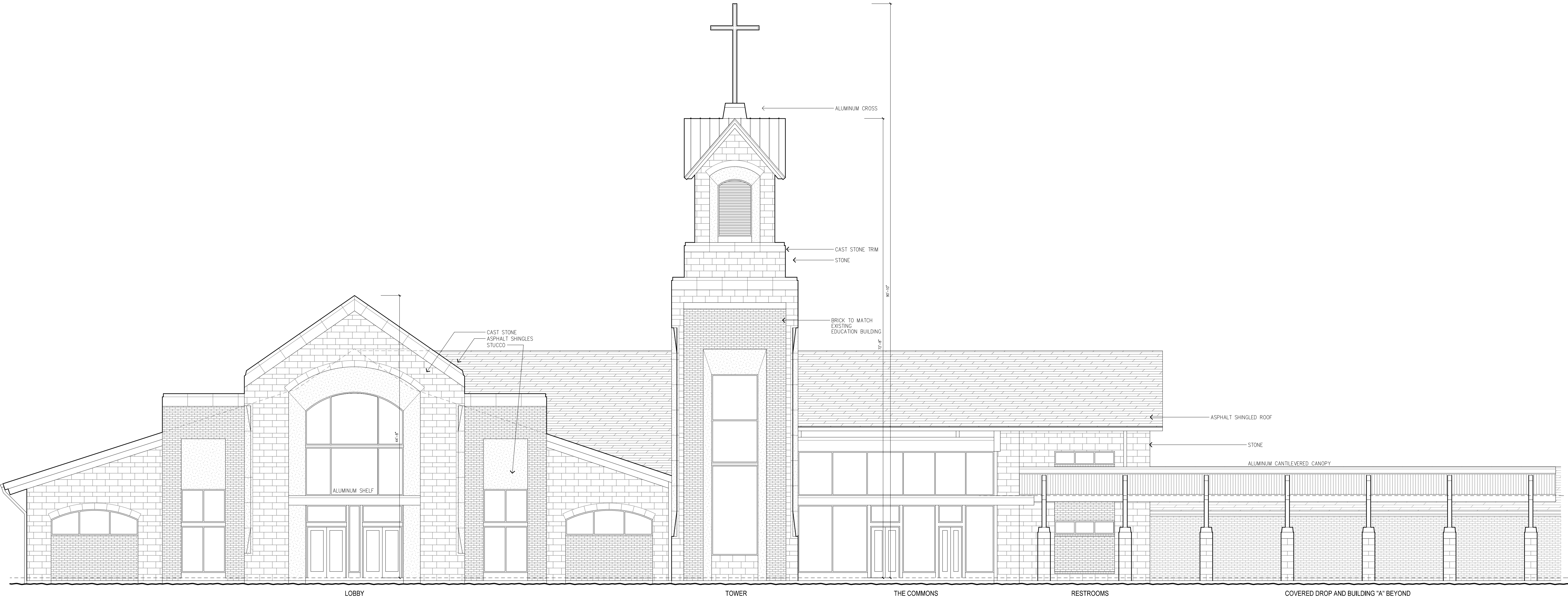
ELEVATIONS

NEW ADMIN BUILDING

SHEET NUMBER

SUP 4.11

PCA PROJECT # 1104907



SOUTH ELEVATION 1
SCALE: 1/8"=1'-0"



700 Louisiana Street, Suite 350
Houston, Texas 77002
713.374.0000
www.zieglercooper.com

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

FIRST BAPTIST CHURCH FRIENDSWOOD

SHEET TITLE
ELEVATIONS
CHURCH ADDITION

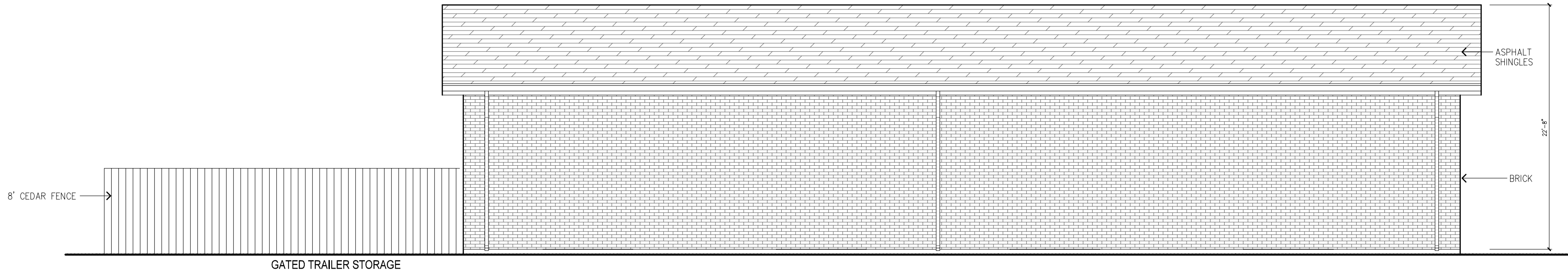
SHEET NUMBER
SUP 4.12
ZCA PROJECT # 1104901

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

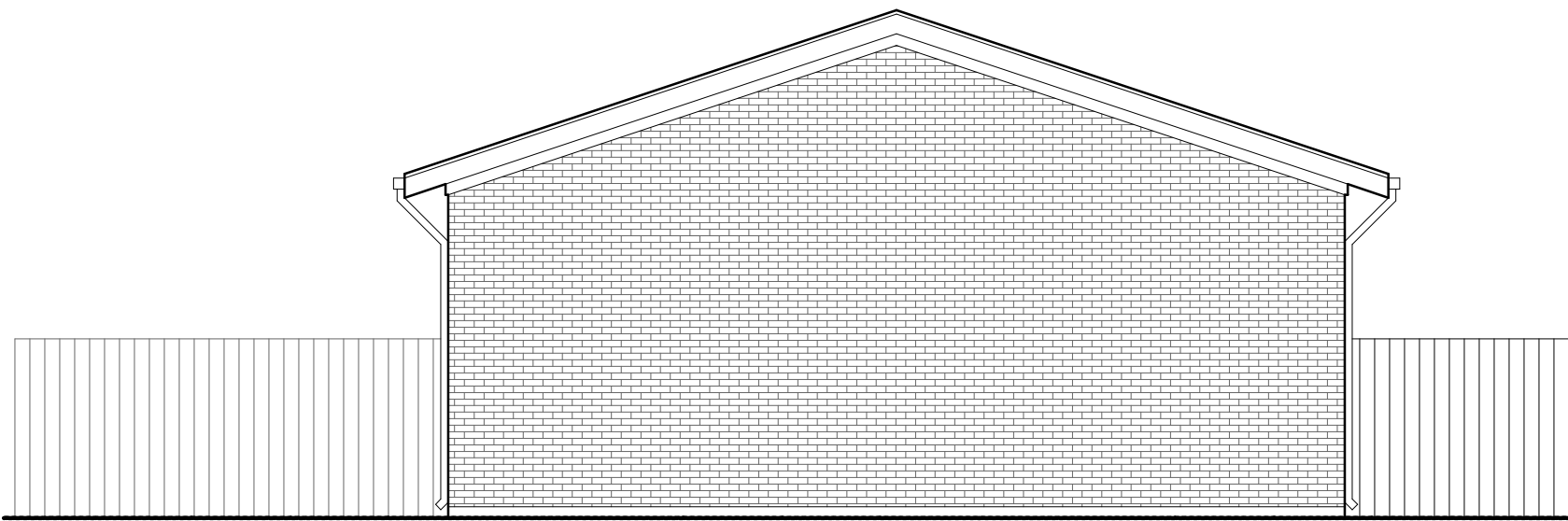
FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
STORAGE BUILDING

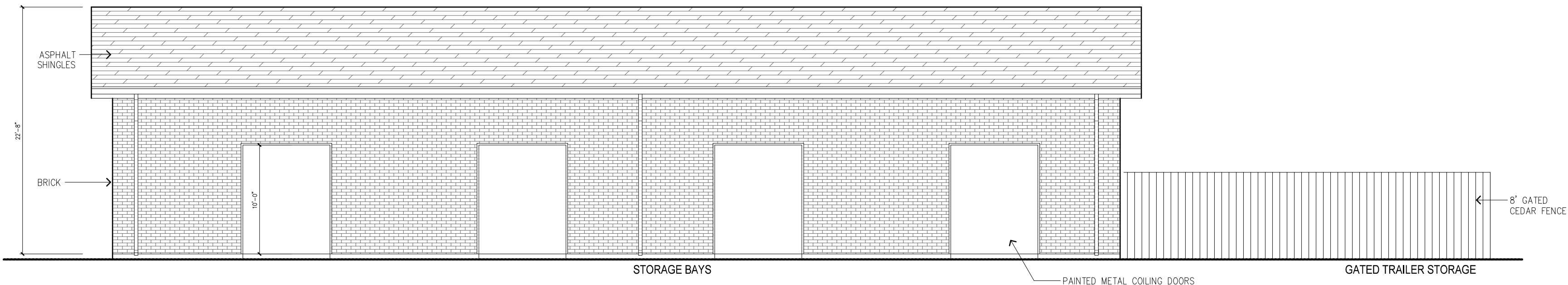
SHEET NUMBER
SUP 4.13
ZCA PROJECT # 1104901



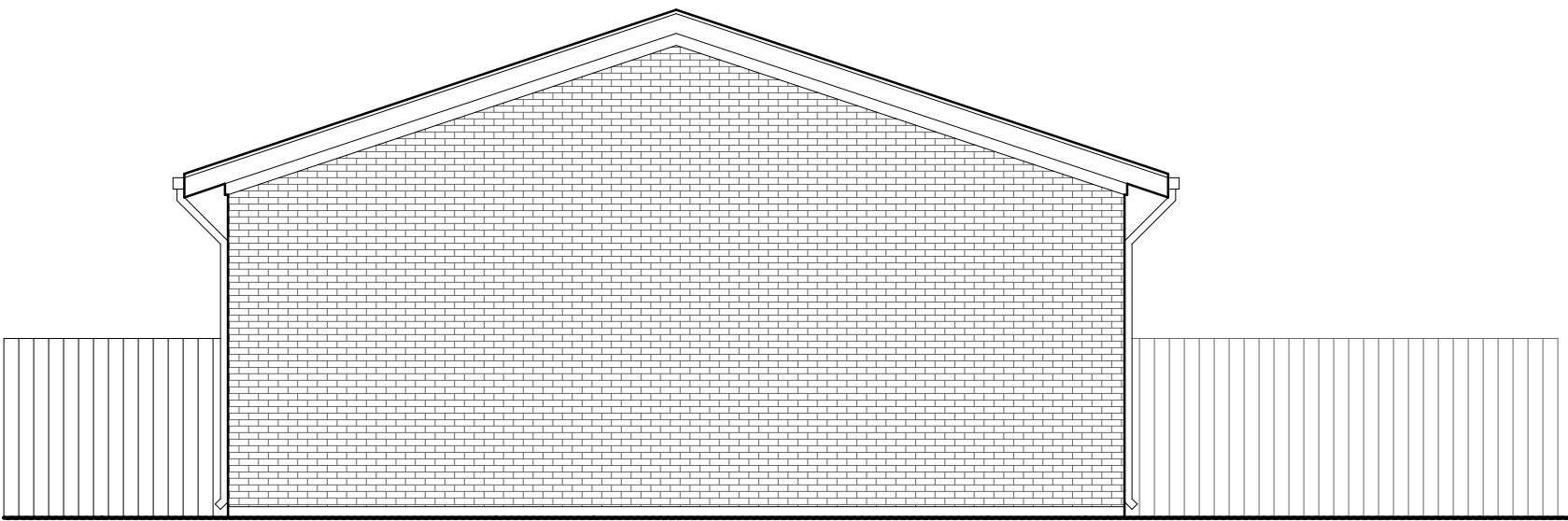
STORAGE BUILDING - SOUTH ELEVATION 2
SCALE: 1"=1/8"



STORAGE BUILDING - WEST ELEVATION 1
SCALE: 1"=1/8"



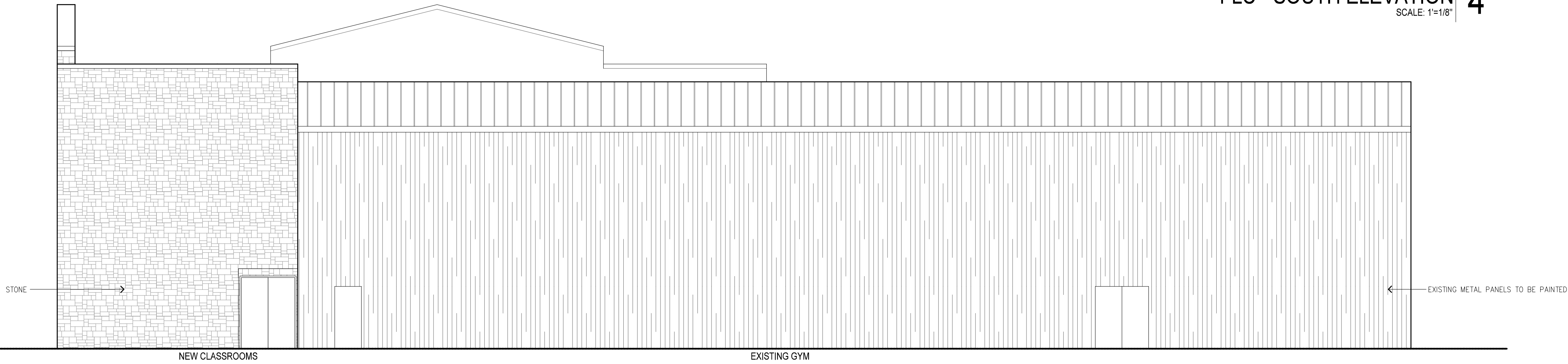
STORAGE BUILDING - SOUTH ELEVATION 2
SCALE: 1"=1/8"



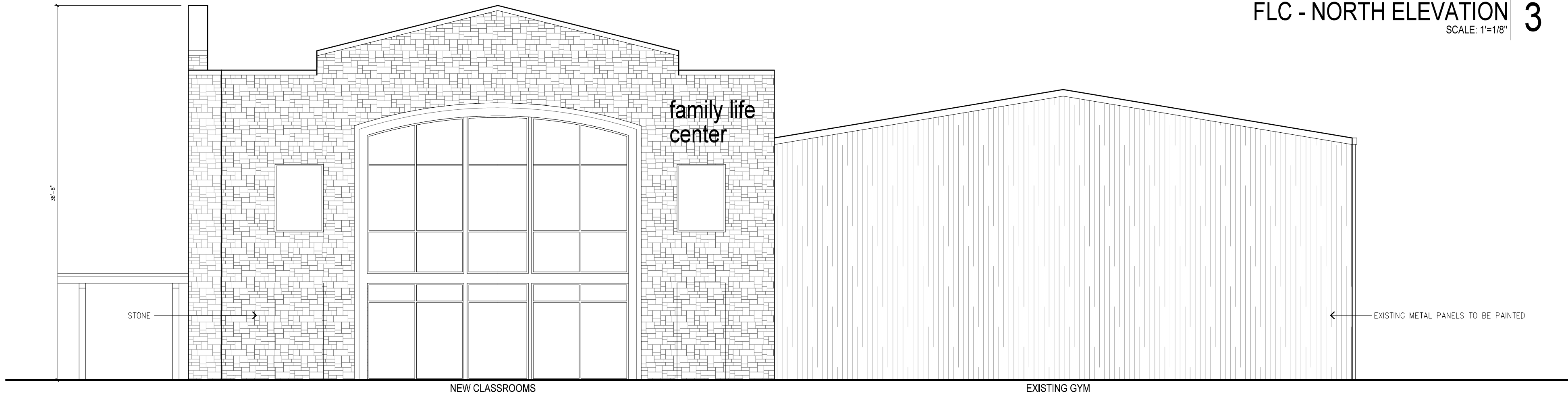
STORAGE BUILDING - WEST ELEVATION 1
SCALE: 1"=1/8"



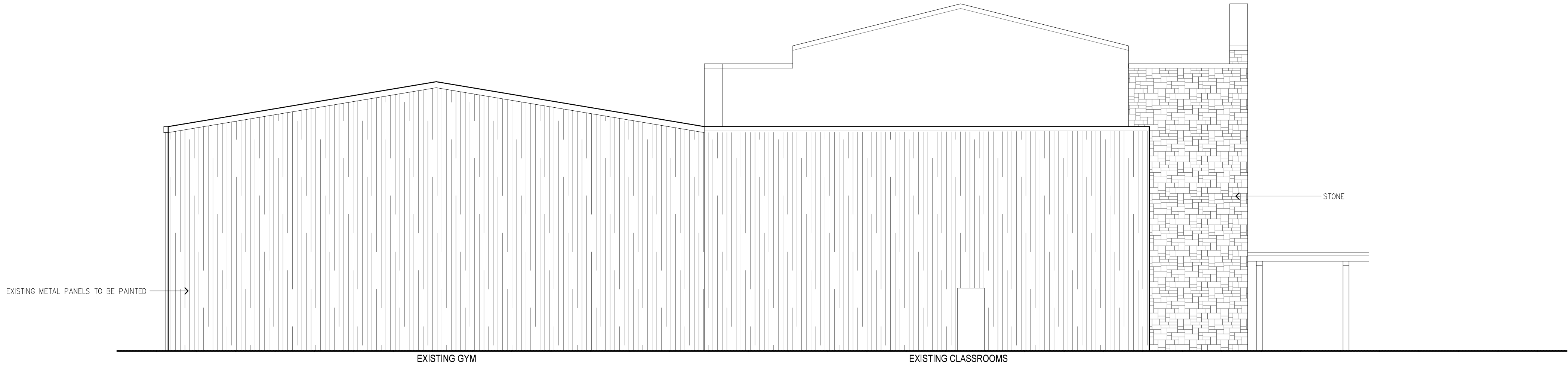
FLC - SOUTH ELEVATION 4
SCALE: 1"=1/8"



FLC - NORTH ELEVATION 3
SCALE: 1"=1/8"



FLC - EAST ELEVATION 2
SCALE: 1"=1/8"



FLC - WEST ELEVATION 1
SCALE: 1"=1/8"

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
FLC ADDITION

SHEET NUMBER

SUP 4.14

ZCA PROJECT # 1104901

Memo

To: Mayor and City Council

From: Joe Matranga, P&Z Chairman

Date: April 24, 2020

Re: **Zone classification change to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way (request in process); and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way (request in process) – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres - Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Dr., .8151 acres – Single Family Residential (SFR), 208 E Heritage Drive. .8913 acres - Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 E Heritage Drive, 2.98 acres - Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center**

At the Planning and Zoning Commission meeting held April 23, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 4 to 2 (Commissioner Guenther was absent; Commissioners Perry and Clark opposed) to approve the zone change request referenced above with the following conditions:

- The maximum height of the ornamental tower, cross and combination of all structures is subject to the maximum building height of 70 feet as specified by the Downtown District zoning regulations
- Alternate landscaping calculations approved as presented in the Landscape Plan

The initial motion to approve the SUP with the requested 90-foot 10-inch height of the building, tower and cross failed 1 to 5. Another motion was introduced limiting the overall height of the structure to 70 feet and allowing the proposed landscaping plan for the combined properties, which passed. In making this decision, the Commissioners considered and discussed at length the building heights that have been allowed for other structures within the Downtown District (DD) and similar structures and uses (churches) throughout the community.

Except for the Downtown District (DD), which has a 70 foot height limit, all other zoning districts are subject to a 40-foot maximum building height with up to a 50-foot exception for communication towers, water towers, ornamental towers, church spires and other specific types of towers, unless otherwise approved by the Planning and Zoning Commission. The Planning and Zoning Commission has from time to time allowed other structures to go beyond the prescribed height limits when there were technical requirements necessitating additional height. The primary rationale for adhering to the Downtown District's (DD) maximum height of 70 feet in this zone change request was that there were no technical reasons requiring an exemption and a strong concern of setting a precedent for future structures in the Downtown District (DD) to build above the maximum allowable height.

The requested Special Use Permit (SUP) included a 20-year master development plan for the listed properties. In part, the two opposing votes to the amended motion were driven by concerns regarding redevelopment and phasing of improvements to the property and building located at 209 S. Friendswood Drive. The current zoning of Downtown District (DD) allows for a variety of mixed uses including restaurants and retail, which would be the highest and best uses for the property since it is located directly on Friendswood Drive. The concern for the phasing was a desire for the current building to be rehabilitated sooner rather than later in order to eliminate an "eyesore" on Friendswood Drive.

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: May 4, 2020

Date submitted: 4/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Hurricane Harvey Update

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

- **HMGP Acquisition Grant** - Since last month, the City continues to close on the thirteen properties remaining in the program. On the June agenda, staff will be presenting a proposal for demolition services associated with the buyouts.
- **TWDB** -Staff recently received word that FEMA has obligated this project and awarded our grant application to acquire four Severe Repetitive Loss Properties along Clear and Cowards Creek. One of the four the four properties in the program has been closed on. Negotiations are reaching a conclusion on another. One property has been disqualified based upon repairs made.
- **CDBG-DR (Harris County)** - As reported last month, conditional approvals have been granted for both the Blackhawk Facility and the Forest Bend flood mitigation project. Staff is working toward the procurement of professional services for architectural, engineering, and environmental activities associated with these projects once Harris County Commissioners Court authorizes us to proceed.
- **CDBG-DR (Galveston County)** - Since last month, the GLO has approved our applications and they've been moved the contracting phase of the program. This includes: (1) our two acquisition projects (Frenchman's Creek and Deepwood); and (2) our infrastructure projects (Deepwood Flood Control and utility line burial underneath Clear Creek).
- **FEMA Disaster Assistance** - Enlisted the assistance of both Congressman Weber's and Olson's office to finalize the Deepwood facility claim. Both offices responded quickly and had followed up with FEMA. Some progress had been made since last month. However, with the rise of COVID-19, staff anticipates delays to finalizing these efforts.

The City did receive notice of additional funds being obligated to cover up to 75% of the local share requirements for the original 90/10 reimbursements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 4/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Coronavirus Disease 2019 (COVID-19) Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As a result of the Coronavirus, staff has implemented and continues to follow our *Continuity of Operations* and *Pandemic Plans*:

- Monitoring the pandemic;
- Adjusting service models;
- Cancelling public gatherings and events;
- Restricting access to certain public facilities (i.e. City Hall, the Library, the Senior Program, various parks, etc.);
- Disinfecting workspaces and vehicles;
- Ramping up communications, both internally and externally, of CDC advisories, and;
- Authorizing telecommuting options for a few non-essential staff.

A Public Health Event Declaration has been made in accordance with the *Pandemic Plan*.

The City is in talks with Galveston County officials of broadening local testing options.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 2/26/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual report from the 4th of July Steering Committee

Originating Department: Parks and Recreation

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

4th of July Steering Committee Report

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2020 Annual Report to Council

2020 Friendswood Fourth of July Celebration

Good evening Mayor and Councilmembers. It is my pleasure to represent the Fourth of July Steering Committee.

On Saturday July 4, 2020, the Committee and the City of Friendswood proudly present the 125th Annual Fourth of July Celebration. The year's theme is:

"Past, Present and Future"

The day begins at 10 a.m. with our Grand Parade. It features more than 100 entries from Friendswood and around the State. This year we will be honoring as our Parade Grand Marshals NASA Astronauts-Drew Morgan, Nick Hague, and Luca Parmitano, all of whom are Friendswood Residents and have recently spent time on the international space station all while representing Friendswood.

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

The evening program at Centennial Park begins this year at 6:30p.m.; there will be a free shuttle service to the park from Friendswood High School and Friendswood United Methodist Church.

This year we have an opening act, "Nick and the Groove" and our headline act for our event entertainment will be "The Party Crashers". Following the entertainment will be a fantastic fireworks extravaganza, choreographed to patriotic music in traditional Friendswood style.

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

281-996-3220

We would like to thank the Parks and Recreation Department:

Director-James Toney

Michael Boyett

Kimberly Ramirez

Heather Whitty

Catherine Wood
Meg Donelson
Gary Williams and his park staff

I would also like to thank this year's 2020 Committee Members:

Chair Tommy McDonald

Anthony Scarpa

Stacy Scarpa

Michelle Bjacek

Stephanie Karacostas

Darrell Fales

Rufino Ramirez

Terri Corbett

Kathy Molinaro

Terry McKee

Renae Rives

Nancy Sims

Larry Sims

In addition, I am Barbara Blanchard Committee vice Chair.

Thank you for your time.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 4/8/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2020-13: A resolution of the City of Friendswood, Texas, finding that Texas-New Mexico Power company's application for a distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

Originating Department: City Attorney

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On April 6, 2020, TNMP filed an application with the Public Utility Commission for a Distribution Cost Recovery Factor with each of the cities retaining original jurisdiction. In the filing, TNMP sought to increase distribution rates by \$14.7 million annually. This would result in an approximate increase of \$2.79 to the average residential customer's bill each month.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This Resolution denies TNMP's application to increase its distribution rates, authorizes the City to join with TNMP Cities to evaluate the filing, determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement to pursue.

RECOMMENDATIONS

To approve this Resolution.

ATTACHMENTS

1. R2020-13 Denial Resolution TNMP DCRF

RESOLUTION NO. R2020-13

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS FINDING THAT TEXAS-NEW MEXICO POWER COMPANY’S APPLICATION FOR A DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH TNMP CITIES; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

* * * * *

WHEREAS, the City of Friendswood, Texas (“City”) is an electric utility customer of Texas-New Mexico Power Company (“TNMP” or “Company”), and a regulatory authority with an interest in the rates and charges of TNMP; and

WHEREAS, the Cities Served by Texas-New Mexico Power Company (“TNMP Cities”) is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP’s service area in matters before the Public Utility Commission (“Commission”) and the courts; and

WHEREAS, on or about April 6, 2020, TNMP filed with the Commission an Application for Approval of a Distribution Cost Recovery Factor (“DCRF”), Commission Docket No. 50731, seeking to increase distribution rates by \$14.7 million annually (an approximately \$2.79 increase to the average residential customer’s bill from the rates approved in the Company’s most recent rate case); and

WHEREAS, the City of Friendswood, Texas will cooperate with TNMP Cities in coordinating their review of TNMP's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if TNMP's Application is granted; and

WHEREAS, working with the TNMP Cities to review the rates charged by TNMP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, TNMP Cities' members and attorneys recommend that members deny TNMP's DCRF.

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

Section 1. That the City is authorized to participate with TNMP Cities in Commission Docket No. 50731.

Section 2. That, subject to the right to terminate employment at any time, the City of Friendswood, Texas hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal TNMP's DCRF application.

Section 3. That the rates proposed by TNMP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by TNMP within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to TNMP thereafter.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Scott Seamster, Associate General Counsel, Texas-New Mexico Power Company, 577 N. Garden Ridge Blvd., Lewisville, Texas 75067, and to Chris Brewster, General Counsel to TNMP Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or cbrewster@lglawfirm.com.

PASSED AND APPROVED this 4th day of May, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

APPROVED AS TO FORM:

Mary Kay Fischer, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 3/9/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-13: Second and Final reading of an ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.

Originating Department: City Attorney

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The last electric franchise expired in 2014 and Centerpoint Energy has continued to pay the City a sum of 2% of gross receipts for each year excluding receipts for street lighting. This Ordinance continues to grant Centerpoint Energy a non-exclusive right to erect, maintain, operate and remove electric lines and pertinent facilities over, under, across and along the streets and other public property in the City for a 30 year period. This franchise allows Centerpoint Energy to provide electric service within the City of Friendswood and adjacent areas and transporting electric energy to, from and beyond the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this Ordinance is adopted, the annual payment from Centerpoint Energy to the City will change from the current annual payment of \$132,083 to \$139,238. The annual payment shall never get less than the \$139,238, and is calculated using an equation multiplying \$139,238.78 by the Annual Adjustment Factor, which is a fraction, with the numerator being the kilowatt hours (k Wh) delivered by Centerpoint Energy within the City, inclusive of street lighting, in the previous calendar year and the denominator being the 89,685,949 k Wh which the amount delivered in 2018. The annual amount may increase, based on the amount of k Wh delivered within the City each year.

RECOMMENDATIONS

Recommend adoption of this Ordinance for an electric franchise with CenterPoint Energy.

ATTACHMENTS

1. Ord 2020-13 Friendswood Electric

ORDINANCE NO. 2020-13

AN ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS, GRANTING AN ELECTRICAL FRANCHISE TO CENTERPOINT ENERGY PURSUANT TO TEXAS UTILITIES CODE §§ 33.008, 181.042, AND 181.043; STATING A PURPOSE; PROVIDING FOR A TERM OF 30 YEARS; PROVIDING FOR THE LOCATION OF FACILITIES; PROVIDING FOR REPAIR OF EXCAVATIONS AND OBSTRUCTIONS; PROVIDING FOR INDEMNITY TO THE CITY OF FRIENDSWOOD PROVIDING FOR STREET RENTAL; REPEALING THE FORMER FRANCHISE, WHICH IS ORDINANCE NO. 84-16A OF THE CITY OF FRIENDSWOOD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

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

Section 1. Parties. The City of Friendswood, Texas, herein called the City, a municipal corporation created under Title 28 of the Texas Revised Civil Statutes, hereby grants the nonexclusive right, privilege, and franchise herein stated to CenterPoint Energy, a corporation, its successors and assigns, herein called Grantee or Company.

Section 2. Power to Grant Franchise. Pursuant to the Home Rule Charter of the City of Friendswood, Texas, Sec. 9.02, the City Council shall have the power by ordinance to grant, renew, extend and amend all franchises of all public utilities of every character operating within the City. No franchises shall be for an indeterminate period, and no franchise shall be granted for a term of more than 30 years from the date of grant, renewal or extension.

Section 3. Grant not to be Exclusive. Pursuant to the Home Rule Charter of the City of Friendswood, Texas, Sec. 9.04, no grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of any such grant shall be exclusive.

Section 4. Right to Regulate. To the extent permitted by state law and pursuant to Home Rule Charter of the City of Friendswood, Texas, Sec. 9.07, “All grants, renewals, extensions or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City: (a) to repeal the same by ordinance at any time for failure to

begin construction or operation within the time prescribed or otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing; (b) to require an adequate extension of plant and service as is necessary to provide adequate service to the public, and maintenance of the plant and fixtures at the highest reasonable standard of efficiency; (c) to establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates; (d) to prescribe the form of accounts kept by each utility franchise; (e) to impose reasonable regulations to insure safe, efficient and continuous service to the public. The franchise holder in opening and refilling of all earth openings shall relay the pavement and to all other work necessary to complete restoration of streets, sidewalks or grounds to a condition equally as good or better as when disturbed.”

Section 5. Nature of Grant. The City, acting pursuant to Texas Utilities Code Sections 33.008 and 181.043, hereby grants to Grantee a nonexclusive right, privilege, and franchise to use the City’s Public Rights-of-Way to construct, maintain, remove, and operate transmission and distribution lines and pertinent facilities over, under, across, upon, and along the streets, alleys, and other public property in the City for the purpose of conducting an electric delivery business and to use its facilities for any other business purpose as the Grantee may desire from time to time.

Section 6. Purpose. This franchise is granted for the purpose of providing electric service within the City and adjacent areas and transporting electric energy to, from, and beyond the City.

Section 7. Term. This franchise shall exist for the term of 30 years from date of passage.

Section 8. Location of Facilities. All poles erected by Grantee pursuant to the authority herein granted shall be of sound material and reasonably straight and shall not be set in any gutter or drain or drainage ditch. Grantee’s poles and other facilities shall be placed and erected in such a manner as not to interfere with traffic, and the location, relocation, construction, and manner of erection of such poles and facilities shall at all times be subject to the reasonable and lawful exercise of the police power of the City. No paving cuts of City property shall be made by Grantee without first obtaining the permission of the City or the City official to whom this responsibility is delegated. However, such paving cuts on City property may be made in order to make emergency repairs to Grantee’s lines or equipment provided that Grantee notify the City official of such paving cuts as promptly as possible after beginning the work but not later than the

close of business on the next business day after the repairs are made. Grantee, whenever ordered to do so by the governing body of the City, shall at its own expense, relocate, alter or remove its facilities placed or maintained by Grantee under this franchise when the relocation, altering or removal thereof may be reasonably necessary in the reconstruction or construction of any public work project undertaken or directed by the City. The City acknowledges that any modifications to the Grantee's facilities may affect the safety and reliability of electric transmission and delivery within the City and the City hereby agrees to consult with Grantee on any such rearrangement, relocation, alteration or removal before ordering Grantee to do so. Notwithstanding the foregoing, Grantee shall not be responsible for relocation costs:

a. whereby City application, specific monies can be and are obtained from federal and state sources for relocation costs, provided that no City matching funds would be required, the scope of the City project would not be diminished, and the City would not be required to spend additional monies;

b. the facilities to be moved were originally installed at the City's request (*i.e.*, streetlights);

c. if the specific excavation, construction or relocation is done to accommodate the actions or plans of private individuals or entities, then such private individuals or entities shall be responsible for the relocation costs, provided that in no event shall the City be liable for such relocation costs; or

d. state or federal law requires the City to pay for such relocation.

Section 9. **Permits.** The Franchise shall constitute a permit to perform all work on Grantee's System within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of-Way when necessary for the installation, removal, operation or maintenance of Grantee's System. Grantee and contractors performing work for Grantee shall not be required to obtain any permits in addition to the Franchise or to pay any fee in addition to the Annual Franchise Fee in order to perform work on Grantee's System or to park within the Streets and other Public Rights-of-Way. Grantee shall give City reasonable notice of the dates, location and nature of any excavation work and shall cooperate with City to avoid unnecessary disruption, and Grantee shall comply with all valid City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. Except as provided in Section 15, the Annual Franchise Fee payable hereunder shall be the total compensation payable by Grantee to City for Grantee's use of the Public Rights-of-Way for the conduct of its business under the Franchise. City shall not charge

any additional license, charge, fee, street or alley rental, or other character of charge or levy for the use or occupancy of the Public Rights-of-Way in City, or any pole tax or inspection fee tax. If City does charge Grantee any additional license, charge, fee, street or alley rental, or other character of charge or levy, then Grantee may deduct the amount charged from the next succeeding franchise payment or payments until fully reimbursed.

Following completion of work in the Public Rights-of-Way, Grantee shall repair the affected Public Rights-of-Way as soon as reasonably possible, but in all cases, no street, alley, highway or public place shall be encumbered for a longer period than shall be reasonably necessary to execute the work.

Section 10. Quality of Service. The service furnished hereunder to City and its inhabitants shall be, considering all circumstances, consistent with the Tariff issued to CenterPoint Energy by the Public Utility Commission of Texas as well as applicable state and federal regulations. Grantee will maintain its facilities in reasonable operating condition in accordance with the foregoing Tariff and applicable state and federal regulations during the continuance of this Franchise. Should Grantee fail or refuse to maintain its facilities in reasonable operating condition in accordance with the Tariff and applicable state and federal regulations during the life of this Franchise, then it shall forfeit and pay to City the sum of Twenty Five Dollars (\$25) for each day it shall so fail or refuse after reasonable notice thereof and a hearing thereon by City. Any suit to recover such penalty shall be filed within one year from the date the penalty accrues.

Section 11. Excavations and Obstructions. Any and all excavations and obstructions in and upon the streets, alleys and other public places in the City caused by Grantee's operations under this Ordinance shall be repaired and removed by Grantee as quickly as is reasonably possible, under the circumstances. City agrees to give Grantee 72 hours' notice when City or City's contractors request the bracing of Grantees poles.

Section 12. **INDEMNITY.** **GRANTEE SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE CITY FROM ANY AND ALL DAMAGE, LOSS, ACTION OR LOSS, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART FROM GRANTEE'S EXERCISE OF ANY OF ITS RIGHTS, PRIVILEGES, FRANCHISES AND OBLIGATIONS HEREUNDER, EXCEPT TO THE EXTENT ARISING OUT OF THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH GRANTEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, TO THE EXTENT ALLOWED BY**

LAW, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS UNDERSTOOD THAT IT IS NOT THE INTENTION OF THE PARTIES HERETO TO CREATE LIABILITY FOR THE BENEFIT OF THIRD PARTIES, BUT THAT THIS SECTION SHALL BE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND SHALL NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.

Section 13. Street Rents.

a. In consideration for the rights and privileges herein granted, Grantee agrees to pay to City, an annual franchise fee (referred to herein as “Annual Franchise Fee”), subject to an Annual Adjustment Factor as set forth below. Payment of the Annual Franchise Fee shall be the total compensation payable to City in consideration for the right, privilege and franchise herein conferred for Grantee’s use of the Public Rights-of-Way to construct, operate, use and maintain its facilities for the provision of electric transmission and distribution service and its right to use, license, or exploit its facilities as permitted, herein.

The Annual Franchise Fee shall be calculated as follows:

1. The “Annual Franchise Fee” shall be one hundred forty-four thousand one hundred seven Dollars and three cents (\$144,107.03).
2. The Annual Franchise Fee for each twelve-month period beginning July 1, 2021 (each a “Franchise Year”) shall be adjusted by multiplying \$144,107.03 by the Annual Adjustment Factor. The “Annual Adjustment Factor” for any given year shall be a fraction, the numerator of which shall be the kWh delivered by Grantee within the City (inclusive of street lighting) in the previous calendar year and the denominator of which shall be the kWh delivered by Grantee within the City (inclusive of street lighting) in 2019, said amount being 88,764,339 kWh. (Example: The Annual Franchise Fee for the Franchise Year beginning July 1, 2021 = \$144,107.03) x 2020 kWh /88,764,339 kWh).

In no case, however, shall the Annual Franchise Fee be less than the Annual Franchise Fee established in 1. above.

b. In calculating the amount to be paid each year, Grantee shall offset its Annual Franchise Fee payments with the amount of the Municipal Account Franchise Credits and

Municipal Franchise Fee Credits provided in Grantee's tariffs and applicable to City in the prior calendar year.

c. The Annual Franchise Fee shall be payable in equal monthly installments due the first day of each calendar month. Grantee shall calculate the new franchise fee to be payable for each Franchise Year beginning July 1, 2021 and shall provide the same along with the basis for such calculation to City for its review no later than April 1st of each year. If Grantee does not receive an objection from City by May 31st, Grantee shall implement the adjusted Annual Franchise Fee payment on July 1st. If the term of this Franchise provided for in Section 7, above, ends on any day other than the last day of the last Franchise Year, then the Annual Franchise Fee for the final Franchise Year shall first be calculated pursuant to this Section 13 and then prorated accordingly. Grantee shall begin paying the Annual Franchise Fee on the later of (a) the expiration of the prior franchise or (b) the first day of the month that is three (3) months prior to the Effective Date (the later of (a) or (b) being the "Payment Start Date"). (Example: If the Effective Date is July 15th, the Payment Start Date would be the later of (a) the expiration of the prior franchise or (b) the preceding April 1st.) If the Payment Start Date is any day other than July 1st, then the Annual Franchise Fee for the period between the Payment Start Date and the following July 1st shall first be calculated pursuant to this Section 13 and then prorated accordingly and net of any amounts previously paid for such period.

d. The Franchise Fee payable hereunder shall be the total compensation payable by the Grantee to the City for Grantee's use of the Public Rights-of-Way for the conduct of its business under this franchise. City shall not charge any additional license, charge, fee, street or alley rental, permit fee or other character of charge or levy for the use or occupancy of the Public Rights-of-Way in City, or any pole tax or inspection fee tax. If the City does charge Grantee any additional license, charge, fee, street or alley rental, or other character of charge or levy, then Grantee may deduct the amount charged from the next succeeding Franchise Fee payment or payments until fully reimbursed.

e. If, as the result of a final and non-appealable order issued by the PUCT, all or a portion of the then-effective Annual Franchise Fee is expressly found to be unreasonable or is otherwise expressly rejected or disallowed by the PUCT, then Grantee shall be permitted to reduce the Annual Franchise Fee by such amount; provided, however, that Grantee shall be obligated to support the reasonableness of the Annual Franchise Fee and shall not voluntarily agree to any reduction thereof.

f. The parties agree to meet to discuss adjustments to franchise fee either upon the request of one of the parties or on a periodic basis as the parties may agree. The franchise fee shall be adjusted provided that (a) the parties agree to a reasonable increase in the fee; (b) Grantee obtains all necessary and final approvals for the recovery of any proposed increase of the franchise fee; and (c) the increased fee or its recovery is not otherwise prohibited or disallowed by a regulatory body or court having jurisdiction.

Section 14. Records and Reports.

a. Franchise Data. Grantee shall keep complete and accurate records of its business and operations under and in connection with this Franchise. All such data shall be kept within Grantee's computer and data systems at Grantee's appropriate business locations.

b. Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all records related to Grantee's operations under this Franchise and belonging to Grantee shall, to the extent permitted by law, be made available for inspection and copying no later than thirty (30) days from receipt of such request unless the parties mutually agree to a different time frame. Nothing herein obligates Grantee to disclose third-party confidential or proprietary information. Amounts due to City for past underpayments or amounts due Grantee for past overpayments shall include interest calculated using the annual interest rates for overcharges as set by the Texas Public Utility Commission. Said interest shall be payable on such sum from the date the initial payment was due until it is paid.

Section 15. City Use of Grantee Facilities. In addition to the considerations set forth in Section 13, Grantee shall furnish, free of charge, subject to the use of City, such pole and/or duct space as may be required from time to time for the installation of City-owned traffic, police and fire alarm system conductors; provided such conductor space does not exceed the available capacity on any one existing pole or in one existing interior duct. Grantee shall allow for the expanded use of existing energized conductors by City for the purposes of providing traffic signal communication interconnectivity with prior written approval from Grantee. The specific location for these traffic, police and fire alarm conductors on Grantee poles or ducts shall be determined by Grantee and shall be allotted at the time specific applications for space are received from City. All City traffic, police and fire alarm circuits on Grantee poles and ducts shall be designed and installed, operated and maintained in compliance with the applicable provisions of the NESC and other laws, statutes, codes and ordinances applicable to private parties and so as to create no interference, corrosion, harm, damage or hazard with, to or from Grantee's System or Grantee's business. All plans for such city traffic, police and fire alarm circuits must be submitted for Grantee's written approval prior to installation. Any modifications to Grantee's System necessary to accommodate such installation shall be paid by City. If, after installation, City's equipment is found to interfere with Grantee's System or business, Grantee and City shall work together to address the problem and, if deemed practical by Grantee, preserve City's access. Where main

underground duct lines are located between manholes, Grantee shall permit free of charge the installation in one interior duct by City of its traffic, police or fire alarm signal cables; provided space is available in an interior duct not suitable for power circuits without interference with Grantee's system neutral conductors. All cables installed by City in Grantee ducts shall be of the non-metallic sheath type to prevent corrosive or electrolytic action between City and Grantee owned cables. A request for duct assignment shall in each instance be submitted to Grantee and a sketch showing duct allocation shall be received from Grantee prior to the installation of City cables in Grantee-owned duct lines. All City-owned conductors and cables, whether on poles or in duct lines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of Grantee's System or Grantee's business. If after installation, City's equipment is found to interfere with Grantee's System or business, Grantee and City shall work together to address the problem and, if deemed practical by Grantee, preserve City's access.

In addition to the consideration set forth in Section 13, Grantee shall permit City to use, free of charge, extra space on its street light poles to install City-owned traffic control signs and decorative banners, with prior written approval from Grantee and provided that such use is consistent with the NESC and other applicable engineering and operational codes and standards.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS FRANCHISE, IT IS FURTHER AGREED THAT GRANTEE SHALL NOT BE RESPONSIBLE TO ANY PARTY OR PARTIES WHATSOEVER FOR ANY CLAIMS, DEMANDS, LOSSES, SUITS, JUDGMENTS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY BY REASON OF THE CONSTRUCTION, MAINTENANCE, INSPECTION OR USE OF THE TRAFFIC SIGNAL LIGHT SYSTEMS, POLICE AND FIRE ALARM SYSTEMS, TRAFFIC CONTROL SIGNS, OR DECORATIVE BANNERS BELONGING TO CITY AND CONSTRUCTED UPON GRANTEE'S POLES OR STREET LIGHT POLES OR IN ITS DUCTS, AND CITY SHALL INDEMNIFY AND HOLD GRANTEE HARMLESS AGAINST ALL SUCH CLAIMS, LOSSES, DEMANDS, SUITS AND JUDGMENTS, TO THE EXTENT PERMITTED BY LAW, BUT CITY DOES NOT, BY THIS AGREEMENT, ADMIT PRIMARY LIABILITY TO ANY THIRD PARTY BY REASON OF CITY'S OPERATION AND USE OF SUCH TRAFFIC SIGNAL LIGHT SYSTEMS, POLICE AND FIRE ALARM SYSTEMS, TRAFFIC CONTROL SIGNS, OR DECORATIVE BANNERS, SUCH BEING A FUNCTION OF GOVERNMENT.

Section 16. Reservation of Powers. In granting this Franchise, the City does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and valid Ordinances of the City of Friendswood or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Grantee.

Section 17. Notice to Parties. Any notice or communication required or desired to be served upon the City or Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Any such communication to the Company shall be sent to:

General Counsel
CenterPoint Energy
P.O. Box 61867
Houston, TX 77208-1867

Any such communication to the City or the City Council shall be sent to:

City Manager
910 South Friendswood Drive
Friendswood, Texas 775546

Section 18. Prior Franchise Repealed. This franchise ordinance, upon acceptance by the Grantee, shall replace and supersede that certain Electric Franchise Ordinance No. 84-16A heretofore granted by the City to the Grantee, and its successors adopted on August 20, 1984.

Section 19. Severability Clause. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be illegal, inoperative, unconstitutional, invalid, or ineffective.

Section 20. Open Meetings Clause. That the City Council has found and determined that the meeting at which this Ordinance is considered is 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 21. Publication, Passage and Effective date. Pursuant to Home Rule Charter of the City of Friendswood, Texas, Sec. 9.03, this Ordinance shall be read at two (2) regular meetings of the City Council. Within seven (7) days following the first reading of this Ordinance, the full text of this Ordinance shall be published one (1) time in the official newspaper of the City, and the expense of such publication shall be borne by the Company. This Ordinance shall take effect and

be in force from and after its passage and approval, and upon acceptance by the Company, the term of this franchise shall begin and continue in accordance with Section 7.

Section 22. Compliance with Charter and Ordinances. This Franchise, the rights granted hereby and the operations and activities performed by Grantee pursuant hereto shall be subject to applicable provisions of the Charter of the City of Friendswood, Texas. The Franchise and rights granted hereby and the operations and activities performed by Grantee pursuant hereto shall be subject to all existing valid ordinances and regulations of the City currently in effect as of the Effective Date of this Franchise Agreement insofar as such ordinances and regulation (a) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to Grantee hereby, (b) do not conflict with or are not inconsistent with the terms and provisions contained in this Ordinance, (c) do not prevent or interfere with Grantee's federal and state regulatory obligations or (d) do not unreasonably regulate the Grantee's operations and activities in the City Right-of-Way. If Grantee believes a future Ordinance unreasonably regulates its operations and activities in the City Right-of-Way, City and Grantee shall meet and reach a mutually agreeable solution prior to its application to the Grantee. All such conflicting or inconsistent ordinances are hereby deemed inapplicable to Grantee to the extent of such conflict or inconsistency.

Section 23. Acceptance by Grantee. The Grantee shall, within thirty (30) days from the date of this Ordinance is passed and approved, file with the City Secretary, a written statement signed in its name and behalf, in the following form:

To the City of Friendswood, Texas:

"The Grantee for itself, its successors and assigns, hereby accepts the above and foregoing Ordinance and agrees to be bound by all of its terms and provisions."

CenterPoint Energy

By: _____

Dated the ____ day of _____, 2020.

Section 24. Adoption. Passed and adopted with all necessary procedural formalities by the City Council of the City of Friendswood, Texas, at a regular meeting held at the regular place, at which meeting a quorum was present throughout. This Ordinance shall take effect and be in

force from and after its passage and approval, and upon acceptance by the Grantee, the term of this franchise shall begin and continue in accordance with Section 7 hereof.

PASSED AND APPROVED on first reading the 6th day of April, 2020.

PASSED AND APPROVED on second and final reading the 4th day of May, 2020.

Mike Foreman, Mayor

ATTEST:

Melinda Welsh, City Secretary, TRMC

APPROVED AS TO FORM:

Mary Kay Fischer, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 3/31/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-19: Second and Final reading of an ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as E. Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

First Baptist Church Friendswood owns all four of the tracts abutting the subject property and is requesting that this portion of right-of-way be vacated. Currently, the right-of-way is unimproved (see attached photo), and is a dead end with no potential for extension due to the proximity to the creek. All of the no objection letters from the utility companies clearly portray that there is no intent to improve or extend utilities to this area.

The church is in the process of making long-term plans to improve their campus. Currently, this portion of property would remain as green space.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allowing the church to take ownership of the property would allow them to maintain the property.

No objection letters were provided by the following entities - City of Friendswood, Galveston County Consolidated Drainage District, Centerpoint, Texas New Mexico Power, AT&T and Comcast.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held March 26, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7-0 to approve the request to vacate a portion of 60-foot right-of-way on East Heritage Drive.

The right-of-way is currently unimproved, and due to the proximity to the creek, there is no potential for extension. The no objection letters received from all of the utility companies indicated no plans to extend any infrastructure into the subject property.

The right-of-way would have been needed at one time to ensure that each of the three (3) adjacent lots to

the right-of-way had access to E. Heritage Drive. Now that all three (3) adjacent lots are owned by one entity, the right-of-way is no longer needed or desired by the owner.

ATTACHMENTS

1. Ord 2020-19 vacation of public right-of-way E Heritage Dr
2. First Baptist Church ROW Exhibit A
3. First Baptist Church ROW Exhibit B

ORDINANCE NO. T2020-19

**AN ORDINANCE APPROVING A REQUEST TO VACATE A
.1738 ACRE PORTION OF A 60-FOOT PUBLIC RIGHT-OF-
WAY, ALSO KNOWN AS E. HERITAGE DRIVE;
AUTHORIZING THE MAYOR TO EXECUTE AND THE
CITY SECRETARY TO ATTEST A QUITCLAIM DEED BY
AND BETWEEN THE CITY AND FIRST BAPTIST CHURCH
OF FRIENDSWOOD.**

* * * * *

WHEREAS, a sixty (60) foot right-of-way for E. Heritage Drive (.1738 acres) was dedicated to the public by way of the Sarah McKissick Survey, Abstract No. 151, Galveston County, Texas, and Lot 1, in Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County plat records; and

WHEREAS, the dedication of the .1738 acre portion of right-of-way is an unrecorded portion of E. Heritage Drive; and

WHEREAS, the adjacent owner of said property, First Baptist Church of Friendswood, represented by Leland Harris, has applied to the City to vacate a .1738 acre (7,569 square feet) portion of the said sixty (60) foot wide E. Heritage Drive 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 public hearings with the Planning and Zoning Commission and City Council 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 approval of the application for the request to vacate the .1738 acre portion of 60-foot right-of-way of E. Heritage Drive; 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 .1738 acre portion of sixty (60) foot wide E. Heritage Drive 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 202 E. Heritage Drive also known as Lot 1, Block 2 of the Final Plat of First Baptist Church of Friendswood, Texas:

A .1738 acre (7,569 square feet) of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being a portion of land out of Lot 1, in Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County plat records, also known as an unrecorded portion of E. Heritage Drive. 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” and the survey attached as “Exhibit B” shall constitute the legal description of the right-of-way being vacated and released to the owner of property located at 202 E. Heritage Drive, also known as Lot 1, Block 2 of the Final Plat of First Baptist Church of Friendswood, Texas.

PASSED AND APPROVED on first reading this 6th day of April, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 4th day of May, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

METES AND BOUNDS DESCRIPTION

0.1738 ACRES (7,569 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

GALVESTON COUNTY, TEXAS

Being 0.1738 acres or 7,569 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County Deed Records, also known as an unrecorded portion of E. Heritage Drive, City of Friendswood, Galveston County, Texas. Said 0.1738 acres being more fully described by metes and bounds as follows:

- All bearings referenced herein are based on the Final Plat of First Baptist Church of Friendswood, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Plat Record 18, Map No. 900 & 901, of the Galveston County Map Records.

COMMENCING at a point for corner, said corner being located at the southeast boundary corner of Lot 1, in Block 2, of said Final Plat of First Baptist Church of Friendswood, same being the intersection of the northwest right-of-way line of East Heritage Drive, a called 60 foot wide public right-of-way, with the northeast right-of-way line of Pecan Drive, a called 60 foot wide public right-of-way, both right-of-ways being defined on said Final Plat of First Baptist Church of Friendswood;

THENCE North 45° 00' 00" East, along the southeast boundary line of said Lot 1, same being the northwest right-of-way line of said E. Heritage Drive, for a distance of 227.00 feet, to a point for corner, said corner being the beginning of a tangent curve to the right;

THENCE continuing along the southeast boundary line of said Lot 1, same being the northwest right-of-way line of said E. Heritage Drive, and with said tangent curve to the right, having a radius of 457.04 feet, a delta angle of 15° 28' 00", and a chord bearing and distance of North 52° 44' 00" East – 123.00 feet, for an arc distance of 123.38 feet, to a 5/8-inch iron rod with plastic cap set for the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 40° 03' 39" West, along the northeast boundary line of said Lot 1, same being the southwest right-of-way line of said E. Heritage Drive, for a distance of 122.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located in the northeast boundary line of said Lot 1, same being the northwest right-of-way corner of said E. Heritage Drive, and the southwest boundary corner of a called 0.8151 acre tract of land, conveyed to First Baptist Church of Friendswood, and Joseph Mitchell Wright and Artha T. Wright, by deed recorded under Galveston County Clerk's File No. 2007037162 on June 7, 2007;

THENCE North 49° 56' 21" East, along a southerly boundary line of said 0.8151 acre tract, same being the northwest right-of-way line of said E. Heritage Drive, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at an interior boundary corner of said 0.8151 acre tract, same being the northeast right-of-way corner of E. Heritage Drive;

THENCE South 40° 03' 39" East, along a southerly boundary line of said 0.8151 acre tract, same being the northeast right-of-way line of said E. Heritage Drive, passing the southwest boundary corner of a called 0.9117 acre tract of land, conveyed to First Baptist Church of Friendswood, by deed recorded

under Galveston County Clerk's File No. 2007037164 on June 7, 2007, at a distance of 53.00 feet, and continuing along the southwest boundary line of said 0.9117 acre tract, for a total distance of 130.30 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southeast boundary corner of said 0.9117 acre tract, same being the intersection of the northeast right-of-way line of said E. Heritage Drive, with the northwest right-of-way line of said E. Heritage Drive;

THENCE South 57° 48' 54" West, across said E. Heritage Drive, for a distance of 60.57 feet, to the **POINT OF BEGINNING** and containing within these calls 7,569 square feet or 0.1738 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269, dated April 1, 2019 (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

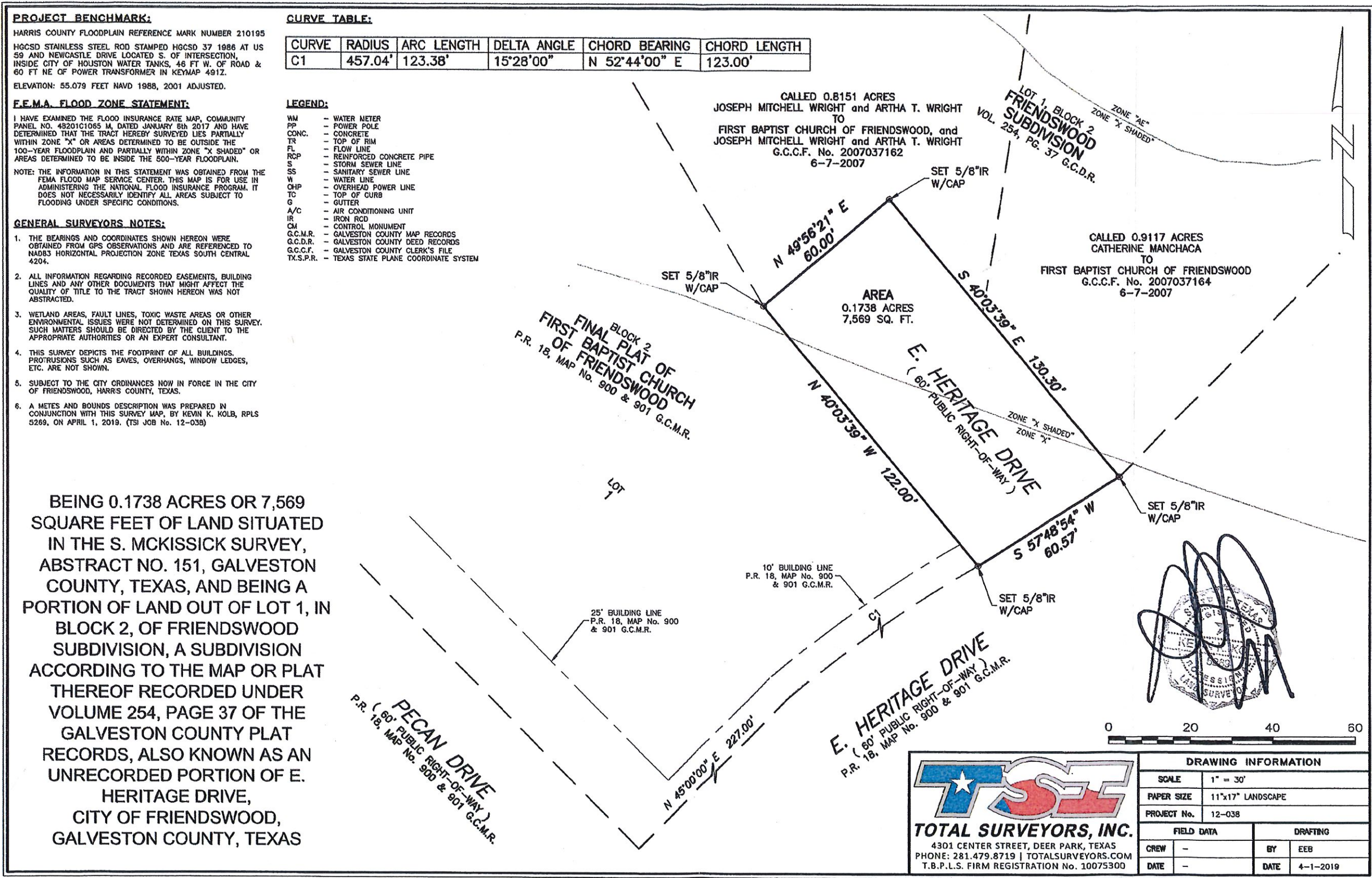
Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | April 1, 2019



Exhibit B



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 4/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-22: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the sixth set for fiscal year 2019-2020.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

Expenditure Required: \$1,293,987

Amount Budgeted: \$40,000

Appropriation Required: \$1,253,987

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 VI 2019–20.

ATTACHMENTS

1. Ord 2020-22 BA VI 2019-20
2. Ord 2020-22 Exhibit A
3. Ord 2020-22 Exhibit B

ORDINANCE NO. T2020-22

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2019-38, PASSED AND APPROVED OCTOBER 7, 2019, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2019-2020 BY APPROVING "BUDGET AMENDMENT VI" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2019-2020"; 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. 2019-38, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2019-2020"; 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 2019-2020;

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 2019-2020,” is hereby amended for municipal purposes as shown on “Budget Amendment VI” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2019-2020” attached hereto. Said Budget Amendment VI 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 4th day of May, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2019 – 2020
Budget Amendment VI
May 4, 2020**

1. **Chapter 380 Economic Development Grant, \$50,000.** Appropriate funds to Virgata Property Development, dba Leisure Lane, LLC for the Chapter 380 Economic Development Grant agreement that was executed on January 14, 2019. The last business in the building received their certificate of occupancy on March 19, 2020. The source of funds will be undesignated general fund balance.
2. **Public Works Insurance Reimbursement PW185, \$2,994.** Appropriate insurance reimbursement received from Texas Municipal League Intergovernmental Risk Pool. Funding will be appropriated to the Public Works Streets division equipment maintenance account for repairs made to unit PW185.
3. **Library Book Sales, \$581.** Appropriate Library book sale revenue funds to the Library department's operating budget. The funds will be used for Library events in fiscal year 2020.
4. **Public Works Skid Steer Loader, \$101,645.** Appropriate capital lease proceeds to purchase a skid steer loader. The purchase was included in the FY 2019-2020 adopted budget. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
5. **FVFD New Ambulance, \$209,010.** Appropriate capital lease proceeds of \$202,010 and trade in value of \$7,000 from ambulance Unit 47. The purchase of a new ambulance was approved and included in the FY 2019-2020 adopted budget. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
6. **FVFD New Ambulance, \$208,010.** Appropriate capital lease proceeds of \$192,010 and trade in value of \$16,000 from ambulance Unit 49. Council approved replacing Unit 49 at the December 2, 2019 council meeting. The capital lease will be for 5 years and will be supported by the Fire/EMS donation fund.
7. **FVFD New Fire Truck, \$585,708.** Appropriate capital lease proceeds of \$580,005 and Fire/EMS Donation fund balance of \$5,703 to purchase a 2019 Spartan Fire Truck. The 2019-2020 adopted budget included purchasing a fire truck to replace Engine 1. Council approved to finance the fire truck for 7 years at the November 5, 2019 council meeting. The capital lease payments will be funded through the Fire/EMS donation fund.
8. **Lift Station Repairs, \$22,039.** Appropriate funds received from the Texas Division of Emergency Management (TDEM) to assist with the local cost share for permanent repairs to lift stations 2, 4, 5, 13, 22, 24, 25, 27 due to damages caused by Hurricane Harvey. The City received 90% of the estimated costs to repair these lift stations from FEMA in fiscal year 2019. The City was responsible for the remaining 10% of the repair costs. The City's share of the cost was appropriated from Water and Sewer Working capital on March 2, 2020. The amount received from TDEM represents 75% of the City's share of the cost and will be appropriated back to Water and Sewer Working Capital.

9. **Public Safety Security Cameras, \$40,000.** Transfer funds included as a decision package in the FY 2019-2020 adopted budget for security cameras. Remaining funds available will be transferred from the Administrative Services Information Technology division to the Police Patrol division. A server and several security cameras will be purchased and installed around the areas inside and outside of City Hall and for mobile covert investigative purposes.
10. **Public Safety Security Cameras, \$16,000.** Appropriate funds to purchase 5 security cameras that will be install in various parks. The funding source will be from undesignated general fund balance. Revenue expected to be received from Windsor EMS for dispatching services performed by the City's communications division will reimburse general fund balance.
11. **Public Works Software, \$58,000.** Appropriate funds to purchase software for the Public Works department. The 2019-2020 adopted budget included an estimate of \$85,000 in the general fund to purchase software. The actual cost of the software and first year maintenance fees is \$143,000. This will be split between the general fund and water and sewer fund. Additional funds in the amount of \$58,000 will be appropriated from Water and Sewer fund working capital.

City of Friendswood
May 4, 2020
2019-2020 Budget Amendment VI - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate unassigned general fund balance for Chapter 380 Economic Development Grant agreement with Leisure Lane, LLC	(50,000)
1	001-0303-419.7921		Appropriate unassigned general fund balance for Chapter 380 Economic Development Grant agreement with Leisure Lane, LLC	50,000
2	001-0000-38310		Appropriate TML-IRP insurance reimbursement to Public Works Street Division for Unit PW185	(2,994)
2	001-3610-431.6800		Appropriate TML-IRP insurance reimbursement to Public Works Street Division for Unit PW185	2,994
3	001-0000-38600	DNBOOK	Appropriate library donations to the Library department's community events account	(581)
3	001-6310-459.7910	DNBOOK	Appropriate library donations to the Library department's community events account	581
4	001-0000-39370	PW199	Appropriate capital lease proceeds to purchase a Skid Steer Loader	(101,645)
4	001-3620-431.8800	PW199	Appropriate capital lease proceeds to purchase a Skid Steer Loader	101,645
5	001-0000-39370		Appropriate capital lease proceeds to purchase a replacement ambulance for ambulance Unit 47	(202,010)
5	001-0000-39210		Appropriate the trade in value for ambulance Unit 47	(7,000)
5	001-2207-422.8300	EMS47.7599	Appropriate capital lease proceeds to purchase a replacement ambulance for ambulance Unit 47	50,500
5	001-2207-422.8300	EMSBOX.E-3287	Appropriate capital lease proceeds to purchase a replacement ambulance for ambulance Unit 47	158,510
6	131-0000-39360		Appropriate capital lease proceeds to purchase a replacement ambulance for ambulance Unit 49	(192,010)
6	131-0000-39210		Appropriate the trade in value for ambulance Unit 49	(16,000)
6	131-2207-422.8300	EMS49.7600	Appropriate capital lease proceeds to purchase a replacement ambulance for ambulance Unit 49	158,010
6	131-2207-422.8300	EMSBOX.002	Appropriate capital lease proceeds to purchase a replacement ambulance for ambulance Unit 49	50,000
7	131-0000-39360		Appropriate capital lease proceeds to purchase a 2019 Spartan Fire Truck	(580,005)
7	131-0000-30100		Appropriate Fire/EMS undesignated fund balance to purchase a 2019 Spartan Fire Truck	(5,703)
7	131-2202-422.8300	FDE-21.9559	Appropriate capital lease proceeds and fund balance to purchase a 2019 Spartan Fire Truck	585,708
8	401-0000-33438		Reimburse Water & Sewer Working Capital for Hurricane Harvey- Lift Stations State Share (75%) of Local Cost Share (10%)	(22,039)
8	401-0000-30600	LS002	Hurricane Harvey-Lift Station 2 State Share (75%) of Local Cost Share (10%)	1,196
8	401-0000-30600	LS004	Hurricane Harvey-Lift Station 4 State Share (75%) of Local Cost Share (10%)	2,700
8	401-0000-30600	LS005	Hurricane Harvey-Lift Station 5 State Share (75%) of Local Cost Share (10%)	2,700
8	401-0000-30600	LS013	Hurricane Harvey-Lift Station 13 State Share (75%) of Local Cost Share (10%)	2,711
8	401-0000-30600	LS022	Hurricane Harvey-Lift Station 22 State Share (75%) of Local Cost Share (10%)	4,500
8	401-0000-30600	LS024	Hurricane Harvey-Lift Station 24 State Share (75%) of Local Cost Share (10%)	2,700
8	401-0000-30600	LS025	Hurricane Harvey-Lift Station 25 State Share (75%) of Local Cost Share (10%)	2,757
8	401-0000-30600	LS027	Hurricane Harvey-Lift Station 27 State Share (75%) of Local Cost Share (10%)	2,775
9	001-0416-419.8800		Transfer funds from ASO Department IT division to Police Department Patrol division for security cameras	(40,000)
9	001-2120-421.5800		Transfer funds from ASO Department IT division to Police Department Patrol division for security cameras	40,000
10	001-0000-30500		Appropriate undesignated general fund balance to purchase five security cameras	(16,000)
10	001-2120-421.5800		Appropriate undesignated general fund balance to purchase five security cameras	16,000
11	401-0000-30600		Appropriate funds from Water and Sewer working capital for software to be used by the Public Works Department	(58,000)
11	401-9002-491.9110		Transfer appropriated funds from Water & Sewer working capital to General Fund in the ASO Information Tech division	58,000
11	001-0000-39137		Transfer appropriated funds from Water & Sewer working capital to General Fund in the ASO Information Tech division	(58,000)
11	001-0416-419.7720		Transfer appropriated funds from Water & Sewer working capital to General Fund in the ASO Information Tech division	58,000

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 4/8/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-23: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, amending the calling for the holding of a Special Election to be held on July 14, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject.

Originating Department: City Secretary

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This agenda item is to approve Ordinance 2020-23 which amends the order to hold a Special Sales Tax Election on the July 14, 2020, election date for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets.

Due to the novel coronavirus (COVID-19), Governor Greg Abbott has authorized all political subdivisions holding General or Special Elections on May 2, 2020, to postpone their election to the November 3, 2020, uniform election date. On April 8, 2020, a letter was sent to Governor Abbott requesting permission to change the postponed election date to be held on July 14, 2020.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The registered voters will participate in the electoral process without danger of contracting the coronavirus.

RECOMMENDATIONS

Consider amending the ordinance postponing the Special Sales Tax Election to July 14, 2020.

ATTACHMENTS

1. Ord 2020-23 Amend order Special Election to Reauthorize Street Maintenance Sales and Use Tax
2. Ord 2020-23 Exhibit A
3. Ord 2020-23 Exhibit B

ORDINANCE NO. T2020-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE CALLING FOR THE HOLDING OF A SPECIAL ELECTION TO BE HELD ON JULY 14, 2020, SUBJECT TO GOVERNOR ABBOTT'S PERMISSION, FOR THE PURPOSE OF REAUTHORIZING THE LOCAL SALES AND USE TAX AT THE RATE OF THREE-EIGHTHS (3/8) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, pursuant to Section 327.007 of the Texas Tax Code, the City Council of the City of Friendswood is authorized and hereby finds and determines that it is appropriate, advisable and in the best interest of the citizens of the City to hold a special election in the City for the purpose of submitting a proposition pertaining to the reauthorization of the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and

WHEREAS, the Friendswood City Council deems that in accordance with the laws of the State of Texas, a Special Election should occur on July 14, 2020, subject to Governor Abbott's permission to do so; and

WHEREAS, the laws of the State of Texas further provide that the Texas Election Code ("Code") is applicable to all municipal elections and in order to comply with said Code, an ordinance should be passed establishing the procedures to be followed for the July 14, 2020, special election;

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

Section 1. Special Election; Proposition. Subject to Governor Abbott granting the City of Friendswood permission to conduct a Special Election on July 14, 2020, and in accordance with the general laws and the Constitution of the State of Texas, a Special Municipal Election is hereby called and ordered to be held in and throughout the City of Friendswood on July 14, 2020, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. at which Special Election, all resident, qualified voters of the City of Friendswood, Texas (the "City") may vote on a proposition to reauthorize the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets;

Section 2. Ballot Proposition. The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the proposition, with the ballots to contain such provisions and language required by Texas Tax Code Section 327.007, and with such proposition to be expressed as follows:

FOR	()	The reauthorization of the local sales and use tax in the City of
AGAINST	()	Friendswood, Texas at the rate of three-eighths (3/8) of one percent (1%)
		to continue providing revenue for maintenance and repair of municipal
		streets. The tax expires on the fourth anniversary of the date of this election
		unless the imposition of the tax is reauthorized.

Section 3. Determination of Ballots. If the greater number of votes are "FOR", the tax is reauthorized, and if the greater number of votes are "AGAINST", the tax is not reauthorized.

Section 4. Persons Qualified to Vote. All resident, qualified electors of the City shall be eligible to vote at the Special Election.

Section 5. Joint Election. The City, pursuant to the applicable provisions of the Code, will conduct a joint election with other political subdivisions within Galveston County and contract with Galveston County for election services. This joint election shall be conducted pursuant to the terms of the Contract for Election Services (the "Election Contract") between Galveston County, Texas, and the City.

Section 6. Election Locations and Voting Hours on Election Day. The voting locations for voting on Election Day shall be the Galveston County county-wide vote center polling locations as set forth in Exhibit A, or at such other locations as hereafter may be designated by the Galveston County Clerk (the “County Clerk”) in accordance with the Contract for Election Services. The City Secretary is hereby authorized to update Exhibit A to reflect the final locations designated by the County Clerk, which locations are hereby adopted and approved. Each polling place shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

Section. 7. Early Voting. Dwight D. Sullivan, the Galveston County Clerk is appointed as the Early Voting Clerk for the Election. Applications for ballot by mail shall be submitted as follows: Dwight D. Sullivan; Early Voting Clerk; County of Galveston; P.O. Box 17253; Galveston, TX 77552-7253. If mailing by common contract carrier, applications for ballot by mail should be submitted to: Dwight D. Sullivan, Galveston County Clerk; 600 59th Street, Suite 2001; Galveston, Texas 77551-4180. Applications for ballot by mail must be received no later than the close of business on July 02, 2020.

The early voting polling places shall be as designated in Exhibit B, which is attached hereto and incorporated herein for all purposes. Early voting by personal appearance for all election precincts shall be held at the locations, at the times and on the days set forth in Exhibit B, or at such other locations as hereafter may be designated by the County Clerk as provided in the Contract for Election Services. The City Secretary or designee is hereby authorized to update Exhibit B to reflect the final locations designated by the County Clerk, and such locations are hereby approved.

Section 8. Appointment of Election Officials; Establishment of Central Counting Station. The election judges, alternate judges, clerks, members of the early voting ballot board, the central counting station officials, and other personnel necessary for conducting the Election shall be appointed, election judges and alternate judges may be changed, polling places may be combined for some precincts, and the central counting station shall be established and staffed by Galveston County as provided in the Election Services Agreement and such actions are hereby approved. Further, the City Council hereby authorizes the City Secretary to appoint any such other officials not designated herein or appointed pursuant to the Contract for Election Services as are necessary and appropriate to conduct the Election in accordance with the Code. The central

counting stations to receive and tabulate votes shall be at the locations designated by Galveston County.

Section 9. **Notice.** Notice of the election ordered herein shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code.

Section 10. **Canvass.** City Council, as the canvassing authority of this election, shall canvass the returns at its scheduled meeting to be held on July 20, 2020, at 6:30 p.m. At the completion of the canvass, the Mayor shall deliver the returns and tally lists used in the canvass to the City Secretary; and the City Secretary shall preserve them for a period in accordance with law.

Section 11. It is hereby further found and determined that the City Secretary posted written notice of the date, place and subject of the meeting at which this ordinance was introduced and passed on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and such notice having been so posted and remaining posted continuously for at least seventy-two (72) hours preceding the scheduled time of such meeting.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING AS PROVIDED IN SECTION 3.11(b) OF THE CITY CHARTER OF FRIENDSWOOD this 4th day of May, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

ELECTION JULY 14, 2020
Proposed-to be amended

Dates & Times:

Tuesday, July 14, 2020.....7:00 a.m. – 7:00 p.m.

ELECTION DAY VOTING LOCATIONS

Galveston County Courthouse
722 21st Street
Galveston, Texas 77550

Hope Lutheran Church (tentative)
1804 S. Friendswood Drive
Friendswood, Texas 77546

Nessler Center
2010 5th Ave. North
Texas City, TX 77590

North County Annex
174 Calder Road
League City, Texas 77573

West County Building
11730 Highway 6
Santa Fe, TX 77510

Kemah Community Center
800 Harris St.
Kemah, TX 77565

Joe Faggard Community Center
1750 State Hwy 87
Port Bolivar, TX 77650

Dickinson Community Center
4403 Hwy 3
Dickinson, TX 77539

MUD 12 Building
2929 Hwy 6
Bayou Vista, TX 77563

Bacliff Volunteer Fire Department
600 Grand Ave.
Bacliff, Texas 77518

La Marque Community Room
1109 Bayou Rd., Suite B
La Marque, TX 77568

ELECTION JULY 14, 2020
Proposed-to be amended

Dates & Times:

Monday, July 06 – Friday, July 10, 2020.....7:00 AM – 7:00 PM

MAIN EARLY VOTING POLLING PLACE

Galveston County Justice Center
600 – 59th Street
2nd Floor Conference Room
Galveston, Texas

EARLY VOTING BRANCH LOCATIONS

Galveston County Courthouse
722 21st Street
Galveston, Texas 77550

Hope Lutheran Church (tentative)
1804 S. Friendswood Drive
Friendswood, Texas 77546

Nessler Center
2010 5th Ave. North
Texas City, TX 77590

North County Annex
174 Calder Road
League City, Texas 77573

West County Building
11730 Highway 6
Santa Fe, TX 77510

Kemah Community Center
800 Harris St.
Kemah, TX 77565

Joe Faggard Community Center
1750 State Hwy 87
Port Bolivar, TX 77650

Dickinson Community Center
4403 Hwy 3
Dickinson, TX 77539

MUD 12 Building
2929 Hwy 6
Bayou Vista, TX 77563

Bacliff Volunteer Fire Department
600 Grand Ave.
Bacliff, Texas 77518

La Marque Community Room
1109 Bayou Rd., Suite B
La Marque, TX 77568

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: May 4, 2020

Date submitted: 4/9/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-24: First and Final reading of an ordinance authorizing the issuance and sale of City of Friendswood, Texas, General Obligation Permanent Improvement and Refunding Bonds, Series 2020; levying an annual Ad Valorem tax for the payment of said bonds; approving an official statement; calling certain outstanding obligations for redemption prior to maturity; approving engagement of bond counsel; and enacting other provisions relating to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November 2019, the voters approved \$52,100,000 in general obligation (G.O.) bonds. In order to effectively manage the bond projects, the projects were divided into multiple proposed issuances:

Round one (\$8,000,000), Round 2 (\$9,100,000) and Rounds 3 through 9 (\$5,000,000 each)

There is also an opportunity to refund two existing debt obligations totaling \$2,970,000. General Obligation Bonds, Series 2010A is property tax supported and General Obligation Bonds, Series 2010B is utility revenue supported. The estimated interest savings over the remaining life of the bonds is approximately \$341,000.

GENERAL OBLIGATION BONDS, SERIES 2020

On April 6, 2020, Council approved the Schedule of Events for the issuance of the City of Friendswood General Obligation and Refunding Bonds, Series 2020. These bonds will fund Round 1 of the bond program (\$8,000,000) and refunding of General Obligation Bonds, Series 2010A (\$2,345,000) and Series 2010B (\$625,000).

Round 1 of the bond program includes the following projects:

- Ø Blackhawk Facility for Public Works and Parks Maintenance (\$2.0 million)
- Ø Drainage Improvements (\$6.0 million)

The posted ordinance, prepared by Bond Counsel and reviewed by our City Attorney, is in draft form. On May 4, 2020, the bonds will be priced in the market. At that time, the terms of the bonds will be added to the ordinance. Bond Counsel will deliver the final ordinance prior to the May 4th City Council Meeting.

Several of the documents included as attachments are in draft form and will be completed prior to the Council Meeting. The bonds will be secured by a pledge of ad valorem tax levied for this purpose; however, General Obligation Bonds, Series 2010B debt service payments are supported by utility revenue.

Based on information provided during the bond ratings call with Standard and Poor's (S&P), we expect the City's rating to remain at AA+. According to S&P's definitions, this rating means the City has a very strong capacity to meet its financial commitments.

John Robuck, our Financial Advisor, (Managing Director – Texas Public Finance, BOK Financial Securities, Inc.) will be in attendance to share the result of the bond pricing.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the General Obligation Bonds, Series 2020 will allow commencement of the projects approved by voters in 2020 and provide interest savings on existing debt obligations.

RECOMMENDATIONS

Based on the City's Financial Advisor's assessment of bond pricing on during the week of May 4, 2020, staff recommends approval of the ordinance bond counsel engagement letter and related documents.

ATTACHMENTS

1. Ord 2020-24 GO & Refunding Bonds Sale (draft) - 4-22-20
2. Bond Counsel Engagement Letter
3. City of Friendswood TX_GO Rfdg Series 2020_POS 4-17-20
4. Tentative Schedule of Events

ORDINANCE NO. T2020-24

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF FRIENDSWOOD, TEXAS GENERAL OBLIGATION PERMANENT IMPROVEMENT AND REFUNDING BONDS, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION PRIOR TO MATURITY; APPROVING ENGAGEMENT OF BOND COUNSEL; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

THE STATE OF TEXAS	§
COUNTIES OF GALVESTON AND HARRIS	§
CITY OF FRIENDSWOOD	§

WHEREAS, at an election in the City of Friendswood, Texas (the "Issuer") held on November 5, 2019 (the "Election"), the voters of the Issuer approved the issuance of tax bonds by the Issuer in four propositions totaling \$52,100,000; and

WHEREAS, the City Council of the Issuer (the "City Council") deems it necessary and advisable to authorize, issue and deliver a portion of the bonds authorized hereby (the "Bonds"), using the amounts shown below from each of the approved Propositions, aggregating \$8,000,000 in principal amount of voted authorization, and leaving an unissued balance from the Election of \$44,100,000, all as set forth below:

<u>Election Prop.</u>	<u>Purpose</u>	<u>Bonds Approved</u>	<u>Bonds Previously Issued⁽¹⁾</u>	<u>Bonds Being Issued</u>	<u>Remaining Bond Authorization</u>
A	Purpose of designing, constructing, improving, and expanding the Municipal Public Works Facility located off of Blackhawk Boulevard in the City.	\$2,000,000	\$-0-	\$2,000,000	\$-0-
B	Purpose of constructing, improving, renovating and equipping public safety facilities for the fire and police departments, consisting of the municipal public safety building and a new fire station and training field to replace fire station number 2 in the City.	\$9,100,000	\$-0-	\$-0-	\$9,100,000

F	Purpose of constructing, acquiring and installing stormwater drainage and flood control improvements along Clear Creek throughout the corporate limits of the City, including dredging, channel improvements and related infrastructure and utility relocation and the acquisition of land and interests in land necessary for said improvements.	\$41,000,000	\$-0-	\$6,000,000	\$35,000,000
	Totals	\$52,100,000	\$-0-	\$8,000,000	\$44,100,000

⁽¹⁾ Includes premium being deposited to the construction fund in connection with current issue, thereby using the amounts of voted authorization shown.

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the Issuer to authorize, issue and deliver the aforesaid voted bonds in conjunction with the issuance of the refunding bonds hereinafter authorized;

WHEREAS, certain previously issued and outstanding obligations of the Issuer described in Schedule I attached hereto and incorporated herein (collectively, the "Refunded Bonds") are intended to be and shall be refunded pursuant to this Ordinance;

WHEREAS, Chapter 1207 authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Bonds or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Bonds, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the refunded Bonds;

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Bonds or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, The Bank of New York Mellon Trust Company, N.A., is the paying agent for the Refunded Bonds, and the Paying Agent Deposit Agreement, between the Issuer and The Bank of New York Mellon Trust Company, N.A., hereinafter authorized constitutes an agreement of the kind authorized and permitted by Chapter 1207;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Bonds in order to achieve a debt service savings, and that such refunding will result in a present value debt service savings of approximately \$_____ and an actual debt service savings of \$_____ to the Issuer;

WHEREAS, all the Refunded Bonds mature or are subject to redemption prior to maturity within 20 years of the date of the Bonds hereinafter authorized;

WHEREAS, the Bonds hereinafter authorized to be issued and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Chapter 1207, and Chapter 1331, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of [\$9,620,000], with \$_____ in principal amount of the Bonds to be issued for the purpose of refunding certain outstanding obligations of the Issuer referenced in the preamble hereto and described in Schedule I hereto and with \$_____ in principal amount to be issued to construct and acquire the public improvements described in the preambles hereto, and to pay the costs incurred in connection with the issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each Bond issued pursuant to this Ordinance shall be designated: "CITY OF FRIENDSWOOD, TEXAS, GENERAL OBLIGATION PERMANENT IMPROVEMENT AND REFUNDING BOND, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated June 1, 2020, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on March 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years of Maturity	Principal Amount	Interest Rates	Years of Maturity	Principal Amount	Interest Rates
2021			2036		
2022			2037		
2023			2038		
2024			2039		
2025			2040		

2026	2041
2027	2042
2028	2043
2029	2044
2030	2045
2031	2046
2032	2047
2033	2048
2034	2049
2035	2050

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary

weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 50 days prior to any such redemption date), (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Paying Agent/Registrar for the Bonds. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank,

trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry Only System. The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying

Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(i) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in the Section 10 hereof or its designee, executed by manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and signed manually, by facsimile, electronically or

otherwise by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Comptroller or the Paying Agent/Registrar (whichever entity has custody of the initial Bond) shall cancel the initial Bond. Thereupon, the Paying Agent/Registrar shall deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF FRIENDSWOOD, TEXAS GENERAL OBLIGATION PERMANENT IMPROVEMENT AND REFUNDING BOND SERIES 2020	PRINCIPAL AMOUNT \$_____
--------	---	--------------------------------

Interest Rate	Date of Initial Delivery of Bonds	Maturity Date	CUSIP No.
_____	_____, 2020	March 1, ____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Friendswood, in Galveston and Harris Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery of Bonds set forth above at the Interest Rate per annum specified above. Interest is payable on September 1, 2020 and semiannually on each March 1 and September 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated June 1, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of [\$9,620,000], to wit: \$_____ for the public purpose of refunding certain outstanding obligations of the Issuer and \$_____ to fund the construction and acquisition of permanent improvements approved by the voters of the Issuer.

ON March 1, 2030, and on any date thereafter, the outstanding Bonds of this series that mature on and after March 1, 2031 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Bond to be redeemed at its address as it appeared on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive

the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad

valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee:

Please print or typewrite name and address, including zip code of Transferee:

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF FRIENDSWOOD, TEXAS, in Galveston and Harris Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
2021			2036		
2022			2037		
2023			2038		
2024			2039		
2025			2040		
2026			2041		
2027			2042		
2028			2043		
2029			2044		
2030			2045		
2031			2046		
2032			2047		
2033			2048		
2034			2049		
2035			2050		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery of Bonds shown above at the respective Interest Rate per annum specified above. Interest is payable on September 1, 2020, and semiannually on each March 1 and September 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first

Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply

with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with

respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond

shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL REVIEW FEE.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds and in the calling and administration of the Election is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager, and the Mayor or the City Manager is hereby authorized to execute such engagement letter.

(c) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Bonds by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bond, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon

the submission of the transcript of proceedings for the Bonds. The Issuer hereby authorizes and directs that a check, wire transfer or other form of payment acceptable to the Attorney General, and in the amount of the Attorney General filing fee for the Bonds, be promptly provided for payment to the Attorney General in connection with his review of the Bonds.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a

materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior Bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded Bonds or bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of

the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or City Manager to execute any documents, Bonds or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bond, or (2) the date the Bond is retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bond. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property financed with the proceeds of the Bonds in accordance with the Election, as described in the recitals to this Ordinance will not be sold or otherwise disposed of in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT;
INTEREST EARNINGS ON BOND PROCEEDS; USE OF ACCRUED INTEREST AND
PREMIUM RECEIVED FROM SALE OF BONDS; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to FHN Financial Capital Markets (the "Underwriter") for the purchase price of \$_____ (representing the par amount of the Bonds of \$_____, plus an aggregate original issue premium of \$_____ and less an Underwriter's discount on the Bonds of \$_____) pursuant to the terms and provisions of a Purchase Agreement with the Underwriter, which the Mayor or the City Manager is hereby authorized to sign on behalf of the Issuer. It is hereby officially found, determined, and declared that the Bonds have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the Issuer is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of FHN Financial Capital Markets or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement posted and disseminated April 27, 2020, prior to the date hereof is hereby ratified and confirmed.

(c) Interest earnings derived from the proceeds deposited to the Issuer's construction fund shall be retained therein and used for the purpose of constructing the Project, provided that after the completion of the Project, any amounts remaining therein shall be deposited to the Interest and Sinking Fund for the Bonds. It is further provided, however, that any interest earnings on bond proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(d) The net premium received from the sale of the Bonds issued to fund costs of projects approved at the Election, being the sum of \$_____ (the balance of the net premium received, in the amount of \$_____, is allocable to the Bonds issued for refunding purposes), shall be applied as follows: the sum of \$_____ shall be applied to pay a portion of the Underwriter's discount for the Bonds; the sum of \$_____ shall be applied to pay a portion of the costs of issuance for the Bonds; the sum of \$_____ shall be deposited to the Interest and Sinking Fund as a capitalized interest deposit and used to pay a portion of the interest coming due on the Bonds on September 1, 2020; and the sum of \$_____, together with principal amount of \$_____ (for a total of \$8,000,000.00), shall be deposited to a construction account and used for the purposes approved by the voters at the Election, as provided in the preambles hereof.

(e) The Mayor and Mayor Pro-Tem, the City Manager, the Director of Administrative Services and the City Secretary and all other officers, employees and agents of the Issuer, and each

of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

- (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.
- (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

- (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other

provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or councilmembers of the Issuer.

Section 12. COMPLIANCE WITH RULE 15c2-12.

(i) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Council.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data with respect to the Issuer of the general type of included in the final Official Statement under the headings "INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE CITY – Current Investments," "CITY TAX DEBT," "TAX DATA" (except under the subheading "Estimated Overlapping Taxes") and "SELECTED FINANCIAL DATA" (the "Annual Operating Report"). The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (A) prepared in accordance with the accounting principles described in the notes to the financial statements that are attached to the Official Statement as Appendix B, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement and (B) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2020. The Issuer may provide the Financial Statements earlier, including

at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(B) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (iii)¹² is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide the Annual Operating Report or Financial Statements in accordance with subsection (ii) of this Section by the time required by subsection (ii).

(iv) Limitations, Disclaimers, and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall deliver or cause to be delivered to each Registered Owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of giving of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 14. APPROVAL OF DEPOSIT AGREEMENT AND TRANSFER OF FUNDS.

The Mayor or the City Manager of the Issuer is hereby authorized and directed to execute and

deliver the Paying Agent Deposit Agreement with The Bank of New York Mellon Trust Company, N.A., in substantially the form presented at this meeting. In addition, the Mayor, the City Manager or the Director of Administrative Services of the Issuer is authorized to transfer and deposit cash from available funds, in the amount of \$_____ to fund the account described in the Paying Agent Deposit Agreement as the Issuer's contribution to the refunding of the Refunded Bonds.

Section 15. REDEMPTION OF REFUNDED BONDS.

(a) The Issuer hereby directs that certain of the Refunded Bonds be called for redemption on the date and as set forth on Schedule I. Each of such Refunded Bonds shall be redeemed at the redemption price of par plus accrued interest. The Issuer's Bond Counsel is hereby authorized and directed to direct the paying agent/registrars for the Refunded Bonds to issue a Notice of Defeasance and Redemption for the Refunded Bonds in the form required by the ordinance authorizing the issuance of the Refunded Bonds.

(b) Upon receipt of such direction by the Issuer's Bond Counsel, the paying agent/registrars for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption and defeasance as specified by the ordinance authorizing the issuance of the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on their redemption date. The Refunded Bonds shall be presented for redemption at the paying agent/registrars therefore, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their redemption date shall be from the funds deposited with the paying agent for the Refunded Bonds, pursuant to the Paying Agent Deposit Agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds on September 1, 2020, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, together with proceeds of the Bonds directed by the Ordinance to be deposited to the Interest and Sinking Fund, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

SCHEDULE I

SCHEDULE OF REFUNDED BONDS

Description	Maturities	Principal Amount Outstanding	Principal Amount Refunded
Permanent Improvement Bonds, Series 2010A	03/01/2021	\$140,000	\$140,000

	03/01/2023	285,000	285,000

	03/01/2025	310,000	310,000

	03/01/2027	305,000	305,000

	03/01/2029	285,000	285,000

	03/01/2031	310,000	310,000

	03/01/2035	<u>710,000</u>	<u>710,000</u>
Totals		<u>\$2,345,000</u>	<u>\$2,345,000</u>

The Series 2010A Bonds shown above are called for redemption on June 10, 2020, at par plus accrued interest.

Description	Maturity	Principal Amount Outstanding	Principal Amount Refunded
Permanent Improvement Refunding Bonds, Series 2010B	03/01/2021	\$625,000	\$625,000
Totals		<u>\$625,000</u>	<u>\$625,000</u>

The Series 2010B Bonds shown above are called for redemption on June 10, 2020, at par plus accrued interest.

PASSED AND APPROVED this 4th day of May, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

May 4, 2020

Mayor and Members of the City Council
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Re: Proposed City of Friendswood, Texas, General Obligation Improvement and
Refunding Bonds, Series 2020

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Friendswood, Texas (the "Issuer") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued to provide funds to refund approximately \$2,970,000 of the outstanding tax-supported bonds of the Issuer (the "Refunded Bonds") and to fund approximately \$8,000,000 of public improvements within the Issuer, which were approved by Issuer voters on November 5, 2020 (the "Election"). We also understand that the Bonds will be secured by a pledge of an ad valorem tax levied by the Issuer, within the limits prescribed by law. We further understand that the Bonds will be authorized to be sold by the City Council of the Issuer (the "City Council") pursuant to an ordinance (the "Ordinance") adopted on the date hereof (the "Sale Date"), and that the Bonds will be sold by negotiated sale to FHN Financial Capital Markets (the "Underwriter").

A. THE FINANCING

As Bond Counsel to the Issuer, we would like for the City Council to understand how the issuance of the Bonds will be effected and the ramifications of the financing. I will briefly describe the procedures and certain applicable law that pertains to the issuance of the Bonds, below. However, you should feel free to call me at any time to discuss any questions that you or your staff may have.

- (1) The Bonds will be "authorized to be issued" when and if the City Council approves the Ordinance. The Ordinance provides for the terms of the Bonds. Among the matters approved in the Ordinance are: (i) the terms of the Bonds, including the principal amortization schedule and interest rates; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Bonds; (iii) the sale of the Bonds to the Underwriter; (iv) the redemption and refunding of the Refunded Bonds; (v) the approval of this engagement letter; (vi) approval of a paying agent agreement to whom you will make semiannual payments sufficient to pay the debt service on the Bonds; (vii) approval of an old paying agent deposit agreement to provide for the redemption and refunding of the Refunded Bonds; (viii) covenants obligating the Issuer to make periodic filings of operating and financial data in accordance with Rule 15c2-12 of the Securities and

Exchange Commission; and (ix) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Bonds as tax-exempt obligations. As you can see from the foregoing description, the Ordinance is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Bonds. There will be other certificates and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Ordinance.

- (2) As noted above, the Bonds will be sold to the Underwriter in accordance with the provisions of the Ordinance and, in addition, the Underwriter will want the Issuer to sign bond purchase contracts (collectively, the "Bond Purchase Contract") on the Sale Date that will set forth the terms of the sale of the Bonds. We have reviewed the Bond Purchase Contract, which was drafted by counsel to the Underwriters, and you should know that while it is a fairly routine form of document for this type of transaction, it does commit the Issuer to sell the Bonds to the Underwriter at the price set forth therein. In addition, the Bond Purchase Contract contains representations of the Issuer to the Underwriter to the effect that the Issuer is authorized to issue the Bonds and that it has made full disclosure to the Underwriter and the bond investors of all material information. As a condition to the Underwriter's payment for the Bonds, the Underwriter will require this firm to deliver our Bond Counsel opinion to them, in which we will opine that the Bonds are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Ordinance, the interest on the Bonds will be exempt from federal income taxation. The Bond Purchase Contract will also require the delivery of an opinion of the Texas Attorney General approving the Bonds, as is required by State law. Therefore, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Bond Purchase Contract untrue, you should let your financial advisor or the undersigned know about them as soon as possible.
- (3) The Underwriter will offer the Bonds into the public debt markets prior to the time that the City Council meets to accept the Underwriter's offer for the Bonds. Through this process, the Bonds will be "priced" – i.e., interest rates and premiums or discounts, if any, for the Bonds will be established. On the Sale Date, the City Council will consider the terms offered to the Issuer by the Underwriter based upon the market conditions and other factors that determine interest rates and pricing information. In connection with the offering of the Bonds, the City Council will approve an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information that describes the Bonds. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Bonds and the Issuer. As your Bond Counsel, we have reviewed the Official Statement to ensure that the information describing the Bonds and the Ordinance are correct. As Bond Counsel we do not review other areas of the Official Statement. If you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Underwriter needs to know, and the Official Statement should be corrected in that regard.

B. SCOPE OF ENGAGEMENT

In this engagement, we have performed, or expect to perform, the following duties:

- (1) Research legal questions regarding financing drainage improvements in the Issuer and prepare election proceedings, and assist the Issuer in administering the Election with the appropriate county election officials.
- (2) Subject to the completion of proceedings to our satisfaction, render our legal opinions (collectively, the "Bond Opinion"), regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (3) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (4) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Bonds approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.
- (5) Review legal issues relating to the structure of the Bond issue.
- (6) Review those sections of the Official Statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the Ordinance pursuant to which they will be issued and the tax-exempt treatment of the interest on the Bonds for purposes of federal income taxation.
- (7) If requested, assist the Issuer in presenting information to bond rating organizations and bond insurers relating to legal issues affecting the issuance of the Bonds.
- (8) Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials

and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Except as described in sections A and B above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, or, in connection with the issuance of the Bonds, performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (3) Preparing state securities law memoranda or investment surveys with respect to the Bonds.
- (4) Drafting state constitutional or legislative amendments.
- (5) Pursuing test cases or other litigation.
- (6) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- (7) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (8) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

- (9) Negotiating the terms of, or opining as to, any investment contract.
- (10) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038G, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds, including the Underwriter and the Issuer's financial advisor. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FIRM NOT A MUNICIPAL ADVISOR; NO ISRAEL BOYCOTT

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this

transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Bonds, and such services and advice may be essential to the development of the plan of finance for the issuance of the Bonds. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Bonds, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Bond Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Bonds. By signing this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

We hereby represent that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2270.002, of the Texas Government Code.

FEES

Based upon: (i) the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter, including, specifically, with respect to the planning, calling and holding of the Election; (iii) the time we anticipate devoting to the financing and the time devoted to our services relating to the Election; and (iv) the responsibilities we will assume in connection therewith, (A) our fee in connection with the Bonds will be \$6,000 for the first \$1,000,000 in net proceeds of the Bonds, plus \$1 per \$1,000 of net proceeds of each series of the Bonds for all such amounts above \$1,000,000. Net proceeds include any net original issue premium, less the amount of the Underwriter's discount, plus the principal amount of the Bonds (accrued interest is excluded from net proceeds). In addition, we will charge a fee of \$20,000 for our time and services relating to the Election. The fee includes our services rendered as Bond Counsel, but does not include client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, computer-assisted research and other expenses. Our fee will be billed after the Closing. In accordance with the terms of the Ordinance, the Issuer will provide the filing fee of the Texas General to Bond Counsel on a timely basis to permit the filing of the transcript of proceedings for the Bonds so that the Bonds may be approved by the Attorney General in time to meet the closing date set forth in the Official Statement.

RECORDS

After the transaction has closed, you will receive a transcript of proceedings that contains the primary financing and closing documents related to the transaction. At your request, papers and property furnished by you, and work product belonging to you and to which you are entitled, will be returned promptly. We may have copies of any and all documents made for our files at our sole cost and expense, to be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the closing of each transaction.

ELECTRONIC COMMUNICATION AND STORAGE

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Respectfully yours,

McCall, Parkhurst & Horton L.L.P.

By 
Dan S. Culver

Accepted and Approved

City of Friendswood, Texas

By: _____
Its: Mayor
Date: May 4, 2020

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 27, 2020

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS" herein.

The Bonds will **NOT** be designated as "Qualified Tax-Exempt Obligations for Financial Institutions."

NEW ISSUE: BOOK-ENTRY-ONLY

RATINGS: S&P Global Ratings. " " "

See "SALE AND DISTRIBUTION OF THE BONDS – Municipal Bond Ratings"

\$9,620,000*

CITY OF FRIENDSWOOD, TEXAS

(A home rule city of the State of Texas located within Galveston and Harris Counties)

GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2020

Dated: June 1, 2020

Due: March 1, as shown below

Interest Accrual Date: Delivery Date

Principal of and interest on the \$9,620,000* City of Friendswood, Texas, General Obligation and Refunding Bonds, Series 2020 (the "Bonds") are payable by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, the initial paying agent/registrant (the "Paying Agent/Registrar"). The Bonds are initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS - Book-Entry-Only System" herein.

Interest on the Bonds will accrue from the date of their initial delivery to the initial purchaser thereof named below (the "Underwriter"), and is payable on September 1 and March 1 of each year, commencing September 1, 2020, to the registered owners (initially Cede & Co.) appearing on the registration books of the Paying Agent/Registrar on the 15th day of the month preceding each interest payment date. Interest accruing on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months. See "THE BONDS - Description."

The Bonds, when issued, will constitute valid and binding obligations of the City of Friendswood, Texas (the "City") and will be payable from the proceeds of a continuing, direct annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City. See "THE BONDS - Source of Payment."

The Bonds are issued pursuant to the Constitution and general laws of the State of Texas, particularly Chapters 1207 and 1331, Texas Government Code, as amended, and, with respect to Bonds issued for drainage and public works facility improvements, an election held within the City on November 5, 2019. In addition, the Bonds will be issued pursuant to an ordinance to be approved by the City Council of the City on May 4, 2020. See "THE BONDS – Authorization of the Bonds."

PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND PRICES (Due March 1)

Maturity March 1	Principal Amount*	Interest Rate	Initial Reoffering Yield (a)	CUSIP Nos. 358568 (b)	Maturity March 1	Principal Amount*	Interest Rate	Initial Reoffering Yield (a)	CUSIP Nos. 358568 (b)
2021	\$800,000	%	%		2036(c)	\$325,000	%	%	
2022	190,000				2037(c)	335,000			
2023	190,000				2038(c)	350,000			
2024	215,000				2039(c)	365,000			
2025	215,000				2040(c)	380,000			
2026	240,000				2041(c)	260,000			
2027	210,000				2042(c)	270,000			
2028	220,000				2043(c)	280,000			
2029	230,000				2044(c)	290,000			
2030	240,000				2045(c)	305,000			
2031(c)	255,000				2046(c)	315,000			
2032(c)	415,000				2047(c)	330,000			
2033(c)	425,000				2048(c)	340,000			
2034(c)	445,000				2049(c)	355,000			
2035(c)	460,000				2050(c)	370,000			

* Preliminary, subject to change.

(a) The initial yields will be established by and are the sole responsibility of the Underwriter.

(b) CUSIP numbers have been assigned to the Bonds by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association, and are included solely for the convenience of the registered owners of the Bonds. Neither the City, the Financial Advisor, nor the Underwriter are responsible for the selection or correctness of the CUSIP numbers set forth herein.

(c) The Bonds maturing on March 1, 2031* and thereafter are subject to redemption on March 1, 2030* or any date thereafter, at the option of the City, at the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption. See "THE BONDS - Redemption Provisions."

Proceeds of the sale of the Bonds will be used for (i) drainage improvement projects within the City; (ii) designing, constructing, improving and expanding the municipal public works facility; (iii) refunding certain outstanding obligations of the City as more specifically described in "SCHEDULE D – SCHEDULE OF REFUNDED OBLIGATIONS" herein (the "Refunded Obligations"); and (iv) payment of the costs of issuance of the Bonds. See "THE BONDS - Use of Proceeds" and "- Sources and Uses of Funds."

The Bonds are offered when, as and if issued, subject to the approving opinion of the Attorney General of the State of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel for the City, as to the validity of the issuance of the Bonds under the Constitution and laws of the State of Texas. See "LEGAL MATTERS." Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig LLP, Houston, Texas, as counsel to the Underwriter. Initial delivery of the Bonds through DTC is expected to be on or about June 4, 2020.

FHN FINANCIAL CAPITAL MARKETS

* Preliminary, subject to change.

USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended ("Rule 15c2-12"), and in effect on the date of this Official Statement, this document constitutes an Official Statement of the City with respect to the Bonds that has been "deemed final" by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

This document, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "final official statement" of the City with respect to the Bonds, as such term is defined in Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the condition of the City or other matters described herein since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

NEITHER THE CITY, THE FINANCIAL ADVISOR NOR THE UNDERWRITER MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING DTC OR ITS BOOK-ENTRY-ONLY SYSTEM.

THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED AS A SUMMARY OF THIS OFFERING. INVESTORS SHOULD READ THIS ENTIRE OFFICIAL STATEMENT, INCLUDING THE ATTACHED APPENDICES, TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS ARE EXEMPT FROM REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND CONSEQUENTLY HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THE BONDS HAVE BEEN REGISTERED, QUALIFIED, OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

All information contained in this Official Statement is subject, in all respects, to the complete body of information contained in the original sources thereof and no guaranty, warranty, or other representation is made concerning the accuracy or completeness of the information herein. In particular, no opinion or representation is rendered as to whether any projection will approximate actual results, and all opinions, estimates and assumptions, whether or not expressly identified as such, should not be considered statements of fact.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this official statement for purposes of, and as that term is defined in, Rule 15c2-12.

TABLE OF CONTENTS

INTRODUCTORY STATEMENT.....	4	Analysis of Tax Base.....	24
SALE AND DISTRIBUTION OF THE BONDS.....	4	Sales Tax.....	25
Underwriting.....	4	SELECTED FINANCIAL DATA.....	26
Prices and Marketability.....	4	Historical Operations of the City's	
Securities Laws.....	5	General Fund	26
Municipal Bond Ratings	5	General Fund and Debt Service Fund	
OFFICIAL STATEMENT SUMMARY.....	6	Balance for the Past Five Fiscal	
INTRODUCTION.....	8	Years	26
THE BONDS.....	8	Pension Fund	26
Description.....	8	Financial Statements.....	27
Redemption Provisions	8	ADMINISTRATION OF THE CITY.....	27
Mandatory Redemption.....	9	Mayor and City Council.....	27
Notice of Redemption	9	Administration.....	27
Book-Entry-Only System.....	9	Consultants	28
Successor Paying Agent/Registrar	11	LEGAL MATTERS.....	28
Source of Payment.....	11	Legal Opinion.....	28
Tax Rate Limitations	11	No-Litigation Certificate	29
Use of Proceeds	11	No Material Adverse Change.....	29
Refunded Obligations.....	11	TAX MATTERS.....	29
Authorization of the Bonds	12	Opinion	29
Sources and Uses of Funds	12	Federal Income Tax Accounting	
Amendments.....	12	Treatment of Original Issue	
Defeasance.....	13	Discount.....	29
Future Debt.....	13	Collateral Federal Income Tax	
Other Obligations	14	Consequences	30
Legal Investments in Texas.....	14	Information Reporting and Backup	
Remedies in the Event of Default	14	Withholding.....	31
INVESTMENT AUTHORITY AND		Future and Proposed Legislation.....	31
INVESTMENT OBJECTIVES OF THE		State, Local and Foreign Taxes.....	31
CITY	15	CONTINUING DISCLOSURE OF	
Legal Investments.....	15	INFORMATION.....	31
Investment Policies.....	16	Annual Reports	31
Current Investments	17	Notice of Certain Events	32
Additional Provisions	17	Availability of Information	32
CITY TAX DEBT	17	Limitations and Amendments	32
Tax Supported Debt Statement	17	Compliance With Prior Undertakings.....	33
Bonded Indebtedness Payable from Ad		SEVERE WEATHER EVENTS	33
Valorem Taxes	17	INFECTIOUS DISEASE OUTBREAK –	
Pro-Forma Tax Supported Debt Service		COVID-19	33
Schedule.....	18	VERIFICATION OF ARITHMETICAL	
Estimated Overlapping Debt.....	19	COMPUTATIONS.....	34
Debt Ratios	19	FINANCIAL ADVISOR	34
TAX DATA	19	GENERAL CONSIDERATIONS.....	34
Ad Valorem Property Taxation.....	19	Sources and Compilation of Information.....	34
Public Hearing and Maintenance and		Forward Looking Statements.....	34
Operation Tax Rate Limitations.....	21		
Debt Tax Rate Limitations	22		
Levy and Collection of Taxes	22		
City's Rights in the Event of Tax			
Delinquencies	23		
Historical Analysis of Tax Collection.....	23		
		APPENDIX A – Economic and Demographic Characteristics	
		APPENDIX B – Audited Financial Statements of the City	
		APPENDIX C – Form of Bond Counsel Opinion	
		APPENDIX D – Schedule of Refunded Obligations	

\$9,620,000*

CITY OF FRIENDSWOOD, TEXAS

(A home rule city of the State of Texas located within Galveston and Harris Counties)

GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2020

INTRODUCTORY STATEMENT

Information contained in this Official Statement, including Appendices A and B, has been obtained from the City of Friendswood, Texas (the "City") in connection with the offering by the City of its \$9,620,000* General Obligation Improvement and Refunding Bonds, Series 2020 (the "Bonds") identified on the cover page hereof.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

SALE AND DISTRIBUTION OF THE BONDS

Underwriting

FHN Financial Capital Markets (the "Underwriter") has agreed to purchase the Bonds from the City for \$ _____ (being the principal amount of the Bonds, plus a premium on the Bonds of \$ _____ and less an Underwriter's discount of \$ _____). The Underwriter's obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds may be offered and sold to certain dealers and others at prices lower than such public offering prices, and the public prices of some Bonds may be changed, from time to time, by the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.

FHN Financial Capital Markets is a division of First Horizon Bank and First Horizon Advisors, Inc., is a wholly owned subsidiary of First Horizon Bank. FHN Financial Capital Markets has entered into a distribution agreement with First Horizon Advisors, Inc., for the distribution of the offered Bonds at the original issue prices. Such arrangement generally provides that FHN Financial Capital Markets will share a portion of its underwriting compensation or selling concession with First Horizon Advisors, Inc.

As of close of business on October 25, 2019, FHN Financial, formerly known as FTN Financial, changed its name to FHN Financial in connection with the overall rebranding by First Horizon National Corporation (NYSE: FHN), to align the branding of all of its divisions and subsidiaries around the First Horizon name.

On November 4, 2019 First Horizon and Iberia Bank announced its intention to enter into a merger, pending regulatory approval, creating a leading regional financial services company. The new company will retain the First Horizon name and will have its headquarters in Memphis, TN, while maintaining a significant operating presence in all of the markets in which both companies operate today. The transaction is expected to be completed in the second quarter of 2020, following the satisfaction of closing conditions, including approval by shareholders of both companies. Until all conditions, including regulatory approvals are provided, First Horizon and IberiaBank will continue to be separate, independent companies and until transaction closing, both companies will operate as they do today.

Prices and Marketability

The delivery of the Bonds is conditioned upon the receipt by the City of a certificate executed and delivered by the Underwriter on or before the date of delivery of the Bonds stating the prices at which a substantial amount of the Bonds of each maturity have been, or were expected to be, sold to the public. For this purpose, the term "public" shall not include any person who is a bondhouse, broker or similar person acting in the capacity of underwriter or wholesaler. The City has no control over trading of the Bonds after a bona fide public offering of the Bonds is made by the Underwriter at the yields specified on the cover page. Information concerning reoffering yields or prices is the responsibility of the Underwriter.

* Preliminary, subject to change.

The prices and other terms respecting the offering and sale of certain of the Bonds may be changed from time to time by the Underwriter after the Bonds are released for sale, and such Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Securities Laws

No registration statement relating to the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities acts of any jurisdiction. The City assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such jurisdictions.

Municipal Bond Ratings

In connection with the sale of the Bonds, the City has made application to S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"), for a rating on the Bonds, and a rating of "___" has been assigned. An explanation of the significance of such rating may be obtained from S&P. The rating reflects only the view of S&P, and the City makes no representation as to the appropriateness of such rating.

There is no assurance that such rating will continue for any period of time or that such rating will not be revised downward or withdrawn entirely by S&P, if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

[Remainder of Page Intentionally Left Blank]

OFFICIAL STATEMENT SUMMARY

The following material is a summary of certain information contained herein and is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement. The reader should refer particularly to sections that are indicated for more complete information.

The Issuer	The City of Friendswood, Texas (the "City") is a political subdivision and home rule city of the State of Texas located primarily within Galveston County with a small portion in Harris County, Texas. See "ADMINISTRATION OF THE CITY" and "APPENDIX A – Economic and Demographic Characteristics of the City" herein.
The Bonds.....	The Bonds shall mature on the dates and in the amounts set forth on the cover page of this Official Statement. Interest on the Bonds will accrue from the date of their initial delivery to the Underwriter of the Bonds and will be payable on September 1, 2020 and semiannually thereafter on each succeeding March 1 and September 1 of each year until the earlier of stated maturity or prior redemption (see "THE BONDS – Description").
Other Characteristics	The Bonds are issued in fully registered form in integral multiples of \$5,000. The Bonds maturing on and after March 1, 2031* are subject to redemption on March 1, 2030* or any date thereafter, in whole or in part, at the option of the City, at a price of the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption. See "THE BONDS - Redemption Provisions."
Authority.....	The Bonds are issued pursuant to the Constitution and general laws of the State of Texas, particularly Chapters 1207 and 1331, Texas Government Code, as amended, and, with respect to Bonds issued for drainage and public works facility improvements, an election held within the City on November 5, 2019. In addition, the Bonds will be issued pursuant to an ordinance to be approved by the City Council of the City on May 4, 2020. See "THE BONDS – Authorization of the Bonds."
Paying Agent/Registrar.....	The initial paying agent/registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"). The City intends to use the book-entry-only system of The Depository Trust Company ("DTC"), but reserves the right on its behalf or on behalf of the DTC to discontinue use of such system. (See "THE BONDS - Book-Entry-Only System.")
Source of Payment.....	The Bonds, when issued, will constitute valid and binding obligations of the City and will be payable from the proceeds of a continuing, direct annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City. See "THE BONDS - Source of Payment."
Use of Proceeds	Proceeds of the sale of the Bonds will be used for (i) drainage improvement projects within the City; (ii) designing, constructing, improving and expanding the municipal public works facility; (iii) refunding certain outstanding obligations of the City as more specifically described in "SCHEDULE D – SCHEDULE OF REFUNDED OBLIGATIONS" herein (the "Refunded Obligations"); and (iv) payment of the costs of issuance of the Bonds. See "THE BONDS - Use of Proceeds" and "- Sources and Uses of Funds."
Ratings.....	S&P Global Ratings....." ____"
Tax Exemption	In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS" herein. See "APPENDIX C." The Bonds will <u>NOT</u> be designated as "Qualified Tax-Exempt Obligations for Financial Institutions."

* Preliminary, subject to change.

- Selected Financial Information -
(Unaudited)

2019 Certified Taxable Assessed Valuation \$ 3,690,585,683 (a)
(100% of market value as of January 1, 2019)

Direct Debt:

Outstanding Tax Supported Debt (as of April 1 2020).....	\$ 50,275,000
Plus: The Bonds.....	9,620,000 *
Less: The Refunded Obligations	(2,970,000)*
Less: Self-Supporting General Obligation Debt.....	<u>(22,400,000)(b)</u>
Total Tax Supported Debt	<u>\$ 34,525,000</u>

Estimated Overlapping Debt..... \$ 161,182,189

Direct and Estimated Overlapping Debt..... \$ 195,707,189

Debt Service Fund Balance (unaudited, as of March 31, 2020) \$ 661,092

	% of 2019 Certified Taxable Assessed Valuation	2020 Estimated Population (41,253)
Debt Ratios:		
Direct Tax Supported Debt.....	0.94%	\$ 837
Direct Tax Supported and Estimated Overlapping Debt.....	5.30%	\$4,744

2019 Tax Rate (per \$100 of Assessed Valuation)

Maintenance and Operation.....	\$ 0.432160
Debt Service	<u>0.089279</u>
Total	<u>\$ 0.521439</u>

Estimated Annual Debt Service Requirements: (c)

Average (Fiscal Years 2020-2050).....	\$ 1,589,271
Maximum (2026).....	\$ 3,406,206

Tax Collections:

Arithmetic Average, Tax Years (2014-2018) - Current Year Collections	99.23%
- Total Collections.....	99.71%

* Preliminary, subject to change.

- (a) Provided by the Galveston County Appraisal District and Harris County Appraisal District (the "Appraisal Districts") and net of exemptions.
- (b) Debt supported by funds provided by the City's Waterworks and Sewer System.
- (c) Includes the Bonds and excludes the Refunded Obligations and the debt supported by the Waterworks and Sewer System revenues.

INTRODUCTION

This Official Statement and the Appendices hereto provide certain information with respect to the issuance by the City of Friendswood, Texas (the "City") in connection with the offering by the City of its \$9,620,000* General Obligation Improvement and Refunding Bonds, Series 2020 (the "Bonds").

The Bonds, when issued, will constitute valid and binding obligations of the City and will be payable from the proceeds of a continuing, direct annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City. See "THE BONDS - Source of Payment."

There follows in this Official Statement descriptions of the Bonds, the plan of financing, and certain information about the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City upon request. Certain capitalized terms used in this Official Statement have the same meanings assigned to such terms in the ordinance authorizing the Bonds (the "Ordinance"), except as otherwise indicated herein.

THE BONDS

Description

The Bonds are dated June 1, 2020 and interest on the Bonds will accrue from the date of initial delivery to the Underwriter. Interest is payable initially on September 1, 2020, and each March 1 and September 1 thereafter until the earlier of maturity or prior redemption. Interest accruing on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months. The Bonds are issued in fully registered form in denominations of \$5,000 each or any multiple thereof. Principal of the Bonds is payable at the principal payment office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"). Interest on the Bonds will be payable by check, dated as of the interest payment date, and mailed by the Paying Agent/Registrar to registered owners as shown on the records of the Paying Agent/Registrar. The Bonds initially will be registered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described below.

In the event the Book-Entry-Only-System is discontinued, the Bonds will be printed and delivered to the registered owners thereof, and thereafter the Bonds may be transferred and exchanged on the bond register kept by the Paying Agent/Registrar upon surrender and reissuance. The Bonds are exchangeable for an equal principal amount of Bonds of the same maturity in any authorized denomination upon surrender of the Bonds to be exchanged at the principal payment office of the Paying Agent/Registrar. No service charge will be made for any transfer, but the City may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith. The Paying Agent/Registrar shall not be required to make any transfer or exchange of any Bonds during the period commencing with the close of business on any Record Date (defined below) and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

The record date (the "Record Date") for the interest payable on any interest payment date means the 15th day of the month next preceding such interest payment date.

It will be required that all transfers be made within three business days after request and presentation.

The City has agreed to replace mutilated, destroyed, lost or stolen Bonds upon surrender of the mutilated Bonds, or receipt of satisfactory evidence of such destruction, loss or theft, and receipt by the City and the Paying Agent/Registrar of security or indemnity to keep them harmless. The City may require payment of taxes, governmental charges and other expenses in connection with any such replacement.

Redemption Provisions

The Bonds maturing on March 1, 2031* and thereafter are subject to optional redemption prior to maturity, in whole or in part, on March 1, 2030*, or any date thereafter, at the option of the City at a price equal to the principal amount thereof plus accrued interest from the most recent interest payment date to the date of redemption. If less than all of the Bonds are redeemed at any time, the maturities of such Bonds to be redeemed shall be selected by the City. If less than all of a maturity of the Bonds is to be redeemed, the Paying Agent/Registrar (or DTC while the Bonds are in Book-Entry-Only form) shall determine by lot or other random selection method the Bonds, or portions thereof, within such maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

* Preliminary, subject to change.

Mandatory Redemption

If principal amounts designated in the serial maturity schedule herein are combined to create Term Bonds, each such Term Bond shall be subject to mandatory sinking fund redemption commencing on March 1 of the first year which has been combined to form such Term Bond and continuing on March 1 in each year thereafter until the stated maturity date of that Term Bond. Term Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par and shall be selected by lot, or other customary random selection method, from and among the Term Bonds then subject to redemption. The City, at its option, may credit against any mandatory redemption requirement Term Bonds of the maturity then subject to redemption which have been purchased and canceled by the City or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Notice of Redemption

Not less than 30 days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Bonds to be redeemed, in whole or in part at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar. **ANY NOTICE OF REDEMPTION SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN IRRESPECTIVE OF WHETHER RECEIVED BY THE BONDHOLDER, AND, SUBJECT TO PROVISION FOR PAYMENT OF THE REDEMPTION PRICE HAVING BEEN MADE AND THE SATISFACTION OF ANY OTHER CONDITION SPECIFIED IN THE NOTICE, INTEREST ON THE REDEEMED BONDS SHALL CEASE TO ACCRUE FROM AND AFTER SUCH REDEMPTION DATE NOTWITHSTANDING THAT A BOND HAS NOT BEEN PRESENTED FOR PAYMENT.**

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed has been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the City will not redeem such Bonds, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Bonds have not been redeemed.

Book-Entry-Only System

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor and the Underwriter believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.

The City, the Financial Advisor and the Underwriter cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of each such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-

entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as in the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Use of Certain Terms in Other Sections of this Official Statement

In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and, (ii) except as described above, notices that are to be given to registered owners under the Ordinance will be given only to DTC.

Successor Paying Agent/Registrar

Provision is made in the Ordinance for replacing the Paying Agent/Registrar. If the City replaces the Paying Agent/Registrar, such Paying Agent/Registrar shall, promptly upon the appointment of a successor, deliver the Paying Agent/Registrar's records to the successor paying agent/registrar (the "Successor Paying Agent/Registrar"), and the Successor Paying Agent/Registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any Successor Paying Agent/Registrar selected by the City shall be a commercial bank or trust company organized under the laws of the United States or any state and duly qualified and legally authorized to serve and perform the duties of the Paying Agent/Registrar for the Bonds.

Source of Payment

The Bonds, when issued, will constitute valid and binding obligations of the City and will be payable from the proceeds of a continuing, direct annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City.

Tax Rate Limitations

Article XI, Section 5 of the Texas Constitution, provides for an overall limitation for Home Rule Cities, including the City, of \$2.50 per \$100 assessed valuation for all purposes, including the payment of debt service. The Attorney General of Texas follows a policy, with respect to Home Rule Cities which have such a \$2.50 limitation, of approving ad valorem tax bonds only to the extent that all of such city's ad valorem tax debt can be serviced by a debt service tax rate of \$1.50 at 90% collection.

Use of Proceeds

Proceeds of the sale of the Bonds will be used for (i) drainage improvement projects within the City; (ii) designing, constructing, improving and expanding the municipal public works facility; (iii) refunding certain outstanding obligations of the City as more specifically described in "SCHEDULE D – SCHEDULE OF REFUNDED OBLIGATIONS" herein (the "Refunded Obligations"); and (iv) payment of the costs of issuance of the Bonds.

Refunded Obligations

The principal of, premium, if any, and interest on the Refunded Obligations are to be paid on the scheduled payment dates as described in "SCHEDULE D – SCHEDULE OF REFUNDED OBLIGATIONS" attached hereto from funds to be deposited with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, the paying agent for the Refunded Obligations. The Ordinance provides that the City will deposit certain proceeds of the sale of the Bonds along with other lawfully available funds of the City, if any are required, with the paying agent for the Refunded Obligations in the amount necessary to accomplish the discharge and final payment of the Refunded Obligations. Such funds will be held by the paying agent for the Refunded Obligations and will be irrevocably pledged to the payment of principal of, premium, if any, and interest on the Refunded Obligations.

Robert Thomas CPA, LLC, certified public accountants, will verify at the time of delivery of the Bonds that the funds deposited with the paying agent for the Refunded Obligations will be sufficient to pay, when due, the principal of, premium, if any, and interest on the Refunded Obligations on their scheduled redemption date. The funds deposited with the paying agent for the Refunded Obligations for the purpose of paying the Refunded Obligations will not be available to pay debt service on the Bonds. See "VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS."

By the deposit of the proceeds of the Bonds and other lawfully available funds of the City, if any, with the paying agent for the Refunded Obligations, the City will have effected the defeasance of the Refunded Obligations pursuant to the terms of Chapter 1207, and the ordinances authorizing the issuance of the Refunded Obligations. As a result of such defeasance, the Refunded Obligations will be outstanding only for the purpose of receiving payments from the funds held for such purpose by the paying agent for the Refunded Obligations, and the Refunded Obligations will no longer be deemed outstanding obligations of the City payable from the sources and secured in the manner provided in the ordinance authorizing their issuance or for any other purpose.

Authorization of the Bonds

The Bonds are issued pursuant to the Constitution and general laws of the State of Texas, particularly Chapters 1207 and 1331, Texas Government Code, as amended, and, with respect to Bonds issued for drainage and public works facility improvements, an election held within the City on November 5, 2019 (the "Election"). In addition, the Bonds will be issued pursuant to an ordinance to be approved by the City Council of the City on May 4, 2020, which will specifically authorize the sale and issuance of the Bonds. The Bonds constitute the first installment of the total authorization of \$52,100,000 of tax bonds approved at the Election.

The following table illustrates the tax bonds authorized, issued, and remaining authorized after the sale of the Bonds.

Purpose	Amount Authorized	Issued to Date	The Bonds (a)	Authorized But Unissued
Public Works Facilities	\$ 2,000,000	\$0	\$2,000,000	\$ 0
Public Safety	9,100,000	0	0	9,100,000
Drainage	41,000,000	0	6,000,000	35,000,000
	<u>\$52,100,000</u>	<u>\$0</u>	<u>\$8,000,000</u>	<u>\$44,100,000</u>

(a) Preliminary, subject to change. Includes an estimated \$7,000,000 par amount of the Bonds and a portion of the estimated premium in the amount of \$1,000,000 generated on the sale of the Bonds and applied against voter authorization.

Sources and Uses of Funds

The proceeds from the sale of the Bonds will be applied approximately as follows:

SOURCES OF FUNDS:

Principal Amount of Bonds	\$
[Net] Premium on the Bonds	
Total Sources of Funds	<u>\$</u>

USES OF FUNDS

Deposit to Construction Fund	\$
Defeasance Deposit for the Refunded Obligations	
Deposit of Capitalized Interest to Interest and Sinking Fund	
Expenses:	
Underwriter's Discount	\$
Other Issuance Expenses	
Total Uses of Funds	<u>\$</u>

Amendments

In the Ordinance, the City has reserved the right to amend the Ordinance without the consent of any holder of the Bonds for the purpose of amending or supplementing the Ordinance to (i) cure any ambiguity, defect or omission therein that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of the Ordinance that do not materially adversely affect the interests of the holders, (iv) qualify the Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect or (v) make such other provisions in regard to matters or questions arising under the Ordinance that are not inconsistent with the provisions thereof and which, in the opinion of Bond Counsel for the City, do not materially adversely affect the interests of the holders.

The Ordinance further provides that the majority of owners of the Bonds shall have the right from time to time to approve any amendment not described above to the Ordinance if it is deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in principal amount of the then outstanding

Bonds so affected, no amendment may be made for the purpose of: (i) making any change in the maturity of any of the outstanding Bonds; (ii) reducing the rate of interest borne by any of the outstanding Bonds; (iii) reducing the amount of the principal payable on any outstanding Bonds; (iv) modifying the terms of payment of principal or interest on outstanding Bonds or imposing any condition with respect to such payment; or (v) changing the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment. Reference is made to the Ordinance for further provisions relating to the amendment thereof.

Defeasance

The Ordinance provides for the defeasance of the Bonds when payment of the principal amount of the Bonds plus interest accrued on the Bonds to their due date (whether such due date be by reason of stated maturity, redemption or otherwise), is provided by irrevocably depositing with a paying agent, or other authorized escrow agent, in trust (1) money in an amount sufficient to make such payment and/or (2) Defeasance Securities, that will mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Bonds, and thereafter the City will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. The City has additionally reserved the right, subject to satisfying the requirements of (1) and (2) above, to substitute other Defeasance Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. The Ordinance provides that "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds. Current State law permits defeasance with the following types of securities: (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City authorizes the defeasance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Ordinance does not contractually limit such investments, registered owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used for defeasance purposes or that for any other Defeasance Security will be maintained at any particular rating category.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the City to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Future Debt

After the sale of the Bonds, the City will have \$44,100,000* voter authorized but unissued general obligation bonds. Depending on the rate of development within the City, changes in assessed valuation, and the amounts, interest rates, maturities and time of issuance of additional bonds or certificates of obligation, increases in the City's annual ad valorem tax rate may be required to provide for the payment of the principal of and interest on the City's outstanding bonds, the Bonds, and such future tax-supported debt of the City.

* Preliminary, subject to change.

Other Obligations

The following obligations, among others, may be issued by the City:

- Ad valorem tax-supported debt may be issued to finance capital improvements and to refund obligations previously issued for such purpose. A majority vote of the qualified voters is ordinarily required to authorize the issuance of ad valorem tax-supported debt, other than refunding bonds, certificates of obligation, tax anticipation notes, and public property finance contractual obligations.
- Certificates of obligation may be issued for the purpose of paying contractual obligations incurred in the construction of public works or the purchase of land, materials, and other supplies or services for the City's needs and for professional services without an election except under certain circumstances. The certificates of obligation may be refunded by ad valorem tax-supported bonds without an election. In addition, the City may issue certificates of obligation with a pledge of both tax and revenues derived from the operation of the facility to be acquired, or from any other lawful source, provided that the City otherwise has the right to pledge the revenues involved. Authority for the issuance of certificates of obligation is subject to notice by publication and right of referendum by the voters.
- Contractual obligations, generally to finance personal property, and tax anticipation notes payable from ad valorem taxes; may be issued for capital improvements. The contractual obligations and tax anticipation notes may be refunded by ad valorem tax-supported bonds without an election. The issuance of contractual obligations and tax anticipation notes does not require publication of notice or voter approval. Tax anticipation notes are limited to seven years' amortization or less.
- Revenue bonds may be issued for certain purposes which include the financing of the water, municipal drainage and sanitary sewer system, electric and gas systems, convention centers, airports and parking systems, and other economic development projects. The revenue bond indebtedness is not considered in determining the legal debt margin on ad valorem tax-supported obligations. Revenue bond indebtedness, in certain cases, can be refunded by ad valorem tax-supported bonds without an election.
- In addition to voted tax debt, the City has the legal authority to issue other debt obligations which could include certificates of obligation, public property finance contractual obligations, limited tax notes, revenue bonds, lease purchase agreements, tax anticipation notes, bond anticipation notes, certificates of participation, or traditional bank loans, all without an election.

Legal Investments in Texas

Pursuant to the Texas Public Securities Procedures Act, Chapter 1201, Texas Government Code, as amended, the Bonds, whether rated or unrated, are (a) legal investments for insurance companies, fiduciaries and trustees and (b) legal investments for the sinking funds of political subdivisions or public agencies of the State. Most political subdivisions in the State of Texas are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and such political subdivisions may impose a requirement consistent with such act that the Bonds have a rating of not less than "A" or its equivalent to be legal investments for such entity's funds. The Bonds are eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended, to secure deposits of public funds of the State or any political subdivision or public agency of the State and are lawful and sufficient security for those deposits to the extent of their market value. Again, political subdivisions in the State of Texas may impose a requirement that the Bonds have a rating of not less than "A" or its equivalent to be eligible to serve as collateral for their funds.

The City has not made any investigations of any other laws, rules, regulations or investment criteria that might affect the suitability of the Bonds for any of the above purposes or limit the authority of any of the above entities or persons to purchase or invest in the Bonds.

Remedies in the Event of Default

The Ordinance establishes specific events of default with respect to the Bonds, and provides that if the City defaults in the payment of principal or interest on the Bonds when due, or if it fails to make payments into any fund or funds created in the Ordinance, or defaults in the observation or performance of any other covenants, conditions, or Bonds set forth in the Ordinance and the continuation thereof for a period of 60 days after notice of default is given by the City by any owner, the registered owners may seek a writ of mandamus to compel City officials to carry out their legally imposed duties with respect to the Bonds, if there is no other available remedy at law to compel performance of the Bonds or the Ordinance covenants and the City's Bonds are not uncertain or disputed. The issuance of a writ of mandamus is controlled by equitable principles and rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the

remedy of mandamus may have to be relied upon from year to year. The Ordinance does not provide for the appointment of a trustee to represent the interest of the bondholders upon any failure of the City to perform in accordance with the terms of the Ordinance, or upon any other condition and accordingly all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the registered owners. The Texas Supreme Court has ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages, owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or Ordinance covenants. Even if a judgment against the City could be obtained, it could not be enforced by direct levy and execution against the City's property. Further, the registered owners cannot themselves foreclose on property within the City or sell property within the City to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. Furthermore, the City is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or bondholders of an entity which has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Ordinance and the Bonds are qualified with respect to the customary rights of debtors relative to their creditors, by general principles of equity which permit the exercise of judicial discretion and by governmental immunity.

INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE CITY

The City invests its investable funds in investments authorized by Texas law in accordance with investment policies approved by the Mayor and Council of the City. Both state law and the City's investment policies are subject to change.

Legal Investments

Under State law, the City is authorized to invest in: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (the "FDIC") or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed, or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund (the "NCUSIF") or their respective successors; (8) interest-bearing banking deposits, other than those described in clause (7), that (i) are invested through a broker or institution with a main office or branch office in this state and selected by the City in compliance with the PFIA, (ii) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the City's account, (iii) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States, and (iv) the City appoints as its custodian of the banking deposits, in compliance with the PFIA, the institution in clause (8)(i) above, a bank, or a broker-dealer; (9) certificates of deposit and share certificates meeting the requirements of the PFIA (i) that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the FDIC or the NCUSIF, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8), above, or secured in accordance with Chapter 2257, Texas Government Code, or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through a broker or institution that has a main office or branch office in the State and selected by the City in compliance with the PFIA, (b) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (d) the City appoints, in compliance with the PFIA, the institution in clause (9)(ii)(a) above, a bank, or broker-dealer as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination

date, are secured by a combination of cash and obligations described by clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with a stated maturity of 270 days or less, if the short-term obligations of the accepting bank, or of the holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 270 days or less that is rated at least A-1 or P-1 or an equivalent by either (i) two nationally recognized credit rating agencies, or (ii) one nationally recognized credit rating agency if the commercial paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (13) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission and complies with Securities and Exchange Commission Rule 2a-7; (14) no-load mutual funds that are registered and regulated by the Securities and Exchange Commission that have a weighted maturity of less than two years and either (i) have a duration of one year or more and are invested exclusively in obligations approved in this paragraph, or (ii) have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset backed securities; (15) guaranteed investment contracts that have a defined termination date and are secured by obligations described in clause (1), excluding obligations which the City is explicitly prohibited from investing in, and in an amount at least equal to the amount of bond proceeds invested under such contract; and (16) securities lending programs if (i) the securities loaned under the program are 100% collateralized, including accrued income, (ii) a loan made under the program allows for termination at any time, (iii) a loan made under the program is either secured by (a) obligations described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent, or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool, (iv) the terms of a loan made under the program require that the securities being held as collateral be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party designated by the City, (v) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State, and (vi) the agreement to lend securities has a term of one year or less.

Investment Policies

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly, the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City; (2) that all investment officers jointly prepared and signed the report, (3) the beginning and the ending market value for each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it related to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the Mayor and Council of the City.

The City's policies require investments in accordance with applicable state law. The City's Statement of Investment Policy does not exclude any investments allowable under State law described above under "Legal Investments." The City generally invests in certificates of deposit, money market accounts and obligations of the United States or its agencies and instrumentalities.

Current Investments

The City's investment balances on March 31, 2020 were as follows:

	Principal Invested	Market Value	Book Value
Government Securities	\$12,000,000	\$12,127,958	\$12,127,958
Investment Pool	42,017,803	42,017,803	42,017,803
Total Portfolio	<u>\$54,017,803</u>	<u>\$54,145,761</u>	<u>\$54,145,761</u>

Additional Provisions

Under Texas law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the Mayor and Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (5) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict the investment in mutual funds in the aggregate to no more than 80% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service and further restrict the investment in non-money market mutual funds of any portion of bond proceeds, reserves and funds held for debt service and to not more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; and (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements.

CITY TAX DEBT

Tax Supported Debt Statement

The following tables and calculations relate to the Bonds and to all other tax-supported debt of the City. In addition to outstanding certificates and bonds, the City also has issued revenue bonds and has incurred contractual and other indebtedness and liabilities which are not included below. The City and various other political subdivisions of government which overlap all or a portion of the City are empowered to incur debt to be paid from revenues raised or to be raised by taxation against all or a portion of property within the City.

Bonded Indebtedness Payable from Ad Valorem Taxes

2019 Certified Taxable Assessed Valuation.....	\$ 3,690,585,683 (a)
(100% of market value as of January 1, 2019)	
Direct Debt:	
Outstanding Tax Supported Debt (as of April 1 2020).....	\$ 50,275,000
Plus: The Bonds.....	9,620,000 *
Less: The Refunded Obligations	(2,970,000)*
Less: Self-Supporting General Obligation Debt.....	(22,400,000)(b)
Total Tax Supported Debt	<u>\$ 34,525,000</u>
Debt Service Fund Balance (Unaudited, as of March 31, 2020)	<u>\$ 661,092</u>

* Preliminary, subject to change.

(a) Provided by the Galveston County Appraisal District and Harris County Appraisal District (the "Appraisal Districts") and net of exemptions.

(b) Debt supported by funds provided by the Waterworks and Sewer System.

Pro-Forma Tax Supported Debt Service Schedule

The following sets forth the principal and interest on the City's Outstanding Tax Supported Debt, plus the principal and estimated interest on the Bonds.

FY Ending 9/30	Current Total Debt Service (a)	Less: Debt Service on the Refunded Bonds*	Plus: The Bonds*		Total Debt Service Requirements
			Principal*	Interest (b)	
2020	\$ 2,897,281	\$ 62,063		\$ 99,639	\$ 2,934,858
2021	2,986,231	873,825	\$ 800,000	392,300	3,304,706
2022	3,077,606	235,625	190,000	367,550	3,399,531
2023	3,075,319	224,925	190,000	358,050	3,398,444
2024	3,073,406	234,025	215,000	347,925	3,402,306
2025	3,076,219	227,825	215,000	337,175	3,400,569
2026	3,076,731	236,325	240,000	325,800	3,406,206
2027	3,073,128	195,225	210,000	314,550	3,402,453
2028	3,074,369	194,725	220,000	303,800	3,403,444
2029	3,075,794	194,025	230,000	292,550	3,404,319
2030	3,076,450	193,125	240,000	280,800	3,404,125
2031	3,074,350	196,925	255,000	269,700	3,402,125
2032	194,806	194,806	415,000	256,300	671,300
2033	196,731	196,731	425,000	239,500	664,500
2034	193,300	193,300	445,000	222,100	667,100
2035	194,513	194,513	460,000	204,000	664,000
2036			325,000	188,300	513,300
2037			335,000	175,100	510,100
2038			350,000	161,400	511,400
2039			365,000	147,100	512,100
2040			380,000	132,200	512,200
2041			260,000	119,400	379,400
2042			270,000	108,800	378,800
2043			280,000	97,800	377,800
2044			290,000	86,400	376,400
2045			305,000	74,500	379,500
2046			315,000	62,100	377,100
2047			330,000	49,200	379,200
2048			340,000	35,800	375,800
2049			355,000	21,900	376,900
2050			370,000	7,400	377,400
Totals	<u>\$37,416,234</u>	<u>\$3,842,788</u>	<u>\$9,620,000</u>	<u>\$6,079,139</u>	<u>\$49,272,586</u>

Estimated Average Annual Requirements (2020-2050).....	\$1,589,271(c)
Estimated Maximum Annual Requirement (2026).....	\$3,406,206(c)

* Preliminary, subject to change.

(a) Excludes debt supported by Waterworks and Sewer System revenues.

(b) Interest estimated at market rates for illustration purposes only. Preliminary, subject to change.

(c) Includes the Bonds and excludes the Refunded Obligations and the debt supported by the Waterworks and Sewer System revenues. Preliminary, subject to change.

Estimated Overlapping Debt

The following table indicates the indebtedness, defined as outstanding obligations payable from ad valorem taxes, of governmental entities overlapping the City and the estimated percentages and amounts of such indebtedness attributable to property within the City. This information is based upon data secured from the individual jurisdictions and/or the Texas Municipal Reports. Such figures do not indicate the tax burden levied by the applicable taxing jurisdictions for operation and maintenance or for other purposes. The City has not independently verified the accuracy or completeness of the information shown below except for amounts related to the City.

Taxing Jurisdiction	Debt as of March 1, 2020	Overlapping	
		Percent	Amount
Clear Creek Independent School District	\$ 979,890,000	2.91%	\$ 28,514,799
Friendswood Independent School District	85,170,000	100.00	85,170,000
Galveston County	229,269,447	9.53	21,849,378
Harris County (a)	1,885,182,125	0.14	2,639,255
Harris County Department of Education	6,320,000	0.14	8,848
Harris County Flood Control District	83,075,000	0.14	116,305
Harris County Hospital District	55,005,000	0.14	77,007
Port of Houston Authority	572,569,397	0.14	801,597
West Ranch Management District	22,005,000	100.00	22,005,000
TOTAL ESTIMATED OVERLAPPING			\$161,182,189
The City (b)			34,525,000
Total Direct and Estimated Overlapping Debt (b)			\$195,707,189

- (a) Harris County Toll Road Bonds are considered self-supporting and are not included in the amount shown for Harris County.
- (b) Preliminary, subject to change. Includes the Bonds and excludes the Refunded Obligations and the debt supported by the Waterworks and Sewer System revenues.

Debt Ratios

	Direct Debt (a)	Direct and Overlapping Debt (a)
Per 2019 Certified Taxable Assessed Valuation (\$3,690,585,683)	0.94%	5.30%
Per Capita (41,253)	\$837	\$4,744

- (a) Preliminary, subject to change. Includes the Bonds and excludes the Refunded Obligations and the debt supported by the Waterworks and Sewer System revenues.

TAX DATA

Ad Valorem Property Taxation

The following is a summary of certain provisions of State law as it relates to ad valorem taxation and is not intended to be complete. Reference is made to Title I of the Texas Tax Code, as amended (the "Property Tax Code"), for identification of property subject to ad valorem taxation, property exempt or which may be exempted from ad valorem taxation if claimed, the appraisal of property for ad valorem tax purposes, and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

Valuation of Taxable Property. The Property Tax Code provides for countywide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district and an appraisal review board ("Appraisal Review Board") responsible for appraising property for all taxing units within the county. The appraisal of property within the City is the responsibility of the Galveston County Appraisal District and Harris County Appraisal District (collectively, the "Appraisal District"). Except as described below, the Appraisal District is required to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, the Appraisal District is required to consider the cost method of appraisal, the income method of appraisal and the market data comparison method of appraisal, and use the method the chief appraiser of the Appraisal District considers most appropriate. The Property Tax Code requires appraisal districts to reappraise all property in its jurisdiction at least once every

three years. A taxing unit may require annual review at its own expense, and is entitled to challenge the determination of appraised value of property within the taxing unit by petition filed with the Appraisal Review Board.

State law requires the appraised value of an owner's principal residence ("homestead" or "homesteads") to be based solely on the property's value as a homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a homestead to the lesser of (1) the market value of the property or (2) 110% of the appraised value of the property for the preceding tax year plus the market value of all new improvements to the property (the "10% Homestead Cap"). The 10% increase is cumulative, meaning the maximum increase is 10% times the number of years since the property was last appraised.

State law provides that eligible owners of both agricultural land and open-space land, including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity ("Productivity Value"). The same land may not be qualified as both agricultural and open-space land.

The appraisal values set by the Appraisal District are subject to review and change by the Appraisal Review Board. The appraisal rolls, as approved by the Appraisal Review Board, are used by taxing units, such as the City, in establishing their tax rolls and tax rates. See "TAX DATA - City's Rights in the Event of Tax Delinquencies."

Issuer and Taxpayer Remedies. Under certain circumstances, the City and its taxpayers may appeal the determinations of the Appraisal District by timely initiating a protest with the Appraisal Review Board. Additionally, taxing units such as the City may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

Owners of certain property with a taxable value of at least \$50 million and situated in a county with a population of one million or more as of the most recent federal decennial census may additionally protest the determinations of appraisal district directly to a three-member special panel of the appraisal review board, selected by a State district judge, consisting of highly qualified professionals in the field of property tax appraisal.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the City and provides for taxpayer referenda that could result in the repeal of certain tax increases. (See "– Public Hearing and Maintenance and Operation Tax Rate Limitations".) The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

State Mandated Homestead Exemptions. State law grants, with respect to each taxing unit in the State, various exemptions for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

Local Option Homestead Exemptions. The governing body of a taxing unit, including a city, county, school district, or special district, at its option may grant: (1) an exemption of up to 20% of the market value of all homesteads (but not less than \$5,000) and (2) an additional exemption of the market value of the homesteads of persons 65 years of age or older and the disabled. Each taxing unit decides if it will offer the local option homestead exemptions and at what percentage or dollar amount, as applicable. The City grants an additional 20% homestead exemption for the 2019 tax year. The City also grants a \$25,000 exemption to persons over age 65.

Local Option Freeze for the Elderly and Disabled. The governing body of a county, municipality or junior college district may, at its option, provide for a freeze on the total amount of ad valorem taxes levied on the homesteads of persons 65 years of age or older or of disabled persons above the amount of tax imposed in the year such residence qualified for such exemption. Also, upon voter initiative, an election may be held to determine by majority vote whether to establish such a freeze on ad valorem taxes. Once the freeze is established, the total amount of taxes imposed on such homesteads cannot be increased except for certain improvements, and such freeze cannot be repealed or rescinded.

Personal Property. Tangible personal property (furniture, machinery, supplies, inventories, etc.) used in the "production of income" is taxed based on the property's market value. Taxable personal property includes income-producing equipment and inventory. Intangibles such as goodwill, accounts receivable, and proprietary processes are not taxable. Tangible personal property not held or used for production of income, such as household goods, automobiles or light trucks, and boats, is exempt from ad valorem taxation unless the governing body of a taxing unit elects to tax such property.

Freeport Exemptions. Certain goods detained in the State for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication ("Freeport Property") are exempt from ad valorem taxation unless a taxing unit took official action to tax Freeport Property before April 1, 1990 and has not subsequently taken official action

to exempt Freeport Property. Decisions to continue to tax Freeport Property may be reversed in the future; decisions to exempt Freeport Property are not subject to reversal. Certain goods, principally inventory, that are stored for the purposes of assembling, storing, manufacturing, processing or fabricating the goods in a location that is not owned by the owner of the goods and are transferred from that location to another location within 175 days ("Goods-in-Transit"), are exempt from ad valorem taxation unless a taxing unit takes official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax Goods-in-Transit beginning the following tax year. Goods-in-Transit and Freeport Property do not include oil, natural gas or petroleum products, and Goods-in-Transit does not include special inventories such as motor vehicles or boats in a dealer's retail inventory. A taxpayer may receive only one of the Goods-in-Transit or Freeport Property exemptions for items of personal property.

The City has taken official action and determined not to grant a "Goods-in Transit" exemption.

Other Exempt Property. Other major categories of exempt property include property owned by the State or its political subdivisions if used for public purposes, property exempt by federal law, property used for pollution control, farm products owned by producers, property of nonprofit corporations used for scientific research or educational activities benefitting a college or university, designated historic sites, solar and wind-powered energy devices, and certain classes of intangible personal property.

Tax Increment Financing Zones. A city or county, by petition of the landowners or by action of its governing body, may create one or more tax increment financing zones ("TIRZ") within its boundaries, and other overlapping taxing units may agree to contribute taxes levied against the "Incremental Value" in the TIRZ to finance or pay for project costs, as defined in Chapter 311, Texas Government Code, generally located within the TIRZ. At the time of the creation of the TIRZ, a "base value" for the real property in the TIRZ is established and the difference between any increase in the assessed valuation of taxable real property in the TIRZ in excess of the base value is known as the "Incremental Value", and during the existence of the TIRZ, all or a portion of the taxes levied by each participating taxing unit against the Incremental Value in the TIRZ are restricted to paying project and financing costs within the TIRZ and are not available for the payment of other obligations of such taxing units.

Tax Abatement Agreements. Taxing units may also enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The taxing unit, in turn, agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years.

Public Hearing and Maintenance and Operation Tax Rate Limitations

The following terms as used in this section have the meanings provided below:

"adjusted" means lost values are not included in the calculation of the prior year's taxes and new values are not included in the current year's taxable values.

"de minimis rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted), plus the rate that produces an additional \$500,000 in tax revenue when applied to the current year's taxable value, plus the debt service tax rate.

"no-new-revenue tax rate" means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year's total tax levy (adjusted) from the current year's total taxable values (adjusted).

"special taxing unit" means a city for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per \$100 of taxable value.

"unused increment rate" means the cumulative difference between a city's voter-approval tax rate and its actual tax rate for each of the tax years 2020 through 2022, which may be applied to a city's tax rate in tax years 2021 through 2023 without impacting the voter-approval tax rate.

"voter-approval tax rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the "unused increment rate".

The City's tax rate consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the "maintenance and operations tax rate"), and (2) a rate for funding debt service in the current year (the "debt service tax rate"). Under State law, the assessor for the City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

Beginning with the 2020 tax year, the procedures in this paragraph and the following paragraphs apply. A city must annually calculate its "voter-approval tax rate" and "no-new-revenue tax rate" (as such terms are defined above) in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the city and the county tax assessor-collector for each county in which all or part of the city is located. A city must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the voter-approval tax rate must be adopted not later than the 71st day before the next occurring November uniform election date. If a city fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the no-new-revenue tax rate for the current tax year or the tax rate adopted by the city for the preceding tax year.

As described below, the Property Tax Code provides that if a city adopts a tax rate that exceeds its voter-approval tax rate or, in certain cases, its "de minimis rate", an election must be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

A city may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until each appraisal district in which such city participates has delivered notice to each taxpayer of the estimated total amount of property taxes owed and the city has held a public hearing on the proposed tax increase.

For cities with a population of 30,000 or more as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the voter-approval tax rate, that city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

For cities with a population less than 30,000 as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the greater of (i) the voter-approval tax rate or (ii) the de minimis rate, the city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate. However, for any tax year during which a city has a population of less than 30,000 as of the most recent federal decennial census and does not qualify as a special taxing unit, if a city's adopted tax rate is equal to or less than the de minimis rate but greater than both (a) the no-new-revenue tax rate, multiplied by 1.08, plus the debt service tax rate or (b) the city's voter-approval tax rate, then a valid petition signed by at least three percent of the registered voters in the city would require that an election be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its "voter-approval tax rate" using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city's total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent (1/2%) sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the additional sales and use tax for ad valorem tax reduction is approved and levied, the no-new-revenue tax rate and voter-approval tax rate must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year.

The calculations of the no-new-revenue tax rate and voter-approval tax rate do not limit or impact the City's ability to set a debt service tax rate in each year sufficient to pay debt service on all of the City's tax-supported debt obligations, including the Bonds.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

Debt Tax Rate Limitations

All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax-supported debt within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 of taxable assessed valuation. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all debt service on ad valorem tax-supported debt, as calculated at the time of issuance.

Levy and Collection of Taxes

The City is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for

the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to twenty percent (20%) if imposed by the City. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes for certain taxpayers. Furthermore, the City may provide, on a local option basis, for the split payment, partial payment, and discounts for early payment of taxes under certain circumstances.

City's Rights in the Event of Tax Delinquencies

Taxes levied by the City are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all State and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each local taxing unit, including the City, having power to tax the property. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes. At any time after taxes on property become delinquent, the City may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within two (2) years after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. Federal bankruptcy law provides that an automatic stay of actions by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases, post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Historical Analysis of Tax Collection

- Collection Ratios -

Tax Year	Net Assessed Valuation(a)	Tax Rate Per \$100 of Assessed Valuation	Adjusted Tax Levy	% of Collections		Fiscal Year Ending 9-30
				Current Year Collection	Total Collections	
2009	\$2,340,816,373	\$0.579700	\$13,553,716	99.36%	99.91%	2010
2010	2,355,799,675	0.585100	13,738,978	99.47	99.92	2011
2011	2,388,586,542	0.590200	14,068,660	99.51	99.92	2012
2012	2,433,635,561	0.597000	14,454,404	99.63	99.92	2013
2013	2,504,251,452	0.591400	14,747,526	99.38	99.91	2014
2014	2,589,580,779	0.591400	15,424,948	98.23	99.88	2015
2015	2,974,520,186	0.568700	16,431,153	98.98	99.89	2016
2016	3,267,348,436	0.546000	17,014,685	99.46	99.86	2017
2017	3,499,059,604	0.527300	17,633,192	99.55	99.83	2018
2018	3,374,237,059	0.532391	17,952,134	98.91	99.55	2019
2019	3,690,585,683	0.521439	18,727,452	95.54(b)	95.54(b)	2020

(a) Certified by the Galveston County Central Appraisal District and Harris County Appraisal District and is net of exemptions. Also, such value is further subject to change as additions, corrections, and deletions are made to the tax roll.

(b) Collections as of March 31, 2020.

- Tax Rate Distribution -

	2019	2018	2017	2016	2015
Maintenance	\$0.432160	\$0.437173	\$0.432300	\$0.462000	\$0.497200
Debt Service	0.089279	0.095218	0.095000	0.084000	0.071500
Total	<u>\$0.521439</u>	<u>\$0.532391</u>	<u>\$0.527300</u>	<u>\$0.546000</u>	<u>\$0.568700</u>

- Delinquent Tax Collection Procedures -

In addition to the legal procedures and penalties described under "Levy and Collection of Taxes", the City has retained a delinquent tax attorney on a contract basis to file suit to collect delinquent taxes due the City. The fees due such attorney for acting as delinquent tax attorney are payable from an additional penalty imposed upon the delinquent taxpayer, not to exceed 20% of the tax due.

Analysis of Tax Base

- Tax Base Distribution -

Type of Property	2019 Tax Roll		2018 Tax Roll		2017 Tax Roll	
	Amount	%	Amount	%	Amount	%
Residential	\$3,959,850,698	86.03%	\$3,774,715,263	86.47%	\$3,795,456,220	86.38%
Vacant Lots/Tracts	43,888,760	0.95	47,751,482	1.09	46,269,229	1.05
Acreage	22,727,884	0.49	23,227,219	0.53	16,929,256	0.39
Farm & Ranch	28,321,063	0.62	28,317,096	0.65	25,232,428	0.57
Commercial/Industrial	241,599,318	5.25	382,717,539	8.77	358,717,906	8.16
Minerals	6,181,331	0.13	1,444,238	0.03	3,621,614	0.08
Utilities	51,878,555	1.13	47,605,829	1.09	47,217,540	1.07
Business Personal	52,112,417	1.13	53,913,758	1.24	54,033,221	1.23
Real Inventory	2,115,995	0.05	5,442,081	0.12	46,291,787	1.05
Other Personal	194,160,262	4.22	70,080	0.00	100,833	0.00
Gross Assessed Value	\$4,602,836,283	100.00%	\$4,365,204,585	100.00%	\$4,393,870,034	100.00%
Less: Exemption and Adjustments	912,250,600		990,967,526		894,810,430	
Net Assessed Value	<u>\$3,690,585,683</u>		<u>\$3,374,237,059</u>		<u>\$3,499,059,604</u>	

(a) Value may differ from those shown elsewhere in this Official Statement due to subsequent adjustments to the tax roll.

- Principal Taxpayers -

Principal Taxpayer	Type of Property	2019 Taxable Assessed Valuation	2018 Taxable Assessed Valuation	2017 Taxable Assessed Valuation
Reserve at Autumn Creek Ltd.	Apartment Complex	\$ 27,282,270	\$ 26,952,747	\$ 27,948,267
Texas New Mexico Power Co.	Utility Company	21,620,980	20,567,581	19,950,663
Bellevue at Clear Creek LP	Real Estate	19,159,200	16,077,594	14,619,031
Kroger Co.	Grocery Store	13,341,955	12,505,934	13,014,186
Bay Meadows LLP	Apartment Complex	8,486,700	7,763,687	6,191,643
A-S 108 Friendswood Crossing LP	Shopping Center	7,031,940	7,003,420	7,003,420
The Beldon Friendswood LLC		6,200,150	(a)	(a)
H E Butt Grocery Company	Grocery Store	6,090,560	5,939,980	6,191,460
PS LPT Property Investors	Real Estate	5,777,596	4,997,582	5,976,000
Timber Creek Holdings LP	Real Estate	5,529,064	(a)	(a)
FM 528 Bay Area Blvd LP	Shopping Center	(a)	5,757,333	5,830,305
HCP Friendswood LLC	Assisted Living	(a)	5,372,320	(a)
Autumn Creek Development Ltd.	Shopping Center	(a)	(a)	8,052,120
Total Ten Principal Taxpayers		<u>\$120,520,415</u>	<u>\$112,938,178</u>	<u>\$114,777,095</u>
Percentage Ten Principal Taxpayers Comprise of Tax Roll		<u>3.27%</u>	<u>3.35%</u>	<u>3.28%</u>

(a) Not a principal taxpayer in such tax year.

- Tax Adequacy -

Estimated Average Annual Tax Debt Service Requirements (2020-2050)	\$1,589,271 (a)
Tax Rate of \$0.046 per \$100 assessed valuation against the 2019 Certified Assessed Valuation at 95% collection produces	\$1,612,786
Estimated Maximum Annual Tax Debt Service Requirements (in the year 2026).....	\$3,406,206 (a)
Tax Rate of \$0.098 per \$100 assessed valuation against the 2019 Certified Assessed Valuation at 95% collection produces	\$3,435,935

(a) Includes the Bonds and excludes the Refunded Obligations and the debt supported by the Waterworks and Sewer System revenues. Preliminary, subject to change.

Sales Tax

- Authority -

The City has adopted the provisions of Chapter 321, Texas Tax Code, which grants the City the power to impose and levy a 1 1/2% sales tax. The City has also voted an additional 1/8% sales and use tax for economic development. **The City may not and has not pledged the proceeds from the sales and use tax as security for the Bonds.**

- Collection History -

The State Comptroller, after deduction of a 2% service fee, currently remits the City's portion of sales tax collections monthly. By statute the Comptroller is required to remit at least twice annually. The following is an analysis of the collection history of the City's sales and use tax:

Fiscal Year Ended 9-30	Sales and Use Tax Receipts (a)	Ad Valorem Tax Comparisons		
		Equivalent Tax Year	Tax Rate Equivalent	% of Actual Tax Levy
2011	\$4,031,623	(2010)	\$0.171	29.5%
2012	3,930,933	(2011)	0.164	28.1
2013	4,318,768	(2012)	0.177	30.0
2014	4,726,283	(2013)	0.188	32.7
2015	5,291,186	(2014)	0.204	34.3
2016	5,393,920	(2015)	0.181	32.9
2017	6,482,367	(2016)	0.198	38.1
2018	7,965,662	(2017)	0.228	45.4
2019	8,407,249	(2018)	0.249	46.8
2020(b)	3,150,360	(2019)	0.085	16.8

(a) See "INFECTIOUS DISEASE OUTBREAK – COVID-19" for a discussion on the Pandemic's potential impact to the City's finances.

(b) Unaudited, as of March 31, 2020.

Source: Except as noted, the City's audited financial statements.

[Remainder of Page Intentionally Left Blank]

SELECTED FINANCIAL DATA

Historical Operations of the City's General Fund

The following is a condensed statement of revenues and expenses of the City's General Fund for the past five fiscal years. The inclusion of the following table is not intended to imply that any revenues of the City, other than receipts from ad valorem taxes as provided in the Ordinance, are pledged to pay principal and interest on the Bonds.

	Fiscal Year Ended September 30				
	2020 (a)(b)	2019	2018	2017	2016
REVENUES					
Property Taxes (c)	\$14,830,344	\$14,729,551	\$14,487,465	\$14,672,877	\$14,300,346
Sales Taxes	2,371,757	6,746,466	6,395,814	5,482,536	5,393,920
Franchises Fees and Other	607,189	2,054,395	1,617,121	1,661,654	1,779,234
Fines and Forfeitures	357,842	815,090	669,847	994,051	845,112
Permits and Fees	596,277	1,447,013	1,518,956	1,581,700	1,407,439
Intergovernmental	535,716	1,576,838	4,398,836	1,471,578	330,063
Investments Earnings	87,224	342,268	166,817	99,174	84,542
Donations	47,853	64,862	162,324	203,384	68,323
Miscellaneous	46,885	17,107	181,017	165,619	79,135
Capital Lease Proceeds	202,010	---	---	---	---
Transfers In	697,634	---	---	---	---
Total Revenues	\$20,380,731	\$27,793,590	\$29,598,197	\$26,332,573	\$24,288,114
EXPENDITURES					
General Government	\$ 2,914,084	\$ 5,318,898	\$ 5,428,291	\$ 4,954,518	\$ 4,371,790
Public Safety	7,152,788	13,355,797	16,642,647	14,489,105	12,121,741
Public Works	1,033,234	2,472,675	2,157,277	2,160,152	2,118,572
Engineering	184,685				
Community Development	531,099	1,099,154	985,309	893,663	954,103
Parks and Recreation	1,702,673	3,796,589	3,505,652	3,339,864	3,032,979
Library Services	563,318	1,204,415	1,200,512	1,172,245	1,096,614
Capital Improvements	17,710	2,275,993	1,511,693	1,677,667	1,736,033
Transfers Out	2,099	---	---	---	---
Total Expenditures	\$14,101,690	\$29,523,521	\$31,431,381	\$28,687,214	\$25,431,832

(a) Unaudited, as of March 31, 2020.

(b) See "INFECTIOUS DISEASE OUTBREAK – COVID-19" for a discussion on the Pandemic's potential impact to the City's finances.

(c) Includes penalties and interest.

Source: Except as noted, the City's audited financial statements.

General Fund and Debt Service Fund Balance for the Past Five Fiscal Years

	Fiscal Year Ended September 30				
	2020 (a)(b)	2019	2018	2017	2016
General Fund	\$20,502,530	\$14,223,489	\$14,285,306	\$13,542,757	\$13,759,547
Debt Service Fund	661,092	57,009	59,046	91,938	130,356

(a) Unaudited, as of March 31, 2020.

(b) See "INFECTIOUS DISEASE OUTBREAK – COVID-19" for a discussion on the Pandemic's potential impact to the City's finances.

Source: Except as noted, the City's audited financial statements.

Pension Fund

The City participates in the Texas Municipal Retirement System ("TMRS"), an agency operated by the State of Texas. Employees of the City who participate in TMRS contribute a fixed percentage, currently 7%, of their gross pay and the City matching percent is currently 2 to 1. As employees leave municipal employment other than through retirement, they may withdraw from TMRS those funds they contributed, but forfeit their employer's contributions. Each municipal employer's requirements for current contributions are offset by the amounts of such forfeitures.

As of September 30, 2019, the City employed 201 full-time employees and 34 part-time and seasonal employees. All full-time employees are covered by TMRS and the City's contribution for fiscal year 2019, amounted to approximately \$2,375,185. The City had a net pension benefit obligation in the amount of \$14,426,100 as of December 31, 2018. The liability for prior service benefits will be amortized over a period of twenty-seven years or less by contributions from the City which are a level percentage of payroll.

Financial Statements

A copy of the City's Financial Statements for the fiscal year ended September 30, 2019 is attached hereto in the APPENDIX B. Copies of such statements for preceding years are available, for a fee, upon request.

ADMINISTRATION OF THE CITY

Mayor and City Council

Policy-making and supervisory functions are the responsibility of and are vested in the Mayor and City Council for the City, under provisions of the "Charter of the City of Friendswood" (the "Charter") approved by the electorate October 16, 1971. The Council is elected at large on the first Saturday in May. The Mayor and six Council members serve three-year staggered terms. Members of the Council are described below:

Council Members	Period Served	Term Expires May	Occupation
Mike Foreman Mayor	2 Years	2021	Business Owner
Steve Rockey Council Member	8 Years	2021	Chief Operating Officer
Sally Branson Mayor Pro-Tem Council Member	3 Years	2023	Financial Advisor
Trish Hanks Council Member	2 Years	2021	Education Consultant
Robert J. Griffon Council Member	2 Years	2022	Investor
John H. Scott Council Member	9 Years	2023	Business Owner
Brent Erenwert Council Member	1 Year	2022	Produce Buyer

Administration

Under provisions of the Charter, the City Council enacts local legislation, adopts budgets, determines policies and appoints the City Manager, who is charged with the duties of executing the laws and administering the government of the City. As the chief executive officer and head of the administrative branch of the City government, the City Manager is given the power and duties to:

- (1) Appoint and remove all department heads and all other employees in the administrative service of the City and may authorize the head of a department to appoint and remove subordinates in his respective department;
- (2) Prepare the budget annually, submit it to City Council, and be responsible for its administration;
- (3) Prepare and submit to City Council a complete report on the finances and administrative activities of the City;
- (4) Keep City Council advised of the financial condition and future needs of the City and make appropriate recommendations; and
- (5) Perform such other necessary duties as prescribed by the Charter or required by City Council.

Members of the administrative staff are described below:

Name	Position	Period Served
Morad Kabiri	City Manager	12 Years
Steven Rhea	Assistant City Manager	2 Years
Melinda K. Welsh	City Secretary	17 Years
Katina Hampton	Director of Administrative Services	13 Years
James Toney	Director of Parks and Recreation	15 Years
Rene Ibarra	Director of Public Works	14 Years
Jildardo Arias	Director of Engineering	1 Year
Matthew Riley	Director of Library Services	30 Years
Aubrey Harbin	Director of Community Development	13 Years
Brian Mansfield	Fire Marshal / Emergency Management Coordinator	20 Years
Robert B. Wieners	Police Chief	21 Years
Mary K. Fischer	Internal City Attorney	3 Years

Consultants

The City has retained several consultants to perform professional services in connection with the independent auditing of its books and records and other City activities. Several of these consultants are identified below:

Bond Counsel	McCall, Parkhurst & Horton L.L.P. Dallas, Texas
Certified Public Accountants	Whitley Penn LLP Houston, Texas
Financial Advisor	BOK Financial Securities, Inc. Houston, Texas

LEGAL MATTERS

Legal Opinion

The delivery of the Bonds is subject to the approving opinion of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the City payable from the proceeds of an annual ad valorem tax levied, within the limit prescribed by law, upon all taxable property in the City and, the approving legal opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel to the City ("Bond Counsel"), in substantially the form attached as APPENDIX C. Though it represents the Financial Advisor and the Underwriter from time to time in matters unrelated to the issuance of the Bonds, Bond Counsel has been engaged by and only represents the City in connection with the issuance of the Bonds. The City expects to pay the fee of Bond Counsel for services rendered in connection with the issuance of the Bonds from proceeds of the Bonds. Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig LLP, Houston, Texas, Counsel to the Underwriter, whose legal fees are contingent upon the sale and delivery of the Bonds.

Bond Counsel has reviewed the statements and information appearing in the Official Statement under the captions and subcaptions "THE BONDS" (except the subcaptions "Book-Entry-Only System," "Future Debt," "Other Obligations," "Sources and Uses of Funds" and "Remedies in the Event of Default"), "SALE AND DISTRIBUTION OF THE BONDS – Securities Laws," "LEGAL MATTERS - Legal Opinion" (excluding the last sentence of the first paragraph thereof), "TAX MATTERS," and "CONTINUING DISCLOSURE OF INFORMATION" (except the subcaption "Compliance With Prior Undertakings") and such firm is of the view that the information under such captions and subcaptions fairly summarizes the procedures and documents referred to therein and is correct as to matters of law. Bond Counsel has not independently verified any of the factual information contained in this Official Statement nor have they conducted an investigation of the affairs of the City for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the information contained herein.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

No-Litigation Certificate

The City will furnish to the Underwriter a certificate, dated as of the date of delivery of the Bonds, executed by appropriate City officials, to the effect that no litigation of any nature has been filed or is then pending or threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the issuance, execution or delivery of the Bonds; affecting the provisions made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Bonds; or affecting the validity of the Bonds.

No Material Adverse Change

The obligations of the Underwriter to take and pay for the Bonds, and of the City to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the City subsequent to the date of sale from that set forth or contemplated in the Official Statement, as it may have been supplemented or amended through the date of sale.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See Appendix C - Form of Bond Counsel Opinion.

In rendering its opinion, Bond Counsel will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificate, and (b) covenants of the City contained in the Bond documents relating to certain matters, including arbitrage, and the use of the proceeds of the Bonds and the Refunded Obligations and the property financed or refinanced therewith. Failure of the City to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the City with such requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the projects financed with proceeds of the Bonds. No assurances can be given as to whether or not the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Owner may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds (the "Original Issue Discount Bonds") may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year. In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption

price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see the discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued

original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the Internal Revenue Service. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinance, the City has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board ("MSRB"). Information will be available from the MSRB free of charge via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org.

Annual Reports

The City will provide certain updated financial information and operating data to the MSRB annually via EMMA. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under the headings "INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE CITY – Current Investments," "CITY TAX DEBT," "TAX DATA" (except under the subheading "Estimated Overlapping Taxes") and "SELECTED FINANCIAL DATA" (collectively, the "Annual Operating Data"). The City will update and provide the Annual Operating Data within six months after the end of each fiscal year. The City will additionally provide audited financial statements of the City (the "Financial Statements"), and such Financial Statements will be provided within 12 months after the end of each fiscal year ending in or after 2020. If the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such Financial Statements will be prepared in accordance with the accounting principles described in APPENDIX "B" or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by Rule 15c2-12.

The City's current fiscal year end is September 30. Accordingly, the Annual Operating Data must be provided by March 31 in each year, and the Financial Statements must be provided by September 30 of each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data as set forth above.

Notice of Certain Events

The City will also provide timely notices of certain events to the MSRB. The City will provide notice in a timely manner not in excess of ten business days after the occurrence of the event of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor trustee or change in the name of the trustee, if material; (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties. Neither the Bonds nor the Ordinance make any provision for debt service reserves, liquidity enhancement, credit enhancement, merger, consolidation, acquisition, or the appointment of a trustee. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports."

For these purposes, any event described in (12) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The term "Financial Obligation" shall mean, for purposes of the events in clauses (15) and (16) above, a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing, or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Availability of Information

All information and documentation filing required to be made by the City will be made with the MSRB in electronic format in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB at www.emma.msrb.org.

Limitations and Amendments

The City has agreed to update information and to provide notices of certain events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, of its continuing disclosure agreement or from any statement made pursuant to its agreement. Holders or beneficial owners of Bonds may seek as their sole remedy a writ of mandamus to compel the City to comply with its agreement. No default by the City with respect to its continuing disclosure agreement shall constitute a breach of or default under the Ordinance for purposes of any other provision of the Ordinance.

Nothing in this paragraph is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws. The City's undertakings and agreements are subject to appropriation of necessary funds and to applicable legal restrictions.

The City may amend its continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations of the City if, but only if (i) the agreement, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the offering made hereby in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Bonds consent to such amendment or (b) a person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also amend or repeal the agreement if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid, and the City may amend the agreement in its discretion in any other circumstance or manner, but in either case only to the extent that its right to do so would not prevent an underwriter from purchasing the Bonds in the offering described herein in compliance with Rule 15c2-12. If the City amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance With Prior Undertakings

During the last five years, the City has substantially complied in all material respects with its undertakings made in accordance with Rule 15c2-12.

SEVERE WEATHER EVENTS

The City is located approximately 25 miles from the Texas Gulf Coast. Land located in this area is susceptible to high winds, heavy rain and flooding caused by hurricanes, tropical storms, and other tropical disturbances. If a hurricane (or any other natural disaster) significantly damaged all or part of the improvements within the City, the assessed value of property within the City could be substantially reduced, with a corresponding decrease in tax revenues and the necessity to increase the City's tax rate. Further, there can be no assurance that a casualty loss to taxable property within the City will be covered by insurance (or that property owners will even carry insurance), that any insurance company will fulfill its obligation to provide insurance proceeds, or that insurance proceeds will be used to rebuild or repair any damaged improvements within the City. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period during which assessed values within the City would be adversely affected and, therefore, the City's ability to pay its obligations, including the Bonds, could be adversely impacted.

INFECTIOUS DISEASE OUTBREAK – COVID-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in Texas in response to the Pandemic. Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has since issued a number of executive orders relating to COVID-19 preparedness and mitigation. These include, for example, the issuance on March 31, 2020 of Executive Order GA-14 which, among other things, imposed limitations on social gatherings and in-person contact except where necessary to provide or obtain essential services as defined in state and federal guidance and temporarily closed school districts throughout the state through May 4, 2020, unless otherwise extended, modified, rescinded, or superseded by the Governor. In addition to the actions by the state and federal officials, certain local officials, have declared a local state of disaster and have issued "shelter-in-place" orders. Many of the federal, state and local actions and policies under the aforementioned disaster declarations and shelter-in-place orders are focused on limiting instances where the public can congregate or interact with each other, which affects the operation of businesses and directly impacts the economy.

The Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. These negative impacts may reduce or negatively affect property values and/or the collection of sales tax revenues and ad valorem tax revenues

within the City. See "TAX DATA" and "SELECTED FINANCIAL DATA". The Bonds are secured by an ad valorem tax (within the limits prescribed by law), and a reduction in property values may require an increase in the ad valorem tax rate required to pay the Bonds as well as the City's operations and maintenance expenses. See "TAX DATA - Ad Valorem Property Taxation – Public Hearing and Maintenance and Operations Tax Rate Limitations" and "– Debt Tax Rate Limitations". Additionally, the City collects a sales and use tax on all taxable transactions within the City's boundaries. A reduction in the collection of sales tax revenues may negatively impact the City's operating budget and overall financial condition.

The City continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the Pandemic upon the City. While the potential impact of the Pandemic on the City cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on the City's operations and financial condition.

VERIFICATION OF ARITHMETICAL COMPUTATIONS

Robert Thomas CPA, LLC, a firm of independent certified public accountants, will deliver to the City, on or before the settlement date of the Bonds, its verification report indicating that it has verified, in accordance with the Statement on Standards for Consulting Services established by the American Institute of Certified Public Accountants, the mathematical accuracy of the mathematical computations of the adequacy of the cash to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Refunded Obligations.

Robert Thomas CPA, LLC relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the City. In addition, Robert Thomas CPA, LLC has relied on any information provided to it by the City's retained advisors, consultants or legal counsel. Robert Thomas CPA, LLC was not engaged to perform audit or attest services under AICPA auditing or attestation standards or to provide any form of attest report or opinion under such standards in conjunction with this engagement.

The verification report will be relied upon by Bond Counsel in rendering its opinion with respect to the defeasance of the Refunded Obligations.

FINANCIAL ADVISOR

BOK Financial Securities, Inc. is employed as Financial Advisor to the City in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

GENERAL CONSIDERATIONS

Sources and Compilation of Information

The information contained in this Official Statement has been obtained primarily from the City and from other sources believed to be reliable. No representation is made as to the accuracy or completeness of the information derived from sources other than the City. The summaries of the statutes, ordinances and other related documents are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Neither this Official statement nor any statement that may have been made orally or in writing is to be constructed as or as part of a contract with the original purchasers or subsequent owners of the Bonds.

Forward Looking Statements

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. It is important to note that the City's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and

other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

In the Ordinance, the City Council will duly authorize and approve this Official Statement as of the date specified on the first page hereof.

Mayor
City of Friendswood

ATTEST:

City Secretary
City of Friendswood

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY OF FRIENDSWOOD

The following information has been derived from various sources, including the Texas Municipal Reports, U.S. Census data, "Sales Management Survey of Buying Power", and City officials. While such sources are believed to be reliable, no representation is made as to the accuracy thereof.

- City Economics -

The City of Friendswood, Texas (the "City"), is a commercial center located 20 miles southeast of downtown Houston at the intersection of Farm to Market Road 2351 and Farm to Market Road 518 in the northeast corner of Galveston County, with a small portion in Harris County. At present, there are numerous residential subdivisions either developed or under construction within the City with homes ranging in value from approximately \$75,000 to over \$2,500,000, the average being approximately \$250,000.

Manufacturing and Commerce

Employment in Galveston County (the "County") is provided by the extensive petro-chemical industry. (Source: Texas Municipal Report.) Also adding to the general economy of the County are fishing, tourism and recreation activities and agribusiness. The Gulf Intracoastal Waterway comes through the lowlands near Surfside Beach and is an important waterway in America with reported annual tonnage comparable to the Panama and Suez Canals.

ECONOMIC AND GROWTH INDICATORS

U.S. Census of Population

	City of Friendswood		Galveston County	
	Number	% Change	Number	% Change
1930	---	---	23,054	+11.84
1940	---	---	27,069	+17.42
1950	---	---	46,549	+71.96
1960	1,497	---	76,204	+63.71
1970	6,444	+330.46	108,312	+42.13
1980	13,248	+105.59	169,587	+56.57
1990	18,927	+42.87	191,707	+13.04
2000	29,037	+53.42	250,158	+30.49
2010	35,805	+23.31	291,309	+16.45

(a) Source: U.S. Census Bureau.

Employment Statistics (a)

State of Texas

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Labor Force	14,286,245	14,045,312	13,816,690	13,574,795	13,335,578
Employed	13,777,994	13,551,791	13,285,118	12,989,682	12,720,226
Unemployed	508,251	493,521	531,572	585,113	615,352
Unemployment Rate	3.6%	3.5%	3.8%	4.3%	4.6%

Galveston County

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Labor Force	168,425	165,479	163,247	161,977	160,038
Employed	161,671	158,807	155,732	153,462	151,521
Unemployed	6,754	6,672	7,515	8,515	8,517
Unemployment Rate	4.0%	4.0%	4.6%	5.3%	5.3%

City of Friendswood

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Labor Force	20,441	20,083	19,794	19,596	19,520
Employed	19,787	19,435	19,061	18,778	18,644
Unemployed	654	648	733	818	876
Unemployment Rate	3.2%	3.2%	3.7%	4.2%	4.5%

(a) As of February 29, 2020. See "INFECTIOUS DISEASE OUTBREAK – COVID-19" for a discussion on the Pandemic's potential impact to the City's finances.

Employment Statistics

Source: Texas Workforce Commission

APPENDIX B
AUDITED FINANCIAL STATEMENTS OF THE CITY

APPENDIX C
FORM OF BOND COUNSEL OPINION

APPENDIX D
SCHEDULE OF REFUNDED OBLIGATIONS*

Series	Original Maturity	Principal Amount*	Call Date/Price	Remaining Outstanding*
Permanent Improvement Bonds, Series 2010A	03/01/2021(a) ***	\$ 140,000 ****	06/10/2020 @ 100 ****	-0- **
	03/01/2023(a) ***	285,000 ****	06/10/2020 @ 100 ****	-0- **
	03/01/2025(a) ***	310,000 ****	06/10/2020 @ 100 ****	-0- **
	03/01/2027(a) ***	305,000 ****	06/10/2020 @ 100 ****	-0- **
	03/01/2029(a) ***	285,000 ****	06/10/2020 @ 100 ****	-0- **
	03/01/2031(a) ***	310,000 ****	06/10/2020 @ 100 ****	-0- **
	03/01/2035(a)	710,000		-0-
Permanent Improvement Bonds, Series 2010B	03/01/2021	<u>625,000</u>	06/10/2020 @ 100	-0-
Totals		<u>\$2,970,000</u>		

* Preliminary, subject to change.

(a) Represents a Term Bond.



City of Friendswood, Texas

Tentative Schedule of Events

\$9,620,000*

General Obligation and Refunding Bonds, Series 2020

March - 2020						
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				

April - 2020						
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		

May - 2020						
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						

June - 2020						
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				

<u>Date</u>	<u>Action</u>	<u>Role</u>
Tuesday, March 10 th	First Draft of Preliminary Official Statements ("POS")	BOKFS
Tuesday, March 24 th	Second Draft of POS	BOKFS, MPH, City
Monday, April 6th	Council Meeting to Review Schedule of Events and Plan of Finance	BOKFS, City
Thursday, April 9 th	Third Draft of POS	BOKFS, MPH, City
Week of April 13 th	Rating Agency Calls	BOKFS, City
Monday, April 20 th	Final Draft of POS	BOKFS, MPH, City, UW
Monday, April 27 th	Print and Distribute Final POS	BOKFS, UW
Monday, May 4th	Pricing of Series 2020 Bonds	BOKFS, MPH, City, UW
	Council Meeting to Approve Sale	
Thursday, June 4th	Closing of Series 2020 Bonds	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: May 4, 2020

Date submitted: 4/6/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-25: First reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres - Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres – Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 E. Heritage Drive, .8913 acres – Single Family Residential (SFR), and to replace the Specific Use Permit on the property located at 202 E. Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

First Baptist Church of Friendswood is making plans for current and future building expansions. They have recently acquired additional properties and have incorporated those properties into their campus. The zoning districts of the properties vary and all allow the use of Religious Organizations with the Specific Use Permit (SUP). The underlying zoning on all tracts will remain.

They are also in the process of requesting to vacate a portion of right-of-way on E. Heritage Drive, and they will be required to plat/replat all of their properties.

The current proposal is a master plan that will guide the church development over the next 20 years.

Proposed Phasing:

The following is the expected timing or sequence of phases and are subject to change based on the church's need.

Phase 1A Jun 2020 - Improvement and expansion of parking at the corner of 518/E. Shadowbend (209 S. Friendswood Dr.)

Phase 1B Oct 2020 - New Welcome Center Addition and South Church Expansion (111 E. Heritage Dr.)

Phase 2 Administration building renovation and expansion (209 S. Friendswood Dr.)

Phase 3 New storage building and parking (201 E. Heritage Dr.)

Phase 4 Church North expansion, interior renovation and adjacent site improvements (111 E. Heritage Dr.)

Phase 5 Removal of Building A and completion of education building expansion (111 E. Heritage Dr.)

Phase 6 Family Life Center addition and adjacent parking expansion (202 E. Heritage Dr.)

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving the SUP will allow the church to make improvements to the properties they have acquired and expand their campus.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 23, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 4 to 2 (Commissioner Guenther was absent; Commissioners Perry and Clark opposed) to approve the zone change request referenced above with the following conditions:

- The maximum height of the ornamental tower, cross and combination of all structures is subject to the maximum building height of 70 feet as specified by the Downtown District zoning regulations
- Alternate landscaping calculations approved as presented in the Landscape Plan

ATTACHMENTS

1. Ord 2020-25 Rezoning 111 E Heritage Dr FBC SUP
2. Ord 2020-25 Exhibit A
3. Ord 2020-25 Exhibit B

ORDINANCE NO. T2020-25

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION TO ASSIGN SINGLE FAMILY RESIDENTIAL (SFR) AS THE ZONING DISTRICT FOR .1738 ACRES OF VACATED RIGHT-OF-WAY; AND TO ALLOW A SPECIFIC USE PERMIT (SUP) FOR NAICS USE #8131 RELIGIOUS ORGANIZATIONS AS AN OVERLAY ON THE FOLLOWING PROPERTIES: .1738 ACRES OF VACATED RIGHT-OF-WAY – SINGLE FAMILY RESIDENTIAL (SFR); 111 E. HERITAGE DRIVE, 2.983 ACRES - DOWNTOWN DISTRICT (DD); 209 S. FRIENDSWOOD DRIVE, 1.0528 ACRES – DOWNTOWN DISTRICT (DD); 201 E. HERITAGE DRIVE, .4223 ACRES - MULTI-FAMILY RESIDENTIAL-LOW DENSITY (MFR-L); 204 AND 206 E. HERITAGE DRIVE, .8151 ACRES – SINGLE FAMILY RESIDENTIAL (SFR); 208 E. HERITAGE DRIVE, .8913 ACRES - SINGLE FAMILY RESIDENTIAL (SFR) , AND TO REPLACE THE SPECIFIC USE PERMIT ON THE PROPERTY LOCATED AT 202 E. HERITAGE DRIVE, 2.98 ACRES - SINGLE FAMILY RESIDENTIAL/SPECIFIC USE PERMIT (SFR/SUP 2001-09) FOR FAMILY LIFE CENTER; 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, First Baptist Church of Friendswood is the Owner of the following tracts:

111 E. Heritage Drive – 2.983 acres Lot 1, Block 1 Final Plat of First Baptist Church of Friendswood; 202 E. Heritage Drive – 2.98 acres described as Lot 1, Block 2 Final Plat of First Baptist Church of Friendswood; 209 S. Friendswood Drive – 1.0528 acres being a portion of Lot 2, Block 2 of the Friendswood Subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, situated in the Sarah McKissick League, Abstract Number 151; 201 E. Heritage Drive - .4223 acres of land being all of that certain called Lot 1 of Harper

Subdivision, an unrecorded subdivision the Sarah McKissick Survey, Abstract No. 151; 204 and 206 E. Heritage Drive - .8151 acres of land, being all of that certain called .8151 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037162; 208 E. Heritage Drive - .8913 acres of land being all of that certain called .9117 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037164; and vacated right-of-way - .1738 acres out of Lot 1, in Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37, also known as an unrecorded portion of E. Heritage Drive, all properties being located in City of Friendswood, Galveston County, Texas, and identified as the 'Property'; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies

with the applicable provisions of the City Charter, City Code and all other applicable laws;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its application for SUP), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in granting this SUP, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning ‘the Property’ to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres - Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Dr., .8151 acres – Single Family Residential (SFR); 208 E. Heritage Drive, .8913 acres - Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 E. Heritage Drive, 2.98 acres - Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center, to be governed for all purposes and conditions as depicted in Exhibit “B,” (all of which are incorporated by reference), but otherwise consistent and subject to the current Zoning Code, and related conditions contained herein. This Specific Use Permit is specifically conditioned upon Owner’s full compliance with the following use and development regulations:

1. Request to exceed building height:

The combined building height of the proposed sanctuary, ornamental tower, and ornamental cross located at 111 E. Heritage Drive shall not exceed 70 feet (the maximum building height allowed in the Downtown District (DD) zoning district), as approved by the Planning and Zoning Commission.

2. Alternative Landscaping:

The alternate landscape plan is approved. The landscaping shall be installed as depicted on page

SUP 2.10, Landscape Plan/Tree Survey/Mitigation Study.

3. Proposed Phasing:

The phasing is approved as part of the Master Plan for the church to guide 20+ years of future development, and the expected timing or sequence of phases are subject to change based on the church's need.

- Phase 1A June 2020 - Improvement and expansion of parking at the corner of 518/E. Shadowbend (209 S. Friendswood Dr.)
- Phase 1B October 2020 - New Welcome Center Addition and South Church Expansion (111 E. Heritage Dr.)
- Phase 2 Administration building renovation and expansion (209 S. Friendswood Dr.)
- Phase 3 New storage building and parking (201 E. Heritage Dr.)
- Phase 4 Church North expansion, interior renovation and adjacent site improvements (111 E. Heritage Dr.)
- Phase 5 Removal of Building A and completion of education building expansion (111 E. Heritage Dr.)
- Phase 6 Family Life Center addition and adjacent parking expansion (202 E. Heritage Dr.)

Section 3. The Zoning Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Friendswood, save and except the amendments permitted herein of said Property as described in Section 2 hereof.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission

of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 4th day of May, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 1st day of June, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit A

1. Application
2. Deeds
3. Metes and Bounds Descriptions
4. First Baptist Church Friendswood Plat



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: DD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 8131

PROPERTY IDENTIFICATION:

Address: 111 East Heritage Drive, Friendswood, TX 77546

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

Unplatted Land – Attach a certified metes and bounds description (Metes & Bounds Attached)

OWNER NAME: First Baptist Church Friendswood Phone: 281-482-7513

Owner's Mailing Address: 111 East Heritage Drive

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: mmays@fbcfriendswood.org

AGENT'S NAME: Ziegler Cooper Architects ^{Stephanie} Kaup Phone: 713-374-0153

Agent's Mailing Address: 700 Louisiana Street, Suite 350

City: Houston State: TX Zip: 77002 Fax: _____

Agent's Email Address: skaup@zieglercooper.com

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

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

Owner's Signature: [Signature] Date: 1-13-2020

Agent's Signature: [Signature] Date: 1-13-2020

Received By: B. Bennett
Date of Public Hearing: 2-13 + 3-2
Property Owner Notices: 1-31-2020

Application Number: PLAN-2020-0002
Received Date: 1-13-2020
Newspaper Notice: 1-17-2020
Sign on Property: 1-31-2020

THE STATE OF TEXAS,

COUNTY OF GALVESTON

Know All Men By These Presents:

THAT THE UNDERSIGNED, PETE LAMMON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas, an unincorporated religious organization of the County of Galveston, and State of Texas, in consideration of the debt and trust hereinafter mentioned, have... Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto J. C. Thomas, Jr. Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Galveston and State of Texas, to-wit:

TRACT 1: Part of Lot Two (2) in Block Two (2) in Friendswood, in Galveston County, Texas, according to the plat of said Friendswood recorded in Volume 254, Page 37, in the Office of the County Clerk of Galveston County, Texas, and being more fully described by metes and bounds as follows:

Begin at the East corner of said Lot 2;

THENCE in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for the beginning point of the tract herein described;

THENCE continuing in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southwesterly direction, parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southeasterly direction parallel to the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Northeasterly direction parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to the place of beginning. SAVE AND EXCEPT that part thereof (surface only) conveyed to the County of Galveston by deed recorded in Volume 677, Page 593, and that part (surface only) described as Second Tract in deed recorded in Volume 1001, Page 394, to the County of Galveston, both being recorded in the office of the County Clerk of Galveston County, Texas.

TRACT 2: Being a part of Lot Two (2), Block Two (2) of the Friendswood Subdivision of the Sarah McKissick or J. R. Williams League of land in Galveston County, Texas, described by metes and bounds as follows:

BEGINNING at the East corner of said Lot 2;

THENCE in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southwesterly direction parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southeasterly direction parallel to the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Northeasterly direction parallel with the Northwesterly line of said Lot 2, a distance of 330 feet to the place of beginning.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of one promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to PASADENA SAVINGS & LOAN ASSOCIATION, or order

at Pasadena, Texas as follows: Being a Deed of Trust Note of even date herewith for the principal sum of \$100,000.00, bearing interest from date until the maturity thereof at the rate of six and one-half per cent (6-1/2%) per annum, the accrued interest on said note being due and payable on or before June 10, 1962, July 10, 1962, August 10, 1962, and September 15, 1962, and thereafter, the principal and interest of said note are payable in monthly installments of not less than \$750.00 each, with the privilege of making extra payments at any time, the first installment being due and payable on or before the 15th day of October, 1962, and one installment to become due and payable on or before the 15th day of each succeeding month thereafter until the whole principal sum and all interest are fully paid, payments, when made, shall first be credited to payment of the accrued interest, and the balance, if any, shall be credited to payment of the principal of said note; said note reciting that it is secured by the Deed of Trust Lien herein granted.

The lien herein granted is subject to the following royalty reservations:

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

It is agreed that the proceeds of any indemnity collected from any insurance company for loss or damage to the improvements on said property, shall be applied to the repair or replacement of the damaged property unless the consent of the holder of said note in writing is obtained for application thereof otherwise.

WITNESS our hands this 26th day of March, A.D. 19 62.

Pete Lannon
Pete Lannon
E. W. Roberts
E. W. Roberts
Paul O'Farrell
Paul O'Farrell
Trustees of First Baptist Church, Friendswood,
Texas.

THE STATE OF TEXAS,

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared PETE LANNON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas,

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 stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of March, A.D. 19 62.

(L. S.)

Notary Public, County, Texas

My Commission Expires June, 19

THE STATE OF TEXAS,

COUNTY OF ~~HARRIS~~ GALVESTON,

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared PETE LANNON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26 day of March, A.D. 19 62

(L. S.)

Mrs. Effie Albrighton
Notary Public, Galveston County, Texas

My Commission Expires June 1st, 19 62

Filed for Record April 10, 1962 at 11:30 o'clock A. M. No. 286365

Recorded April 11, 1962 at 12:35 o'clock P. M.

JOHN R. PLATTE, County Clerk, By *R. H. Brown* Deputy.

261

201 E Heritage Dr
#6**WARRANTY DEED**

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

Date: December 15, 2011

Grantor. ALAN KEITH STEPHENSON, ~~a single person~~ and SANDRA GEORGE, ~~xxxxxxx~~
~~person~~xxx

Grantor's Mailing Address (including county):

2702 Janet Ct.
Pearland, Brazoria County, Tx. 77581

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address (including county):

111 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration

Property (including any improvements):

Tract One (1), of a survey of part of Lot Twelve (12), in Block Two (2), of FRIENDSWOOD, a subdivision of part of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

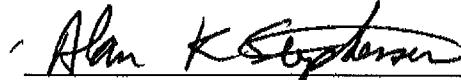
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular

ATTN 1017899

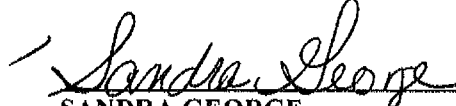
FILED BY
ALAMO TITLE COMPANY

the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

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



ALAN KEITH STEPHENSON



SANDRA GEORGE

a/k/a Sandra Garoge Stephenson

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15 day of December, 2011, by
ALAN KEITH STEPHENSON.





Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15 day of December, 2011, by
SANDRA GEORGE.





Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

EXHIBIT A

Order No.: ATH11017889

Tract 1 of a survey of part of Lot 12, Block 2 of Friendswood, a subdivision of part of the J R Williams or Sarah McKissick League, Galveston County, Texas and being more particularly described by metes and bounds as follows

BEGINNING at a half inch iron rod found at the intersection at the Northeasterly right of way of Morningside Drive (60 foot r o w) as laid out and in use in the Southerly part of East Hentage Drive (60 foot r o w) said half inch iron rod being the West corner of the herein described tract of land and the POINT OF BEGINNING.

THENCE South 45 degrees 00 minutes 00 seconds East along said Northeasterly right of way of Morningside Drive for a distance of 165 26 feet to a half inch iron rod found in concrete.

THENCE North 45 degrees 00 minutes 00 seconds East a distance of 115 00 feet to a 5/8 inch iron rod found for corner

THENCE North 45 degrees 00 minutes 00 seconds West a distance of 153 50 feet to a half inch iron rod found for corner in the Southerly right of way line of East Hentage Drive,

THENCE along a curve to the left, having a radius of 320 00 feet, a distance of 116.4 feet to the POINT OF BEGINNING.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011064225

December 20, 2011 11 14 24 AM

FEE \$24 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

202 E Heritage

63191

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 8-73-5M
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF GALVESTON

}

KNOW ALL MEN BY THESE PRESENTS:

That we, William B. Patton and wife, Myra A. Patton

of the County of Galveston and State of Texas for and
in consideration of the sum of TEN and NO/100ths (\$10.00) DOLLARS
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged, and the further consideration of the execution and delivery by grantee
of its one certain promissory note of even date herewith, in the principal sum of FORTY-
ONE THOUSAND TWO HUNDRED FIFTY and NO/100ths (\$41,250.00) DOLLARS payable to the order
of grantors in monthly installments and bearing interest as therein provided, containing
the usual clauses providing for acceleration of maturity and for attorney's fees,

--- G E E D ---
BOOK 2645 PAGE 144

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of
trust of even date herewith to Cecil L. Solomon, Trustee,
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
The First Baptist Church of Friendswood, Texas,
subject to the reservations hereinafter made,
of the County of Galveston and State of Texas, all of the following described real
property in Galveston County, Texas, to-wit:

A tract out of Lots 1 and 2, Block 2, Friendswood Subdivision out of the Sarah
McKissick or J. R. Williams League, Galveston County, Texas, according to the map or

D E E D

BOOK 2645 PAGE 145

plat of said Subdivision recorded in Vol. 238, Page 14, in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the South corner of Lot 1, Block 2, of said Subdivision, which is also the East corner of said Lot 2, which point is in the center of a 60 foot road known as Heritage Drive; Thence North 45 deg. 00 min. West, along the common line between said Lots 1 and 2, a distance of 30 feet to the beginning corner of the tract herein described; Thence from said beginning point, South 45 deg. 00 min. West, parallel to the Southeast line of said Lot 2, a distance of 227 feet to a point for corner, which point is the intersection of the Northwest line of said Heritage Drive with the Northeast line of a 60 foot road known as Pecan Drive; Thence North 45 deg. 00 min. West, along the Northeast line of said Pecan Drive and parallel to the Northeast line of said Lot 2, a distance of 375 feet to a point for corner; Thence North 45 deg. 00 min. East, parallel to the Southeast line of said lots 2 and 1, at 227 feet cross the commonline between said Lots 2 and 1, at 391.15 feet pass a 1/2 inch pipe set on the Southwest bank of a small gully, in all a distance of 397.15 feet to the center of said gully; Thence in an Easterly direction, along the center line of said gully, a distance of approximately 80 feet; Thence South 30 deg. 43 min. 39 sec. East a distance of approximately 13.4 feet to an iron pipe set on the bank of said gully; Thence continuing South 30 deg. 43 min. 39 sec. East, a distance of 195.6 feet to a point for corner; Thence South 40 deg. 03 min. 39 sec. East, a distance 122 feet to a point for corner in the curved Northwest line of said Heritage Drive, which point is North 45 deg. 00 min. East 121.5 feet and North 45 deg. 00 min. West 13.5 feet from the South corner of said Lot 1; Thence in a Southwesterly direction, along the arc of a curve of undetermined radius in the Northwest line of said Heritage Drive, a chord of which would bear approximately South 52 deg. 44 min. West, a distance of approximately 123 feet to the place of beginning.

EXCEPT, however, that the grantors herein reserve out of the property herein-
above described, all rights, title and interest in a fifteen (15') feet wide strip of
land alongside and parallel to the N 45°00' E line from the N 45°00' W line across the
commonline between said Lots 1 and 2 to the center of said gully.

SAVE and EXCEPT, and there is hereby reserved unto grantors, their heirs and
assigns, an undivided one hundred (100%) percent interest in and to all of the oil,
gas and other minerals in and under and that may be produced from the above described
property, together with the right of ingress and egress at all times for the purpose
of mining, drilling, exploring, operating and developing said lands for oil, gas and
other minerals and removing the same therefrom.

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 grantee, its successors and ~~heirs~~ 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 grantee, its succe-
sors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part
thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above
described premises, is retained against the above described property, premises and improvements until the above
described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof,
when this Deed shall become absolute.

This conveyance is made and accepted to the following matters, to the extent
same are in effect at this time: Any and all restrictions, covenants, conditions and
easements, if any, relating to the hereinabove described property, but only to the ex-
tent they are still in effect, shown of record in hereinabove mentioned County and State,
and to all zoning laws and regulations of municipal and/or other governmental authorities,
if any, but only to the extent that they are still in effect, relating to the hereinabove
described property and also to the easement to Community Public Service Company of re-
cord in Vol. 657, Page 120, in the office of the County Clerk of Galveston County,
Texas.

EXECUTED this 15th day of December, A.D. 1975.

William B. Patton
Myra A. Patton

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared

William B. Patton and wife, Myra A. Patton

known to me to be the person..... whose name..... 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 on this the

17th day of December, A. D. 1975

Notary Public in and for Galveston County, Texas.
My Commission Expires June 1, 19

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, 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 on this the

day of , A. D. 19

Notary Public in and for County, Texas.

D. F. C. U.
BOOK 2645 PAGE 147

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, 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 on this the

day of , A. D. 19

Notary Public in and for County, Texas.

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared
of

a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

day of , A. D. 19

Notary Public in and for County, Texas.

DEED
BOOK 2645 PAGE 148

63191

WARRANTY DEED
WITH VENDOR'S LIEN

TO

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO: *W. H. Humphrey Jr.*
Post Office Box 46
Waco, Texas 76792

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 mandated by law.



JAN 9 1976

W. H. Humphrey Jr.
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
JAN 9 12 34 PM 1976
COUNTY CLERK, GALVESTON COUNTY, TEXAS



2007037162

6 PGS

204 E Heritage Dr
206 E Heritage Dr
#10

WARRANTY DEED

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

Date: June 5, 2007

Grantor: JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT, husband and wife

Grantor's Mailing Address (including county):

204 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation,
and JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT, husband and wife,
as to a Life Estate

Grantee's Mailing Address (including county):

111 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A tract or parcel of land containing 0.8151 acres of land, more or less, being part of Lot One (1), in Block Two (2), of FRIENDSWOOD, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 238, Page 14, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

FILED BY
ALAMO TITLE COMPANY
4231150

Return to:
First Baptist Church of Friendswood
204 E. Heritage Drive
Friendswood, TX 77546 Page 228 of 348

In addition to the foregoing, Grantee, by its acceptance hereof, acknowledges and agrees that the above described property will be restricted as follows:

- 1) Allow either or both Joseph Mitchell Wright and wife, Artha T. Wright, to live on the property until they die or until they no longer wish to remain in the house. If, for example, they wish to move into a place of assisted living;
- 2) Allow a member of the immediate family to occupy the trailer home on tract B-Two (B-2) as long as either Joseph Mitchell Wright or Artha T. Wright are living in the home. Occasional parking of RV allowed;
- 3) Life Interest Property to include both Tract B-Two (B-2) and Tract B-Three (B-3). Privacy of Wright family to be protected;
- 4) The First Baptist Church of Friendswood to hold the title to the two (2) tracts of land and be responsible for taxes;
- 5) At present there is a house on Tract B-Two (B-2) and a trailer home on Tract B-Three (B-3). Improvements can be made as needed, but no additional living space is to be added. Joseph Mitchell Wright to be responsible for appropriate insurance and for all maintenance of the existing houses and improvements, plus any improvements which may be made to the property;
- 6) First Baptist Church of Friendswood to be allowed to seek re-zoning of both tracts to a category suitable for appropriate use by the church; and
- 7) First Baptist Church of Friendswood to be allowed to make limited improvements to the property, such as paving, as long as they do not impair the Wright family's access and use of the homes. Such improvements to be mutually agreeable to Grantor herein and First Baptist Church of Friendswood. Specifically, it is likely that a paved parking area will be added during the term of the Life Interest.

This restrictive covenant shall be a covenant running with the land and shall be binding on each of the parties hereto and their heirs, executors, administrators, legal representatives, successor and assigns.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, heirs, executors, administrators, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

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


JOSEPH MITCHELL WRIGHT

ARTHA T. WRIGHT

AGREED TO AND ACCEPTED BY:

FIRST BAPTIST CHURCH OF FRIENDSWOOD,
a Texas non-profit corporation

By: [Signature]
Name: John Knappe
Title: Co-Trustee

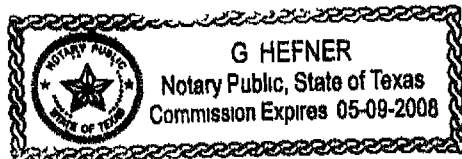
By: [Signature]
Name: John McNeely
Title: Co-Trustee

By: [Signature]
Name: Robert C. Felts
Title: Co-Trustee

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOSEPH MITCHELL WRIGHT.

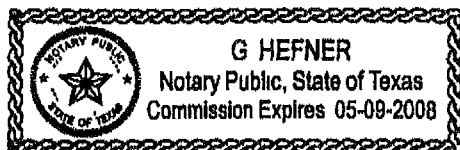


[Signature]
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by ARTHA T. WRIGHT.

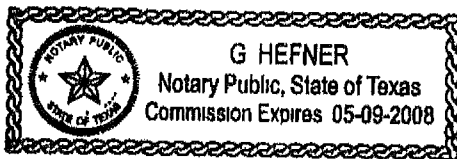


[Signature]
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOHN KNAPE, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

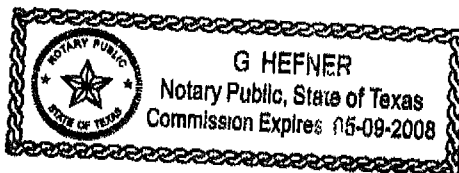
Notary's printed name:

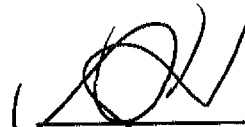
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOHN MCNEELY, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

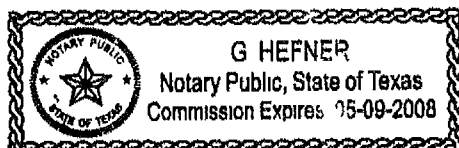
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by ROBERT C. FELTS, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

(KAM/plkH June07/42311138)

EXHIBIT "A"

A tract or parcel of land containing 0.8151 acres of land, more or less, being part of Lot 1 in Block 2, of FRIENDSWOOD, in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 238, Page 14, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows

COMMENCING at the South corner of said Lot 1, said point being in the Northwestern right-of-way line of East Heritage Drive (variable width),

THENCE North 45 deg 00 min 00 sec East, along the Northwestern right-of-way line of said East Heritage Drive, a distance of 181.50 feet to a point in the Northeasterly right-of-way line of said East Heritage Drive,

THENCE North 40 deg 03 min 39 sec West, along the Northeasterly right-of-way line of said East Heritage Drive, a distance of 77.30 feet to a ¼ inch iron rod found for the POINT OF BEGINNING of the herein described tract of land;

THENCE North 40 deg 03 min 39 sec West, along the Northeasterly right-of-way line of said East Heritage Drive, a distance of 53.00 feet to a 1-1/2 inch iron pipe found for corner,

THENCE South 49 deg 56 min 21 sec West, along the Northwestern right-of-way line of Said East Heritage Drive, a distance of 60.00 feet to a ½ inch iron rod set with cap "Survey 1", for corner,

THENCE North 30 deg 43 min 34 sec West, along the Easterly line of the First Baptist Church of Friendswood tract (3357-0002-0001-000), at a distance of 150.00 feet pass a ½ inch iron rod set with cap "Survey 1", on line and continue in all a total distance of 209.00 feet to a point for corner,

THENCE North 67 deg 10 min 33 sec East, along the Southerly line of the City-Friendswood Buyout recorded in 2001063634, and the Collins Tract recorded in 2000020038, a distance of 250.24 feet to a point for corner,

THENCE South 08 deg 56 min 21 sec West, along the Westerly line of the Manchaca Tract (3460-0002-0001-004), at a distance of 82.10 feet pass a ½ inch iron rod set with cap "Survey 1", on line and continue in all a total distance of 282.10 feet to the POINT OF BEGINNING of the herein described tract of land and containing 0.8151 acres of land, more or less

NOTE THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE
ACREAGE AND/OR SQUARE FOOTAGE ARE CORRECT

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007037162

June 07, 2007 10 37 31 AM

FEE \$32 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS



2007037164

3 PGS

208 E Heritage
#9**WARRANTY DEED**

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

Date: June 5, 2007

Grantor: CATHERINE MANCHACA, a single person, acting herein by and through her duly authorized Agent and Attorney-in-Fact, ~~C. TODD MANCHACA~~ CLAYTON TODD MANCHACA

Grantor's Mailing Address (including county):

2 Drifting Wind Run
Austin, Texas 78738

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address (including county):

111 East Heritage
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A 0.9117 acre tract of land being Tract "D", "E" and "F", out of Lot One (1), in Block Two (2), of FRIENDSWOOD SUBDIVISION, a subdivision in the Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's

FILED BY
ALAMO TITLE COMPANY
423 111 37

Return to:
First Baptist Church of Friendswood
111 East Heritage
Friendswood, TX 77546

heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

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

Catherine Manchaca by
CATHERINE MANCHACA

Clayton Todd Manchaca as

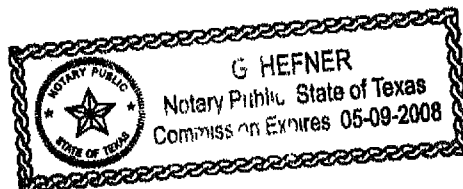
By: *Atty in Fact*

CLAYTON *C. Todd Manchaca, Agent and Attorney-in-Fact*

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by C. TODD MANCHACA, Agent and Attorney-in-Fact for CATHERINE MANCHACA, in the capacity therein stated.



[Signature]
Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 0.9117 ACRE TRACT OF LAND DESIGNATED AS TRACTS "D", "E" AND "F", OUT OF LOT 1, BLOCK 2 OF THE FRIENDSWOOD SUBDIVISION IN THE SARAH McKISSICK LEAGUE, GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1 inch iron pipe found for corner in the southeast line of the aforementioned Lot 1, which bears N 45°00'00" E a distance of 181.50 feet from the south corner of said Lot 1,

THENCE S 62°20'37" W, a distance of 37.00 feet to a ½ inch pipe rod found for corner;

THENCE N 00°28'21" E, a distance of 55.50 feet to a ½ inch iron rod set for corner;

THENCE N 40°03'39" W, a distance of 27.00 feet to a ½ inch iron pipe found for corner;

THENCE N 08°58'21" E, at a distance of 200.00 feet pass a ½ inch iron rod set for reference corner near the southwest bank of Mary's Creek, continuing in all a total distance of 271.42 feet to a point for corner in the centerline of Mary's Creek;

THENCE in a southeasterly direction along the centerline of Mary's Creek the following courses and distances:

S 60°11'22" E, a distance of 64.00 feet,

S 15°40'29" E, a distance of 21.89 feet;

S 51°31'04" E, a distance of 42.15 feet;

S 72°16'23" E, a distance of 41.47 feet;

S 45°04'33" E, a distance of 77.23 feet to a ½ inch iron rod with cap found for corner in the southeast line of Lot 1;

THENCE S 45°00'00" W, along the southeast line of said Lot 1, a distance of 258.00 feet to the PLACE OF BEGINNING and containing 0.9117 acre of land, more or less.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007037164

June 07, 2007 10 37 31 AM

FEE \$24.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

17005249

SPECIAL WARRANTY DEED

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

Date: March 9, 2017

Grantor: AL-HADI HOLDINGS, INC., a Texas corporation

Grantor's Mailing Address: 3560 Old Spanish Trail
(including County) Houston Tx 77021

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address: 111 East Heritage
(including County) Friendswood, TX 77546

Consideration:

TEN DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

Reservations from and Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay and subsequent assessments for this and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR IS CONVEYING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH HEREIN.

e-RECORDED BY VERITAS TITLE GF#

17005249-DU

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to warranty.

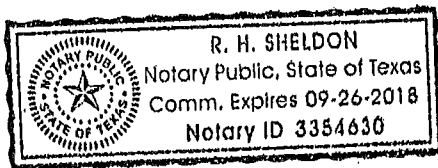
When the context requires, singular nouns and pronouns include the plural.

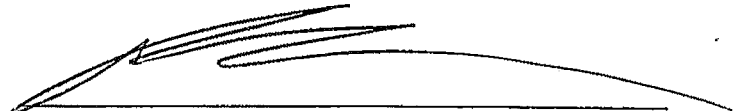
AL-HADI HOLDINGS, INC., a Texas corporation

By: 
SYED HUSSAIN, President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this 9 day of March, 2017, by **SYED HUSSAIN, President of AL-HADI HOLDINGS, INC., a Texas corporation**, on behalf thereof.




Notary Public, State of Texas

Return To:

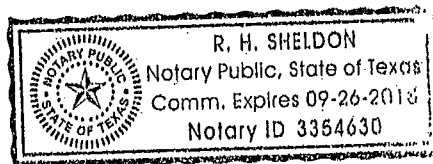


EXHIBIT "A"

BEING A TRACT OR PARCEL, CONTAINING 1.0528 ACRES (45,860 SQUARE FEET) OF LAND, MORE OR LESS, SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NUMBER 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AND BEING PORTION OF LOT 2, BLOCK 2, OF FRIENDSWOOD SUBDIVISION RECORDED IN PLAT RECORD 7, MAP NO. 20 OF THE GALVESTON COUNTY MAP RECORDS (G.C.M.R.) AND BEING ALL OF A CALLED 46,260 SQUARE FEET OF LAND CONVEYED TO AL-HADI HOLDINGS, INC. RECORDED IN GALVESTON COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (G.C.O.P.R.R.P.) NO. 2014073259, WITH SAID 1.0528 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS HEREIN ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

COMMENCING AT A 1-INCH IRON PIPE FOUND AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF PECAN DRIVE AND THE NORTHWEST R.O.W. LINE OF EAST SHADOWBEND AVENUE, AND MARKING THE SOUTH CORNER OF THE FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, RECORDED IN PLAT NO. 18, MAP NO. 900 (G.C.M.R.), FROM WHICH A 3/4-INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, BEARS FOR REFERENCE NORTH 41 DEG. 45 MIN. 11 SEC. EAST, A DISTANCE OF 240.00 FEET, AND FROM WHICH A 1/2-INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, BEARS FOR REFERENCE NORTH 48 DEG. 14 MIN. 49 SEC WEST, A DISTANCE OF 300.60 FEET;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, ALONG THE NORTHWESTWEST R.O.W. LINE OF SAID EAST SHADOWBEND AVENUE, PASSING AT A DISTANCE OF 60.00 FEET THE EAST CORNER OF A CALLED 0.385 ACRE TRACT CONVEYED TO JOSEPH & MARK PRIHODA RECORDED IN CLERK'S FILE NO. 8002724 G.C.O.P.R.R.P., CONTINUING A TOTAL DISTANCE OF 160.00 FEET TO A "X" IN CONCRETE SET, MARKING THE **POINT OF BEGINNING** AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, CONTINUING ALONG THE NORTHWEST R.O.W. OF SAID EAST SHADOWBEND AVENUE, A DISTANCE OF 160.00 FEET TO A "X" IN CONCRETE SET IN THE INTERSECTION OF THE NORTH R.O.W. OF SOUTH FRIENDSWOOD DRIVE AND THE WEST R.O.W. OF SAID EAST SHADOWBEND AVENUE, AND MARKING THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 48 DEG. 14 MIN. 49 SEC. WEST, ALONG THE NORTHEAST R.O.W. LINE OF SAID SOUTH FRIENDSWOOD DRIVE, A DISTANCE OF 241.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTH CORNER OF A CALLED 0.589 ACRE TRACT OF LAND

CONVEYED TO LOCKWOOD NATIONAL BANK RECORDED IN CLERK'S FILE NO. 2015072418 G.C.O.P.R.R.P. AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 41 DEG. 45 MIN. 11 SEC. EAST, ALONG THE EAST LINE OF SAID CALLED 0.589 ACRE TRACT AND A CALLED 0.381 ACRE TRACT CONVEYED TO LOCKWOOD NATIONAL BANK RECORDED IN CLERK'S FILE NO. 8300287 G.C.O.P.R.R.P., A DISTANCE OF 260.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET IN THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE AND MARKING THE NORTHEAST CORNER OF SAID 0.381 ACRE TRACT, AND THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE NORTH 14 DEG. 27 MIN. EAST, A DISTANCE OF 1.20 FEET;

THENCE, SOUTH 48 DEG. 14 MIN. 49 SEC EAST, ALONG THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE, A DISTANCE OF 73.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET IN THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE AND MARKING THE NORTH CORNER OF SAID 0.385 ACRE TRACT AND THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE, NORTH 10 DEG. 57 MIN. EAST, A DISTANCE OF 1.12 FEET;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, ALONG THE WEST LINE OF SAID CALLED 0.385 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET, MARKING THE WEST CORNER OF SAID CALLED 0.385 ACRE TRACT, AND INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE, NORTH 15 DEG. 30 MIN. EAST, A DISTANCE OF 1.17 FEET;

THENCE, SOUTH 48 DEG. 14 MIN. 49 SEC. EAST, ALONG THE SOUTH LINE OF SAID CALLED 0.385 ACRE TRACT, A DISTANCE OF 168.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.0528 ACRES OR 45,860 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53347, PREPARED BY WINDROSE LAND SERVICES.

FILED AND RECORDED

Instrument Number: 2017015366

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 03/10/2017 12:42PM

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



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

METES AND BOUNDS DESCRIPTION

0.4223 ACRES (18,397 SQ. FT.)

LOT 1, HARPER SUBDIVISION

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.4223 acres or 18,397 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called Lot 1, of Harper Subdivision, an unrecorded subdivision in Galveston County, Texas, same being all of that certain called Tract One (1), conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2011064225 on December 20, 2011. Said 0.4223 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

BEGINNING at a 5/8-inch iron rod with plastic cap set for corner, said corner being the northwest boundary corner of said Lot 1, same being the northwest boundary corner of said Tract One (1), the intersection of the northeast right-of-way line of Morningside Drive, a called 60-foot wide public right-of-way, with the southeast right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way, and being the beginning of a curve to the right;

THENCE with the northwest boundary line of said Lot 1, same being the southeast right-of-way line of said East Heritage Drive, and along said curve to the right, having a radius of 425.93 feet, a delta angle of 15° 39' 23", and a chord bearing and distance of North 49° 28' 38" East – 116.03 feet, for an arc distance of 116.39 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the northeast boundary corner of said Tract One (1), same being the northeast boundary corner of said Lot 1, and the northwest boundary corner of that certain called Lot 2, conveyed to Rosie Riley, by deed recorded under Galveston County Clerk's File No. 2009058843 on October 23, 2009;

THENCE South 48° 08' 50" East, along the northeast boundary line of said Lot 1, same being the northeast boundary line of said Tract One (1), and the southwest boundary line of said Lot 2, for a distance of 149.61 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southeast boundary corner of said Tract One (1), same being the southeast boundary corner of said Lot 1, the southwest boundary corner of said Lot 2, and a point in the northwest boundary line of that certain called Lot 5, conveyed to Andrew D. Chalk and Lisa M. Camp, by deed recorded under Galveston County Clerk's File No. 2005053026 on August 4, 2005;

THENCE South 41° 51' 10" West, along the southeast boundary line of said Lot 1, same being the southeast boundary line of said Tract One (1), and the northwest boundary line of said Lot 5, passing the northwest boundary corner of said Lot 5, same being the northeast boundary corner of that certain called Lot 6, conveyed to Shannon Sivcoski, a single woman, by deed recorded under Galveston County Clerk's File No. 2004081588 on December 10, 2004, and continuing for a total distance of 115.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southwest boundary corner of said Tract One (1), same being the southwest boundary corner of said Lot 1, the northwest boundary corner of said Lot 6, and being a point in the northeast right-of-way line of said Morningside Drive;

THENCE North 48° 08' 50" West, along the southwest boundary line of said Lot 1, same being the southwest boundary line of said Tract One(1), and the northeast right-of-way line of said Morningside Drive, for a distance of 165.00 feet, to the **POINT OF BEGINNING** and containing within these calls 18,397 square feet or 0.4223 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | December 15, 2019



METES AND BOUNDS DESCRIPTION

0.8151 ACRES (35,508 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.8151 acres or 35,508 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called 0.8151 acre tract of land, conveyed to First Baptist Church of Friendswood, and Joseph Mitchell Wright and Artha T. Wright, by deed recorded under Galveston County Clerk's File No. 2007037162 on June 7, 2007. Said 0.8151 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMECNING at a 3/4-inch iron pipe found for corner, said corner being the northeast boundary corner of Lot 1, in Block 2, of Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded under Plat Record 18, Map No. 900 of the Galveston County Map Records, same being the intersection of the northwest right-of-way line of said East Heritage Drive, a called 60 foot wide public right-of-way, with the southwest right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way;

THENCE North 43° 12' 30" West, along the northeast boundary line of said Lot 1, same being the southwest right-of-way line of said East Heritage Drive, for a distance of 122.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northwest right-of-way corner of said East Heritage Drive, same being the southwest boundary corner of said 0.8151 acre tract of land, and the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 33° 52' 30" West, continuing along the northeast boundary line of said Lot 1, same being the southwest boundary line of said 0.8151 acre tract, for a distance of 209.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at a northeasterly boundary corner of said Lot 1, same being the northwest boundary corner of said 0.8151 acre tract, and a point in the centerline of Mary's Creek;

THENCE North 64° 01' 42" East, along the northwest boundary line of said 0.8151 acre tract, same being the centerline of said Mary's Creek, for a distance of 250.25 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South 05° 47' 30" West, along the east boundary line of said 0.8151 acre tract, passing the northwest boundary corner of a called 0.9117 acre tract of land, conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2007037164 on June 7, 2007, at a distance of 10.71 feet, and continuing along said boundary line, for a total distance of 282.11 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the southeast boundary corner of said 0.8151 acre tract, same being the southwest boundary corner of said 0.9117 acre tract, and being a point in the southwest right-of-way line of said East Heritage Drive;

THENCE North 43° 12' 30" West, along a southerly boundary line of said 0.8151 acre tract, same being the northeast boundary line of said East Heritage Drive, for a distance of 53.00 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South 46° 47' 29" West, along a southerly boundary line of said 0.8151 acre tract, same being the northwest right-of-way line of said East Heritage Drive, for a distance of 60.00 feet, to the **POINT OF BEGINNING** and containing within these calls 35,508 square feet or 0.8151 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



METES AND BOUNDS DESCRIPTION

0.8913 ACRES (38,824 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.8913 acres or 38,824 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called 0.9117 acre tract of land, conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2007037164 on June 7, 2007. Said 0.8913 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMECNING at a 3/4-inch iron pipe found for corner, said corner being the northeast boundary corner of Lot 1, in Block 2, of Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded under Plat Record 18, Map No. 900 of the Galveston County Map Records, same being the intersection of the northwest right-of-way line of said East Heritage Drive, a called 60 foot wide public right-of-way, with the southwest right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way;

THENCE North 54° 40' 04" East, across said right-of-way of East Heritage Drive, for a distance of 60.57 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the intersection of the northwest right-of-way line of said East Heritage Drive, with the northeast right-of-way line of said East Heritage Drive, and being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 43° 12' 30" West, along the southwest boundary line of said 0.9117 acre tract, same being the northeast boundary line of said East Heritage Drive, for a distance of 77.30 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southwest boundary corner of said 0.9117 acre tract, same being the southeast boundary corner of a called 0.8151 acre tract, conveyed to First Baptist Church of Friendswood, and Joseph Mitchell Wright and Artha T. Wright, by deed recorded under Galveston County Clerk's File No. 2007037162 on June 7, 2007;

THENCE North 05° 47' 30" East, along the west boundary line of said 0.9117 acre tract, same being the east boundary line of said 0.8151 acre tract of land, for a distance of 271.40 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northwest boundary corner of said 0.9117 acre tract, same being the northeast boundary corner of said 0.8151 acre tract, and a point in the centerline of Mary's Creek;

THENCE in an easterly direction, and with the centerline of Mary's Creek, and along the northerly boundary lines of said 0.9177 acre tract, the following bearings and distances:

South 63° 20' 13" East, for a distance of 63.96 feet;

South 18° 49' 20" East, for a distance of 21.89 feet;

South 54° 39' 55" East, for a distance of 42.15 feet;

South 75° 27' 14" East, for a distance of 41.47 feet;

South 48° 13' 24" East, for a distance of 77.23 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northeast boundary corner of said 0.9177 acre tract;

THENCE South 41° 51' 09" West, along the southeast boundary line of said 0.9177 acre tract, same being, for a distance of 256.00 feet, to the **POINT OF BEGINNING** and containing within these calls 38,824 square feet or 0.8913 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



METES AND BOUNDS DESCRIPTION

1.0528 ACRES (45,860 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 1.0528 acres or 45,860 square feet of land, situated within the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being portion of Lot 2, Block 2, of Friendswood subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, same being all of that certain called 1.0528 acres of land conveyed to First Baptist Church of Friendswood, recorded under Galveston County Clerk's File No. 2017015366 on March 10, 2017. Said 1.0528 acre tract being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMENCING at a 1-inch iron pipe found at the intersection of the northeast right-of-way line of Pecan Drive, a called 60 foot wide public right-of-way, with the northwest right-of-way line of East Shadowbend Avenue, a called 60 foot wide public right-of-way, same being the southeast corner of the Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded in Plat Record 18, Map No. 900 of the Galveston County Map Records;

THENCE, South 41° 51' 10" West, along the northwesterly right-of-way line of said East Shadowbend Avenue, passing the northeast right-of-way line of said Pecan Drive, at a distance of 60.00 feet, and continuing for a total distance of 160.00 feet to a chiseled "X" in concrete found for corner, said "X" being the southeast boundary corner of a called 0.385 acre tract, conveyed to Joseph & Mark Prihoda, by deed recorded under Galveston County Clerk's File No. 80-02724, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 41° 51' 10" West, continuing along the northwest right-of-way line of said East Shadowbend Avenue, same being the southeast boundary line of said 1.0528 acre tract, for a distance of 160.00 feet to a chiseled "X" in concrete found for corner, said corner being the southeast boundary corner of said 1.0528 acre tract, same being the intersection of the northeast right-of-way line of South Friendswood Drive, a called 80 foot wide public right-of-way, with the northwest right-of-way line of said East Shadowbend Avenue;

THENCE, North 48° 08' 50" West, along the southwest boundary line of said 1.0528 acre tract, same being the northeast right-of-way line of said South Friendswood Drive, a distance of 241.00 feet, to a 5/8-inch iron rod with plastic cap found for corner, said corner being the southeast boundary corner of a called 0.589 acre tract of land, conveyed to Lockwood National Bank, by deed recorded under Galveston County Clerk's File No. 2015072418;

THENCE, North 41° 51' 10" East, along the easterly line of said called 0.589 acre tract, and a called 0.381 acre tract, conveyed to Lockwood National Bank, by deed recorded under Galveston County Clerk's File No. 83-00287, for a distance of 260.00 feet to a 5/8-inch iron rod with plastic cap found for corner, said corner being the northeast boundary corner of said 0.589 acre tract, same being the northwest boundary corner of said 1.0528 acre tract;

THENCE, South 48° 08' 50" East, along the southwest right-of-way line of said Pecan Drive, for a distance of 73.00 feet, to a 5/8-inch iron rod with plastic cap, found in the southwest right-of-way line of said Pecan Drive, said corner being the northwest boundary corner of said 0.385 acre tract;

THENCE, South 41° 51' 10" West, along the northwest boundary line of said 0.385 acre tract, for a distance of 100.00 feet, to a 5/8-inch iron rod with plastic cap found for corner;

THENCE, South 48° 08' 50" East, along the southwest boundary line of said 0.385 acre tract, for a distance of 168.00 feet, to the **POINT OF BEGINNING** and containing within these calls 45,860 square feet or 1.0528 acres of land.

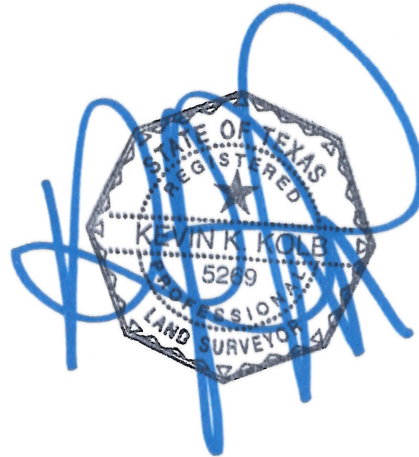
A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



PROJECT BENCHMARK:

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NUMBER 210195
HGCSO STAINLESS STEEL ROD STAMPED HGCSO 37 1986 AT US
59 AND NEWCASTLE DRIVE LOCATED S. OF INTERSECTION,
INSIDE CITY OF HOUSTON WATER TANKS, 46 FT W. OF ROAD &
60 FT NE OF POWER TRANSFORMER IN KEYMAP 4912.
ELEVATION: 55.079 FEET NAVD 1988, 2001 ADJUSTED.

F.E.M.A. FLOOD ZONE STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 49201G1065 M, DATED JANUARY 6th 2017 AND HAVE
DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY
WITHIN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE THE
100-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "X SHADED" OR
AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN.
NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE
FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN
ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT
DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO
FLOODING UNDER SPECIFIC CONDITIONS.

GENERAL SURVEYORS NOTES:

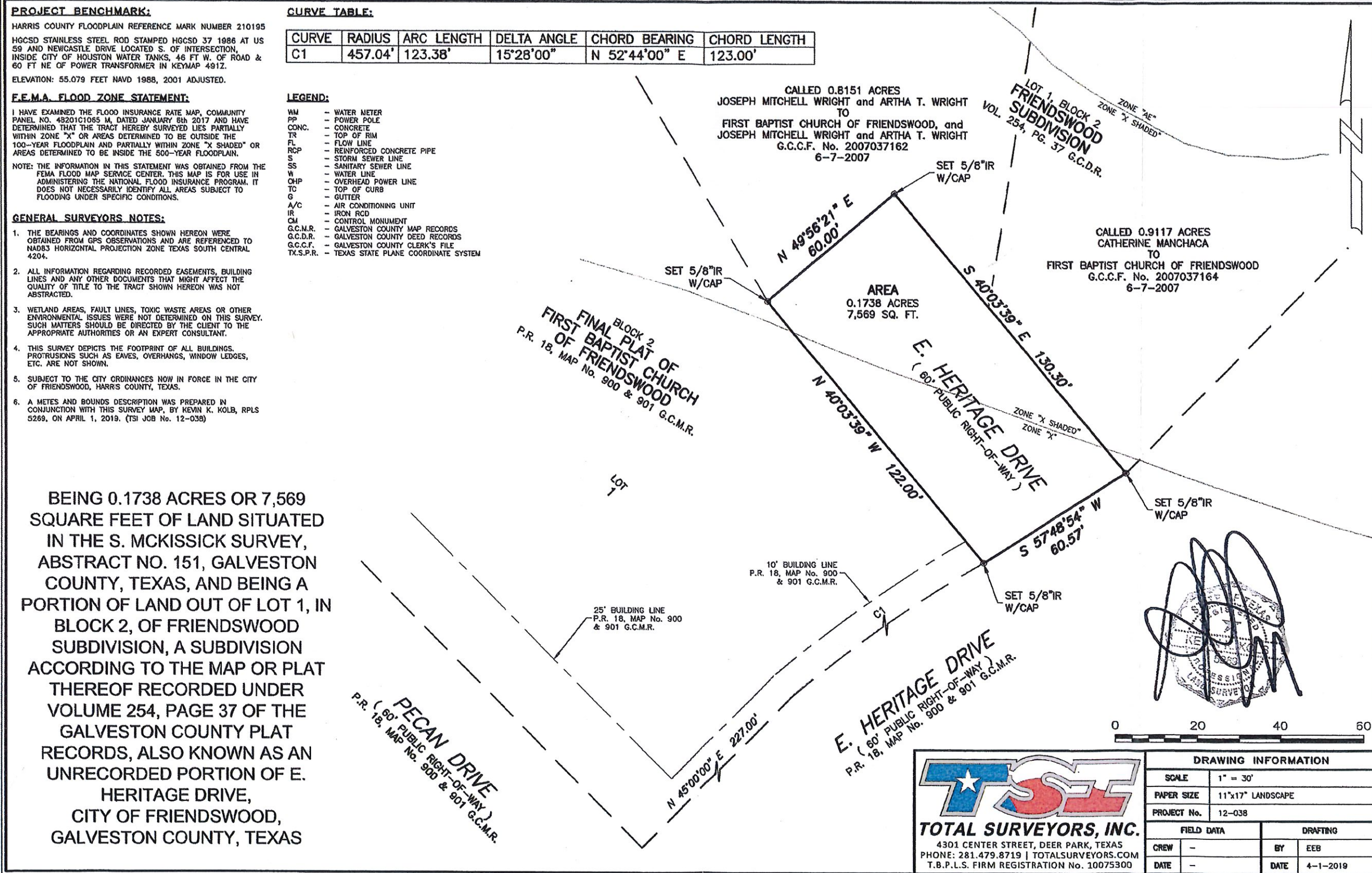
1. THE BEARINGS AND COORDINATES SHOWN HEREON WERE
OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO
NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL
4204.
2. ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING
LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE
QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT
ABSTRACTED.
3. WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER
ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY.
SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE
APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
4. THIS SURVEY DEPICTS THE FOOTPRINT OF ALL BUILDINGS,
PROTRUSIONS SUCH AS EAVES, OVERHANGS, WINDOW LEDGES,
ETC. ARE NOT SHOWN.
5. SUBJECT TO THE CITY ORDINANCES NOW IN FORCE IN THE CITY
OF FRIENDSWOOD, HARRIS COUNTY, TEXAS.
6. A METES AND BOUNDS DESCRIPTION WAS PREPARED IN
CONJUNCTION WITH THIS SURVEY MAP, BY KEVIN K. KOLB, RPLS
5269, ON APRIL 1, 2019. (TSI JOB No. 12-038)

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	457.04'	123.38'	15°28'00"	N 52°44'00" E	123.00'

LEGEND:

WM - WATER METER
PP - POWER POLE
CONC. - CONCRETE
TR - TOP OF RIM
FL - FLOW LINE
RCP - REINFORCED CONCRETE PIPE
S - STORM SEWER LINE
SS - SANITARY SEWER LINE
W - WATER LINE
OHP - OVERHEAD POWER LINE
TC - TOP OF CURB
G - GUTTER
A/C - AIR CONDITIONING UNIT
IR - IRON ROD
CM - CONTROL MONUMENT
G.C.M.R. - GALVESTON COUNTY MAP RECORDS
G.C.D.R. - GALVESTON COUNTY DEED RECORDS
G.C.C.F. - GALVESTON COUNTY CLERK'S FILE
TX.S.P.R. - TEXAS STATE PLANE COORDINATE SYSTEM



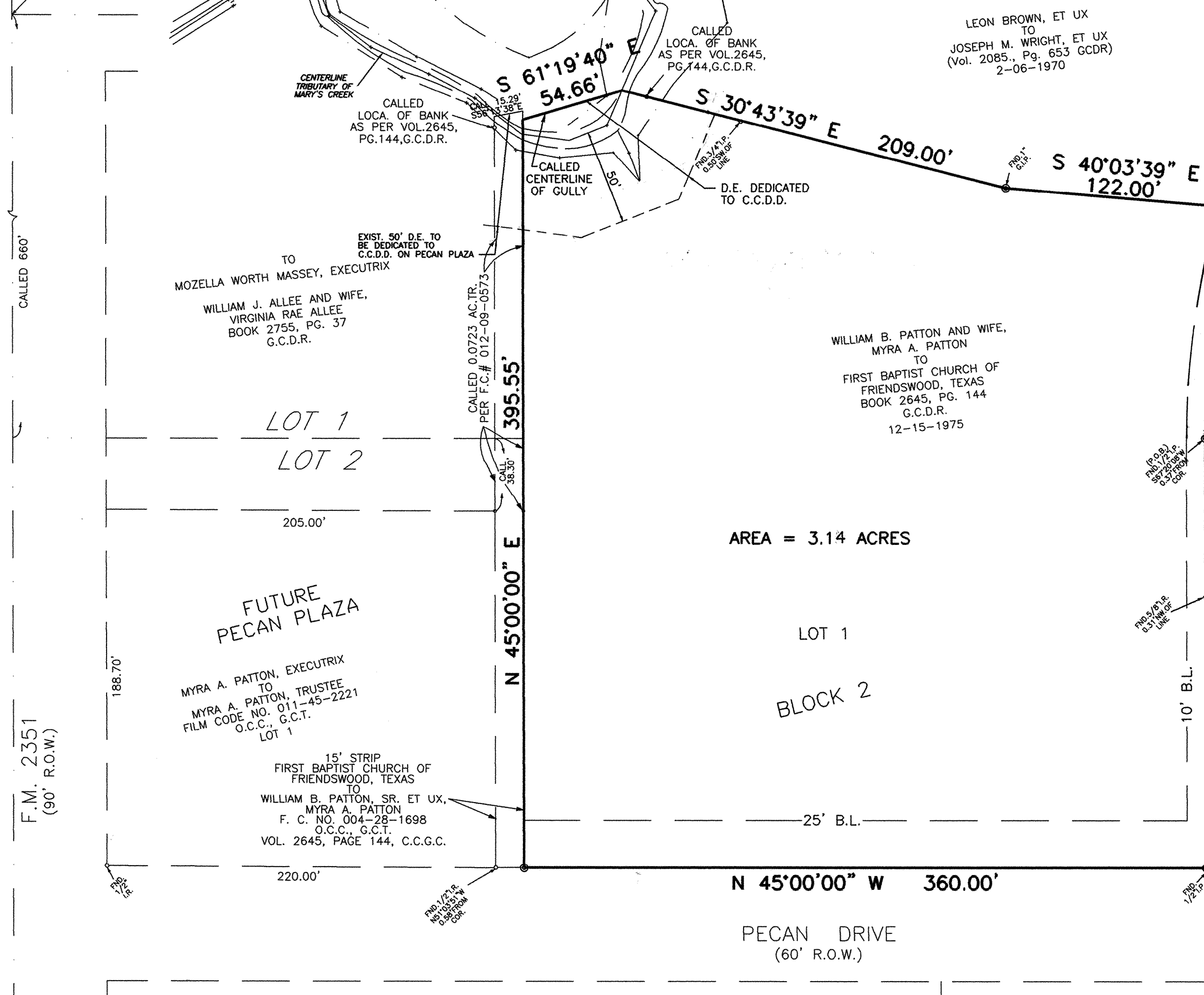
[Handwritten signature]



TOTAL SURVEYORS, INC.
4301 CENTER STREET, DEER PARK, TEXAS
PHONE: 281.479.8719 | TOTALSURVEYORS.COM
T.B.P.L.S. FIRM REGISTRATION No. 10075300

DRAWING INFORMATION			
SCALE	1" = 30'		
PAPER SIZE	11"x17" LANDSCAPE		
PROJECT No.	12-038		
FIELD DATA		DRAFTING	
CREW	-	BY	EEB
DATE	-	DATE	4-1-2019

CALL WEST
COR. OF LOT 4,
BLOCK 3,
FRIENDSWOOD
SUBDIVISION
OF FRIENDSWOOD PLAZA,
SEC. 2, DATED
AUG. 1997



STATE OF TEXAS
COUNTY OF GALVESTON

WE, FIRST BAPTIST CHURCH OF FRIENDSWOOD, Owners of the property subdivided in the above and foregoing map of PART OF LOTS 1 AND 2, BLOCK 2, FRIENDSWOOD SUBDIVISION, do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown and designate said subdivision as FIRST BAPTIST CHURCH OF FRIENDSWOOD, located in Friendswood, Galveston County, Texas and dedicate to the public use as such, the streets, alleys, parks, and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated or occasioned by the alteration of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors, and assigns to warrant and forever defend the title to the land so dedicated.

Truman Taylor
JOHN KNAPE
KEN SUIT

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Truman Taylor, John Knappe and Ken Suit known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of March, 1999.

John A. Ellison, Jr.
Notary Public in and for Galveston County, Texas
My commission expires

WE, FIRST COMMUNITY BANK, N.A., Owners of a lien upon said property, do hereby ratify and conform said subdivision and dedication, and do hereby in all things subordinate to said subdivision and dedication the lien against said landowner held by us.

By: Ruth Henry, V.P. Deputy

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM H. DAHLKAMP, TRUSTEE of First Community Bank, N.A., a Texas banking corporation, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of March, 1999.
Sandra K. Fletcher
Notary Public, State of Texas
Commission Expires 6-25-00

I, DON DENSON, 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.

WITNESS MY HAND AND SEAL this 25th day of January, 1999.

DON DENSON
Registered Professional Land Surveyor No. 2068

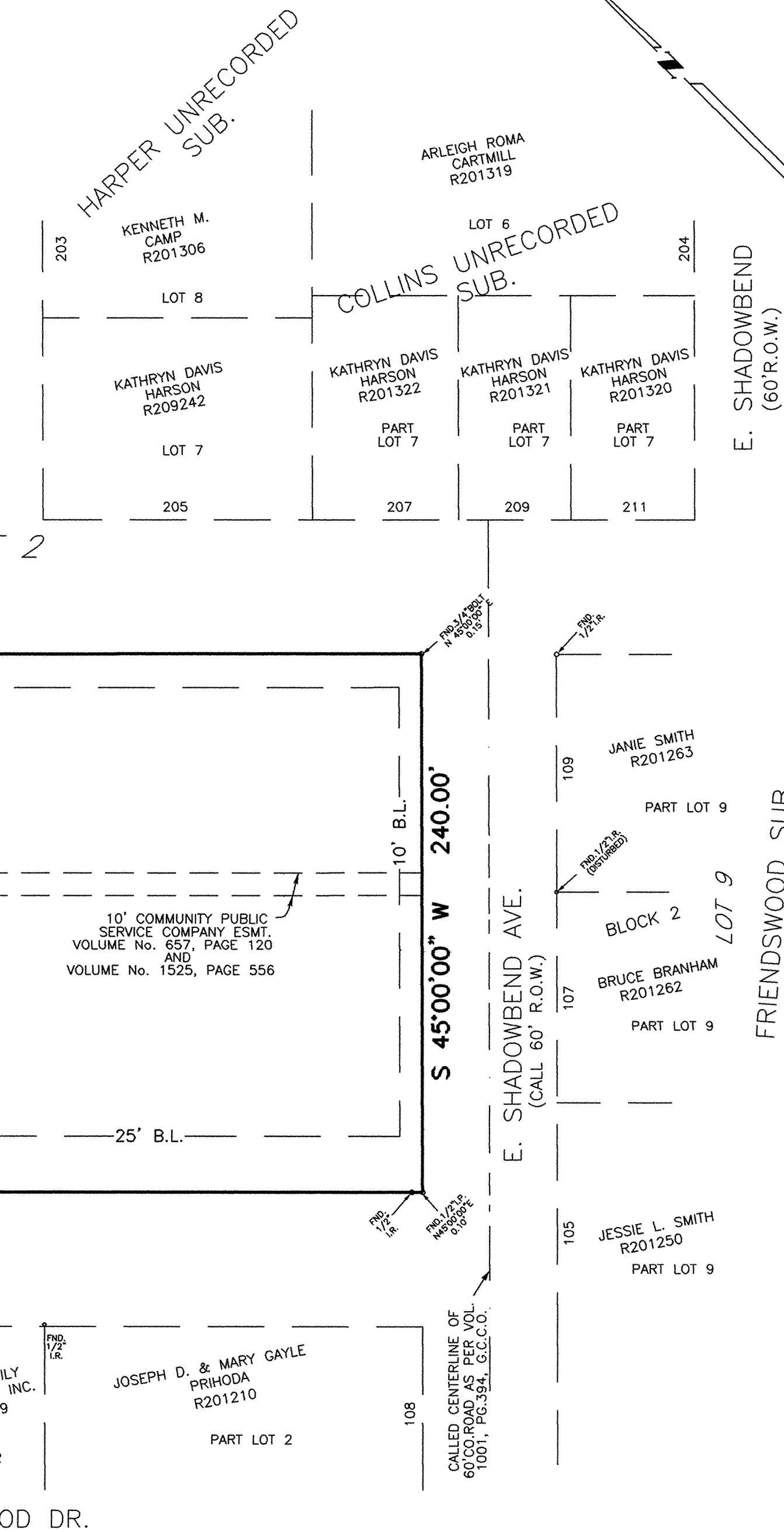
CITY OF FRIENDSWOOD
This is to certify that the City Planning Commission of the City of Friendswood, Texas has approved this plat and subdivision of FIRST BAPTIST CHURCH OF FRIENDSWOOD as shown hereon.

In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the City Planning Commission of the City of Friendswood, Texas this 19th day of May, 1999.

Ruth Henry
W.P. Finger
RUTH HENRY - DEVELOPMENT COORDINATOR
WILLIAM R. FINGER - CHAIRMAN

FLOOD STATEMENT - BASE FLOOD ELEV. 24.00
TRACT LIES OUTSIDE 500 YEAR FLOOD PLAIN (ZONE "X")
AS PER F.I.R.M. PANEL # 485468 0005 E. PRELIMINARY DATE 9-30-97
EXCEPT MOST NORTHWESTERLY PORTION WHICH LIES IN ZONE "AO"
WITHIN 100 YEAR FLOOD PLAIN.
FLOOD PLAIN LINE DETERMINED BY TOPOGRAPHIC SURVEY
BENCHMARK N.G.S. MARKER #459
LOCATED ON THE WEST SIDE OF BRIARMEADOW
APPROX. 185± WEST OF CENTERLINE OF
SUNSET BLVD.
ELEV. 26.34 (1978 ADJ.)
PROJECT BENCHMARK ELEVATION = 32.92 (1978 DATUM)
B.M. #65 CITY OF FRIENDSWOOD BM SYSTEM
SE. COR. METAL BASE PLATE ON LIGHT POLE
IN FRONT OF OLD POST OFFICE BLDG. NEAR
EXIT DRIVEWAY.
T.B.M. - F.H. ON WESTERLY SIDE OF E. HERITAGE
DRIVE AT MORNINGSIDE DRIVE.

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT
SUPERVISOR
DATE
SUPERVISOR
DATE



S. FRIENDSWOOD DR.

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

Mickiel G. Hodge, P.E. - CITY ENGINEER

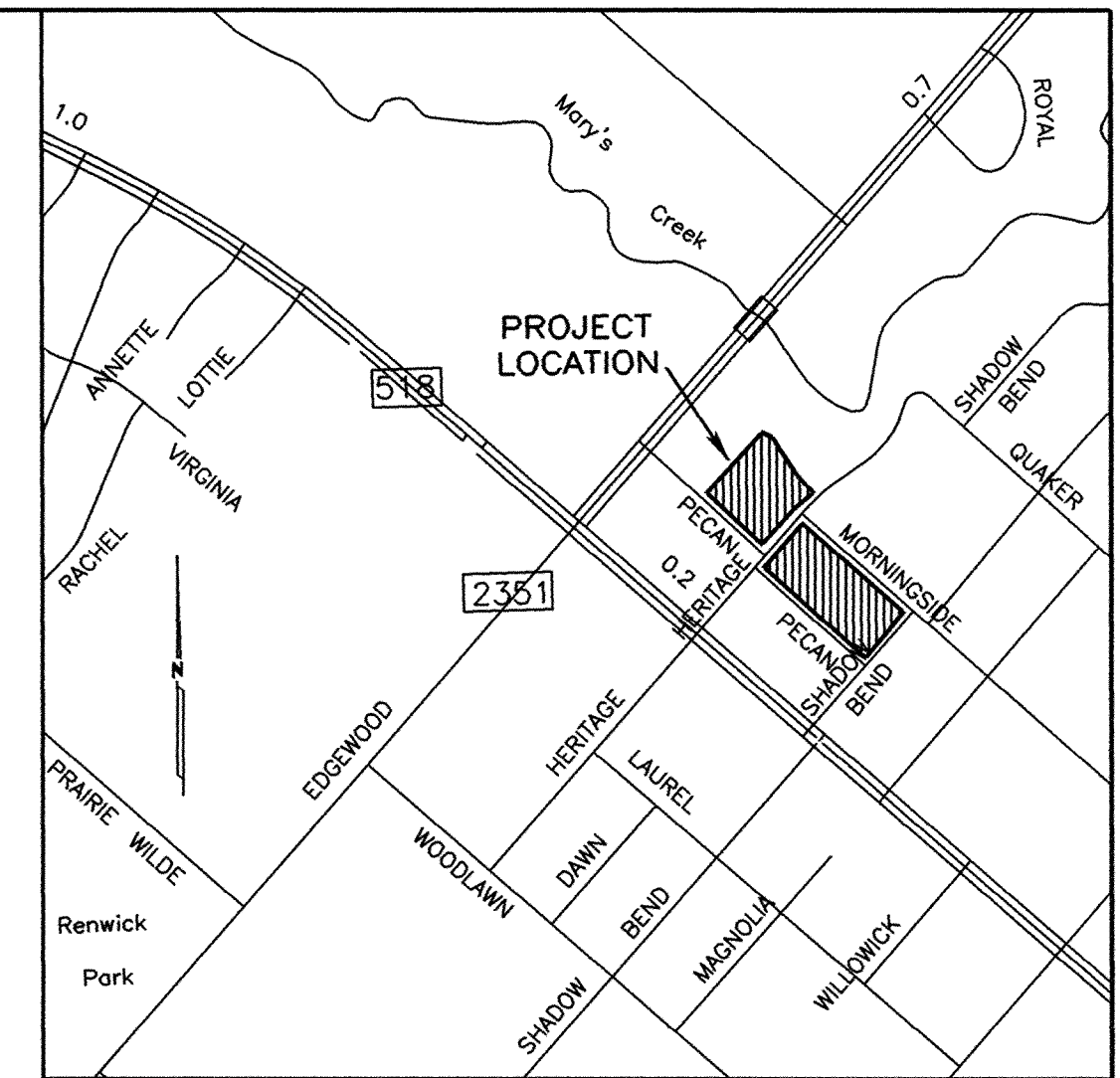
STATE OF TEXAS
COUNTY OF GALVESTON

I, PATRICIA RITCHIE, County Clerk, Galveston County, Texas do hereby certify that this written instrument was filed for record in my office on 1999, at o'clock a.m., and duly recorded on 1999, at o'clock a.m., in Plat Record Map Number, Galveston County Map Records.

Witness My Hand And Seal of Office at Galveston, Texas the day and date last above written.

PATRICIA RITCHIE
County Clerk of Galveston County, Texas

By: Deputy



VICINITY MAP

SCALE: 1" = 2000'

NOTES

- PERMANENT STRUCTURES, INCLUDING FENCES, SHALL NOT BE ERRECTED IN A DRAINAGE EASEMENT WHICH WILL INHIBIT FREE FLOW OF WATER IN THE DITCH OR ACCESS TO THE EASEMENT BY DRAINAGE CREWS OR EQUIPMENT.
- DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
- THERE ARE NO PIPELINES OR PIPELINE EASEMENTS ON THIS TRACT, OR WITHIN 100' OF SAME, OTHER THAN THOSE SHOWN.
- FOUR FOOT(4') WIDE SIDEWALKS SHALL BE PROVIDED BY THE OWNER AT THE TIME OF CONSTRUCTION.
- CONTACT THE CLEAR CREEK DRAINAGE DISTRICT AT 482-0404 48 HOURS TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR FINAL INSPECTION.
- BACKFLOW PREVENTION EQUIPMENTS ARE REQUIRED AT ALL WATER OUTLETS AND ANY OTHER CONNECTION THAT MAY CAUSE CONTAMINATION.
- NO BUILDING PERMIT SHALL BE ISSUED FOR ANY DEVELOPMENT ON THIS SITE UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE CLEAR CREEK DRAINAGE DISTRICT.
- TO CONVERT PROJECT BENCHMARK DATUM SUBTRACT 0.12' FROM PROJECT BENCHMARK ELEVATION 32.92.
- ALL OVERHEAD POWER ON-SITE TO BE REMOVED AND UNDERGROUND INSTALLED.

SURVEYOR

LAND DATA SURVEYS, INC.
P.O. BOX 890027
HOUSTON, TEXAS 77289-0027
PHONE: (281) 332-7050

ENGINEER

MUNICIPAL ENGINEERING CO., INC.
3301 FEDERAL STREET
PASADENA, TEXAS 77504
PHONE: (713) 941-8988

OWNER

FIRST BAPTIST CHURCH
OF FRIENDSWOOD
111 E. HERITAGE
TRUMAN TAYLOR, TRUSTEE
JOHN KNAPE, TRUSTEE
KEN SUIT, TRUSTEE
FRIENDSWOOD, TEXAS 77546
PHONE: (281)482-7573

FINAL PLAT
OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD

A 6.12 ACRE TRACT OF LAND BEING PART OF LOT 1 & LOT 2, BLOCK 2, OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 254, PAGE 37, IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS.

2 LOTS
2 BLOCKS
FEBRUARY 19, 1999
SCALE: 1" = 50'
C.O.F. REV. 3/12/99
C.O.F. REV. 3/7/99
(SHT. 1 OF 2)

METES AND BOUNDS DESCRIPTION

DESCRIPTION OF 2.98 ACRE TRACT

A TRACT OF LAND CONTAINING 2.98 ACRES, MORE OR LESS, BEING PART OF AND OUT OF LOT 2, BLOCK 2 OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 254, PAGE 37 IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS; SAID 2.98 ACRES, MORE OR LASS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 1 OF SAID BLOCK 2, SAME BEING ON THE NORTHEASTERLY LINE OF SAID LOT 2;

THENCE , S 45°00'00" E, ALONG THE COMMON LINE OF LOTS 1 AND 12, A CALLED DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTHEASTERLY LINE OF MORNINGSIDE DRIVE (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE (BASED ON A WIDTH OF CALLED 60 FEET);

THENCE , S 45°00'00" W, ACROSS MORNINGSIDE DRIVE RIGHT-OF-WAY, FOR A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD SET FOR THE INTERSECTION OF THE SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE (BASED ON WIDTH OF CALLED 60 FEET), AND BEING THE POINT OF BEGINNING;

THENCE S 45°00'00" E, ALONG THE SAID SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE, FOR A DISTANCE OF 541.40 FEET TO A POINT FOR CORNER MARKING THE INTERSECTION OF THE SAID SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE WITH THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE FROM WHICH A FOUND 3/4-INCH BOLT BEARS WITNESS AT N 45°00'00"E, A DISTANCE OF 0.15 FEET;

THENCE , S 45°00'00" W, ALONG THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE, FOR A DISTANCE OF 240.00 FEET TO TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE WITH THE NORTHEASTERLY LINE OF PECAN DRIVE (CALLED 60 FEET WIDE), FROM WHICH A FOUND 1/2-INCH IRON PIPE BEARS WITNESS AT 45°00'00" E, A DISTANCE OF 0.10 FEET;

THENCE , N 45°00'00" W, ALONG THE NORTHEASTERLY LINE OF PECAN DRIVE, PASSING A FOUND 1/2-INCH IRON ROD AT 4.86 FEET AND CONTINUING FOR TOTAL DISTANCE OF 541.40 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE SAID OCCUPIED NORTHEASTERLY LINE PECAN DRIVE WITH THE AFORESAID SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE;

THENCE , N 45°00'00" E, ALONG THE SAID SOUTHWESTERLY LINE OF EAST HERITAGE DRIVE, FOR A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING, OF A TRACT CONTAINING 2.98 ACRES, MORE OR LESS.

DESCRIPTION OF 3.14 ACRE TRACT

A TRACT OF LAND CONTAINING 3.14 ACRES, MORE OR LESS, BEING PART OF AND OUT OF LOT 1 AND 2, BLOCK 2 OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254, PAGE 37 IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS; SAID 3.14 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 1 OF SAID BLOCK 2, SAME BEING ON THE CALLED CENTERLINE OF EAST HERITAGE DRIVE;

THENCE, N 45°00'00" WEST, ALONG THE COMMON LINE OF SAID LOTS 1 AND 2, A CALLED DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, ON THE NORTHWESTERLY LINE OF EAST HERITAGE DRIVE (CALLED 60 FEET WIDE), FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS WITNESS AT S 67°20'08" W A DISTANCE OF 0.37 FEET;

THENCE, S 45°00'00" W, ALONG THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE, FOR A DISTANCE OF 227.00 FEET TO A 1/2 INCH IRON PIPE FOUND FOR A CORNER, SAME BEING THE INTERSECTION OF THE NORTHEASTERLY LINE OF PECAN CRIVE (CALLED 60 FEET WIDE) WITH THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE;

THENCE, N 45°00'00" W, ALONG THE SAID NORTHEASTERLY LINE OF PECAN DRIVE, FOR A DISTANCE OF 360.00 FEET TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 45°00'00" E, FOR A DISTANCE OF 395.55 FEET TO THE CENTERLINE OF MARY'S CREEK;

THENCE, S 61°19'40" E, GENERALLY ALONG THE CALLED CENTERLINE OF SAID MARY'S CREEK, FOR A DISTANCE OF 54.66 FEET (CALLED) TO A POINT FOR CORNER;

THENCE, S 30°43'39" E, ALONG A NORTHEASTERLY LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF 209.00 FEET TO A 1 INCH GALVANIZED IRON PIPE FOUND MARKING AN

THENCE, S 40°03'39" E, FOR A DISTANCE OF 122.00 FEET TO A 3/4 INCH IRON PIPE FOUND FOR CORNER, AT THE P.C. OF A CURVE TO THE LEFT, ON THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE;

THENCE FOLLOWING SAID CURVE TO THE LEFT HAVING A RADIUS OF 457.04 FEET, A CENTRAL ANGLE OF 15°28'00", CHORD BEARING AND DISTANCE -SOUTH 52°44'00" WEST - 123.00 FEET, AN ARC DISTANCE OF 123.37 FEET TO THE POINT OF BEGINNING, OF A TRACT CONTAINING 3.14 ACRES OF LAND, MORE OR LESS.

SURVEYOR

LAND DATA SURVEYS, INC.
P.O. BOX 890027
HOUSTON, TEXAS 77289-0027
PHONE: (281) 332-7050

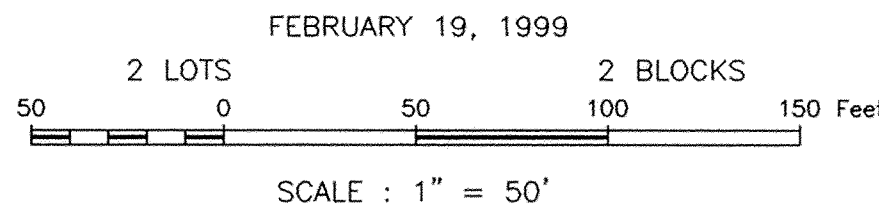
ENGINEER

MUNICIPAL ENGINEERING CO., INC.
3301 FEDERAL STREET
PASADENA, TEXAS 77504
PHONE: (713) 941-8988

OWNER

FIRST BAPTIST CHURCH
OF FRIENDSWOOD
111 E. HERITAGE
TRUMAN TAYLOR, TRUSTEE
JOHN KNAPE, TRUSTEE
KEN SUIT, TRUSTEE
FRIENDSWOOD, TEXAS 77546
PHONE: (281)482-4023

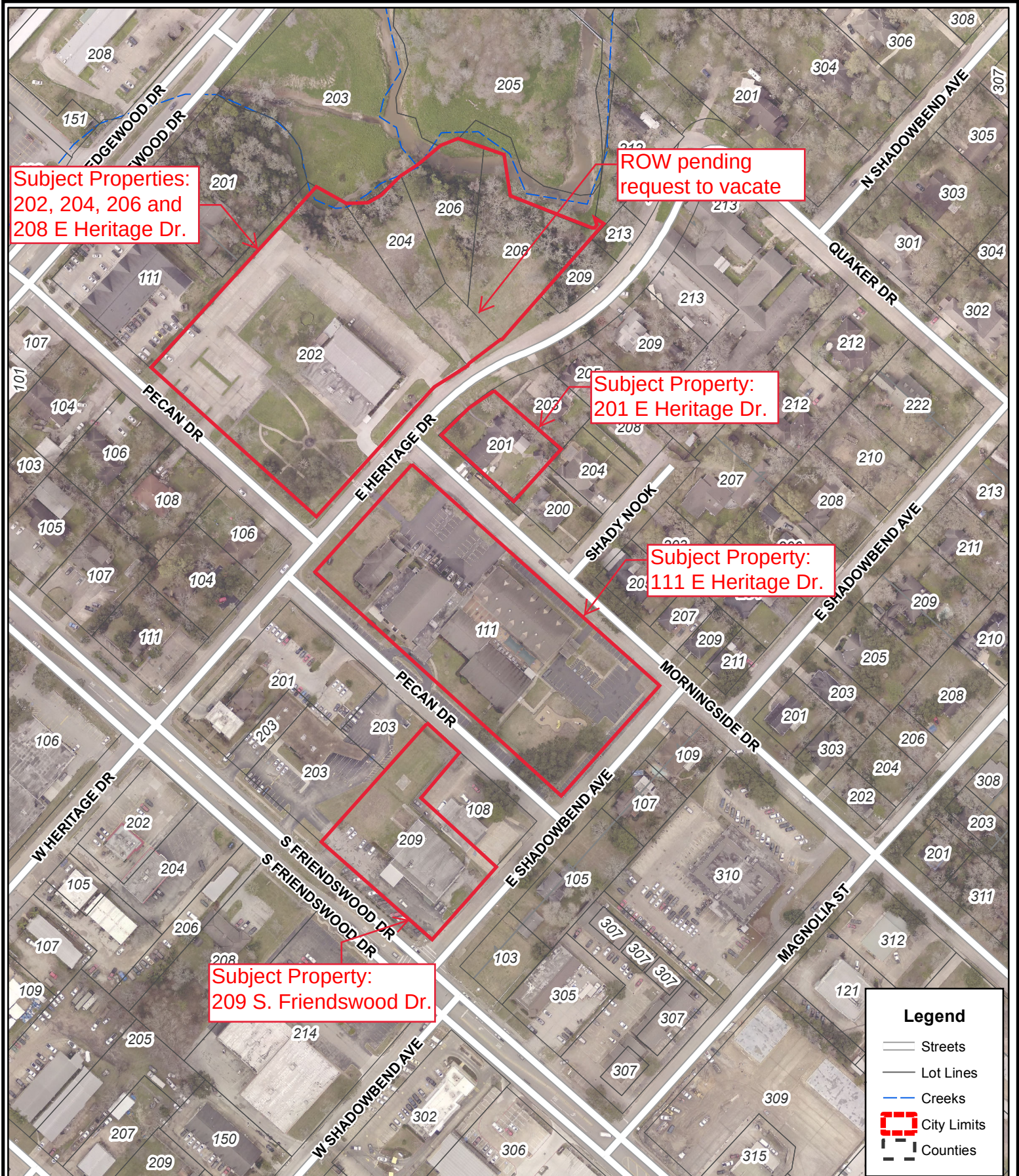
FINAL PLAT
OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD



C.O.F. REV. 3/12/99
CCDD REV. 2/19/99 ADDED CREEK (SHT. 2 OF 2)

Exhibit B

1. Aerial Map
2. Location Map
3. Zoning Map
4. FBC Cover Sheet
5. FBC Site Plan
6. FBC Landscape Plan
7. FBC Photometric Plan
8. FBC Building Elevations - Perspectives
9. FBC Building Elevations – Administration Building
10. FBC Building Elevations – Church Building
11. FBC Building Elevations – Storage Building
12. FBC Building Elevations – Family Life Center



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.

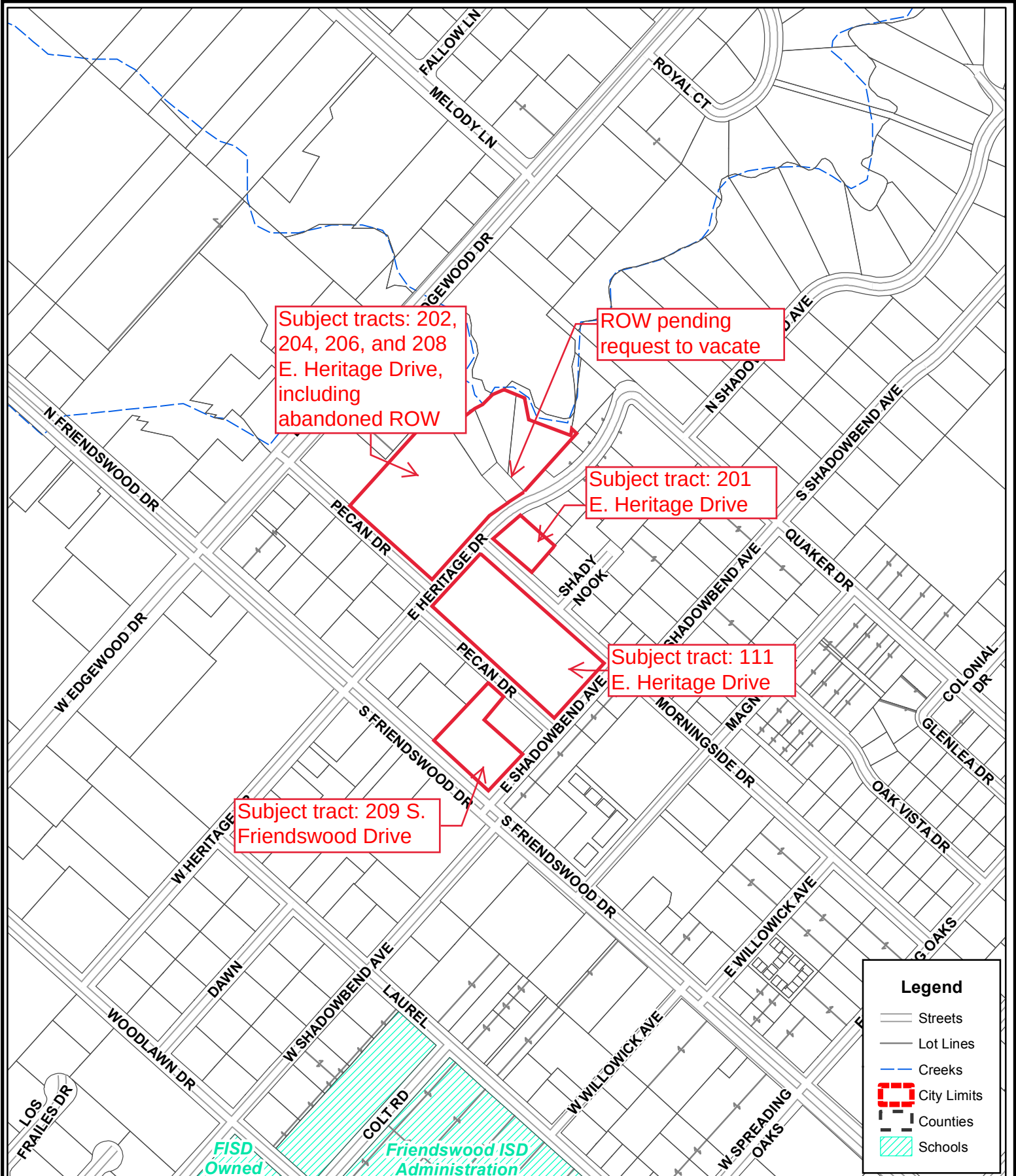


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 205'
Page 254 of 348



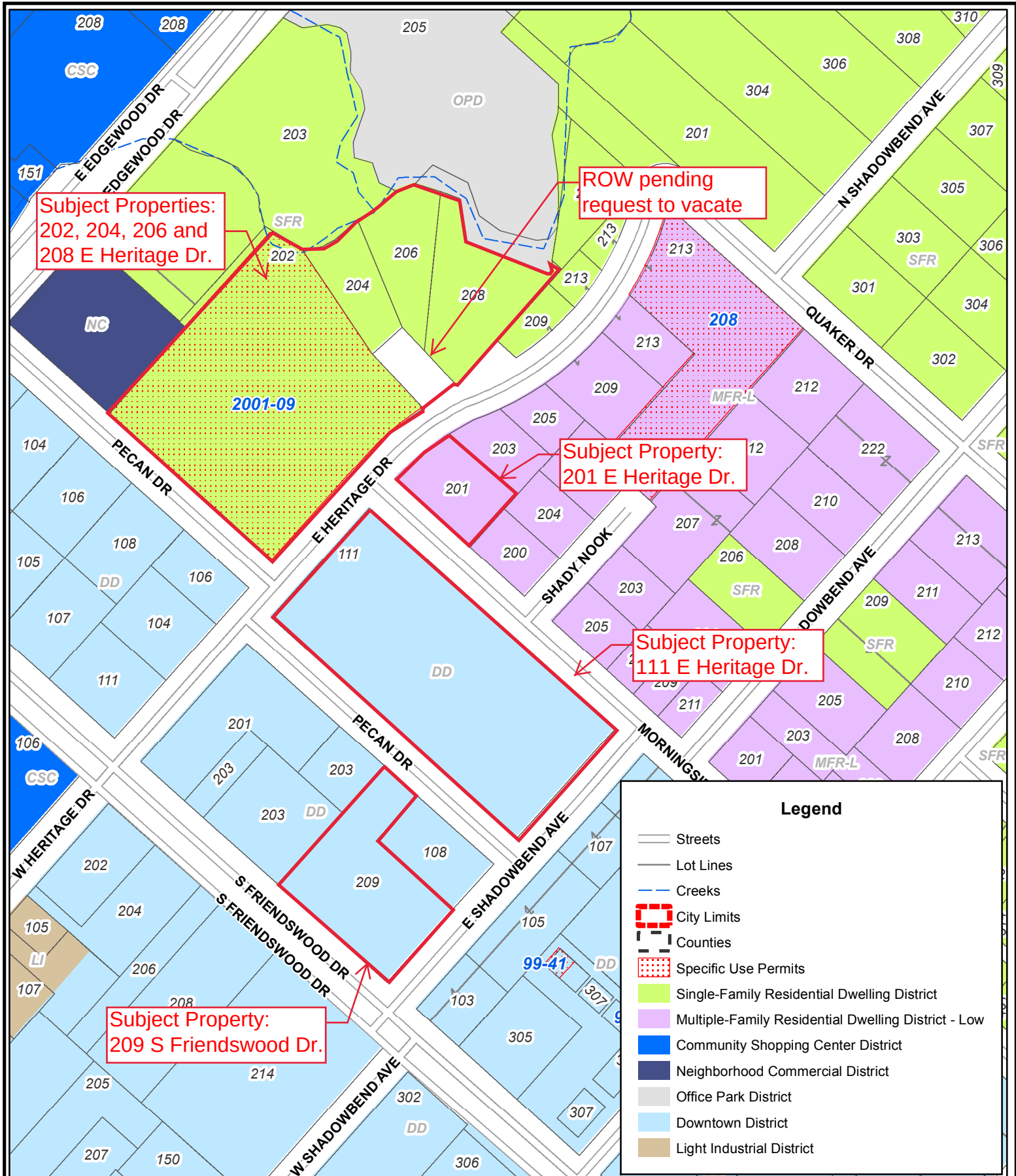
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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





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

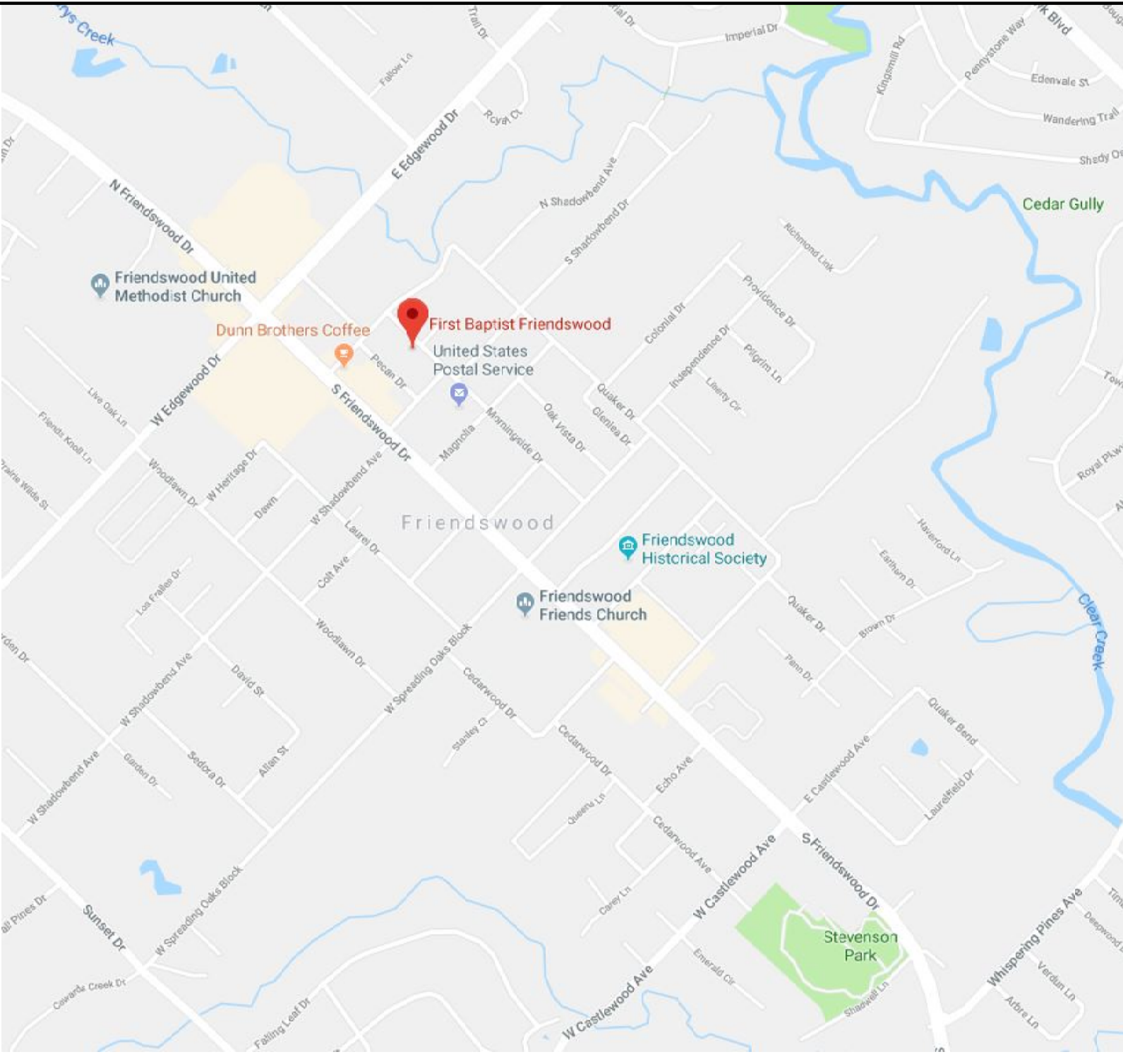
Friendswood GIS Mapping



1" = 205'
Page 256 of 348



700 Louisiana Street, Suite 350
Houston, Texas 77002
713.374.0000
www.zieglercooper.com



VICINITY MAP
SCALE= 1:1,000

1

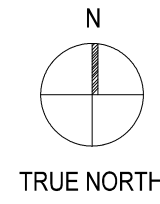
FIRST BAPTIST CHURCH FRIENDSWOOD
111 EAST HERITAGE DRIVE
FRIENDSWOOD, TEXAS 77546
JANUARY 10, 2020

SPECIFIC USE PERMIT OPTION 2 SUBMITTAL

DRAWING INDEX

- COVER SHEET
- SUBMITTAL DRAWINGS:
- SUP 1.10 SITE PLAN
 - SUP 2.10 LANDSCAPE PLAN/ TREE SURVEY/ MITIGATION STUDY
 - SUP 3.10 PHOTOMETRIC PLAN
 - SUP 4.10 BUILDING PERSPECTIVES
 - SUP 4.11 ADMINISTRATION BUILDING ELEVATIONS
 - SUP 4.12 CHURCH ADDITION ELEVATION
 - SUP 4.13 STORAGE BUILDING ELEVATIONS
 - SUP 4.14 FAMILY LIFE CENTER ELEVATIONS

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-9-20	CITY REVISION
3-30-20	CITY REVISION

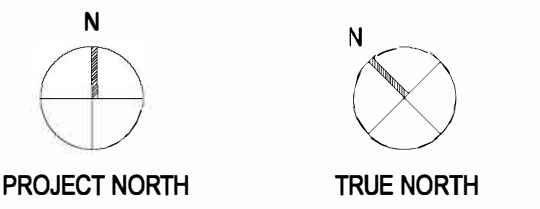


FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
COVER SHEET

SHEET NUMBER
COVER

ZCA PROJECT # 1104901

[illegible]

FIRST BAPTIST
CHURCH
FRIENDSWOOD

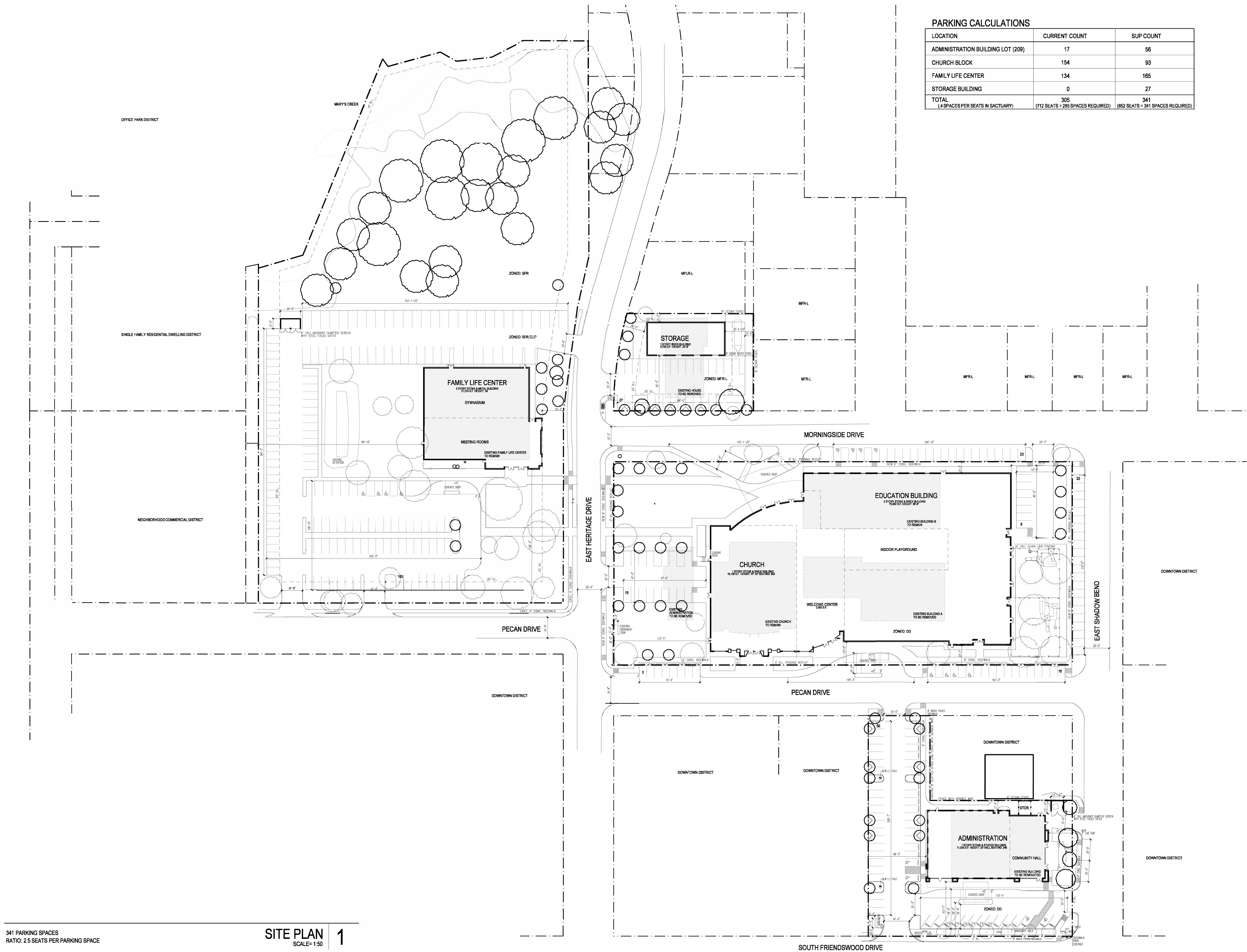
SHEET TITLE

SITE PLAN

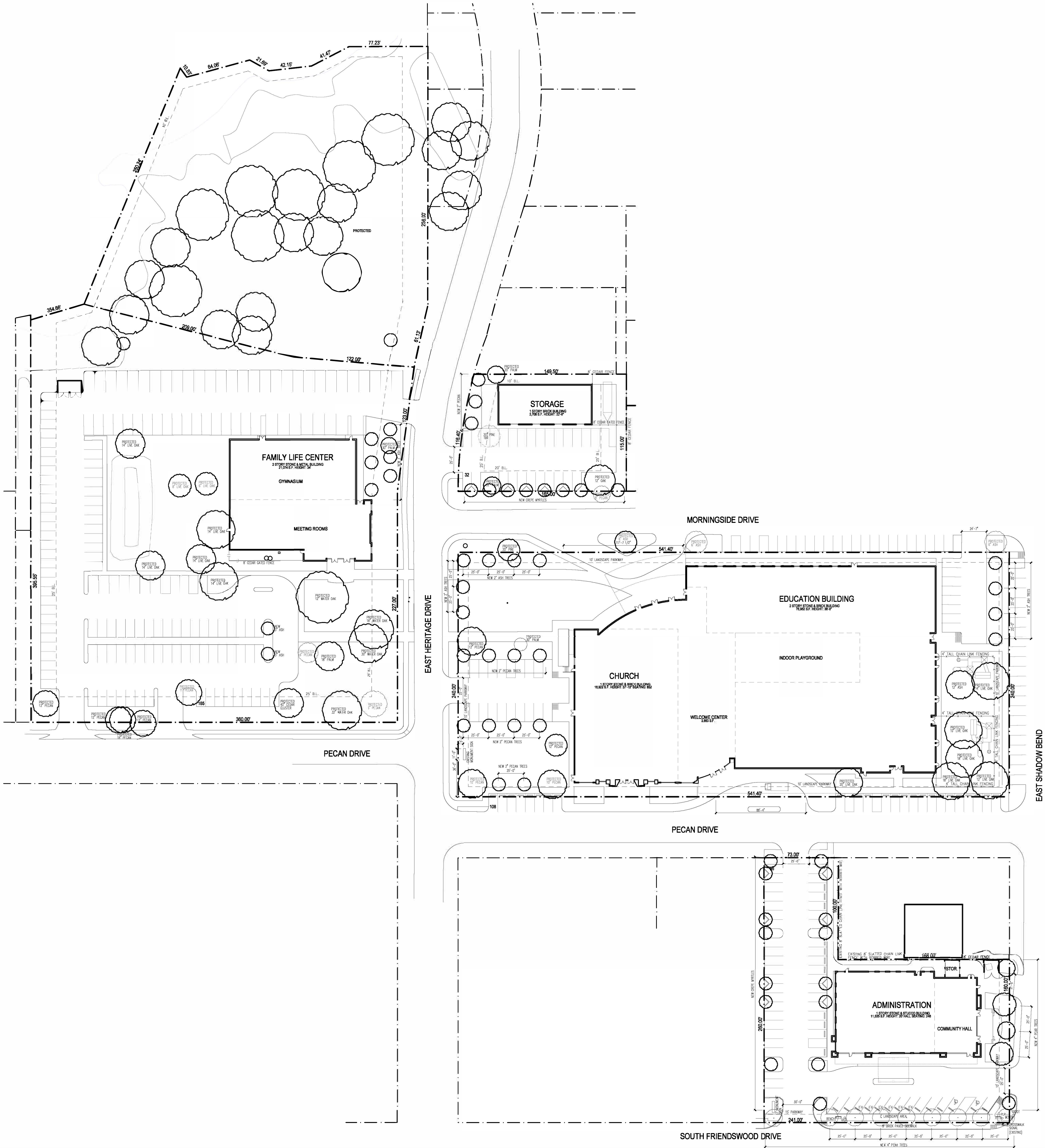
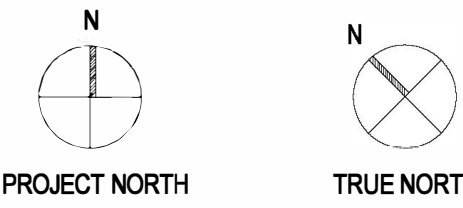
SHEET NUMBER

SUP 1.10

ZCA PROJECT # 1104901



TREES GREATER THAN 12"	TREES TO REMAIN OR BE MITIGATED
CHURCH BLOCK (111 EAST HERITAGE DRIVE)	
20" PINE	TO REMAIN
12" PECAN	TO REMAIN
30" PALM	TO REMAIN
12" PECAN	TO REMAIN
20" LIVE OAK	TO REMAIN
18" LIVE OAK	TO REMAIN
12" LIVE OAK	TO REMAIN
18" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
12" ASH	TO REMAIN
FAMILY LIFE CENTER (202 EAST HERITAGE DRIVE)	
30" PALM	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
14" LIVE OAK	TO REMAIN
12" WATER OAK	TO REMAIN
18" WATER OAK	TO REMAIN
30" WATER OAK	TO REMAIN
18" PALM	TO REMAIN
32" WATER OAK	TO REMAIN
40" CEDAR CLUSTER	TO REMAIN
12" PECAN	TO REMAIN
18" PECAN	TO REMAIN
12" PECAN	TO REMAIN
12" PECAN	TO REMAIN
STORAGE BUILDING LOT (201 EAST HERITAGE DRIVE)	
20" PINE	3" ASH AT FLC TO SCREEN METAL BUILDING FACADE
32" PALM	TO REMAIN
12" OAK	TO REMAIN

[illegible]

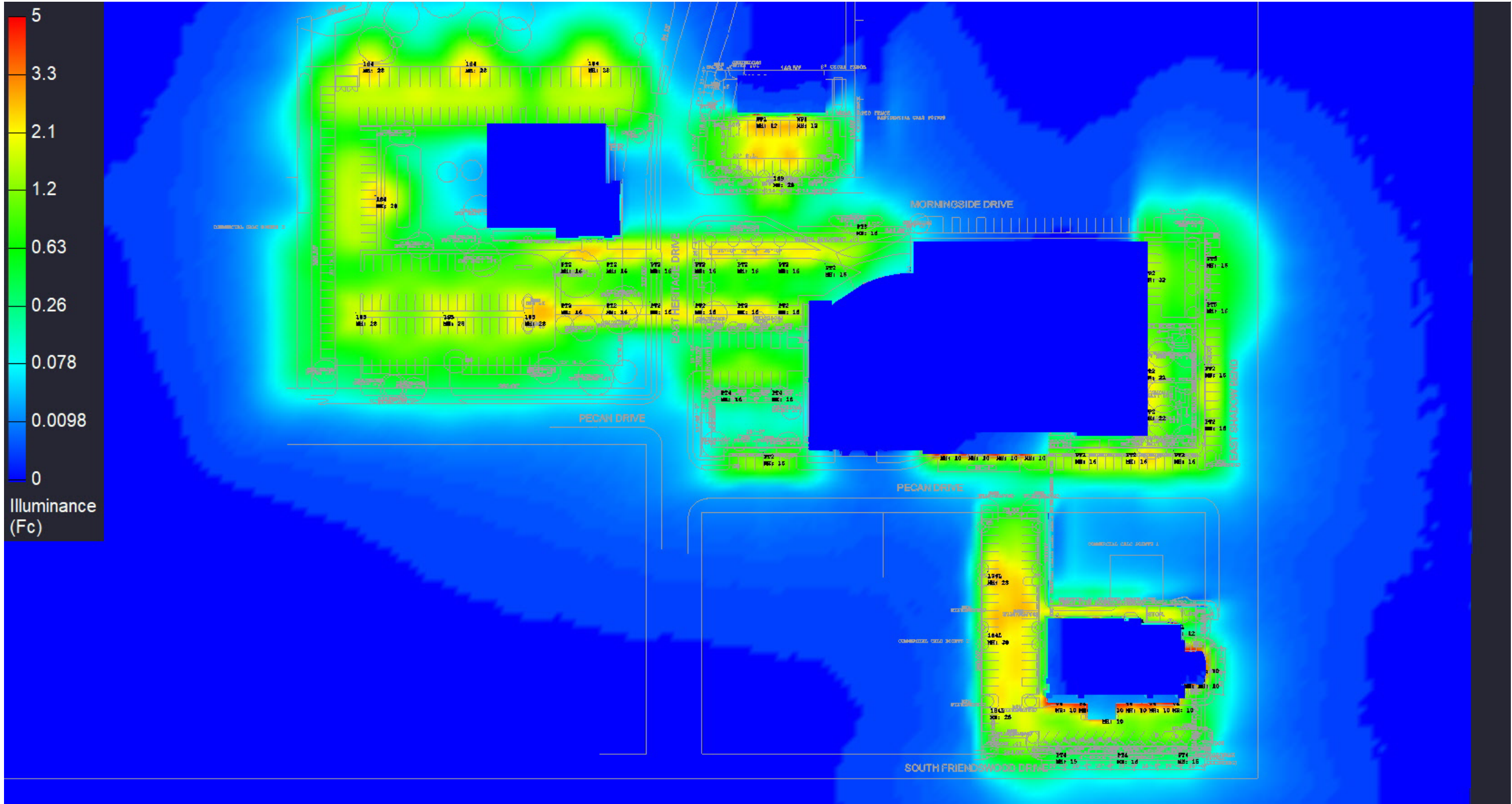
FIRST BAPTIST
CHURCH
FRIENDSWOOD

LANDSCAPE PLAN/
TREE SURVEY/
MITIGATION STUDY
SHEET NUMBER

SUP 2.10

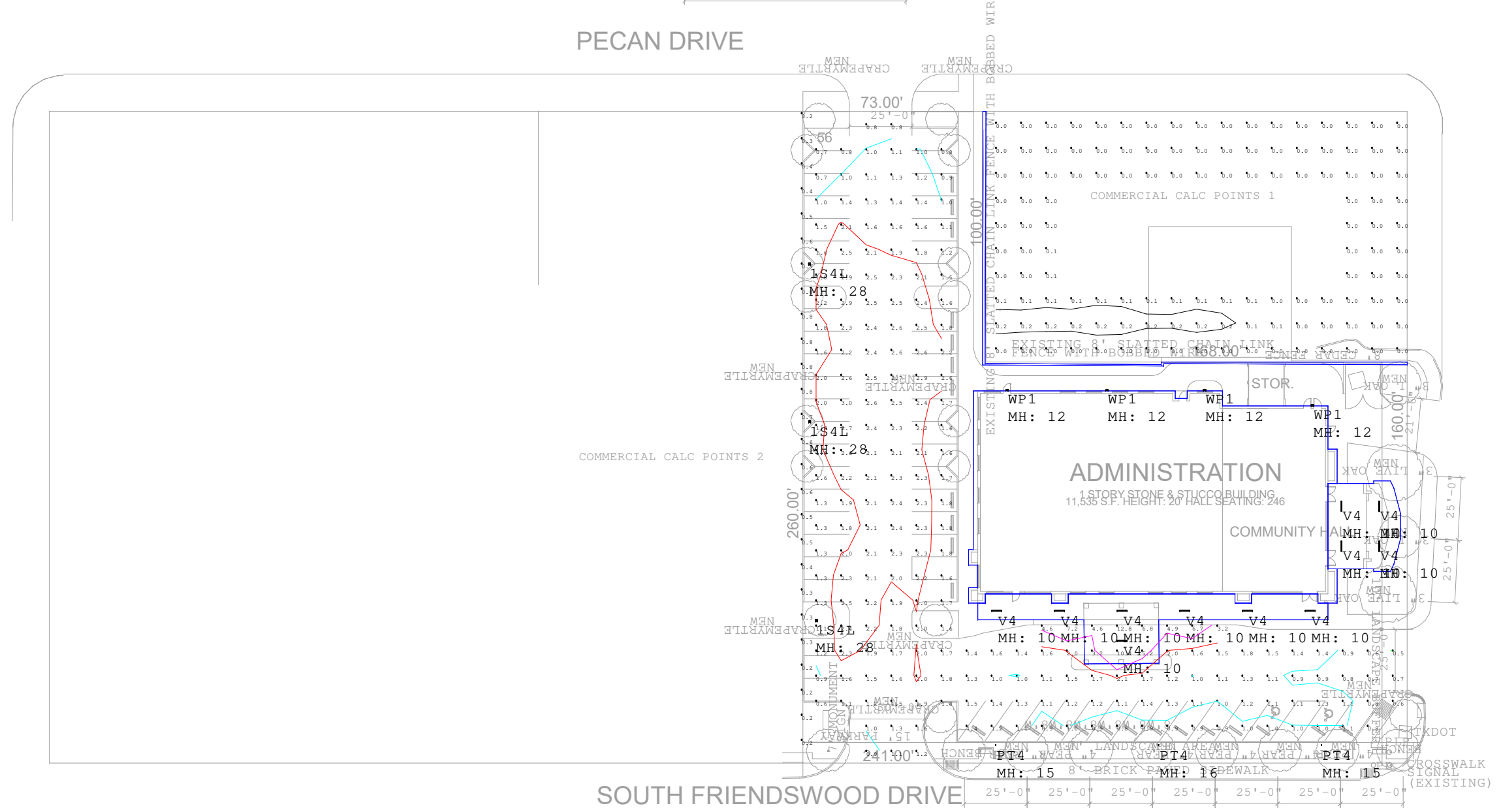
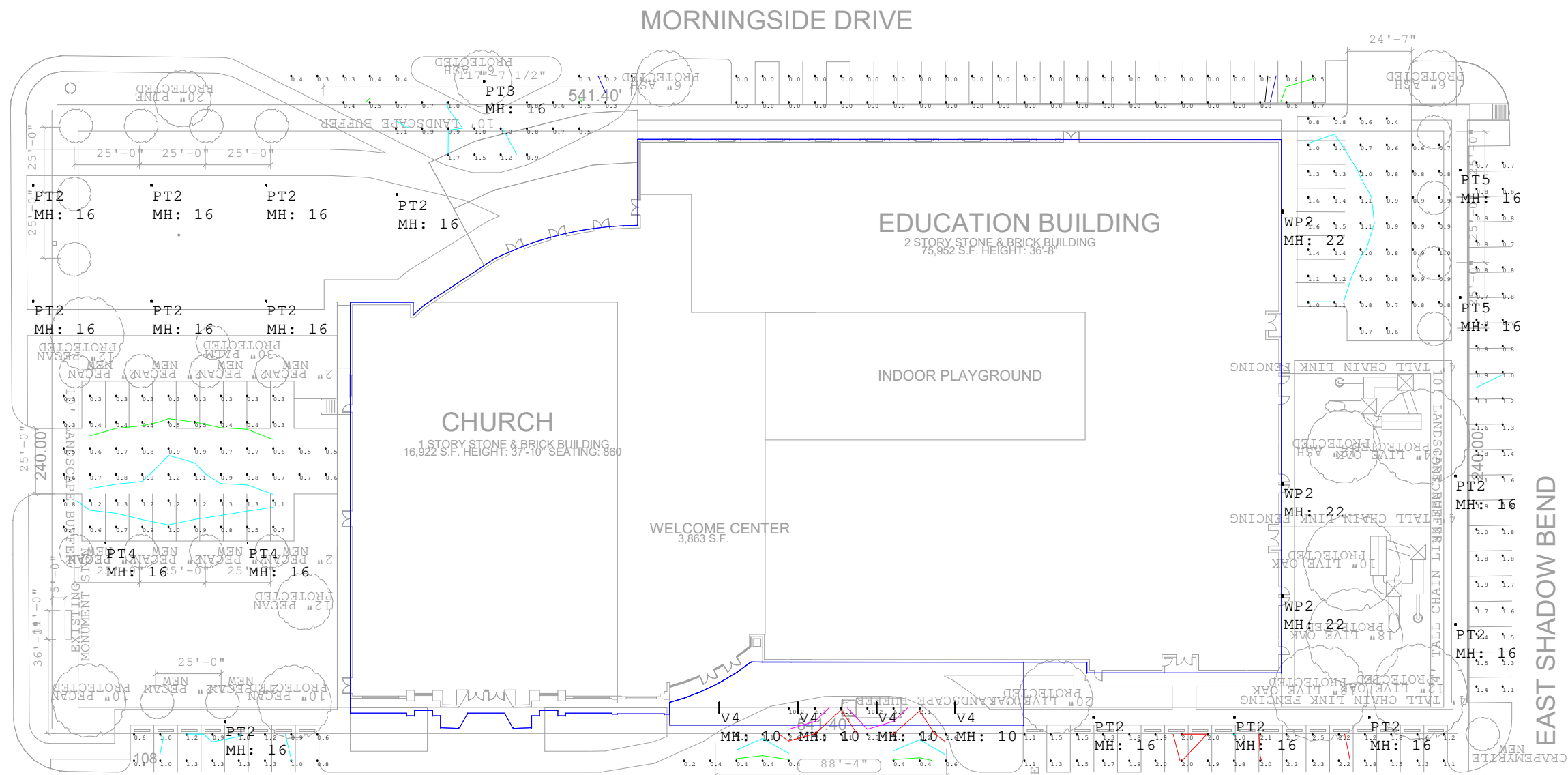
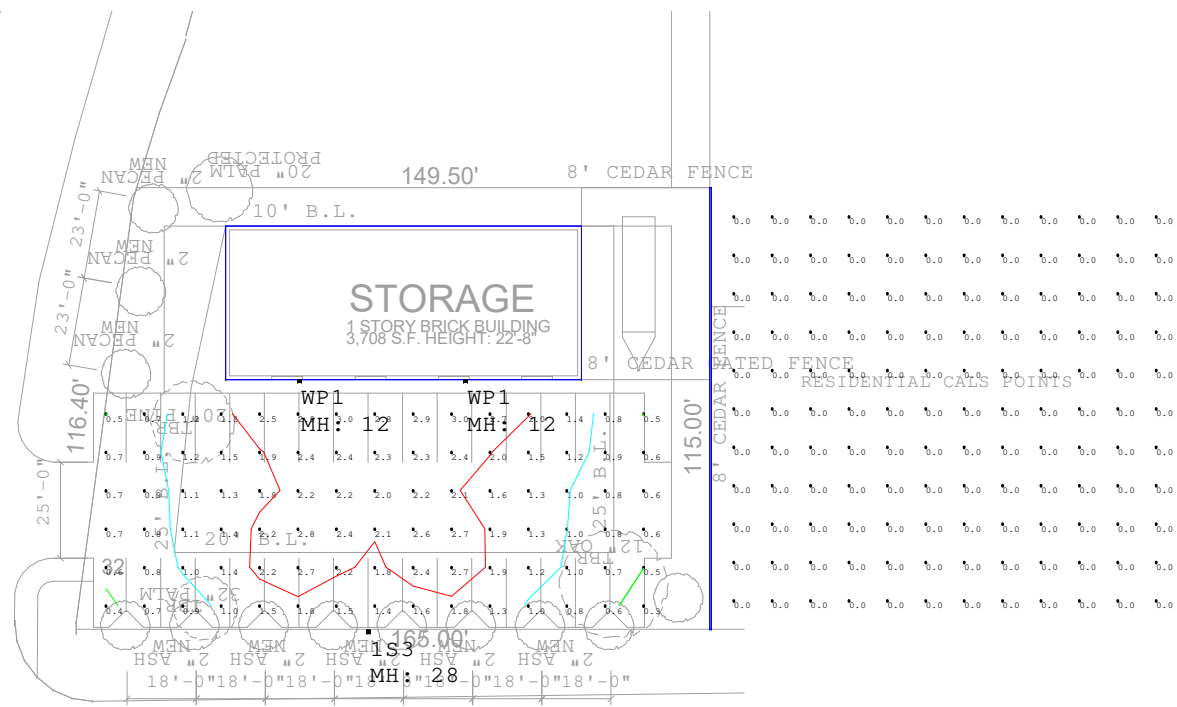
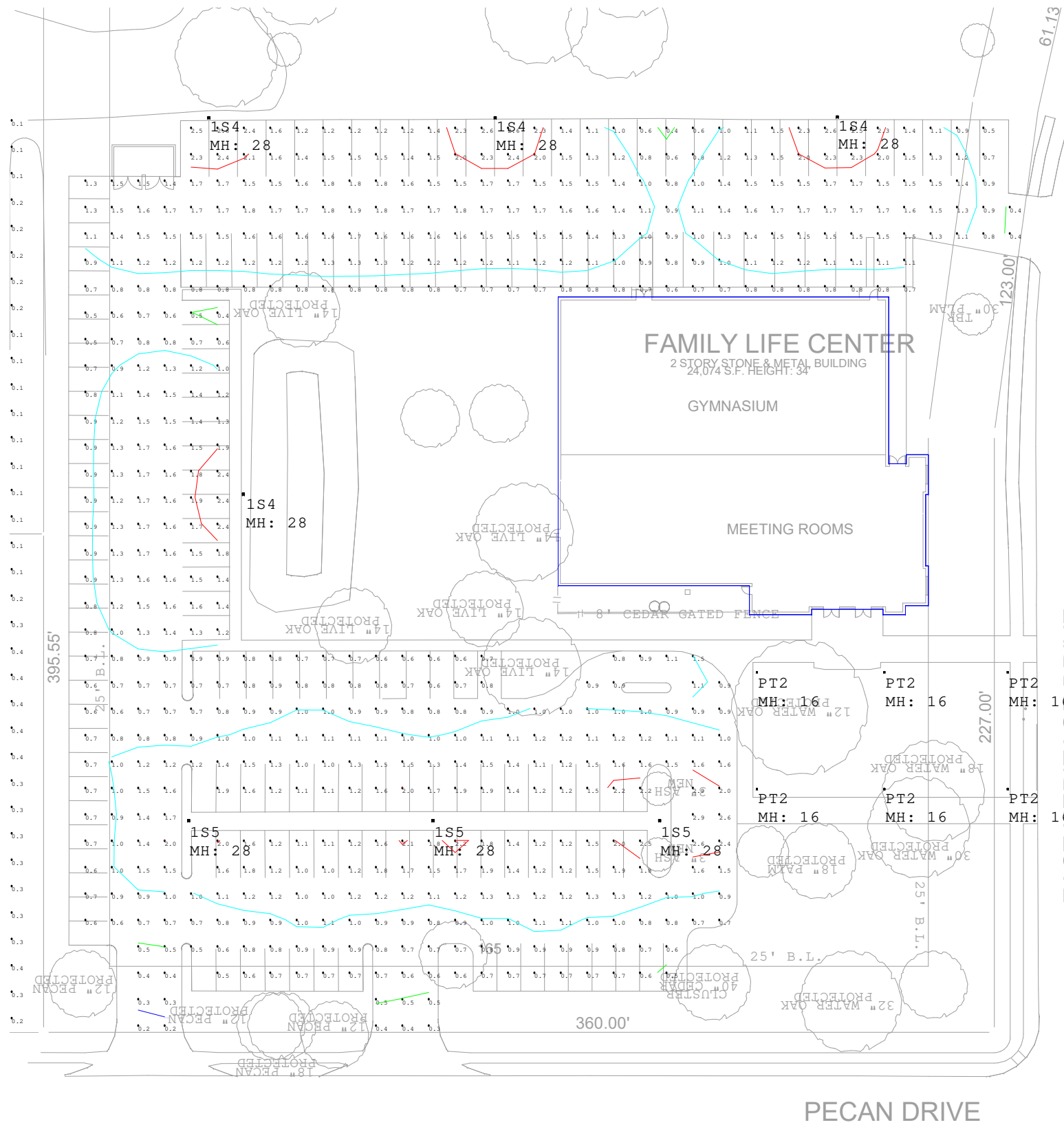
ZCA PROJECT #

1104901



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Description
	1	LS3	SINGLE	18931	0.850	LSI # SLM-LED-18L-SIL-3-40-70CRI
	4	LS4	SINGLE	18843	0.850	LSI # SLM-LED-18L-SIL-FT-40-70CRI
	3	LS4L	SINGLE	12044	0.850	LSI # SLM-LED-18L-SIL-FT-40-70CRI-IL
	3	LS5	SINGLE	17562	0.850	LSI # SLM-LED-18L-SIL-5W-40-70CRI
	19	PT2	SINGLE	4246	0.850	STONEBRIDGE # L15-XRLED/12L45T2MDL14
	1	PT3	SINGLE	4185	0.850	STONEBRIDGE # L15-XRLED/12L45T3MDL14
	5	PT4	SINGLE	4166	0.850	STONEBRIDGE # L15-XRLED/12L45T4MDL14
	2	PT5	SINGLE	4386	0.850	STONEBRIDGE # L15-XRLED/12L45T5MDL14
	15	V4	SINGLE	3823	0.850	FORUM # AQD-x4-95LED40-SAT-C X 4'-WH
	6	WP1	SINGLE	3088	0.850	LSI # XWM-2-LED-03L-40
	3	WP2	SINGLE	6025	0.850	LSI # XWM-2-LED-06L-40

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
ADMIN BUILDING PARKING	Illuminance	Fc	1.85	12.8	0.5	3.70	25.60	
CHURCH SMALL LOT	Illuminance	Fc	0.69	1.3	0.3	2.30	4.33	
COMMERCIAL CALC POINTS 1	Illuminance	Fc	0.03	0.2	0.0	N.A.	N.A.	
COMMERCIAL CALC POINTS 2	Illuminance	Fc	0.49	0.8	0.2	2.45	4.00	
COMMERCIAL CALC POINTS 3	Illuminance	Fc	0.22	0.4	0.1	2.20	4.00	
E SHADOW BEND PARKING	Illuminance	Fc	1.22	2.0	0.7	1.74	2.86	
MORNINGSIDE DRIVE PARKING	Illuminance	Fc	0.30	1.7	0.0	N.A.	N.A.	
PECAN DRIVE PARKING	Illuminance	Fc	1.81	10.2	0.2	9.05	51.00	
PLAYGROUND PARKING	Illuminance	Fc	0.95	1.6	0.4	2.38	4.00	
RESIDENTIAL CALC POINTS	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.	
STORAGE PARKING	Illuminance	Fc	1.54	3.0	0.3	5.13	10.00	
WEST CHURCH LOT	Illuminance	Fc	1.21	2.9	0.2	6.05	14.50	

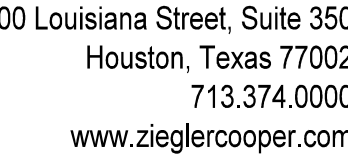


Revisions		
#	Date	Comments

Drawn By: J Shuler	Checked By:	Date: 3/27/2020

FBC FRIENDSWOOD	SITE CALCS - REV 7

SUP 3.10

[illegible]

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE

PERSPECTIVES

SHEET NUMBER

SUP 4.10

ZCA PROJECT # 110490



FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE

ELEVATIONS
NEW ADMIN BUILDING

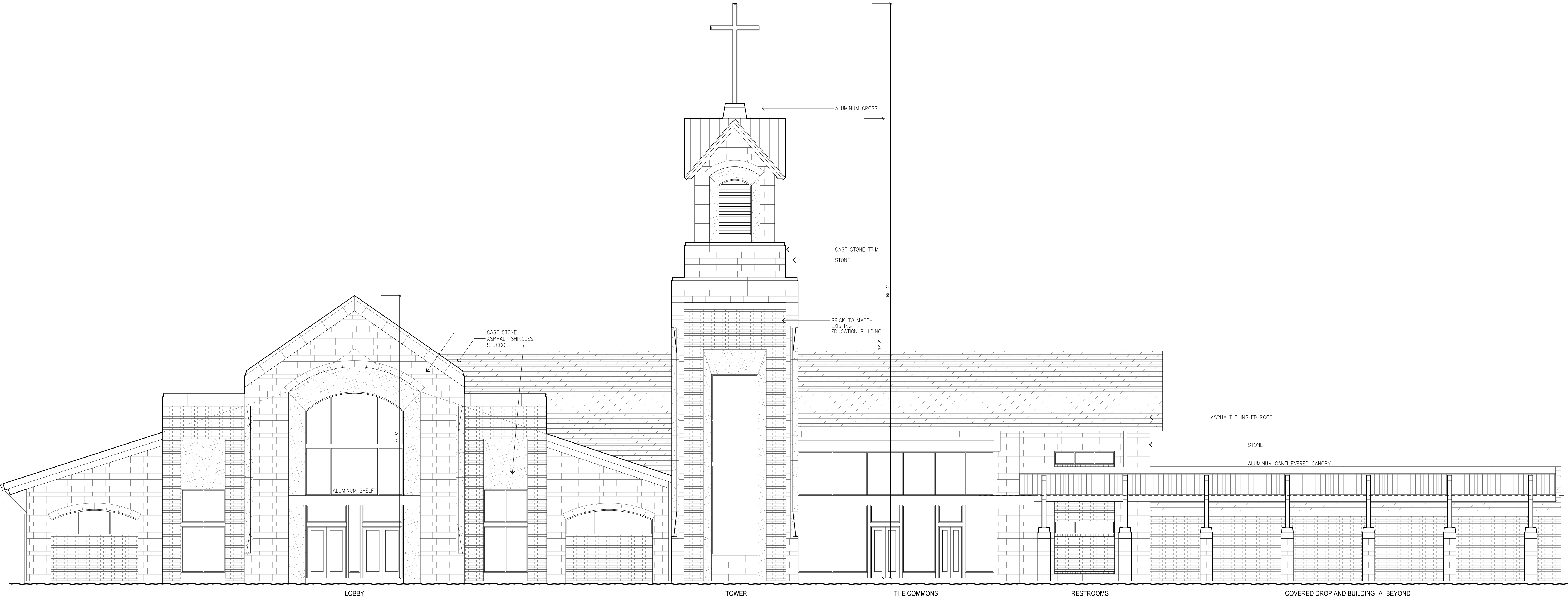
SHEET NUMBER

SUP 4.11

ZCA PROJECT # 1104907



The combined building height of the proposed sanctuary, ornamental tower, and ornamental cross located at 111 E. Heritage Drive shall not exceed 70 feet (the maximum building height allowed in the Downtown District (DD) zoning district), as approved by the Planning and Zoning Commission.



SOUTH ELEVATION 1
SCALE: 1"=18'

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
CHURCH ADDITION

SHEET NUMBER

SUP 4.12

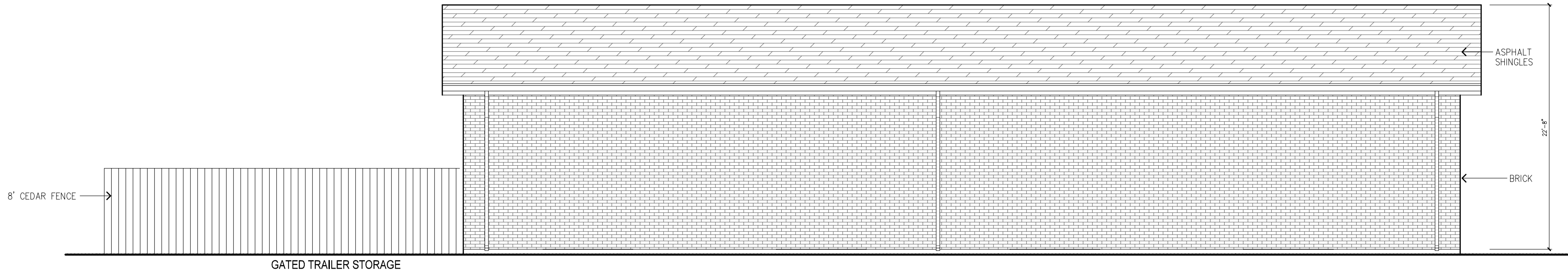
ZCA PROJECT # 1104901

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

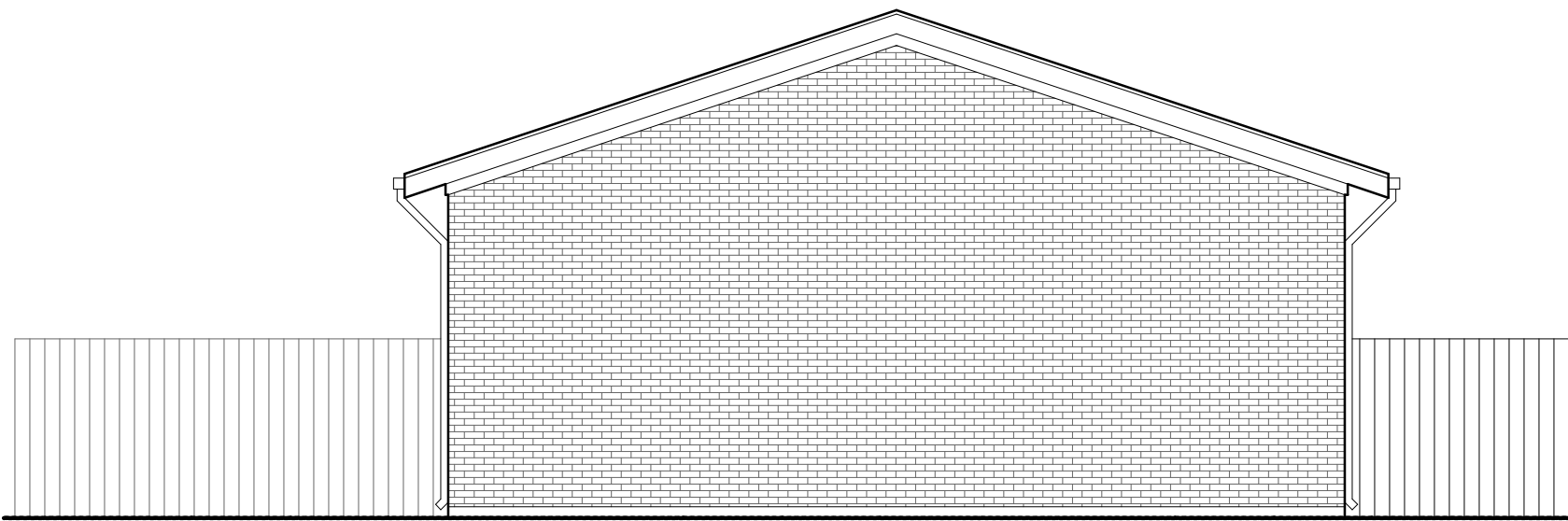
FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
STORAGE BUILDING

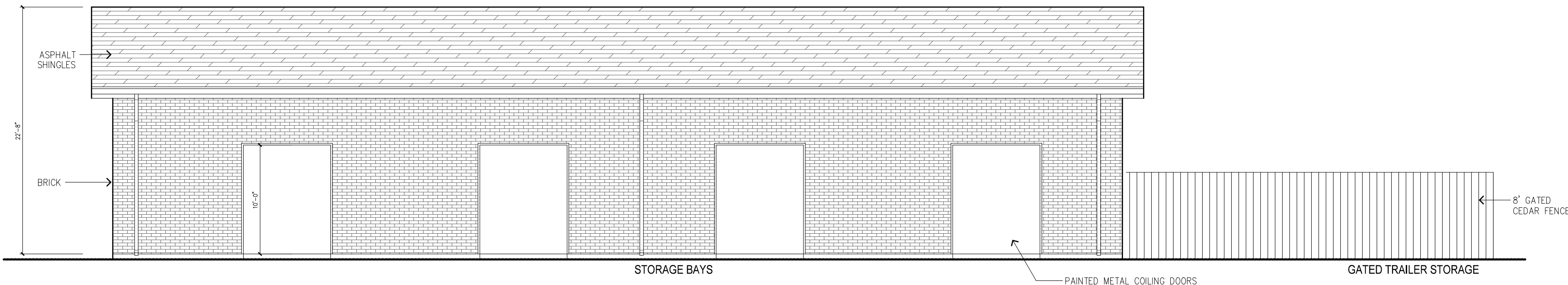
SHEET NUMBER
SUP 4.13
ZCA PROJECT # 1104901



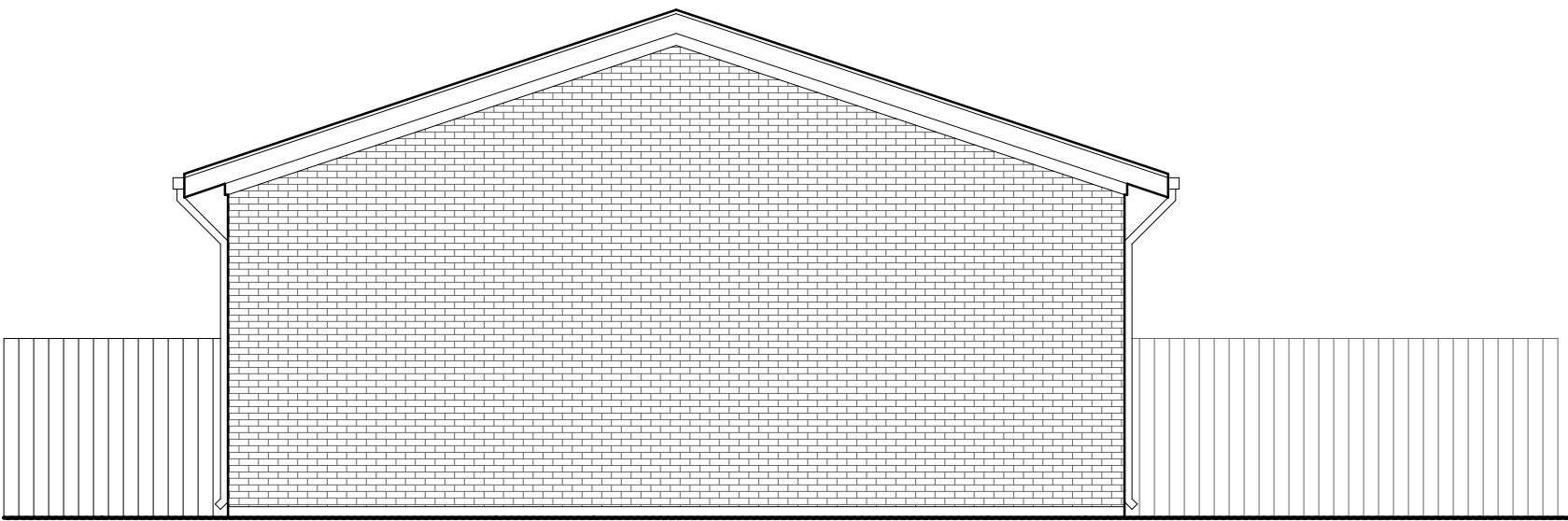
STORAGE BUILDING - SOUTH ELEVATION 2
SCALE: 1"=1/8"



STORAGE BUILDING - WEST ELEVATION 1
SCALE: 1"=1/8"



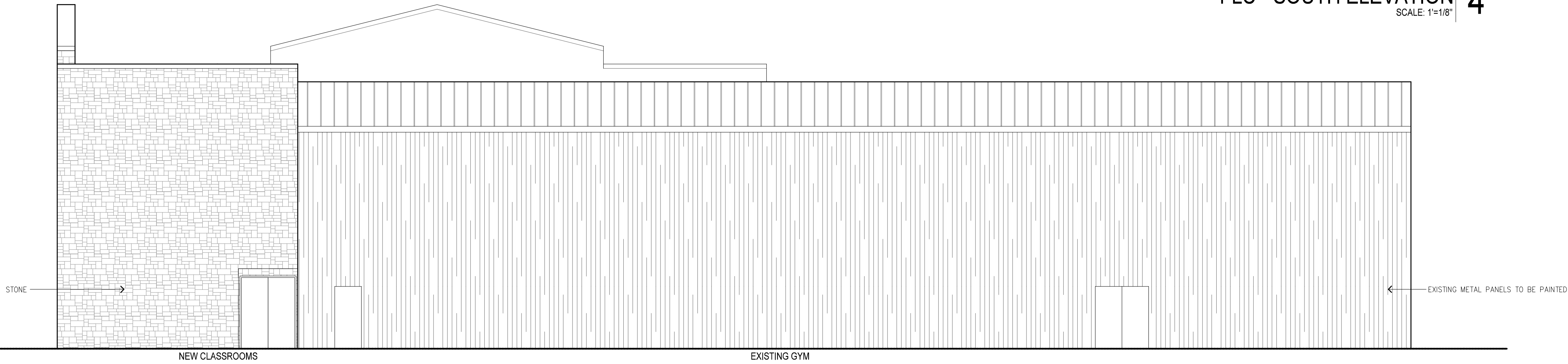
STORAGE BUILDING - SOUTH ELEVATION 2
SCALE: 1"=1/8"



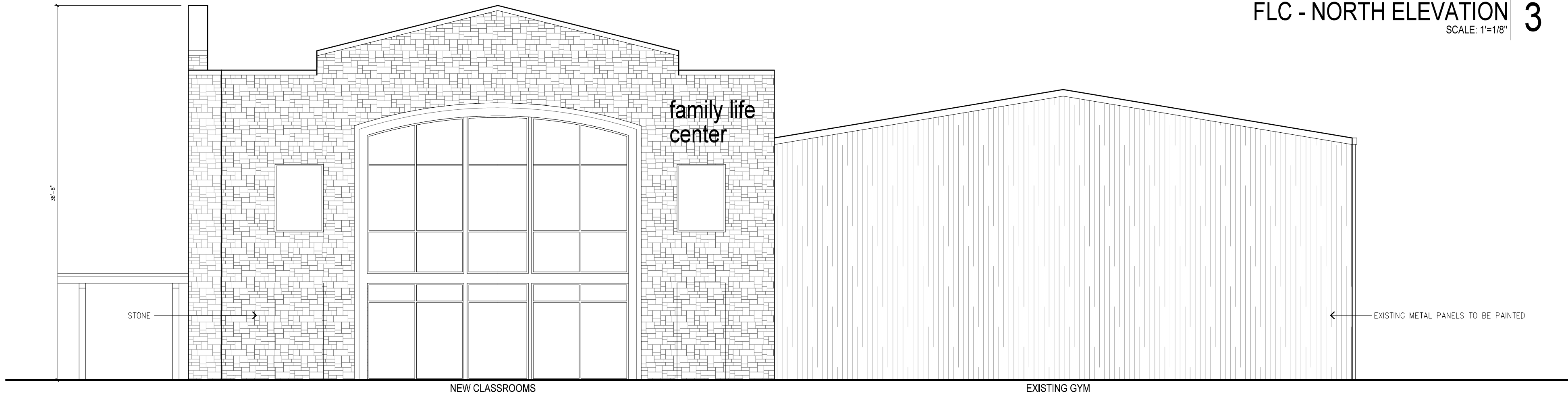
STORAGE BUILDING - WEST ELEVATION 1
SCALE: 1"=1/8"



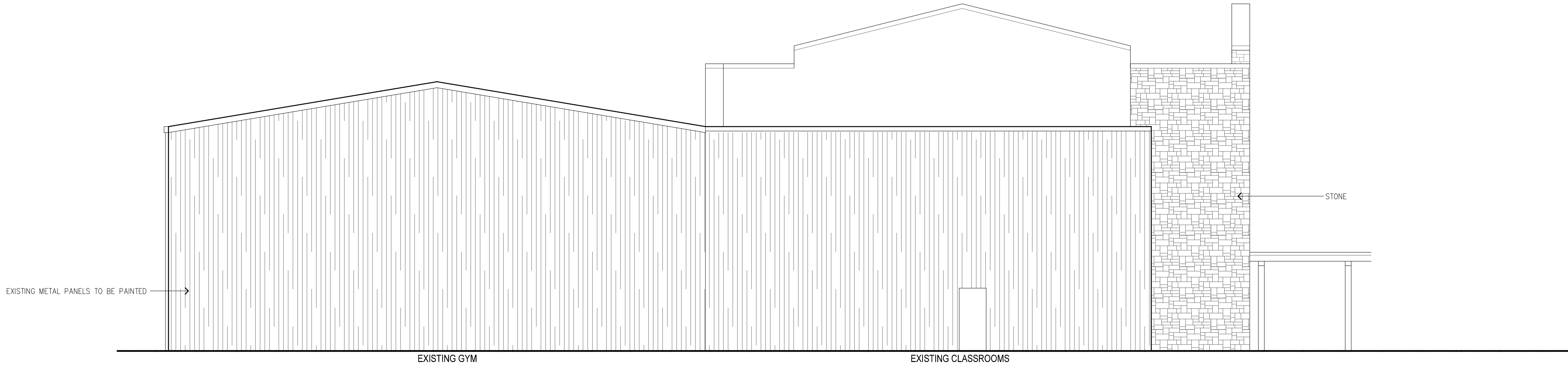
FLC - SOUTH ELEVATION 4
SCALE: 1'=1/8"



FLC - NORTH ELEVATION 3
SCALE: 1'=1/8"



FLC - EAST ELEVATION 2
SCALE: 1'=1/8"



FLC - WEST ELEVATION 1
SCALE: 1'=1/8"

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
FLC ADDITION

SHEET NUMBER

SUP 4.14

ZCA PROJECT # 1104901

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: May 4, 2020

Date submitted: 4/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a license agreement with First Baptist Church of Friendswood for existing parking spaces that are located in the right-of-way. The parking spaces will also be designated as shared parking per the Downtown District zoning regulations

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

During the review process for the request for a Specific Use Permit, staff realized that all of the 69 parking that serve the main sanctuary for First Baptist Church are located within the City's right-of-way. The parking spaces will count as the church's required parking spaces and will remain, but this agreement will be put in place to formally allow them in the right-of-way. Additionally, the parking spaces will be designated as shared parking so that other businesses within the Downtown District (DD) can use them per the Downtown District (DD) zoning regulations.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action will formalize an agreement between the city and the church to allow the parking spaces to remain on public property. The shared parking benefit for the area will be significant.

RECOMMENDATIONS

Staff recommends approval of the agreement.

ATTACHMENTS

1. FBC License and Indemnity Agreement
2. ROW Parking License Exhibit A

LICENSE AND INDEMNITY AGREEMENT

WHEREAS, on May 4, 2020, the City Council agreed to the request by **First Baptist Church Friendswood** to utilize a total of 69 parking spaces within the City's Right of Way located (23 along Morningside Drive, 22 along East Shadow Bend, and 24 along Pecan Drive), Friendswood, Galveston County, Texas; and further described on Exhibit "A" attached hereto.

WHEREAS, the City Council was agreeable to said project, subject to the execution of this License to Use agreement;

NOW, THEREFORE, the City of Friendswood (City) and **First Baptist Church Friendswood** (Licensee), in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

1. License

- 1.01 The City agrees to the use of parking spaces within the Morningside Drive, East Shadow Bend, and Pecan Drive right-of-way directly adjacent to the property addressed as 111 East Heritage Drive ("Licensed Use"), in the location and of the type as presented to city staff and the City Council, for the purposes of serving the parking needs of the business establishment(s) at 111 East Heritage Drive. A site map and depiction of the specific property for the Licensed Use are attached as Exhibit "A" hereto, ("Licensed Property"). The Licensed Property shall exclusively consist of 69 existing parking spaces that have been constructed on Morningside Drive, East Shadow Bend, and Pecan Drive as depicted on Exhibit "A."
- 1.02 The Licensee agrees that this license is based upon the stated uses only, (parking use), and shall terminate upon the cessation of said uses by Licensee, unless sooner terminated according to other terms and provisions contained in this Agreement.
- 1.03 The Licensee agrees that the spaces described above are to be shared in accordance with the Downtown District zoning regulations.
- 1.04 Licensee shall provide consideration to the City for the license to use the city property as reflected in the Conditions and related requirements hereafter.

2. Conditions

- 2.01 The City and Licensee agree that the Licensed Property is granted for the Licensed Use subject to the following conditions, terms and reservations
 - a) Licensee will not interfere with City work in the licensed property.
 - b) The Licensee must not create or allow any nuisances on the property, as that term is defined by State law and/or The City Code.
 - c) At such time as this license is terminated or canceled, for any reason whatsoever, Licensee shall, at the City's option, remove all improvements and appurtenances owned by them, situated in, on, over, under or attached to the Licensed Property, and Licensee shall restore the premises in accordance with the requirements of the City Engineer. If Licensee fails to remove all improvements and appurtenances or if Licensee fails to restore the Licensed Property as required, then, in either event, the City shall have the right to do all work

necessary or cause such work to be done and assess the cost of all work against Licensee and the City shall in no case be liable to Licensee.

- 2.02 Temporary cessation. Licensee agrees to temporarily remove the Licensed Use at request of the City, if same obstructs the City's temporary maintenance or construction activity within the Licensed Property.
- 2.03 Permanent removal. This license is made subordinate to the right of the City to use the Licensed Property for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the above area, or a portion thereof, for a public purpose, or for any utility service which will require the use of Licensed Property then in that event, the City shall give the Licensee written notice of the City's intention to cancel this license immediately. Licensee shall have the same right of cancellation upon giving the City thirty (30) days written notice of Licensee's intention to cancel. Upon the termination or cancellation by the City or Licensee, this license shall become null and void, and Licensee or anyone claiming any rights under this instrument shall remove any improvements and encroachments from the Licensed Property at Licensee's expense. All work shall be done at Licensee's sole cost and to the satisfaction of the Building Official. The determination by the City Manager as to the public necessity of the use of the property shall be final and binding upon the parties.
- 2.04 This license is subject to all state and federal laws, the provisions of the Charter of the City of Friendswood as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Friendswood now in effect or those which may hereafter be passed, adopted, or amended.
- 2.05 The Licensee must apply for and receive any necessary permits from the Building Department, Public Works Department, or other pertinent City boards or departments.
- 2.06 An annual fee is not required by the City.

3. Indemnity

- 3.01 **First Baptist Church Friendswood**, and each person, firm, corporation, association, or entity of any kind (hereinafter "person") performing work within the City's public right-of-way and property as a contractor on behalf of **First Baptist Church Friendswood**, shall indemnify, defend, and hold the City harmless as set forth below to provide such indemnity. The provisions referring to **First Baptist Church Friendswood** herein below shall be constructed to mean all such persons.

The Licensee shall promptly defend, indemnify, and hold harmless the City from and against all damages, costs, losses, or expenses:

- a. For the repair, replacement, and/or restoration of City's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective solely as a result of the user's acts or omissions; and
- b. From and against any and all claims, demands, suits, causes of action and judgments for:

- i. Damage to loss of the Licensed Property of any person (including, but not limited to, user, its agents, officers, employees, and subcontractors, and the City, its agents, officers, and employees and third parties); and/or
- ii. Death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the officers, agents, and employees of the user, the user's contractors, and the City's officer, agents, and employees, and third parties), arising out of , incident to, concerning, or resulting from, the negligent or willful acts or omissions of the user, its officers, agents, employees, and/or subcontractors, in the performance of activities pursuant to **First Baptist Church Friendswood** use of the City's right of way and Licensed Property, whether or not caused in whole or in part by the negligence of the City, its agents or employees. For purposes of this indemnification provision, acts or omission of the officer, agents, employees and contractors of **First Baptist Church Friendswood** shall be considered the acts and omissions of **First Baptist Church Friendswood**. The indemnity provisions set forth above is solely for the benefit of City and **First Baptist Church Friendswood** and is not intended to create or grant any rights, contractual or otherwise, to any other person. This provision shall also cover any claim for damages that any utility, whether publicly or privately owned, may sustain or receive by reason of Licensee's use of said license for Licensee's improvements located on the Licensed property.

3.02 Licensee shall never make any claim of any kind or character against the City for damages that it may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or sanitary sewer mains, or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature. It is Licensee's intention, and a condition of this license, that this provision shall constitute a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the City by reason of, or a consequence of having granted permission to Licensee to use and maintain the Licensed Property. Licensee agrees to defend any and all suits, claims, or cause of action brought against the City on account of same, and discharge any judgment or judgments that may be rendered against the City in connection herewith.

3.03 Licensee shall, at its expense, maintain in force during the term of this License, a combined single limit policy of bodily injury and property damage insurance, with a term of not less than Five Hundred Thousand Dollars (\$500,000), insuring City and Licensee against all liability arising out of the use, occupancy, or maintenance of the Licensed Property and appurtenant areas. Said policy shall be endorsed as a primary insurance to City. Licensee shall name City as an additional insured. Proof of insurance must be submitted prior to the effective date of this Agreement.

4. General Provisions

4.01 This Agreement constitutes the entire agreement between the City and Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

- 4.02 The phrases, clauses, sentences, paragraphs or sections of this license to use agreement are severable and, if any phrase, clause, sentence paragraph, or section of this license to use agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such as invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.
- 4.03 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and mailed by certified or registered mail, addressed as set forth below or at such other address as may be specified by written notice:

CITY OF FRIENDSWOOD :

Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546
(281) 996-3250

LICENSEE:

First Baptist Church Friendswood
111 East Heritage Drive
Friendswood, TX 77546

- 4.04 The City and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.
- 4.05 Exclusive venue for any dispute out of this License Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 4.06 The License granted herein shall not be assigned without the prior written consent of City; provided, however, such consent shall not be unreasonably withheld by City if the assignee agrees, in writing, to fully comply with all obligations of Licensee hereunder.

IN TESTIMONY WHEREOF, the **First Baptist Church Friendswood**, Licensee, has caused these presents to be signed by M.R. "MOE" MAYS, owner there unto authorized, this 20th day of April 2020.

First Baptist Church Friendswood

By: M.R. "MOE" MAYS
Name: M.R. "MOE" MAYS
Title: Campus Operations Manager

THE STATE OF TEXAS)

)

COUNTY OF GALVESTON)

BEFORE ME, the undersigned authority, on this day personally appeared Morris Mays, whose name is subscribed to the foregoing instrument and acknowledge to me that she/he was duly authorized and executed the same for the purposes and considerations therein expressed, in the capacity therein and herein stated for and on behalf of said Licensee.

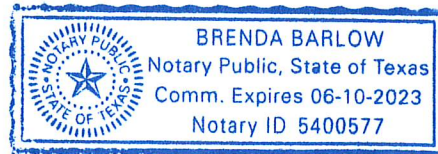
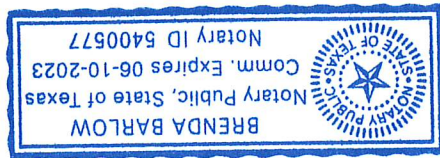
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of April 2020 2018.

Brenda Barlow

Notary Public In and For the State of Texas

My Commission Expires: 6/10/23

(SEAL)



IN TESTIMONY WHEREOF, the City of Friendswood, Texas, has caused these presents to be signed by Mike Foreman, Mayor of the City of Friendswood, and Melinda Welsh, City Secretary of the City of Friendswood, there unto authorized, this _____ day of _____ 2020.

CITY OF FRIENDSWOOD, TEXAS

By: _____

Mike Foreman

Mayor

ATTEST

By: _____

Melinda Welsh, TRMC

City Secretary

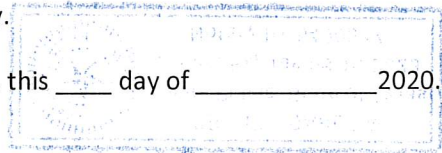
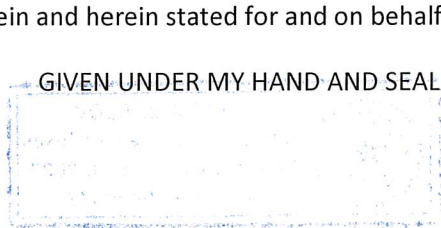
(SEAL)

THE STATE OF TEXAS)

)

COUNTY OF GALVESTON)

BEFORE ME, the undersigned authority, on this day personally appeared Mike Foreman of the City of Friendswood, Texas, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated for and on behalf of said City.

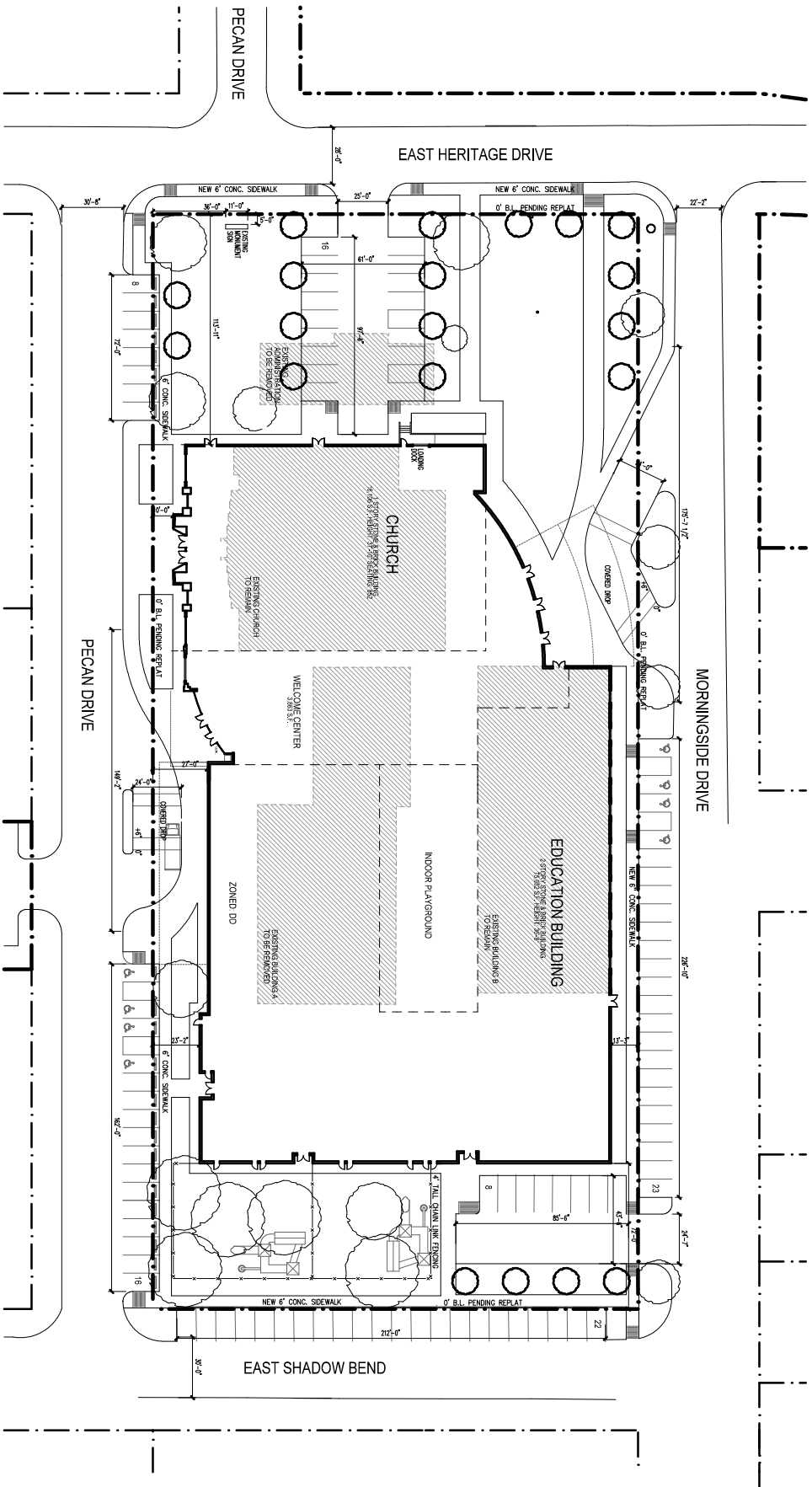


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____ 2020.

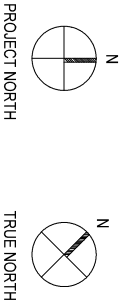
Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)



FIRST BAPTIST CHURCH FRIENDSWOOD
111 EAST HERITAGE DRIVE
MARCH 27, 2020



SITE PLAN
SCALE= 1:80
1

EXHIBIT A

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: May 4, 2020

Date submitted: 4/8/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the disposal of a Friendswood Volunteer Fire Department fire truck through private sale to City of Huntington Volunteer Fire Department

Originating Department: Fire Marshal

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Friendswood Volunteer Fire Department recently received the new 2019 Spartan Fire Truck and is requesting to sell the 1997 Spartan/Gladiator pumper to the City of Huntington Volunteer Fire Department. The fair market value is estimated at \$50,000. The Huntington Volunteer Fire Department has offered \$45,000, due to AC and foam pump issues.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The proceeds from the sale of the 1997 Spartan/Gladiator will be added to the Fire/EMS Donation Fund.

RECOMMENDATIONS

The Friendswood Volunteer Fire Department recommends Council's approval to sell this 1997 Spartan/Gladiator to the City of Huntington Volunteer Fire Department.

ATTACHMENTS

1. Spartan 1997 E241 - cost estimate
2. Cost Equivalent for Comparison
3. Spartan 1997 E241 - offer

From: [Koz](#)
To: [Brian Mansfield](#)
Subject: [EXTERNAL]Fwd: Fire Truck 1 of 2
Date: Tuesday, March 31, 2020 8:40:33 AM

Here is the estimate of the fair market value for E241.

Stay Safe
Stan Kozlowski
Fire Chief
Friendswood, Texas
281-389-4996

Understood. I can't guarantee where that one would sell but most similar late 90s custom rescue pumpers I'm seeing are in the \$35k - \$75k range. Below are a few comps.

<https://www.firetruckmall.com/AvailableTruck/10500/1996-Saulsbury-Spartan-Rescue-Pumper> \$35k
<https://www.firetruckmall.com/AvailableTruck/12370/1997-Luverne-Spartan-Rescue-Pumper> \$37k
<https://www.firetruckmall.com/AvailableTruck/12326/1996-Pierce-Saber-Rescue-Pumper> \$59k
<https://www.firetruckmall.com/AvailableTruck/12830/1997-Simon-Duplex-Pumper> \$75k

There are outliers on either end of that but I think your truck would be fine to price around \$50k or so and see how the market responds. Would you like us to list it for you?

in Christ,

Josh Schreiber
Brindlee Mountain Fire Apparatus
256-964-3018
www.FireTruckMall.com

Do you have suggestions for how we can better serve you? Send a message to our company president, James Wessel here: [Let Us Know](#)

On Mon, Mar 30, 2020 at 5:11 PM Koz [REDACTED] wrote:
Josh, I really don't know what to ask for. We have had very poor luck selling used rigs in the area. I was hoping for around \$49k

Stay Safe
Stan Kozlowski

Fire Chief
Friendswood, Texas
281-389-4996

In a message dated 3/30/2020 4:07:03 PM Central Standard Time,
[REDACTED] writes:

Whoa what a truck - that thing is sharp!! Yes we'll take a look, but just out of curiosity how much are y'all shooting to get out of this one?

in Christ,

Josh Schreiber
Brindlee Mountain Fire Apparatus
256-964-3018
www.FireTruckMall.com

Do you have suggestions for how we can better serve you? Send a message to our company president, James Wessel here: [Let Us Know](#)

On Mon, Mar 30, 2020 at 3:37 PM Koz [REDACTED] wrote:
Thank you very much. I am sending 2 emails in order to include all the pics

Stay Safe
Stan Kozlowski
Fire Chief
Friendswood, Texas
281-389-4996

In a message dated 3/30/2020 3:34:40 PM Central Standard Time,
[REDACTED] writes:

Thanks for reaching out about your pumper, Stan - glad to help with that one! You can just send it to me please. Thanks and have a good afternoon.

in Christ,

Josh Schreiber
Brindlee Mountain Fire Apparatus
256-964-3018
www.FireTruckMall.com

Do you have suggestions for how we can better serve you? Send a message to our company president, James Wessel here: [Let Us Know](#)

1996 Pierce Saber Rescue Pumper

\$59,000



1996 Pierce Saber Rescue Pumper

Truck Type	Used Pumps and Engines;Rescue Pumps and Engines
Manufacturer	Pierce
Year Built	1996
Mileage	28,000
Location	USA - Northeast
Stock #	12326
Price	\$59,000

**BRINDLEE
MOUNTAIN**
FIRE APPARATUS



1996 Saulsbury Spartan Rescue Pumper

\$35,000



1996 Saulsbury Spartan Rescue Pumper



[Download Images](#)[View More Photos](#)

Truck Type	Used Pumpers and Engines; Rescue Pumpers and Engines
Manufacturer	Saulsbury
Year Built	1996
Mileage	21,000
Location	USA - Northeast
Stock #	10500
Price	\$35,000

1997 Luverne Spartan Rescue Pumper **REDUCED PRICE!**

\$37,000



1997 Luverne Spartan Rescue Pumper

Truck Type	Used Pumpers and Engines;Rescue Pumpers and Engines
Manufacturer	Luverne
Year Built	1997
Mileage	74,937
Location	USA - Northeast
Stock #	12370



1997 Simon-Duplex Pumper RECENTLY REDUCED PRICE

\$55,000



1997 Simon-Duplex Pumper

Truck Type	Used Pumpers and Engines;Rescue Pumpers and Engines
Manufacturer	Simon-Duplex
Year Built	1997
Mileage	28,135
Location	USA - South
Stock #	12830
Price	\$55,000

**BRINDLEE
MOUNTAIN**
FIRE APPARATUS



From: [Koz](#)
To: [REDACTED]
Cc: [Brian Mansfield](#); [REDACTED]
Subject: [EXTERNAL]Spartan 1997 E241
Date: Tuesday, March 31, 2020 3:44:28 PM

Concerning the Huntington FD:

BC Marc Faber, The 1997 Spartan Gladiator engine that we refer to as Engine 241, with a 1500 gpm Waterous pump and 46100 (approx.) miles, is for sale at \$50,000.00. Due to the A/C and the foam pump issue, we would be willing to take \$45,000 as is.

Stay Safe
Stan Kozlowski
Fire Chief
Friendswood, Texas
281-389-4996

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: May 4, 2020

Date submitted: 4/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ratify the City Manager's signature on an agreement with Crown Castle to add equipment to the telecommunications tower located at 109 E. Willowick

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

FISD is requesting to install a second UHF radio frequency for increased communication needs in the district. The scope of work includes installing a single antenna and running coaxcable down tower and installing a new repeater in the storage building and using existing storage rack.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

KC Rodgers, PD, requested the work.

ATTACHMENTS

1. Crown Castle Executed Order Contract 04-02-2020



Date: March 20, 2020
To: Friendswood TX, City of
Regarding: Friendswood TX, City of / 814801 /
BUN: 814801 / 596738 / FRIENDSWOOD # 5 / Order/Application # 515018

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of Friendswood TX, City of, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Meredith Norris at 602-845-1776.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to ContractServices@CrownCastle.com or by phone at 1-833-809-8011.

Thank you,

Contract Specialist
Crown Castle

Customer Site Name: N/A
Customer Site ID: 814801

Crown Site Name: FRIENDSWOOD # 5
Crown Business Unit: 814801
License Number: 596738
Amendment Number: 730043

FIRST AMENDMENT TO TOWER SITE LICENSE AGREEMENT

This First Amendment to Tower Site License Agreement (this “Amendment”) is made this 3 day of April, 2020, by and between Crown Castle GT Company LLC, a Delaware limited liability company (“Crown”) and City of Friendswood TX (“Customer”).

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Tower Site License Agreement dated August 6, 2018, as may have been previously amended and/or assigned (hereinafter the “TLA”), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the “Site”), and

WHEREAS, Crown and Customer desire to amend the TLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.
2. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.
3. The descriptions of Customer’s space on the tower set forth in the TLA (including, without limitation, any descriptions of Customer’s space on the tower set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer’s space on the tower set forth in Attachment A and Attachment C, attached hereto.
4. The equipment descriptions and specifications with respect to Customer’s tower-mounted equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer’s tower-mounted equipment set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer’s tower-mounted equipment set forth in Attachment A and Attachment C, attached hereto. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, this Amendment does not in any way modify the equipment descriptions and specifications with respect to Customer’s ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with

TT: E 853551
Prepared by: R. Jackson
Prepared on: 3/20/2020
Revised on:
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1
App Rev. #: 0
MLA #: 278410

Customer Site Name: N/A
Customer Site ID: 814801

Crown Site Name: FRIENDSWOOD # 5
Crown Business Unit: 814801
License Number: 596738
Amendment Number: 730043

respect to Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA).

5. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

TT: E 853551
Prepared by: R. Jackson
Prepared on: 3/20/2020
Revised on:
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1
App Rev. #: 0
MLA #: 278410

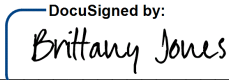
Customer Site Name: N/A
Customer Site ID: 814801

Crown Site Name: FRIENDSWOOD # 5
Crown Business Unit: 814801
License Number: 596738
Amendment Number: 730043

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

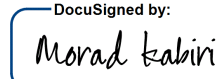
CROWN:

Crown Castle GT Company LLC,
a Delaware limited liability company

By: 
7420DD3A2C8C4FB...
Print Name: Brittany Jones
Title: Manager, Contract Development
Execution Date: April 3, 2020

CUSTOMER:

City of Friendswood TX

By: 
63D6898A8B62404...
Print Name: Morad Kabiri
Title: City Manager
Execution Date: April 2, 2020

TT: E 853551
Prepared by: R. Jackson
Prepared on: 3/20/2020
Revised on:
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1
App Rev. #: 0
MLA #: 278410

Customer Site Name: N/A
Customer Site ID: 814801

Crown Site Name: FRIENDSWOOD # 5
Crown Business Unit: 814801
License Number: 596738
Amendment Number: 730043

ATTACHMENT A

Site Engineering Application

(See attached approved Site Engineering Application)

TT: E 853551
Prepared by: R. Jackson
Prepared on: 3/20/2020
Revised on:
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1
App Rev. #: 0
MLA #: 278410



Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
515018	Jessica Ogbunugafor	Mar 11 2020	603085	0

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
814801	A	175.0	FRIENDSWOOD # 5
Crown Castle District	County		
TX	Galveston		
Latitude	Longitude	Structure Type	Site Address
29° 31' 47.04"	-95° 11' 58.98"	SELF SUPPORT	111 E. WILLOWICK AVE. Friendswood, TX 77546

Order Parameters

Who is the customer?	What do you want to do?	License Number	What is the Scope of your Order?
Friendswood TX, City of	Amendment	596738	Tower Equipment

Are you changing a mount?

No

What is the scope of work?

Installing a single antenna and running coax cable down tower - Installing a new repeater in the storage building and using existing storage rack

Customer

Billing Company	Billing ID Number	Billing Address	
City of Friendswood TX	1551655	910 SOUTH FRIENDWOOD DRIVE ATTN: CITY SECRETARY FRIENDSWOOD, TX 77546	
Operating Legal Entity	Operating Legal Entity ID		
City of Friendswood TX	1551655		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
--	814801	--	--
Customer Project Number	Customer Market	Customer Region	
--	--	--	
Project Management Vendor			
Crown Castle - PMV			

Contacts

NAME	EMAIL	PHONE	ADDRESS
KC Rogers	fwdcity@ci.friendswood.tx.us		

RF Contacts

NAME	EMAIL	PHONE
REYES DUNLAP	reyesd@houstoncommunications.com	

Configuration Review

Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
70	70	1	1	0	0	LAIRD TECHNOLOGIES / LP800-2500-9-NF	2.75	10.50	15.50	1.50
75	75	1	1	0	0	EMPTY / EMPTY_MOUNT	0.00	0.00	0.00	0.00
90	95	1	1	0	0	DECIBEL / DB810M-XC	120.00	2.12	2.12	30.00
97	104	1	1	0	0	DECIBEL / DB810M-XC	120.00	2.12	2.12	30.00
113	123	3	3	0	0	DECIBEL / DB224	255.00	2.00	10.00	32.00
140	150	1	0	1	0	COMMSCOPE / DB404-B	60.00	10.00	5.00	14.00
140	150	1	1	0	0	RFS/CELWAVE / PD340-1	270.00	2.20	2.20	40.00
144	153	1	1	0	0	SINCLAIR / SRL-224NM-4	216.00	1.90	14.00	35.00
149	153	1	1	0	0	DECIBEL / DB411-A	113.04	1.75	25.00	25.00

Tower Mounted Equipment

There are currently no TMEs for this order.

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
70	70	1	1	0	0	ANDREW / LDF1-50A	1/4	0.34
90	95	1	1	0	0	ANDREW / LDF4-50A	1/2	0.62
97	104	1	1	0	0	ANDREW / LDF4-50A	1/2	0.62
113	123	4	4	0	0	ANDREW / LDF5-50A	7/8	1.03
140	150	1	1	0	0	ANDREW / LDF5-50A	7/8	1.03
140	150	1	0	1	0	COMMSCOPE / AVA5-50	7/8	1.10
144	153	1	1	0	0	ANDREW / LDF5-50A	7/8	1.03
149	153	1	1	0	0	ANDREW / LDF5-50A	7/8	1.03

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
Other - With RF	100.00		450.000 - 470.000MHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

0

Lease Areas

There are currently no Lease Areas for this order

Power

Do you need Crown to supply Power?

No

Battery Backup Required?

No

Equipment

Order autopopulated from LMP(Installed Config)

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
COMMSCOPE / DB404-B	150	0	SIDE ARM MOUNT	Mid-Mount	Proposed
EMPTY / EMPTY_MOUNT	75	120	SIDE ARM MOUNT	Mid-Mount	Installed
DECIBEL / DB810M-XC	95	80	SIDE ARM MOUNT	Upright	Installed
DECIBEL / DB411-A	153	200	SIDE ARM MOUNT	Upright	Installed
DECIBEL / DB810M-XC	104	120	SIDE ARM MOUNT	Upright	Installed
DECIBEL / DB224	123	80	SIDE ARM MOUNT	Upright	Installed
DECIBEL / DB224	123	200	SIDE ARM MOUNT	Upright	Installed
DECIBEL / DB224	123	320	SIDE ARM MOUNT	Upright	Installed
RFS/CELWAVE / PD340-1	150	80	SIDE ARM MOUNT	Upright	Installed
SINCLAIR / SRL-224NM-4	153	320	SIDE ARM MOUNT	Upright	Installed
LAIRD TECHNOLOGIES / LP800-2500-9-NF	70	320	NONE	Mid-Mount	Installed

Tower Mounted Equipment

There are currently no TMEs for this order.

Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
COAX	COMMSCOPE / AVA5-50	7/8	150	200	No	Proposed
COAX	ANDREW / LDF1-50A	1/4	70	120	No	Installed
COAX	ANDREW / LDF5-50A	7/8	150	200	No	Installed
COAX	ANDREW / LDF5-50A	7/8	153	203	No	Installed
COAX	ANDREW / LDF5-50A	7/8	123	173	No	Installed
COAX	ANDREW / LDF5-50A	7/8	123	173	No	Installed
COAX	ANDREW / LDF5-50A	7/8	123	173	No	Installed
COAX	ANDREW / LDF5-50A	7/8	123	173	No	Installed
COAX	ANDREW / LDF5-50A	7/8	153	203	No	Installed
COAX	ANDREW / LDF4-50A	1/2	95	145	No	Installed
COAX	ANDREW / LDF4-50A	1/2	104	154	No	Installed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CCIV" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.

Customer Site Name: N/A
Customer Site ID: 814801

Crown Site Name: FRIENDSWOOD # 5
Crown Business Unit: 814801
License Number: 596738
Amendment Number: 730043

ATTACHMENT B
(INTENTIONALLY OMITTED)

TT: E 853551
Prepared by: R. Jackson
Prepared on: 3/20/2020
Revised on:
SLA TLA Universal Amendment; 2/17/11

LRF Rev. #: 1
App Rev. #: 0
MLA #: 278410

Customer Site Name: N/A
Customer Site ID: 814801

Crown Site Name: FRIENDSWOOD # 5
Crown Business Unit: 814801
License Number: 596738
Amendment Number: 730043

ATTACHMENT C

Level Drawing

(See attached CAD-Generated Level Drawing)

TT: E 853551
Prepared by: R. Jackson
Prepared on: 3/20/2020
Revised on:
SLA TLA Universal Amendment; 2/17/11

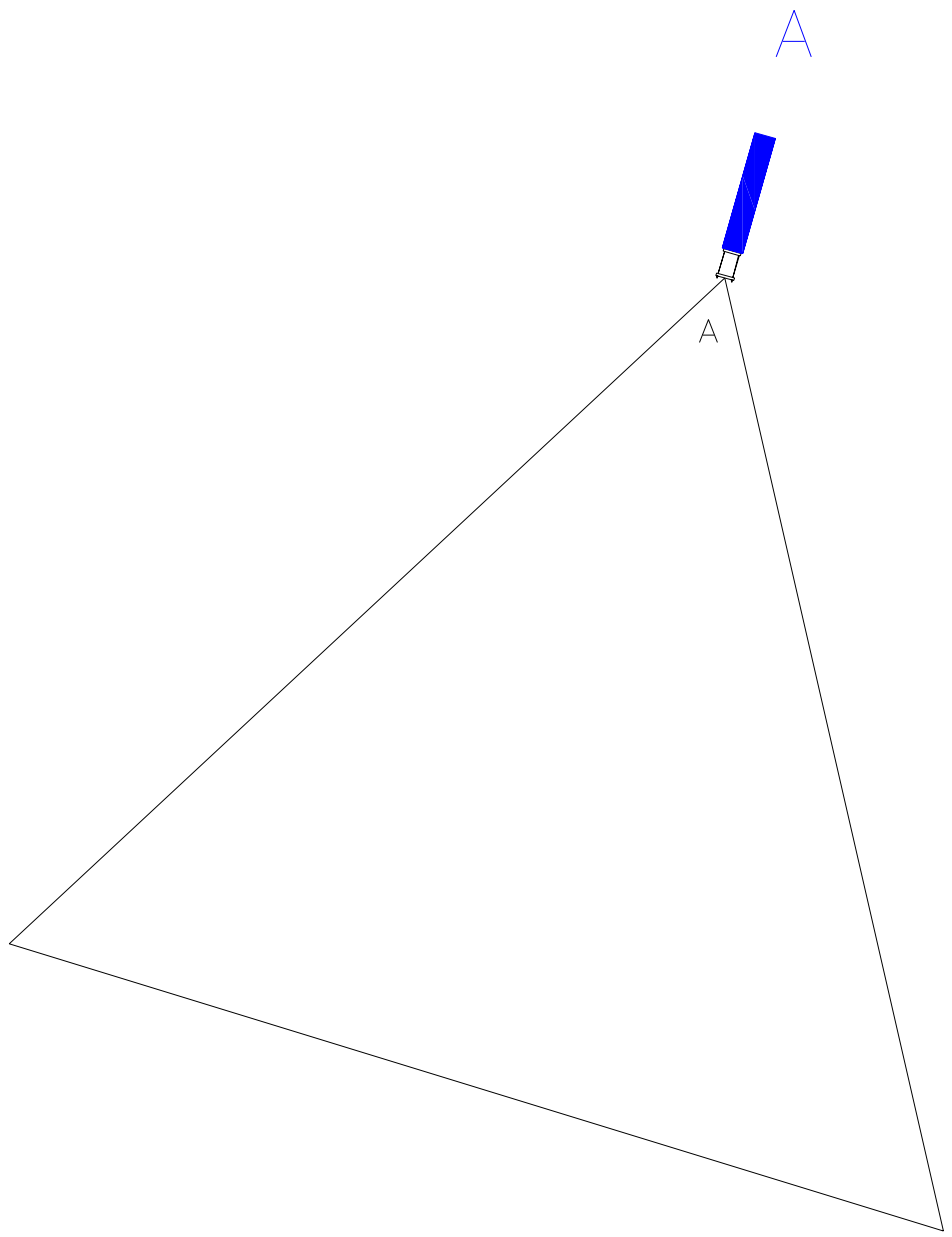
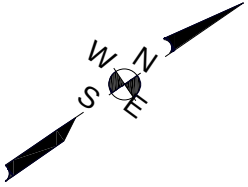
LRF Rev. #: 1
App Rev. #: 0
MLA #: 278410

DocuSign Envelope ID: 8907965C-5A7F-4244-B2A6-82C138A1B755

ANTENNA SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN C	
1	1		0		0	LAIRD TECH	LP800-2500-9-NF	70	
TME SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE	
1	1	0	0		0	ANDREW	LDF1-50A	1/4	

		ANTENNA							FEEDLINE		TME			
ORIENT	CUSTOMER	⌂	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME	TYPE	MFG	MODEL
A	MID FRIENDSWOOD TX, CITY OF	70	INSTALLED	LAIRD TECH	LP800-2500-9-NF	320		1	1/4	0				

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



CARRIERS LOGO



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY	MM										
				MM	DD	YY									
	1	26/02/20	UPDATED PER WORK ORDER 1830701												

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 2/26/2020

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

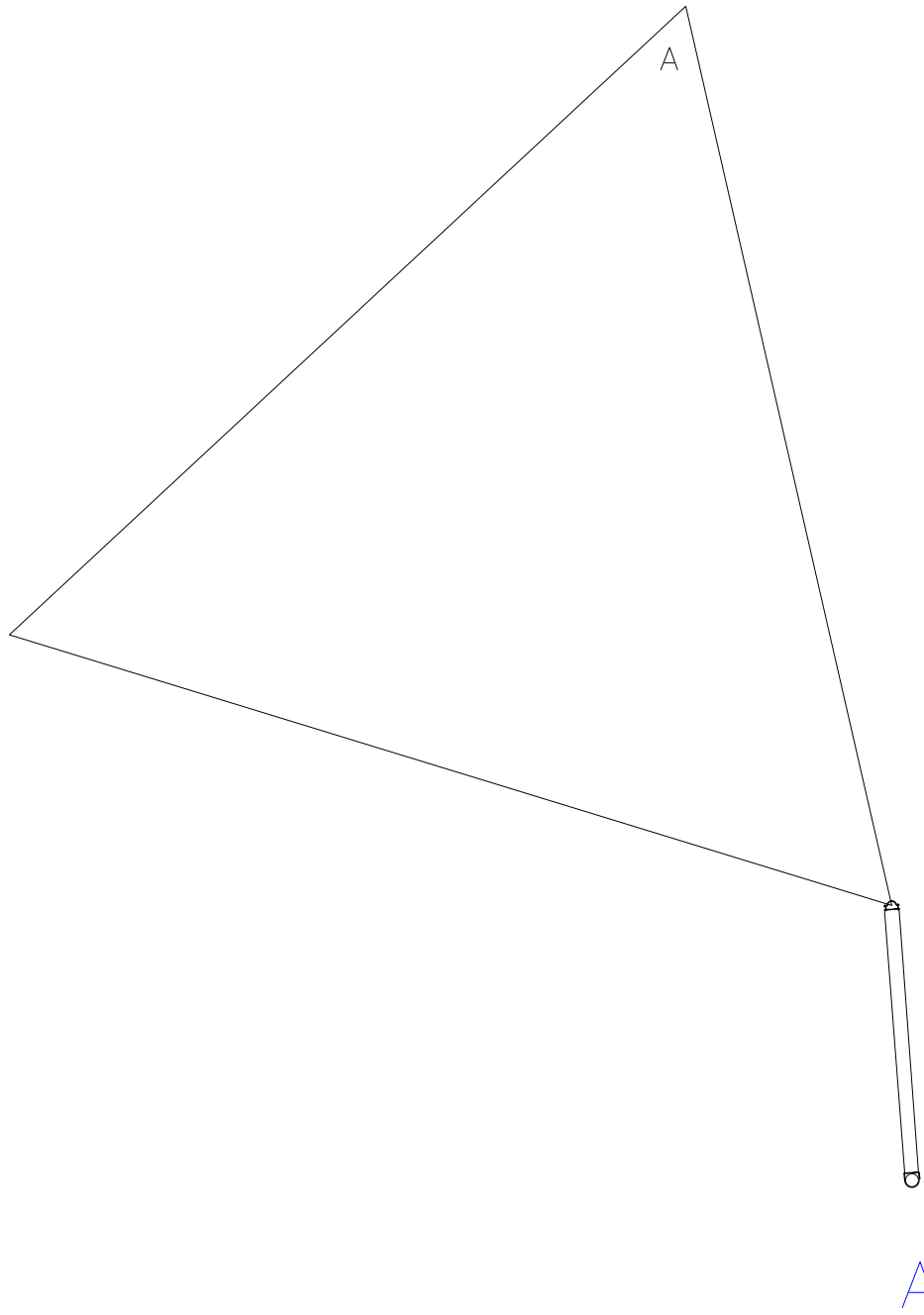
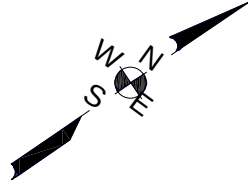
111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

70 FT INSTALLED LEVEL

SHEET NUMBER

ANTENNA SUMMARY FRIENDSWOOD TX, CITY OF							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN 𐀀
TME SUMMARY FRIENDSWOOD TX, CITY OF							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE
FEEDLINE SUMMARY FRIENDSWOOD TX, CITY OF							
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE



			ANTENNA						FEEDLINE		TME			
ORIENT	CUSTOMER	Ⓒ	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL	
A MID	FRIENDSWOOD TX, CITY OF	75	INSTALLED	EMPTY	EMPTY_MOUNT	120		0		0				



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS		NO.	DATE	DESCRIPTION	BY	MM												
					UPDATED PER WORK ORDER 1830701													
		1	26/02/20															

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 2/26/2020

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

75 FT INSTALLED LEVEL

SHEET NUMBER

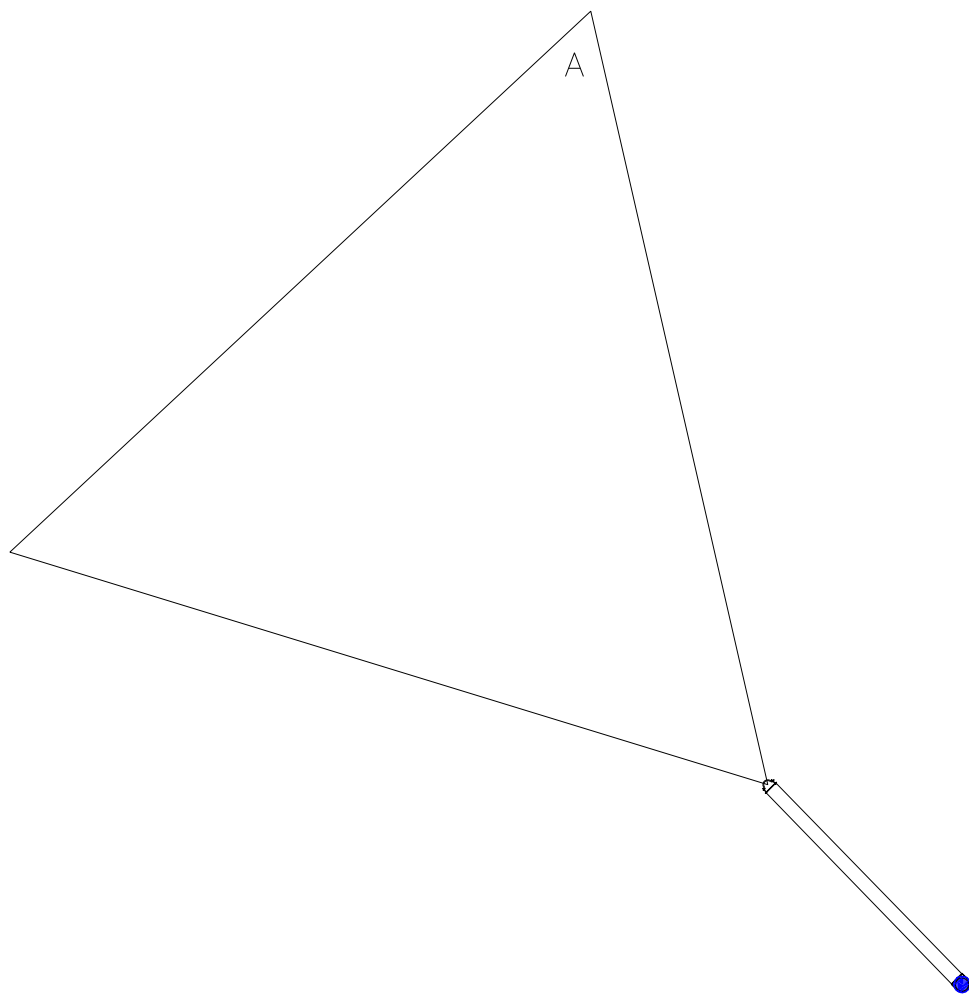
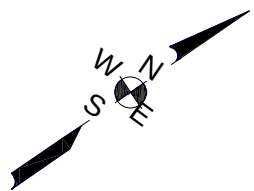
A1-75

DRAWING NOTES

1. THESE DRAWINGS ARE FOR REFERENCE ONLY,
NOT FOR CONSTRUCTION OR DESIGN.

DocuSign Envelope ID: 8907965C-5A7F-4244-B2A6-82C138A1B755

ANTENNA SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN C	
1	1	0	0		0	DECIBEL	DB810M-XC	95	
TME SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE	
1	1	0	0		0	ANDREW	LDF4-50A	1/2	



B

ORIENT			CUSTOMER			⌚	STATUS	MFG	MODEL	AZ	TECH	FEEDLINE		TME		
			FRIENDSWOOD TX, CITY OF			95	INSTALLED	DECIBEL	DB810M-XC	80		1	1/2	0		

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY	MM													
				MM	DD	YY	MM	DD	YY	MM	DD	YY	MM	DD	YY	MM	DD	YY
	1	26/02/20	UPDATED PER WORK ORDER 1830701															

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 2/26/2020

SITE NUMBER:

SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

90 FT INSTALLED LEVEL

SHEET NUMBER

A1-90

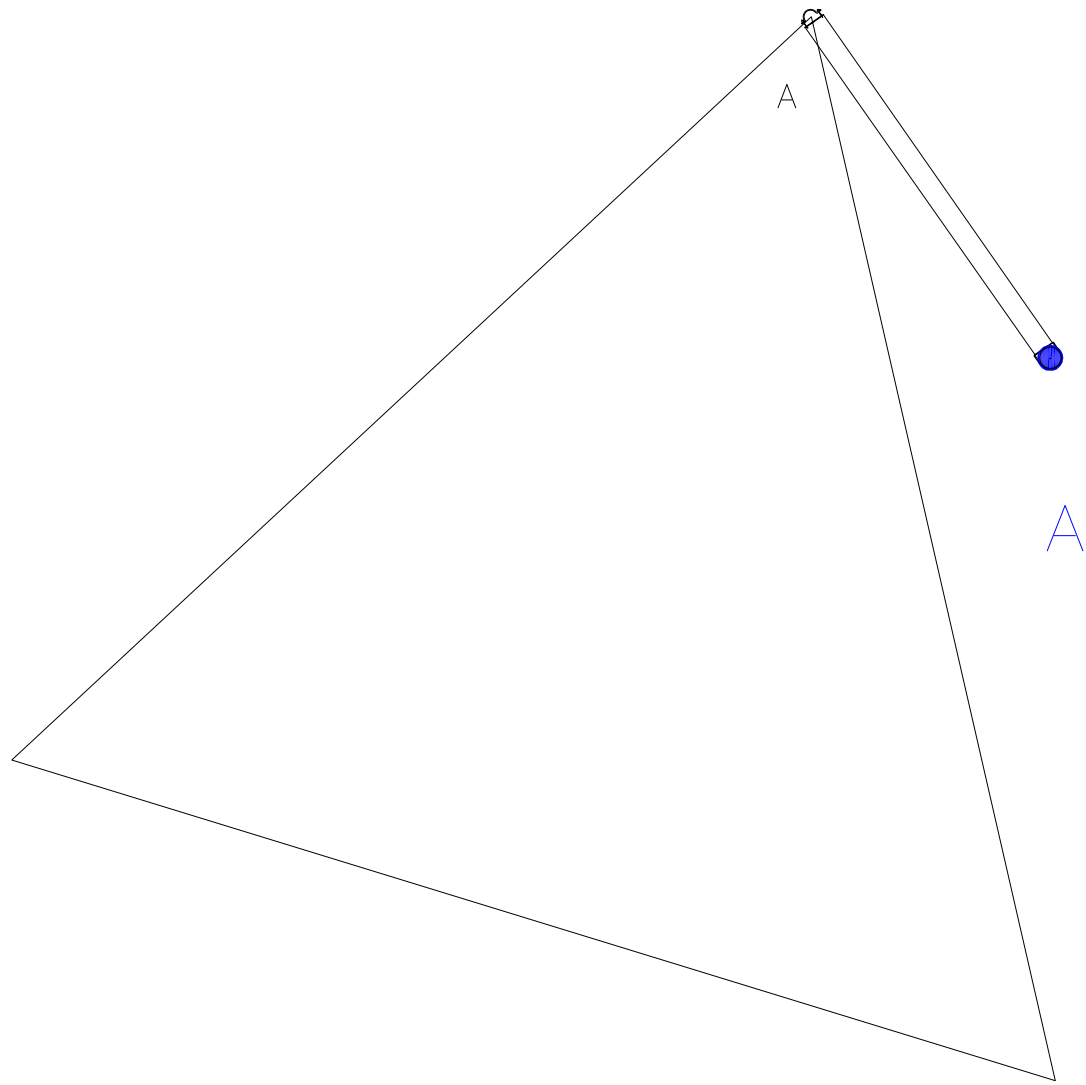
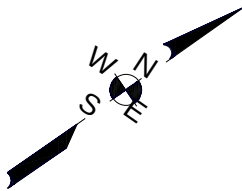
LEVEL DRAWING | MOUNT: SO 701-1

EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE

DRAWING NOTES

1. THESE DRAWINGS ARE FOR REFERENCE ONLY, NOT FOR CONSTRUCTION OR DESIGN.

ANTEN Ȣ	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL		
104	1	1	0	0	0	DECIBEL	DB810M-XC		
TME SUMMARY									
TME Ȣ	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY									
ATT Ȣ	QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE	
97	1	1	0	0	0	ANDREW	LDF4-50A	1/2	



ORIENT				CUSTOMER				Ȣ	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A				FRIENDSWOOD TX, CITY OF				104	INSTALLED	DECIBEL	DB810M-XC	120		1	1/2	0			

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY										
					WWW									
	1	11/07/17	UPDATED PER WORK ORDER 1428691											

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 7/11/2017

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

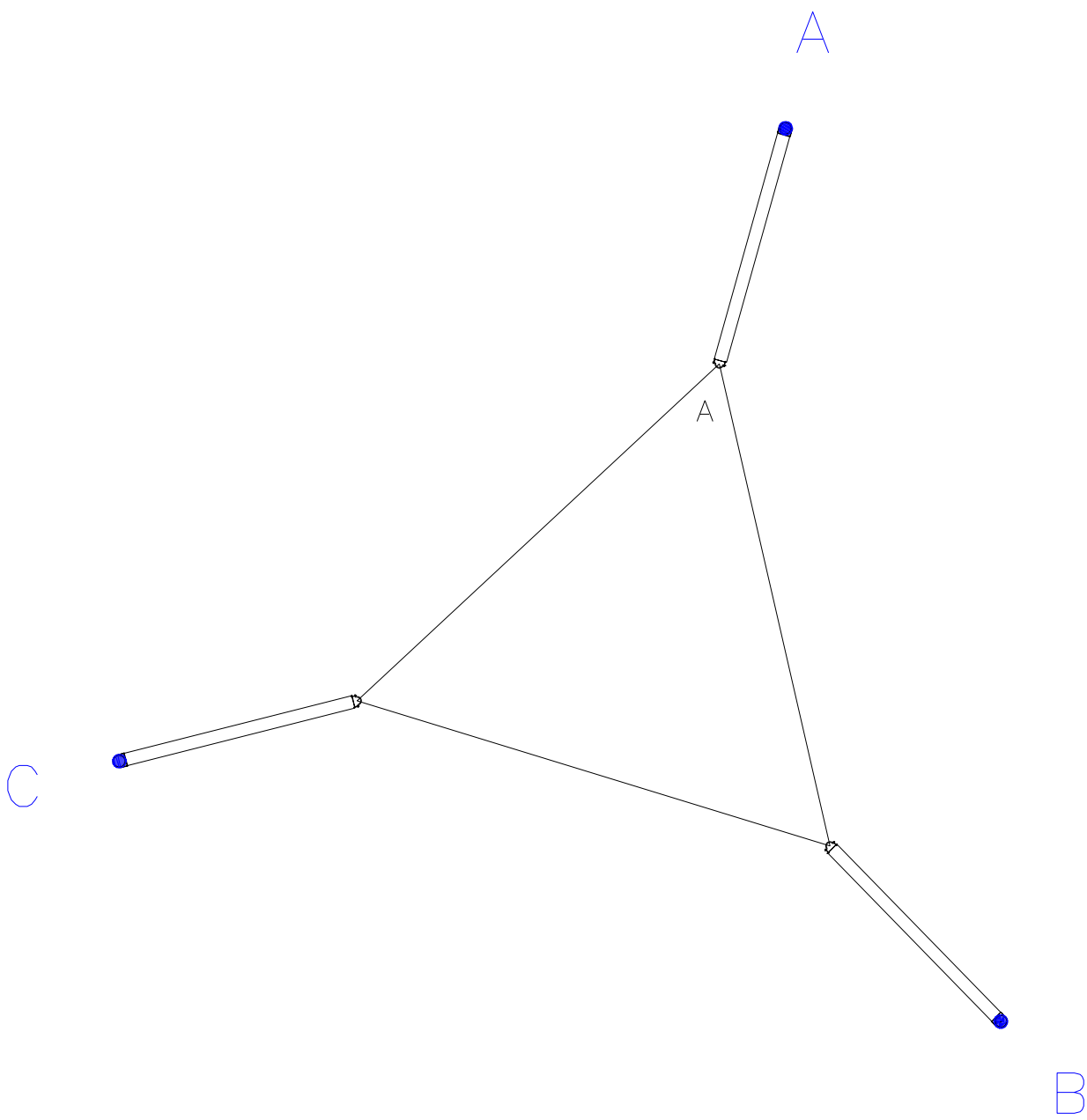
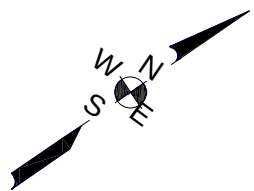
97 FT INSTALLED LEVEL

SHEET NUMBER

A1-97

DocuSign Envelope ID: 8907965C-5A7F-4244-B2A6-82C138A1B755

ANTENNA SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN	Ⓢ
3	3	0	0		0	DECIBEL	DB224	123	
TME SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE	
4	4	0	0		0	ANDREW	LDF5-50A	7/8	



						ANTENNA		FEEDLINE		TME				
ORIENT	CUSTOMER	Q	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME	TYPE	MFG	MODEL
A UP	FRIENDSWOOD TX, CITY OF	123	INSTALLED	DECIBEL	DB224	320		1	7/8	0				
B UP	FRIENDSWOOD TX, CITY OF	123	INSTALLED	DECIBEL	DB224	80		2	7/8	0				
C UP	FRIENDSWOOD TX, CITY OF	123	INSTALLED	DECIBEL	DB224	200		1	7/8	0				

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY	MM														
			UPDATED PER WORK ORDER 1830701																
		26/02/20																	
	1																		

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 2/26/2020

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

113 FT INSTALLED LEV

SHEET NUMBER

A1-113

LEVEL DRAWING | MOUNT: SO 701-1

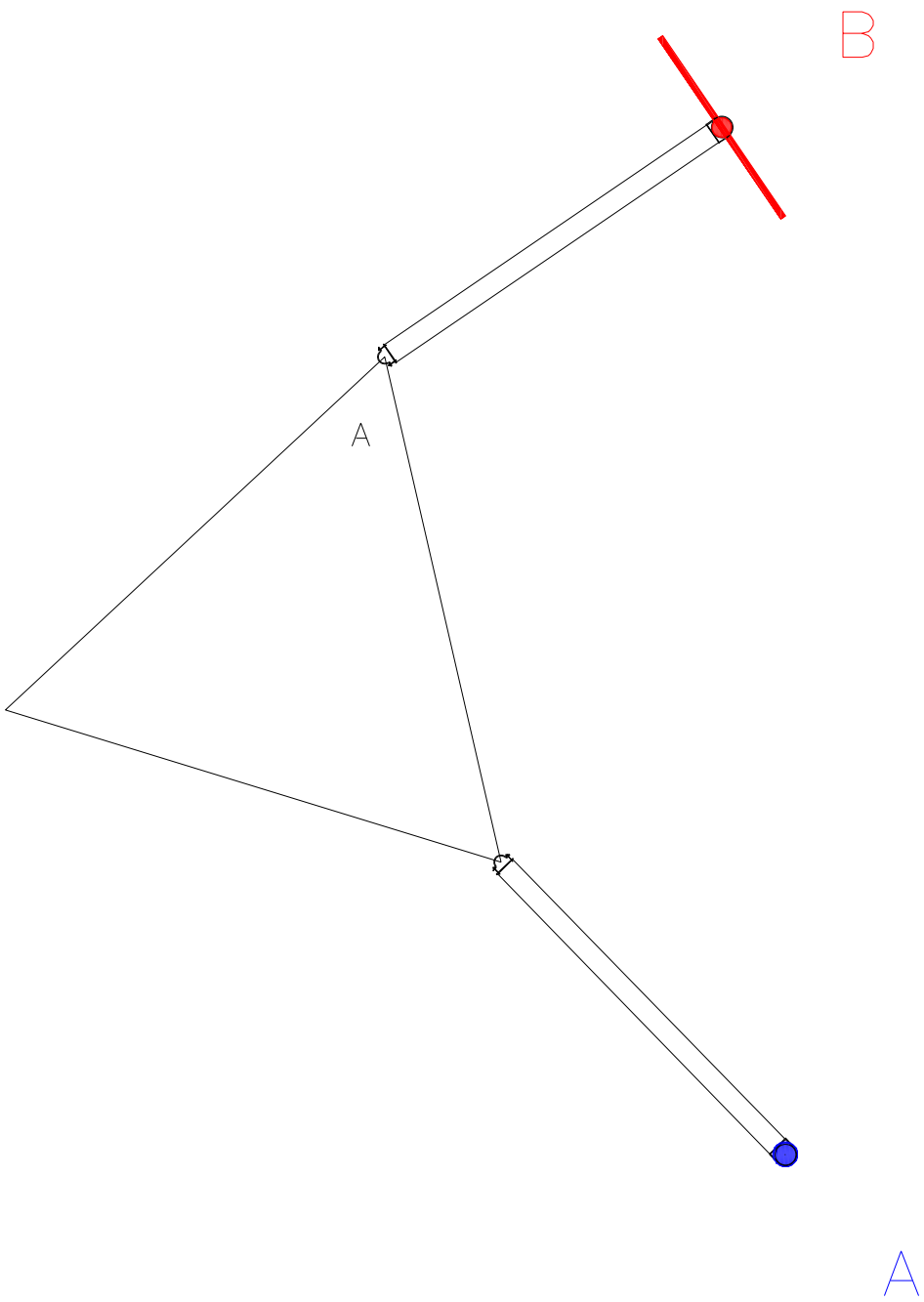
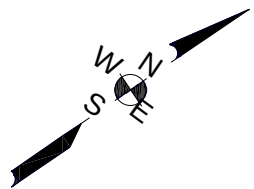
EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE

DRAWING NOTES

1. THESE DRAWINGS ARE FOR REFERENCE ONLY, NOT FOR CONSTRUCTION OR DESIGN.

DocuSign Envelope ID: 8907965C-5A7F-4244-B2A6-82C138A1B755

ANTENNA SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN C		
1	1	0	0	0	RFS/CELWAVE	PD340-1	150		
1	0	1	0	0	COMMSCOPE	DB404-B	150		
TME SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE		
FEEDLINE SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE		
1	1	0	0	0	ANDREW	LDF5-50A	7/8		
1	0	1	0	0	COMMSCOPE	AVA5-50	7/8		



				ANTENNA				FEEDLINE		TME			
ORIENT	CUSTOMER			⑆	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE
A	FRIENDSWOOD TX, CITY OF			150	INSTALLED	RFS/CELWAVE	PD340-1	80		1	7/8	0	
B	FRIENDSWOOD TX, CITY OF			150	PROPOSED	COMMSCOPE	DB404-B	0		1	7/8	0	

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO. DATE	DESCRIPTION	BY	AE															
			1836998																
	1	12/03/20																	

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 3/12/2020

SITE NUMBER:

SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

140 FT PROPOSED LEV

SHEET NUMBER

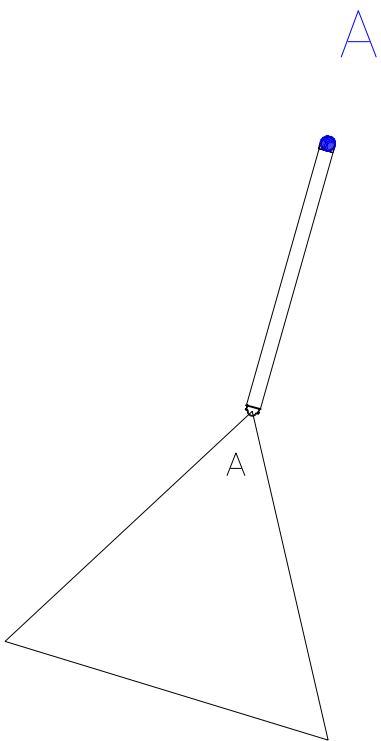
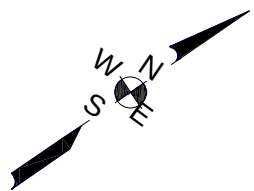
A1-140

DRAWING NOTES

1. THESE DRAWINGS ARE FOR REFERENCE ONLY, NOT FOR CONSTRUCTION OR DESIGN.

DocuSign Envelope ID: 8907965C-5A7F-4244-B2A6-82C138A1B755

ANTENNA SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN C	
1	1	0	0		0	SINCLAIR	SRL-224NM-4	153	
TME SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE	
1	1	0	0		0	ANDREW	LDF5-50A	7/8	



				ANTENNA				FEEDLINE		TME			
ORIENT	CUSTOMER			⌚	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE
	FRIENDSWOOD TX, CITY OF			153	INSTALLED	SINCLAIR	SRL-224NM-4	320		1	7/8	0	

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY	MM														
				UPDATED PER WORK ORDER 1830701															
				26/02/20															
	1																		

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 2/26/2020

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

144 FT INSTALLED LEV

SHEET NUMBER

A1-144

LEVEL DRAWING | MOUNT: SO 701-1

EQUIPMENT CENTERLINES ARE ABOVE STEEL LEVEL (ASL) UNLESS OTHERWISE NOTED | SEE TOWER ELEVATION FOR REFERENCE

DRAWING NOTES

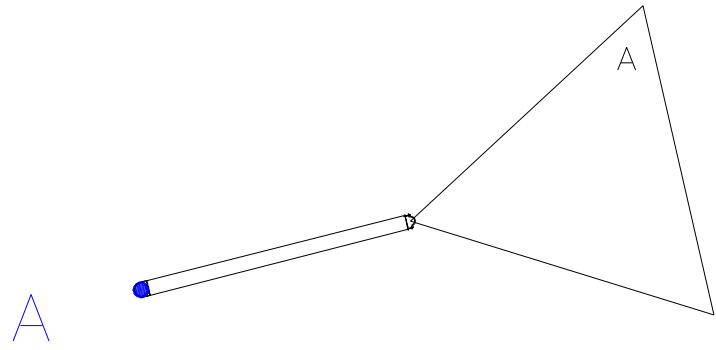
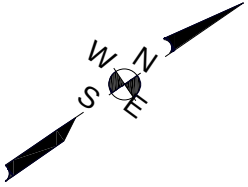
1. THESE DRAWINGS ARE FOR REFERENCE ONLY, NOT FOR CONSTRUCTION OR DESIGN.

DocuSign Envelope ID: 8907965C-5A7F-4244-B2A6-82C138A1B755

ANTENNA SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	ANTEN	Ⓢ
1	1	0	0		0	DECIBEL	DB411-A	153	
TME SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	TYPE	
FEEDLINE SUMMARY FRIENDSWOOD TX, CITY OF									
QTY	INST	PRPSD	NOT	INST	MLA/SLA/ABND	MANUFACTURER	MODEL	SIZE	
1	1	0	0		0	ANDREW	LDF5-50A	7/8	

				ANTENNA				FEEDLINE		TME			
ORIENT	CUSTOMER			Ⓢ	STATUS	MFG	MODEL	AZ	TECH	QTY	SIZE	QTY	TME TYPE
	FRIENDSWOOD TX, CITY OF			153	INSTALLED	DECIBEL	DB411-A	200		1	7/8	0	

OPERATING LEGAL ENTITY: CITY OF FRIENDSWOOD TX



CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS	NO.	DATE	DESCRIPTION	BY	MM												
				MM	MM												
	1	26/02/20	UPDATED PER WORK ORDER 1830701														

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 2/26/2020

SITE NUMBER:
SITE NAME:

SITE NAME

FRIENDSWOOD # 5

BUSINESS UNIT NUMBER

814801

SITE ADDRESS

111 E. WILLOWICK AVE.
FRIENDSWOOD, TX 77546
GALVESTON COUNTY
US

SHEET TITLE

149 FT INSTALLED LEV

SHEET NUMBER

DRAWING NOTES
1. THESE DRAWINGS ARE FOR REFERENCE ONLY, NOT FOR CONSTRUCTION OR DESIGN.

Certificate Of Completion

Envelope Id: 8907965C5A7F4244B2A682C138A1B755	Status: Completed
Subject: BU-814801_PLIC-596738_App-515018_South_FRIENDSWOOD # 5_Friendswood TX, City of_814801	
Area: STA	
District: TX	
BusinessUnit: 814801	
ApplicationId: 515018	
License: 596738	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Robert Jackson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2000 Corporate Drive
	Canonsburg, PA 15317
	Robert.Jackson@crowncastle.com
	IP Address: 64.213.130.241

Record Tracking

Status: Original	Holder: Robert Jackson	Location: DocuSign
3/23/2020 5:12:28 PM	Robert.Jackson@crowncastle.com	

Signer Events

Christopher Collins	Completed	Sent: 3/24/2020 7:13:10 AM
Christopher.Collins@crowncastle.com		Viewed: 3/24/2020 7:28:45 AM
Security Level:		Signed: 3/24/2020 7:30:01 AM

.Email	Using IP Address: 162.254.108.200
ID: c873b9dc-b850-4765-87f2-c81804281607	
3/24/2020 7:28:29 AM	

Electronic Record and Signature Disclosure:

Accepted: 3/24/2020 7:28:45 AM
ID: 3494a3c2-32ac-4c1b-8671-abcec6a05018

Aubrey Harbin	Completed	Sent: 4/2/2020 6:40:06 PM
aharbin@friendswood.com		Viewed: 4/2/2020 6:41:03 PM
Security Level: Email, Account Authentication (None)		Signed: 4/2/2020 6:42:29 PM

Using IP Address: 72.20.135.226

Electronic Record and Signature Disclosure:

Accepted: 4/2/2020 6:41:03 PM
ID: 23e79f2a-2ab7-4659-98a2-71b9655e5843

Morad Kabiri		Sent: 4/2/2020 6:42:30 PM
mkabiri@friendswood.com		Viewed: 4/2/2020 6:42:50 PM
City Manager		Signed: 4/2/2020 6:43:08 PM

Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style
	Using IP Address: 72.20.135.226

Electronic Record and Signature Disclosure:

Accepted: 4/2/2020 6:42:50 PM
ID: 76363f2e-c014-46ff-979d-76128d9b63f5

Brittany Jones		Sent: 4/2/2020 6:43:37 PM
brittany.jones@crowncastle.com		Viewed: 4/3/2020 8:54:29 AM
Manager, Contract Development		Signed: 4/3/2020 8:54:54 AM

Crown Castle International Corp.	Signature Adoption: Pre-selected Style
Signing Group: Crown Manager, Contract Development	Using IP Address: 38.91.120.67
Security Level: Email, Account Authentication (None)	

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Aubrey Harbin aharbin@ci.friendswood.tx.us Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 72.20.135.226	Sent: 3/24/2020 7:30:30 AM Resent: 4/2/2020 5:37:24 PM Viewed: 4/2/2020 6:38:19 PM Completed: 4/2/2020 6:40:06 PM
Electronic Record and Signature Disclosure: Accepted: 4/2/2020 6:38:19 PM ID: cd9c9d00-d20d-4f06-acb7-0c151dfd61e0		
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Meredith Norris Meredith.Norris@crowncastle.com Crown Castle International Corp. Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/24/2020 7:30:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/2/2020 6:43:38 PM
Certified Delivered	Security Checked	4/3/2020 8:54:29 AM
Signing Complete	Security Checked	4/3/2020 8:54:54 AM
Completed	Security Checked	4/3/2020 8:54:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
----------------------------------	---------------------------

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the “I agree” button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

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: May 4, 2020

Date submitted: 4/17/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing the acceptance of a waterline for the proposed Lundy Lane Estates subdivision and initiate the contractor's one-year maintenance period

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of a new water line to serve the Lundy Lane Estates Subdivision has been completed.

City Staff has conducted a final walk-through and inspections on the construction of this \$61,475 water line. This 8-inch water line is 660 feet in length and includes provisions for its eventual extension to serve any future development to the adjacent property.

The City has received a one year maintenance bond for this water line.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This water line will serve two new lots in the Lundy Lane Estates subdivision. A tee was added to the end of the water line to allow the line to be extended further should any development occur on the adjacent property.

RECOMMENDATIONS

Authorize the acceptance of the waterline for the proposed Lundy Lane Estates subdivision and initiate the contractor's one-year maintenance period.

ATTACHMENTS

1. NWP 5285786

DOCUMENT 00800

Bond 5285786

ONE-YEAR MAINTENANCE BOND

THAT WE, NWP Enterprise LLC dba Perez Plumbing, as Principal, hereinafter called the Contractor, and the other subscriber hereto, SureTec 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 Sixty One Thousand Four Hundred Seventy Five and 00/100 dollars (\$61,475.00), 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 8"x8" TS&V – 175' of 8" C900 Piping W/Fire Hydrant for 1922 Lundy Lane-City of Friendswood, Texas, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end of the One-year Maintenance period;

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

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

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

Bond 5285786

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:

NWP Enterprise LLC dba Perez Plumbing
Name of Contractor

Signature

Name:

Title:

ATTEST SEAL:

SureTec Insurance Company
Full Name of Surety
2103 CityWest Boulevard Suite 1300
Address of Surety for Notice
Houston, TX 77042
City, State and Zip Code of Surety for Notice
(713)812-0800
Telephone Number of Surety


Melissa Woods
Surety Witness

Rosalyn D. Hassell
Signature
Name: Rosalyn D. Hassell
Title: Attorney-in-Fact
Date: 4/23/2020

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

City Attorney

Date

END OF DOCUMENT

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Rosalyn D. Hassell

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: NWP Enterprise LLC dba Perez Plumbing

Obligee: City of Friendswood

Amount: \$ 61,475.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

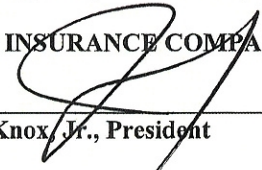
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

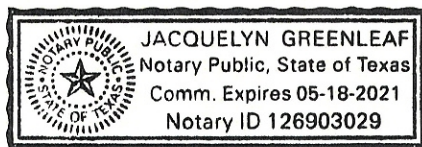
By: 
John Knox, Jr., President

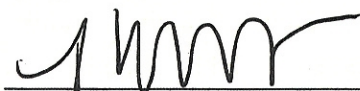
State of Texas
County of Harris

ss:



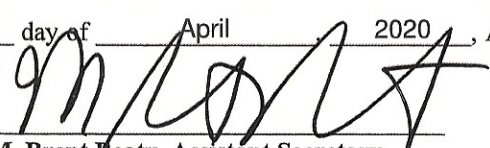
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of April, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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: May 4, 2020

Date submitted: 4/21/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the capital equipment lease funded purchases of a Tool CAT loader for the Parks and Recreation Department, a Vacuum/Jet Combination Sewer Truck and a Street Sweeper & Vacuum Unit for the Public Works Department

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The adopted budget included decision packages totaling \$1,019,000 to purchase capital equipment for the City's Public Works, Parks and Recreation and FVFD, including a vacuum/jet combination sewer truck, skid steer loader, streets sweeper/vacuum unit, a tool CAT loader and an ambulance. In November 2019, City Council approved a 5-year term capital equipment lease financing agreement for the purchase.

Because the cost of each piece of equipment exceeds state procurement regulation and the City's purchasing policy thresholds of \$50,000, City Council approval is needed for the actual purchases.

Through state procurement contract vendors, City staff has received pricing of \$101,645 for the skid steer loader from Lansdowne Moody, \$441,161 for the vacuum/jet combination sewer truck from Freightliner of Austin Truck & Equipment and \$61,811 for the tool CAT loader from BobCAT of Houston.

The ambulance purchase was previously approved by Council and the street sweeper/vacuum unit will be purchased before the fiscal year end.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The new equipment will improve work effectiveness and efficiencies in the departments.

RECOMMENDATIONS

City staff seeks Council approval of the purchase to meet state and local procurement regulations.

ATTACHMENTS

1. Skid Steer Loader Quote-Invoice
2. Tool CAT Loader Quote
3. Vacuum Jet Sewer Truck Quote

Remit To: 8445 East Freeway
Houston, TX 77029

Terms: Net 30 Days

East Houston SW Houston Conroe
(713) 672-8366 (713) 779-0707 (936) 321-6677



Email: AR@LMTractor.com
Website: LMTractor.com

Hockley Webster Splendora
(281) 373-5185 (281) 338-1563 (281) 592-5266

Since 1936
INVOICE

Access your account on line at www.LMTractor.com

SOLD TO
046160 CITY OF FRIENDSWOOD
ACCTS PAYABLE
P O BOX 1288
FRIENDSWOOD, TX 77549-1288

SHIP TO
STEVE VAVRECKA
PUBLIC WORKS
15355 BLACKHAWK BLV
FRIENDSWOOD, TX 77546

Sold By: RH2 PO #: 20001622 Date 2/28/20 EQUIPMENT SALE EW13316
Ship By: Tax #: 74-1493202 11:32:34 PRT: 8

Tax	D	Qty	Description	Price	Amount
EQUIPMENT SALE					
00000*			W52520 KUBOTA AP-HD80LLC BKT CTL SER#:1445301		1658.00
00000*			N64925 LOFTNESS 12CFISUV2 OIL COOLER SER#:50-650		5967.00
00000*			I63887 PALADIN 30272-9925 GROUND SHARK SER#:550661		10985.00
00000*			W52641 LANDPRIDE AP-GB3080 GRAPPLE SCRP SER#:1079335K		3950.00
00000*			D65976 PALADIN SFB500 BREAKER HYD SER#:1900275		5988.00
** TOTAL EQUIPMENT SALE					28548.00
HEAVY EQUIPMENT					
00000*			W52204 KUBOTA SVL95-2SHFC TRACK LOADER SER#:45904		66572.00
TRAILER SALE					
00000*			W52704 TROUT F20 TRLR 20 FT SER#:1T9HC2020LS281076		6525.00

COMMENTS

APPROVED TO CHARGE ACCOUNT 2/25/2020 H.H.

Payment Terms NET 30 DAYS From Invoice Date

No Tax Collected / Tax Exempt Customer / Chapter 2251

Invoice Address: Accounts Payable /PO Box 1288
Friendswood, Texas 77549-1288

Thank you for your business. We appreciate referrals and reviews!

Russ Humphries - Lansdowne Moody Sales Department



Remit To: 8445 East Freeway
Houston, TX 77029

Terms: Net 30 Days

East Houston
(713) 672-8366

SW Houston
(713) 779-0707

Conroe
(936) 321-6677



www.LMtractor.com

Since 1936

INVOICE

Email: AR@LMTractor.com
Website: LMTractor.com

Hockley
(281) 373-5185

Webster
(281) 338-1563

Splendora
(281) 592-5266

Access your account on line at www.LMTractor.com

SOLD TO

046160 CITY OF FRIENDSWOOD
ACCTS PAYABLE
P O BOX 1288
FRIENDSWOOD, TX 77549-1288

SHIP TO

STEVE VAVRECKA
PUBLIC WORKS
15355 BLACKHAWK BLV
FRIENDSWOOD, TX 77546

Sold By: RH2 PO #: 20001622 Date 2/28/20 EQUIPMENT SALE EW13316
Ship By: Tax #: 74-1493202 11:32:34 PRT: 8

Tax	D	Qty	Description	Price	Amount
-----	---	-----	-------------	-------	--------

			Sales tax not collected due to purchaser being a government agency.		
--	--	--	---	--	--

** SUBTOTAL 101645.00

X Charge Sale

Phone: (281) 996-3382
Page 2 Last Page

PAY THIS
AMOUNT

\$101645.00



Bobcat

Product Quotation

Quotation Number: HMM-21032

Date: 2020-04-16 09:14:42

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF FRIENDSWOOD Attn: STEVE VAVRECKA UTILITY MAINT 1306 DEEPWOOD FRIENDSWOOD, TX 77546 Phone: (281) 996-3384	Bobcat of Houston/Pearland, Houston, TX 14525 ALMEDA SCHOOL ROAD HOUSTON TX 77047 Phone: (713) 413-2200 Fax: (713) 412-2204	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description

Bobcat 5600

Adjustable Vinyl Seats

All-Wheel Steer

Automatically Activated Glow Plugs

Auxiliary Hydraulics

- Variable Flow with dual direction detent

Beverage Holders

Bob-Tach

Boom Float

Cargo Box Support

Cruise Control

Deluxe Operator Canopy includes:

- Front Window, Rear Window ,
- Front Wipers, and Electrical Power Port

Lower Engine Guard

Limited Slip Transaxle

Engine and Hydraulic Monitor with Shutdown

Front Work Lights

Full-time Four-Wheel Drive

Horsepower Management

- Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I

Dome Light

Deluxe Road Package

Backup Alarm

Turn Signals

Flashers

Tail Lights

Brake Lights

Rear View Mirror

Cab Enclosure with Heater & Air Conditioning

High Flow Package

Keyless Ignition

Attachment Control

Power Bob-Tach

Radio Option

Traction Control

Interior Trim

30H Auger Hex Drive Unit

--- Auger 15C/H, 30C/H Mounting Frame

Part No

M1221

Qty

1

Price Ea.

\$45,393.40

Total

\$45,393.40

Hydraulic Dump Box

Instrumentation:

- Hour meter, Job Hours, Speedometer,
- Tachometer, Fuel Gauge, Engine
- Temperature Gauge, and Warning Lights

Joystick, Manually Controlled with Lift Arm Float

Lift Arm Support

Parking Brake, automatic

Power Steering with Tilt Steering Wheel

Radiator Screen

Rear Receiver Hitch

Seat Belts, Shoulder Harness

Spark Arrestor Muffler

Suspension, 4-wheel independent

Tires: 27 x 10.5-15 (8 ply), Lug Tread

Toolcat Interlock Control System (TICS)

Two-Speed Transmission

Machine Warranty: 12 Months, unlimited hours

Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty

M1221-P01-C01

1

\$1,973.70

\$1,973.70

Side Mirrors

Horn

Lower Engine Guard

Rear Work Lights

Headlights

M1221-R02-C03

1

\$4,134.40

\$4,134.40

M1221-R03-C02

1

\$1,475.60

\$1,475.60

M1221-R06-C02

1

\$285.60

\$285.60

M1221-R08-C02

1

\$200.60

\$200.60

M1221-R12-C02

1

\$934.15

\$934.15

M1221-R15-C02

1

\$453.05

\$453.05

M1221-R16-C02

1

\$463.25

\$463.25

M1221-A01-C05

1

\$174.25

\$174.25

7138264

1

\$1,769.28

\$1,769.28

6812980

1

\$313.12

\$313.12

---	.625 in. Pin Kit	6809733	1	\$17.40	\$17.40
---	Heavy Duty, Hex 12" Bit	6674959	1	\$1,044.10	\$1,044.10
---	Heavy Duty, Hex, 18" Bit	6675034	1	\$1,422.05	\$1,422.05
---	Heavy Duty, Hex, 24" Bit	6674962	1	\$1,757.03	\$1,757.03

Total of Items Quoted	\$61,810.98
Dealer Assembly Charges	\$0.00
Quote Total - US dollars	\$61,810.98

Notes:

**Prices per the TX Buyboard Contract 597-19*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination within the 48 Contiguous States.*

**Delivery: 60 to 90 days from ARO.*

**State Sales Taxes apply. Tax Exempt Certificate required with all purchases*

**TID# 38-0425350*

****ORDERS MUST BE PLACED WITH:** Clark Equipment Company dba Bobcat Company, Govt Sales,
250 E. Beaton Drive, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME

CITY OF FRIENDWOOD

TELEPHONE

281-996-3200

ADDRESS

910 SOUTH FRIENDSWOOD DR.

CITY

FRIENDSWOOD

STATE

TX

ZIP CODE

77546

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	FREIGHTLINER	114SD	TBD	
A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.				
El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.				
Disclaimer of Warranties				
Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.				
MILEAGE:				
BUY BOARD CONTRACT #521-16				
CHASSIS SELLING PRICE				
\$ 110,951.00				
VACTOR 2100i COMBINATION SINGLE ENGINE SEWER CLEANER				
\$ 329,810.00				
BUY BOARD FEE				
\$ 400.00				
CUSTOMER SIGNATURE				
SALESMAN SIGNATURE KEVIN KRIEG				

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
PAYOFF TO:		TOTAL		\$ 441,161.00
ADDRESS:		Trade Allowance		N/A
TELEPHONE: / FAX:		Trading Difference		N/A
GOOD UNTIL:		Sales Tax		N/A
QUOTED BY:		Vehicle Inventory Tax		N/A
SHOW LIEN TO:		License Fee		N/A
ADDRESS:		Body Type:		Documentary Fee
		License Wt.:		N/A
		Federal Excise Tax		N/A
		State Insp.:		TOTAL SALE PRICE
DATED: LIEN AMOUNT \$				\$ 441,161.00
DRAFT FOR \$		License:		Payoff on Trade
DRAFT THRU:		Title:		Ext. Service Agreement
ADDRESS:		Transfer:		Less Deposit
		Total Balance Due		\$ 441,161.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be

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: May 4, 2020

Date submitted: 4/22/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approve the rejection of all bids for RFP No. 2020-03 for Demolition and Removal Services

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On July 8, 2019 the City received the award for the HMGP DR-4332-056, Acquisition and Demolition Projects for the acquisition and demolition of 24 homes that were substantially damaged during Hurricane Harvey.

On April 1, 2020, the City published in the official newspaper notice of RFP 2020-03 Demolition and Removal Services for the HMGP. It has been determined that the number of days between the first day of publication and the date of opening the bids did not meet the statutory requirements.

Staff is asking City Council to reject any and all proposals for RFP 2020-03 Demolition and Removal Services. This will allow for a re-bid that meets the publication requirements and should allow for additional respondents for more competitive pricing.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Under the HMGP project, the City of Friendswood, Galveston/Harris County, will acquire and demolish 24 flood-prone properties. The City must follow the state's procurement laws for providing notice for bids and proposals, including the RFP 2020-03 for Demolition and Removal Services. Rejecting all proposals will allow the City to re-bid the RFP for Demolition and Removal Services pursuant to state law.

RECOMMENDATIONS

Staff recommends Council to reject any and all proposals for RFP 2020-03 Demolition and Removal Services.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 4, 2020

Date submitted: 4/20/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the April 6, 2020, Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of April 06, 2020, are submitted for Council's review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter.

RECOMMENDATIONS

The City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

1. 04-06-20 CMO Report

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
APRIL 6, 2020

7 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, APRIL 6, 2020, AT 07:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR PRO-TEM SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER TRISH HANKS (VIDEOCONFERENCE)
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

City Attorney Mary Kay Fischer was absent from the meeting.

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation

The invocation was given by Councilmember Griffon.

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)

Councilmember Griffon led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

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. 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. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City

Manager's office for concerns involving a City employee.)

Larry Wilkinson, Friendswood resident, addressed Council and stated he lives in Eagles Point Subdivision, not speaking on behalf of neighbors or Homeowner's Association (HOA), speaking on proposed curb cut and ingress/egress at Virgata Commons. Former Mayor Holland made a comment in a public meeting that curb cut and ingress/egress would not be installed on Leisure Lane, was a trade for the neighborhood's agreement. Mr. Wilkinson reported he attended a meeting with the City Manager who later stated Mayor Holland should not have made that commitment. An HOA officer recently had a meeting with the current Mayor and City Manager and was told there is nothing that can be done. There is something that can be done, the city should deny the permit, Texas Department of Transportation (TxDOT) has come to the table about installing a light facility, have TxDOT build their project, reevaluate the traffic study at that time, and defer curb cut and ingress/egress project until TxDOT project is complete.

With concurrence of Council, Mayor Foreman moved to Agenda Item 7, Special Recognition and Acknowledgements.

5. CLOSED EXECUTIVE SESSION

A. Communications from the Public regarding Executive Session topics.

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

B. Council may convene into Executive Session in accordance with Texas Government Code, pursuant to Section 551.072: Deliberation regarding the purchase, exchange, lease or value of real property with possible discussion and action related thereto in open session.

Council convened into Executive Session in accordance with Texas Government Code, pursuant to Section 551.072 – Deliberation regarding the purchase, exchange, lease or value of real property.

6. RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with no action taken later in the meeting.

With concurrence of Council, Mayor Foreman moved to Agenda Item 17, Adjournment.

7. Special Recognition and Acknowledgements

A. Presentation of the Texas Municipal Library Directors Association's (TMLDA) 2019 Achievement of Library Excellence Award

City Manager Morad Kabiri stated Staff requested that no one come to present the Achievement of Library Excellence Award for 2019 at tonight's meeting due to the ongoing pandemic. The

Friendswood Public Library has received the award for multiple years. The City Manager commended Library Director Matt Riley and his staff for a job well done.

8. Public Hearing

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

A. Request to vacate a 0.1738 acre (7,569 SQ) portion of a 60` right-of-way of East Heritage Drive, being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County Plat Records Friendswood, Galveston County, Texas.

Mayor Foreman called a Public Hearing to order to receive comments from the public both oral and written, regarding a request to vacate a 0.1738 acre (7,569 SQ) portion of a 60` right-of-way of East Heritage Drive, being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County Plat Records Friendswood, Galveston County, Texas.

Community Development Director/City Planner Aubrey Harbin explained the request and stated the Planning and Zoning Commission (P&Z) had a unanimous positive recommendation.

Councilmember Rockey asked if there was any language in the request that would prevent the church from building on the property later since currently they plan on leaving it as green space.

Ms. Harbin answered P&Z is currently processing a Specific Use Permit for the church, will come before Council in the next few months, includes a site plan on how the property will be developed and the green space. If there are any changes to the site plan the church would have to come back to P&Z and Council to amend the site plan.

Councilmember Griffon stated based on the survey, it appears it would be hard to do anything with the property.

Mayor Foreman asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Hearing no comments from the public, Mayor Foreman closed this portion of the Public Hearing.

9. Communications from the Public

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. 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. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Mayor Foreman asked if anyone would like to speak. No one spoke.

10. City Manager's Report

A. Coronavirus Disease 2019 (COVID-19)

City Manager Morad Kabiri reported that as a result of the Coronavirus, Staff has implemented the city's Continuity of Operations and Pandemic Plans which include ensuring that vital services continue, service models have been adjusted, disinfecting efforts have been ramped up for employee workspaces and vehicles, telecommuting options have been enacted for employees where possible, use of Personal Protective Equipment's (PPE) has been enacted for first responder activities that engage the public, and currently working on securing hotel resources for employees/first responders that may need to be quarantined. As an external response Staff is following state and county executive orders which include measures to encourage social distancing throughout the community with Police Department and Parks and Recreation Department staff, Code Enforcement to contact potential violators by phone to seek compliance with state orders (complaint driven), communication efforts have been ramped up thorough social media, city website and email communications, a survey has been conducted with the business community to identify issues they are facing, and Staff is working with those business owners to get them connected with the right channels to assist them. Costs concerns associated with the Coronavirus have been minimal to date, mainly disinfectant and PPEs related, instructed reprogramming of money in base budget to address current/on-going needs, duration of pandemic and resources, hurricane season, and an anticipated loss of sales tax revenue next fiscal year.

Discussion took place between Mayor, Council, and City Manager Morad Kabiri regarding the city's supply of Personal Protective Equipment's (PPE), recovery task force working to assist local businesses, recovery efforts for businesses and schools will be a function of the state and counties, sales tax revenue reductions could impact the city's ability to fund new programs, currently not anticipating any reduction in Staff, and the current status of the 90-day reserve fund.

B. Canceled Events

The City Manager reported that in relation to the Coronavirus there have been a few cancellations related to city events that include Spring Sparkle, Library Week, and the Youth Fishing Derby which have been postponed for now.

C. Texas Department of Transportation Traffic Signals

The City Manager reported that traffic signals along all Farm-to-Market roads within the City of Friendswood are owned and operated by the Texas Department of Transportation (TxDOT). Any modifications or additions to the existing system requires TxDOT support and buy-in. Over the last few years, congestion has continued to grow in and around the intersection of FM 518 and FM 528. Due to traffic at the intersection, more and more vehicles have opted to traverse East Winding Way and Leisure Lane. Coupled with the recent commercial growth nearby, concerns have been raised for an intervention. Staff is in communication with the head of TxDOT's Houston District Office to expedite the installation of a traffic signal at FM 518 and Leisure Lane. An offer to financially partner with TxDOT on the signal has also been made.

D. Hurricane Harvey Update

The City Manager reported that Staff continues to close on thirteen properties remaining in the Hazard Mitigation Grant Program buyout program. Staff recently received word that Federal Emergency Management Agency (FEMA) has obligated funding for the Texas Water Development Board Flood Mitigation Assistance grant project to acquire four Severe Repetitive Loss Properties along Clear Creek and Cowards Creek. One of the four properties in the program has been closed on, negotiations are reaching a conclusion on another, and one property has been disqualified based on repairs made. Conditional approvals have been granted from the Community Development Block Grant – Disaster Recovery Program for both the Blackhawk Facility and the Forest Bend flood mitigation project. Staff is working toward the procurement of professional services architectural, engineering, and environmental activities associated with these projects once Harris County Commissioners Court authorizes the city to proceed. Applications through the Texas General Land Office on property acquisition/critical infrastructure are still awaiting approval. Staff has solicited the assistance of State Senator Larry Taylor and Representatives Greg Bonnen and Dennis Paul. United States Congressmen Pete Olson and Randy Weber have been contacted to enlist help with FEMA on all projects and initiatives. Some progress has been made but with the rise of COVID-19, Staff anticipates delays in finalizing these efforts.

E. Safe City Designations

The City Manager reported that the City of Friendswood has ranked on two safest cities lists for Texas. National Council for Home Safety and Security ranked Friendswood as 15th in Texas, and SafeWise ranked Friendswood as 24th in Texas. Both organizations used similar methodology to determine their rankings. In order to identify the safest cities in Texas, the most recent Federal Bureau of Investigation (FBI) Crime Report statistics and population data are used. The City Manager asked residents to take a moment to recognize the Friendswood Police Department as they continue to serve the community and make Friendswood one of the safest cities in Texas.

The City Manager reported that the Planning and Zoning Commission is currently working on reviewing the city's tree ordinance and will bring an agenda item to Council in the future.

11. Communications from Committees and Special Reports

A. Annual Report from Keep Friendswood Beautiful

Mayor Foreman stated a member of Keep Friendswood Beautiful was not present at the meeting to give the annual report. The Keep Friendswood Beautiful annual report can be found in the agenda packet.

B. Presentation of City Bonds by John Robuck with BOK Financial

John Robuck with BOK Financial Securities, Inc., the city's financial advisor, presented a schedule events presentation that outlines the General Obligation Improvement and Refunding Bonds Series 2020, approximately \$10,085,000. He gave an overview of the current bond market – Bond Buyer

Index, market has been volatile and following traditional standards, and is a good environment to sell bonds. Discussed proposed bond to be refunded, estimated debt service and savings (refunding portion), estimated debt service requirement (new money portion), and tentative schedule of events.

12. Discussion and Possible Action

A. Discussion and possible action regarding the designation of the Local Rabies Control Authority and Director of Animal Control.

******Councilmember Scott moved to approve the designation of Captain Douglas Lauersdorf as the Local Rabies Control Authority and Director of Animal Control.
The motion was seconded and approved unanimously.

B. Discussion and possible action regarding the designation of the City's Animal Shelter Advisory Committee Member.

******Councilmember Griffon moved to approve the designation of Captain Douglas Lauersdorf as the city's Animal Shelter Advisory Committee member.
The motion was seconded and approved unanimously.

C. Discussion and possible action regarding appointments and reappointments to the following committees, boards and commissions:

Keep Friendswood Beautiful – Appoint Stephanie Reddick as an alternate member to a three-year term expiring November 2022.

******Councilmember Griffon moved to approve the appointment of Stephanie Reddick as an alternate member to Keep Friendswood Beautiful with a term to expire November 2022.
The motion was seconded and approved 6-0 with Councilmember Hanks abstaining.

D. Discussion and possible action regarding an interlocal agreement with the Harris County Flood Control District for the operation and maintenance of a weather station located at 1600 Whitaker and other weather related devices agreed on by both parties located in Galveston County.

******Councilmember Griffon moved to approve an interlocal agreement with the Harris County Flood Control District for the operation and maintenance of a weather station located at 1600 Whitaker and other weather related devices agreed on by both parties located in Galveston County.
The motion was seconded and approved unanimously.

E. Discussion and possible action regarding an agreement between the City of Friendswood and Harris County for the Forest Bend Detention Pond Project.

******Councilmember Scott moved to approve an agreement between the City of Friendswood and Harris County for the Forest Bend Detention Pond Project.

The motion was seconded and approved unanimously.

13. Resolutions

Consideration and possible action regarding the following:

A. Resolution No. R2020-09: A resolution of the City Council of the City of Friendswood, Texas, approving a contractual agreement for dispatching services between the Forest Bend Fire Department and City of Friendswood; authorizing the Mayor to execute, and the City Secretary to attest, the agreement.

****Councilmember Scott** moved to approve Resolution No. **R2020-09** – A resolution of the City Council of the City of Friendswood, Texas, approving a contractual agreement for dispatching services between the Forest Bend Fire Department and City of Friendswood; authorizing the Mayor to execute, and the City Secretary to attest, the agreement.
The motion was seconded and approved unanimously.

B. Resolution No. R2020-10: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving the appointment of a representative to the Public Power Pool.

****Councilmember Griffon** moved to approve Resolution No. **R2020-10** – A resolution of the City of Friendswood, Texas, Galveston/Harris counties, approving appointment of Administrative Services Director Katina Hampton as a representative to the Public Power Pool.
The motion was seconded and approved unanimously.

C. Resolution No. R2020-11: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving a change in the Capital Lease Agreement Project and equipment description.

****Councilmember Rockey** moved to approve Resolution No. **R2020-11** – A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving a change in the Capital Lease Agreement Project and equipment description.
The motion was seconded and approved unanimously.

D. Resolution No. R2020-12: A resolution by the City of Friendswood, Texas, suspending the May 4, 2020, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to implement interim grip rate adjustments for gas utility investment in 2018 and requiring delivery of this resolution to the company and legal counsel.

****Councilmember Griffon** moved to approve Resolution No. **R2020-12** – A resolution by the City of Friendswood, Texas suspending the May 4, 2020, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to implement interim grip rate adjustments for gas utility investment in 2018 and requiring delivery of this resolution to the company and legal counsel.
The motion was seconded and approved unanimously.

14. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2020-10: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 54, Offenses and Miscellaneous Provisions, Article III., Protection of Citizens, Employees, Municipal Property by amending Section 54-48 entitled "Interfering with City Officers and Employees"; providing a penalty of an amount not to exceed \$500.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

****Councilmember Branson moved to approve the Second and Final reading of Ordinance No. 2020-10 – An ordinance amending the Code of Ordinances, Chapter 54, Offenses and Miscellaneous Provisions, Article III., Protection of Citizens, Employees, Municipal Property by amending Section 54-48 entitled "Interfering with City Officers and Employees"; providing a penalty of an amount not to exceed \$500.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date. The motion was seconded and approved unanimously.**

B. Ordinance No. T2020-11: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by amending Section 14-356 entitled "Barrier Requirements"; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

****Councilmember Branson moved to approve the Second and Final reading of Ordinance No. 2020-11 – An ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by amending Section 14-356 entitled "Barrier Requirements"; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date. The motion was seconded and approved 5-2 with Councilmembers Griffon and Scott opposed.**

C. Ordinance No. T2020-12: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II., Fire lanes by amending Sections 82-62 through 82-71 regarding Fire Lane Requirements, Enforcement and Penalties for violation of division; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

****Councilmember Branson moved to approve the Second and Final reading of Ordinance No. 2020-12 – An ordinance amending the Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II., Fire lanes by amending Sections 82-62 through 82-71 regarding Fire Lane Requirements, Enforcement and Penalties for violation of division; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in**

conflict herewith; providing for severability; publication and an effective date.

The motion was seconded and approved 5-2 with Councilmembers Griffon and Scott opposed.

D. Ordinance No. T2020-13: First reading of an ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.

******Councilmember Hanks moved to approve the First reading of Ordinance No. **T2020-13** – An ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.

The motion was seconded and approved unanimously.

E. Ordinance No. T2020-14: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Buildings and Building Regulations, Article II., Building Code by amending Sections 14-25 through 14-28 regarding trash on construction sites, site drainage, restoration of property to original condition and housekeeping practices on construction sites; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

******Councilmember Branson moved to approve the Second and Final reading of Ordinance No. **2020-14** – An ordinance amending the Code of Ordinances, Chapter 14, Buildings and Building Regulations, Article II., Building Code by amending Sections 14-25 through 14-28 regarding trash on construction sites, site drainage, restoration of property to original condition and housekeeping practices on construction sites; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

The motion was seconded and approved unanimously.

F. Ordinance No. T2020-16: Second and Final reading of an ordinance amending Appendix C “Zoning Ordinance,” “Section 10. Board of Adjustment-Establishment and Procedure,” “Section 11. Same-Powers and Duties,” “Section 12. Appeals from the Board of Adjustment,” and “Section 20. Definitions-Variance”; providing a penalty for violation in an amount not to exceed \$2,000.00, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

******Councilmember Rockey moved to approve the Second and Final reading of Ordinance No. **2020-**

16 – An ordinance amending Appendix C “Zoning Ordinance,” “Section 10. Board of Adjustment-Establishment and Procedure,” “Section 11. Same-Powers and Duties,” “Section 12. Appeals from the Board of Adjustment,” and “Section 20. Definitions-Variance”; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
The motion was seconded and approved unanimously.

G. Ordinance No. T2020-17: Second and Final reading of an ordinance amending Appendix C “Zoning Ordinance,” Section 7. “Schedule of District Regulations,” Subsection 7.P.6., “Permitted Use Table,” amending the following NAICS Uses: No. 447 Gasoline Stations, No. 511 Publishing Industries, and No. 713940 Fitness and Recreational Sports Centers; providing a penalty for violation in an amount not to exceed \$2,000.00, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

******Councilmember Branson moved to approve the Second and Final reading of Ordinance No. **2020-17** – An ordinance amending Appendix C “Zoning Ordinance,” Section 7. “Schedule of District Regulations,” Subsection 7.P.6., “Permitted Use Table,” amending the following NAICS Uses: No. 447 Gasoline Stations, No. 511 Publishing Industries, and No. 713940 Fitness and Recreational Sports Centers; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
The motion was seconded and approved unanimously.

H. Ordinance No. T2020-19: First reading of an ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as East Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.

******Councilmember Scott moved to approve the First reading of Ordinance No. **T2020-19** – An ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as East Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.
The motion was seconded and approved 6-1 with Councilmember Rockey opposed.

I. Ordinance No. T2020-20: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2019-2020 by approving “Budget Amendment V” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

******Councilmember Scott moved to approve the First and Final reading of Ordinance No. **2020-20** – An ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City’s General Budget for

Fiscal Year 2019-2020 by approving “Budget Amendment V” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

The motion was seconded and approved unanimously.

J. Ordinance No. T2020-21: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, postponing the Special Election scheduled to be held on Saturday, May 02, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets, to a later date; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

******Councilmember Griffon moved to approve the First and Final reading of Ordinance No. **2020-21** – An ordinance of the City Council of the City of Friendswood, Texas, postponing the Special Election scheduled to be held on Saturday, May 02, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets, to a later date; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

The motion was seconded and approved unanimously.

15. Communications from the Mayor and Councilmembers

Mayor Foreman thanked city Staff for the jobs they are doing during the Coronavirus. There has been little or no difference in city operations due to the great leadership provided by Staff, thanked Council for being very engaged throughout the dilemma and working diligently behind the scenes, thanked Friendswood residents and business owners, following social distancing guidelines, and staying home and spending a lot of time with family. Mayor Foreman encouraged people to continue following the guidelines, wash your hands, stay six-feet away from people, do not touch your face, do not touch door knobs, and keep a little more situational awareness in regard to what you touch to help not spread the virus. All efforts are working, doctors and scientists are reporting that the curve is bending downward, lucky Texas has not had a large outbreak, and continue to stay the course.

Councilmember Erenwert stated he echoes what Mayor Foreman stated regarding city Staff, the city is a business, and there is no manual for the current situation, and some things change by the hour. The city has done a good job keeping everyone informed and keeping the city moving, has noticed more residents walking and riding their bikes, and thanked city Staff, Police Department and Fire Department for their hard work. He believes a lot of good things will come out of this situation and everyone will be stronger.

Councilmember Griffon stated he would like to applaud the city for the restraint that has been used during the pandemic, kept the city’s Continuity of Operations Plan, everyone should exercise personal responsibility, and some good antiviral therapeutics are needed to assure hospitals are not overwhelmed. Thanked all companies and people who are part of the supply chain at local grocery stores and gas stations, these are the people who are keeping Friendswood running and fed. Thanked residents for doing a wonderful job on handling the current situation.

Councilmember Hanks thanked City Manager Morad Kabiri and city Staff, impressed with the city's Emergency Operations Center, plans they have in place and how well the plans are executed. She is currently suffering from allergies and thought it would be best to participate through videoconference, technology is great, and just one more thing the city is doing to help.

Councilmember Branson stated Staff has done a fantastic job, appreciates the update reports coming on a regular basis, is proud of Friendswood and the job Friendswood is doing, and congratulated the library on their award. The Friendswood Rotary, Friendswood Baseball and the city have joined forces to help serve meals to students who are on the free/reduced lunch program. There are some senior citizens who are in need of a little assistance with their food. As of today, she will be working with Southeast Memorial Hospital to provide meals at least once a week for those working at the hospital. Thanked the citizen groups that have stepped up to help, and the City of Friendswood always shines during difficult times.

Councilmember Rockey stated everyone that can should try to help local businesses that are doing takeout and/or drop-off services. People should pay attention to the data available, amazing what can be heard on the media, can create a tremendous amount of anxiety, do not be a huge consumer of news right now, they are in the business of making things look really bad.

Councilmember Scott stated he had nothing to report.

16. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving an agreement with Friendswood Area Swim Team (FAST) for the use of the Sesquicentennial Swimming Pool and authorizing the Mayor to execute the agreement
- B. Ratifying the City Manager's signature on an agreement for American Tower, on behalf of T-Mobile, to make modifications to the telecommunications tower located at the Public Safety Building, 1600 Whitaker Drive
- C. Accepting the February 2020 Property Tax Report
- D. Approving a one year extension of a contract with Crowder Gulf for debris management services
- E. Approving a one year extension of a contract with DRC Emergency Services for debris management services
- F. Authorizing the acceptance of the Clear Creek Community Church public improvements and initiate the contractor's one-year maintenance period
- G. Approving the minutes of the March 2, 2020, Council Meeting

**** Councilmember Scott moved to approve all items on the Consent Agenda as presented:** A. Approving an agreement with Friendswood Area Swim Team (FAST) for the use of the Sesquicentennial Swimming Pool and authorizing the Mayor to execute the agreement. B. Ratifying the City Manager's signature on an agreement for American Tower, on behalf of T-Mobile, to make modifications to the telecommunications tower located at the Public Safety Building, 1600 Whitaker Drive. C. Accepting the February 2020 Property Tax Report. D. Approving a one year extension of

a contract with Crowder Gulf for debris management services. E. Approving a one year extension of a contract with DRC Emergency Services for debris management services. F. Authorizing the acceptance of the Clear Creek Community Church public improvements and initiate the contractor's one-year maintenance period. G. Approving the minutes of the March 2, 2020, Council Meeting. The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 5, Closed Executive Session.

17. Adjournment

The meeting was adjourned at 8:29 PM.

Attest:

Mayor Mike Foreman

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: May 4, 2020

Date submitted: 4/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the March 2020 Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax March 2020



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



April 16, 2020

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 March, 2020 is true and correct.

Under my hand and seal this 16th day of April, 2020.

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

04/14/2020 15:58:04 3447069
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 03/01/2020 THRU 03/31/2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 28
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.432160	175,584.71	.00	10,437.52	.00	186,022.23	526.71	.00	.00	186,548.94
	I & S	.089279	36,273.80	.00	2,156.24	.00	38,430.04	.00	.00	.00	38,430.04
	TOTAL	.521439	211,858.51	.00	12,593.76	.00	224,452.27	526.71	.00	.00	224,978.98
2018	M & O	.437173	6,147.19	.00	1,197.15	.00	7,344.34	1,363.80	.00	.00	8,708.14
	I & S	.095218	1,338.85	.00	260.73	.00	1,599.58	.00	.00	.00	1,599.58
	TOTAL	.532391	7,486.04	.00	1,457.88	.00	8,943.92	1,363.80	.00	.00	10,307.72
2017	M & O	.432349	2,298.48	.00	503.67	.00	2,802.15	330.25	.00	.00	3,132.40
	I & S	.095000	505.03	.00	110.67	.00	615.70	.00	.00	.00	615.70
	TOTAL	.527349	2,803.51	.00	614.34	.00	3,417.85	330.25	.00	.00	3,748.10
2016	M & O	.462000	1,400.38	.00	267.86	.00	1,668.24	16.58	.00	.00	1,684.82
	I & S	.084000	254.62	.00	48.70	.00	303.32	.00	.00	.00	303.32
	TOTAL	.546000	1,655.00	.00	316.56	.00	1,971.56	16.58	.00	.00	1,988.14
2015	M & O	.497200	1,392.24	.00	364.30	.00	1,756.54	.00	.00	.00	1,756.54
	I & S	.071500	200.21	.00	52.39	.00	252.60	.00	.00	.00	252.60
	TOTAL	.568700	1,592.45	.00	416.69	.00	2,009.14	.00	.00	.00	2,009.14
2014	M & O	.530300	1,463.32	.00	513.71	.00	1,977.03	13.66	.00	.00	1,990.69
	I & S	.061100	168.61	.00	59.20	.00	227.81	.00	.00	.00	227.81
	TOTAL	.591400	1,631.93	.00	572.91	.00	2,204.84	13.66	.00	.00	2,218.50
2013	M & O	.530300	1,427.92	.00	712.37	.00	2,140.29	207.29	.00	.00	2,347.58
	I & S	.061100	164.53	.00	82.08	.00	246.61	.00	.00	.00	246.61
	TOTAL	.591400	1,592.45	.00	794.45	.00	2,386.90	207.29	.00	.00	2,594.19
2011	M & O	.521800	54.03	.00	43.31	.00	97.34	17.36	.00	.00	114.70
	I & S	.068400	7.08	.00	5.68	.00	12.76	.00	.00	.00	12.76
	TOTAL	.590200	61.11	.00	48.99	.00	110.10	17.36	.00	.00	127.46
2010	M & O	.519800	34.88	.00	32.14	.00	67.02	12.09	.00	.00	79.11
	I & S	.065300	4.38	.00	4.04	.00	8.42	.00	.00	.00	8.42
	TOTAL	.585100	39.26	.00	36.18	.00	75.44	12.09	.00	.00	87.53
ALL	M & O		189,803.15	.00	14,072.03	.00	203,875.18	2,487.74	.00	.00	206,362.92
	I & S		38,917.11	.00	2,779.73	.00	41,696.84	.00	.00	.00	41,696.84
	TOTAL		228,720.26	.00	16,851.76	.00	245,572.02	2,487.74	.00	.00	248,059.76
DLQ	M & O		14,218.44	.00	3,634.51	.00	17,852.95	1,961.03	.00	.00	19,813.98
	I & S		2,643.31	.00	623.49	.00	3,266.80	.00	.00	.00	3,266.80
	TOTAL		16,861.75	.00	4,258.00	.00	21,119.75	1,961.03	.00	.00	23,080.78

04/14/2020 15:58:04 3447069
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 03/01/2020 THRU 03/31/2020
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 29
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR M & O			175,584.71	.00	10,437.52	.00	186,022.23	526.71	.00	.00	186,548.94
CURR I & S			36,273.80	.00	2,156.24	.00	38,430.04	.00	.00	.00	38,430.04
CURR TOTAL			211,858.51	.00	12,593.76	.00	224,452.27	526.71	.00	.00	224,978.98

04/14/2020 15:56:59
TC298-M SELECTION: DEPOSIT

3447069

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2020 THRU 03/31/2020
JURISDICTION: 337 FRIENDMD CITY

PAGE: 47
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018	864031020CHC	416777	202002	233.45-	0.00	58.36-	58.36-CERT	0.00	350.17-TR
2018	864031020CHC	416777	202003	231.60-	0.00	60.21-	58.36-CERT	0.00	350.17-TR
2018 TOTAL				465.05-	0.00	118.57-	116.72-	0.00	700.34-

2019	908032020TR	1035030000018	201912	511.51-	0.00	0.00	0.00 CERT	0.00	511.51-TR
2019	908032020TR	1050070000048	201912	655.32-	0.00	0.00	0.00 CERT	0.00	655.32-TR
2019	336030520RV	1055750000058	202001	100.68-	0.00	0.00	0.00 CERT	0.00	100.68-TR
2019	336030520RV	1277950070009	202001	439.13-	0.00	0.00	0.00 CERT	0.00	439.13-TR
2019	336030520RV	200388	202001	74.15-	0.00	0.00	0.00 CERT	0.00	74.15-TR
2019	929031220T	200402	201911	1,001.06-	0.00	0.00	0.00 CERT	0.00	1,001.06-TR
2019	QP200305	201054	202002	0.01-	0.00	0.00	0.00 CERT	0.00	0.01-TR
2019	336030520RV	201662	202001	100.13-	0.00	0.00	0.00 CERT	0.00	100.13-TR
2019	336030520RV	201877	202001	109.40-	0.00	0.00	0.00 CERT	0.00	109.40-TR
2019	336030520RV	202713	202001	290.83-	0.00	0.00	0.00 CERT	0.00	290.83-TR
2019	336030520RV	231864	202001	69.09-	0.00	0.00	0.00 1952	0.00	69.09-TR
2019	336030520RV	288716	202001	149.50-	0.00	0.00	0.00 CERT	0.00	149.50-TR
2019	336030520RV	299109	202001	357.33-	0.00	0.00	0.00 CERT	0.00	357.33-TR
2019	336030520RV	300615	202001	108.54-	0.00	0.00	0.00 CERT	0.00	108.54-TR
2019	844930031620	368784	202003	376.32-	0.00	33.87-	0.00 CERT	0.00	410.19-TR
2019	929031220T	387511	201912	766.07-	0.00	0.00	0.00 CERT	0.00	766.07-TR
2019	929031220T	387526	201910	1,570.21-	0.00	0.00	0.00 CERT	0.00	1,570.21-TR
2019	336030520RV	405777	202001	318.36-	0.00	0.00	0.00 CERT	0.00	318.36-TR
2019	762041420LO	420116	202003	626.80-	0.00	0.00	0.00 CERT	0.00	626.80-TR
2019	336030520RV	601306	202001	510.46-	0.00	0.00	0.00 CERT	0.00	510.46-TR
2019	336030520RV	606742	202001	715.29-	0.00	0.00	0.00 CERT	0.00	715.29-TR
2019	336030520RV	606742	202001	715.27-	0.00	0.00	0.00 CERT	0.00	715.27-TR
2019	844792031220	708779	202003	54.49-	0.00	4.90-	0.00 CERT	0.00	59.39-TR

2019 TOTAL				9,619.95-	0.00	38.77-	0.00	0.00	9,658.72-
TOTAL REVERSALS				10,085.00-	0.00	157.34-	116.72-	0.00	10,359.06-

FISCAL START: 08/01/2019 END: 07/31/2020 JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
3,494,315.010	163,099,188	3,677,414,198	00.521439	18,727,451.91	15,362

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
------	-----------	-----------	----------------	-----------	----------	---------	--------	------------

2019	17,783,517.63	943,934.28	943,934.28	17,804,294.37	17,804,294.37	923,157.54	95.07	0.00
2018	207,273.10	25,206.92-	25,206.92-	107,890.55	107,890.55	74,175.63	59.26	0.00
2017	45,549.62	4,098.46-	4,098.46-	14,917.69	14,917.69	26,533.47	35.99	0.00
2016	24,040.73	211.93-	211.93-	5,555.19	5,555.19	18,273.61	23.31	0.00
2015	18,497.82	381.51-	381.51-	3,453.92	3,453.92	14,662.39	19.07	0.00
2014	18,649.85	132.42-	132.42-	3,629.85	3,629.85	14,887.58	19.60	0.00
2013	13,872.95	.00	0.00	2,634.24	2,634.24	11,238.71	18.99	0.00
2012	12,039.45	.00	0.00	1,057.49	1,057.49	10,981.96	8.78	0.00
2011	11,426.47	.00	0.00	1,151.32	1,151.32	10,275.15	10.08	0.00
2010	10,591.35	.00	0.00	1,085.67	1,085.67	9,505.68	10.25	0.00
2009	12,161.61	.00	0.00	979.14	979.14	11,182.47	8.05	0.00
2008	6,351.51	.00	0.00	505.61	505.61	5,845.90	7.96	0.00
2007	2,435.78	.00	0.00	374.57	374.57	2,061.21	15.38	0.00
2006	2,787.78	.00	0.00	0.00	0.00	2,787.78	0.00	0.00
2005	1,428.40	.00	0.00	0.00	0.00	1,428.40	0.00	0.00
2004	650.49	.00	0.00	0.00	0.00	650.49	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85	0.00	0.00
2001	941.66	.00	0.00	0.00	0.00	941.66	0.00	0.00
2000	996.69	.00	0.00	0.00	0.00	996.69	0.00	0.00
1999	481.49	.00	0.00	0.00	0.00	481.49	0.00	0.00
1998	0.00	.00	0.00	0.00	0.00	0.00	0.00	0.00
****	18,175,266.35	913,903.04	913,903.04	17,947,529.61	17,947,529.61	1,141,639.78		0.00

ALL PROPERTY

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

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2020
LAND VALUE	4,537,437,822	3,891,505,950	52,390,629	37,209-	52,353,420	3,943,859,370
AG EXCLUSION	24,683,691	24,683,691	613,872	0	613,872	25,297,563
IMPROVEMENTS	645,931,872	645,931,872	176,618,073	434,960-	176,183,113	822,114,985
APPRAISED VALUE	4,537,437,822	4,537,437,822	229,008,702	472,169-	228,536,533	4,765,974,355
EXEMPTIONS	1,018,439,121	1,018,439,121	37,421,137	7,402,336	45,437,345	1,063,876,466
TAXABLE VALUE	3,494,315,010	3,494,315,010	190,973,693	7,874,505-	183,099,188	3,677,414,198
LEVY	17,783,517.63	17,783,517.63	1,253,165.62	309,231.34-	943,934.28	18,727,451.91
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	477	60	62	10,062
OVER 65	2,975	2,975	129	42	44	3,019
DISABLED	181	181	5	7	7	188
VETERAN	205	205	12	3	3	208
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

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

PAGE: 222
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2020
LAND VALUE	4,207,374.518	3,589,474.109	0	616,407-	616,407-	3,588,857,702
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	2,154,027-	2,154,027-	615,746,382
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	2,770,434-	2,770,434-	4,204,604,084
EXEMPTIONS	891,117,422	891,117,422	0	2,482,437	2,482,437	893,599,859
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	5,252,871-	5,252,871-	3,287,161,315
LEVY	207,273.10	207,273.10	.00	25,206.92-	25,206.92-	182,066.18
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	27	27	10,028
OVER 65	2,897	2,897	0	15	15	2,912
DISABLED	0	0	0	4	4	4
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 223
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2020
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	622,454	43,070-	579,384	616,491,195
APPRAISED VALUE	4,271,816,787	4,271,816,787	622,454	43,070-	579,384	4,272,396,171
EXEMPTIONS	988,826,434	988,826,434	603,304	750,865	1,354,169	990,180,603
TAXABLE VALUE	3,264,000,598	3,264,000,598	19,150	793,935-	774,785-	3,263,225,813
LEVY	45,549.62	45,549.62	100.99	4,199.45-	4,098.46-	41,451.16
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	13	13	10,018
OVER 65	2,854	2,854	0	1	1	2,855
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	1	1	208
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 224
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 06/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2020
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	32,540-	32,540-	569,855,471
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	32,540-	32,540-	3,999,094,578
EXEMPTIONS	968,850,710	968,850,710	0	5,143	5,143	968,855,853
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	37,683-	37,683-	3,016,802,512
LEVY	24,040.73	24,040.73	.00	211.93-	211.93-	23,828.80
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
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	1	1	243
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

PAGE: 225
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2020
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	23,010-	23,010-	499,189,848
APPRAISED VALUE	3,624,772,568	3,624,772,568	0	23,010-	23,010-	3,624,749,558
EXEMPTIONS	906,250,004	906,250,004	0	44,075	44,075	906,294,079
TAXABLE VALUE	2,700,525,060	2,700,525,060	0	67,085-	67,085-	2,700,457,975
LEVY	18,497.82	18,497.82	.00	381.51-	381.51-	18,116.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	0	1	1	9,426
OVER 65	2,517	2,517	0	0	0	2,517
DISABLED	170	170	0	0	0	170
VETERAN	231	231	0	1	1	232
TOTAL EXEMPT	632	632	0	0	0	632

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDMD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2020
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	22,392	22,392	739,140,851
TAXABLE VALUE	2,458,836,116	2,458,836,116	0	22,392-	22,392-	2,458,813,724
LEVY	18,649.85	18,649.85	.00	132.42-	132.42-	18,517.43
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	0	1	1	9,649
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

Summary of Jurisdiction Remittances Processed

Report run on: April 15, 2020 11:38 AM

For Remitted Deposit Dates 03/01/2020 thru 03/31/2020 as of 04/15/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 56374	Print Date:03/05/2020						
	Current	20,601.19	4,255.98	0.00	0.00	0.00	24,857.17
	Delq	239.62	52.19	0.00	0.00	0.00	291.81
Last Deposit Date	03/02/2020	\$20,840.81	\$4,308.17	\$0.00	\$0.00	\$0.00	\$25,148.98
ACH 56414	Print Date:03/06/2020						
	Current	39,121.49	8,082.03	0.00	0.00	0.00	47,203.52
	Delq						
Last Deposit Date	03/03/2020	\$39,121.49	\$8,082.03	\$0.00	\$0.00	\$0.00	\$47,203.52
ACH 56453	Print Date:03/06/2020						
	Current	11,514.73	2,378.83	0.00	0.00	0.00	13,893.56
	Delq	4,780.89	774.51	0.00	0.00	0.00	5,555.40
Last Deposit Date	03/04/2020	\$16,295.62	\$3,153.34	\$0.00	\$0.00	\$0.00	\$19,448.96
ACH 56489	Print Date:03/09/2020						
	Current	18,200.93	3,760.12	0.00	0.00	0.00	21,961.05
	Delq	922.76	201.90	0.00	0.00	0.00	1,124.66
Last Deposit Date	03/05/2020	\$19,123.69	\$3,962.02	\$0.00	\$0.00	\$0.00	\$23,085.71
ACH 56530	Print Date:03/09/2020						
	Current	19,295.40	3,986.23	0.00	0.00	0.00	23,281.63
	Delq	2,378.66	518.53	0.00	0.00	0.00	2,897.19
Last Deposit Date	03/06/2020	\$21,674.06	\$4,504.76	\$0.00	\$0.00	\$0.00	\$26,178.82
ACH 56572	Print Date:03/11/2020						
	Current	9,418.35	1,945.70	0.00	0.00	0.00	11,364.05
	Delq	372.22	81.07	0.00	0.00	0.00	453.29
Last Deposit Date	03/09/2020	\$9,790.57	\$2,026.77	\$0.00	\$0.00	\$0.00	\$11,817.34
ACH 56612	Print Date:03/12/2020						
	Current	6,474.11	1,337.48	0.00	0.00	0.00	7,811.59
	Delq	6,674.80	1,097.79	0.00	0.00	0.00	7,772.59
Last Deposit Date	03/10/2020	\$13,148.91	\$2,435.27	\$0.00	\$0.00	\$0.00	\$15,584.18
ACH 56650	Print Date:03/13/2020						
	Current	12,253.86	2,531.51	0.00	0.00	0.00	14,785.37
	Delq						
Last Deposit Date	03/11/2020	\$12,253.86	\$2,531.51	\$0.00	\$0.00	\$0.00	\$14,785.37
ACH 56689	Print Date:03/16/2020						
	Current	16,445.06	3,397.34	0.00	0.00	0.00	19,842.40
	Delq	1,250.69	272.39	0.00	0.00	0.00	1,523.08
Last Deposit Date	03/12/2020	\$17,695.75	\$3,669.73	\$0.00	\$0.00	\$0.00	\$21,365.48
ACH 56725	Print Date:03/17/2020						
	Current	3,739.99	772.63	0.00	0.00	0.00	4,512.62
	Delq						
Last Deposit Date	03/13/2020	\$3,739.99	\$772.63	\$0.00	\$0.00	\$0.00	\$4,512.62
ACH 56761	Print Date:03/18/2020						
	Current	3,360.56	694.26	0.00	0.00	0.00	4,054.82
	Delq						
Last Deposit Date	03/16/2020	\$3,360.56	\$694.26	\$0.00	\$0.00	\$0.00	\$4,054.82
ACH 56801	Print Date:03/19/2020						
	Current	1,150.20	237.61	0.00	0.00	0.00	1,387.81
	Delq						
Last Deposit Date	03/17/2020	\$1,150.20	\$237.61	\$0.00	\$0.00	\$0.00	\$1,387.81

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: April 15, 2020 11:38 AM

For Remitted Deposit Dates 03/01/2020 thru 03/31/2020 as of 04/15/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 56838	Print Date:03/20/2020						
	Current	4,986.16	1,030.09	0.00	0.00	0.00	6,016.25
Last Deposit Date	03/18/2020	\$4,986.16	\$1,030.09	\$0.00	\$0.00	\$0.00	\$6,016.25
ACH 56872	Print Date:03/23/2020						
	Current	5,401.61	1,115.90	0.00	0.00	0.00	6,517.51
	Delq	20.04	4.17	0.00	0.00	0.00	24.21
Last Deposit Date	03/19/2020	\$5,421.65	\$1,120.07	\$0.00	\$0.00	\$0.00	\$6,541.72
ACH 56909	Print Date:04/06/2020						
	Current	7,803.32	1,612.04	0.00	0.00	0.00	9,415.36
Last Deposit Date	03/20/2020	\$7,803.32	\$1,612.04	\$0.00	\$0.00	\$0.00	\$9,415.36
ACH 56945	Print Date:04/15/2020						
	Current	6,255.27	1,292.29	0.00	0.00	0.00	7,547.56
	Delq	1,213.27	264.25	0.00	0.00	0.00	1,477.52
Last Deposit Date	03/23/2020	\$7,468.54	\$1,556.54	\$0.00	\$0.00	\$0.00	\$9,025.08
Total:		\$203,875.18	\$41,696.84	\$0.00	\$0.00	\$0.00	\$245,572.02