



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 12, 2022 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL COMMENTS AND REPORTS

- A. Receive an update from Councilmember Griffon on the Galveston County Consolidated Drainage District's easements and rights-of-way.
- B. Receive an update from Councilmember Hanks on the Bay Area Houston Economic Partnership's Human Trafficking Prevention Event.

5. PUBLIC COMMENT

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney or Municipal Judge, shall not be discussed and shall be referred to City Management.

6. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Annual Tax Collection Report from Perdue Brandon Fielder & Mott LLP.

7. WORK SESSION TOPICS

- A. Receive and discuss an update regarding the Drainage Update.
- B. Receive and discuss proposed amendments to the City's Appointment Policy; Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code; and Council's Rules of Procedure.

8. TAX RATE FOR FISCAL YEAR 2022-2023

- A. Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2022-23.
- B. Consider ratifying the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2022-2023 adopted on August 29, 2022.

- C. Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2022, and ending September 30, 2023, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2022, and ending September 30, 2023.

9. REQUEST TO AMEND SPECIFIC USE PERMIT 98-7 FOR NAICS USE #6111 TO ALLOW FOR CLASSROOM AND PARKING ADDITIONS FOR WINDSONG INTERMEDIATE SCHOOL

- A. Conduct a public hearing regarding a zone classification change request to amend Specific Use Permit (SUP) 98-7 for NAICS Use #6111 "Elementary and Secondary Schools" to allow classroom and parking additions for Windsong Intermediate School located at 2100 W. Parkwood Ave., Friendswood, Galveston County, Texas.
- B. Consider an ordinance amending Specific Use Permit (SUP) 98-7 for NAICS Use #6111 "Elementary and Secondary Schools" to allow classroom and parking additions for Windsong Intermediate School located at 2100 W. Parkwood Ave., Friendswood, Galveston County, Texas; and amending the official zoning map to reflect such amendment.

10. ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL TO COMMUNITY SHOPPING CENTER

- A. Conduct a public hearing regarding a zone classification change request to change from Single Family Residential (SFR) to Community Shopping Center (CSC) for 5.7092 acres of land, out of a 10.9037 acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas.
- B. Consider an ordinance amending the Official Zoning Map of the City of Friendswood to change the classification of 5.7092 acres of land, being out of a 10.9037 acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas, from Single Family Residential (SFR) to Community Shopping Center (CSC).

11. CITY MANAGER'S REPORT

- A. Receive an update on the Friendswood Library Town Hall Meeting.
- B. Receive an update on the Friendswood Library Annual Poetry Festival.
- C. Receive an update regarding Pat Riffel receiving the Outstanding Court Support Staff of the Year by the Texas Municipal Court Association.
- D. Receive an update regarding the Investment Policy Certification of Distinction Award from the Government Treasurers' Organization of Texas.

12. BUSINESS ITEM

- A. Consider approving an Interlocal Agreement with Harris County for the Fiscal Year 2022 Partnership Program – Blackhawk Boulevard.

13. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider a resolution updating the City Council's Rules of Procedure.
- B. Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.

- C. Consider a resolution urging the Board of Governors of the United States Postal Service, the United States Postmaster General and the Postmaster to address the conditions and operations of the post office located at 310 Morningside Drive as well as drop-off locations within the City.
- D. Consider a resolution amending and restating Resolution No. R2020-24, adopted on November 2, 2020, approving the City's Civil Rights Resolution, which includes the Citizen Participation Plan and Grievance Procedures, a Section 3 Policy, an Excessive Force Policy, a Limited English Proficiency Policy, a Section 504 Policy, a Code of Conduct Policy, and a Fair Housing Policy, pursuant to the requirements of the Texas General Land office for Community Development Block Grant - Disaster Recovery Program.
- E. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.

14. CONSENT AGENDA

- A. Consider the second and final reading of an ordinance amending the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.
- B. Consider the second and final reading of an ordinance approving the street name change of Hatcher Lane to Parkside Drive, to include the entirety of the existing right-of-way.
- C. Consider a resolution naming a Civil Rights Officer and a Labor Standards Officer as well as their alternates for Community Development Block Grant Programs and ratifying the Mayor's appointments to such positions for purposes of the Hurricane Harvey Community Development Block Grant – Disaster Recovery grants administered through the Texas General Land Office.
- D. Consider selecting the competitive sealed proposal construction delivery method for the Blackhawk Facility Renovation Project as the method which will provide the best value to the City.
- E. Consider authorizing license agreements for buyout properties located at 108 Cherry Tree Lane, 410 & 412 Independence Drive, and 411 Colonial Drive.
- F. Consider authorizing an Emergency Medical Services dispatching Agreement with Windsor EMS, Inc.
- G. Consider authorizing the final acceptance of the Friends Heights Public Paving and Utilities Improvement Project at the completion of the contractor's one-year maintenance period and the release of the maintenance bond.
- H. Consider approving the disposal of one decommissioned Parks & Recreation vehicle through Houston Auto Auction.
- I. Consider repealing the August 1, 2022, Minute Order, which approved a license agreement to allow six (6) parking spaces to be constructed in the right-of-way at 405 Laurel Drive to serve businesses at that location.
- J. Consider accepting the ad valorem tax report for August 1, 2021, through July 30, 2022.
- K. Consider approving the minutes of the City Council Regular Meeting held on July 11, 2022.
- L. Consider approving the minutes of the City Council Regular Meeting held on August 1, 2022.

15. ADJOURNMENT

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

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



Leticia Brysch, City Secretary

Posted in compliance with the Open Meetings Act on this 9th day of September, 2022, at 12:00 p.m.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/30/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update from Councilmember Griffon on the Galveston County Consolidated Drainage District's easements and rights-of-way.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GIS Project for GCCDD

Galveston County Consolidated Drainage District Property Identification Project

A partnership with GCCDD and City of Friendswood's Engineering Department and GIS Division



Project Overview

- The Problem:

Galveston County Consolidated Drainage District (GCCDD) needed help identifying properties they owned with in the city limits of Friendswood.

- The Goal:

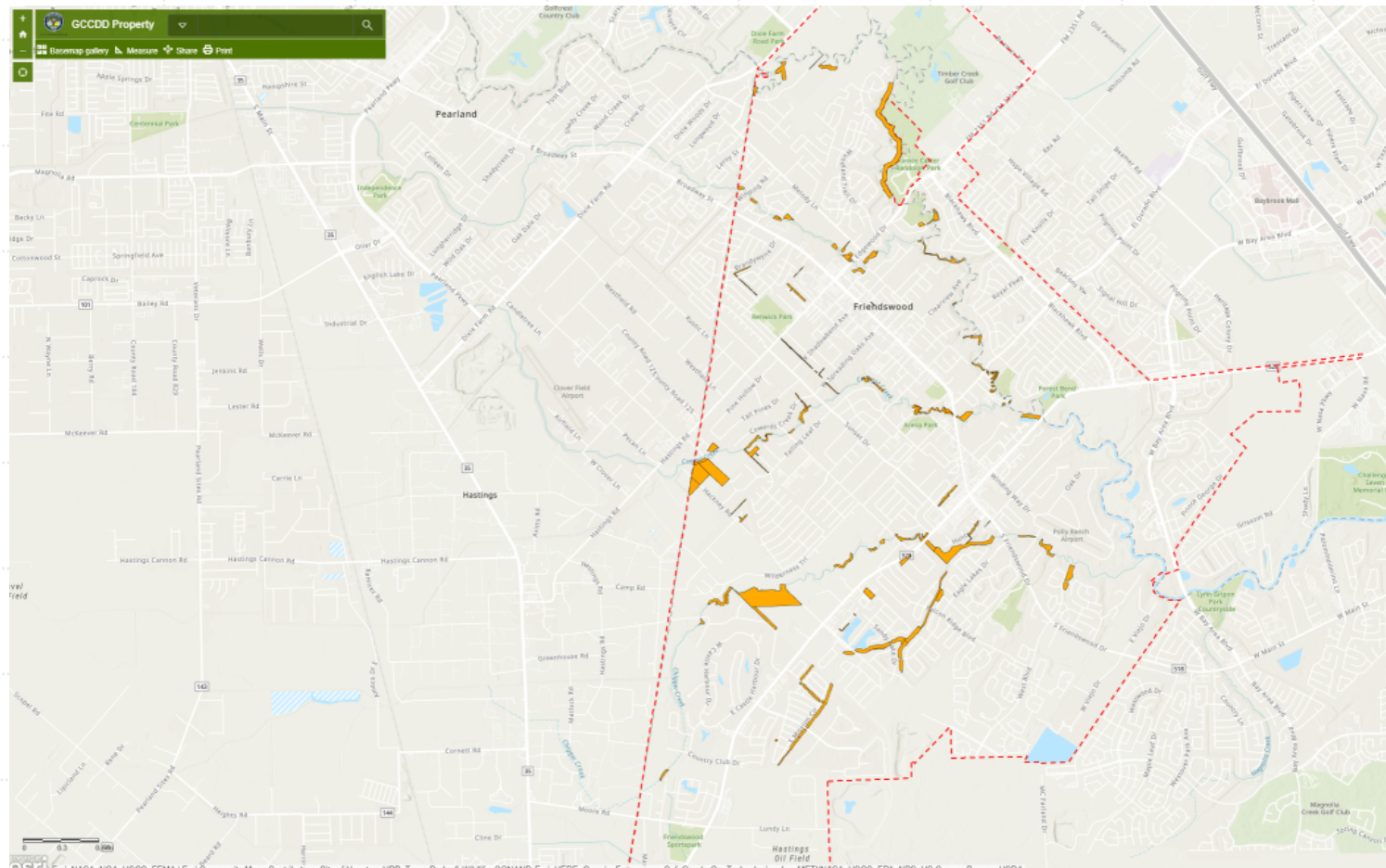
City of Friendswood Engineers and the GIS Division would use existing materials provided by GCCDD to locate the properties on a map and complete data sets. A layer would be created to display known properties to aide in mitigation efforts between the City and GCCDD.



Procedure

- GCCDD provided a map with numbers identifying possible property locations and a spreadsheet providing some descriptive information.
- Engineering was able to find many of the Access Deeds using the descriptions in the spreadsheet.
- GIS used the COGO Traverse tool to map the properties using the Meets and Bounds descriptions provided in the deeds.
 - Once the properties were mapped, the details were added to each feature.
 - A layer was created to display the properties. This layer can be added to any city map.
 - The details for each property and the link to the deed can be viewed with in a pop-up box of a selected property.

Galveston County Consolidated Drainage District Property App



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: September 12, 2022

Date submitted: 09/06/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update from Councilmember Hanks on the Bay Area Houston Economic Partnership's Human Trafficking Prevention Event.

Originating Department: Mayor & Council

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Bay Area Houston Economic Partnership's Human Trafficking Prevention Event is a complimentary event that will bring awareness to this serious and growing problem in the community/country. This event will be held November 4, at the Lonstar Flight Museum at Ellington Airport and will be open to the public.

Councilmember Hanks and Ms. Gina Hunt, Crime Victim Liaison, are serving as Friendwood's representatives on this event's planning committee.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Ellington Area Human Trafficking Awareness Event 11-4-22 SAVE THE DATE 9-8-22 pdf

Ellington Airport Area

Human Trafficking Awareness & Prevention Event

Friday, November 4, 2022
Program Begins at 10:30 a.m.

Lonestar Flight Museum
11551 Aerospace Ave, Houston, TX 77034

RSVP for FREE here:



- Walk through Exhibit
- News Conference
- Panel Discussion
- BBQ Lunch
- and more



Chambers, businesses, law enforcement, churches, government, advocates and survivors join to address the impact of human trafficking in our neighborhoods and resources available to combat this crime.

News Conference: 10:30 a.m. to 11 a.m.

Sherriff Ed Gonzalez, Mayor Jeff Wagner, Department of Homeland Security, law enforcement, Houston Airports, local advocacy groups and human trafficking survivors will address prevention, protection and partnership.

Panel Discussion: 11:30 a.m. to 12:30 p.m.

Moderator: Kerri Taylor, Unbound Now Houston Executive Director

Panelists:

- Special Agent Danielle LaFosse, Department of Public Safety State Trooper
- Amanda Amore, Texas Forensic Nurse Examiners Clinical Manager
- Chris Alston, Clear Creek Community Church Pastor
- Nichole Bowie, Founder, Mady's Movement
- Human Trafficking Survivor



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/21/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Receive the Annual Tax Collection Report from Perdue Brandon Fielder & Mott LLP.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the City Council to receive the City's Annual Tax Collection Report from Perdue Brandon Fielder & Mott LLP. Attroney Mike Darlow will present said report to outline the progress of delinquent tax, municipal fines and fees and utility collection efforts.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Annual reporting allows the Council to receive progress updates and ask questions as needed.

RECOMMENDATIONS

ATTACHMENTS

1. Collection Report to City of Friendswood August 2022

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER



COLLECTION REPORT TO THE CITY OF FRIENDSWOOD

Submitted by: *Michael J. Darlow*
August 2022
www.pbfcmlaw.com

August 18, 2022

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

RE: Delinquent Tax and Fine & Fee Report

Dear Mayor Foreman and Council Members:

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

TAX COLLECTION ACTIVITY

Based upon the tax office reports, as of July 1, 2022, the total amount of outstanding base taxes due through the 2021 tax year was \$500,753. Of that amount, the 2021 tax year balance was \$302,612. It should also be noted that over \$101,000 of the delinquent taxes owed involved accounts with over 65 deferrals and cannot be collected at this time. In general, our activities consist of several legal and quasi-legal efforts that are designed to produce payment from the individuals and companies owing delinquent taxes to the City. These efforts include mailing demand letters, lawsuits, tax sales, tax resales, seizures, address research, title research on real property and individual contact with your taxpayer's and lienholders.

I have enclosed graphs detailing our collection results for the 2016 - 2020 tax years, a 2021 pie chart showing how much was collected thru June 2022 and pie charts reflecting the status of the delinquent accounts by the breakdown of taxes by year and by status.

FINE AND FEE COLLECTION ACTIVITY

Regarding our fine and fee collections, historically \$10,216,489 has been turned over to us to collect. Based upon our records we have collected \$8,108,996 (\$4,043,374 in cash and \$4,065,622 in non-cash resolution) for a total liquidation rate of 79.37%. I have attached a chart giving you a snapshot of how much money was released to our firm to collect, our collection results to date, how many notices we have sent and addresses and phone numbers we have corrected, along with the number of contacts we have made. Additionally, we have attached three maps detailing the location of debtors in the Gulf Coast area and nationwide.

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

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

Very Truly Yours,

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

Michael J. Darlow

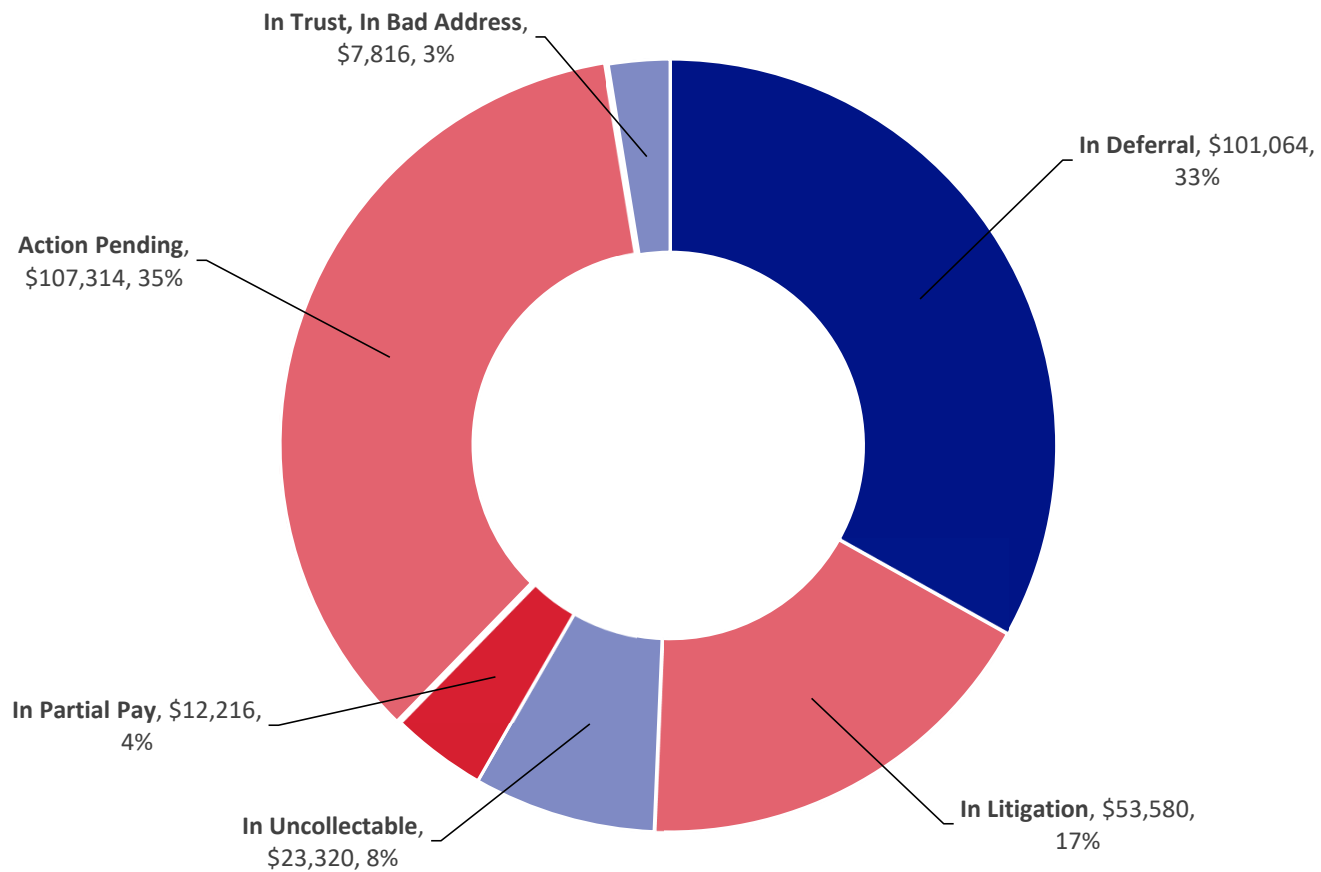
MJD/ras

Enclosure (s)



ACCOUNT BREAKDOWN CHART FOR CITY OF FRIENDSWOOD

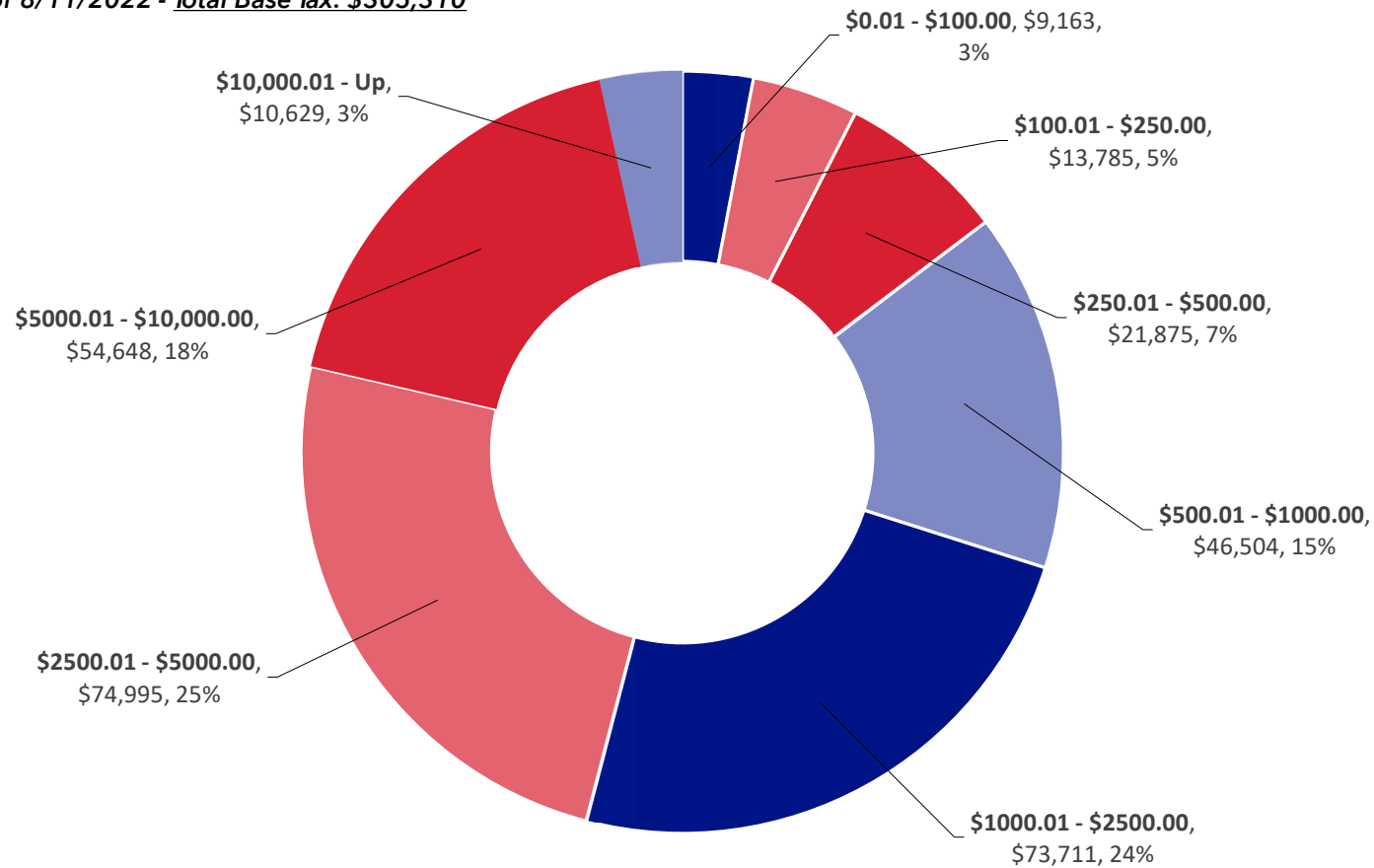
As of 8/11/2022 - Total Base Tax: \$305,310





DOLLAR RANGE CHART FOR CITY OF FRIENDSWOOD

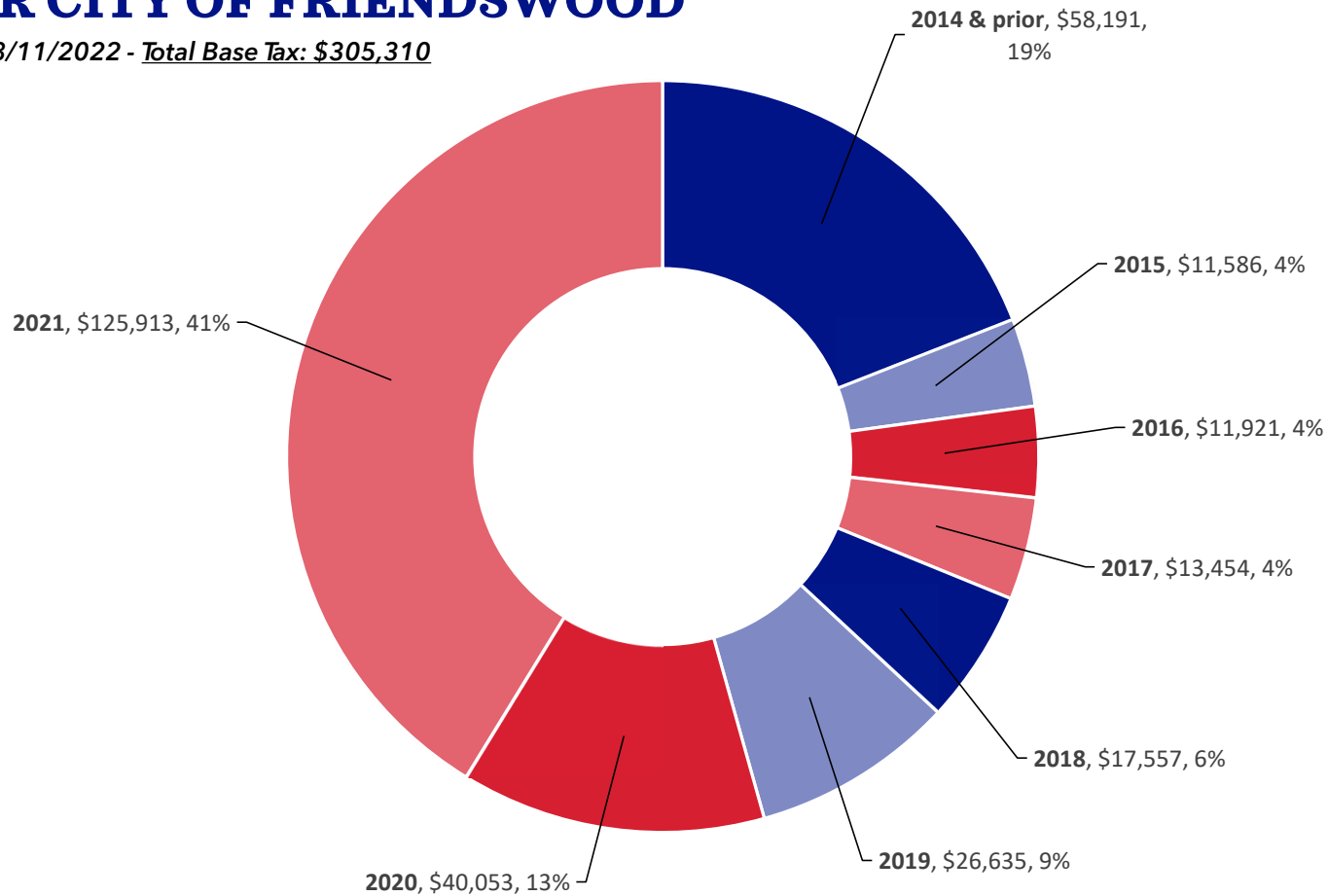
As of 8/11/2022 - Total Base Tax: \$305,310





TAX YEAR CHART FOR CITY OF FRIENDSWOOD

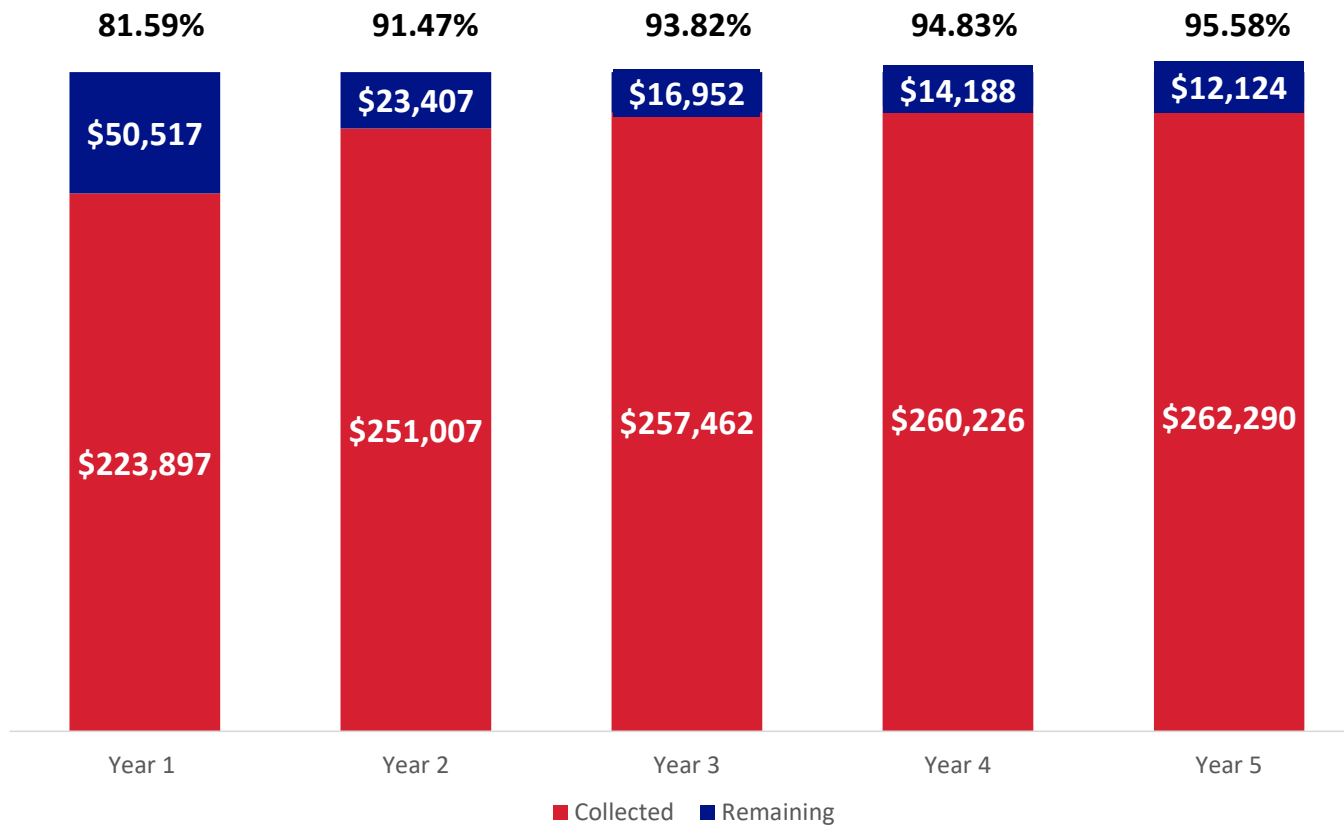
As of 8/11/2022 - Total Base Tax: \$305,310





2016 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

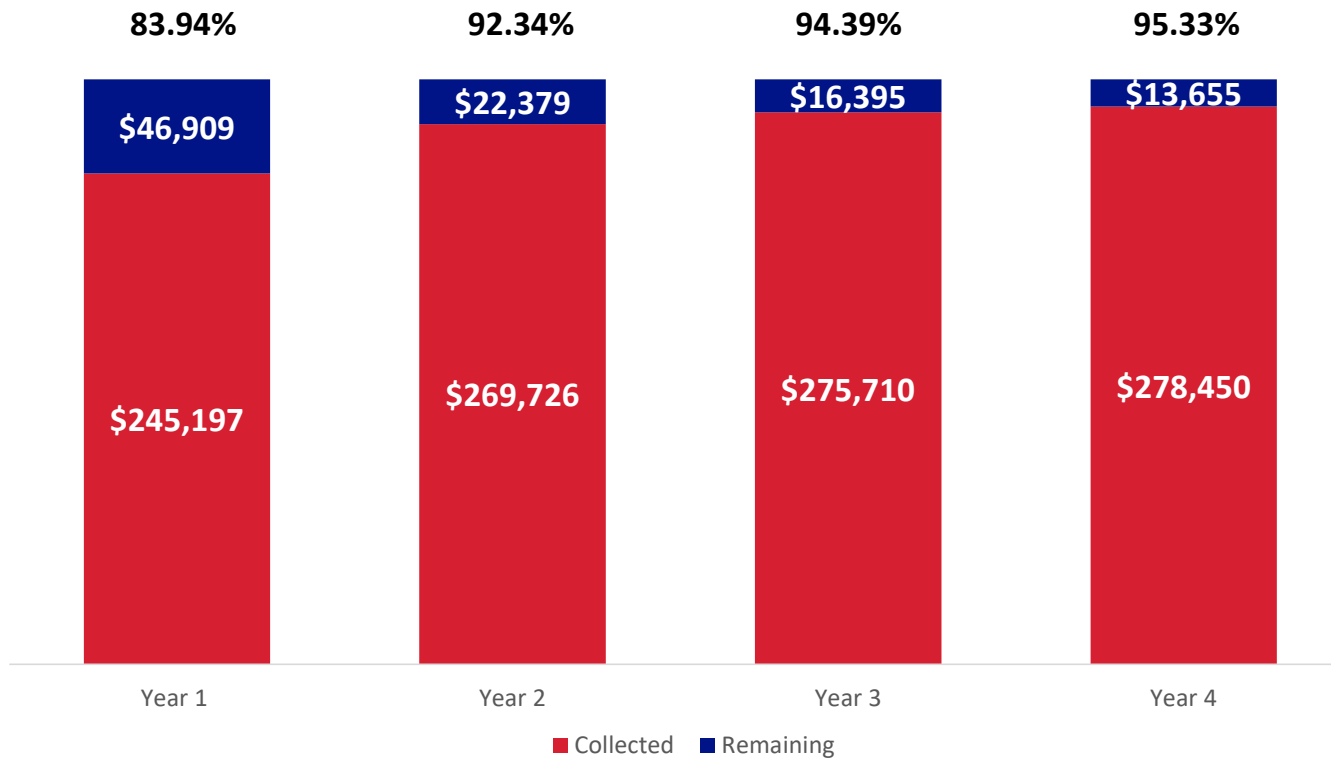
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$274,414





2017 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

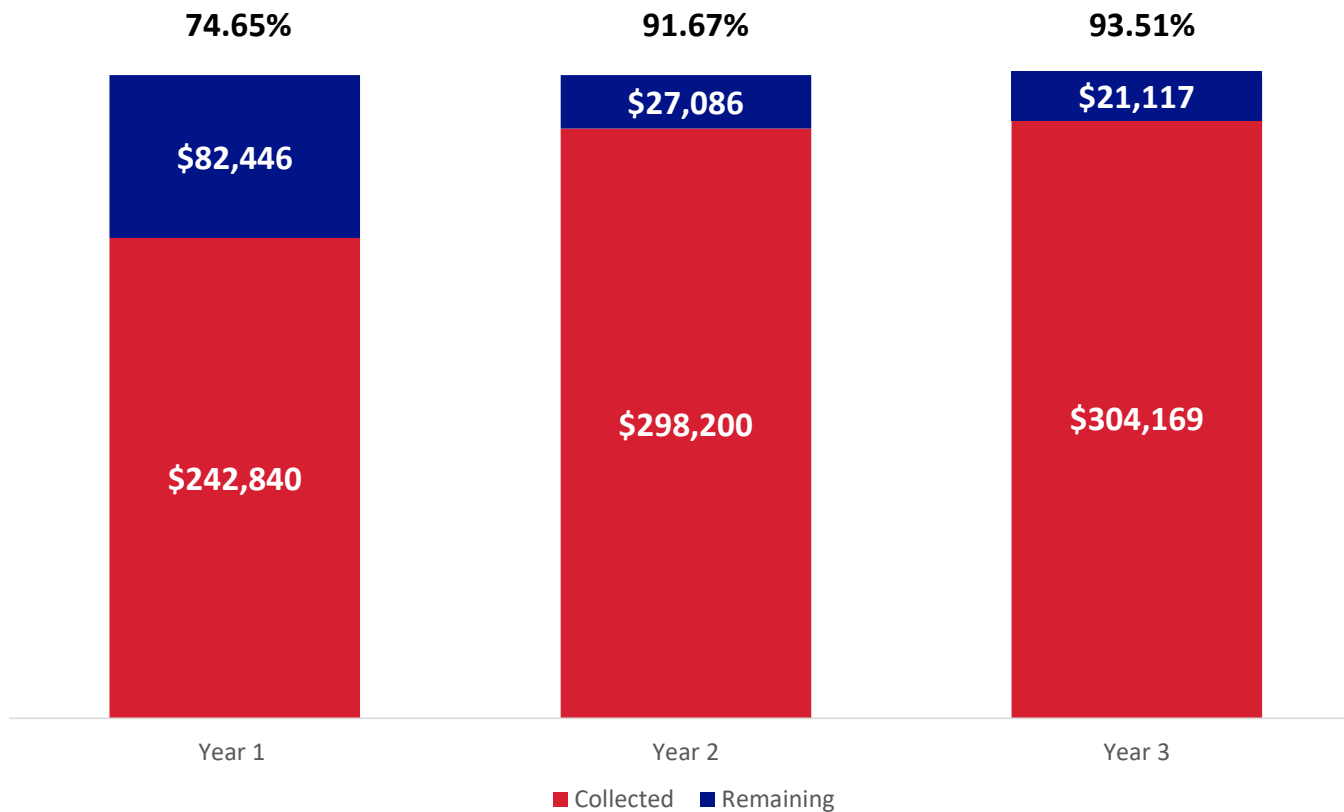
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$292,106





2018 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

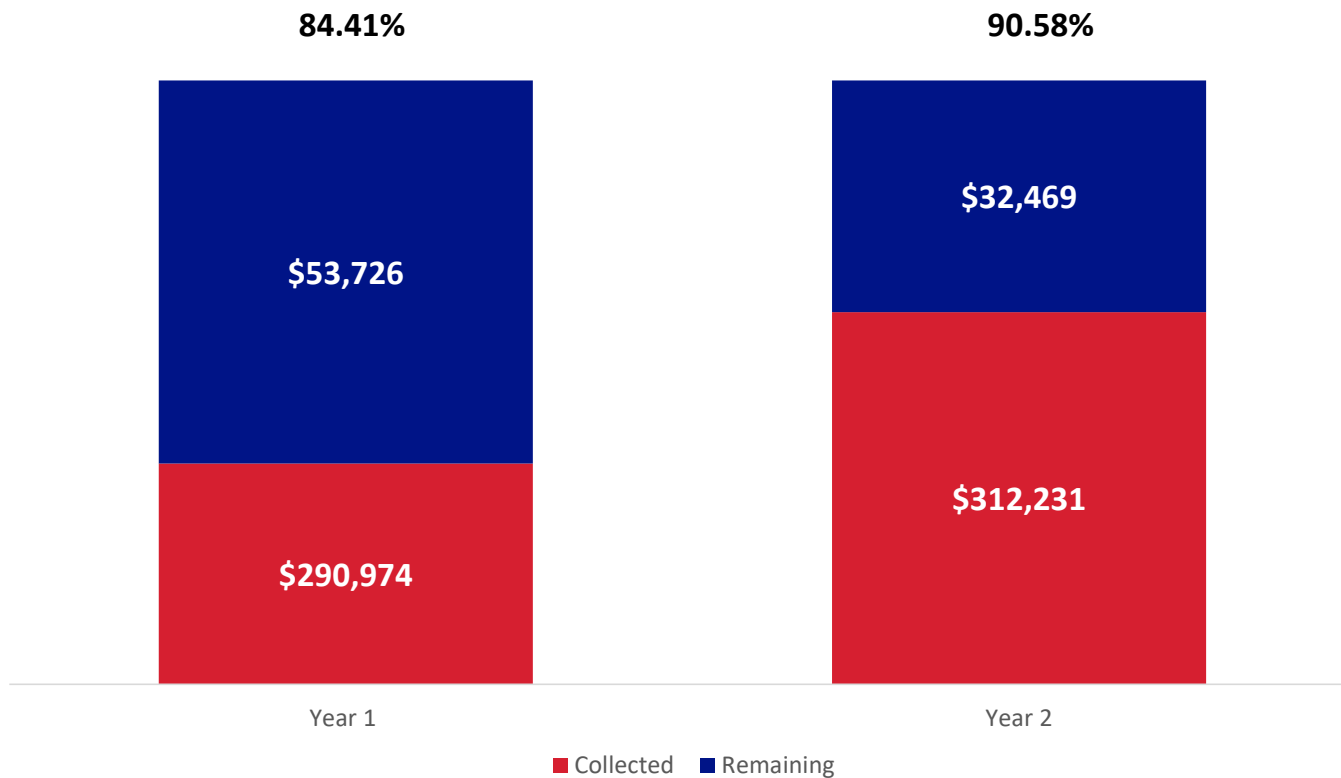
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$325,286





2019 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$344,700

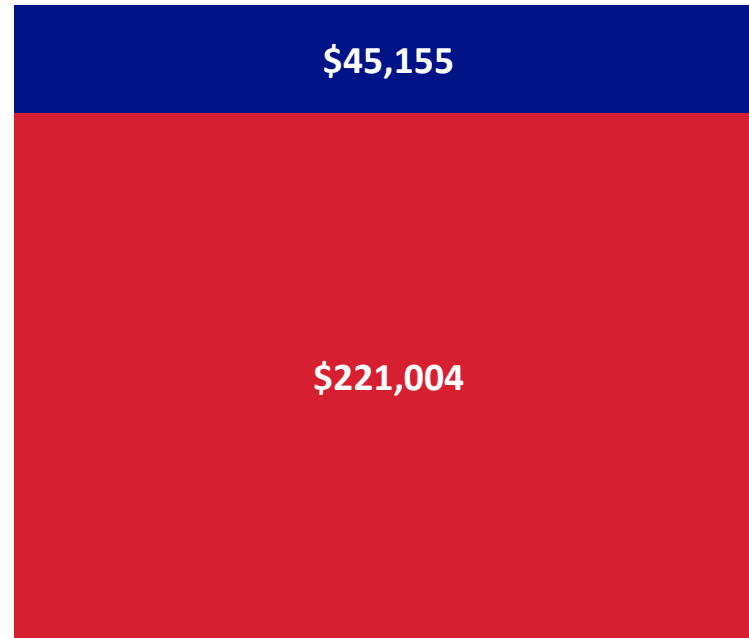




2020 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$266,158

83.03%



Year 1

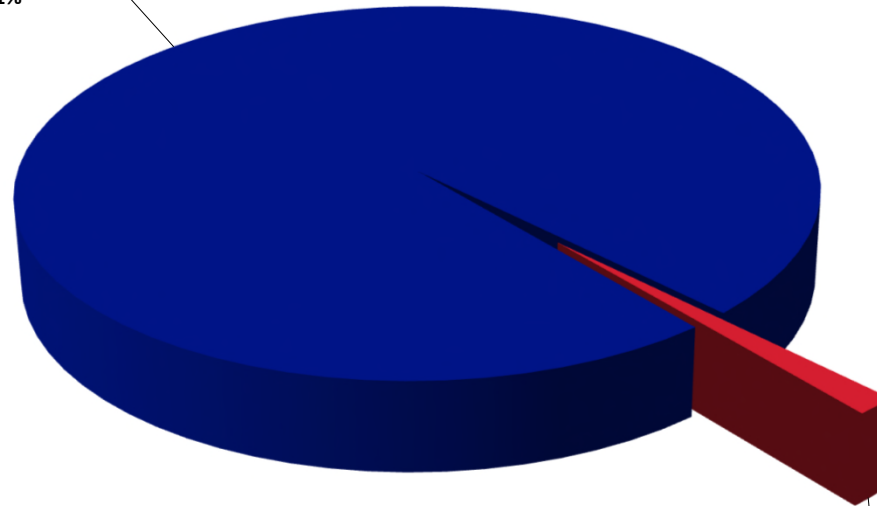
■ Collected ■ Remaining



2021 Tax Year BASE TURNOVER CHART FOR THE CITY OF FRIENDSWOOD

*Total 2021 Levy: \$20,348,354 *Amounts Provided by the Galveston County Tax Office*

Base Tax Collected
\$20,045,742
98.51%



Base Tax Remaining
\$302,612
1.49%

Total Levy	Base Tax Collected as of June 30, 2022	Base Tax Remaining as of June 30, 2022
\$20,348,354	\$20,045,742	\$302,612
	98.51%	1.49%

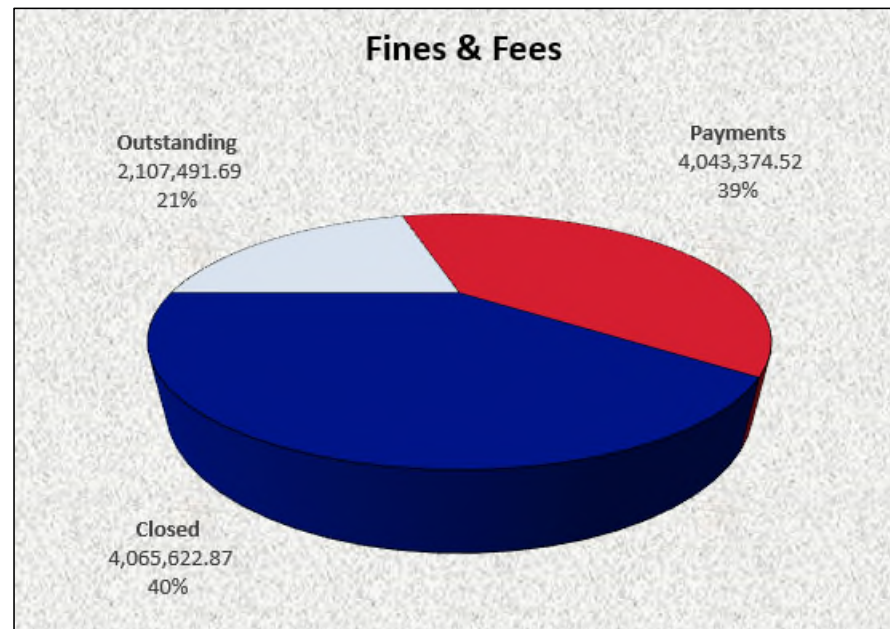


FINE & FEE COLLECTION REPORT

AS OF AUGUST 11, 2022

FOR THE CITY OF FRIENDSWOOD

Total Turnover		Payments and/or Partial Payments			Dismissed/Cleared			Total \$ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
\$	#	\$	#	% of \$	\$	#	% of \$					
10,216,489.08	20,937	4,043,374.52	13,996	39.58%	4,065,622.87	11,416	39.79%	79.37%	13,468	74,526	12,925	22,555

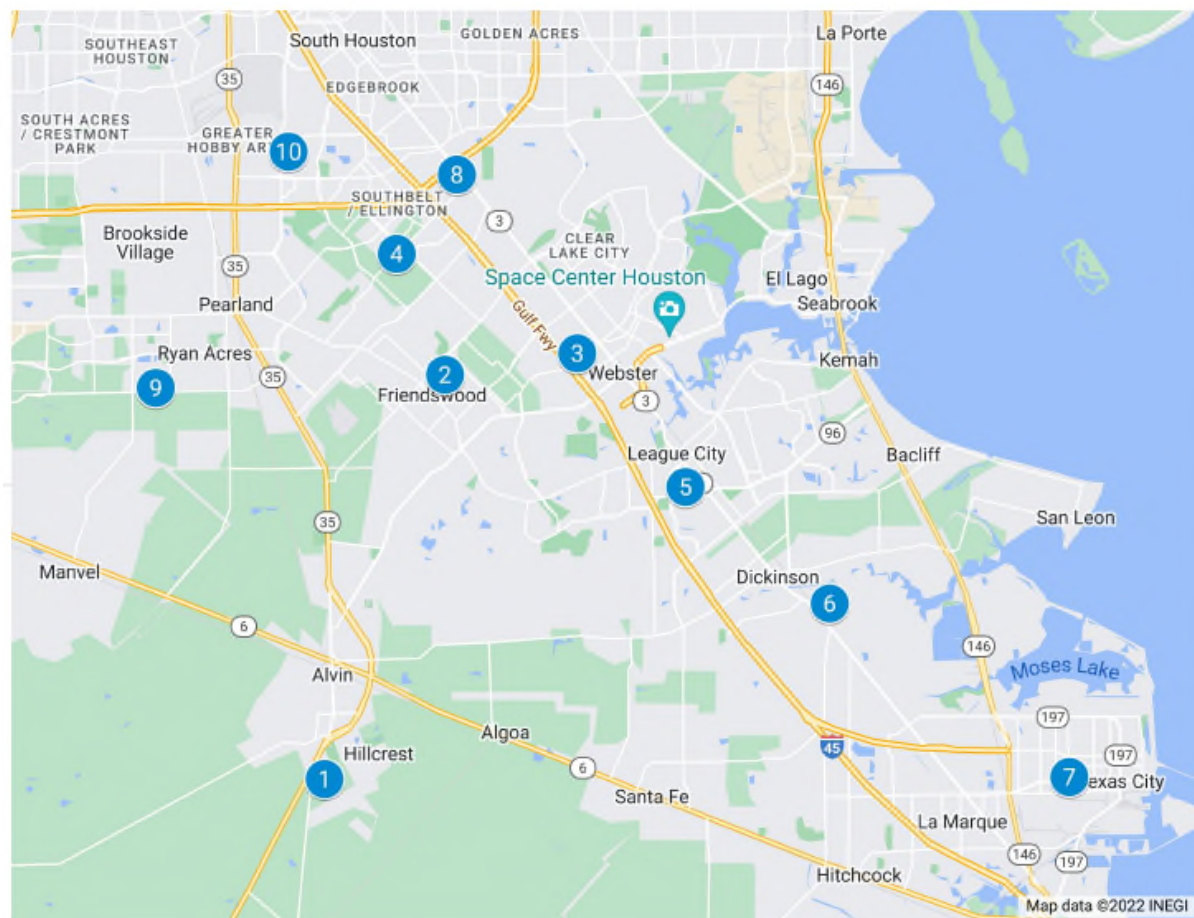




TOP 10 ACCOUNTS BY ZIP CODE FOR THE CITY OF FRIENDSWOOD

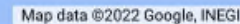
FriendswoodCity_Valid.xlsx

- 1 77511 - \$128520.32(174)
- 2 77546 - \$70813.71(98)
- 3 77598 - \$43759.65(65)
- 4 77089 - \$41317.64(57)
- 5 77573 - \$37126.50(48)
- 6 77539 - \$35830.20(44)
- 7 77034 - \$34897.70(42)
- 8 77075 - \$34896.33(41)
- 9 77584 - \$30579.84(40)
- 10 77590 - \$25257.80(33)





- 1 77511 - \$28244.76(30)
- 2 77598 - \$18005.82(22)
- 3 77546 - \$14006.77(17)
- 4 77573 - \$8225.60(11)
- 5 77058 - \$11912.10(10)
- 6 77089 - \$9036.40(10)
- 7 77506 - \$8547.11(10)
- 8 77539 - \$7179.90(10)
- 9 77034 - \$6441.50(8)
- 10 77550 - \$5375.50(8)

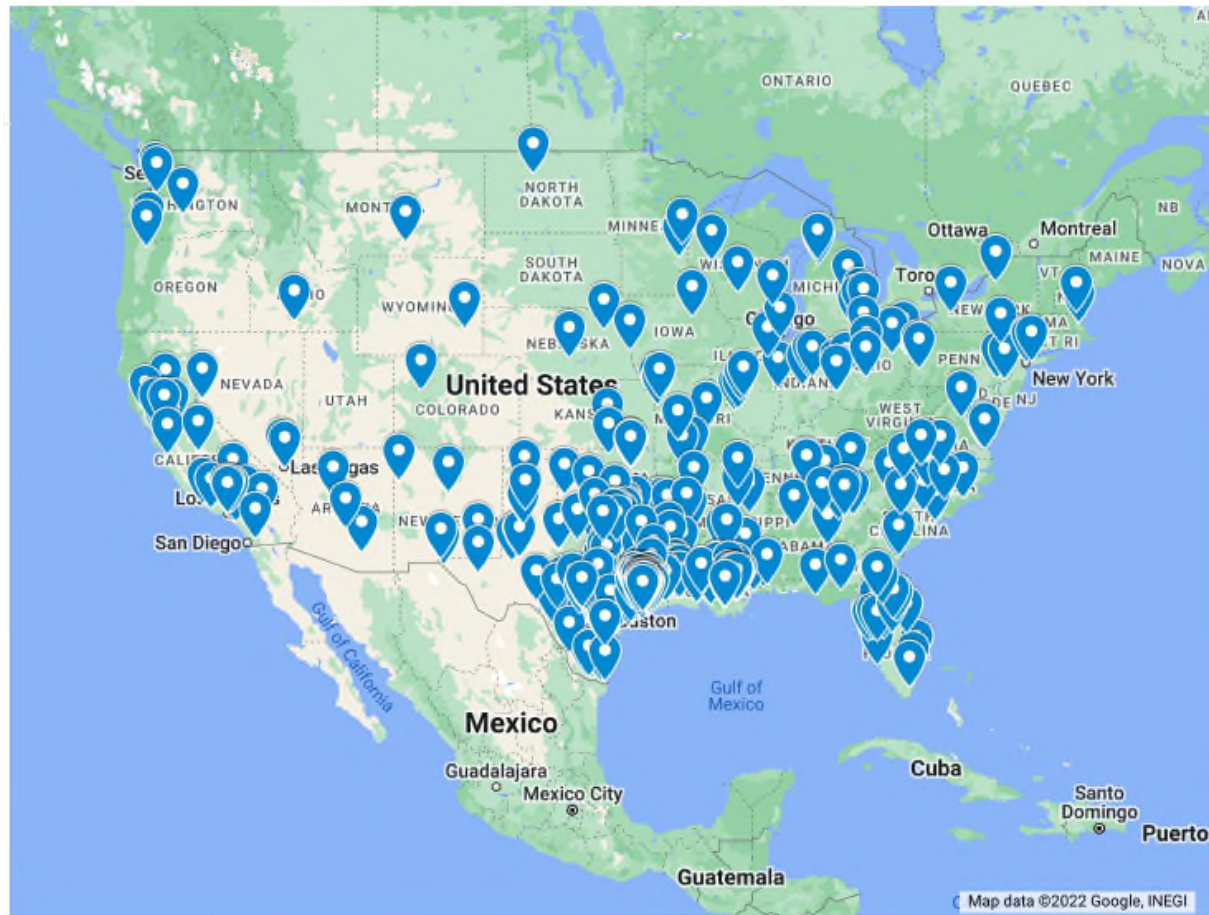




ALL ACCOUNTS FOR THE CITY OF FRIENDSWOOD

FriendswoodCity_All.xlsx

 All items



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: September 12, 2022

Date submitted: 08/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the Drainage Update.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Council will hear an update on the City's drainage efforts, including an update on the FM 1959 Detention Basin project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

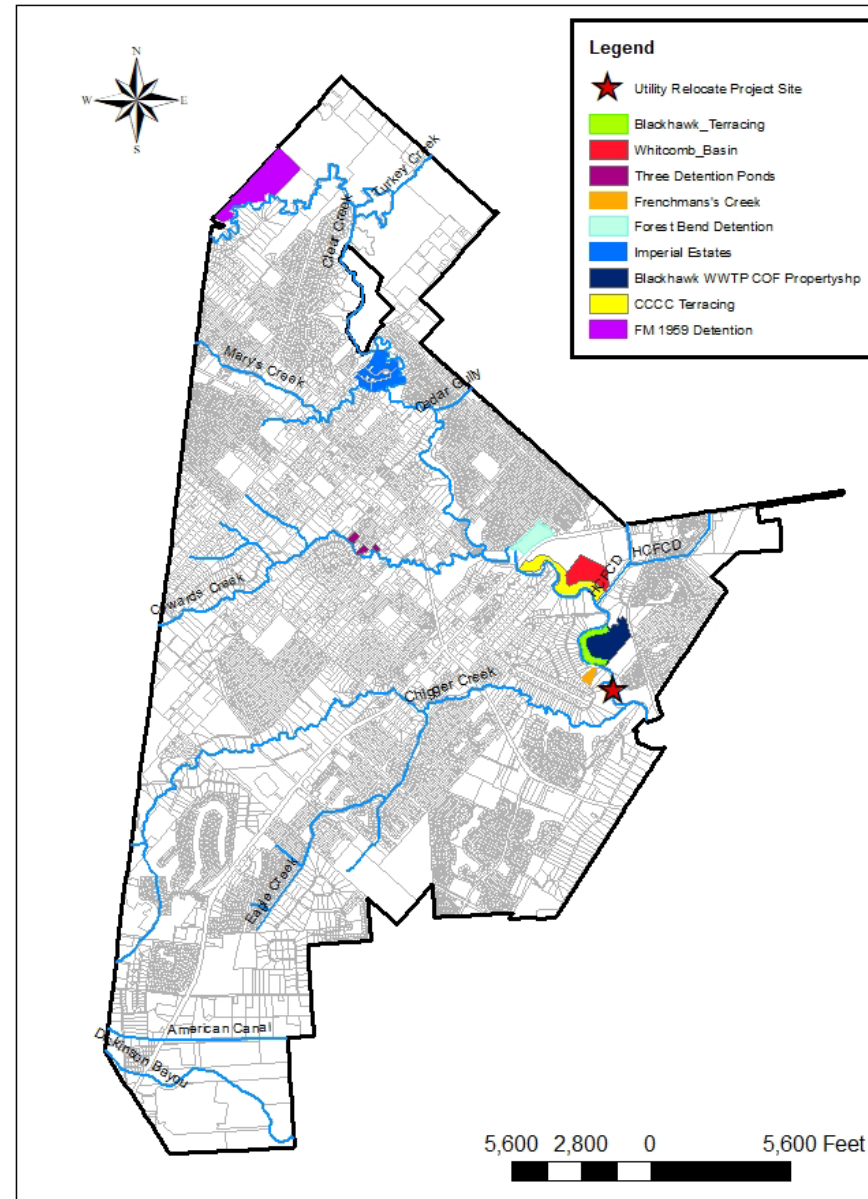
1. September 2022 Drainage Update - Final

CITY OF FRIENDSWOOD

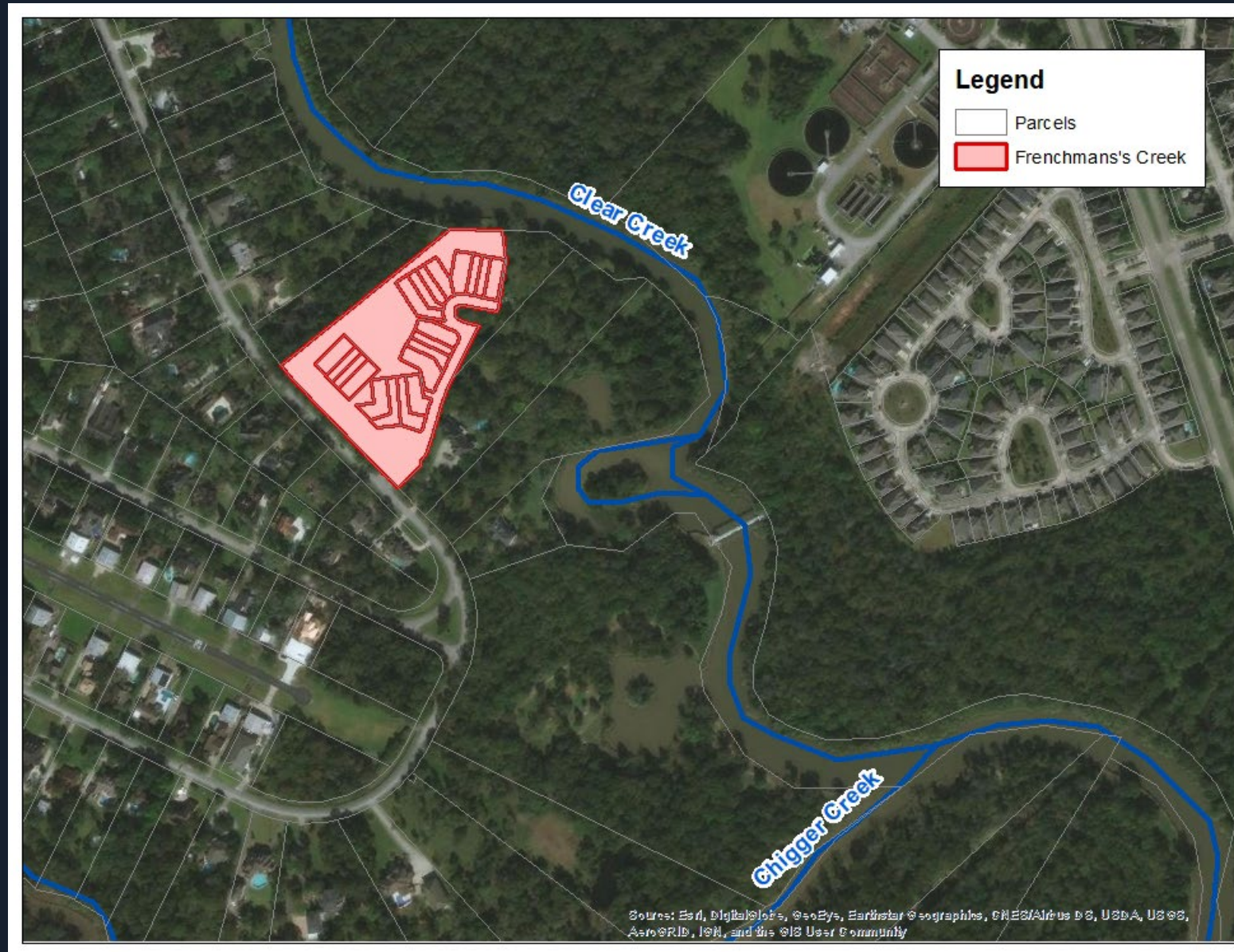
September 2022 Drainage Update
Samantha Haritos – Deputy Director of Engineering



City of Friendswood Flood Control Projects



Frenchmen's Creek



Frenchmen's Creek Green Space

Community Block Development Grant – Hurricane Harvey

Completed Activities

Building 5 Closed Out (Acquired)

Building 4 is Moving Forward

Upcoming Activities

Title Company Reviewing Building 4

Occupants Still Need to Finalize Remaining Items

Demolition/Hydromulching

Update on Galveston County's Acquisition Project

Appraisal for Vacant Property

Relocation Process Under Way

Forest Bend



Forest Bend Offline Detention

Community Development Block Grant – Hurricane Harvey

Waiting on GLO Approval for \$300,000 (From CSD)

Preconstruction Meeting: Jerdon, Harris County and City Staff Met

Tentative Start Date: August 29th

Construction Duration: 288 Days

Clear Creek Utility Relocation

Community Block Development Grant – Hurricane Harvey

Completed/Ongoing Activities

Engineering Design Complete

Environmental Assessment

Updated Opinion of Probable Cost

Upcoming Activities

Project Extension (Delays due to Acquisition Project)

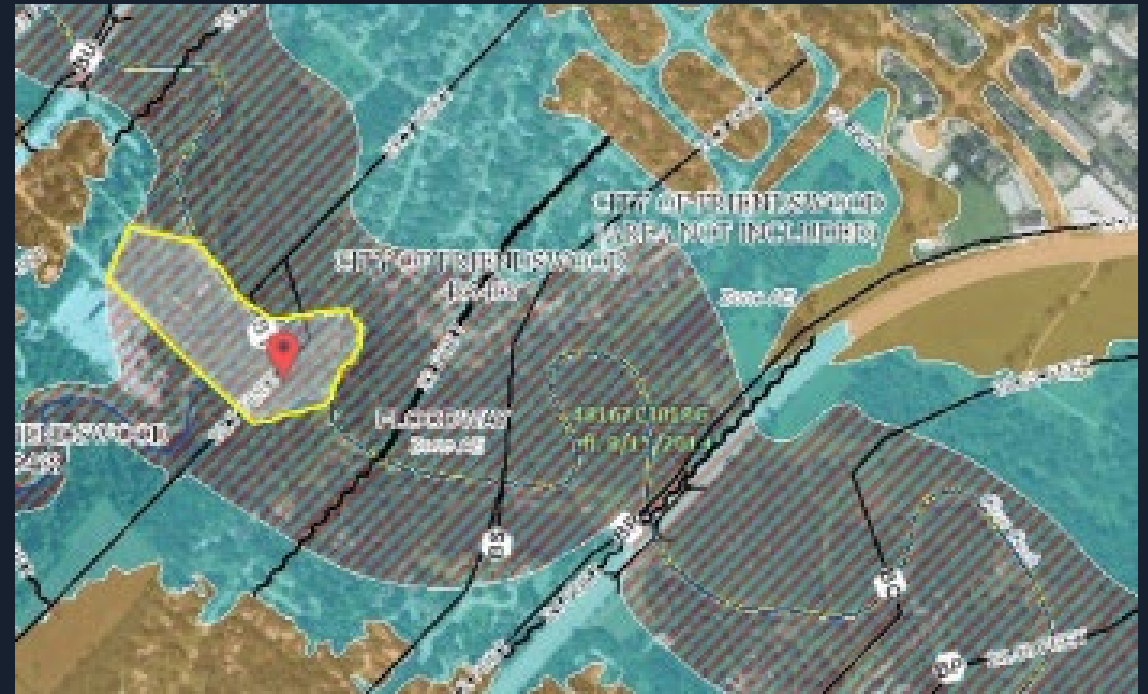
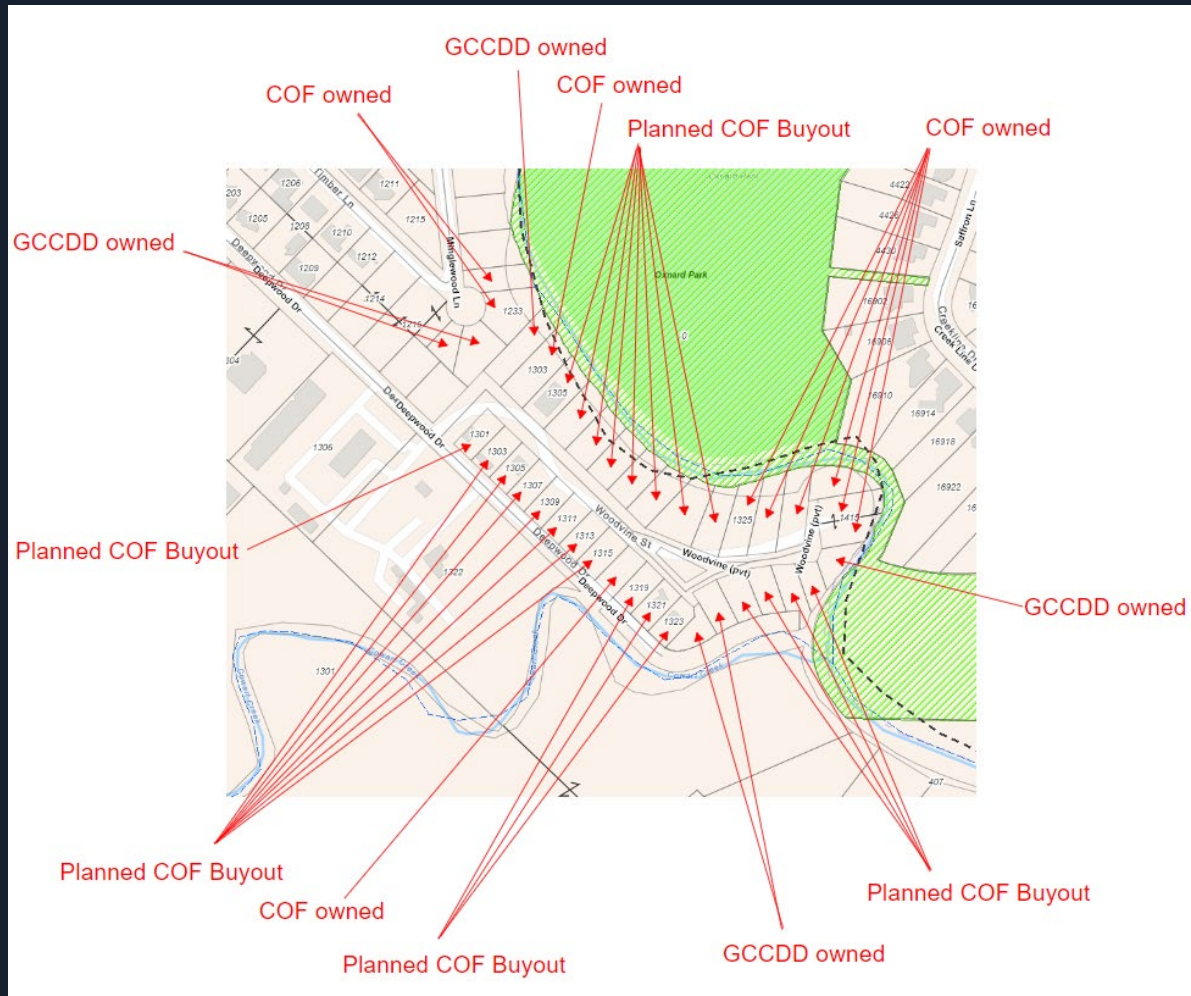
Authorization to Use Grant Funds (AUGF)

Competitive Sealed Bid Process

Selected Contractor Presented to Council for Award

Construction Kickoff

Deepwood Acquisition & Infrastructure Project



Deepwood Acquisition and Infrastructure Project

Acquisition

Appraisals Complete

Awaiting Texas General Land Office (TX GLO) Approval of Intake Packets

Engineering – Ongoing Activities

Environmental Assessment (Entire Project Site)

Preliminary Engineering Report (PER) Submittal

City Review of PER

Upcoming Activities

Project Extension (Delays due to Acquisition Project)

95% Design Plans

Three Detention Basins Along Cowart's Creek

Drafting Interlocal Agreement with Galveston County Consolidated Drainage District (GCCDD) for Three Offline Detention Ponds North of Cowart's Creek

City's Contribution: Property (Prior City Buyouts/Acquisitions)

2 Queens Lane

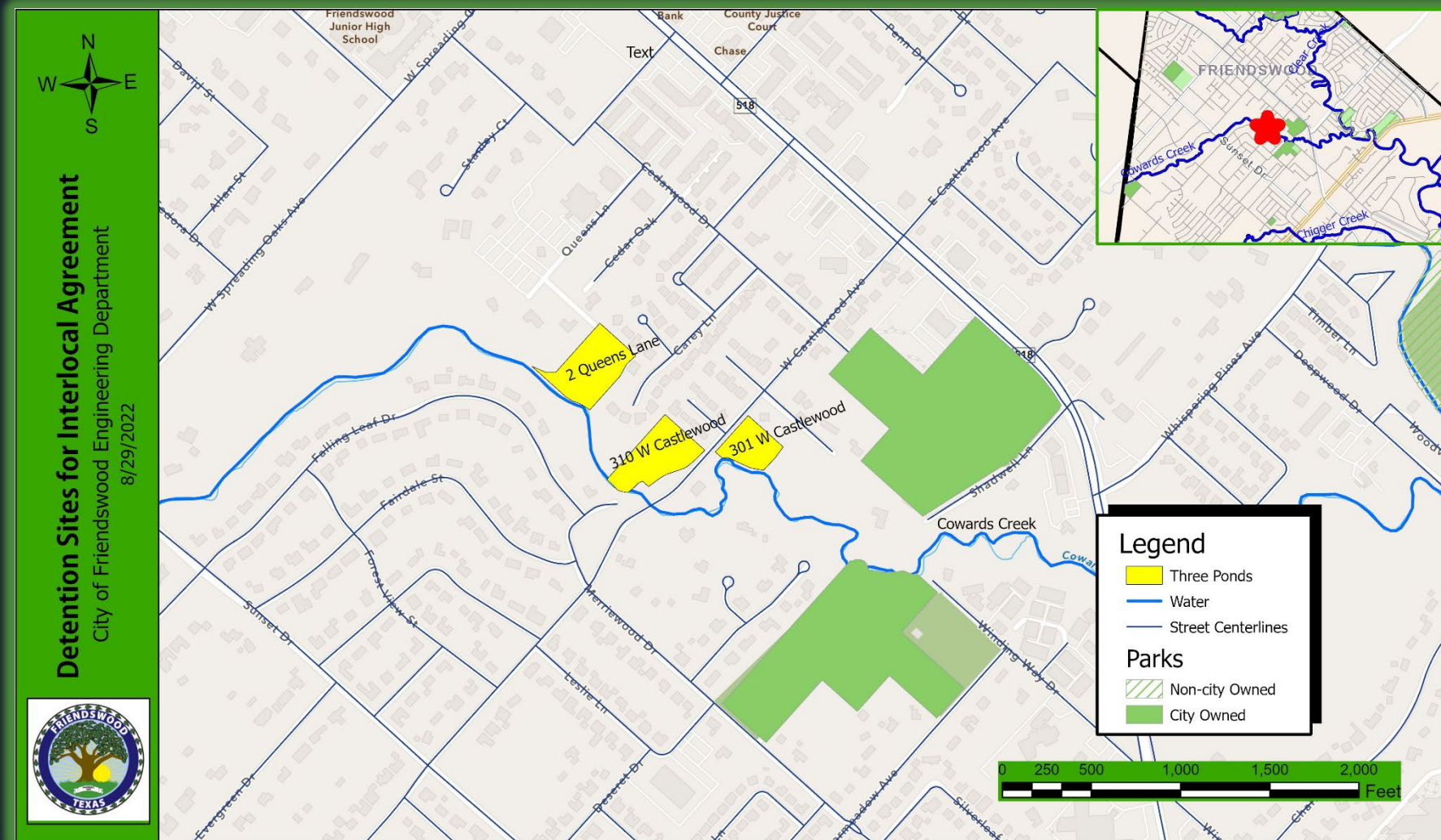
301 W Castlewood

310 W Castlewood

GCCDD's Contribution: Engineering, Environmental, and Construction of Projects

WGA Engineering Contracted by GCCDD to Perform Preliminary Engineering

Three Detention Basins Along Cowart's Creek



FM 1959 Detention Basin

Location: Friendswood/Pearland Border
Along Harris County Side of Clear Creek

Features: 1000 - 1800 Ac-Ft Detention
Basin

Status: Interlocal Agreement to be on the
Harris County Commissioners Court
September 2022

Partnering Agency

City of Friendswood

Galveston County

Galveston County Consolidated Drainage District
(GCCDD)

Harris County Flood Control District (HCFCD)

Net Project Cost: \$38,000,000

FM 1959 Detention Basin

Project:

1,700 ac-ft detention pond along left bank of Clear Creek downstream of FM 1959

ROM Capital Cost: \$30M

Benefits for 100-year Storm Event:

Structures removed from the floodplain: 40

Reduction in damages to structures: \$5 million

Acreage removed from the floodplain: 59 ac

Length of roadway removed from the floodplain: 300 ft



Legend



Structures Removed from Floodplain



Pond Footprint

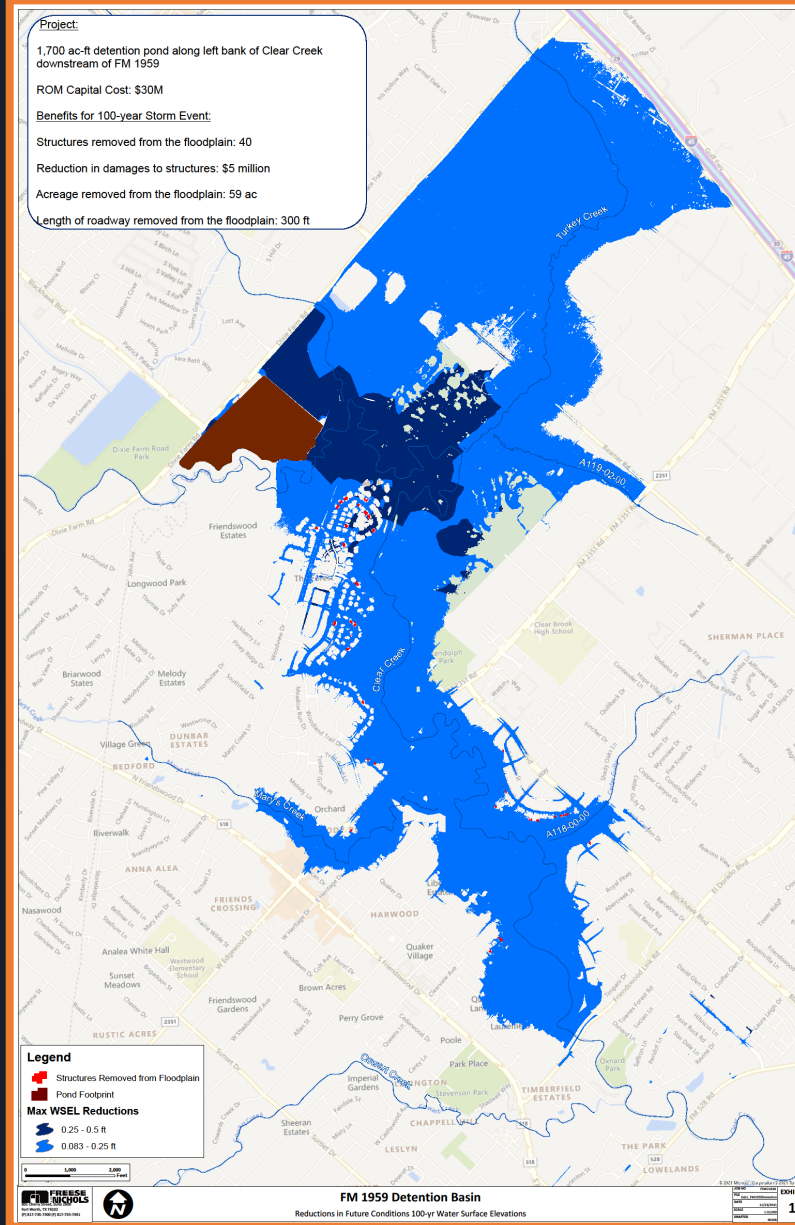
Max WSEL Reductions



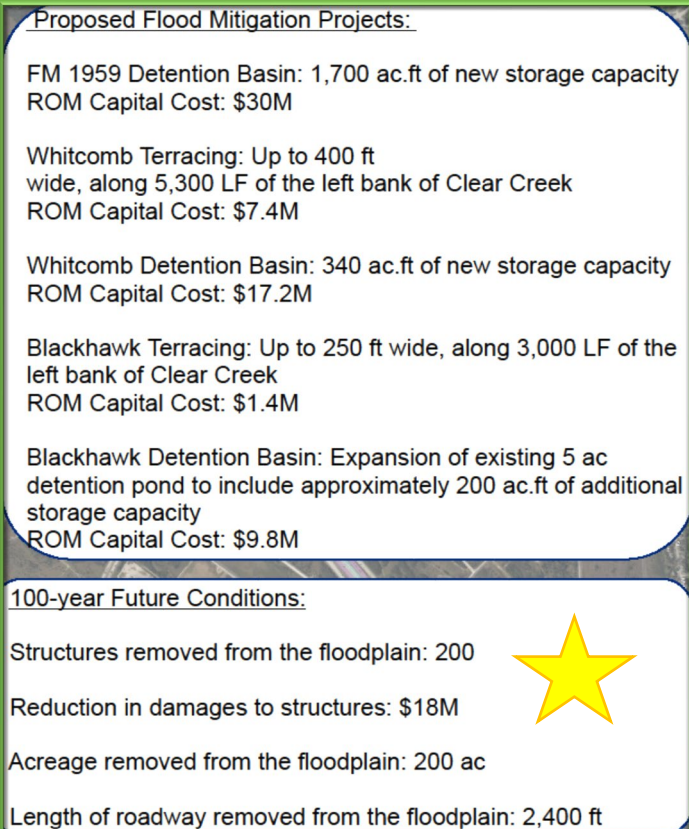
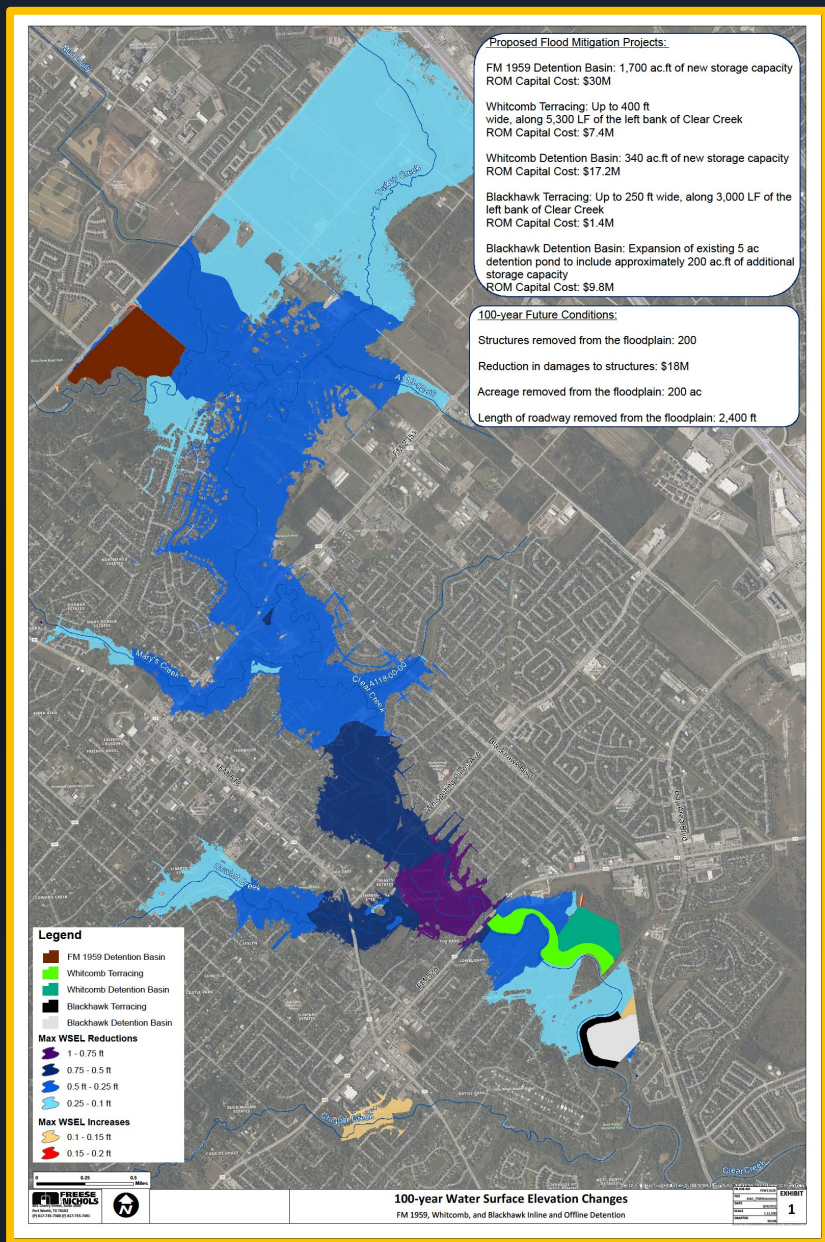
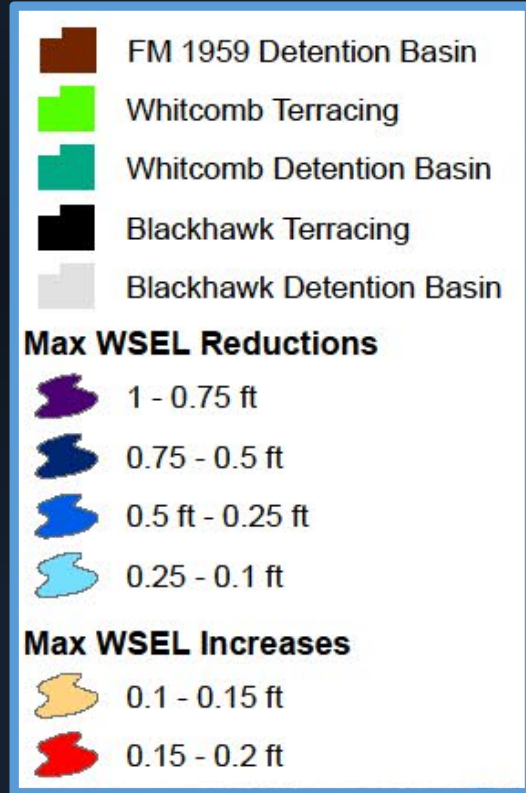
0.25 - 0.5 ft



0.083 - 0.25 ft



FM 1959 Detention Basin / Whitcomb Inline-Offline Detention / Blackhawk Inline-Offline Detention



Houston-Galveston Area Council - Method of Distribution (MOD) - \$488,762,000

Progress

- July 21st – HGAC Held Public Hearing
- August 5th - City Signed Conditional Acceptance Letter for **\$4,636,100**.
- August 16th – H-GAC's Board of Directors Approved the Method of Distribution.

Next Steps

- LMI Requirements Under Review
- If Houston Denies Allocation Friendswood May Receive Additional **\$1,134,800**.
- General Land Office (GLO) Must Approve the Method of Distribution.
- Local Governments that Received Allocations May Approve Projects

<https://www.h-gac.com/community-development-block-grant-mitigation-funds>

State Flood Plan – San Jacinto Region 6

Meetings

Friendswood Meeting with Region 6 Representatives August 23rd

Upcoming Meetings:

September 27th – Public Open House Meeting 5:30PM – 7:30PM

White Oak Conference Center

7603 Antoine Dr., Houston, TX 77088

September 29th – Virtual Public Open House Meeting 5:30PM – 7:30PM

Meeting Registration: [Meetings - San Jacinto Regional Flood Planning \(sanjacintofloodplanning.org\)](https://sanjacintofloodplanning.org/meetings)

Next Steps

Draft of the State Flood Plan for Region 6 Available Online

30 Day Review Period Begins After Public Open House Meetings

December 2022 – Last Call to Submit Information

July 2023 - Amendment to the State Flood Plan Due



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss proposed amendments to the City's Appointment Policy; Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code; and Council's Rules of Procedure.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Per the Council's direction from its meeting held on July 9, 2022, the staff will present an overview of proposed amendments to the City's appointment policy, along with the formalization and clarification of the City's boards, commissions and committees in Chapter 2 of the City's Code of Ordinances (the "Code"). The proposed amendments to the Code include:

- the listing of all ten (10) City boards, commissions, and committees, including their respective terms, membership, appointment timeframe and duties,
- defines those boards, commissions, and committees that are advisory versus non-advisory in nature,
- adds a section outlining the attendance requirements,
- adds a section outlining term limits, and
- adds a section outlining the procedure and administration (rules of procedure, quorum and staff support).

As many of the items formally listed in the City's appointment policy will be incorporated into the Code, the proposed policy will focus on the procedural aspects of the appointment process. Additionally, the Council Rules of Procedures were revised to include and/or clarify the rules per Council consensus.

Attached is a presentation generally outlining the proposed amendments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

This item is for discussion purposes only and there is no recommendation at this time.

ATTACHMENTS

1. Appointment Policy & Codification of Boards and Commissions & Rules of Procedure
2. Appointment Policy 2022
3. Ordinance - Boards and Commissions
4. Rules of Procedure

Appointment Policy

Policy Omits Administrative Matters:

- ☐ Details regarding the application process
- ☐ Advertising for candidates
- ☐ Forms
 - ☐ Applications forms
 - ☐ Oaths of office
 - ☐ Letters of appointment
 - ☐ etc.
- ☐ When oaths of office are administered
- ☐ How many terms a chair or vice chair can serve
- ☐ How the CSO keeps a record on each board

Policy Omits Items Established by Law

☐ Included in Ordinance

- ☐ Listing of all boards
- ☐ Uniform appointment date
- ☐ Boards/commissions that are considered officers and subject to OMA
- ☐ Attendance and attendance records

☐ Required by State Law

- ☐ Requiring oaths of office
- ☐ OMA training
- ☐ PIR Training

Policy Addresses

- ❑ Liaison appointments – made in August rather than July
- ❑ How appointments are made:
 - ❑ List provided to Staff liaison
 - ❑ Staff liaison meets with Council Liaison
 - ❑ Liaisons and officers of the Board may interview applicants
 - ❑ Council Liaison obtains Mayor's concurrence
 - ❑ Appointment Item placed on the agenda
- ❑ Length of time applications will be kept on file

Codification of Boards

Standard Provisions Applicable to All Boards

- ☐ Attendance
- ☐ Service (pleasure of council unless otherwise stated in the ordinance or required by law)
- ☐ Terms
- ☐ Term limits – 4 three-year terms or 6 two-year terms
- ☐ Vacancies – Regular and alternate members filled in the same manner as appointment.
- ☐ Rules of procedure – Consistent with those of the City Council
- ☐ Chair and Vice Chair elected from membership for one-year terms
- ☐ Quorum – Majority of the members
- ☐ Staff Support
- ☐ Limitations on authority – Except as required by law or in the code, no board or commission can obligate the City or commit the City to terms of a grant without the prior approval of the City Council or the City Manager.

Specifics for Each Board

Division	Board/Commission/Committee	Number of Members	Staggered Terms?	Length of Term	OMA?
2	Animal Shelter Advisory Committee	5 members	Yes	3 years	No
3	Charter Review	7 members	No	6 months	Yes
4	Construction Board of Adjustment & Appeals	7 members, unspecified # alternates	No	2 years	Yes
5	Community & Econ Dev. Committee	7 members	Yes	3 years	No
6	Fourth of July Steering Committee	15 members	Yes	3 years	No
7	Investment Committee	3 members	Yes	3 years	No
8	Keep Friendswood Beautiful	15 members	Yes	3 years	No
9	Library Board of Trustees	9 members	Yes	3 years	No
10	Senior Citizens Advisory Committee	9 members	Yes	3 years	No
11	Planning & Zoning Commission	7 members	Yes	2 years	Yes
12	Zoning Board of Adjustment	5 members, 4 alternates	No	2 years	Yes

Provisions in Each Division

- ☐ Created; membership
 - ☐ Qualifications
 - ☐ Number (odd numbers)
 - ☐ Composition
 - ☐ Staggered terms or not
 - ☐ Length of terms
 - ☐ When appointed
- ☐ Meetings
 - ☐ Subject to OMA
- ☐ Powers and duties
 - ☐ Specific to each based upon code
 - ☐ Current appointment policy
 - ☐ Current practice

Rules of Procedure

Revisions included in Proposed Rules

- ☐ Includes a reference to executive sessions
- ☐ Allows minutes to be kept electronically, rather than in a book
- ☐ Reflects that the City Secretary reports to the City Manager
- ☐ Delegates the authority to approve/disapprove absences of the City Council, the City Manager, the City Attorney and the City Secretary to the Mayor
- ☐ Allows all Councilmembers present at a meeting to vote on a presiding officer
- ☐ Removes the conditions on recesses in order to rely solely on state law

Revisions included in Proposed Rules (continued)

- ☐ Mirrors the language in the Charter regarding the Mayor having no veto power
- ☐ Removes the references to conflicts of interest in order to rely on state law
- ☐ Refers to the Charter regarding investigations by Council
- ☐ Allows staff to summarize the item prior to a motion by Council
- ☐ Establishes a time period in which to submit a request for an agenda item regarding liaison reports
- ☐ Prohibits speakers from passing their time while retaining the ability of Council to extend time as appropriate

CITY OF FRIENDSWOOD

APPOINTMENT POLICY

Appointments to City Boards, Commissions, and Committees

I. PURPOSE

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

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

II. POLICY

This policy sets forth the comprehensive process for appointments to the City's boards, commissions, and committees.

III. COUNCIL LIAISONS

The Mayor and City Council may annually appoint a councilmember to serve as a liaison to various boards, commissions, and committees. Liaison appointments will generally be made no later than August of each year. The Council Liaison, as necessary, shall serve as a conduit of information between the City Council and the board, commission, or committee.

IV. PROCEDURES

Sec. 4.01. Rules and Regulations.

All boards, commissions, and committees shall follow procedures of conduct set out in Robert's Rules of Order and their rules of procedure. All board, commission, and committee meetings shall have an agenda and record the action by keeping minutes. Boards, commissions, and committees shall adopt rules of procedure consistent with those of the City Council.

Sec. 4.02. Providing and Maintaining Records.

The City Secretary's office shall keep an up-to-date official record of pertinent information on each board, commission, and committee.

V. Appointments

Sec. 5.01. Applications.

All citizens interested in being appointed or reappointed to a board, commission or committee must have an application on file or submit a completed application to the City Secretary. Applications will be kept on file for two full calendar years after receipt of the application, unless appointed. If appointed, the applicant's application will be maintained in accordance with the applicable retention schedule. A background check is required prior to initial appointment and reappointment.

Sec. 5.02. Selection Criteria.

Members selected should not only be qualified, but also show a desire and commitment to serve in the capacity they are appointed. The selection of members to boards, commissions, and committees shall be made considering the stated interest and desire of the applicant to serve, as well as, other criteria as deemed appropriate by the Council and may include, but is not limited to, the applicant's availability, qualifications, background, skills, and experience.

Sec. 5.03. Appointment Process.

By the end of April and August of each year, the City Secretary will forward the names of the persons, whose terms are expiring, as well as all new applicants for each board, commission, or committee to the appropriate Staff Liaison. Thereafter, the Staff Liaison will contact the Council Liaison to discuss the candidates for appointment/reappointment. Council Liaisons, chairpersons, vice chairpersons, staff, or other members/officers may interview candidates to be considered prior to the appointments. The Council Liaison to the board, commission or committee will contact the Mayor on the proposed appointments/reappointments and obtain his/her concurrence. The slate of candidates will be presented to the City Council at the regular monthly Council meeting in July and November or as soon thereafter as possible.

Sec. 5.04. Filling Vacancies.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS"; CHAPTER 10 "ANIMALS," ARTICLE VII "ANIMAL SHELTER ADVISORY COMMITTEE"; AND CHAPTER 46 "LIBRARY," ARTICLE II "FRIENDSWOOD PUBLIC LIBRARY," SECTION 46-19 "BOARD OF TRUSTEES" OF THE FRIENDSWOOD CITY CODE; AMENDING CHAPTER 14 "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I "IN GENERAL," SECTION 14-3 "CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS"; ARTICLE II "BUILDING CODE," SECTION 14-24 "AMENDMENTS TO INTERNATIONAL BUILDING CODE"; "ARTICLE III "ELECTRICAL CODE," DIVISION 2 "APPEALS," SECTION 14-93 "APPEAL OF DECISIONS BY THE BUILDING OFFICIAL OR INSPECTOR"; ARTICLE IV "PLUMBING CODE," SECTION 14-253 "AMENDMENTS"; ARTICLE V "MECHANICAL CODE," SECTION 14-275 "AMENDMENTS"; ARTICLE VI "INTERNATIONAL FUEL GAS CODE," SECTION 14-300 "AMENDMENTS"; ARTICLE X "RESIDENTIAL CODE" SECTION 14-389 "INTERNATIONAL RESIDENTIAL CODE FOR ONE-AND TWO-FAMILY DWELLINGS ADOPTED," SUBSECTION (B) OF THE FRIENDSWOOD CITY CODE; AND AMENDING CHAPTER 2 "ADMINISTRATION" OF THE FRIENDSWOOD CITY CODE TO ADD A NEW ARTICLE TO BE NUMBERED AND ENTITLED ARTICLE II "BOARDS, COMMITTEES, AND COMMISSIONS" IN ORDER TO CODIFY ALL OF THE CITY'S BOARDS, COMMITTEES, AND COMMISSIONS AND UPDATE THE REFERENCES TO SUCH BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

Section 1. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code is hereby repealed in its entirety.

Section 2. That Chapter 10 "Animals," Article VII "Animal Shelter Advisory Committee" of the Friendswood City Code is hereby repealed in its entirety.

Section 3. That Chapter 14 "Buildings and Building Regulations," Article I "In General," Section 14-3 "Construction board of adjustment and appeals" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL

Sec. 14-3. Appeals.

- (a) All appeals to and requests for variances from the construction board of adjustment and appeals shall be perfected by a request in writing to the building official for a hearing, in which the following information shall be contained:
 - (1) Name, address, and primary e-mail address of the person making the appeal;
 - (2) Facts surrounding the particular ruling or refusal to make a ruling;
 - (3) The ruling, if any, of the building official or inspector; and
 - (4) Reasons why such ruling should be set aside, or if a ruling was refused, why such ruling should be made.

Appeals must be perfected within thirty (30) days after the decision of the chief building official.

- (b) An application for appeal shall be based on a claim that the true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the code do not fully apply or an equally good or better form of construction is proposed.
- (c) The building official shall take prompt action in accordance with the decision of the construction board of adjustment and appeals.
- (d) During the pendency of any appeal to the construction board of adjustment and appeals, the ruling of the building official shall be in full force and effect.

Section 4. That Chapter 14 "Buildings and Building Regulations," Article II " Building Code," Section 14-24 "Amendments to International Building Code" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. BUILDING CODE

Sec. 14-24. Amendments to International Building Code.

The 2018 Edition of the International Building Code, as adopted in section 14-23, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

101.1. *Title.* These regulations shall be known as the Building Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 109.2. Section 109.2 is hereby amended to add the following sentence:

The fee schedule shall be set by resolution and printed in Appendix D of this code.

Section 108.1. Section 108.1 is hereby added to read as follows:

108.1. *Plan checking fees.* When a plan is required to be submitted by section 106, a plan-checking fee shall be paid to the building official at the time of permit issuance; provided, however, that if a permit is not issued for the project within 90 days of completion of the plan review, the plan review fees will become due and payable at that time. Said plan-checking fee shall be equal to one-half of the building permit fee.

Section 111.1. Section 111.1 is hereby amended by adding a new last sentence to read as follows:

111.1. For the purpose of this section, the moving of furniture or other personal property items into a property prior to issuance of a certificate of occupancy shall constitute the occupancy or use of the property.

Section 113. Board of Appeals. The following section 113 is hereby adopted to read as follows:

113. *Board of Appeals.* Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals in accordance with section 14-3 of this code.

Section 5. That Chapter 14 "Buildings and Building Regulations," Article III "Electrical Code," Division 2 "Appeals," Section 14-93 "Appeal of decisions by the building official or inspector" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE III. ELECTRICAL CODE

DIVISION 2. APPEALS

Sec. 14-93. Appeal of decisions by the building official or inspector.

Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal in accordance with section 14-3 of this code to the construction board of adjustment and appeals for its review.

Section 6. That Chapter 14 "Buildings and Building Regulations," Article IV "Plumbing Code," Section 14-253 "Amendments" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE IV. PLUMBING CODE

Sec. 14-253. Amendments.

The 2018 Edition of the International Plumbing Code, as adopted in section 14-252, is hereby amended as follows:

Section 101.1 is hereby amended to read as follows:

101.1 *Title*. These regulations shall be known as the Plumbing Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 106.6.2 is hereby amended to read as follows:

106.6.2 *Fee schedule*. The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D to the Code of Ordinances.

Section 106.6.3 is hereby amended to read as follows:

106.6.3. *Fee refunds*. The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109 is hereby amended to read as follows:

109. *Means of Appeal*. Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals in accordance with section 14-3 of this code.

Section 305.4.1 is hereby amended to read as follows:

305.4.1. *Sewer depth*. Building sewers, which connect to private sewage disposal systems, shall be a minimum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches below grade.

Section 608.17.5 is hereby amended to read as follows:

- A. Irrigation systems shall be installed in accordance with this section and other applicable rules and regulations of the city.
- B. Irrigation system design drawings shall be prepared by a master plumber whose license number shall appear on the drawings, or by a state professional engineer, a licensed irrigation installer, or a licensed landscape architect. The latter three professionals shall seal, sign and date their drawings.
- C. It shall be unlawful for any person for hire to install all or any part of an irrigation system within the city unless that person holds a master plumber license issued by the Texas State Board of Plumbing Examiners or a valid installer's license issued

by the Texas Commission on Environmental Quality ("TCEQ"), in accordance with V.T.C.A., Occupations Code § 1903.251.

- D. The owner of the property on which an irrigation system is to be installed may install all of the irrigation system with the exception of the connection to the potable water source, the water meter, and the required backflow prevention device, each of which must be installed and appropriately connected by a qualified person as noted in subsection C of this section.
- E. It shall be unlawful for any person to install all or any portion of an irrigation system without having first received a permit therefor from the city. An irrigation installation permit for the installation of the connection to the potable water source, the water meter and the required backflow prevention device shall not be issued to any person who is not a qualified person as noted in subsection C of this section.
- F. The city shall have no obligation to maintain or protect, or to repair or replace, all or any part of an irrigation system, existing or future, that is located within a public right-of-way or easement, that is damaged or destroyed, or required to be removed, incident to or as a result of roadway and/or utility or drainage construction, maintenance, or operation.
- G. Exemptions to the above permit requirements are:
 - (1) Systems associated with on-site sewage disposal systems;
 - (2) Irrigation systems used on or by an agriculture operation; or
 - (3) Irrigation systems connected to a groundwater well used for domestic purposes.

Section 904.1 is hereby amended to read as follows:

904.1. *Roof extension.* All open vent pipes that extend through a roof shall be terminated at least six inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven feet (2,134 mm) above the roof.

Section 7. That Chapter 14 "Buildings and Building Regulations," Article V "Mechanical Code," Section 14-275 "Amendments" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE V. MECHANICAL CODE

Sec. 14-275. Amendments.

The 2018 Edition of the International Mechanical Code, as adopted in section 14-274, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

101.1 *Title*. These regulations shall be known as the Mechanical Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 106.5.2. Section 106.5.2 is hereby amended to read as follows:

106.5.2 *Fee schedule*. The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D of this code.

Section 106.5.3. Section 106.5.3 is hereby amended to read as follows:

106.5.3. *Fee refunds*. The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109. Means of Appeal is hereby amended to read as follows:

109. *Means of Appeal*. Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the construction board of adjustment and appeals in accordance with section 14-3 of this code.

Section 8. That Chapter 14 "Buildings and Building Regulations," Article VI "International Fuel Gas Code," Section 14-300 "Amendments" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE VI. INTERNATIONAL FUEL GAS CODE

Sec. 14-300. Amendments.

The 2018 Edition of the International Fuel Gas Code, as adopted in section 14-299, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

101.1 *Title*. These regulations shall be known as the Fuel Gas Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 106.6.2. Section 106.6.2 is hereby amended to read as follows:

106.6.2 *Fee schedule*. The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D of this code.

Section 106.6.3. Section 106.6.3 is hereby amended to read as follows:

106.6.3 *Fee refunds*. The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109. Means of Appeal is hereby amended to read as follows:

109. *Means of Appeal.* Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the construction board of adjustment and appeals in accordance with section 14-3.

Section 9. That Chapter 14 "Buildings and Building Regulations," Article X " Residential Code" Section 14-389 "International Residential Code for One-and Two-Family Dwellings adopted," Subsection (b) of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE X. RESIDENTIAL CODE

Sec. 14-389. International Residential Code for One- and Two-Family Dwellings adopted.

- (b) The 2018 Edition of the International Residential Code for One- and Two-Family Dwellings is hereby amended as follows:

Section R101.1 is hereby amended to read as follows:

R101.1 *Title.* These regulations shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section R112 is hereby amended to read as follows:

Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals as established in Section 14-3 of this code.

Section 401.2. The following section 401.2 is hereby added to read as follows:

401.2. All foundations are to be designed by a registered professional engineer. All plans must be submitted with original wet seal stamps applied. Foundation construction shall be capable of accommodating all loads according to section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed, and tested in accordance with accepted engineering practice. Gravel fill used as footings for wood and precast concrete foundations shall comply with section R403.

Section 2904 is hereby amended to read as follows:

P2904. Dwelling unit fire sprinkler systems. The requirements of section P2904 are hereby deleted, except that any voluntary installation of a dwelling unit fire sprinkler system shall comply with NFPA 13 D.

Section E3601.6.2 of the International Residential Code is hereby deleted and replaced with the following:

E3601.6.2. *Service disconnect location.* The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

Section 10. That Chapter 46 "Library," Article II "Friendswood Public Library," Section 46-19 "Board of Trustees" of the Friendswood City Code is hereby repealed in its entirety.

Section 11. That Chapter 2 "Administration" of the Friendswood City Code is hereby amended by adding an article to be numbered and entitled Article II "Boards, Committees, and Commissions," which article reads as follows:

ARTICLE II. BOARDS, COMMITTEE'S, AND COMMISSIONS

DIVISION 1. GENERALLY

Sec. 2-21. Definitions.

The following words, terms and phrases when used in this division shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Advisory board shall mean and include a board, commission, committee, or task force established by the city, which is advisory in nature and treated as such, including the following:

- (1) Animal Shelter Advisory Committee
- (2) Community and Economic Development Committee,
- (3) Fourth of July Steering Committee,
- (4) Investment Committee,
- (5) Keep Friendswood Beautiful (KFB),
- (6) Library Board, and
- (7) Senior Citizens Advisory Committee.

Board shall mean and include either an advisory board or a non-advisory board.

Excessive absences shall mean the following:

- (1) For members of an advisory board, three consecutive unexcused absences or absent more than 50 percent of the meetings in a six-month period; and

- (2) For members of non-advisory boards, three consecutive unexcused absences or absent more than 20 percent of the meetings in a six-month period.

Excused absence means the non-attendance of a member at a board meeting, which has been approved by the chair of the board, including absences excused due to illness, business commitments, unexpected emergency, and death of family members.

Member shall mean a person appointed to a board by the city council or city manager and shall include a person appointed as an alternate member.

Non-advisory board shall mean and include a board, commission, committee, or task force established by the city, which has rulemaking or quasi-judicial power or whose decisions are typically "rubber stamped" by the city council, including the following:

- (1) Charter Review Committee
- (2) Construction Board of Adjustment and Appeals
- (3) Planning and Zoning Commission
- (4) Zoning Board of Adjustment

Unexcused absence means as absence which does not constitute an excused absence.

Sec. 2-22. Attendance.

- (a) *Attendance requirements.* There is an expectation that a member of a board will arrange the member's schedule to make most, if not all, of the scheduled board meetings. In the event that a member has a recurring conflict, the member may resign at any time. If a member of a board has excessive absences, the member may be removed by the city council in accordance with this code and other applicable law.
- (b) *Attendance records.* The staff liaison for each board shall be required to keep attendance records and to submit monthly reports to the city secretary setting forth both the excused and unexcused absences of each member of the board; provided, however, if a board does not meet each month, attendance reports shall be submitted within thirty (30) days after each meeting. The city secretary will notify the mayor of any member having a record of excessive absences.

Sec. 2-23. Service; terms; term limits, vacancies.

- (a) *Service.* All members of any board shall serve without compensation at the pleasure of the city council unless otherwise specified in this code or required by law.
- (b) *Terms.* Unless otherwise required by law or specified in this code,
 - (1) advisory board members shall be appointed to three-year terms, and
 - (2) non-advisory board members shall be appointed to two-year terms.

- (c) *Term limits.* No member of any board shall be appointed to serve on any one board for more than four (4) three-year terms or six (6) two-year terms, unless:
 - (1) the City Council, by a vote of at least four (4) members, waives such limitation or
 - (2) the member is an employee of the city and serves in his/her capacity as a city employee.
- (d) *Vacancies.* If a vacancy of a non-ex-officio position occurs in any board, such vacancies shall be filled in the same manner as the original appointments, except such term shall only be for the remainder of the unexpired term. Vacancies of ex-officio positions may be filled in the same manner if desired by the city council.

Sec. 2-23. Procedure and administration.

- (a) *Rules of procedure.* All boards shall adopt rules and procedures for the conduct of business and matters that may come before it. Such rules and procedures shall be substantially similar to the rules and procedures adopted by the city council and shall comply with the charter and all applicable laws. Boards shall elect a chair and vice-chair from their membership for one-year terms commencing on July 1 or November 1 based upon the board's appointment schedule.
- (b) *Quorum.* A quorum shall consist of a majority of the entire membership of the board and, unless otherwise provided by this code or by applicable law, any issue to be voted on shall be resolved by a majority of the members of the board.
- (c) *Support.* Department heads shall be available to the boards for advice and consultation, and they shall cooperate with and render such services for the boards as shall come within their scope of the duties.

Sec. 2-24. Limitation on authority.

Unless otherwise specified in this code or required by law, no board shall have the power to obligate the city in any manner whatsoever without the prior approval of the city council or city manager. Additionally, no board shall commit to the terms of any grant unless it has obtained the prior approval of the city council or city manager.

DIVISION 2. ANIMAL SHELTER ADVISORY COMMITTEE

Sec. 2-31. – Created; membership.

- (a) *Created.* The animal shelter advisory committee is an advisory committee created pursuant to V.T.C.A., Health and Safety Code ch. 823 in order to assist the city in complying with the requirements of such chapter.
- (b) *Membership.* The animal shelter advisory committee shall be composed of five members who are (i) residents of the city, (ii) business owners that pay ad valorem taxes to the city, or (iii) officers or employees of a business entity that pays ad valorem taxes to the city, appointed by the city council for staggered three-year terms commencing on July 1. The membership shall include one (1) licensed veterinarian, one (1) municipal official, one (1) person whose duties

include the daily operation of an animal shelter, one (1) representative from an animal welfare organization, and one (1) interested citizen.

Sec. 2-32. Meetings.

The animal shelter advisory committee shall meet at least three (3) times annually and by March 1 of each year produce an annual report to the city council for review. Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-33. Powers and duties.

The animal shelter advisory committee shall have the following powers and duties:

- (1) To assist the city in complying with the requirements of V.T.C.A., Health and Safety Code, ch. 823; and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 3. CHARTER REVIEW COMMITTEE

Sec. 2-36. Created; membership.

- (a) *Created.* The charter review committee, also known as the charter review commission, is an advisory committee created pursuant to Section 11.09 of the city charter.
- (b) *Membership.* The charter review committee shall be composed of seven citizens of the city appointed by the mayor, subject to confirmation by a vote of at least four (4) members of the city council at its first meeting in July of every fifth year after 2011, and at other times as deemed advisable by the city council. Members shall hold office for a term of six (6) months.

Sec. 2-37. Meetings.

Meetings shall be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-38. Powers and duties.

The charter review committee shall have the following powers and duties:

- (1) To perform the duties specified in the charter and
- (2) To perform other duties that may be delegated to it by the city council.

DIVISION 4. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

2-41. Created; membership.

- (a) *Created.* The community and economic development committee is an advisory committee created by the city council on February 15, 1993.
- (b) *Membership.* The community and economic development committee shall be composed of seven (7) members who are residents of the city or business owners that pay ad valorem taxes to the city appointed by at least four (4) members of the city council for staggered three-year terms commencing on July 1.

2-42. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

2-43. Powers and duties.

The community and economic development committee shall have the following powers and duties:

- (1) To provide recommendations to the city council to encourage commercial and industrial developments which are compatible with the image of the city;
- (2) To provide recommendations to the city council regarding codes, ordinances, policies, and procedures that assist economic development in the city;
- (3) To conduct surveys of citizens and businesses to gain understanding of various economic development matters, which are compatible with the city's interest, needs, and image; and
- (4) To perform other duties as may be delegated to it by the city council.

DIVISION 5. CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Sec. 2-46. Created; membership.

- (a) *Created.* The construction board of adjustment and appeals is a non-advisory committee created pursuant to chapters 14 and 30 of this code and the codes adopted therein.
- (b) *Membership.* The construction board of adjustment and appeals shall consist of seven (7) residents of the city appointed by at least four (4) members of the city council for two-year terms commencing on July 1. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, building industry representatives, fire protection engineering professionals, industrial safety professionals, and licensed electrical contractors. The city council may appoint alternate board members to serve in the absence of one or more regular members when requested to do so by the mayor or city manager. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

Sec. 2-47. Meetings.

Meetings shall be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-48. Powers and duties.

- (a) *Authority.* The construction board of adjustment and appeals shall have the following powers and duties:
- (1) To hear and decide appeals of decisions and interpretations of the building official pursuant to chapter 14;
 - (2) To hear and decide appeals of decisions and interpretations of the fire marshal pursuant to chapter 30;
 - (3) To consider variances to the technical codes, including, but not limited to, the following:
 - a. The International Building Code adopted in section 14-24 of this code,
 - b. The National Electrical Code adopted in section 14-62 of this code,
 - c. The International Plumbing Code adopted in section 14-252 of this code,
 - d. The International Mechanical Code adopted in section 14-274 of this code,
 - e. The International Fuel Gas Code adopted in section 14-299 of this code, and
 - f. The International Residential Code for One- and Two-Family Dwellings adopted in section 14-389 of this code;
 - (4) To hear and render judgments on requests for variances from article II, chapter 34 of this code;
 - (5) To hear and decide appeals of decisions of the fire marshal under the life safety code pursuant to section 30-119 of this code;
 - (6) To hear and render judgment on appeals and requests for variances concerning the city's flood damage prevention regulations pursuant to section 34-34 of this code; and
 - (7) To perform other duties as may be delegated to it by the city council.
- (b) *Limitation.* In addition to limitations found elsewhere in this code, the board shall not have the authority to waive requirements of this code or any code adopted herein.

DIVISION 6. FOURTH OF JULY STEERING COMMITTEE

Sec. 2-51. Created; membership.

- (a) *Created.* The Fourth of July steering committee is an advisory committee created by the city council on December 19, 1983.
- (b) *Membership.* The Fourth of July steering committee shall be composed of fifteen (15) members who are (i) residents of the city, (ii) business owners that pay ad valorem taxes to the city, or (iii) members of the committee on October 3, 2022, appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-52. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-53. Powers and duties.

The Fourth of July steering committee shall have the following powers and duties:

- (1) To assist staff in organizing, planning, coordinating, and overseeing the annual Fourth of July activities of the city; and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 7. INVESTMENT COMMITTEE

Sec. 2-56. Created; membership.

- (a) *Created.* The investment committee is an advisory committee created by the city council on January 2, 1997.
- (b) *Membership.* The investment committee shall be composed of three (3) members who are residents of the city or business owners that pay ad valorem taxes to the city appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-57. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-58. Powers and duties.

The community and economic development committee shall have the following powers and duties:

- (1) To review the investment practices of staff and ensure that such practices are in accordance with the city's investment policy; and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 8. KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE

Sec. 2-61. Created; membership.

- (a) *Created.* The Keep Friendswood Beautiful Committee is an advisory committee created by the city council on January 25, 2010. The committee was formerly the civic beautification committee and the community appearance committee.
- (b) *Membership.* The Keep Friendswood Beautiful Committee shall be composed of fifteen (15) members who are residents of the city or business owners that pay ad valorem taxes to the city appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-62. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-63. Powers and duties.

The Keep Friendswood Beautiful Committee shall have the following powers and duties:

- (1) To engage in activities to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image;
- (2) To direct and coordinate management and planning of beautification projects and education of the community;
- (3) To recommend budget and project priorities to city council;
- (4) To seeks grants for funding opportunities subject to prior approval of the city council or city manager in accordance with section 2-24;
- (5) To suggest ways to conserve and protect natural resources;
- (6) To serve as the advisory committee to the city's storm water management plan;
- (7) To make recommendations to the City Council concerning fees in lieu of land dedication in order to obtain compliance with section XIII of appendix B of this code; and
- (8) perform other duties as may be delegated to it by the city council.

DIVISION 9. LIBRARY BOARD

Sec. 2-66. Created; membership.

- (a) *Created.* The library board is an advisory committee created by the city council.
- (b) *Membership.* The library board shall be composed of nine (9) members who are qualified voters and residents of the city appointed by at least four (4) members of the city council for staggered three-year terms commencing on July 1.

Sec. 2-67. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-68. Powers and duties.

The library board shall have the following powers and duties:

- (1) To provide recommendations regarding the policies and operations of the public library;
- (2) To assist staff in establishing general library policy for the orderly use of the library facilities for approval of the city manager; and
- (3) To perform other duties as may be delegated to it by the city council.

DIVISION 10. PLANNING AND ZONING COMMISSION

Sec. 2-71. Created; membership.

- (a) *Created.* The planning and zoning commission is a non-advisory committee created by the city council.
- (b) *Membership.* The planning and zoning commission shall be composed of seven (7) members. Such members shall be resident citizens and qualified voters of the city, all of whom shall be appointed by the mayor, subject to confirmation by a majority vote of the city council for staggered two-year terms commencing on July 1.

Sec. 2-72. Meetings.

Meetings shall be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-73. - Powers and duties.

The planning and zoning commission shall have the following powers and duties:

- (1) To perform the duties imposed upon the planning and zoning commission by appendix B of this code as well as V.T.C.A., Local Government Code, ch. 212;
- (2) To perform the duties imposed upon the zoning commission by appendix C of this Code as well as upon the zoning commission by V.T.C.A., Local Government Code, ch. 211;
- (3) To hear and render decisions on appeals concerning (i) a license revocation or suspension, (ii) any order for utility disconnection or (iii) any decision, order, or action taken by the building official pursuant to section 50-163 of this code;
- (4) To hear and render decisions on the need for sidewalks pursuant to section 70-64 of this code;
- (5) To perform all duties and functions as conferred on a capital improvements advisory committee by V.T.C.A., Local Government Code, ch. 395;
- (6) To review and monitor the implementation of the city's comprehensive plan and all amendments thereto and make recommendations concerning the same to the city council pursuant to V.T.C.A., Local Government Code §213.003;
- (7) To monitor the implementation of the city's comprehensive plan and to make reports to the city council as to the status of efforts to implement the comprehensive plan; and
- (8) To perform other duties as may be delegated to it by the city council.

DIVISION 11. SENIOR CITIZENS ADVISORY COMMITTEE

Sec. 2-76. Created; membership.

- (a) *Created.* The Senior Citizens Advisory Committee is an advisory committee created by the city council on November 9, 1992.
- (b) *Membership.* The senior citizens advisory committee shall be composed of nine (9) members who are residents of the city or business owners that pay ad valorem taxes to the city appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-77. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-78. Powers and duties.

The senior citizens advisory committee shall have the following powers and duties:

- (1) To recommends programming for the senior citizen program and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 12. ZONING BOARD OF ADJUSTMENT

Sec. 2-81. Created; membership.

- (a) *Created.* The zoning board of adjustment is a non-advisory committee created by the city council pursuant to V.T.C.A., Local Government Code, ch. 211 and other laws and regulations.
- (b) *Membership.* The zoning board of adjustment shall be composed of five (5) members, who shall be residents of the city. Members will be appointed by at least four (4) members of the city council for two (2) year terms commencing on July 1. The city council may remove a board member for cause on a written charge after a public hearing. The city council shall appoint four (4) alternate board members to serve in the absence of one or more regular members when requested to do so by the mayor or city manager. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member.

Sec. 2-82. Meetings; vote required.

- (a) *Meetings.* Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551. Minutes of its meetings shall kept in accordance with V.T.C.A., Local Government Code §211.008(f) and shall be treated as public records. The zoning board of adjustment shall adopt rules in accordance with this article and appendix C of this code with the approval of the city council.
- (b) *Vote required.* The concurring vote of four members of the board shall be necessary to reverse any order, requirements, decision, or determination of an administrative official, decide in favor of an applicant on a matter on which the board is required to pass under a zoning ordinance.

Sec. 2-83. Powers and duties.

The zoning board of adjustment shall have the following powers and duties:

- (1) To perform the duties imposed upon the board of adjustment specified in appendix C of this Code and required by V.T.C.A., Local Government Code, ch. 211;
- (2) To serve as the building standards commission pursuant to article VII, chapter 14 of this code and V.T.C.A., Local Government Code, ch. 54, subch. C;
- (3) To serve as the fire and life safety code board of adjustment and appeals pursuant to the fire code adopted in section 30-84 of this code;
- (4) To hear and render judgment on requests for variances concerning the city's sign code pursuant to section 28 of Appendix A of this code; and
- (5) To perform other duties as may be delegated to it by the city council.

Section 12. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 13. In the event any clause phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 14. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 15. This ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading by the affirmative vote of the City Council this 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading by the affirmative vote of the City Council this 3rd day of October, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

FRIENDSWOOD CITY COUNCIL RULES OF PROCEDURE

1. AUTHORITY

- 1.1 Authority.** Pursuant to the provisions of Section 3.10 of the Charter of the City of Friendswood, the City Council enacts these rules of procedure for all meetings of the City Council of the City of Friendswood, Texas.
- 1.2 Purpose.** During any regular or special council meeting, a reasonable opportunity shall be given to the citizens of the City to be heard, including, but not limited to, those matters under consideration. The rules of procedure are enacted as guidelines to be followed by all persons in the Council Chamber, including City administrative staff, news media and visitors.

2. GENERAL RULES

- 2.1 Meetings to be Public.** All meetings of the council shall be open to the public, except as authorized by law.
- 2.2 Quorum.** Four or more members of the Council is considered a majority of the members of the Council and shall constitute a quorum for the transaction of business.
- 2.3 Compelling Attendance.** No member shall be excused from attendance at a Council meeting except for good valid reasons.
- 2.4 Minutes of Meetings.** An account of all proceedings of the Council shall be kept by the City Secretary, which account shall constitute the official record of the Council.
- 2.5 Questions to Contain One Subject:** All questions submitted for a vote shall contain only one subject.
- 2.6 Right of floor.** Any member desiring to speak shall be recognized by the Presiding Officer, and shall confine his/her remarks to the subject under consideration or to be considered and will not be interrupted.
- 2.7 City Manager.** The City Manager, or Acting City Manager, shall attend all meetings of the Council, unless excused. He/she may make recommendations to the council and shall have the right to take part in all discussion of the Council, but shall have no vote.

- 2.8 City Attorney.** The City Attorney shall attend all meetings of the Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law. The City Attorney shall act as the Council's parliamentarian.
- 2.9 City Secretary.** The City Secretary or Acting City Secretary shall attend all meetings of the City Council unless excused, shall act as the reading and recording secretary of the Council, shall keep the official minutes, and shall perform such other duties as may be requested and assigned by the City Manager.
- 2.10 Sergeant at Arms.** The highest-ranking police officer of the Friendswood Police Department in attendance at any meeting of the City Council, shall be, and is hereby, designated and appointed as the Sergeant at Arms for such meeting.
- 2.11 Officers and Employees.** Any officer or employee of the city, when requested by the City Manager, shall attend any meeting of the Council and present information relating to matters before the Council.
- 2.12 Absences.** The City Council hereby delegates its duty to excuse absences of Councilmembers, the City Manager, the City Secretary, the City Attorney or any other officer or employee required to attend any meeting of the Council, whether such duty is imposed by Charter or these rules, to the Mayor.
- 2.13 Suspension of Rules.** Any provision of these rules not governed by the City Charter or Code may be temporarily suspended by the affirmative vote of a four or more members of the Council present.
- 2.14 Amendment of Rules.** These rules may be amended, or new rules adopted by the affirmative vote of four or more members of the Council.

3. TYPES OF MEETINGS

- 3.1 Regular Meetings.** Per Section 3.09 of the Charter, the City Council shall hold at least one regular meeting each month. Effective 2021, one (1) regular meeting shall be held in the Council Chambers of the City Hall, 910 S. Friendswood Drive, Friendswood, Texas, on the first Monday of each month, commencing at 5:30 p.m., unless otherwise directed by the City Manager, and/or the Mayor. The regular meeting shall end no later than 10:30 p.m.; however, its duration may be extended with the approval of a two-thirds ($\frac{2}{3}$) vote of the members of Council present at such meeting. In the event that the first Monday should fall on a holiday, the meeting shall be rescheduled as determined by the Mayor, and/or the City Manager.
- 3.2 Special Meetings.** Special meetings of the Council shall be called by the City Secretary upon the request of the Mayor, the City Manager, or three (3) members of the Council. In the event of a special called meeting, the City Secretary shall

notify each member of the Council. Special meetings may be held at City Hall, or another location, in compliance with Section 3.09 of the Charter.

- 3.3 Emergency Meetings.** In case of emergency or urgent public necessity, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor, the City Manager, or three (3) members of the Council and it shall be sufficient if the notice is posted in accordance with Chapter 551, Texas Government Code, as amended.

4. PRESIDING OFFICER AND DUTIES

- 4.1 Presiding Officer.** The Mayor, or in his/her absence, the Mayor Pro Tem, shall preside as the Presiding Officer at all meetings of the Council. In the absence of both the Mayor and Mayor Pro Tem, and with a quorum being present, any councilmember may be appointed by four or more members of the City Council present. No Councilmember shall be required to abstain from voting on the election of a Presiding Officer under this section
- 4.2 Call to Order.** The meetings of the Council shall be called to order by the Mayor, or in his/her absence the Mayor Pro Tem; and in the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Manager.
- 4.3 Preservation of Order.** The Presiding Officer shall (i) preserve order and decorum, (ii) prevent insulting references to Councilmembers, impugning of other member's motives, and repetitious comments and (iii) confine remarks to the question under discussion. The presiding officer shall call upon the Sergeant at Arms as necessary to enforce compliance with the rules contained therein.
- 4.4 Substitution for Chair.** The Mayor may call upon the Mayor Pro Tem, or if he/she is unavailable, then any other member to take his/her place for a portion of a meeting. Such substitution is not to continue beyond adjournment.
- 4.5 Points of Order.** The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, then questions shall be, "Shall the decision of the presiding officer be sustained? If four or more members present vote "No", the ruling of the Presiding Officer is overruled; otherwise, it is sustained.
- 4.6 Questions to be stated.** The presiding officer shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon the request of any member.

- 4.7 Call for Recess.** The presiding officer may call for a recess of up to fifteen minutes at regular intervals of approximately one hour at appropriate points in the meeting agenda.
- 4.8 Votes.** Councilmembers shall clearly indicate their vote on each matter submitted to a vote.
- (a)** The Mayor may make or second motions, and shall vote on all matters before the Council, unless otherwise prohibited by law, but shall have no power of veto.
 - (b)** The presiding officer shall have no power to recess a meeting, to adjourn a meeting, or to prevent the City Council from considering an agenda item or lay the same out for consideration except in strict accordance with Texas Open Meetings Act, the City Charter, and as enacted herein. If not withstanding the positive provisions of this rule, the presiding officer whether Mayor, Mayor Pro Tem, or Councilmember presiding, shall attempt to prevent City Council from taking any action on any agenda item brought before it, any Councilmember present may call for a vote of the City Council to consider the matter.
 - (c)** Except as otherwise provided by law or these rules, all action required of the City Council shall be made by a vote of four or more of the members of the Council; provided, however, if there is a vacancy on Council, action required of the City Council shall be made by majority of the active members of Council.
 - (d)** Excluding conflicts of interest as provided by state law or by City Charter, all Councilmembers present at each meeting must vote on each subject presented for Council vote. All votes must be taken in accordance with Section 3.10 of the Charter.

5. CODE OF CONDUCT

5.1 Councilmembers

- (a)** During Council meetings, Councilmembers shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to observe the rules of the Council.
- (b)** A Councilmember, once recognized, shall not be interrupted while speaking unless a point of order is raised by another member or the parliamentarian, or unless the speaker chooses to yield to questions from another member. If a Councilmember is called to order while he/she is speaking, he/she shall

cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed.

- (c) Any member of the City Council; including the Mayor, who fails to observe decorous and orderly behavior during a meeting or who disturbs a meeting of Council with such disorderly conduct, is subject to being expelled from such meeting upon motion passed by two-thirds ($\frac{2}{3}$) vote of the Council present at this meeting.
- (d) Any member of the City Council, including the Mayor, reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and disorderly behavior during a subsequent meeting and again disturbs any meeting of the Council by such disorderly conduct shall be subject to the same power of Council to reprimand him/her, expel him/her from the meeting, or subject such member to investigation by the City Council in accordance with Section 3.16 of the Charter.

5.2 Administrative Staff

- (a) Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Council and shall have no voice unless and until recognized by the Mayor or presiding officer.
- (b) While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and City employees are concerned, the City Manager also shall be responsible for the orderly conduct and decorum of all City employees under his/her direction and control.
- (c) All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof.
- (d) No staff member, other than a staff member having the floor, shall enter into a discussion either directly or indirectly without permission of the Mayor, or presiding officer.

5.3 Citizens

- (a) Citizens are welcome and invited to attend all meetings of the Council and will be admitted to the Council Chamber or other room in which the meeting is held, up to the fire safety capacity of the room and/or to protect the health, safety, and welfare of the public.
- (b) Citizens will refrain from private conversation in the Chamber, or other room, while the Council meeting is in session.

- (c) Citizens attending Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant at Arms is so directed by the Mayor or presiding officer, and such person shall be barred from further audience before the Council during that session of the Council.
- (d) Unauthorized remarks from the audience, stamping of feet, applauding, whistles, yells, and similar demonstration shall not be permitted and the presiding officer shall direct the Sergeant at Arms to remove such offenders from the room. In case the presiding officer shall fail to act, any member of the Council may move to require him/her to act to enforce the rules, and the affirmative vote of four or more members of the Council present shall require the presiding officer to act.
- (e) No placards, banners, exhibits of any kind will be permitted in the Council Chamber except exhibits, displays, and visual aids used in connection with presentations to the council, provided that such exhibits, displays and visual aids do not disrupt the meeting.

5.4 In General

- (a) **Rules.** Robert's Rules of Order (latest revision) shall govern in all cases, unless Robert's Rules of Order are in conflict with the City Charter, City ordinances, or rules of procedure hereby adopted, provided that the "Rules Governing Debate, Rules Against the Chair's Participation in Debates" shall not be applicable and the Mayor, or presiding officer, shall have the right to participate in debate of issues pending before the Council.
 - (1) Prior to any motion or debate concerning a posted agenda item, the City staff may present the Council with an overview of the item.
 - (2) Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate the state law or home rule charter, and provided that not less than two-thirds Councilmembers vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended.
- (b) **Recognition by presiding officer.** No person shall address the Council without first being recognized by the presiding officer.

- (c) **Procedure.** Each person addressing the Council shall approach the podium, give his/her name and address in an audible tone of voice for the records, state the subject the person wishes to discuss. All comments shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, directly or through a member of the Council, without permission of the presiding officer. No question may be asked a member of the City staff without the permission of the presiding officer.
- (d) **Charges against employees.** Should any person in a Council meeting charge an employee, other than the City Manager, the City Attorney, or the Municipal Court Judge, with improper conduct, malfeasance, nonfeasance, or misfeasance, then in such event, such person shall be ruled out of order immediately and instructed to refer his/her complaint to the City Manager.
- (e) **Disturbances.** No person attending any Council meeting shall delay, interrupt, or disrupt the proceedings or refuse to obey the orders of the presiding officer. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant at Arms is so directed by the presiding officer.
- (f) **Communication devices.**
 - (1) The use of wireless communication devices to send/receive text messages, instant messages, and/or emails between members of the City Council during Council meetings is prohibited.
 - (2) No person attending any Council meeting shall possess a pager, cellular telephone, radiotelephone, or other device that is set in a mode to provide audible notification of an incoming call, text, or page.
 - (3) No person attending any Council meeting shall use a cellular telephone, radiotelephone, or other telecommunication device for audible communications while the Council meeting is in session.

6. ORDER OF BUSINESS

- 6.1 **Agenda.** The order of business of each regular and special meeting shall be as contained in the agenda prepared by the City Manager. The agenda shall be a listing by topic of subjects to be considered by the Council. Placement of items on the agenda shall be governed by this Section. Conduct of business at special

meetings shall likewise be governed by an agenda and the rules of procedure contained herein. The placement of agenda items for each meeting is determined as follows:

- (a) Except as provided in subsection (b) of this section, any and all ordinances, resolutions, or other matters, including all written data, except emergency items, to be brought before the City Council for its consideration, by the Mayor or by any member of the Council, shall be submitted in writing to the City Secretary and/or City Manager not later than 2:00 p.m. of the Monday preceding the meeting at which the same is to be considered.
- (b) Information concerning liaison reports, which do not fall under Section 551.0415 of the Texas Government Code concerning reports about items of community interest for which no action will be taken, to be brought before the City Council by the Mayor or by any member of the Council shall be submitted in writing to the City Secretary and/or City Manager not later than 2:00 p.m. of the Wednesday preceding the meeting at which the same will be presented.
- (c) When an ordinance, resolution, motion, or other measure of any sort has been placed before the City Council and defeated, the same identical question shall not again be considered by the City Council until ninety (90) days have elapsed, unless the Council, by the vote of at least four (4) Councilmembers, waives this restriction as to the item.

The agenda order set out is the desired order for conducting the business of the City Council of the City of Friendswood in regular and special meetings. When in the best interest of the Council and the citizens of the City require, any item appearing on the agenda shall be considered out of order as shall be determined by the presiding officer in his/her sole discretion.

- 6.2** The order of the agenda shall be as follows unless the Mayor, or City Manager, determines that a different order is in the best interest of the City Council, and/or the citizens of the City:

- (a) **Call to Order.**
- (b) **Invocation.**
- (c) **Pledge of Allegiance.**
- (d) **Council Comments and Reports.**
 - (1) **Council Comments.** Each member of the Council will be given a five-minute time period to provide comments about items of

community interests, pursuant to Section 551.0415 of the Texas Government Code, which include:

- a. Expressions of thanks, congratulations, or condolences;
- b. Information regarding holiday schedules;
- c. An honorary or salutatory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a persons' public office of public employment is not an honorary or salutatory recognition;
- d. Reminder about an upcoming event organized or sponsored by the governing body;
- e. Information regarding a social, ceremonial, or community event organize or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official of the governing body; and
- f. Announcements involving an imminent threat to the public health and safety of people in the City that has arisen after the posting of the agenda.

- (2) **Council Reports.** The members of the Council may provide Liaison Reports that are items of community interest or that are posted in accordance with Section 551.041 of the Texas Government Code.

(e) **Public Comment.**

- (1) Any citizen shall have a reasonable opportunity to be heard at any and all regular or special meetings of the City Council in regard to any and all matters to be considered at any such meetings, or such other matters as citizens may wish to bring to Council's attention. Any matter not posted on the agenda may not be discussed by Council, nor shall any action be taken by Council, except to indicate that the matter may be placed on a later agenda.
- (2) Each speaker shall submit a card requesting the right to address the Council to the City Secretary prior to the commencement of the meeting.

(3) Each speaker shall be granted a three-minute time period to speak before the Council, and the Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate. Speakers may not pass their time.

(4) No electronic media is allowed for presentation during the public comment period. Information being presented to the Council should be in paper format and ten (10) copies should be provided to the City Secretary for distribution to the Council and staff.

(f) **Special Recognition and Acknowledgments.**

(g) **Committee or Special Reports.**

(h) **Work Session Topics.**

(i) **Public Hearings** – as called.

(1) *Sign in procedure.* Prior to the start of the public hearing, the Presiding Officer may require that all persons desiring to be heard sign in with the City Secretary, giving their names and addresses. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing, persons who have signed in and wish to be heard shall be given an opportunity to be heard.

(2) Each speaker that requests to speak at a public hearing shall be granted a five-minute time period to speak before the Council and the Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate. Speakers may not pass their time.

(3) *Presentations.*

a. Staff will present the Council with an overview of the public hearing.

b. The Person, Group, or Applicant of the item at hand shall be granted a 15-minute time period to give the Council a presentation. The Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate.

1. Any PowerPoint presentation must be received by the City Secretary not later than 5:00 p.m. of the Friday preceding the meeting at which the same is to be considered.

2. Information being presented to the Council should be in paper format and ten (10) copies should be provided to the City Secretary for distribution to the Council and staff.
- (4) No member of the Council, including the Mayor, shall be permitted to address the Council during a public hearing held by the Council or to address any board or commission of the City during a public hearing held by such board or commission.
- (j) **City Manager Reports.**
- (k) **Business Items.**
 - (1) Appointments;
 - (2) Services Agreements;
 - (3) Contracts; and
 - (4) Other as deemed appropriate by staff.
- (l) **Ordinances and/or Resolutions to be considered.**
- (m) **Consent Agenda.** The consent agenda may include routine matters which require no discussion (any member of the Council may remove an item from the consent agenda for discussion and possible action).
- (n) **Executive Session.**

The Council may retire into executive session as authorized by Chapter 551, Texas Government Code, as amended. Matters discussed during each Executive Session shall be identified by certified agenda or tape recorded, prepared, and retained as required by law.
- (o) **Action Related to Executive Session.**
- (p) **Adjournment.**

7. CONSIDERATION OF ORDINANCES, RESOLUTIONS AND MOTIONS

- 7.1 **Printed or Typewritten Form.** All ordinances and resolutions shall be provided to the Council in printed or electronic form. The Council may, by proper motion, amend any ordinance or resolution presented to it and direct that the amended ordinance or resolution be adopted, except as otherwise provided by the Charter or state law.

- 7.2 City Attorney to Approve.** All ordinances, resolutions, and contracts and amendments thereto shall be approved as to form by the City Attorney.
- 7.3 Distribution of Ordinances and Resolutions.** The City Manager or his/her designee shall provide electronic or paper copies of all proposed ordinances and resolutions to all members of the Council before or at the meeting at which the ordinance or resolution is to be considered.
- 7.4 Discussion, Consideration and Processing of Items:**
- (a) *Motion to table.* Since the City Council of the City of Friendswood will always have regularly scheduled meetings, a motion to table, when carried, does not permanently defeat an ordinance, resolution, motion, or other measure. If such ordinance, resolution, motion, or other measure is tabled by a majority vote of the City Council, such ordinance, resolution, motion, or other measure, if not sooner removed from the table, must be removed at the third meeting, and acted upon, even if only to place the item on the table again.
 - (b) *Procedure to debate.* Upon any ordinance, resolution or other measure being laid out, or any motion being made, any Councilmember present, before there is any debate opened on the subject, may make a parliamentary objection to the consideration of the subject which need not be seconded. No debate shall then be permitted, and the presiding officer shall immediately put the question, “shall the objection be sustained”? If the objection is sustained by a vote of two-thirds ($\frac{2}{3}$) of the Councilmembers present, the ordinance, resolution, motion, or other measure is permanently defeated for that meeting and shall not be debated unless reconsidered under Section 6.1.b of these rules.
 - (c) *Closing of debate.* If, during debate upon any ordinance, resolution, motion or other matter before the Council, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the presiding officer shall immediately ask the Council, “is there any objection to proceeding to a vote on the ordinance, resolution, motion, or other measure before the Council being taken immediately?” If any member objects, the presiding officer shall immediately and without debate put the question, “shall the subject being discussed be put to a vote, without debate?” to a vote of the Council, and if two-thirds ($\frac{2}{3}$) of the Councilmembers present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the ordinance, resolution, motion, or other measure taken immediately.
 - (d) *Reducing motion to writing.* All oral motions must be seconded before being put to vote by the chair (except where otherwise provided in these rules), and upon request of any other member of the Council, or Mayor, the

party making any such oral motion (except a motion to order a vote on a subject being considered per 7.4.c, or other such procedural matter) shall reduce the same to writing, or request the City Secretary to do the same.

- (e) *Vote Required.* An affirmative vote of the four (4) or more members of the Councilmembers present is necessary to adopt or approve any ordinance, resolution or take any official action in the name of the City except as otherwise provided in the Charter or by state law. Should the Charter or state law require more than four (4) Councilmembers to pass an item, the City Manager or the City Attorney shall notify the Council of such requirement prior to the vote.

8. CREATION OF COMMITTEES

- 8.1 Council Committees.** The Council may, as the need arises, authorize the appointment of the “ad hoc” Council committees. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority of the Council.
- 8.2 Citizen Boards, Commissions, and Committees.** The Council may create other committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the City Charter, Code or state law. Memberships and selection of members shall be as provided by the Council if not specified by the City Charter, Code or state law. Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a vote of four (4) members of the Council. No committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, Code or state law.

9. OATH OF OFFICE.

The Councilmembers elected to office shall take their oaths of office at the following meetings or as soon thereafter as possible:

- (a) At the Council meeting when the votes are canvassed for the general or special election, held on the election date on which the Councilmember ran or was to run (if unopposed); or
- (b) At the next regularly scheduled Council meeting if all Councilmembers running for office were unopposed and there was no special election.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2022-23.

Originating Department: Administrative Services

Degree of importance: Significant

Expenditure:	Appropriation	Amount Budgeted:	Source of Funds:

SUMMARY / ORIGINATING CAUSE

Based on Texas Constitution Article VIII, Section 21 and Tax Code Chapter 26, Texas' truth-in-taxation principles state "A taxing unit, other than a water district or small taxing unit which are covered by special provisions, must publish special notice and one public hearing before adopting a tax rate that exceeds the lower of the voter approval tax rate or the no new revenue tax rate; which could result in an increase of property taxes imposed by a taxing entity on properties taxed in, both, the current and preceding tax years.

On August 1, 2022, City Council took action to propose a tax rate of \$0.487314 per \$100 property valuation for 2022. The proposed tax rate exceeds the lower of the no new revenue tax rate or voter approval tax rate by 6.5 percent and would result in a tax revenue increase of approximately \$1,780,461 from properties taxed in, both, the current and preceding tax years. Also on August 1, 2022, City Council scheduled a public hearing on the proposed tax increase for September 12, 2022. As required by truth-in-taxation guidelines, the date, time and location of the meeting to adopt the tax rate will be announced at the public hearing.

A quarter-page advertisement of the notice of public hearing on tax increase was published in the Galveston Daily News on August 11, 2022. The notice explains the proposed change to the property tax rate and reflects the public hearing date. The notice is posted on the City's website and PEG channel.

*City Council may decide to move forward with proposing this rate or proposing a rate lower than this without having to publish any additional notice of 2022 tax year proposed property tax rate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

ATTACHMENTS

1. Notice of Public Hearing on Tax Increase

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.487314 per \$100 valuation has been proposed by the governing body of the City of Friendswood.

PROPOSED TAX RATE	\$0.487314 per \$100
NO-NEW-REVENUE TAX RATE	\$0.457421 per \$100
VOTER-APPROVAL TAX RATE	\$0.586836 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for the City of Friendswood from the same properties in both the 2021 tax year and the 2022 tax year. The voter-approval rate is the highest tax rate that the City of Friendswood may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Friendswood is proposing to increase property taxes for the 2022 tax year.

A public hearing on the proposed tax rate will be held on September 12, 2022 at 6:00 pm at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, Texas 77546.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Friendswood is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of the City of Friendswood at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE
CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:	Mayor Mike Foreman	Steve Rockey
	Sally Branson	Trish Hanks
	Robert J. Griffon	Brent Erenwert

AGAINST the proposal: John Scott

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Friendswood last year to the taxes proposed to be imposed on the average residence homestead by the City of Friendswood this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.487314	\$0.487314	increase of \$0.0000, or 0.00%
Average homestead taxable value	\$261,449	\$291,445	increase of \$29,996, or 11.47%
Tax on average homestead	\$1,274.08	\$1,420.25	increase of \$146.17, or 11.47%
Total tax levy on all properties	\$18,167,506	\$19,362,228*	increase of \$1,194,722, or 6.58%
* Total tax levy excludes revenue of approximately \$3,122,772 from properties with tax ceilings.			

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2022-2023 adopted on August 29, 2022.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On August 29, 2022, the City Council adopted the City of Friendswood's Budget for Fiscal Year 2022-2023. Pursuant to Section 102-007(c) of the Texas Local Government Code, the City Council must take a separate vote to ratify the property tax increase reflected in the budget. This vote is separate and distinct from the vote adopting the budget and the vote on the tax rate required by Chapter 26 of the Texas Tax Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Compliance with the State regulations and Truth-in-Taxation guidelines

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2022, and ending September 30, 2023, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2022, and ending September 30, 2023.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

According to the Texas Property Tax Code and the Texas Truth-in-Taxation Guidelines, the adoption of the tax rate must be a separate item on the City Council meeting agenda. The tax rate must be adopted by the affirmative vote of five members of the City Council.

The proposed tax rate of \$0.487314 is composed of the M&O rate at \$0.388560 and the debt rate at \$0.098754.

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Section 26.05(a) of the Texas Tax Code, requires tax rate adoption by September 30th or by the 60th day after the taxing unit receives the certified appraisal roll, whichever date is later, if adopting a tax rate that does not exceed the voter approval tax rate. Certified property tax values were received on July 26, 2022; making our required tax rate adoption date September 26, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the Truth in Taxation guidelines regarding tax rate adoption.

RECOMMENDATIONS

Staff recommends consideration of the required ordinance to adopt the 2022 tax rate.

ATTACHMENTS

1. Ordinance - Tax Rate

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX RATES FOR THE GENERAL FUND MAINTENANCE AND OPERATIONS AND FOR DEBT SERVICE FOR THE CITY OF FRIENDSWOOD FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the latter of September 30th or the 60th day after the date the City receives the certified appraisal roll, the City Council shall adopt a tax rate for the current tax year; and

WHEREAS, the City received the certified appraisal roll on July 26, 2022, making September 26, 2022, the required tax rate adoption date;

WHEREAS, the City's tax rate consists of the following two components:

1. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to pay debt service; and
2. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operations expenditures of the City for the next year; and;

WHEREAS, the proposed tax rate for debt service is \$0.098754 per \$100 valuation and the proposed the tax rate for maintenance and operation expenditures is \$0.388560 per \$100,00 valuation; and

WHEREAS, the combined tax rate of \$0.487314 exceeds the no-new revenue tax rate but not the voter-approval tax rate; and

WHEREAS, on September 12, 2022, prior to the passage of this ordinance, the City Council held a public hearing on the proposed tax rate in accordance with the Texas Tax Code affording adequate opportunity for proponents and opponents of the tax increase to present their views; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this ordinance have been timely and properly given and held;

WHEREAS, in adopting this ordinance, a Councilmember made the following motion:

I move that the property tax rate be increased by the adoption of a tax rate of \$0.487314, which is effectively a 6.5% percent increase in the tax rate;
and

WHEREAS, the vote on such motion was made by a record vote and passed by at least 5 members of the City Council; 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 found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2022, and ending September 30, 2023, an ad valorem tax rate of \$0.388560 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City on January 1, 2022, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of maintenance and operation expenditures.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.5 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$29.89.

Section 3, That the ad valorem tax rate of \$0.388560, as set forth in Section 2, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) assessed value of property located within the city limits of the City of Friendswood on January 1, 2022, as valued by the Harris County Appraisal District and the Galveston Central Appraisal District and made taxable by law.

Section 4. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2022, and ending September 30, 2023, an ad valorem tax rate of \$0.098754 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed value of all property, real, personal, and mixed, within the corporate limits of the City on January 1, 2022, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of debt service.

Section 5. The ad valorem tax rate of \$0.098754, as set forth in Section 4, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) assessed value of property located within the city limits of the City of Friendswood on January 1, 2022, as valued by the Harris County Appraisal District and the Galveston Central Appraisal District and made taxable by law.

Section 6: That the Tax Assessor and Collector of the City of Friendswood is hereby directed to assess, extend and enter upon the Tax Rolls of the City of Friendswood for the current year the amounts and rates herein levied, and to keep a current account of same. All collection of such taxes, as well as collection of taxes owed for prior years, to include penalty and interest thereof, shall be deposited in the official depository of the City of Friendswood to be distributed between the General Fund and the Debt Service on a basis determined by the percentage that each bear to the total tax rate.

Section 7. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 8. That in the event any clause phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed

each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 9. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED, and ADOPTED on first and final reading by the affirmative vote of the City Council this 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

RECORD VOTE		
COUNCILMEMBER	VOTED FOR	VOTED AGAINST
Mike Foreman, Mayor		
Steve Rockey		
Sally Branson		
Trish Hanks		
Robert J. Griffon		
John H. Scott		
Brent Erenwert		

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a zone classification change request to amend Specific Use Permit (SUP) 98-7 for NAICS Use #6111 "Elementary and Secondary Schools" to allow classroom and parking additions for Windsong Intermediate School located at 2100 W. Parkwood Ave., Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposal for the amendments to the site includes constructing six (6) new classrooms, demolishing and relocating the track, and adding driveways within the site to allow school traffic to stack within the property rather than on FM 528. These additions are part of the 2020 Bond program approved by the voters for Friendswood Independent School District (FISD).

Newspaper notices were published, property owner notices were mailed and a sign was posted on the property to notify residents and property owners of the public hearings.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The site is already developed with the school. The classroom additions will not affect neighboring properties. However, the reorganization of the traffic flow will aid in getting the majority of the traffic off of FM 528.

RECOMMENDATIONS

The Planning and Zoning Commission voted 6 to 0 (Commissioner Koerner was absent) in favor of the requested zone change. The full recommendation memo is attached.

ATTACHMENTS

1. Application_2100 W Parkwood Ave
2. Deed_2100 W Parkwood Ave
3. Final Plat_FISD Intermediate School Num_2
4. Ordinance 98-7
5. Future Land Use Map_2100 W Parkwood Ave

6. Aerial Map_2100 W Parkwood Ave
7. Location Map_2100 W Parkwood Ave
8. Zoning Map_2100 W Parkwood Ave
9. Rezoning Report Windsong SUP July 2022
10. Traffic Study_Windsong
11. SUP Plans_Windsong Intermediate School
12. PZ Rec Memo 2100 W Parkwoos Ave SUP 08-22-2022



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 2100 W Parkwood Ave, Friendswood, TX 77546

Platted Land – Plat Name: FISD Intermediate School #2 Lot: 1 Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Friendswood Independent School District Phone: 281-482-1267

Owner's Mailing Address: 302 Laurel Drive

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

Owner's Email Address: kdingell@fisd12.net

AGENT'S NAME : PBK Architects, Inc. Phone: 713-965-0608

Agent's Mailing Address: 11 Greenway Plaza, 22nd Floor

City: Houston State: TX Zip: 77046 Fax: 713-961-4571

Agent's Email Address: blanca.soto@pbk.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 Kim Dingell Digitally signed by Kim Dingell
DN: cn=Kim Dingell, ou=Friendswood Independent School District, email=Kim.Dingell@fisd12.net, c=US
Date: 2022.05.26 16:25:15-0500 Date: _____

Agent's Signature: Blanca Soto Digitally signed by Blanca Soto
DN: cn=Blanca Soto, ou=PBK Architects, email=Blanca.Soto@pbk.com, o=PBK Architects, C=US
Reason: I attest to the accuracy and integrity of this document
Date: 2022.05.30 16:07:04-0500 Date: _____

Received By: <u>BBennett</u>	Application Number: <u>2022-0044</u>
Date of Public Hearing: <u>8-11, 9-12</u>	Received Date: <u>7-5-2022</u>
Property Owner Notices: <u>7-29</u>	Newspaper Notice: <u>7-18</u>
	Sign on Property: <u>7-29</u>

149008

F-354
3-13-78
6

THE STATE OF TEXAS

COUNTY OF GALVESTON

D E E D

BOOK 2957 PAGE 115

DEED

Know all men by these presents that we Robert Clark Anderson and Dean F. Anderson, hereinafter called Grantors, for and in consideration of the sum of Fifty One Thousand Eight Hundred Forty and 60/100 (\$51,840.00) Dollars cash to us in hand paid by the Friendswood Independent School District, a public free school corporation of Galveston County, Texas, hereinafter called Grantees, the receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Friendswood Independent School District, its successors and assigns, the following described property situated in Galveston County, Texas:

All that certain tract or parcel of land shown as Reserve "A" on the Plat of WINDSONG SUBDIVISION (unrecorded), said WINDSONG SUBDIVISION being 207.227 acres of land in Galveston County, Texas, and consisting of a part of Lot 15 and all of Lot 16 of BURGESS SUBDIVISION out of Section 6, B.S. & F. Survey (George W. Patterson Survey, Abstract No. 645), according to the plat of said BURGESS SUBDIVISION recorded in Volume 119, Page 14, in the office of the County Clerk of Galveston County, Texas, also consisting of a certain tract of land out of the William Henry Survey, Abstract No. 84, being the same land conveyed to Thomas C. Edwards by Deed recorded in Volume 319, Page 519-521 in the office of the County Clerk of Galveston County, Texas, and said Reserve "A" being more particularly described by metes and bounds as follows:

COMMENCING at the point of intersection of the Northeast line of said B.S. & F. Survey, Section 6, and the existing Northerly right-of-way line of State Highway F.M. No. 528;

THENCE South 41 deg. 09 min. 15 sec. West, along and with said Northerly right-of-way line of F.M. 528, a distance of 1179.465 feet to a point for corner in the Southwest right-of-way line of Windsong Lane (60 feet wide); being the most Easterly corner and PLACE OF BEGINNING of the tract herein described;

THENCE continuing South 41 deg. 09 min. 15 sec. West, along and with the said Northerly right-of-way line of F. M. 528, a distance of 158.03 feet to an iron rod for corner;

D E E D
BOOK 2957 PAGE 416

THENCE North 89 deg. 17 min. 20 sec. West, a distance of 760.78 feet to an iron rod for corner on the West line of Burgess Subdivision also being the East line of the Mary Sloan Survey, Abstract 184, Galveston County, Texas;

THENCE North 9 deg. 42 min. 15 sec. East, along said West line of Burgess Survey and East line of Mary Sloan Survey, a distance of 505.80 feet to an iron rod for corner;

THENCE South 89 deg. 17 min. 20 sec. East, a distance of 404.98 feet to an iron rod for corner on the Westerly right-of-way line of Windsong lane (60 foot wide);

THENCE South 9 deg. 42 min. 15 sec. West, along said Westerly right-of-way line of Windsong Lane, a distance of 50.00 feet to an iron rod for corner;

THENCE South 48 deg. 50 min. 45 sec. East, along the Southwest right-of-way line of Windsong Lane, a distance of 508.59 feet to the PLACE OF BEGINNING of the tract hereby described.

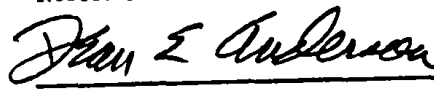
Containing 7.4058 Acres of land more or less.

The Grantors, specifically reserve and retain all mineral and royalty rights owned by them in the subject property, however, Grantors, their heirs or assigns shall have no right of surface exploration.

To have and to hold the above described property and premises, together with all and singular the rights and appurtenances thereto and in anywise belonging, with the reservation aforesaid, unto the said Friendswood Independent School District, its successors or assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises, with the reservation aforesaid, unto the said Friendswood Independent School District, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

Witness our hands this 13th day of March, 1978.

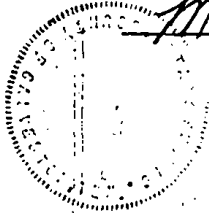

Robert Clark Anderson


Dean E. Anderson

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Robert Clark Anderson, 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.

Given under my hand and seal of office, this 13th day of March, 1978.

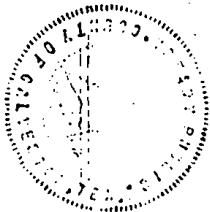


Dorothy Wall
Notary Public in and for
Galveston County, Texas
Dorothy Wall

THE STATE OF TEXAS
COUNTY OF GALVESTON

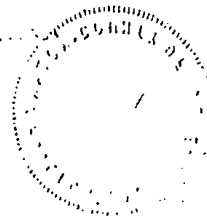
Before me, the undersigned authority, on this day personally appeared Dean E. Anderson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 13th day of March, 1978.



Dorothy Wall
Notary Public in and for
Galveston County, Texas
Dorothy Wall

DEED
BOOK 2957 PAGE 418



149008

FILED FOR RECORD
MAR 15 9 39 AM 1978

gibbs
COUNTY CLERK, GARFIELD COUNTY, TEXAS

Return to Superior Title Co. Inc.
P. O. Box 205
Fredericktown, Texas 77640

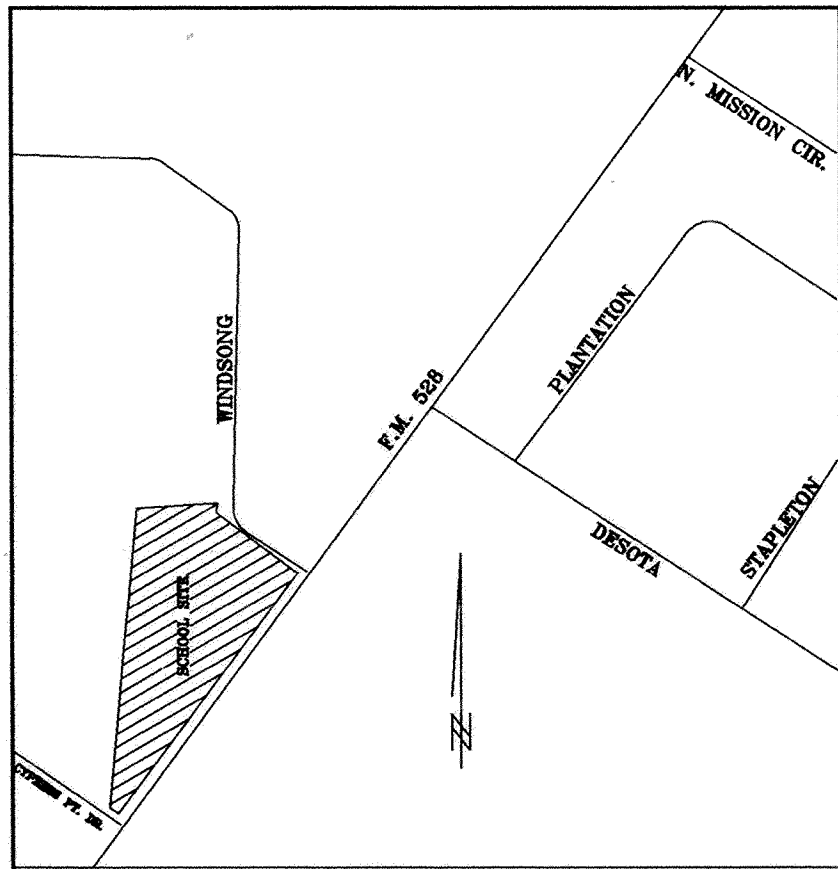
Closer: *D. Wall*
CF # *F-354* Buyer: *Friendwood, Ltd*

STATE OF TEXAS COUNTY OF GARFIELD
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 record books of Garfield
County, Texas as shown by the index.



MAR 15 1978

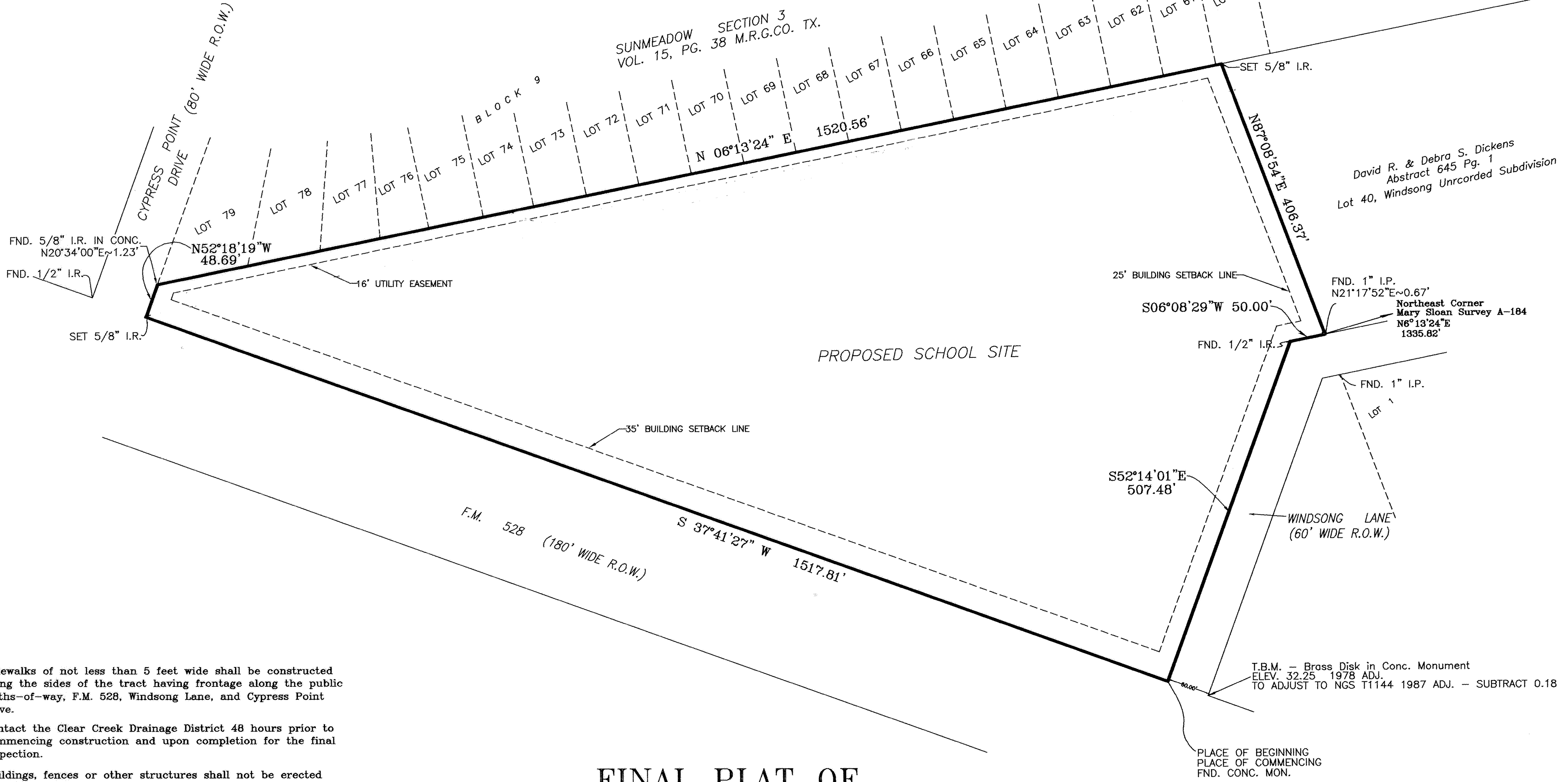
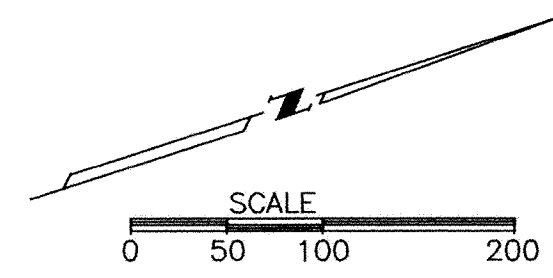
J. L. Humphrey Jr.
COUNTY CLERK, Garfield County, Texas



VICINITY MAP
NOT TO SCALE

* LEGEND *

ASPH. ASPHALT
CONC. CONCRETE
C/O CENTERLINE
CMP. CORRUGATED METAL PIPE
E. ELECTRICITY
F.H. FIRE HYDRANT
F.L. FLOWLINE
FND. FOUNDATION
G.V. GAS VALVE
G. GAS METER
I.P. IRON PIPE
L.P. LIGHT POLE
M. MANNING
P. POWER (OVERHEAD)
P.T. POWER & TELEPHONE (OVERHEAD)
R.C.P. REINFORCED CONCRETE PIPE
S.P. SERVICE PIPE
T.M. TEMPORARY BENCH MARK
T.C. TOP CURB
T.M. TOP IRON
W. WATER METER
W.V. WATER VALVE



Sidewalks of not less than 5 feet wide shall be constructed along the sides of the tract having frontage along the public rights-of-way, F.M. 528, Windsong Lane, and Cypress Point Drive.

Contact the Clear Creek Drainage District 48 hours prior to commencing construction and upon completion for the final inspection.

Buildings, fences or other structures shall not be erected in CCDD right-of-ways or drainage easements.

The Detention and drainage facilities are to be maintained by the property owner.

All drainage facilities shall have erosion control established upon completion. Contractor to provide the District with proposed grass type, application rate and method for approval prior to commencing work.

GENERAL INFORMATION

1. FLOOD STATEMENT:
BASED ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485468-0005 D. DATED JUNE 3, 1988, THE TRACT HEREBY SURVEYED LIES WHOLLY WITHIN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

NOTE: THIS STATEMENT IS BASED ON THE SCALED LOCATION OF "SAID SURVEY" ON THE ABOVE REFERENCED MAP. THIS INFORMATION IS TO BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOOD CONDITIONS.

2. BEARINGS BASED ON TEXAS DEPARTMENT OF TRANSPORTATION MAP OF F.M. 528 (SOUTH 37°41'27" WEST) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF F.M. 528.

3. NO TITLE COMMITMENT FURNISHED AT THE TIME OF THIS SURVEY.

4. T.B.M. - BRASS DISK IN CONC. MONUMENT @ SOUTHEAST INTERSECTION OF F.M. 528 & WINDSONG LANE - ELEV. 32.25 1978 ADJ.

5. ZONING DISTRICT SFR SPECIAL USE PERMIT ORDINANCE NO. 98-7

6. FLOOD INFORMATION:
Minimum Floor Elevation on these lots is 37.10 feet MSL as defined by the NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" COMMUNITY PANEL NO. 485468-0005D dated JUNE 3, 1988

7. NO PIPELINE EASEMENTS EXIST ON THIS SITE.
8. Detention Ponds to be maintained by owner.

I, J. GARLYN RAINWATER, DO HEREBY CERTIFY THIS PLAT CORRECTLY REPRESENTS A BOUNDARY 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 THIS SURVEY. THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.
WITNESS MY HAND AND SEAL THIS 5 DAY OF May, 1998.
J. GARLYN RAINWATER REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4722



FINAL PLAT OF
FISD INTERMEDIATE SCHOOL #2
(1 LOT)

A REPLAT OF
LOTS 12 & 15, AND A PORTION
OF A 40' WIDE PLATTED ROAD IN
THE BURGESS SUBDIVISION
MARY SLOAN SURVEY A-184, RECORDED IN
VOLUME 119, PAGE 14, DEED RECORDS,
GALVESTON COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF GALVESTON

I, PATRICIA RITCHIE, CLERK OF THE COUNTY COURT OF GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICITY WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 1998, AT _____ O'CLOCK _____ M. AND

DULY RECORDED ON _____, 1998, AT _____ O'CLOCK _____ M., ON PLAT NUMBER _____, PAGE _____, IN THE PLAT RECORDS FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, THE DAY AND DATE LAST ABOVE WRITTEN.

PATRICIA RITCHIE, CLERK, COUNTY COURT, GALVESTON COUNTY, TEXAS
BY: _____ DEPUTY

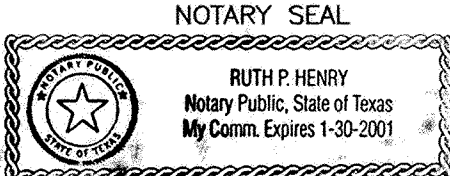
APPROVED this 21st day of July, 1998,
City Engineer, City of Friendswood, Texas
Mickiel G. Hodge, City Engineer

APPROVED this 21st day of July, 1998, by the Planning and Zoning Commission of the City of Friendswood, Texas.
William R. Finger, Chairman
Planning and Zoning Commission

STATE OF TEXAS §
COUNTY OF Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared William Finger, Chairman of Planning and Zoning Commission, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of the City of Friendswood, Texas

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 21st day of July, 1998
Ruth P. Henry, Development Coordinator
Notary Public in and for the State of Texas
My Commission Expires 1-30-2001



STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, acting by and through the undersigned, its duly authorized agent, is the sole owner of a tract of land located in the MARY SLOAN SURVEY ABSTRACT 184, City of Friendswood Galveston County, Texas, according to the deed recorded in Deed Records of Galveston County, Texas, and being more particularly described as follows:

BEING 16.9255 acres or 737,273 square feet of land being all of a call 7.4058 acre tract as described in a deed to Friendswood Independent School District, and being out of Lots 12 and 15 along with a portion of a 40 foot wide platted road as shown on a Plat of the Burgess Subdivision of Section 6, 85&8" as recorded in Volume 119 Page 14 of the Deed Records of Galveston County, Texas (Bearings based on Texas Department of Transportation Map of FM 528, South 37°41'27" West along the Westerly Right of Way line of FM 528) said 16.9255 acres being more particularly described as follows:

BEGINNING at a concrete monument in the Westerly Right of Way line of FM 528 (180 foot wide Right of Way with the Southerly Right of Way line of Windsong Lane (60 foot Right of Way);

THENCE South 37° 41'27" West along the Westerly Right of Way line of FM 528 a distance of 1,517.81 feet to a 5/8 inch iron rod set for corner in the Northerly Right of Way line of Cypress Point Drive (80 foot Right of Way) as shown in a Plat of Sunmeadow Section 3, recorded in Volume 15, Page 38, of the Map Records of Galveston County;

THENCE North 52° 18'19" West along the Northerly Right of Way line of Cypress Point Drive a distance of 48.69 feet to a point for the most Southerly corner of Lot 79, Block 9 of said Sunmeadow Section 3, from said point a 5/8 inch iron rod in concrete was found bearing North 20°34'00" East, 1.23 feet;

THENCE North 06° 13' 24" East, along the Easterly line of said Block 9, a distance of 1,520.56 feet to a 5/8 inch iron rod set for corner;

THENCE North 87° 08' 54" East, along the Northerly line of said 7.4058 acre tract, a distance of 406.37 feet (call 404.98 feet) to a point for corner in the Westerly Right of Way line of said Windsong Lane, from said point a 1 inch iron pipe was found bearing North 21° 17' 52" East, 0.67 feet;

THENCE South 06° 08' 29" West along the Westerly Right of Way line of said Windsong Lane a distance of 50.00 feet to a 1/2 inch iron rod found for an angle point;

THENCE South 52° 14' 01" East, along the Southerly Right of Way line of Windsong Lane, a distance of 507.48 feet (call 508.59 feet) to the PLACE OF BEGINNING.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as FISD Intermediate School # 2, an addition to the City of Friendswood, Galveston County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys, and rights-of-way are hereby dedicated in fee simple to the City of Friendswood for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Friendswood Texas.

Curtis Wilson, Facilities Director

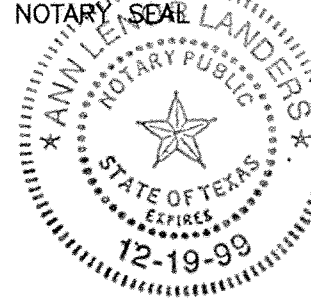
STATE OF TEXAS §
COUNTY OF Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared Curtis Wilson of Friendswood Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 5th day of May, 1998.

Notary Public in and for the State of Texas

My Commission Expires: 12/19/99



NO BUILDING PERMIT MAY BE OBTAINED PRIOR TO APPROVAL OF DRAINAGE DESIGN BY THE CLEAR CREEK DRAINAGE DISTRICT

CLEAR CREEK DRAINAGE DISTRICT APPROVAL

Supervisor Date 5/5/98

Supervisor Date 5-5-98

FINAL PLAT
FISD INTERMEDIATE SCHOOL #2

16.925 ACRES
IN
MARY SLOAN SURVEY A-184
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

Job Number 099-02

OWNER: Friendswood Independent School District
302 Laurel Street
Friendswood Texas 77546
PHONE (281) 482-1287

SURVEYOR: FOSTER - RAINWATER AND ASSOCIATES
4202 ALLEN ROAD
PEARLAND, TEXAS 77584
281-489-0189 FAX: 281-489-0404

PLAT PREPARED BY: CENTURION CONSULTING GROUP
Planners, Engineers, Construction Managers
9000 GULF FREEWAY, SUITE 250
HOUSTON, TEXAS 77017
PHONE (713) 943-7079 FAX (713) 943-7844

May 5, 1998

ORDINANCE NO. 98-7

AN ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PLANNING AND ZONING COMMISSION RECOMMENDATION REGARDING THE REQUEST FOR A SPECIFIC USE PERMIT FOR 16.9225 ACRES LOCATED AT F.M. 528 AND WINDSONG OUT OF LOTS 12 AND 15, SECTION 6,B,S & F SURVEY, BURGESS ADDITION, GALVESTON COUNTY, TEXAS, SINGLE FAMILY RESIDENTIAL (SFR) FOR A SPECIFIC USE PERMIT-SCHOOL (SUP-SCHOOL), AMENDING THE ZONING DISTRICT MAP OF THE CITY AS ADOPTED BY ORDINANCE NO. 84-15;AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000. FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, record owner Friendswood Independent School District, has requested a SPECIFIC USE PERMIT for 16.9255 acres of property located at F.M. 528 and Windsong, out of lots 12 and 15, section 6,B,S & F Survey, Burgess Addition, Galveston County, Texas, situated within the corporate limits of the City of Friendswood, Texas; and

WHEREAS, said tract of land presently has a zoning classification of SINGLE FAMILY RESIDENTIAL (SFR) pursuant to Ordinance no. 84-15, passed and approved the 19th day of November 1984, same being the City of Friendswood Zoning Ordinance; and

WHEREAS, Record Owner/Agent for said property, has made application to the City of Friendswood to request a SPECIFIC USE PERMIT-SCHOOL (SUP-SCHOOL), as authorized by the City's Zoning Ordinance; and

WHEREAS, the Planning and Zoning commission and the City Council of the City of Friendswood have conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for change in zoning classification; and

WHEREAS, the Planning and Zoning Commission has recommended APPROVAL and the City Council now deems it appropriate to APPROVE such requested change in classification;

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 zoning classification of that certain property located at F.M. 528 and Windsong, 16.9255 acres, out of Lots 12 and 15, Section 6 B, S & F Survey, Burgess Addition, Galveston County, Texas, is hereby changed to SPECIFIC USE PERMIT-SCHOOL, (SUP-SCHOOL).

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the zoning classification of the above described property, Friendswood, Galveston County, Texas as provided in Section 2, hereof, with the appropriate reference thereon to the number and effective date of the ordinance and brief description of the nature of the change.

Section 4. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification for property located at F.M. 528 and Windsong, 16.9255 acres ALSO KNOW AS BEING OUT OF LOT 12 AND 15, SECTION 6, B, S & F SURVEY, BURGESS ADDITION, Galveston County, Texas as described by the metes and bounds in attached Exhibit "A".

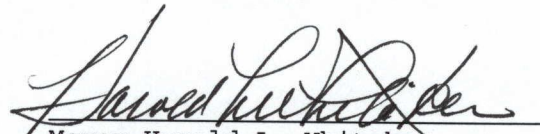
Section 5. This Specific Use Permit shall become null and void after a period of two (2) years after the date of issuance unless construction or use is substantially underway during said two-year period, or unless an extension of time is approved by City Council.

Section 6. Any person who shall violate any provision, of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in the amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

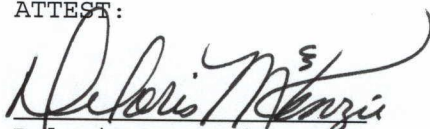
Section 7. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjusted invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this 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 thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED ON FIRST READING THIS 16th DAY OF March, 1998.

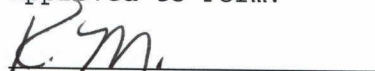
PASSED, APPROVED, AND ADOPTED ON SECOND AND FINAL READING THIS 6th DAY OF April, 1998.


Mayor Harold L. Whitaker
City of Friendswood

ATTEST:


Deloris McKenzie, TRMC
City Secretary

Approved to Form:


City Attorney

MOTION: MEL AUSTIN
2ND: ALINE DICKEY
APPROVED: UNANIMOUSLY

DESCRIPTION

Of 16.9255 acres or 737,273 square feet of land being all of a call 7.4058 acre tract as described in a deed to Friendswood Independent School District, and being out of Lots 12 and 15 along with a portion of a 40 foot wide platted road as shown on a plat of the Burgess Subdivision of Section 6, B. S. & F. Survey as recorded in Volume 119, Page 14 of the Deed Records Galveston County, Texas (bearings based on Texas Department of Transportation Map of FM 528, South 37°41'27" West along the Westerly Right-Of-Way line of FM 528) said 16.9255 acres being more particularly described by metes and bounds as follows;

BEGINNING at a concrete monument in the Westerly Right-Of-Way line of FM 528 (180 foot wide Right-Of-Way) with the Southerly Right-Of-Way line of Windsong Lane (60 foot wide Right-Of-Way);

THENCE South 37°41'27" West along the Westerly Right-Of-Way line of FM 528 a distance of 1,517.81 feet to a 5/8 inch iron rod set for corner in the Northerly Right-Of-Way line of Cypress Point Drive (80 foot wide Right-Of-Way) as shown in a plat of Sunmeadow Section 3, recorded in Volume 15, Page 38, of the Map Records of Galveston County, Texas;

THENCE North 52°18'19" West, along the Northerly Right-Of-Way line of Cypress Point Drive a distance of 48.69 feet to a point for the most Southerly corner of Lot 79, Block 9 of said Sunmeadow Section 3, from said point a 5/8 inch iron rod in concrete was found bearing North 20°34'00" East, 1.23 feet;

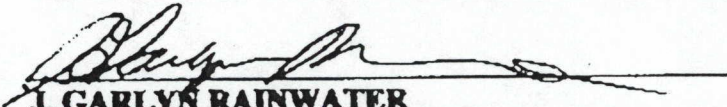
THENCE North 06°13'24" East, along the Easterly line of said Block 9, a distance of 1,520.56 feet to a 5/8 inch iron rod set for corner;

THENCE North 87°08'54" East, along the Northerly line of said 7.4058 acre tract, a distance of 406.37 feet (call 404.98 feet) to a point for corner in the Westerly Right-Of-Way line of said Windsong Lane, from said point a 1 inch iron pipe was found bearing North 21°17'52" East, 0.67 feet;

THENCE South 06°08'29" West along the Westerly Right-Of-Way line of said Windsong Lane a distance of 50.00 feet to a 1/2 inch iron rod found for an angle point;

THENCE South 52°14'01" East, along the Southerly Right-Of-Way line of Windsong Lane, a distance of 507.48 feet (call 508.59 feet) to the **PLACE OF BEGINNING**.

WITNESS MY HAND AND SEAL THIS THE 29TH DAY OF DECEMBER, 1997.


J. GARLYN RAINWATER

Registered Professional Land Surveyor No. 4722

FOSTER-RAINWATER & ASSOCIATES SURVEYING

4202 ALLEN ROAD

PEARLAND, TEXAS 77584

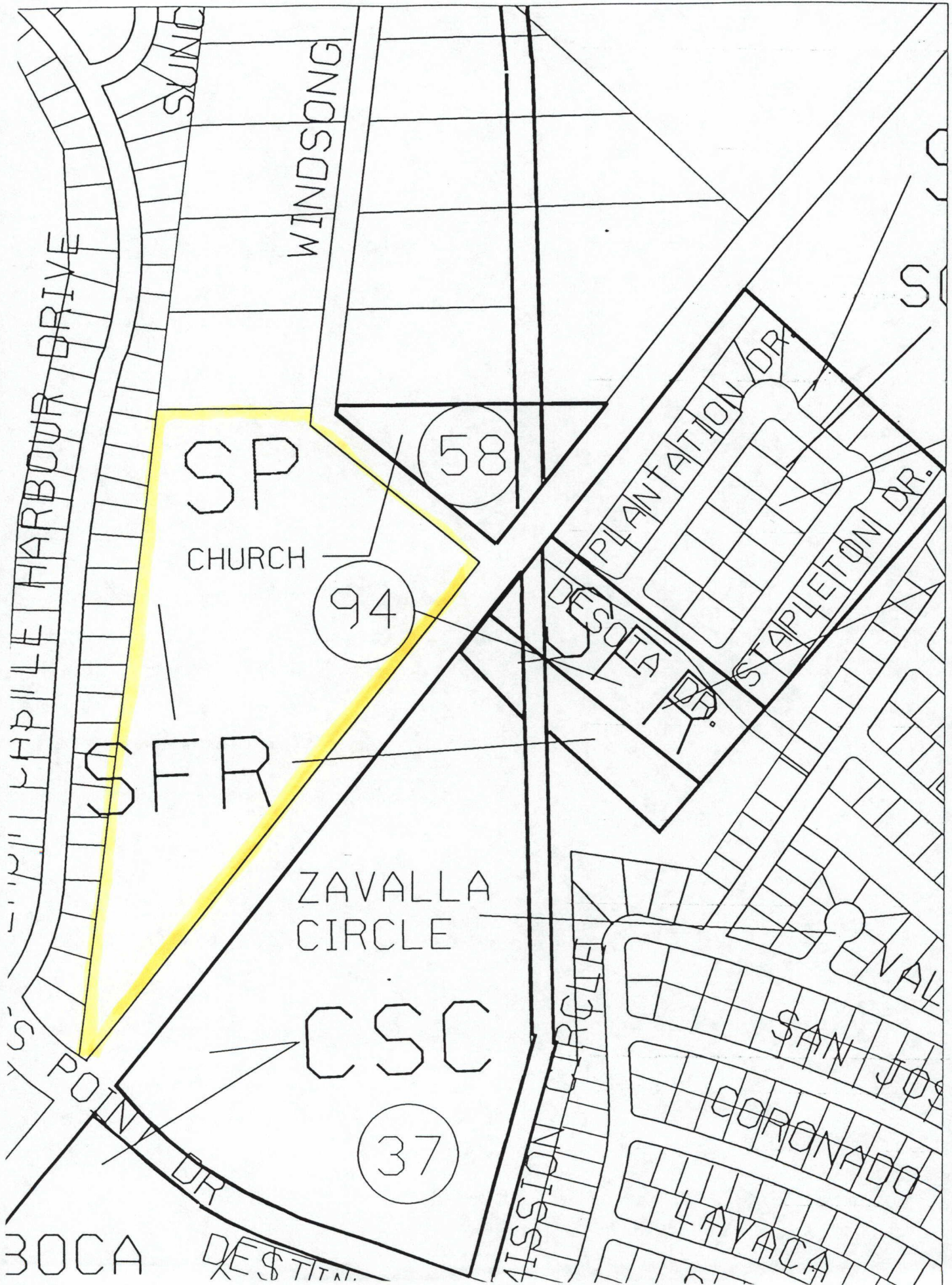
PHONE: (281) 489-0189

FAX: (281) 489-0404

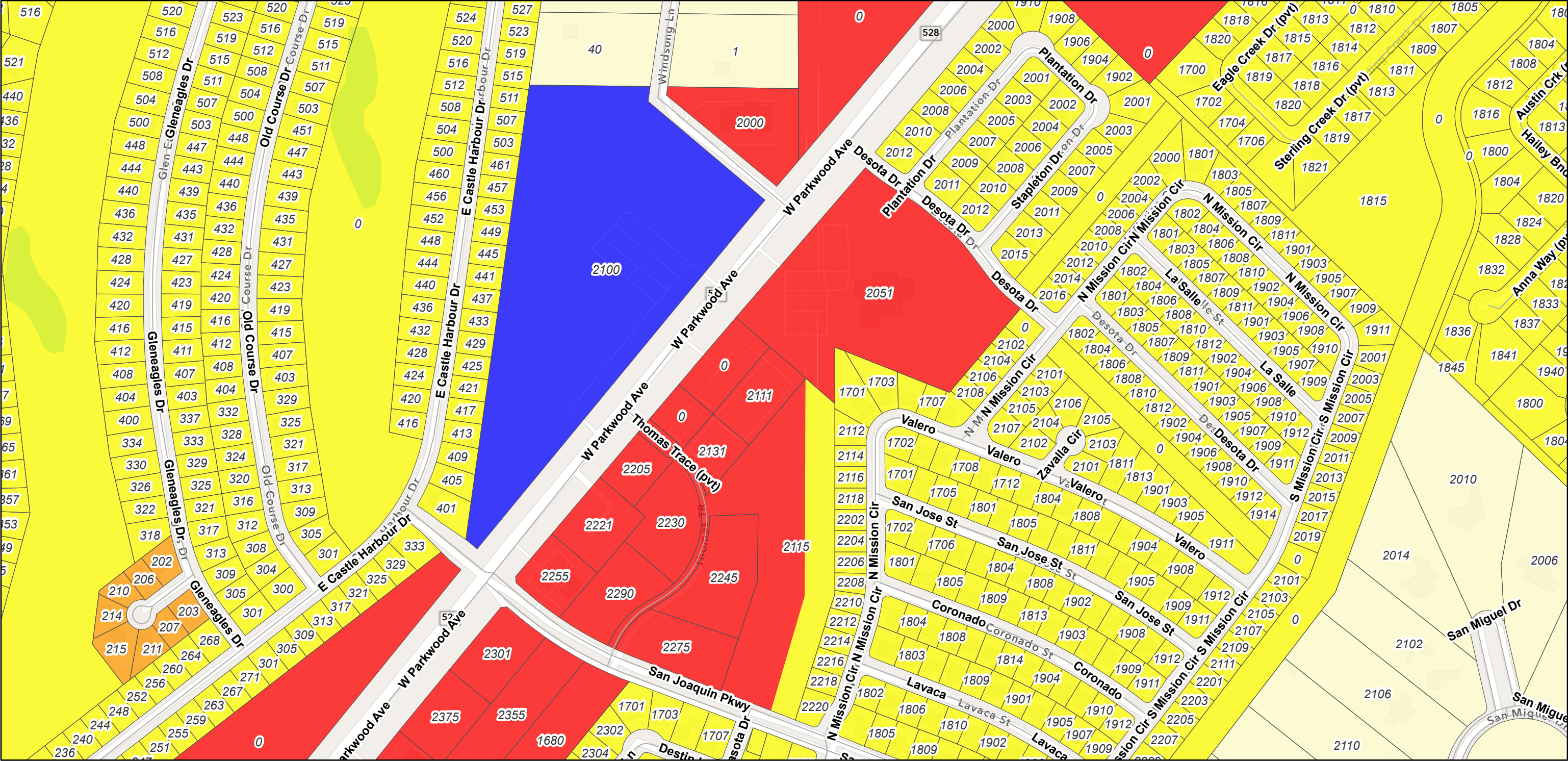


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Friendswood, Texas



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- City Limits

Streets

Parcels
- Parcels Owner Information

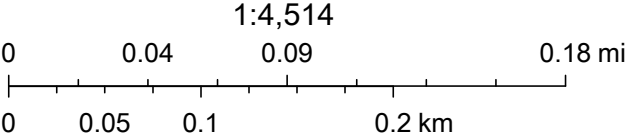
Future Land Use Adopted 2021

SFR- Estate

Low Density
- High Density Residential

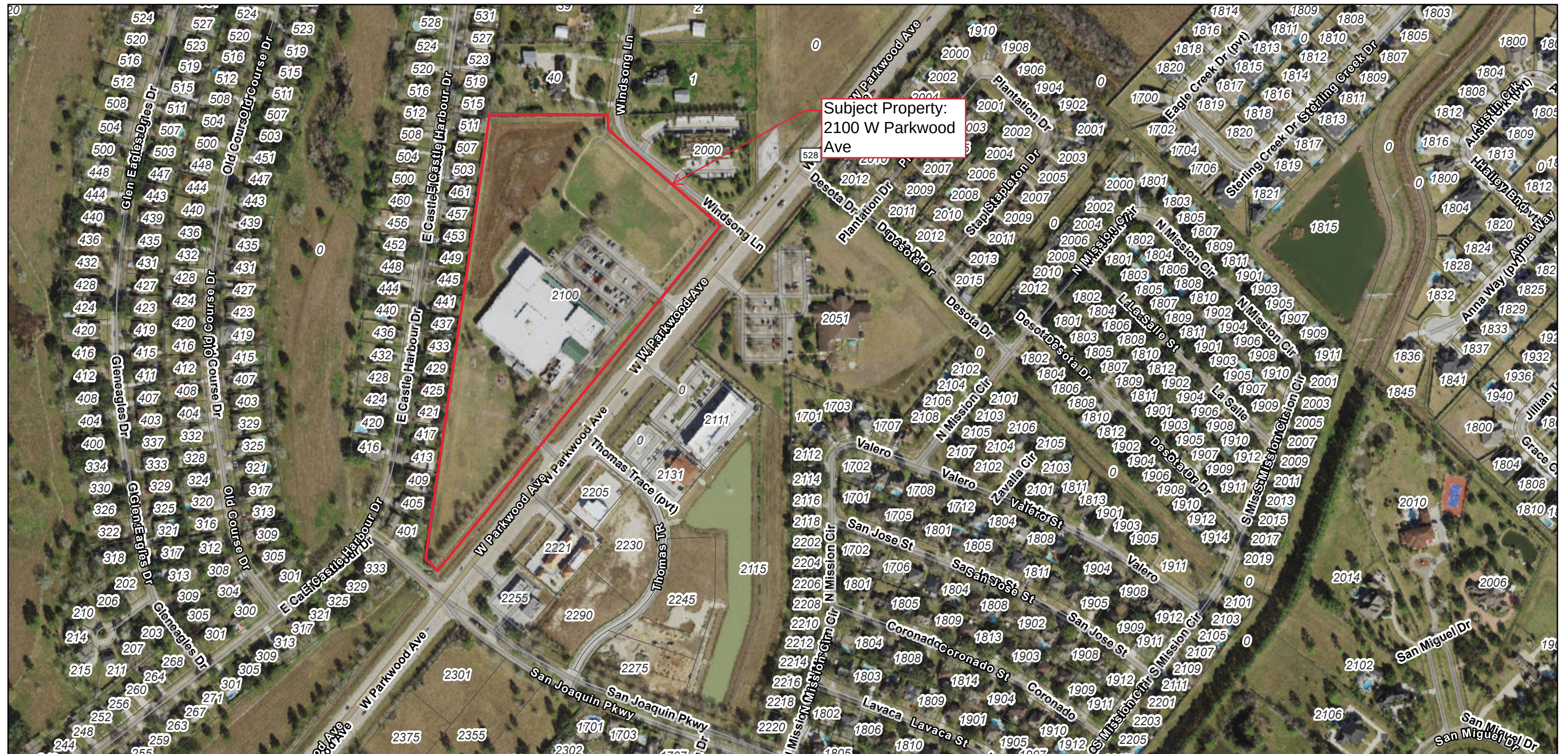
Retail

Public and Semi-Public



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Friendswood, Texas



7/19/2022, 11:58:53 AM



City Limits

Streets

Parcels

Parcels Owner Information

1:4,514

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

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City of Friendswood Staff

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Friendswood, Texas



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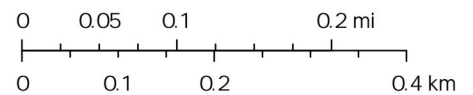
 City Limits

 Streets

 Parcels

Parcels Owner Information

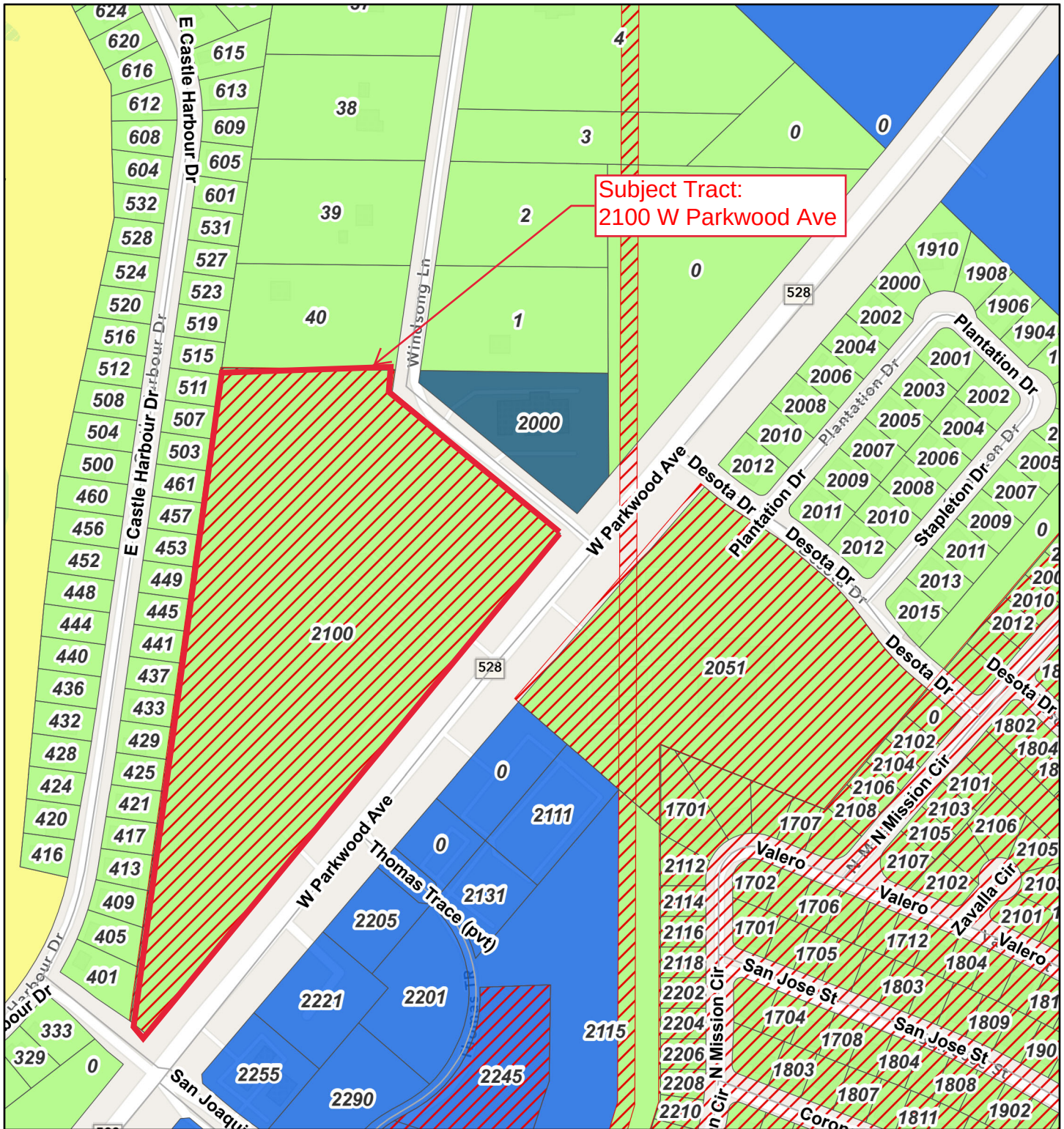
1:9,028



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City of Friendswood Staff

Friendswood, Texas



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 City Limits

Streets

Parcels

Parcels Owner Information

Specific Use Permits

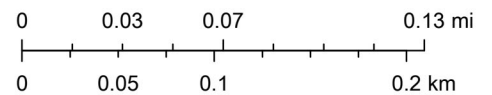
Zoning of Parcels

CSC

NC

PUD

SFR



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City of Friendswood Staff

Rezoning Report

July 2022

Project: FISD Windsong Intermediate School

Address: 2100 W. Parkwood Ave.

Legal: 16.925 acres located at 2100 W. Parkwood Ave., also known as Lot 1 in the Final Plat of FISD Intermediate School #2, being all of a call 7.4058 acre tract as described in a deed to Friendswood Independent School District, an being out of Lots 12 and 15 along with a portion of a 40 foot wide platted road as shown on a Plat of the Burgess Subdivision of Section 6, BS&F as recorded in Volume 119, Page 14 of the Deed Records of Galveston County, Texas

Request: Zone classification change request to amend Specific Use Permit (SUP) 98-7 for NAICS Use #6111 Elementary and Secondary Schools for an addition to the Windsong Intermediate school site (underlying Single Family Residential (SFR)) will remain)

Zoning Ordinance, Appendix C

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.
 7. *Time limit.* A specific use permit issued under this section shall expire two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. However, where the development is based on a long-term, multi-phased master plan, the specific use permit issued under this section shall have no expiration date. Further, any substantive change to the master plan shall require an amendment to the specific use permit.
 8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
 - a. The specific use permit was obtained or extended by fraud or deception; or
 - b. That one or more of the conditions imposed by the permit has not been met or has been violated.
 9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.

Existing Use/Site Attributes:

Windsong Intermediate School is already located at this site. In 2020, voters approved a bond for the school district and part of that bond project included changes to the intermediate school: 6-classroom addition including storage to address anticipated growth.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential / Specific Use Permit (98-7). The original SUP Ordinance 98-7 was approved on April 6, 1998, which approved the school use.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is completely bordered by tracts that are zoned Single Family Residential (SFR). The tract across Windsong Lane is zoned Neighborhood Commercial (NC).

Platting Analysis:

The property is platted as Final Plat of FISD Intermediate School #2 (1998).

Planning Analysis:

The current zoning of Single Family Residential (SFR) allows NAICS Use #6111 Elementary and Secondary Schools with a Specific Use Permit (SUP).

Notice of the public hearings was published in the newspaper; a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The existing school is compliant with the 2021 Future Land Use Map which identifies the site as a “Public and Semi-Public” use.

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

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

City of Friendswood water and sewer services are existing and available.

Access:

The property has existing direct access from West Parkwood Ave (FM 528).

Park/Open Space:

Parkland Dedication does not apply.

TRAFFIC STUDY

Project:

Friendswood ISD Windsong Intermediate School

In Friendswood, Texas

Prepared for:

City of Friendswood

On behalf of:

Friendswood ISD

Prepared by:



Hunter W. Lemley, P.E., PTOE



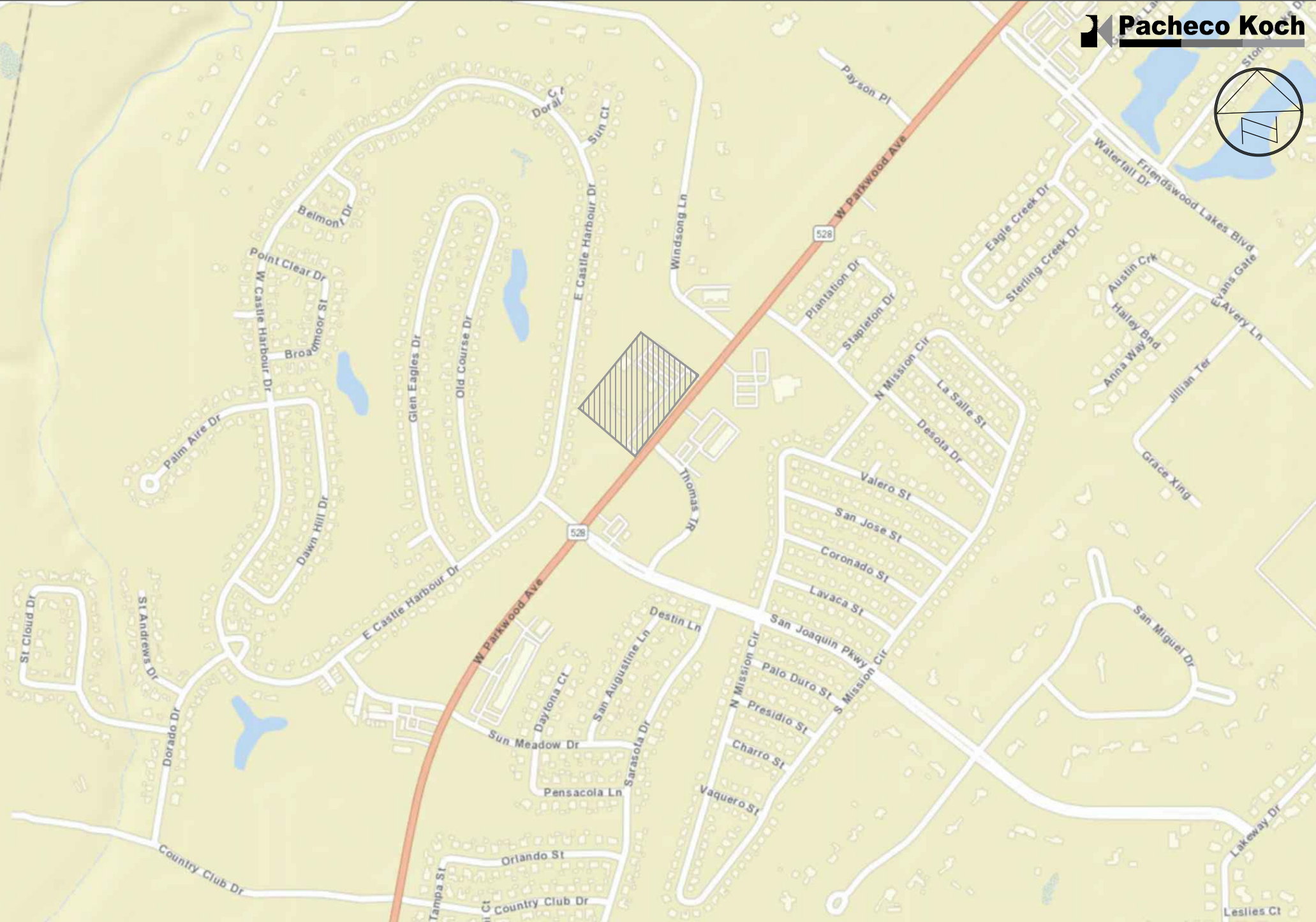
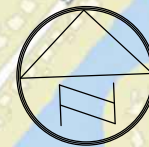
20329 State Highway 249, Suite 350

Houston, Texas 77070-2623

(281) 883-0103 www.pkce.com

TX.REG: ENGINEERING FIRM F-469

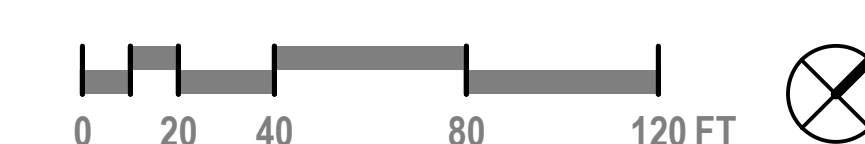
TX. REG. SURVEYING FIRM LS-100080-00



Site Location Map

Windsong Intermediate School, Friendswood, Texas

PK #4958-22.170 (DAC: 04/28/22)



TRAFFIC STUDY
Friendswood ISD Windsong Intermediate School
Friendswood, Texas

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Parking	3

LIST OF TABLES:

- Table 1. Projected AM Drop-off and PM Pick-up Data Summary
Table 2. Existing/Projected Parking Demand/Supply Summary

LIST OF EXHIBITS:

- Exhibit 1. Site Location and Study Area Map
Exhibit 2. Traffic Management Plan

INTRODUCTION

The services of **Pacheco Koch** (PK) were retained on behalf of **Friendswood ISD** to prepare a Traffic Study for the existing *Friendswood ISD Windsong Intermediate School* located along FM 528, just north of San Joaquin Parkway in Friendswood, Texas. A proposed site plan for the Project, prepared by PBK Architects, and a site location map (**Exhibit 1**) are provided at the beginning of this report.

At the request of the City of Friendswood, this Traffic Study was prepared by traffic engineers at Pacheco Koch (the “Engineer”) in accordance with industry and local standards. Pacheco Koch is a licensed engineering firm based in Houston, Texas, that provides professional engineering and related services.

Project Description

Friendswood ISD is proposing to construct a 6-classroom addition as well as additional parent stacking and parking spaces. The school projects to have an increase in enrollment from 650 students to 782 students of Grades Pre-Kindergarten through 5th. The existing attendance zone will be in place, however minor adjustments may materialize and, therefore, has not been finalized. Vehicular access will be provided by two driveways along FM 528.

Study Parameters

The study parameters used in this Traffic Study are based upon the requirements of the City of Friendswood and are consistent with the standard industry practices used in similar studies.

The purpose of this report is to estimate the incremental impact to the on-site circulation patterns caused by the proposed improvements for the existing school.

SITE CIRCULATION AND TRAFFIC MANAGEMENT

Vehicular Traffic

Off Site

All information provided below is representative of worst-case scenario of the PM Peak Hour Pick-up period. Based on the experience of Pacheco Koch, all recommendations for the PM Peak Hour Pick-up period will accommodate the AM Peak Hour Drop-off Period unless otherwise noted.

The School will have two vehicular access points along FM 528. The northernmost driveway will serve as inbound for internal circulation and the southernmost driveway will serve as outbound for internal circulation. Buses will travel to the area south of the building before parent queuing begins. Buses will then exit before parent pick-up begins, as well. Parent queueing will occur east of the school building and will then to the southernmost driveway to exit the site. Lane width will be sufficient to allow a two line of vehicles queuing through the loop (As shown in **Exhibit 2**). Buses will utilize the northern internal loop for loading and unloading of students. **Exhibit 2** depicts the on-site traffic circulation and the available queue areas.

All driveways and entrances into the campus will provide fire lanes throughout the site.

Based upon data collection from the existing campus, the maximum number of vehicles present on site at the same time on a typical school day at PM Drop-off period was approximately 64 vehicles with the school's enrollment to be approximately 650 students. Parent queuing occurred within site and spilled onto FM 528 back to DeSota Street. With an enrollment of 782 students for this traffic study, the projected maximum number of vehicles present on site at the same time on a typical school day at PM Drop-off period for this study would be 77 vehicles. The total number of parent vehicles and the maximum parent vehicle queue are presented below in **Table 1**. The traffic management plan diagram provided in **Exhibit 2** depicts stacking for a capacity for 89 vehicles for the PM Drop-off period.

Entering and Exiting Traffic Attendance Zone Projections

Based on observations from the existing campus, 5% of students will walk to the school campus, 45% will arrive by parent vehicle, and 50% of students will arrive by bus.

Table 1. Projected AM Drop-off and PM Pick-up Data Summary

<u>PM Pick-up</u>	<u>% of Enrollment</u>	<u>Enrollment</u>	<u>Max. Queue</u>
<u>Bus</u>	50%	391	--
<u>Walking</u>	5%	39	--
<u>Parent</u>	45%	352	77
<u>Total</u>	100%	782	77

Parking

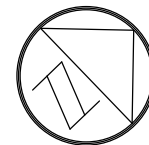
Based upon Pacheco Koch's observation of the existing campus, the parking demand of the school is approximately 61 vehicles with a parking supply of approximately 130 parking spaces. To estimate the proposed demand for the existing school, the existing demand of 61 vehicles has been proportioned from an existing enrollment of 650 students to a proposed enrollment of 782 students. The demand calculated based on existing observations is estimated to be approximately 73 parking spaces for a future enrollment of 782 students. **Table 2** summarizes the existing/proposed parking demand/supply for the Elementary School.

Table 2. Existing/Projected Parking Demand/Supply Summary

	Existing (800 Students)	Proposed (900 Students)
Demand	84	95
Supply	130	
Surplus	46	

Proposed traffic management plan at the school is depicted in **Exhibit 2**.

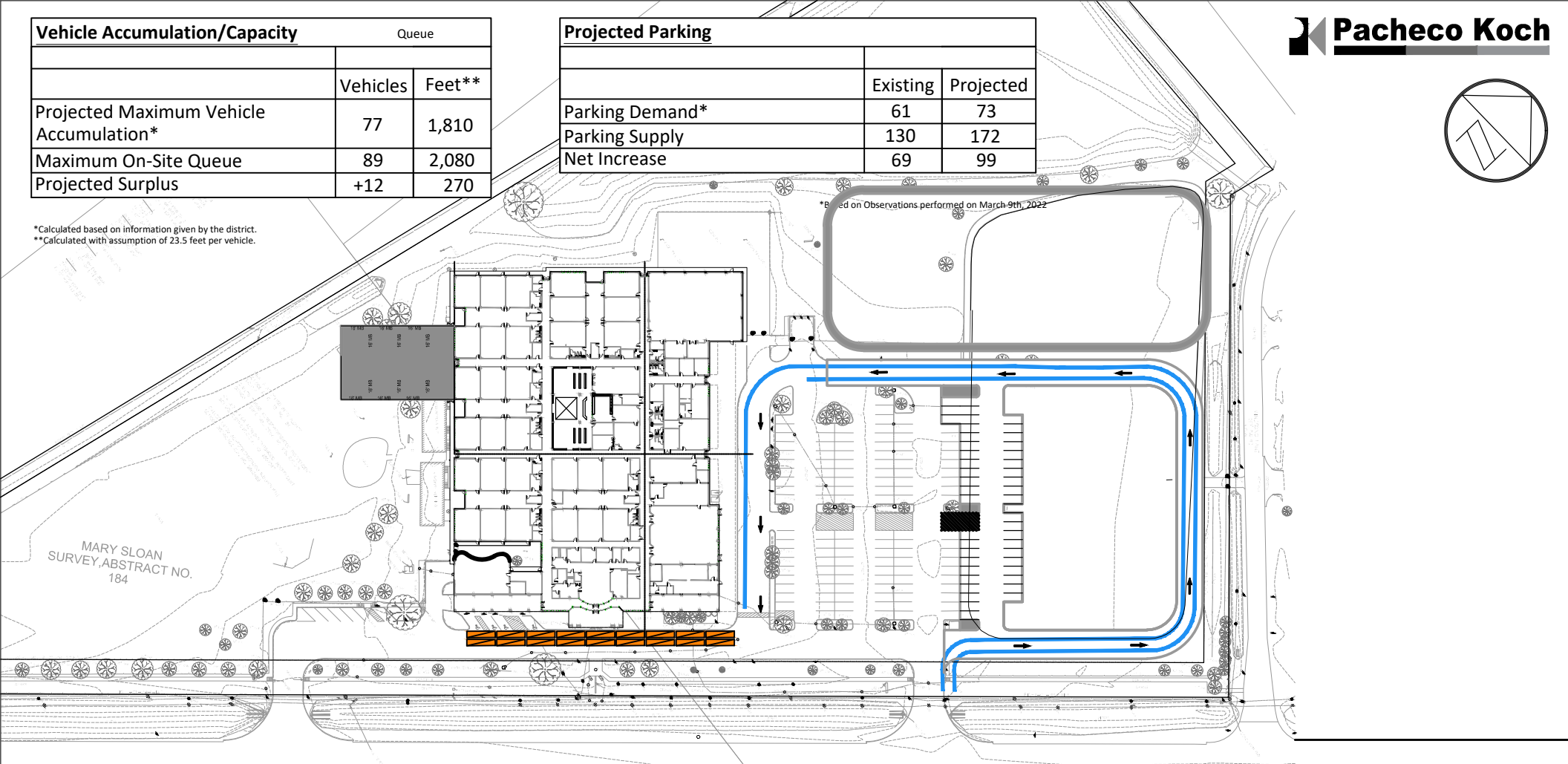
END OF MEMO



Vehicle Accumulation/Capacity	Queue	
	Vehicles	Feet**
Projected Maximum Vehicle Accumulation*	77	1,810
Maximum On-Site Queue	89	2,080
Projected Surplus	+12	270

Projected Parking		
	Existing	Projected
Parking Demand*	61	73
Parking Supply	130	172
Net Increase	69	99

*Calculated based on information given by the district.
 **Calculated with assumption of 23.5 feet per vehicle.



FM 528

LEGEND	
	- Available Parent Queuing Area (Inbound)
	- Circulation Pattern
	- Bus Loading Area (Not Actual Number)

Afternoon Release Period

Traffic Management Plan

Windsong Intermediate School, Friendswood, Texas

PK #4958-22.170 (DAC: 04/28/22)



FRIENDSWOOD ISD

WINDSONG INTERMEDIATE SCHOOL ADDITION AND RENOVATION - SPECIFIC USE PERMIT

2100 W PARKWOOD AVE.
FRIENDSWOOD, TX 77546

ISSUE FOR SUP REVIEW

2022/07/01



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DR. DAVID MONTZ
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CHIEF FINANCIAL OFFICER
EXECUTIVE DIRECTOR HUMAN RESOURCES
EXECUTIVE DIRECTOR STUDENT OPERATIONS
EXECUTIVE DIRECTOR OF FACILITIES AND CONSTRUCTION
EXECUTIVE DIRECTOR OF COMMUNICATION

ARCHITECT
PBK

11 GREENWAY PLAZA, #2200
HOUSTON, TX 77046
T 713-965-0608

CIVIL ENGINEER
DIG ENGINEERS

11 GREENWAY PLAZA #1520
HOUSTON, TX 77046
T 713-940-3238

STRUCTURAL ENGINEER
KUBALA ENGINEERS

11 GREENWAY PLAZA #1520
HOUSTON, TX 77046
T 713-940-3343

MEPT ENGINEER
LEAF ENGINEERS

11 GREENWAY PLAZA #1520
HOUSTON, TX 77046
T 713-940-3300

BUILDING ENVELOPE
BEAM

11 GREENWAY PLAZA, #2200
HOUSTON, TX 77046
T 713-940-3201

DEMOLITION PLAN KEYNOTES

- [illegible]

- D1 EXISTING TRACK TO BE DEMOLISHED
D2 EXISTING CHAINLINK FENCE TO BE DEMOLISHED
D3 EXISTING PORTABLE TO BE DEMOLISHED
D4 EXISTING TREE TO BE DEMOLISHED
D5 EXISTING PORTABLE CANOPY TO BE DEMOLISHED
D6 EXISTING CONCRETE PAD TO BE DEMOLISHED
D7 EXISTING GARA PIT TO BE RELOCATED
D8 EXISTING CURB CUT TO BE DEMOLISHED



WINDSONG IS

TRACK

05	SITE PLAN - DEMO 1" = 60'-0"
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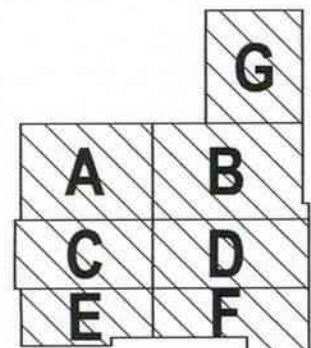
HECKED BY:

PRIK

PBK.com

**WINDSONG INTERMEDIATE
SCHOOL ADDITION AND
RENOVATION - SPECIFIC USE
PERMIT**

2100 W PARKWOOD AVE.
FRIENDSWOOD, TX 77546



KEY PLAN

NORTH:  PLAN  TRUE



Melissa Turnbaugh
07/01/2022

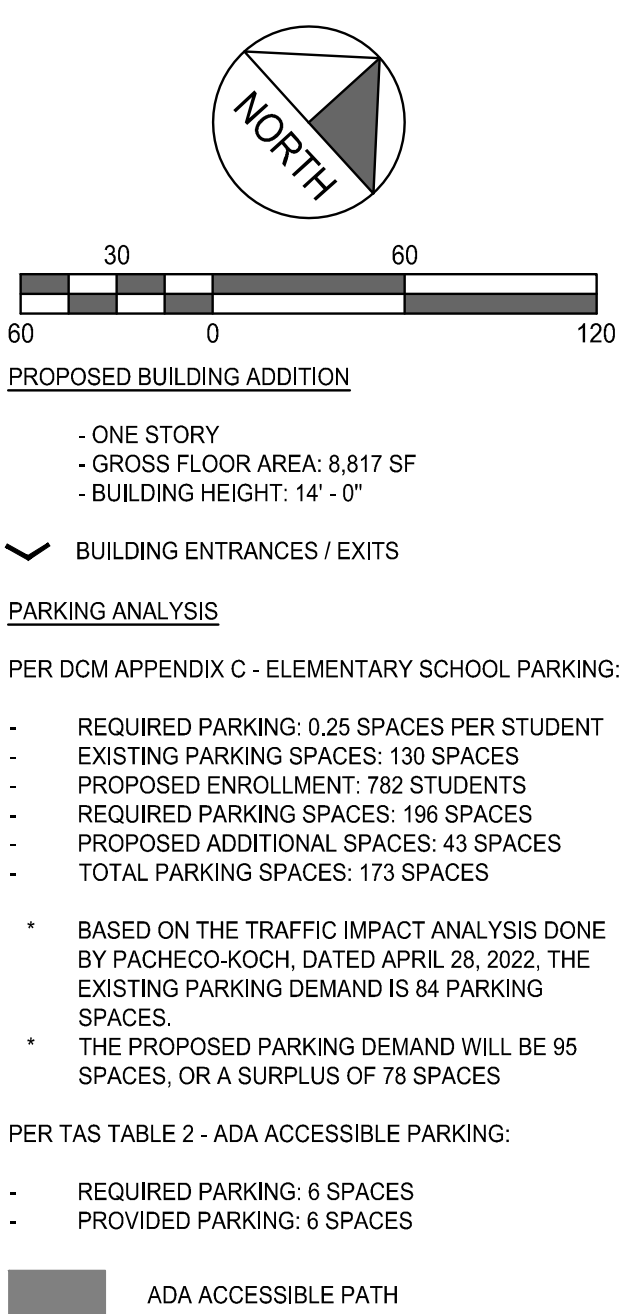
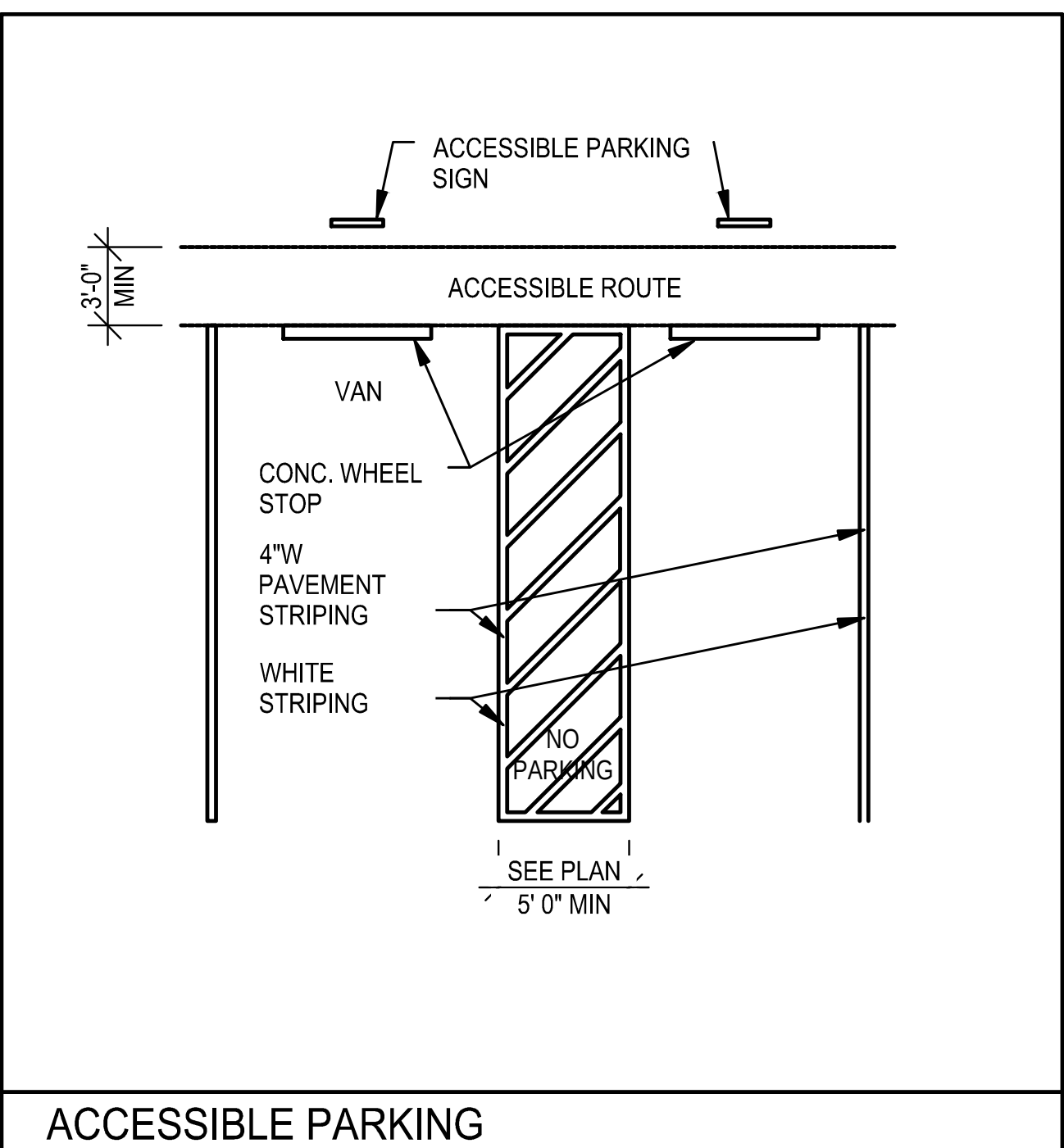
CLIENT FRIENDSWOOD ISD	
DATE 07/01	PROJECT NUMBER 220083

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ISSUE FOR SUP REVIEW

**DEMOLITION
ARCHITECTURAL SITE
PLAN**

ASD101



ARCHITECT PBK Architects, Inc. PBK.com

HOUSTON
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0608 P
713-961-4571 F
TX Firm: BR 1608

CIVIL
DIG
T 713-965-0608

MEPT
LEAF-ENGINEERS
T 713-940-3300

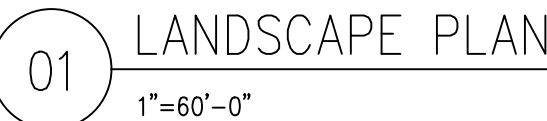
2100 W Parkwood Ave.
Friendswood, TX 77546



ISSUE FOR SUP REVIEW

C101

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE	PROPOSED TREES
37,195 SF	414'-9"	7,439 SF	39,439 SF	21

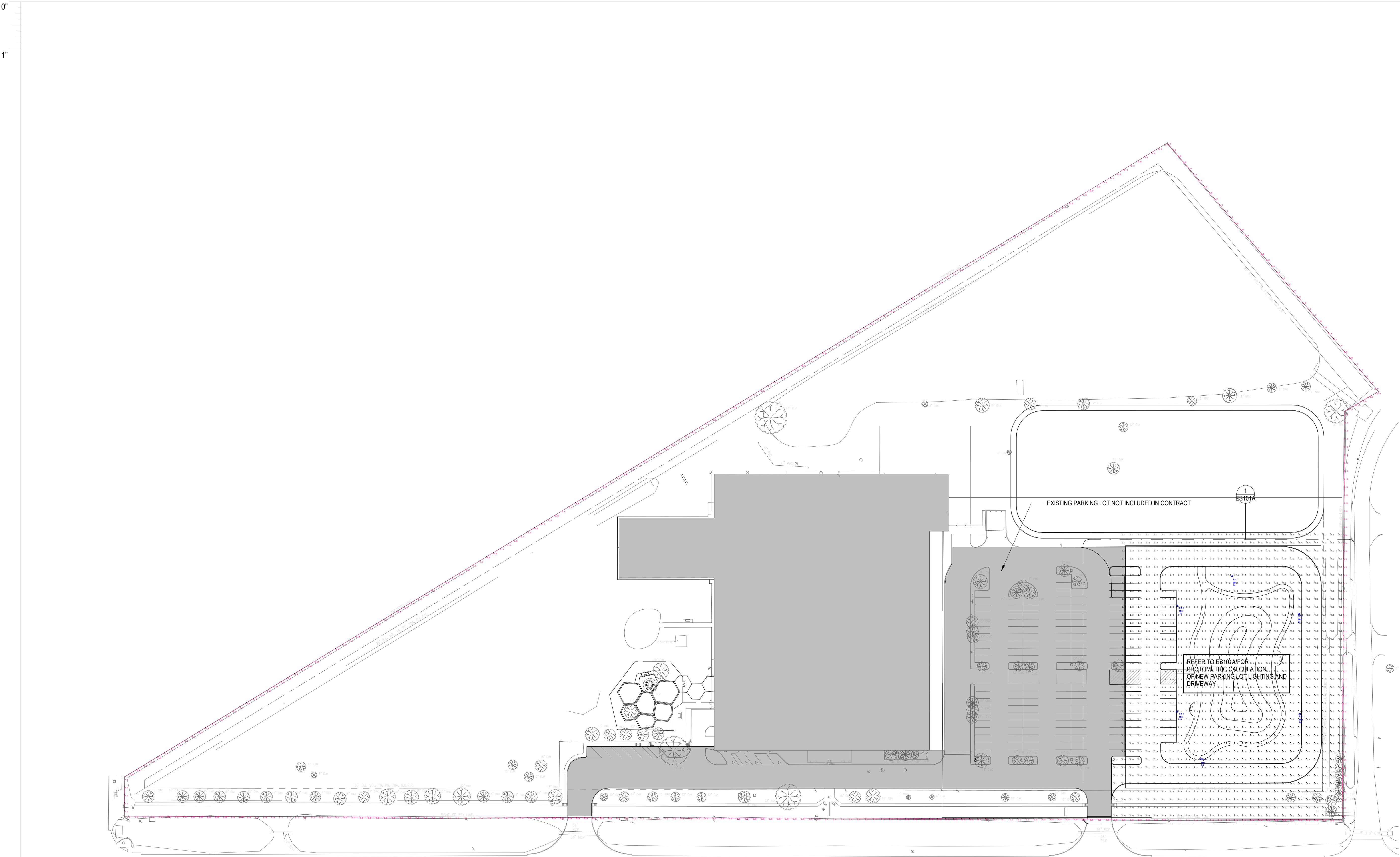


PLANTING NOTES

1. ALL PARKING ISLANDS TO BE PLANTED WITH 1 GAL. *MISCANTHUS SINENSIS*, 18" O.C.
2. ALL REQUIRED TREES FOR PARKING AND STREETScape TO BE 3" CALIPER 65 GAL. *QUERCUS VIRGINIANA* DESIGNATED WITH 'QV', OR 3" CALIPER 45 GAL. *CERCIS CANADENSIS* VAR. *TEXENSIS* DESIGNATED WITH 'CC'.



LANDSCAPE PLAN



1 ELECTRICAL SITE PLAN - COMPOSITE
1" = 60'-0"



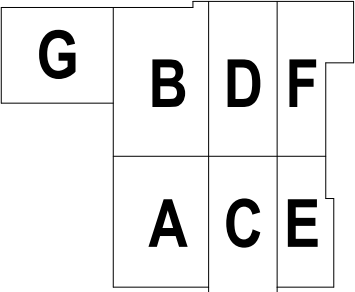
ARCHITECT	PBK Architects, Inc. HOUSTON 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0608 P 713-961-4571 F TX Firm: BR 1608
CIVIL	DIG ENGINEERS T 713 560 3238
STRUCTURAL	KURALA ENGINEERS T 800 348 3074
M/E/P/T	LEAF ENGINEERS T 713 560 3300
FOOD SERVICE DESIGN PROFESSIONALS	FOOD SERVICE DESIGN PROFESSIONALS PBT 350 7285
BUILDING ENVELOPE	BEAM T 713 560 3201



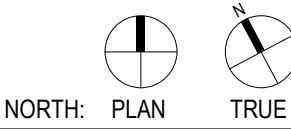
WINDSONG INTERMEDIATE
SCHOOL ADDITION AND
RENOVATION - SPECIFIC USE
PERMIT

2100 W PARKWOOD AVE.
FRIENDSWOOD, TX 77546

ISSUE FOR SUP REVIEW



KEY PLAN



2022/07/25
LEAF ENGINEERS
F-16672

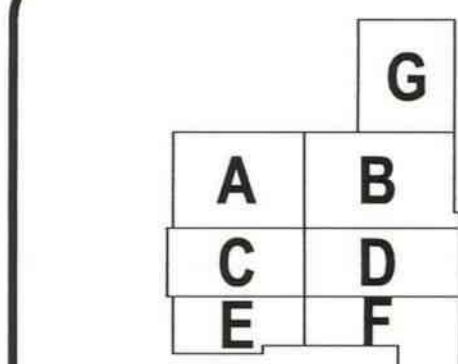
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FRIENDSWOOD ISD		
DATE		PROJECT NUMBER
2022/07/25		220083
DRAWING HISTORY		
No.	Description	Date

ISSUE FOR SUP REVIEW

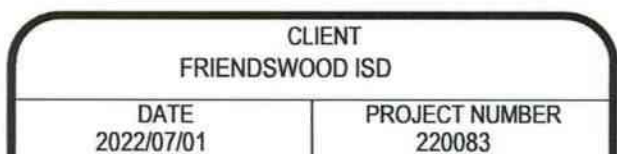
ELECTRICAL SITE
PLAN - COMPOSITE -
SPECIFIC USE PERMIT

ES101

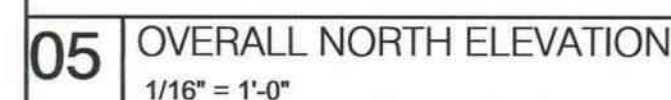
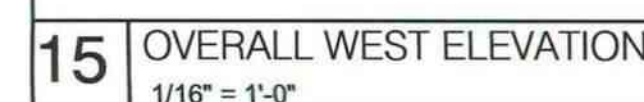




 NORTH:  PLAN  TRUE

[illegible]

A-501



Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman

Aubrey Harbin, Director of Community Development/Planner



Date: August 22, 2022

Re: Zone classification change request to amend Specific Use Permit (SUP) 98-7 for NAICS Use #6111 Elementary and Secondary Schools for an addition to the Windsong Intermediate school site (underlying Single Family Residential (SFR)) will remain)

At the Planning and Zoning Commission meeting held August 11, 2022, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Koerner was absent) on a motion to approve the requested zone change for the Windsong Intermediate school site.

Windsong Intermediate School is located on the subject property and the original Specific Use Permit (SUP) to allow the school was approved in 1998. Since the footprint of the building is being expanded and traffic circulation is being affected, an amendment to the SUP is required.

The proposed site amendments include constructing six (6) new classrooms, demolishing and relocating the existing track, and expanding driveways within the site to allow school traffic to stack within the property during high traffic times rather than on FM 528. These additions are part of the 2020 Bond program approved by the voters for Friendswood Independent School District (FISD).

The school use is compliant with the 2021 Future Land Use Map which identifies the site as a "Public and Semi-Public" use which includes city owned properties, churches and schools.

The Planning & Zoning Commission recommends approval of the requested zone classification change to amend the Specific Use Permit for the Windsong Intermediate school

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending Specific Use Permit (SUP) 98-7 for NAICS Use #6111 "Elementary and Secondary Schools" to allow classroom and parking additions for Windsong Intermediate School located at 2100 W. Parkwood Ave., Friendswood, Galveston County, Texas; and amending the official zoning map to reflect such amendment.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposal for the amendments to the site includes constructing six (6) new classrooms, demolishing and relocating the track, and adding driveways within the site to allow school traffic to stack within the property rather than on FM 528. These additions are part of the 2020 Bond program approved by the voters for Friendswood Independent School District (FISD).

Newspaper notices were published, property owner notices were mailed and a sign was posted on the property to notify residents and property owners of the public hearings.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The site is already developed with the school. The classroom additions will not affect neighboring properties. However, the reorganization of the traffic flow will aid in getting the majority of the traffic off of FM 528.

RECOMMENDATIONS

The Planning and Zoning Commission voted 6 to 0 (Commissioner Koerner was absent) in favor of the requested zone change. The full recommendation memo is attached.

ATTACHMENTS

1. Ordinance - Amending SUP
2. Exhibit A - Map of Property
3. Exhibit B - SUP Plans - Windsong Intermediate School

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING SPECIFIC USE PERMIT 98-7 FOR NAICS USE #6111, "ELEMENTARY AND SECONDARY SCHOOLS" TO ALLOW AN ADDITION TO THE SCHOOL AND OTHER SITE AMENDMENTS ON PROPERTY LOCATED AT 2100 WEST PARKWOOD AVENUE, BEING 16.925 ACRES, ALSO KNOWN AS LOT 1 IN THE FINAL PLAT OF FISD INTERMEDIATE SCHOOL #2, BEING ALL OF A CALLED 7.4058-ACRE TRACT AS DESCRIBED IN A DEED TO FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT, AND BEING OUT OF LOTS 12 AND 15 ALONG WITH A PORTION OF A 40-FOOT WIDE PLATTED ROAD AS SHOWN ON A PLAT OF THE BURGESS SUBDIVISION OF SECTION 6, BS&F AS RECORDED IN VOLUME 119, PAGE 14 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD CONSISTENT THEREWITH; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Friendswood Independent School District (the "Owner") is the owner of real property located at 2100 West Parkwood Avenue, City of Friendswood, Galveston County, Texas, as more particularly described as 16.925 acres, also known as Lot 1 in the Final Plat of FISD Intermediate School #2, being all of a called 7.4058-acre tract as described in a deed to Friendswood Independent School District, and being out of lots 12 and 15 along with a portion of a 40-foot wide platted road as shown on a plat of the Burgess Subdivision of section 6, BS&F as recorded in Volume 119, Page 14 of the Deed Records of Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner made application to the City to change the zoning classification of the Property by amending Specific Use Permit ("SUP") 98-7 for NAICS Use #6111 "Elementary and Secondary Schools" that will overlay the Property, which is zoned Single Family Residential (SFR), to allow an addition to the school and other site amendments pursuant to the attached site plans included in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission filed with City Council its written report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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. Specific Use Permit (SUP) 98-7 is hereby amended to allow NAICS Use #6111 "Elementary and Secondary Schools" to overlay the Property, which is zoned Single Family Residential (SFR), for an addition to the school and other site amendments pursuant to the attached site plans included in Exhibit "B."

Section 3. The Official Zoning Map of the City of Friendswood is hereby amended to show the designation of the Property as described and provided in Section 2 hereinabove. The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 4. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereof.

Section 5. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with 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 act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. 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 8. That the City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 9: This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"



City of Friendswood Zoning Map

Exhibit "B"



FRIENDSWOOD ISD
**WINDSONG INTERMEDIATE SCHOOL ADDITION AND
RENOVATION - SPECIFIC USE PERMIT**

2100 W PARKWOOD AVE.
FRIENDSWOOD, TX 77546

ISSUE FOR SUP REVIEW

2022/07/01



WINDSONG INTERMEDIATE SCHOOL
ADDITION AND RENOVATION - SPECIFIC USE
PERMIT

2100 W PARKWOOD AVE.
FRIENDSWOOD, TX 77546

ISSUE FOR SUP REVIEW



BOARD OF TRUSTEES

TONY HOPKINS
DR. DAVID MONTZ
LAURA SEIFERT
DR. REBECCA HILLENBURG
NIKI RHODES
ROBERT C. McCABE
RALPH HOBRATSCHK

PRESIDENT
VICE PRESIDENT
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LAUREN AMBEAU
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STACY GUZZETTA
JT PATTON
DANYA OWENS

SUPERINTENDENT OF SCHOOLS
ASSISTANT SUPERINTENDENT OF TEACHING AND LEARNING
EXECUTIVE DIRECTOR SECONDARY TEACHING AND LEARNING
CHIEF FINANCIAL OFFICER
EXECUTIVE DIRECTOR HUMAN RESOURCES
EXECUTIVE DIRECTOR STUDENT OPERATIONS
EXECUTIVE DIRECTOR OF FACILITIES AND CONSTRUCTION
EXECUTIVE DIRECTOR OF COMMUNICATION

ARCHITECT
PBK

11 GREENWAY PLAZA, #2200
HOUSTON, TX 77046
T 713-965-0608

CIVIL ENGINEER
DIG ENGINEERS

11 GREENWAY PLAZA #1520
HOUSTON, TX 77046
T 713-940-3238

STRUCTURAL ENGINEER
KUBALA ENGINEERS

11 GREENWAY PLAZA #1520
HOUSTON, TX 77046
T 713-940-3343

MEPT ENGINEER
LEAF ENGINEERS

11 GREENWAY PLAZA #1520
HOUSTON, TX 77046
T 713-940-3300

BUILDING ENVELOPE
BEAM

11 GREENWAY PLAZA, #2200
HOUSTON, TX 77046
T 713-940-3201

DEMOLITION PLAN KEYNOTES

- [illegible]

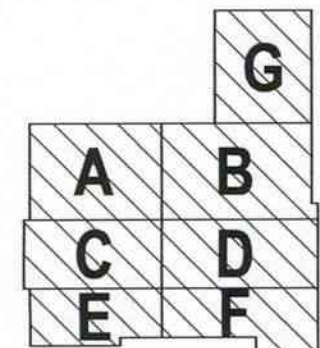
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|----|---|
| D1 | EXISTING TRACK TO BE DEMOLISHED |
| D2 | EXISTING CHAINLINK FENCE TO BE DEMOLISHED |
| D3 | EXISTING PORTABLE TO BE DEMOLISHED |
| D4 | EXISTING TREE TO BE DEMOLISHED |
| D5 | EXISTING PORTABLE CANOPY TO BE DEMOLISHED |
| D6 | EXISTING CONCRETE PAD TO BE DEMOLISHED |
| D7 | EXISTING GAGA PIT TO BE RELOCATED |
| D8 | EXISTING CURB CUT TO BE DEMOLISHED |



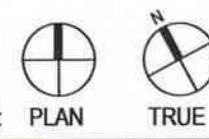
WINDSONG IS

TRACK

**WINDSONG INTERMEDIATE
SCHOOL ADDITION AND
RENOVATION - SPECIFIC USE
PERMIT**



KEY PLAN




Melissa Turnbaugh
07/01/2022

CLIENT
FRIENDSWOOD ISD

DATE 2022/07/01	PROJECT NUMBER 220083
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DRAWING HISTORY

[illegible]

ISSUE FOR SUP REVIEW

**DEMOLITION
ARCHITECTURAL SITE
PLAN**

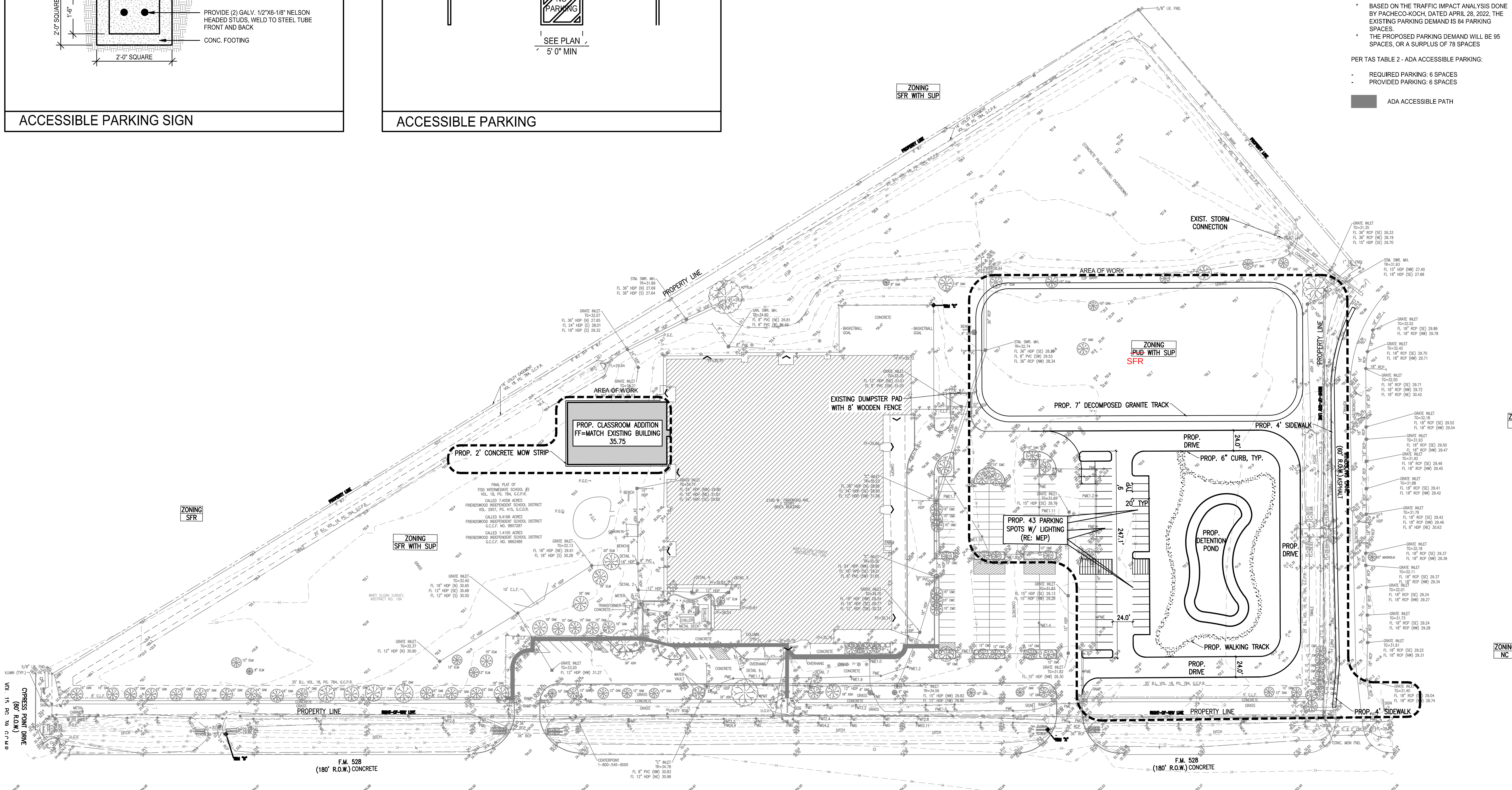
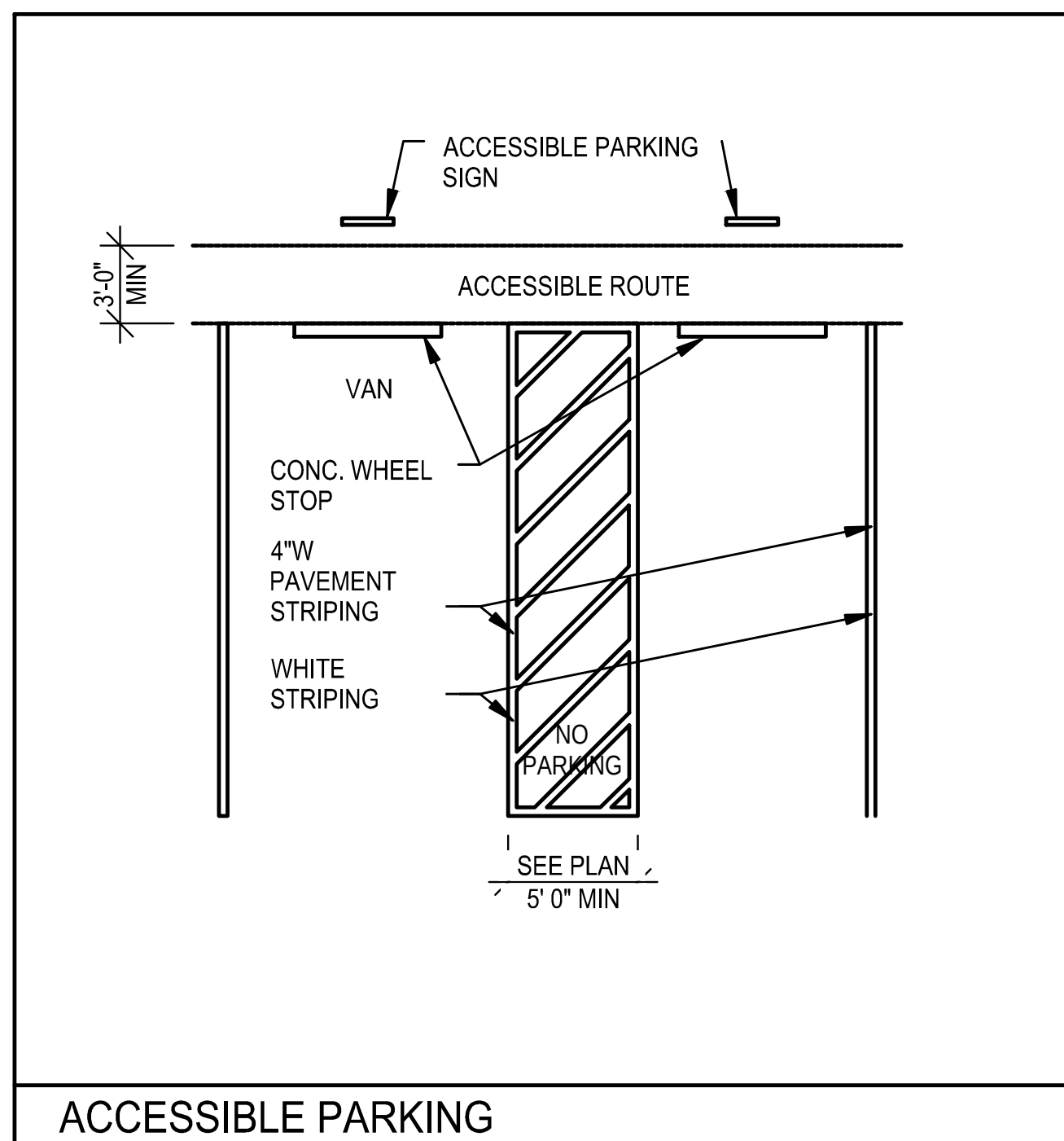
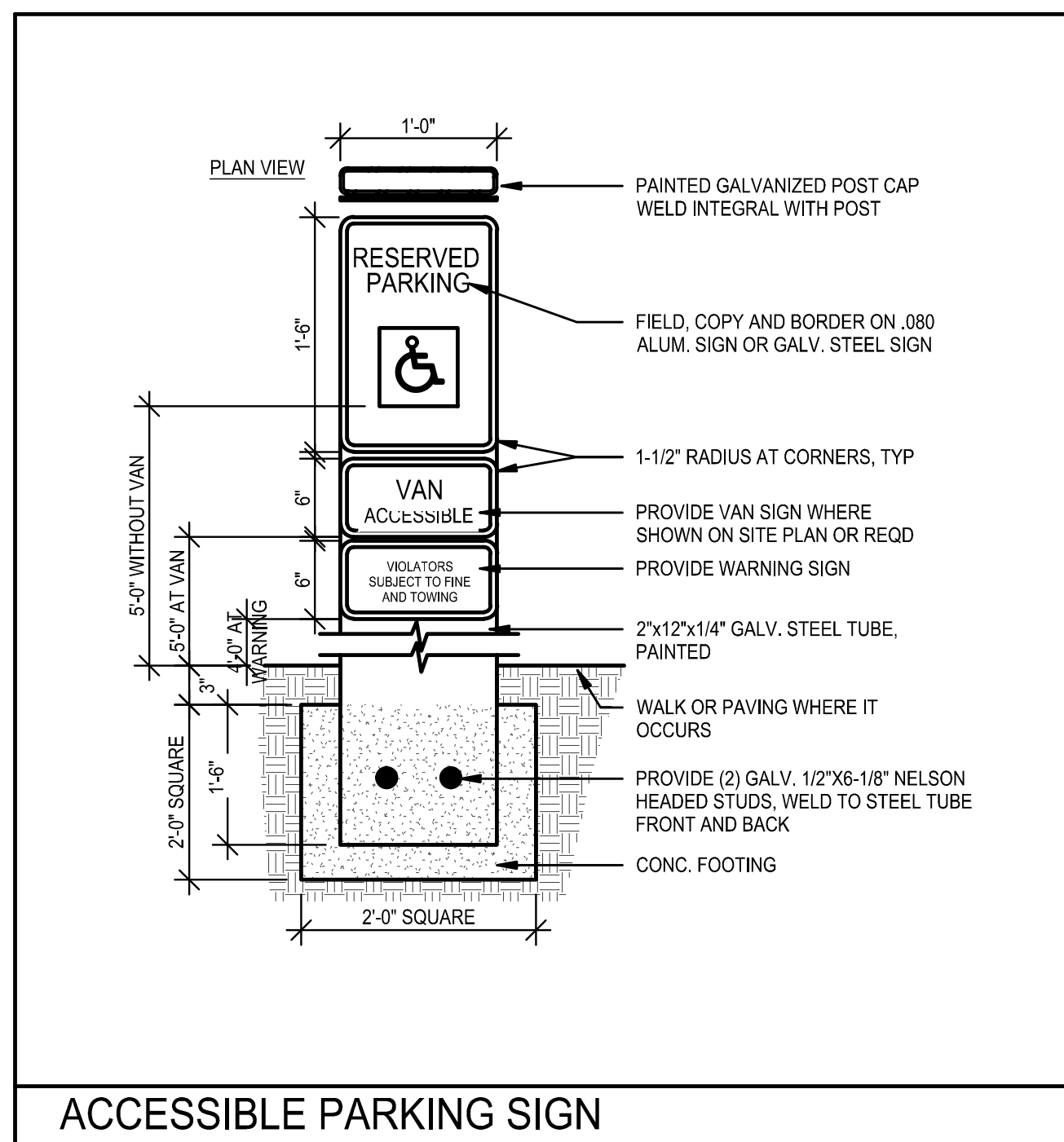
ASD101

05	SITE PLAN - DEMO 1" = 60'-0"
----	---------------------------------

HECKED BY:
necker

RAWN BY:
jthor

lot Stamp:
100/2022 0:25:



- ONE STORY
- GROSS FLOOR AREA: 8,817 SF
- BUILDING HEIGHT: 14' - 0"

▼ BUILDING ENTRANCES / EXITS

PARKING ANALYSIS

PER DCM APPENDIX C - ELEMENTARY SCHOOL PARKING:

- REQUIRED PARKING: 0.25 SPACES PER STUDENT
- EXISTING PARKING SPACES: 130 SPACES
- PROPOSED ENROLLMENT: 782 STUDENTS
- REQUIRED PARKING SPACES: 196 SPACES
- PROPOSED ADDITIONAL SPACES: 43 SPACES
- TOTAL PARKING SPACES: 173 SPACES

- * BASED ON THE TRAFFIC IMPACT ANALYSIS DONE BY PACHECO-KOCH, DATED APRIL 28, 2022, THE EXISTING PARKING DEMAND IS 84 PARKING SPACES.
- * THE PROPOSED PARKING DEMAND WILL BE 95 SPACES, OR A SURPLUS OF 78 SPACES

PER TAS TABLE 2 - ADA ACCESSIBLE PARKING:

- REQUIRED PARKING: 6 SPACES
- PROVIDED PARKING: 6 SPACES

ADA ACCESSIBLE PATH

PRIK

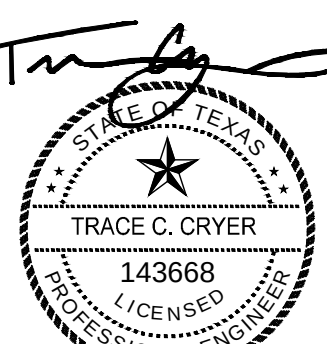
ARCHITECT	HOUSTON 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0608 P 713-961-4571 F TX Firm: BR 1608	PBK Architects, Inc. PBK.com
	CIVIL DCA T.713-965-0608	
	MEPT LEAF ENGINEERS 713-660-5300	

**WINDSONG INTERMEDIATE SCHOOL
ADDITION AND RENOVATION -
SPECIFIC USE PERMIT**

2100 W Parkwood Ave.
Friendswood, TX 77546



ISSUE FOR SUP REVIEW

[illegible]

SITE PLAN

C101

KFALKE

CHECKED BY:

AGLUZMAN

DRAWN BY:

B:\2212200831\Div8-Dwgs\8a BIM CAD\02 Civil\Docs\Permitting\SUP Permit\C101 SITE PLAN.dwg Last Saved: KFALSE

Tuesday, July 19, 2022 2:13:35 PM

PLANTING SCHEDULE						
TREES						
	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	REMARKS/COMMENTS
	CC	CERIS CANADENSIS 'TEXAS REDBUD'	TEXAS REDBUD	30 GALLON	8'(FT)	FULL, WELL BRANCHED, SINGLE TRUNK
	QV	QUERCUS VIRGINIANA	LIVE OAK	65 GALLON	14'-16'(FT)	FULL, WELL BRANCHED
SHRUBS						
SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS/COMMENTS
	MP	MYRICA PUSILLA	DWARF WAX MYRTLE	5 GALLON	42" O.C.	FULL PLANTS, ROOTED TO CONTAINER
GRASSES						
SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS/COMMENTS
	MS	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT MAIDEN GRASS	3 GALLON	36" O.C.	FULL PLANTS, ROOTED TO CONTAINER

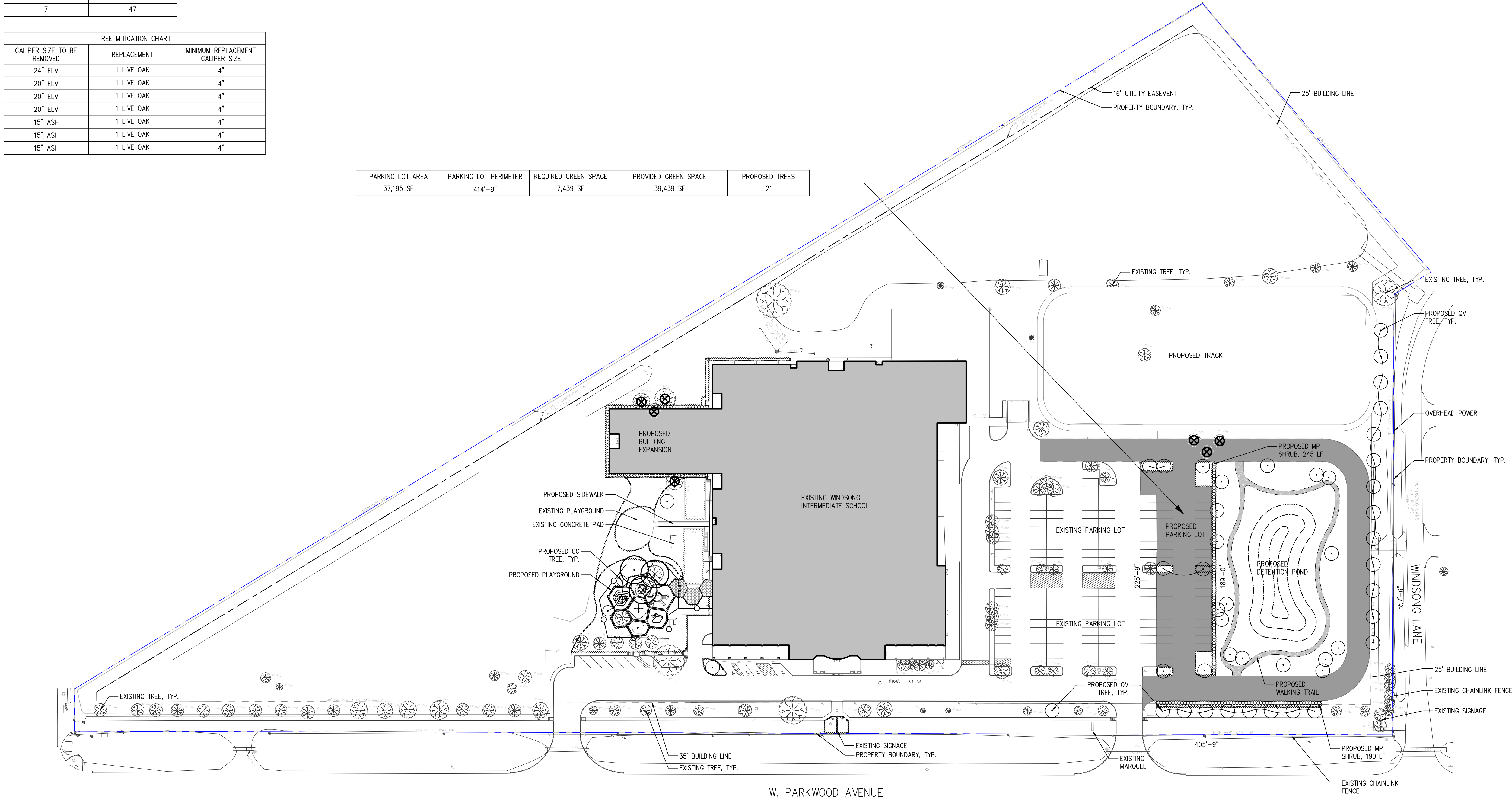
LANDSCAPE ANALYSIS FORM AT ROW				
STREET NAME	LINEAR FEET	TREE REQUIRED	TREE PLANTED	TREE EXISTING
W. PARKWOOD AVENUE	405'-9"	14	9	6
WINDSONG LANE	557'-6"	19	13	37
ISLANDS	-	7	21	23
TOTAL		40	44	66
			110	

* 1 TREE PER 30 LINEAR FEET PER SUP

TREES DEMOLISHED	TREES PROVIDED
7	47

TREE MITIGATION CHART		
CALIPER SIZE TO BE REMOVED	REPLACEMENT	MINIMUM REPLACEMENT CALIPER SIZE
24" ELM	1 LIVE OAK	4"
20" ELM	1 LIVE OAK	4"
20" ELM	1 LIVE OAK	4"
20" ELM	1 LIVE OAK	4"
15" ASH	1 LIVE OAK	4"
15" ASH	1 LIVE OAK	4"
15" ASH	1 LIVE OAK	4"

PARKING LOT AREA	PARKING LOT PERIMETER	REQUIRED GREEN SPACE	PROVIDED GREEN SPACE	PROPOSED TREES
37,195 SF	414'-9"	7,439 SF	39,439 SF	21



LEGEND

TREES TO REMAIN

TREES TO BE REMOVED

PROPOSED QV TREE - TOTAL 64

PROPOSED CC TREE - TOTAL 2

PROPOSED MP SHRUBS - TOTAL 435 LF

PLANTING NOTES

1. ALL PARKING ISLANDS TO BE PLANTED WITH 1 GAL. MISCANTHUS SINENSIS, 18" O.C.

2. ALL REQUIRED TREES FOR PARKING AND STREETScape TO BE 3" CALIPER 65 GAL. QUERCUS VIRGINIANA DESIGNATED WITH 'QV', OR 3" CALIPER 45 GAL. CERIS CANADENSIS VAR. TEXENSIS DESIGNATED WITH 'CC'.

PBK

ARCHITECT PBK Architects, Inc. HOUSTON 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0608 P 713-961-4571 F TX Firm: BR 1608

STRUCTURAL RUBALCA ENGINEERS 713-940-3238 1500 AS 9014

MEP LEAP ENGINEERS 713-940-3300

FOOD SERVICE DESIGN PROFESSIONALS 713-940-3501

WINDSONG INTERMEDIATE SCHOOL ADDITION AND RENOVATION - SPECIFIC USE PERMIT

2100 W PARKWOOD AVE. FRIENDSWOOD, TX 77546

ISSUE FOR SUP REVIEW

KEY PLAN

NORTH: PLAN TRUE

07/22/2022

CIENT FRIENDSWOOD ISD

DATE 2022/07/22 PROJECT NUMBER 220083

DRAWING HISTORY

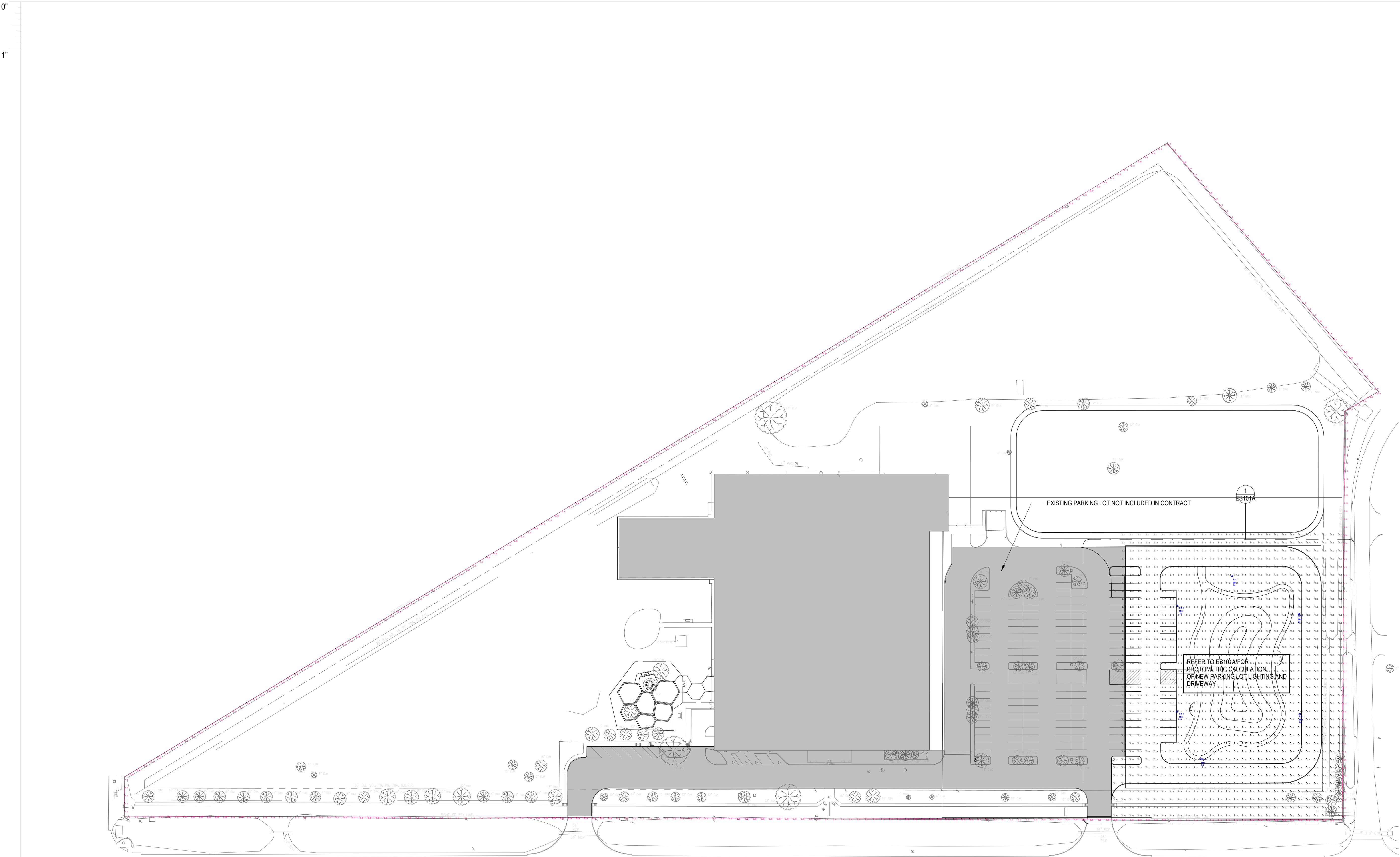
No.	Description	Date

ISSUE FOR SUP REVIEW

LANDSCAPE PLAN

LP101

Page 147 of 388



1 ELECTRICAL SITE PLAN - COMPOSITE
1" = 60'-0"



ARCHITECT PBK Architects, Inc.
HOUSTON
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0608 P
713-961-4571 F
TX Firm: BR 1608
CIVIL
DIO ENGINEERS
T 713 560 3238
STRUCTURAL
KURALA ENGINEERS
T 800 248 3074
MEPT
LEAF ENGINEERS
T 713 560 3300
FOOD SERVICE DESIGN PROFESSIONALS
PRT 351 2287
BUILDING ENVELOPE
BEAM
T 713 960 3201



WINDSONG INTERMEDIATE
SCHOOL ADDITION AND
RENOVATION - SPECIFIC USE
PERMIT

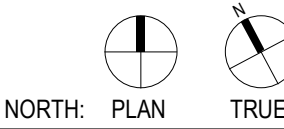
2100 W PARKWOOD AVE.
FRIENDSWOOD, TX 77546

ISSUE FOR SUP REVIEW



G B D F
A C E

KEY PLAN



2022/07/25
LEAF ENGINEERS
F-16672

CLIENT
FRIENDSWOOD ISD

DATE 2022/07/25 PROJECT NUMBER 220083

DRAWING HISTORY

No.	Description	Date

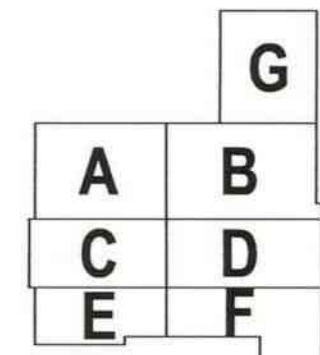
ISSUE FOR SUP REVIEW

ELECTRICAL SITE
PLAN - COMPOSITE -
SPECIFIC USE PERMIT

ES101



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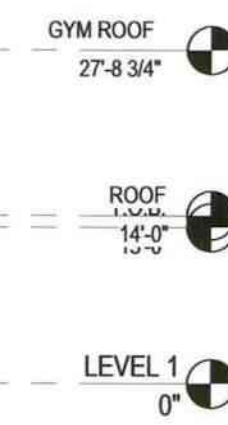
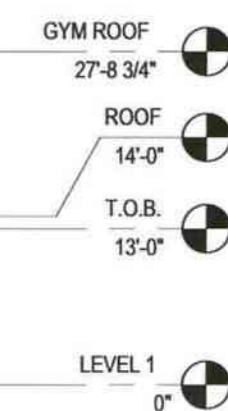
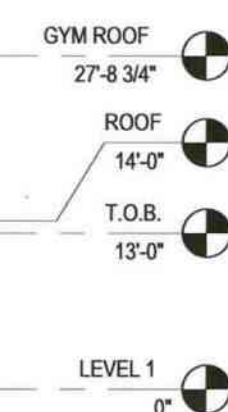
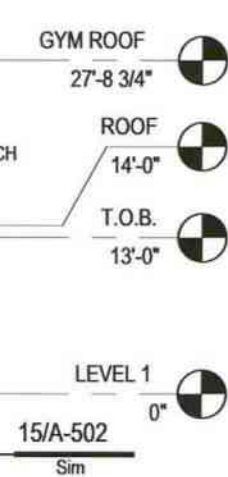


KEY PLAN

[illegible]

COMPOSITE EXTERIOR ELEVATIONS

A-501


$$1/16'' = 1'-0''$$
 $1/16" = 1'-0"$ 
$$1/16" = 1'-0"$$

$$1/16" = 1'-0"$$

HECKED BY:
necker

RAWN BY:
jthor

lot Stamp:
100/2022 4:40:0

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a zone classification change request to change from Single Family Residential (SFR) to Community Shopping Center (CSC) for 5.7092 acres of land, out of a 10.9037 acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The applicant is requesting to change the zoning of 5.7092 acres from Single Family Residential (SFR) to Community Shopping Center (CSC) zoning. The Future Land Use Map (FLUM) identifies this property as retail/commercial for future development. Therefore, the requested zone change is in compliance with the FLUM. Additionally, the property has frontage on W. Parkwood Ave and Mandale Road. At the time of development, the site will be subject to the requirements of the Community Overlay District (COD) and will be required to provide screening in relation to the adjacent residential zoned properties.

Newspaper notices were published, property owner notices were mailed and a sign was posted on the property to notify residents and property owners of the public hearings.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Obtaining acreage zoned as commercial contributes towards the goals of the City to increase the ratio of commercial zoned versus residential zoned properties to diversify the tax base.

RECOMMENDATIONS

The Planning and Zoning Commission voted 6 to 0 (Commissioner Koerner was absent) in favor of the requested zone change. The full recommendation memo is attached.

ATTACHMENTS

1. Application_5.7092 acres W Parkwood Ave
2. Deed_5.7092 acres W Parkwood Ave
3. Exhibit Metes and Bounds_5.7092 acres W Parkwood Ave
4. Aerial Map_5.7092 acres W Parkwood Ave
5. Future Land Use Map_5.7092 acres W Parkwood Ave
6. Location Map_5.7092 acres W Parkwood Ave
7. Zoning Map_W Parkwood Ave

8. Rezoning Report July 2022_5.7092 acres W Parkwood Ave
9. PZ Rec Memo 5.7092 acres W Parkwood Ave 08-22-2022



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

Plan-2022-0046

Zone Change Application

City of Friendswood

JUL 07 2022

Received by: _____

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: CSC

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 5.66 acres between Mandale and FM 528

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Estate of George A. Bofysil JR Phone: 713-882-9086

Owner's Mailing Address: 1106 Vista Creek Dr

City: Sugar Land State: TX Zip: 77478 Fax: _____

Owner's Email Address: sherry9280@aol.com

AGENT'S NAME : Scott Sheridan Phone: 281-519-8530

Agent's Mailing Address: PO Box 1549

City: Alvin State: TX Zip: 77512 Fax: _____

Agent's Email Address: scott@danielscottengineering.com

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

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

Owner's Signature: [Signature] Date: 6/24/22

Agent's Signature: [Signature] Date: 7/1/22

Received By: B. Bennett
Date of Public Hearing: 8-11, 9-12
Property Owner Notices: 7-29

Application Number: 2022-0046
Received Date: 7-7-2022
Newspaper Notice: 7-18-2022
Sign on Property: 7-29

Submittal Requirements for Zone Change Applications

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

☐ Application Fee of \$300 (PUD \$500)

(Changes in/to Downtown District may be eligible for fee waiver)

☐ Current Deed of Record

☒ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

004-48-1299

8612042

WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT, SCOTT THRASH, Successor Trustee of the Segelquist Trust created pursuant to a Trust Agreement dated April 26, 1974, of Brazoria County, State of Texas (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to him in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto GEORGE A. BOFYSIL, JR., Trustee, of the County of Harris, State of Texas (hereinafter called "Grantee"), subject to the reservations hereinafter made, all of that certain tract or parcel of land lying and being situated in Galveston and Brazoria Counties, Texas, and being described as follows, to-wit:

SURFACE ONLY IN AND TO: That certain tract of land designated as "Tract 2" containing 10.9037 acres of land and more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter called the "Property").

This Deed and conveyance is made by Grantor and accepted by Grantee subject to the encumbrances, easements, reservations, covenants, conditions and rights-of-way referred to on Exhibit "B" (hereinafter called "Permitted Encumbrances") to the extent the same are valid and enforceable.

SAVE AND EXCEPT, and there is expressly reserved unto Grantor, his heirs, administrators, executors, successors and assigns, all of the following:

(a) All rights, title and interest of Grantor in and to all oil, gas and other minerals in, on or under, or that may be produced from the Property* (hereinafter collectively referred to as the "Minerals"). Grantor, for himself and his heirs, administrators, executors, successors and assigns, does hereby release, waive and relinquish all of Grantor's rights, title and interest in and to one hundred

8
*including all royalty, override and interest of whatever nature.

004-48-1300

percent (100%) of the surface control of the Property. Grantor hereby releases, waives and relinquishes all surface use in the Property, including without limitation all of the rights (now owned or hereafter acquired) of Grantor to use the surface of the Property to explore, drill for, develop, produce, store, process, market and transport any of the Minerals from the Property or for any other purpose; provided that the release of the surface rights as set forth above shall not be construed as a waiver, release or relinquishment by Grantor of:

(i) any rights, title or interest of Grantor to the Minerals in, on or under, or that may be produced or saved from the Property, or any portion thereof; and

(ii) any right of Grantor to explore, drill for, develop and produce the Minerals from the Property without the use of the surface or any portion thereof through wells at surface locations off the Property, including without limitation, directional wells located off the Property but drilled under and through and bottomed beneath the Property, and wells located off the Property but in a pooled unit which includes the Property or any portion thereof and other lands.

Grantor does hereby further grant and convey unto the Grantee, his heirs, executors, administrators, successors and assigns, all rights, title and interest of Grantor, if any, in and to the following:

(a) The appurtenances and improvements thereto, if any, belonging or appertaining to the Property;

(b) All alleys, strips or gores of land running adjacent to the Property;

(c) Any non-mineral leases, easements, rights-of-way, privileges, licenses (written or oral) rights of ingress or egress, or other interest in, on or to any land, highway,

street, road or avenue, opened or proposed, in, on or across, in front of, abutting or adjoining the Property;

(d) Any condemnation awards made or to be made in lieu of condemnation and in and to any unpaid award for damage to the Property by reason of a change in grade of any highway, street, road or avenue adjacent to the Property;

(e) The centerline of creeks, rivers, ditches and other such ways, and littoral rights and riparian rights of Grantor with respect thereto;

(f) Any reversionary rights and remainders appurtenant to the Property; and

(g) Any recapture, reimbursement or other entitlement from the taxing authority having jurisdiction over the Tax Reinvestment Zone, if any, in which the Property is located, or from any source of whatsoever attributable to or arising from such Tax Reinvestment Zone.

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs, administrators, executors, successors and assigns forever. Grantor does hereby bind himself, his heirs, administrators, executors, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular title to the Property, subject as aforesaid, unto the said Grantee, his heirs, administrators, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor covenants, warrants and represents that all ad valorem taxes upon the Property have been paid for all prior years through 1985. Ad valorem taxes for the year 1986 have been prorated as of the date of delivery of this Deed, and Grantee by acceptance hereof covenants and agrees to pay the ad valorem taxes upon the Property for the year 1986.

004-48-1302

EXECUTED, on this 31st day of March, 1986.

Scott Thrash
SCOTT THRASH, Successor Trustee
of the Segelquist Trust

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared SCOTT THRASH, Successor Trustee of the Segelquist Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he did execute same for the purposes and consideration therein expressed, in the capacity therein expressed and as the act and deed of the Segelquist Trust.

GIVEN UNDER MY HAND AND SEAL, this 31st day of March, 1986.



Frances Cockayne
Notary Public In And For
The State of T E X A S
Frances Cockayne
Notary Public In and for the State of Texas
My Commission Expires 12-18-87

(Notary's Printed Name)

(Commission Expiration Date)

ADDRESS OF GRANTEE:

1101 Post Oak Boulevard
Suite 104
Houston, Texas 77056

004-48-1303

EXHIBIT "A"

That certain tract of land designated as "Tract 2" containing 10.9037 acres of land and being more particularly described by metes and bounds as follows:

10.9037 acres of land, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas, and Abstract 740, Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument marking the northeast corner of the herein described tract, said point being set on the west right of way line of Farm to Market Road 528, and said point being the southeast corner of Tower Estates Subdivision according to the Plat recorded in Volume 254-A, page 88, Galveston County Map Records;

THENCE South 32 deg. 20 min. 37 sec. West, along the west right of way line of Farm to Market Road 528, a distance of 1450.31 feet to a 5/8 inch iron rod set at the intersection of the West right of way line of Farm to Market Road 528 with the East right of way line of County Road 133;

THENCE North 00 deg. 01 min. 01 sec. West, along the east right of way line of County Road 133, a distance of 1223.72 feet to a point marking the northwest corner of the herein described tract and being the southwest corner of Tower Estates Subdivision;

THENCE North 89 deg. 53 min. East, along the south line of Tower Estates Subdivision, at 8.50 feet pass an iron pipe and continue for a total distance of 776.27 feet to the PLACE OF BEGINNING and containing 10.9037 acres of land.

8

004-48-1304

EXHIBIT "B"

TRACT 2
PERMITTED ENCUMBRANCES

Tract 2, as described on Exhibit "A", is subject to the following encumbrances, easements, reservations, covenants, conditions, rights-of-way and other matters set forth below:

1. A 200-foot electric transmission line easement from J. A. Segelquist Ranchland, Inc., to Houston Light & Power Company dated September 18, 1968, recorded in Volume 1985, Page 112, in the office of the County Clerk of Galveston County, Texas, said easement as shown on the Survey prepared by Steven D. Adams, Registered Public Surveyor Number 3666, said Survey being made on the ground in the months of September and October, 1985, and in the months of February and March, 1986.

2. The rights of the public or riparian owners in and to the waters of Dickinson Bayou traversing Tract 2 and as shown on the Survey prepared by Steven D. Adams, Registered Public Surveyor Number 3666, said Survey being made on the ground in the months of September and October, 1985, and in the months of February and March, 1986.

3. The oil, gas and other minerals of every character in and under Tract 2, as described on Exhibit "A", reserved in instruments recorded in Volume 2969, Page 770, and Volume 2801, Page 408, in the office of the County Clerk of Galveston County, Texas, reference to which instruments is hereby made for all purposes, to the extent said instruments are applicable to Tract 2.

4. The mineral interests reserved in "surface only" conveyances recorded in Volume 363, Page 462, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said conveyances, reference to which instruments is hereby made for all purposes, to the extent said instruments are applicable to Tract 2.

5. A fifteen-sixteenths (15/16ths) mineral interest reserved in an instrument recorded in Volume 398, Page 516, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

6. All minerals reserved in an instrument recorded in Volume 696, Page 83, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

7. One-half (1/2) the minerals reserved in an instrument recorded in Volume 589, Page 113, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

8. All minerals reserved in an instrument recorded in Volume 412, Page 588, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

9. All minerals reserved by Grantors and predecessors in title in an instrument recorded in Volume 1203, Page 689, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

10. Oil, Gas & Mineral Lease to W. L. K. Trotter recorded in Volume 867, Page 932, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

11. Oil, Gas & Mineral Lease to J. T. Mackey recorded in Volume 499, Page 290, and in Volume 645, Page 171, of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

12. Oil, Gas & Mineral Leases to Crown Central Petroleum Corporation recorded in Volume 1067, Pages 147, 160, 175, 181 and 187, in Volume 1068, Page 968, in Volume 1180, Page 879, in Volume 1250, Pages 153, 161, 171, 173 and 175, in Volume 1252, Page 472, and in Volume 1146, Page 667, all of the Deed Records of Brazoria County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instruments, reference to which instruments is hereby made for all purposes, to the extent said instruments is applicable to Tract 2.

13. All oil, gas and other minerals of every character in and under Tract 2, as described on Exhibit "A", recorded in Volume 963, Page 461, in the office of the County Clerk of Galveston County, Texas, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

14. Oil, Gas & Mineral Lease granted to J. T. Mackey in an instrument recorded in Volume 907, Page 67, in the office of the County Clerk of Galveston County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

15. Oil, Gas & Mineral Lease granted to Crown Central Petroleum Corporation in an instrument recorded in Volume 2046, Page 857, in the office of the County Clerk of Galveston County, Texas, said Lease being assigned to General Crude Oil Company as set out in Volume 2305, Page 469, and amended in Volume 2629, Page 551, in the office of the County Clerk of Galveston County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected

004-48-1306

with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

16. Oil, Gas & Mineral Lease granted to Crown Central Petroleum Corporation in an instrument recorded in Volume 2073, Page 689, in the office of the County Clerk of Galveston County, Texas, together with all rights, express or implied, in and to Tract 2, as described on Exhibit "A", arising out of or connected with said instrument, reference to which instrument is hereby made for all purposes, to the extent said instrument is applicable to Tract 2.

17. Subject to the extraterritorial jurisdiction of any city within 5 miles of Tract 2, as described on Exhibit "A", in accordance with Article 974A of Vernon's Revised Annotated Civil Statutes of Texas.

18. Any and all applicable ordinances of the Cities of Alvin, Friendswood and League City, Texas, with respect to Tract 2, as described on Exhibit "A", if applicable.

g

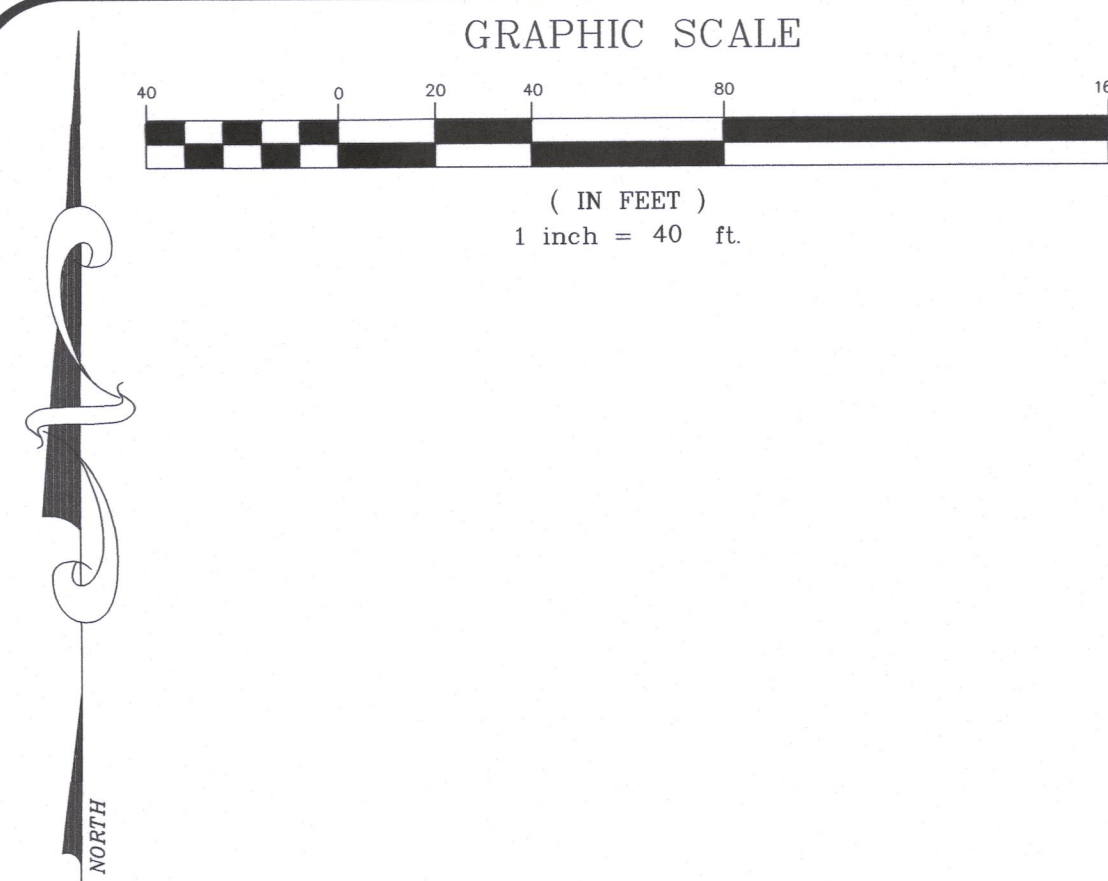
FILED FOR RECORD
APR 3 3 51 PM '86
Mary Jane Christman
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

APR 3 1986



Mary Jane Christman
COUNTY CLERK, Galveston County, Texas



- LEGEND:**
- AE - AERIAL EASEMENT
 - BL - BUILDING LINE
 - BLDG - BUILDING
 - ESMT - EASEMENT
 - FND - FOUND
 - IP - IRON PIPE
 - IR - IRON ROD
 - OR - CAPPED IRON ROD
 - *STS* - STAMPED SOUTH TEXAS SURVEYING
 - BCCF - BRAZORIA COUNTY CLERKS' FILE
 - BCDR - BRAZORIA COUNTY DEED RECORDS
 - BCMR - BRAZORIA COUNTY MAP RECORDS
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCING
 - PS - PARKING SPACES
 - ROW - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - UE - UTILITY EASEMENT
 - X- BARBED WIRE FENCE
 - O- CHAIN LINK FENCE
 - CONCRETE
 - COVERED CONCRETE
 - OVERHEAD ELECTRIC LINES
 - WOOD FENCE
 - WROUGHT IRON FENCE
 - GUY WIRE
 - CATCH BASIN
 - CABLE BOX
 - ELECTRIC BOX
 - ELECTRIC MH
 - FIRE HYDRANT
 - FIBER OPTIC MARKER
 - FLAG POLE
 - GAS METER
 - GAS VALVE
 - CURB INLET
 - LIGHT POLE
 - MANHOLE
 - MONITORING WELL
 - PIPELINE MARKER
 - POWER POLE
 - SERVICE POLE
 - SANITARY MANHOLE
 - STORM MANHOLE
 - TELEPHONE PEDESTAL
 - TRANSFORMER
 - TRAFFIC SIGNAL BOX
 - TRAFFIC SIGNAL POLE
 - UNDERGROUND CABLE MARKER
 - WATER WELL
 - WATER METER
 - WATER VALVE
 - BENCHMARK

MANDALE ROAD
(AKA COUNTY ROAD 133)
(60' PUBLIC R.O.W.)

NOTES:

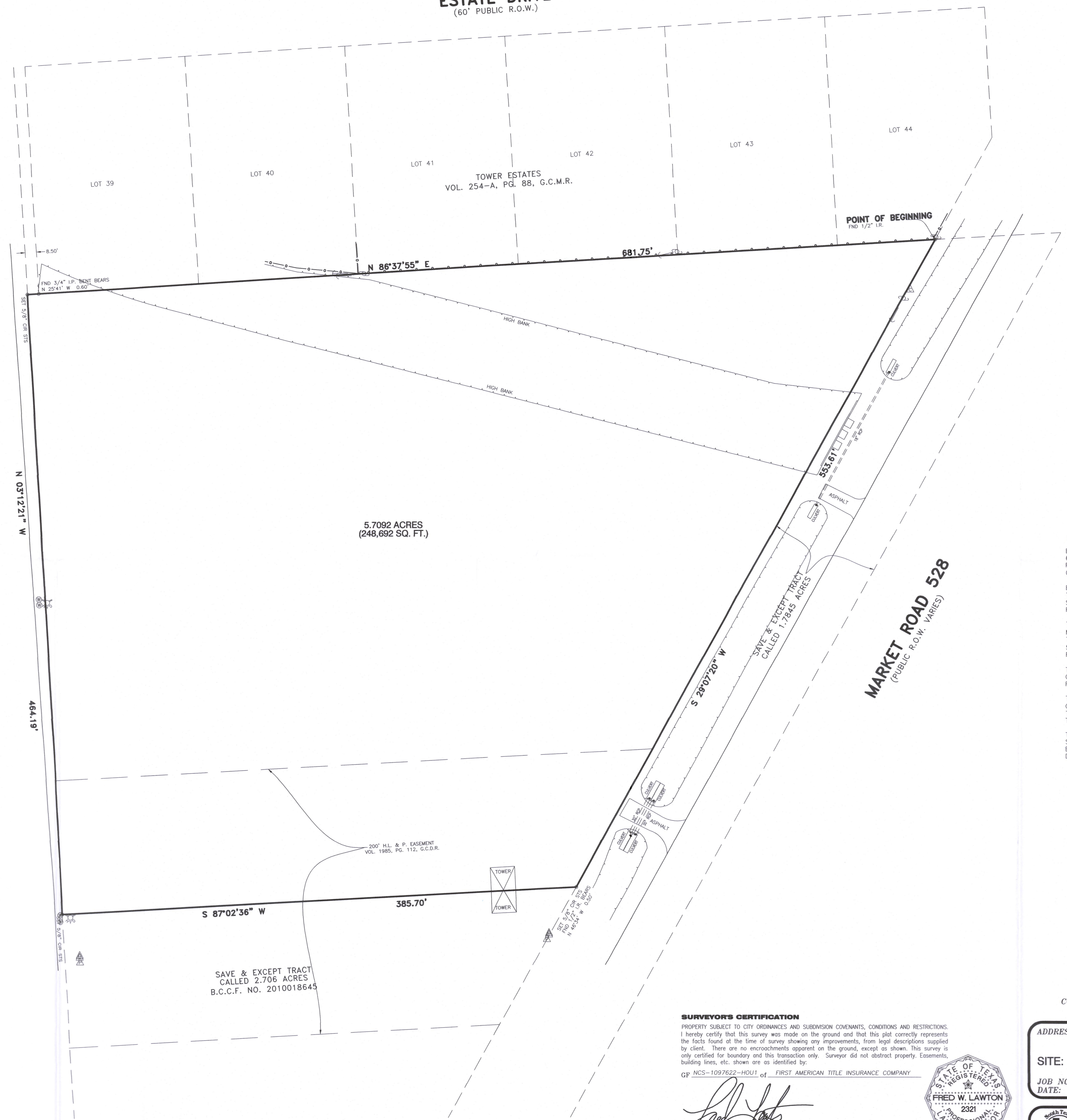
1. BEARING BASIS IS G.P.S. OBSERVATION WITH A BEARING OF N 03°12'21" W, ALONG THE EAST R.O.W. LINE OF MANDALE ROAD.
2. SURVEYOR DID NOT ABSTRACT PROPERTY SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY, EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY G.P. NO. NCS-1097622-HOU1 OF FIRST AMERICAN TITLE INSURANCE COMPANY.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED. IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2021. ALL RIGHTS RESERVED.

FLOOD NOTE:

PROPERTY LIES WITHIN FLOOD ZONE X & A , ACCORDING TO F.I.R.M. MAP NO. 48187C 02056, DATE 08-15-2019, BY GRAPHING PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

ESTATE DRIVE
(60' PUBLIC R.O.W.)



LEGAL DESCRIPTION

BEING A 5.7092 ACRES OF LAND, BEING A PART OF THE I & GN RR COMPANY SURVEY NO. 23, ABSTRACT 624, GALVESTON COUNTY, TEXAS, AND ABSTRACT 740, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEARING AND BASIS G.P.S. OBSERVATION WITH A BEARING OF N 03°12'21" W, ALONG THE EAST R.O.W. LINE OF MANDALE ROAD.

BEGINNING AT A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING SET ON THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD 528, AND SAID POINT BEING THE SOUTHEAST CORNER OF TOWER ESTATES SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 254-A, PAGE 88, GALVESTON COUNTY MAP RECORDS;

THENCE SOUTH 29 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF MARKET ROAD 528, A DISTANCE OF 553.61 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR CORNER IN THE WEST RIGHT OF WAY LINE OF SAID FARM TO MARKET ROAD 528, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 46 DEGREES 34 MINUTES WEST, 0.50 FEET;

THENCE SOUTH 87 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 385.70 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 133;

THENCE NORTH 03 DEGREES 12 MINUTES 21 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 133, A DISTANCE OF 464.19 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE SOUTHWEST CORNER OF TOWER ESTATES SUBDIVISION;

THENCE NORTH 86 DEGREES 37 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF TOWER ESTATES SUBDIVISION, AT 8.50 FEET PASS A REFERENCE POINT FROM WHICH A FOUND ? INCH IRON PIPE BENT BEARS NORTH 25 DEGREES 41 MINUTES 00 SECONDS WEST, 0.60 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 681.75 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.7092 ACRES OF LAND.

SURVEY OF

BEING A 5.7092 ACRES OF LAND, BEING A PART OF THE I & GN RR COMPANY SURVEY NO. 23, ABSTRACT 624, GALVESTON COUNTY, TEXAS, AND ABSTRACT 740, BRAZORIA COUNTY, TEXAS.

ADDRESS: 0 MANDALE ROAD FRIENDSWOOD, TEXAS 77546	REVISIONS:
SITE:	NO. DATE DESCRIPTION
JOB NO: 2156-21 DATE: 11-12-21	
SCALE: 1" = 40' SHEET 1 OF 1	

SURVEYOR'S CERTIFICATION

PROPERTY SUBJECT TO CITY ORDINANCES AND SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS. I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of survey showing any improvements, from legal descriptions supplied by client. There are no encroachments apparent on the ground, except as shown. This survey is only certified for boundary and this transaction only. Surveyor did not abstract property. Easements, building lines, etc. shown are as identified by:

GP NCS-1097622-HOU1 of FIRST AMERICAN TITLE INSURANCE COMPANY.

Fred W. Lawton
Fred W. Lawton, Registered Professional Land Surveyor No. 2321

STATE OF TEXAS
REGISTERED
FRED W. LAWTON
2321
PROFESSIONAL
LAND SURVEYOR

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

Copyright 2021 South Texas Surveying Associates, Inc. K:\COMRES\2021\2156-21.DWG (KT)

JOB NO: 2156-21

Friendswood, Texas



Subject Tract:
5.7092 acres between Mandale
Rd and W Parkwood Ave

7/11/2022, 5:02:10 PM

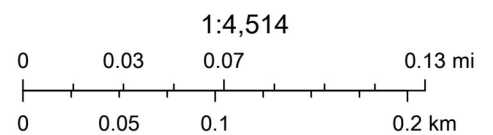
 City Limits

 Streets

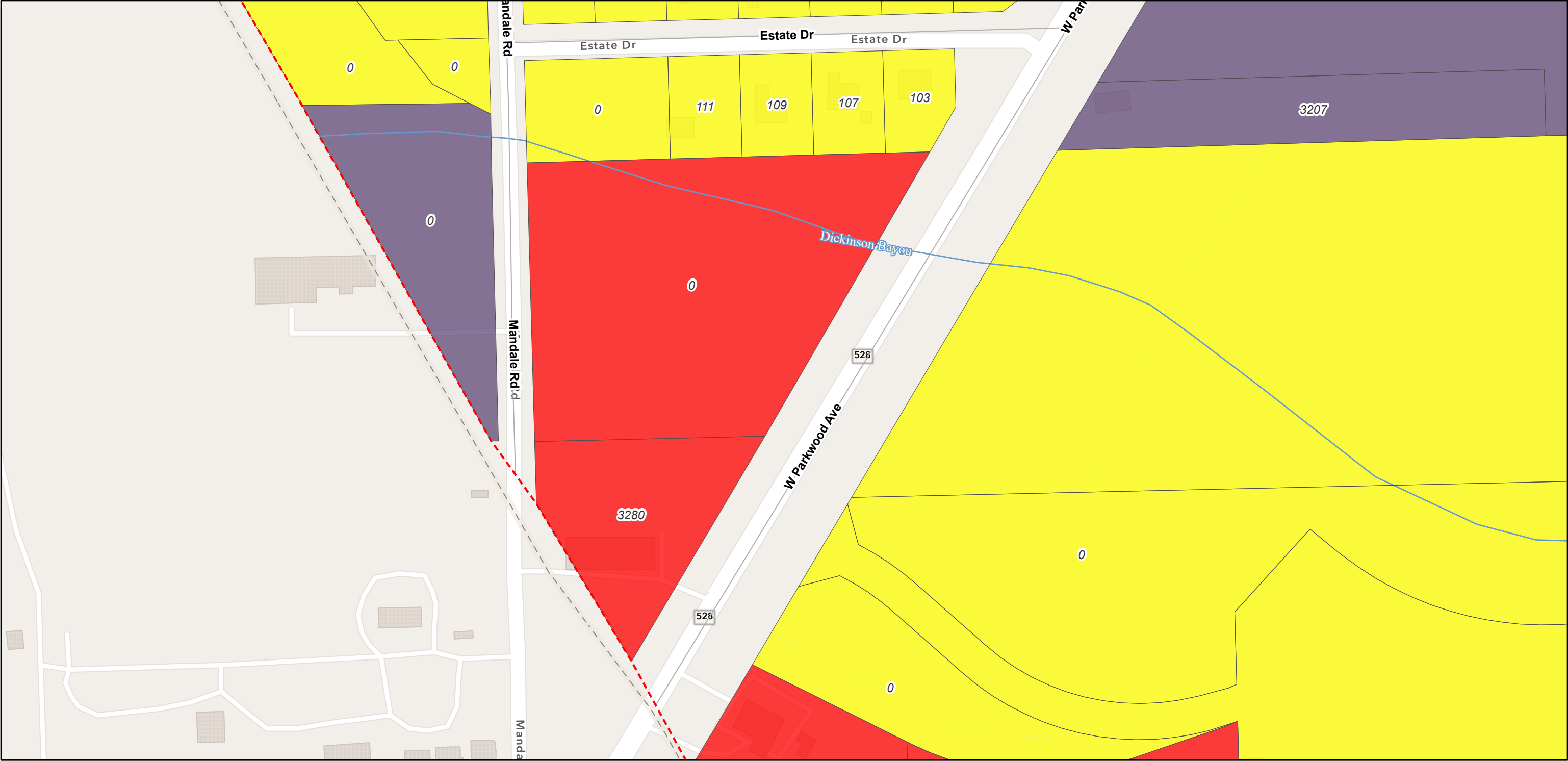
 Parcels

Parcels Owner Information

 All Linear Water Features



Friendswood, Texas



7/18/2022, 5:19:21 PM

- City Limits

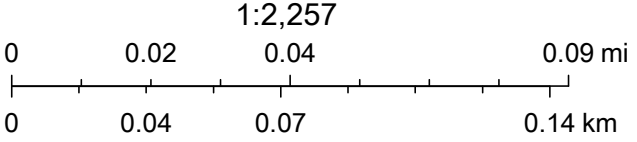
Streets

Parcels
- Parcels Owner Information

Office, Business Park

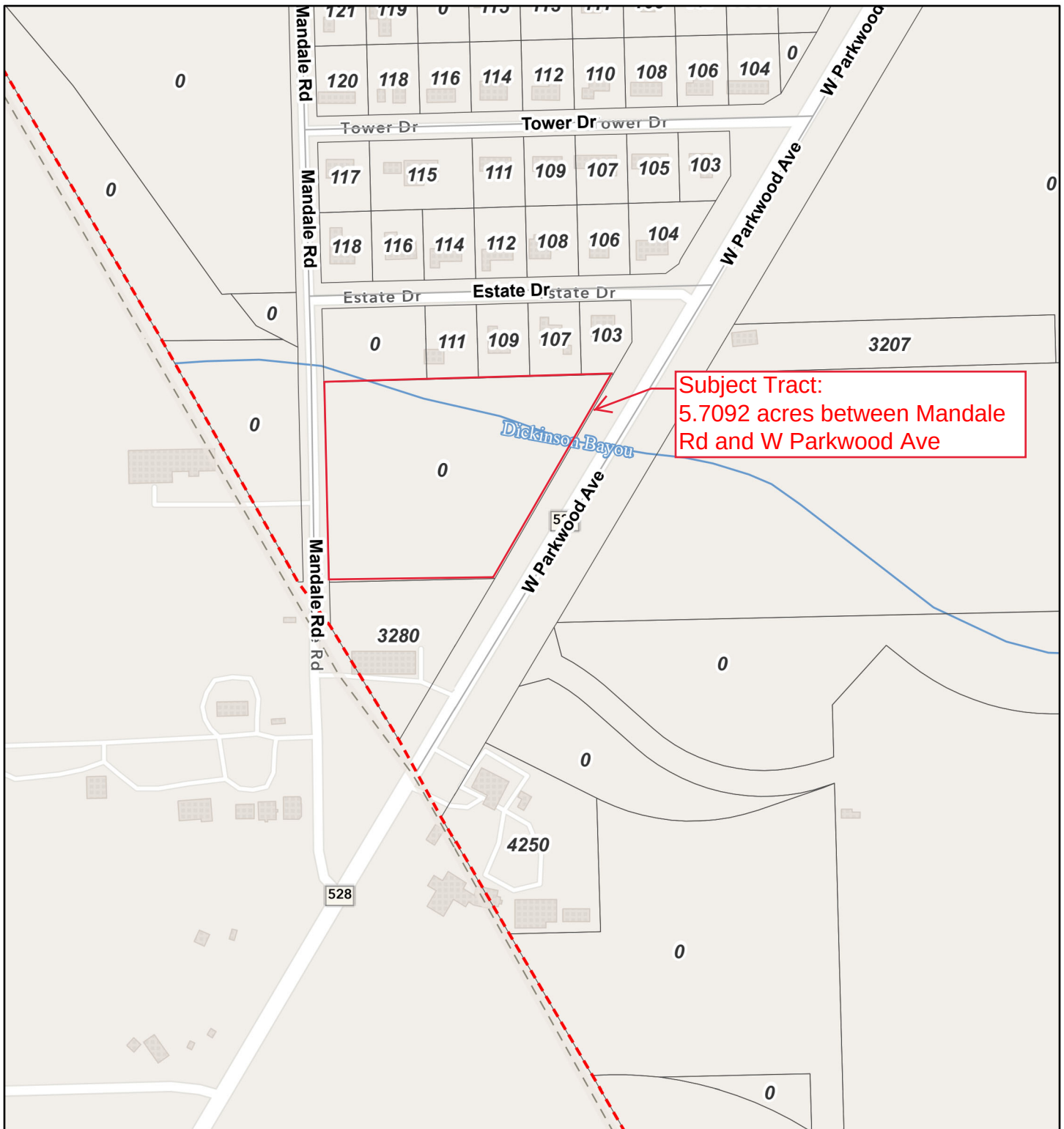
Retail
- Future Land Use Adopted 2021

Low Density



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Friendswood, Texas



Subject Tract:
5.7092 acres between Mandale Rd and W Parkwood Ave

7/11/2022, 4:57:28 PM

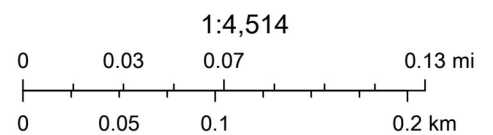
City Limits

Streets

Parcels

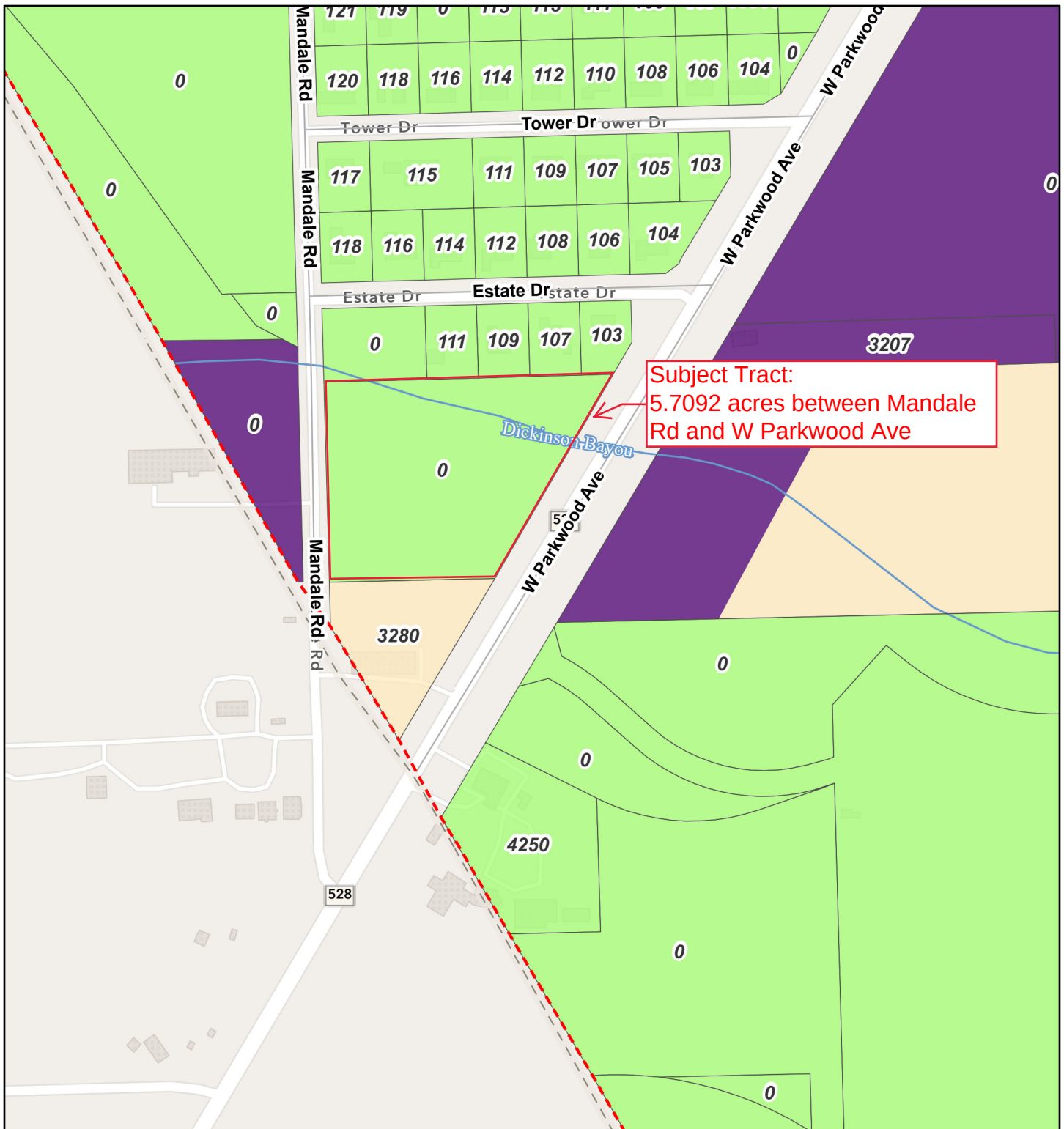
Parcels Owner Information

All Linear Water Features



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Friendswood, Texas



7/11/2022, 4:59:36 PM

 City Limits

Streets

Parcels

Parcels Owner Information

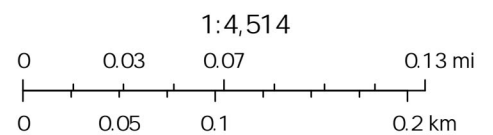
All Linear Water Features

Zoning of Parcels

BP

LI

SFR



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Rezoning Report

July 2022

Project: 5+ acres on W. Parkwood Ave.

Address: 5+ acres between W.Parkwood Ave and Mandale Rd.

Legal: 5.7092 acres of land, out of a 10.9037 acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas.

Request: Zone classification change from Single Family Residential (SFR) to Community Shopping Center (CSC).

Zoning Ordinance, Appendix C

- F. *(C-1) CSC, Community Shopping Center District, general purpose and description.* The CSC, Community Shopping Center District, is intended for a unified grouping, in one or more buildings, of several, typically between five and 20, retail and service shops or stores that provide for the regular needs and are for the convenience of the people residing in adjacent residential neighborhoods. Gross floor area in a community shopping center typically ranges from 30,000 to 100,000 square feet, and land area consists of two to ten acres in size. It is intended that the community shopping center be developed as a unit, with adequate off-street parking for customers and employees, and with appropriate landscaping and screening to ensure compatibility with surrounding residential environment. This district is ideally located at the intersection of two or more arterial or major streets with a service area of up to 1½ miles. Development of a community shopping center requires approval of a development site plan by the planning and zoning commission.
1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the CSC district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in a CSC district are set forth in subsection P of this section, permitted use table. A specific use permit for a shopping center as a particular use is required before any building permit or certificate of occupancy may be issued in this district.
 5. No CSC district shall be created which includes less than two acres.
 6. Buildings in the CSC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for

use by a national model code published within the last 3 code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Existing Use/Site Attributes:

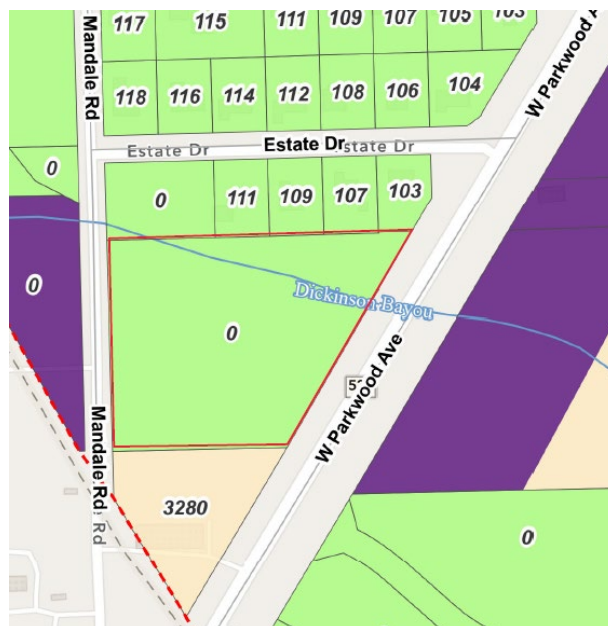
The subject property is a 5+ acre tract located between West Parkwood Ave and Mandale Road. The site is undeveloped.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is bordered to the north by Single Family Residential (SFR) zoning, and the property south of the subject tract is zoned Light Industrial (LI). The easterly side of the tract fronts West Parkwood Avenue and the westerly side fronts Mandale Rd.

Platting Analysis:

The property has not been platted. Platting will be required prior to development.

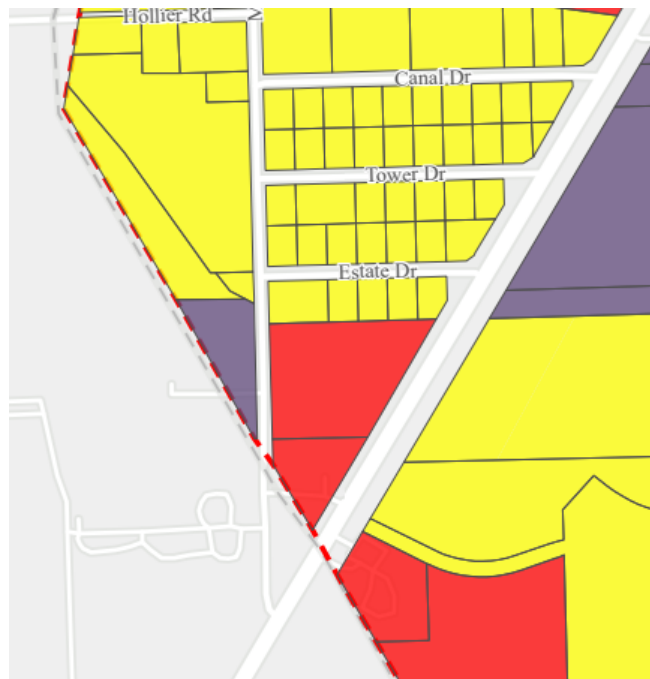
Planning Analysis:

The current zoning of Single Family Residential (SFR) allows 90-foot residential lots. The proposed zoned change to Community Shopping Center (CSC) would allow a variety of commercial uses such as retail, medical, food service, or office.

Notice of the public hearings was published in the newspaper; a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The 2021 Future Land Use Map identifies the site as “Retail.” The proposed zone change is compliant with the future land use map.

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

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

City of Friendswood water and sewer services will need to be extended and upgraded to serve the development.

Access:

The property has existing direct access from West Parkwood Ave (FM 528) and Mandale Road.

Park/Open Space:

Parkland Dedication does not apply to commercial property.

Memo

To: Mayor and City Council

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

Date: August 22, 2022

Re: Zone classification change request from Single Family Residential (SFR)
to Community Shopping Center (CSC)

At the Planning and Zoning Commission meeting held August 11, 2022, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Koerner was absent) on a motion to approve the requested zone classification change from Single Family Residential (SFR) to Community Shopping Center (CSC).

The subject property is a 5.7092-acre tract located on West Parkwood Ave. The site is currently undeveloped and has frontage on both West Parkwood Avenue and Mandale Road and includes a small portion of Dickenson Bayou. The 2021 Future Land Use Map identifies the site as "Retail" therefore the requested zone change is compliant with the future land use map. Future development of the tract will require platting and site plan approval and will be subject to the requirements of the Community Overlay District (COD).

The Planning & Zoning Commission recommends approval of the requested zone classification 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: September 12, 2022

Date submitted: 07/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the Official Zoning Map of the City of Friendswood to change the classification of 5.7092 acres of land, being out of a 10.9037 acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas, from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The applicant is requesting to change the zoning of 5.7092 acres from Single Family Residential (SFR) to Community Shopping Center (CSC) zoning. The Future Land Use Map (FLUM) identifies this property as retail/commercial for future development. Therefore, the requested zone change is in compliance with the FLUM. Additionally, the property has frontage on W. Parkwood Ave and Mandale Road. At the time of development, the site will be subject to the requirements of the Community Overlay District (COD) and will be required to provide screening in relation to the adjacent residential zoned properties.

Newspaper notices were published, property owner notices were mailed and a sign was posted on the property to notify residents and property owners of the public hearings.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Obtaining acreage zoned as commercial contributes towards the goals of the City to increase the ratio of commercial zoned versus residential zoned properties to diversify the tax base.

RECOMMENDATIONS

The Planning and Zoning Commission voted 6 to 0 (Commissioner Koerner was absent) in favor of the requested zone change. The full recommendation memo is attached.

ATTACHMENTS

1. Ordinance - Rezoning SFR to CSC
2. Exhibit A - Property Description of 5.7092 Acres

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF 5.7092 ACRES OF LAND LOCATED ON WEST PARKWOOD AVENUE, BEING MORE PARTICULARLY DESCRIBED AS 5.7092 ACRES OUT OF A 10.9037 ACRE TRACT, BEING A PART OF THE I & GN RR COMPANY SURVEY NO. 23, ABSTRACT 624, GALVESTON COUNTY, TEXAS AND ABSTRACT 740, BRAZORIA COUNTY, TEXAS; FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Estate of George A. Bofysil, Jr. (the "Owner") is the owner of the tract located along West Parkwood Avenue, being more particularly described as 5.7092 acres of land, out of a 10.9037 acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas, and Abstract 740, Brazoria County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC); and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission filed with City Council, its written report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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 Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC). The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 3. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereinabove.

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with 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 act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 8. This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 12th day of September, 2022.

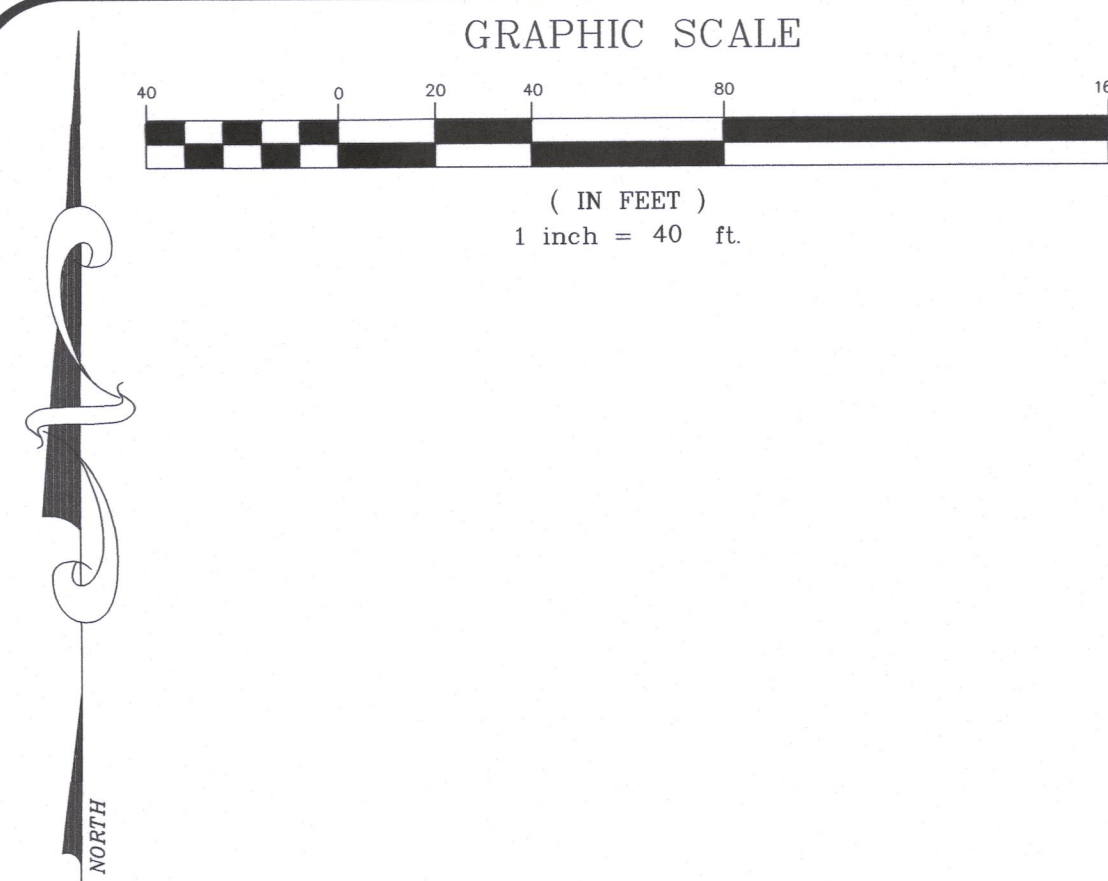
MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



- LEGEND:**
- AE - AERIAL EASEMENT
 - BL - BUILDING LINE
 - BLDG - BUILDING
 - ESMT - EASEMENT
 - FND - FOUND
 - IP - IRON PIPE
 - IR - IRON ROD
 - OR - CAPPED IRON ROD
 - *STS* - STAMPED SOUTH TEXAS SURVEYING
 - BCCF - BRAZORIA COUNTY CLERKS' FILE
 - BCDR - BRAZORIA COUNTY DEED RECORDS
 - BCMR - BRAZORIA COUNTY MAP RECORDS
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCING
 - PS - PARKING SPACES
 - ROW - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - UE - UTILITY EASEMENT
 - X- BARBED WIRE FENCE
 - O- CHAIN LINK FENCE
 - CONCRETE
 - COVERED CONCRETE
 - OVERHEAD ELECTRIC LINES
 - WOOD FENCE
 - WROUGHT IRON FENCE
 - GUY WIRE
 - CATCH BASIN
 - CABLE BOX
 - ELECTRIC BOX
 - ELECTRIC MH
 - FIRE HYDRANT
 - FIBER OPTIC MARKER
 - FLAG POLE
 - GAS METER
 - GAS VALVE
 - CURB INLET
 - LIGHT POLE
 - MANHOLE
 - MONITORING WELL
 - PIPELINE MARKER
 - POWER POLE
 - SERVICE POLE
 - SANITARY MANHOLE
 - STORM MANHOLE
 - TELEPHONE PEDESTAL
 - TRANSFORMER
 - TRAFFIC SIGNAL BOX
 - TRAFFIC SIGNAL POLE
 - UNDERGROUND CABLE MARKER
 - WATER WELL
 - WATER METER
 - WATER VALVE
 - BENCHMARK

MANDALE ROAD
(AKA COUNTY ROAD 133)
(60' PUBLIC R.O.W.)

NOTES:

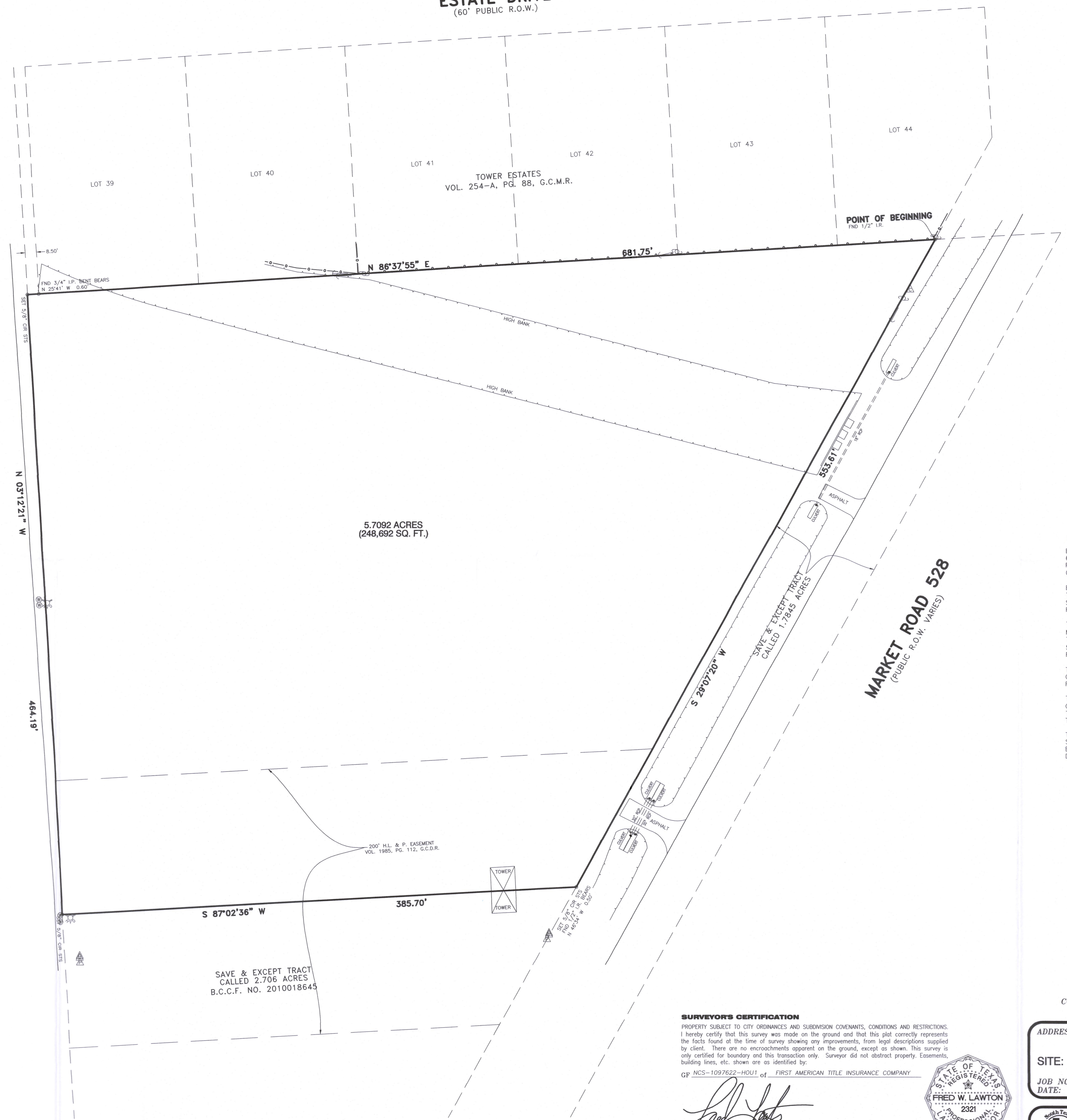
1. BEARING BASIS IS G.P.S. OBSERVATION WITH A BEARING OF N 03°12'21" W, ALONG THE EAST R.O.W. LINE OF MANDALE ROAD.
2. SURVEYOR DID NOT ABSTRACT PROPERTY SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY, EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY G.P. NO. NCS-1097622-HOU1 OF FIRST AMERICAN TITLE INSURANCE COMPANY.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED. IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2021. ALL RIGHTS RESERVED.

FLOOD NOTE:

PROPERTY LIES WITHIN FLOOD ZONE X & A, ACCORDING TO F.I.R.M. MAP NO. 48187C, 020506, DATE 08-15-2019, BY GRAPHING PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

ESTATE DRIVE
(60' PUBLIC R.O.W.)



LEGAL DESCRIPTION

BEING A 5.7092 ACRES OF LAND, BEING A PART OF THE I & GN RR COMPANY SURVEY NO. 23, ABSTRACT 624, GALVESTON COUNTY, TEXAS, AND ABSTRACT 740, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEARING AND BASIS G.P.S. OBSERVATION WITH A BEARING OF N 03°12'21" W, ALONG THE EAST R.O.W. LINE OF MANDALE ROAD.

BEGINNING AT A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING SET ON THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD 528, AND SAID POINT BEING THE SOUTHEAST CORNER OF TOWER ESTATES SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 254-A, PAGE 88, GALVESTON COUNTY MAP RECORDS;

THENCE SOUTH 29 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF MARKET ROAD 528, A DISTANCE OF 553.61 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR CORNER IN THE WEST RIGHT OF WAY LINE OF SAID FARM TO MARKET ROAD 528, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 46 DEGREES 34 MINUTES WEST, 0.50 FEET;

THENCE SOUTH 87 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 385.70 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 133;

THENCE NORTH 03 DEGREES 12 MINUTES 21 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 133, A DISTANCE OF 464.19 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE SOUTHWEST CORNER OF TOWER ESTATES SUBDIVISION;

THENCE NORTH 86 DEGREES 37 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF TOWER ESTATES SUBDIVISION, AT 8.50 FEET PASS A REFERENCE POINT FROM WHICH A FOUND ? INCH IRON PIPE BENT BEARS NORTH 25 DEGREES 41 MINUTES 00 SECONDS WEST, 0.60 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 681.75 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.7092 ACRES OF LAND.

SURVEY OF

BEING A 5.7092 ACRES OF LAND, BEING A PART OF THE I & GN RR COMPANY SURVEY NO. 23, ABSTRACT 624, GALVESTON COUNTY, TEXAS, AND ABSTRACT 740, BRAZORIA COUNTY, TEXAS.

ADDRESS: 0 MANDALE ROAD FRIENDSWOOD, TEXAS 77546	REVISIONS:
SITE:	NO. DATE DESCRIPTION
JOB NO: 2156-21	
DATE: 11-12-21	
SCALE: 1" = 40'	
SHEET 1 OF 1	

SURVEYOR'S CERTIFICATION

PROPERTY SUBJECT TO CITY ORDINANCES AND SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS. I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of survey showing any improvements, from legal descriptions supplied by client. There are no encroachments apparent on the ground, except as shown. This survey is only certified for boundary and this transaction only. Surveyor did not abstract property. Easements, building lines, etc. shown are as identified by:

GP NCS-1097622-HOU1 of FIRST AMERICAN TITLE INSURANCE COMPANY.

Fred W. Lawton
Fred W. Lawton, Registered Professional Land Surveyor No. 2321

STATE OF TEXAS
REGISTERED
FRED W. LAWTON
2321
PROFESSIONAL
LAND SURVEYOR

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

Copyright 2021 South Texas Surveying Associates, Inc. K:\COMRES 2021\2156-21.DWG (KT)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/25/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update on the Friendswood Library Town Hall Meeting.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library Town Hall Meeting held on July 19th had 45 people in attendance. Results from community input will be included in the final Friendswood Library Long-Range Plan to be completed by January of 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/25/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update on the Friendswood Library Annual Poetry Festival.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library Annual Poetry Festival will be held on September 24th and 25th in the library's Community Room. International and out-of-state poets will join an online event on September 24th. The library will host an in-person reading for local and regional poets on September 25th at 4pm. The public is invited to attend.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/30/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update regarding Pat Riffel receiving the Outstanding Court Support Staff of the Year by the Texas Municipal Court Association.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pat Riffel, Deputy Director of Administrative Services – Municipal Court, was named Outstanding Court Support Staff of the Year by the Texas Municipal Court Association. It is an organization of over 1000 members—90% judges with a few prosecutors and clerk/judges. The Association is the “parent” organization of the Texas Municipal Court Education Center. Judge Acuna, of Dallas, is the President.

Pat was granted the award for supporting and creating ways for court staff to maintain Municipal Court Clerk certification and get the required continuing education unit credits during the pandemic—as well as being a resource for clerks that are exploring the certification and being a resource for judges as they work to educate court staff members throughout Texas. Pat assisted the City of Ft. Worth's Municipal Court with developing policies, procedures, and criteria for its recently implemented mandatory certification program.

She was nominated for the award by Ft. Worth's Judge Rodgers and Friendswood's Associate Judge Barfield for assistance and support she provides to municipal court judges and clerks around the State of Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 09/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update regarding the Investment Policy Certification of Distinction Award from the Government Treasurers' Organization of Texas.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

I am happy to share that the City has earned it's 4th Investment Policy Certification of Distinction Award from the Government Treasurers' Organization of Texas!

The award is earned by the City's Investment Policy meeting GTOT's established standards for prudent public investing and the requirements of the Public Funds Investment Act. This is a 2-year certification and is valid through September 30, 2024.

I want to thank Katina Hampton, Rhonda Bloskas and their outstanding staff. I would also like to thank the Investment Committee including Robert Bozka, Allan Rasmussen and Cynthia Bowman for their annual review of the City's Investment Policy and City Council annual review and approval of the Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 09/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving an Interlocal Agreement with Harris County for the Fiscal Year 2022 Partnership Program – Blackhawk Boulevard.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Fiscal Year 2022 application for a Partnership Project for Harris County Precinct 2 was selected for continuation of construction of Blackhawk Boulevard from south of Pennystone Way to Geneva Drive. Precinct 2 has awarded the City \$1,200,000 to match the City's contribution of approximately \$1,200,000, for a total project projected cost of \$2,400,000.

This agenda item is to approve an Interlocal Agreement ("IA") with Harris County officially kicking off this joint participation project. Under the terms of this IA, the City will prepare plans, specifications, and estimates for construction of the project. Upon awarding the construction bid, the City will invoice the County for its cost share. The City's Engineering Department will manage the project day-to-day. The City will assume full responsibility for maintenance upon completion of the project.

The City's cost share will be funded via residual bond funds from the previous Blackhawk Boulevard project, and will be supplemented by the 3/8th Cent Street Improvement Sales Tax.

Once executed, the IA will be returned to Harris County to be signed by the County Judge.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The project resulting from the IA will result in the reconstruction of Blackhawk Boulevard from south of Pennystone to Geneva.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 22GEN1908 - Joint Participation Agreement - City of Friendswood + Exhibits

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of Friendswood** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, it is of mutual benefit to both Parties to construct improvements to water, paving, and drainage facilities in and around Blackhawk Boulevard from Pennystone Way to Geneva Drive, Friendswood, Texas 77546 (“Project”) as generally illustrated on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. City’s Responsibilities

- (i) The City will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates (“PS&E”) for the construction of the Project.
- (ii) Upon award of the bid the City will provide an invoice to the County for its cost share percentage for construction of the Project in accordance with Section 2 of this Agreement.
- (iii) Upon completion of the PS&E, the City will submit the PS&E to the County for review and approval.
- (iv) The City shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Project.
- (v) The City shall be responsible for all utility relocation efforts including pipelines.
- (vi) Upon approval by the County of the PS&E, the City will advertise for and receive bids for construction of the Project from qualified bidders. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to, Franchise Account Status with the Texas Comptroller of Public Accounts in good standing. The construction contract shall

require the qualified bidder to follow all federal, state, and local laws, rules, codes, ordinances, and regulations.

- (vii) Upon receipt of bids for the construction of the Project, the City shall determine the lowest and best bidder and provide the bids to the County with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the City.
- (viii) Upon award of a contract for construction of the Project, the City will:
 - (a) Manage and inspect the day-to-day construction of the Project, including construction materials testing ("CMT") in a manner similar to that of other County construction projects; and
 - (b) Through its contractor, construct the Project in accordance with the PS&E approved by the County. The City may make minor changes in the PS&E through change(s) in contract ("CIC") that the City deems to be necessary or desirable during the construction of the Project, so long as the original scope and intent of the Project is maintained; and
 - (c) Provide in-house project management services during construction.
- (ix) Upon completion of the construction of the Project, the City shall:
 - (a) Provide an opportunity for the County to participate in a final walk-through and preparation of a punch list in regard to the construction of the Project; and
 - (b) Assume full responsibility for the ongoing maintenance and repairs of the Project upon the County's acceptance of the construction of the Project.

B. County's Responsibilities

- (i) County will review the PS&E provided by the City and provide its approval within ten (10) business days. Should the County desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the County's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the County does not provide a response on the PS&E within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the County will be deemed approved.
- (ii) Upon award of the bid of the Agreement the County will remit payment to the City for the County Funding Share for construction of the Project in accordance with Section 2 of this Agreement.
- (iii) Upon receipt of the bids and award recommendation from the City for construction of the Project, the County will review the bids and provide concurrence for award of the construction contract to such lowest and best bidder within five (5) business days. If the County does not provide a response on the construction contract award recommendation within five (5) business days from its receipt of the recommendation, then the recommendation submitted to the County will be deemed approved.
- (iv) Upon completion of the construction of the Project, the County shall participate in a final walk-through and inspection of the Project.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

- A. The County agrees to provide \$1,200,000.00 towards the construction cost ("County Funding Share") necessary for the construction of the Project and the City agrees to provide \$1,200,000.00 of the construction cost necessary for the construction of the Project as generally illustrated on Exhibit B attached hereto and incorporated herein by reference.
- B. The County agrees to provide payment to the City within thirty (30) business days of receipt of the invoice.
- C. Parties agree that any construction costs incurred during the construction of the Project or other work to be performed under this Agreement in excess of the construction contract award amount may be funded by the City. The City agrees that in the event it is unable to perform the Project at a cost that does not exceed the total to be paid by each Party as set forth in Section 2.A. above, the City will provide notice of such event to the County. At that time, either Party may choose to terminate this Agreement or the Parties may mutually agree in writing how the additional funding of the Project will be paid.

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project or the City's receipt of all payments due from the County under this Agreement, whichever occurs later ("Term").
- B. This Agreement may be terminated by the City before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Miscellaneous

- A. Non-Assignability. The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party
- B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Friendswood
15355 Blackhawk Boulevard
Friendswood, Texas 77546
Attention: Jildardo Arias
Email: jarias@friendswood.com

Additional Contact: Attention: Samantha Haritos
Email: sharitos@friendswood.com

County: Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners, or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- D. No Third-Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.
- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.
- F. No Personal Liability; No Waiver of Immunity.

- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or the City.
- (2) The Parties agree that no provision of this Agreement extends the County's or the City's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

I. Contract Construction.

- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- (3) When terms are used in the singular or plural, the meaning shall apply to both.
- (4) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

- M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By: _____
Nicholas Santulli
Assistant County Attorney
CAO File No.: 22GEN1908

CITY OF FRIENDSWOOD

By: _____
Mike Foreman
Mayor

ATTEST

By: _____
Leticia Brysch
City Secretary

Exhibit "A"

Blackhawk Boulevard
Pennystone Way to Geneva Drive

Approximate Project Limits

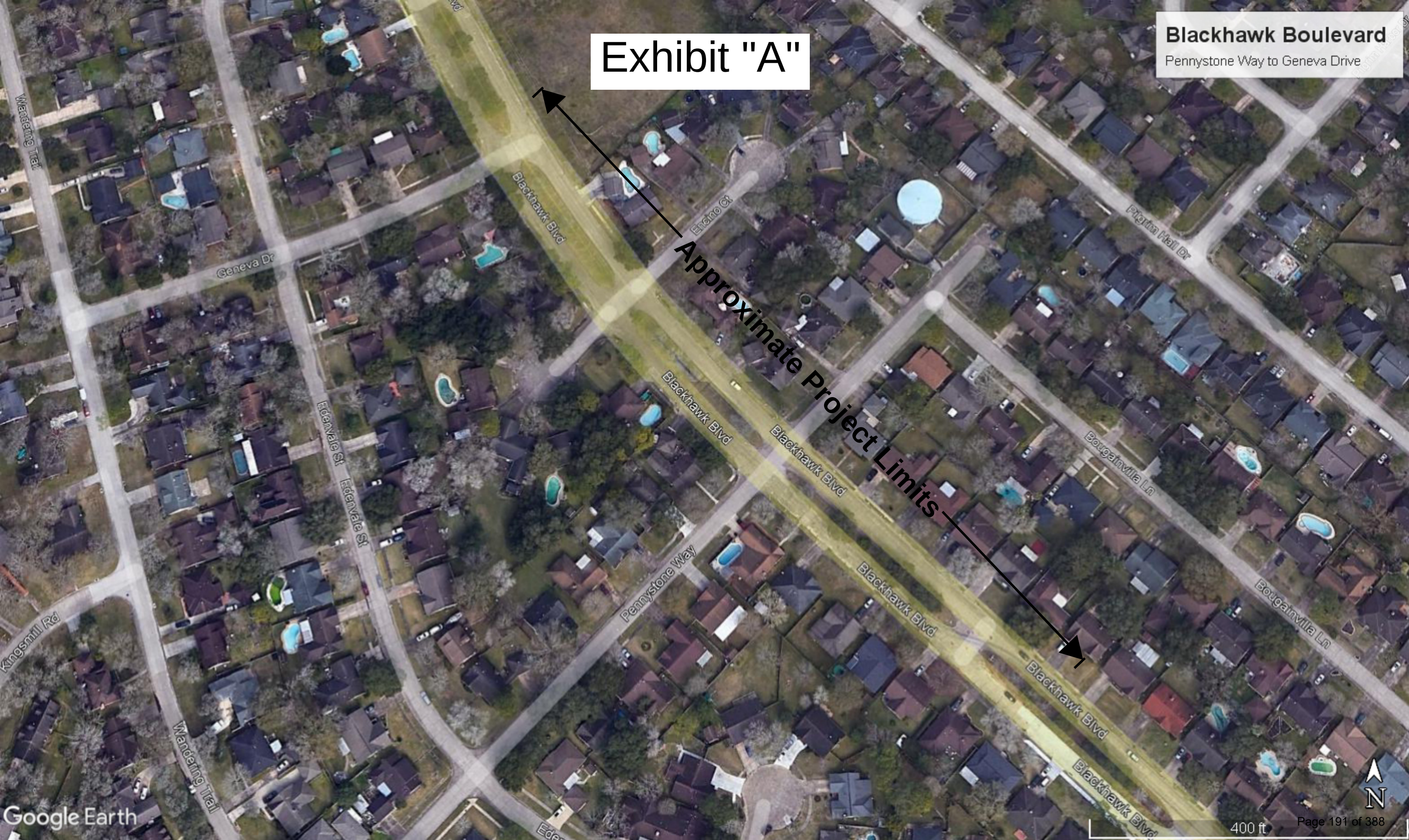


Exhibit B	
City of Friendswood	
Pct 2	
13-Apr-22	
Description	Estimated Cost (Estimate Used in Agreement)
Precinct 2 - Not to Exceed	\$1,200,000.00
City of Friendswood - Contribution Cost	\$1,200,000.00
Subtotal	\$2,400,000.00
Total Cost	\$2,400,000.00

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF FRIENDSWOOD TO CONSTRUCT DRAINAGE IMPROVEMENTS TO APPURTENANCES IN HARRIS COUNTY PRECINCT 2

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and City of Friendswood to construct water, paving, and drainage improvements to Blackhawk Boulevard, Friendswood, Texas, and all related appurtenances in Harris County Precinct 2
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/02/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution updating the City Council's Rules of Procedure.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution updates the City Council's Rules of procedure based upon the comment received at the City Council meeting held on July 9, 2022. Specifically, the proposed changes:

1. include a reference to executive sessions;
2. allow minutes to be kept electronically, rather than in a book;
3. reflect that the City Secretary reports to the City Manager;
4. delegate the authority to approve or disapprove absences of the City Council, the City Manager, the City Attorney and the City Secretary to the Mayor;
5. allow all Councilmembers present at a meeting to vote on a presiding officer;
6. remove the conditions on recesses in order to rely solely on state law;
7. mirror the language in the Charter regarding the Mayor having no veto power;
8. remove the references to conflicts of interest in order to rely on state law;
9. refer to the Charter regarding investigations by Council;
10. allow staff to summarize the item prior to a motion by Council;
11. establish a time period in which to submit a request for an agenda item regarding liaison reports; and
12. prohibit speakers from passing their time while retaining the ability of Council to extend time as appropriate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Rules of Procedure
2. Exhibit A - Rules of Procedure

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE CITY COUNCIL RULES AND ORDER OF BUSINESS PURSUANT TO CITY CHARTER SECTION 3.10, RULES OF PROCEDURE AND REPEALING RESOLUTION NO. 2022-02 AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.10 of the Charter of the City of Friendswood, Texas, allows the City Council to determine its own rules and order of business under which it will conduct its meetings; and

WHEREAS, after reviewing its rules, the City Council desires to amend the same; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the City Council of the City of Friendswood, Texas, hereby adopts the “Friendswood City Council Rules of Procedure,” attached hereto as Exhibit “A” and made a part hereof for all purposes.

Section 2. That Resolution No. R2022-02 and all other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

Karen Horner, City Attorney

H:\City Council\Resolutions\2022\09-12-2022\Resolution for Rules of Procedure.docx

Exhibit "A"

FRIENDSWOOD CITY COUNCIL RULES OF PROCEDURE

1. AUTHORITY

- 1.1 **Authority.** Pursuant to the provisions of Section 3.10 of the Charter of the City of Friendswood, the City Council enacts these rules of procedure for all meetings of the City Council of the City of Friendswood, Texas.
- 1.2 **Purpose.** During any regular or special council meeting, a reasonable opportunity shall be given to the citizens of the City to be heard, including, but not limited to, those matters under consideration. The rules of procedure are enacted as guidelines to be followed by all persons in the Council Chamber, including City administrative staff, news media and visitors.

2. GENERAL RULES

- 2.1 **Meetings to be Public.** All meetings of the council shall be open to the public, except as authorized by law.
- 2.2 **Quorum.** Four or more members of the Council is considered a majority of the members of the Council and shall constitute a quorum for the transaction of business.
- 2.3 **Compelling Attendance.** No member shall be excused from attendance at a Council meeting except for good valid reasons.
- 2.4 **Minutes of Meetings.** An account of all proceedings of the Council shall be kept by the City Secretary, which account shall constitute the official record of the Council.
- 2.5 **Questions to Contain One Subject:** All questions submitted for a vote shall contain only one subject.
- 2.6 **Right of floor.** Any member desiring to speak shall be recognized by the Presiding Officer, and shall confine his/her remarks to the subject under consideration or to be considered and will not be interrupted.
- 2.7 **City Manager.** The City Manager, or Acting City Manager, shall attend all meetings of the Council, unless excused. He/she may make recommendations to the council and shall have the right to take part in all discussion of the Council, but shall have no vote.

- 2.8 City Attorney.** The City Attorney shall attend all meetings of the Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law. The City Attorney shall act as the Council's parliamentarian.
- 2.9 City Secretary.** The City Secretary or Acting City Secretary shall attend all meetings of the City Council unless excused, shall act as the reading and recording secretary of the Council, shall keep the official minutes, and shall perform such other duties as may be requested and assigned by the City Manager.
- 2.10 Sergeant at Arms.** The highest-ranking police officer of the Friendswood Police Department in attendance at any meeting of the City Council, shall be, and is hereby, designated and appointed as the Sergeant at Arms for such meeting.
- 2.11 Officers and Employees.** Any officer or employee of the city, when requested by the City Manager, shall attend any meeting of the Council and present information relating to matters before the Council.
- 2.12 Absences.** The City Council hereby delegates its duty to excuse absences of Councilmembers, the City Manager, the City Secretary, the City Attorney or any other officer or employee required to attend any meeting of the Council, whether such duty is imposed by Charter or these rules, to the Mayor.
- 2.13 Suspension of Rules.** Any provision of these rules not governed by the City Charter or Code may be temporarily suspended by the affirmative vote of a four or more members of the Council present.
- 2.14 Amendment of Rules.** These rules may be amended, or new rules adopted by the affirmative vote of four or more members of the Council.

3. TYPES OF MEETINGS

- 3.1 Regular Meetings.** Per Section 3.09 of the Charter, the City Council shall hold at least one regular meeting each month. Effective 2021, one (1) regular meeting shall be held in the Council Chambers of the City Hall, 910 S. Friendswood Drive, Friendswood, Texas, on the first Monday of each month, commencing at 5:30 p.m., unless otherwise directed by the City Manager, and/or the Mayor. The regular meeting shall end no later than 10:30 p.m.; however, its duration may be extended with the approval of a two-thirds ($\frac{2}{3}$) vote of the members of Council present at such meeting. In the event that the first Monday should fall on a holiday, the meeting shall be rescheduled as determined by the Mayor, and/or the City Manager.
- 3.2 Special Meetings.** Special meetings of the Council shall be called by the City Secretary upon the request of the Mayor, the City Manager, or three (3) members of the Council. In the event of a special called meeting, the City Secretary shall

notify each member of the Council. Special meetings may be held at City Hall, or another location, in compliance with Section 3.09 of the Charter.

- 3.3 Emergency Meetings.** In case of emergency or urgent public necessity, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor, the City Manager, or three (3) members of the Council and it shall be sufficient if the notice is posted in accordance with Chapter 551, Texas Government Code, as amended.

4. PRESIDING OFFICER AND DUTIES

- 4.1 Presiding Officer.** The Mayor, or in his/her absence, the Mayor Pro Tem, shall preside as the Presiding Officer at all meetings of the Council. In the absence of both the Mayor and Mayor Pro Tem, and with a quorum being present, any councilmember may be appointed by four or more members of the City Council present. No Councilmember shall be required to abstain from voting on the election of a Presiding Officer under this section
- 4.2 Call to Order.** The meetings of the Council shall be called to order by the Mayor, or in his/her absence the Mayor Pro Tem; and in the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Manager.
- 4.3 Preservation of Order.** The Presiding Officer shall (i) preserve order and decorum, (ii) prevent insulting references to Councilmembers, impugning of other member's motives, and repetitious comments and (iii) confine remarks to the question under discussion. The presiding officer shall call upon the Sergeant at Arms as necessary to enforce compliance with the rules contained therein.
- 4.4 Substitution for Chair.** The Mayor may call upon the Mayor Pro Tem, or if he/she is unavailable, then any other member to take his/her place for a portion of a meeting. Such substitution is not to continue beyond adjournment.
- 4.5 Points of Order.** The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, then questions shall be, "Shall the decision of the presiding officer be sustained? If four or more members present vote "No", the ruling of the Presiding Officer is overruled; otherwise, it is sustained.
- 4.6 Questions to be stated.** The presiding officer shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon the request of any member.

- 4.7 Call for Recess.** The presiding officer may call for a recess of up to fifteen minutes at regular intervals of approximately one hour at appropriate points in the meeting agenda.
- 4.8 Votes.** Councilmembers shall clearly indicate their vote on each matter submitted to a vote.
- (a) The Mayor may make or second motions, and shall vote on all matters before the Council, unless otherwise prohibited by law, but shall have no power of veto.
 - (b) The presiding officer shall have no power to recess a meeting, to adjourn a meeting, or to prevent the City Council from considering an agenda item or lay the same out for consideration except in strict accordance with Texas Open Meetings Act, the City Charter, and as enacted herein. If not withstanding the positive provisions of this rule, the presiding officer whether Mayor, Mayor Pro Tem, or Councilmember presiding, shall attempt to prevent City Council from taking any action on any agenda item brought before it, any Councilmember present may call for a vote of the City Council to consider the matter.
 - (c) Except as otherwise provided by law or these rules, all action required of the City Council shall be made by a vote of four or more of the members of the Council; provided, however, if there is a vacancy on Council, action required of the City Council shall be made by majority of the active members of Council.
 - (d) Excluding conflicts of interest as provided by state law or by City Charter, all Councilmembers present at each meeting must vote on each subject presented for Council vote. All votes must be taken in accordance with Section 3.10 of the Charter.

5. CODE OF CONDUCT

5.1 Councilmembers

- (a) During Council meetings, Councilmembers shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to observe the rules of the Council.
- (b) A Councilmember, once recognized, shall not be interrupted while speaking unless a point of order is raised by another member or the parliamentarian, or unless the speaker chooses to yield to questions from another member. If a Councilmember is called to order while he/she is speaking, he/she shall

cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed.

- (c) Any member of the City Council; including the Mayor, who fails to observe decorous and orderly behavior during a meeting or who disturbs a meeting of Council with such disorderly conduct, is subject to being expelled from such meeting upon motion passed by two-thirds ($\frac{2}{3}$) vote of the Council present at this meeting.
- (d) Any member of the City Council, including the Mayor, reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and disorderly behavior during a subsequent meeting and again disturbs any meeting of the Council by such disorderly conduct shall be subject to the same power of Council to reprimand him/her, expel him/her from the meeting, or subject such member to investigation by the City Council in accordance with Section 3.16 of the Charter.

5.2 Administrative Staff

- (a) Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Council and shall have no voice unless and until recognized by the Mayor or presiding officer.
- (b) While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and City employees are concerned, the City Manager also shall be responsible for the orderly conduct and decorum of all City employees under his/her direction and control.
- (c) All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof.
- (d) No staff member, other than a staff member having the floor, shall enter into a discussion either directly or indirectly without permission of the Mayor, or presiding officer.

5.3 Citizens

- (a) Citizens are welcome and invited to attend all meetings of the Council and will be admitted to the Council Chamber or other room in which the meeting is held, up to the fire safety capacity of the room and/or to protect the health, safety, and welfare of the public.
- (b) Citizens will refrain from private conversation in the Chamber, or other room, while the Council meeting is in session.

- (c) Citizens attending Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant at Arms is so directed by the Mayor or presiding officer, and such person shall be barred from further audience before the Council during that session of the Council.
- (d) Unauthorized remarks from the audience, stamping of feet, applauding, whistles, yells, and similar demonstration shall not be permitted and the presiding officer shall direct the Sergeant at Arms to remove such offenders from the room. In case the presiding officer shall fail to act, any member of the Council may move to require him/her to act to enforce the rules, and the affirmative vote of four or more members of the Council present shall require the presiding officer to act.
- (e) No placards, banners, exhibits of any kind will be permitted in the Council Chamber except exhibits, displays, and visual aids used in connection with presentations to the council, provided that such exhibits, displays and visual aids do not disrupt the meeting.

5.4 In General

- (a) **Rules.** Robert's Rules of Order (latest revision) shall govern in all cases, unless Robert's Rules of Order are in conflict with the City Charter, City ordinances, or rules of procedure hereby adopted, provided that the "Rules Governing Debate, Rules Against the Chair's Participation in Debates" shall not be applicable and the Mayor, or presiding officer, shall have the right to participate in debate of issues pending before the Council.
 - (1) Prior to any motion or debate concerning a posted agenda item, the City staff may present the Council with an overview of the item.
 - (2) Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate the state law or home rule charter, and provided that not less than two-thirds Councilmembers vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended.
- (b) **Recognition by presiding officer.** No person shall address the Council without first being recognized by the presiding officer.

- (c) **Procedure.** Each person addressing the Council shall approach the podium, give his/her name and address in an audible tone of voice for the records, state the subject the person wishes to discuss. All comments shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, directly or through a member of the Council, without permission of the presiding officer. No question may be asked a member of the City staff without the permission of the presiding officer.
- (d) **Charges against employees.** Should any person in a Council meeting charge an employee, other than the City Manager, the City Attorney, or the Municipal Court Judge, with improper conduct, malfeasance, nonfeasance, or misfeasance, then in such event, such person shall be ruled out of order immediately and instructed to refer his/her complaint to the City Manager.
- (e) **Disturbances.** No person attending any Council meeting shall delay, interrupt, or disrupt the proceedings or refuse to obey the orders of the presiding officer. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant at Arms is so directed by the presiding officer.
- (f) **Communication devices.**
 - (1) The use of wireless communication devices to send/receive text messages, instant messages, and/or emails between members of the City Council during Council meetings is prohibited.
 - (2) No person attending any Council meeting shall possess a pager, cellular telephone, radiotelephone, or other device that is set in a mode to provide audible notification of an incoming call, text, or page.
 - (3) No person attending any Council meeting shall use a cellular telephone, radiotelephone, or other telecommunication device for audible communications while the Council meeting is in session.

6. ORDER OF BUSINESS

- 6.1 **Agenda.** The order of business of each regular and special meeting shall be as contained in the agenda prepared by the City Manager. The agenda shall be a listing by topic of subjects to be considered by the Council. Placement of items on the agenda shall be governed by this Section. Conduct of business at special

meetings shall likewise be governed by an agenda and the rules of procedure contained herein. The placement of agenda items for each meeting is determined as follows:

- (a) Except as provided in subsection (b) of this section, any and all ordinances, resolutions, or other matters, including all written data, except emergency items, to be brought before the City Council for its consideration, by the Mayor or by any member of the Council, shall be submitted in writing to the City Secretary and/or City Manager not later than 2:00 p.m. of the Monday preceding the meeting at which the same is to be considered.
- (b) Information concerning liaison reports, which do not fall under Section 551.0415 of the Texas Government Code concerning reports about items of community interest for which no action will be taken, to be brought before the City Council by the Mayor or by any member of the Council shall be submitted in writing to the City Secretary and/or City Manager not later than 2:00 p.m. of the Wednesday preceding the meeting at which the same will be presented.
- (c) When an ordinance, resolution, motion, or other measure of any sort has been placed before the City Council and defeated, the same identical question shall not again be considered by the City Council until ninety (90) days have elapsed, unless the Council, by the vote of at least four (4) Councilmembers, waives this restriction as to the item.

The agenda order set out is the desired order for conducting the business of the City Council of the City of Friendswood in regular and special meetings. When in the best interest of the Council and the citizens of the City require, any item appearing on the agenda shall be considered out of order as shall be determined by the presiding officer in his/her sole discretion.

- 6.2** The order of the agenda shall be as follows unless the Mayor, or City Manager, determines that a different order is in the best interest of the City Council, and/or the citizens of the City:

- (a) **Call to Order.**
- (b) **Invocation.**
- (c) **Pledge of Allegiance.**
- (d) **Council Comments and Reports.**
 - (1) **Council Comments.** Each member of the Council will be given a five-minute time period to provide comments about items of

community interests, pursuant to Section 551.0415 of the Texas Government Code, which include:

- a. Expressions of thanks, congratulations, or condolences;
- b. Information regarding holiday schedules;
- c. An honorary or salutatory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a persons' public office of public employment is not an honorary or salutatory recognition;
- d. Reminder about an upcoming event organized or sponsored by the governing body;
- e. Information regarding a social, ceremonial, or community event organize or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official of the governing body; and
- f. Announcements involving an imminent threat to the public health and safety of people in the City that has arisen after the posting of the agenda.

(2) Council Reports. The members of the Council may provide Liaison Reports that are items of community interest or that are posted in accordance with Section 551.041 of the Texas Government Code.

(e) Public Comment.

- (1)** Any citizen shall have a reasonable opportunity to be heard at any and all regular or special meetings of the City Council in regard to any and all matters to be considered at any such meetings, or such other matters as citizens may wish to bring to Council's attention. Any matter not posted on the agenda may not be discussed by Council, nor shall any action be taken by Council, except to indicate that the matter may be placed on a later agenda.
- (2)** Each speaker shall submit a card requesting the right to address the Council to the City Secretary prior to the commencement of the meeting.

(3) Each speaker shall be granted a three-minute time period to speak before the Council, and the Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate. Speakers may not pass their time.

(4) No electronic media is allowed for presentation during the public comment period. Information being presented to the Council should be in paper format and ten (10) copies should be provided to the City Secretary for distribution to the Council and staff.

(f) **Special Recognition and Acknowledgments.**

(g) **Committee or Special Reports.**

(h) **Work Session Topics.**

(i) **Public Hearings** – as called.

(1) *Sign in procedure.* Prior to the start of the public hearing, the Presiding Officer may require that all persons desiring to be heard sign in with the City Secretary, giving their names and addresses. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing, persons who have signed in and wish to be heard shall be given an opportunity to be heard.

(2) Each speaker that requests to speak at a public hearing shall be granted a five-minute time period to speak before the Council and the Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate. Speakers may not pass their time.

(3) *Presentations.*

a. Staff will present the Council with an overview of the public hearing.

b. The Person, Group, or Applicant of the item at hand shall be granted a 15-minute time period to give the Council a presentation. The Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate.

1. Any PowerPoint presentation must be received by the City Secretary not later than 5:00 p.m. of the Friday preceding the meeting at which the same is to be considered.

2. Information being presented to the Council should be in paper format and ten (10) copies should be provided to the City Secretary for distribution to the Council and staff.
- (4) No member of the Council, including the Mayor, shall be permitted to address the Council during a public hearing held by the Council or to address any board or commission of the City during a public hearing held by such board or commission.
- (j) **City Manager Reports.**
- (k) **Business Items.**
 - (1) Appointments;
 - (2) Services Agreements;
 - (3) Contracts; and
 - (4) Other as deemed appropriate by staff.
- (l) **Ordinances and/or Resolutions to be considered.**
- (m) **Consent Agenda.** The consent agenda may include routine matters which require no discussion (any member of the Council may remove an item from the consent agenda for discussion and possible action).
- (n) **Executive Session.**
The Council may retire into executive session as authorized by Chapter 551, Texas Government Code, as amended. Matters discussed during each Executive Session shall be identified by certified agenda or tape recorded, prepared, and retained as required by law.
- (o) **Action Related to Executive Session.**
- (p) **Adjournment.**

7. **CONSIDERATION OF ORDINANCES, RESOLUTIONS AND MOTIONS**

- 7.1 **Printed or Typewritten Form.** All ordinances and resolutions shall be provided to the Council in printed or electronic form. The Council may, by proper motion, amend any ordinance or resolution presented to it and direct that the amended ordinance or resolution be adopted, except as otherwise provided by the Charter or state law.

- 7.2 City Attorney to Approve.** All ordinances, resolutions, and contracts and amendments thereto shall be approved as to form by the City Attorney.
- 7.3 Distribution of Ordinances and Resolutions.** The City Manager or his/her designee shall provide electronic or paper copies of all proposed ordinances and resolutions to all members of the Council before or at the meeting at which the ordinance or resolution is to be considered.
- 7.4 Discussion, Consideration and Processing of Items:**
- (a) *Motion to table.* Since the City Council of the City of Friendswood will always have regularly scheduled meetings, a motion to table, when carried, does not permanently defeat an ordinance, resolution, motion, or other measure. If such ordinance, resolution, motion, or other measure is tabled by a majority vote of the City Council, such ordinance, resolution, motion, or other measure, if not sooner removed from the table, must be removed at the third meeting, and acted upon, even if only to place the item on the table again.
 - (b) *Procedure to debate.* Upon any ordinance, resolution or other measure being laid out, or any motion being made, any Councilmember present, before there is any debate opened on the subject, may make a parliamentary objection to the consideration of the subject which need not be seconded. No debate shall then be permitted, and the presiding officer shall immediately put the question, “shall the objection be sustained”? If the objection is sustained by a vote of two-thirds ($\frac{2}{3}$) of the Councilmembers present, the ordinance, resolution, motion, or other measure is permanently defeated for that meeting and shall not be debated unless reconsidered under Section 6.1.b of these rules.
 - (c) *Closing of debate.* If, during debate upon any ordinance, resolution, motion or other matter before the Council, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the presiding officer shall immediately ask the Council, “is there any objection to proceeding to a vote on the ordinance, resolution, motion, or other measure before the Council being taken immediately?” If any member objects, the presiding officer shall immediately and without debate put the question, “shall the subject being discussed be put to a vote, without debate?” to a vote of the Council, and if two-thirds ($\frac{2}{3}$) of the Councilmembers present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the ordinance, resolution, motion, or other measure taken immediately.
 - (d) *Reducing motion to writing.* All oral motions must be seconded before being put to vote by the chair (except where otherwise provided in these rules), and upon request of any other member of the Council, or Mayor, the

party making any such oral motion (except a motion to order a vote on a subject being considered per 7.4.c, or other such procedural matter) shall reduce the same to writing, or request the City Secretary to do the same.

- (e) *Vote Required.* An affirmative vote of the four (4) or more members of the Councilmembers present is necessary to adopt or approve any ordinance, resolution or take any official action in the name of the City except as otherwise provided in the Charter or by state law. Should the Charter or state law require more than four (4) Councilmembers to pass an item, the City Manager or the City Attorney shall notify the Council of such requirement prior to the vote.

8. CREATION OF COMMITTEES

- 8.1 Council Committees.** The Council may, as the need arises, authorize the appointment of the “ad hoc” Council committees. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority of the Council.
- 8.2 Citizen Boards, Commissions, and Committees.** The Council may create other committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the City Charter, Code or state law. Memberships and selection of members shall be as provided by the Council if not specified by the City Charter, Code or state law. Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a vote of four (4) members of the Council. No committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, Code or state law.

9. OATH OF OFFICE.

The Councilmembers elected to office shall take their oaths of office at the following meetings or as soon thereafter as possible:

- (a) At the Council meeting when the votes are canvassed for the general or special election, held on the election date on which the Councilmember ran or was to run (if unopposed); or
- (b) At the next regularly scheduled Council meeting if all Councilmembers running for office were unopposed and there was no special election.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/16/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

The State of Texas owns and operates FM 518 in Galveston County. The City of Friendswood has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 (W. Edgewood Drive) and Clearview Drive for the purpose of the Friendswood High School Homecoming Parade on October 13, 2022 between 6:30 p.m. ad 7:00 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - TxDOT Agreement for the Friendswood ISD Homecoming Parade
2. FHS Homecoming Parade TxDOT Agreement 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM2351 and Clearview Drive for the Friendswood High School Homecoming Parade to be held on October 13, 2022, between 6:30 p.m. and 7:00 p.m.; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 between FM 2351 and Clearview Drive for the above-referenced parade; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the City Council of the City of Friendswood, Texas, finds that the above-referenced recitals are true and correct.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the Friendswood High School Homecoming Parade to be held on October 13, 2022, between 6:30 p.m. and 7:00 p.m. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of **FRIENDSWOOD**, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **FM 518**, in **GALVESTON**, County; and

WHEREAS, the local government has requested the temporary closure of **FM 518 (S. FRIENDSWOOD DRIVE) BETWEEN FM 2351 AND CLEARVIEW DRIVE** for the purpose of **FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE**, from **6:30 PM** to **7:00 PM** as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **12TH** day of **SEPTEMBER**, **2022**, the **FRIENDSWOOD** City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
CITY OF FRIENDSWOOD	Texas Department of Transportation
Morad Kabiri, City Manager	Eliza C. Paul, P.E.
910 S. Friendswood Drive	District Engineer
Friendswood, TX 77546	Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By _____ Date September 12, 2022
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer



City of Friendswood

Traffic Control Plan

"Friendswood High School Homecoming Parade"

Thursday, October 13, 2022, 6:30 pm

Farm to Market Traffic Stopping Points

FM 518 (South Friendswood Drive)

Clearview Drive

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down Clearview Drive to Quaker Drive to Heritage Drive to Pecan Drive to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to Clearview Drive and FM 518.

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518. Traffic will be allowed to go east or west bound on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518.

Barricade and traffic cones will be used at intersections on FM 2351 and FM 518 and secondary streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

Northbound traffic on FM 518 will be directed down Clearview Drive. Traffic can turn north onto Quaker Drive to FM 2351. Traffic can turn back northbound onto FM 518.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time. (6:30 pm)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Channel 17 Comcast cable service, and ATT Uverse Channel 99

City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

CivicSend email notification program

CivicReady email and text notification

Police Department • 1600 Whitaker Drive • Friendswood, Texas 77546-4177 • Fax (281) 482-9318
Office of the Chief • Administration and Records • Public Safety Communications Center
(281) 996-3313 (281) 996-3318 (281) 996-3300

City website, Facebook & Twitter
Other news media

Capt. Dennis Senter, Patrol Commander
Lt. James Price, Parade Master

281-996-3321
281-996-3371

Exhibit B

(Insert Resolution)

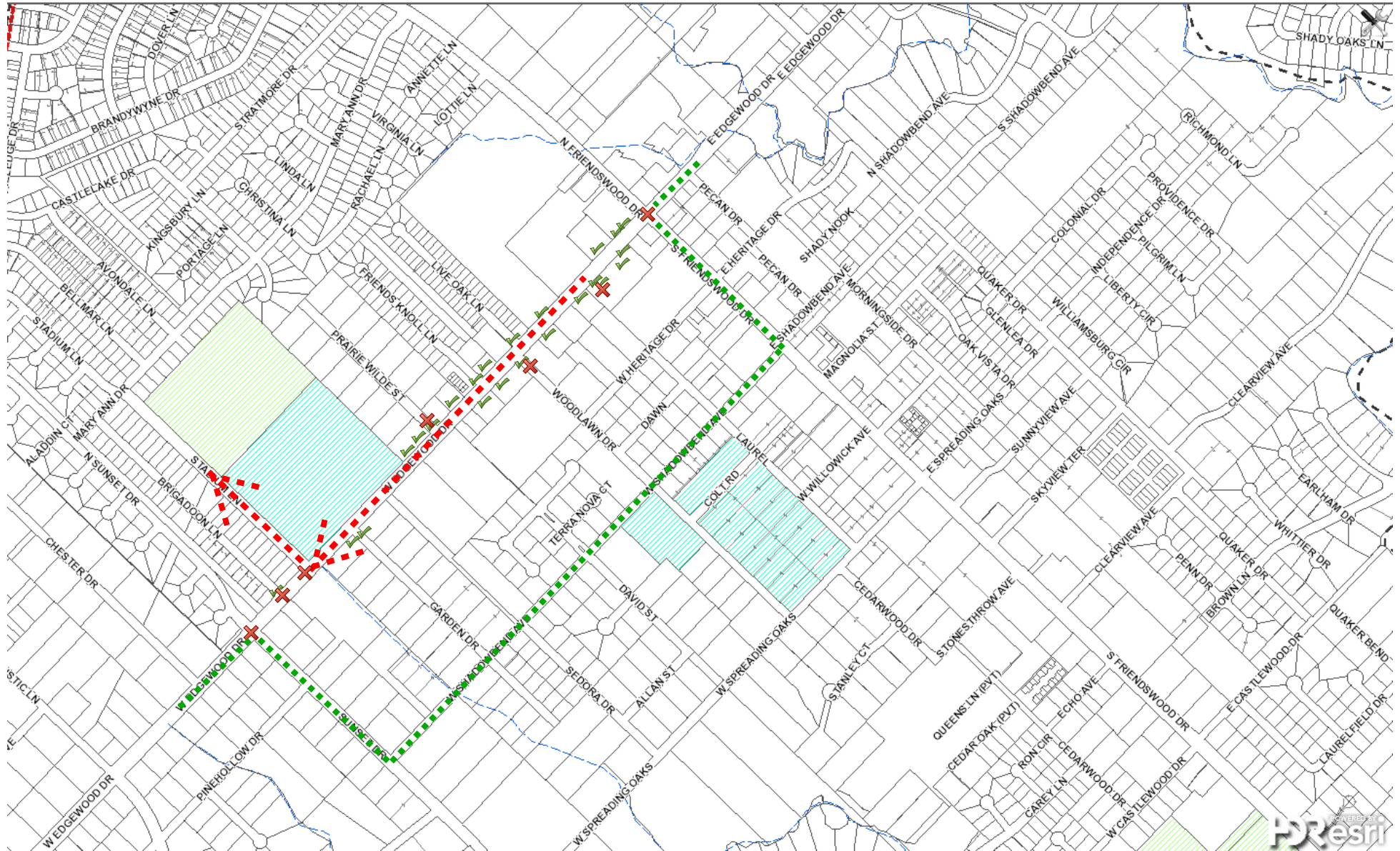
Friendswood High School Homecoming Parade & Pep Rally
Thursday, October 13, 2022
6:30 p.m. to 7:00 p.m.

✕
Police

✓
Barricades

Parade Route

Detour Route



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/15/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution urging the Board of Governors of the United States Postal Service, the United States Postmaster General and the Postmaster to address the conditions and operations of the post office located at 310 Morningside Drive as well as drop-off locations within the City.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution urges the Board of Governors of the United States Postal Service, the United States Postmaster General and the Postmaster to address the conditions and operations of the post office located at 310 Morningside Drive as well as drop-off locations within the City.

The City recognizes the value of having a post office located within its corporate limits at 310 Morningside Drive, Friendswood, Galveston County, Texas (the "Post Office"). However, the maintenance of the property on which the Post Office is located and the operations of the postal service within the City fails to meet the expectations of the citizens of Friendswood. Specifically, the following maintenance issues have been cited:

1. unkempt appearance of the property under the control of the United States Post Office,
2. lack of routine maintenance at the Post Office,
3. filth and dirt throughout the Post Office, and
4. mold within the Post Office.

Additionally, the following operational issues of the United States Postal Service have been cited:

1. missing mail,
2. stolen mail,
3. inability to drive through and drop off mail at the Post Office, and
4. mail spilling out of drop boxes at the Post Office and at other drop off locations within the City.

This proposed resolution urges the federal government to address the above-referenced conditions in order to provide proper postal services to the citizens of Friendswood and to protect their health, safety, and welfare.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Urging Post Office Issues be Resolved

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, URGING THE POSTMASTER, THE UNITED STATES POSTMASTER GENERAL AND THE BOARD OF GOVERNORS OF THE UNITED STATES POSTAL SERVICE TO ADDRESS THE CONDITIONS AND OPERATIONS OF THE POST OFFICE LOCATED AT 310 MORNINGSIDES DRIVE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AS WELL AS OTHER DROP-OFF LOCATIONS WITHIN THE CITY OF FRIENDSWOOD; DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO THE RESPONSIBLE PARTIES; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the City Council of the City of Friendswood ("City") recognizes the value of having a post office located within its corporate limits at 310 Morningside Drive, Friendswood, Galveston County, Texas (the "Post Office"); and

WHEREAS, the City Council, however, believes that the maintenance of the property on which the Post Office is located and the operations of the postal service within the City fails to meet the expectations of not only the Board of Governors of the United States Postal Service, the United States Postmaster General and the Postmaster of the Post Office, but also the citizens of Friendswood; and

WHEREAS, the following maintenance issues have been cited:

- a. unkempt appearance of the property under the control of the United States Post Office,
- b. lack of routine maintenance at the Post Office,
- c. filth and dirt throughout the Post Office, and
- d. mold within the Post Office; and

WHEREAS, the following operational issues of the United States Postal Service have been cited:

- a. missing mail,
- b. stolen mail,
- c. inability to drive through and drop off mail at the Post Office, and
- d. mail spilling out of drop boxes at the Post Office and at other drop off locations within the City; and

WHEREAS, the City Council of the City finds that the conditions referenced herein must be addressed immediately in order to provide proper postal services to the citizens of Friendswood and to protect their health, safety, and welfare; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That the City Council hereby urges that the Board of Governors of the United States Postal Service, the United States Postmaster General and the Postmaster of the Post Office address the conditions stated herein immediately in order to protect the health, safety, and welfare of the citizens of Friendswood.

Section 3. That the City Secretary is hereby directed to send copies of this resolution to the following:

Chairman Roman Martinez, IV
Board of Governors
United States Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-0010

Douglas Tulino
Deputy Postmaster General
United States Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-0010

Louis DeJoy
United States Postmaster General
United States Post Office
475 L'Enfant Plaza, SW
Washington, DC 20260-0010

Linda Rodriguez
Postmaster
United States Post Office
310 Morningside Dr.
Friendswood, TX 77546

Section 4. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 09/01/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution amending and restating Resolution No. R2020-24, adopted on November 2, 2020, approving the City's Civil Rights Resolution, which includes the Citizen Participation Plan and Grievance Procedures, a Section 3 Policy, an Excessive Force Policy, a Limited English Proficiency Policy, a Section 504 Policy, a Code of Conduct Policy, and a Fair Housing Policy, pursuant to the requirements of the Texas General Land office for Community Development Block Grant - Disaster Recovery Program.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution amends and restates Resolution No. R2020-24, adopted on November 2, 2020, regarding the City's Civil Rights Resolution, pursuant to the requirements of the Texas General Land office for Community Development Block Grant - Disaster Recovery Program. Specifically, the GLO is requiring that the resolution be titled "Civil Rights Resolution." As such, this amended resolution includes such change and readopts the following:

1. the Citizen Participation Plan and Grievance Procedures,
2. a Section 3 Policy,
3. an Excessive Force Policy,
4. a Limited English Proficiency Policy,
5. a Section 504 Policy,
6. a Code of Conduct Policy, and
7. a Fair Housing Policy.

Notice of this proposed resolution was published in the City's official newspaper and posted on the City's website in order for the City to receive input regarding the proposed resolution.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City has two active contracts with the Texas General Land Office (GLO) for Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, infrastructure and acquisitions. The GLO requested that this resolution be amended with the title "Civil Rights" being added.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Civil Rights

CIVIL RIGHTS RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING AND RESTATING RESOLUTION NO. R2020-24 ADOPTED ON NOVEMBER 2, 2020, APPROVING AND ADOPTING A CITIZEN PARTICIPATION PLAN AND GRIEVANCE PROCEDURES, A SECTION 3 POLICY, A LIMITED ENGLISH PROFICIENCY PLAN, AN EXCESSIVE FORCE POLICY, A SECTION 504 POLICY AND GRIEVANCE PLAN, A CODE OF CONDUCT POLICY AND A FAIR HOUSING POLICY PURSUANT TO THE REQUIREMENTS OF THE TEXAS GENERAL LAND OFFICE AS THEY RELATE TO COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY GRANTS AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the City of Friendswood, Texas, (hereinafter referred to as "City") has been awarded a Community Development Block Grant - Disaster Recovery (CDBG-DR) grant from the Texas General Land Office (hereinafter referred to as "GLO") for the Harvey DCBG-DR allocation; and

WHEREAS, the City, in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits, such as employment, training, housing, and contracts generated by the CDBG-DR activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, the City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-DR project area; and

WHEREAS, the City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by

persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-DR project; and

WHEREAS, the City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing; and

WHEREAS, the City, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; and

WHEREAS, the City published notice of this civil rights resolution in its official newspaper, posted this resolution on its website, and provided an opportunity to receive questions, concerns and comments related to this resolution; and

WHEREAS, after providing such opportunity for public input, the City now desires to amend and restate Resolution No. 2020-24 approved by the City Council of the City of Friendswood on November 2, 2020, to approve the policies enumerated herein in conformance with the requirements of the GLO; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That facts and matters set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. That the City Council of the City of Friendswood, Texas, amends and restates Resolution No. 2020-24, by this resolution and adopting the following policies:

Exhibit	Policy Name
A	Citizen Participation Plan and Grievance Procedures
B	Section 3 Policy
C	Excessive Force Policy
D	Limited English Proficiency Policy
E	Section 504 Policy
F	Code of Conduct Policy
G	Fair Housing Statement

Exhibits A – G are attached hereto and incorporated herein for all intents and purposes.

Section 3. That this resolution shall take effect immediately upon its passage.

PASSED, APPROVED, and ADOPTED, by the affirmative vote of the City Council of the City of Friendswood this the 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Exhibit "A"
City of Friendswood
Citizen Participation Plan
Community Development Block Grant – Disaster Recovery

Introduction

Community Development Block Grant – Disaster Recovery (CDBG-DR) applicants and funded entities are required to carry out citizen participation procedures in accordance with the Citizen Participation Plan as required by the Housing and Urban Development agency (HUD) and the Texas General Land Office (GLO).

The City maintains the activities described in this Citizen Participation Plan to include outreach efforts to invite open and public participation in the submission of the City's application for CDBG-DR funding, public information upon award of funds, any technical assistance the public may require, assistance for Limited English Proficiency (LEP) citizens, and program procedures for addressing citizen complaints.

Participation during Application

The City will provide for reasonable public notice, appraisal, examination, and comment on the activities proposed for the use of CDBG-DR funds. These outreach efforts shall:

1. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas, and areas in which CDBG-DR funds are proposed to be used;
2. Ensure that citizens will be notified of public meetings, information, and records relating to the City's proposed and actual use of CDBG-DR funds no less than seventy-two (72) hours in advance;
3. Furnish citizens information including, but not limited to:
 - a. the amount of CDBG-DR funds expected to be made available;
 - b. the range of activities that may be undertaken with the CDBG-DR funds;
 - c. the estimated amount of the CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - d. if applicable, the proposed CDBG-DR activities likely to result in displacement and the entity's anti-displacement and relocation plan.
4. Provide citizens with no less than a fourteen (14)-day opportunity to comment on proposed activities in an application to the state. For grants already made, the City will provide a reasonable comment period to be determined in collaboration with the GLO for activities which are proposed to be added, deleted, or substantially changed from the City's application to the state. "Substantially changed" means changes made in terms of purpose, scope, location, or beneficiaries as defined by criteria established by the state; and
5. Be accomplished through one or more of the following methods:
 - a. Posting of notice on the City's website (if available);
 - b. Notices prominently posted on public buildings and sent to interested community groups (where practicable);

- c. Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates;
- d. Public Hearing; or
- e. Individual notice to eligible individuals, cities, and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., home-based outreach, or at a Council of Governments meeting)
- f. Postings made to the City's social media accounts such as Facebook
- g. Notices sent electronically to residents, such as mass emails.

Along with the application, the City will submit any notices of public participation that relate to the administration of CDBG-DR funds.

Technical Assistance

When requested, the City shall provide technical assistance to groups' representative of persons of low- and moderate-income in developing proposals for CDBG-DR funds. The level and type of assistance shall be determined by the City based upon the specific needs of the community's resident

Public Hearing Provisions

For any public hearing scheduled and conducted by a CDBG-DR applicant or recipient, the following public hearing provisions shall be observed:

1. Citizens shall be furnished with information including but not limited to:
 - a. The amount of CDBG-DR funds available per application for the CDBG-DR monies;
 - b. The range of activities that may be undertaken with the CDBG-DR funds;
 - c. The estimated amount of the CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - d. The proposed CDBG-DR activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearing must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in such a way that community members will have access to it. Each public notice will include the DATE, TIME, LOCATION, and TOPICS to be considered at the hearing. A published article may also be used to meet this requirement so long as it satisfies all content and timing requirements. Notices will also be prominently posted in public buildings and distributed other interested community groups, where practicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings, and the City will make

arrangements for individuals who require auxiliary aids or services if contacted at least two (2) days prior to each hearing.

4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

The City may conduct a public hearing via webinar if they adhere to the provisions of this section.

If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available, to ensure that those individuals without the necessary technology are able to participate.

Citizen Participation Once Awarded

The following citizen participation requirements may be met, when necessary, in the event that the City receives funding from the CDBG-DR program:

- The City reserves the option to hold a public hearing any time a substantial change in use of CDBG- DR funds from one eligible activity to another is proposed. The City will consult GLO-CDR in determining when a change is substantial.
- Upon completion of the community development program activities, the City reserves the option to hold a public hearing and review its program performance, including the actual use of CDBG- DR funds.
- The City will retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds. The City follows HUD regulations which generally require a community to retain all its grant-related documentation for 3 years from the date HUD closes its related disaster grant to the state of Texas. Such records will be made available to the public in accordance with Chapter 552, Government Code.

Equal Access for Limited English Proficiency Citizens

The City complies with Title VI of the Civil Rights Act of 1964 which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who are LEP can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

In the instance that 5% or more of the resident population is known to speak a common foreign language, the City will provide written translation of vital program documents that are critical for ensuring meaningful access to major activities and program benefits.

When providing assistance to LEP citizens, the City will identify the language and communication needs of persons with LEP as needed to ensure effective communication. If necessary, staff may use a language identification card (or "I speak" cards – which are available at www.lep.gov) or posters to determine the preferred language of the applicant and provide translation services as soon as possible, no more than three business days after a request.

Citizen Complaint Procedures

Citizens with complaints concerning the program or suspected instances of discrimination are encouraged to inform the City of their complaint(s) directly in writing. The City of Friendswood takes all citizen complaints seriously and will respond to written citizen complaints within thirty (30) working days of receiving the complaint.

Citizens may submit complaints in writing to:

City of Friendswood
Attn: CDBG-DR Grant Program
910 S Friendswood Drive
Friendswood, TX 77546

The City shall implement the following steps to receive and resolve all complaints:

- All complaints should include a description of the matter causing the grievance along with the submitting citizen's contact information including name, phone number and mailing address.
- The City will respond with a letter acknowledging receipt of the complaint to the person submitting it at the address provided and will include a timeline for the City's response.
- Upon receipt of a written complaint, the City will review the matter and bring it to the City Council for resolution, only when necessary. The City will review the circumstances, conduct an investigation, and prepare a written report within thirty (30) working days of receipt. The report shall include:
 - a) A summary of the issues/list of relevant facts
 - b) All documents provided by the aggrieved person
 - c) Any summary response from the program/project staff
 - d) Any documents available supporting relevant facts
 - e) All other pertinent file documents as required
- A determination, to include any findings and response, completed by the City will be rendered within thirty (30) working days of receipt of the complaint. A copy of the City's determination shall be provided to the citizen submitting the complaint at the address provided.
- If the citizen(s) filing the complaint are not satisfied with the determination, a written appeal may be filed within fifteen (15) days after the date of the mailing of the determination to aggrieved citizen(s).
- The written decision of the City will be made within thirty (30) days.
- Person(s) who believe they are victims of discrimination in housing or other services may also contact the U.S. Department of Housing and Urban Development (HUD) to file a complaint, without first filing a grievance under this procedure, by filing a form here online:

<https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action>.

MIKE FOREMAN, Mayor

(Date)

Exhibit "B"
City of Friendswood
Section 3 Plan

Background

Section 3 of the Housing and Urban Development (HUD) Act of 1968, (12U.S.C 1701u) (Section3) and regulations at 24 CFR 135 were mandated in efforts to achieve a national objective. Implementing this act and regulations ensures employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing and business concerns, which provide economic opportunities. This implementation is consistent with existing Federal, State, and local laws and regulations.

General Policy Statement

The City of Friendswood adopts the below Economic Opportunities Policy for Section 3 covered contracts. Friendswood will implement this policy that will provide better economic opportunities for low and very low-income persons residing in the Friendswood area, and businesses that provide these opportunities for low and very low-income persons. Opportunities will be provided in the form of training, contracting and employment.

The rule that triggers implementation of Section 3 requirements is "new" employment. Federally funded projects in excess of \$200,000, and contracts in excess of \$100,000 are required to follow the policy and procedures of Section 3 once the need for "new" employment is established. The Section 3 requirements only apply to construction contractors who install materials and or equipment (see the definition of "Section 3 Covered Contracts"). Therefore, contractors who only furnish materials or supplies through Section 3 covered assistance are exempt.

The Policy does not require the employment of Section 3 residents or contractors who do not meet the qualifications for the position(s) to be filled, or who cannot fulfill the contract requirements.

Policy Definitions

The City of Friendswood incorporates into this policy the definitions contained in §135.5 of 24 CFR Part 135.

Section 3 - means the Section 3 provision of the Housing and Urban Development Act of 1968.

Section 3 Recipient - means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any

ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 Residents - A Section 3 resident is (1) a public housing resident; or 2) a low- and very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

Section 3 Business Concerns - Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following: a) 51% or more owned by Section 3 residents; or b) at least 30% of its full time permanent employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or c) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications as stated above.

Section 3 Covered Assistance - Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

1. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
2. Housing construction; or
3. Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Covered Contract - means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. "Section 3 Covered Contracts" do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 Covered Contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 Covered Project - means the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

Section 3 Covered Community Planning and Development Funding - Community Development Block Grants (CDBG), Home Investment Partnership Assistance (HOME),

Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFAs). The requirements for Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Compliance

HUD and Texas General Land Office (GLO) hold local jurisdictions accountable for the monitoring and enforcement of Section 3 compliance requirements. Therefore, the Section 3 requirements remain as a part of the agreements with each recipient/contractor.

Responsibilities: (Recipient)

1. A Recipient that receives community development or housing assistance covered federal funding, bears the responsibility to comply with Section 3 in its own operations.

Responsibilities include:

- a. Notifying Section 3 residents about employment & training opportunities and businesses about contracts generated by Section 3 covered assistance;
 - b. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
 - c. Notifying potential contractors of the Section 3 objectives and ways in which each contractor can assist the sub-recipient to meet its numerical goal; and
 - d. Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
2. Recipients bear the responsibility to "ensure compliance" of contractors and subcontractors. This means that a sub-recipient must:
 - a. Incorporate the Section 3 Clause into contract documents;
 - b. Meets and discusses the Section 3 requirements, and responsibilities with potential developer/contractor prior to commencement of work, providing additional technical assistance when needed;
 - c. Conduct compliance reviews consisting of detailed analysis and evaluation of the contractors compliance with Section 3 requirements;
 - d. Notify contractor of non-compliance and cooperate with HUD in directing instruction to obtaining compliance of regulation 24 CFR Part 135;
 - e. Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135;
 - f. Respond to complaints made to the recipient by Section 3 residents or business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.

The performance of each recipient(s) is evaluated during and at the completion of construction work. High performance is expected for future funding consideration.

Numerical Goals

All contractors who undertake Section 3 covered projects and activities are expected to meet or exceed the Section 3 numerical goal requirements.

Outreach Requirements

Contractors and Subcontractors must post all new hire opportunities with local Workforce Solutions Center and WorkinTexas.com

When projects in excess of \$200,000, and contracts in excess of \$100,000 are triggered and the need for "new" employment becomes necessary, contractors and subcontractors must complete at least two (2) calendar weeks of outreach/advertisement prior to bid closing date. Efforts include:

1. Post local advertisements in local media outlets, Houston Chronicle, and with labor unions.
2. Send Electronic Bid to the City of Friendswood Section 3 Coordinator, for all contracts in excess of \$100,000, to allow electronic bid distribution to Section 3 individuals and businesses.
3. Post signage containing "preference", number of job title & training positions available, and the qualifications of each, on work site for duration of construction.
4. Communicate with the Certified Residents and Business Concerns in order to solicit bids from the Section 3 preference groups. (See database on Section 3 website).
5. Select qualified Section 3 Resident/Business concerns and award contracts according to the "preference rules" expressed in Section 3 policies.
6. Provide copies to the City of Friendswood, of above outreach executed (1-5), in regard to your solicitation (Recipients must document all outreach efforts. Records must be available upon request)
7. Once bid date is due, complete detailed bid tabulation and submit to the City of Friendswood to evaluate bids according to contract requirements, and propose your selections.
8. Complete a Utilization Plan containing approved contractors and contract amounts, for analysis of numerical goals; obtain City of Friendswood approval.
9. Submit start of work notice.

No Contract/Purchase Orders should be executed /awarded without the steps listed above.

Documentation Requirements

All subcontractors with a contract of \$100,000 or more are required to submit a completed Section 3 Compliance Packet to the Prime Contractor, who in turn will submit the entire package to the City of Friendswood Section 3 Coordinator for review and approval. Review comments will be made available to both the developer and contractor within 10 days of the receipt of the documents. In completing the Compliance Packet, the contractor and subcontractor will have provided the following information:

1. Identification of the project area
2. Certification of compliance to the Section 3 policy and regulations (24 CFR part 135).

3. Agreement to following preference rules and complete competitive bidding and to meet the numerical goals by providing training, employment, and contracting opportunities to Section 3 individuals and businesses.
4. Specific information about the current workforce.
5. Firm commitment to include as part of all bids, the Bid Tabulation and Section 3 Utilization Plan (once approved by the City),
6. Provide the Permanent Employee List and Request for Contractor Clearance for each contractor and subcontractor.
7. Firm commitment to conduct aggressive outreach and notification to potential Section 3 residents and businesses of hiring opportunities using site signage, flyers, etc.

The City of Friendswood requests specific workforce plan analysis for hiring & training Section 3 eligible residents and for engaging Section 3 certified business concerns.

The City of Friendswood also requests a firm commitment to provide identified area employment agencies of job availabilities from the established job pool of Section 3 residents.

Signage

Section 3 signage should be posted at the construction sites. Signage must be at least 4 feet by 4 feet and it must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the facility is a HUD Section 3 Project, and (c) include contact information (name, telephone number, fax, & e-mail, if any).

Record Maintenance and Documentation

All Section 3 projects are required to maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities and must be able to have all documents available for review by City and/or HUD officials.

Preference for Section 3 Business Concerns

Preference shall be awarded to Section 3 Business Concerns according to the following system:

1. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source.
2. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered,

including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

Competitive Bids

Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:

Bids shall be solicited from all businesses (Section 3 Business Concerns, and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking and with the lowest responsive bid:

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:
 - a. is within the maximum total contract price established in City of Friendswood's budget for the specific project for which bids are being taken; and
 - b. is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is

Less than \$100,000 10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 9% of that bid or \$16,000

At least \$200,000, but less than \$300,000 8% of that bid or \$21,000

At least \$300,000, but less than \$400,000 7% of that bid or \$24,000

At least \$400,000, but less than \$500,000 6% of that bid or \$25,000

At least \$500,000, but less than \$1 million 5% of that bid or \$40,000

At least \$1 million, but less than \$2 million 4% of that bid or \$60,000

At least \$2 million, but less than \$4 million 3% of that bid or \$80,000

At least \$4 million, but less than \$7 million 2% of that bid or \$105,000

\$7 million or more 5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Safe Harbor and Compliance Determinations

In the absence of evidence to the contrary (i.e., evidence that efforts to the "greatest extent feasible" were not expended), if a recipient or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

In evaluating compliance, if the recipient has not met the numerical requirements, the recipient will be expected to demonstrate why it was not feasible to meet the goals. Ultimately, HUD will evaluate the City based on its ability to describe the efforts taken to meet the training, hiring, and contracting requirements and the impediments incurred despite actions taken.

At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should sponsor or participate in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

Data Collection and Reporting

Monthly and annual reports are collected, processed and distributed by the Section 3 Coordinator. Data collection and reports can be emailed to the designated Section 3 Coordinator, or mailed/hand-delivered to City of Friendswood, Section 3, 910 S. Friendswood Dr, Friendswood, TX, 77546.

Monthly Reporting

- a. The City of Friendswood requires the submittal of utilization reports due on the 10th day of the month during the construction cycle.
- b. If a project is funded by GLO, it is policy of the City of Friendswood to secure a copy of the Section 3 monthly utilization reports from each contractor by the 1st of each month. The reports are due to the State on the 10th of each month.

Annual Reporting

- a. Once a project is completed, a final Section 3 cumulative report for the program year should be submitted.
- b. At project completion, City of Friendswood staff will conduct a final review of the project's overall performance and compliance.
- c. The City of Friendswood will submit annually to HUD (Form HUD-4010). Section 3 data is also captured on the Section 3 Summary Report of the Consolidated Annual Performance and Evaluation Report (CAPER) form 60002.

Grievance Procedure for Section 3 Non-Compliance

Written complaint must contain:

1. Valid name, address and contact information of the person filing the complaint;
2. Valid name, address, and contact information of the contractor/subcontractor the concern is levied against;

3. Dates and description of acts or omissions in alleged violation of Section 3; and
4. Statement of corrective action(s) sought, i.e. training, employment or contracts.

When a complaint is filed, the City of Friendswood will be responsible to investigate the issue internally or may refer the concern to the HUD Field Office, if necessary.

Enforcement of the Section 3 Requirements

Projects overall compliance is tracked in Section 3's compliance database. The Section 3 Coordinator and staff, as assigned, provides regular assessments of project's status and compliance, allowing opportunity for correction pending moments of non-compliance. However, continuous violations and failure to comply with the Section 3 requirements (24 CFR § 135.38 Section 3 clauses Part F) will result in:

1. Sanction and Debarment; or
2. Suspension; or
3. Limited denial of participation

When initial review of potential new HUD-funded projects commence, records and reports of continuous violators will be submitted as recommendation of NO future HUD funding.

MIKE FOREMAN, Mayor (Date)

Exhibit "C"
City of Friendswood
Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Friendswood hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Friendswood to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Friendswood to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Friendswood will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Friendswood, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

MIKE FOREMAN, Mayor (Date)

Exhibit "D"
City of Friendswood
Under 5% Limited English Proficiency Plan CDBG-DR
Contract Number: 20-066-045-C444

Grant Subrecipient:	City of Friendswood
Beneficiary Population:	Estimated 25 residents.
LEP Population:	Estimated: 25 No known LEP persons.
Languages spoken by: - 1,000 or more in the eligible population in the market area or among current beneficiaries. - More than 5% of the eligible population or beneficiaries and more than 50 in number. - More than 5% of the eligible population or beneficiaries and 50 or less in number. - 5% or less of the eligible population or beneficiaries and less than 1,000 in number.	Recommendation: Translated vital documents. Translated vital documents. Translated written notice of right to receive free oral interpretation of documents. No written translation is required.

Program activities to be accessible to LEP persons:	
☐	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and communication of grant-funded project
☐	Publications regarding CDBG-DR application, grievance procedures, complaint procedures, answers to competitive notices, notices of rights and disciplinary action, and other vital hearings, documents, and program requirements
☐	Other program documents:

Resources available to Grant Recipient:	
☒	Translation services: translation services will be made available upon request.
☒	Interpreter services: Interpreter services will be made available upon request.
☐	Other resources:

Language Assistance to be provided:	
☐	Translation (oral and / or written) of advertised notices and vital documents for: _____
☒	Referrals to community liaisons proficient in the language of LEP persons
☐	Public meetings conducted in multiple languages:
☐	Other services:

 MIKE FOREMAN, Mayor (Date)

Exhibit "D"
City of Friendswood
Under 5% Limited English Proficiency Plan CDBG-DR
Contract Number: 20-065-134-C451

Grant Subrecipient:	City of Friendswood
Beneficiary Population:	12,315
LEP Population:	Estimated: 307 2.5% of population
Languages spoken by: - 1,000 or more in the eligible population in the market area or among current beneficiaries. - More than 5% of the eligible population or beneficiaries and more than 50 in number. - More than 5% of the eligible population or beneficiaries and 50 or less in number. - 5% or less of the eligible population or beneficiaries and less than 1,000 in number.	Recommendation: Translated vital documents. Translated vital documents. Translated written notice of right to receive free oral interpretation of documents. No written translation is required.

Program activities to be accessible to LEP persons:	
☐	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and communication of grant-funded project
☐	Publications regarding CDBG-DR application, grievance procedures, complaint procedures, answers to competitive notices, notices of rights and disciplinary action, and other vital hearings, documents, and program requirements
☐	Other program documents:

Resources available to Grant Recipient:	
☐	Translation services:
X	Interpreter services: Interpreter services will be made available upon request.
☐	Other resources:

Language Assistance to be provided:	
☐	Translation (oral and / or written) of advertised notices and vital documents for:
	Referrals to community liaisons proficient in the language of LEP persons
☐	Public meetings conducted in multiple languages:
☐	Other services:

 MIKE FOREMAN, Mayor

 (Date)

Exhibit "E"
City of Friendswood
Section 504 Policy

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Friendswood hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Friendswood does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Friendswood's recruitment materials or publications shall include a statement of this policy.
4. The City of Friendswood shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-DR program, the City of Friendswood shall ensure that they are provided with the information necessary to understand and participate in the CDBG-DR program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Friendswood to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Friendswood Building Official, 910 S Friendswood Dr, Friendswood, TX, 77546 or call (281) 996-3335, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and

address of the person filing it, and briefly describe the alleged violation of the regulations.

- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Building Official. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the Building Official, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Friendswood relating to the complaint's files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Friendswood within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Friendswood complies with Section 504 and HUD regulations.

MIKE FOREMAN, Mayor

(Date)

Exhibit "F"
City of Friendswood
Code of Conduct Policy

As a Grant Recipient of a CDBG-DR contract the City of Friendswood shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-DR contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Friendswood shall participate in the selection, award, or administration of a contract supported by CDBG-DR funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Friendswood shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-DR funds, that has any CDBG-DR function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-DR activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-DR contract or award, or that is required to complete some or all work under the CDBG-DR contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-DR contract or award, or that is required to complete some or all work under the CDBG-DR contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-DR awards may not participate in the selection, award, or administration of a contract supported by CDBG-DR funding.

Any alleged violations of these standards of conduct shall be referred to the City of Friendswood City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer;

where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant {CDBG-DR} Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489{g} & {h), and 2 CFR 200.318.

MIKE FOREMAN, Mayor (Date)

Exhibit "G"
City of Friendswood
Fair Housing Policy

In accordance with the Fair Housing Act, the City of Friendswood hereby adopts the following policy with respect to Affirmatively Furthering Fair Housing:

1. The City of Friendswood agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Friendswood agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Friendswood will introduce and pass a resolution adopting this policy.

As an officer and representative of the City of Friendswood, I, the undersigned, have read and fully agree to this plan, and become a party to the full implementation of this program

MIKE FOREMAN, Mayor (Date)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the second set for fiscal year 2021-2022.

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

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment XII 2021–2022.

ATTACHMENTS

1. Ordinance - Budget Amendment XII
2. FY22 BA XII Exhibit A 09-12-2022
3. FY22 BA XII Exhibit B 09-12-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S MUNICIPAL BUDGET FOR FISCAL YEAR 2021-22, BY APPROVING "BUDGET AMENDMENT XII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2021-22, the City Council of the City of Friendswood, Texas, adopted the City of Friendswood's Municipal Budget for Fiscal Year 2021-22 (the "Budget"); 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 the Budget to reflect such supplemental appropriation and/or transfer in the Fiscal Year 2021-22; 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 Municipal Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-22, is hereby amended for municipal purposes as shown on Budget Amendment XII for the Fiscal Year 2021-22. Budget Amendment XII shall be attached to and made a part of the Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same

notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 13th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment XII – Exhibit A
September 12, 2022**

1. **Parks & Recreation Department -- Insurance Reimbursement, \$1,571.** Appropriate insurance reimbursement received from TML-IRP. Funding will be appropriated to the Parks & Recreation, Senior Programs division, vehicle maintenance account for repairs made to the Senior Bus.
2. **Municipal Court Fund – Public Safety Building Expansion & Court Renovation, \$110,202.** Reverse original budget for the construction of a security connector at the Public Safety Building. Actual project costs were appropriated on the May 2022 Budget Amendment. Cost savings from the original project budget will be reallocated to fund a portion of the renovation of the customer service windows in the Municipal Court corridor. \$120,000 is being returned to the Municipal Court Fund while \$9,798 is being reappropriated for the expanded project scope. The funding source will be the Municipal Court Fund unassigned fund balance.
3. **Municipal Court – Workspace Renovation, \$24,677.** Transfer funding from the Facilities division and Municipal Court division to the Capital Projects division. The original project scope has expanded and will now be managed by Core Construction, the contractor selected to oversee the Public Safety Building expansion project. A budget appropriation was completed in May 2022 for the renovation of the Municipal Court workspace. This transfer will move funding from Facilities and Municipal Court to Capital Projects for the completion of the project.
4. **Parks & Recreation – Donation for Park Benches, \$1,445.** Appropriate donation received from Jimmie Hawkins. The donation will go towards the purchase of two dedicated park benches at Stevenson Park. Funds will be appropriated to the Parks and Recreation Department's, Parks division, operating equipment budget.
5. **Friendswood Downtown Economic Development Corporation – Design Services, \$13,500.** Appropriate funds for Stevenson Park conceptual design services. At their June 14, 2022 board meeting, Friendswood Downtown Economic Development Corporation (FDEDC) approved the costs associated with the design services provided by Halff Associates. This item was approved at the July 11, 2022 Council Meeting. Funding will come from the 1/8th cent sales tax approved in May of 2016 for capital improvements in downtown Friendswood.
6. **Friendswood Downtown Economic Development Corporation – FM 518 Illumination, \$2,350,474.** Appropriate funds for FM 518 Illumination Installation project. City Staff, at the direction of the Friendswood Downtown Economic Development Corporation ("FDEDC"), advertised RFP 2022-10 FM-518 Illumination Project in April of 2022. The purpose of the RFP was to solicit proposals from contractors to install pedestrian and roadway light poles along FM 518 within the Downtown District (Whispering Pines Ave. to FM 2351) with a project budget of \$2.5 million dollars. Two submittals were received and evaluated. Pfeiffer & Son, LTD was awarded the contract at the August 1, 2022 City Council meeting. Funding will come from the 1/8th cent sales tax approved in May of 2016 for capital improvements in downtown Friendswood.
7. **PEG Channel – Camera Equipment, \$3,807.** Appropriate PEG Channel funds to purchase two camera lenses and a lens filter. The funding source will be restricted general fund balance from PEG Channel revenue.
8. **Police Department -- Insurance Reimbursement, \$13,128.** Appropriate insurance reimbursement received from TML-IRP. Funding will be appropriated to the Police Department, Patrol division, vehicle maintenance account for repairs made to the P289 and P429.

9. **Police Department – Commissary, \$741.** Appropriate commissary funding to offset expenditures related to the investigation of an inmate. Funds will be appropriated to the Police Department's, Patrol division, operating supplies budget.
10. **HMGP Buyout Grant Program – Property Acquisition & Demolition, \$25,097.** Reverse transaction related to the acquisition of 13 Haverford. After reconciling the fund, the reimbursement to the general fund was more than the grant allowed. Funding source will be unassigned general fund balance.
11. **Police Department – RAD Program, \$1,125.** Appropriate funds donated to the Police Department Rape Aggression Defense (R.A.D.) Program. Donations were received from the citizens participating in the R.A.D. classes. Funds will be appropriated to the Police Department Patrol division for R.A.D. operating supplies related to R.A.D. program expenses.
12. **Parks & Recreation – Sidewalk repair, \$15,000.** Appropriate funds received from Galveston County Consolidated Drainage District for sidewalks damaged at Centennial Park during a GCCDD project. The City paid for repairs in April 2022. Funds will be appropriated back to the Parks & Recreation Department's, Parks division, operating maintenance account.
13. **Public Safety Building Expansion & Renovation – Expenditures in excess of Bond Funds, \$408,693.** Conversion of planned use of fund balance to actual use of fund balance for cost overruns on the Public Safety Building Expansion and Renovation. Deferred maintenance items and high levels of construction inflation have led to the need for additional funding to complete the Public Safety Building Expansion project. Funding source will be unassigned general fund balance.
14. **Community Development Block Grant-Disaster Recovery (Galveston County) – Frenchman's Creek Acquisition and Relocation Services Contract (Building 5), \$1,048,500.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for various appraisal and property acquisition management services related to the Frenchman's Creek projects in addition to reimbursable staff wages. The City received a reimbursement for \$1,048,500.24. Advance funding for these services was originally approved at the July 11, 2022 Council meeting. Therefore, the funds will be appropriated back to Drainage Bonds.
15. **Community Development Block Grant-Disaster Recovery (Galveston County) – Frenchman's Creek Acquisition and Relocation Services Contract (Building 4), \$996,000.** Following Hurricane Harvey, the City was allocated \$2,762,650 in CDBG-DR housing funds through the General Land Office (GLO) for use on the Galveston County side of the City. The City pursued residential acquisitions under this housing program with the goal of providing additional flood control through the use of green space. The City utilized the damage assessment map from Harvey to look for clusters of major damage and areas that could be utilized for future flood control. Frenchman's Creek and structures on Deepwood Drive were identified and pursued for acquisition and demolition. The City is in the process of acquiring building 4 at Frenchman's Creek and requested Galveston County seek acquisition of buildings 1, 2, and 3. Advance funding will be appropriated from drainage bond funds and will be reimbursed once grant funding has been received from the State agencies.
16. **Vehicle Replacement Fund, \$128,482.** Appropriate advanced funding needed for replacement of seven public safety vehicles. Manufacturers now require advanced ordering to receive vehicles in FY2023. The Police Department and Fire Marshal's Office were able to work with local/cooperative purchasing dealers to secure public safety vehicles required to operate the departments. An adjustment to reduce the FY2023 budget will be presented after invoices and vehicles are received. Funds will come from the Vehicle Replacement Plan unassigned fund balance.
17. **Vehicle Replacement Fund, \$7,589.** Appropriate additional funding needed for replacement of a Parks & Recreation vehicle (PR27). The total amount over budget is \$7,589 due to the loss of government incentive pricing. However, auction proceeds from the sale of the old vehicle (CS06) will be used to

supplement the cost of the new vehicle. Funds will come from the Vehicle Replacement Plan unassigned fund balance.

*Deferred Maintenance & Equipment

City of Friendswood				
September 12, 2022				
2021-2022 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-38310		Appropriate insurance reimbursement from TML-IRP for Parks & Recreation Senior Programs bus	(1,571)
1	001-6429-452.6300		Appropriate insurance reimbursement from TML-IRP for Parks & Recreation Senior Programs bus	1,571
2	150-0000-30500		Reverse original budget in the Municipal Court fund for the construction a security connector within the Public Safety Building	120,000
2	150-0409-412.8800		Reverse original budget in the Municipal Court fund for the construction a security connector within the Public Safety Building	(120,000)
2	150-0000-30500		Appropriate unassigned Municipal Court fund balance to renovation customer service windows and upgrade safety glass	(5,452)
2	150-0409-412.8140		Appropriate unassigned Municipal Court fund balance to renovation customer service windows and upgrade safety glass	5,452
2	150-0000-30500		Appropriate unassigned Municipal Court fund balance for contracted software support services	(4,346)
2	150-0409-412.7720		Appropriate unassigned Municipal Court fund balance for contracted software support services	4,346
3	001-6460-419.6610		Transfer funding from Facilities to Capital Projects for the completion of the Municipal Court workspace renovation	(22,677)
3	001-7001-421.8140		Transfer funding from Facilities to Capital Projects for the completion of the Municipal Court workspace renovation	22,677
3	001-0409-412.7510		Transfer funding from Municipal Court to Capital Projects for the completion of the Municipal Court workspace renovation	(300)
3	001-0409-412.7520		Transfer funding from Municipal Court to Capital Projects for the completion of the Municipal Court workspace renovation	(1,700)
3	001-7001-421.8140		Transfer funding from Municipal Court to Capital Projects for the completion of the Municipal Court workspace renovation	2,000
4	001-0000-38600		Appropriate donation received from Jimmie Hawkins to purchase two park benches for Stevenson Park	(1,445)
4	001-6430-456.5800		Appropriate donation received from Jimmie Hawkins to purchase two park benches for Stevenson Park	1,445
5	175-0000-30100		Appropriate funds for conceptual design contract with Halff Associates	(13,500)
5	175-0303-419.7800		Appropriate funds for conceptual design contract with Halff Associates	13,500
6	175-0000-30100		Appropriate funds for FM 518 Illumination Installation contract with Pfeiffer & Son, LTD	(2,350,474)
6	175-7001-419.7800		Appropriate funds for FM 518 Illumination Installation contract with Pfeiffer & Son, LTD	2,350,474
7	001-0000-30500	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to install electrical fixtures in the studio	(3,807)
7	001-6460-419.6610	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to install electrical fixtures in the studio	3,807
8	001-0000-38310		Appropriate insurance reimbursement from TML-IRP for repairs to Police Department vehicles	(13,128)
8	001-2120-421.6300	P289	Appropriate insurance reimbursement from TML-IRP for Patrol Unit P289	806
8	001-2120-421.6300	P429	Appropriate insurance reimbursement from TML-IRP for Patrol Unit P429	12,322
9	001-0000-38000		Appropriate commissary funding towards expenditures resulting from investigation of inmate	(741)
9	001-2120-421.5400		Appropriate commissary funding towards expenditures resulting from investigation of inmate	741
10	120-26010		Reverse transaction related to HMGP buyout property: 13 Haverford; reimbursement to general fund was more than grant allowed	(25,097)
10	120-10199		Reverse transaction related to HMGP buyout property: 13 Haverford; reimbursement to general fund was more than grant allowed	25,097
10	001-10199		Reverse transaction related to HMGP buyout property: 13 Haverford; reimbursement to general fund was more than grant allowed	(25,097)
10	001-14018		Reverse transaction related to HMGP buyout property: 13 Haverford; reimbursement to general fund was more than grant allowed	25,097
11	001-0000-38600	PDRAD	Appropriate donations received for PDRAD to be used for RAD program expenses	(1,125)
11	001-2120-421.5400	PDRAD	Appropriate donations received for PDRAD to be used for RAD program expenses	1,125
12	001-0000-38000		Appropriate reimbursement received from GCCDD for sidewalk damages at Centennial Park	(15,000)
12	001-6430-456.6400		Appropriate reimbursement received from GCCDD for sidewalk damages at Centennial Park	15,000
13	001-0000-30500		Appropriate unassigned general fund balance for Public Safety Building project costs exceeding available bond funds	(408,693)
13	001-7001-421.6600		Appropriate unassigned general fund balance for Public Safety Building project costs exceeding available bond funds (roof drain)	1,595
13	001-7001-421.6610		Appropriate unassigned general fund balance for Public Safety Building project costs exceeding available bond funds (FF&E storage)	577
13	001-7001-421.8140		Appropriate unassigned general fund balance for Public Safety Building project costs exceeding available bond funds (construction & renovation)	381,274
13	001-7001-421.8140		Appropriate unassigned general fund balance for Public Safety Building project costs exceeding available bond funds (AV estimate)	25,000

City of Friendswood				
September 12, 2022				
2021-2022 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
13	001-7001-421.8597		Appropriate unassigned general fund balance for Public Safety Building project costs exceeding available bond funds (materials testing)	247
14	257-14029		Reverse due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 5	(1,030,000)
14	257-10199		Reverse due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 5	1,030,000
14	124-10199		Reverse due to Bond Construction Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 5	(1,030,000)
14	124-26032		Reverse due to Bond Construction Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 5	1,030,000
14	124-0000-33100		Appropriate CDBG-DR grant funding to align budget with actual expenditures related to acquisition of Frenchman's Creek	(1,048,500)
14	124-7001-431.8120		Appropriate CDBG-DR grant funding to align budget with actual expenditures related to acquisition of Frenchman's Creek	1,032,890
14	124-2501-422.4220		Appropriate CDBG-DR grant funding to align budget with actual expenditures related to acquisition of Frenchman's Creek	15,610
15	257-10199		Due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 4	(996,000)
15	257-14029		Due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 4	996,000
15	124-26032		Due to Bond Construction Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 4	(996,000)
15	124-10199		Due to Bond Construction Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 4	996,000
16	301-0000-30100		Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	(128,481)
16	301-0501-421.8300	P437	Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	15,073
16	301-0501-421.8300	P438	Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	15,073
16	301-0501-421.8300	P439	Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	15,073
16	301-0501-421.8300	P440	Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	15,073
16	301-0501-421.8300	P441	Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	14,204
16	301-0501-421.8300	P442	Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	9,412
16	301-0501-421.8300	FM16	Appropriate fund balance for advanced ordering requirements for public safety vehicles & emergency equipment	44,575
17	301-0000-39210		Appropriate fund balance for additional funds needed to purchase PR27	(7,589)
17	301-0501-456.8300	PR27	Appropriate fund balance for additional funds needed to purchase PR27	7,589
*Deferred Maintenance and Equipment				

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/28/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the second and final reading of an ordinance amending the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of an ordinance amending the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.

Specifically, the proposed amendments to the fee schedule are as follows:

Emergency Medical Services				
Description	Current Fee	Proposed Fee	Change	Percentage Change
Advanced Life Support (ALS) Transport	\$1,100	\$1,300	\$200	18%
Advanced Life Support (ALS) -2 Transport	\$1,300	\$1,500	\$200	15%
Basic Life Support (BLS) Transport	\$1,000	\$1,200	\$200	20%
Advanced Life Support (ALS) Disposables (Flat Rate)	\$400	\$400	\$0	0%
Basic Life Support (BLS) Disposables (Flat Rate)	\$200	\$200	\$0	0%
Oxygen	\$125	\$125	\$0	0%
Specialty Care Transport (SCT)	\$1,663	\$1,883	\$220	13%
Treat No Transport (TNT)	\$250	\$250	\$0	0%
Ground Mileage (per mile)	\$15	\$23	\$8	53%

The City Council approved the first reading of this ordinance at its August 1, 2022, Regular Meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Update Fees for Ground EMS
2. Friendswood Fee Schedule Proposal_05.2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE SCHEDULE OF FEES FOR "EMERGENCY MEDICAL SERVICES" IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BONDS AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO UPDATE FEES FOR GROUND EMERGENCY MEDICAL SERVICES PROVIDED BY THE CITY OF FRIENDSWOOD THROUGH THE FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, on July 2, 2018, the City Council awarded the provision of Ground Emergency Ambulance Service to Friendswood Volunteer Fire Department, Inc., to provide these services for the City of Friendswood, Texas; and

WHEREAS, on August 6, 2018, the City Council awarded the contract for Emergency Medical Services (EMS) billing and collection services to Emergicon; and

WHEREAS, on September 10, 2018, the City Council authorized the City Manager to negotiate an amendment to the current contract with the Friendswood Volunteer Fire Department to include EMS billing, and the next step for the implementation of EMS billing is to establish fees for Ground Emergency Medical Services; and

WHEREAS, on December 3, 2018, the City Council adopted fees for the emergency medical services to be provided by the City of Friendswood through the Friendswood Volunteer Fire Department; and

WHEREAS, the City Council has reviewed the fees established and believes that the same should be updated in accordance with this ordinance; NOW THEREFORE,

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

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. That the schedule of fees for "Emergency Medical Services" in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code is hereby amended to read as follows:

<i>Description</i>	<i>Amount</i>	<i>Code Section</i>
Emergency Medical Services		
(1) Advanced Life Support (ALS) Transport	\$1,300	
(2) Advanced Life Support (ALS) -2 Transport	\$1,500	
(3) Basic Life Support (BLS) Transport	\$1,200	
(4) Advanced Life Support (ALS) Disposables (Flat Rate)	\$400	
(5) Basic Life Support (BLS) Disposables (Flat Rate)	\$200	
(6) Oxygen	\$125	
(7) Specialty Care Transport (SCT)	\$1,883	
(8) Treat No Transport (TNT)	\$250	
(9) Ground Mileage (per mile)	\$23	

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. That this ordinance shall become effective on October 1, 2022, after its date of adoption and its publication, as provided by law.

PASSED and APPROVED on first reading this 1st day of August, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

H:\City Council\Ordinances\2022\08-01-2022\Ordinance - Update Fees for Ground EMS.docx

Friendswood Proposed Fee Schedule



EMERGICON
emergency medical billing

EMS Billing **Built for Texas**

Current Fee Schedule		Proposed Fee Schedule	
ALS-E – A0427	\$1,100	ALS-E – A0427	\$1,300
ALS 2 – A0433	\$1,300	ALS 2 – A0433	\$1,500
BLS-E – A0429	\$1,000	BLS-E – A0429	\$1,200
SCT – A0434	\$1,683	SCT – A0434	\$1,883
ALS Disp – A0398	\$400	ALS Disp – A0398	\$400
BLS Disp – A0382	\$200	BLS Disp – A0382	\$200
O2 – A0422	\$125	O2 – A0422	\$125
Mileage – A0425	\$15	Mileage – A0425	\$23
TNT – A0998	\$250	TNT – A0998	\$250

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/28/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the second and final reading of an ordinance approving the street name change of Hatcher Lane to Parkside Drive, to include the entirety of the existing right-of-way.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of a proposed ordinance that approves the street name change of Hatcher Lane to Parkside Drive, to include the entirety of the existing right-of-way. Mr. Adam Hill is the owner of the only tract addressed to Hatcher Lane and he is requesting to change the name of the street to Parkside Drive. Mr. Hill's request is attached for your review.

The first reading of this ordinance was approved by the City Council at its August 1, 2022, City Council Regular Meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The only property owner affected is the one making the request. Being situated across FM 518 from Stevenson Park, he would like to capitalize on the park theme.

RECOMMENDATIONS

Staff does not have any objections to changing the street name.

ATTACHMENTS

1. Ordinance - Change Name of Hatcher Ln to Parkside Dr
2. Exhibit A Hatcher Ln to Parkside Dr
3. Hatcher Lane Name Change Request

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE STREET NAME CHANGE OF HATCHER LANE TO PARKSIDE DRIVE ALONG THE ENTIRE LENGTH OF THE EXISTING RIGHT-OF-WAY, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of City Council to protect the public health, safety, and welfare of the citizens of Friendswood; and

WHEREAS, municipalities may, under their police powers, enact reasonable regulations to promote the health, safety, and welfare of citizens; and

WHEREAS, the City of Friendswood is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 51.001(1) of the Texas Local Government Code provides that the City Council "may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is for the good government, peace, or order" of the City; and

WHEREAS, Section 51.001(2) of the Texas Local Government Code provides that the City Council "may adopt, publish, amend, or repeal an ordinance, rule or police regulation that . . . is necessary or proper for the carrying out of a power granted by law" to the City or to an office or department thereof; and

WHEREAS, Texas Transportation Code Section 311.001(a) states "[a] home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality"; and

WHEREAS, the City Council finds and declares that it is in the public interest to change the name of a public street as set forth herein; NOW THEREFORE,

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

Section 1. That the facts and matters set forth in the recitals of this ordinance are hereby found to be true and correct.

Section 2. That the name of Hatcher Lane is hereby changed to Parkside Drive along the entire length of the existing right-of-way, as shown in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 3. That the City Manager is hereby ordered and directed to cause the installation of proper street signs and City of Friendswood maps to be amended to reflect the above-described street name change.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading this 1st day of August, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 12th day of September, 2022.

MIKE FOREMAN, Mayor

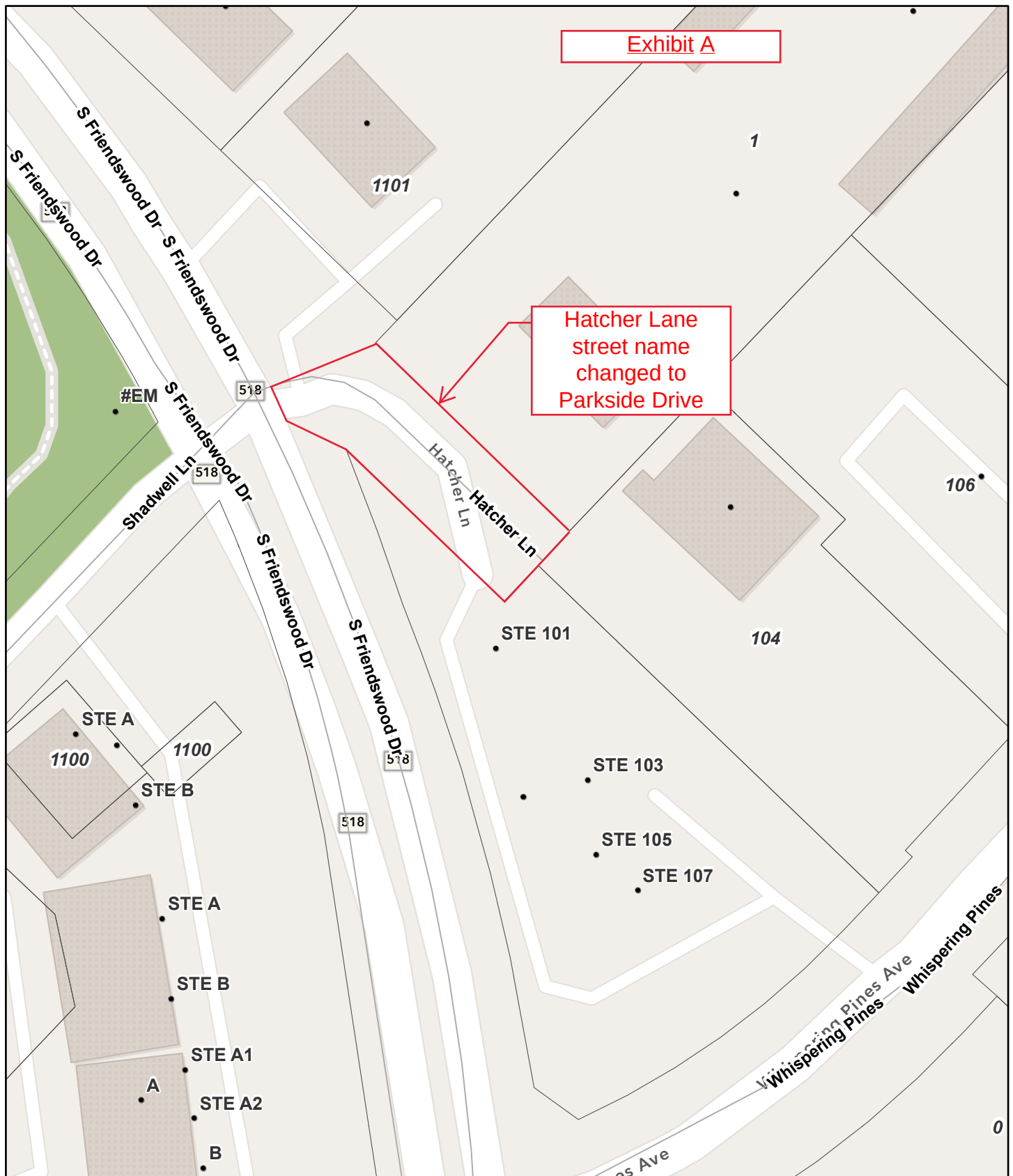
ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

Friendswood, Texas



7/14/2022, 5:58:10 PM

 City Limits

- Address Points

Streets

☐ Parcels

Parcels Owner Information

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap contributors, Microsoft, CONANP, Esri, HERE, Garmin, FourSquare, SafeGraph

City of Friendswood Staff

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June 30, 2022

Aubrey,

We want to formally request to change Hatcher Lane's name to Parkside drive. We are the only address on Hatcher Lane and feel that the "Parkside" will enhance the desirability of the new office park. We are underway constructing 17000 feet of office space with 84 parking spots. Our goal is to the Stevenson Park theme to the office park. We will also increase parking for the city during holiday nonbusiness hours.

Sincerely

A handwritten signature in blue ink, appearing to be 'JA Hill', written over the printed name.

John Adam Hill

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/04/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution naming a Civil Rights Officer and a Labor Standards Officer as well as their alternates for Community Development Block Grant Programs and ratifying the Mayor's appointments to such positions for purposes of the Hurricane Harvey Community Development Block Grant – Disaster Recovery grants administered through the Texas General Land Office.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In accordance with the Community Development Block Grant Program, the City is required to have a primary and alternate Civil Rights Officer as well as a primary and alternate Labor Standards Officer. As such, this proposed resolution names the following:

Position	Primary	Alternate
Civil Rights Officer	Chief Building Official*	Director of Community Development
Labor Standards Officer	Director of Administrative Services	Fire Marshal / Emergency Management Coordinator

*In 2020, the City Council passed Resolution No. R2020-24, which named the Chief Building Official as the Civil Rights Officer.

On August 3, 2022, the Texas General Land Office ("GLO") requested that the Mayor appoint a person to each of the above-referenced offices for purposes of the Hurricane Harvey Community Development Block Grant – Disaster Recovery grants administered through the GLO. In response to such request and consistent with the proposed resolution, the Mayor appointed the individuals holding the above-referenced positions to the offices. This proposed resolution ratifies the Mayor's appointments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Appointment of Civil Rights Officer & Labor Standards Officer

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, NAMING A CIVIL RIGHTS OFFICER AND A LABOR STANDARDS OFFICER AS WELL AS THEIR ALTERNATES FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS; RATIFYING THE MAYOR'S APPOINTMENTS TO SUCH POSITIONS FOR PURPOSES OF THE HURRICANE HARVEY COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY GRANTS ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Community Development Block Grant Program, the City is required to have a primary and alternate Civil Rights Officer as well as a primary and alternate Labor Standards Officer; and

WHEREAS, on August 3, 2022, the Texas General Land Office ("GLO") requested that the Mayor appoint a person to each of the above-referenced offices for purposes of the Hurricane Harvey Community Development Block Grant – Disaster Recovery grants administered through the GLO; and

WHEREAS, In response to such request and consistent with the proposed resolution, the Mayor appointed individuals to such offices; and

WHEREAS, the City Council desires to make the required appointments and ratify those of the Mayor; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That in accordance with the Community Development Block Grant Program, the City Council hereby appoints the following positions:

Civil Rights Officer	
This officer is responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to the U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.	
Primary	Alternate
Chief Building Official	Director of Community Development
Labor Standards Officer	
This officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under Title I of the Housing and Community Development Act of 1974 which requires the payment of Davis-Bacon Act prevailing wage rates (which are determined by the DOL) to all workers on GLO-CDR construction projects exceeding \$2,000 (42 USC §5310) and all other governing regulations.	
Primary	Alternate
Director of Administrative Services	Fire Marshal/ Emergency Management Coordinator

Section 3. That consistent with Section 2, the City Council hereby ratifies the following appointments made by the Mayor for purposes of the Hurricane Harvey Community Development Block Grant – Disaster Recovery grants administered through the Texas General Land Office:

	Primary	Alternate
Civil Rights Officer	Brian Rouane Chief Building Official	Aubrey Harbin Director of Community Development
Labor Standards Officer	Katina Hampton Director of Administrative Services	Brian Mansfield Fire Marshal/ Emergency Management Coordinator

Section 4. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 12th day of September, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/05/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider selecting the competitive sealed proposal construction delivery method for the Blackhawk Facility Renovation Project as the method which will provide the best value to the City.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pursuant to Section 2269.056 of the Texas Government Code, if the City desires to use a delivery method other than competitive bidding for a construction project, the City Council must, before advertising the project, determine which delivery method provides the best value to the City.

The City Staff believes that the competitive sealed proposal project delivery method ("CSP") for the Blackhawk Facility Renovation Project (the "Project") will provide the best value. The CSP method is similar to the competitive bidding method except that:

1. the award can be made based on criteria other than price, and
2. the City may negotiate a proposal with the proposer.

If Council selects the CSP delivery method, the City will:

1. issue a request for proposals, which will include the scope, plans, specifications, schedule, budget and selection criteria;
2. publicly open the responses;
3. read aloud the names of the proposers and the dollar amount of their proposals;
4. evaluate and rank each proposal;
5. select the proposal that provides the best value to the City; and
6. negotiate a contract with the top proposer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing license agreements for buyout properties located at 108 Cherry Tree Lane, 410 & 412 Independence Drive, and 411 Colonial Drive.

Originating Department: Parks and Recreation

Degree of importance: If these license agreements are approved, these lots will be licensed to individual homeowners for the purpose of beautification, thus, allowing the Parks and Recreation Department to suspend the maintenance costs associated with these lots.

SUMMARY / ORIGINATING CAUSE

As a result of the Tropical Storm Allison Buyout Project, the City obtained 136 residential lots. Since the completion of this project, the Parks and Recreation Department has been tasked with the mowing maintenance along with paying HOA fees for the majority of these lots. However, the Parks and Recreation Department has continued to seek out and coordinate license agreements with other entities to help relieve the financial burden.

Thus far, 46 of these lots have been reserved for the Galveston County Consolidated Drainage District ("GCCDD") (but only four are currently maintained by GCCDD); 14 have been identified for Parks and Recreation access, 13 have been licensed to Homeowners Associations, and 23 have been licensed to individual homeowners. The remaining 40 lots are still available to interested adjacent homeowners. Note: One lot (113 Cherry Tree Lane) was donated to the City, bringing the overall total to 137 lots.

As of the last meeting between City and GCCDD staff regarding the possibility of the District taking over the maintenance of more of their reserved lots, City Staff was informed that GCCDD is not in need of additional lots.

This item is on the agenda to approve the following license agreements:

Property	Licensee(s)
108 Cherry Tree Lane	Jorge Calle, Jr.
410 & 412 Independence	Raymond & Angela Brown
411 Colonial Drive	Jordan & Sharon Koons

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends that Council approve the license agreements with Jorge Calle, Jr., Raymond & Angela Brown, and Joel Jordan & Sharon Koons and authorize the Mayor to execute the agreement on behalf of the City according to the Open Space Guidelines.

ATTACHMENTS

1. License Agreement - 410 & 412 Independence
2. License Agreement - 411 Colonial Drive
3. License Agreement - 108 Cherry Tree Lane

LICENSE AGREEMENT

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

This License Agreement is made and entered into this 12th day of September 2022, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and Raymond & Angela Brown, being located at 408 Independence, hereinafter collectively referred to as "Licensee."

W I T N E S S E T H:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

410 Independence

412 Independence

SEE EXHIBIT "A"

2. **Use:** The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term:** The term of this License shall be for a period of ten (10) years, commencing On September 12, 2022, and terminating at midnight, September 12, 2032. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay to the respective Home Owner's Association all Home Owners' Association fees and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, policies of the respective Home Owner's Association, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over

and across the Premises for such purposes as may be needed in conjunction with the rights granted in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensors Flood Plain Manager. Licensee, subject to approval by Licensors Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensors in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensors and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensors:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
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If to Licensee:	<u>Raymond & Angela Brown</u> <u>408 Independence</u> <u>Friendswood, Texas 77546</u> <u>_____</u>
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Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensors harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensors, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents,

employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensors, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.

11. **Defaults and Remedies:** Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:

A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensors; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensors; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensors may, at its option, terminate this License without affecting its right to sue for all past due License Fees, and any other damages to which Licensors may be entitled. Should Licensors be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensors shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **Taxes:** Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensors pays such tax, Licensee shall reimburse Licensors for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensors shall furnish evidence of payment of all taxes.

13. **Improvements:** Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensors without the prior written consent of the Licensors.

14. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensors's Floodplain Manager, which consent shall not be unreasonably withheld.

15. **Other Conditions:**

A. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

B. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.

C. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.

D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensor property by Licensor, or lessees or licensees of Licensor, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

16. **Severability and Substitution of Valid Provisions:** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

17. **Entire Agreement and Binding Effect:** This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no

prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

Mike Foreman
Mayor

Attested:

Leticia Brysch
City Secretary

LICENSEES:

By:

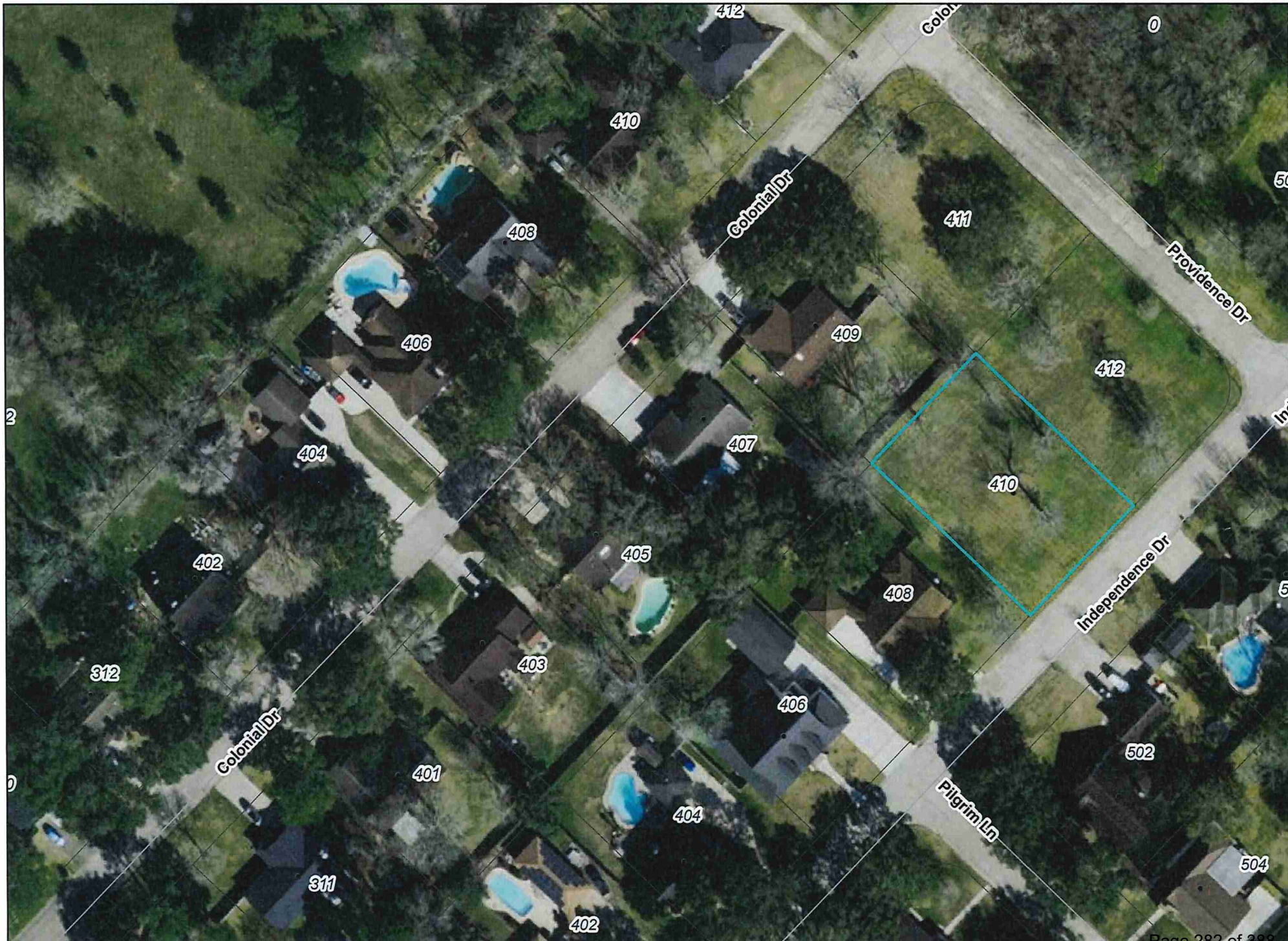
Raymond Brown

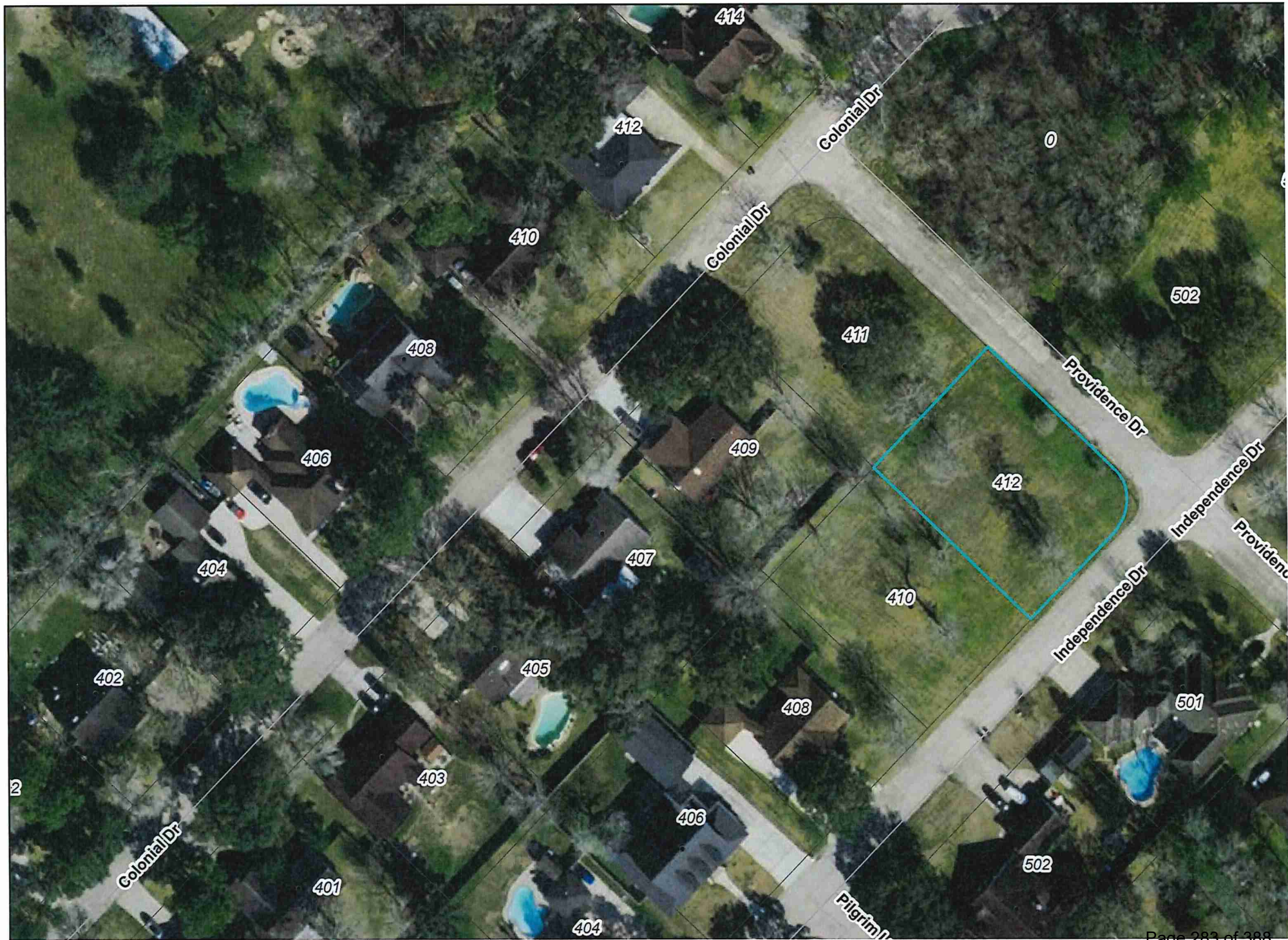
By:

Angela Brown

Exhibit "A"

410 Independence
Friendswood, Texas





LICENSE AGREEMENT

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

This License Agreement is made and entered into this 12th day of September 2022, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and Joel Jordan & Sharon Koons, being located at 409 Colonial Drive, hereinafter collectively referred to as "Licensee."

W I T N E S S E T H:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

411 Colonial Drive

SEE EXHIBIT "A"

2. **Use:** The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term:** The term of this License shall be for a period of ten (10) years, commencing On September 12, 2022, and terminating at midnight, September 12, 2032. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay to the respective Home Owner's Association all Home Owners' Association fees and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, policies of the respective Home Owner's Association, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over

and across the Premises for such purposes as may be needed in conjunction with the rights granted in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensors Flood Plain Manager. Licensee, subject to approval by Licensors Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensors in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensors and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensors:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
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If to Licensee:	<u>Joel Jordan & Sharon Koons</u> <u>409 Colonial Drive</u> <u>Friendswood, Texas 77546</u>
-----------------	---

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensors harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensors, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents,

employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensor, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.

11. **Defaults and Remedies:** Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:

A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensor; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensor may, at its option, terminate this License without affecting its right to sue for all past due License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **Taxes:** Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensor pays such tax, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

13. **Improvements:** Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensor without the prior written consent of the Licensor.

14. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensor's Floodplain Manager, which consent shall not be unreasonably withheld.

15. **Other Conditions:**

A. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

B. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.

C. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.

D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensor property by Licensor, or lessees or licensees of Licensor, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

16. **Severability and Substitution of Valid Provisions:** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

17. **Entire Agreement and Binding Effect:** This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no

prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

Mike Foreman
Mayor

Attested:

Leticia Brysch
City Secretary

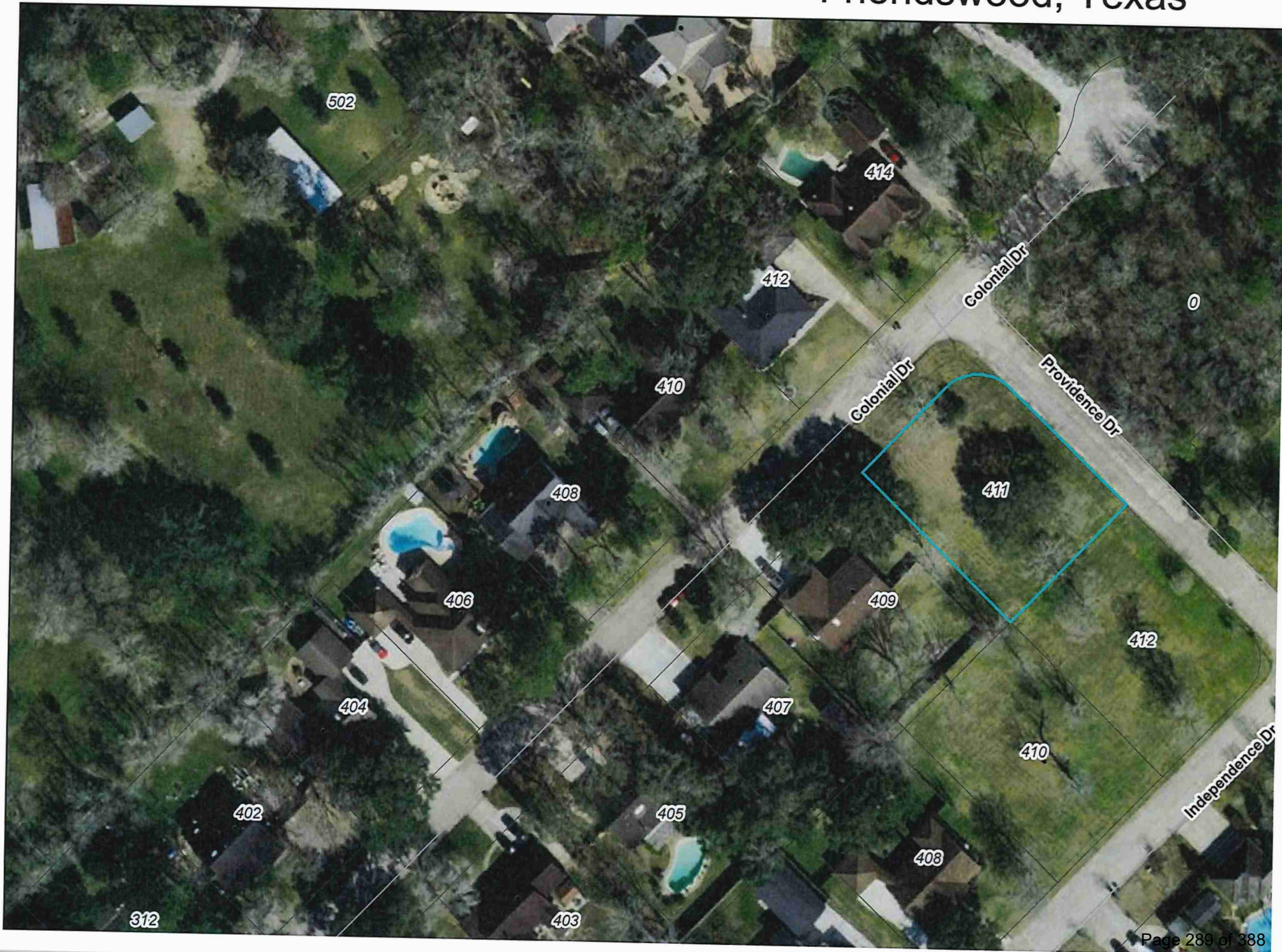
LICENSEES:

By:

Joel Jordan

By:

Sharon Koons



LICENSE AGREEMENT

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

This License Agreement is made and entered into this 12th day of September 2022, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and Jorge Calle, Jr., being located at 130 Cherry Tree Lane, hereinafter referred to as "Licensee."

WITNESSETH:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

108 Cherry Tree Lane

SEE EXHIBIT "A"

2. **Use:** The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term:** The term of this License shall be for a period of ten (10) years, commencing On September 12, 2022, and terminating at midnight, September 12, 2032. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay to the respective Home Owner's Association all Home Owners' Association fees and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, policies of the respective Home Owner's Association, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over

and across the Premises for such purposes as may be needed in conjunction with the rights granted in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensors Flood Plain Manager. Licensee, subject to approval by Licensors Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensors in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensors and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensors:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
------------------	---

If to Licensee:	<u>Jorge Calle, Jr.</u> <u>130 Cherry Tree Lane</u> <u>Friendswood, Texas 77546</u> <u>_____</u>
-----------------	---

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9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensors harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensors, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents,

employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensors, its agents or employees.

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12. **Taxes:** Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensors pays such tax, Licensee shall reimburse Licensors for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensors shall furnish evidence of payment of all taxes.

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17. **Entire Agreement and Binding Effect:** This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no

prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

Mike Foreman
Mayor

Attested:

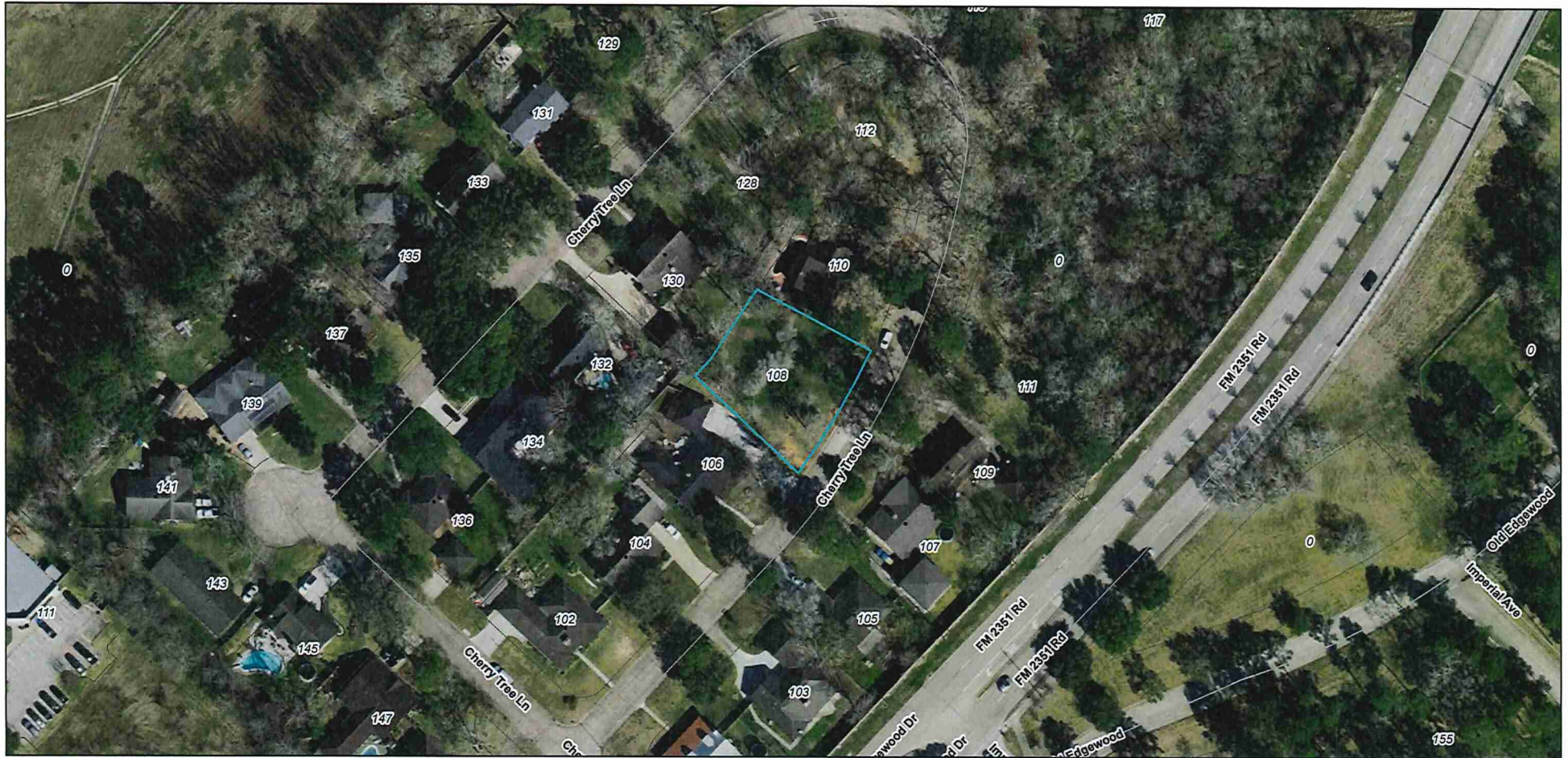
Leticia Brysch
City Secretary

LICENSEE:

By:

Jorge Calle, Jr.

Exhibit "A"
108 CherryTree Ln
Friendswood, Texas



8/11/2022, 2:26:58 PM

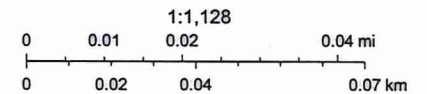
City Limits

Address Points

Streets

Parcels

Parcels Owner Information



Houston- Galveston Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/

Houston- Galveston Area Council | Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Friendswood Staff

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/02/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Emergency Medical Services dispatching Agreement with Windsor EMS, Inc.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize an Emergency Medical Services dispatching Agreement with Windsor EMS, Inc. ("Windsor"). The City is currently providing dispatching services to Windsor for the area within Harris County Municipal Utility District No. 55 under a 2019 agreement that is set to expire on September 30, 2022. Based upon 2020 and 2021 data, the number calls since increased 9% and is on track to have a similar volume in 2022.

As such, the proposed agreement is very similar to the past agreement; however, it incorporates the following changes:

1. increases the annual payment from \$18,000 to \$21,000 annually for dispatch services provided by trained, certified emergency medical dispatchers, who provide life-saving instruction prior to the Windsor's arrival;
2. removes references to the CAD system and the capabilities/functions that it provides, since Windsor does not have access to such system; and
3. requires the City to provide periodic reports that document Windsor's calls for services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Emergency Medical Services Dispatching Agreement Windsor v Friendswood 2022
2. Texas Government Code Verifications Windsor v Friendswood 2022
3. Form 1295

**EMERGENCY MEDICAL SERVICES DISPATCHING AGREEMENT
BETWEEN WINDSOR EMS, INC., AND THE CITY OF FRIENDSWOOD**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Emergency Medical Services Dispatching Agreement (the "Agreement") dated as of this ____ day of _____, 2022, between the City of Friendswood, a home-rule municipality, and Windsor EMS, Inc., a for-profit corporation incorporated in the State of Texas.

Recitals

WHEREAS, emergency medical services are a public necessity for the citizens of Harris County Municipal Utilities District 55 ("MUD 55");

WHEREAS, the City of Friendswood (the "City") has facilities and personnel for emergency dispatch operations that Windsor EMS ("Windsor") does not;

WHEREAS, Windsor desires to contract with the City for emergency dispatching services for citizens within MUD 55; and

WHEREAS, the City has agreed to provide such services under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the City and Windsor (jointly, the "Parties") contract and agree as follows:

I.
Services Provided

The City will maintain and operate an Emergency Communications Center which will provide a central facility for the receipt of emergency and non-emergency communications (whether oral, written, telephonic, radio or other means) directed to Windsor, and for the dispatching of Windsor personnel and equipment, either by oral communication, radio, telephone or other electronic means, within the geographic area served by Windsor in MUD 55, as shown in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Services").

II.
Payment by Windsor for Emergency Dispatch Services

In consideration of the performance of the Services, Windsor shall pay the City on or before the 1st of each month, as follows:

Contract Year	Monthly Amount Due
Year 1 (October 1, 2022 – September 30, 2023)	\$1,750.00
Year 2 (October 1, 2023 – September 30, 2024)	\$1,800.00
Year 3 (October 1, 2024 – September 30, 2025)	\$1,850.00

If laws and ordinances (e.g., labor, benefits, insurance, training, certifications) are enacted that increase the City's costs to supply the Services, the actual direct and indirect financial impact of said laws shall be added to the applicable monthly fee listed hereinabove.

III. Equipment, Protocols, and Reports

- 3.01 *Equipment.* Windsor will utilize standard industry radio communications at all times. All units must be equipped with a current approved radio capable of communicating directly with the City Police Department and Dispatch. Personnel and equipment must be equipped with an appropriately programmed radio. Radios must be programmed with an approved template provided by the City to provide inter-operative communications.
- 3.02 *Protocols.* Windsor will comply to protocols and procedures required for Services by the City pursuant to this Agreement, including the following:
- (a) The Friendswood Police Department will be responsible for the original notification and continued communication of information that it receives into the Telecommunications Center.
 - (b) The dissemination of the information described in subsection (a) of this section will be through radio communications and/or the use of radio tones. This notification will be sent out by the Police Department's Telecommunications Center via the Police Department's radio communications equipment to 700/800 MHz Motorola Apex radios and Motorola Monitor VHF (151.445/159.225 frequency) pagers.
- 3.03 *Reports.* The City shall provide Windsor periodic reports documenting Windsor's calls for service.

IV. Term, Suspension and Termination

- 4.01 *Initial Term.* The initial term of this Agreement shall begin on October 1, 2022 (the "Effective Date") and shall be in force and effect for three (3) years, ending on September 30, 2025.
- 4.02 *Extended Term.* The Agreement may be extended for two (2) intervals of one (1) year each, upon mutual agreement of the Parties; provided, however, the cost to provide the Services required herein during any extended term shall be amended to reflect the actual cost of the City's providing the Services and shall in no event be less than a three percent (3%) increase each year.
- 4.03 *Termination without Cause.* The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ninety (90) days' written notice from the City Manager to Windsor of the City's election to do so.
- 4.04 *Termination with Cause.* The City may immediately and upon notice suspend Services under this Agreement for up to ninety (90) days if Windsor commits a breach of this Agreement, which shall include, but not be limited to, the following:
- (a) By failing to pay insurance premiums, liens, claims or other charges;

- (b) By failing to pay any payments due the City, State or Federal Government, including, but not limited to, payments identified in this Agreement, any taxes, fees, assessments, or liens;
- (c) On the institution of voluntary or involuntary bankruptcy proceeding against Windsor;
- (d) By dissolution of Windsor; and/or
- (e) By violation of any provision of this Agreement.

If, within thirty (30) days of receipt of the notice of default, Windsor cures the same, the Services shall be restored. If the default is not timely cured, this Agreement shall automatically terminate at the expiration of the ninety-day period specified in the notice. In such event, Windsor forfeits all rights under this Agreement. Under no circumstances shall the City of Friendswood accept liability for providing or failure to provide emergency communication services to Windsor for being in default as per the terms of this Agreement.

V.

Indemnification, Release, and Insurance

5.01 *Indemnity*

WINDSOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY AS USED IN THIS SECTION THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON AND FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND WINDSOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF WINDSOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH WINDSOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY WINDSOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF WINDSOR OF THE INJURY, DEATH, OR DAMAGE AND/OR (II) WINDSOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO

APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY OR THE CONCURRENT NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF WINDSOR. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, WINDSOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

5.02 *Release.* By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Windsor assumes full responsibility for its services and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Windsor's services. This release shall apply with respect Windsor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

5.03 *Insurance.* Windsor shall at all times during this Agreement maintain in full force and effect insurance as provided herein and which meets or exceeds the following minimum limits:

Commercial General Liability:

- General aggregate: \$2,000,000
- Per occurrence: \$1,000,000
- Bodily Injury: \$500,000
- Coverage shall be broad form.
- No coverage shall be excluded from standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

Workers' Compensation:

- Statutory limits
- Employer's Liability Insurance: \$500,000
- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

Business Automobile Liability:

- Combined single limits of \$1,000,000.
- All automotive coverage is to include any auto.

Prior to the execution of this Agreement, Windsor shall file with the City valid certificates of insurance and endorsements acceptable to the City. Such certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. Windsor shall also file with the City valid certificates of insurance covering all of its subcontractors.

The following are general requirements which are applicable to all policies:

- AM Best Rating of A-:VII or better for all liability policies.
- Insurance carriers must be licensed and admitted to do business in the State of Texas.
- Liability policies will be on occurrence form.
- City, its officials, and employees are to be added as Additional Insured to liability policies.
- Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the Director. Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to the City's execution of this Agreement.

Should any insurance required by this Agreement lapse, (i) Windsor shall immediately notify the City, (ii) the Services shall be suspended as of the time and date of such lapse, and (iii) the Services shall not resume until coverages have resumed.

VI. Notices

All notices required to be given hereunder shall be given in writing by telecopy, overnight, or facsimile transmission, certified or registered mail or by hand delivery at the respective addresses of the Parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

WINDSOR
Windsor EMS Inc.
Attn: President
P.O. Box 58836
Webster, TX 77598

CITY
City of Friendswood
Attn: City Manager
910 S. Friendswood Drive
Friendswood, TX 77546

with a copy to:
City of Friendswood
Attn: Chief of Police
1600 Whitaker Drive
Friendswood, TX 77546

VII.
Miscellaneous

- 7.01 *Governing Laws.* Throughout the term of this Agreement, Windsor shall comply with all federal, state, and local rules, regulations, and laws as they now exist or may hereafter be enacted or amended. The obligations of the City and Windsor shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any dispute arising out of the performance of this Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 7.02 *Entire Agreement and Severability.* This Agreement and any amendments thereto, contain the entire agreement between the City and Windsor for the Services. No variations, modifications or changes shall be binding unless in writing. The phrases, clauses, sentences, paragraphs, or sections of this Agreement are severable and, if any phrase, clause, sentence paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.
- 7.03 *Assignment.* Windsor may not sell or assign all or part interest in this Agreement to another party or parties without written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.
- 7.04 *Non-waiver.* Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 7.05 *No Right to Arbitration.* Notwithstanding anything to the contrary contained in this Agreement, the City and Windsor hereby agree that no claim or dispute between the City and Windsor arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Windsor consents to be joined in the arbitration proceeding if Windsor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
- 7.06 *Interpretation.* The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.
- 7.07 *No Third-Party Beneficiaries.* This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.
- 7.08 *Authority.* The officers executing this Agreement on behalf of the Parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the Effective Date.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

WINDSOR EMS INC.

BY:

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS

COUNTY OF GALVESTON

Before me, Michele Poche, the undersigned notary public, on this day personally appeared Alton Henderson, in his/her capacity as Business Development of Windsor EMS Inc., on behalf of such company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of August, 2022.



Notary Public in and for the State of Texas

My commission expires 01/23/2024

Exhibit "A"





City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Alton Henderson, the undersigned representative of Windsor EMS, Inc. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;
- the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and
- the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 16th day of August, 2022.



Windsor EMS, Inc.
Company Name
[Signature]
Signature
Alton Henderson / BDD
Printed Name/Title

STATE OF TEXAS
COUNTY OF HARRIS

Before me, Michele Poche, the undersigned notary public, on this day personally appeared Alton Henderson, the Business Developer (Title) of Windsor EMS Inc (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 16 day of August, 2022.

[Signature]
Notary Public in and for the State of Texas

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/04/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the Friends Heights Public Paving and Utilities Improvement Project at the completion of the contractor's one-year maintenance period and the release of the maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of Friends Heights public paving and utilities improvements in July 2021. That maintenance bond has reached its obligation. This agenda item is to authorize the final acceptance of the Friends Heights public paving and utilities improvements and formally release that bond. The infrastructure serves 12 lots in the Friends Heights Subdivision.

City staff has conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

David Wight Construction Company Ltd. will have its bond released immediately upon final acceptance of the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friends Heights - Release of Bond
2. Friends Heights - Release of Bond Unredacted

RELEASE OF BOND

Date: September 12, 2022
PROJECT NAME: Friends Heights

TO: David Wight Construction Company, Ltd.
4300 Mandale Road
Alvin, TX 77511

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Maintenance Bond. This Project was brought before the City Council on July 12, 2021, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond, Bond Number [REDACTED] from Merchants Bonding Company (Mutual), P.O. Box 14498, Des Moines, Iowa 50306, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering
City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/29/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the disposal of one decommissioned Parks & Recreation vehicle through Houston Auto Auction.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Parks Department has a decommissioned vehicle (Unit CS 6, 2012 F250 Ford) that it presents for disposal. The Department will dispose of the vehicle through services provided by Houston Auto Auction. The vehicle has been in service since 2012. Costs associated with keeping the vehicle suitable for service are high, making it the most cost-effective solution to auction it off. This unit is scheduled for replacement in FY22. The vehicle will be decommissioned per the standards set by Local Government Code, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a City of Friendswood motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of this vehicle will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends the Mayor and Council consent to disposal of this asset in the manner described above.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/25/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider repealing the August 1, 2022, Minute Order, which approved a license agreement to allow six (6) parking spaces to be constructed in the right-of-way at 405 Laurel Drive to serve businesses at that location.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The business owner of APA Designs has withdrawn her request for a license agreement allowing six (6) parking spaces to be constructed in the right-of-way at 405 Laurel Drive to serve businesses at that location. This agreement was approved by the City Council via a minute order at its August 1, 2022, meeting. As the business owner no longer desires to enter into said agreement, this item repeals the approval of the same.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 405 Laurel License Agreement
2. Exhibit A - 405 Laurel Parking Spaces

LICENSE AND INDEMNITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, Kathy Sue Allegra (the "Licensee") owns the property 0.160 acre (6,955 square feet) of land situated in the Sarah McKissick League, Abstract Number 151, Galveston County, Texas, being out of and a part of Lot 13, Harvey and Stout Subdivision, a subdivision plat of record in Volume 315, Page 79 of the Galveston County Deed Records, being all of that certain tract of land conveyed to Kathy Sue Allegra as described in deed recorded under Galveston County Clerk's File Number 2019042431 (the "Property"); and

WHEREAS, the Licensee filed a request for a License Agreement in order to use publicly owned property for private purposes, namely for the parking for and the expansion of APA Designs, the Licensee's business, located at 405 Laurel Dr. Friendswood, TX 77546 (the "Request"); and

WHEREAS, on August 1, 2022, the City Council considered the Request and authorized the issuance of this License and Indemnity Agreement (the "Agreement") for the following purposes only:

The use of public right-of-way along Laurel Drive, Friendswood, Galveston County, Texas, as more specifically described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes, (the "Right-of-Way") for six (6) parking spaces (the "Improvement"); and

NOW, THEREFORE, the City of Friendswood (the "City") and Licensee, in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

1. LICENSE.

- 1.1 *License.* Subject to the terms and conditions herein, the City hereby grants to the Licensee, for her non-exclusive use, the privilege, license and authority to use the Right-of-Way for the Improvement as indicated herein. This Agreement is expressly contingent upon the Licensee's strict adherence with all terms and conditions contained herein.
- 1.2 *Right of access.* The City reserves the right to enter upon and have access to any portion of the Right-of-Way at any and all times on any matters relating to this Agreement.
- 1.3 *Subordination.* The license granted pursuant to Section 1.1 is made subordinate to the right of the City to use the Right-of-Way 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 Right-of-Way then in that event, the City shall give the Licensee thirty (30) days' advance written notice of the termination of this Agreement. The determination by the City Manager as to the public necessity of the use of the Right-of-Way shall be final and binding upon the Licensee and the City.
- 1.4 *No Property Right Granted.* This Agreement does not establish any real property rights, franchises or other rights whatsoever in real estate to the Licensee. This Agreement provides limited rights to use and limited rights for access to the Right-of-Way, subject to revocation upon the terms and conditions of this Agreement.

2. USE.

- 2.1 *Permitted use.* Throughout the term hereof and subject to the conditions specified herein, Licensee shall use the Right-of-Way only for the installation, repair and maintenance of the Improvement. Any use of the Right-of-Way not specified in this Section 2.1 is expressly prohibited and shall constitute an Event of Default.
- 2.2 *Limitation of use.* The Licensee understands and agrees that at all times during the term of this Agreement, the Licensee must operate the retail business specified in the recitals hereof on the Property, which must be operational and open to the public during normal business hours. Failure to operate the retail use in accordance with this Section 2.2 shall constitute an Event of Default.
- 2.3 *Not permitted uses.* The Licensee understands and agrees that nothing shall be erected on, over or above the Right-of-Way other than the Improvement, which shall meet and be maintained to meet the requirements of all applicable codes of the City.

3. REMOVAL OF IMPROVEMENT AND RESTORATION OF THE RIGHT-OF-WAY.

- 3.1 *Temporary Removal.* The Licensee agrees to temporarily remove the Improvement or cease using the same for a temporary period of time at request of the City, if same obstructs the City's maintenance or construction activity within the Right-of-Way or the property adjacent thereto. The temporary removal or cessation of use shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.2 *Emergency removal.* The Licensee shall remove, remedy or otherwise abate any condition on the Right-of-Way, which the City believes, in the sole discretion of the City Manager, is a safety hazard or a nuisance. Such removal, remedy or abatement as specified by the City must be performed within forty-eight (48) hours of being notified by the City of the need for the emergency removal. The removal, remedy and/or abatement shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.3 *Removal at Expiration or Termination of Agreement.* The Licensee shall remove the Improvement or any portion thereof, as requested by the City Manager, at the expiration or termination of this Agreement. The removal shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.4 *Restoration.* Immediately after removal of all or a portion of the Improvement, the Licensee shall restore the Right-of-Way to same or better condition which the Right-of-Way was in on August 1, 2022, in accordance with the requirements of the City Engineer and/or Building Official, as applicable.
- 3.5 *Failure to Remove and/or Restore.* Should the Licensee fail to remove the Improvement and/or restore the Right-of-Way in accordance with Section 3 of this Agreement, the City shall have the right (i) to remove the Improvement or any portion thereof, which is not timely removed by the Licensee, and (ii) to restore the Right-of-Way, which is not timely restored by the Licensee.

- 3.5.1 The City shall assess the costs of the removal and/or restoration plus an administrative fee of 10% of such cost to the Licensee.
- 3.5.1 The Licensee shall pay the costs and the fee within thirty (30) days of receiving an invoice therefor.
- 3.5.2 Failure to timely pay the invoiced amount shall constitute an Event of Default and the City shall have the right to place a lien on the Property for the associated cost and administrative fee, which lien shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law.

4. TERM/TERMINATION.

- 4.1 *Term.* The term of this Agreement will be for ten (10) years, and will commence August 1, 2022, ("Commencement Date") and will terminate on July 31, 2032, unless sooner terminated as provided in this Agreement.
- 4.2 *Termination for Cause.* This Agreement may be terminated by either party for cause for an Event of Default or a violation of any provision of this Agreement, which is not cured by the non-breaching party within thirty (30) days after receiving written notice of the Event of Default or violation. In the event of termination for cause, the Improvement shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee.
- 4.3 *Termination for convenience.* This Agreement may be terminated by either party for convenience upon giving ninety (90) days written notice of such termination. In the event of termination for convenience, the Improvement shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee, unless this Agreement is terminated for convenience by the City and the Licensor requests a refund. In such an event, the refund shall be prorated based upon the number of months left in the term for which the Licensee has paid in advance.
- 4.4 *Effect of Termination.* Upon the termination of this Agreement, the license granted herein shall become null and void.

5. CONDITIONS.

- 5.1 *Compliance with Law.* 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.
- 5.2 *Permits Required.* Licensee must apply for and receive any necessary permits from the Building Department, Public Works Department, or other pertinent City boards or departments.

- 5.3 *Annual Fee.* The Licensee shall pay to City an annual fee for the license granted herein. The fee shall be TEN DOLLARS (\$10) per year, payable in advance to the City of Friendswood, Texas. Failure to timely pay shall constitute an Event of Default.

6. INDEMNIFICATION, RELEASE, AND INSURANCE.

- 6.1 *Disclaimer of liability.* During the term of this Agreement, the City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the Licensee's construction, maintenance, repair, use, or condition of the Right-of-Way and/or any improvements thereon.
- 6.2 *Assumption of risk.* By taking possession of the Right-of-Way, the Licensee accepts the Right-of-Way in the condition existing as of the Commencement Date. The City makes no representation or warranty with respect to the condition of the Right-of-Way and the City shall not be liable for any latent or patent defect in the Right-of-Way. The Licensee undertakes and assumes for her officers, agents, contractors and subcontractors, employees, customers and the public (collectively "Licensee" for the purpose of this section), all risk of dangerous conditions whether patent or latent, obvious or undiscoverable, and regardless of whether the City should have known of such dangerous conditions, if any, on or about the Right-of-Way.
- 6.3 *No liens.* The Licensee agrees that no claim or lien may be filed against Right-of-Way for work, labor, materials or supplies provided or supplied to the Licensee, concerning the installation, construction, maintenance or use of the Right-of-Way or the Improvement. Should such claim or lien be filed, the Licensee, upon the written request of the City, shall cause such claim or lien covering the Right-of-Way to be discharged or bonded within thirty (30) days following such request to the satisfaction of the City Manager.
- 6.4 INDEMNIFICATION.

THE LICENSEE AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF THE LICENSEE'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY THE LICENSEE, ITS AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, GUESTS, OR INVITEES, ON OR ABOUT THE RIGHT-OF-WAY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY (I) THE JOINT NEGLIGENCE OF THE CITY AND ANY

OTHER PERSON OR ENTITY AND/OR (II) THE SOLE OR JOINT NEGLIGENCE OF THE LICENSEE, ITS OFFICERS, AGENTS, CONTRACTORS, EMPLOYEES, INVITEES AND/OR GUESTS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE LICENSEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE LICENSEE TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR THE (II) THE NEGLIGENCE OF THE LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES INVITEES AND/OR GUESTS. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, THE LICENSEE further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. It is expressly agreed and understood by the parties hereto that the indemnity provided in this section shall survive the expiration or earlier termination of this Agreement.

- 6.5 *Release.* The Licensee assumes full responsibility for all Licensee's actions as well as those of her officers, contractors, agents or volunteers while on the Right-of-Way and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- 6.6 *No Consent to Litigation.* By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity.

6.7 *Insurance.* Throughout the term of this Agreement, The Licensee shall maintain insurance coverage of the type and amount hereinafter indicated. The Licensee shall provide to the City an insurance certificate evidencing the following coverage in the minimum limit indicated hereinbelow:

- Commercial General Liability
 - General Aggregate: \$1,000,000
 - Per Occurrence: \$500,000
 - The City, its officials and employees are to be added as additional insured to this commercial general liability policy.
 - A waiver of subrogation in favor of the City shall also be required on such policy.
 - Coverage shall be broad form CGL.
 - No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

Prior to or upon the execution of this Agreement and before commencing any of the work, The Licensee shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. Prior to the end of each coverage period during the term of this Agreement, new Certificates of Insurance must be filed with the City evidencing continuation of coverage.

The following are general requirements, which are applicable to the required policy:

- All insurance coverage required herein shall be written by a carrier with an A.M. Best Rating of A-:VII or higher in accordance with the current Best Key Rating Guide.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.
- Claims-made policies will not be accepted.
- The CITY, its officers, agents and employees are to be added as "Additional Insureds" to the policy. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officers, agents or employees.
- A waiver of subrogation in favor of the CITY must be included.
- Upon request, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the CITY at no cost to the CITY.

6.8 *No Arbitration.* Notwithstanding anything to the contrary contained in this Agreement, the City and the Licensee hereby agree that no claim or dispute between the City and THE

LICENSEE arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, The Licensee consents to be joined in the arbitration proceeding if the Licensee's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

7. GENERAL PROVISIONS

- 7.1 *Entire Agreement.* 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.
- 7.2 *Severability.* The phrases, clauses, sentences, paragraphs and sections of this Agreement are severable; and, if any phrase, clause, sentence paragraph, or section of this 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.
- 7.3 *Notice.* 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

LICENSEE
Kathy Allegra
405 Laurel Drive
Friendswood, TX 77546

- 7.4 *Choice of Law.* The City and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.
- 7.5 *Venue.* Exclusive venue for any dispute out of this License Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 7.6 *Assignment.* This Agreement shall not be assigned without the prior written consent of City.
- 7.7 *Construction.* Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- 7.8 *Non-Waiver.* Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing hereunder upon

- 7.9 *Remedies Cumulative.* No right or remedy granted herein or reserved to the City is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the City. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- 7.10 *Construction.* The article and section headings are used in this Agreement for *convenience* and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation
- 7.11 *Agreement Read.* The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 7.12 *Multiple Originals.* It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year opposite their signatures.

LICENSEE[illegible]

KATHY SUE ALLEGRA (Date)

BEFORE ME, the undersigned authority, on this day personally appeared _____, whose name is subscribed to the foregoing instrument and acknowledged 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 day of 2022.

Notary Public In and For the State of Texas
My Commission Expires:

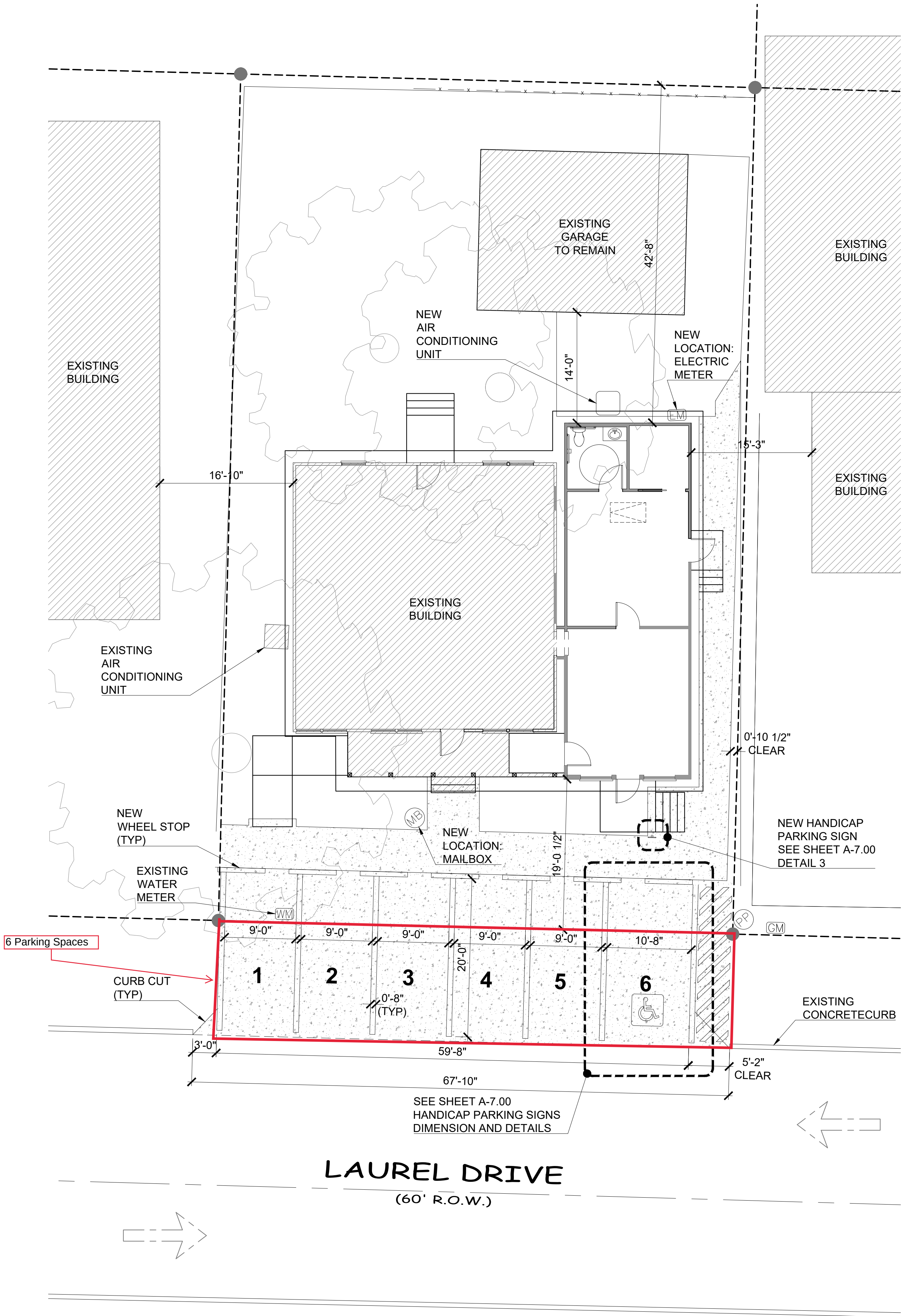
(SEAL)

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager (Date)

ATTEST:

LETICIA BRYSCH, City Secretary



01 PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"

NOTE:

APPROVAL OF THE SITE PLAN WILL EXPIRE ONE YEAR AFTER THE APPROVAL OF THE SITE PLAN BY THE COMMISSION. UPON EXPIRATION OF THAT TIME, THE APPLICANT MUST RESUBMIT A SITE PLAN THAT CONFORMS TO CURRENT ORDINANCES. PROVIDED HOWEVER THE APPLICANT MAY REQUEST AN EXTENSION IN WRITING, WHICH MAY BE GRANTED BY THE COMMISSION, FOR A PERIOD NOT TO EXCEED A TOTAL OF SIX (6) MONTHS.

PARKING TABLE:

PER APPENDIX C OF THE DCM
RETAIL TRADE 4 SPACES PER 1000 SQUARE FEET
NON-STORE RETAILERS 1 SPACES PER 1000 SQUARE FEET

RETAIL SPACE:
EXISTING RETAIL SPACE - 600 SQUARE FEET
NEW FLORIST SHOW ROOM - 300 SQUARE FEET

TOTAL - 900 SQUARE FEET
1SPACES PER 250 SQUARE FEET
3.6 SPACES REQUIRED

WORK SPACES:
EXISTING FLORAL ROOM - 539.0' SQUARE FEET
NEW FLORAL DESIGN WORK ROOM - 431 SQUARE FEET

TOTAL - 970.0 SQUARE FEET
1 SPACE PER 1000 SQUARE FEET
1.5 SPACES REQUIRED

EXISTING GARAGE / STORAGE 350.0 SQUARE FEET

TOTAL SPACES REQUIRED 5.1 SPACES
FURNISHED:
1- 13'-4"x18' ADA SPACES
5- 9X18' SPACES

TOTAL 6 SPACES

FLOOR PLAN NOTES:

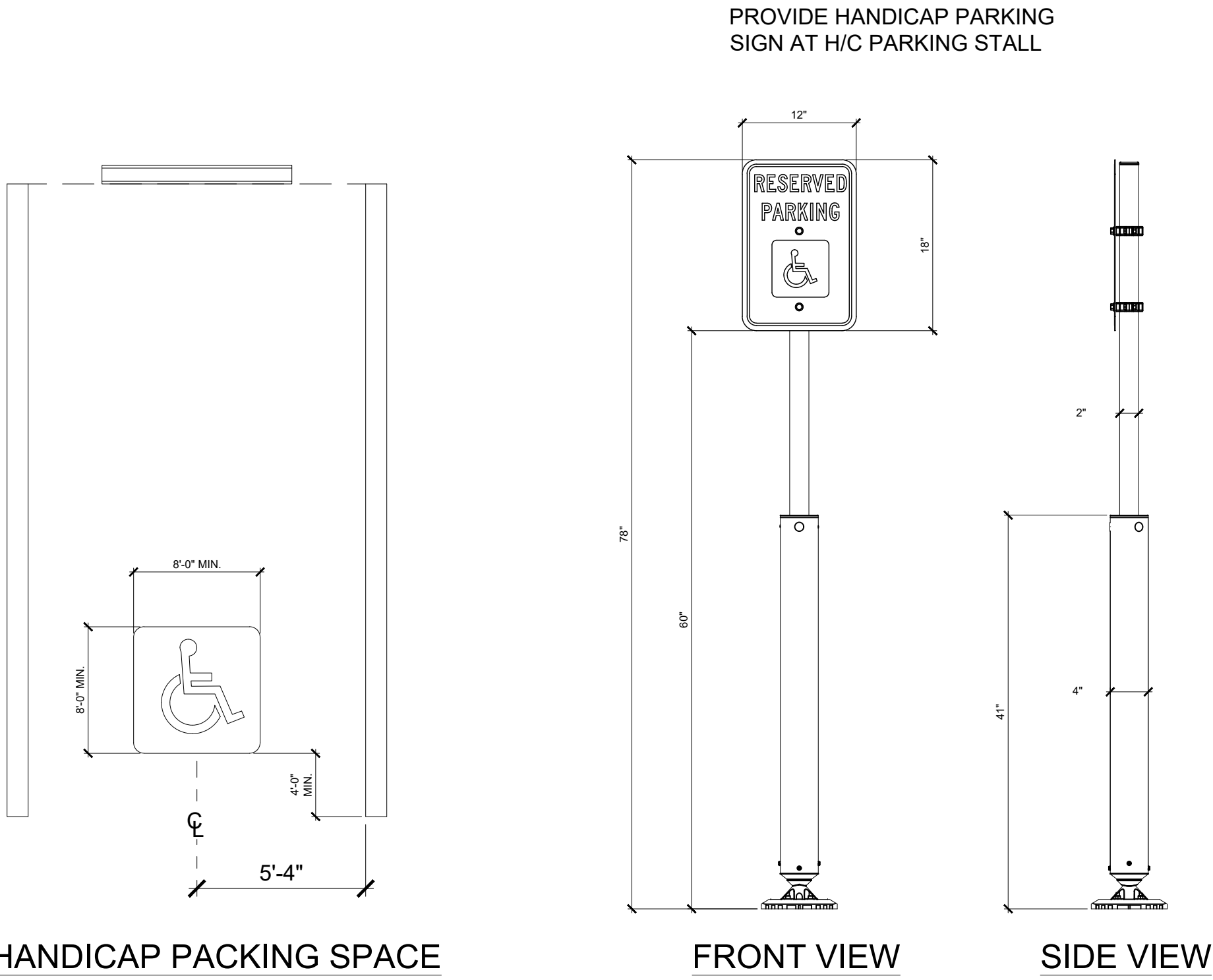
EXISTING STRUCTURE 1139.0'
NEW STRUCTURE 731.1'
NO-RETAIL GARAGE STORAGE 530.0'
TOTAL 2332.1'

TOTAL LOT SIZE 6955.0'
TOTAL COVERAGE 34.5%

LEGEND

- EXISTING TO REMAIN
- TO BE DEMOLISHED
- EXISTING DOOR
- EXISTING WINDOW
- NEW CONCRETE

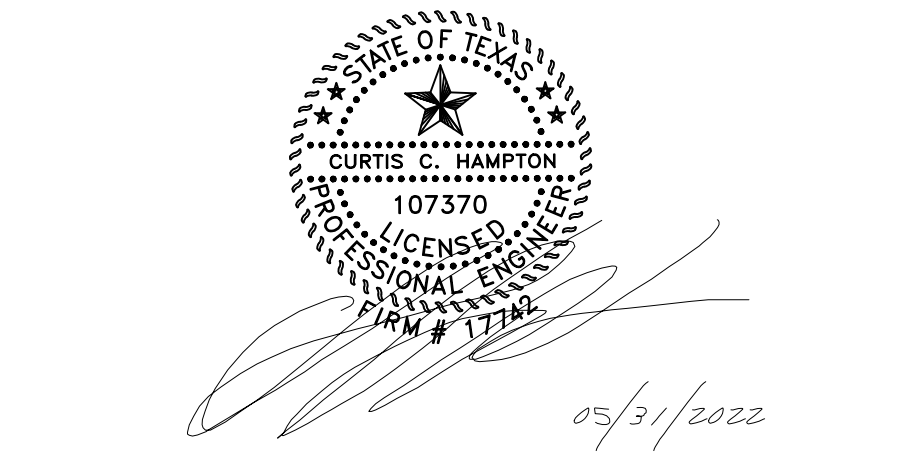
ZERO FOOT SETBACK IN DOWN TOWN DISTRICT



02 HANDICAP PARKING SIGNS
NTS

Revisions:		
#	DATE	DESCRIPTION OF CHANGE
0	05/31/2022	ISSUED FOR CONSTRUCTION

ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR UTILIZED IN ANY FORM WITHOUT PRIOR WRITTEN AUTHORIZATION OF "COBALT".



NOTE: SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES



CLIENT:
BUSINESS OWNER
PROJECT LOCATION OR ADDRESS:
405 LAUREL DRIVE
FRIENDSWOOD, TEXAS 77546

PROPOSED SITE PLAN

DRAWN BY:	GEA	CHECKED BY:	CCH
PROJECT #:	22-0188	SCALE:	N.T.S.
DATE:	05/31/2022		22-0188-A-0.20

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the ad valorem tax report for August 1, 2021, through July 30, 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. July 2022



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



August 2, 2022

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the tax year August 1, 2021 through July 31, 2022 is true and correct.

Under my hand and seal this 2nd day of August, 2022.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

08/01/2022 11:45:21 4060676
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 08/01/2021 THRU 07/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 44
INCLUDES AG ROLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	16,329,036.79	.00	62,063.95	.00	16,391,100.74	6,854.26	446.88	.00	16,398,401.88
	I & S	.102167	4,331,563.39	.00	16,463.29	.00	4,348,026.68	.00	.00	.00	4,348,026.68
	TOTAL	.487314	20,660,600.18	.00	78,527.24	.00	20,739,127.42	6,854.26	446.88	.00	20,746,428.56
2020	M & O	.392153	66,005.68	.00	16,084.23	.00	82,089.91	19,473.78	.00	.00	101,563.69
	I & S	.095161	16,017.43	.00	3,903.05	.00	19,920.48	.00	.00	.00	19,920.48
	TOTAL	.487314	82,023.11	.00	19,987.28	.00	102,010.39	19,473.78	.00	.00	121,484.17
2019	M & O	.432160	12,608.82	.00	5,306.94	.00	17,915.76	3,810.59	.00	.00	21,726.35
	I & S	.089279	2,604.99	.00	1,096.31	.00	3,701.30	.00	.00	.00	3,701.30
	TOTAL	.521439	15,213.81	.00	6,403.25	.00	21,617.06	3,810.59	.00	.00	25,427.65
2018	M & O	.437173	3,600.69	.00	1,460.50	.00	5,061.19	925.68	.00	.00	5,986.87
	I & S	.095218	783.75	.00	318.12	.00	1,101.87	.00	.00	.00	1,101.87
	TOTAL	.532391	4,384.44	.00	1,778.62	.00	6,163.06	925.68	.00	.00	7,088.74
2017	M & O	.432349	2,098.83	.00	721.71	.00	2,820.54	332.08	.00	.00	3,152.62
	I & S	.095000	461.63	.00	158.56	.00	620.19	.00	.00	.00	620.19
	TOTAL	.527349	2,560.46	.00	880.27	.00	3,440.73	332.08	.00	.00	3,772.81
2016	M & O	.462000	1,571.81	.00	530.82	.00	2,102.63	133.97	.00	.00	2,236.60
	I & S	.084000	285.34	.00	96.51	.00	381.85	.00	.00	.00	381.85
	TOTAL	.546000	1,857.15	.00	627.33	.00	2,484.48	133.97	.00	.00	2,618.45
2015	M & O	.497200	1,128.81	.00	472.72	.00	1,601.53	98.98	.00	.00	1,700.51
	I & S	.071500	162.24	.00	67.97	.00	230.21	.00	.00	.00	230.21
	TOTAL	.568700	1,291.05	.00	540.69	.00	1,831.74	98.98	.00	.00	1,930.72
2014	M & O	.530300	1,219.20	.00	614.62	.00	1,833.82	125.43	.00	.00	1,959.25
	I & S	.061100	140.39	.00	70.82	.00	211.21	.00	.00	.00	211.21
	TOTAL	.591400	1,359.59	.00	685.44	.00	2,045.03	125.43	.00	.00	2,170.46
2013	M & O	.530300	883.78	.00	431.22	.00	1,315.00	6.86	.00	.00	1,321.86
	I & S	.061100	101.78	.00	49.68	.00	151.46	.00	.00	.00	151.46
	TOTAL	.591400	985.56	.00	480.90	.00	1,466.46	6.86	.00	.00	1,473.32
2012	M & O	.530700	856.06	.00	472.05	.00	1,328.11	4.73	.00	.00	1,332.84
	I & S	.066300	107.20	.00	58.97	.00	166.17	.00	.00	.00	166.17
	TOTAL	.597000	963.26	.00	531.02	.00	1,494.28	4.73	.00	.00	1,499.01
2011	M & O	.521800	772.33	.00	529.99	.00	1,302.32	1.76	.00	.00	1,304.08
	I & S	.068400	101.25	.00	69.47	.00	170.72	.00	.00	.00	170.72
	TOTAL	.590200	873.58	.00	599.46	.00	1,473.04	1.76	.00	.00	1,474.80
2010	M & O	.519800	802.74	.00	593.54	.00	1,396.28	.06	.00	.00	1,396.34
	I & S	.065300	101.00	.00	74.55	.00	175.55	.00	.00	.00	175.55
	TOTAL	.585100	903.74	.00	668.09	.00	1,571.83	.06	.00	.00	1,571.89

08/01/2022 11:45:21 4060676
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 08/01/2021 THRU 07/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 45
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.499700	772.79	.00	634.27	.00	1,407.06	2.40	.00	.00	1,409.46
	I & S	.080000	123.72	.00	101.52	.00	225.24	.00	.00	.00	225.24
	TOTAL	.579700	896.51	.00	735.79	.00	1,632.30	2.40	.00	.00	1,634.70
2008	M & O	.509700	597.30	.00	534.45	.00	1,131.75	.00	.00	.00	1,131.75
	I & S	.070000	82.03	.00	73.39	.00	155.42	.00	.00	.00	155.42
	TOTAL	.579700	679.33	.00	607.84	.00	1,287.17	.00	.00	.00	1,287.17
2007	M & O	.501600	28.95	.00	32.21	.00	61.16	.00	.00	.00	61.16
	I & S	.074800	4.40	.00	4.86	.00	9.26	.00	.00	.00	9.26
	TOTAL	.576400	33.35	.00	37.07	.00	70.42	.00	.00	.00	70.42
2006	M & O	.512000	44.16	.00	54.94	.00	99.10	12.15	.00	.00	111.25
	I & S	.070100	6.05	.00	7.52	.00	13.57	.00	.00	.00	13.57
	TOTAL	.582100	50.21	.00	62.46	.00	112.67	12.15	.00	.00	124.82
2005	M & O	.524300	106.63	.00	144.05	.00	250.68	32.88	.00	.00	283.56
	I & S	.079700	16.21	.00	21.90	.00	38.11	.00	.00	.00	38.11
	TOTAL	.604000	122.84	.00	165.95	.00	288.79	32.88	.00	.00	321.67
ALL	M & O		16,422,135.37	.00	90,682.21	.00	16,512,817.58	31,815.61	446.88	.00	16,545,080.07
ALL	I & S		4,352,662.80	.00	22,636.49	.00	4,375,299.29	.00	.00	.00	4,375,299.29
ALL	TOTAL		20,774,798.17	.00	113,318.70	.00	20,888,116.87	31,815.61	446.88	.00	20,920,379.36
DLQ	M & O		93,098.58	.00	28,618.26	.00	121,716.84	24,961.35	.00	.00	146,678.19
DLQ	I & S		21,099.41	.00	6,173.20	.00	27,272.61	.00	.00	.00	27,272.61
DLQ	TOTAL		114,197.99	.00	34,791.46	.00	148,989.45	24,961.35	.00	.00	173,950.80
CURR	M & O		16,329,036.79	.00	62,063.95	.00	16,391,100.74	6,854.26	446.88	.00	16,398,401.88
CURR	I & S		4,331,563.39	.00	16,463.29	.00	4,348,026.68	.00	.00	.00	4,348,026.68
CURR	TOTAL		20,660,600.18	.00	78,527.24	.00	20,739,127.42	6,854.26	446.88	.00	20,746,428.56

FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
4,214,667,192	212,264,128	4,426,931,320	00.487314	20,843,712.86	17,155

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2021	19,829,708.43	1,014,004.43	1,014,004.43	20,660,600.18	20,660,600.18	183,112.68	99.12	0.00
2020	163,896.15	41,148.34	41,148.34	82,023.11	82,023.11	40,724.70	66.82	0.00
2019	51,659.09	4,981.33	4,981.33	15,213.81	15,213.81	31,463.95	32.59	0.04
2018	26,368.69	1,249.48	1,249.48	4,384.44	4,384.44	20,734.77	17.45	0.00
2017	16,281.55	65.92	65.92	2,560.46	2,560.46	13,655.17	15.79	0.00
2016	14,103.51	123.32	123.32	1,857.15	1,857.15	12,123.04	13.28	123.32
2015	13,124.77	0.00	0.00	1,291.05	1,291.05	11,833.72	9.84	0.00
2014	13,834.13	0.00	0.00	1,359.59	1,359.59	12,474.54	9.83	0.00
2013	10,663.54	0.00	0.00	985.56	985.56	9,677.98	9.24	0.00
2012	10,529.67	0.00	0.00	963.26	963.26	9,566.41	9.15	0.00
2011	9,853.75	0.00	0.00	873.58	873.58	8,980.17	8.87	0.00
2010	4,816.43	188.90	188.90	903.74	903.74	3,723.79	19.53	188.90
2009	6,212.93	145.52	145.52	896.51	896.51	5,170.90	14.78	145.52
2008	5,594.70	625.90	625.90	679.33	679.33	4,289.47	13.67	625.90
2007	1,976.80	622.34	622.34	33.35	33.35	1,321.11	2.46	622.34
2006	2,757.39	0.00	0.00	50.21	50.21	2,707.18	1.82	0.00
2005	1,421.45	0.00	0.00	122.84	122.84	1,298.61	8.64	0.00
2004	640.47	0.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	647.12	0.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	412.09	412.09	0.00	0.00	512.76	0.00	412.09
2001	941.66	412.09	412.09	0.00	0.00	529.57	0.00	412.09
2000	510.23	412.09	412.09	0.00	0.00	98.14	0.00	412.09
****	20,186,467.31	963,617.11	963,617.11	20,774,798.17	20,774,798.17	375,286.25		2,942.29

GALVESTON COUNTY
10/20 YEARS ACCOUNTS
LEVY WRITE-OFF BY TAXUNIT SUMMARY
POST - PROCESS

Request Seq.: 4061218

writeoff_accounts_post.rep v1.19

Run-Date: 08/01/2022

Run-Time: 14:55:40

Req. Seq. (1502): 4061189

For Effective Change Date: 07/31/2022

Juris 337

FRIENDWD CITY

Year	Account	Owner Name	Levy	Levy Paid	Remaining Levy
2001	1084720000016	HARRIS COUNTY FLOOD CONTROL I	\$82.35	\$0.00	\$82.35
2001	20000119	MILLER NONA D	\$4.92	\$0.00	\$4.92
2001	200753	DOYAL CLYDE	\$8.94	\$0.00	\$8.94
2001	20100707	OWEN JOHN ALLEN II	\$5.68	\$0.00	\$5.68
2001	20102013	DAVIS MICHAEL WILLIAM	\$87.60	\$0.00	\$87.60
2001	202405	UNKNOWN	\$6.19	\$0.00	\$6.19
2001	20301229	WYSE ROY A JR 83 TR	\$15.39	\$0.00	\$15.39
2001	279426	SOL JOVITA	\$43.67	\$0.00	\$43.67
2001	304874	LUX PETER	\$14.17	\$0.00	\$14.17
2001	366840	UNKNOWN	\$0.64	\$0.00	\$0.64
2001	366841	UNKNOWN	\$0.64	\$0.00	\$0.64
2001	404836	EXP-CLEAR CREEK DRAINAGE DIST	\$18.73	\$0.00	\$18.73
2001	8802972	NOBLE VIVIENNE DEYARMAN	\$13.22	\$0.00	\$13.22
2001	8803262	MORELAND DIANE REAGAN	\$12.83	\$0.00	\$12.83
2001	8803470	WYSE ROY A JR 83 TR	\$19.22	\$0.00	\$19.22
2001	9201577	CROOKER JOHN H III	\$4.09	\$0.00	\$4.09
2001	9600128	JORDAN WALTER A LIFE EST	\$5.04	\$0.00	\$5.04
2001	9600152	OWEN JOHN ALLEN II	\$5.43	\$0.00	\$5.43
2001	9800191	OWEN JOHN ALLEN II	\$9.26	\$0.00	\$9.26
2001	H410110000046	FRIENDSWOOD REFINING CO	\$4.72	\$0.00	\$4.72
2001	H410110000262	FRIENDSWOOD REFINING CO	\$1.66	\$0.00	\$1.66
2008	H0152206	FREEMAN NERONE HENRY	\$7.50	\$0.00	\$7.50
2009	H0152206	FREEMAN NERONE HENRY	\$6.10	\$0.00	\$6.10
2010	H2087797	JAMES L PALLETT	\$110.35	\$0.00	\$110.35
2011	303521	LEMUZ WENDY Y	\$16.23	\$0.00	\$16.23
2011	385110	SMITH JANIE D	\$13.63	\$0.00	\$13.63
2011	400746	MILLER TOBY	\$24.34	\$0.00	\$24.34
2011	407947	LEA KRISTI	\$96.67	\$0.00	\$96.67
2011	420785	BACK IN ACTION CHIROPRACTIC	\$82.39	\$0.00	\$82.39
2011	434523	CRYSTAL CLEAR GLASS & MIRROR	\$36.36	\$0.00	\$36.36
2011	504185	KSNW ENTERPRISES	\$272.67	\$0.00	\$272.67
2011	701967	LEGENDS LLC	\$3.58	\$0.00	\$3.58
2011	703450	CARVER PEST CONTROL & TERMITE	\$51.94	\$0.00	\$51.94
2011	704864	GLOBAL VENDING	\$71.00	\$0.00	\$71.00
2011	705006	REMAX SELECT	\$35.71	\$0.00	\$35.71
2011	705092	FRIENDSWOOD FILLIES DANCE & DI	\$9.74	\$0.00	\$9.74
2011	705617	RIGHT WAY A/C	\$55.19	\$0.00	\$55.19
2011	705826	GERARD BETH L	\$9.74	\$0.00	\$9.74
2011	705967	KENNA BONNER PHOTOGRAPHY LL	\$5.19	\$0.00	\$5.19
2011	705983	KRATSCHMER ROBERT C MD	\$12.98	\$0.00	\$12.98
2011	706060	CAMELEAS LANDSCAPING	\$21.21	\$0.00	\$21.21
2011	706875	SMART SHOE REPAIR	\$19.48	\$0.00	\$19.48
2011	707458	DESIGNS BY KAREN	\$4.43	\$0.00	\$4.43
2011	H0152201	DISSEN W J JR EST	\$4.78	\$0.00	\$4.78
2011	H0152278	MORELAND DIANE REAGAN	\$4.96	\$0.00	\$4.96
2011	H0281229	WYSE ROY A JR 1983 TRUST	\$5.90	\$0.00	\$5.90
2011	H0281256	WYSE ROY A JR 1983 TRUST	\$7.38	\$0.00	\$7.38
2011	H0396540	NOBLE VIVIENNE DEYARMAN	\$6.02	\$0.00	\$6.02
2011	H0788461	O'NEIL EQUIPMENT CO	\$986.69	\$0.00	\$986.69
2011	H0799682	DISSEN GLADYS N ESTATE	\$11.98	\$0.00	\$11.98
2011	H0799683	DISSEN JOHN STUART	\$4.78	\$0.00	\$4.78
2011	H0827427	MULCH XPRESS	\$6.82	\$0.00	\$6.82
2011	H2045007	SUPREME CO	\$56.49	\$0.00	\$56.49
2011	H2087797	JAMES L PALLETT	\$100.18	\$0.00	\$100.18
2011	H2098523	DAVIS MICHAEL WILLIAM	\$31.16	\$0.00	\$31.16
2011	H2104654	READINGS BY NENA	\$13.24	\$0.00	\$13.24

Friendwd City Yearly Totals:

Year	Num. Acct(s)	Levy	Levy Paid	Remain Levy
2001	21	\$364.39	\$0.00	\$364.39
2008	1	\$7.50	\$0.00	\$7.50

**GALVESTON COUNTY
10/20 YEARS ACCOUNTS
LEVY WRITE-OFF BY TAXUNIT SUMMARY
POST - PROCESS**

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writeoff_accounts_post.rep v1.19
For Effective Change Date: 07/31/2022

Juris 337 FRIENDWD CITY
Friendwd City Yearly Totals:

Year	Num. Acct(s)	Levy	Levy Paid	Remain Levy
2009	1	\$6.10	\$0.00	\$6.10
2010	1	\$110.35	\$0.00	\$110.35
2011	32	\$2,082.86	\$0.00	\$2,082.86
Totals for Jurisdiction	56	\$2,571.20	\$0.00	\$2,571.20

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2021 TO 07/31/2022

PAGE: 22
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667,192	212,264,128	4,426,931,320	00.487314	20,843,712.86	17,155

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	19,829,708.43	1,014,004.43	1,014,004.43	20,660,600.18	20,660,600.18	183,112.68	99.12	0.00
2020	163,896.15	41,148.34	41,148.34	82,023.11	82,023.11	40,724.70	66.82	0.00
2019	51,659.09	4,981.33	4,981.33	15,213.81	15,213.81	31,463.95	32.59	0.04
2018	26,368.69	1,249.48	1,249.48	4,384.44	4,384.44	20,734.77	17.45	0.00
2017	16,281.55	65.92	65.92	2,560.46	2,560.46	13,655.17	15.79	0.00
2016	14,103.51	123.32	123.32	1,857.15	1,857.15	12,123.04	13.28	123.32
2015	13,124.77	.00	0.00	1,291.05	1,291.05	11,833.72	9.84	0.00
2014	13,834.13	.00	0.00	1,359.59	1,359.59	12,474.54	9.83	0.00
2013	10,663.54	.00	0.00	985.56	985.56	9,677.98	9.24	0.00
2012	10,529.67	.00	0.00	963.26	963.26	9,566.41	9.15	0.00
2011	9,853.75	2,082.86	2,082.86	873.58	873.58	6,897.31	11.24	0.00
2010	4,816.43	299.25	299.25	903.74	903.74	3,613.44	20.01	188.90
2009	6,212.93	151.62	151.62	896.51	896.51	5,164.80	14.79	145.52
2008	5,594.70	633.40	633.40	679.33	679.33	4,281.97	13.69	625.90
2007	1,976.80	622.34	622.34	33.35	33.35	1,321.11	2.46	622.34
2006	2,757.39	.00	0.00	50.21	50.21	2,707.18	1.82	0.00
2005	1,421.45	.00	0.00	122.84	122.84	1,298.61	8.64	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	412.09	412.09	0.00	0.00	512.76	0.00	412.09
2001	941.66	776.48	776.48	0.00	0.00	165.18	0.00	412.09
2000	510.23	412.09	412.09	0.00	0.00	98.14	0.00	412.09
****	20,186,467.31	961,045.91	961,045.91	20,774,798.17	20,774,798.17	372,715.05		2,942.29

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 07/28/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on July 11, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on July 11, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 07 11 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JULY 11, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JULY 11, 2022, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
 Mike Foreman	 Mayor
 Morad Kabiri	 City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor Justin Baldwin, Harbor Church.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey stated that Tucker Hart was set to perform a free show at the Friendswood Public Library, Thursday, July 13, 2022, at 7:00 PM. He continued, Mr. Hart performs country and rock music at venues throughout the area and is a wonderful singer/songwriter that lives in the area.

Councilmember Branson stated that the Houston-Galveston Area Council (H-GAC) has two action items; (1) the Regional Transportation Plan for 2045 is now out for public comment, and she encouraged the public to participate to make their opinions known on this item and secondly, (2) Friendswood received an allocation on the Preliminary Council of Government's method of distribution, which the Texas General Land Office (GLO) approved. She further noted that she and staff will be interviewing applicants for the vacancy on the Community and Economic Development Committee (CEDC). She thanked the Police, Fire, EMS, and the Fire Marshal's Office for their support and participation in the active shooter training that occurred at the junior high. Councilmember Branson stated that the Friendswood Historical Society

is looking for docents and citizens are welcome to pick-up an application at the Library or the Senior Activity Building.

Councilmember Hanks stated that she wanted to thank the Parks Department, the Fourth of July Steering Committee and the many volunteers that worked so hard to make the Fourth of July Event such an amazing experience. Councilmember Hanks recognized the Keep Friendswood Beautiful (KFB) group for their attendance at the meeting and congratulated them on receiving a grant for beautification projects. She also noted that she and a representative from the Police Department would be attending a meeting to discuss human trafficking and how to raise awareness and how to stop this horrible thing from happening.

Mayor Pro Tem Griffon congratulated the Parks and Recreation staff on a great job for the Fourth of July Event. He also stated that the Council held a retreat over the weekend which was open to the public. He also stated that they went over the proposed budget and 5-year financial plan; and thanked the Finance team for doing a great job explaining everything.

Councilmember Erenwert read aloud a letter of gratitude to the Friendswood Police Department from Bob and Gay Smither that was sent to the City after William Reece pleaded guilty a couple of weeks ago.

Mayor Foreman thanked Councilmember Erenwert for reading the letter and asked that everyone keep the Smithers Family and the other victims of William Reece in their hearts and prayers. Mayor Foreman also extended his gratitude to the Parks and Recreation team for a job well done.

5. PUBLIC COMMUNICATIONS

Mr. Phillip Ratisseau requested to speak before the Council regarding his concern that the Council was setting a precedent by allowing a city committee to fund projects. He also noted that people wanted to have input regarding the potential project for the parking lot at Stevenson Park.

Mrs. Connie Ratisseau requested to speak before the Council regarding her concerns with transparency that included (1) the inefficiency of the weblink for public records access, (2) the lack of pertinent information in the minutes, and (3) the voting of expenditures that have been made with a contract between KFB and FDEDC. On the last point, she recommended that Council vote no and asked whether Mayor Foreman should recuse himself from the vote.

Mr. Jason Jones requested to speak before the council regarding the parking lot at Stevenson Park and noted that people really like having all the extra parking spaces and requested that the parking lot remain such.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the West Ranch Management District Annual Report.

Mr. Joe Matranga and Ms. Meredith Levine, the City of Friendswood representatives on the West Ranch Management District (the "District"), presented the District's annual report. The following points were noted:

West Ranch Management District is a five-member board composed of Brian Gibson, Sawyer Blackburn, Doug Konopka, Joe Matranga, and Meredith Levine, which represent the homeowners in West Ranch, in the City of Friendswood.

As it related to the development the following was reported:

- All residences are complete, with a little over 1,250 homes,
- The Cline Elementary School construction has already started with Friendswood ISD, and
- The only remaining item left to do development-wise is the commercial development.

As it related to green space, the following was reported:

- The thoroughfares and some of the entrances are all owned and maintained by the HOA,
- The detention ponds, retention ponds are owned and managed by the District, and
- All the property along Chigger and Clear Creek is also owned and managed by the District.

Mr. Matranga noted that in 2021, the District had a total assessed value of a little over \$695 million; i.e., homes and property in the District, and the total tax rate of .3685 per \$100 evaluation, which is a big drop from 2020 to 2021. He noted that this is not the result of the change in valuations only and noted that all five board members have voted unanimously to lower the tax rate so much so that on average, the average home within District had a drop in their tax burden of an estimated \$500 per homeowner. He further noted that all tax money is used for paying back the development of the roads, the infrastructure, and the drainage, which was all done with bond money. The District continues to pay down that debt and continues to look for opportunities to retire some of those bonds when it makes sense, and continue working with the HOA to enhance the livability and sense of community for the homeowners.

Mr. Matranga stated that Friendswood Development is still working to develop the retail portion of the District with a town-center approach, especially for the property along 518, but as of yet, the board members have not seen anything.

The Council thanks Mr. Matranga and Ms. Levine for their service on this board and for report.

7. WORK SESSION TOPICS

A. Receive and discuss a presentation of the Multi-Year Financial Plan and preliminary FY2023 Proposed Budget summary review.

Administrative Services Director Katina Hampton presented the item and stated that she will provide a brief overview of the City's proposed multi-year financial plan, as well as a very preliminary review of the proposed budget for fiscal year 2023. Ms. Hampton noted that the multi-year financial plan covers the City's General Fund and the related Tax Debt Service Fund.

Ms. Hampton stated that as it relates to the City's revenue planning assumptions; specifically, year one of the multi-year financial plan, staff is estimating, based on the preliminary values received from Galveston in Harris County, a property net taxable value of about 12%. She noted that the estimate does include the City's commercial properties that are not capped at 10% like residential properties. Ms. Hampton noted that in the out-years of the plan, staff is conservatively estimating a 3.8% growth in property tax values. He further noted that the City's sales tax projections go up about 3% annually; therefore, that is the

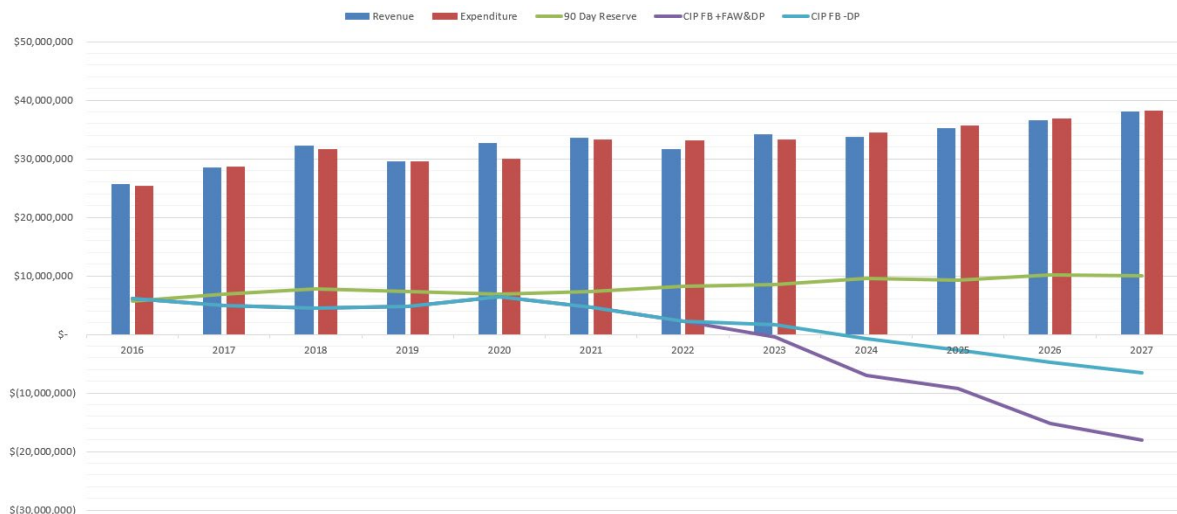
estimate being used in the plan in relation to the City's sales tax revenue. Ms. Hampton also noted that the City's other revenue sources are at about 2% based on the anticipated population growth.

Ms. Hampton stated that staff developed the multi-year financial plan, year one, at a flat tax rate, which results in the City needing to use a portion of the City's unused tax increment savings from prior years to maintain said level. She noted that with the proposed tax increment, the total property taxes, and other revenues, the General Fund revenues are estimated at \$34.2 million, with about 85% of that coming from property taxes, franchise taxes, and sales taxes, and the other 15% would be from non-tax revenue sources.

Ms. Hampton stated that the City has several factors that are driving the need to maintain the current tax rate including: (1) the flat tax rate, (2) the lingering impacts of adopting the no new revenue rate in numerous years, particularly in 2021, which the City is still working to recover some of that operational loss based on the cuts that were made at that time, (3) the desire to maintain the City's current services, (4) the funding of furniture, fixtures and equipment to the Public Safety Building and Fire Station Number Two, (5) the shifting of tax dollars from the General Fund Maintenance and Operations (M&O) over to debt service in order to cover the payments on the bonds that were issued based on voter approval, (6) the continued increases to operational costs, and (7) some forces-at-work items that have been proposed by the departments. Ms. Hampton noted that the forces-at-work items are things that are out of the staff's control and that must be funded, such as, insurance for employee health benefits, property, and claims.

Ms. Hampton noted that there are capital lease equipment purchases that must be made in the upcoming year, and are considering funding these through capital lease financing, which has an impact on the City's debt service; this is another example of an item that is shifting from M&O to debt service. Additionally, Ms. Hampton noted that City departments had identified and submitted decision packages, many of which will not be funded, even at the flat tax rate.

Ms. Hampton then moved on to the City's expenditure planning assumptions in the multi-year financial plan and is looking at maintaining existing personnel with an estimated 3% increase in personnel costs year over year in the plan, along with an estimated 5% increase in the non-personnel-related expenses in the plan, based on historical numbers. Ms. Hampton showed a chart outlining the City's historical revenue and expenditures and the changes in Fund Balance.



Ms. Hampton noted that the green line on the chart shows the City's 90-day operating reserve that must be maintained throughout the plan with said reserves being used to maintain City operations during emergencies. The blue and purple lines show what would happen to the City's Fund Balance above the 90-day reserve if the City was to fund the current service forces-at-work items. She continued, the decision packages, are if the City were to fund everything, indicated by the purple line, which would result in the 90-day fund balance to not be sustainable. City Manager Morad Kabiri noted that the chart shows that in the current fiscal year, the City's budget is still \$1.15 million above the 90-day reserve.

Mr. Kabiri further noted that the 90-day reserve represents by the City's emergency operations funds, to allow for the funding of City operations and services should a natural disaster or emergency situation occur. The amount of money above the 90-day reserve is created in part by funds not being expended in the budget that are allocated at the start of the fiscal year, so whatever is not expended rolls over into this fund balance that can be used for one-time capital expenditures, projects, or deferred maintenance items, Mr. Kabiri noted that today, the City is \$1.15 million above the 90-day reserve. In fiscal year 2021, the City received an infusion of \$2 million of cash from the Federal Government related to COVID expenditures, so without that infusion of cash, the City would be negative nearly a million dollars in its 90-day reserve, meaning the City would not have sufficient funds for its emergency contingency.

Mayor Pro Tem Griffon stated that at the end of May, the budget showed a total fund balance of \$20 million, and while there have been costs that have been unencumbered and encumbered against that 90-day reserve, that still leaves \$20 million that has not been expended. Mayor Pro Tem Griffon did not see how the budget would be \$1.1 to \$1.5 million over the 90-day reserve. Mr. Kabiri noted that the identified funds are restricted funds; for instance, when the City issues bonds that the voters approved for drainage projects or for Fire Station No. Two and Public Safety Building expansions, the \$9 million issued for those expansion projects; sit in the bank until construction is complete or until such time as those invoices must be paid. He continued, while it looks like the City has \$20 million in the bank, a certain amount cannot be used for anything other than what it was encumbered for; and so, of the money that is not encumbered, either by law or by other project commitments, the City only has \$1.15 above the 90-day reserve.

Ms. Hampton stated that by utilizing the fund balance above the 90-day reserve, the City has been able to fund roughly \$2 million in one-time expenditures, such as, a million dollars for the Public Safety Building Expansion Project, the Public Works building, and also the Police Department software. She noted that those expenditures have helped to offset some inflationary costs that have been involved with some construction projects.

As it relates to the Friendswood Volunteer Fire Department (FVFD) and EMS, Mr. Kabiri noted that in 2019, the City executed a new contract with FVFD. The FVFD has been around for well over 60-plus years, serving the community with their own time, resources, blood, sweat, and tears.

Mr. Kabiri stated that beginning around 2019, the FVFD saw their operations in EMS shifting more towards a paid department, partly because they are having fewer and fewer volunteers stepping up to provide services on the EMS side; therefore, currently, they are fully operational with paid staffing except for the volunteers in leadership roles. Recently, the FVFD approached the City with concerns related to labor shortages, costs, and increases in EMS calls for service, which is pushing them to switch their part-

time EMS positions into full-time positions, which ultimately has a cost implication to the City's contract with FVFD each year for the next five years, in the amount of roughly \$300,000, a year.

Mr. Kabiri stated, staff started conversations with the FVFD about bringing some services in-house, to help reduce some overhead expenditures; however, regardless of how the City moves forward, it is looking at spending an estimated \$300,000 more a year on top of the roughly \$2.9 million a year that is currently being expended.

Mr. Kabiri noted that currently there are three ambulances, two that are fully staffed 24-hours, seven days a week, and a third one in reserve. He continued, that if a third call came in, and there are no volunteers available to run that third ambulance, then they will have to wait until one of the ambulances is back in service. Mr. Kabiri stated that based on the call volume trends, by year five, a fourth ambulance will be needed, which will result in cost increases to the City.

Ms. Hampton summarized the proposed the multi-year financial plan. She stated that the 90-day reserve for emergencies would be maintained throughout the plan. She continued, year one reflects the current tax rate or holding up the flat tax rate. Lastly, she noted that decision packages are not included in the multi-year plan and those will be considered by Council on a year-by-year basis.

Moving on to the FY2022-2023 Proposed Budget, Ms. Hampton gave a preliminary look that the upcoming budgets for the General Fund and the Water Sewer Fund. Ms. Hampton stated that there are several key factors or key drivers that were taken into consideration to prepare the proposed budget for fiscal year 2023, which included the following:

- Economic State & Inflation
- Personnel Costs
- Debt Service Obligations
- Deferred Maintenance
- Bond Project Impacts
- Grant Project Impacts
- Operational Costs, and
- Insurance Costs.

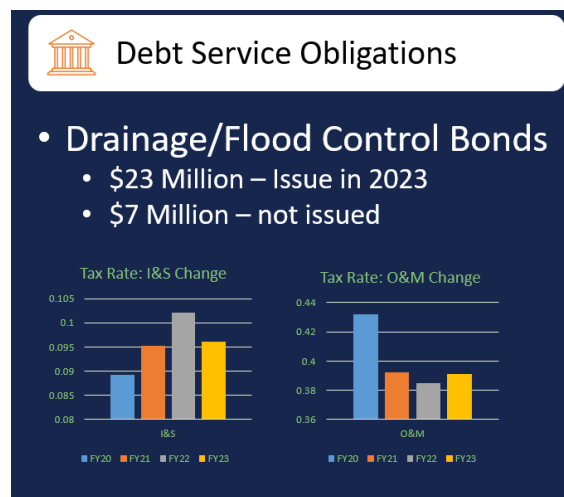
Ms. Hampton stated that everywhere in the country, staff is seeing some of the highest operational increases that they have seen in years past. She noted the following examples:

 Economic State & Inflation	 Operational Costs
• Consumables • Fuel \$76,000 23% • Electricity \$70,000 8% • Vehicles & Equipment 23% • Internal Lease \$185,000 • No Govt Incentives • Supply Chain Delays	• Supplies \$262,500 20% • Operating Supplies & Equipment • Personnel Supplies • Fuel • Services \$1,374,232 12% • Contract Services (Janitorial, Mowing, Software, Engineering) • Emergency Services • Insurance • Internal Lease

Mr. Kabiri stated in regard to the Services Category of \$1.3 million increase, that nearly \$400,000 of that is related to the landscaping cost associated with the City's medians throughout the community, flower beds at city facilities, and the sports facilities in Centennial Park and common areas in Stevenson Park. He stated, as mentioned at a council meeting last year, the staff had budgeted and spent, per contract, \$362,000 for mowing and landscape services citywide. He continued, the current costs, as bid, is nearly \$700,000, which unfortunately, is an additional cost that the City's budget cannot absorb. Mr. Kabiri noted that they can look at ways to try to help offset those costs increases by scaling back on the frequency and the manner in which the landscape is maintained or ask for other entities such as Youth Sports Organization to take over those responsibilities.

Mayor Pro Tem Griffon stated that he looked back at the City's budget for 2020 and 2021, and the mowing contract for last year was \$321,716, and \$46,600 for facilities, for a total of \$369,000. He further noted that in his review of the agenda item for the landscaping RFP, he saw that the base was \$240,919.74 with some alternatives for ryegrass, fertilizer, and the landscaping and planting of the plants, so about \$387,045.24. He stated that he did not see where the \$700,000 amount was coming from because it was not adding up. Mr. Kabiri, in response to Mayor Pro Tem Griffon's question, stated that about two months ago, the City Council awarded a mowing contract. He noted that Yellowstone, the original mowing contractor, had bid the mowing and landscaping services for \$369,000, and after they were awarded the contract and started the work, the contractor came back and said that they could not do it for the bid amount. Mr. Kabiri continued, in response, the City went out for a new bid separating out the mowing and the landscaping; and the mowing contract was awarded two months ago in the amount of \$320,000. He continued, the contract being considered later that evening is in the amount of \$388,000 and is just for landscaping service; therefore, if the mowing contract and landscaping contract are added together the estimated costs is at a little over \$700,000.

Ms. Hampton stated that the City's debt service obligations are growing based on the bonds that were previously approved by the voters and noted that as those principal and interest payments grow, it takes funds away from M&O. Ms. Hampton showed the following charts on the debt service obligations:



Ms. Hampton also noted that the City is seeing increases in its insurance costs which include insurance premiums, for employee health insurance, windstorm insurance, property insurance, and liability

insurance. She noted that the City is currently negotiating its health insurance with its broker and are hoping to get Staff's preliminary estimates of 10% to 30%, down to a lesser percentage of increase.

Ms. Hampton also noted that there are quite a few deferred maintenance items and deferred equipment purchases in the proposed budget to the tune of about \$2.4 million, which is about 55% of what the departments have identified are needed. She continued, if these deferred maintenance items are delayed a year, there will an estimated \$230,000 plus increase in the costs.

Ms. Hampton also noted that there are increases in the upcoming fiscal year related to the impact of bond projects and grant projects that are coming online on operation budgets, i.e., utilities, janitorial, maintenance, and mowing. The breakdown of said costs are noted below:

Bond Project Impacts	Grant Project Impacts
• Increase Operating Budget • Mowing \$30,000 • Overhead \$35,000 • Utilities • Janitorial • Maintenance • Impact on FB for FFE \$1.5M	• Increase Operating Budget • Mowing \$80,000 • Overhead \$12,000 • Utilities • Janitorial • Maintenance
\$157,000	

As it relates to personnel costs, Ms. Hampton noted that these are also increasing. She noted that the proposed budget includes a 3% merit increase for employees, which is about \$630,000, including the wages, taxes, and associated benefits. She noted that the costs of living are increasing about \$4,700 a year for a family of three including increases related to health, housing, insurance, and transportation, so the proposed merit increase will help close the gap between what families are experiencing and what their paychecks reflect. Mr. Kabiri stated that the City of Friendswood does not have a cost-of-living adjustment to its budget; instead, each year, employees are evaluated based upon their performance, and if they perform sufficiently well, they will get a merit increase, so the increase will vary based on performance levels. Mr. Kabiri stated that the City is as lean and mean as possible with regards to staffing and noted that it has the lowest staffing ratio to population out of any Houston metro-area city, and he is very proud of that fact. However, he stated that the only way to retain that ratio and provide the highest level of service to the community, is to have adequate merit increases for the employees based on their performance.

Ms. Hampton stated that the General Fund revenues are projected to be around \$34.2 million, which is higher than the current adopted budget that is roughly about \$32 million. Ms. Hampton noted that about 85% of the General Fund revenues come from taxes; the breakdown is as follows:

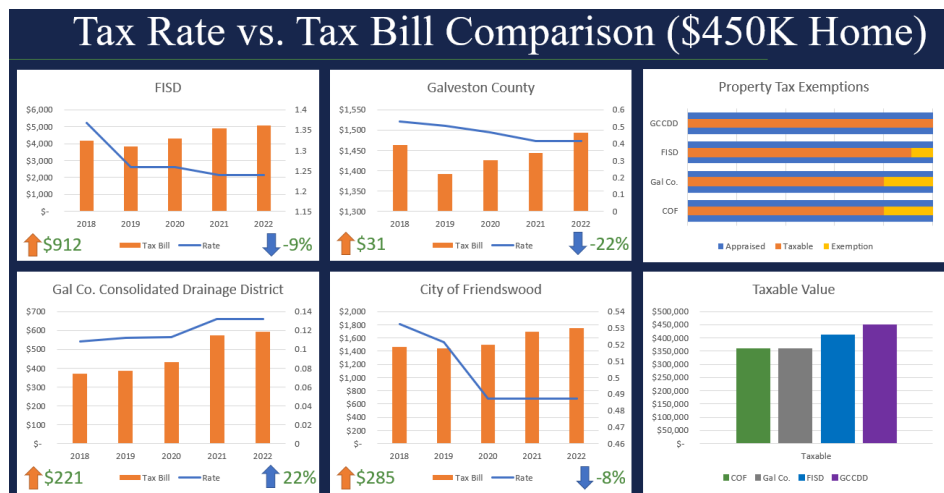
- Property Taxes, \$18,709,372, 55%;
- Sales Tax, \$8,338,690, 24%;
- Franchise taxes, \$1,964,345, 6%;
- Transfers In, \$1,594,802, 5%;
- Fines & Forfeitures, \$1,111,214, 3%;
- Intergovernmental (interlocal agreements), \$642,886, 2%

- Permits & Licenses, \$832,870, 2%
- Miscellaneous (cell towers and rentals), \$502,610, 2%;
- Charges for Service, \$476,709, 1%; and
- Beverage Tax \$55,137, less than 1%.

Ms. Hampton stated that the multiyear financial plan and the proposed budget are based on a flat tax rate, which means that the City is holding at the current tax rate of \$0.487314. This rate would give the budget an increase. The City is estimating a taxable value of \$4.8 billion, which is up \$320 million from last year and includes new construction, exemptions (20% homestead exemption), and 65-years and older freeze ceiling values. Ms. Hampton stated that the City is projecting \$59 million in new construction of which \$355 million of the City's property values are under protest as of June 22, 2022 but anticipate about 85% of that being certified. She also noted that holding at the flat tax rate would allow the City to cover current services, as well as to fund about \$4.5 million in debt service payments. She continued, another item factored into the tax rate is roughly a five cents sales tax increment, where a portion of the City's sales tax offsets the voter-approved tax rates; thus, it lowers that voter approval tax rate.

Mayor Pro Tem Griffon stated that the City was able to do no-net-revenue financing and still managed to finance debt in 2019, and he wondered what the City's total debt service was now in the General Fund, excluding the Water and Sewer Fund. Mr. Kabiri stated that in 2019, when the City did the bond program, that was a historic high watermark in terms of debt authorization. He noted that historically, the City has had less than 10% of its taxable value geared towards debt, so when the voters approved \$52 million worth of projects that changed the dynamic considerably, and ultimately, when all the funds are issued, the City is looking at 20%. Mr. Kabiri stated that of that \$52 million, the City has issued \$30 million, and the rest is authorized but not issued. He noted that the remaining amount will not impact the budget until such time as it is issued. Mayor Pro Tem Griffon requested the payment history of the City's debt service since the authorization of said debt. Mr. Kabiri stated that Staff would get that information to him momentarily.

Ms. Hampton moved onto the next slide which is a comparison of the City of Friendswood's tax rate and tax bill compared to some of the other taxing entities in Galveston County.



Ms. Hampton noted that in the chart, all of the taxing entities did show an increase in the tax bill to the residents and that all with the exception of the Drainage District showed a decrease in the tax rate for that five-year window. She stated, the top left shows the exemptions that are offered by all of the taxing entities, and she noted that the School District offers a flat exemption, the County and the City have a 20% homestead exemption and the Drainage District offers no exemption. She continued, the bottom right shows the City's net taxable value and the exemptions that are offered by the taxing entities do impact the net taxable value and that in turn impacts the levy or the revenue that the entity receives. She stated, the City has a 20% homestead exemption, so in a \$450,000 home, the City is getting taxes per \$100 on a \$360,000 of that \$450,000, where some of the other taxing entities are getting levy off of the full \$450,000 per \$100 of the \$450,000. Councilmember Rockey requested that next year the staff provide the same comparison for the Harris County side of the city.

Mr. Kabiri requested to return to Mayor Pro Tem's question regarding the City's debt service history and noted that in fiscal year 2018-2019, the City's actual debt service payment was \$3.2 million. He continued, in fiscal year 2020, the City's actual debt service payment was \$3.36 million. He elaborated, in fiscal year 2021, the payment was \$3.8 million; and the current fiscal year, the payment is \$4.3 million, and in the upcoming year, it will be \$4.5 million. He concluded, since 2019, the City has from \$3.2 to \$4.5 million in debt service payments.

Ms. Hampton stated that in looking at the General Fund expenditures, staff is anticipating proposing \$34.4 million for the upcoming fiscal year. She noted that about 66% to 67% of the expenditures are personnel related, and the other is non-personnel related items. The fiscal year 2023 preliminary expenditures for the General Fund were broken down as follows:

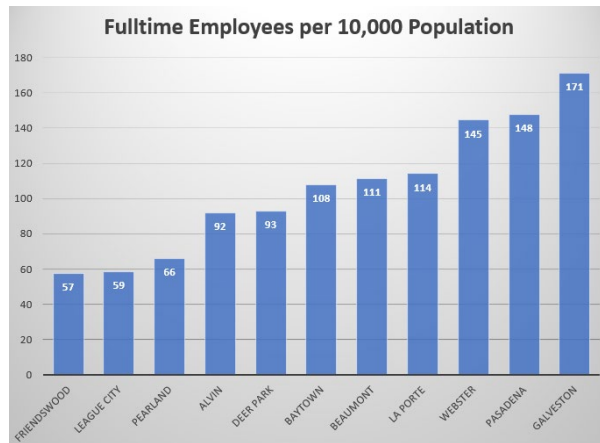
- Personnel, \$22,924,192, 66%;
- Non-Personnel, \$9,809,556, 28%;
- FAW Non-Personnel, \$862,726, 3%;
- FAW Personnel, \$374,865, 1%; and
- Capital, \$519,000, 2%.

A more detailed breakdown of the expenses was noted in the following chart:

Personnel \$23.3M (up \$1M)		Non-Personnel \$11.2M (up \$616K)	
Merit of 2.75%		Consumables (Fuel, Elec)	\$161K
Health & Dental increase 10%*		Vehicles – Internal Lease	\$125K
Communications Operator & GIS Tech		Software Upgrades**	\$173K
Overtime increase		Operational Impact	\$157K
FAW \$1.2M			
Personnel	\$375K		
Non-Personnel	\$863K		

Ms. Hampton stated that at this point, the staff is trying to balance the scale by trying to figure out what revenue sources are available, how to balance the budget, and trying to allocate those funds accordingly. She stated that this is being done in the leanest way possible and noted that the following chart shows that Friendswood employees are at 57 employees per 10,000 in population, compared to some neighboring

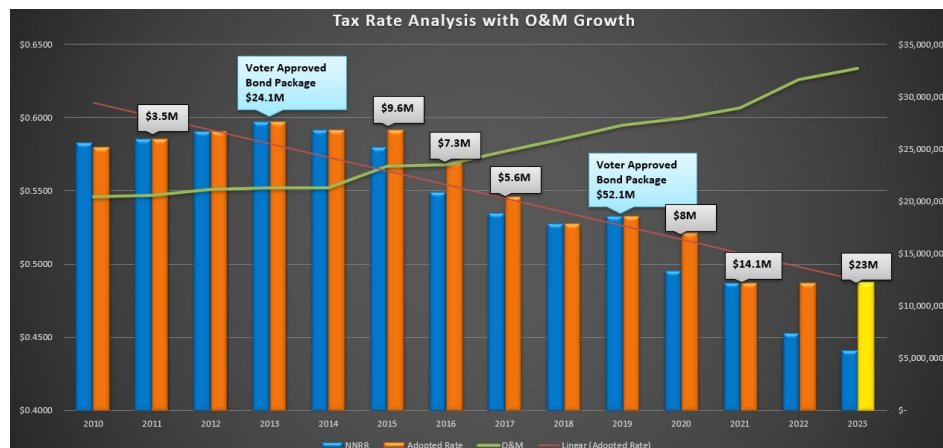
cities that are at 171 employees per 10,000. She stated that staff is doing all that it can with the least number of people possible, while maintaining existing levels of service.



In response to a question from Councilmember Rockey, Ms. Hampton stated that, the information on the staffing and demographics of the other cities included in the chart were collected from their budget documents.

Mr. Kabiri reiterated that the staff is not proposing that the City start staffing like the communities noted in the chart but instead wanted to note that when talking about the City's most valuable asset, it is important for the public to know, how lean and mean Friendswood is staffed.

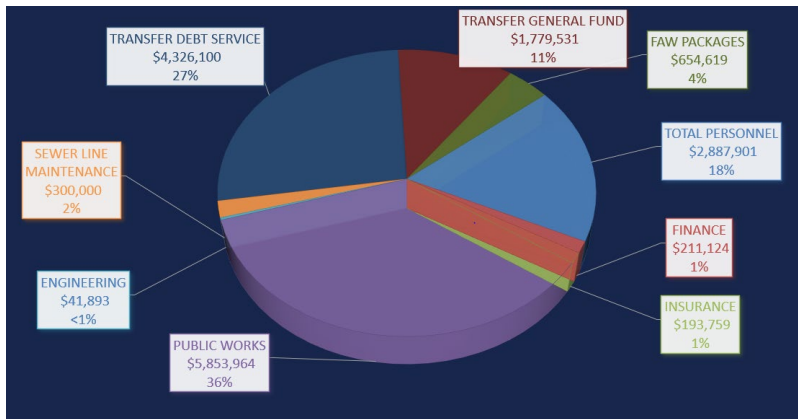
Mr. Kabiri presented a slide, which represents the last 14 years' worth of tax rate adoptions for the City of Friendswood. Mr. Kabiri noted that in those last 14 years, all but five, have been years in which the City has adopted the no-new-revenue-tax-rate, the effective tax rate or less. He explained that this means that the City opted to bring in less funds than the previous year. Mr. Kabiri also noted that this endeavor has been accomplished with every bit of pencil sharpening and cost-cutting measure possible. He stated that in the five years in which the City did not adopt the effective tax rate or less, it issued voter approved debt, and that same concept holds true for the upcoming fiscal year. He further noted that staff is not recommending raising taxes without the impact of these bond projects, instead it is because of these bond projects, along with the inflationary impacts that staff is recommending the rate as presented.



Ms. Hampton stated that this completed her presentation for the General Fund proposed budget and moved onto the Water and Sewer Fund proposed FY23 budget. She noted that this fund has an estimated \$18 million in revenues of which about 97% of the budget comes from utility fees, and then the remaining 2%-3% comes from metered service like meter charges for new meters, and a little bit of interest earnings, and then administrative fees for non-payment or late payment of utility fees. The revenue break down was as follows:

- Sewer Revenues, \$9,9163,337, 51%;
- Water Revenues, \$8,196,360, 46%;
- Administrative Fees, \$436,432, 2%;
- Interest Fees, \$204,806, 1%; and
- Water Meter Sales, \$30,000, less than 1%.

Ms. Hampton noted that on the expenditures, the upcoming budget as an estimated \$16.8 million, which is broken down into the following:



Ms. Hampton noted that this fund is opposite to that of the General Fund in that about 85% of the Water Sewer Fund expenditures are made up of non-personnel costs but are instead services that the City pays for water treatment services, as well as, purchased water from the City of Houston. Mr. Kabiri added to that statement by noting that these are all a function of the fact that the City's contract is for regional services, both at the wastewater treatment plant, as well as, for the service water treatment plant that are shared with other cities and co-participants.

Below is a more detailed slide of the Water and Sewer Fund proposed expenditures:

Personnel \$2.9M		Non-Personnel \$13.3M	
Merit of 2.75%	\$71K	Current Services	\$6.3M
Health & Dental increase	\$35K	FAW-SEWPP Capital Improvements	\$218K
Preliminary – All Funded		FAW-Blackhawk Wastewater Operations	\$280K
Decision Packages	\$630K	Sewer Line Maintenance	\$300K
		Debt Service Obligations	\$4.3M
		Transfer to General Fund	\$1.7M
		Other Force-at-Work	\$156K

Ms. Hampton stated that the final item relates to the next steps in the budget approval process, and they include the following:

- 07/29/2022 - Proposed Budget Delivered
- 08/01/2022 - Budget Work Session
- 08/29/2022 - Proposed Budget Public Hearing
- 09/12/2022 - Public Hearing on Tax Rate
- 09/12/2022 - Budget & Tax Rate Adoption

Ms. Hampton thanked the Council for their support and stated that she would answer any questions.

Councilmember Scott stated that he wanted to quickly boil everything down as it related the budget. He asked as to what the average home value was in the city. Ms. Hampton noted that the average home value in the City of Friendswood is about \$434,000.

Councilmember Scott then asked how much of the proposed revenue increase is bond related or sufficient to going towards that service on a percentage basis. Ms. Hampton responded that staff is anticipating a little less than a penny, so roughly about 30% of the tax.

Councilmember Scott then asked if that rough 30% of the increase in revenue that is being proposed is related to the debt service, which the voters voted on and approved. Mr. Kabiri responded that he was correct in his statement.

Lastly, Councilmember Scott asked if the homeowner that owns the average-value home in the City of Friendswood, how much of an increase will they see in their tax bill as it relates to the city revenue increase? Ms. Hampton stated that it would be roughly \$40 annually.

Councilmember Scott noted that in laymen terms, if a person lives in the City of Friendswood with an average home price of \$435,000, that person will have to pay an increase of \$40 at the end of the year, annually. He further noted that the City's tax rate adjusts based on the appraised values that come into the city and budget's demands and each year there is an increase in revenue of roughly \$1.2 million or of three and a half percent by keeping the tax rate flat. Councilmember Scott then noted that of that three and a half percent increase, 30% of it goes to pay for voter approved debt service.

Mr. Kabiri agreed with Councilmember Scott's assessment and added that the City gets additional revenues from non-property tax revenues from new construction that that has started slowing down considerably, and sales tax revenue has stagnated quite a bit, probably due to inflationary impacts.

Councilmember Hanks inquired as to when the final values from the counties would be received. Ms. Hampton noted that they are supposed to be issued by July 25th. Councilmember Hanks further asked if these values included all additional revenues, not just the increased values in existing homes but also the new construction, sales tax, etc. Mr. Kabiri responded that Councilmember Hanks was correct, and that staff was hoping to have the vast majority of those property values that were protested determined by the Fall; however, historically, these protests have dragged on for several months into the new fiscal year.

Mayor and Council thanked the staff for their hard work and great presentation.

8. CITY MANAGER'S REPORT

A. Present an update on Movies in the Park.

City Manager Morad Kabiri presented the item and stated that he wanted to thank the Parks and Recreation staff and Fourth of July Steering Committee for their amazing Fourth of July event. Mr. Kabiri stated that starting Friday, the City's Annual Movies in the Park, sponsored by the Friendswood Rotary would begin. These family-friendly movies take place every Friday night at the Evelyn B. Newman Amphitheater Centennial Park off of FM 518.

B. Present an update regarding the Friendswood Library Town Hall meeting to be held July 19th.

City Manager Morad Kabiri presented the item and stated that the Library will be hosting a Town Hall Meeting on July 19, 2022, beginning at 6:00 PM, to seek input on the Library's long-range strategic plans. All ideas and comments are welcome, and all are encouraged to attend.

C. Present an update regarding the Texas City Manager Association June meeting.

City Manager Morad Kabiri presented the item and stated that the City hosted the Regional City Manager Association luncheon with a record number of attendees. He thanked his staff and the Library for helping to host such a spectacular event.

D. Present and update regarding City waterline breaks and repairs.

City Manager Morad Kabiri presented the item and stated that due to the hot and dry weather conditions, there have been a record number of water line breaks throughout the city. Mr. Kabiri thanked the Public Work staff and leadership for their 24-hour support in responding and repairing the multiple line breaks being experienced throughout the city.

E. Present an update on regarding Friendswood VFD EMS receiving the 2022 American Heart Association's Mission: Lifeline® EMS Gold Plus Achievement Award.

City Manager Morad Kabiri presented the item, and that the Friendswood Volunteer Fire Department's EMD group received the 2022 American Heart Association's Mission: Lifeline® EMS Gold Plus Achievement Award for their STEMI treatment capabilities.

9. BUSINESS ITEMS

A. Consider approving Master Services Agreement No. 19829 with MCCi, LLC, for the purchase of Laserfiche software licenses and professional services related to a records management system upgrade, GIS integration and contract management system with electronic signature capabilities.

This item approves an agreement with MCCi, LLC for the purchase of Laserfiche software licenses and professional services related to a records management system upgrade and contract management system, in an amount not to exceed \$162,000.

The City of Friendswood implemented the Laserfiche Records Management System in 2008 for the City Secretary's Office only. Since that time, the City has moved to expand its electronic records management system and, in order to do so, must upgrade the existing Laserfiche software, expand the number of end user and participant licenses, and implement a new electronic contract management system for digital signatures (One Span). Additionally, the upgrade will include GIS integration which will allow for the linking of deeds, liens, easements, and other property records to be attached to related properties in the City's GIS program, which is accessible to internal and external customers. A copy of the proposed scope of work and agreement is attached for your review.

The cost of the project is \$146,157.34 and, with an additional \$15,842.66 in contingency funds, for a total of \$162,000.00. The monies will be allocated as follows:

- General Fund - 60% (\$97,200) and
- W&S Fund - 40% (\$64,800).

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Master Services Agreement No. 19829 with MCCi, LLC, for the purchase of Laserfiche software licenses and professional services related to a records management system upgrade, GIS integration and contract management system with electronic signature capabilities. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider authorizing the City Manager to negotiate and execute debris monitoring services contracts with (i) Thompson Consulting Services and (ii) Tetra Tech (RFP 2022-12).

This item authorizes the City Manager to negotiate a primary contract for debris monitoring services with Thompson Consulting Services and a secondary contract with Tetra Tech. These pre-event contracts provide the City with debris monitoring services in the event of an unforeseen declared emergency/disaster. There are no upfront costs for this contract to be in place as funds will be allocated if there is a declared emergency and the contracts are activated.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Griffon to the City Manager to negotiate and execute debris monitoring services contracts with (i) Thompson Consulting Services and (ii) Tetra Tech (RFP 2022-12). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

C. Consider authorizing the City Manager to negotiate and execute debris removal services contracts with (i) Crowder Gulf and (ii) KDF Enterprises LLC (RFP 2022-13).

This item authorizes the City Manager to negotiate a primary contract for Debris Removal Services with Crowder Gulf and a secondary contract with KDF Enterprises LLC. These pre-event contracts provide debris removal services for the City in the event of an unforeseen declared emergency/disaster. There are no upfront costs for this contract to be in place as funds will be allocated if there is a declared emergency and the contracts are activated.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Erenwert to authorize the City Manager to negotiate and execute debris removal services contracts with (i) Crowder Gulf and (ii) KDF Enterprises LLC (RFP 2022-13). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

D. Consider authorizing the City Manager to negotiate and execute a contract with Manor Maintenance for the maintenance and landscaping of the City's parks and facilities (RFP 2022-15).

This item authorizes the City Manager to negotiate and execute a contract with Manor Maintenance for the landscaping of the City's parks and facilities (RFP 2022-15).

This RFP was opened on Thursday, June 23, 2022, with proposals being received from (i) Horticare, (ii) Manor Maintenance, and (iii) Special Touch Landscaping. The scope of work for this contract includes the weeding and trimming of city facilities-buildings, medians, esplanades and parks as further outlined on the attached Landscape Management Schedule.

An ad-hoc review committee was formed to score the submitted proposals based on the selection criteria included in the RFP, which was designed to help staff provide a contractor recommendation to the Council, while ensuring the appropriate level of service is maintained.

During the review process, the committee ranked each proposal by the criteria listed below:

- 30%, qualifications and capability of the company providing similar services;
- 10%, references – respondents shall provide a minimum of three (3) references for which you have provided this type of service. Including the date(s), services furnished, client's name, address, and phone/fax/email of the client;

- 30%, pricing schedule/cost of service; and
- 30%, past experience and history on like projects.

Further, the committee met with the representatives of the top-rated proposals and all subsequent information requested and received was considered as part of the proposal and evaluated as such. During the review process, the committee concluded through the above scoring factors that Manor Maintenance received the most points, and therefore is receiving staff's recommendation.

A motion was made by Councilmember Rockey and seconded by Councilmember Scott to authorize the City Manager to negotiate and execute a contract with Manor Maintenance for the maintenance and landscaping of the City's parks and facilities (RFP 2022-15). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

E. Consider authorizing an Interlocal Agreement with the Galveston County Consolidated Drainage District.

This item authorizes an interlocal agreement with the Galveston County Consolidated Drainage District and amends the CDD process in the following:

The agreement changes the current process to the proposed process as follows:

- CDD Staff will assess a building permit application to determine whether or not it will require regional detention.
- If yes, staff will direct the applicant to GCCDD to complete that process first; GCCDD will calculate fees and collect payment.
- Once the applicant has a receipt of payment to GCCDD, staff will complete the permitting process.
- If no, CDD staff will complete the permitting process.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to authorize an interlocal agreement with the Galveston County Consolidated Drainage District. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

F. Consider authorizing the Interlocal Contractual Agreement Concerning Breath Alcohol Technical Supervisor with the City of League City, Galveston County, the City of Webster, the City of Seabrook, the City of South Houston, the City of Texas City, and the City of Pearland.

This item authorizes an Interlocal Contractual Agreement Concerning Breath Alcohol Technical Supervisor is a renewal of the existing agreement amongst the parties, which include Galveston County, the Cities of League City, Webster, Seabrook, South Houston, Texas City, and Pearland.

All of the parties to the agreement need the services of a certified breath alcohol technical supervisor ("BATS") for use in law enforcement and prosecution of driving while intoxicated offenses. Under the agreement, the City of League City will enter into a contract with the Texas Department of Public Safety, which wants to be bound by only one contract, to secure the services and to provide the other entities an evidential breath alcohol instrument ("Instrument"). The cost for the BATS and the Instrument for all of the parties is \$100,000, which cost will be shared equally and paid monthly after receipt of an invoice from the City of League City. The term of the proposed agreement is sixty months, which term can be extended thereafter for successive one-year periods.

After a brief discussion regarding the costs of the agreement, City Manager Morad Kabiri clarified that the annual costs to the City for this agreement is in the amount of \$14,000.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to authorize an Interlocal Contractual Agreement Concerning Breath Alcohol Technical Supervisor with the City of League City, Galveston County, the City of Webster, the City of Seabrook, the City of South Houston, the City of Texas City, and the City of Pearland. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, and Mayor Pro Tem Robert J. Griffon.

Nays: Councilmember John Scott, and Councilmember Brent Erenwert.

The item passed.

G. Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds for Stevenson Park Conceptual Design Plan and authorizing an agreement related thereto.

Mayor Foreman asked for the floor in order to respond to a comment made earlier in the meeting about whether or not he should vote on this item and if he was conflicted because of his wife volunteering with the FDEDC. He stated that there was no conflict of interest and that his wife volunteers for multiple organizations throughout the community with no special interest or compensation.

City Manager Morad Kabiri presented the item and stated that the Keep Friendswood Beautiful Committee (KFB) was recently awarded the Governor's Community Achievement Award. Mr. Kabiri noted that this is a state grant that only a few communities ever achieve, and Friendswood has achieved this recognition not once, but twice in the last six years. He further noted that the \$250,000 grant can be utilized for beautification efforts along the TxDOT rights-of-ways (ROW); such as the median landscaping up and

down FM 518 and the beautiful new medians along FM 2351, which were recently upgraded over the last several years. Mr. Kabiri noted that with the award, KFB is considering another beautification effort in the form of a new entryway sign into Stevenson Park, like the ones at other city parks and some nice landscaping. As KFB discussed options for the entryway, they wondered if it was possible to upgrade the parking lot that's directly behind where the entryway sign would go, and while many of the options for that parking lot have been cost prohibitive in the past, the KFB thought it would be a good idea to get a plan together for what the space could be, and have it ready should there be grant opportunities in the future, or potentially a future bond package for the vote of the people. This is exactly what happened with the downtown upgrades that are currently being undertaken and include the traffic signal upgrades as well as the sidewalk enhancements downtown; the FDEDC had a plan and was ready when TxDOT offered grant monies for improvements along the City's roadways. Mr. Kabiri stated that this is the example that KFB is attempting to copy, to put together a plan, that may help solicit grant dollars and some other things to pay for the beautification of that parking lot.

FDEDC was approach to fund the conceptual plan of the Stevenson Park entryway and parking lot in the amount of \$13,500 as it fit within the scope of the FDEDC Downtown Plan and use. The FDEDC considered the funding request and approved making a recommendation to the City Council to appropriate the monies for this project, which is what is before the Council now. Mayor Foreman stated that the FDEDC cannot expend monies without Council approval and if the request is denied, the item goes away, or other funding will have to be identified.

Mr. Kabiri noted that the conceptual plan proposal submitted by Halff Associates is still yet to be developed based on public input via town hall meetings and online surveys. The conceptual drawings that were presented to FDEDC were drawings that Halff Associates prepared when meeting with staff to show their capabilities, but the sketches provided are not the conceptual plan and is not worth \$13,000.

Again, FDEDC approved the funding of the plan, but again, no commitment has been made to pay anybody anything and no plan has been developed, and that funding is contingent upon Council's approval tonight.

Councilmember Griffon asked how the public input would be collected and used to formulate a plan for the space. Mr. Kabiri stated that the input would be done at in person town hall meetings at City Hall and the Library, along with the opportunity to take a survey online in order to provide the consultant sufficient information on what the community would like to see in this space to say what they would like to see.

Mayor Foreman stated that leveraging the cost to create a plan against the potential of receiving grant monies, like the three and a half million grant from TxDOT is a worthy investment.

Councilmember Griffon inquired if the FDEDC had a concern over KFB approaching them for funding and if there was a concern that they were creating a precedent by which other groups would start requesting monied from them. FDEDC President, Dr. Rebecca Hillenburg stated that they had not been approach before with funding requests and considered the KFB request on its own merits. She stated that the fact that the Downtown Plan helped garner such a large grant for the Downtown street improvements, was a big influencer when deciding whether or not to fund this new plan for a park located in the Downtown area.

Councilmember Griffon stated that the FDEDC has an estimated \$3.8 million project that it is trying to pay for, and at this time they only have \$2.2 million, he noted his concern that the FDEDC was didn't have enough money for its core project and was spending money on other things. Dr. Hillenburg stated that the project has alternates and partial plans in order to fund it with the money that they have now.

Councilmember Griffon stated that he felt that the \$13,500 for the plan should be taken from the Parks and Recreation Department.

Dr. Hillenburg stated that she considered the \$13,000 as an investment to the future, an investment in the opportunity to support another committee in Friendswood and give them the opportunity that FDEDC got when they created their own plan. Mayor Foreman stated that he felt it was also worth the money to give residents a chance to make their input known and alleviate the complaint that the City "never asks us what we want."

Councilmember Rockey stated that he wanted to summarize a few things; the Council is being asked to fund a \$13,500 study through getting public input and no monies have yet been spent. He noted that in his opinion the parking lot could be unsafe and should be made better looking and more efficient for parking and events. This company is going to help the City create a plan, and experience shows that when there is a plan, other monies can be attained and ultimately, the final plan still has to come back to the Council for approval, so the comments that a plan has already been done and paid for is just not true.

Councilmember Branson thanked the FDEDC and KFB members present at the meeting for their wonderful work in supporting the beautification of the Downtown. She noted that the FDEDC has been very frugal, and very intentional in the development of their plan and getting the money together for a pay as you go approach to projects. She stated that the FDEDC is now looking to support another City committee that aligns with their mission and focus, and she believed that what was a good thing that she supported.

Councilmember Scott asked if there was any of the park improvement bond money still available to help pay for this study. Mr. Kabiri noted that the park bond issuance monies from the 2013 bond program have all been expended.

Councilmember Scott asked if there were any funds left in the sidewalk fund. Mr. Kabiri noted that Council authorized the use of those funds for sidewalk installations about four council meetings ago.

Councilmembers Scott and Rockey stated that they believed that this plan, along with improvements to the parking lot needed to be done.

Councilmember Scott stated that his concern was in the fact that FDEDC is funding an outside group's project, which could set an unwanted precedent. Mr. Kabiri stated that he understood his concern and from the staff's perspective they were looking at ways to utilize restricted funds that couldn't be used for anything else, as is the case with the FDEDC funds that can only be used for projects and improvements in Downtown.

Councilmembers Scott and Griffon stated that while they supported the plan, they felt that another funding source should be used.

With no further comments on the proposed expenditure. Mayor Foreman called for a motion.

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to authorize the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds for Stevenson Park Conceptual Design Plan and authorizing an agreement related thereto. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, and Councilmember Sally Branson,

Nays: Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

The item passed.

H. Consider the election of the Mayor Pro Tem.

A motion was made by Councilmember Rockey and seconded by Mayor Pro Tem Griffon to elect Councilmember Brent Erenwert as Mayor Pro Tem. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

I. Consider appointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members, and (iv) Megan McKay as an alternate member to the Construction Board and Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025.

A motion was made by Councilmember Scott and seconded by Councilmember Rockey to appoint (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members, and (iv) Megan McKay as an alternate member to the Construction Board and Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

J. Consider appointing (i) Joe Matranga, (ii) Brian Bounds and (iii) Marcus Rives to the Planning and Zoning Commission for a three-year term set to begin immediately and expire on June 30, 2025.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to appoint (i) Joe Matranga, (ii) Brian Bounds and (iii) Marcus Rives to the Planning and Zoning Commission for a three-year term set to begin immediately and expire on June 30, 2025. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

K. Consider appointing (i) Patrick McGinnis, (ii) Rebecca Hillenburg, (iii) Ron Cox, and (iv) Alton Todd to the Friendswood Downtown Economic Development Corporation for a two-year term beginning immediately and ending June 30, 2024.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to appoint appointing (i) Patrick McGinnis, (ii) Rebecca Hillenburg, (iii) Ron Cox, and (iv) Alton Todd to the Friendswood Downtown Economic Development Corporation for a two-year term beginning immediately and ending June 30, 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

L. Consider appointing (i) Diane Freeman, (ii) Kathy Molinaro, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning immediately and ending June 30, 2025.

A motion was made by Councilmember Rockey and seconded by Mayor Pro Tem Erenwert to appoint (i) Diane Freeman, (ii) Kathy Molinaro, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning immediately and ending June 30, 2025. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

M. Consider appointing (i) Susan Asimakis and (ii) Pauline Moore to the Community and Economic Development Committee for a three-year term beginning immediately and ending June 30, 2025.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to appoint (i) Susan Asimakis and (ii) Pauline Moore to the Community and Economic Development Committee for a three-year term beginning immediately and ending June 30, 2025. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

10. RESOLUTIONS & ORDINANCES

A. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment X" and providing for supplemental appropriation and/or transfer of certain funds.

This proposed ordinance approves the following budget amendments:

1. Parks & Recreation – Video Wall Sponsorship for July 4th Event, \$5,000. Appropriate directed sponsorship received from H-E-B. The sponsorship will go towards the rental of a video wall to be used for the July 4th celebration. Funds will be appropriated to the Parks and Recreation Department's July 4th division.
2. Community Development Block Grant-Disaster Recovery (Galveston County) – Utility Relocation at Clear Creek Bridge, Tree Mitigation Plan, \$6,000. Advance funding for engineering services related to the relocation of utilities at Clear Creek Utility Bridge. The City was awarded a grant through the 2017 Community Development Block Grant – Disaster Recovery with Galveston County. Additional work will be performed to prepare a tree removal and mitigation plan as well as determining a plant schedule and tree species based on the City of Friendswood Code of Ordinances. This Change Order (#3) for \$6,000 will be reimbursable. The funding source will be unassigned general fund balance and will be reimbursed once grant funding is received.
3. Community Development Block Grant-Disaster Recovery (Galveston County) – Frenchman's Creek Acquisition and Relocation Services Contract, \$1,030,000. Advance funding in the amount of \$1,030,000 was appropriated from unassigned general fund balance on the June 6, 2022, BA IX. After consulting with Bond Counsel, it was determined a more suitable funding source to be Drainage Bond funds. This entry is to change the advanced funding source. The Community

Development Block Grant will reimburse the City for the acquisition of Frenchman's Creek building #5, at which time the advanced funding from Drainage Bond funds will be reimbursed.

4. City Secretary's Office/Information Technology – Laserfiche, \$162,000. Appropriate funds for the implementation of Laserfiche, an electronic content management solution. The expansion of Laserfiche will allow departments to utilize intelligent content capture, securely store and manage digital records, and improve workflow with all-electronic process automation between departments which will enhance City services. The funding source will be split 60/40 between unassigned General Fund balance and Water & Sewer working capital.
5. Parks & Recreation – Donation for Park Bench, \$1,265. Appropriate donation received from All-Star Revolutions LLC. The donation will go towards the purchase of a dedicated park bench at Lake Friendswood. Funds will be appropriated to the Parks and Recreation Department's, Parks division, operating equipment budget.
6. Fire Marshal's Office – Emergency Fuel Trailer, \$6,675. Transfer funding from the Police, Public Works, and Parks & Recreation departments to the Fire Marshal's Office for the joint purchase of an emergency fuel trailer. The total cost of the asset is \$11,675 and will be utilized by multiple departments during emergency incidents. The Fire Marshal's Office is contributing \$5,000. The other participating departments will contribute \$2,225 each.
7. Police Department – Rad Program, \$375. Appropriate funds donated to the Police Department Rape Aggression Defense (R.A.D.) Program. Donations were received from the citizens participating in the R.A.D. classes. Funds will be appropriated to the Police Department Patrol division for R.A.D. operating equipment related to R.A.D. program expenses.
8. Public Works – Recycled Sign Materials, \$1,566. Appropriate funds received from recycled sign materials. The appropriation will be recorded in the Public Works Streets division to help offset increase cost of sign making supplies.
9. Parks & Recreation, Facilities – Repair & Repaint City Buildings, \$64,000.* Appropriate funds to repair and repaint four City buildings. A facility evaluation was recently completed by a third party and revealed some concerns with the exterior façade conditions at the Activity Building, Animal Control Building, Jones Hangar and Stevenson Splash Pad Restroom and Pool Pump House. Repairing the stucco and repainting the facilities will prevent water, moisture, and insect infiltration. The funding source will be unassigned general fund balance.
10. 1Parks & Recreation, Facilities – Smart Thermostats and Control Software, \$4,000.* The City recently completed an ASHRAE Level 2 Energy Audit with Energy for Purpose (EFP). The study revealed several basic steps to move the City towards an energy efficient facility operation plan and environmental sustainability. EFP advised City staff could replace 9 thermostats with smart, WIFI enabled thermostats and leverage thermostat software to consolidate scheduling, utilize zoning, and modify set points. By exchanging the thermostats, EFP estimates we would save approximately \$16,000 annually. The funding source will be unassigned general fund balance.

11. Public Works/Information Technology – Supervisory Control and Data Acquisition (SCADA) Server Replacement, \$35,000.* Appropriate funds to replace the SCADA server. The current SCADA server is past the best practices replacement schedule guidelines. The current operating system is Microsoft Server 2012 and has an end-of-life support date of October 2023. While the OS is still supported by MS, the hardware is outdated and needs to be upgraded. The replacement is urgent so that we have redundancy to the server with the appropriate hardware in the server. Without the SCADA server, alerts would not be available to notify public works of an issue arising. Current services are restricted and dependent on a vendor's response. This upgrade would allow for more in-house support to the system. The funding source will be Water & Sewer working capital.
12. Fire Marshal's Office – Generator Monitoring System, \$25,000.* Appropriate funds for a generator monitoring system. This system will allow for mobile and desktop monitoring of generators. The remote monitoring capability allow emergency services staff to view generator vitals, status, create custom reports, schedule maintenance and testing, and provide visibility to multiple authorized users. During power outages, the system will notify staff if the generators are functioning properly, essentially improving our emergency response process. This proposal is for monitoring at City Hall, Friendswood Library, and Activity Center. The funding source will be unassigned general fund balance.
13. Parks & Recreation – Towable 25kva Generator, \$28,000.* Appropriate funds for a towable generator. The City currently rents generators for various events and emergency repair projects. Purchasing a generator would put the City in a self-sustaining position and would increase reliability in responding to planned and emergency events. The generator is portable and can be used as a backup to critical path generators during storm events as well. The funding source will be unassigned general fund balance.
14. Parks & Recreation – Security for July 4th Event, \$6,500. Appropriate funds for additional contract security during the July 4th event. The funding source will be unassigned general fund balance.

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to approve the first and final reading of Ordinance No. 2022-16, related to Item 10.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND

ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022, BY APPROVING "BUDGET AMENDMENT X" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

11. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to approve the Consent Agenda, Items 11.A through 11.H. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

- A. Consider the second and final reading of an ordinance amending Chapter 82 "Traffic and Vehicles," Article I "In General," Section 82-1 "Unreasonable acceleration" of the Friendswood City Code to add an offense for unreasonable acceleration.**

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 82-1 "UNREASONABLE ACCELERATION" OF THE FRIENDSWOOD CITY CODE TO PROHIBIT UNREASONABLE ACCELERATION ON THE HIGHWAYS, STREETS AND ROADS WITHIN THE CORPORATE CITY LIMITS OF FRIENDSWOOD; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

- B. Consider an ordinance amending Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers," consistent with Section 614.015 of the Texas Government Code.**
- C. Consider a resolution registering the City of Friendswood's support of the Texas Department of Transportation's construction of Segments A and B of Texas State Highway 99, located in Galveston and Brazoria Counties, Texas.**

RESOLUTION NO. R2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REGISTERING ITS SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S CONSTRUCTION OF TEXAS STATE HIGHWAY 99 (SH99) (GRAND PARKWAY) SEGMENTS A AND BIN GALVESTON AND BRAZORIA COUNTIES, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE.

D. Consider approving a School Zone Agreement with Friendswood Independent School District.

This item will allow Council to approve a School Zone Agreement (the "Agreement") with Friendswood Independent School District ("FISD") for increased patrols within school zones located in the City during the 2022-23 school year. Pursuant to the Agreement, the City will provide five (5) police officers to staff school zones during the morning and afternoon school zone times; provided that such officers are not assigned elsewhere in the City due to an emergency, a shortage of officers or another reason determined in the Chief's sole discretion. FISD will pay for school zone coverage based upon the actual number of student school days.

E. Consider accepting the Challenge Elite Sports - Beamer Water Line Extension Project and initiating the contractor's one-year maintenance period.

This item accepts the Challenge Elite Sports - Beamer Water Line Extension Project (the "Project") and initiates the one-year maintenance period. Friendswood Investment LLC c/o David Mai (the "Contractor") tendered a cash bond, in lieu of a maintenance bond, in the amount of \$63,559, which is the full project cost. The maintenance bond period will be from July 11, 2022 through July 11, 2023.

F. Consider accepting the May 2022 tax report.

G. Consider approving the minutes of the City Council Regular Meeting held on May 2, 2022.

H. Consider approving the minutes of the City Council Special Meeting held on May 18, 2022.

12. EXECUTIVE SESSION

A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding City of Friendswood v. Tostado, in the Court of Appeals of Texas, Houston (1st Dist.); Cause No. 01-20-00398-CV.

B. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of City of Long Beach, et al, v. Monsanto Company, et al., in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS.

C. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement

of In re Capacitors Antitrust Litigation, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD.

D. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Litigation B&R Supermarket, Inc., et al. v. Visa Inc., et al., in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738.

At 7:54 P.M. Mayor Foreman recessed and convened into an executive session pursuant to Texas Government Code, 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding the following:

- City of Friendswood v. Tostado, in the Court of Appeals of Texas, Houston (1st Dist.);
- Class Action Settlement of City of Long Beach, et al, v. Monsanto Company, et al., in the U.S. District Court, Central District of California - Western District;
- Class Action Settlement of In re Capacitors Antitrust Litigation, in the United States District Court, Northern District of California; and
- Class Action Litigation B&R Supermarket, Inc., et al. v. Visa Inc., et al., in the U.S. District Court, Eastern Division of New York.

At 8:10 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

13. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

A. Consider a resolution approving a notice of intention to opt out of the Class Action Settlement of City of Long Beach, et al, v. Monsanto Company, et al., in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS and directing the City Attorney to file the same with the Class Action Settlement Administrator.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Resolution No. R2022-19, related to Item 13.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022- 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A NOTICE OF INTENTION TO OPT OUT OF THE CLASS ACTION SETTLEMENT IN CITY OF LONG BEACH, ET AL, V. MONSANTO

COMPANY, ET AL., IN THE U.S. DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA - WESTERN DISTRICT; CAUSE NO. 2:16-CV-03493-FMO-AS; DIRECTING THE CITY ATTORNEY TO FILE SUCH NOTICE WITH THE CLASS ACTION SETTLEMENT ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider a resolution approving a notice of intention to opt out of the Class Action Settlement of In re Capacitors Antitrust Litigation, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD and directing the City Attorney to file the same with the Class Action Settlement Administrator.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to approve Resolution No. R2022-20, related to Item 12.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022- 20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A NOTICE OF INTENTION TO OPT OUT OF THE CLASS ACTION SETTLEMENT IN RE CAPACITORS ANTITRUST LITIGATION, IN THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA; CASE NOS.: 17-MD-02801-JD, 14-CV-03264-JD; DIRECTING THE CITY ATTORNEY TO FILE SUCH NOTICE WITH THE CLASS ACTION SETTLEMENT ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Consider a resolution approving a notice of intention to opt out of the Class Action Litigation B&R Supermarket, Inc., et al. v. Visa Inc., et al., in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738 and directing the City Attorney to file the same with the Class Action Settlement Administrator.

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to approve Resolution No. R2022-21, related to Item 12.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022- 21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A NOTICE OF INTENTION TO OPT OUT OF THE CLASS ACTION SETTLEMENT IN RE CAPACITORS ANTITRUST LITIGATION, IN THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA; CASE NOS.: 17-MD-02801-JD, 14-CV-03264-JD; DIRECTING THE CITY ATTORNEY TO FILE SUCH NOTICE WITH THE CLASS ACTION SETTLEMENT ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

14. ADJOURNMENT

A motion was made by Councilmember Griffon and seconded by Councilmember Scott to adjourn the meeting. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

Mayor Foreman adjourned the July 11, 2022, City Council Regular Meeting at 8:15 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 12, 2022

Date submitted: 08/15/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on August 1, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on August 1, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 08 01 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
AUGUST 1, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, AUGUST 1, 2022, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
John Scott	Councilmember
Brent Erenwert	Mayor Pro Tem
 Mike Foreman	 Mayor
 Morad Kabiri	 City Manager
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:00 p.m.; all members were present.

2. INVOCATION

The invocation was led by Minister Mike Ross, Friendswood Church of Christ.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Griffon stated that he attended the Galveston County Drainage District meeting last week and wanted to share pictures of a unique and novel idea that they were doing by repurposing 9-foot railroad cars and using them as bridges over Mary's Creek. Councilmember Griffon showed pictures of two examples of the bridges and gave an overview of their placement and locations. He also noted that there was an item on the agenda to consider placing a discussion item on a future agenda regarding household exemptions and was disappointed that it was voted down and will not be discussed.

Councilmember Rockey announced that on Saturday, August 20, 2022, at 2:00 p.m., the Library will be holding a Local Authors Panel composed of five local authors and invited everyone to attend.

Councilmember Branson stated that the Friends of the Friendswood Historical Society has trained ten new docents and are working towards opening the museums which had been closed because of COVID. She also noted that H-GAC now has a full slate of officers of which she serves as President, and they will be getting to work on ways to best serve the community.

Councilmember Hanks commended the Library Board Town Hall meeting that was held at the Library last month and noted that it was very well coordinated.

5. PUBLIC COMMUNICATIONS

Minister Mike Ross requested to speak before the council to extend his gratitude to City Manager Morad Kabiri for his leadership, to the staff for all their hard work throughout the city, and to the members of the City Council for their service to the community.

Mr. David Allen requested to speak before the council regarding his concerns of voter fraud at the federal level and encouraged everyone to be educated and informed of the challenges of the election drop boxes. Mr. Allen submitted a video called 2000 Mules for each councilmember.

Mr. Don Johnson requested to speak before the council and gave an overview of the work and services of the Galveston County Subsidence District on which he serves as a member. Mr. Johnson handed out an information sheet that charted water usage throughout the area and noted that should the Council desire a presentation on this information, he was willing to come in and provide that at a later date.

Mr. Jason Cantrell requested to speak before the council and stated that he is a resident in the Annalea Subdivision, and he is an ex-history teacher at the high school and college level. He stated that since he purchased his home, the appraised value has gone up significantly which has increased his taxes. He noted that he believed in limited government and recommended that the City consider cuts to services before increasing taxes.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Community and Economic Development Committee's Annual Report.

Mayor Foreman stated that the committee's annual report was included in the agenda packet as backup information and asked the Council if they had any questions for staff on this item. There were no questions.

7. WORK SESSION TOPICS

A. Receive and discuss an update regarding the City of Friendswood's capital improvement projects.

City Engineer Jil Arias presented the item and stated that he would be giving an update on the City's capital improvement projects (CIP). Mr. Arias report was the following:

Fire Station #2 Reconstruction:

Construction is ongoing. Last week, the slab was poured for the building and if everything goes well, within the next few weeks, the vertical construction will begin. Mr. Arias stated that the re-engineered metal building is in the process of being delivered and staff is anticipating a completion date for this project of July 20, 2023.

Public Safety Building Expansion:

The exterior framing for the expansion and the renovation around the courtroom is ongoing. The men's and women's restrooms are being built in front of the courtroom where there are none presently. Mr. Arias noted that this project is moving a little quicker than the Fire Station and is set for a completion in March 2023.

Blackhawk Facility Renovation and Shelter:

The construction plans have been delivered and are currently under staff review. Once the review is complete, the project will be put out for bid. Mr. Arias noted that the targeted date of completion is June 2023.

2022 Street Maintenance Program:

The concrete portion of this year's program has been completed and asphalt streets have been started. At this time, Murphy Lane is being worked on and will be followed by some combination of Garden Drive and Storage Drive, and then finally, Carriage Creek.

Blackhawk Boulevard - Phase II-B:

This \$2.4-million-dollar project is being done in partnership with Harris County, Precinct 2, and the City. Currently, the interlocal agreement for the cost sharing of this project is in the Harris County Legal Department, and as soon as its ready, staff will be bringing it forth for Council approval.

FDEDC FM 518 Illumination Project:

This item is on the agenda for Council to authorize the funds to be expended on this project. There is a bit of a lead time on materials with includes the poles of about five to six months. In the meantime, staff is working with the contractor to review the submittals and making sure that all the materials and supplies that are being purchased are correct. Mr. Arias noted that due the number of large trees at the Friends Church, none of the lights will be installed on this site; however, staff is looking at various alternative options to keep the beautiful trees and provide some lighting in that area.

TxDOT Projects:

The Curb and Ramp Project Downtown is ongoing and is getting close to completion, even though they are also dealing with supply chain issues for the traffic control cabinets that house all the equipment that energize the traffic signals. Even with the delays, staff anticipates that the project will be completed in the next few months.

Mr. Arias stated that the staff met with TxDOT in regard to the Council's requested improvements at the intersection of FM 528 and FM 518. He noted that staff presented TxDOT with a citywide traffic study to look at just that intersection plus two other intersections, the intersection at Winding Way and at Sunset, along with some recommended traffic mitigation options. Altogether, it's about a \$12.8-million-dollar package and that they will review and consider.

Councilmember Rockey asked for an update to the faded street signs on FM 2351 and a couple of other TxDOT controlled roads. Mr. Arias noted that staff had spoken to TxDOT about that issue and the new signs have arrived. TxDOT staff will be replacing those in the near future.

Councilmember Branson inquired as to the reason that there is not a traffic signal on FM 518 when turning into Centennial Park. Mr. Kabiri noted a joint traffic study was conducted for this issue back in 2010 and the results were that a signal could be warranted at this point, but also noted that a traffic signal was also warranted at West Boulevard, and one already existed at Eagle Lake Drive so due to the proximity to those signals, TxDOT felt that it wasn't a good idea to have three consecutive signals that's closely spaced.

Mayor Foreman thanked Mr. Arias for the report.

8. MUNICIPAL BUDGET FOR FISCAL YEAR 2022-23

A. Receive and discuss a presentation regarding the City of Friendswood Proposed FY2022- 23 Municipal Budget.

Director of Administrative Services Katina Hampton presented the item and stated the City's FY2022-23 proposed budget was delivered to the City Council in compliance with the City Charter by August 1st. Ms. Hampton noted that she would be going over the budget but cautioned that there could still be changes right up to the time of its adoption.

Ms. Hampton noted that the main key budget drivers are the following:

- Economic State & Inflation
- Debt Service Obligation
- Bond Project Impacts
- Operational Costs
- Personnel Costs
- Deferred Maintenance
- Grant Project Impacts and
- Insurance Costs.

Ms. Hampton noted that the budget was put together with the intent of either keeping with current service levels or enhancing them if possible. The total proposed revenues are an estimated \$117 million with the largest portion being planned or budgeted uses fund balance and retained earnings in several funds. There is another \$31 million or so that is in taxes and includes property taxes, sales tax, and franchise taxes. The remaining 16% relates to charges for services in both the General Fund and Water and Sewer Fund, such as utility fees for water and sewer services, as well as some Parks and Recreation fees. The remaining 13% is made up of various other revenue sources, such as intergovernmental revenue as well as interest earnings and miscellaneous licenses and permits.

Ms. Hampton noted that the proposed total expenditures for all funds are \$114.2 million with the largest portion of our expenditures being related to capital improvements and the remaining expenditures being in other various categories; such as, facilities, vehicle replacements, etc.

In looking at the General Fund only, which is the main operating fund for the city, the proposed revenues are at \$34.8 million, which is up about \$1.8 million from the current year's budget, about 83% of that is related to taxes, again property taxes, sales taxes, and franchise taxes. Ms. Hampton stated that the Council should keep in mind that the half-cent sales tax related to street improvements and economic development is recorded in separate funds and are not included in the general fund. The remaining 17%, as I previously mentioned, is made up of other revenue sources, such as intergovernmental revenues or grant funds, the FSID contract for school resource officers in school zones, some building permit fees and fines and/or fees related to the Municipal Court and Parks and Recreation.

Ms. Hampton stated that the proposed budget has five hundred thousand dollars for use of our fund balance above the 90-day reserve and keeping in mind that the City is waiting for reimbursements from different grant agencies for hazard mitigation programs in an estimated amount of about seven hundred thousand dollars. So, in a nutshell, the City is spending into its 90-day reserve to include this in the proposed budget.

Staff developed the proposed budget using the City's current tax rate of 48.73 cents. Ms. Hampton noted that after this presentation was completed, the staff received its certified tax rates from the Galveston County Tax Office, so the budget was developed using the current tax rate of 48.73 cents, since then the City's no-new-revenue rate was certified at 45.74 cents; however, even with the current tax rate being about 3 cents above the City's no-new-revenue rate, it is still well below the voter-approved rate of about 58.7 cents. She further noted that the City has about \$4.6 billion in net taxable value, an amount that is inclusive of (1) \$54 million in new construction values, (2) City offered exemptions and (3) over 65 freeze ceilings values in an estimated amount of a little over \$900 million.

Ms. Hampton further stated that the City's tax rate estimates at certification were over \$200 million in properties that are still under protest; however, the staff anticipates that about 80% will be added to the tax rolls based on passed decisions. She noted that the tax rate of 48.73 cents would allow the City to bring in about \$4.5 million to cover its debt service obligations, which said debt being less than what was projected in the bond election. So, even though it's less, there is still an estimated \$1.3 million increase in the City's overall debt service obligations related to the previous bond issuance since 2019.

Ms. Hampton stated that she wanted to follow-up on some of Council's questions from previous meetings.

Councilmember Branson asked about the half-cent sales tax or half-cent sales tax reduction on the tax rate. The City does allow and opted in quite a few years ago to have a portion of its sales tax offset its property tax, which reduces its voter-approved rate by about seven cents. Therefore, the voter approved rate is about 58 cents. If the City did not have that half-cent sales tax option declared, the voter-approved rate would be seven cents higher so the City could actually go up to as high as 64 cents on the voter-approved rate.

Councilmember Hanks asked that staff breakdown between commercial and non-commercial or commercial versus residential property tax valuations, and the City is at about 84% residential and about 16% non-residential or commercial properties.

Councilmember Scott asked for a comparison of the City's tax bills related to the no-new-revenue rate versus the current tax rate or what was used to build the budget based on. She noted that for a property

valued at \$435,000, which is the average home value in Friendswood, and included the 20% homestead exemption, the current year tax bill for that home would be roughly \$1,696 a year. With the proposed no-new-revenue rate and projections related to the increases in property value, worst-case scenario, including the 10%, increased capped on residential properties and using the 20% homestead exemption, the value of that home would go up to an estimated \$479,000 with a tax bill of roughly about \$1,751 or a \$55 increase a year. Mr. Kabiri noted that the data has changed from the last council meeting based on the numbers from the appraisal districts.

Councilmember Scott noted that at the last meeting the projections showed that the proposed rate would be an increase of about \$40. He also noted that in the last meeting, it was shown that the City had increased over a five-year period, the total of about \$285 per resident, and the proposed increase will increase the bill by \$150 in one year, which is not something he could support. Over five years, we increased by \$285, and in one year, by holding the flat rate tax, the City will increase the tax bill by \$150.

Councilmember Scott asked what was the tax revenue increase for last year? Mr. Kabiri responded that last year the tax revenue was increase inclusive of new construction by 7% and this year, inclusive of new construction the proposed budget would have a 6.45% increase in tax revenues. Mr. Kabiri noted that the proposed increase in necessary to cover the costs associated with the increases seen in the last year in the City's expenses including an estimated \$1.4 million increase in contract services, an estimated \$1.3 million increase in ongoing voter approved construction over the last three years and a number of deferred maintenance items; such as the Public Safety Building roof, the Activity Building roof, the Centennial Park wall erected between the Lakes of Falcon Ridge and the park, among other items.

Councilmember Hanks asked for staff to identify how much of the \$155 increase is due to voter approved bonds. Mr. Kabiri responded that the City's dept service rate dropped this year from 10 cents to 9.8 cents per \$100, but that was due primarily to an increase in appraisals. He noted that the staff would have that information at the next council meeting.

Councilmember Scott asked what is the value of a penny in the budget? Ms. Hampton stated that one penny is about \$475.

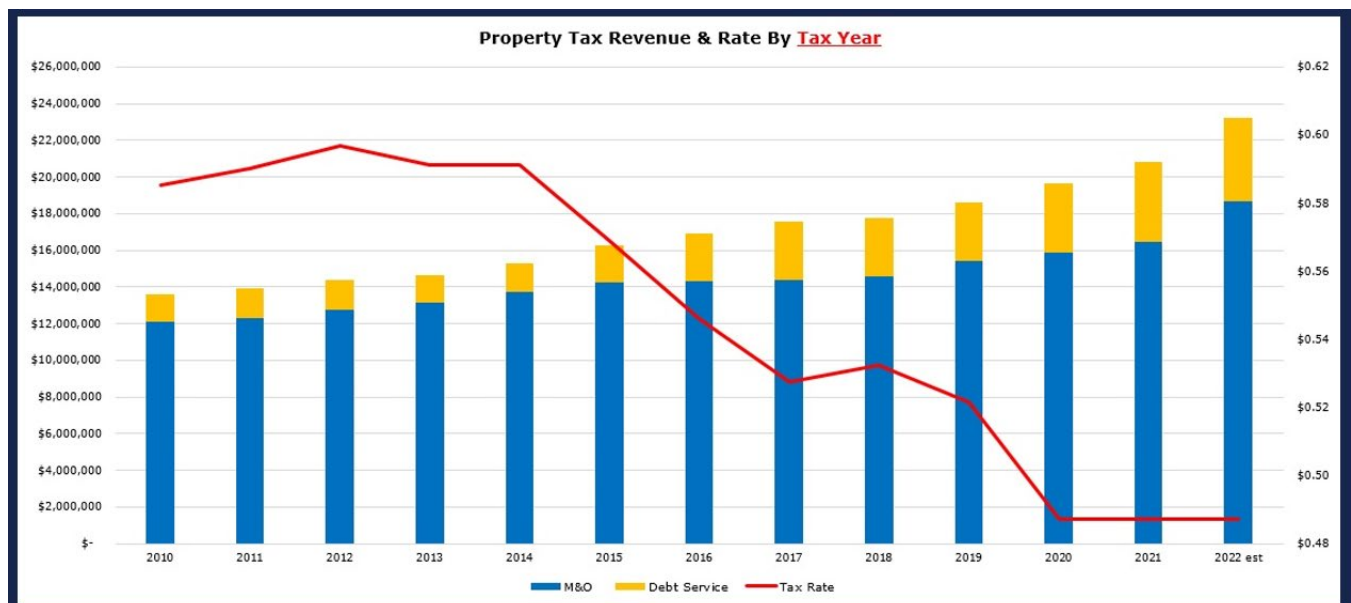
Councilmember Griffon noted that in just looking at the no-new-net revenue, the City's no-new-net revenue last year was 45 cents, and it seems it was actually less than that at 44 cents, so he was a little bit surprised to see that it stayed 45 cents. He further noted that his biggest concern was that the City was raising taxes above the no-new-net revenue higher than any time in the history of Friendswood, which seemed to be the case if calculations were based just on the 45 cents, but that isn't the case, the City is raising taxes above the no-new-net revenue rate at what was done the last time, about six or seven percent. Mr. Kabiri stated that in the FY21, the City did the no-new-revenue rate, and at the same time, the City saw an increase in the City's debt service, and after having forwent that tax increase in 2020, the City found itself in a position of having to squeeze operations and maintenance in order to cover that increase in debt service.

Councilmember Griffon commented that last September, the Council had managed to fund everything on the Staff's wish list. Mr. Kabiri noted that the items funded in that last budget were not wish list items but were contracts in place to provide services that the voters said they wanted, plus a couple of decision packages, i.e., unfunded forces at work. He further noted that some of the items in this year's budget are costs that the City incurred from its existing contractual agreements and deferred maintenance items, such as, the Volunteer Fire Department contract that has increased by \$253,000 and the mowing service contract that has gone up by \$389,000.

The Council discussed the budget cuts that were made in 2020 when the Council forwent the tax increase, specifically, the elimination of two full time equivalent employees, one in the Economic Development Department's one, which amounted in a budget cut of \$185,000. Mr. Kabiri noted that while the EDC staff was eliminated, the duties were integrated into other job duties for existing members of the City Manager's Office.

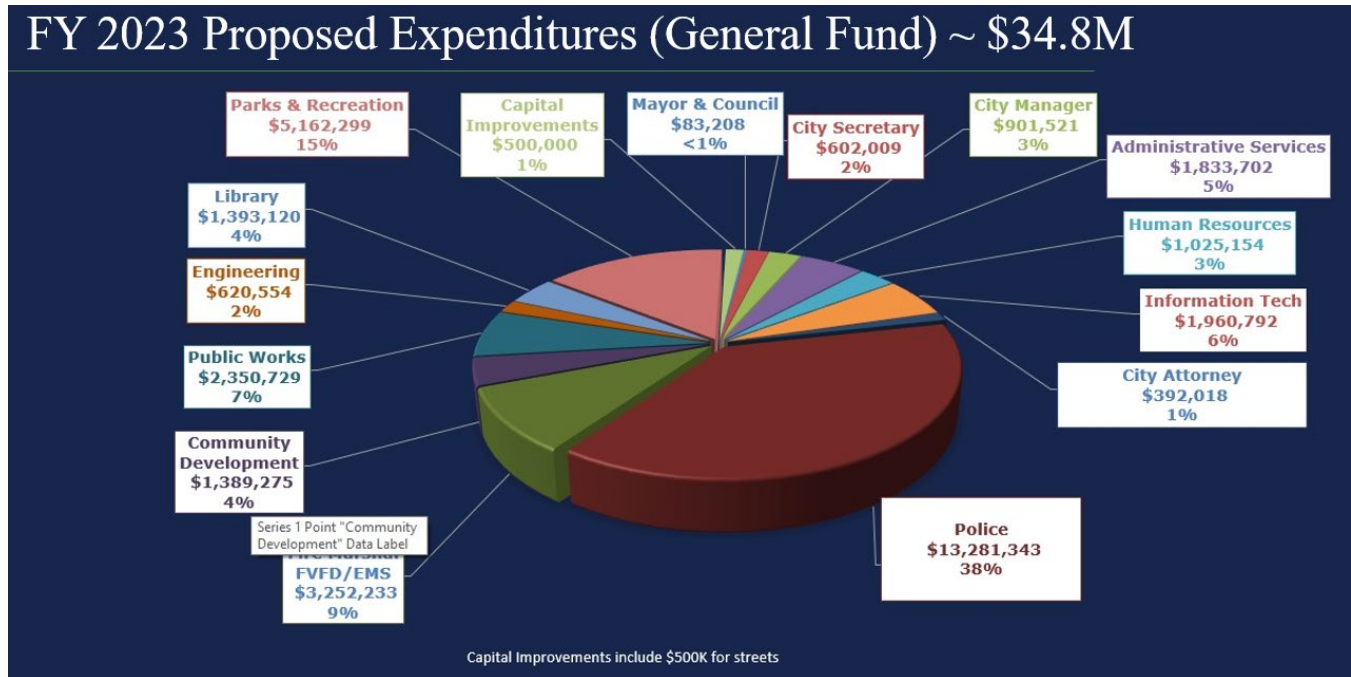
Councilmember Griffon noted that it was hard to say the City's rolls were certified, when there are an estimated \$300 million dollars' worth of protested tax still pending. Mr. Kabiri stated that at this time, the City only has certified values from Galveston County as Harris County, due to its population is not obligated to give certified values until the end of August, so the numbers in the proposed budget may still change a bit.

Ms. Hampton showed a slide detailing the City's property tax revenue versus the rates adopted each year and noted that there is an inverse relationship of the tax rate which has been decreasing from 2010. The City at that time had a tax rate of a little less than 59 cents which has decreased down to what is being proposed in the budget of a little under 49 cents. Ms. Hampton further noted that this trend is in big part to the increase in values, which we have seen go from \$2.4 billion back in 2010 to \$4.6 billion now.



Councilmember Hanks stated that this slide showed really good money management, fiduciary responsibility and a healthy community that is growing financially sound.

Ms. Hampton noted that the next slide showed the City's proposed expenditures in the General Fund at \$34.8 million, which is down from \$33.1 million in the current fiscal year budget. She noted that the proposed budget is a balance budget, and it includes \$500,000 for street repairs in the Capital Improvement budget.



Mr. Kabiri noted that the two largest pieces of the pie, about 47% of the budget, is for the City's Public Safety that is composed of the Police and Fire Departments and the Fire Marshal's Office. The remaining amount is used for the City's other core services; i.e., maintaining the streets, being able to flush the toilets, and turning on the water faucets, clean water, etc. Mr. Kabiri stated that because of the City's fiscal conservatism, its operations have been impacted over the last 15 years and in squeezing the operations and maintenance to do more with less, the City now has the lowest staffing ratio of any Houston Metro Area City, and while staff is not recommending increasing the staffing levels or compensation packages to compare to these other cities, it is important, he noted, to care for City employees in order to make sure the City remains as lean and mean as possible.

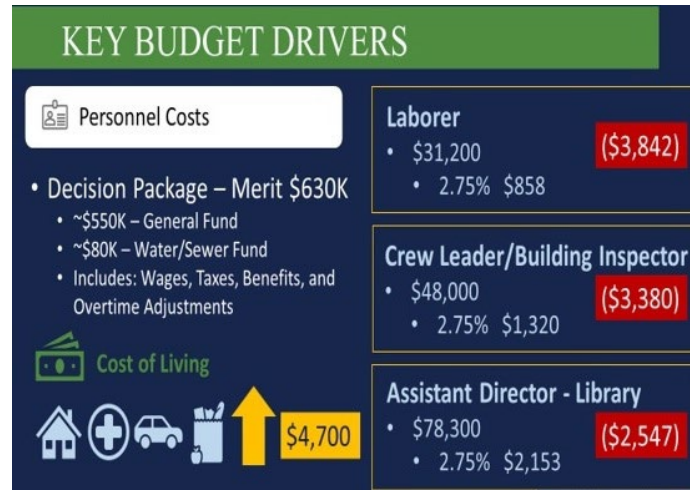
Ms. Hampton stated that the next slide showed the City's forces at work and decision package items identified by the departments that have been included in the proposed budget in the total amount of a little under \$1.6.

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OTHER FUNDING SOURCES	NET TOTAL
City Wide	Health Insurance Increase 3%; Dental 9.5%		\$50,513	\$50,513		\$50,513
City Wide	Windstorm Insurance Increase 30%		\$38,400	\$38,400		\$38,400
City Wide	Texas Municipal League Intergovernmental Risk Pool		\$63,438	\$63,438		\$63,438
IT	Executime Time Clock Replacement	\$26,340	\$2,634	\$28,974	\$26,340	\$2,634
FVFD	Fire Services Contract Increase		\$85,335	\$85,335		\$85,335
EMS	EMS Services Contract Increase		\$158,192	\$158,192	\$100,000	\$58,192
PD_Comm	Siren Maintenance		\$7,000	\$7,000		\$7,000
PD_CID	Flock Safety License Plate Reader Fees		\$50,000	\$50,000		\$50,000
PR_Parks	Mowing Contract Increase for Forest Bend Detention Basin		\$35,000	\$35,000		\$35,000
ENG_CIP	Publications for Projects	\$41,000		\$41,000		\$41,000
P&R_Fac	Janitorial Increase 25%		\$54,600	\$54,600		\$54,600
P&R_Fac	(Placeholder) Landscaping Contract		\$388,000	\$388,000		\$388,000
PD_Comm	Communications Operator (+1 FTE)	\$975	\$90,539	\$91,514		\$91,514
CDD	GIS Technician	\$3,250	\$84,987	\$88,237		\$88,237
Citywide	Merit 2.75%		\$551,794	\$551,794		\$551,794
TOTAL FORCES AT WORK & DECISION PACKAGE		\$71,565	\$1,611,783	\$1,683,348	\$126,340	\$1,557,008

Ms. Hampton presented a slide the personnel costs increase related to the proposed employee merit that is included in the FY2022-23 budget. There is a total amount of \$630,000 for employee merit raises that includes taxes and related benefits; of that amount \$550,000 is in the General Fund and \$80,000 is supported by the Water and Sewer Fund supported. Ms. Hampton stated that she wanted to reiterate how much of a need there is for employee merit raises and how much the staff really does appreciate them. Ms. Hampton showed an FY23 compensation increases comparison with comparable cities as follows:

FY23 COMPENSATION INCREASES COMPARISON		
CITY	CIVILIAN STAFF	PUBLIC SAFETY STAFF
Friendswood	2.75% Merit No COLA	2.75% Merit No COLA
Pearland	5.5% (COLA + Step Increases)	6.5% (COLA + Step Increase per CBA)
League City	5% (3% COLA + 2% merit)	3% COLA Step Increase (per CBA)
Alvin	5% - 7% (3% COLA + 2% merit) (+ 2% merit, if applicable)	Step Increase (per CBA)

Ms. Hampton stated that even with the 2.75% merit raise, the staff is still having a deficit when looking at the rising cost of living. Ms. Hampton showed examples of what a merit raise would do to help them pay for their personal expenditures, home, fuel, etc.



Councilmember Branson stated that she appreciated the chart because it really helps them understand the real impact of these merit raises to staff's ability to pay for their homes, vehicles, and ability to eat.

Mr. Kabiri stated that as previously noted, that the City has the lowest staffing ratio, and in addition to that, is the only city in the immediate area that is only doing merit and is not providing a cost-of-living adjustment (COLA). Mr. Kabiri further noted that the neighboring cities are not only doing a COLA, which is an increase to salaries without any merit-based system, they're also giving step increases based upon a pre-described collective bargaining agreement, which is not necessarily applicable to Friendswood as it is not a civil service city, but they're also getting merit and COLA on top of the step increases. Mr. Kabiri noted that the only way the City is able to continue to have quality employees and do more with less is to provide a merit pool, so that there's an incentive for them to work harder and to do more with less.

Mayor Foreman asked what is the factor that 2.75 is multiplied against, is that the salary as it increases over time? Mr. Kabiri responded that the City's system has a ratio or scale of 1 to 5, and an employee gets evaluated on that rate with 1 being poor and 5 being exceeding expectations or outstanding. An employee that receives a 3 means that they meet the job requirements, and they don't get a raise, but if they get above a 3 up to a 5, then they are able to get anywhere from, a 2.75% increase up to about a 4% raise.

In response to questions from Councilmember Griffon on the merit raise system, Mr. Kabiri noted that the merit pay is multiplied against their existing base salary and those that receive a 3 or less, do not get anything. Councilmember Scott noted that the amount in the budget going to merit is an average because the raises could be as high as 4 and as low as 2.75, depending on the employee.

Mayor Pro Tem Erenwert asked how the City compared to the others noted in the chart who were offering COLA and merit, and if it was in a good place in order to not lose good employees to other cities or to the private sector. Mr. Kabiri stated that in the last three months, the City has lost an IT employee making \$75,000 a year as a Network Administrator to Axiom as an entry-level analyst making \$127,000 a year,

which is more than our IT Director. The City has also lost a number of Public Works employees making \$35,000 a year to drive commercial vehicles with their CDL licenses making close to \$90,000 a year. Mr. Kabiri stated that he did not fault the employees for doing what they need to do in order to provide for themselves and their family, but one of the beauties of Friendswood is its work culture. He noted that Friendswood has long tenure-ship amongst the employees because they are treated well and with respect. However, if the City doesn't provide merit, it will begin to see a degradation of the quality of employees. Councilmember Erenwert stated that he appreciated the information and wanted to make sure that the City has good benefits and compensation to keep the City's quality staff.

Councilmember Rockey inquired as to how full-time employees are calculated. Ms. Hampton responded that full-time equivalents to 2,080 work hours per year. As it related to part-time employees, which are found in several departments like Parks and Recreation have, during the summer and the deputy city attorneys in the Municipal Court. Ms. Hampton noted that as it related to the deputy city attorneys, of which there are three noted on file, they have a pool of hours, and they are averaging about 125 hours per year, per employee. Councilmember Rockey then asked if each deputy city attorney worked 600-some odd hours a year? Ms. Hampton responded that the deputy city attorneys are budgeted to do between 130 and 150 hours and Finance divides that pool based on their salary and hours worked.

Councilmember Rockey asked if staff was proposing to add an administrative person to the Legal Department, so how is there 3.1 FTEs in this budget. Mr. Kabiri stated that staff didn't add an FTE to Legal, but instead moved one FTE from the City Secretary's Office that had previously been in the City Manager's Office, so the City Secretary's Office is not getting another person but is staying at four. Mr. Kabiri further noted that the delta between the 3.1 and the 2.0 are the prosecutors that operate in the Municipal Court that are used to cover the trials on Wednesday afternoons. Mr. Kabiri noted that the three part-time attorneys, they have their own private businesses and work for the City on a part-time basis.

Councilmember Rockey stated that it seemed a little high to estimate that those three prosecutors would work slightly over 2,080 hours a year. Mr. Kabiri responded that the time worked per year varies from year to year and is based a lot by their availability and court dockets, so this pool of funds is set aside to pay for those hours worked and any monies not used goes back into the fund balance. Ms. Hampton stated that the proposed budget has a total of 416 hours for the Deputy City Attorney pool.

Councilmember Rockey inquired that if the City Attorney works directly with the council, is it under council's purview to approve any additional staff to the Legal Department. Mr. Kabiri responded that if the FTE was being added into the overall budget, Council would have to approve it; however, this position was already in the budget and is just being reassigned from one department to another, so no council action is required. Mr. Kabiri further stated that while the City Attorney works for the City Council, per the Charter all other employees work for the City Manager; therefore, the movement of existing FTEs can be done at the City Manager's discretion provided there is existing funding in the budget.

Councilmember Griffon asked if it was necessary to reclassify the City Attorney as she was moved from one general ledger column area and moved somewhere else, was a whole different department created. Mr. Kabiri responded that the City Attorney had previously been included in the Mayor and Council's

Budget Department from a budgetary standpoint. The City Attorney line items were removed from the Mayor and Council's budget and put into its own Department budget to allow for clarity in the accountability.

Councilmember Griffon asked if the same had been done to the City Secretary by placing her under the Municipal Clerk budget. City Secretary Brysch stated that at her request, Finance collapsed the three different division budgets in the City Secretary's Office into one to allow for concise budget. She noted that her budget was so small, it wasn't necessary to break it into multiple divisions.

Councilmember Scott noted that of the proposed \$1.557 million dollars in decision packages, \$388,000 of those dollars are for landscaping. Mr. Kabiri stated that this item was approved a few meetings ago and it was decided to move forward with the contract instead of scaling back on some of the landscaping services as they were essential functions for the organization.

The Council discussed the landscaping contract, the services it encompassed, and Councilmember Scott asked that the contract be rebid. Mr. Kabiri stated that as the City had just entered into the landscaping services contract, he would check with the City Attorney what options, if any, were available on this item.

Mr. Kabiri noted that the Council can always look at reducing certain services or delay the start of upcoming projects to keep the City's costs down. Councilmember Branson stated that from her understanding the remaining monies for flood mitigation projects are those related to matching dollars for projects and noted that she would hate to turn down any partnerships that might be able to assist with projects related to the City's flooding issues. Mr. Kabiri stated that her assessment was correct and there were other issues that came into play in delaying projects such as an increase the costs of materials.

Ms. Hampton noted that the next couple of slides were related to the City's unfunded decision packages, with each item showing the tax rate equivalent for each. Councilmember Hanks stated that she was uncomfortable with having a police officer in the unfunded chart. Council discussed the need for the additional police officers and the overall goals and tasks of the Police Department and after brief deliberation directed Staff to find a way to fund the additional police officer FTE in the proposed budget without changing the proposed tax rate.

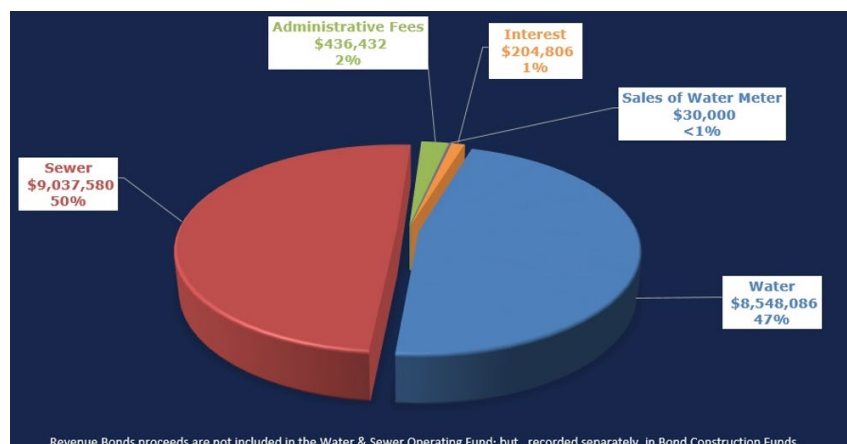
Mr. Kabiri gave the Council an overview of the last 11 years of the City's fund balance with the blue lines representing the revenue received, the red bar represents the expenditures made, the green line represents the 90-day reserve. Further the City's 90-day reserve changes to reflect 90 days of the City's operating budget so it changes from year to year. Lastly, the blue line represents the City's fund balance above the 90-day reserve that is often used to fund capital projects and deferred maintenance items. Mr. Kabiri noted that a comment was made that the City's fund balance grew in 2020, when the City did the no-new-revenue rate, which is true, however, the only reason it grew was because of the \$2 million infusion of COVID funds from the Federal Government that was given with no strings attached, so without that infusion of cash, the City would have been negative \$1 million in fund balance for that year.



Mr. Kabiri also noted that currently, the City is negative by \$229,000 in its 90-day reserve fund, which the City is required to have in accordance with the City's Financial Policy, and in order to have a good bond rating for future debt issuances.

Ms. Hampton then moved onto the Water and Sewer Fund and noted that nothing had changed since the last presentation with proposed revenues at \$18.2 million, 97% of that is coming from utility service fees and the remaining 3% in administrative fees for late or non-payments as well as interest earnings and some water meter charges.

Ms. Hampton stated that the proposed expenses in this fund total about \$16.4 million, the breakdown of said expenses being the following:



Ms. Hampton stated that she wanted to mention that the revenue bonds related to water and sewer projects are recorded in a separate construction fund and not included in the Water and Sewer operating fund. She also noted that the forces at work in this fund were included in the proposed budget totaling about just under \$690,000, and the decision packages funded in the budget for this fund totaled about \$530,000, for an estimated total of \$1.2 million. Ms. Hampton noted that the next steps in the budget process included the following key dates:

- ✓ 07/29/2022 - Proposed Budget Delivered
- ✓ 08/01/2022 - Budget Work Session
- ✓ 08/29/2022 - Proposed Budget Public Hearing
- ✓ 09/12/2022 - Public Hearing on Tax Rate
- ✓ 09/12/2022 - Budget & Tax Rate Adoption

Ms. Hampton stated that she appreciated the Council's input and guidance, and the Council voiced their gratitude to Ms. Hampton and her team for another outstanding budget document and process.

B. Consider setting the public hearing regarding the City of Friendswood FY2022-23 Municipal Budget for August 29, 2022, at 5:30 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

Councilmember Scott stepped out of the meeting at 7:30 p.m.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Erenwert to set the public hearing regarding the FY2022-23 Municipal Budget for August 29, 2022, at 5:30 p.m. in the Council Chamber. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, and Mayor Pro Tem Brent Erenwert.

Nays: Councilmember John Scott (not present for vote)

The item passed unanimously.

C. Receive the 2022 appraisal rolls certified by the Galveston Central Appraisal District and the Harris County Appraisal District, the anticipated collection rate and the excess debt collections certified by the City's tax collector, and the no-new-revenue and voter- approved tax rates.

Councilmember Scott returned to the meeting at 7:34 p.m.

Councilmember Griffon inquired if the City had the Harris County Appraisal District Certification. City Manager Morad Kabiri responded that the City has received the preliminary certified rolls and because of their population, they are not, by law, required to give their certified-certified values until later in the month.

Mr. Kabiri noted that this item is only accepting the values that have been provided by the appraisal districts and no formal action is required.

Mayor Foreman announced that the 2022 appraisal rolls had been received.

D. Consider approving the proposed ad valorem tax rate for 2022 (Fiscal Year October 1, 2022 - September 30, 2023).

City Manager Morad Kabiri presented the item and stated that a few years ago there was a question about the number of votes needed to raise the tax rate. He noted that it takes at least five votes to raise the tax rate, but that the vote for this item only required simple majority as it was approving whether or not there was support from the Council to approve a proposed tax rate of 48 cents at the September 12th Council meeting. If there isn't support for this tax rate, then between now and September, staff will bring back a revised budget to you all that meets the revenue requirement set.

Mayor Pro Tem Erenwert asked if there isn't support for the proposed tax, will it impact funding of the police officer discussed during the budget. Mr. Kabiri stated that if the council did not adopt the flat tax rate, it would be extremely difficult to fund our current service levels, let alone the addition of an FTE.

Mayor Foreman asked for a motion to approve the City of Friendswood proposed tax rate of 48.7314 cents per \$100 valuation. With this rate being effectively a 6.54% (or 2.99 cents) increase in the tax rate above the no new revenue rate of 45.7421 cents, and also being the same as the City's current tax rate.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks to approve the City of Friendswood proposed tax rate of 48.7314 cents per \$100 valuation as noted by the Mayor. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, and Mayor Pro Tem Brent Erenwert.

Nays: Councilmember John Scott

The item passed.

E. Consider setting the public hearing regarding the ad valorem tax rate for 2022 on September 12, 2022, at 6:00 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to set the ad valorem tax rate for 2023 on September 12, 2022, at 6:00 p.m. in the Council Chamber, City Hall. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

Mayor Foreman noted that following the September 12, 2022, public hearing, the vote adopting the tax rate for tax year 2023, will also take place.

9. CITY MANAGER'S REPORT

A. Receive an update on the Stevenson Park parking lot.

City Manager Morad Kabiri presented the item and stated that as discussed in the last city council meeting. The City is going to hold one of three town hall meetings in late September that will be held at the Library to take public input on the Stevenson Park parking lot. The remaining two meetings are scheduled for one in October, and one in November. The consultant, Halff Associates will be there with aerial photographs on easels throughout the room, they will give a short presentation and then will ask those in attendance to go around the room placing dots on maps as to what they would like to see, if anything, on the property. Mr. Kabiri further noted that in addition to the in-person meetings, there will be an online survey that will be kicked off in September to allow input from folks that may not be able to attend the town hall meeting. Mr. Kabiri welcomed all residents to use these opportunities to help shape the Stevenson Park entryway and parking lot plan.

B. Receive notice of the date of the September Regular Council Meeting, which has been rescheduled from Monday, September 5, 2022, to Monday, September 12, 2022, to accommodate the Labor Day Holiday.

City Manager Morad Kabiri presented the item and reminded the Council that due to the Labor Day Holiday, the City Council Regular Meeting for September has been rescheduled from Monday, September 5, 2022, to Monday, September 12, 2022. He noted that the time has yet to be set.

Mr. Kabiri also noted that the automated water meters are at 46% completion rate and while the user interface is not yet available, staff is able to collect data. Mr. Kabiri asked that anyone who has experienced any issues with the new water meter or if there was any resulting damage, broken pipes, etc., to please contact the Public Works Department so they can respond and assist in any way they can, whether it be the water meter itself or damage because of the installation of the water meter.

10. RECESS THE CITY COUNCIL MEETING

At 7:43 p.m., Mayor Foreman recessed the August 1, 2022, City Council Regular Meeting.

11. RECONVENE THE CITY COUNCIL MEETING

At 7:44 p.m., Mayor Foreman reconvened the August 1, 2022, City Council Regular Meeting.

12. BUSINESS ITEMS

A. Consider authorizing the monthly transfer of funds to the City of Friendswood Employee Benefit Trust contingent upon sufficient appropriations in the FY2022-23 City of Friendswood Budget.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Erenwert to authorize the monthly transfer of funds to the City of Friendswood Employee Benefit Trust contingent upon sufficient appropriations in the FY2022-23 City of Friendswood Budget. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider authorizing a Memorandum of Renewal of the Emergency Medical Services Agreement with the Friendswood Volunteer Fire Department for the first one-year extension term.

This item authorizes a Memorandum of Renewal of the Emergency Medical Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department for the first one-year extension term.

The original 2019 Agreement was for a term of three (3) years, set to expire on October 1, 2022. However, the Agreement afforded the parties the ability to extend the Agreement for two (2) one-year terms. The proposed Memorandum of Renewal extends the Agreement for the first one-year extension term under the same terms and conditions with the following increases:

Maximum Obligated Increase

Call Volume Adjuster.....	\$30,000
Contract Labor Increase.....	\$50,669
Non-Labor Increase.....	\$9,561
Total Maximum Obligated Increase.....	\$90,260

Maximum Non-Obligated Increase

Full-time Adjustment.....	\$58,605
PRN Adjustment.....	\$9,357
Pension Increase.....	\$0
Total Maximum Non-Obligated.....	\$67,962

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Erenwert to authorize a Memorandum of Renewal of the Emergency Medical Services Agreement with the Friendswood Volunteer Fire Department for the first one-year extension term. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

C. Consider the appointment of Mr. Kyle Winne to the Community and Economic Development Committee for a three-year term beginning immediately and ending on June 30, 2025.

This item allows the Council to appoint Kyle Winne to replace Ms. Jennifer Whitley who was not reappointed to the Community and Economic Development Committee (CEDC).

A motion was made by Councilmember Branson and seconded by Councilmember Rockey to appoint Mr. Kyle Winne to the Community and Economic Development Committee for a three-year term beginning immediately and ending on June 30, 2025. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

D. Consider authorizing the Friendswood Downtown Economic Development Corporation to expend funds for its FM 518 Illumination Project.

This item allows the Council to authorize the Friendswood Downtown Economic Development Corporation (FISD) to expend funds for its FM 518 Illumination Project (the "Project") in the amount of \$2,350,747.

The Project was advertised as RFP 2022-10 FM-518 Illumination Project in April of 2022 with its purpose being to solicit proposals from contractors for the installation of pedestrian and roadway light poles along FM 518 within the Downtown District; i.e., from Whispering Pines Ave. to FM 2351 with a project budget of \$2.5 million. Staff, anticipating that the total installation cost would exceed the advertised budget, allowed for the RFP to have possible alternate options/items should it be necessary to stay within the FDEDC budget, which in June 2022 was \$2,739,842.

Two submissions were received in May, with Pfeiffer & Son, LTD being the selected. The total installation cost of the submission was \$3.98 million dollars and after negotiations, the scope of the Project was

reduced to accommodate the advertised budget of \$2.5 million. Two options, both which omitted the installation of pedestrian and roadway lighting on FM 518 between Whispering Pines Ave. and Castlewood Dr., which is approximately one-third of a mile, were presented to the FDEDC for consideration. The FDEDC selected the option that will provide pedestrian and roadway illumination for the length of FM 518 between FM 2351 and Castlewood Dr, omitting the area in front of Friends Church as the required drill shafts needed for light poles in this area presented challenges with the existing trees and a pedestrian walkway does not exist at this location. The FDEDC voted at its last meeting to unanimously, 6-0 (one member absent), to proceed with this option and provide funding in the amount of \$2,350,747.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to authorize the Friendswood Downtown Economic Development Corporation to expend funds for its FM 518 Illumination Project. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, , Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: Councilmember Robert J. Griffon.

The item passed unanimously.

E. Consider awarding the Fiscal Year 2021-2022 Striping Maintenance Contract to Pavecon Ltd. Co.

This item allows the Council to award a contract in relation to the striping of streets within the City of Friendswood (the “City”). The contractor, Pavecon Ltd., with whom the City is currently working with in regard to the City’s asphalt project, submitted a proposal for the restriping of city streets at a cost of \$204,070.

A motion was made by Councilmember Rockey and seconded by Mayor Pro Tem Erenwert to award the Fiscal Year 2021-2022 Striping Maintenance Contract to Pavecon Ltd. Co. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

13. RESOLUTIONS & ORDINANCES

A. Consider a resolution authorizing a master lease-purchase agreement with Truist Bank and approving financing terms.

This proposed resolution authorizes a master lease-purchase agreement (the “Agreement”) with Truist Bank and sets the financial terms for said agreement.

The City’s Information Technology, Engineering and Public Works Departments have identified several pieces of equipment, which have surpassed useful life cycles with the replacement value of each exceeding the City's Financial Policy’s capitalization threshold of \$5,000. The proposed agreement allows for the lease financing purchase of the equipment totaling \$1,457,640, over a 5-year period, which will ultimately lessen the burden on the City's operating budget.

The equipment to be replaced is listed below with an estimated replacement cost.

- Time Clock Equipment - \$26,340
- Computer Equipment - \$510,000
- Network Switch Equipment - \$240,000
- Audio Visual Information Technology Equipment - \$100,000
- Dump Truck - \$150,000
- SCADA System Server Equipment - \$26,300
- Electronic Planning Table - \$45,000
- Entry Doors Control Access Equipment - \$45,000
- Development Plans Plotter Equipment - \$20,000
- Boom Mower - \$240,000
- Mini Excavator - \$55,000

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to approve Resolution No. R2022-22, related to Item 13.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING A MASTER LEASE-PURCHASE AGREEMENT WITH TRUIST BANK AND OTHER DOCUMENTS REQUIRED IN CONNECTION WITH FINANCING A DUMP TRUCK, HEAVY EQUIPMENT, TECHNOLOGY AND VARIOUS EQUIPMENT; APPROVING CERTAIN MATTERS RELATED THERETO; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider a resolution designating a portion of Skyview Terrace as "Joycina Day Baker Memorial Lane."

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Erenwert to approve Resolution No. R2022-23, related to Item 13.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING A PORTION OF SKYVIEW TERRACE AS "JOYCINA DAY BAKER MEMORIAL LANE"; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment XI" and providing for supplemental appropriation and/or transfer of certain funds.

The proposed ordinance amends the budget in the following:

1. Friendswood Volunteer Fire Department – Radio Pager Replacements, \$25,000.* Appropriate funds to assist the Friendswood Volunteer Fire Department with the acquisition of 80 – Unication Pagers & Desktop Chargers ("radio pagers"). The current radio pagers are fully depreciated and require a patching system to utilize 800MHz band. The new 5G radio pagers will be equivalent to emergency response equipment currently used by other Friendswood emergency personnel. The City is contributing \$25,000 towards the total estimated purchase price of \$62,000. The funding source will be Fire/EMS donation funds. *Deferred Maintenance & Equipment
2. Friendswood Public Library – Donation for Books, \$332. Appropriate directed donation received from The Rotary Club of Friendswood. The donation will be appropriated to the Friendswood Public Library's operating account for the purchase of books.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to approve the first and final reading of Ordinance No. 2022-17, related to Item 13.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022, BY APPROVING "BUDGET AMENDMENT XI" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

D. Consider the first reading of an ordinance amending the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.

This proposed ordinance amends the schedule of fees for "Emergency Medical Services," in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to update fees for ground emergency medical services provided by the City of Friendswood through the Friendswood Volunteer Fire Department.

Specifically, the proposed amendments to the fee schedule are as follows:

Emergency Medical Services				
Description	Current Fee	Proposed Fee	Change	Percentage Change
Advanced Life Support (ALS) Transport	\$1,100	\$1,300	\$200	18%
Advanced Life Support (ALS) -2 Transport	\$1,300	\$1,500	\$200	15%
Basic Life Support (BLS) Transport	\$1,000	\$1,200	\$200	20%
Advanced Life Support (ALS) Disposables (Flat Rate)	\$400	\$400	\$0	0%
Basic Life Support (BLS) Disposables (Flat Rate)	\$200	\$200	\$0	0%
Oxygen	\$125	\$125	\$0	0%
Specialty Care Transport (SCT)	\$1,663	\$1,883	\$220	13%
Treat No Transport (TNT)	\$250	\$250	\$0	0%
Ground Mileage (per mile)	\$15	\$23	\$8	53%

This is the first reading of the ordinance and if approved, the second and final reading is scheduled for September 12, 2022.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve the first reading of a proposed ordinance amending the schedule fees for Emergency Medical Services, related to Item 13.D. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

E. Consider the first reading of an ordinance approving the street name change of Hatcher Lane to Parkside Drive, to include the entirety of the existing right-of-way.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve the first reading of a proposed ordinance renaming Hatcher Lane to Parkside Drive, related to Item 13.E. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

14. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 14.A through 14.O. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

A. Consider the second and final reading of an ordinance amending Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers," consistent with Section 614.015 of the Texas Government Code.

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE PERSONNEL POLICIES OF THE CITY OF FRIENDSWOOD BY ADDING SECTION 8.15 "MENTAL HEALTH LEAVE POLICY FOR PEACE OFFICERS," CONSISTENT WITH SECTION 614.015 OF THE TEXAS GOVERNMENT CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider a resolution approving the City of Friendswood's Public Funds Management and Investment Policy.

RESOLUTION NO. R2022- 24

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC FUNDS MANAGEMENT AND INVESTMENT POLICY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Consider approving the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the Friendswood Independent School District event "Under The Oaks" on August 11, 2022.

This item approves a request from Friendswood Independent School District (FISD) for the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the FISD event "Under The Oaks," which is an annual tradition held before the start of the new school year.

D. Consider awarding a construction contract to Greenscape Six, LLC, for the TxDOT ROW Sidewalk Installation Project.

This item awards a construction contract to Greenscape Six, LLC, for the TxDOT Road Sidewalk Installation Project (the "Project") in the amount of \$71,685. The scope of the Project includes the installation of the sidewalks as noted below:

- 1780 & 1788 S. Friendswood Drive (with retaining walls added);
- 101 Hunters Lane (with retaining walls added);
- 1501 W. Parkwood Avenue;
- 2111 W. Parkwood Avenue;
- 1401 S. Friendswood Dr.; and
- 108 N Friendswood Dr.

The sidewalk installation along TxDOT roads will be partially paid for with funds developers pay into a "Sidewalk Fund" in lieu of installing sidewalks during construction. If the City does not utilize these funds within ten years, funds revert to the property owners. State law only allows the funds to be used on the property for which the developer paid into the fund.

Funding for the Project will be as follows:

Sidewalk Fund	\$36,880
FY21/22 General Fund Allocation for Street Maintenance	\$34,805
Total	\$71,685

E. Consider approving a license agreement to allow six (6) parking spaces to be constructed in the right-of-way at 405 Laurel Drive to serve businesses at that location.

This item approves a license agreement to allow six (6) parking spaces to be constructed in the right-of-way at 405 Laurel Drive to serve businesses at that location. The business owner of APA Designs proposed an addition to the existing structure on the property to expand his business. The property is zoned Downtown District (DD) which allows head-in parking on streets other than FM 518. Under the agreement, the six parking spaces that required for the business (retail flower shop) will be constructed within the right-of-way.

F. Consider approving an interlocal agreement with Galveston County for the FY2023 Meal Program.

G. Consider authorizing a Memorandum of Understanding regarding the Fire and Rescue Services Agreement to update such agreement with the proper name of the Friendswood Volunteer Fire Department.

H. Consider ratifying the City Manager's completion of the Houston-Galveston Area Council Regional Mitigation Program MOD Funding Form.

The Texas General Land Office (GLO) allocated \$488,762,000.00 to the Houston-Galveston Area Council (H-GAC) to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the State of Texas Community Development Block Grant Mitigation (CDBG-MIT) Action Plan, as amended. Through the preliminary H-GAC MOD posted for public comment, City of Friendswood (the "City") is included as a potential recipient of funding in the amount of \$4,636,100.00; however, this amount is subject to change until final approval by the GLO.

In order for the City to receive funds allocated through the MOD, a City official must complete and return the H-GAC form accepting funding through the Regional Mitigation Program, no later than August 5, 2022. On July 28, 2022, City Manager Morad Kabiri completed, signed, and returned such form for the City of Friendswood. This item allows the Council to ratify Mr. Kabiri's completion of the form, which is attached to the agenda for your review.

I. Consider adopting the appointments of the City Council Liaisons to Committees, Boards, and Commissions.

The appointments for the 2022-2023 term were the following:

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

J. Consider appointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members, and (iv) Megan McKay as an alternate member to the Zoning Board of Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025.

K. Consider authorizing the Mayor to cast the City of Friendswood's official ballot for the Galveston County Mayors and Councilmembers Association selection of President and Vice-President for a term beginning September 14, 2022 and ending on September 11, 2024.

L. Consider accepting the Ranch Express Paving Infrastructure Project, which commences the contractor's one-year maintenance period.

M. Consider accepting the June 2022 tax report.

N. Consider approving the minutes of the City Council Regular Meeting held on June 6, 2022.

O. Consider approving the minutes of the City Council Special Meeting held on July 9, 2022.

15. EXECUTIVE SESSION

A. Recess into and conduct an executive session pursuant to Section 551.076 of the Texas Government Code to deliberate the deployment, or specific occasions for implementation, of security personnel associated with the School Resource Officer Agreement with the Friendswood Independent School District.

At 7:51 p.m., Mayor Foreman recessed and convened into an executive session pursuant to Section 551.076 of the Texas Government Code to deliberate the deployment, or specific occasions for implementation, of security personnel associated with the School Resource Officer Agreement with the Friendswood Independent School District

At 8:14 p.m., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

16. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

A. Consider authorizing a School Resource Officer Agreement with the Friendswood Independent School District.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to authorize a School Resource Officer Agreement with the Friendswood Independent School District. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

17. ADJOURNMENT

A motion was made by Councilmember Scott and seconded by Mayor Foreman to adjourn the meeting. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

Mayor Foreman adjourned the August 1, 2022, City Council Regular Meeting at 8:15 p.m.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary