



**CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 3, 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**

- 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. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS**

- A. Present the City of Friendswood 5 Star Spirit Awards for the Second Quarter of 2022 to Kaylub Mull in the Parks and Recreation department.

- 7. COMMITTEES OR SPECIAL REPORTS**

- A. Receive the Friendswood Downtown Economic Development Corporation's Annual Report.
 - B. Receive the Senior Citizens Advisory Committee Annual Report.
 - C. Receive the Chamber of Commerce Annual Report.

- 8. WORK SESSION TOPICS**

- A. Receive and discuss an update regarding the City of Friendswood Comprehensive Plan.
 - B. Receive and discuss an update on the City's Water System Improvements Project.

- 9. APPOINTMENT POLICY**

- A. Consider an ordinance on the first reading 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"; and 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" to codify all of the City's boards, committees, and commissions and update the references to such boards, committees and commissions.

- B. Consider a resolution updating the Appointment Policy for Boards, Committees, and Commissions.

10. CITY MANAGER'S REPORT

- A. Receive an update on the City receiving a City-County Communications & Marketing Association Award.
- B. Receive an update on the City hosting a Texas City Manager's Association Region 6 meeting.
- C. Receive a Public Safety Update from the Friendswood Police Department.
- D. Receive an update to recognize Samantha Haritos for being accepted into the American Public Works Association (APWA) Emerging Leaders Academy.

11. BUSINESS ITEM

- A. Consider authorizing the City Manager to execute a Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.
- B. Consider authorizing a Professional Services Agreement with HDR Engineering, Inc., for engineering services related to the Blackhawk Boulevard Reconstruction Phase II-B Project.
- C. Consider ratifying the License Agreement with Friendswood Lakes Homeowners Association, Inc., to erect wrought iron safety and security fencing on Mossy Stone Drive at Friendswood Lakes Parkway.

12. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider a resolution adopting a Facility Naming Policy to update the criteria and procedures for naming City facilities in honor or in memory of a person, organization, or entity.
- 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 Chamber of Commerce Holiday Lighted Parade on FM 518.

13. CONSENT AGENDA

- A. Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District

to participate in the WaterWise Conservation Program.

- B. Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2022-2023.
- C. Consider approving a banner permit application for the Starlight Outreach and Rescue to advertise its "Dogtoberfest Event."
- D. Consider a resolution designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2023 General Assembly and Board of Directors.
- E. Consider authorizing an Economic Development Contract with Bay Area Houston Economic Partnership.
- F. Consider approving the ad valorem tax report for August 2022.
- G. Consider approving the minutes of the City Council Special Meeting, held on August 29, 2022.
- H. Consider approving the minutes of the City Council Regular Meeting held on September 12, 2022.

14. 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 TTY 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 29th day of
September, 2022, at 6:00 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: October 3, 2022

Date submitted: 09/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present the City of Friendswood 5 Star Spirit Awards for the Second Quarter of 2022 to Kaylub Mull in the Parks and Recreation department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Kaylub was nominated by a co-worker in the City. He was commended for his daily dedicated service and positive attitude. His supervisor, Gary Williams states, "Kaylub has had to fill in for me on occasion when I was out on Medical Leave and did an outstanding job in my absence. Although it is more about who Kaylub is and the positive attitude he has, than it is about doing something beyond his job duties. He does all his job duties in an excellent manner. He is proactive, strives to gain new knowledge and certifications and he is always on top of his game. Kaylub is one of the most respectful and polite employees. He supports Management and has a servant's heart. I wished we had a handful of guys with his experience, knowledge and work ethic."

From fellow staff member, Kim Ramirez, "The amount of patience and attention to detail Kaylub has for every aspect of his job make him stand out and why he warrants the 5 Star award. A request from KFB for the pollinator garden or the fairy trail, set up for a large event, special request from staff, all the above is done in a professional manner and always with a smile. A special request of mine when we first started the Holiday Lighted Trail was to build a wooden photo op area in the park which was a "hot cocoa stand" which I found on Pinterest, I was ready for him to tell me "no we're not going to do that" because not only was I asking him to build this wooden photo op but also install all the rest of the Christmas decorations in the Park and City Hall with the parks staff; but my request was granted and the Hot Cocoa station was built and set up with the rest of the Christmas decorations. The pride he takes in his job, the quality of work he does every day and ALWAYS going the extra mile is why he's a Five Star employee, the Parks and Recreation Department and the City of Friendswood is extremely lucky to have Kaylub Mull as the Parks Superintendent."

Kaylub began with the City in 2013 as a Crew Leader and is now the Parks and Building Superintendent in the Parks and Recreation Department.

All of these employee's actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional and Enthusiastic. We congratulate Kaylub on being the recipient of the Five Star Spirit Award and thank him for his service to our citizens!

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: October 3, 2022

Date submitted: 09/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Friendswood Downtown Economic Development Corporation's Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive the Friendswood Downtown Economic Development Corporation Annual Report. The FDEDC Board President, Dr. Rebecca Hillenburg will be in attendance to provide the report to City Council. It will also be uploaded to the back-up material as soon as it is available.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FDEDCAnnualReportOctober2022
2. FY23 PROPOSED BUDGET - FDEDC - 8.9.2022
3. FY22 FINANCIAL REPORT - 08.31.2022

Friendswood Downtown Economic Development Corporation (FDEDC)
Annual Report to City Council
October 3, 2022

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

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

Since last year’s annual report to City Council, the Board has held eight meetings with the two staff liaisons, Community Development Director Aubrey Harbin and Assistant City Manager Steven Rhea.

This is a summary of the Board’s activities to date. In 2022, progress continued on the Texas Department of Transportation sidewalk, curb ramps and mast arms project. The wiring is being installed on the new traffic signals as well as the pedestrian signals at the crosswalks. Once operational, the existing mast arms, signals and crosswalk signals will be removed.

New street signage with the updated Downtown color scheme have been mounted on the new mast arms and will also be installed at the cross streets along FM 518 in the coming months. Updated directional signage for Downtown attractions like the Rotary Pavilion and the Brown Museum is on the horizon as well.

The Downtown lighting project has officially begun with the awarding of a contract to Pfeiffer and Son. Ltd. New street and pedestrian lighting will illuminate FM 518 from FM 2351 to Castlewood Ave. with the remaining portion of Downtown, Castlewood Ave to Whispering Pines Ave., being installed at a future date.

Attached is the most recent financial report prepared by the City which includes an ending fund balance as of August 31 of \$2,856,545. The projected revenue for fiscal year 2022-23 is \$765,326 which includes sales tax and interest.

In closing, the Board appreciates City Council’s support and looks forward to overseeing FDEDC’s completion of the ongoing and upcoming projects as well as planning for future projects that will benefit Downtown Friendswood.

FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION (FDED)

FUND 175

FY 2022-2023 PROPOSED BUDGET

DRAFT COPY FOR 08/09/22 FDED MEETING

Account	Account Name	FY23 PROPOSED BUDGET
REVENUE		
175-0000-31310	SALES TAX	\$718,460
175-0000-36180	INTEREST	46,866
TOTAL REVENUE:		<u>\$765,326</u>
 EXPENDITURES		
SERVICES		
175-0303-419.5550	ADMINISTRATIVE EXPENSES	\$2,000 *
175-7001-419.8120	CAPITAL IMPROVEMENTS	3,667,364 **
SERVICES Totals:		<u>\$3,669,364</u>
 OTHER		
175-9002-491.9110	TRANSFER TO GENERAL FUND (CITY STAFF SERVICES)	\$16,000
OTHER Totals:		<u>\$16,000</u>
TOTAL EXPENDITURES:		<u>\$3,685,364</u>
INCREASE (DECREASE) IN FUND BALANCE		(\$2,920,038)
BEGINNING FUND BALANCE (UNAUDITED ESTIMATED YEAR END BALANCE @ 9/30/22)		\$2,920,038 ***
ENDING FUND BALANCE (PROJECTED FOR YEAR END @ 9/30/23)		\$0

***ADMINISTRATIVE EXPENSES**

Projected program/project related administrative expenses such as meeting supplies, public notices, printing, etc.

****PROJECT EXPENDITURES ARE SUBJECT TO PUBLIC HEARING AND FRIENDSWOOD CITY COUNCIL APPROVAL.**

Project - Anticipated capital improvements expenses resulting from the downtown improvement plan study.

***** ESTIMATED FUNDS AVAILABLE FOR CAPITAL IMPROVEMENT PROJECTS**

(BASED ON REVENUE COLLECTED LESS EXPENSES INCURRED IN PRIOR FISCAL YEARS 2016-2022)

FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION (FEDDC)
FUND 175
FY 2021-2022 PROPOSED BUDGET
(APPROVED BY FEDDC ON 10/12/2021)

Account Name	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	MONTH OF AUGUST 2022	FY22 YEAR TO DATE ACTUAL
REVENUE				
SALES TAX	\$ 674,651	\$ 674,651	\$ 74,295	\$ 648,153 *
INTEREST	3,823	3,823	2,716	9,868
TOTAL REVENUE	678,474	678,474	77,011	658,021
EXPENDITURES				
SERVICES				
ADMINISTRATIVE EXPENSES	2,000	2,000	-	-
CONTRACT SERVICES (and Planning Services)	-	75,115	11,300	19,697
TOTAL SERVICES	2,000	77,115	11,300	19,697 **
OTHER				
TRANSFER TO GENERAL FUND (City Staff Services)	16,000	16,000	1,333	14,666
TOTAL OTHER	16,000	16,000	1,333	14,666
TOTAL EXPENDITURES	18,000	93,115	12,633	34,363
INCREASE (DECREASE) IN FUND BALANCE	660,474	585,359	64,378	623,658
BEGINNING FUND BALANCE (unaudited)	2,232,796	2,232,796	2,792,076	2,232,796
ENDING FUND BALANCE (unaudited)	\$ 2,893,270	\$ 2,818,155	\$ 2,856,454	\$ 2,856,454

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

**PROJECT EXPENDITURES ARE SUBJECT TO PUBLIC HEARING AND FRIENDSWOOD CITY COUNCIL APPROVAL. The remaining budget includes the final lighting design plan with Gandy2 (\$6,419) and capital project contingencies (\$49,000). Only amounts appropriated by City Council are included in the budgeted amount.

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: October 3, 2022

Date submitted: 09/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Senior Citizens Advisory Committee Annual Report.

Originating Department: Parks and Recreation

Degree of importance: Operational.

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and review the Senior Citizens Advisory Committee Annual Report. Said report is attached to this item for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Senior Citizens Advisory 2022 Annual Report

Friendswood Senior Citizens

2022 Annual Report

The goal of the Senior Citizens Program is to enrich the lives of Senior adults in Friendswood. That goal is achieved every day by the staff: Senior Program Director Genie Balderaz, Assistant Program Director Shadey Caraveo-Saldana, and Recreation Aide Reese Woodard. Michael Boyett does a wonderful job as Assistant Director of Parks and Recreation. Trish Hanks, member of the city council, was the liaison until August when Mayor Mike Foreman assumed that responsibility. Volunteers who teach and lead at the center are numerous and make many of the activities possible.

The center is an anchor for many of our citizens who have relocated to this community to be near family, who live alone, who have special needs, or who just want to have a good time. The center is a wonderful place to spend time and make new and lasting friendships.

A typical month at the center begins with members receiving the newsletter and calendar. Members are eager to discover what exciting plans have been made for their entertainment. These plans always include the various exercise programs, dance classes, games, Bible study, and trips. Many seniors take advantage of being able to sign-up for trips and activities on-line. This has eliminated long lines and a lot of anxiety on sign-up day.

Trips are a fun part of the schedule. So far this year (2022) members have attended the Home Town Opry (monthly), the Nutcracker (December 2021), a Little Day Music at the Worthem TheaterCenter, Buffalo Bayou Park Cistern, Clear Creek Community Theatre, Long Star Flight Museum, Spring Garden Tour with Heritage Gardeners, Danish Museum, Lavender Farm, George Ranch Heritage Park, Morehead Blueberry Farm, Golden Nugget, twice to the Astros game, Ripcord Play at the Purple box Theater, Creamistry and the Galleria, Bee Weaver Honey Farm, San Felipe de Austin State Historical Park, Holocaust Museum and Naskila Gaming in Livingston. There are a couple of months to go so members will be excited to discover what is planned.

Exercise is important for everyone and especially for seniors. The exercise programs have something for everyone. The exercise room is equipped with a variety of gym equipment and available to members from 9 a.m. until the center closes at 3 p.m. The exercise programs are well attended and are led by capable volunteers. The classes listed are offered on a regular bases: Yoga, 50+Exercises, Zumba Gold, Step Aerobics and Chair Yoga. Pickle Ball and Ping Pong were added to the program recently. Occasionally the competition gets serious, Chair Volleyball is played weekly and players travel to other locations to compete.

There are more ways than one to get exercise so a popular choice at the center are the dance classes. There are line dance classes for both beginners and advanced dancers, in addition, both tap and clogging is offered. These groups are often invited to entertain for special events or for assisted living, nursing homes, or other Senior centers.

The painting classes are well attended. Members get to enjoy their works in progress which are displayed in the lunch room.

Say food and you have everyone's attention. Genie and Shadey are experts at making tacos and waffles. They load the bus on occasion and take members out to eat (lunch on your own). In fact, regular trips are made to Walmart. The Galveston County Lunch Program is available to seniors 60 or older. A member is eligible to participate if they live in Galveston County. A donation of \$1.00 is suggested. Other occasions which include food are : coffee and donuts, breakfast with Santa, Veterans Day Celebration, Valentine's Day Luncheon, Go Texans Luncheon, Spaghetti Lunch Fundraiser, Breakfast Tacos, Spring Picnic at Stevenson Park, Mother's Day Tea, BBQ Fundraiser, Smoothie Social, Watermelon Bash, Lunch and Bingo at Village on the Park, Cupcake Social, National Waffle Day, Root Beer Social, and Snow Cones.

Just about any game you can think of is played at the Center. Members can always find a game to join. Anyone interested may check the monthly calendar. Just to name a few: Bridge, Wii Bowling, Canasta, Bingo, Mah Jongg, Bunco, Me I can Train, Regular Dominos and Forty Two, Hand, Knee, And Foot. Occasionally the competition gets serious and members get together for a tournament. In August members had fun at a Casino Extravaganza.

There are always fun and educational events going on in and around the Center. Members love to going to Stevenson Park and are looking forward to the Fall and Spring Picnic. Our ninth seniors cruise is planned for February 25, 2023. There will be seven nights on the Carnival Vista, leaving from Galveston with stops in Cozumel, Belize, and Mohogany Bay.

Guest speakers bring us up to date on such topics as Estate Planning, Medicare and Veterans Benefits, insurance, food and nutrition programs. The AARP Smart Driving Course is offered on a regular basis. This course will help reduce insurance cost and keep Seniors informed about the changes in laws.

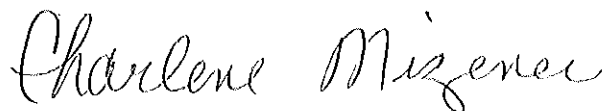
The music program is really successful. There are recorder and ukulele classes. They have been invited to perform for Senior groups and at Assisted Living Facilities.

Our BBQ Fundraiser was so successful it was overwhelming but several valuable lessons were learned. Thank you Friendswood for your support.

Christmas in September is always a success. It brings out peoples who are not familiar with the program but, who might be interested in membership.

A sincere thank you, always, to the Friendswood City Council for the support you give this activity. You are always invited and welcome to attend the activities at the Friendswood Senior Citizens Program. As you can see, it has been a very busy year and we expect 2023 to be even bigger and better.

Charlene Mizener, Chair Advisory Committee

A handwritten signature in cursive script that reads "Charlene Mizener".

Vickie Hefner, Vice Chair Advisory Committee

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: October 3, 2022

Date submitted: 09/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Chamber of Commerce Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As part of the City's contract with the Chamber of Commerce, a yearly report is provided to City Council. Chamber Board Member Dan Garza will be in attendance to provide a summarized report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FINAL 2022AnnualChamber report to the City
2. 2022Chamber Budget Report

**Friendswood
Chamber of Commerce**



October 3, 2022

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

Re: 2022 Written Annual Report

It is our pleasure to update you and our City Council Members regarding the services that the Friendswood Chamber of Commerce provides the community. Current, new, and potential residents are provided with information at no charge as a service of the Chamber. The following is information on activities as stipulated in the contract.

Annual Gala: Our year began with the Annual Gala. The evening was filled with lots of networking, awards, and good times.

State of the City: This luncheon was held in March at New Hope Church. The Keynote speaker was Mayor Mike Foreman who updated our businesses on upcoming projects within the city as well as presenting Community Leader Awards.

Honor's Luncheon: This luncheon is held to honor the top ten seniors from Clear Brook and Friendswood High School. Our members sponsor a student and introduces them at the luncheon. They speak about their accomplishments and their future endeavors along with their college of choice. We were pleased to have Mayor Mike Foreman give his "Don't Give Up" speech to encourage everyone in attendance.

Friendswood Classic Car and Bike Show: We had 155 vehicles along with supporting The Cole Gordon Foundation Food Truck. This event was well attended by the community.

Friendswood Lemonade Day: Our mission is to help prepare youth for life through fun, proactive and experiential programs infused with life skills, character education, and entrepreneurship. The objective is to help today's youth become the business leaders, social advocates, community volunteers and forward-thinking citizens of tomorrow. The Chamber partners with Jim and Jack Foreman with this event, along with businesses supporting these efforts by their sponsorships.

Hurricane Season Lunch & Learn: Everyone in our community needs to revisit how to prepare your business and home and know what safety measures will keep everyone safe. We support the Friendswood Emergency Management Department in giving this presentation each year.

Ambassador Team: Each month the Chamber hosts many events hosted by our Ambassador Team. These events are fun and always well attended by our membership. They support our ribbon cuttings, luncheons, network breakfasts, lunch and learns, and many of our major events.

July 4th Events: The Chamber works with the Friendswood Parks and Recreation Department in helping to promote this major event for the City of Friendswood. We also hold our annual "Win This Truck" Raffle that has been a part of the July 4th celebration for 31 years.

State of the District: State of the District Luncheon in partnership also with Friendswood Education Foundation. Thad updated those attending about new and exciting expansions at several schools and recognized educators and students.

Swing into Fall Golf Tournament: October 14th: This event has become highly anticipated and is a great time to network.

Halloween in the Park: Provides a safe environment for trick or treating for our community along with giving local businesses an opportunity to advertise.

Veterans' Day: For this luncheon we anticipate having a Veteran guest speaker. We invite our Veteran members who own a business to attend with a free spotlight and have another Chamber member sponsor their meal. They are also recognized and thanked for their service.

Business Expo: to encourage "Shop Local" and showcase 30 businesses.

Christmas Lighted Parade and Santa in the Park: This event is in partnership with Keep Friendswood Beautiful Santa in the Park.

Referral Services/Newcomers: The Chamber provides referral services to the public regarding City officials and departments. The Chamber also acts as a liaison to relay all information regarding the city and its services. This increases each year as the city continues to grow.

City Events/Services: The Chamber answers inquiry calls pertaining to events or services the city provides. This includes information regarding community services such as youth sports programs, City Council schedules, Planning & Zoning meetings, voting precincts, registration cards, FISD and CCISD School information, weather events as well as water rationing. The Chamber staff also relays Emergency Information for Harris and Galveston County as well as tax information for those counties. If the information for a specific department is at our disposal, we relay it to the public. Otherwise, we refer callers to the appropriate departments with names and phone numbers.

The Chamber also acts as a source to e-mail important information out quickly to the city businesses. The Chamber partners with the Office of Emergency Management to relay information to local merchants regarding emergency information. The Chamber also works with the Friendswood Police Department to educate local businesses in safety and crime prevention. These departments use our Boardroom to host their events.

Website: The Chamber website has links to the City of Friendswood as well as FISD and CCISD. Our website is used to relay information to citizens in an emergency. The community can post events on the Community Calendar. Chamber Members and non-members can RSVP and pay for all our upcoming events online.

Meeting Room: The Boardroom is currently limited for large gatherings. A spacious meeting room is available to local organizations, the business community, the city, and school districts. On average, our boardroom is used 4 days a week. During the July 4th celebration the city used the boardroom to host dignitaries, July 4th volunteers, police, EMS, and others. This November the Chamber will be a voting location.

The Chamber is grateful for the support from the City of Friendswood. The Chamber's budget depends on membership dues and other non-dues income to fund our events associated with our Program of Work.

The Friendswood Chamber of Commerce has the charge of helping to assure a positive and nurturing environment for area businesses. Creating such an environment is a joint effort and we are fortunate to have many partners with the same vision. Chamber President, Carol Marcantel, attends Galveston County events, City Council and Emergency Management meetings. She is a member of the Gulf Coast Chamber Executives, which promotes Friendswood throughout the state and attends July 4th meetings as liaison for the Chamber.

The commitment the Chamber has continued to exhibit should be an incentive to other businesses to see that Friendswood's economic development is thriving and business is great.

As the Chamber and the City grows, our Chamber remains ready and willing to work in partnership with the City of Friendswood, Friendswood ISD and Clear Creek ISD schools and the many organizations that make Friendswood a place where businesses and families can thrive in a safe community.

Sincerely,

Reported by Board Member Dan Garza

Prepared by Carol Marcantel, IOM President/CEO

WHAT IS A CHAMBER OF COMMERCE? A Chamber of Commerce is a voluntary organization of business and professional people dedicated to the economic wellbeing of their community by working for a healthy economic climate of good jobs, capital creation, and honest, efficient government.

- A Chamber's strength lies in the number and diversity of its membership. Both large and small businesses from virtually every profession are represented and influence the direction of the Chamber's programs. These programs are financed by membership investments in the Chamber.

THE MEMBERS ARE THE CHAMBER. The more members the Chamber has, the better it can represent the business community. It accomplishes collectively what no one business can do alone.

- A Chamber of Commerce is **NOT** a department of local government, a social, civic, or charitable institution, nor a private advertising, publicity, or public relation agency.

WHAT DOES A CHAMBER OF COMMERCE DO? A Chamber of Commerce does what its membership wants it to do. Its basic function is that of economic development in a plan or philosophy accepted by its community. Community factors that affect economic development, such as education, transportation, and health care services, local, state, and federal government may come under the scrutiny and programs of the Chamber.

- Additional functions of the Chamber of Commerce include research and information; facts and information about the community and its activities; and market statistics. The Chamber disseminates these to a variety of populace economic prospects, existing businesses, mass media, the membership, newcomers, students, tourists, and others.
- The Chamber of Commerce provides business and professional interests with information on ordinances, legislation, and regulations affecting business and the economic climate.

HOW DOES A CHAMBER OF COMMERCE FUNCTION? Officers and directors are elected to choose policies based on the mandate of the membership. Member volunteers are organized into committees, which identify goals and programs for the year. Once the Board of Directors approves these goals, they become the Chamber's Program of Work. Committees then form and work to accomplish the specific objectives of the Program of Work.

**Friendswood Chamber of Commerce
Budget Proposal**

	2020 Budget	2021 Budget	2022 Budget	2021 Thru Oct
Income				
Lemonade Day Sponsorship	12,500.00	7,500.00	7,500.00	3,750.00
Ambassador Name Tag	250.00	250.00	300.00	300.00
Sportsman Raffle				
Sportsman Raffle				
Raffle Ticket Sales	36,000.00	39,200.00	45,000.00	12,500.00
Total	36,000.00	39,200.00	45,000.00	12,500.00
Business Expo				
Business Expo				
Business Expo Sponsor - Ensuing	-	-	-	300.00
Business Expo - Booth - Ensuing	-	-	-	-
Busi.Expo-Raffle Ticket-Current	1,000.00	1,000.00		-
Business Expo - Booth - Current	11,000.00	11,000.00	5,000.00	4,000.00
Business Expo Sponsor - Current	3,000.00	3,000.00	-	7,800.00
Total	15,000.00	15,000.00	5,000.00	12,100.00
Membership				
Renewals	112,500.00	112,500.00	112,500.00	82,585.00
New Members	27,500.00	27,500.00	22,000.00	15,695.00
Total	140,000.00	140,000.00	134,500.00	98,280.00
Chairman's Gala				
Gala Sponsors - Ensuing Year	2,000.00	2,000.00	2,000.00	-
Gala Revenue - Ensuing Year	9,950.00	9,950.00	10,000.00	200.00
Gala Revenue - Current Year	9,950.00	9,950.00	16,000.00	15,796.00
Gala Sponsors - Current Year	2,000.00	2,000.00	2,000.00	9,990.00
Total	23,900.00	23,900.00	30,000.00	25,986.00
Golf Tournament				
Golf Reveue - Ensuing Year	-	-	-	-
Golf Cart Prizes - Ensuing Year	-	-	-	-
Golf - BBQ Sales - Ensuing Year	-	-	-	-
Golf - BBQ Sales - Current Year	-	-	-	-
Golf Sponsor - Current Year	3,500.00	3,500.00	3,500.00	2,470.00
Golf Teams - Current Year	5,500.00	5,500.00	5,500.00	2,625.00
Golf Door Prizes - Current Year	3,000.00	3,000.00	3,000.00	50.00
Golf Cart Raffle - Current Year	-	-	-	-
Golf Revenue - Current Year	-	-	-	-
Total	12,000.00	12,000.00	12,000.00	5,145.00
Directory				
Advertising Sales	6,000.00	4,000.00	6,000.00	8,477.25
Total	6,000.00	4,000.00	6,000.00	8,477.25
July 4th Raffle				
Ticket Sales	37,000.00	37,000.00	43,700.00	53,120.00
Sponsors	1,000.00	1,000.00	1,000.00	750.00
Total	38,000.00	38,000.00	44,700.00	53,870.00
Network Breakfast				
Revenue	2,500.00	2,500.00	2,500.00	2,472.00
Sponsors	-	-	-	100.00
Total	2,500.00	2,500.00	2,500.00	2,572.00
Car & Bike Show				
Car Show - Current Year	-	-	-	10.00
Car Show Sponsors	11,000.00	11,000.00	10,000.00	8,000.00
Car Show Entry Fees	4,000.00	4,000.00	4,000.00	5,975.00
Total	15,000.00	15,000.00	14,000.00	13,975.00

**Friendswood Chamber of Commerce
Budget Proposal**

	2020 Budget	2021 Budget	2022 Budget	2021 Thru Oct
Holidays				
Christmas Sponsor	1,000.00	1,000.00	1,000.00	-
Halloween Sponsor	1,500.00	1,500.00	2,500.00	2,550.00
Booth Revenue	2,500.00	2,500.00	2,000.00	1,950.00
Total	5,000.00	5,000.00	5,500.00	4,500.00
Other support				
E-News Revenue	3,000.00	3,000.00	1,000.00	725.00
City Contract	20,000.00	20,000.00	20,000.00	20,000.00
Board Room Rent	8,000.00	7,000.00	2,800.00	2,050.00
Other Income	1,000.00	1,000.00	1,000.00	1,222.09
Interest Earned	-	-	-	-
Total	32,000.00	31,000.00	24,800.00	23,997.09
Leadership Revenue	-	-	-	-
Luncheon				
Meal Revenue	20,000.00	20,000.00	22,500.00	18,680.00
Sponsorship	4,000.00	4,000.00	5,000.00	4,700.00
Spotlight Table	1,000.00	1,000.00	500.00	-
Total	25,000.00	25,000.00	28,000.00	23,380.00
Total Income	363,150.00	358,350.00	359,800.00	288,832.34
Expenses				
Lemonade Day	12,500.00	7,500.00	7,500.00	2,611.57
Ambassador Name Tag	250.00	250.00	100.00	-
Business Expo Expense				
Business Expo Expenses	7,000.00	7,000.00	7,000.00	585.00
Total	7,000.00	7,000.00	7,000.00	585.00
Sportsman Raffle				
Sportsman Raffle Expenses	21,000.00	21,000.00	23,500.00	767.19
Total	21,000.00	21,000.00	23,500.00	767.19
Membership Expense				
Awards, Plaque	1,500.00	1,500.00	1,500.00	2,121.58
Other	-	-	-	534.00
Total	1,500.00	1,500.00	1,500.00	2,655.58
Chairmans Gala	-	-	-	-
Chairmans Gala Current Year	11,000.00	11,000.00	11,000.00	19,507.58
Chairmans Gala Ensuing Year	6,000.00	6,000.00	6,000.00	-
Total	17,000.00	17,000.00	17,000.00	19,507.58
Golf Tournament				
Golf Raffle	1,000.00	1,000.00	1,000.00	-
Golf Expenses	4,000.00	4,000.00	4,000.00	340.14
Total	5,000.00	5,000.00	5,000.00	340.14
July 4th Raffle				
Printing, Signs, Banner, Photo	1,500.00	1,500.00	1,500.00	775.11
Prize	25,000.00	25,000.00	25,000.00	24,100.00
Incentives, Misc	800.00	800.00	800.00	-
Total	27,300.00	27,300.00	27,300.00	24,875.11
Car & Bike Classic	4,500.00	4,500.00	4,500.00	4,500.00
Holidays				
Halloween in the Park	700.00	700.00	500.00	-
Christmas Parade	-	-	-	-
Total	700.00	700.00	500.00	-
Leadership Expense	-	-	-	-
Luncheons				
Meal Costs	17,600.00	17,600.00	15,500.00	12,844.17
Room Charge	2,400.00	2,400.00	4,500.00	4,018.18
Total	20,000.00	20,000.00	20,000.00	16,862.35

**Friendswood Chamber of Commerce
Budget Proposal**

	2020 Budget	2021 Budget	2022 Budget	2021 Thru Oct
Network Breakfast	-	-	-	-
Support Services				
Auto Expense	2,000.00	2,000.00	1,000.00	292.38
Advertising	7,500.00	7,500.00	3,150.00	1,183.40
Bank Charges	100.00	100.00	100.00	-
Building - Depreciation	4,800.00	4,800.00	6,140.00	3,600.00
Building - Interest	3,000.00	2,000.00	2,000.00	1,266.00
Building - Utilities	3,700.00	3,700.00	3,700.00	3,035.94
Building Improvements			3,510.00	-
Computer Expenses	10,000.00	10,000.00	5,000.00	4,773.61
Copier Expenses	1,000.00	1,000.00	600.00	436.37
Continuing Education	1,000.00	1,000.00	1,000.00	505.00
Credit Card Collection	4,000.00	5,000.00	6,200.00	5,214.60
Dues & Subscriptions	2,000.00	3,000.00	2,000.00	1,764.90
Equipment Rental	6,500.00	2,500.00	2,500.00	2,174.48
Insurance - General	15,000.00	19,000.00	19,000.00	16,179.38
Legal & Professional	4,800.00	4,800.00	4,800.00	3,850.00
Meals & Entertainment	7,000.00	7,000.00	7,000.00	3,264.38
Office Supplies	6,000.00	4,000.00	5,000.00	4,573.71
Postage	500.00	700.00	500.00	311.46
Repairs & Maintenance	9,000.00	9,000.00	9,000.00	10,811.57
Salary & Wages	140,000.00	140,000.00	144,200.00	117,287.72
Staff Bonus	3,000.00	3,000.00	3,000.00	-
Telephone	4,500.00	5,500.00	5,500.00	4,939.13
Taxes - Other	-	-	-	-
Taxes - Payroll	11,000.00	11,000.00	11,000.00	572.06
Total	246,400.00	246,600.00	245,900.00	186,036.09
Total Expenses	363,150.00	358,350.00	359,800.00	258,740.61

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: October 3, 2022

Date submitted: 08/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the City of Friendswood Comprehensive Plan.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission and staff have been tasked with updating the Comprehensive Plan. There are several basic components of the plan including land use, transportation and public facilities. The Future Land Use Plan was updated in 2021, and this year, we continue to update the remainder of the plan. The release of the 2020 Census data allows us to collect updated information regarding population, education attainment, age distribution, labor force and housing. This data can be used to help determine goals for future development of the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Six purposes of a Comprehensive Plan include 1) improve the physical environment of the community as a setting for human activities – to make it more functional, beautiful, decent, healthy, interesting and efficient; 2) Promote public interest, the interest of the community at large, rather than the interests of individuals or special groups within the community; 3) Facilitate the democratic determination and implementation of community policies on physical development; 4) Effect political and technical coordination of community development; 5) Inject long range considerations into the determination of short-range actions; and 6) Bring professional and technical knowledge to bear on the making of political decisions concerning the physical development of the community.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Comprehensive Plan Update 10-2022

CITY OF FRIENDSWOOD

Comprehensive Plan Update



Update Plan

In-House Updates

- Baseline Analysis of Existing Conditions
- Major Thoroughfare Plan (transportation)
- Community Facilities Plan
- Utility Plan
- Land Use Plan

Plans being managed by other departments:

- Parks Plan
- Drainage Plan

Outside Consultant

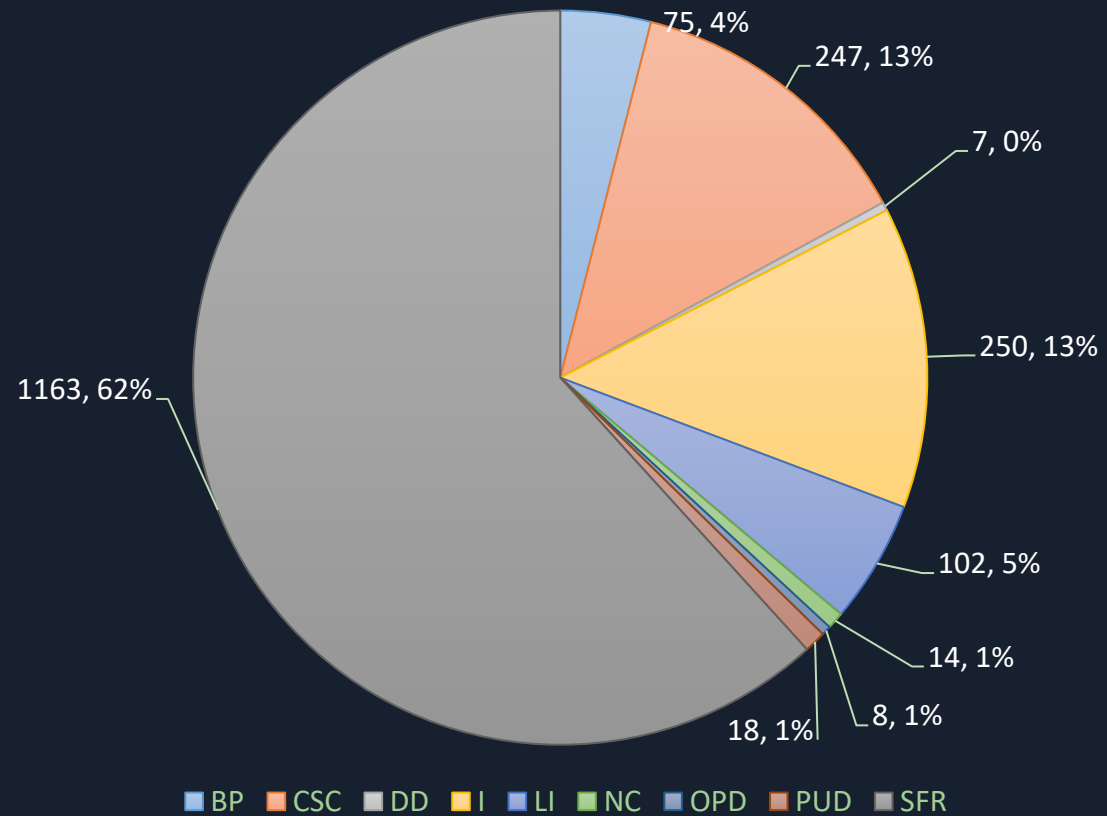
- Any additional Goals & Objectives
- Vision/Goals for future
- Sustainability Plan
- Any other sections



Comprehensive Plan – Land Use

Undeveloped Land

1884 acres
(12/2021)



Comprehensive Plan – Population

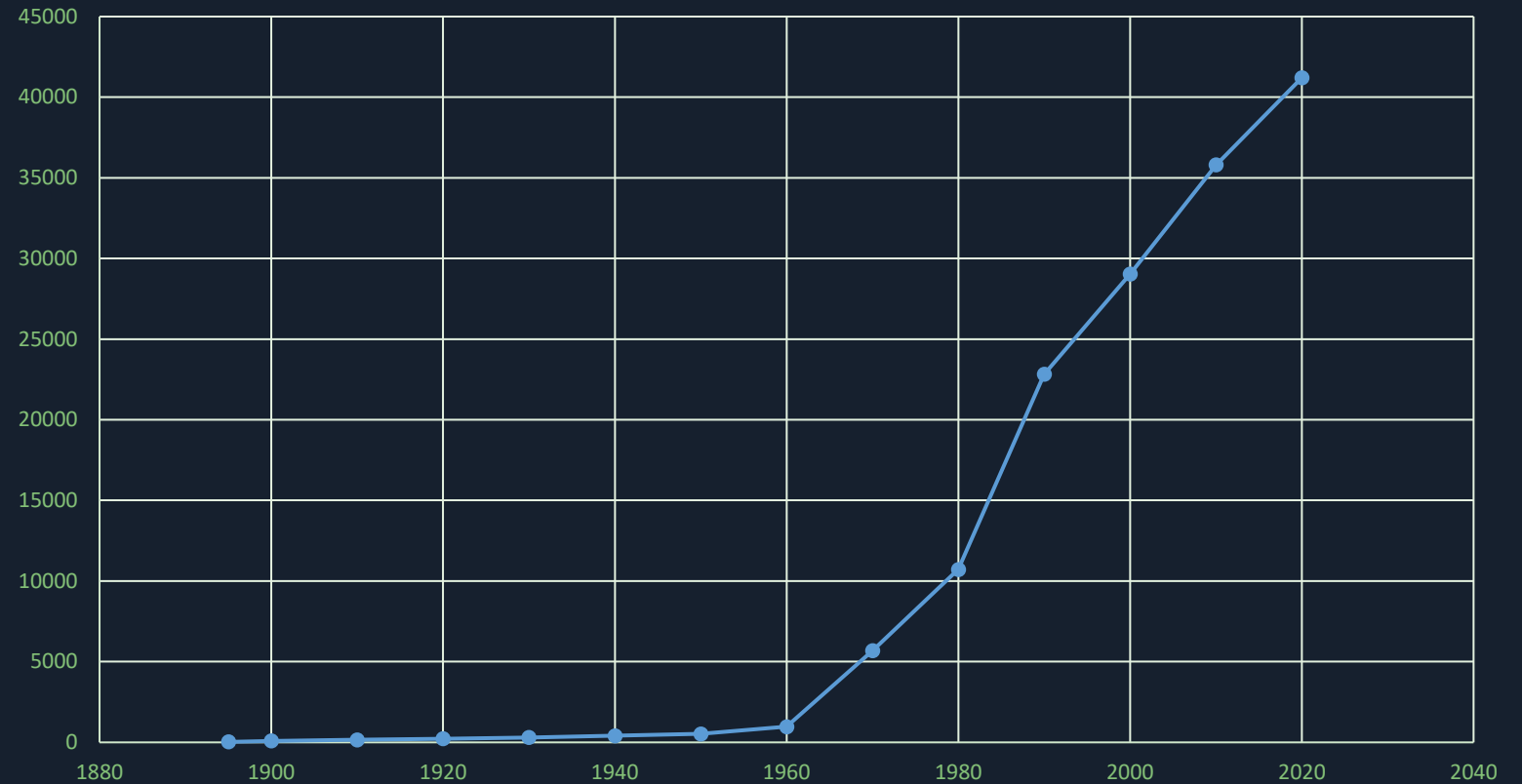
Population
15% increase

Comparable to State and
counties; Pearland and
League City - 38% and
37% respectively

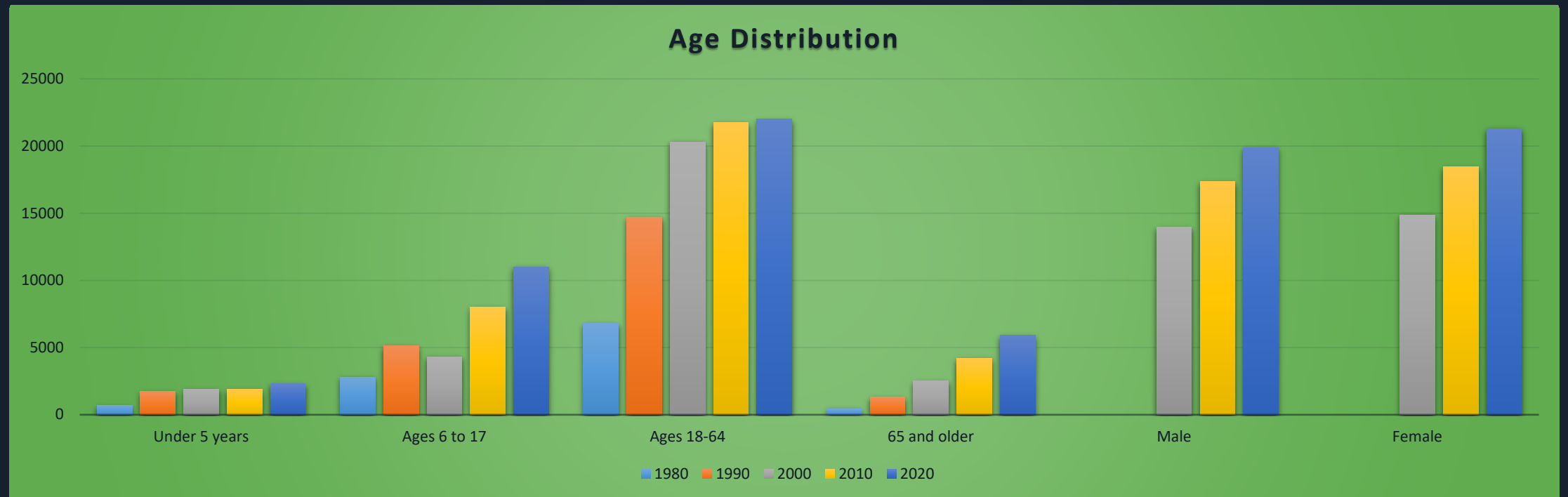
Lowest increase since
1900



City of Friendswood Population
2020 – 41,213



Comprehensive Plan – Age Distribution



Comprehensive Plan – Age & Population

Over 65
population
continues to
increase

Median Age History

1990 - 32.9

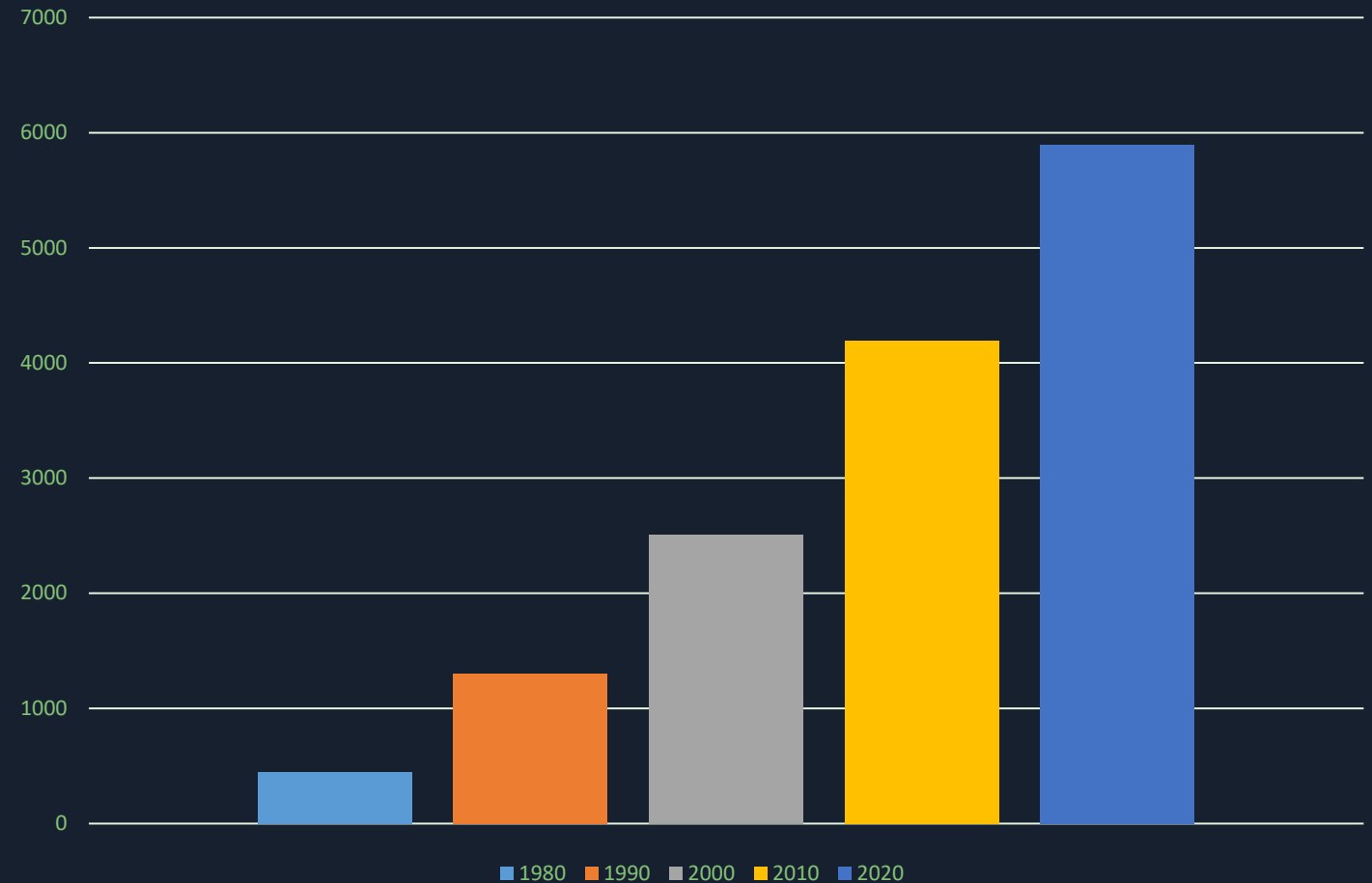
2000 – 37.2

2010 - 40.2

2020 – 41.4



65 and Over Population



Comprehensive Plan – Income

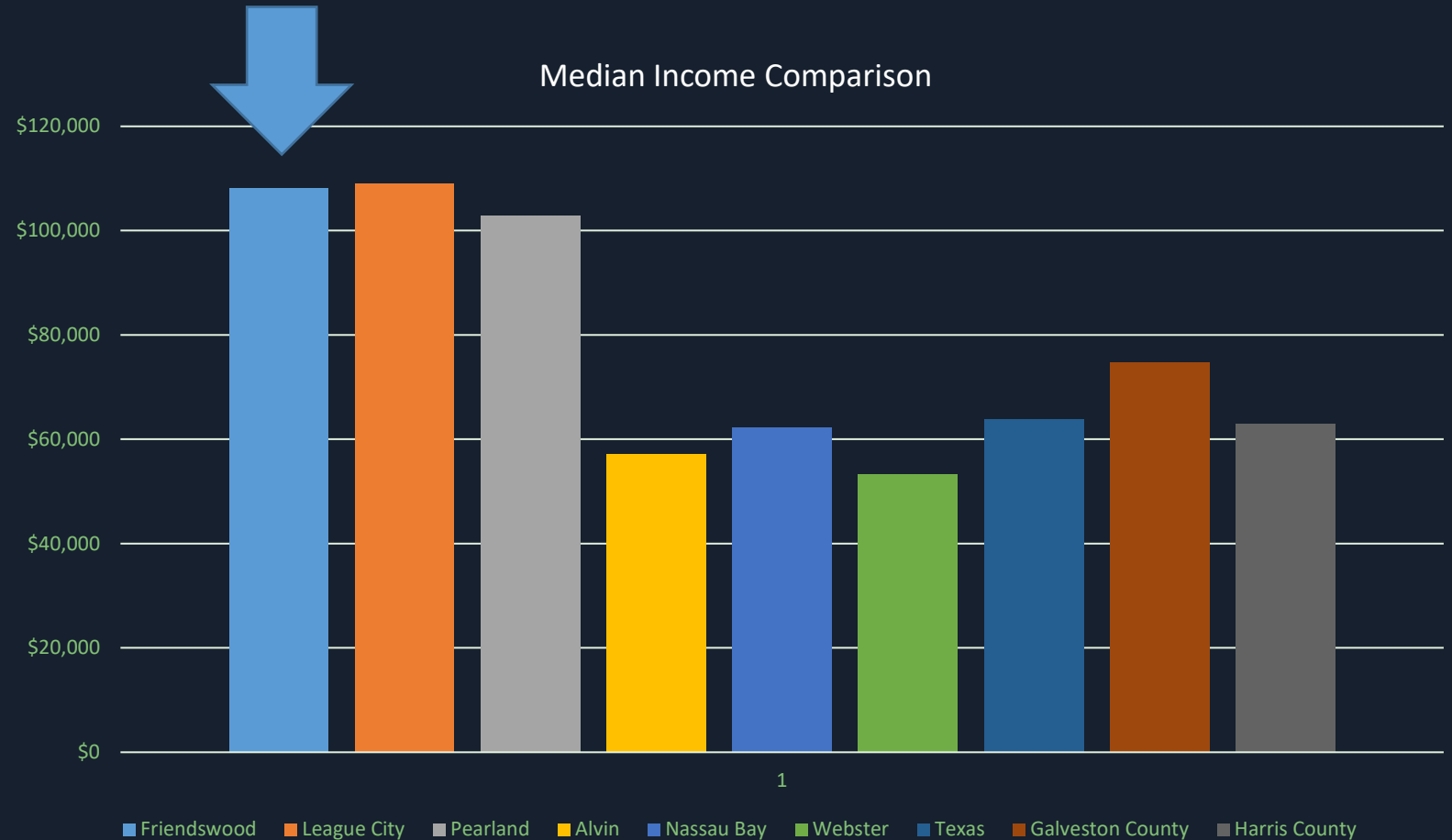
Prior Years

1989 - \$50,492

2000 - \$77,293

2010 - \$99,780

2020 - \$108,135



Comprehensive Plan – Housing

Median Value of owner-occupied housing units

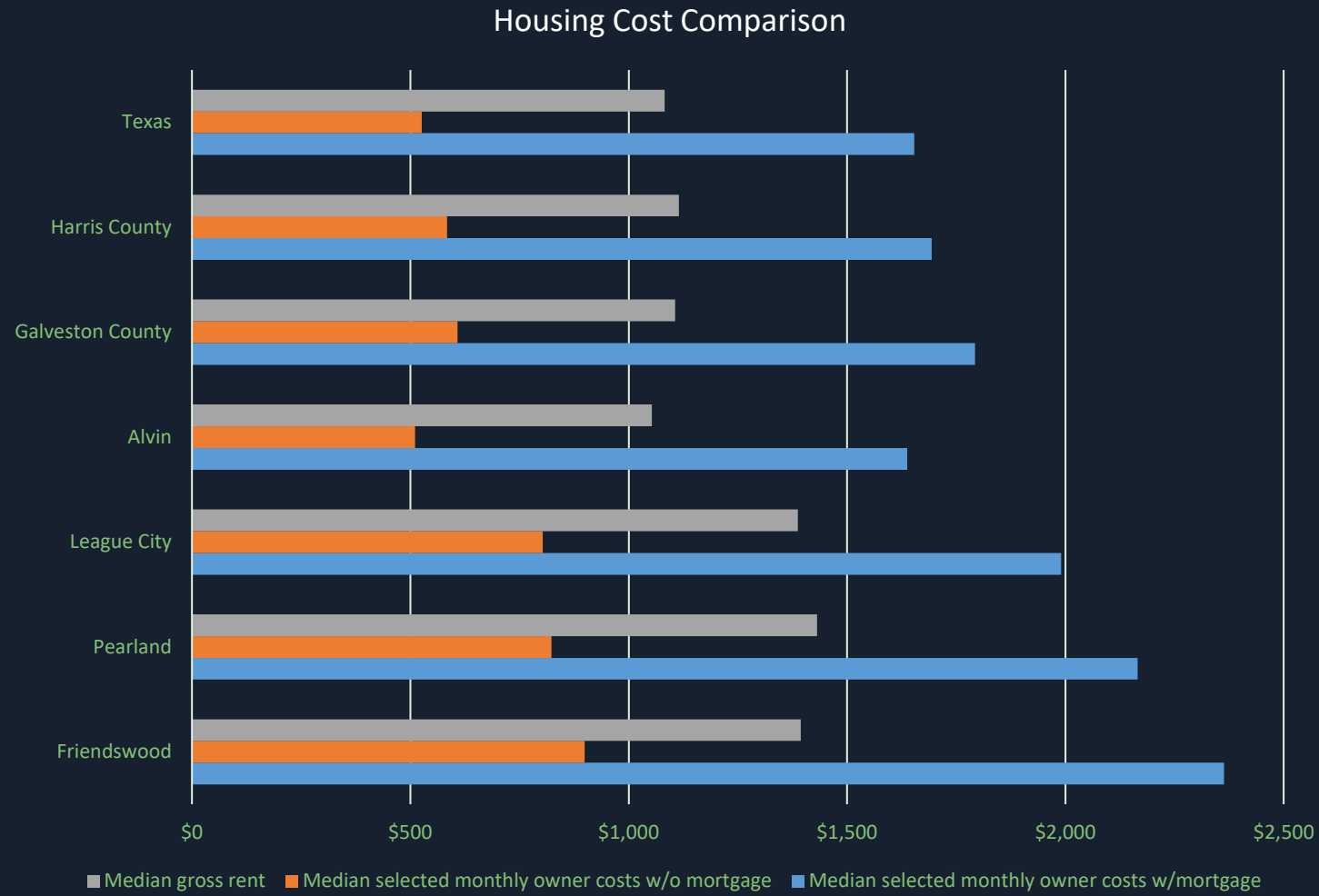


New Census Category: Households with a computer and internet service.

Friendswood 97.7 % of households have a computer and 96.1 percent have a broadband internet subscription compared to the State of Texas 92.7% and 85.1% have broadband internet.

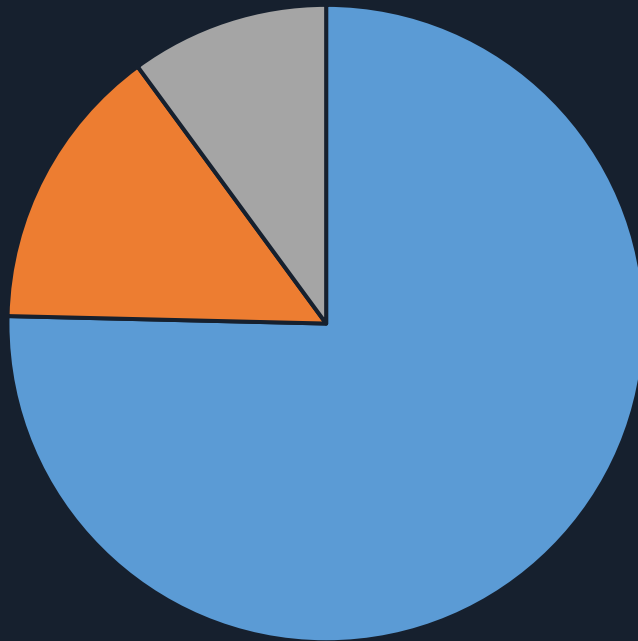


Comprehensive Plan – Housing



Comprehensive Plan – Labor Force

Total Work Force - 20,499
2022 Forecast by Esri



■ White Collar ■ Blue Collar ■ Services

White collar – Management, Business/Financial, Computer/Mathematical, Architecture/Engineering, Life/Physical, Social Sciences, Community/Social Service, Legal, Education/Training/Library, Arts/Design/Entertainment, Healthcare Provider, Sales and Sales Related, Office/Administrative Support

Blue collar - Farming/Fishing/Forestry, Construction/Extraction, Installation/Maintenance/Repair, Production, Transportation/Material Moving

Services – Healthcare Support, Protective Service, Food Preparation/Serving, Building Maintenance, Personal Care/Service

Unemployment

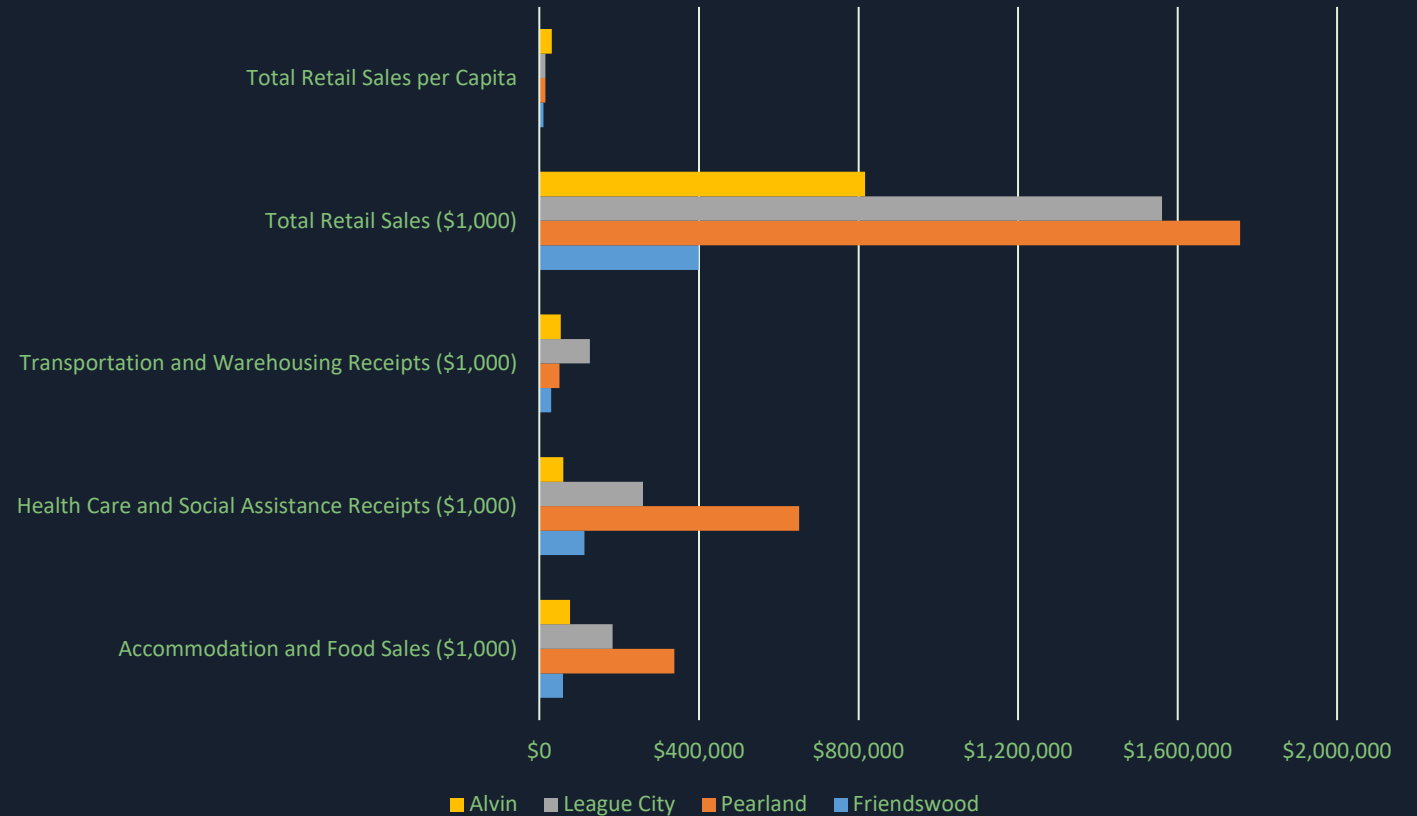
2022 – 2070 people; 2010 – 764 people; 1990 – 474 people



Comprehensive Plan – Economy

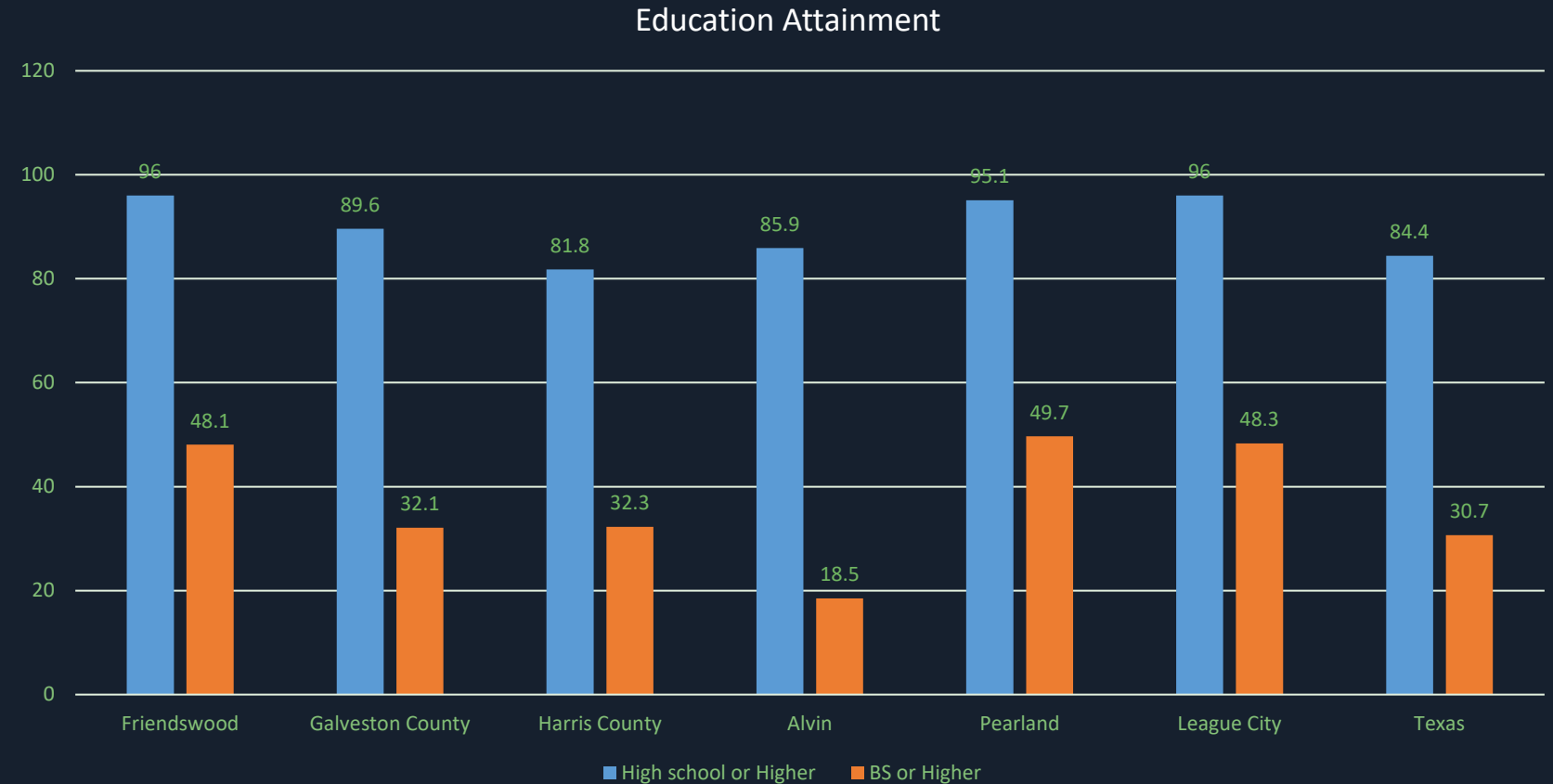
Friendswood is the lowest in all categories except Health Care and Social Assistance

Economy
2020 Census - based on 2017 data



Comprehensive Plan - Education

Most comparable to
League City and
Pearland



Comprehensive Plan – Comparison

Comparison of other Texas cities with Similar Population

	Hurst, Tx	Schertz, Tx	Friendswood, Tx	Coppell, Tx
Population (2020)	40,413	42,002	41,213	42,983
Persons 65 years and over, percent	16.9%	13.4%	14.3%	8.9%
Median value of owner-occupied housing units	\$ 209,000.00	\$ 223,400.00	\$ 300,100.00	\$ 414,000.00
Households	14,340	14,853	13,540	15,231
High school graduate or higher, percent of persons 25 years and older	89.4%	94.8%	96.0%	97.6%
Bachelor's degree or higher, percent of persons 25 years and older	32.5%	37.2%	48.1%	69.5%
Total accommodation and food services sales, 2017	\$ 167,613.00	\$ 80,480.00	\$ 58,828.00	\$ 114,545.00
Total retail sales (2017)	\$ 1,350,011.00	\$ 426,737.00	\$ 399,427.00	\$ 1,821,560.00
Median household income	\$ 64,441.00	\$ 84,527.00	\$ 108,135.00	\$ 128,476.00



Community Facilities

Facility	SQFT	Year Built	# Employees
City Hall	22,320	1994	46
Activity Building*	6,300	1983	3
Public Safety Building	26,108	2008	101
Animal Control	6,695	2013	4
Blackhawk	36,890	1992	61
Library	15,520	1979	22



Community Facilities

Current Projects

Blackhawk facility

Public Safety Building – Phase 2

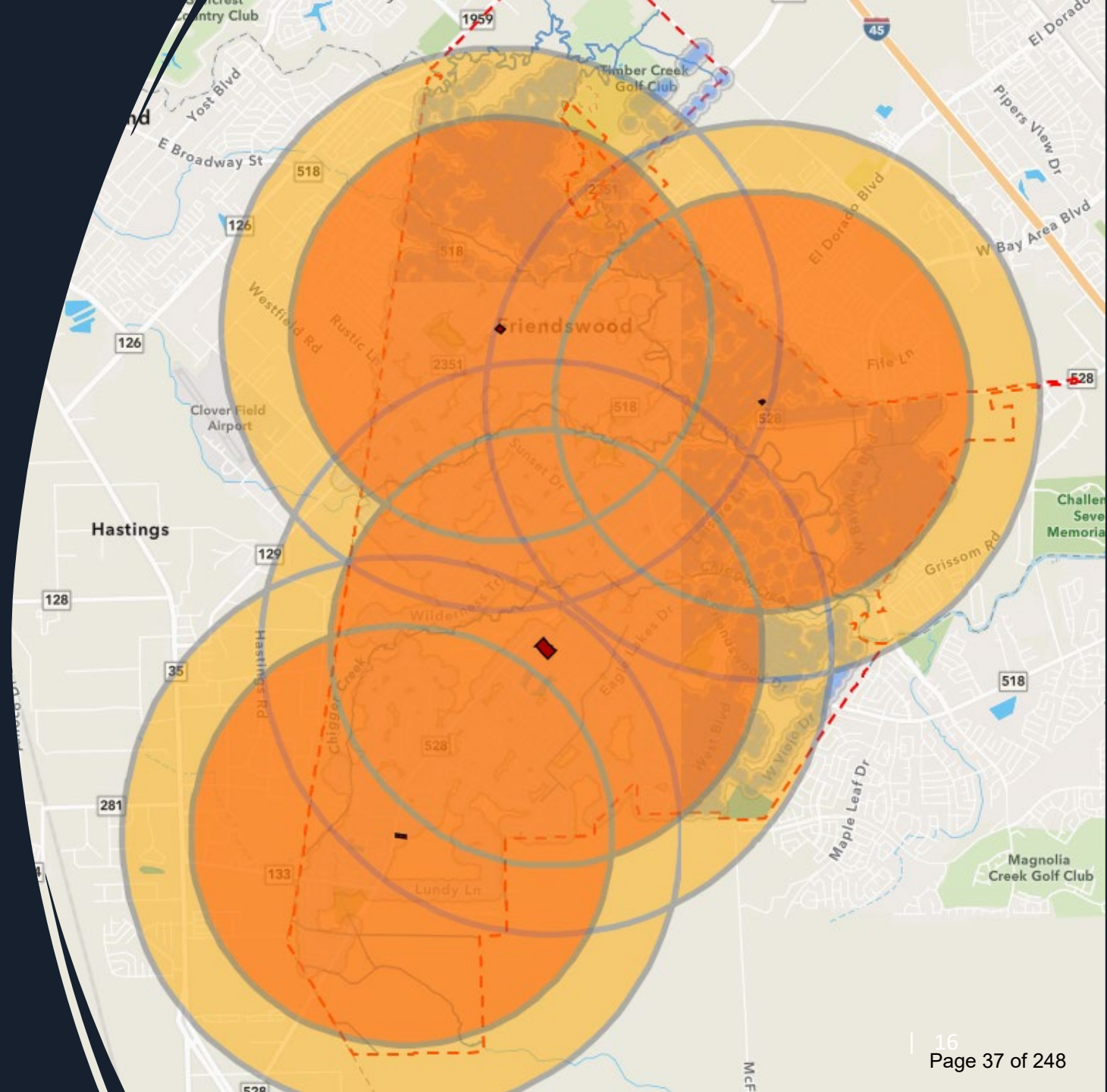
Fire Station #2 - rebuild



Community Facilities – Public Safety

4 Fire Stations

1610 Whitaker Drive
2601 W Parkwood Ave
4402 Laura Leigh
111 Woodlawn



Community Facilities – Vacant Property

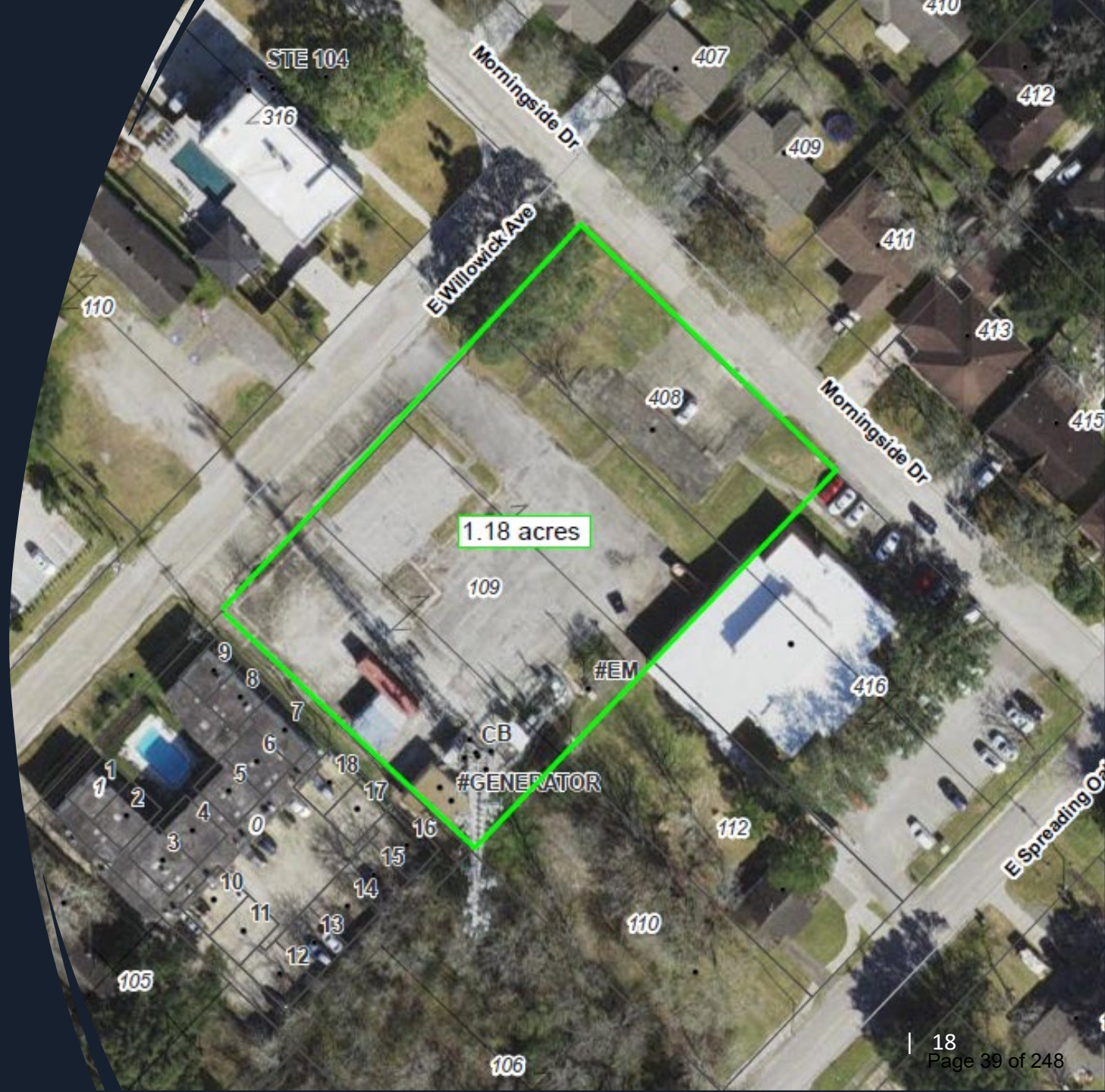
W Parkwood Ave/FM 528

24.69 acres



Community Facilities – Vacant Property

109 E Willowick
408 Morningside Drive
1.18 acres



Comprehensive Plan - Next

Incorporate the following...

- ❖ Parks Master Plan
- ❖ Drainage Master Plan
- ❖ Utility Master Plan



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: October 3, 2022

Date submitted: 09/13/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update on the City's Water System Improvements Project.

Originating Department: Engineering

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

In 2018, City staff highlighted the need to issue Water and Sewer Revenue Bonds to complete utility capital improvement projects. It was decided that the capital projects list would be funded through two revenue bond issuances. The 1st of the 2 bond issuances, \$20M, occurred in December 2018. The City proceeded with issuing the 2nd round of Water and Sewer Revenue Bonds in the amount of \$14.7M in December 2020.

In January 2021, the City had a Request for Qualifications for engineering services in relation to water system improvements. Work to be included under this RFQ included the rehabilitation of ground storage tanks, control panel updates, re-coating of tanks, an update to the City's Utility Master Plan, and creation of a Water Model.

In September 2021, the City entered into a contract with Garver, LLC, who immediately began work on the creation of a water model. Based upon findings from the water model, City Public Works and Engineering staff have worked with Garver to identify immediate and long-term water system needs.

Attached in the backup documentation for this agenda item is a draft Water System Improvements Report. City Staff is actively working with Garver to finalize this report in the coming weeks.

Garver will be presenting an update on this project based upon the findings of a comprehensive investigation into the City's water system.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Work on the City's water infrastructure will ensure it can continue to provide the highest level of service to current and future residents.

RECOMMENDATIONS

ATTACHMENTS

1. WaterSystemImp Sept 2022 Council

2. Draft Water Systems Improvement Report



City of Friendswood Water System Improvements

COUNCIL MEETING

October 2022

Agenda



1. Field Conditions and Operations Assessment

2. Water System Assessments

3. Capital Improvements Plan Development

4. Tank Rehab Preliminary Engineering Report

5. Tank Rehab Design and Biding Phase



1. Field Conditions & Operations Assessment

Wire-to-Water Test

Surface Water Plant No. 1

Pump No.	Current Operating WTW Efficiency	WTW Efficiency After Adjustments	Condition
1	72.8%	82.7%	Good
2	75.3%	82.1%	Excellent
3	80.1%	82.4%	Excellent
4	75.6%	82.5%	Excellent

Surface Water Plant No. 2

Pump No.	Current Operating WTW Efficiency	WTW Efficiency After Adjustments	Condition
1	72.8%	N/A	Good
2	N/A	N/A	Not in Operation
3	61.1%	79.6%	Excellent
4	52.6%	80.6%	Excellent

Condition Assessment Summary

Surface Water Plant No. 1

Priority Grouping	BRE Range	Asset Count
High Exposure	$75 \leq \text{BRE} \leq 100$	0
Medium Exposure	$45 \leq \text{BRE} < 75$	2
Low Exposure	$0 < \text{BRE} < 45$	48

Surface Water Plant No. 2

Priority Grouping	BRE Range	Asset Count
High Exposure	$75 \leq \text{BRE} \leq 100$	0
Medium Exposure	$45 \leq \text{BRE} < 75$	2
Low Exposure	$0 < \text{BRE} < 45$	64

Water System Assets BRE

Priority Grouping	BRE Range	Asset Count
High Exposure	$75 \leq \text{BRE} \leq 100$	0
Medium Exposure	$45 \leq \text{BRE} < 75$	58
Low Exposure	$0 < \text{BRE} < 45$	406

2. Water System Assessment

Report Sections Summary

Section	Description
Section 2 – Introduction	Provides background for the WSI Report.
Section 3 – Existing Water System	Describes the existing water system and system design and evaluation criteria.
Section 4 – Population and Demand Projections	Updates the population and water demand projections for the City's water system through buildout.
Section 5 – Facility Conditions Assessments	Summarizes the condition assessment of the City's water system assets, which included visual inspection to derive condition-based scores, desktop hydraulic evaluation, wire-to-water testing, and operator interviews. The assessment results are provided in detail in the Condition Assessment Technical Memo included in Appendix A.
Section 6 – Hydraulic Model Development and Calibration	Describes development of a new all-pipes hydraulic model of the City's water system.
Section 7 – Water system Assessment	Evaluates the existing and future water system scenarios and describes the process developed to identify the preferred system improvements.
Section 8 – Capital Improvement Program	Presents the Capital Improvement Program for the City's water system based on the projects identified in Section 7.

Evaluation Criteria

Criteria	Limiting Source	Description
Minimum Pressure	TCEQ	35 psi
Total Storage	TCEQ	200 gallon per connection
Elevated Storage	TCEQ	100 gallons per connection (>80 ft above highest service)
Pump Capacity	TCEQ	Peak hourly demand with the largest pump out of service (0.6 gpm per connection if >200 gallons/connection elevated storage)
Minimum Water Line Size	Friendswood DCM	6" (1 hydrant), 8" (>1 hydrant)
Dead-end Lines	Friendswood DCM	8" to second-to-last hydrant, then 6" (not to exceed 800 ft)
Fire Flow Rate	Friendswood DCM	IBC Table B105.1, 1,000 gpm minimum residential, 1,500 gpm minimum commercial
Fire Flow Pressures	TCEQ	Minimum pressure of 20 psi
Maximum Flow Velocity	AWWA (guideline)	5 ft/s (guideline to identify hydraulic constraints)
Maximum Head Loss Gradient	AWWA (guideline)	7 ft/1,000 ft for smaller pipes (diameter < 16 inches) 3 ft/1,000 ft for larger pipes (diameter ≥ 16 inches)



2. Water System Assessment

Water Systems Facilities

Table 3-2: Ground Storage Tank Summary

Tank	Number of Tanks	Volume (MG)
SWP 1	2	1 (0.5 MG each)
SWP 2	2	2 (1 MG each)
GWP 2	1	0.35
GWP 3	1	0.5
GWP 4	1	0.5
GWP 5	1	0.5
GWP 6	1	0.5
GWP 7	1	0.5

Table 3-1: Elevated Storage Tank Summary

Tank	Capacity (MG)	Highest Service Elevation	Low Water Level Elevation	Height Above Highest Service Elevation
EST 1	1	38	142	104
EST 2	1	38	138	100

Water Line Inventory

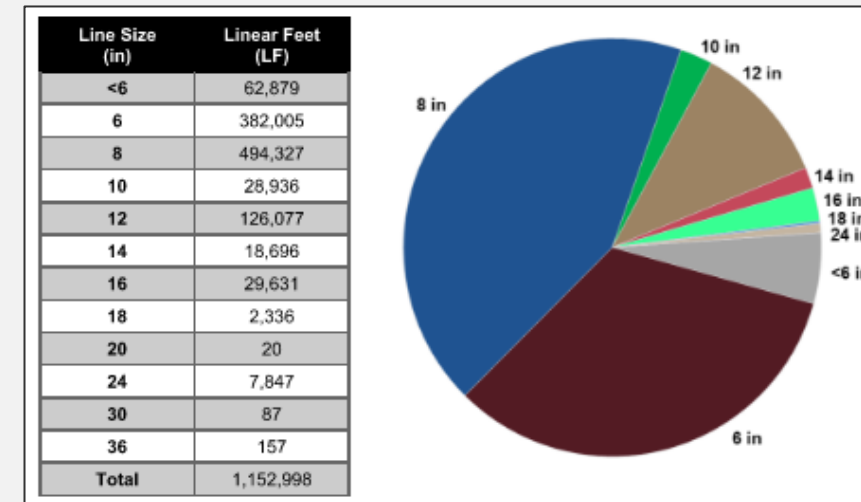


Table 3-3: Pump Characteristics for SWP 1

Criteria	Unit
Number of Pumps	4
Horsepower	75
BEP (gallons per minute [gpm])	1,200
TH (ft)	145

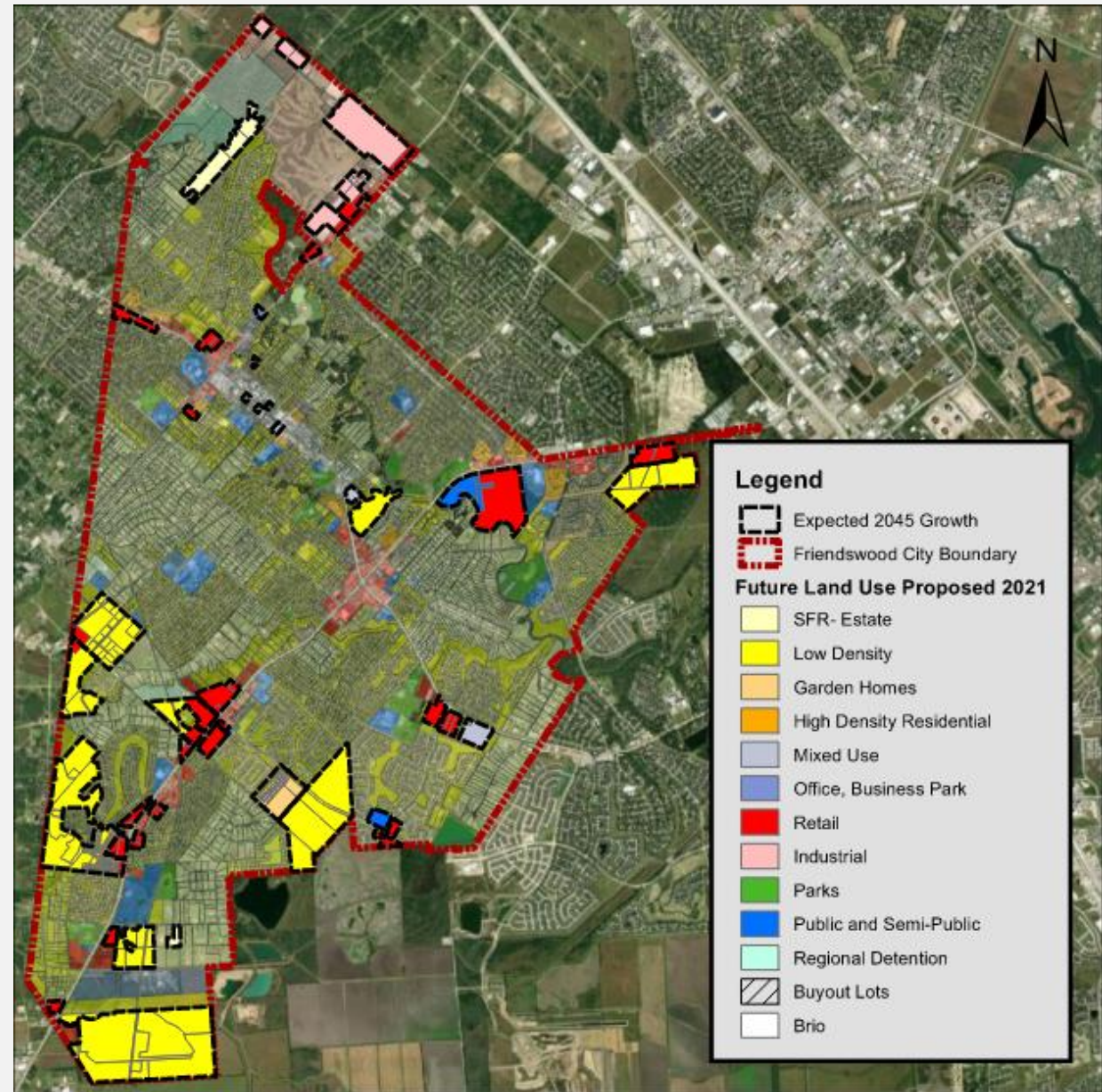
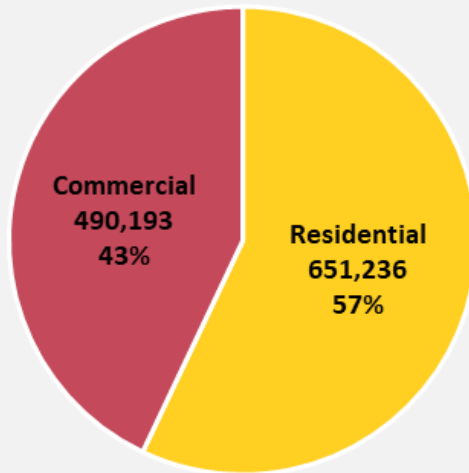
Table 3-4: Pump Characteristics for SWP 2

Criteria	Unit
Number of Pumps	4
Horsepower	250
BEP (gpm)	4,000
TH (ft)	200



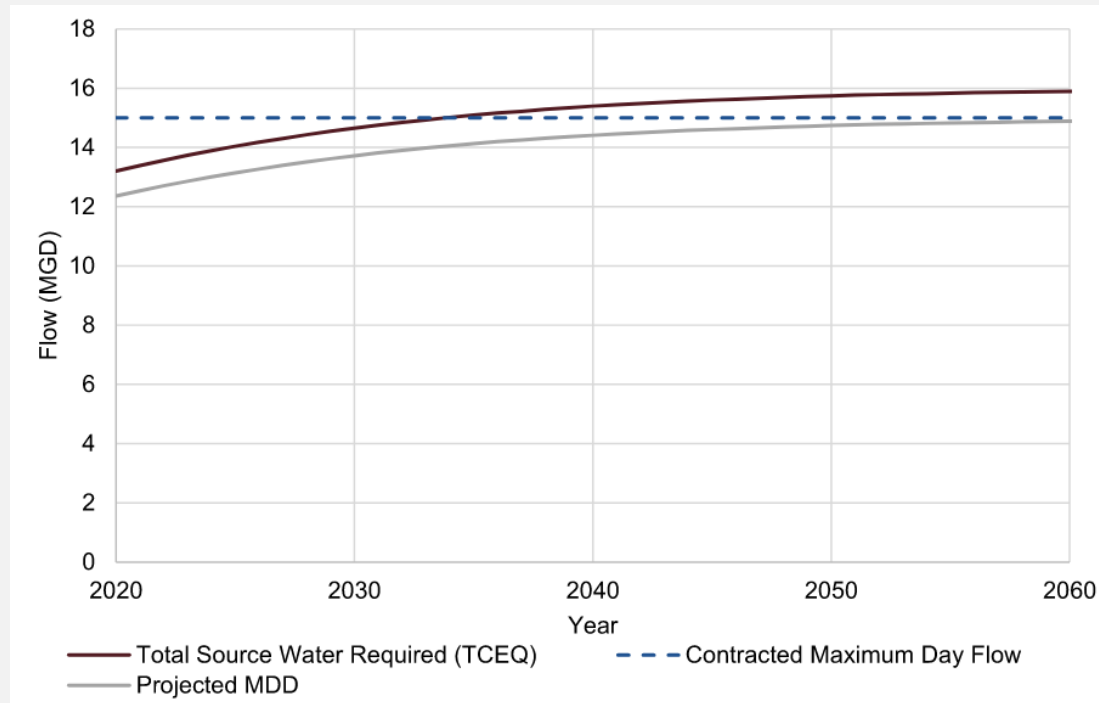
2. Water System Assessment

- Growth Areas



2. Water System Assessment

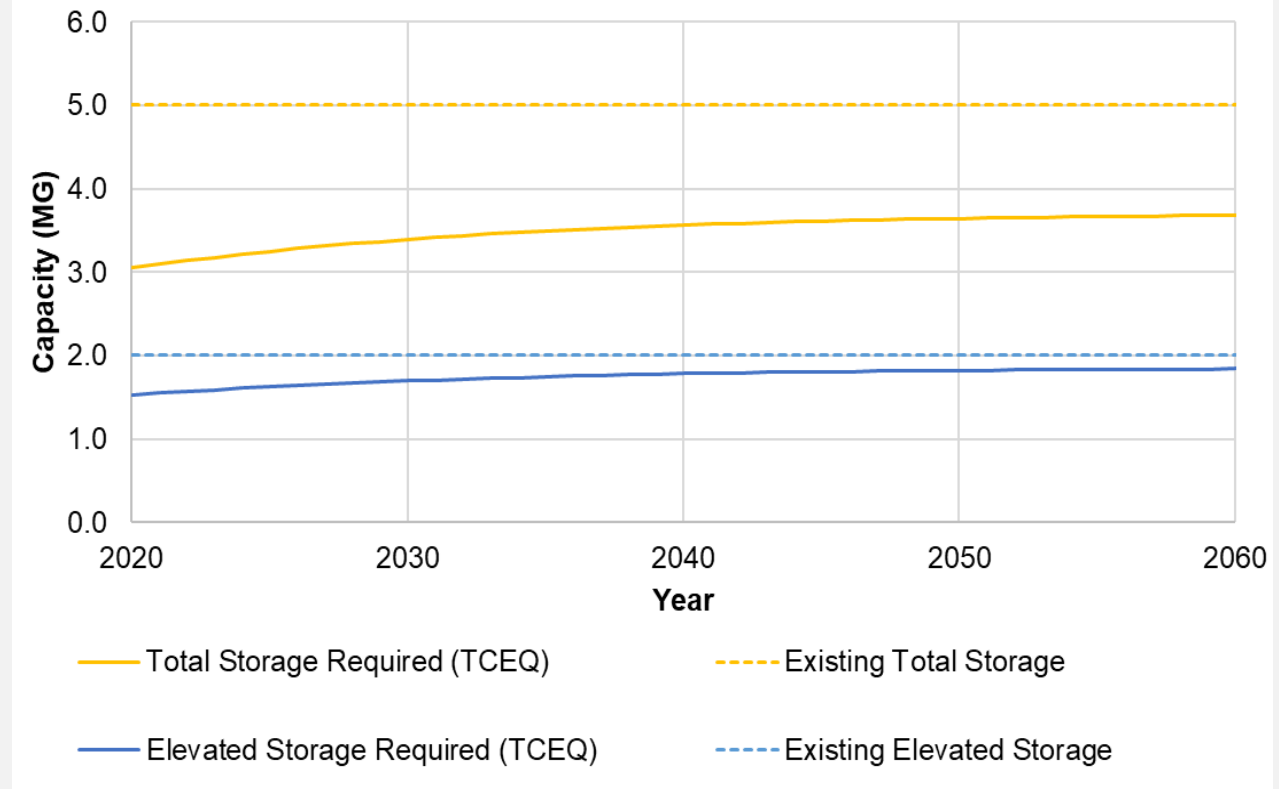
Source Capacity



Adequate Source Capacity, TCEQ requires:

- 0.6 gal/connection total

Storage Capacity



Adequate Storage Capacity for Projected Demands, TCEQ requires:

- 200 gal/connection total
- 100 gal/connection elevated

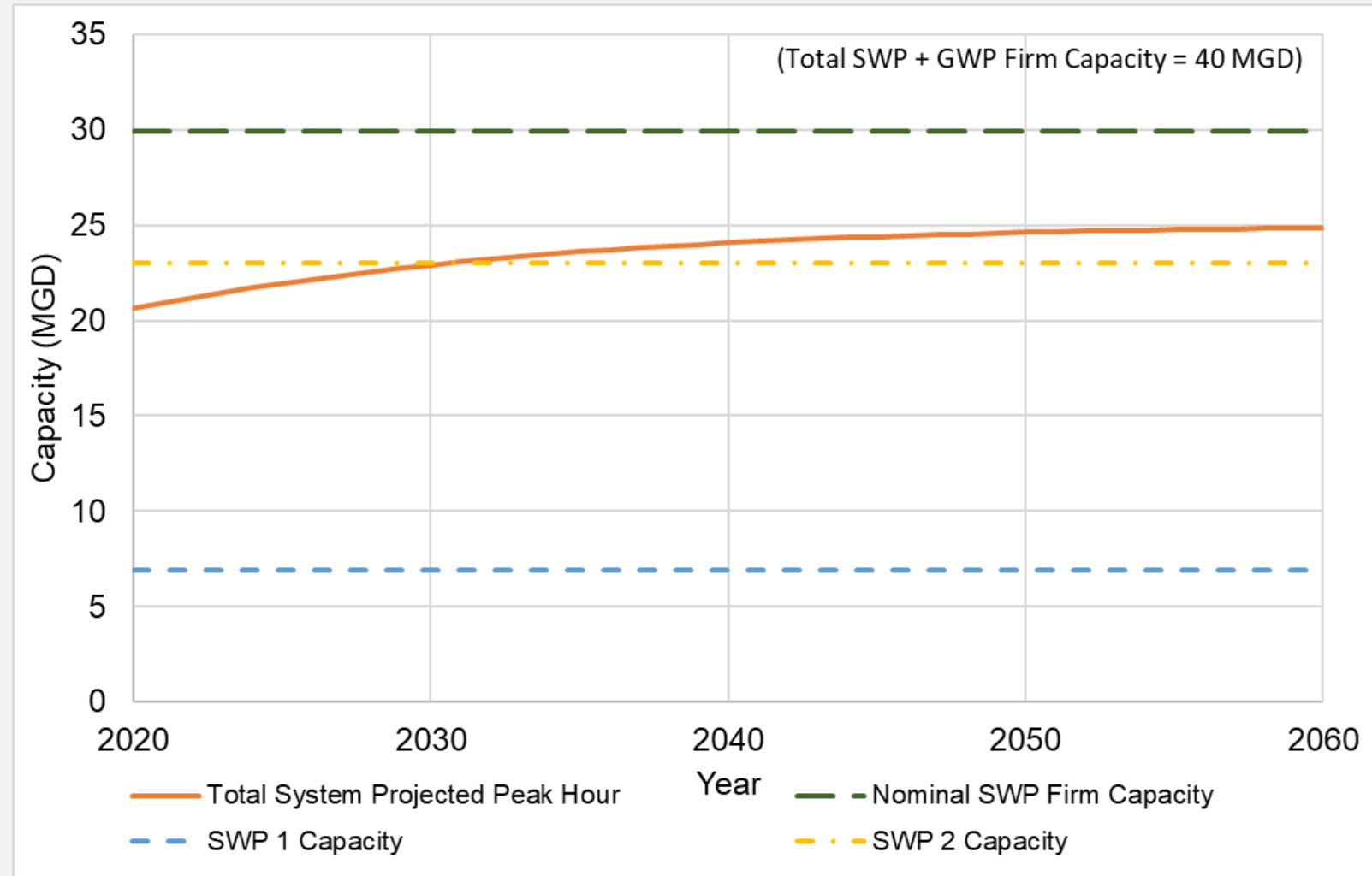


2. Water System Assessment

Pumping Capacity

Adequate Total SWP Firm Capacity for Projected Demands

TCEQ requires firm pumping capacity of peak hour demand unless most storage is elevated

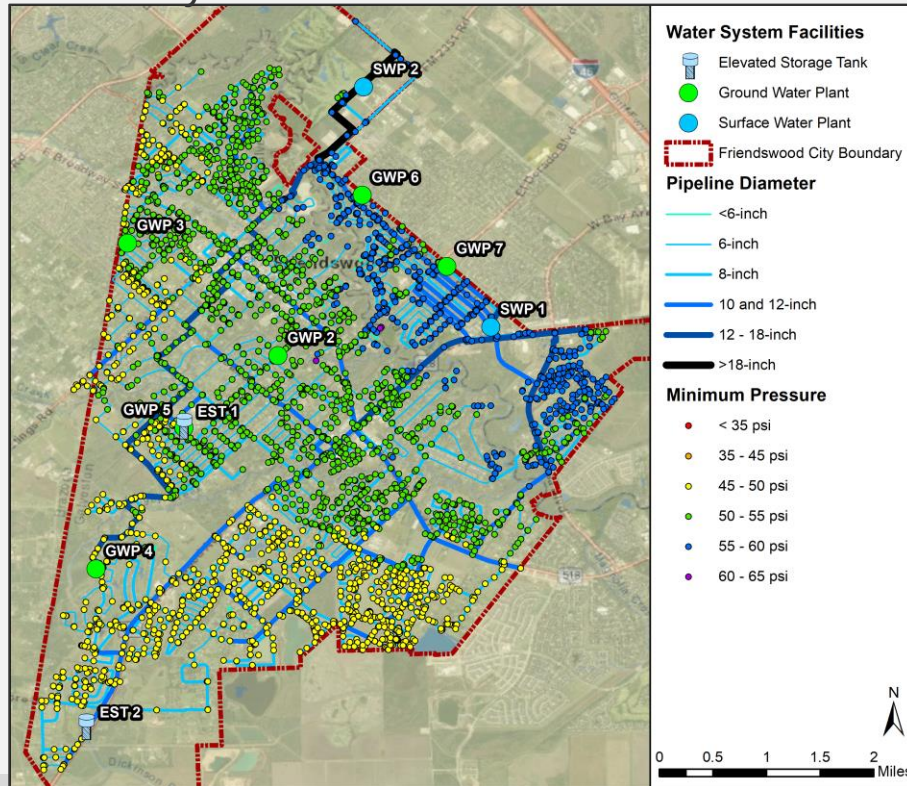


2. Water System Assessment

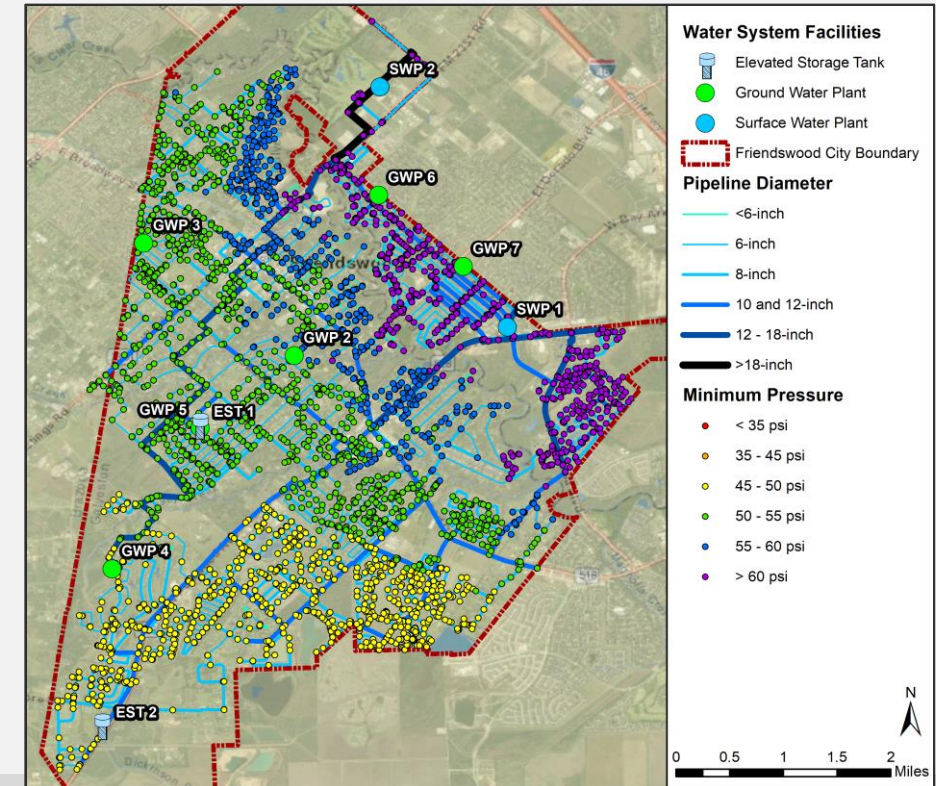
Minimum Pressure

TCEQ requires service pressures
>35 psi, except during emergencies

Maximum Month
System Demand= 6.2 MGD



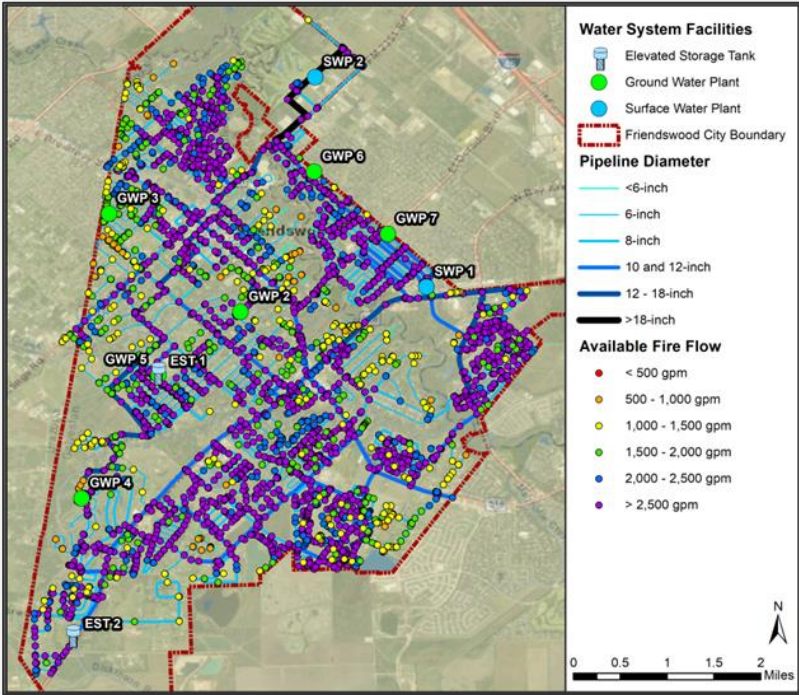
Maximum Day
System Demand= 12.6 MGD



2. Water System Assessment

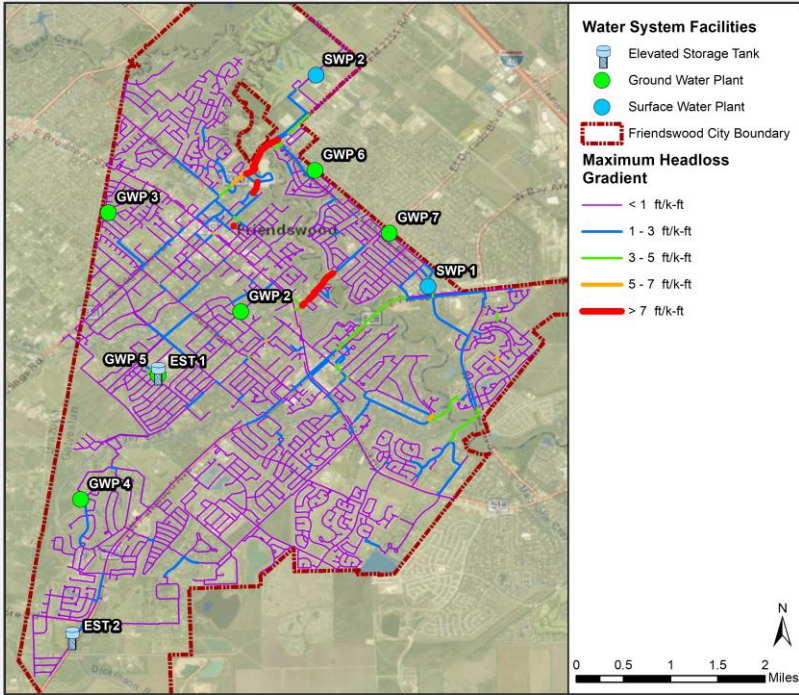
Fire Flow

Maximum Day
System Demand= 12.6 MGD



Maximum Velocity

Maximum Day
System Demand= 12.6 MGD



2. Water System Assessment

Water Quality

- Chlorine Residual

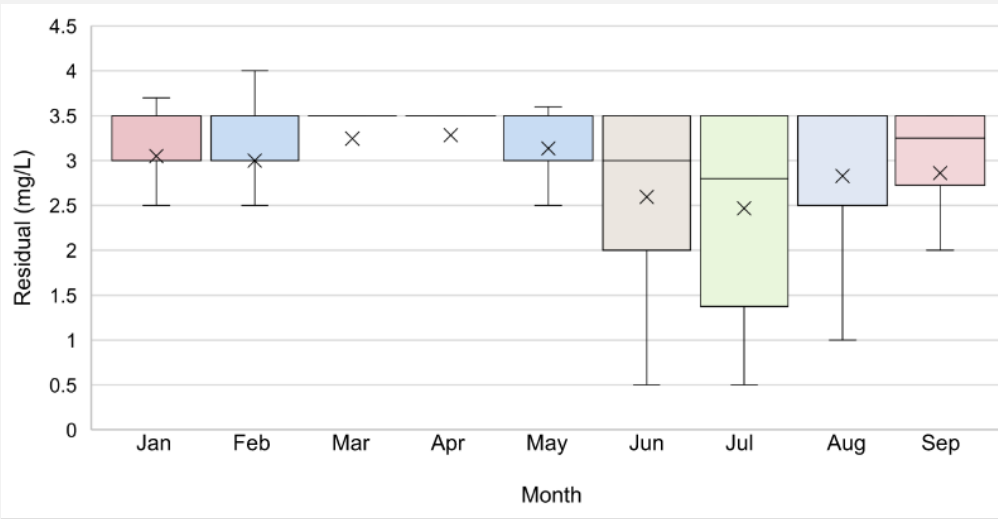


Figure 7-15: 2021 Total Chlorine Residual Box Plots

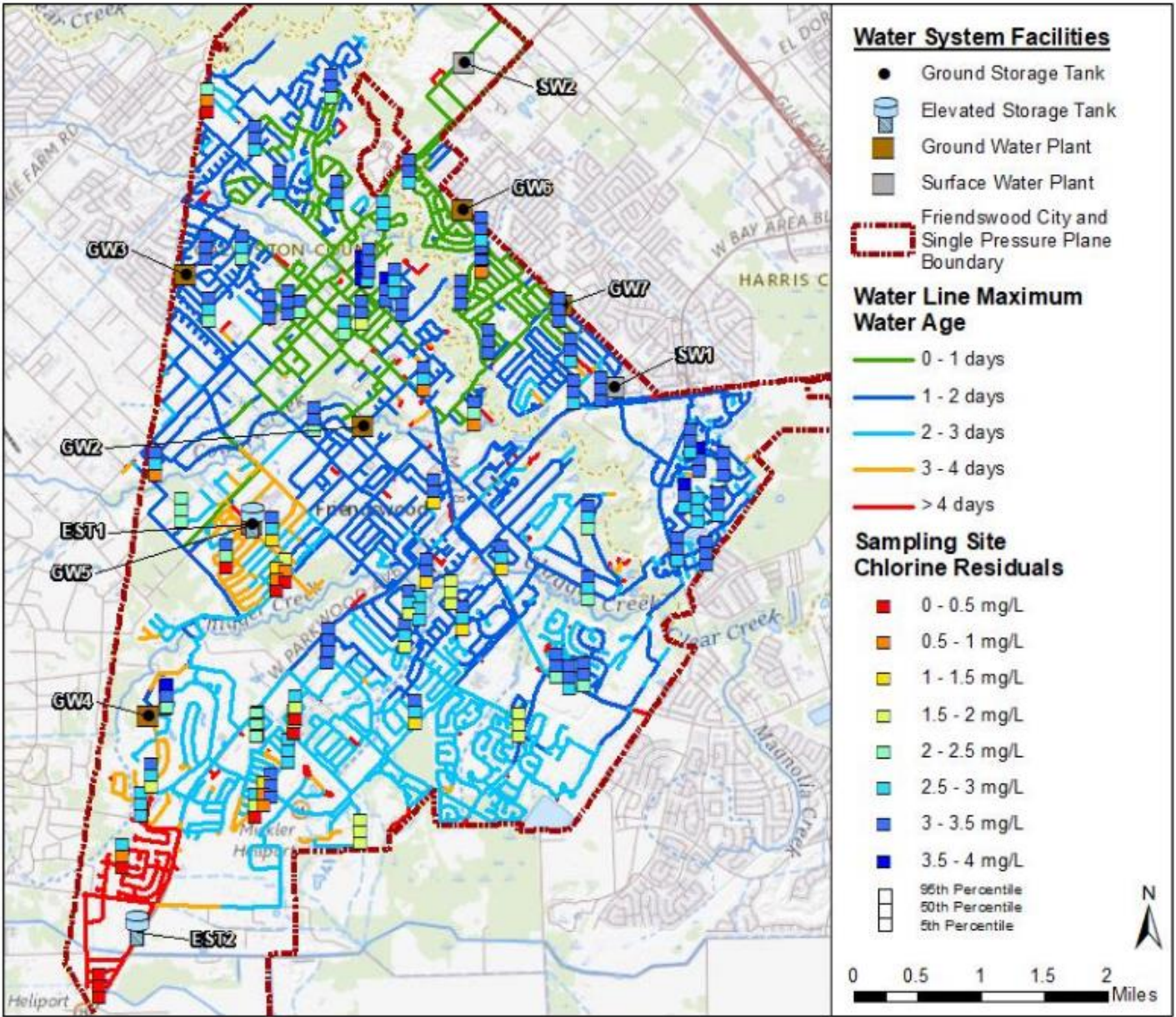


Figure 7-16: Existing System Chlorine Residuals and Water Age Model Results



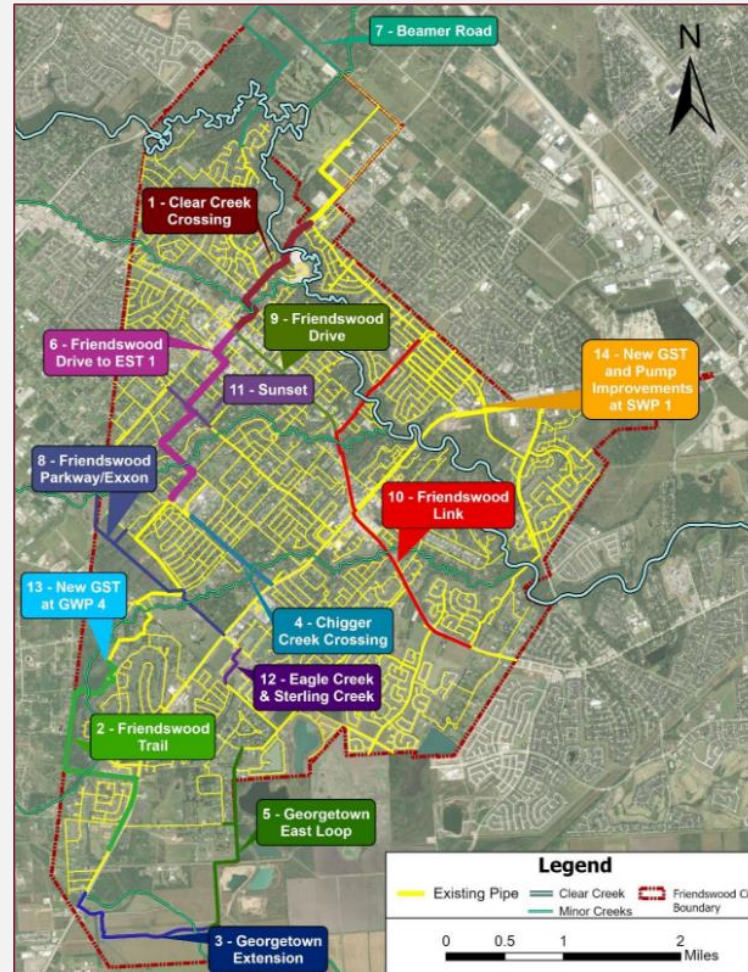
2. Water System Assessment

Existing System Deficiencies/Issues

Criteria	System Deficiency
Supply	None. Current contractual flow limits with the City of Houston are anticipated to be adequate to meet TCEQ requirements through 2033.
Pumping	The firm pumping capacity of the SWPs meets TCEQ requirements. However, the operation of the SWPs is currently limited by the downstream transmission main capacity. Additionally, the SWP 1 pumps do not have adequate capacity to operate effectively in parallel with SWP 2 while maintaining adequate EST water levels.
Storage	None. Tank volumes meet TCEQ total and elevated storage requirements for anticipated developments through buildout.
Minimum Pressure	None. Minimum pressures are above the TCEQ requirement of 35 psi as long as water levels in the ESTs are maintained above the design low water levels for each tank.
Fire Flow	Available fire flow is above the minimum requirement of 1,000 gpm apart from hydrants at small-diameter dead-end pipes.
Velocity/ Head Loss Gradient (guideline)	The transmission mains crossing Clear Creek do not have sufficient capacity to convey flow supplied by SWP 2 south to the ESTs. This deficiency limits pump operations at the ESTs and results in higher than desired service pressures north of Clear Creek during periods of high demand.
Water Quality	Low total chlorine residuals have been observed near the ESTs and at multiple sample locations that appear to be influenced by the tanks. These low chlorine residuals are consistent with hydraulic model results showing high water age in the ESTs due to a lack of tank cycling. Inadequate tank mixing may also contribute to the low chlorine residuals. Nitrification has also occurred in an area of the system that is impacted by ESTs, and in a high water age area. Additionally, elevated lead and copper levels have been observed in the system.

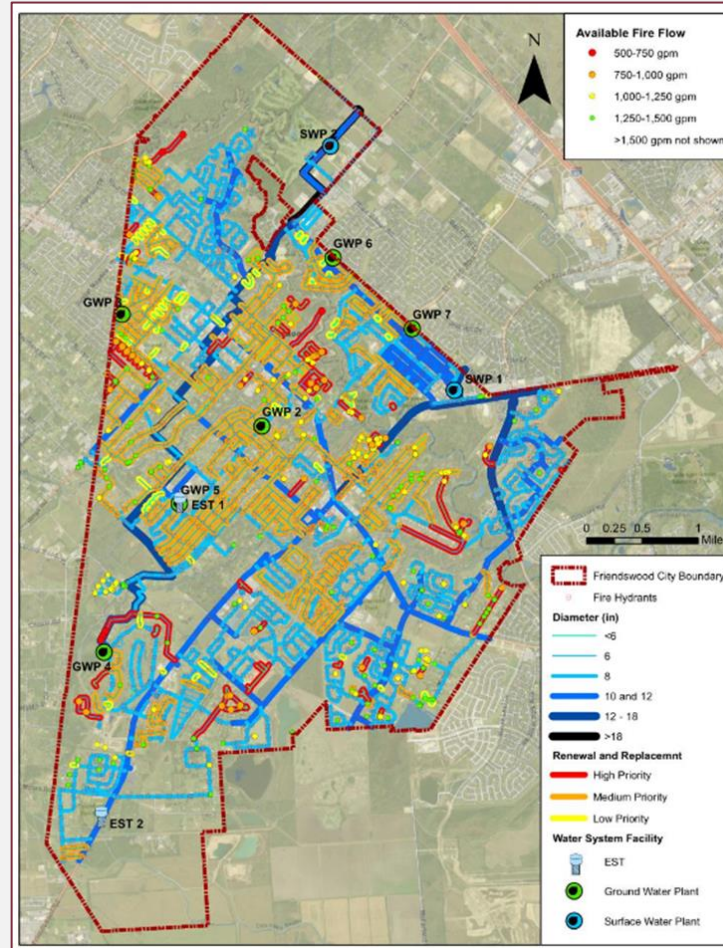


3. Water System Improvements



3. Water System Improvements

Priority	Length (LF)
Low	26,838
Medium	301,791
High	72,463



4. Tank Rehab Preliminary Engineering Report

Water Plant No. 4 GST-1

- GST 1 should be fully rehabilitated
- Estimated construction cost of \$426,800



Water Plant No. 3 GST-1

- GST 1 should be fully rehabilitated
- Estimated construction cost of \$421,500



4. Tank Rehab Preliminary Engineering Report

Ground Storage Tanks at Surface Water Plant No. 1 GST-1 and GST-2



- GST 1 to be replaced
- Estimated construction cost of \$1,254,000.00



- GST 2 should be fully rehabilitated
- Estimated construction cost of \$438,500

Elevated Storage Tank No. 2

- It should be fully rehabilitated
- Estimated construction cost of \$497,400



5. Tank Rehab Design and Bidding Phase

90% Design:

- Rehabilitation 0.5 MG GST No 1 at Water Plant No 3
- Rehabilitation 0.5 MG GST No 1 at Water Plant No 4
- Rehabilitation 0.5 MG GST No 2 at Surface Water Plant No 1
- Rehabilitation 1.0 MG EST No 2

60% Design:

- Construction of 0.5 MG GST No 1 at Surface Water Plant No 1

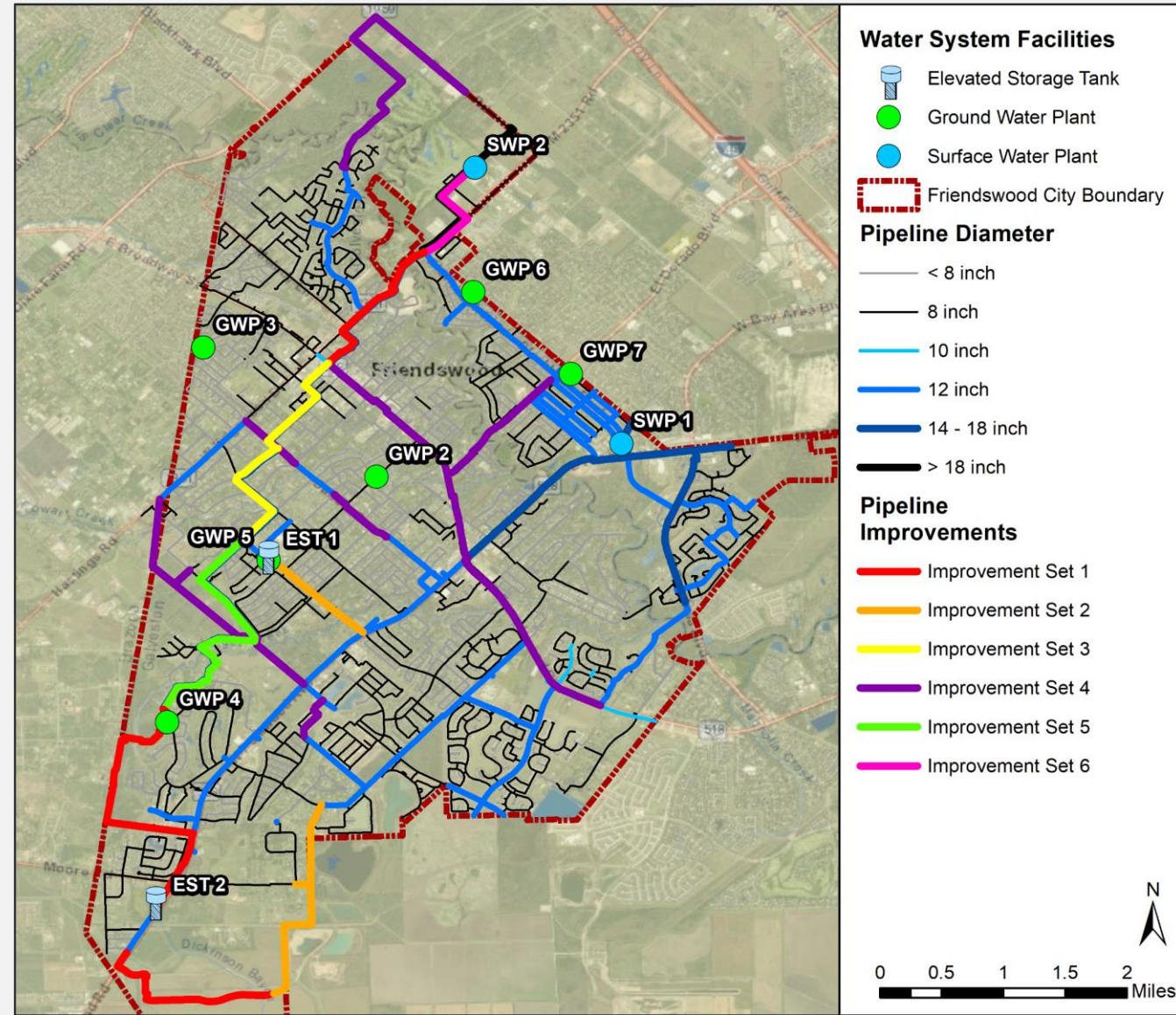
Existing System Limitations

- Transmission Capacity across Clear Creek and Chigger Creek is Limited
 - SWP 2 discharge pressures >80 psi are required to maintain at least 10% volume in EST 2 and prevent low pressure events
 - EST 1 and EST 2 operate with up to a 15-foot HGL difference
- Pumps at the Surface Water Plants are designed for different head conditions
 - SWP 1 BEP = 3 MGD at 140 ft TH (currently operates near the BEP)
 - SWP 2 BEP = 6 MGD at 200 ft TH (currently operates near minimum speed)



Improvement Goals

- Reduce high headloss and velocity through existing 16-inch Clear Creek Crossing
- Reduce maximum system pressure to below 80 psi
- Maintain minimum system pressure above 45 psi
- Reduce EST 1 and EST 2 HGL difference to 4 feet or less
- Increase system resiliency



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: October 3, 2022

Date submitted: 08/23/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance on the first reading 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"; and 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" to codify all of the City's boards, committees, and commissions and update the references to such boards, committees and commissions.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance codifies all of the city's boards, committees, and commissions. The following chart summarizes the changes:

REPEALS	
Chapter/Article/Section	Description
Chapter 2, Art II	The Planning and Zoning Commission is being recodified in Chapter 2, Article II, Division 10.
Chapter 10, Art. VI	The Animal Shelter Advisory Committee is being recodified in Chapter 2, Article II, Division 2.
Chapter 46, Art. II, §46-19	The Library Board of Trustees is being recodified in Chapter 2, Article II, Division 9.
AMENDS	
Chapter/Article/Section	Description
Chapter 14, art. I, §14-3	This section is being amended to remove the creation, composition, etc., of the Construction Board of Adjustment and Appeals ("CBOAA"), which is being recodified in Chapter 2, Article II, Division 5.
Chapter 14, art. II, §14-24	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Building Code to the CBOAA.

Chapter 14, art. III, Div. 2, §14-93	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Electrical Code to the CBOAA.
Chapter 14, art. IV, §14-275	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Plumbing Code to the CBOAA.
Chapter 14, art. VI, §14-300	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Fuel Gas Code to the CBOAA.
Chapter 14, art. X, §14-389	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Residential Code to the CBOAA.
Chapter 2, art. II, Div. 1	This division includes items applicable to all boards, committees, and commissions, unless specifically stated otherwise elsewhere, including: • Attendance • Service term, term limits, vacancies • Rules of procedure, quorum, staff support • Limitation of authority
Chapter 2, art. II, Div. 2	This division pertains to the Animal Shelter Advisory Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 3	This division pertains to the Charter Review Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 4	This division pertains to the Community and Economic Development Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 5	This division pertains to the Construction Board of Adjustment and Appeals, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 6	This division pertains to the Fourth of July Steering Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 7	This division pertains to the Investments Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 8	This division pertains to the Keep Friendswood Beautiful Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 9	This division pertains to the Library Board, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 10	This division pertains to the Planning and Zoning Commission, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 11	This division pertains to the Senior Citizen Advisory Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 11	This division pertains to the Zoning Board of Adjustment, namely its creation, membership, meetings, and duties.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Ordinance - Boards and Commissions

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 investment 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 seek 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;
- (8) To serve as the public art committee to assist in the administration of the city's public art/display policy; and

- (9) 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 3rd day of October, 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 7th day of November, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 3, 2022

Date submitted: 08/23/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution updating the Appointment Policy for Boards, Committees, and Commissions.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution updates the Appointment Policy for Boards, Committees, and Commissions. This item was discussed at the City Council's retreat held on July 9, 2022, and at the City Council's work session held on September 12, 2022. As discussed, the proposed policy:

1. removes items covered by law, including the uniform appointment date, attendance requirements, terms of chair and vice chair, listing of all boards and their duties, and training under the Texas Open Meetings Act, the Texas Public Information Act;
2. addresses when Council Liaison appointments should be made, a procedure for how appointments will be made, and the length of time applications will remain on file; and
3. omits certain administrative matters, including advertising for candidates, prescribing certain forms, and detailing how records are kept.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Appointment Policy
2. Exhibit A - Appointment Policy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AN APPOINTMENT POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES OF THE CITY; REPEALING RESOLUTION NO. R2021-22 AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood has a number of boards, commissions, and committees to which the City Council appoints members; and

WHEREAS, the City Council desires to provide an opportunity for citizens, wanting to serve on these such boards, commissions, and committees, to serve; and

WHEREAS, the City Council adopted an appointment policy via Resolution No. R2021-22 to accomplish this goal, which policy provided procedures and guidelines for such appointments;

WHEREAS, after reviewing such policy, 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, finds that the above-referenced recitals are true and correct.

Section 2. That the City Council of the City of Friendswood, Texas, hereby adopts the Appointment Policy, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That Resolution No. R2021-22 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 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 3rd day of October, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

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Exhibit "A"

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.

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: October 3, 2022

Date submitted: 09/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update on the City receiving a City-County Communications & Marketing Association Award.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City-County Communications & Marketing Association or 3CMA is the nation's premiere network of local government communicators. Each year 3CMA host their Savvy Awards competition and this year Katy Blanchard was awarded first place in the Graphic Design Category for the Fairy Trail Map design.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Fairy Trail Map with Fairies 2022

KEEP FRIENDSWOOD BEAUTIFUL PRESENTS

FRIENDSWOOD FAIRY TRAIL

ROTARY
PAVILION

Don't
mess with
Texas

PLAYGROUND

FAIRY WING
CHAIRS

ROTARY
PAVILION

SPLASH DAD

SWIMMING
POOL

VOLLEYBALL
COURTS

TENNIS
COURTS

BASKETBALL
COURTS

DOLLINATOR
GARDEN

START

CITY HALL

SPONSORED BY

H-E-B

Keep
FRIENDSWOOD
Beautiful

CHECK OFF THE FAIRIES
& TROLS AS YOU FIND THEM.

1	2	3	4	5
7	8	9	10	11
12	13	14	15	16

FRIENDSWOOD FAIRY TRAIL



GERTRUDE - THE ANIMAL FAIRY

Gertrude is a sweet garden fairy who lives in Stevenson Park with her lucky, black cat, “Clover.” She protects animals and insects that live and travel through the park. Gertrude and Clover dislike loud noises but love helping others. On clear, moon-lit nights, Gertrude hums and Clover purrs softly while they work in the KFB Pollinator Garden together. They pull weeds and trim plants so the garden can provide nectar and berries to feed butterflies, dragonflies, beetles and birds. Squirrels sometimes join them, hiding acorns to eat in winter. For fun Gertrude and Clover like to travel about the park on the backs of their Mockingbird friends. Gertrude and Clover eat oranges, lemons, and limes from the citrus trees in the park just like the butterflies do!



FLORA - PLANTS & FLOWERS FAIRY

Flora’s job in the park is to take care of the plants and flowers. She makes sure they are healthy for the animals that need them for food and shelter. She is very good at growing plants and flowers. She likes all the flowers, birds, rain and sunshine. She dislikes litter, when dogs dig in the park, and any chemicals that would hurt the plants. She flies around the park each day and protects all that live in the park. She carries a small pail and ladle that she fills with rain water to keep thirsty plants moist. She hides when humans are near. She rides on the squirrel’s back when she is tired of flying. Her favorite thing to do is take care of caterpillars in the spring and bring acorns to squirrels.



EVERETT - THE EVER CHANGING FAIRY

Everett is a very busy fairy. He is responsible for all the seasonal and holiday changes in the park. He carries a basket with all of his supplies to get the park ready for each change. Everett is constantly moving about and getting ready for the next season or holiday. He sleeps at night and works during the day so when visitors come after school or weekends the park is ready. Everett changes colors to blend in, like a chameleon so he can not be seen while working in the park. Although he’s hard to see, Everett works mostly near the Gazebo where there is lots of activity. He has many animal friends in the Park and loves all the plants because they change just like he does for each season.



APPLE - THE HEALTHY HABITS FAIRY

Apple teaches the fairies and trolls in the park healthy habits. She keeps busy by checking on the plants, fruits and vegetables in the park and in her garden. She wants everyone to eat healthy and take care of themselves, which includes exercising! She worries when she sees anyone eat too much candy, sugar, or junk food on picnics. Apple is everyone’s friend and protects the trees, plants and flowers, and her garden. She flies about the park, checking on everything growing in the park. Apple keeps the other residents stocked with healthy food and always delivers it in a reusable bag!



GRACE & VICTOR - VOLUNTEER FAIRIES

Grace and Victor are twin fairies who cheerfully encourage volunteering in the park! Grace and Victor know two fairies working together are always better than one working alone. When one of the Fairy Trail neighbors needs help on a task or encouragement they gather all the other fairies and trolls to help out! When they see humans working together in the park Grace and Victor light up and twirl around at the tops of the tall shady trees. When you do something to help nature or others be sure to look up, you may see their light too! What keeps Stevenson Park beautiful is tiny little hands working together to create giant victories!



BOB - THE FIRST RESPONDER TROLL

Bob is responsible for keeping all the fairies and trolls safe in Stevenson Park. He responds quickly if anyone gets in trouble or if there is an emergency. He’s always alert, careful, and very neat and clean. Bob likes when everyone plays safe and watches where they walk and run so they do not get hurt. He dislikes it when anyone acts carelessly on purpose and causes injuries or damage to the park. He knows all the fairies and trolls, keeps a careful eye on them, and is always protecting them. Bob’s house is high in the trees, so he can watch over everything. He carries first aid equipment along with a fire extinguisher with him at all times. When you find Bob’s house be sure to give him a SALUTE! He loves to see children!



WENDY - THE FRIENDLY FAIRY

Wendy goes out of her way to make sure all the fairies and trolls are friendly, kind, and courteous to each other. Wendy is always the first to say “hi” or “howdy!” She inspires the other fairies and trolls to stay positive, even through difficulty. Wendy makes sure the park’s equipment and fun activities are accessible for all. Wendy also watches the playground to ensure everyone gets a turn and shares. Sometimes the other Fairy Trail Residents have disagreements, but she gently reminds them to always be friendly and respectful to each other. After all, everyone is different, but everyone has the ability to be friendly.



LITTER LES - THE TROLL YOU DON'T MESS WITH!!

Les wants everyone to “litter less.” Les is very disappointed when kids and bigger people, who act like kids, litter. Les knows not only is litter messy, but it also causes harm to the animals in the park who eat it or try to use it for their nests. Les spends his time leading trash clean-ups and educating the animals and other residents of the Fairy Trail on what is trash and what is not. Please help make his job easier by littering less.



PAIGE TURNER - THE EDUCATION FAIRY

Paige Turner is a fairy who is never without a book in her hand. She is smart and studious and can direct all who visit Stevenson Park to the Little Library to select the perfect book. She believes books can take you to far away, adventurous places. Paige lives in the tall grasses along the edges of the park where it is warm and cozy. She likes it there because the sunlight beams through the trees and gives her the light she needs for reading. At night, Paige prefers to read on park benches under the solar lights. She also spends her time teaching other fairies how to read and how to pick out books they will like. Paige is always on the lookout for others who love to read and share the adventures they experienced through reading. Paige is very friendly and would love to meet you.



FIGGY

Figgy is a busy little squirrel! His job is to make sure everyone is doing their part in keeping his home, Stevenson Park, clean by educating and advocating for a sparkling clean park. Figgy attends special events and enjoys meeting visitors to the park. He greets them by standing up, flicking his fluffy tail and wiggling his nose. His mission is to keep Friendswood the most beautiful place in the world. His signs are all over the park reminding visitors to help keep the park clean. Can you find all of Figgy’s signs?



ARRRIA - THE REDUCE REUSE RECYCLE FAIRY

ARRRIA is a protector of the environment, she believes in reduce, reuse, and recycling so much that it’s in her name. Her favorite color is Green. Every time she sees kids in the park recycling, her wings turn another shade of green. She has magic fairy dust in her recycling bag and this can be used to Keep Friendswood Beautiful. At night she flies around the park to make sure that the park is clean and ready for the next visitors. She very much dislikes litterbugs! ARRRIA would like all visitors to spread the message of the importance of recycling and protecting the environment by cleaning up after yourself-even if your parents are here!



SKETCH - THE ARTS FAIRY

Sketch beams with color and creates harmony everywhere she goes. Her wings are shiny with all the colors of the rainbow. She helps paint the flowers and adds color throughout the park with her presence! She loves to sketch, paint, and sing. Her favorite things in the park are the art murals, chalk art by children, and music concerts. Every time she sees children create, dance, or sing, she adds a new color to the park. How many colors have you seen today?



DIDI - THE DOLLAR FAIRY

Didi keeps the fairies and trolls money safe and spent wisely. Her two signature accessories are her purse and a beautiful smile! Didi plans ahead to budget money for big events like the “Lighted Christmas Trail.” She spends her days flying around the park gathering loose change left in the park, and creates savings jars for the other residents. When the jars are full she flies across the street to deposit the money in their savings account at Hometown Bank. When you hear coins rattling, you know Didi is close by. That sound is her reminding you to save for big events in your life too!



AL - THE SPORTS TROLL

Al is a grumpy old troll and his job is to keep kids active in Stevenson Park. Like most trolls, Al never sleeps. By day he collects leaves, sticks and logs and sets up fun obstacles for kids to jump into or over. By night he runs around, cleans up volleyballs, tennis balls and basketballs that children forgot to take home. He takes his bath in the pool with used forgotten floats as bath toys. Al lives near the sports courts at Stevenson Park, patiently waiting for children to WALK by, so when you’re near AL’s house don’t walk, RUN! RUN! RUN! to the next Fairy House.



SCHRECK - THE MAINTENANCE TROLL

Schreck is a jolly garden gnome who likes to fix and maintain things around Stevenson Park. Schreck sleeps during the day and only works at night. While he does snore loud, it doesn’t bother the rest of the animals and friends of the park. Schreck is always on the look out for vandals and patrols the park at night after he finishes his maintenance duties. At times he works on the playground when it needs sprucing up and fixes the splash pad - it’s a non-stop job in the summer! He takes pride in his ability to fix things around the park so all the children of Friendswood can enjoy themselves at Stevenson Park.



JOY - THE UPLIFTING FAIRY

Joy uses skills she learned from being a dancer to encourage others to stay on track. All the fairies and trolls have talents, but without self-control those talents can go to waste. So, she rises early, puts on her white boots, cues the birds for music, and dances along the track surrounding Stevenson Park to wake all the residents. When she dances fairy dust sprinkles from her boots, which creates the perfect amount of “bounce” to add to everyone’s step who walks along the track.

Joy lives next to the Gazebo, so she has a front row seat to watch the Friendswood High School Wranglerette’s perform. She also loves taking pictures, when you find Joy take a picture with her and recite her motto “Take pride in how far you have come and have faith in how far you can go.”



USE THE QR CODE TO FOLLOW THE MAP ONLINE OR GET MORE INFORMATION ABOUT THE FRIENDSWOOD FAIRY TRAIL.

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: October 3, 2022

Date submitted: 09/20/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update on the City hosting a Texas City Manager's Association Region 6 meeting.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood hosted the September luncheon of the Region VI, Texas City Managers Association. The group of area city managers met at the Friendswood Library to receive a legislative update from State Representatives Greg Bonnen and Ed Thompson, ahead of the 2023 Legislative Session.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Sept 16th Region VI TCMA Luncheon



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: October 3, 2022

Date submitted: 09/22/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive a Public Safety Update from the Friendswood Police Department.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Almost every category of crime is down in 2022, compared to 2021. The numbers reflected are through August 31, 2022. Aggravated Assaults are down 67%, Simple Assaults are down 12% and Intimidation offenses are down 36%.

Offense	2021	2022	Increase/Decrease
Aggravated Assault	9	2	-67%
Simple Assault	89	78	-12%
Intimidation	33	21	-36%

Sex-related offenses such as rape have increased. There were 3 sexual assaults reported in 2021; compared to 9 in the same period in 2022. It is important to note that these are not acts committed by strangers. They are either familial or are incidents involving high-school age victims who know their offenders.

Burglary reports remain steady with 24 incidents being reported in both 2021 and 2022 by the close of August.

Identity theft and other fraud-related crimes remain a problem; however, the number of crimes reported has decreased slightly in 2022 – 215 fraud offenses were reported in 2021; only 169 in 2022.

In the theft categories, shoplifting is up 15% in 2022, theft from buildings is up 15% and theft of vehicle parts (specifically catalytic converter thefts) are up 83% in 2022. This is a trend seen across the region. Vehicle burglaries are down 40%.

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: October 3, 2022

Date submitted: 09/22/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update to recognize Samantha Haritos for being accepted into the American Public Works Association (APWA) Emerging Leaders Academy.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A year-long national program, the Emerging Leaders Academy, provides intensive leadership and management training within the context of public works. It encourages professional growth through a strong network of peers, and offers an in-depth introduction to APWA at the national, chapter and branch levels.

The candidates must be professionals who have been working in the field of public works for no more than ten years or have been working for longer than ten years but have been promoted into their first leadership role within the past three years. Candidates must have demonstrated an interest in advancing their careers within the profession.

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: October 3, 2022

Date submitted: 09/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the City Manager to execute a Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the volunteer pension program that FVFD provides for their volunteer membership. By state statute, the contract with Texas Emergency Services Retirement System (TESRS) requires the City of Friendswood to participate as the governing body.

This request and amendment to the contract is to increase the current pension by \$24.00 per month per volunteer, moving the pension amount from \$108.00 to \$132.00 per month per volunteer.

The costs for this increase are incorporated within the FVFD annual budget as currently proposed. As such, signing this amendment does not further increase city costs. The City's FY 23 adopted budget includes funding for the FVFD contract inclusive of the volunteer pension increase.

With Council's approval, the City will submit the TESRS Contribution Change Request form and will be sent a contract amendment for the City Manager's execution.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Texas Emergency Services Retirement System (TESRS) and a small per call stipend (help defray costs of volunteering) are the only financial benefits beyond corporate accident insurance and workers compensation insurance individual volunteers receive. As such, this is a critical piece in the recruitment and retention process of volunteers.

While FVFD is comparably behind with respect to contribution per volunteer neighboring departments that participate in TESRS, the increase in contribution puts FVFD at a position to stay competitive.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. TESRS 2022 Form_200B178

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
FORM 200-B – CONTRIBUTION CHANGE REQUEST

(PLEASE TYPE OR CLEARLY PRINT)

1. PARTICIPATING DEPARTMENT NAME AND ADDRESS:			
DEPARTMENT NAME:	Friendswood Volunteer Fire Department		
MAILING ADDRESS:	1610 Whitaker Drive		
CITY STATE ZIP:	Friendswood, Texas 77546	PHONE NO:	281 996 3360
2. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF LOCAL BOARD:			
NAME:	Mark Garvin	TITLE:	FVFD Local Board Chairman
EMAIL ADDRESS:	garvin1@peoplepc.com		

3. MONTHLY CONTRIBUTION CHANGE REQUEST:		
CURRENT MONTHLY CONTRIBUTION RATE:	PROPOSED MONTHLY CONTRIBUTION RATE:	CONTRIBUTION CHANGE EFFECTIVE DATE:
\$ 108.00	\$ 132.00	October 1, 2022

4. GOVERNMENTAL ENTITY NAME AND ADDRESS:			
GOVERNING ENTITY:	City of Friendswood		
MAILING ADDRESS:	900 S. Friendswood Drive		
CITY STATE ZIP:	Friendswood, Tx 77546	PHONE NO:	281-996-3250
5. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF GOVERNING ENTITY:			
NAME:	Morad Kabiri	TITLE:	City Manager
EMAIL ADDRESS:	mkabiri@friendswood.com		

6. ADMINISTRATIVE CONTACT:			
NAME:	Tatum Campbell		
MAILING ADDRESS:	1610 Harold Whitaker Drive		
CITY STATE ZIP:	Friendswood, Tx 77546	PHONE NO:	281 996 3360
EMAIL ADDRESS:	tcampbell@friendswoodvfd.com		

INSTRUCTIONS:

- 1) Complete the above information and fax or mail this form to TESRS (see below).
- 2) BE SURE TO INCLUDE EMAIL ADDRESSES WHERE INDICATED!
- 3) TESRS will prepare and send via DocuSign® a contract amendment reflecting the contribution change to the Local Board and Governing Entity signatories for e-signatures.
- 4) If applicable, TESRS will issue a supplemental invoice for any retroactive monthly contributions that are subject to this change as indicated by the effective date of the contribution change stated in the contract amendment.

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: October 3, 2022

Date submitted: 09/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a Professional Services Agreement with HDR Engineering, Inc., for engineering services related to the Blackhawk Boulevard Reconstruction Phase II-B Project.

Originating Department: Engineering

Degree of importance: Significant

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 a Professional Services Agreement for HDR Engineering, Inc., to perform engineering services related to the Blackhawk Boulevard Reconstruction Phase II-B Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Agreement - HDR
2. COI - Arch & Eng Professional Liability
3. COI - HDR Expires 06-01-2023

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

This Professional Services Agreement (this "Agreement") is entered by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and HDR Engineering, Inc. (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby engages the Professional to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. Ngoc Kim Le, PE, shall act as Professional's project manager pursuant to this Agreement.

2. Scope of Services.

The Professional shall perform professional services in connection with the Repackage Design, ESA I and II, Bid and Construction Administration Phase Services for the Blackhawk Boulevard Reconstruction Phase II Repackage B Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services to be Furnished to Professional.

It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, nonconfidential information, data, reports, records, and maps as are existing and available to the City for the carrying out of the work of the Professional as outlined under "Scope of Services." Professional shall have the right to rely on the technical accuracy of such information, data, reports, or maps. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for the Scope of Services, including reimbursable expenses, described in Exhibit "A" shall not exceed the sum of ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED TWENTY-FOUR AND 50/100 DOLLARS (162,124.50) and as more particularly detailed in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

- (1) The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.
- (2) The City agrees to pay the Professional within thirty (30) days of its receipt of the invoice, including all necessary backup information, or the receipt of services, whichever is later; provided, however, in the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

6. Records.

The Professional shall keep accurate records, including, but not limited to, time sheets, travel vouchers and payroll records, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying within the City's corporate limits within ten (10) days of the City's request.

7. Ownership of Documents.

- a. All documents, including original drawings, estimates, specifications, field notes and data are the property of the City and shall be tendered to the City prior final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.
- b. All documents, including drawings prepared by the Professional are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the scope of work by the Professional, its agents, representatives, volunteers, employees or subconsultants.

- a. The Professional's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

(1) Commercial General Liability

- General Aggregate: \$2,000,000
- Products & Completed Operations Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Fire Damage \$500,000
- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

2. Business Automobile Policy

- Combined Single Limits: \$1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

3. Errors and Omissions

- Limit: \$1,000,000 per claim and in the aggregate.
- For all architects, engineers, and/or design companies
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

4. Workers' Compensation

- Statutory Limits
- Employer's Liability \$500,000
- Waiver of Subrogation required.

- b. The following shall be applicable to all policies of insurance required herein.

- Insurance carrier for all liability policies must have an A.M. Best Rating of A:VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or materially changed except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions and Workers Compensation Policies required herein.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Professional.
- The Professional shall provide copies of insurance certificates to the City prior to the City's execution of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired. Failure to provide certificates constitutes a breach of this Agreement.

9. Standards of Performance.

- a. The Professional agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures, and performances ordinarily used by members of Professional's profession practicing under the same or similar circumstances, time, and locality.
- b. The Project shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession. The codes and standards used in the profession set forth minimum requirements.
- c. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.
- d. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall promptly correct any defective analysis at no cost to City. The City's approval, acceptance, use of or payment for all or any part of the Professional's services hereunder or of the Project itself shall in no way alter the Professional's obligations or the City's rights under this Agreement.

- e. The Professional shall submit all final construction and support documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. As applicable, the Professional shall provide the City with record “as-built” drawings relating to the Project, in an electronic format that is acceptable to the City. The City shall be in receipt of record drawings, if applicable, prior to final payment.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES OR OTHER PERSON OR ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS,

AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. 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, except as otherwise provided in Subchapter I of Chapter 271 of the Texas Local Government Code to the extent applicable. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its services performed hereunder 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 Professional's services to be performed hereunder, provided that nothing in this Release provision shall expand or otherwise alter Professional's indemnification obligation set forth above. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in its subcontracts, a release and indemnity in favor of the City in the same form as above.

11. Notices.

Unless otherwise provided in this Agreement, any notice provided for or permitted to

be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

CITY:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: Morad Kabiri
Title: City Manager

PROFESSIONAL:

HDR Engineering, Inc.
4828 Loop Central Drive, Suite 800
Houston, Texas 77081-2220
Attn: David Weston
Title: Vice President, Gulf Coast
Manager

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds 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. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer of any public body which may be a party hereto.

14. Termination of Agreement.

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the City Manager to the Professional of the City's election to do so. Furthermore, the City may terminate this Agreement with written notice to Professional if the Professional breaches this Agreement, but only after providing Professional seven (7) days' written notice of the breach during which the Professional shall have the opportunity to cure. If the breach is not cured within such timeframe, the City may terminate this Agreement. and a. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;

- (b) failing to pay any payments due the city, state, or federal government from the Professional or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against the Professional;
- (d) the dissolution of the Professional;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Changes.

The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

16. Personnel.

- a. The Professional represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
17. Reports and Information.
The Professional shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
18. Independent Contractor.
The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.
19. Civil Rights.
The Professional shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.
20. Interest of Professional and Employees.
The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.
21. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.

23. Governing Law.
This Agreement has been made under and shall be governed by the laws of the State of Texas.
24. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.
25. Time is of the Essence.
Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.
26. No Third-Party Beneficiary.
This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only.
27. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional 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 Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
28. Waiver.
No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
29. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, on the subject matter hereof.
30. Severability.
All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

31. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

32. Authority.

The officers executing this Agreement on behalf of the Parties hereby represent 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, but all of which shall constitute but one and the same Agreement on the ____ day of _____, 2022, the date of execution by the City Manager of the City of Friendswood.

CITY:
City of Friendswood

PROFESSIONAL:
HDR Engineering, Inc.



MIKE FOREMAN, Mayor

(Signature)

David C. Weston
(Printed Name)

Vice President
(Title)

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary

 Elizabeth C. Buell,
Assistant Secretary

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

EXHIBIT "A"

Scope of Work

A. PROJECT INFORMATION

The Professional previously completed the design of Blackhawk Boulevard Reconstruction Phase II Package 'B' in July 2019.

The Professional assisted the City with a couple of options to continue pavement and storm sewer replacement along Blackhawk Blvd. The City desires the Professional to proceed with the option to continue the northern end from where the Package A limits end (approximately Sta. 31+15) through Geneva intersection (approx. Sta. 20+00). The Professional will repackage the drawings to the desired limits, prepare bidding documents, assist the City during the bidding phase, and provide construction administration phase services for the Project.

Additionally, in 2017, the Professional completed a Phase I Environmental Site Assessment (Phase I ESA) for the length of Blackhawk Boulevard including the limits of both Package A and Package B. No Recognized Environmental Conditions (RECs) were found within the boundaries of Package A but several RECs (four gas station sites and one dry cleaner site) were identified within the boundaries of Package B. In September 2019, the Professional completed a Phase I ESA for a Shelter of Last Resort property adjacent to the north end of the project limits. During this Phase I ESA, one of the RECs previously identified, the Smart Stop 6 at FM 2351, was determined to not be a REC due to the closed site status from the TCEQ. Through the review of the remaining RECs within the vicinity of the project limits, the City desires the Professional to perform an Environmental Site Assessment Phase II investigation (ESA II) to determine the size and severity of possible soil and groundwater contamination within the vicinity of the Project.

As such, the Professional shall update the Phase I ESA to be in prepared in accordance with the American Society for Testing and Materials (ASTM) E1527-21 Standard Practice for Phase I ESAs. The goal of the Phase I ESA is to identify RECs within and in the vicinity of the project limits that may adversely affect the City's future use of the project limits or cause potential long term environmental compliance obligations. One of the goals of completing a Phase I is to provide "innocent landowner" and "bona fide prospective purchaser" protections afforded by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and all appropriate inquiry protocols. An additional objective of a Phase I is to identify RECs that may need additional investigation (Phase II ESA). Due to the age of the current ESA being older than one year, a new Phase I ESA is required.

The Phase I and Phase II services will be completed pursuant to state and federal regulatory requirements and ASTM standards but will focus on areas that will require active excavation and management of soil or groundwater. Specifically, the focus will be on areas that have been determined in prior Phase I ESAs to be

impacted and may require the export of material away from the project corridor. Information can be used as supporting documentation to design or construction documents and bid packages to properly cost and provide appropriate health and safety.

The Project previously design consists of the construction of detention ponds in Forest Bend Subdivision. The proposed detention consists of four (4) ponds, approximately 18 acres in area. The detention ponds also include pedestrian trail along the berm. The proposed trail along the berm will be a 5-foot-wide concrete trail and will have minor vehicular traffic, such as lawn mowers and maintenance vehicles.

B. SCOPE OF SERVICES

Basic Services: The Professional shall provide the following scope of services on a call-out basis, as scheduled by a representative designated by the City after the City's issuance of a notice to proceed:

1. Design Phase Services

The Professional shall perform the following Design Phase Services to Repackage from Package A limit through Geneva intersection.

- a. Attend a kick-off meeting with City staff;
- b. Contact private utility companies, and other entities that may be involved to obtain updated information on their existing facilities and requirements that may impact the Project.
- c. Repackage plan drawings to project limits (cover, index, GN, survey control map, layouts drainage area map).
There will be no changes to the drainage design and no remodeling with Atlas 14.
- d. Revise tie-in points for paving, drainage and water line on plan and profiles to project limits;
- e. Check for any updates to survey and design plans to tie into where Package A ends if changed.
- f. Repackage Storm Water Pollution Prevention Notes, Layout and Details to project limits.
- g. Adjust traffic control plans to project limits.
- h. Repackage Signing and Marking Plan and Details to project limits.
- i. Repackage Tree Protection Plans to project limits.
- j. Prepare quantity take-off and Opinions of Probable Construction Cost.
- k. Perform a QA/QC of the plan drawings, specifications, and opinions of probable construction cost.
- l. Provide a 90% set of draft plan drawings, specifications, and opinions of probable cost to the City for review and comments. There will be no review by Harris County.
- m. Coordinate with utility companies to identify the location of existing utilities in the project and verify there are no conflicts or make adjustments accordingly.

- n. Submit plans to utility companies for approval and signatures for repackaged project.
- o. Provide two (2) sets of complete bidding documents to the City for repackaged project.

2. Bid Phase Services

After completion and acceptance of the Design Phase Services and upon the issuance of a notice to proceed by the City, the Professional shall perform the following Bid Phase Services:

- a. Assist the City in obtaining bids for the project.
 - (1) The City will advertise the project and will absorb all related advertising costs.
 - (2) The Professional will coordinate with the City and will assist in developing the wording of the advertisement.
- b. Distribute construction documents from the Professional's office to potential bidders;
- c. Provide information to and answer questions from potential bidders concerning the Project's bidding documents;
- d. Prepare addendums as necessary;
- e. Conduct a pre-bid conference for potential bidders, including the preparation of the meeting agenda and preparing a meeting minutes summary;
- f. Create bid tabulations, evaluate the bids and the qualifications of the apparent low bidder and provide a Letter of Recommendation to the City;
- g. Assist in connection with any bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services; and
- h. Attend a City Council Meeting to award construction project.

3. Construction Phase Services

After completion of the Bid Phase Services and upon the issuance of a notice to proceed by the City, the Professional shall perform the following Construction Phase Services:

- a. Conduct a pre-construction conference.
- b. Act as the City's Project Representative during the construction phase.
- c. Review and respond accordingly to submittals as required by the contract specifications.
- d. Review and respond to requests for information as required.
- e. Prepare change orders necessitated by field conditions or at the City's direction.
- f. Review the contractor's pay estimates, coordinate with City's inspector to verify the completed work, review City inspector's daily reports, and make payment recommendations to the City.
- g. Attend monthly progress meetings.
- h. Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract

Documents. Detailed measurements and investigations are not part of this task. Site representation is not included as part of Construction Administration.

- i. While not responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s), provide a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents,
- j. Keep the City informed of the progress of the work,
- k. Endeavor to guard the City against defects and deficiencies in such work
- l. Make recommendations to the City disapprove or reject work failing to conform to the Contract Documents.
- m. Conduct an initial walk through of the Project at completion and make a recommendation for Final Payment on the Project.
- n. Provide one (1) set of reproducible record plans in an electronic format based on the red line drawings provided to the Professional by the Contractor(s) and verified by City inspector.

4. Special Services

Upon the issuance of a notice to proceed, the Profession shall perform the following Special Services:

- a. TDLR Review, Inspection, and Filing
The Professional shall engage the Otten Consulting Group who specializes in projects that require a formal review by the TDLR, to ensure the Project to meet the requirements of the Americans with Disabilities Act with regards to accessibility standards.
- b. Phase I Environmental Site Assessment (Phase I ESA) Update
The Professional shall:
 - (1) Order and review database reports for known hazardous materials sites, records, and incidents in the vicinity of the Project. The database report will conform to ASTM standards.
 - (2) Conduct a site visit that will include review of the project limits from public venues. The Professional does not anticipate entering into structures or private parcels along the corridor unless access has been granted.
 - (3) Review historic aerial photographs and topographic maps of the project limits.
 - (4) Prepare a draft of the updated Phase I ESA report. The report will be transmitted in electronic (PDF) and hardcopy formats. The following information will be included in the update report:
 - (a) Site soils, vegetation, and drainage characteristics
 - (b) Chain of title review
 - (c) Site and surrounding land use details and history
 - (d) Historic aerial photographs and topographic maps

- (e) Floodplains and natural features
- (f) Proximity of landfills, petroleum storage tanks, etc.
- (g) Site Visit
- (h) Interviews with relevant individuals knowledgeable about the area and any changes that have occurred since the last Phase I ESA
- (i) Environmental records search with sources and citations (A above)
- (j) Updated RECs posing any liability
- (k) Updated photos of the project limits

The scope of the Phase I ESA is based upon the following assumptions:

- (a) The Phase I ESA will be conducted on the project limits as outlined in the Project Information section above (2.2 miles).
- (b) Reasonable site access is available to the project limits using road worthy vehicles.
- (c) The Professional will observe properties from public vantage points only.
- (d) Title reports will only be requested from the City for sites that have an industrial history, or some other indicator is discovered during the data review that triggers the need for investigation of title history. Costs for title reports are not included. If required, a supplemental scope and fee agreement will be required.
- (e) Interviews (oral or written) with a landowner or city manager familiar with the area and historic use of the project limits.
- (f) Individual landowners will not be contacted in the residential area without prior consent from the City.
- (g) Site reconnaissance for the Phase I ESA will be conducted during a one-day mobilization.
- (h) The Professional will not enter or inspect residences or habitable structures but will make general observations of the structure conditions from outside.
- (i) The scope of work does not include a letter of reliance.

c. Phase II Environmental Site Assessment (Phase II ESA) Update

The Professional shall perform the Phase II ESA to assess the soil and groundwater characteristics associated with the limits of the Project based on information from prior Phase I ESAs completed in 2017 and 2019. The proposed Phase 2 Investigation is intended to characterize the following Recognized Environmental Conditions identified during the April 2017 Phase I ESA and September 2019 Phase I ESA (conducted by the Professional):

- (1) Corner Store #1409, 5091 FM 2351 Rd. – Active gas station with diesel, long term gas station site with USTs in close proximity to Blackhawk Blvd.
- (2) Speedy Food Mart, 3702 E FM 528 Rd. – Historic gas station with LPST case and confirmed impact to groundwater.
- (3) Corner Food Mart, 3698 E FM 528 Rd. – Active gas station with diesel, long term gas station site with USTs in close proximity to Blackhawk Blvd.
- (4) Jet \$1.49 Cleaners, 3670 E FM 528 Rd. – Former dry cleaners with recorded spill, resulting in impacts to soil and groundwater.

Contaminants of concern (COCs) for the gas station sites include Volatile Organic Compounds (VOCs), Total Petroleum Hydrocarbons (TPH), metals, and Polynuclear Aromatic Hydrocarbons. COCs for the dry-cleaning site include Semi-volatile Organic Compounds (SVOCs), including chlorinated solvents. Considering the shallow groundwater and high rainfall that the area experiences, impacts to both soil and groundwater are suspected at each site.

The Professional shall perform the following pre-field activities:

- (1) Complete a Health and Safety Plan
- (2) Complete the Phase I Update to determine if any additions or deletions should be considered
- (3) Subcontract laboratory and drilling services
- (4) Complete a Traffic Control Plan
- (5) Perform a One -Call underground utility markout service.
- (6) Notification to the City will occur at least seven days in advance of drilling, and after approval of the TCP.

Thereafter, the Professional shall:

- (1) Conduct surface soil sampling at each of the REC locations to a depth between 4 and 6 feet in areas where intrusive activity is anticipated in design or construction within the project limits.
 - (a) This depth is associated with the depth of the proposed storm sewer at both ends of the Project limits.
 - (b) The Professional will contact a direct push drilling equipment for customized borehole excavation and sample collection and Eurofins Scientific for analytical testing.
- (2) Advance a total of 8 soil borings (total depth of up to 7 feet), in four clusters of two borings (described below in text and table).
 - (a) Six borings will be advanced along the right-of-way of Blackhawk Blvd. near the sites of concern, and
 - (b) two borings will be within the middle of the project limits near the intersection of Blackhawk Blvd, Pennystone Way, and Edenvale St.

- Note that the Jet \$1.49 Cleaners site is located adjacent to the Corner Food Mart, therefore the Professional shall also sample the two borings near the Corner Food Mart for potential COCs for the Jet site.
- All borings will be temporary in nature and will be backfilled and surface-grouted in accordance with State of Texas requirements, every attempt will be made to leave the boring locations in a similar surface condition as before the sampling operation was conducted.

LABORATORY PROGRAM – GAS STATION SITES

Soils

VOCs (full list) + TICs by EPA Method 8260 – 8 samples soil

Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A – 8 samples soil

TPH and PAH by EPA Method 5030/8015 and 8270SIM – 8 samples soil

LABORATORY PROGRAM – DRY CLEANER SITE

Semi-Volatile Organic Compounds (SVOCs) by EPA Method 8270SIM (including chlorinated solvents) – 2 samples soil

- (3) Collect and log continuous samples will during drilling,
- (4) Retrieve the samples in a dedicated acetate sleeve inserted into the continuous soil probe.
- (5) Perform field screening for volatile impacts will be performed, using a photoionization detector (PID) calibrated for gasoline-range fuels, as an indicator of impacts.
- (6) Collect discrete soil samples for laboratory analysis in each boring at a depth between four and six feet.
 - (a) Samples will be collected using a decontaminated polyethylene scoop or laboratory supplied equipment to transfer soil from the acetate sleeve into pre-cleaned, laboratory-supplied containers, and the samples will be transported under chain-of- custody protocols to the laboratory for analysis (maintaining compliance with all preservation, holding times, and other quality control protocols).
 - (b) Groundwater is anticipated to be between 14 and 18 feet below ground surface, therefore project activities occurring at a maximum depth of 6 feet will not impact groundwater and groundwater will not be tested.

Proposed Boring ID	Depth (ft)	Diameter (in)	Analytical	Potential Source
SS-1	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM	Corner Store #1409 (5091 FM 2351 Rd)
SS-2	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM	Corner Store #1409 (5091 FM 2351 Rd)
SS-3	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM	Speedy Food Mart (3702 E FM 528 Rd)
SS-4	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM	Speedy Food Mart (3702 E FM 528 Rd)
SS-5	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM	Near the intersection of Blackhawk Blvd, Pennystone Way, and Edenvale St
SS-6	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM	Near the intersection of Blackhawk Blvd, Pennystone Way, and Edenvale St

Proposed Boring ID	Depth (ft)	Diameter (in)	Analytical	Potential Source
SS-7	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM Semi-Volatile Organic Compounds (SVOCs) by EPA Method 8270SIM (including chlorinated solvents)	Corner Food Mart (3698 E FM 528 Rd) and/or Jet \$1.49 Cleaners (3670 E FM 528 Rd)
SS-8	8	6	VOCs (full list) + TICs by EPA Method 8260 Metals (13 Priority Pollutants) by EPA Method 6010B / 7470A / 7471A TPH and PAH by EPA Method 5030/8015 and 8270SIM Semi-Volatile Organic Compounds (SVOCs) by EPA Method 8270SIM (including chlorinated solvents)	Corner Food Mart (3698 E FM 528 Rd) and/or Jet \$1.49 Cleaners (3670 E FM 528 Rd)

- (7) Provide a Draft and a Final Report of Findings.
- (a) The report will include a description of the field protocols employed, the laboratory program, results of laboratory analysis, comparison to TCEQ action levels, findings and conclusions, and recommendations for any specific actions that will need to be taken during construction.
 - (b) The reports will also include figures and photographs to document soil and groundwater sampling locations.

The scope of the Phase II ESA is based upon the following assumptions:

- (1) A 2-day sampling event.
- (2) Completion of work under good weather conditions.
- (3) If any gross contamination is identified, The Professional will stop work and call the City for further instruction.

Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B" Compensation

Basic Services

Basic and Special Services required under this Agreement shall be a fee not to exceed ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED TWENTY-FOUR AND 50/100 DOLLARS (\$162,124.50) for the Project based upon the following and as detailed in Exhibit "B-1" which is attached hereto and incorporated herein for all intents and purposes:

Basic Services	
Description	Cost Not-to-Exceed*
Design Services	\$53,515.00
Bid Phase Services	\$7,705.00
Construction Phase Services	\$49,830.00
Total Basic Services	\$111,050.00
Special Services	
Description	Cost Not to Exceed
Reimbursables (Cost +10%)	\$4,400.00
TDLR (Cost + 10%)	\$1,375.00
Phase I ESA Update (Lump Sum)	\$8,875.00
Phase II ESA (Lump Sum)	\$24,715.00
Drilling Services (Subcontractor's Cost + 10%)	\$7,073.00
Laboratory Testing (Subcontractor's Cost + 10%)	\$4,636.50
Total Special Services	\$51,074.50
Total Basic and Special Services	\$162,124.50

* Basic Services will be based upon direct labor times a factor of 2.99

Reimbursable expenses shall include costs for incidental items such as parking, mileage, deliveries, and copies. Such expenses will be invoiced to the City at the Professional's direct cost plus 10%, except that mileage will be invoiced at the IRS rate, which is currently \$0.485 per mile. Reimbursable expenses will not exceed FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$4,400.00).

Additionally, expenses associated with transportation, including, but not limited to, meals, travel, and lodging, must be approved in writing by the City prior to the Professional incurring any expense associated therewith; otherwise, the Parties hereto agree and understand that the City shall not be liable, and the Professional shall not make a claim against the City for any such expenses.

Exhibit "B-1"

WBS	Task Name	Principal	Senior Project Manager	Project Manager	Senior Drainage Designer	Project Engineer	CADD Manager	Cadd Operator	QC Coordinator	QC Reviewer (General)	Sr. Hazmat QC Reviewer	Environmental Project Manager	Environmental Scientist I	GIS Analyst	Project Acct.	Admin	Construction Manager	Expenses	Quantity	Total Amount
1	Design Basic Services	2	12	62	3	93	3	115	2	10	0	0	0	0	12	10	0	0	324	\$53,515.00
1.1	Project Management and Meetings	1	5	13	1	9	1	1	0	0	0	0	0	0	12	0	0	0	43	\$7,390.00
1.1.1	Project Management			6											12				18	\$2,190.00
1.1.2	Kick-Off Meeting w/ City		2	2		2													6	\$1,290.00
1.1.3	Kick-Off Meeting Internal	1	1	1	1	1	1	1											7	\$1,630.00
1.1.4	90% Submittal Review Meeting with City		2	4		6													12	\$2,280.00
1.2	Quality Control	1	0	1	0	0	0	0	2	10	0	0	0	0	0	0	0	0	14	\$3,515.00
1.2.1	90% QA/QC	1		1					2	10									14	\$3,515.00
1.3	Repackage Design	0	7	48	2	84	2	114	0	0	0	0	0	0	0	10	0	0	267	\$42,610.00
1.3.1	90% Submittal	0	5	40	2	72	1	98	0	0	0	0	0	0	0	10	0	0	228	\$36,130.00
1.3.1.1	Utility Coordination			2		8		4											14	\$2,130.00
1.3.1.2	Site visit for updated changes			6		6		4											16	\$2,710.00
1.3.1.3	Update Front End Plans to project limits (cover, index, GN, survey control map, layouts, drainage area map)			2		4		10											16	\$2,440.00
1.3.1.4	Revise tie-in points for paving, drainage and water line on P&Ps		2	4	2	8	1	24											41	\$6,880.00
1.3.1.5	Update SWPPP Notes, Layout and Details			1		2		8											11	\$1,655.00
1.3.1.6	Back End Plans (City's details)			4		4		8											16	\$2,580.00
1.3.1.7	Adust TCP to project limits and details		1	4		8		20											33	\$5,170.00
1.3.1.8	Signing and Marking Plan /Details			1		2		4											7	\$1,075.00
1.3.1.9	Show limits of Tree Protection			1		2		2											5	\$785.00
1.3.1.10	Quantity Take-off and Cost Estimate		1	3		8		2											14	\$2,345.00
1.3.1.11	Update with City's Specifications (Front End, Special Conditions, Measurement and Payment and Technical Specifications)		1	6		12										10			29	\$4,210.00
1.3.1.12	Address QA/QC Comments			2		4		8											14	\$2,150.00
1.3.1.13	Complete Submittal			4		4		4											12	\$2,000.00
1.3.4	Final	0	2	8	0	12	1	16	0	0	0	0	0	0	0	0	0	0	39	\$6,480.00
1.3.4.1	Incorporate 90% City Comments		1	4		8	1	12											26	\$4,190.00
1.3.4.2	Finalize Construction Documents and Submit to City		1	4		4		4											13	\$2,290.00
2	Phase I ESA Update	0	0	4	0	0	0	0	0	0	2	12	40	4	1	4	0	\$ 600.00	67	\$8,875.00
3	Phase II ESA	0	2	8	0	0	0	0	0	0	8	50	90	8	1	8	0	\$ 1,000.00	175	\$24,715.00
4	Reimbursable																	\$ 4,000.00		\$ 4,400.00
5	Bid Phase	0	1	19	0	17	0	0	0	0	0	0	0	0	0	10	0	0	47	\$7,705.00
5.1	Assist the City with Bidders			1		1													2	\$355.00
5.2	Pre-Bid Conference & Prepare Minutes			4		6													10	\$1,700.00
5.3	Addenda & Answer Questions			4		6													10	\$1,700.00
5.4	Attend Bid Opening			2															2	\$430.00

Exhibit "B-1"

5.5	Prepare Bid Tabulation			2		2										4			4	\$380.00
5.6	Review Bids			2		2												4	\$710.00	
5.7	Prepare Letter of Recommendation		1	4		2										6		13	\$2,000.00	
5.8	Attend Council Meeting for award of contract			2														2	\$430.00	
6	Construction Administration	0	8	93	0	69	0	25	1	2	2	2	2	2	12	32	30	0	280	\$49,830.00
6.1	Project Management			8											12			20	\$2,620.00	
6.2	Prepare contracts for execution			1		1										4		6	\$735.00	
6.3	Pre-con meeting and minutes			4		6												10	\$1,700.00	
6.4	Submittals (assume 30)			10												15	30	55	\$11,975.00	
6.5	Monthly meeting (assume 8 meeting 2 hr each)		2	16		16												34	\$6,260.00	
6.6	Site Visits (8 times)		2	8		8												18	\$3,420.00	
6.7	Preparing meeting minutes and send them out			4		12												16	\$2,540.00	
6.8	Pay Estimates (assume 8)			8														8	\$1,720.00	
6.9	RFI (assume 5)		2	10		10		5								5		32	\$5,330.00	
6.10	Change order (Assume 2)		2	8		8		8										26	\$4,580.00	
6.11	Prelim/Final Walkthrough and Punch List			8														8	\$1,720.00	
6.12	Close out			6		2										8		16	\$2,330.00	
6.13	As Built			2		6		12	1	2	2	2	2	2				31	\$4,900.00	

Task	Fee Summary	
1	Design Basic Services	\$ 53,515.00
2	Phase I ESA Update	\$8,875.00
3	Phase II ESA	\$ 24,715.00
4	Reimbursable	\$ 4,400.00
5	Bid Phase	\$ 7,705.00
6	Construction Administration	\$ 49,830.00
7	TDLR (Cost Plus 10%)	\$ 1,375.00
8	Drilling Services (subcontractor's cost plus 10%):	\$ 7,073.00
9	Laboratory Testing (subcontractor's cost plus 10%):	\$ 4,636.50
	Total:	\$ 162,124.50

Exhibit "C"
Schedule

Basic Services	
Description	Completion
Design Services	90 calendar days
Bid Phase Services	Upon commencement of Construction Phase Services
Construction Phase Services	Upon final payment to Contractor
Total Basic Services	
Special Services	
Description	Completion
TDLR	
Phase I ESA Update	
Order and Review Data Base Reports	10 business days of NTP
Site Visit	20 business days of NTP
Draft Phase I ESA Report	20 business days from completion of site visit
Final Phase I ESA Report	10 business days of receipt of written comments from City
Phase II ESA	
Site Visit	21 business days of NTP
Draft Phase II ESA Report	25 business days of completion of site visit
Final Phase II ESA Report	20 business days of receipt of written comments from City
Drilling Services	Commensurate with ESA's
Laboratory Testing	Commensurate with ESA's

*Business day means any day except any Saturday, any Sunday, or any day which is the City recognizes as a holiday.

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: October 3, 2022

Date submitted: 09/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the License Agreement with Friendswood Lakes Homeowners Association, Inc., to erect wrought iron safety and security fencing on Mossy Stone Drive at Friendswood Lakes Parkway.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Lakes Homeowners Association, Inc., has requested a license agreement to erect wrought iron safety and security fencing on Mossy Stone Drive at Friendswood Parkway (formerly "Friendswood Lakes Boulevard"). A license agreement for private use of the right-of-way is required.

During the design of Friendswood Parkway, a tie-in at Mossy Stone onto the Parkway was omitted: (1) at the request of the HOA; and (2) to address drainage issues. There are no plans at this time to tie that intersection to the Parkway.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Construction of the wrought iron fence will provide one continuous fence along the Parkway for the Friendswood Lakes Subdivision.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood Lake HOA License Agreement 2022

**LICENSE AGREEMENT
BY AND BETWEEN
THE CITY OF FRIENDSWOOD, TEXAS, AND
FRIENDSWOOD LAKES HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, the Friendswood Lakes Homeowners Association, Inc. (the "Licensee") submitted a request for a License Agreement to erect wrought iron safety and security fencing (the "Improvement") on Mossy Stone Drive at Friendswood Lake Parkway, Friendswood, Galveston County, Texas, the location of which is more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Right-of-Way"); and

WHEREAS, the City Council of the City of Friendswood, Texas (the "City") is scheduled to ratify this License Agreement (the "Agreement") on October 3, 2022;

NOW, THEREFORE, the City and the 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 its 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 or any other public purpose.
- 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 any public purpose, including, but not limited to streets, sidewalks, or utilities, 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. The Improvement must be approved in writing by the City prior to the

its installation or replacement and must be substantially similar to that which is depicted in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes. 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.* Should the Licensee cease using the Right-of-Way for the purpose specified in Section 2.1 for a thirty-day period, such cessation of use shall constitute an Event of Default. This section shall not apply to a cessation of use requested by the City.
- 2.3 *Non-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 costs or damages to the Improvement.
- 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, prior to 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 or any damages to the Improvement.
- 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 immediately prior thereto, 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 interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law shall accrue on the delinquent amount until paid.

4. TERM/TERMINATION.

4.1 *Term.* The term of this Agreement will be for fifteen (15) years, and will commence September 12, 2022, ("Commencement Date") and will terminate on September 11, 2037, 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 if this Agreement is terminated for cause by the City.

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 Community Development 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 its officers, agents, contractors and subcontractors, employees, 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 its 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.

Licensee shall require its contractors to carry in full force and effect insurance coverages of the type and limits as required hereinbelow should construction or other similar work be performed on the Right-of-Way associated with the Improvements. The Licensee shall require its general contractor to include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for the general contractor and subcontractors shall be subject to all of the requirements stated hereinbelow:

- Commercial General Liability
 - General Aggregate: \$2,000,000
 - Per Occurrence: \$1,000,000
 - Owners' and Contractors' Protective Liability: \$1,000,000, during construction and all renovations thereafter of the Improvements.
 - Coverage shall be at least as broad as ISO CG 00 01 10 93
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - Waiver of Subrogation required
- Business Automobile Policy (BAP)
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto."
 - Waiver of Subrogation required

provided, however, should any contractor or subcontractor not own and not use or operate a motor vehicle in furtherance of the work on the Improvement, such contractor or subcontractor shall sign an affidavit to such effect and shall not be required to provide to the City evidence of a business automobile policy. However, should such contractor or subcontractor subsequently obtain motor vehicle(s) and use or operate the same in furtherance of the work on the Improvement, such contractor or subcontractor shall immediately procure and maintain a business automobile policy in accordance with the requirements herein.

- Workers' Compensation: Statutory Limits
 - Employer's Liability: \$500,000
 - Waiver of Subrogation required

provided, however, should any contractor or subcontractor have no employees, the contractor or subcontractors shall sign an affidavit to such effect and shall indemnify, protect, and defend the City from any claim arising from a person claiming to be an employee of the contractor or subcontractors. Should such contractor or subcontractors subsequently hire employees while performing work on the Right-of-Way, that contractor or subcontractors shall immediately procure and maintain Workers' Compensation Insurance meeting the requirements herein.

Prior to any work being performed, Licensee shall file with the City valid Certificates of Insurance and endorsements acceptable to the City for its contractor and any subcontractors, to the extent the subcontractors are covered under separate insurance and proof thereof is tendered to the City.

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
Friendswood Lakes Homeowners Association, Inc.
Attn: President
c/o LPI Property Management
211 E. Parkwood Avenue, Suite 100
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 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.

- 7.9 *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.

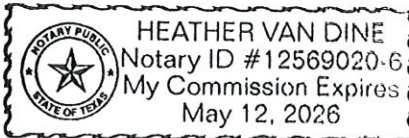
**LICENSEE
FRIENDSWOOD LAKES
HOMEOWNERS ASSOCIATION, INC.**


JASON JONES, President. 9/20/2022 (Date)
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

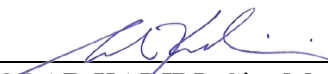
BEFORE ME, the undersigned authority, on this day personally appeared Jason Jones, the President of the Friendswood Lakes Homeowners Association, Inc., whose name is subscribed to the foregoing instrument and acknowledged to me that he was duly authorized and executed the same for the purposes and considerations therein expressed, in the capacity herein stated for and on behalf of said Licensee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September 2022.

(SEAL)  HEATHER VAN DINE
Notary ID #12569020-6
My Commission Expires
May 12, 2026

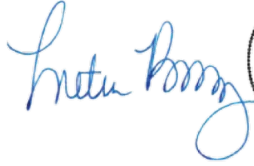
Heather Van Dine
Notary Public In and For the State of Texas
My Commission Expires: 05/12/2026

CITY OF FRIENDSWOOD



MORAD KABIRI, City Manager 09/21/2022
(Date)

ATTEST:





LETICIA BRYSCH, City Secretary

EXHIBIT A



Exhibit A Mossy Stone Drive at Friendswood Lake Parkway Improvement

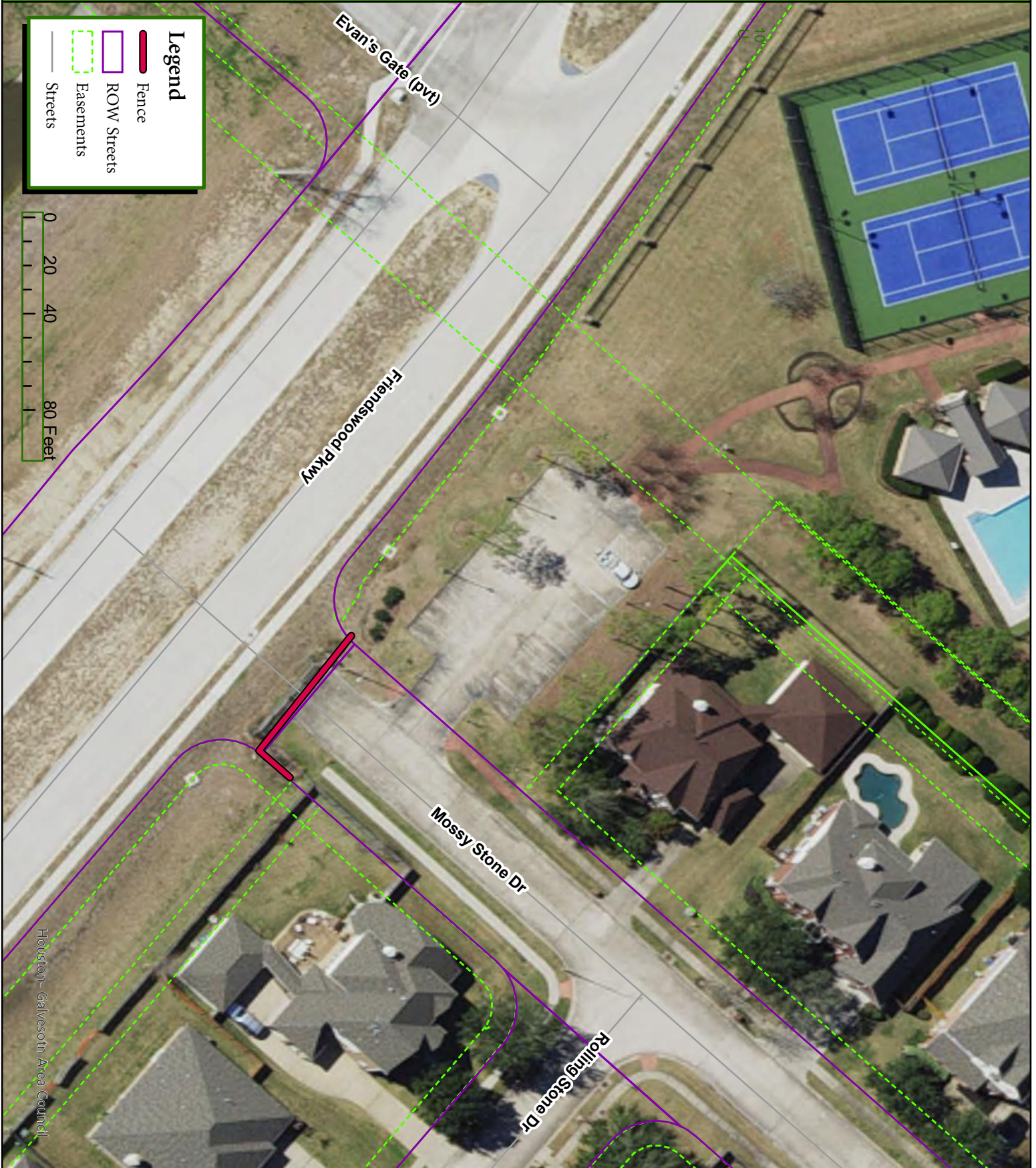
City of Friendswood Engineering Department

September 2022



Legend

- Fence
- ROW Streets
- Easements
- Streets



Houston - Galveston Area Council

EXHIBIT B



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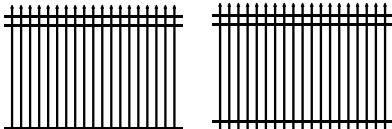
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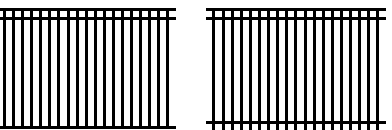
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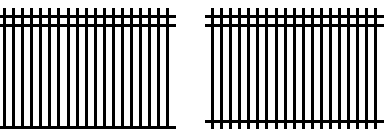
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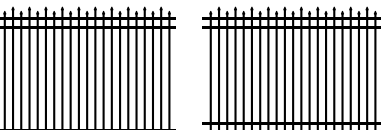
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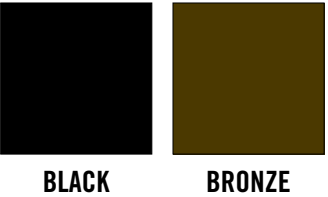
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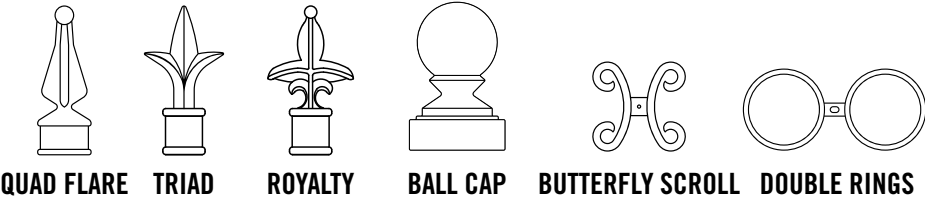
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- ESTATE® STEEL ENTRY GATES
- TRANSPORT® CANTILEVER GATES
- PASSPORT® ROLL GATES

COLOR OPTIONS



ADORNMENTS



PICKETS	RAILS	POSTS
¾"sq. x 18 ga.	1½" x 1½" x 14 ga.	2½" x 16 ga.



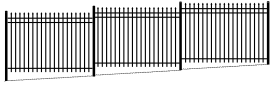
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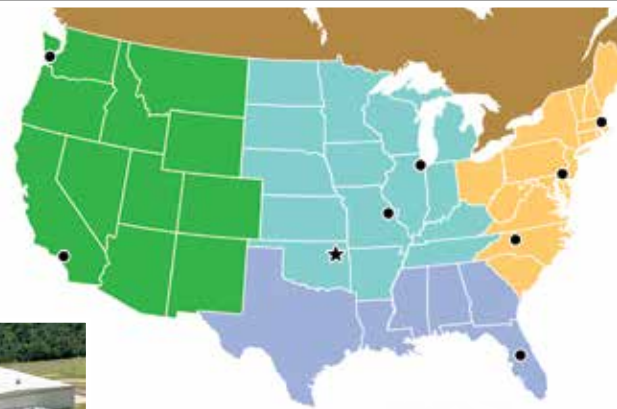
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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 3, 2022

Date submitted: 09/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution adopting a Facility Naming Policy to update the criteria and procedures for naming City facilities in honor or in memory of a person, organization, or entity.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution adopts a Facility Naming Policy to update the criteria and procedures for naming City facilities in honor or in memory of a person, organization, or entity. The former policy was adopted in 1995 and was discussed at the City Council's retreat on July 9, 2022.

As proposed, the policy:

- is made applicable to buildings (including rooms therein), parks, roadways, and other City-owned properties and features;
- establishes general criteria applicable to all namings, including requiring consideration be given to the function of the facility named in the title, discouraging the renaming of facilities already named by the City Council; and limiting the number of facilities that can be named for a person;
- specifies categories for which facilities can be named, including a historical/symbolic category, a civic contributions category, and a financial benefactor category, and provides criteria for each; and
- provides for a process for applications to be reviewed and considered.

An application that is submitted for the naming of a facility will be reviewed by City Staff for completeness, forwarded to the Mayor for a determination of whether it meets the applicable criteria, and considered by the City Council first at a retreat before it is placed on an agenda for action by the City Council. Under the proposed policy, the Mayor may appoint an ad hoc committee of the City Council to consider the application and make a recommendation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Facility Naming Policy
2. Exhibit A - Facility Naming Policy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, ADOPTING A FACILITY NAMING POLICY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City of Friendswood is called upon from time to time to name City facilities, including buildings, parks, roadways and other City-owned property and features thereon; and

WHEREAS, the City Council adopted an appointment policy via minute order in 1995; and

WHEREAS, after reviewing such policy, the City Council desires to amend and restate the same via this resolution in order to update the criteria and procedures used in honoring individuals, organizations and entities in acknowledgement of their positive, significant impacts on and contributions to the City of Friendswood; 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 of the City of Friendswood, Texas, hereby adopts the Facility Naming Policy, which is attached hereto as Exhibit "A" and incorporated herein for all intents and 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 3rd day of October, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Exhibit "A"

City of Friendswood Facility Naming Policy

1. Purpose. The Facility Naming Policy (the "Policy") establishes uniform criteria and procedures applicable to all persons desiring the City Council to name a City facility or a portion thereof in honor or in memory of an individual(s) or in recognition of an organization or entity in acknowledgement of their positive, significant impact on and contributions to the City of Friendswood.
2. Applicability. Under this policy, the following City-owned facilities may be named:
 - a. buildings, including rooms therein,
 - b. parks,
 - c. roadways, and
 - d. other City-owned property and features thereon.

This policy shall not affect the naming of facilities through the subdivision platting process.

3. Criteria
 - a. General Criteria. In naming any facility, the City Council shall consider the following criteria:
 - (1) symbolic names reflecting historical or special events or circumstances;
 - (2) names that are consistent with the positive image of the community;
 - (3) the function of the building, to the extent practical, such as "library" or "activities building";
 - (4) whether the facility has already been named according a naming policy of the City Council, as renaming of facilities should only be made after careful consideration is given to the significance of the existing name versus the name being suggested; and
 - (5) whether another City facility has been named for the individual, entity, as only one facility shall be named or dedicated per individual, family, organization, or entity.

The City Council's decisions should be made objectively, without consideration to illness, misfortune, or incidents creating emotional responses.

- b. Specific Criteria. In addition to the general criteria specified in subsection a, each naming shall fall within one of the following categories and meet the criteria specified therein:
 - (1) Historical/Symbolic Category. In naming a facility under this category, the City Council shall consider the following of the nominated family or a deceased individual:

- (a) character,
 - (b) service to the community,
 - (c) leadership, and
 - (d) inspiration to others.
 - (2) Civic Contributions Category. In naming a facility for this category, the City Council shall consider the following of the nominated individual, family, organization, or entity:
 - (a) the years of service to the community
 - (b) the positive impact on the development and well-being of the entire community;
 - (3) Financial Benefactor Category. In naming a facility for this category, the City Council shall consider the significant financial contribution made by an individual, family, organization or entity towards the facility. A significant financial contribution will be measured by the impact a single contribution makes toward the successful conclusion or continuing operation of the facility to be named. Depending on the impact, the naming could be for the entire facility or some portion thereof.
4. Application Process. Requests under this Policy shall be submitted on a facility naming application to the City Secretary. Upon the City Secretary's receipt of the application, it shall be reviewed by City staff for completeness and, if complete, referred to the Mayor for his review. If the Mayor determines that the application meets the criteria specified herein, the application shall be reviewed at the next regularly scheduled Council Retreat for which proper notice may be given.
 5. Council Deliberation & Decision. At the Council Retreat, the City Council will review and discuss all applications received. The Mayor, at his discretion, may call an ad hoc committee of two or three Councilmembers to review an application with input by City staff, prior to the City Council's consideration of the item at a regular meeting of the City Council.
 6. Removal of Facility. If a facility that is named is later removed, damaged or destroyed for any reason, the City shall endeavor to preserve any historical dedication acknowledgment but cannot guaranty the same.

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: October 3, 2022

Date submitted: 09/15/2022

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 Chamber of Commerce Holiday Lighted Parade on FM 518.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes 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 Chamber of Commerce Holiday Lighted Parade on FM 518 to be held on Saturday, December 3, 2022. The proposed agreement will allow the City to close FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines from 6:00 p.m. to 6:45 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City Staff believes temporary closure of the aforementioned streets is in the best interests of the citizens of Friendswood;

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - TxDOT Agreement for the Friendswood Chamber of Commerce Holiday Lighted Parade
2. Exhibit A - TxDOT Agreement Temporary Closure of ROW - Christmas Parade 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 CHAMBER OF COMMERCE HOLIDAY LIGHTED 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 FM 2351 and Whispering Pines Avenue for the Friendswood Chamber of Commerce Holiday Lighted Parade to be held on December 3, 2022, between 6:00 p.m. and 6:45 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 Whispering Pines Avenue 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 Chamber of Commerce Holiday Lighted Parade to be held on December 3, 2022, between 6:00 p.m. and 6:45 p.m. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and 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 3rd day of October, 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 Whispering Pines for the purpose of Chamber of Commerce's Lighted Christmas Parade, from 6:00 p.m. to 6:45 p.m. 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 3rd day of December, 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.

Agreement No. _____

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 _____
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

Exhibit A

Temporary closure of the following segments of State Right of Way for the Chamber of Commerce Holiday
Lighted Parade to be held on Saturday, December 3, 2022.

FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines from 6:00 p.m. to 6:45 p.m.



City of Friendswood

Police Department

Traffic Control Plan

"35th Annual Lighted Christmas Parade"

Saturday, December 3, 2022, 6:00 pm

Farm to Market Traffic Stopping Points

FM 518 (South Friendswood Drive) and Whispering Pines Drive

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down Whispering Pines Drive/Friendswood-Link Road to Blackhawk Blvd. and north to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to Whispering Pines Drive/Friendswood-Link Road 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 secondly 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.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time (6:00 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 Traffic Information Radio Station, 1650 AM
City of Friendswood Electronic Bill Board, Stevenson Park on FM 518
CivicSend
Other news/social media
City's Website

Contact Persons

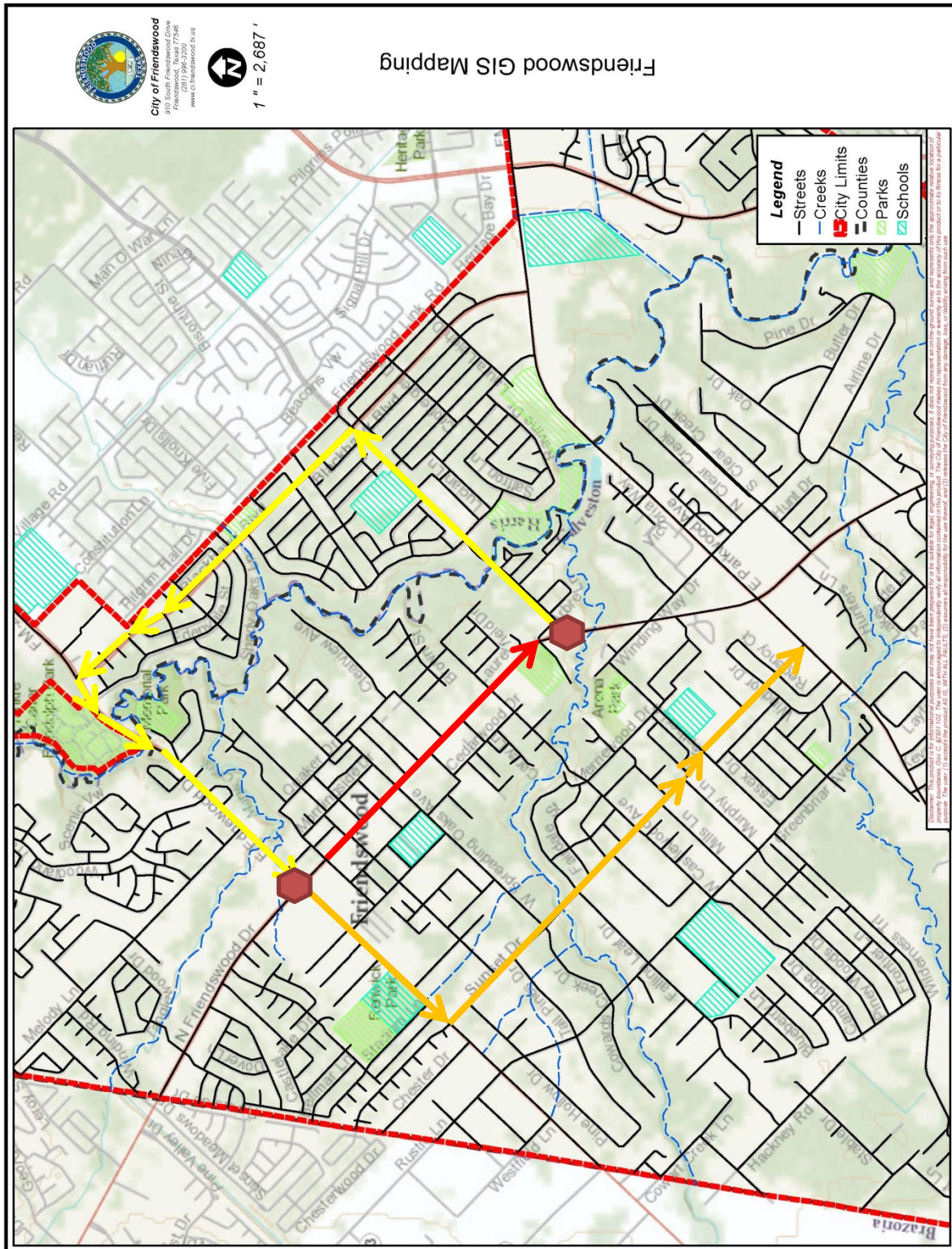
Capt. Dennis Senter, Police Patrol Commander	281-996-3321
Lt. James Price, Parade Master	281-996-3371

Exhibit B

[Insert Resoluton]

Exhibit C

Agreement No. _____



35th Annual Lighted Christmas Parade – 6:00 p.m. to 6:45 p.m. – Saturday, December 3, 2022

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: October 3, 2022

Date submitted: 09/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The "Be a Water Detective – Learning to be Water Wise" is a water conservation program in which the City has participated in for several years. Council approved the re-adoption of a water conservation plan ordinance in December 2019, as required by TCEQ. A portion of the plan calls for public education. This program helps the City meet that requirement. The City, through an interlocal agreement with the Harris-Galveston Subsidence District (HGSD), sponsors the water conservation program known as "Be a Water Detective - Learning to Be Water Wise". This program provides water conservation education to elementary and middle school students within City of Friendswood's Fisd and CCISD school districts.

The City of Friendswood's commitment to the program is a sponsorship of up to **510** students. The cost of the program is \$38.00 per student with a total amount not to exceed of \$19,380.00. The total cost amount is and will be accounted for within the forthcoming Public Works annual operational budget. Each student is provided with a Water Wise activity kit. The kit includes items such as an activity booklet, high-efficiency showerhead, multi-swivel kitchen aerator, bathroom aerator, mini-tape measure, toilet leak detector tablets, flow rate test bag and much more. Partnering with the Subsidence District and the award-winning Water Wise Program will not only provide students and teachers with the educational materials they need, but will also allow the City of Friendswood to directly impact the preservation of freshwater sources in our area.

Through this program, the City earns ground water (GW) credits that are good for 20 years and can be used to meet the water demand at times when exceeding the permit allocation is preventable without a penalty. For every student sponsored, the Subsidence District issues a GW Credit Certificate equal to 84,000 gallons per student.

Two types of GW Credits have been issued since the initiation of the program in 1994:

1. "Series A" GW Credits

Issued from 1994 – 2001. These GW Credits are good for 40 years with no usage restriction. The City has three (3) of these certificates for a total amount 56,028,000 gallons. Series A are no longer available.

2. “Series B” GW Credits

Issued from 2001 – present. These GW Credits are good for 20 years and they are restricted to up to 30 percent of the permittee’s water demand for the yearly permit. The City has twenty (20) of these certificates for total amount 452,226,000 gallons.

To give an example of the importance of these credits, we are permitted to use 400,000,000 gallons of ground water for the year 2021 - 2022. Our GW Series B credits will allow us to increase the permitted amount by 30 percent. This will equate to 520,000,000 gallons permitted total. If we face a situation that forces us to exceed the total allowable amount, then we will be subject to a penalty known as the Disincentive Fee. The fee is \$8.46 per 1,000 gallons and is designed to discourage ground water usage.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The “Be a Detective - Learning to be Water Wise Program” is a water conservation program that assists the City of Friendswood in meeting mandates from our officially adopted Water Conservation Plan, and more importantly it assists in educating children within the City of Friendswood with regards to the ultimate benefits associated with water conservation.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022-23 HGSD WaterWise Interlocal Agreement Contract - City of Friendswood

STATE OF TEXAS §
 §
COUNTY OF Harris §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and City of Friendswood, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a Water Conservation Education Program to increase water conservation awareness and activity primarily through education of elementary and intermediate students along with other water conservation program objectives and initiatives; and

WHEREAS, education in water conservation methods and technology has been demonstrated as an effective means of reducing water demand in households and businesses; and

WHEREAS, the education of elementary and intermediate students in the District's Water Conservation Education Program has been tested in area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55,

jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.

PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by establishing and maintaining programs designed to achieve reductions in water demand in municipal, industrial, commercial, educational, agricultural, recreational, and household use. In-school water conservation education programs may include:

- (A) providing school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and web-based applications, to area schools.
- (B) providing training to teachers and all support functions such as slide presentations, video presentations, publications, and program outlines;
- (C) conducting an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators, and parents, and provide the evaluation results to the Sponsor; and
- (D) providing information related to other water conservation program objectives and initiatives.

1.02 The Subsidence District shall provide water conservation credits as follows:

- (A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each Program sponsorship.
- (B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided, however, that the Certificates of Deposit will be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.
- (C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's permitted groundwater allocation by the amount of the water conservation credit by a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the Subsidence District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor.

II. PAYMENT

2.01 The Sponsor agrees to 510 sponsorships for the Program for one year from the date of the execution of this Agreement.

The Subsidence District agrees to pursue sponsorships at the following school(s) in Friendswood or Clear Creek ISD.

Any school in Friendswood or Clear Creek ISD

If the Subsidence District is unable to obtain sponsorships in the preferred school(s), the Sponsor will not sponsor any students for that academic year.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$38.00 per sponsorship. The above payment shall provide sponsorship for one year.

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by providing a written request to the Subsidence District.

2.04 The Sponsor warrants that funds to support this program have been budgeted for the current fiscal year and will continue to be budgeted each year this Agreement is renewed.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III. TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

3.02 The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from Sponsor, and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

IV. MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

4.02 Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this Agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

By: _____ (Title)

ATTEST:

By: _____

(Title)

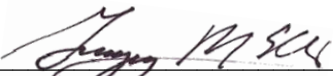
Date: _____

HARRIS-GALVESTON SUBSIDENCE DISTRICT



By: Michael J. Turco, General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel

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: October 3, 2022

Date submitted: 09/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2022-2023.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

It is time for the City to renew the contract with the Galveston County Health District (GCHD) for pollution control and abatement services. Per the contract, the GCHD agrees to investigate and resolve water quality related complaints, monitor storm water quality, and conduct at least one unannounced inspection at 100 percent of the identified grease traps associated with the Galveston County Health District permitted food establishments within the jurisdictional boundaries of the City. The District will also provide assistance to the City in the performance of stormwater-related activities such as, but not limited to, public education/outreach and illicit discharge detection and elimination investigations including dry weather screenings.

Also as a part of this contract, the GCHD will be monitoring designated storm water sites within the City. The GCHD reviews the historical storm water data and analyzes the sampling sites attempting to locate pollution sources. This collected data is critical for the City of Friendswood's Municipal Storm and Sewer Program (MS4). This program is required by permit by the EPA. The GCHD submits an annual summary of all its activities within the City jurisdiction completed during the fiscal year.

The required expenditure for the FY2022-23 contract is \$28,278.00. It will be accounted for out of the Public Works proposed FY2022-23 annual operational budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the contract will satisfy the requirements found under the Texas Water Code, which outlines specific requirements and responsibilities of a water pollution control abatement program.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. FY23 Water Pollution Abatement Agreement (signed)

Contractual Agreement
For the
City of Friendswood

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF FRIENDSWOOD	§

THIS AGREEMENT is made and entered into by and between the City of Friendswood (hereinafter "CITY"), with its principal office at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett F. Lowry Expressway, Texas City, Galveston County, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☐ **Source Inspections** - Publicly Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒ **Source Inspections** - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.
- (11) The PERFORMING PARTY will immediately coordinate with the REPONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and

substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

ARTICLE V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principal office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their quarterly statement. Final payment for services shall be due upon completion of these services.

ARTICLE VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

ARTICLE VIII

NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Rene Ibarra
Director of Public Works
City of Friendswood
15355 Blackhawk Blvd
Friendswood, Texas 77546

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Katie Wilson
Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

ARTICLE IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,

- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees that it will indemnify and require its subcontractors to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S or subcontractor's failure to maintain adequate general liability insurance or worker's compensation coverage required by this AGREEMENT or as required by governing law.

ARTICLE X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

ARTICLE XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regard to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVII

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or his designee has the

authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVI

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2022 and shall continue in full force until September 30, 2023, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF FRIENDSWOOD

Neal Pathak

Neal Pathak
Contract Analyst

Mike Foreman
Mayor

09/09/2022

Date

Date

Attachment A: Contract Pricing

City of Friendswood October 1, 2022 - September 30, 2023			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2020 Census	41,213	\$0.33	*\$12,796
Wastewater Treatment Plant Inspection (Spot)	0	\$0	\$0
Wastewater Treatment Plant Inspection (CCI)	0	\$0	\$0
Source Inspections - Grease Traps	85	\$98	\$8,330
Surface Water Sampling (collect and lab testing)	6	\$1,192	\$7,152
Grand Total			\$28,278

*Reduced by \$804 to cap contract grand total annual increase at 10%.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 3, 2022

Date submitted: 09/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a banner permit application for the Starlight Outreach and Rescue to advertise its "Dogtoberfest Event."

Originating Department: Public Works

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Starlight Outreach and Rescue is requesting to hang a street banner. The banner will advertise its annual Dogtoberfest Event from October 24, 2022, through October 30, 2022. The wording on the banner will state "Annual Dogtoberfest Event" and the date of the event.

All paperwork has been properly filled out and all other requirements have been met.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Via the outreach channel of visibility from vehicular traffic on FM 518 in front of Stevenson Park, the Friendswood Community will be able to be informed of the event.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Dogtoberfest Street Banner License Agreement
2. COI for License Agreement

STREET BANNER LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Street Banner License Agreement (this "Agreement") is made and entered into this 3rd day of October, 2022, by and between the City of Friendswood, Texas, a home-rule municipal corporation located in Harris and Galveston Counties, Texas (the "City") and Starlight Outreach and Rescue, a non-commercial, charitable, nonprofit organization, having a principal place of business located at 2841 Love Lane, Friendswood, Texas (the "Licensee"). The City and the Licensee are each hereinafter referred to as "Party" and are collectively referred to as the "Parties."

For and in consideration of the promises, covenants, terms and provisions contained herein, the Parties hereby agree as follows:

1. City's Obligations.

- 1.01 Subject to Texas Department of Transportation written approval, the City agrees to permit the Licensee to use that portion of the S. Friendswood Drive right-of-way adjacent to Stevenson Park and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes, for the purpose of placing a banner over S. Friendswood Drive for a period of seven (7) days from October 24th, 2022 to October 30th, 2022.
- 1.02 Upon The Licensee's payment of all applicable fees, the City shall install a banner over S. Friendswood Drive on or before October 24th, 2022 and shall remove the same on October 30th, 2022, unless earlier removed in order to protect the public health, safety, and welfare.

2. The Licensee's Obligations

- 2.01 The Licensee shall pay to the City a non-refundable fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00). All fees required hereunder shall be paid prior to the installation of the banner. Payment to City hereunder shall be by check, certified or cashier's check or by personal check if drawn on banks for which verification of funds may be obtained.
- 2.02 The Licensee shall conduct its activities so as not to endanger any person or property. The Licensee understand and agrees that should the banner pose a risk of danger to persons or property, the City may remove the banner without advance notice to the Licensee without liability.
- 2.03 The Licensee agrees that the placement, installation and removal of the banner shall be in accordance with all applicable laws, rules and regulations, including, but not limited to, Resolution Nos. R92-8 and R2004-27 of the City of Friendswood.
- 2.04 The Licensee agrees that the banner placed pursuant to the Agreement will be removed by the City upon the expiration of the license term specified in Section 3 below, unless required to be removed earlier for the protection of the public health, safety, and welfare. The Licensee shall be responsible for any and all damage to (i) the right-of-way, including any structure or facility located in, on, over, or under the right-of-way, and/or (ii) any other personal or real property, which damage is caused by the placement, removal or display of the banner. The Licensee shall pick up the banner before 5:00 p.m.

on the Monday following the banner's removal. Should the Licensee fail to do so, the banner shall be considered abandoned and the City may keep or dispose of it as it sees fit.

- 2.05 Notwithstanding any other provision in this Agreement, it is further agreed that the City shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the installation, maintenance, inspection, or use of the banner belonging to the Licensee and constructed, installed or placed on or over public right-of-way.

THE LICENSEE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY IN THIS PARAGRAPH THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND FOR ANY INJURY, DEATH, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BANNER CONTEMPLATED HEREIN, OR IN THE PERFORMANCE OF ANY ACT OR ANY OMISSION UNDERTAKEN PURSUANT TO OR IN ANY MANNER RELATED TO THE LICENSE GRANTED HEREBY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE LICENSEE, ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES (COLLECTIVELY AS USED HEREIN "THE LICENSEE") OR THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE LICENSEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE LICENSEE TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE AND FROM THE CONSEQUENCES OF THE LICENSEE'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. 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 OWNER BY REASON OF ANY OF THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE INCLUDED ELSEWHERE IN THIS CONTRACT, THE CONTRACTOR FURTHER AGREES AND

**COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY
LEGAL COUNSEL ACCEPTABLE TO THE OWNER.** The indemnities
provided for herein, including, but not limited to, those elsewhere in this Contract, will
survive the expiration or termination of this Agreement.

- 2.06 The Licensee shall maintain throughout the term of this Agreement the following coverages, written by a carrier that is licensed and admitted to do business in the State of Texas and having an A.M. Best Rating of A:VII or higher.

Commercial General Liability Policy;

- General aggregate of \$1,000,000.
- Minimum of \$500,000 per occurrence.
- Coverage shall be broad form.
- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of subrogation in favor of the City
- City, its officers, agents and employees shall be listed as additional insureds

Prior to the execution of this Agreement and thereafter upon request, The Licensee shall provide certificates of insurance to the City evidencing the coverages required herein.

3. Term

Except as otherwise provided herein, the term of this Agreement shall begin on the date signed by the City Manager and shall continue in full force and effect until the Banner is removed and the right-of-way is restored; provided that Sections 2.04 – 2.06 shall not expire but shall remain in full force and effect.

4. General Conditions

- 4.01 Neither the City nor the Licensee shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part during the term hereof.
- 4.02 Failure of either Party hereto to insist on the strict performance of any of the agreements 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 or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 4.03 This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
- 4.04 All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- 4.05 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

- 4.06 This Agreement, together with Resolution Nos. R92-8 and R2004-27 of the City of Friendswood, contains all the agreements of the Parties relating to the subject matter hereof and is the full and final expression of the agreement between the Parties. This Agreement shall not be amended or modified without the express written consent of both Parties hereto.

Executed in duplicate originals, this the ____ day of October, 2022.

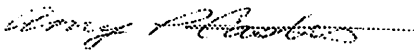
CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager (Date)

ATTEST:

LETTIE BRYSCH, City Secretary

THE LICENSEE:

 9/20/22

(Signature) (Date)

Amy P Castro

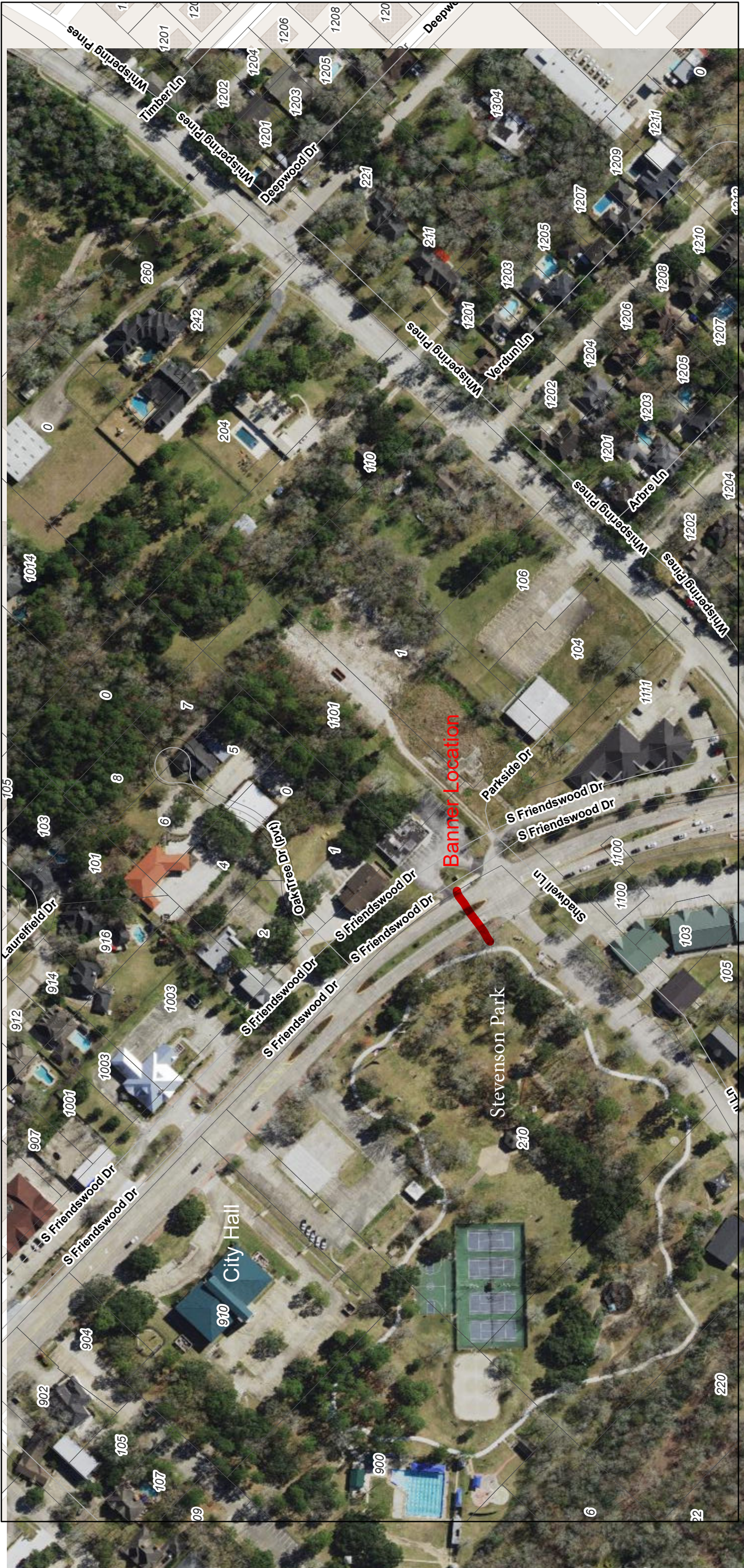
(Printed Name)

President, Starlight Outreach and Rescue

(Title)

Friendswood, Texas

Exhibit "A"



9/22/2022, 2:33:49 PM

City Limits

Streets

Galveston_County- Lot_Lines

Parcels

Parcels Owner Information

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

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Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

Please print or type information

Date: 9/21/22

To the Texas Department of Transportation (TxDOT)

c/o Area Engineer Galveston County, Texas

This form must be received at least 7 days prior to proposed use on the right of way.

Applicant Starlight Outreach 3 Rescue proposes to place a
sign within the right of way of Highway FM 518 Location Across from Stevenson Park on
FM 518 in Friendswood, TX in Galveston County, Texas.

☐ Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet.

The temporary structure/vehicle will be placed _____ feet from the roadway and will have
the following characteristics:

Mounting Height 25 ft Thickness _____
Sign Dimensions (Height, Width, Length) 24 ft x 4 ft (Length/Height) 4 in (Width)
Sign Material Porous material Netted
Sign Support Dimensions Posts 32.75 ft x 9 in dia; Wire cable 63 ft 8 in
Sign Support Material 2 ea wooden posts, 3 ea steel wire cables
Proposed Text Dogtoberfest

Background Color white Legend Color Black / Orange

The right of way will be used FROM DATE Oct 24th 2022 TO DATE Oct 30th 2022
(maximum of 60 days) and the nature of the event is

Dogtoberfest - Hosted by Family Animal Hospital 3 Starlight Outreach 3 Rescue Dogtoberfest.org
The sponsor of the event, if applicable, is Starlight Outreach 3 Rescue

I will avoid or minimize impacts, and will, at my own expense, restore or repair damage resulting from this event.

I will be responsible for any damages or accidents that may occur during the term of this permit and save TxDOT and
the State of Texas harmless.

I will abide by all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions
or restrictions required by TxDOT to protect natural and cultural resources of the right of way.

If this event causes hazardous traffic conditions to develop, I will cease the activity until corrective measures have
been implemented.

It is expressly understood that TxDOT reserves the right to enforce the terms and conditions that it may deem
necessary for the protection of the transportation facility and safety of the traveling public.

By signing below, I agree to the conditions/provisions included in this application. I am authorized to sign on the
behalf of the organization holding the event.

Amy Castro
Applicant Starlight Outreach 3 Rescue
By President
Title President
Signature [Signature]

2841 Love Ln
Mailing Address _____
Friendswood TX 77546
City State Zip
281 728 2246
Area Code Telephone Number

STREET BANNER USE PERMIT APPLICATION

The below charitable, non-profit organization has given proof that the banner is of a design and material type acceptable by the City of Friendswood and is hereby approved for the City of Friendswood to connect to its designated poles per the December 15, 2003 agreement with Texas New Mexico Power Company.

Date: 9/21/22

Charitable, Non-Profit Organization Name: Starlight Outreach & Rescue

Address: 2841 Love Ln. Friendswood TX. 77546

Mailing Address: 2841 Love Ln. Friendswood TX. 77546

Contact Name: Amy Castec

Phone: 281 728 2246

Effective Dates: October 24th, 2022 THROUGH October 30th, 2022

Banner Title: Dogtoberfest

Banner Meets City of Friendswood Banner Requirement


Applicant's Signature

Each banner shall be constructed of porous netting material of at least eighty percent (80%) cotton mesh netting. No banner shall be more than twenty-five feet (25') in width or more than four feet (4') in height. All Banners shall have approved connecting fasteners along the top and tie-down ropes connected to each corner.

Example Banner & Approved Fastener:



During elections when City "Vote" banners are in place; only one additional banner shall be permitted to be positioned. A maximum of two banners can be positioned. No banner shall be permitted to be placed for a period of more than seven (7) consecutive days unless approved by the Texas Department of Transportation.

No banner permitted shall be erected except at Stevenson Park across South Friendswood Drive. The Street Banner Use Permit, License Agreement and Texas Department of Transportation Permit Application **MUST BE** submitted 30 days before the event. The original Certificate of Insurance must be attached to the application showing the City of Friendswood as the additional insured on the certificate.

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: October 3, 2022

Date submitted: 09/06/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2023 General Assembly and Board of Directors.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2023 General Assembly and Board of Directors.

Every year at this time, H-GAC requests that the Council appoint a member of the governing body to be a representative and one member to be an alternate to the H-GAC General Assembly and Board of Directors. This representative will also be the General Assembly delegate and will also be designated to serve on H-GAC's Board of Directors. Currently, Councilmember Sally Branson is serving as representative and Mayor Mike Foreman is serving as the alternate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

H-GAC is the regional organization through which local governments consider issues and cooperate in solving area-wide problems. Representation in this organization helps bring the needs of Friendswood to the forefront.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating HGAC Representative & Alternate
2. City of Friendswood Designation Letter

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, DESIGNATING THE CITY OF FRIENDSWOOD'S REPRESENTATIVE
AND ALTERNATE TO THE GENERAL ASSEMBLY OF THE HOUSTON-
GALVESTON AREA COUNCIL FOR THE YEAR 2023; AND PROVIDING FOR
THE EFFECTIVE DATE THEREOF.

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 hereby designates Councilmember Sally Branson as the City of Friendswood's representative to the General Assembly of the Houston-Galveston Area Council for the year 2023 and to the Board of Directors of the Houston-Galveston Area Council for the year 2023.

Section 2: That the City Council of the City of Friendswood hereby designates Mayor Mike Foreman as the City of Friendswood's alternate representative to the General Assembly of the Houston-Galveston Area Council for the year 2023 and to the Board of Directors of the Houston-Galveston Area Council for the year 2023.

Section 3: The terms of these representatives shall be concurrent with their terms as members of the City Council.

Section 4: The City Secretary is hereby directed to notify the Executive Director of the Houston-Galveston Area Council of the City's representatives named hereinabove.

Section 5: This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

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

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

September 1, 2022

The Honorable Mike Foreman
Mayor of Friendswood
910 S Friendswood Dr.
Friendswood, TX, 77546

Dear Mayor Foreman:

The end of the year is quickly approaching, and the Houston-Galveston Area Council is looking ahead to 2023. We are continuously working to better serve our member governments. In that spirit, we are bringing the conversation to your communities to hear more about your needs and how we can work together to improve quality of life across the region. These interactive, town-hall style meetings are designed to hear from you, and to help us plan for and implement ways to better serve you and your community. Beyond these meetings, however, one of the best ways to contribute to the regional discussion is to stay engaged with us, and you can do this by appointing elected representatives from your city to be an active member in our regional conversations and decision-making.

H-GAC is asking the City of Friendswood to be a part of this next year of service by designating representatives to our General Assembly. H-GAC bylaws allow each member city to designate one elected official as representative and one elected official as an alternate to the General Assembly. Of these representatives to the General Assembly, one shall be appointed to serve as the city's delegate to the Board of Directors, while the other representative shall be named as the alternate to the Board of Directors. The 2023 representative and alternate begin their terms of office on January 1, 2023.

I have attached the nomination form on which you can designate your representatives. Please email the completed form to Laura.Parker@h-gac.com. If more information concerning General Assembly and Board of Directors membership would be useful, please **contact** me at 713-993-4514 or Rick Guerrero at 713-993-4598.

Thank you for the City of Friendswood's continuing participation and support for the Houston-Galveston Area Council. We are looking forward to working with you.

Sincerely,



Charles Wemple (Aug 31, 2022 17:03 CDT)

Chuck Wemple

Attachment

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: October 3, 2022

Date submitted: 09/08/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Economic Development Contract with Bay Area Houston Economic Partnership.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The purpose of the Bay Area Houston Economic Partnership ("BAHEP") is to stimulate regional economic development and employment in the Bay Area, including the area within the City of Friendswood. Pursuant to the proposed agreement, BAHEP will be required:

- to implement initiatives to promote support for programs and employment associated with NASA JSC;
- to promote the City at trade shows, at events and in the media;
- to assist the City with programs designed to promote economic growth;
- to distribute economic development data and demographics
- to provide seminars and events promoting economic development and diversification;
- to assist with state and federal legislation/policies enhancing economic development within the City;
- to offer free engineering services through its Space Alliance Technology Outreach program; and
- to collaborate with other regional organizations to protect and grow the Ellington Airport assets and expand the military presence at Ellington Field.

The City will be required to pay in advance \$17,000 per year for these services. The agreement is for a three-year term and may be terminated at any time by either party upon thirty (30) days' prior written notice.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Economic Development Contract
2. Exhibit A - BAHEP Proposal
3. Government Code Verifications Form
4. Form 1295

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTIES OF HARRIS §
AND GALVESTON §

ECONOMIC DEVELOPMENT CONTRACT 2022

THIS ECONOMIC DEVELOPMENT CONTRACT 2022 (the "Contract") is made and entered into by and between the CITY OF FRIENDSWOOD, TEXAS (the "City"), and the BAY AREA HOUSTON ECONOMIC PARTNERSHIP (the "Provider").

WITNESSETH:

WHEREAS, the City desires to promote the development of business and commerce within the City, including the location and development of new business and the retention and expansion of existing business, specifically and foremost the retention of business and jobs associated with the National Aeronautics and Space Administration ("NASA") and its vendors; and

WHEREAS, the City finds and determines that the development of business within the region promotes the economic welfare and well-being of the City and its residents by, among other things, expanding the tax and employment bases of the City and, therefore, enhancing the health, safety, welfare, and quality of life of the residents thereof; and

WHEREAS, the Provider was formed for the purpose of, among others, promoting and encouraging, or causing to be promoted and encouraged, the formation of new businesses, and the general diversification of the economy of and in all or a portion of Harris County and the surrounding area, including all or a portion of Galveston County, which area includes the City; and

WHEREAS, the City desires to contract with the Provider to provide, or cause to be provided, economic development services as herein described for and on behalf of the City; and

WHEREAS, the Provider is willing to provide, or cause to be provided, in exchange for the consideration herein expressed, the economic development services desired by the City; and

WHEREAS, the City and the Provider agree that, in order to foster and promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts, information and data developed, generated, or received by the Provider should remain privileged and confidential, to the extent provided by the Texas Public Information Act provisions that are applicable to information held by the City;

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is hereby agreed as follows:

ARTICLE I

QUALIFICATION OF THE PROVIDER

Section 1.01. Representations and Warranties of the Provider.

The Provider hereby represents and warrants as follows:

- A. The Provider will engage in on-going effort to attract new business to the City and to encourage the retention and expansion of existing businesses within the region, with specific emphasis on retaining business and jobs associated with NASA and its vendors.
- B. The Provider will coordinate its activities with other area economic development organizations within Harris and Galveston counties and seek to enhance cooperation throughout Harris and Galveston Counties in furtherance of the Provider's efforts on the City's behalf hereunder.
- C. The Provider is a 501(c)(6) not-for-profit corporation having as its principal purpose the promotion of economic development within all or a portion of Galveston and Harris Counties, including the City.
- D. The Provider agrees to provide the scope of services as represented in its FY2023 – FY2025 Economic Development Services Proposal, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes (the "Proposal"). The Provider agrees to abide by the terms of the Proposal. To the extent the terms of the Proposal are inconsistent with this Contract, this Contract shall control.

ARTICLE II

SCOPE OF SERVICES

Section 2.01. Services to be Provided.

The Provider will provide the following basic services:

- A. Develop and implement initiatives intended to obtain maximum funding and support for programs and employment associated with NASA JSC;
- B. Promote the City as a key player in the Bay Area Houston region through numerous venues including regional, national, and international trade shows and events, website, and media, as well as by disseminating key demographic data to national site consultants;
- C. Assist the City in other projects or initiatives that would benefit the City in the area of economic growth;

- D. Distribute and promote economic development data and demographics as provided by the City or its designee;
- E. Promote economic growth and diversification through seminars, workshops and similar events;
- F. Assist the City in promoting state and federal legislation or policies designed to enhance the economic well-being of the City;
- G. Make available to the Friendswood businesses free engineering services, as provided through the Provider's Space Alliance Technology Outreach Program; and
- H. Collaborate with the City and other regional organizations to protect and grow the Ellington Airport assets and expand the military presence at Ellington Field. The Provider will work with the Houston Airport System to market Ellington Airport, the Houston Spaceport, and perform economic development activities to protect and grow assets related to aerospace. The Provider, through its Ellington Field Task Force, will work with local businesses and elected officials in a strategic manner focusing on areas which most substantially benefit the military presence at Ellington Field - alert fighter aircraft replacement, predator unmanned aerial vehicles, quality of life for Joint Armed Forces Reserve Base, and Regional Homeland Security Defense Operations Center.

Section 2.02. Reports to the City.

The Provider shall prepare and submit information and reports demonstrating and describing its activities and services being provided on behalf of the City. This shall include information submitted at semi-annual meetings, at which the City shall be authorized to participate through its designated representative, and in annual written or verbal status reports to the City Council, or its designated representative. In addition, the Provider shall submit to the City, within sixty days (60) following the end of each calendar year, a written report identifying the accomplishments on behalf of the region and the City during the previous year, as well as goals and objectives for the current year.

ARTICLE III

TIME PERFORMANCE

Section 3.01. Time of Performance.

The Provider shall provide the services described in Article II above for a period of thirty-six (36) months commencing on the date of execution of this Contract.

ARTICLE IV

PAYMENT FOR SERVICES

Section 4.01. Fees.

For and in consideration of the services to be performed by the Provider, and subject to compliance with the terms of this Contract; the City shall pay to the Provider the noted amounts described on the noted dates below.

2022 – 2023	\$17,000
2023 – 2024	\$17,000
2024 – 2025	\$17,000

Section 4.02. Invoice.

The Provider shall submit three annual billing statements to the City for the amounts established in Section 4.01 hereinabove.

Section 4.03. Payment.

The City shall process annual billing statements and make payment within thirty (30) days after receiving a proper statement.

Section 4.04. Refund.

The City and Provider understand and agree that any funds not used for the scope of services specified Article 2 of this Contract in any given year shall be refunded to the City within thirty (30) days after the conclusion of each such year.

ARTICLE V

TERMINATION

Section 5.01. Termination.

Either party may terminate this Contract upon default by the other. A default shall be deemed to have occurred if a party fails to perform or observe any of the terms or conditions of this Contract required to be performed or observed by each party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its duties hereunder as of the 30th day following the receipt by the defaulting party of a notice describing such default and its intended termination, provided: (i) such termination shall be ineffective if, within said thirty-day period, the defaulting party cures the default or (ii) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Section 5.02. Termination at Will.

Any party desiring to terminate this Contract may do so, with or without cause, upon thirty (30) days' notice thereof, in the manner provided in Section 6.05 hereof.

Section 5.03. Final Accounting and Refund.

Should this Contract be terminated pursuant to Section 5.01 or 5.02, within ten days from the termination notification, the Provider shall provide a listing of expenditures that have occurred since the annual period for which funds were last appropriated together with a final accounting of all expenditures and tax funds on the day of termination. Any use of remaining funds by the Provider after notification of termination and prior to termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II, and further conditioned upon such contractual obligations having a term not exceeding the portion of the term of this Contract for which funds have been appropriated. All unspent and unappropriated funds remaining from the City's annual payment shall be refunded to the City within thirty (30) days of termination in accordance with this section.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Independent Contractor.

The relationship of the Provider to the City hereunder shall be that of an independent contractor. The City shall have no authority to direct the day-to-day activities of any of the Provider's employees, shall have no authority over the Provider's decisions, and shall have no rights to ownership of internal working papers or other information or data of the Provider, except for those pertaining to the scope of services provided in accordance with this Contract and as otherwise specifically authorized or required herein.

Section 6.02. Confidentiality of Information.

It is specifically acknowledged and agreed that the Provider has bargained for the confidentiality of all internal information and data that it generates other than that required to be submitted to the City pursuant to Article II and Section 6.07 hereof. The City and the Provider agree that such confidentiality is necessary to foster and to promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts. Should the City receive a request for such information, the City agrees that it will notify the Provider of such request and submit the information to the Texas Attorney General. Thereafter, the Provider shall have the obligation to submit its arguments to the AG as to why the requested information should be exempt from disclosure. The City will abide by the decision of the AG. Furthermore, nothing contained herein shall limit the City from disclosing information that it is required by law to disclosed, whether via a subpoena or any other means.

Section 6.03. Parties in Interest.

This Contract shall be binding on and inure to the benefit of the City and the Provider and shall not bestow any rights upon any third parties.

Section 6.04. Nonwaiver.

Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on and enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any further default or failure of performance.

Section 6.05. Applicable Laws.

This Contract shall be subject to and construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction hereover. Venue for all purposes hereunder shall lie in Galveston County, Texas.

Section 6.06. Notices.

All notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following deposit into a United States Postal Service post office or receptacle with proper postage affixed thereto, sent Certified Mail, Return Receipt Requested, addressed to the respective other party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

City: City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546
Attn: City Manager

Provider: Bay Area Houston Economic Partnership
18045 Saturn Lane
P.O. Box 58724
Houston, TX 77258-8724
Attn: President

Section 6.07. Audits.

The Provider shall present to the City, within (90) days of the close of each of the Provider's fiscal years during the term of this Contract, its audited annual financial statements for the preceding year, prepared by an independent certified public accountant.

Section 6.08. Entire Agreement.

This Contract contains the entire agreement of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any changes or amendments to the rights or obligations of the parties hereunder must be made in writing and signed by both parties.

Section 6.09. Ambiguities.

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 6.10. Effective Date.

The effective date of this Contract shall be the date of execution of this Contract.

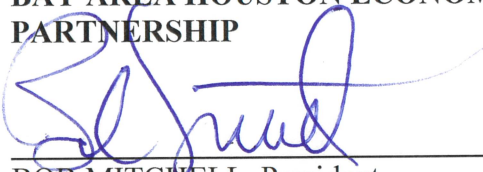
CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager (Date)

ATTEST:

LETTIE BRYSCH, City Secretary

**BAY AREA HOUSTON ECONOMIC
PARTNERSHIP**



BOB MITCHELL, President (Date) 9/9/22

ATTEST:



BOB PAYNE, Contracts Director



Economic Development Services Proposal

September 6, 2022

Submitted to:
City of Friendswood

Presented By:
Bob Mitchell
Bay Area Houston Economic Partnership
18045 Saturn Lane
Houston, Texas 77058
Phone: 832.536.3255

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Purpose

The Bay Area Houston Economic Partnership (BAHEP) seeks to enter into an economic development services contract with the City of Friendswood to continue and further improve our existing partnership and target specific economic development programs and initiatives that will be mutually beneficial for Friendswood and the entire Bay Area Houston region.

Bay Area Houston Economic Partnership

Who We Are

The Bay Area Houston Economic Partnership (BAHEP) is a 501(c)(6) nonprofit organization providing the leadership to stimulate regional economic development and employment in Bay Area Houston including Friendswood. We work to expand and attract new businesses targeting aerospace and aviation, healthcare, maritime and logistics, specialty chemical, and tourism and recreation. We also work to support the growth and viability across the region's four fundamental service sectors: education and workforce development, governmental services, licensed professional services, and business support services for our partner cities in Bay Area Houston. BAHEP focuses on economic growth through job creation and retention and business recruitment and expansion.

BAHEP's primary service area is geographically situated with the City of Friendswood to the west, the Bayport Industrial Complex on the east, Ellington Airport and City of Houston on the north, and City of Hitchcock and City of Santa Fe on the south. Bay Area Houston includes approximately 800,000 people who live and work in the region. BAHEP's service area represents more than 90 percent of all aerospace jobs in metropolitan Houston. Our organization is comprised of, and funded by, 265-plus members, including the cities Clear Lake Shores, Dickinson, El Lago, Hitchcock, Houston, Kemah, La Porte, League City, Morgan's Point, Nassau Bay, Pasadena, Santa Fe, Seabrook, Taylor Lake Village, and Webster, as well as Harris and Galveston counties.

BAHEP enjoys a strong reputation for its innovative initiatives, aggressive economic development programs, and success in building partnerships that result in economic growth for its service area.

BAHEP proposes to continue our partnership with the City of Friendswood to create, develop, and implement a long-term economic development strategy that benefits Friendswood and its citizens, as well as the Bay Area Houston region.

What We Do

Member investors of BAHEP are the heart and soul of the organization. Membership investment and involvement fuel the partnership's mission to provide the leadership necessary for stimulating economic development and employment in the region.

Approximately one-half of BAHEP's funding comes from municipal memberships. Accomplishing the goals set forth by each of our member cities and counties is made possible through their financial support and valuable time provided to our organization to make the Bay Area Houston region a better place to work and live.

BAHEP Objectives

BAHEP proposes to assist the City of Friendswood in its economic development strategy pursuits by implementing the needed, realistic objectives for the City of Friendswood. Each objective has a stated purpose, along with a strategy to fully implement change which will improve the economic development climate and quality of life in Friendswood. BAHEP will continue its special initiatives and advocacy efforts to grow and protect the region, including its advocacy for storm surge protection technologies to protect homes, industry, and the Galveston Bay ecosystem.

FY2023 – FY2025 Proposed Scope of Services and Funding

BAHEP will continue its existing partnership with the City of Friendswood with a three-year agreement at a funding rate of \$17,000 for fiscal year 2023, \$17,000 for fiscal year 2024, and \$17,000 for fiscal year 2025 (Oct. 1, 2022, through Sept. 30, 2025), for the economic development services listed below:

- A. Develop and implement initiatives intended to obtain maximum federal funding and support for programs and employment associated with NASA Johnson Space Center.
- B. Promote the City of Friendswood as a key player in the Bay Area Houston region through numerous venues including regional, national, and international trade shows and events, website, and media, as well as by disseminating key demographic and economic data to national site consultants.
- C. Assist the City of Friendswood in other projects or initiatives that would benefit city in the area of economic growth.
- D. Distribute and promote economic development data and demographics as provided by the city of Friendswood or its designee.
- E. Promote economic growth and diversification through seminars, workshops and similar events.
- F. Assist the City of Friendswood in continuing the implementation of its strategic plan for community and economic development (Vision 2020).
- G. Assist the City of Friendswood in promoting state and federal legislation or policies designed to enhance the economic well-being of the city.
- H. Make available to the Friendswood businesses free engineering services, as provided through the BAHEP's Space Alliance Technology Outreach Program (SATOP).
- I. Work to protect and grow the Ellington Airport assets, including the Houston Spaceport, and expand the military presence at Ellington Field.

BAHEP will work with the Houston Airport System to market Ellington Airport, and the Houston Spaceport, and perform economic development activities to protect and grow assets related to aerospace and aviation.

BAHEP, through its Ellington Field Task Force, will work with local businesses and elected officials in a strategic manner focusing on areas which most substantially benefit the military presence at Ellington Field - Alert fighter aircraft, Predator unmanned aerial vehicles, quality of life for Joint Armed Forces Reserve Base, and Regional Homeland Security Defense Operations Center.

J. Through its International Maritime Advisory Committee, BAHEP will advocate for federal funding for the storm surge protection system for the City of Friendswood and the Upper Texas Gulf Coast and work to increase export and import activities.

K. BAHEP will continue to monitor the federal government's National Flood Insurance Program and its reauthorization to help ensure that residents of the City of Friendswood and Bay Area Houston are not adversely impacted.

L. BAHEP will provide the following additional special services:

1. BAHEP through its "BAHEP Cares! Executive Mentoring Veterans" program, will serve unemployed and transitioning veterans, guard, reservists and spouses helping them gain a rewarding career path and job by providing voluntary executive mentorship and career advancement services.
2. BAHEP will collaborate with its affiliated Bay Area Houston Advanced Technology Consortium, or BayTech, to retain the intellectual capital of this country's human space exploration program as well as to facilitate usage of the unique capabilities offered at NASA Johnson Space Center.

By continuing the strong relationship between the City of Friendswood and BAHEP, we can better focus and spearhead activities that truly are representative of City of Friendswood's economic development goals and interests related to near-term and long-ranging planning.

Our services agreement with City of Friendswood allows economic development to be a consistent driving vehicle within the city. Consistency and long-term planning are key in developing a sound economic development basis on which to grow the City of Friendswood's economic base and, at the same time, diversify its economic base.

Funding Use

Funding from the City of Friendswood for economic development services will be used specifically for implementation of strategies to achieve proven economic development objectives that have been identified and supported by the City of Friendswood and its residents.

Payment Schedule

2022 – 2023	\$17,000
2023 – 2024	\$17,000
2024 – 2025	\$17,000

Payment shall be made by payable within forty-five (45) days of the execution hereof for fiscal year 2023 and by October 1, 2023 for fiscal year 2024 and by October 1, 2024 for fiscal year 2025.

Summary

The City of Friendswood has proven its commitment by taking a hands-on approach to attract, retain and expand business opportunities so the city can continue to grow its economic base. With economic development assistance from BAHEP, the City of Friendswood's positive characteristics such as its proximity to NASA Johnson Space Center, Ellington Airport, Ellington Field, and the Houston Spaceport, a highly educated citizenry, available land, and a business friendly government, shall be promoted.

The staff at the Bay Area Houston Economic Partnership is ready to assist the City of Friendswood in developing and executing programs which uphold community values, build on investments made in the community, support the expectations of the City of Friendswood's level of service, and enhance the economic well-being of the city.

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: October 3, 2022

Date submitted: 09/13/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for August 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal CO Tax Aug 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



September 6, 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 month of August, 2022 is true and correct.

Under my hand and seal this 6th day of September, 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

09/01/2022 11:13:29 4082073
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 08/01/2022 THRU 08/31/2022
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 35
 INCLUDES AG ROLLBACK

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	37,516.90	.00	2,808.67	.00	40,325.57	3,478.08	.00	.00	43,803.65
	I & S	.102167	9,951.95	.00	745.01	.00	10,696.96	.00	.00	.00	10,696.96
	TOTAL	.487314	47,468.85	.00	3,553.68	.00	51,022.53	3,478.08	.00	.00	54,500.61
2020	M & O	.392153	11,059.84-	.00	169.04-	.00	11,228.88-	69.65	.00	.00	11,159.23-
	I & S	.095161	2,683.80-	.00	41.02-	.00	2,724.82-	.00	.00	.00	2,724.82-
	TOTAL	.487314	13,743.64-	.00	210.06-	.00	13,953.70-	69.65	.00	.00	13,884.05-
2019	M & O	.432160	3,327.00	.00	292.42	.00	3,619.42	342.25	.00	.00	3,961.67
	I & S	.089279	687.30	.00	60.42	.00	747.72	.00	.00	.00	747.72
	TOTAL	.521439	4,014.30	.00	352.84	.00	4,367.14	342.25	.00	.00	4,709.39
2018	M & O	.437173	2,421.03	.00	423.68	.00	2,844.71	.00	.00	.00	2,844.71
	I & S	.095218	527.31	.00	92.28	.00	619.59	.00	.00	.00	619.59
	TOTAL	.532391	2,948.34	.00	515.96	.00	3,464.30	.00	.00	.00	3,464.30
ALL	M & O		32,205.09	.00	3,355.73	.00	35,560.82	3,889.98	.00	.00	39,450.80
ALL	I & S		8,482.76	.00	856.69	.00	9,339.45	.00	.00	.00	9,339.45
ALL	TOTAL		40,687.85	.00	4,212.42	.00	44,900.27	3,889.98	.00	.00	48,790.25
DIQ	M & O		32,205.09	.00	3,355.73	.00	35,560.82	3,889.98	.00	.00	39,450.80
DIQ	I & S		8,482.76	.00	856.69	.00	9,339.45	.00	.00	.00	9,339.45
DIQ	TOTAL		40,687.85	.00	4,212.42	.00	44,900.27	3,889.98	.00	.00	48,790.25
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 08/01/2022 THRU 08/31/2022
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
	2018 TOTAL		2,948.34	0.00	515.96	0.00	0.00	3,464.30
	2019 TOTAL		4,996.58	0.00	1,160.31	534.14	0.00	6,691.03
	2020 TOTAL		2,544.60	0.00	322.89	250.23	0.00	3,117.72
	2021 TOTAL		57,255.32	0.00	4,005.67	3,774.51	0.00	65,035.50
	TOTAL PAYMENTS		67,744.84	0.00	6,004.83	4,558.88	0.00	78,308.55
	2019 TOTAL		982.28-	0.00	807.47-	191.89-	0.00	1,981.64-
	2020 TOTAL		16,288.24-	0.00	532.95-	180.58-	0.00	17,001.77-
	2021 TOTAL		9,786.47-	0.00	451.99-	296.43-	0.00	10,534.89-
	TOTAL REVERSALS		27,056.99-	0.00	1,792.41-	668.90-	0.00	29,518.30-
	TOTAL FOR UNIT		40,687.85	0.00	4,212.42	3,889.98	0.00	48,790.25

09/01/2022 11:12:29
TC298-M SELECTION: DEPOSIT

4082073

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION

REVERSAIS DETAIL SCHEDULE
FROM: 08/01/2022 THRU 08/31/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 55
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019 RF220818	1043970000001	202006	306.60-	0.00	39.85-	0.00 HK36	346.45	0.00 RF
2019 RF220818	1043970000001	202006	0.00	0.00	0.00	0.00 HK36	346.45-	346.45-RF
2019 929081822T	201141	202207	675.68-	0.00	767.62-	191.89-CERT21TX005	0.00	1,635.19-TR
2019 TOTAL			982.28-	0.00	807.47-	191.89-	0.00	1,981.64-
2020 RF220818	1043970000001	202101	308.04-	0.00	0.00	0.00 HK24	308.04	0.00 RF
2020 RF220818	1043970000001	202101	0.00	0.00	0.00	0.00 HK24	308.04-RF	308.04-RF
2020 RF220818	1057810000021	202101	121.83-	0.00	0.00	0.00 HK24	121.83	0.00 RF
2020 RF220818	1057810000021	202101	0.00	0.00	0.00	0.00 HK24	121.83-	121.83-RF
2020 RF220818	1206360010024	202012	0.00	0.00	0.00	0.00 HK24	121.82-	121.82-RF
2020 RF220818	1206360010024	202012	121.82-	0.00	0.00	0.00 HK24	121.82	0.00 RF
2020 929081822T	201141	202207	694.52-	0.00	506.76-	180.58-CERT21TX005	0.00	1,381.86-TR
2020 RF220802	201433	202101	0.00	0.00	0.00	0.00 CERT	13,571.70-	13,571.70-RF
2020 RF220802	201433	202101	13,571.70-	0.00	0.00	0.00 CERT	13,571.70	0.00 RF
2020 951080322T	366130	202102	1,470.33-	0.00	26.19-	0.00 CERT	0.00	1,496.52-TR
2020 TOTAL			16,288.24-	0.00	532.95-	180.58-	0.00	17,001.77-

2021 RF220818	1004100000010	202112	85.14-	0.00	0.00	0.00 HK12	85.14	0.00 RF
2021 RF220818	1004100000010	202112	0.00	0.00	0.00	0.00 HK12	85.14-RF	85.14-RF
2021 RF220818	1043990010053	202111	0.00	0.00	0.00	0.00 HK12	60.91-	60.91-RF
2021 RF220818	1043990010053	202111	60.91-	0.00	0.00	0.00 HK12	60.91	0.00 RF
2021 RF220818	1050080000028	202201	168.46-	0.00	0.00	0.00 HK12	168.46	0.00 RF
2021 RF220818	1050080000028	202201	0.00	0.00	0.00	0.00 HK12	168.46-	168.46-RF
2021 951081622T	1055740000047	202206	145.48-	0.00	10.19-	0.00 CERT	0.00	155.67-TR
2021 RF220818	1057810000021	202201	188.42-	0.00	0.00	0.00 HK12	188.42	0.00 RF
2021 RF220818	1057810000021	202201	0.00	0.00	0.00	0.00 HK12	188.42-RF	188.42-RF
2021 RF220817	1198840010001	202206	437.53-	0.00	0.00	0.00 HK12	437.53	0.00 RF
2021 RF220817	1198840010001	202206	0.00	0.00	0.00	0.00 HK12	437.53-RF	437.53-RF
2021 RF220817	1371900010001	202112	1,622.10-	0.00	0.00	0.00 HK12	1,622.10	0.00 RF
2021 RF220817	1371900010001	202112	0.00	0.00	0.00	0.00 HK12	1,622.10-RF	1,622.10-RF
2021 951081122T	168785	202207	823.84-	0.00	148.29-	194.43-CERT	0.00	1,166.56-TR
2021 951080322T	201141	202207	576.44-	0.00	103.75-	102.00-CERT21TX005	0.00	782.19-TR
2021 951081522T	202825	202206	223.73-	0.00	0.00	0.00 CERT	0.00	223.73-TR
2021 951081522T	202825	202207	194.36-	0.00	15.55-	0.00 CERT	0.00	209.91-TR
2021 RF220824	361164	202201	0.00	0.00	0.00	0.00 CERT	1,190.40-	1,190.40-RF
2021 RF220824	361164	202201	1,190.40-	0.00	0.00	0.00 CERT	1,190.40	0.00 RF
2021 951080422T	420107	202207	703.01-	0.00	91.39-	0.00 2151	0.00	794.40-TR
2021 951080322T	436376	202207	251.70-	0.00	20.14-	0.00 CERT	0.00	271.84-TR
2021 951081622T	436376	202206	290.92-	0.00	0.00	0.00 CERT	0.00	290.92-TR
2021 951081622T	436376	202207	269.38-	0.00	21.55-	0.00 CERT	0.00	290.93-TR
2021 951081622T	606693	202206	507.87-	0.00	35.55-	0.00 CERT	0.00	543.42-TR

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TC298-M SELECTION: DEPOSIT

4082073

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2022 THRU 08/31/2022
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021 951081622T	606693	202207	69.73-	0.00	5.58-	0.00 CERT	0.00	75.31-TR
2021 951081622T	606693	202207	75.31-	0.00	0.00	0.00 CERT	0.00	75.31-TR
2021 RF220824	720947	202112	0.00	0.00	0.00	0.00 CERT	1,901.74-	1,901.74-RF
2021 RF220824	720947	202112	1,901.74-	0.00	0.00	0.00 CERT	1,901.74	0.00 RF
2021 TOTAL			9,786.47-	0.00	451.99-	296.43-	0.00	10,534.89-
TOTAL REVERSALS			27,056.99-	0.00	1,792.41-	668.90-	0.00	29,518.30-

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TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2022 TO 08/31/2022

PAGE: 22
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2022 END: 07/31/2023 JURISDICTION: 0337 FRIENDMD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667,192	953,296-	4,213,713,896	00.487314	178,514.73	17,320

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	183,112.68	4,597.95-	4,597.95-	47,468.85	47,468.85	131,045.88	26.59	0.00
2020	40,724.70	13,863.08-	13,863.08-	13,743.64-	13,743.64-	40,605.26	51.16-	0.00
2019	31,463.95	306.60-	306.60-	4,014.30	4,014.30	27,143.05	12.88	0.00
2018	20,734.77	.00	0.00	2,948.34	2,948.34	17,786.43	14.22	0.00
2017	13,655.17	.00	0.00	0.00	0.00	13,655.17	0.00	0.00
2016	12,123.04	.00	0.00	0.00	0.00	12,123.04	0.00	0.00
2015	11,833.72	.00	0.00	0.00	0.00	11,833.72	0.00	0.00
2014	12,474.54	.00	0.00	0.00	0.00	12,474.54	0.00	0.00
2013	9,677.98	.00	0.00	0.00	0.00	9,677.98	0.00	0.00
2012	9,566.41	.00	0.00	0.00	0.00	9,566.41	0.00	0.00
2011	6,897.31	.00	0.00	0.00	0.00	6,897.31	0.00	0.00
2010	3,613.44	.00	0.00	0.00	0.00	3,613.44	0.00	0.00
2009	5,164.80	.00	0.00	0.00	0.00	5,164.80	0.00	0.00
2008	4,281.97	.00	0.00	0.00	0.00	4,281.97	0.00	0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11	0.00	0.00
2006	2,707.18	.00	0.00	0.00	0.00	2,707.18	0.00	0.00
2005	1,298.61	.00	0.00	0.00	0.00	1,298.61	0.00	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	512.76	.00	0.00	0.00	0.00	512.76	0.00	0.00
2001	165.18	.00	0.00	0.00	0.00	165.18	0.00	0.00
2000	98.14	.00	0.00	0.00	0.00	98.14	0.00	0.00
****	372,715.05	18,767.63-	18,767.63-	40,687.85	40,687.85	313,259.57		0.00

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2022
LAND VALUE	5,827,810,207	5,827,810,207	0	0	0	5,827,810,207
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	1,057,178-	1,057,178-	774,100,287
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	1,057,178-	1,057,178-	5,826,753,029
EXEMPTIONS	1,579,451,702	1,579,451,702	0	103,882-	103,882-	1,579,347,820
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	953,296-	953,296-	4,213,713,896
LEVY	183,112.68	183,112.68	.00	4,597.95-	4,597.95-	178,514.73
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	0	0	10,298
OVER 65	3,255	3,255	0	1	1	3,256
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 117
INCLUDES AG ROLIBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2022
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	544,805	2,785,000-	2,240,195-	704,173,145
APPRAISED VALUE	5,043,274,252	5,043,274,252	544,805	2,785,000-	2,240,195-	5,041,034,057
EXEMPTIONS	1,218,139,975	1,218,139,975	491,387	111,225	602,612	1,218,742,587
TAXABLE VALUE	3,797,796,969	3,797,796,969	53,418	2,896,225-	2,842,807-	3,794,954,162
LEVY	40,724.70	40,724.70	260.31	14,123.39-	13,863.08-	26,861.62
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	1	1	10,221
OVER 65	3,163	3,163	0	3	3	3,166
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

09/01/2022 11:14:0 4082074
TC160

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

ALL PROPERTY

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2022 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 08/31/2022 -----
LAND VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
EXEMPTIONS	1,018,439,121	1,018,439,121	0	58,799-	58,799	1,018,497,920
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	58,799-	58,799-	3,494,256,211
LEVY	31,463.95	31,463.95	.00	306.60-	306.60-	31,157.35
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1	1	10,001
OVER 65	2,975	2,975	0	1	1	2,976
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

09/01/2022 11:14:0 4082074
TC160

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0338 CITY OF KEMAH

PAGE: 119
INCLUDES AG ROLLBACK

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2022
LAND VALUE	537,183,315	537,183,315	0	0	0	537,183,315
AG EXCLUSION	524,230	524,230	0	0	0	524,230
IMPROVEMENTS	25,305,632	25,305,632	0	271,867-	271,867-	25,033,765
APPRAISED VALUE	537,183,315	537,183,315	0	271,867-	271,867-	536,911,448
EXEMPTIONS	101,988,533	101,988,533	0	0	0	101,988,533
TAXABLE VALUE	434,670,552	434,670,552	0	271,867-	271,867-	434,398,685
LEVY	18,763.20	18,763.20	.00	487.46-	487.46-	18,275.74
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	436	436	0	0	0	436
OVER 65	154	154	0	0	0	154
DISABLED	16	16	0	0	0	16
VETERAN	7	7	0	0	0	7
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

Ver. 1.54

For Remitted Deposit Dates 08/01/2022 thru 08/31/2022 as of 09/02/2022

Report run on: September 2, 2022 11:10 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 77947	Print Date:08/08/2022						
	Delq	16,598.61	4,283.33	0.00	0.00	0.00	20,881.94
Last Deposit Date	08/03/2022	\$16,598.61	\$4,283.33	\$0.00	\$0.00	\$0.00	\$20,881.94
ACH 77992	Print Date:08/10/2022						
	Delq	4,625.75	1,226.49	0.00	0.00	0.00	5,852.24
Last Deposit Date	08/05/2022	\$4,625.75	\$1,226.49	\$0.00	\$0.00	\$0.00	\$5,852.24
ACH 78034	Print Date:08/15/2022						
	Delq	4,921.29	1,305.46	0.00	0.00	0.00	6,226.75
Last Deposit Date	08/10/2022	\$4,921.29	\$1,305.46	\$0.00	\$0.00	\$0.00	\$6,226.75
ACH 78078	Print Date:08/23/2022						
	Delq	5,776.82	1,585.24	0.00	0.00	0.00	7,362.06
Last Deposit Date	08/18/2022	\$5,776.82	\$1,585.24	\$0.00	\$0.00	\$0.00	\$7,362.06
ACH 78140	Print Date:09/02/2022						
	Delq	3,638.35	938.93	0.00	0.00	0.00	4,577.28
Last Deposit Date	08/31/2022	\$3,638.35	\$938.93	\$0.00	\$0.00	\$0.00	\$4,577.28
Total:		\$35,560.82	\$9,339.45	\$0.00	\$0.00	\$0.00	\$44,900.27

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: October 3, 2022

Date submitted: 09/19/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting, held on August 29, 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 Special Meeting held on August 29, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 08 29 CC SP Meeting Minutes (Draft)

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
AUGUST 29, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON MONDAY, AUGUST 29, 2022, 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
MARY KAY FISCHER	CITY ATTORNEY
LETICIA BRYSCH	CITY SECRETARY

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present with the exception of Councilmember Scott who was absent.

2. INVOCATION

The invocation was led by Deacon Chuck Turner , Mary Queen Catholic Church.

3. PLEDGE OF ALLEGIANCE

Mayor Foreman led the Pledge of Allegiance of the United States and State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Branson stated that this upcoming weekend is a big one for the Historical Society as they will be reopening the museums for the first time since March 2020 because of COVID. So, Saturday from 10:00 a.m. to 2:00 p.m., both the Perry Home and the Brown Home will be open. Additionally, on Monday, a week from today, the KFB, FDFA, the Historical Society, and the Rotary National Art Honors Society are all getting together and putting on an ice cream social for the community from 5:00 to 7:00 p.m.

5. PUBLIC COMMUNICATIONS

Jason Cantrell requested to speak before the Council and stated that in these difficult economic times, he wanted the Council to consider other options other than to raise the property tax, and they included:

- Instead of having a balanced budget, cut reduce expenditures,
- Provide tax relief by decreasing the tax rate through decreases to multi-million-dollar projects,
- Rejecting and/or delaying projects until there is a larger sense of prosperity in the nation, and/or
- Reversing course on some of the services and only provide basic services.

6. CITY OF FRIENDSWOOD FY2022-23 PROPOSED BUDGET

A. Conduct a public hearing regarding the Proposed Fiscal Year 2022-2023 Municipal Budget for the City of Friendswood.

At 5:38 P.M., Mayor Foreman called to order a public hearing regarding the Proposed Fiscal Year 2022-2023 Municipal Budget for the City of Friendswood. Mayor Foreman stated that the public hearing was being held for the purpose of giving all interested persons the right to express their views regarding the Friendswood FY2022-23 Proposed Budget. He noted that everyone desiring to be a part of the hearing should have signed the list in the foyer. Participants were given five minutes to present their information before the Council.

Mayor Foreman asked staff to give the Council an overview of the item being presented.

City Manager Morad Kabiri stated that staff had prepared a presentation regarding this item and would present the information at the Council's discretion. He noted that the information is the same as what was presented earlier in August, as well as at the July meeting, with only minor changes which included the adjustment of the part-time positions in the Police Department to fund an additional police officer as well as some adjustments in revenues and expenditures being \$114.2 million respectively.

Staff answered questions and concerns of the Council including:

How much money is there over the 90-day reserves and how are the unused funds over said reserve being used or going to be used.

Mr. Kabiri noted that in every City Council meeting, staff has brought forth budget amendments to cover the costs of projects and capital expenditures that are needed, to include the Public Safety Building (PSB) and the Fire Station projects, the funds used for these types of items are those in fund balance. He noted that at this time, he could not anticipate what uses of the fund balance will take place beyond what has been designated so far; and further noted that until the City is reimbursed for the grant funds related to the Buyout Mitigation Projects, the City will be short \$247,000 below its required emergency reserve; i.e. 90-day reserve.

Director of Administrative Services Katina Hampton further clarified that when staff closes out the year, any unexpended funds in the existing budget roll into fund balance. She further noted that those funds that have been designated for capital projects that have already been funded in the existing year, but were not expended, will roll into the next year's budget as prior year encumbrances. Therefore, of the proposed fund balance, \$4.5 million will be encumbered in the City's first budget amendment in order to re-appropriate those funds for the projects that have already been approved by the Council.

Ms. Hampton stated that specifically, on Page 70 of the budget document, the third column, Council could see the City's total encumbrances, right before the total expenditures of \$3.7 million. She noted that those encumbrances are made up of purchase orders that have either been issued or appropriated for various capital projects that have not yet been finished and won't be finished at the close of this fiscal year. As such, those monies will roll into fund balance as unencumbered capital, and then, at the start of next fiscal year, the Council will re-appropriate those funds to their designated projects via a budget amendment.

Is there penalty for cities that go over into the next year with outstanding purchased orders (POs).

Ms. Hampton stated that there is no penalty, necessarily, but noted that if the City has designated funds or has signed contracts, but have not received invoices by September 30th, those funds will roll into fund balance in the General Fund and working capital on the Water Sewer Fund and those then have to be re-appropriate in order to pay those vendors that the City has an obligation to pay.

Does the City have a plan or special fund to help the City maintain or plan for needed employees, particularly in this difficult labor market, particularly for public safety.

Mr. Kabiri stated that typically, the City doesn't budget for positions that are not funded because at any given time, if the City is fully staffed, then it runs the risk of expending more revenue than actually collected, which is problematic. He noted that the City cannot have a negative budget and the only way to build up a surplus is to set aside funding either in revenue streams, sales tax, and property taxes to fund these positions. Mr. Kabiri noted that staff tried to keep the money coming in to match exactly what goes out. He further noted that over the last 15 years, nine of those years, the Council has adopted the no new revenue rate or less, which basically says that the City will bring in the same amount of money or less. For six of the last fifteen years, the Council has issued debt that the voters said they wanted in order to tackle certain projects. So, the voter said yes, raise our taxes, because we believe that these projects are worthy of the tax rate that would be necessary to fund them. As such, the City does not have much of a margin to build that surplus, but if the Council is willing, the staff will look into setting aside half a penny or a full penny in future years, in order to have a surplus dedicated to the hiring of additional officers as the need arises, but this would have to be the collective will of the Council.

Mayor Foremen stated that public safety is very important, and staff is planning to talk to the Chief and key stakeholders to make a plan that ensures that the City's number of peace officers is staying in the range that it needs to be in order to keep the City's excellent safety record.

Mayor Foreman stated that he had a number of people signed up to speak on this item and the included:

1. Zach Stafford and his daughter Zoe Stafford stated that he wanted to request that the Council decline the proposed budget in order to eliminate a tax increase and work to reduce costs in order to ensure that those families living in Friendswood do not have to downsize their participation in memberships and contributions to important causes.
2. Jason Cantrell reiterated his comments from the public comment portion of the meeting and asked the Council to reject the proposed budget and start over to reduce the costs associated with the multi-million-dollar decisions included in the proposed budget.
3. Connie Ratisseau stated that she asked the City to reduce its spending and adopt the no new revenue rate of \$0.4574.

With there being no one else who desired to speak on this item, Mayor Foreman closed the public hearing regarding the Friendswood FY2022-23 Proposed Budget at 6:05 P.M.

B. Discuss and take action concerning the City of Friendswood's Proposed FY2022-23 Municipal Budget.

City Manager Morad Kabiri presented the item and stated that the proposed budget was presented to Council back in August. Since then, the projected revenue amount was reduced to \$114.2 million with expenditures remaining the same at \$114.2 million. In terms of tax revenue, property tax revenue is still sitting at a delta from last year to this upcoming year of \$1.8 million. Contract services has gone up \$1.4 million, Fire and EMS has gone up \$253,000, and the cost of the City's debt service has gone up to \$200,000. Mr. Kabiri stated that all of these costs are obligations that the City made previously via contracts that the City cannot backout without running the risks of potentially getting sued for not meeting our obligations. Staff is open to discuss any service that the Council would like to reduce; such as lawn mowing which has come up in the past; however, while we can scale back the frequency with which those things are done, the City does not have the resources to handle these services in-house.

Councilmember Rockey asked what the proposed tax rate in the proposed budget was, to which Mr. Kabiri responded \$0.4873 and further noted that over the last three fiscal years, the City's debt service has gone up \$1.3 million, so outside of the voter approved debt, the tax rate would be three cents less than it is now. Councilmember Rockey stated that he felt that the citizens had tasked the Council with the responsibility of making sure that the city can provide the basics as well as those items that people want to have and enjoy in the community. He noted that this budget had been extremely difficult for everyone, and yet it had met the responsibility of providing for needs and services of the citizens while working to keep the City's employees which are hugely qualified.

Councilmember Hanks stated that as a lifelong educator and a retired person she was very sympathetic and empathetic about the cost of inflation. She further noted that this budget required hard choices to be made, but after having lived in this community for nearly 40 years, she believed that reducing the City's amenities and beautification would be a derelict in our duties, so she would be supporting the proposed budget.

Councilmember Branson stated that the costs of running the city, much like those in our own home budgets are increasing, and she would be supporting the proposed budget as it tries to not increase but maintain, which is the right thing to do.

Councilmember Griffon stated that he had looked at the proposed budget closely, and there are obligations in there that the City has to pay, parks and utilities that have to be maintained and services that must be provided such a public safety, so there is nothing in the budget that can be cut without causing other issues. He further noted that he would be supporting the proposed budget and thanked the Finance staff for all of their hard work.

Mayor Pro Tem Erenwert stated that he appreciated everyone's comments and agreed that costs, rates and tax values are going up, which has impacted homes, businesses and even the city, and while no one likes it, we do have to deal with it and really focus on the City's needs versus wants. He noted that he felt that proposed budget did just that and stated that he would be supporting the budget as well.

Mayor Foreman thanked the citizens that came out to the public hearing to speak on the item and called for a motion on this item.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks approving an ordinance adopting the City of Friendswood's Municipal Budget for Fiscal Year 2022-23, which includes revenue projections of \$114,223,823 and expenditure appropriations totaling \$114,223,823. 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: None.

Other: Councilmember John Scott (absent)

The item passed.

7. ADJOURNMENT

A motion was made by Councilmember Branson and seconded by Councilmember Hanks adjourning the August 29, 2022, City Council Special Meeting. 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: None.

Other: Councilmember John Scott (absent)

The item passed.

With there being no further business to discuss, Mayor Foreman adjourned the August 29, 2022, City Council Special Meeting at 6:21 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: October 3, 2022

Date submitted: 09/13/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on September 12, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approved the City Council minutes from their meeting held on September 12, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 09 12 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
SEPTEMBER 12, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, SEPTEMBER 12, 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
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 with the exception of Councilmember Scott who was absent.

2. INVOCATION

The invocation was led by City Manager Morad Kabiri.

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

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

Councilmember Griffon presented the item and stated that he wanted to take a moment to brag on the City staff. He noted that several months ago, the Galveston County Consolidated Drainage District was having some difficulties locating their own properties, and the location of their easements and properties in relationship to Friendswood's. Councilmember Griffon stated that he brought those concerns to City staff, and Samantha Haritos and Jil Arias in the Engineering Department and Abrin Brooks in the GIS Division took care of the issue by creating a GIS map with that information. They really did a wonderful job and thanked them for all their help with the item.

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

Councilmember Hanks presented the item and stated that a few months ago, the Houston Airport System reached out to local leaders about bringing a seminar of awareness and prevention for human trafficking to this side of Houston. She noted that several cities in the area are involved, and she and Gina Hunt, the City's Victim Liaison with the Friendswood Police Department are serving on the task force representing the City of Friendswood. Councilmember Hanks stated that the event will take place on November 4th, at the Lone Star Flight Museum. The event is open to the public, it is free, and will begin at 10:30 in the morning. There will be a press conference followed by a discussion panel that will be speaking from all areas of this heinous crime. Councilmember Hanks encouraged everyone to attend this very important event.

Councilmember Rockey stated that the Historical Society is gearing up for its Annual Historween, which is scheduled for the last weekend in October, on Saturday night. It's a wonderful event with animals, skits, and a tour of the cemetery. Additionally, the Purple Box Theatre, will be producing a local play called 12 Angry Jurors, which opens this weekend. He welcomed everyone to attend and noted that he will have small role in the place as a police officer, and will be a lot of fun for everyone.

Councilmember Branson stated that the Historical Society had a big weekend with the reopening of the museums, the Perry and the Brown Home, which had between 18 and 20 guests at each museum, which is a great turnout. She wanted to thank City Manager Morad Kabiri and City staff for helping to host an H-GAC information gathering session for its 2045 Transportation Plan on November 3rd at the Library. Councilmember Branson encouraged everyone to attend give their opinions, thoughts, and concerns on what the roads will look like in 2045.

Mayor Foreman reminded everyone to come out to the town hall meetings scheduled for September 20th, October 25th, and November 29th at the Library to give input on what to do with the parking lot on the other side of City Hall. He also noted that the second graders will start coming back to take over the Council meeting at the November meeting, followed by another group in February and lastly April.

5. PUBLIC COMMUNICATIONS

Ms. Crystal Peasgood, Manager for the Forest Bend Townhomes Homeowners Association of Laura Leigh requested to speak before the Council on the parking of large vehicles on the street in front of the townhomes. She said they are unsightly and make it difficult for residents to see around the vehicles when trying to pull out into the street. She requested that the City consider the placement of no parking signs along this road.

Mr. Don Johnson, the City's Representative to the Harris Galveston Subsidence District Board requested to speak to the Council to give them an update on the Dixie Farm Rd Detention Basin project and upcoming deadlines.

Mr. David Allen, a resident requested to speak before the Council in regard to his concerns of the World Economic Forum and its impact on world democracies.

Mr. Fred Rahdar, a local business owner, requested to speak before the Council in regard to alleged harassment by the Friendswood Police Department. City Manager Morad Kabiri and Mayor Foreman directed Mr. Rahdar to submit his concerns regarding this item to the City for further investigation.

6. COMMITTEES OR SPECIAL REPORTS

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

Mr. Mike Darlow, of Perdue Brandon Fielder & Mott LLP, gave the Council an overview of its tax collection services. He noted that the City does not have a delinquent tax problem and continues to collect the majority of its taxes before they ever get involved. He noted that for 2020, they collected 83% of the \$200,000 plus that they had to collect, so everything is looking really good. Mr. Darlow further noted that there are rarely properties for sale in Friendswood, but if there are, he invited people to go to pbfc.com, Tax Sales, Galveston County, City of Friendswood, and see if they have something for sale.

The Council thanked Mr. Darlow for the report and good work on the City's behalf.

7. WORK SESSION TOPICS

A. Receive and discuss an update regarding the Drainage Update.

Deputy Director of Engineering Samantha Haritos presented the item and stated that she would be giving the Council an update of the 2022 Drainage Projects.

The first project is Frenchman's Creek, which is a part of a Community Development Block Grant Program related to Hurricane Harvey. She noted that Building 5 has been closed out and completely acquired, and staff is working on completing Building 4, which should be closed within the next 90 days. Ms. Haritos stated that on the Galveston County Acquisition Project, two of the buildings, 2 and 3 are moving forward and should also closed in the next 90 days; however, Building 1, is not going as well, and staff is not sure if it will be going through.

The next project is Forest Bend Offline Detention which is a joint effort between the City of Friendswood, Harris County, the GLO, and the Forest Bend Homeowners Association and is also a Community Development Block Grant Program, Disaster Recovery project. The construction on this project started on August 29th, and there is already a lot of movement out there and has a construction duration of 288 days.

The next item is the Clear Creek Utility Relocation Project, whose status remains unchanged. Ms. Haritos noted that this and the Deepwood Project are both Community Development Block Grant Program, Disaster Recovery projects. She noted that the City is making progress on Deepwood and as soon as the environmental assessment is complete, this project will receive the authorization needed for use of the grant funds and will move into the construction phase.

City Manager Morad Kabiri elaborated on this item and stated that, the GLO is the one that authorizes the City to do these projects, as such, the City must wait for their authorization before moving forward with construction. However, the GLO was also the same entity that established a timeline by which these funds

must be spent, and unfortunately, since one segment of their operation hasn't authorized us to move forward yet, the City is unable to meet the deadline that they imposed, so they are working with GLO staff on an extension on their initial deadline for this project.

Ms. Haritos noted that the reason for the holdup is that there's an acquisition grant independent from the infrastructure grant, which requires the City to acquire the property first before the construction project, so there are more steps involved.

Ms. Haritos also noted that staff recently did an updated opinion of probable cost on this project and there's about a 14% increase in the construction cost; however, on a good note, the costs related to the Deepwood Project, are going to come in a little less than what was initially projected. She noted that staff has had to reduce the scope of the project because: (1) the project is dependent on the acquisitions, and it does not appear that all of the acquisitions will go through; and (2) the City is limited by what it can do in order to not cause negative downstream impacts to the neighboring cities.

The Deepwood Acquisition and Infrastructure Project has its engineering and environmental assessment underway and staff is trying to determine if the project needs to be expanded a little bit or leave it, but once those items are completed, the construction will follow.

Councilmember Branson inquired about the reason for which certain landowners in Deepwood would not want to sell. Mr. Kabiri noted that there's quite a bit of property that the City has already acquired, through buyouts following Tropical Storm Allison and others through the current GLO grant being pursued now. He noted that there are one or two homeowners that have indicated that they may be holding out, and because of the use of the GLO acquisition dollars, the City cannot use eminent domain, so the City must work around these homeowners and thus reduce the footprint of the overall project. Ms. Haritos noted that there is a belief from the GLO side that these homeowners will reconsider closer to the end of the acquisition period.

Ms. Haritos further noted that staff is at a standstill with the Deepwood Infrastructure Project, until the acquisitions are completed, however, the Galveston County Consolidated Drainage District reached out to staff recently and wanted to partner with the City on a few buyout properties for offline detention; the properties in question are 2 Queens Lane, 301 West Castlewood, and 310 West Castlewood. Ms. Haritos further noted that at this point in time, the Galveston County Consolidated Drainage District has WGA Engineering working on a preliminary engineering assessment and will be meeting soon to discuss the next steps on this item.

Moving on to the FM 1959 Detention Basin, the interlocal agreement has been circulated to all of the partnering agencies who are reviewing it at this time. She noted that said agreement should be before the Commissioner's Court as soon as it has been finalized as the Harris County Flood Control District is very eager to get this project moving forward.

Councilmember Griffon asked on the lead for the project, to which Mr. Kabiri responded that the Harris County Flood Control District is the lead, but the City is contributing financially and with internal expertise and resources relating to engineering work towards the project. Ms. Haritos showed the Council the partnering agencies associated with the project below:

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

Ms. Haritos further noted that there are two alternatives being planned for and they are:

- Alternative A – the City does not receive \$10 million from the State of Texas, then the City would only build the FM 1959 Detention Basin at a cost or contribution of \$8 million; and
- Alternative B – the City does receive the \$10 million dollars, the total contribution from the City would be \$27 million, \$8 million for FM 1959, and \$22 million for Whitcomb Offline Detention and Terracing Project.

Mr. Kabiri stated that the one thing he wanted to note, separate and apart from the capital cost and the City's \$27 million contribution, is once these projects are online, the City will be assuming the maintenance responsibilities for these facilities, which will have an ongoing increase in operational costs for mowing and maintenance that cannot be covered with bond dollars and will impact the City's operational budgets.

Councilmember Hanks inquired of the \$27 million being discussed what is remaining from the bond monies for drainage projects. Mr. Kabiri responded that the City will still have some change leftover from odds and ends projects, but for the most part, all of the 2019 bond dollars would have been utilized.

Councilmember Rockey inquired, as it relates to the City's modeling for the projects included in the 27 million, what are the projections for being able to save homes. Ms. Haritos responded that Freese and Nichols has been running different modeling scenarios to help the City narrow down what projects to do and which are the best for the city. She noted that just the FM 1959 Detention Basin Project, assuming it's a 1700-acre detention pond, would remove 40 structures from the floodplain, which would be about a \$5 million reduction in damages, and 59 acres would be removed from the floodplain for the 100-year storm. Ms. Haritos noted that staff did not analyze the benefits to the 500-year storm but assumed that the benefits would be even greater. Mr. Kabiri clarified that the 100-year storm, now under the Atlas 14 criteria, was previously considered a 500-year storm.

Ms. Haritos then noted that for the FM 1959 Detention Basin Project, the Whitcomb Offline Detention Project, and Blackhawk Inline-Offline Detention Project, if the City were able to build all three projects over time, this would significantly reduce the water surface elevation for the 100-year storm event in Friendswood, which is pretty exciting. The different modeling scenarios estimate that these three projects

together have a better benefit-to-cost ratio than any of the projects that were in that lower Clear Creek study, which is pretty good.

Councilmember Hanks asked if the amount of water that this will convey or that will save the community from flooding, is that dependent on people doing something to the south of Friendswood or is it just strictly based on what these projects will do. Ms. Haritos stated that the numbers she provided are based on the projects mentioned and nothing else. She also noted that if all three projects are completed, they will remove 200 structures from the 100-year floodplain, which is approximately an \$18 million reduction in damages to structures. Additionally, 200 acres will be removed from the floodplain, and 2400 feet of the roadway will be removed from the floodplain.

Mr. Kabiri noted that ideally the City would like to just take these improvements in terracing the creek all the way to Clear Lake; unfortunately, the financial and legal ability to do that on its own is not there, so these improvements must be incremental in nature, and they will afford the City the opportunity to do those terracing downstream.

The Council briefly discussed the different types of storms that have impacted the City and what the projects in question could do to mitigate issues within the city limits and to neighboring communities.

Ms. Haritos noted that the State of Texas, for the first time is working on a comprehensive State Flood Plan, and Friendswood is a part of one of the largest areas in the state called the San Jacinto Region. She noted that the State will meet with cities across the state, and on August 23rd, Friendswood staff met with them. She noted that Friendswood was actually the first community in the region to meet with them and felt very good about their interaction. She stated that staff was able to have them include the FM 1959 Detention Basin Project, the Whitcomb Offline Detention and Terracing Project and Blackhawk Inline-Offline Detention Project to the plan which makes them eligible for state funding, and while there is a lot of competition for those funds, staff felt good knowing that the projects were a part of the plan because they were included in the original draft. Councilmember Griffon noted that Friendswood is a part of the San Jacinto Region 6, which is the largest in the state, so there is a lot of competition for the funding, so he wanted to caution that there is no guarantee that Friendswood will be given any money from the state for its projects.

Ms. Haritos then gave an overview of the Houston-Galveston Area Council Method of Distribution and noted that on July 21st, there was a public hearing and on August 5th, the City signed a conditional acceptance letter for \$4.6 million. On August 16th the H-GAC's Board of Directors approved the method of distribution and said MOD is now being reviewed for approval by the General Land Office. Once the GLO approves the method of distribution, the cities that were given allocations can approve their projects.

Lastly, Ms. Haritos invited Council to the dedication of the Harold Whitaker Stormwater Basin on September 20, 2022, at 9:00 a.m.

Council thanked Ms. Haritos for the report and commended the Engineering Department for all of their hard work on these many projects.

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.

City Attorney Karen Horner presented the item and stated that staff had discussed with Council in previous meetings about putting all the City's boards and commissions in one place, specifically, in the City's Code of Ordinances. She noted that in this process, there were a number of items that were moved out of the City's Appointment Policy and moved over to Chapter 2 which will then be codified in the City's ordinances, so everybody could look and find them easily.

Mrs. Horner noted some of the items that will be moving from the Appointment Policy to the ordinance as they apply to all of the boards; such as:

- The attendance policy;
- The terms which are proposed as three-year terms for advisory boards, and two-year terms for non-advisory boards as provided by law;
- Term limits, including four, three-year terms and six, two-year terms;
- Vacancies are appointed in the same manner as regular appointments;
- Each board will have their own rules of procedure as long as they are substantially similar to what the council has adopted;
- Each board will elect its chair and vice chair from its membership for one-year terms;
- A quorum constitutes a majority of the member;
- The staff support that will attend meetings; and
- The limitation of authority, whereas no board is able to commit the city to anything without the approval of the council or the city manager.

Mrs. Horner then outlined the provisions for each division which will be one for each of the eleven boards. She noted that this will make it easy to figure out what makes up each board, to include the qualifications of the members, the number of members which are now all odd numbered, whether the terms are staggered or not, most boards are staggered with the exception of the Charter Review Commission, as well as the Construction Board of Adjustment and Appeals, the Zoning Board of Adjustments, the length of the terms 2 or 3 years are previously noted, and the schedule for appointments, November versus July.

Mrs. Horner further noted that the ordinance will outline if the board is subject to the Open Meetings Act, and noted that those that are purely advisory, or not, but those that are non-advisory are subject to the act. She also noted that the ordinance will outline the specific powers and duties for each board which were taken by looking at the Appointment Policy as well as applicable laws and the existing Code of Ordinances.

Mrs. Horner then showed the Council a chart outlining the specifics of each board as noted below:

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

Mrs. Horner noted that those members that are currently on the boards are grandfathered, so that they can continue to serve in the capacity. City Manager Morad Kabiri noted that this applies to members of the Fourth of July Steering Committee, because there are a few members that aren't residents.

Mrs. Horner then moved on to the Appointment Policy and noted that it has been pared down significantly as most of the items have been moved to the code as previously noted. The proposed policy is only three pages and includes the following:

- 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.

Councilmember Rockey asked if the policy includes how appointments are made for both new people being appointed, as well as people being re-upped. City Secretary Leticia Brysch stated that the policy mirrors Council's request to allow for the discussion of reappointments to be had between the staff and the council liaison before the board members are approached for their interest in being reappointed.

Mrs. Horner further noted that the new policy also omits administrative matters including:

- The advertising for candidates,
- Type of forms, such as:
 - Applications forms
 - Oaths of office
 - Letters of appointment
 - etc.,
- When oaths of office are administered, and
- How the CSO keeps a record on each board.

Mrs. Horner then moved on to discuss the proposed rules of procedures and noted that the revisions included the following:

- 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;
- 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 if recognized by the presiding officer;
- Establishes a time period in which to submit a request for an agenda item regarding liaison reports; and
- Prohibits speakers from passing their time while retaining the ability of Council to extend time as appropriate.

Councilmember Rockey inquired as to how it is determined what information needs to be added or not under the City Council liaison reports on the City Council agenda. Mrs. Horner responded that Section 551.045 of the Government Code, also known as the Open Meetings Act outlines what are considered items of community interest.

Councilmember Rockey stated that he saw the 551 reference but did not know what it meant. Mrs. Horner stated that in the Council's proposed rules, those items under 551.045 are listed out. So, if there is an upcoming meeting that everybody's attending then that's something that can be talked about, if it is an event that a member of council attended as a councilmember then that can also be talked about, emergencies, , so anything that does not fall within those narrowly tailored exceptions would have to be posted on the agenda.

Councilmember Hanks asked if this was, in order to stop people from circumventing the agenda by bringing something up that was not posted. Mrs. Horner stated that her assessment was correct and noted

that this is really to help make City Council more transparent and ensure that everybody has the opportunity to attend and speak if they wanted to do so on any of the items listed on the agenda. City Manager Morad Kabiri stated that staff will gladly add an item on the agenda if the council would submit the item beforehand, and should the item not require any additional posting, then staff will let the councilmember know that the item did not need to be posted for them to speak on it at the meeting.

Councilmember Rockey asked a question related to the proposed amendment that allows staff to summarize an item prior to a motion by Council if recognized by the presiding officer and asked if that meant that councilmembers are not allowed to talk during that period of time. Mrs. Horner stated that members of the council could ask the staff member giving the presentation questions but can't interact with each other because that would start to be a debate, and a motion would then be needed to be able to debate an item amongst themselves.

Councilmember Rockey asked how a debate could be distinguished. Mrs. Horner responded that members of council could ask staff any questions, that is perfectly fine; however, they could not talk to each other or ask each other questions, because that is when the debate begins.

Councilmember Rockey stated that he was opposed to this item as he found it unnecessary. He stated that the Council follows Robert's Rules and can adapt and change and do something different than Robert's Rules but felt that this change would in reality not gain them anything. He further stated that in his 10 years he couldn't remember a single time, maybe once, where there wasn't a motion or a second. Therefore, he felt staff was creating a rule to solve a problem that they did not have and did not see any value in the proposed change.

Councilmember Hanks stated that she saw the proposed change totally different than Councilmember Rockey. She stated that she has served on two state boards, a county board, a regional board, and worked with a school board and she had never been on a board where a motion to approve something was made before any presentation by staff or discussion by the board. She further noted that having a motion and a second without knowing what the item is about doesn't make sense and creates issues with motions and motions to amend.

City Secretary Leticia Brysch stated that staff tried to write this rule in such a way that it allows flexibility for the presiding officer to make the decision of whether or not to receive a staff report or not at the time the item is being considered.

Councilmember Griffon asked the summary of an item comes before a motion, could that not circumvent the motion. Mrs. Horner responded that staff is not considered a member of the governing body, and as such cannot make a motion on the Council's behalf. She noted that if staff is recognized to speak, all that they can do is summarize the item, and Council could cut staff off whenever they wanted to entertain a motion.

Mayor Pro Tem Erenwert asked if something has triggered this proposed change. Ms. Horner stated that nothing has happened necessarily with the council, but maybe with some of the boards and commissions who have had issues with some of the amendments. She noted that to eliminate confusion, the staff thought they could provide more information up front to assist them to have a cleaner motion and second.

Councilmember Branson stated that different governing bodies handle the motions differently and it is not unusual to have a staff report before the motion and then have a discussion.

Mr. Kabiri stated that the other motivating factor for this amendment is transparency. He noted that historically, with past councils, there would be public comment at public hearings prior to staff giving a report on the item, so people didn't know whether or not they were supporting an item. In response, the rules were changed to allow for a staff report prior to public comment during public hearings. He stated that this is the same thing, to allow staff to give a brief background of an item before there is an actual motion. Councilmember Rockey stated that that is what work session items were for, to give council background on items that needed discussion.

Mr. Kabiri reminded the council that the rules or procedure item will be considered later on in the agenda and the other two items related to the boards and commissions will be presented for action at the October 3, 2022, council meeting.

At 7:25 P.M., Mayor Foreman recessed the meeting.

At 7:34 P.M., Mayor Foreman reconvened the meeting.

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.

At 7:34 P.M., Mayor Foreman opened the public hearing regarding the City of Friendswood's Proposed Tax Rate for the Fiscal Year 2022-2023 and outlined the public comment rules.

City Manager Morad Kabiri presented a brief summary of the item and stated that staff has presented and discussed the budget with the Council for the last three months. He further noted that the City of Friendswood posted and published a notice to adopt the flat tax rate of \$0.4873 per \$100 valuation in compliance with all applicable laws. Mr. Kabiri stated that the Council, at its last meeting on August 29th, approved the proposed budget for the City of Friendswood totaling \$114.2 million, of which approximately 20-something million is generated from property tax revenue. This evening is the public hearing to receive comments on the tax rate since the flat tax rate is technically a tax increase. Lastly, Mr. Kabiri noted that after the public hearing, there is a consideration item for this proposed tax rate for their approval.

There being no one signed up to speak on this item, Mayor Foreman closed the public hearing at 7:43 P.M.

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.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to ratify the property tax increase resulting in property tax revenue of approximately \$22,485,370 for tax year 2022 reflected in the adopted budget for Fiscal Year 2022–23. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

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.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve Ordinance No. 2022-20 adopting and levying the ad valorem tax rate of \$0.388580 for maintenance and operation expenditure 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 of \$0.098754 for debt service for the City of Friendswood's Fiscal Year commencing October 1st and ending September 30, 2023. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, and Mayor Pro Tem Brent Erenwert.

Nays: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

ORDINANCE NO. 2022-20

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.

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.

At 7:34 P.M., Mayor Foreman opened the 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.

Community Development Director Aubrey Harbin presented the item and stated that this request is for an existing school location whose original SUP was approved in 1998. As the footprint of the building is proposed to be expanded and the traffic circulations are being affected, an amendment to the SUP is required.

Ms. Harbin stated that the proposed site amendments include: (1) the construction of six new classrooms; (2) the demolishing and relocation of the existing track; and (3) the expansion of the driveways within the site to allow the school traffic to stack within the property during high traffic times, rather than on FM 528. She further noted that these additions are part of the 2020 bond program approved by the voters for FISD. The school use is compliant with the City’s 2021 Future Land Use Map, which identifies the site as public and semi-public, and includes city-owned properties, churches, and schools.

The Planning and Zoning Commission recommends approval of the requested zone classification change to amend the SUP for Windsong Intermediate School.

With there being no one signed up to speak on this item, Mayor Foreman closed the public hearing at 7:38 P.M.

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.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Erenwert to approve Ordinance No. 2022-21. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING SPECIFIC USE PERMIT 98-7 FOR NAICS USE 96111, "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 40400T WIDE PLATTED ROAD AS SHOWN ON A PLAT OF THE BURGESS SUBDIVISION OF SECTION 6, BS&F AS RECORDED IN VOLUME 11 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.

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.**

At 7:39 P.M., Mayor Foreman opened the 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.

Community Development Director Aubrey Harbin presented the item and stated that this site is currently undeveloped and has a frontage of both West Parkwood Avenue and Mandel Road, as well as a small portion of the Dickinson Bayou. The City's 2021 Future Land Use Map identifies this property as developing as retail, so the requested zone change is compliant with our map. Ms. Harbin also noted that any future development of the track will require platting and site plan approval that will be subject to the requirements of the Community Overlay District.

The Planning and Zoning Commission recommends approval of the requested zone classification change.

With there being no one signed up to speak on this item, Mayor Foreman closed the public hearing at 7:40 P.M.

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).

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Erenwert to approve Ordinance No. 2022-22. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

ORDINANCE NO. 2022-22

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 (SIR) 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.

11. CITY MANAGER'S REPORT

A. Receive an update on the Friendswood Library Town Hall Meeting.

City Manager Morad Kabiri presented the item and stated that on July 19th, the Library held a town hall meeting for its long-term plan. There was a robust discussion with 45 folks stopping by to give their input on what they had envisioned or what they felt would be good to include in the library's long-term plan. The plan is not completed yet, but staff hopes to bring something back for Council's review around January 2023.

B. Receive an update on the Friendswood Library Annual Poetry Festival.

City Manager Morad Kabiri presented the item and stated that the Friendswood Library is hosting its annual international poetry competition. Mr. Kabiri noted that it's an exciting event and encouraged folks to see the workshops and the poetry that's read at the library from local poets and many from all over the world.

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

City Manager Morad Kabiri presented the item and stated that the City's Deputy Director of Administrative Services over the Municipal Court, Ms. Pat Riffel, was recently recognized by the State as the Court Support Staff of the Year for her support of the City of Fort Worth and other agencies across the state in updating their policies related to their court clerk certification programs.

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

City Manager Morad Kabiri presented the item, and that City's Administrative Services Department received a recognition for the Investment Policy Certification of Distinction Award from the Government Treasurers' Organization of Texas. Mr. Kabiri thanked the City's Investment Officer Katina Hampton, her Deputy Investment Officer, Rhonda Boskas and the three citizens that make up the City's Investment Committee, Robert Bozka, Alan Rasmussen, and Cynthia Bowman.

12. BUSINESS ITEMS

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

Director of Engineering Jil Arias presented the item and stated that this project is a continuation of the existing terminus where the previous project ended, which is just south of Pennystone. This project will extend the road north to Geneva Drive at a cost of \$2.4 million, with \$1.2 million coming from the City, and the other \$1.2 million coming from Harris County, Precinct Number Two.

City Manager Morad Kabiri added that Commissioner Garcia has indicated that he's going to support this project next year as well. He noted that the current project was all they could afford this current Fiscal Year, but with future support in the coming year, the City will hopefully be able to complete Blackhawk Boulevard to FM 2351.

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to approve an Interlocal Agreement with Harris County for the Fiscal Year 2022 Partnership Program – Blackhawk Boulevard. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

13. RESOLUTIONS & ORDINANCES

A. Consider a resolution updating the City Council's Rules of Procedure.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve the Rules of Procedure as submitted.

An amended motion was made by Councilmember Rockey and seconded by Griffon to amend the Rules and Procedure to strike section number 10, related to motions and discussions.

The vote on the amendment was the following:

Ayes: Mayor Mike Foreman, , Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, and Mayor Pro Tem Brent Erenwert.

Nays: Councilmember Trish Hanks.

Other: Councilmember John Scott (Absent)

The amended motion passed.

The vote on the original motion to approve Resolution No. R2022-25. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

RESOLUTION NO. R2022-25

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.

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.

A motion was made by Councilmember Griffon and seconded by Mayor Pro Tem Erenwert to approve Resolution No. R2022-26. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

RESOLUTION NO. R2022-26

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.

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.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Erenwert to approve an Resolution No. R2022-27. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

RESOLUTION NO. R2022-27

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 MORNINGSIDE 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.

- 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.**

A motion was made by Councilmember Rockey and seconded by Mayor Foreman to approve Resolution No. R2022-28. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

RESOLUTION NO. R2022-28
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.

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.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Erenwert to approve Ordinance No. 2022-23. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, and Councilmember Brent Erenwert.

Nays: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

ORDINANCE NO. 2022-23

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.

14. CONSENT AGENDA

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks to approve the Consent Agenda, Items 14.A through 14.L. 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: None.

Other: Councilmember John Scott (Absent)

The item passed unanimously.

- 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.**

ORDINANCE NO. 2022-24

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.

- 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.**

ORDINANCE NO. 2022-25

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.

- 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.**

RESOLUTION NO. R2022-29

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.

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.

This item will allow Council to approve an alternate delivery method for the Blackhawk Facility Renovation Project.

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.

With 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.

E. Consider authorizing license agreements for buyout properties located at 108 Cherry Tree Lane, 410 & 412 Independence Drive, and 411 Colonial Drive.

This item will allow Council to approve buyout license agreements with properties located at 108 Cherry Tree Lane, 410 & 412 Independence Drive, and 411 Colonial Drive.

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. Additionally, 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.

F. Consider authorizing an Emergency Medical Services dispatching Agreement with Windsor EMS, Inc.

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.

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

With there being no further business, Mayor Foreman adjourned the September 12, 2022, City Council Regular Meeting at 7:51 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary