



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 11, 2023, 5:30 PM
FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS
910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS**

A QUORUM OF THE CITY COUNCIL AND ITS PRESIDING OFFICER WILL BE PHYSICALLY PRESENT IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DR., FRIENDSWOOD, TX 77546. IN ACCORDANCE WITH THE PROVISIONS OF SECTION 551.127 OF THE TEXAS GOVERNMENT CODE, ONE OR MORE MEMBERS MAY ATTEND VIA VIDEOCONFERENCE.

A RECORDING OF THIS MEETING WILL BE AVAILABLE TO THE PUBLIC ON THE CITY OF FRIENDSWOOD CHANNEL AT: <https://www.youtube.com/@CityofFriendswoodTV>.

AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

United States Pledge and State of Texas Pledge.

4. COUNCIL COMMENTS AND REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report.

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 comply with the Council's rules of decorum.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

- A. Present the City of Friendswood 5 Star Spirit Award for the First Quarter of 2023 to LT Thomas in the Public Works Department and for the Second Quarter to Patty Anaya in the Police Department.

7. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Delinquent Accounts Collection Report from Perdue Brandon Fielder Collins & Mott, LLP.
- B. Receive the Community & Economic Development Committee Annual Report.
- C. Receive the Friendswood Downtown Economic Development Corporation Annual Report.

8. WORK SESSION TOPICS

- A. Receive and discuss an update regarding the Capital Improvement Projects.

9. TAX RATE FOR FISCAL YEAR 2023-2024

- A. Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2023-2024.
- B. Consider ratifying the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2023-2024 adopted on August 28, 2023.
- 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, 2023, and ending September 30, 2024, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2023, and ending September 30, 2024.

10. ZONE CLASSIFICATION TO CHANGE THE UNDERLYING ZONING FROM PLANNED UNIT DEVELOPMENT TO OFFICE PARK

- A. Conduct a public hearing regarding a request for a zone classification change located at 209 E. Edgewood Drive, 0.2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allows the use of the property as a print shop.
- B. Consider approving an ordinance regarding a proposed zone change located at 209 E. Edgewood Drive, 0.2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop.

11. CITY MANAGER'S REPORT

- A. Recognize City Secretary's Office, Linda Newsted, for earning a scholarship by the 2023 Texas Municipal Clerks Association (TMCA) Scholarship Committee.
- B. Receive an update regarding the City of Friendswood being named the Cleanest Neighborhood in the Country.

12. BUSINESS ITEMS

- A. Consider authorizing a Memorandum of Renewal of the Emergency Medical Services Agreement with the Friendswood Volunteer Fire Department for the second one-year extension term.
- B. Consider awarding a Construction Contract to Construction Masters of Texas, Inc., for the Blackhawk Emergency Shelter Project (Bid No. 2023-13).
- C. Consider awarding a Vending Machine Services Contract to Gulf Coastal Vending Services (RFP 2023-15).

13. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider on first reading an ordinance amending the Friendswood City Code by adopting a new Appendix A "Signs," which updates the current sign regulations, including

amendments clarifying definitions, making administrative changes, incorporating the visibility triangle drawing, expanding the prohibition of LED window lights to all zoning districts, updating the political sign section in accordance with the Texas Election Code, allowing additional signage on fuel canopies, and making other amendments.

- B. Consider on first reading an ordinance approving amendments to Chapter 34, Floods to incorporate items from the model flood damage prevention ordinance as published by the Texas Water Development Board and National Flood Insurance Program (NFIP) ordinance guidelines including clarifying and adding definitions, administrative changes, adding a severability clause, and a penalty section.
- C. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment XI" and providing for supplemental appropriation and/or transfer of certain funds.

14. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- A. Consider on second and final reading an ordinance amending Chapter 74 "Taxation" of the Friendswood City Code, to add a new article to be numbered and entitled Article V "Hotel Occupancy Tax" to impose a tax on hotel occupancies within the City of Friendswood.
- B. Consider a resolution ratifying the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.
- C. Consider ratifying the First Amendment to the Lease Agreement with David Davis to allow the City to use its 24.693 acres of land located near Fire Station No. 2, Galveston County, Texas, for a Temporary Debris Storage and Reduction (TDSR) site or for any other purpose in the event of an emergency.
- D. Consider ratifying the First Amendment to the Lease Agreement with David Davis to allow the City to use its 24.693 acres of land located near Fire Station No. 2, Galveston County, Texas, for a Temporary Debris Storage and Reduction (TDSR) site or for any other purpose in the event of an emergency.
- E. Consider accepting the 1715 South Friendswood Drive Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.
- F. Consider approving the ad valorem tax report for July 2023.

15. ADJOURNMENT

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

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR 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
8th day of September 2023, at 4:00 p.m.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/08/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present the City of Friendswood 5 Star Spirit Award for the First Quarter of 2023 to LT Thomas in the Public Works Department and for the Second Quarter to Patty Anaya in the Police Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

LT has received several nominations from several co-workers as well as our residents. He has been commended for his daily dedicated service and positive attitude. For several months, he been performing the duties of two employees by himself, while still maintaining a high level of service to our residents. One of LT's co-workers states, "We've received a few 'thank you' calls from different residents on his great performance, courtesy and knowledge. Just the mere fact that residents are taking the time to call in tells me that Thomas makes a positive impact while out in the field and he's been delivering exceptional customer service."

LT is a Meter Reader Technician in the Public Works Department and began with the City in July of 2021.

Patty Anaya received her nomination from someone she assisted after they had two flat tires and had pulled off into a parking lot. The motorist had to leave the vehicle unattended for a short while and Officer Anaya spoke with the parking lot owners to ensure the vehicle could stay there until they could get assistance to remove the vehicle. Once the motorist returned, Officer Anaya came back to check on them and ensured they were on their way safely. The motorist stated they were "grateful that Officer Anaya took the time to treat me in such an exceptionally cordial and responsive way."

Patty is a Peace Officer in the Police Department and began with the City in November of 2005.

These employees' actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional and Enthusiastic. We congratulate LT and Patty on being the recipient of the Five Star Spirit Award and thank them both for their 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: September 11, 2023

Date submitted: 07/20/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Delinquent Accounts Collection Report from Perdue Brandon Fielder Collins & Mott, LLP.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Collection Report to City of Friendswood August 2023 - REVISED

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER



COLLECTION REPORT TO THE CITY OF FRIENDSWOOD

Submitted by: *Michael J. Darlow*
August 2023
www.pbfcml.com

August 25, 2023

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

RE: Delinquent Tax and Fine & Fee Report

Dear Mayor Foreman and Council Members:

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

TAX COLLECTION ACTIVITY

Based upon the tax office reports, as of July 1, 2023, the total amount of outstanding base taxes due through the 2022 tax year was \$589,443. Of that amount, the 2022 tax year balance was \$380,092. It should also be noted that over \$128,277 of the delinquent taxes owed involved accounts with over 65 deferrals and cannot be collected at this time. In general, our activities consist of several legal and quasi-legal efforts that are designed to produce payment from the individuals and companies owing delinquent taxes to the City. These efforts include mailing demand letters, lawsuits, tax sales, tax resales, seizures, address research, title research on real property and individual contact with your taxpayer's and lienholders.

I have enclosed graphs detailing our collection results for the 2016 - 2021 tax years, a 2022 pie chart showing how much was collected thru June 2023 and pie charts reflecting the status of the delinquent accounts by the breakdown of taxes by year and by status.

FINE AND FEE COLLECTION ACTIVITY

Regarding our fine and fee collections, historically \$10,472,928 has been turned over to us to collect. Based upon our records we have collected \$8,333,721 (\$4,184,343 in cash and \$4,149,378 in non-cash resolution) for a total liquidation rate of 79.57%. I have attached a chart giving you a snapshot of how much money was released to our firm to collect, our collection results to date, how many notices we have sent and addresses and phone numbers we have corrected, along with the number of contacts we have made. Additionally, we have attached three maps detailing the location of debtors in the Gulf Coast area and nationwide.

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

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

Very Truly Yours,

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

Michael J. Darlow

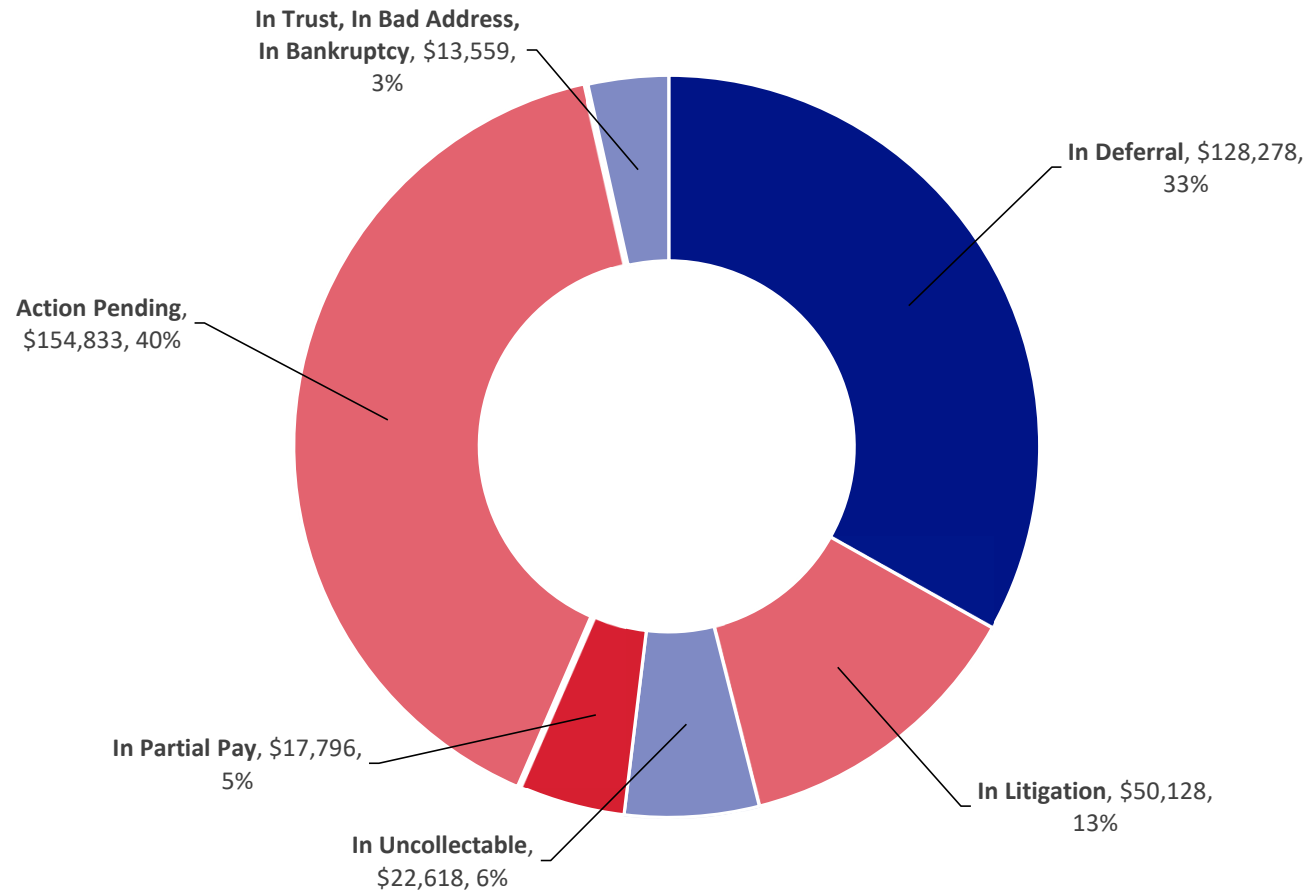
MJD/ras

Enclosure (s)



ACCOUNT BREAKDOWN CHART FOR CITY OF FRIENDSWOOD

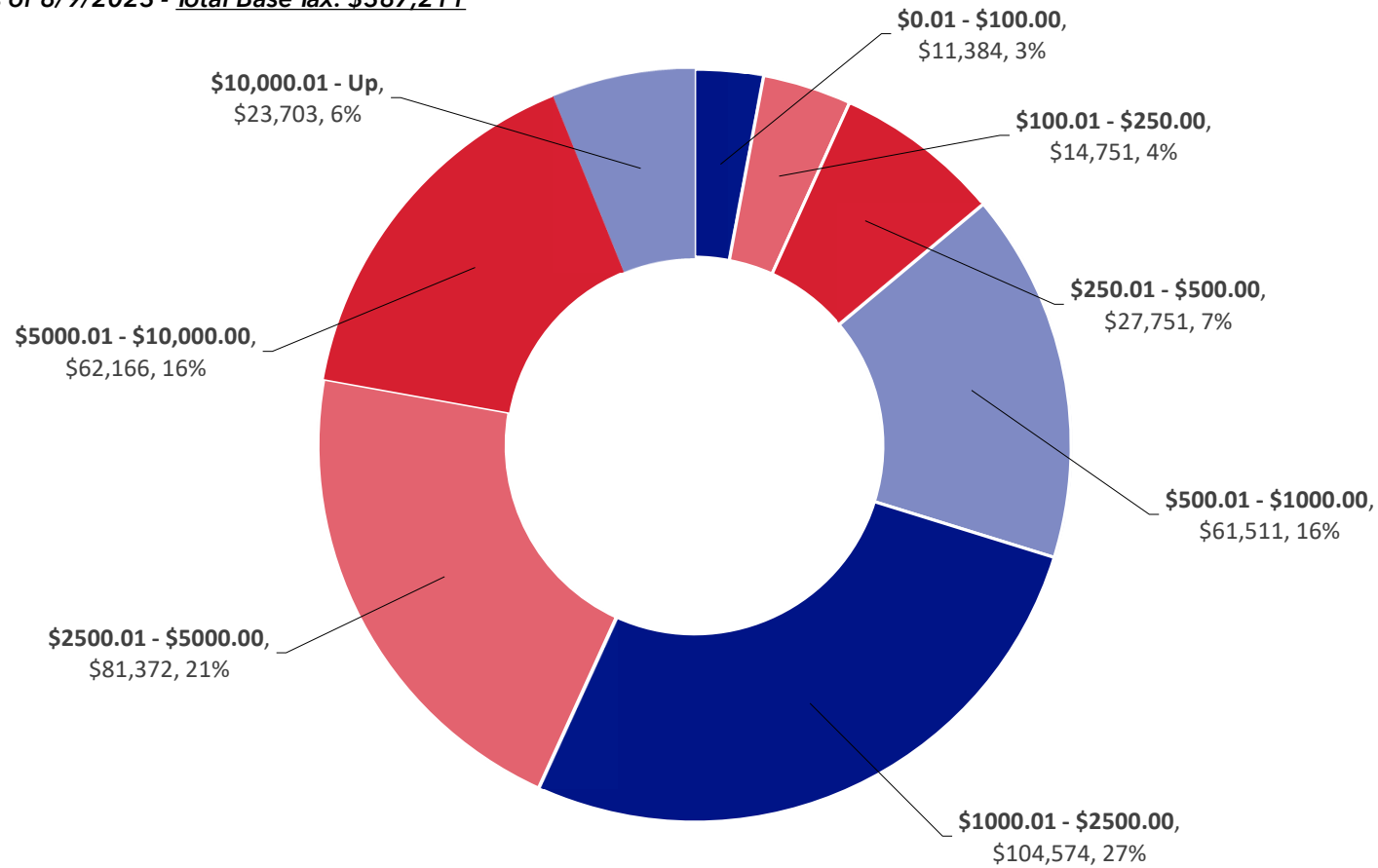
As of 8/9/2023 - Total Base Tax: \$387,211





DOLLAR RANGE CHART FOR CITY OF FRIENDSWOOD

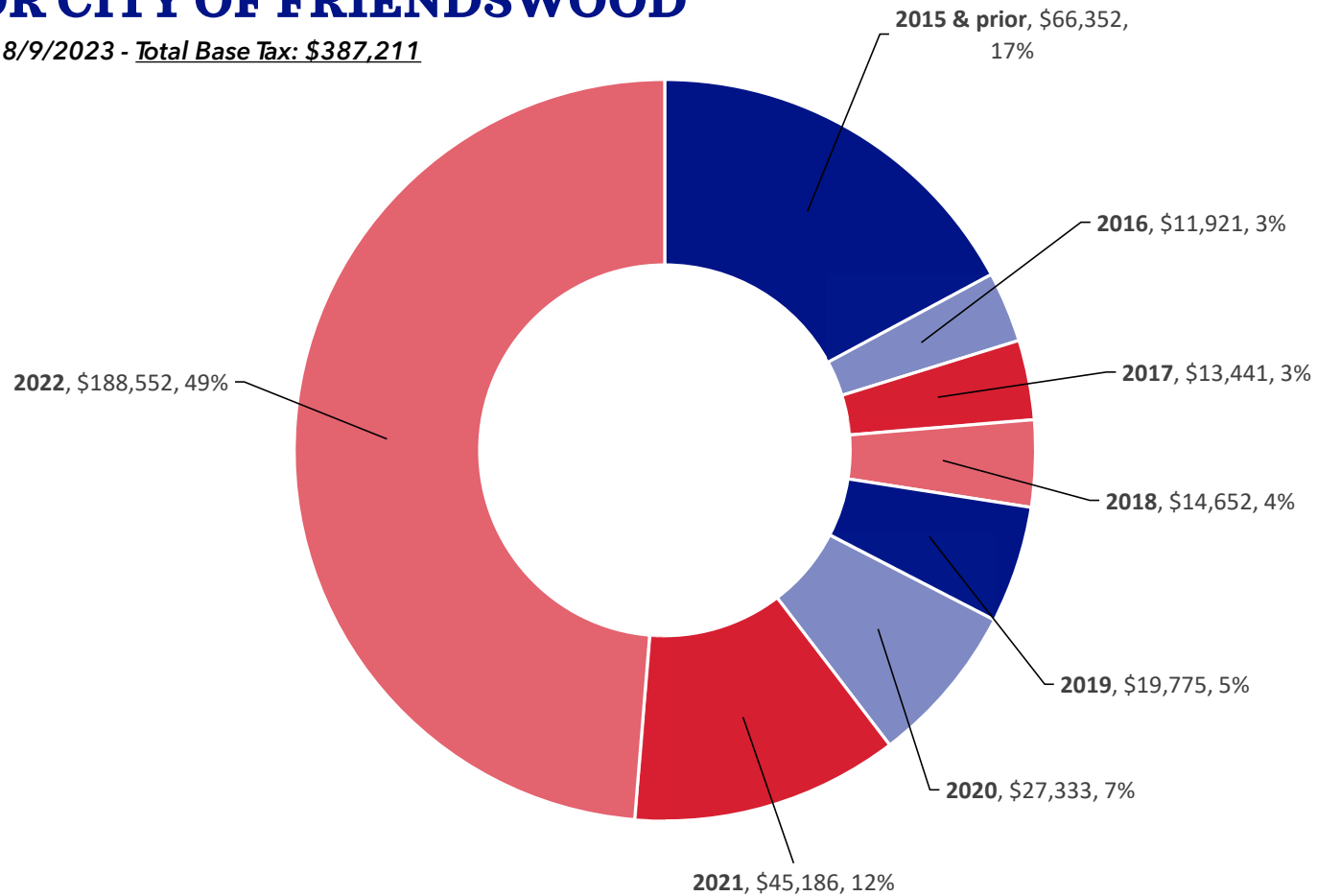
As of 8/9/2023 - Total Base Tax: \$387,211





TAX YEAR CHART FOR CITY OF FRIENDSWOOD

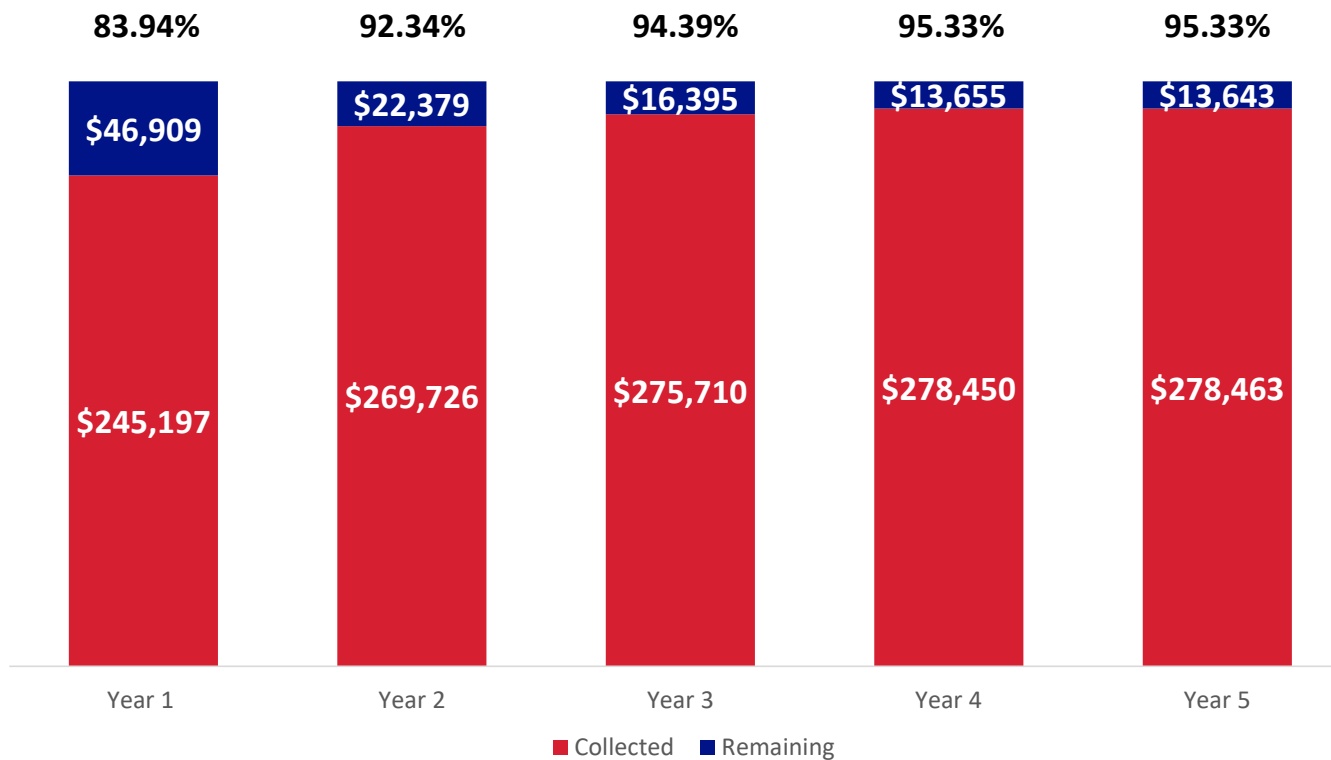
As of 8/9/2023 - Total Base Tax: \$387,211





2017 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

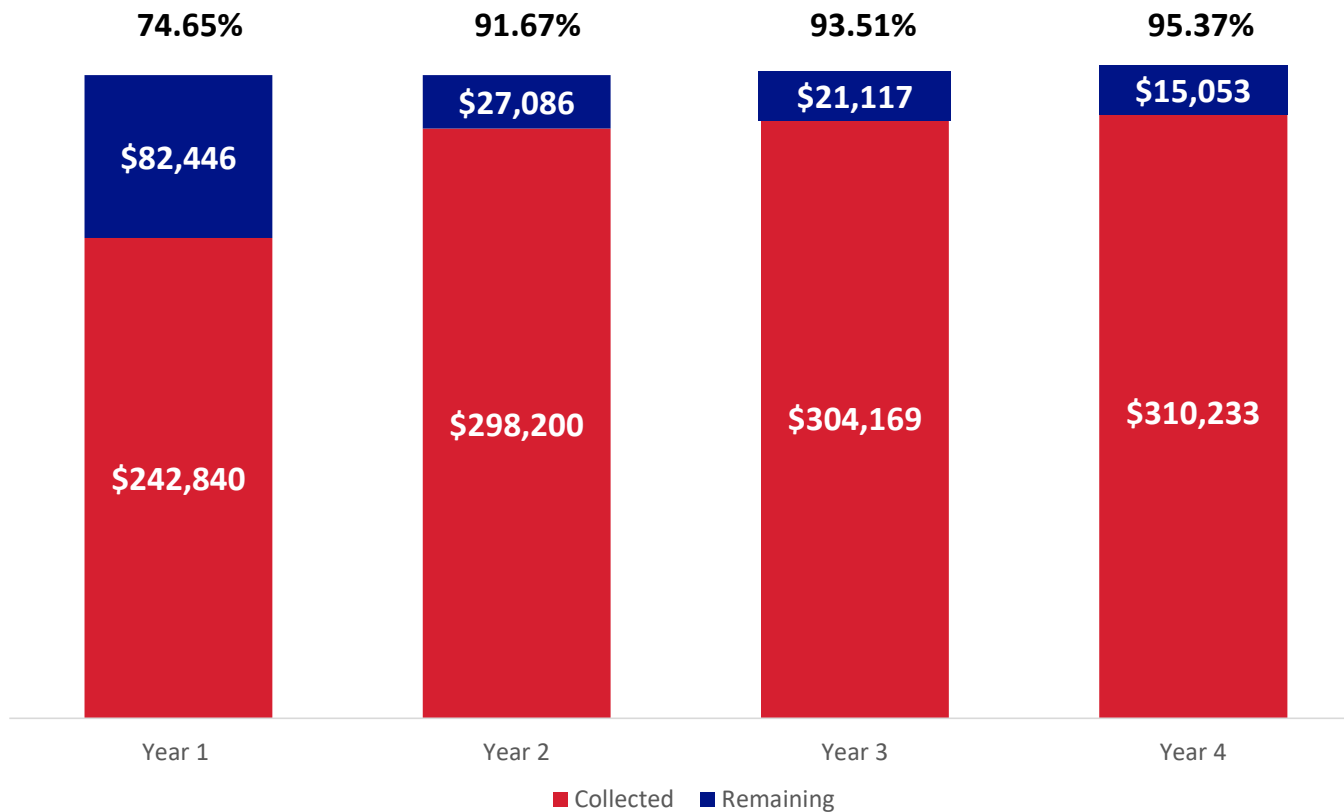
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$292,106





2018 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

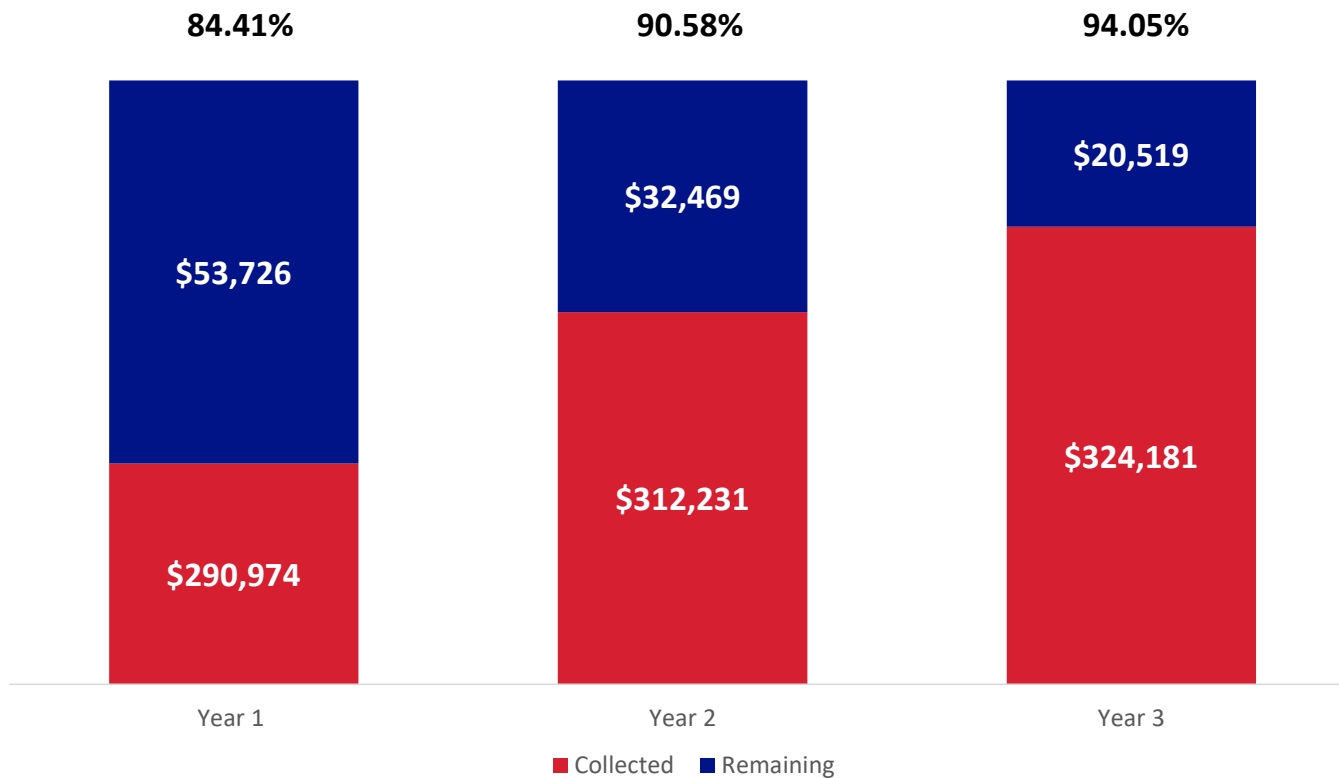
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$325,286





2019 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

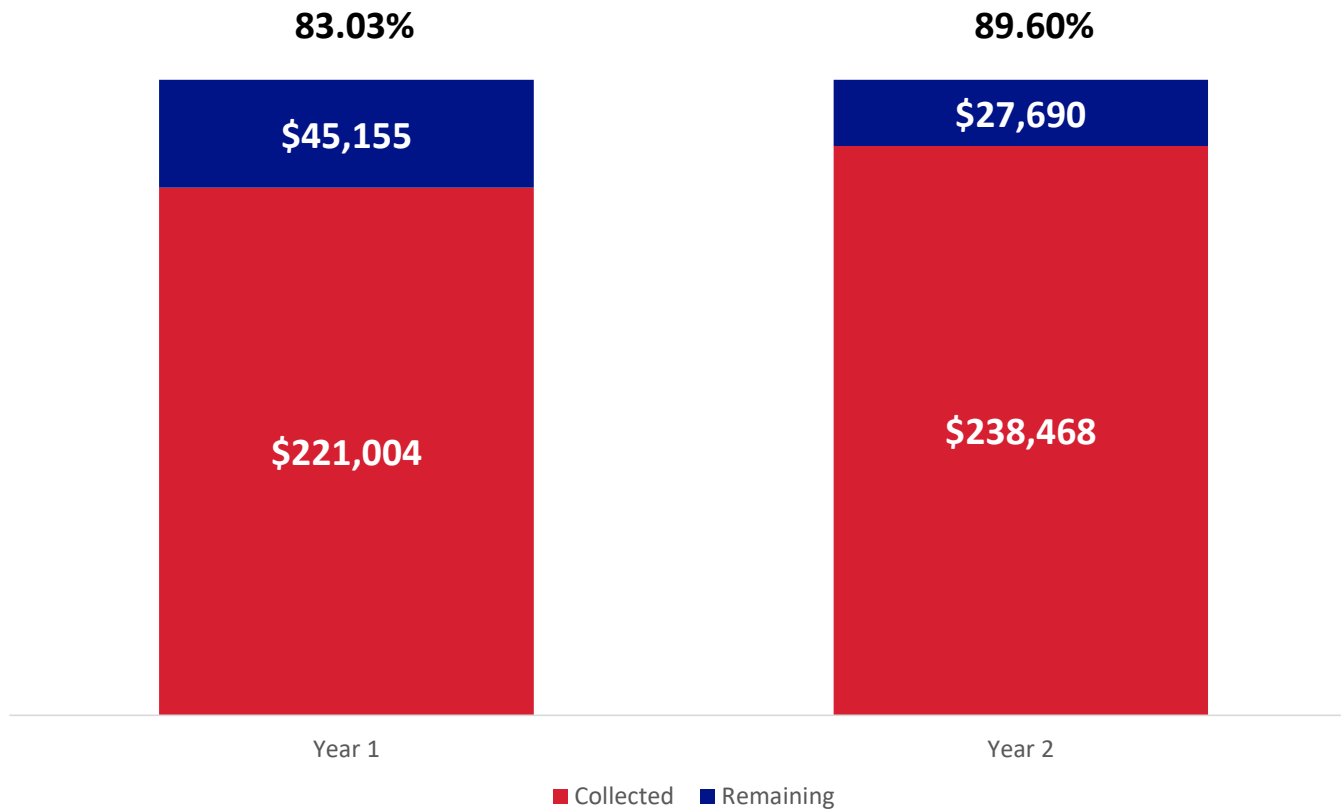
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$344,700





2020 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

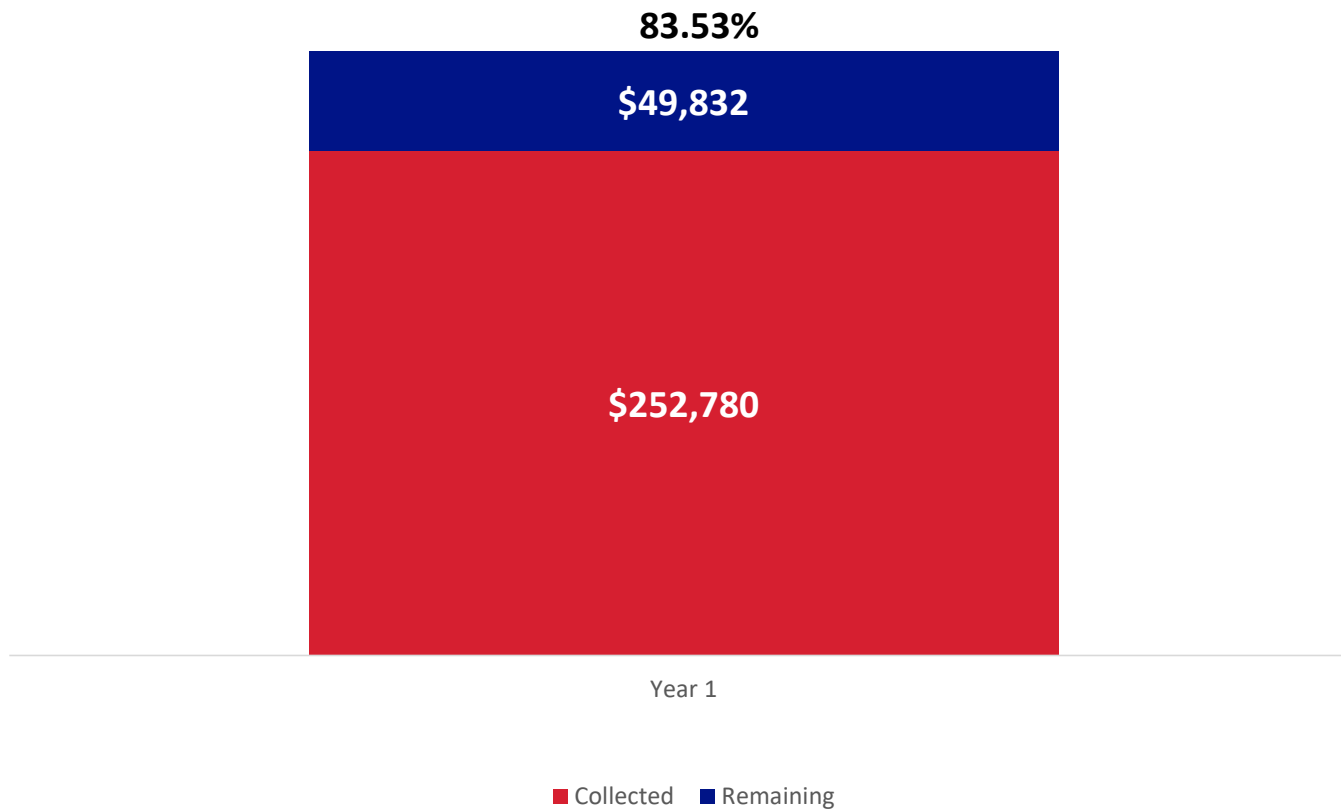
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$266,158





2021 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

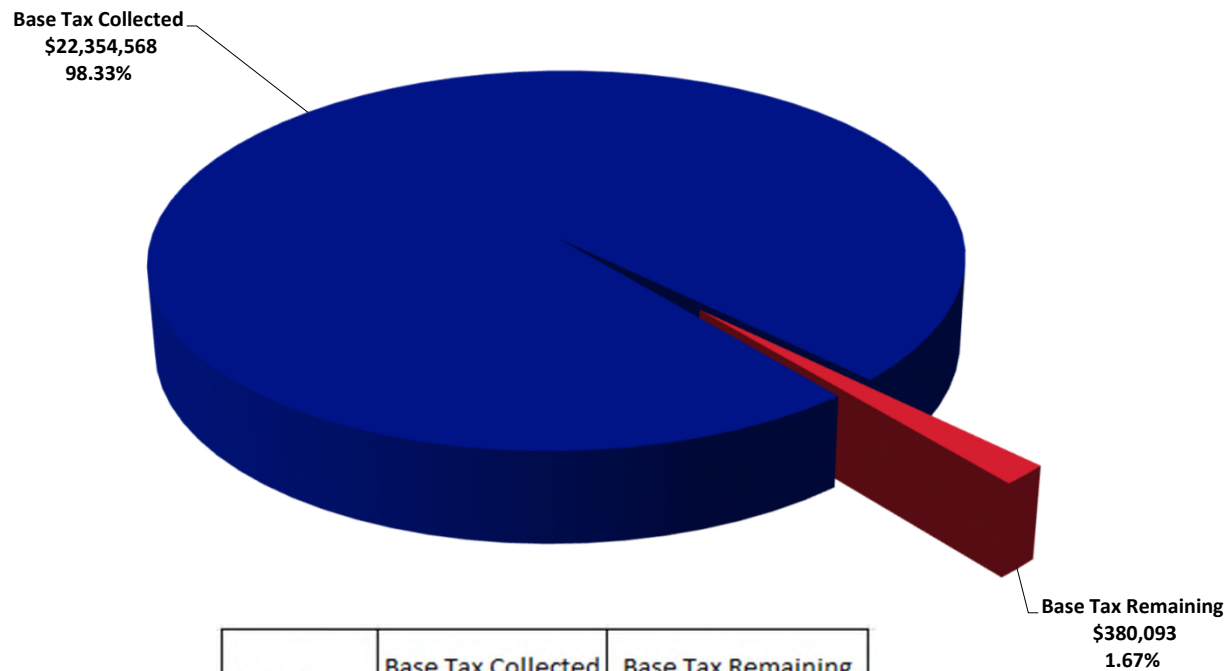
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$302,612





2022 Tax Year BASE TURNOVER CHART FOR THE CITY OF FRIENDSWOOD

*Total 2022 Levy: \$22,734,661 *Amounts Provided by the Galveston County Tax Office*



Total Levy	Base Tax Collected as of June 30, 2023	Base Tax Remaining as of June 30, 2023
\$22,734,661	\$22,354,568	\$380,093
	98.33%	1.67%

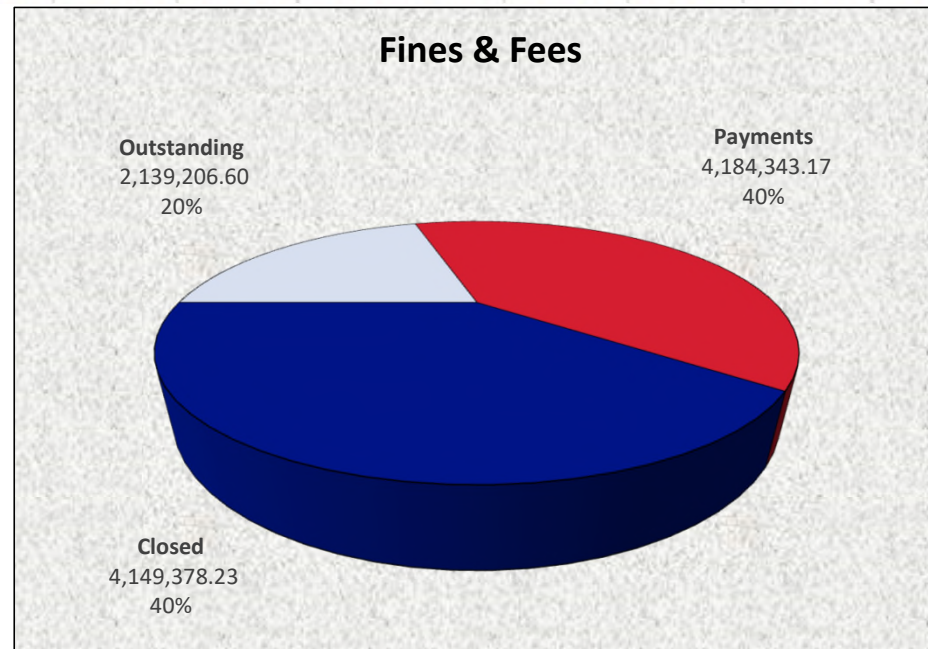


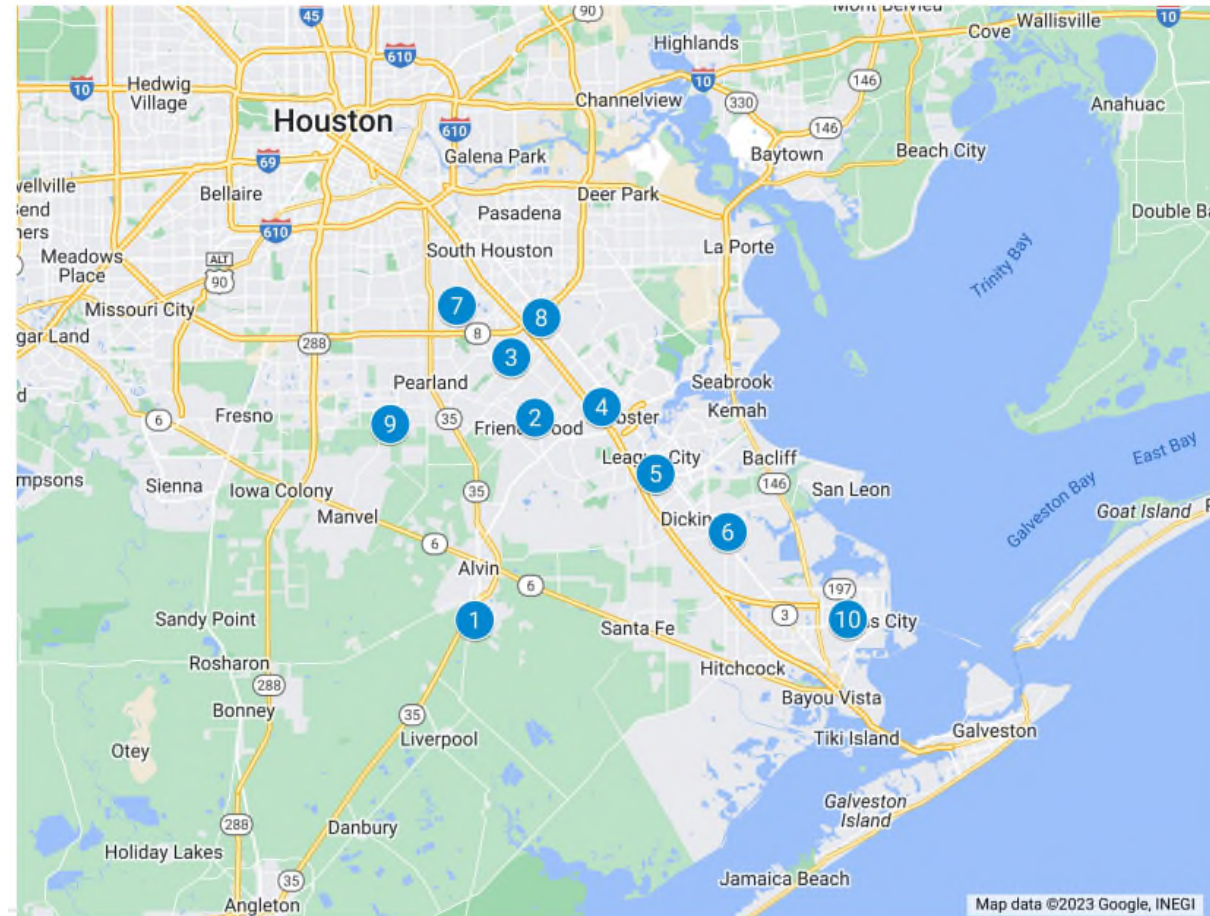
FINE & FEE COLLECTION REPORT

AS OF AUGUST 22, 2023

FOR THE CITY OF FRIENDSWOOD

Total Turnover		Payments and/or Partial Payments			Dismissed/Cleared			Total \$ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
\$	#	\$	#	% of \$	\$	#	% of \$					
10,472,928.00	21,448	4,184,343.17	14,318	39.95%	4,149,378.23	11,697	39.62%	79.57%	13,946	80,026	13,295	24,287

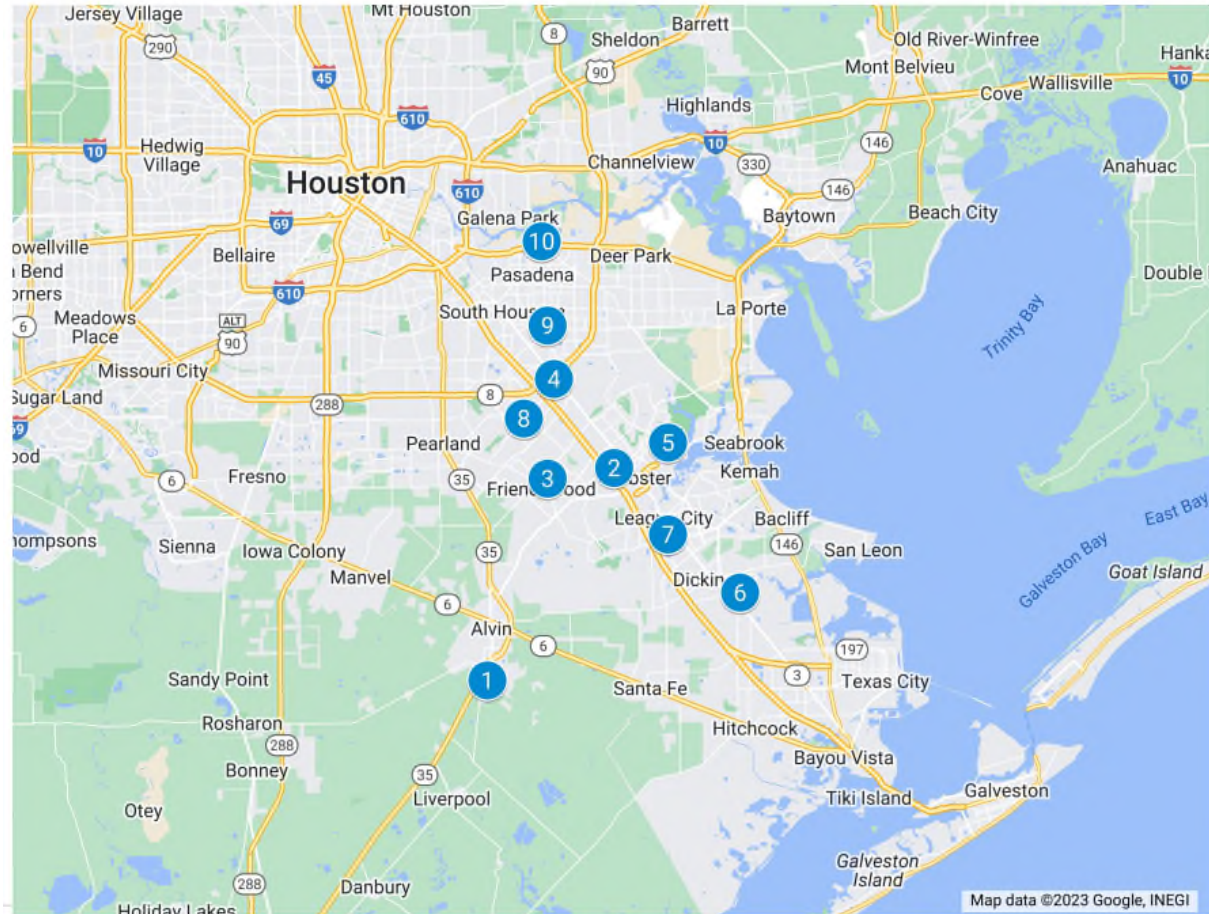






TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE FOR THE CITY OF FRIENDSWOOD

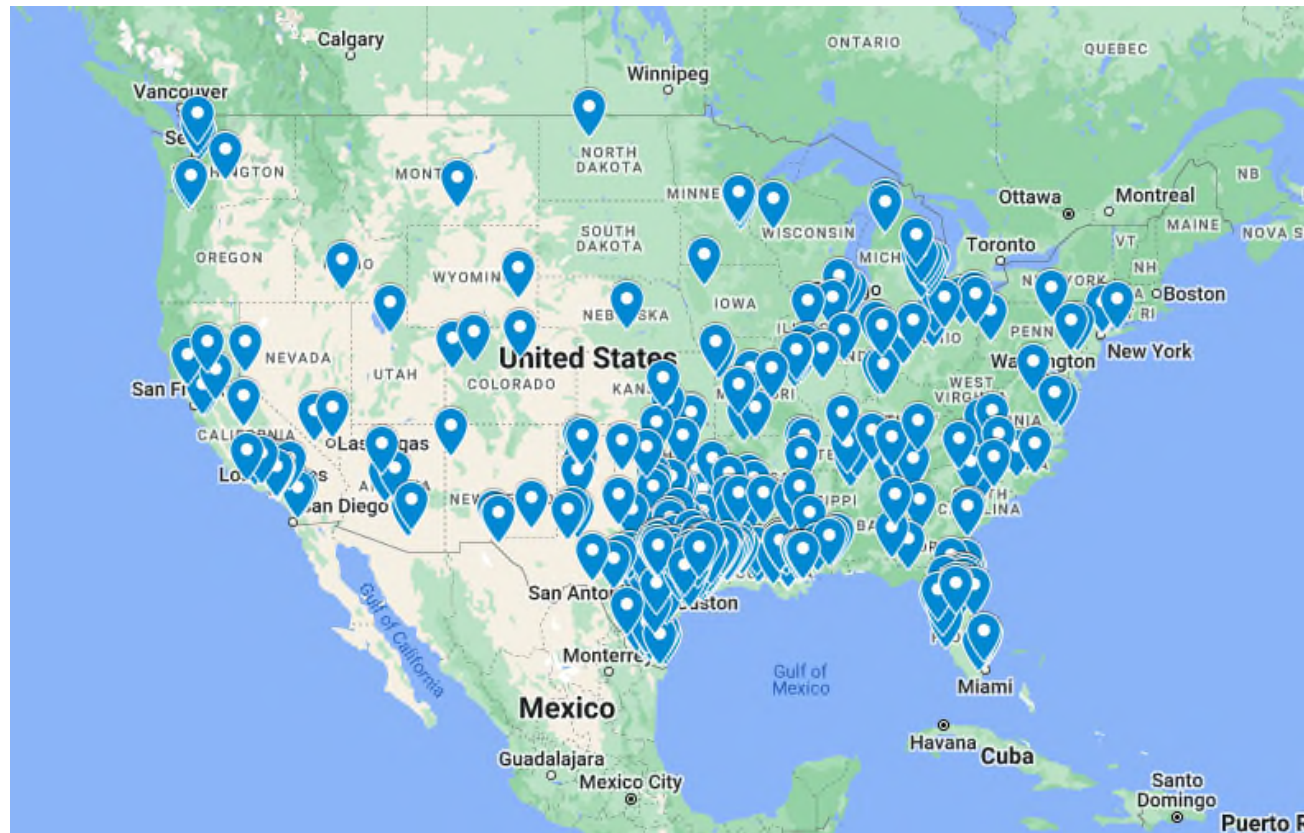
1	77511 - \$46538.26(52)
2	77598 - \$18770.95(27)
3	77546 - \$16689.39(23)
4	77034 - \$17188.60(21)
5	77058 - \$16983.22(17)
6	77539 - \$8813.80(15)
7	77573 - \$8876.00(14)
8	77089 - \$8086.10(12)
9	77504 - \$11782.40(11)
10	77506 - \$9635.60(11)





ALL ACCOUNTS FOR THE CITY OF FRIENDSWOOD

 All items



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 07/12/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Community & Economic Development Committee Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive and discuss the Community and Economic Development Committee's report outlining their activities and achievements in the last year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. CEDC 2023 ANNUAL REPORT TO CITY COUNCIL

Community and Economic Development Committee Annual Report to City Council September 11, 2023

The following is the CEDC's 2023 Annual Report. The Community and Economic Development Committee has six members that include Chair Susan Asimakis, Vice Chair Blaise Guzzetta, Pauline Moore, Derrick Brown, Andrea Trabanino, Kyle Winne and Judy Wiggins. Liaisons include City Councilmember Sally Branson, Councilmember Brent Erenwert as alternate and City staff – Director of Community Development, Aubrey Harbin and Assistant City Manager, Steven Rhea.

The CEDC's mission statement: ***To champion a vibrant and competitive economy by providing leadership and resources for business attraction, retention, and expansion to enhance the quality of life.***

The CEDC held ten regular meetings this past year, with all meetings being held in person. The principal objective of the group has been to develop an economic development and business retention strategy as identified in the CEDC Strategic Plan.

The following are some of the 2022-2023 highlights.

- Collectively the CEDC visited over 25 local businesses as a fact-finding mission to assess challenges and experiences they encounter operating in the community. The information gathered provided direction to the CEDC on how to begin shaping the business retention strategy.
- The CEDC hosted a collaboration meeting with the Chamber of Commerce, Friendswood Economic Development Committee (FDEDC) and The Friends of Downtown Friendswood Association (FDFA) to discuss the formation of a consistent messaging and marketing program to create an environment even more conducive to business attraction and retention.
- The CEDC invited Sharon Rowsey with UTR-Texas Realtors and Dan Seal with the Bay Area Houston Partnership to share their experiences and expertise in selling and marketing to potential Friendswood business owners.
- A subcommittee has been created to assess and update the City's Target Industry list to provide recommendations on prospective businesses to attract and incentivize.
- The group has completed the formation of the marketing messages and will be hosting the second collaboration meeting with the Chamber of Commerce, FDEDC and FDFA to present the updates.

The group sincerely thanks our City Council liaison Sally Branson, and City Council alternate liaison Brent Erenwert for attending the meetings. In conclusion, it is the CEDC's privilege to serve in the capacity of an economic development advisory committee to City Council. Thank you.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 07/25/2023

Prepared by: Glenda Faulkner, Executive Secretary

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

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive and discuss the Friendswood Downtown Economic Development Corporation's report outlining their activities and achievements in the last year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. FDEDC 2023 ANNUAL REPORT TO CITY COUNCIL
2. FDEDC FY 2024 PROPOSED BUDGET

Friendswood Downtown Economic Development Corporation (FDEDC)
Annual Report to City Council
September 11, 2023

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 five 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 2023, progress continued with the Texas Department of Transportation sidewalk, curb ramps and mast arms project. All but a small portion of sidewalk has been completed, the new traffic signals and pedestrian crossing signals have also been installed. All the new traffic signals are operational, and most pedestrian crossings are functioning as TxDOT completes the necessary wiring. The previous signals and mast arms have been removed and TxDOT is currently removing the support poles, span-wires and associated infrastructure.

The Downtown lighting project continues its progress as Pfeiffer and Son. Ltd. have installed electrical services and cabinets to serve the new lighting. The City's Engineering Department has confirmed final light pole locations and foundation work is set to begin in the coming weeks. The new light poles and fixtures are estimated to be delivered in September. This 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 to this report is the most recent yearly budget prepared by the City which estimates the fiscal year 2022-2023 end fund balance totaling \$3,240,261. The projected revenue for the next fiscal year is \$850,978 which includes sales tax and interest. The projected end of fiscal year 2023-2024 fund balance is \$2,206,439 after expenditures.

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 (FDEDC)

FUND 175

FY 2023-2024 PROPOSED BUDGET

DRAFT COPY FOR 08/08/23 FDEDC MEETING

Account	Account Name	FY24 PROPOSED BUDGET
REVENUE		
175-0000-31310	SALES TAX	\$762,500
175-0000-36180	INTEREST	88,478
TOTAL REVENUE:		<u>\$850,978</u>
 EXPENDITURES		
SERVICES		
175-0303-419.5550	ADMINISTRATIVE EXPENSES	\$2,000 *
175-7001-419.8120	CAPITAL IMPROVEMENTS	1,866,800 **
SERVICES Totals:		<u>\$1,868,800</u>
 OTHER		
175-9002-491.9110	TRANSFER TO GENERAL FUND (CITY STAFF SERVICES)	\$16,000
OTHER Totals:		<u>\$16,000</u>
TOTAL EXPENDITURES:		<u>\$1,884,800</u>
INCREASE (DECREASE) IN FUND BALANCE		<u>(\$1,033,822)</u>
BEGINNING FUND BALANCE (UNAUDITED ESTIMATED YEAR END BALANCE @ 9/30/23)		<u>\$3,240,261</u>
ENDING FUND BALANCE (PROJECTED FOR YEAR END @ 9/30/24)		<u><u>\$2,206,439</u></u>

***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.**

Projected capital improvements expenses resulting from the FM 528 Illumination project.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/08/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the Capital Improvement Projects.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Council will hear an update on Capital Improvement Projects ongoing within the City of Friendswood. Updates will include Fire Station 2, 15355 Blackhawk Boulevard, and Blackhawk Boulevard Reconstruction, amongst others.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP Update September 2023

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood Drive

STATUS:

Construction nearing completion

Work in progress includes:

- Interior finishes
- Utility connections



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Staff to began moving into new offices in August (Phase I)

Phase II – Construction of shop area ongoing

Phase III – Construction of locker rooms to begin soon

Shelter – Award of Bid tonight

Reno - \$5.4M – Funding: GO Bonds, W/S Working Capital, W/S Bonds, GF

Shelter - \$963K – Funding: CDGB-DR, W/S Working Capital, GF



Blackhawk Blvd - Phase II-B

LOCATION:

Blackhawk Boulevard (Geneva Dr to Pennystone Way)

STATUS:

Underground work has begun

Construction will be approximately 1115 feet (0.85 lane miles)

Franchise utility relocation ongoing (CenterPoint, AT&T)



Blackhawk Blvd - Phase II-C

LOCATION:

Blackhawk Boulevard (Pennystone Way to FM 2351; Thursa Lane to FM 528)

STATUS:

Project will complete the rest of Blackhawk Boulevard

Project scoping with Engineer ongoing

Coordination with 24" water line project

Coordination at FM 528 with future development



Tank Rehab Project

LOCATION:

Multiple

STATUS:

Ground storage tank on Stoneledge nearing completion (recoating, disinfection)

Water Tower #2 will be next, located next to Animal Shelter on FM 528

Two more ground storage tanks will remain



24" Clear Creek Water Line Crossing Project

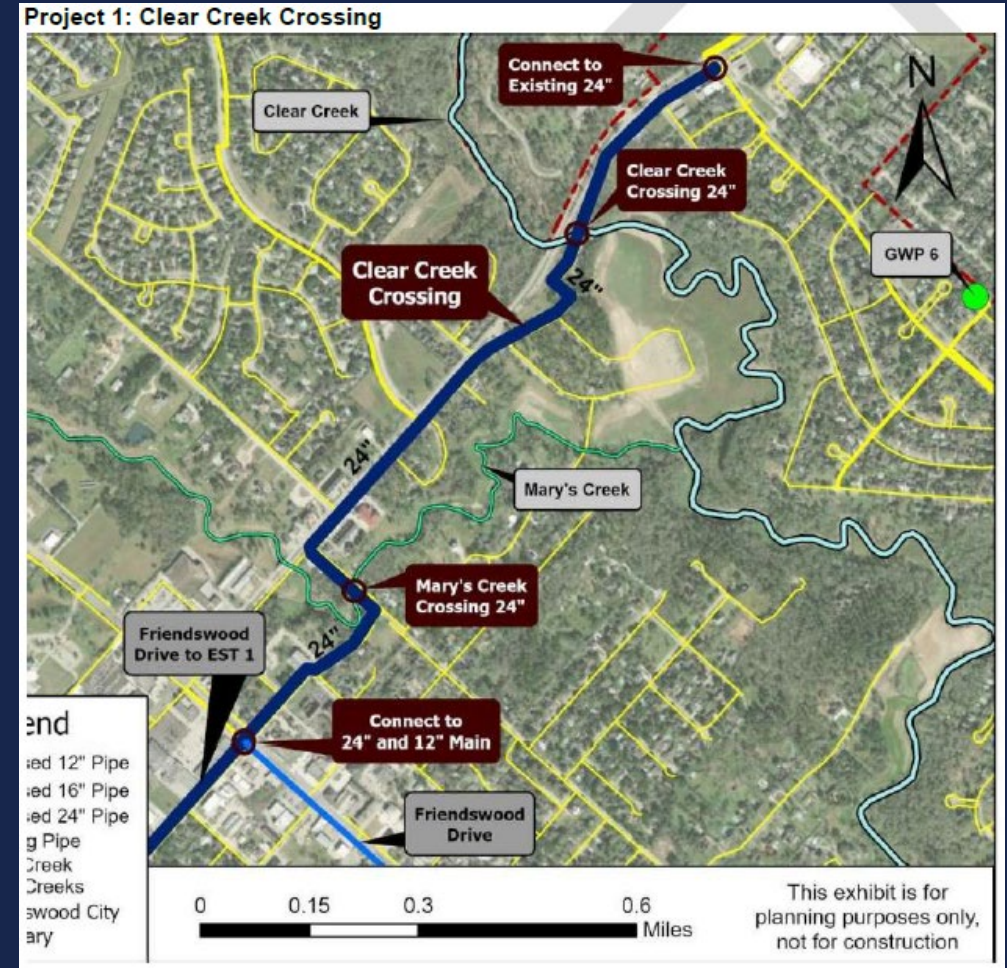
LOCATION:

Generally parallel to FM 2351, from Blackhawk 2 to FM 518

STATUS:

Design engineer evaluating potential route

Coordination ongoing with Blackhawk II-C to combine a portion of both projects



Surface Water Plant #1 Tank Replacement

LOCATION:

Surface Water Plant #1, Blackhawk Boulevard behind Calvary Church

STATUS:

Design work to begin soon

New approx. 750,000-gallon storage tank to be built in empty space adjacent to Blackhawk Boulevard



2023 Impact Fee Assessment Study

STATUS:

Analysis of growth-related CIP projects ongoing

Third party Engineer will deliver preliminary results of Sanitary Sewer Modeling early September, projects to be considered during assessment of impact fee

Analysis of vacant parcels/new development areas ongoing

\$75K – Funding: FY23 W/S Operating Budget

City of Friendswood, Texas

Request for Qualifications



2023 Water and Wastewater Utility Impact Fee Project
RFQ No. 2023-04

2022 Unified Planning Work Program (“UPWP”) Projects

STATUS:

Master Trail Plan and Friendswood Parkway Planning Study both awarded \$250,000 grants in Harris-Galveston Area Council’s (“H-GAC”) 2022 UPWP (no City match)

All 2022 UPWP projects have been rolled over into the upcoming 2024 UPWP

Advanced Funding Agreement (“AFA”) between H-GAC and TxDOT has been signed for Friendswood Parkway

AFA for Master Trail Plan being finalized

Questions / Comments



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/01/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2023-2024.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

On August 7, 2023, the City Council took action to propose a tax rate of \$0.508360 per \$100 property valuation for 2023. The proposed tax rate exceeds the lower of the no new revenue tax rate or voter approval tax rate by 9.76 percent and would result in a tax revenue increase of approximately \$3,051,252 from properties taxed in, both, the current and preceding tax years. Also on August 7, 2023, City Council scheduled a public hearing on the proposed tax increase for September 11, 2023. As required by truth-in-taxation guidelines, the date, time and location of the meeting to adopt the tax rate will be announced at the public hearing.

A quarter-page advertisement for the notice of public hearing on the tax increase was published in the Friendswood Reporter News on August 9, 2023. The notice explains the proposed change to the property tax rate and reflects the public hearing date. The notice is posted on the City's website and PEG channel.

City Council may decide to move forward with adopting this rate or proposing and adopting a rate lower than this without having to publish any additional notice of the 2023 tax year proposed property tax rate.

*The City of Friendswood fiscal year 2023-2024 budget, adopted on August 28, 2023, was developed with a tax rate of \$0.500728 per \$100 property valuation, comprising a maintenance and operations rate of \$0.379450 and interest and sinking (debt service) rate of \$0.121278.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. 2023 City of Friendswood Tax Increase Public Hearing Notice

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.508360 per \$100 valuation has been proposed by the governing body of the City of Friendswood.

PROPOSED TAX RATE	\$0.508360 per \$100
NO-NEW-REVENUE TAX RATE	\$0.463141 per \$100
VOTER-APPROVAL TAX RATE	\$0.598630 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for City of Friendswood from the same properties in both the 2022 tax year and the 2023 tax year. The voter-approval rate is the highest tax rate that City of Friendswood may adopt without holding an election to seek voter approval of the rate. The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Friendswood is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 11, 2023 at 6:00 pm at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, Texas 77546.

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

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

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

FOR the proposal:	Mayor Mike Foreman	Mayor Pro-tem Steve Rockey	Sally Branson
	Trish Hanks	Robert J. Griffon	Joe Matranga
	Brent Erenwert		

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property. The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

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

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.487314	\$0.508360	increase of 0.021046, or 4.32%
Average homestead taxable value	\$288,636	\$339,102	increase of 50,466, or 17.48%
Tax on average homestead	\$1,406.56	\$1,723.86	increase of 317.30, or 22.56%
Total tax levy on all properties	\$20,084,897	\$22,328,875*	increase of 2,243,978, or 11.17%

*Total tax levy excludes approximately \$3.2 million from properties with tax ceilings.

For assistance with tax calculations, please contact the tax assessor for City of Friendswood at 1-877-766-2284 or galcotax@co.galveston.tx.us, or visit www.galcotax.com for more information.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/01/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2023-2024 adopted on August 28, 2023.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On August 28, 2023, the City Council adopted the City of Friendswood's Budget for Fiscal Year 2023-2024. Pursuant to Section 102-007(c) of the Texas Local Government Code, the City Council must take a separate vote to ratify the property tax increase reflected in the budget. This vote is separate and distinct from the vote adopting the budget and the vote on the tax rate required by Chapter 26 of the Texas Tax Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/01/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2023, and ending September 30, 2024, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2023, and ending September 30, 2024.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

The proposed tax rate of \$0.500728 is composed of the maintenance and operations (M&O) rate at \$0.379450 and the interest and sinking debt service (I&S) rate at \$0.121278.

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Section 26.05(a) of the Texas Tax Code, requires tax rate adoption by September 30th or by the 60th day after the taxing unit receives the certified appraisal roll, whichever date is later, if adopting a tax rate that does not exceed the voter approval tax rate. Certified property tax values were received on July 25, 2023; making our required tax rate adoption date September 25, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends consideration of the required ordinance to adopt the 2023 tax rate.

ATTACHMENTS

1. Ordinance - Tax Rate

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX RATES FOR THE GENERAL FUND MAINTENANCE AND OPERATIONS AND FOR DEBT SERVICE FOR THE CITY OF FRIENDSWOOD FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City received the certified appraisal roll on July 25, 2023, making September 25, 2023, the required tax rate adoption date; and

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

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

WHEREAS, the proposed tax rate for debt service is \$0.121278 per \$100 valuation and the proposed the tax rate for maintenance and operation expenditures is \$0.379450 per \$100 valuation; and

WHEREAS, the combined tax rate of \$0.500728 exceeds the no-new revenue tax rate but not the voter-approval tax rate; and

WHEREAS, on September 11, 2023, prior to the passage of this ordinance, the City Council held a public hearing on the proposed tax rate in accordance with the Texas Tax Code affording adequate opportunity for proponents and opponents of the tax increase to present their views; and

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

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

I move that the property tax rate be increased by the adoption of a tax rate of \$0.500728, which is effectively an 8.1% percent increase in the tax rate;
and

WHEREAS, the vote on such motion was made by a record vote and passed by at least 5 members of the City Council; NOW THEREFORE,

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

Section 1. The facts and matters set forth in the preamble of this ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2023, and ending September 30, 2024, an ad valorem tax rate of \$0.379450 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City on January 1, 2023, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of maintenance and operation expenditures.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.52 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.68

Section 3, That the ad valorem tax rate of \$0.379450, as set forth in Section 2, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) assessed value of property located within the city limits of the City of Friendswood on January 1, 2023, as valued by the Harris County Appraisal District and the Galveston Central Appraisal District and made taxable by law.

Section 4. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2023, and ending September 30, 2024, an ad valorem tax rate of \$0.121278 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed value of all property, real, personal, and mixed, within the corporate limits of the City on January 1, 2023, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of debt service.

Section 5. The ad valorem tax rate of \$0.121278, as set forth in Section 4, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) assessed value of property located within the city limits of the City of Friendswood on January 1, 2023, as valued by the Harris County Appraisal District and the Galveston Central Appraisal District and made taxable by law.

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

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

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

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

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

PASSED, APPROVED, and ADOPTED on first and final reading by the affirmative vote of the City Council this 11th day of September, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 07/17/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a request for a zone classification change located at 209 E. Edgewood Drive, 0.2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allows the use of the property as a print shop.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The owner of the building located at 209 E. Edgewood Drive is requesting to change the underlying zoning district of its parcel from Planned Unit Development (PUD) to Office Park District (OPD).

This lot was sold off by metes and bounds in 2019, which was long after the property was platted in 2000. The tract meets the minimum lot size for the Office Park District (OPD), which is 100 feet by 100 feet and access to the lot is provided by a dedicated access easement.

Ordinance No. 97-22 changed the zoning from OPD to PUD; however, no uses were defined as part of the PUD (see attached ordinance). Additionally, the Specific Use Permit (SUP) to allow a print shop was added in 1998 (Ordinance 98-5) and is therefore, the only use that would currently be allowed to occupy the building. Changing the underlying zoning back to OPD will allow uses in that category in addition to the print shop, since the SUP will remain as an overlay.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving the zone change request will allow additional uses within the existing building.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 10, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 4-1 (Commissioner Rives opposed and Commissioners Mann and Koerner were absent) on a motion to recommend approval of the requested zone change. See attached final report for additional details.

ATTACHMENTS

1. Application_209 E Edgewood Dr
2. Deed_209 E Edgewood Dr
3. Plat_Melody Plaza Section 2 Replat
4. Survey_209 E Edgewood Dr

5. Aerial Map_209 E Edgewood Dr
6. Location Map_209 E Edgewood Dr
7. Zoning Map_209 E Edgewood Dr
8. FLUM_209 E Edgewood Dr
9. Rezoning Report_209 E Edgewood Dr
10. Ord 97-22 OPD to PUD
11. Ord 98-5 SUP for Print Shop
12. PZ Final Report 209 E Edgewood Dr 08-14-2023



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

Request is to change
the underlying zoning
and keep the SUP that
was approved with
Ordinance 98-5.

CURRENT ZONE OF PROPERTY: PUD/SUP 98-5

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: OPD

☐ Planned Unit Development Option 1

☐ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☒ Specific Use Permit Option 2

SUP for Use(s) #: ~~323~~

PROPERTY IDENTIFICATION:

Address: 209 E Edgewood Drive

Platted Land – Plat Name: Replat of Melody Plaza Section 2 Lot: 2-2 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: 2351 Properties, L.L.C. Phone: 832-569-4562

Owner's Mailing Address: 3908 Oakwood Dr N

City: Pearland State: TX Zip: 77581 Fax: _____

Owner's Email Address: rsmithhart@minutemanpress.com

AGENT'S NAME : Robert Smithhart Phone: 832-569-4562

Agent's Mailing Address: rsmithhart@minutemanpress.com

City: Pearland State: TX Zip: 77581 Fax: _____

Agent's Email Address: rsmithhart@minutemanpress.com

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

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

Owner's Signature: Robert Smithhart Date: 07/05/2023

Agent's Signature: Robert Smithhart Date: 07/05/2023

Received By: Becky Bennett
Date of Public Hearing: 8-10 + 9-11
Property Owner Notices: 7-28

Application Number: 2023-0024
Received Date: 7-5-2023
Newspaper Notice: 7-17
Sign on Property: 7-28

DEED OF TRUST

THE STATE OF TEXAS :
 :
 : KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON :
 :

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

This DEED OF TRUST, made and entered into by and between **2351 PROPERTIES, LLC**, hereinafter called Grantor (whether one or more), for the purpose of securing the indebtedness hereinafter mentioned, and in consideration of the sum of **TEN DOLLARS (\$10.00)**, paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, do Grant, Sell and Convey unto **PATRICK F. DOYLE, DENNIS R. BETTISON, JEFF ADAMS, DONNIE QUINTANILLA, JANA L. HARTNETT, ALBERT G. REDMOND, PETER J. SAPIO, JR. or THEA CLARK**, as Trustee(s), and also to the Substitute Trustee, as hereinafter provided, all of the following described real property, to-wit:

A tract of land containing 0.2893 acre out of Lot 2, in Block 1, of Final Replat of MELODY PLAZA, SECTION TWO (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, and being out of a 0.675 acre tract out of Lot 4, in Block 9, of Friendswood Subdivision, out of the Sarah McKissick League or J.R. Williams League, according to the map as recorded in Volume 254-A, Page 18, in the Office of the County Clerk of Galveston County, Texas, and being that same tract of land conveyed from David O' Farrell to Greg Sallee, by Deed dated January 30, 1998, recorded under Galveston County Clerk's File No. 9804693, and said 0.2893 acre being more particularly described by metes and bounds as reflected in EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all improvements thereon, or to be placed thereon, including all lighting fixtures, water heaters, plumbing fixtures, built-in appliances, heating and air conditioning equipment (central or otherwise), carpeting, window shades, Venetian blinds, dishwashers, disposals, now or hereafter attached to or used in connection with said premises, all of which shall be considered as fixtures and to form a part of the realty covered by the lien hereof. Grantor also conveys to Trustee, a security interest in the consumer goods or equipment described herein to further secure the indebtedness.

TO HAVE AND TO HOLD the said premises unto the said Trustee, and to his successors and assigns, forever, hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof, unto the said Trustee, hereinbefore named, and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same for and upon the following Trust,

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to-wit: Whereas the said Grantor is justly indebted to **GREG SALLEE and JANICE J. SALLEE**, hereinafter called Holder (whether one or more), as evidenced by one certain promissory note of even date herewith executed by **2351 PROPERTIES, LLC**, in the amount of **ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$192,500.00)** and being payable to the order of **GREG SALLEE and JANICE J. SALLEE**, at _____, as follows: As provided therein.

This conveyance is made for the security and enforcement of the payment of said indebtedness, or any extensions or renewals thereof, and also for the security and payment of any other indebtednesses or obligations of Grantor to Holder, whether primary or secondary, owing by Grantor to Holder, and for all sums of money which may be advanced by Holder to or for the benefit of Grantor, his heirs or assigns. The liens herein referred to shall expressly secure any such past or future indebtednesses, as well as the indebtedness herein expressly described, and default in the terms of any note evidencing such past, present or future indebtedness, or default in the terms of any deed of trust securing same shall be an event of default and breach of covenant under all of said notes and deeds of trust or other security instrument, thereby giving Holder the right to accelerate the payment of any or all said notes and to foreclose under the terms of any or all of the deeds of trust or other security instruments.

The note also provides that if default is made in the payment of any installment thereunder, or if default be made in the performance of any of the covenants contained in this deed of trust, then at the option of the Holder, the note shall become immediately due and payable without notice, and that this lien may be foreclosed. Failure to exercise this option is not to constitute a waiver of the right to exercise it in the event of any subsequent default. If maker defaults on any payment of any installment due on this note or if it is collected in any probate or bankruptcy proceeding and an attorney is employed to enforce or collect this note, whether by suit or otherwise, maker agrees to pay an attorney's fee of 10% of the principal and interest then due.

Grantor covenants, and agrees as follows:

1. To make prompt payment of the aforementioned indebtedness, both principal and interest, as the same shall become due and payable.
2. That they have a good and merchantable title in fee simple to the premises hereby conveyed, free and clear from all encumbrances, with full right and authority to convey the same, and will warrant and defend the title against the claims of all persons whatsoever.
3. To pay, as the same shall become due and payable, all taxes and special assessments, now chargeable to or assessed against or hereafter chargeable to or assessed against the above described property.
4. Grantor further covenants and agrees to insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Holder during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness or the full insurable value of said improvements whichever is the lesser, in such form and with such insurance company or companies as may be approved by the Holder, and to deliver to the Holder the policies of such insurance having attached to said policies such

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mortgage indemnity clause as the Holder shall direct; to deliver renewals of such policies to the Holder at least ten (10) days before any such insurance policies shall expire; and sums which may become due under any such policy, or policies, may be applied by the Holder, at his option, to apply toward sums advanced by Holder under the terms of this Deed of Trust to reduce said debt, or the Holder may permit Grantor to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

5. To pay any and all prior indebtedness that may be owing against the above described property strictly in accordance with the terms thereof and to comply strictly with the terms, agreements, covenants and provisions of any and all liens and instruments securing same, and on request of the Holder to present to the Holder receipts or photostatic copies of receipts for each payment on the indebtedness within five days after such payment is due.

6. At the option of the Holder, Grantor shall pay monthly to the Holder to protect the security of this Deed of Trust, in addition to the payments upon the above described note and together therewith, on each installment date, and until said note is fully paid, a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the above described property, plus taxes and assessments next due on said premises (all as estimated by the Holder) less all sums paid therefore divided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will become delinquent, such sums to be held by the Holder in trust to pay said premiums, taxes and special assessments. The duty and obligation to obtain such insurance and pay said taxes shall in all events remain on the Grantor but the funds obtained under this paragraph may be used to pay therefore.

7. Grantor shall keep said improvements in good condition and repair, and they shall not permit waste on said property or do or permit to be done any act or thing that would tend to depreciate the value of the above described property.

8. Grantor shall in no manner impair any lien securing the aforementioned indebtedness.

9. That in the event the ownership of the premises covered hereby or any part thereof become vested in a person other than the Grantor, the Holder of the note secured hereby, may, without notice to the Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and to the debt hereby secured in the same manner as with the Grantor without in any way vitiating or discharging the Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises covered hereby and no forbearance on the part of the Holder of the said note and no extension of the time for the payment of the debt hereby secured, given by said Holder shall operate to release, discharge, modify, change or affect the original liability to the Grantor either in whole or in part.

10. Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to Grantor in any condemnation proceedings shall, at the option of Holder, be applied on the above described indebtedness.

11. Grantor will not sell the property to a purchaser unless said purchaser is approved in writing by Holder and such purchaser assumes payment of the indebtedness remaining unpaid and Grantor furnishes Holder with a copy of his deed to purchaser and pays Holder a reasonable

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and customary transfer fee. In the event of such sale and conveyance, Holder shall have the right and option to declare the entire amount of indebtedness secured hereby due and payable by giving notice in writing within one year from the date actual notice of the conveyance is received by Holder to Grantor at his last known address and to purchaser at the situs of these premises. Failure to pay the indebtedness so declared to be due in full within 30 days after the giving of such notice shall constitute an event of default hereunder, and the trustee is and shall be empowered, when requested to do so by the Holder of this note after such default, sell the premises as herein provided. However, if all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (including any contract for deed), without Holder's prior written consent, which consent may be withheld in Holder's sole discretion, Holder may declare the balance of the Note to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between buyers, or the passage of title by reason of the death of a buyer or by operation of law will not entitle Holder to exercise the remedies provided in this paragraph.

12. Now, should Grantor perform all of the covenants herein contained, and make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and the lien created hereby shall be released by Holder, or other Holder thereof, at the expense of Grantor.

13. Should Grantor fail or refuse to make prompt payment of the above described note as the same shall become due or payable or should Grantor breach any of the acts, conditions, obligations contained herein, or should Holder determine, in its sole judgment that the ability of Grantor or any person obligated to pay the indebtedness or any part thereof or perform the obligations or any part thereof, has deteriorated or been significantly impaired, or that the mortgaged premises had become insufficient as security for the indebtedness, then as in any of such events, the Holder may, at its option, declare the entire indebtedness hereby secured with all interest and all other sums hereby secured, to be immediately matured and become due and payable without demand or notice of any character, and it shall thereupon, or at any time thereafter, be the duty of the Trustee, and of his successor or substitute as hereinafter provided, on the request of Holder, (which request is hereby presumed), to enforce this Trust and make sale of said real property as provided in V.T.C.A., Property Code, Section 51.002, as amended, after notice as provided in said Section (but without any other notice than is required by said Section 51.002, as amended) selling all the property above conveyed as an entirety or in parcels, as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the Grantor, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of 5% to himself, and then to Holder, the full amount of principal, accrued interest and attorney's fees due and unpaid on said indebtedness as hereinabove set out, rendering the balance of the purchase money, if any, to the Grantor, their heirs, or assigns; and said sale shall forever be a perpetual bar against Grantor, their heirs and assigns. And Holder shall have the right to purchase at such sale, being the highest bidder.

14. It is agreed that if default be made in the payment of any installment of the note secured by this deed of trust or if advancements are made under the terms of this deed of trust, the Holder thereof shall have the option to proceed with foreclosure in satisfaction of such items, either through the courts or by directing the Trustee(s) or his successors in trust to proceed as if under a foreclosure, conducting the sale as herein provided and without declaring the whole debt

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due, and provided that if said sale is made because of such default, such sale may be made subject to the unmatured part of the note and debt secured by this deed of trust, and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the debt secured by this deed of trust, but as to such unmatured part of this deed of trust shall remain in full force and effect just as though no sale had been made under the provisions of this paragraph. And it is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the debt secured hereby, it being the purpose to provide for a foreclosure and to sell of the security for any matured portion of the debt secured hereby without exhausting the power of foreclosure and to sell the security for any other part of the debt secured hereby whether matured at any time or subsequently maturing. It is agreed that an assigning holding any installment or installments or part of any installments of the note hereby secured shall have the same powers as are conferred on the note Holder to proceed with foreclosure on a matured installment or installments, and also to request the Trustee of successors in trust to sell the property herein conveyed; but if any assignee of one or more installments less than the full principal of the note forecloses or causes a sale to be made to satisfy any installment, part of an installment, or installments, then such foreclosure or sale shall be made subject to the unmatured part of the note and the debt secured hereby owned by the note Holder at the time of partial assignment; such partial assignee shall have no power to appoint substitute trustees, but upon request the note Holder shall appoint a substitute trustee in proper case under the terms of this Deed of Trust.

15. It is expressly understood and agreed that the recitals in the conveyance to the purchaser at any Trustee's sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, their heirs and assigns whether such prerequisites shall have been performed or shall not have been performed.

16. In case of the absence, death, inability, refusal or failure of the Trustee herein named or of any substitute Trustee appointed hereunder to act, or in the event the Holder of the indebtedness shall deem it desirable in its sole discretion to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in either of any such events the Holder of the indebtedness shall have the right and is hereby authorized and empowered to appoint, a successor and substitute who may be named, constituted and appointed by the Beneficiary herein, or other Holder of said indebtedness, or any part thereof, or his authorized agent, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, and powers and duties herein conferred on said Trustee herein named; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute, cannot or will not act, or has been removed without cause. The exercise or attempted exercise of the power of sale contained herein shall not exhaust said power of sale and shall not prevent any subsequent exercise thereof.

17. It is further expressly stipulated and understood that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the above described property.

18. It is further expressly stipulated and agreed that the lien of this Deed of Trust shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness or any part thereof.

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19. In the event of any default in payment, all rents from said property are hereby assigned to the Trustee herein or the Substitute Trustee hereinbefore provided for, who may (at the request of Holder or other Holder of the indebtedness) take possession of said property and rent same for such rental as he deems proper, and all sums collected as rental, less all proper and reasonable costs and expenses of collection, shall be applied as a credit on the indebtedness hereby secured.

20. Grantor agrees that Holder shall have the option, at any time, to pay taxes and insurance on the above described property, and, either before or after maturity, any mortgage or other lien or interest or other charge on the above described land and premises, and shall be subrogated to the liens, rights, and remedies of the Holder thereof, and upon payment of any such taxes, insurance, charge or indebtedness shall have the option to declare such amount immediately due and payable at the same place as the original note, or, at the option of the Holder of the note, add the amount thereof to the indebtedness secured hereby to be repaid in the same manner and at the same place as hereinabove set forth. Any amount paid shall bear interest at the same rate as the indebtedness secured hereby and any amount paid shall be fully secured by this Deed of Trust the same as if such indebtedness had been originally for the increased amount. Upon the exercise of such option, the Grantor agrees to pay said sums strictly in accordance with the exercise of the option by the Holder. There shall be no duty upon the Trustee or any Holder hereof to make any such aforementioned payment, the right to make such payment being merely at the Holder's option. The fact that the Holder of the indebtedness makes such payment and exercises one or more of the options herein set out, shall not waive his right to mature the indebtedness secured by this Deed of Trust and foreclose. The filing of a suit to foreclose this Deed of Trust either on any matured portions of the debt or for the whole debt shall never be considered an election so as to preclude foreclosure under the power of sale after dismissal of the suit.

21. If any part of the indebtedness evidenced by or arising under this Deed of Trust or the aforementioned promissory note cannot be lawfully secured by this Deed of Trust, or if any part of the above described property purported to be hereby conveyed in trust cannot be lawfully subject to the lien hereof to the full extent of such indebtedness, then, at and to the extent of the Holder's election and notwithstanding any prior application of payments, agreement or rule of law to the contrary, all applications, or payments on said indebtedness theretofore effected shall be held for nought, and all such payments theretofore or thereafter made shall be applied on said indebtedness in the manner most advantageous to the Holder and shall be applied first in discharge of the portion thereof which is unsecured by this Deed of Trust or is the least secured and of accrued interest on such portion.

22. In no event shall a greater rate of interest than the maximum interest under the laws of Texas be charged or collected for the use of the money hereby secured, and should a greater amount be collected it shall be construed as a mutual mistake of the parties, and the excess shall be refunded by the Holder to Grantor.

23. It is agreed that the Holder may at any time, without notice, release portions of the above described property from the lien of this Deed of Trust, without affecting the personal liability of any person for the payment of the full amount of said indebtedness then remaining unpaid and without affecting the lien of this Deed of Trust upon the remainder of the above described property.

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24. Grantor specifically agrees that after any sale under this Deed of Trust, they, or their heirs or assigns, shall be mere tenants at sufferance of the purchase of said property, or any part thereof, at such Trustee's sale, and that such purchaser shall be entitled to immediate possession thereof; and upon failure to surrender possession, the purchaser, as landlord, shall have the right to file an action for forcible detainer in any justice of the Peace Court in the Precinct and County in which said property is located, which action shall lie against Grantor, their heirs and assigns, as tenants of such purchaser. This remedy is cumulative of any and all other remedies that the purchaser may have hereunder, or otherwise.

25. The term "Grantor" includes all Grantors, hereinabove named and all endorsers, sureties, guarantors, or other persons now or hereafter becoming liable, primarily, secondarily, or in any manner, for the indebtedness hereby secured, or any part thereof. "Holder" includes not only the Holder hereinabove named but all persons who may hereafter acquire the indebtedness hereby secured or any part or parts thereof. As used herein, the masculine gender shall include the feminine and neuter; the singular and plural number shall include the other unless otherwise expressly provided; and the word "person" and the words "Grantor" and "Holder" shall include corporations, partnerships, associations, and other entities, or groups as well as natural persons, and the phrase "their heirs and assigns" shall also include the "Holder", "trustee", and "person", whether singular or plural shall also include the assignees, vendees, heirs, successors, and assigns of such Grantor, Holder, trustee, or person, whether natural or artificial.

26. Grantor further covenants and agrees (which covenants and agreements shall survive any foreclosure, or deed in lieu of foreclosure, of the Property and any satisfaction of the Indebtedness) that:

(1) Grantor, after due investigation, has no knowledge of (1) the presence of any "Hazardous Substances" (as defined below) on or about the Property or (b) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any "Other Property" (as defined below).

(2) In connection with the construction on or operation and use of the Property, Grantor has no knowledge after due investigation of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(3) Grantor has duly investigated the present and past uses of the Property and has made due inquiry of the appropriate governmental agencies and offices having jurisdiction there over and the laws regulating the environment, as to whether the Property is or has been the site of storage of or contamination by any Hazardous Substances. Upon Holder's request, Grantor will provide Holder with a summary of its investigations and copies of all inquiries and responses.

(4) Grantor has given no release or waiver of liability that would waive or impair any claim based on Hazardous Substances to a previous owner of the Property or to any party who may be potentially responsible for the presence of Hazardous Substance thereon nor has it made promises of indemnification regarding Hazardous Substances to any party.

(5) Grantor agrees to immediately notify Holder if Maker becomes aware of (a) any Hazardous Substances or other environmental problem or liability with respect to the Property or any Other Property or (b) any lien, action or notice resulting from violation of any laws, regulations, ordinances or orders described in Paragraph (2) above. At its own cost, maker will take all actions which are necessary or desirable to clean up any Hazardous Substances affecting the Property, including removal, containment or any other remedial action required by applicable governmental authorities.

(6) Grantor will indemnify and hold Holder harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorneys' fees and disbursements), which accrue to or are incurred by Holder on or after transfer of the Property, pursuant to foreclosure proceedings or in lieu thereof and on and after the Indebtedness is fully paid, and arise directly or indirectly from or out of, or in any way in connection with (a) the inaccuracy of the certifications contained herein, (b) any activities on the Property during Holder's ownership, possession or control of the Property which directly or indirectly result in the Property or any Other Property becoming contaminated with Hazardous Substances, (c) the discovery of Hazardous Substances on the Property or any Other Property, and (d) the clean-up after such a transfer of Hazardous Substances from the Property or any Other Property. Grantor acknowledges that it will be solely responsible for all costs and expenses relating to the clean-up of Hazardous Substances from the Property or from any Other Property.

(7) As used in this Article XI, "Hazardous Substances" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term by any federal state or local environmental and/or health statute, regulation, or ordinance presently in effect or that may be promulgated in the future as such statutes regulations and ordinances may be amended from time to time, including but not limited to the statutes listed below.

Federal Resources Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.

Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1990, 42 U.S.C. 9601 et seq.

Federal Clean Air Act, 42 U.S.C. Sections 7401-7626.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. 1257 et seq.

Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Paragraph 13 et seq.

Federal Toxic Substance Control Act, 15 U.S.C. 2601 et seq.

Federal Safe Drinking Water Act, 42 U.S.C. 300(f) et seq.

Federal Solid Waste Disposal Act (42 U.S.C. 6921 et seq).

Texas Water Code

Texas Clean Air Act, Texas Revised Civil Statutes Annotated Article 4477-5
(Vernon 1976 and Supp. 1989)

Texas Solid Waste Disposal Act, Texas Revised Civil Statues Annotated Article
4477-7 (Vernon 1976 and Supp. 1989)

Texas Low-Level Radioactive Waste Disposal Authority Act, Texas Revised Civil
Statutes 4590f-1 (Vernon 1976 and Supp. 1989)

As used in this Deed of Trust, "Other Property" means any property which becomes contaminated with hazardous Substances as a result of construction, operations or other activities on, or the contamination of, the Property.

27. The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a Vendor's Lien thereon retained in Deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

28. Grantor hereby grants Holder a right of first refusal with respect to Grantor's power to authorize any third party (other than Holder pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Holder) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Holder, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Holder's rights as set forth in this instrument.

EXECUTED this 27th day of June, 2019.

2351 PROPERTIES, LLC

BY: Robert J. Smith

TITLE: Manager

THE STATE OF Texas :
COUNTY OF Brazoria :

This instrument was acknowledged before me on the 27th day of June, 2019, by Robert A. Smithhart, Manager of 2351 PROPERTIES, LLC, in the capacity therein stated and as act and deed of said limited liability company.



Jeri Larson
NOTARY PUBLIC, State of Texas

SLT-PL-SALLEE-GF#PL1968320-OWNER FINANCE-mlm

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EXHIBIT "A"

A TRACT OF LAND CONTAINING 0.2893 ACRE OUT OF LOT 2, IN BLOCK 1, OF THE FINAL REPLAT OF MELODY PLAZA, SECTION 2, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 18, PAGE 1136, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING OUT OF A 0.675 ACRE TRACT OUT OF LOT 4, BLOCK 9, OF FRIENDSWOOD SUBDIVISION, OUT OF THE SARAH MCKISSICK LEAGUE OR J.R. WILLIAMS LEAGUE, ACCORDING TO THE MAP AS RECORDED IN VOLUME 254-A, PAGE 18, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND CONVEYED FROM DAVID O'FARRELL TO GREG SALLE, BY DEED DATED JANUARY 30, 1998, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 9804693, AND SAID 0.2893 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 5/8 INCH IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, OF THE FINAL REPLAT OF MELODY PLAZA, SECTION 2;

THENCE NORTH 45°00'00" EAST, ALONG THE SOUTHEAST LINE OF THE SAID LOT 1, A DISTANCE OF 105.00 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND AT THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45°00'00" WEST, ALONG SOUTHWEST LINE OF SAID LOT 2, A DISTANCE OF 120.00 FEET TO AN "X" SET IN CONCRETE AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45°00'00" EAST, A DISTANCE OF 105.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT FROM WHICH A 1/2 INCH IRON ROD WAS FOUND BEARING SOUTH 68°18' WEST AND 0.34 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

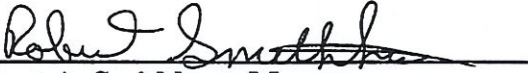
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.2893 ACRES (OR 12,600 SQUARE FEET) MORE OR LESS.

RE: GF# PL1968320

HOLD HARMLESS AGREEMENT

The Buyers in this transaction, shall hold harmless South Land Title, LLC, its agents, assigns, and underwriters from any and all claims arising from any loss from buyer not obtaining any insurance policy such as but not limited to homeowners fire, windstorm or flood policies as applicable for the subject property being closed under South Land Title, LLC GF# PL1968320.

2351 Properties, LLC, a Texas limited liability company

By: 
Robert A. Smithhart, Manager

WAIVER OF BOUNDARY COVERAGE

The Texas Title Information section in the Commitment for Title Insurance contains additional information as to matters described in the Commitment and as to optional coverage for risks shown in Schedule B of the Commitment, including amendment of the "area and boundary" exception (Survey Coverage) and Minerals and Mineral Rights relating to the T-19.1, T-19.2 and T-19.3 endorsements. Our approach to title insurance is to offer to you the best available coverage. Following this approach, we will include the Survey Coverage and T -19.1 endorsement with your Owner's Policy of Title Insurance unless our underwriting requirements are not met for these coverages, or you give us written indication that you wish to decline them. This is acknowledged and accepted as an addendum to the contract by and between the parties.

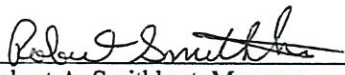
BUYER DECLINES TO OBTAIN T-19.1 ENDORSEMENTS ON THE OTP

BUYER ACCEPTS SURVEY COVERAGE

EXECUTED this the 27th day of June, 2019.

BUYER/BORROWER'S SIGNATURE(S):

2351 Properties, LLC, a Texas limited liability company

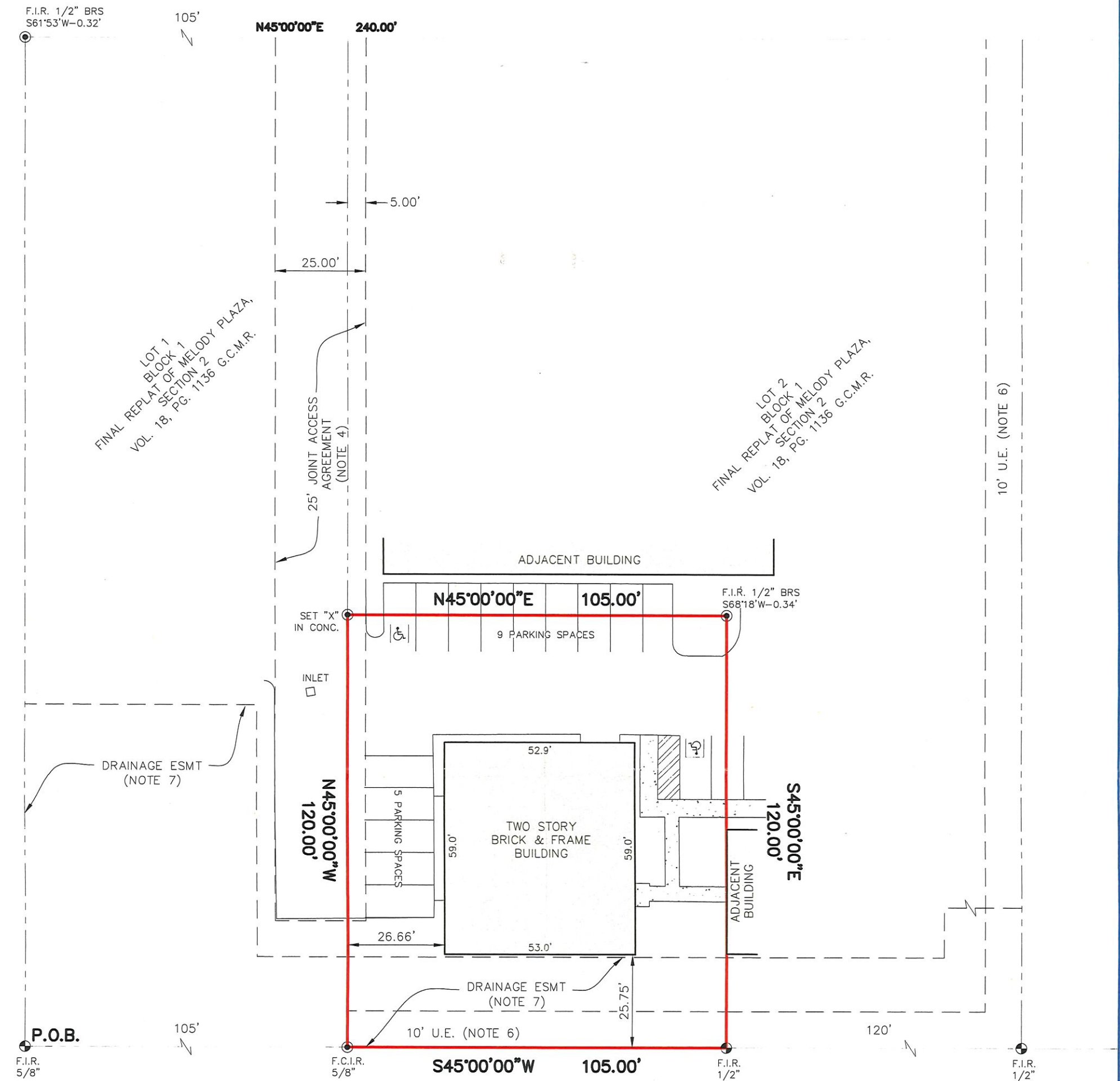
By: 
Robert A. Smithhart, Manager

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED BEFORE ME, by Robert Smithhart,
Manager of 2351 Properties, LLC, in the capacity stated herein, on **June 27, 2019**.



VICINITY MAP
SCALE: 1" = 1/4 MILE

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NOTES:

- BEARINGS, EASEMENTS & BUILDING LINES SHOWN ARE BY RECORDED PLAT UNLESS NOTED OTHERWISE
- LOT SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED IN ITEM NO. 1, SCHEDULE "B" OF TITLE COMMITMENT ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, GF NO. PL1968320
- RIGHT-OF-WAY IN FAVOR OF GALVESTON COUNTY WATER CONTROL & IMPROVEMENTS DISTRICT #15, TOGETHER WITH THE TERMS, CONDITIONS, AND STIPULATION THEREOF, AS SET FORTH BY INSTRUMENT DATED OCTOBER 10, 1957, RECORDED IN VOLUME 1243, PAGE 621, OF THE G.C.D.R. (DOES NOT APPEAR TO AFFECT SUBJECT TRACT)
- A 25' JOINT ACCESS AGREEMENT, TOGETHER WITH THE TERMS, CONDITIONS, AND STIPULATION THEREOF, AS SET FORTH AND DEFINED BY INSTRUMENT DATED NOVEMBER 18, 1997, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 9807138 (FILM CODE NO. 012-35-1479) AND FURTHER DEPICTED ON THE FINAL REPLAT OF MELODY PLAZA, SECTION 2 RECORDED IN VOLUME 18, PAGE 1136, OF THE G.C.M.R.
- 10' WIDE ELECTRIC UTILITY EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY PER G.C.C.F. # 9853721 (FILM CODE NO. 013-06-0872). (DOES NOT APPEAR TO AFFECT SUBJECT TRACT)
- A 10' UTILITY EASEMENT LOCATED ON THE NORTHEASTERLY AND SOUTHEASTERLY PROPERTY LINES PER G.C.C.F. NO. 9856897 (FILM CODE NO. 013-11-0149) AND FURTHER DEPICTED ON FINAL REPLAT OF MELODY PLAZA, SECTION 2, RECORDED IN VOL. 18, PG. 1136 G.C.M.R.
- A 25' DRAINAGE EASEMENT LOCATED ON THE SOUTHEASTERLY PROPERTY LINE AS SHOWN ON MELODY PLAZA, SECTION 2, RECORDED IN VOL. 18, PG. 738, AND ON FINAL REPLAT OF MELODY PLAZA, SECTION TWO, RECORDED IN VOL. 18, PG. 1136, BOTH OF THE G.C.M.R.
- A METES AND BOUNDS DESCRIPTION OF THE SUBJECT PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY.
- THE METES AND BOUNDS DESCRIPTION OF THE SUBJECT PROPERTY HEREON DESCRIBES THE SAME TRACT AS THE METES AND BOUNDS DESCRIPTION OF THE SUBJECT PROPERTY IN THE TITLE COMMITMENT.

LEGEND:

A.E.=AERIAL EASEMENT
B.L.=BUILDING LINE
C.I.R.=CAPPED IRON ROD
ESMT=EASEMENT
G.C.C.F.=GALVESTON COUNTY CLERK'S FILE
G.C.D.R.=GALVESTON COUNTY DEED RECORDS
G.C.M.R.=GALVESTON COUNTY MAP RECORDS
HL&P=HOUSTON LIGHTING & POWER COMPANY
I.P.=IRON PIPE
I.R.=IRON ROD
PP=POWER POLE
P.T.P.=PINCHED TOP PIPE
U.E.=UTILITY EASEMENT
R.O.W.=RIGHT-OF-WAY

PROPERTY LINE
CONCRETE PAVEMENT
COVERED AREA

BOUNDARY SURVEY

A TRACT OF LAND CONTAINING 0.2893 AC. OUT OF LOT 2, BLOCK 1, FINAL REPLAT OF MELODY PLAZA, SECTION 2, MAP OR PLAT RECORDED IN VOL. 18, PG. 1136 OF GALVESTON COUNTY MAP RECORDS 209 E. EDGEWOOD DRIVE, FRIENDSWOOD, GALVESTON COUNTY, TX 77546

JOB NO.:	19-06-033	DRAWN BY:	D.V.
DATE:	6/20/19	FOR:	SOUTH LAND TITLE, LLC
REVISED:	GF#:	FL1968320	
SURVEYED BY:	D.V.	PURCHASER	2351 PROPERTIES, LLC

THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17 UNITED STATES CODE 101 AND 102. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE RECEIPTS NAMED HEREIN, AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTIONS, WHICH SHALL TAKE PLACE THIRTY (30) DAYS FROM THE DATE ADJACENT TO THE SIGNATURE LINE HEREON

THIS PLAT IS AN ACCURATE REPRESENTATION OF THAT SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. THERE ARE NO APPARENT ENCROACHMENT OR CONFLICTS ACROSS PROPERTY LINES AT THE TIME OF THIS SURVEY, EXCEPT AS SHOWN HEREON.

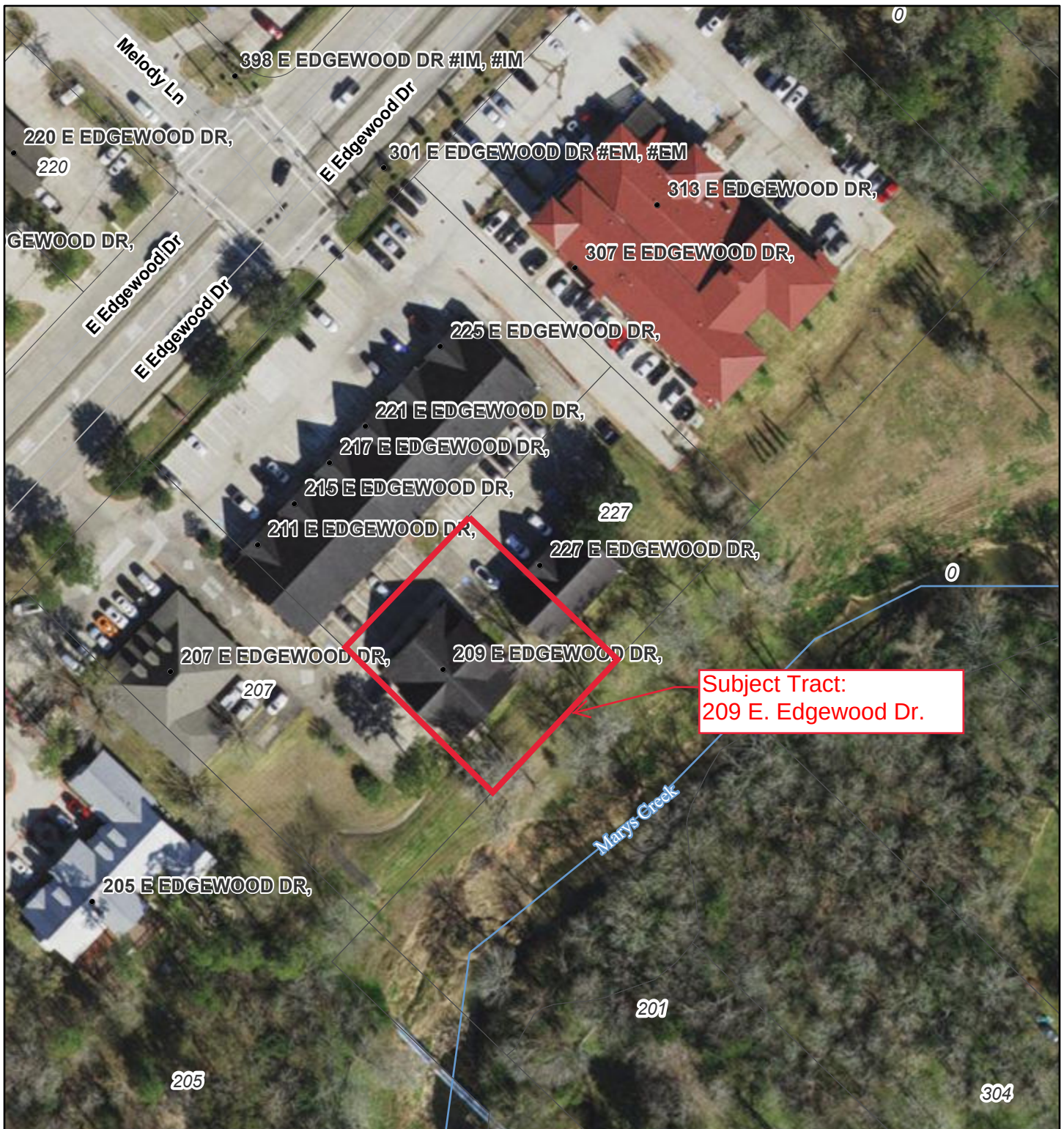
Billy L. Shanks
BILLY L. SHANKS
REGISTRATION NO. 1821



BILLY L. SHANKS

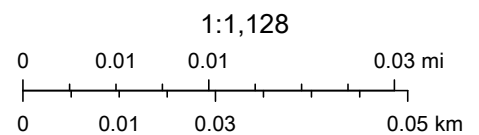
4902 CAROLINE STREET SEABROOK, TX 77586
PH: 281.808.4789
FIRM NO: 10193000

Friendswood, Texas



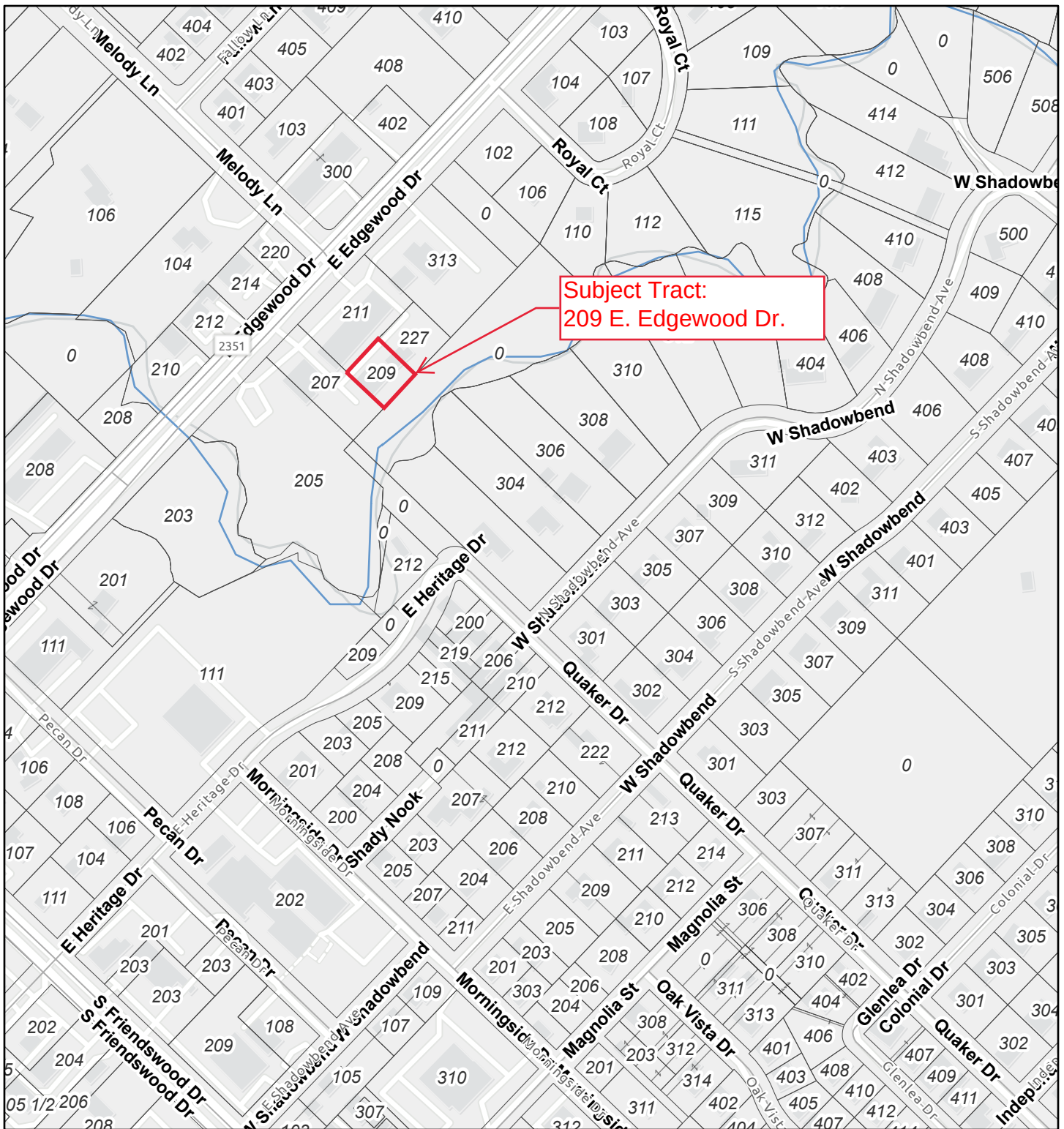
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-  City Limits
-  Parcels
-  Address Points
-  All Linear Water Features
-  Streets



Houston- Galvesotn Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,

Friendswood, Texas



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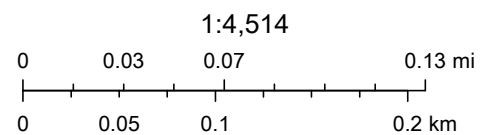
 City Limits

 Streets

 Galveston_County-_Lot_Lines

 Parcels

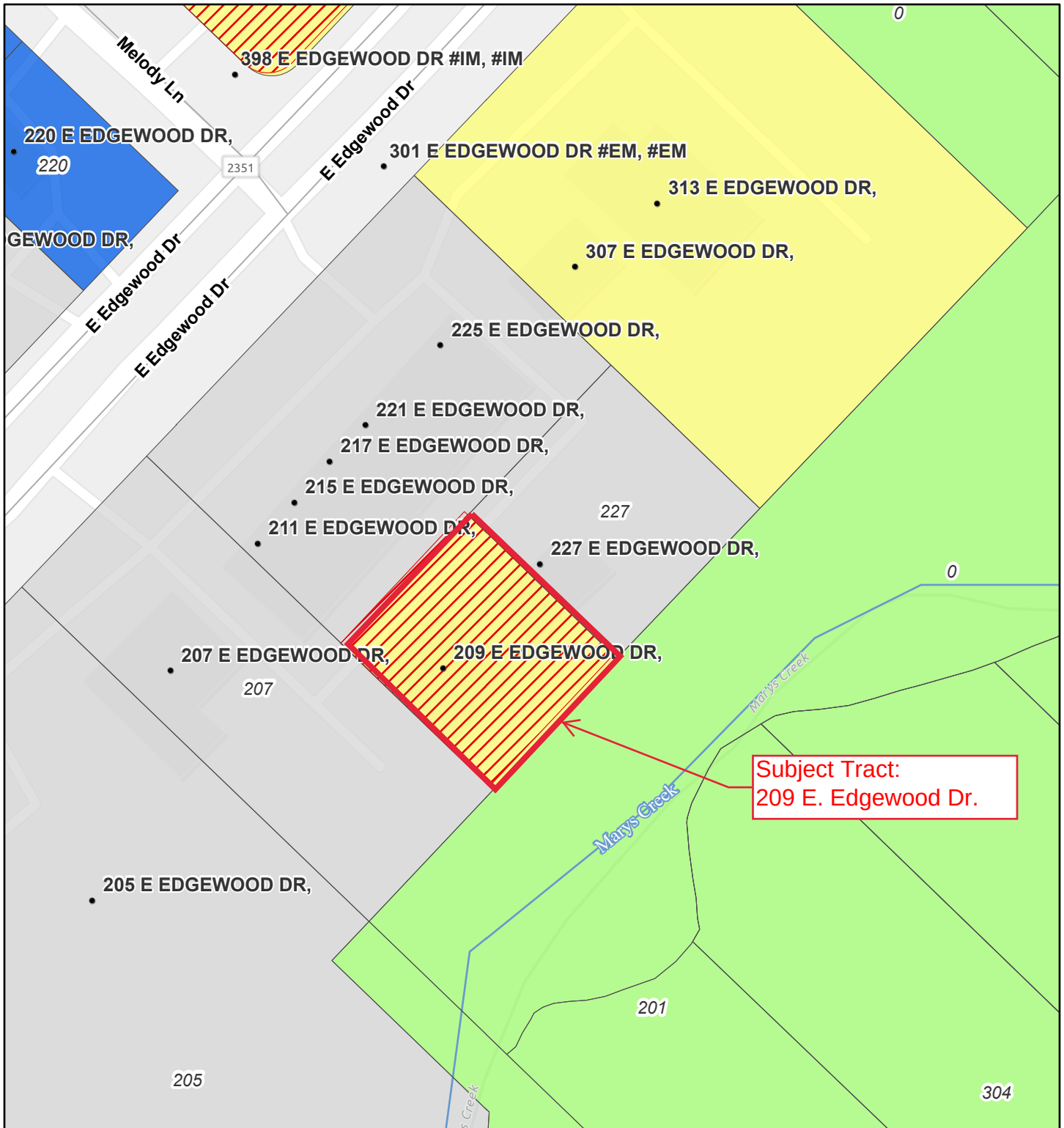
 All Linear Water Features



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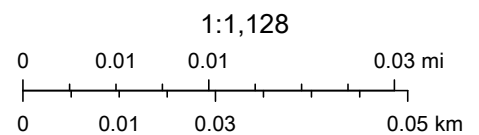
City of Friendswood Staff

Friendswood, Texas



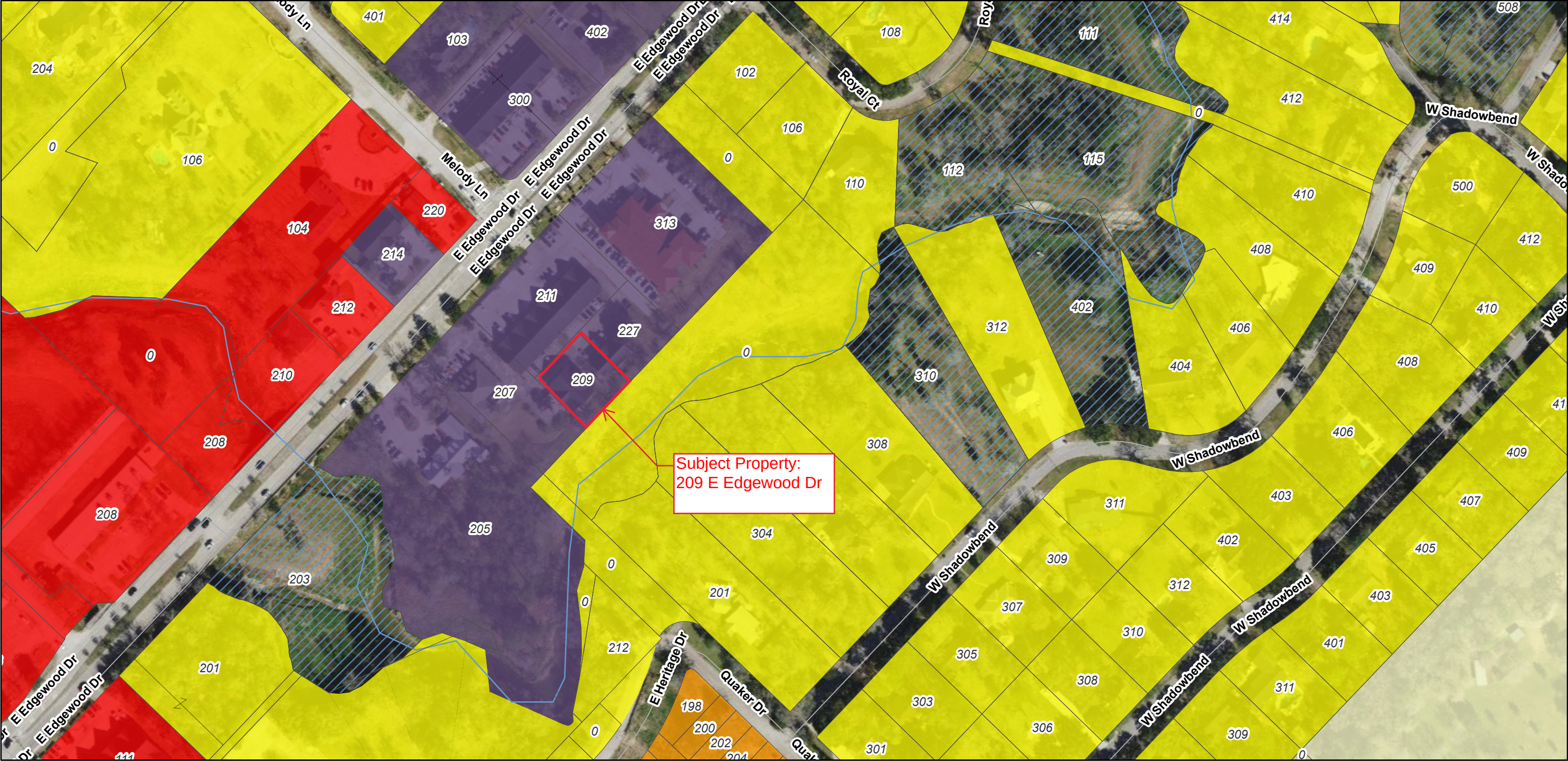
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- | | |
|--|--|
| City Limits | Zoning of Parcels |
| • Address Points | CSC |
| — Streets | OPD |
| Parcels | PUD |
| — All Linear Water Features | SFR |
| Specific Use Permits | |



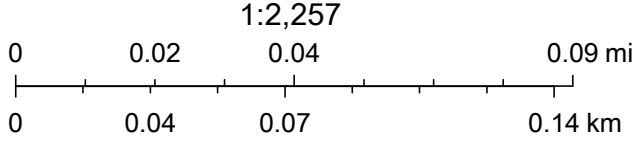
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Friendswood, Texas



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|-----------------------------|------------------------------|--------------------------|
| City Limits | All Linear Water Features | High Density Residential |
| Streets | Future Land Use Adopted 2021 | Office, Business Park |
| Galveston_County-_Lot_Lines | SFR- Estate | Retail |
| Parcels | Low Density | Buyout Lots |



Houston- Galvesotn Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/

City of Friendswood Staff

Rezoning Report

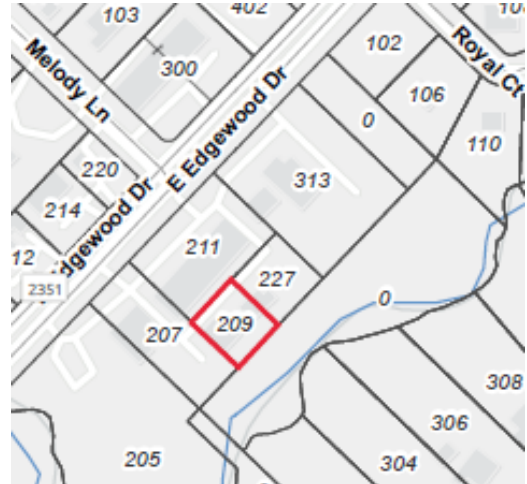
July 2023

Project: Zone Change Request

Address: 209 E Edgewood Drive

Legal: .2893 acres out of Lot 2, in block 1, of Final Replat of MELODY PLAZA, SECTION TWO (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas

Request: Zone change request to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop



Applicable Zoning Ordinance Excerpts:

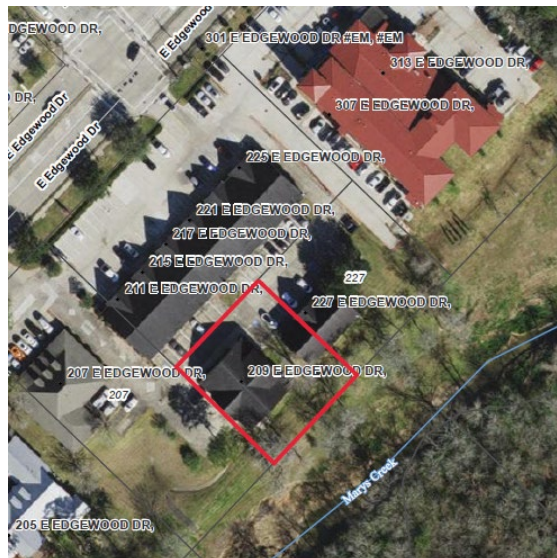
Appendix C - Zoning Ordinance

Section 7. Schedule of District Regulations

H. **OPD, Office Park District, general purpose and description.** The OPD, Office Park District, is intended to encourage and permit general professional and business office development in a fashion consistent with surrounding development. This district is ideally suited as a buffer between commercial and residential areas. As such, it shall be considered for entrances and land adjacent to residential developments. The ultimate development is to provide land use intensity and landscaping consistent with surrounding areas. Development of an office park district requires approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Area and height regulations in an OPD are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the Planning and Zoning Commission within the OPD under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an OPD are set forth in subsection P of this section, permitted use table.
5. Show window or display window effects shall not be permitted and there shall be no display from windows or doors and no storage of merchandise in the building or on the premises except in quantities customarily found in professional or business offices.

6. Retail operations that are primarily for selling to office park occupants are permitted. Examples of these retail operations would be restaurants, coffee shops, office supply, barbershops, gift shops, health spas, specialty stores.
7. One caretaker's quarters unit may be provided for each office park complex.
8. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.
9. Buildings in the OPD are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.



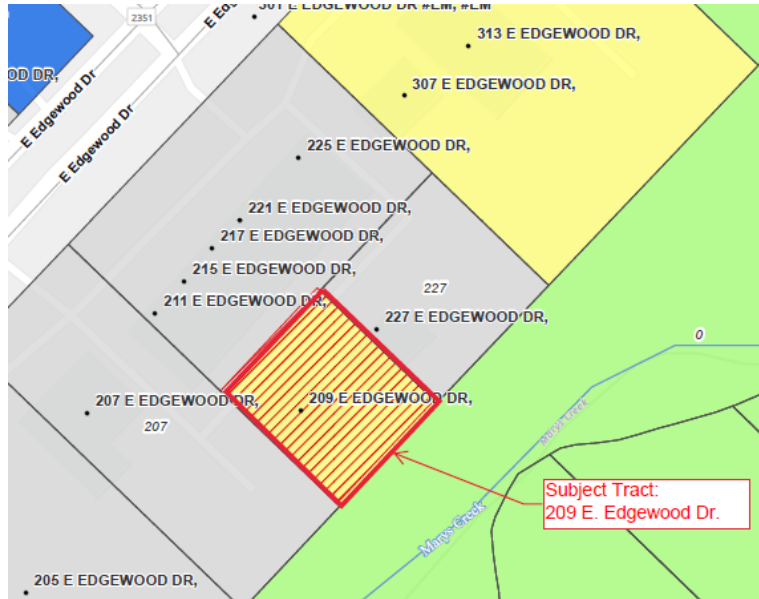
City of Friendswood GIS Aerial Map

Zoning History:

The zoning of the subject property was changed from Office Park District (OPD) to Planned Unit Development (PUD) in 1997 (Ord. 97-22). The Specific Use Permit to allow a print shop was added in 1998 (Ordinance 98-5).

Adjacent Zoning/Land Use:

The property is surrounded by tracts zoned Office Park District (OPD). It backs up to Mary's Creek, which is a tract owned by Galveston County Consolidated Drainage District (GCCDD) and is zoned Single Family Residential (SFR).



City of Friendswood Zoning Map

Platting Analysis:

This lot was sold off by metes and bounds in 2019, which was long after the property was platted in 2000. It meets the minimum lot size for the Office Park District (OPD) which is 100 feet by 100 feet.

Planning Analysis:

This property was sold off by metes and bounds out of Lot 2, Block 1, of the Final Replat of Melody Plaza Section Two. A replat would be required for any exterior/site plan related changes to the property.

Comprehensive Planning Analysis:

The Future Land Use Map (2021) identifies this property developing as Office, which includes the Office Park District (OPD) zoning category.

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:

A storm sewer system is existing on the property.

Utilities:

City water and sewer services are existing.

Access:

The property currently has access to W. Edgewood Dr/FM 2351 via a dedicated access easement.

Park/Open Space:

Park Dedication Fees are not applicable for commercial development.

ORDINANCE NO. 97-22

AN ORDINANCE ACCEPTING THE PLANNING AND ZONING COMMISSION RECOMMENDATION AND APPROVING THE ZONING CHANGE REQUEST FOR PROPERTY LOCATED IN THE 200 BLOCK OF EAST EDGEWOOD, 0.2893 ACRES OUT OF LOT 4, BLOCK 9, FRIENDSWOOD SUBDIVISION, GALVESTON COUNTY, TEXAS, FROM OFFICE PARK DISTRICT (OPD), TO PLANNED UNIT DISTRICT (PUD), AMENDING THE ZONING DISTRICT MAP OF THE CITY AS ADOPTED BY ORDINANCE NO. 84-15; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, record owner, CERVELLE CUSTOM HOMES, L.T.P., has requested rezoning for property located in the 200 Block of East Edgewood, out of Lot 4, Block 9, Friendswood Subdivision, Galveston County, Texas, situated within the corporate limits of the City of Friendswood, Texas, said tract being more particularly in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said tract of land now presently has a zoning classification of Office Park District (OPD) pursuant to Ordinance No 84-15, Passed and approved the 19th day of November 1984, same being the City of Friendswood Zoning Ordinance; and

WHEREAS, Record Owner/Agent for said property, has made application to the City of Friendswood to change the zoning classification of said tract of land to PLANNED UNIT DISTRICT (PUD) as authorized by the City's Zoning Ordinance; and

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

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

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of that certain 0.2893 ACRES OF PROPERTY, LOCATED IN THE 200 EAST EDGEWOOD, also known as PART OF LOT 4, BLOCK 9, FRIENDSWOOD SUBDIVISION, Galveston County, Texas as shown on Exhibit "A" attached hereto is hereby changed to PLANNED UNIT DISTRICT (PUD).

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

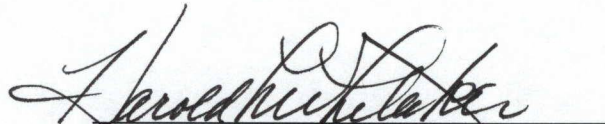
Section 4. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of 0.2893 ACRES OF PROPERTY LOCATED IN THE 200 BLOCK OF EAST EDGEWOOD, also know as part of Lot 4, BLOCK 9,, FRIENDSWOOD SUBDIVISION, Galveston County, Texas as described in Exhibit "A" as provided in Section 2.

Section 5. Any person who shall violate any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 6. In the event any clause, phrase, provision, sentence, or part of the Ordinance or the application of the same to any person or circumstance shall for any reason be adjudge 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 council of the City of Friendswood, Texas, declares that it would have passed each and every part thus declared to be invalid or unconstitutional, whether there be one or more parts.

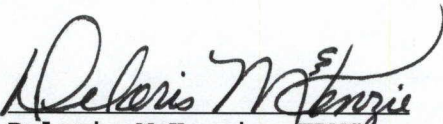
PASSED AND APPROVED on first reading this 1st day of December, 1997.

PASSED, APPROVED, AND ADOPTED on second and final reading this 15th day of December, 1997.



Mayor Harold L. Whitaker
City of Friendswood

ATTEST:



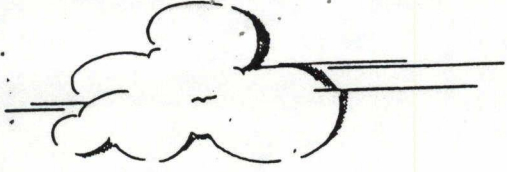
Deloris McKenzie, TRMC
City Secretary

APPROVED TO FORM:

J.O.

John Olson
City Attorney

ORD.MFD/LST03



ADAMS SURVEYING CO.
STEVE D. ADAMS
Registered Professional Land Surveyor
PHONE: (713) 331-3523

215 W. Sealy St.
MAIL: P.O. BOX 114
ALVIN, TEXAS 77512-0114

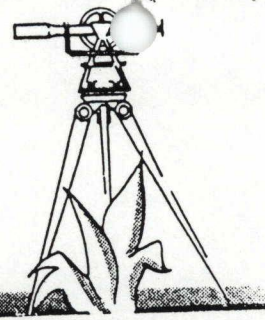


EXHIBIT "A"

FIELD NOTES
PROPOSED RE-ZONING TRACT

3.82 ACRES OF LAND BEING A PART OF LOT 16 OF THE VOSS
SUBDIVISION OF THE SARAH McKISSICK LEAGUE, ABSTRACT 151,
GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 254-A, PAGE 9, GALVESTON COUNTY MAP RECORDS, AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod found at the South corner of
the herein described tract and the East corner of a 6.189
acre tract surveyed by Billy L. Shanks on June 30, 1997, said
point being in the Northwest line of Friendswood Forest
Subdivision as recorded in Volume 254-A, Page 79, Galveston
County Map Records, said point being located North 44 deg. 56
min. 33 sec. East - 459.73 feet from a 5/8 inch iron rod
found at the South corner of Lot "H" Parkway Subdivision as
recorded in Volume 18, Page 69, Map Records and the East
corner of Parkwood Village as recorded in Volume 18, Page
498, Map Records;

THENCE North 45 deg. 03 min. 53 sec. West, along the
Northeast line of said 6.189 acre tract, a distance of 586.32
feet to a 1/2 inch iron rod found in the Southeast line of F.
M. 528 (Parkwood);

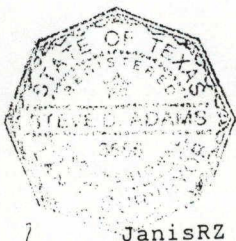
THENCE North 44 deg. 56 min. 07 sec. East, along the
Southeast line of F. M. 528, a distance 54.62 feet to a 5/8
inch iron rod found for angle point;

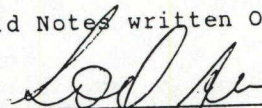
THENCE North 44 deg. 54 min. 21 sec. East, along the
Southeast line of F. M. 528, a distance of 229.45 feet to a
1/2 inch iron rod set for the North corner of the herein
described tract at the West corner of the Lowe Family 1988
Trust 4.309 acre tract;

THENCE South 45 deg. 04 min. 02 sec. East, along the
Southwest line of said 4.309 acre tract, a distance of 586.48
feet to a 1/2 inch iron rod set for corner in the Northwest
line of Friendswood Forest Subdivision;

THENCE South 44 deg. 56 min. 33 sec. West, along the
Northwest line of Friendswood Forest, a distance of 284.07
feet to the PLACE OF BEGINNING and containing 3.82 acres of
land.

Field Notes written October 29, 1997.




STEVE D. ADAMS
Registered Professional Land Surveyor No. 3666



ORDINANCE NO. 98-5

AN ORDINANCE APPROVING THE PLANNING AND ZONING COMMISSION RECOMMENDATION REGARDING THE REQUEST FOR SPECIFIC USE PERMIT FOR 0.2893 ACRES OF PROPERTY LOCATED IN THE 200 BLOCK OF EAST EDGEWOOD LOT 2, BLOCK 1, (SOUTHEAST PORTION), MELODY PLAZA SECTION TWO SUBDIVISION, GALVESTON COUNTY, TEXAS, PLANNED UNIT DISTRICT (PUD), FOR A SPECIFIC USE PERMIT-PRINT SHOP (SUP-PRINT SHOP), AMENDING THE ZONING DISTRICT MAP OF THE CITY AS ADOPTED BY ORDINANCE NO. 84-15; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, record owner, Cervelle Custom Homes, LTP, has requested a SPECIFIC USE PERMIT for property located in the 200 Block of East Edgewood, 0.2893 acres, Lot 2, Block 1, (Southeast portion), Melody Plaza Section Two Subdivision, Galveston County, Texas, situated within the corporate limits of the City of Friendswood, Texas; and

WHEREAS, said tract of land known presently has a zoning classification of PLANNED UNIT DISTRICT (PUD) pursuant to Ordinance No. 84-15, passed and approved the 19th day of November 1984, same being the City of Friendswood Zoning Ordinance; and

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

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

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

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of that certain property located in the 200 Block of East Edgewood, 0.2893 acres, Lot 2, Block 1, (Southeast Portion) Melody Plaza Section Two Subdivision, Galveston County, Texas, is hereby changed to SPECIFIC USE PERMIT-PRINT SHOP (SUP-PRINT SHOP).

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

Section 4. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification on property located in the 200 BLOCK OF EAST EDGEWOOD, 0.2893 ACRES, ALSO KNOWN AS LOT 2, BLOCK 1, (SOUTHEAST PORTION) MELODY PLAZA SECTION TWO SUBDIVISION, Galveston County, Texas as described by the metes and bounds in attached Exhibit "A".

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

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

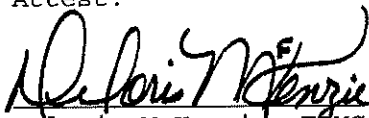
Section 7. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this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

PASSED AND APPROVED ON FIRST READING THIS 2nd DAY OF March, 1998.

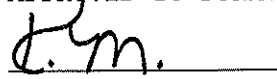
PASSED, APPROVED, AND ADOPTED ON SECOND AND FINAL READING THIS 16th DAY OF March, 1998.


Mayor Harold L. Whitaker
City of Friendswood

Attest:


Deloris McKenzie, TRMC
City Secretary

APPROVED TO FORM:


City Attorney

MOTION: TOM MARLISON
2ND: KITTEN HAJECATE
APPROVED: UNANIMOUSLY

EXHIBIT "A"

FIELD NOTES
FOR A
0.2893 ACRE TRACT
SARAH MCKISSICK LEAGUE
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

A PARCEL OF LAND CONTAINING 0.2893 ACRES (12,600 SQUARE FEET) MORE OR LESS OUT OF LOT 4, IN BLOCK 9, FRIENDSWOOD SUBDIVISION AS RECORDED IN VOLUME 254A, PAGE 18, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT AS DESCRIBED IN A DEED FROM LESTER V. BOWLES, ET UX, TO LOUISE STUART AS RECORDED IN VOLUME 2869, PAGE 872, DEED RECORDS OF GALVESTON COUNTY, TEXAS, SAID 0.2893 ACRE TRACT BEING SITUATED IN THE SARAH MCKISSICK LEAGUE, GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID LOT 4, SAME BEING THE INTERSECTION OF THE CENTERLINE OF AN ABANDONED 60 FOOT RIGHT-OF-WAY, AS RECORDED IN BOOK 1203, PAGE 177, DEED RECORDS, GALVESTON COUNTY, TEXAS, WITH THE OLD CENTERLINE OF F.M. 2351;

THENCE, S 45° 00' 00" E, WITH THE SOUTH LINE OF SAID LOT 4, SAME BEING THE SAID CENTER LINE OF AN ABANDONED 60 FOOT RIGHT-OF-WAY, A DISTANCE OF 50.00 FEET, TO A POINT IN THE SOUTH LINE OF SAID F.M. 2351;

THENCE, N 45° 00' 00" E, WITH THE SAID SOUTH LINE OF F.M. 2351, AT A DISTANCE OF 30.00 FEET PASS A FOUND 1/2 INCH IRON ROD IN THE EAST LINE OF THE SAID ABANDONED 60 FOOT RIGHT-OF-WAY, SAME BEING THE MOST WEST CORNER OF THAT TRACT OF LAND CONVEYED FROM LESTER V. BOWLES, ET UX, TO WILLIAM A. STUART, AS RECORDED IN VOLUME 2869, PAGE 876, DEED RECORDS, GALVESTON COUNTY, TEXAS, AND AT A DISTANCE OF 135.00 FEET, PASS A POINT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS, N 19° 36' 19" W, 0.41 FEET, SAID POINT BEING THE MOST NORTH CORNER OF THE SAID WILLIAM A. STUART TRACT, SAME BEING THE MOST WEST CORNER OF THE SAID LOUISE STUART TRACT, AND A TOTAL DISTANCE IN ALL OF 240.00 FEET TO A FOUND 5/8 INCH IRON ROD FOR THE MOST WEST CORNER OF A TRACT OF LAND CONVEYED BY AUGUST A. SCHATZ, ET UX, TO ANGELO CAVELLO, AS RECORDED IN VOLUME 2699, PAGE 812, DEED RECORDS, GALVESTON COUNTY, TEXAS, SAME BEING THE MOST NORTH CORNER OF THE SAID LOUISE STUART TRACT;

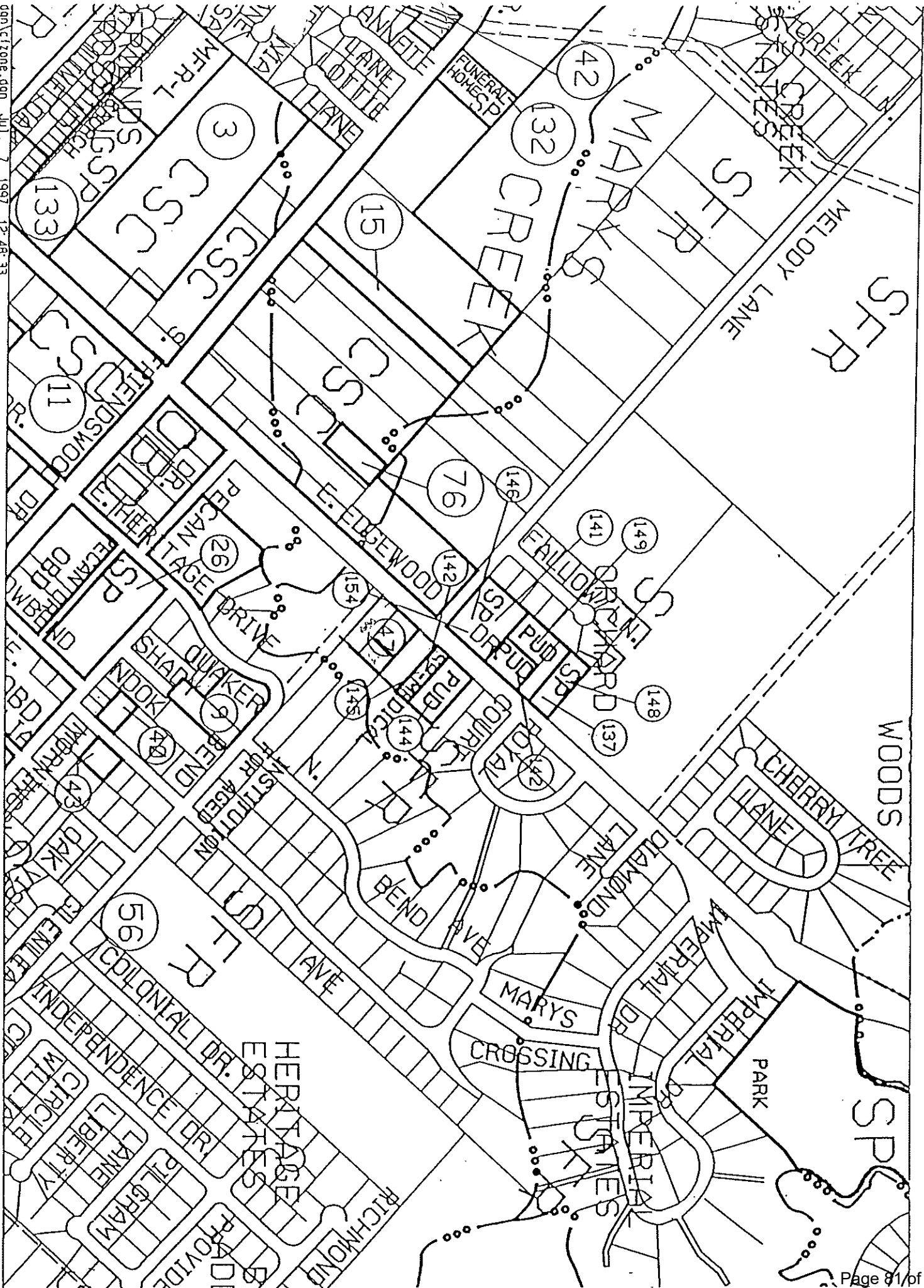
THENCE, S 45° 00' 00" E, WITH THE WEST LINE OF THE SAID CAVELLO TRACT, SAME BEING THE EAST LINE OF THE SAID LOUISE STUART TRACT, A DISTANCE OF 160.00 FEET TO A SET 5/8 INCH IRON ROD FOR THE POINT OF BEGINNING;

THENCE, S 45° 00' 00" E, CONTINUING WITH THE SAID WEST LINE OF THE SAID CAVELLO TRACT, SAME BEING THE SAID EAST LINE OF THE LOUISE STUART TRACT, A DISTANCE OF 120.00 FEET TO A FOUND 5/8 INCH IRON ROD IN THE NORTH LINE OF THAT TRACT OF LAND CONVEYED FROM GEORGE W. LIVINGSTON, ET AL, TO THE CLEAR CREEK DRAINAGE DISTRICT, AS RECORDED IN FILE NO. 9337694, IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS, FOR THE MOST SOUTH CORNER OF THE SAID CAVELLO TRACT, SAME BEING THE MOST EAST CORNER OF THE SAID LOUISE STUART TRACT;

THENCE, S 45° 00' 00" W, WITH THE SAID NORTH LINE OF THE CLEAR CREEK DRAINAGE DISTRICT TRACT, A DISTANCE OF 105.00 FEET TO A SET 5/8 INCH IRON ROD, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS S 80° 44' 01" E, 0.63 FEET, SAID SET IRON ROD BEING THE MOST EAST CORNER OF THE SAID WILLIAM A. STUART TRACT, SAME BEING THE MOST SOUTH CORNER OF THE SAID LOUISE STUART TRACT;

THENCE, N 45° 00' 00" W, WITH THE EAST LINE OF THE SAID WILLIAM A. STUART TRACT, SAME BEING THE WEST LINE OF THE SAID LOUISE STUART TRACT, A DISTANCE OF 120.00 FEET TO A SET 5/8 INCH IRON ROD;

THENCE, N 45° 00' 00" E, CROSSING THE SAID LOUISE STUART TRACT, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.2893 ACRES (12,600 SQUARE FEET) OF LAND MORE OR LESS.





Planning & Zoning Commission

Final Report

To: Mayor and City Council

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

Date: August 14, 2023

Re: 209 E Edgewood Drive
Zone classification to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop

BACKGROUND

The subject property is .2893 acres and is surrounded by tracts zoned Office Park District (OPD). It backs up to Mary's Creek, which is a tract owned by Galveston County Consolidated Drainage District (GCCDD) and is zoned Single Family Residential (SFR).

The zoning of the subject property was changed from Office Park District (OPD) to Planned Unit Development (PUD) in 1997 (Ord. 97-22). The Specific Use Permit to allow a print shop was added in 1998 (Ordinance 98-5).

Up until December 2011, PUD uses were defined in the Permitted Use Table and every use required a SUP. In December 2011, significant changes were made to the PUD portion of the Zoning Ordinance including removal of the columns from the Permitted Use Table for PUD and PUD Mixed-Use. The result is an unintended consequence for this property. If left as is, the only use allowed on the property is a print shop. Changing the underlying zoning back to Office Park District will allow some additional compatible uses.

One resident expressed opposition to the zone change request, citing concerns with the amount of parking on the site.

COMPLIANCE WITH FUTURE LAND USE MAP/COMPREHENSIVE PLAN

The Future Land Use Map (2021) identifies this property as “Office” which includes the Office Park District (OPD) zoning category.

RECOMMENDATION

At the Planning and Zoning Commission meeting held August 10, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 4-1 (Commissioner Rives opposed and Commissioners Mann and Koerner were absent) on a motion to recommend approval of the requested zone change.

The Commission is forwarding a positive recommendation.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 07/17/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving an ordinance regarding a proposed zone change located at 209 E. Edgewood Drive, 0.2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The owners of the building located at 209 E. Edgewood Drive are requesting to change the underlying zoning of their parcel from Planned Unit Development (PUD) to Office Park District (OPD). This lot was sold off by metes and bounds in 2019, which was long after the property was platted in 2000. The tract meets the minimum lot size for the Office Park District (OPD) which is 100 feet by 100 feet. Access to the lot is provided by a dedicated access easement. Ordinance number 97-22 changed the zoning from OPD to PUD, but no uses were defined as part of the PUD (see attached ordinance). The Specific Use Permit (SUP) to allow a print shop was added in 1998 (Ordinance 98-5) and is the only use that would currently be allowed to occupy the building. Changing the underlying zoning back to OPD will allow uses in that category in addition to the print shop since the SUP will remain as an overlay.

SEE ATTACHMENTS ON PUBLIC HEARING ITEM.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving the zone change request will allow additional uses within the existing building.

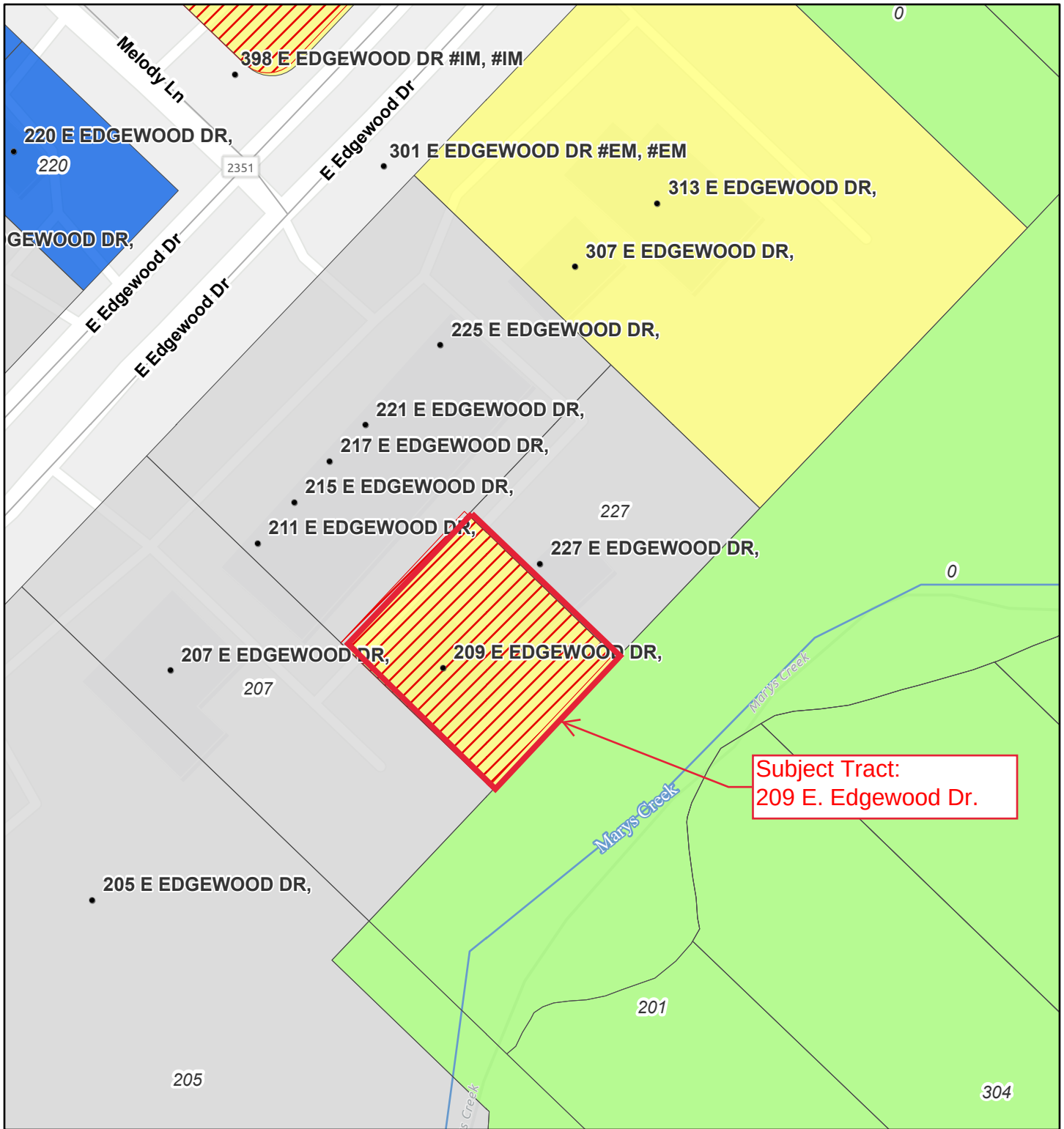
RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 10, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 4-1 (Commissioner Rives opposed and Commissioners Mann and Koerner were absent) on a motion to recommend approval of the requested zone change. See attached final report for additional details.

ATTACHMENTS

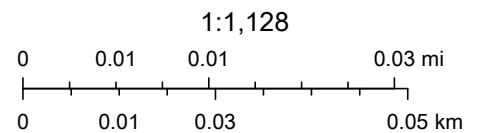
1. Exhibit A - Map of 209 E Edgewood Dr
2. Ordinance - Zoning Map Amendment for 209 E Edgewood from PUD to OPD

Exhibit "A" Friendswood, Texas



7/5/2023, 12:34:40 PM

- | | | | |
|--|---------------------------|--|-----|
| | City Limits | | CSC |
| | Address Points | | OPD |
| | Streets | | PUD |
| | Parcels | | SFR |
| | All Linear Water Features | | |
| | Specific Use Permits | | |



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

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 THE PROPERTY LOCATED AT 209 E. EDGEWOOD DRIVE, 0.2983 ACRE OUT OF LOT 2, IN BLOCK 1, OF FINAL REPLAT OF MELODY PLAZA, SECTION TWO (2), A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 18, PAGE 1136, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, TO CHANGE THE UNDERLYING ZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO OFFICE PARK DISTRICT (OPD), AND KEEPING THE SPECIFIC USE PERMIT (SUP; ORD. 98-5) THAT ALLOWS THE USE OF THE PROPERTY AS A PRINT SHOP; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, 2351 Properties, L.L.C. (the "Owner") is the owner of the tract located at 209 E. Edgewood Drive, 0.2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner, through its agent, made application to the City to change the underlying zoning classification of the Property from Planned Unit Development (PUD) to Office Park District (OPD), while keeping the Specific Use Permit (SUP; Ord. 98-5), which allows the use of the Property as a print shop; and

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

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

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

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

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

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

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The Official Zoning Map of the City of Friendswood is hereby amended to change the underlying zoning classification of the Property from Planned Unit Development (PUD) to Office Park District (OPD), while keeping the Specific Use Permit (SUP; Ord. 98-5), which allows the use of the Property as a print shop. The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

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

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

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

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

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

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

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of September, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/14/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize City Secretary's Office, Linda Newsted, for earning a scholarship by the 2023 Texas Municipal Clerks Association (TMCA) Scholarship Committee.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The purpose of the scholarship is to advance the education, professional development, and job performance of Texas Municipal Clerks by providing financial assistance to the members who are enrolled in the Texas Municipal Clerks Certification or Recertification Program. More information on the scholarship can be found at the following link: <https://tmca.memberclicks.net/tmca-major-scholarships>. As you are aware, Linda comes from an Engineering and Project Coordinator background in municipal government, so the City Secretary's Office is something new that she has fully embraced. Linda has worked through the four courses required for certification in a year and passed all her tests – she is only working through the required number of conferences that she will complete in 2024. This is the fastest I have ever seen anyone push through and complete this certification.

Linda will be recognized at the October 26th TMCA Annual Baquet where she will represent Friendswood and receive her scholarship. This is Linda's third scholarship in the last 6 months, for a total of \$1,100, which will greatly support our small budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 09/01/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive an update regarding the City of Friendswood being named the Cleanest Neighborhood in the Country.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Daily Mail, a UK publication has published a story highlighting the dirtiest and cleanest neighborhood and cities in the United States.

A study conducted by [HouseFresh](#), an indoor air quality company, that analyzed 12.3 million sanitation-related complaints. Based on this study, Friendswood in Houston, Texas, has been deemed the cleanest neighborhood in the country, with a mere 19 complaints.

A thank you to our staff and residents that make our community a great place to live.

Baltimore, [Maryland](#), and Sacramento, [California](#), have the filthiest zip codes and in the nation according to the study.

On the other hand, Milwaukee, Wisconsin, was listed as the cleanest city in the nation, followed by progressive Riverside, also in Wisconsin.

Philadelphia, Austin and San Francisco rounded up the top five cities with the least sanitation complaints.

As the study notes, experts say 60 percent of someone's health is determined by their zip code.

The study analyzed 311 complaints about sanitary conditions over the past year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/03/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Memorandum of Renewal of the Emergency Medical Services Agreement with the Friendswood Volunteer Fire Department for the second one-year extension term.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes a Memorandum of Renewal of the Emergency Medical Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department for the first one-year extension term. The original 2019 Agreement was for a term of three (3) years and expired on October 1, 2022. However, the Agreement afforded the parties the ability to extend the Agreement for two (2) one-year terms. The proposed Memorandum of Renewal extends the Agreement for the second and final one-year extension term under the same terms and conditions with the following increases:

Maximum Obligated Increase	
Call Volume Adjuster	\$ (10,000)
Contract Labor Increase	\$ 55,414
Non-Labor Increase	\$ 9,896
Total Maximum Obligated Increase	\$ 55,310
Maximum Non-Obligated Increase	
Full-time Adjustment	\$ 175,000
PRN Adjustment	\$ 54,438
Pension Increase	\$ -
Total Maximum Non-Obligated	\$ 229,438

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Emergency Medical Services (EMS) is an essential city service. The City will need to contract EMS with the Friendswood Volunteer Fire Department for the final year of the contract as EMS transitions to a City system.

RECOMMENDATIONS

Staff recommends approval of the contract extension.

ATTACHMENTS

1. Memorandum of Renewal of the Emergency Medical Services Agreement

**MEMORANDUM OF RENEWAL
OF THE
EMERGENCY MEDICAL SERVICES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, On September 30, 2019, the City of Friendswood (the "CITY") entered into the Emergency Medical Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department. (the "FVFD") after issuing a request for proposals for such services; and

WHEREAS, Article IV of the Agreement specifies that the Agreement is for an initial term of three (3) years, which commenced on October 1, 2019, and ends on September 30, 2022; and

WHEREAS, the Agreement may be extended for two (2) one-year terms upon the mutual agreement of the CITY and the FVFD; and

WHEREAS, on August 2, 2022, the FVFD and the CITY extended the Agreement for the initial one-year period, commencing on October 1, 2022, and ending on September 30, 2023; and

WHEREAS, the FVFD and the CITY wish to extend the Agreement for the final one-year period, commencing on October 1, 2023, and ending on September 30, 2024, contingent upon the appropriation of funds by the City Council of the City of Friendswood and the terms of this Memorandum of Renewal (the "Memorandum");

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Memorandum shall have the same meanings as in the Agreement.
2. Renewal and Extension
 - a. Renewal. Contingent upon the City Council appropriating sufficient funds to pay the annual obligation of this Memorandum as specified in Section 3.a hereof, the FVFD and the CITY hereby renew the Agreement for a one-year term commencing on October 22, 2023, and ending on September 30, 2024. The renewal evidenced by this Memorandum shall be under the same terms and conditions as expressed in the Agreement, except as otherwise provided in Section 3.a hereinbelow.
 - b. Extension. The Agreement may be extended beyond the termination date established in Section 2.a of this Memorandum by mutual written agreement of the parties hereto. Upon any such extension, the Agreement shall continue to be in effect, and all provisions of the Agreement shall retain the same force and effect as immediately before the extension, including this Memorandum, until the date stated in the extension.

3. Amendment.

- a. Base Contract Amount. The Agreement is hereby amended to provide the following maximum increases over the FY2023 Base Contract Amount for the renewal term specified in Section 2 hereinabove:

Maximum Obligated Increase

Call Volume Adjuster.....	\$(10,000)
Contract Labor Increase	\$55,414
Non-Labor Increase	<u>\$9,896</u>

Total Maximum Obligated Increase ***\$55,310***

Maximum Non-Obligated Increase

Full-time Adjustment	\$175,000
PRN Adjustment.....	\$54,438
Pension Increase	<u>\$0</u>

Total Maximum Non-Obligated..... ***\$229,438***

- b. Transition. The FVFD and the CITY understand and agree to work collaboratively to transfer to the CITY the emergency medical services that the FVFD is currently providing within the corporate limits of the CITY. To this end, the FVFD and the CITY agree, during the renewal term and any extension thereof, to coordinate efforts to ensure:

- (1) The public is afforded the high-quality medical care that the citizens of Friendswood enjoy and have come to expect and
- (2) A smooth transition of services from the FVFD to the CITY at the end of the term provided in Section 2, including any extension thereof.

- c. Responsibilities of CITY during Renewal Term. During the renewal term and any extension thereof, the CITY shall:

- (1) Obtain all required licenses and permissions to become a provider of emergency medical services within the corporate limits of the City of Friendswood;
- (2) Establish a volunteer program for current FVFD emergency medical services volunteers;
- (3) Modify the CITY's internal organization in order to establish an emergency medical services division in the CITY's Emergency Services Department;
- (4) Expand the Emergency Services Department by endeavoring to hire FVFD employees so that the same are CITY employees, subject to applicable policies, rules, and benefits;
- (5) Work with the FVFD to assign roles and responsibilities as they relate to shared facilities and infrastructure; and
- (6) Fund the transition costs that are outside the FVFD's operational capacity.

- d. Responsibilities of FVFD during Renewal Term. During the renewal term and any extension thereof, the FVFD shall:
- (1) Modify the FVFD's internal organization, including its constitution and policies, in order to account for the removal of the emergency medical services and to maintain the structural firefighting organization.
 - (2) Work with the CITY to assign roles and responsibilities as they relate to shared facilities and infrastructure;
 - (3) Transfer emergency medical services equipment, supplies and assets to the CITY;
 - (4) Provide records and information to the CITY in order to ensure a smooth transition of services; and
 - (5) Fund the transition costs that are within the FVFD's operational capacity.
4. Conflicts. The provisions of this Memorandum and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of this Memorandum shall control.
5. Entire Agreement. This Memorandum and the Agreement replace and supersede all prior agreements for Emergency Medical Services by and among the CITY and the FVFD and supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in such documents is binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum 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, this the ____ day of _____, 2023, the date of signature by the City Manager.

CITY:
CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

**FVFD:
FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT**



GREGORY OTTO, President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

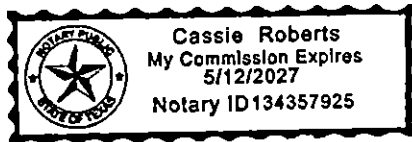
Before me, Cassie Roberts, the undersigned notary public, on this day personally appeared Gregory Otto, in his/her capacity as President of the Friendswood Volunteer Fire Department, on behalf of such corporation,

 X known to me;
____ proved to me on the oath of _____; or
____ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31 day of August, 2023.





Cassie Roberts

Notary Public in and for the State of Texas

My commission expires: 5/12/27

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: September 11, 2023

Date submitted: 08/18/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding a Construction Contract to Construction Masters of Texas, Inc., for the Blackhawk Emergency Shelter Project (Bid No. 2023-13).

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This project is for the renovation of a portion of the City of Friendswood's Blackhawk Facility, located at 15355 Blackhawk Boulevard, into an emergency shelter capable of sheltering up to 400 occupants. The existing space is approximately 7,500 square feet of office space that will be renovated into a shelter area with a supply room, clinic area, storage, and break area. This project is federally funded by the U.S. Housing and Urban Development Department with a monetary contribution from the City of Friendswood. Harris County, the City of Friendswood and PGAL, the design professional, recommend awarding the contract to the lowest and sole bidder, Construction Masters of Houston.

Total Base Bid \$914,000

This project will be funded by multiple funding sources, including Community Development Block Grant - Disaster Recovery (CDBG-DR), Water Sewer Working Capital, and Unassigned General Fund Balance Planned Use.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommend approval.

ATTACHMENTS

1. Standard Agreement - Construction Masters
2. Certificate of Ins Exp 02-24-24
3. Certificate of Ins Exp 10-01-2023 WC
4. Payment Bond
5. Performance Bond
6. Form 1295
7. Government Code Verifications Form

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 11th day of September, 2023, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Construction Masters of Houston, Inc., 3908 Third Street, Pearland, Texas 77581 (hereinafter called the "CONTRACTOR") acting herein by Justin Davis, President hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

City of Friendswood Blackhawk Emergency Shelter

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Blackhawk Emergency Shelter

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by PGAL, Inc., 3131 Briarpark Drive, Suite 200, Houston, Texas, 77042, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Forty-Five (45) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within Sixty-Three (63) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay City Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00150 – Total Stipulated Price Form.
- 5.2 TOTAL AMOUNT OF BID is Nine Hundred Fourteen Thousand Dollars and No/100 Cents (\$914,000.00).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following

representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including “technical data” and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings if physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor’s purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.
- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the FDEDC and the Contractor concerning the Work, consist of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement
- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.3 Federal Contract Required Clauses, including Certification for Contracts, Grants, Loans and Cooperative Agreements
- 9.4 Standard Agreement for Contracting Services (this agreement)
- 9.5 General Conditions.
- 9.6 Supplemental Conditions
- 9.7 Technical Specifications Divisions 1 through 16
- 9.8 Request for Proposals (Cover Sheet and numbered sheets)
- 9.9 Post-Bid Procedures
- 9.10 Insurance Requirements
- 9.11 Performance Bond, included herein

- 9.12 Payment Bond, included herein.
- 9.13 Texas Workers' Compensation
- 9.14 Wage Scale
- 9.15 Affidavit of Insurance, and Certificates of Insurance
- 9.16 Alcohol and Drug Free Workplace Policy
- 9.17 Construction Storm Preparation Policy
- 9.18 Hazardous Communications Program Requirement Agreement.
- 9.19 Homeland Security Policy
- 9.20 Child Support Affidavit
- 9.21 Unit Price Bid Form
- 9.22 Texas Ethics Commission Form 1295
- 9.23 Texas Government Code Verification

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

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

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION

WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

ARTICLE XI: MISCELLANEOUS

11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

11.2 Termination. In addition to the termination rights elsewhere in Contract Documents, the City may terminate this Agreement as follows:

a. For Convenience.

The performance of the work may be terminated at any time in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this contract is terminated for cause, which is later determined not to exist, the parties agree that the contract will be deemed to be terminated for convenience. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

b. For Cause.

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor ten (10) days' prior written notice, shall be entitled to terminate this Contract in its entirety at any time for the following:

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract or any other current agreement

between the Contractor and another City for similar construction work on other property; or

- (5) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

In the event of such termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim that the City's Representative or the City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayments of reimbursable costs or other payments.

c. Procedure after Notice of Termination.

After receipt of a notice of termination, whether with or without cause, the Contractor shall, in good faith and to the best of its ability, do all things necessary in light of such notice to assure the efficient and proper close-out of the terminated work (including, but not limited to, the protection of the City's property). Among other things the Contractor shall, except as otherwise directed or approved by the City, do the following:

- (1) Stop the work on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- (3) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (4) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated in which case, the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- (6) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
- (7) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

In the event of such termination, there shall be an equitable reduction of the Contract Price to reflect the reduction in the work. Costs incurred after the

effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking close-out measures, approved by the City.

- 11.3 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.
- 11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:

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

12.2 The Contractor:

Construction Masters of Houton, Inc.
3908 Third Street
Pearland, Texas 77581

ARTICLE XIII: VENUE

- 13.1 Any action brought by either party based on any claim arising under or as a

result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

EXECUTED IN on behalf of the Contractor by Justin Davis its President shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 11th day of September, 2023.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

Construction Masters of Houston, Inc.

MAYOR

BY: Justin Davis
Justin Davis, President

DATE: _____

DATE: 8/21/23

ATTEST:

ATTEST:

CITY SECRETARY

Marij Carns
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 07/20/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding a Vending Machine Services Contract to Gulf Coastal Vending Services (RFP 2023-15).

Originating Department: Parks and Recreation

Degree of importance: It's important to offer snacks and drinks to city staff, to aid them in their work day.

SUMMARY / ORIGINATING CAUSE

This item awards a Vending Machine Services Contract to Gulf Coastal Vending Services, LLC.

The scope of services provided under this contract include:

- *Vending Machine services for City Hall, Public Works, Public Safety, Activity Building, Leavesely Park, Swimming Pool and Centennial Park.*

The City published notice of a request for proposals on July 26, 2023, and August 8, 2023. On August 10, 2023, at 2:00 p.m., the City received two (2) proposals from (1) Gulf Coastal Vending Machine Services, LLC. and (2) Kings Vending Solutions, Inc. The City selected Gulf Coastal Vending Services, LLC. as the successful proposer based on the following criteria:

- 30% Methodology of Service
- 10% Experience
- 30 % Qualifications
- 30 % Price & Percentage of Gross Revenues to be paid to the City

*City staff may choose to meet with representatives of top-rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ability to offer snacks and drinks to parkgoers while enjoying city parks and facilities is a benefit to the community.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Vending Machine Services Agreement - Final
2. Government Code Verifications
3. Vending Machine Services RFP
4. Gulf Coastal Vending Services, LLC.
5. King's Vending Solutions, Inc.

VENDING MACHINE SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Vending Machine Services Agreement ("Agreement") is between the City of Friendswood, Texas, a Texas home-rule municipal corporation (the "City"), and Gulf Coastal Vending Services, LLC, a Texas limited liability company (the "Contractor").

WITNESSETH

WHEREAS, the City owns and/or operates various buildings, grounds and real property; and

WHEREAS, the City historically had multiple vending firms supplying it with vending machines and services at its locations; and

WHEREAS, the City decided to consolidate and either have one vending firm supply both beverage and snack machines for all of the City's current locations; and

WHEREAS, due to the City's decision to consolidate such vending services, the City requested proposals from vending firms that were trained, experienced and qualified in providing and servicing snack and beverage vending machines; and

WHEREAS, on August 10, 2023, the Contractor responded to the City's request for proposals; and

WHEREAS, the City determined that, after review of all proposals received, the Contractor's proposal to provide vending machines, vending products and related services at the City's facilities was in the best interest of the City; NOW THEREFORE,

in consideration of the mutual benefits to be derived hereby, the City and the Contractor do hereby agree as follows:

1. Term And Renewal.

1.01 Initial Term of Agreement.

This Agreement shall commence on the date on which it is signed by both parties, and shall terminate on September 30, 2026, unless it is renewed as set forth herein. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

1.02 Option to Extend.

a. Extension.

At the end of the initial term of this Agreement, the City, at its sole discretion, will have the option to extend the contract under the same terms and conditions as contained herein for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least thirty (30) days prior to contract termination or to the end of any one-year extension. The parties agree that if the City extends this Agreement pursuant to this section, compensation for

the services is subject to the escalation in accordance with subsection b of this section.

b. Escalation Clause.

Should market conditions prevail which dictate an increase, the Contractor may submit documentation requesting permission to increase pricing no later than fifteen (15) days after receiving notice from the City of its intent to extend the Agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the Contractor's cost, not profits.

2. Scope of Service.

The Contractor shall provide vending machines, vending products and related services for the City's properties and locations listed in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (collectively the "Sites"). The Contractor will be responsible for keeping its machines filled with the products identified on the Vending List, which is attached hereto as Exhibit "B," and incorporated herein for all intents and purposes. The City reserves the right to reasonably add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied with the type and number of machines necessary to service the vending needs of the City at each particular Site. The type and number of machines at a specific Site will be determined by the City and will be dependent upon such factors as requests of the City, available space, available utility outlets, and sales.

3. Contractor's Responsibilities.

3.01 Equipment to be Provided.

The Contractor shall install, at no cost to the City, vending equipment at the Sites listed on Exhibit "A." A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of installation and location of each piece of equipment, shall be provided to the City's Director of Parks and Recreation (the "Director") within fifteen (15) days of the execution of this Agreement. The equipment shall conform to the following:

Site No.	Facility	"Dollar Bill" Validators (Mars or an approved equivalent) and Coin and/or Item Counters	Credit Card
1	City Hall	Yes	Yes
2	Public Safety Building	Yes	Yes
3	Activity Building	Yes	No
4	Public Works Building	Yes	Yes
5	City Pool (outside the gate between family restrooms)	No	Yes
6	City Pool (inside the gate during summer)	No	Yes
7	Centennial Park	No	Yes
8	Leavesley Park Hanger	No	Yes

All equipment must have DEX/UCS included or DEX compatibility to be installed within thirty (30) days after execution of this Agreement. All equipment used in this Agreement shall be no older than five (5) years. If, within the first thirty (30) days following execution of this Agreement, the machines are not equipped with the DEX/UCS box, the Contractor must demonstrate a reliable system of accounting for sales. If the accounting system is not accepted by the City, the City reserves the right to immediately cancel this Agreement without penalty.

3.02 Additional Equipment.

Either the City or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), the Contractor must first provide, in writing, sales data to the Director which evidences that the vending equipment is underperforming in relation to other vending equipment that is located at other Sites. With the Director authorization, the Contractor may then change the existing mix of products provided in the machine and/or prices for at least a thirty (30) day period in order to determine if sales improve to mutually agreeable and acceptable levels. The change in product mix would be performed based on feedback from the Director and the City's employees that use the machine in question. If sales do not improve to mutually agreeable and acceptable levels during the said thirty (30) day period, then the Contractor may ask for re-authorization, in writing, to either change the product mix for an additional thirty (30) day period, or contact the Director, in writing, providing supporting sales data including the most recent data, and request final removal of the vending machine from its then current location. If after the second thirty (30) day period sales have not improved to mutually agreeable and acceptable levels, the Contractor can, in writing, request final removal of the vending machine from its then-current location.

3.03 Equipment Installation.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after execution of this Agreement. If the City deems it necessary to delete or add additional machines after the initial installation, the City will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in this Agreement.

3.04 Equipment Removal.

The Contractor shall remove its machines and equipment on the date of expiration or termination of this Agreement. If Contractor's removal of its machines and equipment causes damages to the City's property, the Contractor shall be liable for the same. The Contractor shall repair the City's property within five (5) days of the date of removal. If the repair is not timely made by the Contractor, the City will make the repairs at the sole cost and expense of the Contractor. If the City takes on the repair of the property, it is expressly understood and agreed that an administrative fee of no less than ONE HUNDRED AND NO/100 DOLLARS (\$100.00) will be charged to and payable by the Contractor in order to cover the City's administrative cost associated with the repairs. The Contractor shall pay for the damages and administrative costs within thirty (30) days of receipt of an invoice from the City therefor. Payments not timely made shall accrue interest at the rate specified in Section 2251.025 of the Texas Government Code. Equipment not timely removed

shall be deemed abandoned and the City may dispose of the same without liability of any kind to the Contractor for the same.

3.05 Products to be Provided.

a. Approved Products.

The approved list of products to be dispensed in the vending machines is described in Exhibit "B." This list also establishes the maximum price that may be charged for each of the listed products. The Contractor shall sell only those products listed on the Master Vending List or approved substitute products in vending machines placed at each Site. The City shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment.

b. Product Changes.

1. By the City.

If the City deems it necessary to add or to delete products after the initial installation, the City will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in this executed Agreement.

2. By the Contractor.

Any request by the Contractor to provide alternate or substituted products shall be submitted in writing and must be approved in writing by the City. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted. The City reserves the right to reject any request for substitution if, in the City's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within ten (10) days of receipt of written request.

c. Product Pricing.

Product pricing for all approved products is listed in Exhibit "B." Except for increases for renewal terms in accordance with Section 1.02.b, the specified prices will not be increased. Prices shall be plainly posted on each vending machine.

3.06 Services to be Provided.

The Contractor shall:

- collect all money from each machine and record ending meter reading for an accurate accounting of sales and collections for each machine;
- submit timely Monthly Sales Reports;
- provide all maintenance and repairs to the machines at no cost to the City;
- return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the City, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, the

Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once-per-week due to lower sales volumes at such Sites;

- maintain its machines free of all advertising and other materials at all times;
- maintain its machines so that they do not detract from the appearance of the City's facility;
- return within 24 hours prior to a City holiday, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines;

City holidays include the following:

- New Year's Day,
 - Martin Luther King, Jr.'s Birthday,
 - Washington's Birthday,
 - Good Friday,
 - Memorial Day,
 - Juneteenth National Independence Day,
 - Independence Day,
 - Labor Day,
 - Columbus Day,
 - Veterans Day,
 - Thanksgiving Day,
 - Thanksgiving Friday,
 - Day before or after Christmas Day, and
 - Christmas Day .
- be responsible for the electrical connections and wi-fi service for all vending machines;
 - respond to any request by the Director for supplies, service or assistance within 24 hours of initial request;
 - repair any non-functioning machine to full operating capacity within twenty-four (24) hours of notice or replace said machine within the same time period;
 - provide the City with an office telephone number and cell and/or pager number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week in regard to equipment or services to be provided;
 - obtain, at the Contractor's sole cost and expense, all licenses, permits, and inspection fees or similar charges required for this Agreement, and
 - take actions necessary to comply with all laws, ordinances, regulations, and any other requirements applicable to the work and/or services to be performed under this Agreement.

3.07 Reporting and Records.

a. Reports.

A monthly sales report shall be submitted on a monthly basis to the Director no later than the tenth (10th) day of the previous month following the month reported. This report shall include the following:

- A list of gross sales of each vending machine by product name, product type and Site;
- Total gross sales for all Sites;
- Copy of the restocking reports by machine or by each institution;
- Commission payable to the City.

b. Maintenance of Records.

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all gross revenues resulting from this Agreement.

c. Retention of Records.

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of five (5) years following the termination of this Agreement or until the resolution of any audit findings, whichever is later. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the City and the terms of this Agreement. Copies of all records and documents shall be made available for the City upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed hereinbelow.

3.08 Refunds.

The Contractor will be responsible for processing and paying all refunds. The refund policy and procedure shall be subject to the City's review and written approval. The Contractor shall provide a written policy and procedure for refunds to the City within fifteen (15) days of Agreement execution. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is responsible for making refunds of monies lost due to malfunctions of vending machines and/or expired or spoiled food within seventy-two (72) hours of report of loss. It is expressly understood and agreed that refunds are the responsibility of the Contractor. The City will not be responsible for issuing refunds to end users. Refunds may not be deducted from the monthly commission.

3.09 Equipment Ownership.

The Contractor is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon the City's property by the Contractor. The City is not responsible for any damage thereto or theft thereof. It is expressly understood and agreed that the Contractor bears the risk of loss to the vending machine, monies contained therein, and any vending products from theft or vandalism while the vending machine is on City property.

3.10 Arrangements for Facility Access.

The Contractor shall make prior arrangements with the City regarding access to the Sites for the purposes of delivering equipment, providing services and/or providing maintenance of equipment.

4. City's Responsibilities.

The City will:

- verify the counter or meter reading of the Contractor's machines at time of installation;
- provide utilities to operate machines, however, such provision of utilities shall be without liability to the City for any damages arising out of or in connection with the interruption of utility service and does not include wi-fi services;
- grant the Contractor or designee access to the City's Sites, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at

times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by the City in advance; and

- assume no liability for damage to equipment or loss of inventory or funds and shall not be liable for the same.

5. Monitoring and Evaluation.

The Director or designated City staff will perform monitoring during the term of this Agreement, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific Agreement requirements such as:

- reporting submission,
- operations performance,
- equipment performance, and
- equipment maintenance.

If issues of non-compliance are identified during the City's monitoring, the City may provide a written report to the Contractor following the monitoring visit. When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the Director within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Director, and will occur within thirty (30) days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days of receipt of a written monitoring report notating the deficiencies may result in the termination of this Agreement.

6. Compensation.

6.01 Payment.

a. Payment of Commission.

The Contractor will pay the City the commission specified in Exhibit "B" based upon its gross revenues, which is defined as all consideration received from the operation of the Contractor's vending machines at Facility Nos. 1 – 8 and any additional facilities which may be added during the term hereof.

b. Payment Due.

Such payments shall be made by the tenth (10th) day of each month for the previous month's revenue. Payments not timely received shall accrue interest at the rate specified in Section 2251.025 of the Texas Government Code. All payments should be made payable to the City of Friendswood and submitted to Accounts Payable at 910 S. Friendswood Drive, Friendswood, TX 77546. Payment of commissions must be made in the form of a check, ACH or wire. No cash will be accepted.

c. Verification of Cash Receipts.

The City shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

6.02 Detailed Accounting.

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit thereof. Such records shall be broken down by location and machine. The City reserves the right to require an inventory of merchandise upon the vendor entering and leaving City property or at any time the City feels the need for such an inventory. All vending machines must have a meter. Monthly meter readings must be sent to Accounts Payable with each individual Facility listed to reflect each machine's ID number, starting, and ending meter readings on each machine, and the dates the meters were read. The Contractor shall submit all records required by the City along with monthly commission payments to Accounts Payable at 910 S. Friendswood Drive, Friendswood, TX 77546 and a copy of the records to the Director at the same address. The City may prescribe the report form for the Contractor to use. The City shall review, verify, deny and/or approve the above-referenced accountings, reports and payments provided by the Contractor.

7. Indemnification, Release and Insurance.

a. Indemnification.

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN

NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. The Contractor 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 the Contractor's services to be performed hereunder. This release shall apply with respect to the Contractor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Insurance.

The Contractor 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 Contractor, its agents, representatives, volunteers, employees or subconsultants.

The Contractor'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 Contractor's insurance and shall not contribute to it.

Commercial General Liability:

- General aggregate: \$2,000,000
- Per occurrence: \$1,000,000
- Bodily Injury: \$500,000
- Coverage shall be broad form.

- No coverage shall be excluded from standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

Workers' Compensation:

- Statutory limits
- Employer's Liability Insurance: \$500,000
- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

Business Automobile Liability:

- Combined single limits of \$1,000,000.
- All automotive coverage is to include any auto.

Prior to the execution of this Agreement, the Contractor shall file with the City valid certificates of insurance and endorsements acceptable to the City. Such certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. The Proposer shall also file with the City valid certificates of insurance covering all of its subcontractors.

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 reduced in coverage or in limits 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 Policy 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 Contractor.
- The Contractor shall provide copies of insurance certificates and/or policies required hereunder to the City prior to the City's execution of this Agreement and shall ensure that throughout the term of this Agreement, all certificates/policies on file with the City are up-to-date and not expired. Failure to provide certificates constitutes a breach of this Agreement.

8. 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

CONTRACTOR:

Gulf Coastal Vending Services , LLC.
P.O. Box 2373
Alvin, Texas 77512
Attn: Michael Pourcio
Title: Member

Each party shall have the right 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.

9. 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.

10. Successors and Assignments.

The City and the Contractor bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. However, neither the City nor the Contractor 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.

11. 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 Contractor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if the Contractor breaches this Agreement. 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 Contractor 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 Contractor;
- (d) the dissolution of the Contractor; and/or
- (e) the violation of any provision of this Agreement.

Within ten (10) days of receipt of any notice of termination, the Contractor shall remove its vending machines and supplies from the City's property. Any property not timely removed shall be deemed abandoned and the City may dispose of it as it determines is in its best interest. The

Contractor shall be responsible for all disposal costs and shall pay the City within thirty (30) days of a receipt of an invoice therefor.

Notwithstanding the above, the Contractor 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 Contractor and the City may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor 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.

12. Personnel.

- a. The Contractor 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 Contractor 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.

13. Independent Contractor.

The Contractor is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Contractor under the terms of this Agreement.

14. Civil Rights.

The Contractor 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 Contractor 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.

15. Interest of The Contractor and Employees.

The Contractor 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 Contractor further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Contractor.

16. 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.

17. Governing Law.
This Agreement has been made under and shall be governed by the laws of the State of Texas.
18. 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.
19. Time is of the Essence.
Time is of the essence for the completion of all work described in this Agreement. 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.
20. 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.
21. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Contractor hereby agree that no claim or dispute between the City and the Contractor 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 Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
22. 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.
23. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and The Contractor in regard to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, on the subject matter hereof.
24. 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.
25. 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.
26. 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 _____, 2023, the date of execution by the City Manager of the City of Friendswood.

CITY:
City of Friendswood

THE CONTRACTOR:
Gulf Coastal Vending Services, LLC

MORAD KABIRI, City Manager

(Signature)

(Printed Name)

(Title)

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary

(OFFICER OR SECRETARY)

Exhibit "A"
Vending Locations

Site No.	Facility	Address	Machines	% of Gross Revenue to be Paid to the City
1	City Hall	910 S. Friendswood Dr.	1 small combo machine (Add 1 Dr. Pepper slot to machine)	0%
2	Public Safety Building	1600 Whitaker	➤ 1 large drink and snack machine* or ➤ 1 small drink machine and 1 small snack machine* *as determined by the City	0%
3	Activity Building	416 Morningside	1 large drink machine	0%
4	Public Works Building	15355 Blackhawk	1 large drink and 1 large snack machine	0%
5	City Pool (outside the gate between family restrooms)	900 Cedarwood	1 large drink machine (bottles only)	11.5%
6	City Pool (inside the gate during summer months only)	900 Cedarwood	1 large drink machine (bottles only)	11.5%
7	Centennial Park	2200 S. Friendswood Dr.	2 large drink machines	11.5%
8	Leavesley Park Hanger	901 Buckingham	1 large drink and 1 large snack machine	11.5%

Exhibit "B"
Vending List

Item	Max Price at Facility Nos. 1-4	Max Price at Facility Nos. 5 - 8
Bottles – 16.9 oz Coca-Cola & Dr. Pepper Products	\$1.50	\$2.00
Energy Drink Cans – 16 oz Monster, Full Throttle and Reign	\$2.25	\$2.50
Water – 20 oz Dasani	\$1.00	\$2.00
Crackers Lance and Austin	\$0.75	\$0.75
Nuts and Cookies Oreo, Nutter Butter, and Planters	\$1.00	\$1.25
Chocolates Hershey, Mars, and Nestle Products	\$1.50	\$2.00
Single Serve Chips Snyders and Keebler Products	\$0.75	\$0.75
Large Single Serve Chips Frito Lay and Zapps Products	\$1.00	\$1.00
Bagged Cookies Famous Amos and Keebler products	\$1.00	\$1.25

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/14/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider on first reading an ordinance amending the Friendswood City Code by adopting a new Appendix A "Signs," which updates the current sign regulations, including amendments clarifying definitions, making administrative changes, incorporating the visibility triangle drawing, expanding the prohibition of LED window lights to all zoning districts, updating the political sign section in accordance with the Texas Election Code, allowing additional signage on fuel canopies, and making other amendments.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposed amendments to the Sign Ordinance include the following:

- Adding, removing, combining, or relocating definitions for clarification;
- Establishing a sign administrator;
- Formalizing the reference to permit fees and required inspections;
- Adding provisions to revoke permits;
- Relocating measurement standards to a new section for clarity;
- Incorporating the visibility triangle drawing;
- Expanding the prohibition of LED window lights to all zoning districts, not just Downtown District (DD);
- Adding flag banners and inflatable signs and tethered balloons greater than 18 inches in diameter to the list of prohibited signs;
- Adding more specific criteria to illumination specifications;
- Making clarifications regarding temporary signs (banners); grand opening sign allowed for 14 days from date CO is issued; additional 21 calendar days are allowed throughout the year;
- Adding a provision for construction signs;
- Updating political sign section in accordance with the Texas Election Code;
- Incorporating street banner sign requirements, at City Council's direction;
- Allowing additional signage on fuel canopies;
- Updating Non-Conforming Signs section;
- Expanding the definition of "church" to include religious organizations;
- Changing requirements for wall signs exceeding the roofline to allow more flexibility; and
- Adding provision for appeals.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Many of the amendments are clarifications to make enforcement and interpretation of the ordinance easier for everyone, including staff, business owners, and sign contractors. A few changes to the ordinance will affect the business community. One proposal is to add an allowance for signage on fuel canopies. Previously, a business owner had to use their allowed wall signage to cover the signage for both the main building and the fuel canopy. With this addition, a separate fuel canopy is allowed additional wall sign area. Another change is to prohibit the use of LED lights inside windows in all commercial zoning districts. In 2019, an amendment to the Sign Ordinance was adopted to prohibit miniature, mini, Christmas, rope string lights, exposed LED storefront lights or other similar lighting in or framing windows (interior or exterior), including attached to the window frames with the exception of holiday lighting from November 15 to January 15 in the Downtown District (DD). The Commissioners recommend expanding this prohibition to all commercial zoning districts to alleviate the clutter of advertising lights throughout the City of Friendswood.

RECOMMENDATIONS

The Planning and Zoning Commission voted on Thursday, August 10, 2023, 5 to 0 (Commissioners Mann and Koerner were absent) in favor of the proposed amendments. See recommendation memo in attached files. The Commission considered an amendment to the recommendation at the meeting held on Thursday, August 24, 2023, and also recommended that change 4 to 0 (Commissioners Sasson, Rives, and Conrad were absent).

ATTACHMENTS

1. Ordinance - Sign Code
2. Proposed Amendments to Appendix A Sign Ordinance 08-21-2023
3. Sign Ord Amendments PZ Rec Memo 08-28-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING APPENDIX A "SIGNS" OF THE FRIENDSWOOD CITY CODE; AMENDING THE FRIENDSWOOD CITY CODE BY ADDING A NEW APPENDIX TO BE NUMBERED AND ENTITLED APPENDIX A "SIGNS" TO MAKE CHANGES TO THE SIGN CODE, INCLUDING, BUT NOT LIMITED TO, CLARIFYING AND ADDING DEFINITIONS; ESTABLISHING A SIGN ADMINISTRATOR; FORMALIZING THE REFERENCE TO PERMIT FEES AND REQUIRED INSPECTIONS; ADDING PROVISIONS TO REVOKE PERMITS; RELOCATING MEASUREMENT STANDARDS TO A NEW SECTION FOR CLARITY; INCORPORATING THE VISIBILITY TRIANGLE DRAWING; EXPANDING THE PROHIBITION OF LED WINDOW LIGHTS TO ALL ZONING DISTRICTS; ADDING FLAG BANNERS AND INFLATABLE SIGNS AND TETHERED BALLOONS GREATER THAN 18 INCHES IN DIAMETER TO THE LIST OF PROHIBITED SIGNS; ADDING MORE SPECIFIC CRITERIA TO ILLUMINATION SPECIFICATIONS; AMENDING PROVISIONS RELATED TO TEMPORARY SIGNS (BANNERS) AND GRAND OPENING SIGNS; ADDING A PROVISION FOR CONSTRUCTION SIGNS; UPDATING THE POLITICAL SIGN REGULATIONS IN ACCORDANCE WITH THE TEXAS ELECTION CODE; INCORPORATING REVISIONS TO STREET BANNER REQUIREMENTS; ALLOWING ADDITIONAL SIGNAGE OF FUEL CANOPIES; UPDATING NON-CONFORMING SIGNS; CHANGING THE REQUIREMENTS FOR WALL SIGNS EXCEEDING THE ROOFLINE TO ALLOW MORE FLEXIBILITY; AND ADDING PROVISIONS FOR APPEALS; 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.

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

Section 1. That Appendix A "Signs" of the Friendswood City Code is hereby repealed in its entirety.

Section 2. That the Friendswood City Code is hereby amended by adding a new appendix to be numbered and entitled Appendix A "Signs," which appendix shall read as follows:

APPENDIX A. SIGNS

Sec. 1. Definitions.

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

Animated sign means a sign that uses movement to depict action or create a special effect or scene or contains visible moving or rotating parts.

Awning means a shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework.

Banner sign means a temporary sign made of fabric or other non-rigid material that is fire-retardant.

Billboard means any sign containing a commercial or noncommercial message that directs attention to a business establishment, commodity, service, or entertainment conducted, sold, or offered elsewhere than on the premises where such sign appears. If such business establishment, commodity, service, or entertainment is merely incidental to the use of such property where such sign appears, such sign shall be deemed a billboard.

Business establishment means a project or undertaking that involves the use of one lot with buildings or structures, permanent or temporary, for the primary purpose of conducting on said lot a commercial enterprise, or other nonresidential use, in compliance with all ordinances and regulations of the city. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for the purposes of this appendix.

Business frontage means the side of a building that contains the primary entrance of the building.

Business Park means business establishments located in a business park zoning district (per Appendix C zoning ordinance).

Changeable copy sign means a sign on which the copy changes either automatically, such as by electrical or electronic time and temperature units or manually in the field, such as reader boards with changeable letters.

Changeable electronic variable message sign (CEVMS) means a sign that permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. The term "CEVMS" does not include a sign located within the right-of-way that functions as a traffic control device and that

is described and identified in the manual on uniform traffic control devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.

Civic sign means a sign that identifies a nonprofit institution or organization.

Commercial message means a message that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity that is conducted for profit by a person or entity in business for profit.

Development means:

- (1) A single lot (as defined in this section) with multiple buildings on it with said buildings not intended for sale but which may be leased, or square footage sold, on a condominium basis; or
- (2) An assemblage of multiple lots within a common plat boundary with multiple buildings on it with said buildings intended for sale, lease, or sale on a condominium basis, and which in either case makes up one business establishment or industrial complex.

Directory sign means a sign for the purpose of uniformly listing the names of tenants in an office park or business park.

Double-faced sign means a single sign with two parallel sign faces back-to-back.

Finished grade shall mean the highest-grade elevation within five feet (5') of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the natural grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the site for any other purpose, shall not be finished grade for the purpose of measuring height.

Fire-retardant means not capable of supporting combustion or flame.

Flag banner means a sign made of non-rigid material attached to the ground and supported on a horizontal, rigid pole, but does not include a flag; also known as a teardrop banner, feather banner, or feather flag.

Flagpole means a free-standing structure permanently mounted on the ground and designed and constructed for the purpose of hanging flags.

Flashing sign means a sign that contains an intermittent or sequential flashing light source used primarily to attract attention, but not including changeable copy signs, animated signs, or signs which, through reflection or other means, create an illusion of flashing or intermittent light.

Garage sale means the sale of items that a resident or group of residents conduct from a garage and/or yard, and which items offered for sale are used or discarded by those residents offering them for sale.

Grand opening means the formal offering by a new business of its goods, wares, merchandise, service, entertainment, or activity.

Ground sign means any sign mounted on the ground or supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building, including changeable copy signs.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign that carries only the firm, business establishment, or corporate name, the major enterprise on the premises, or the principal products offered for sale on the premises.

Integrated business development means a development consisting of two or more interrelated business establishments using common driveways and onsite parking facilities, including, but not limited to, shopping centers, office complexes, office buildings, and business parks.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement; and which is:

- (1) Designated as a distinct and separate tract; and
- (2) Identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Master sign plan means a plan depicting the location, size, height, and materials of all signs to be placed on a building and on the site.

Monument sign means a sign not more than seven feet (7') in height from natural ground level to the highest portion of the sign, designed and constructed to substantially appear as a solid block, rectangle, or square.

Multi-faced sign means a single sign with two or more faces, which are not parallel or back-to-back.

Natural grade means the natural ground adjacent to the slab at its centerline paralleling the front of the structure. Natural ground is assumed to be the ground surface existing prior to placement of the building pad.

New business means a business new to the premises on which it is located, a business having a change in ownership of 50 percent or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use, in building floor square footage, by 50 percent or more.

Noncommercial message means any message other than a commercial message.

Nonconforming sign means a sign erected and maintained prior to the adoption of the ordinance from which this appendix is derived, or any applicable amendment thereto, that does not conform with the requirements hereof.

Nonresidential district means any district that is not a residential district.

Obsolete sign means any on-premises sign, or any part thereof, which identifies or advertises a business, person, product, accommodation, service, or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Off-premises sign means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Office complex means one or more commercial buildings with multiple business establishments providing services but not delivering products directly to customers and consisting of two or more tenants using common driveways.

Office Park means business establishments located in an office park zoning district (per Appendix C zoning ordinance.)

On-premises sign means a sign identifying or advertising a business, person, activity, goods, products, or services, located on the premises where the sign is located.

Open house means a designated period during which a property is open for viewing by prospective purchasers.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure. A portable sign which has its wheels removed shall still be considered a portable sign hereunder.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Reader panel/reader board means a permanently constructed changeable copy bulletin board lighted or unlighted with detachable precut letters and figures.

Residential district means those districts zoned single-family residential dwelling district (SFR), single-family residential dwelling district - estate (SFR-E), multi-family residential dwelling district - low (MFR-L), multi-family residential dwelling district - medium (MFR-M), multi-family residential dwelling district - high (MFR-H), garden home district (GHD), and mobile home residential dwelling district (MHR) in the zoning ordinance of the city, contained in Appendix C to this Code.

Roofline means the height above finished grade of the upper beam, rafter, ridge, or purlin of any building.

Sign means any structure, part thereof, or device or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee, or similar appendage, or permanently affixed to the glass on the outside of the building or structure, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction, warning, or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business establishment, profession, enterprise, industry, activity, or any combination thereof; where the term "sign" is used herein without further modification, the same shall be understood to embrace all regulated signs and replicas.

Sign facing means the facing of any sign upon, against, or through which the message is displayed or illustrated.

Snipe sign means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles, or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.

Street banner means a sign constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner.

Temporary sign means any sign constructed of materials with short life expectancies. A portable sign shall not be considered a temporary sign.

Vision triangle means an unoccupied triangular space at the street corner of a corner lot. The triangle is formed by connecting the point where each right of way line intersects, and two points located twenty-five feet (25') along each right-of-way line.

Wall sign means a sign, either of solid face construction or individual letters, symbols, or pictures, which is attached to the exterior of any building or structure.

Sec. 2. Administration.

- a. *Sign Administrator.* The community development director or their designee shall be the sign administrator charged with administering and enforcing the terms and conditions of

this chapter and all other provisions of laws relating to signs. The sign administrator is empowered to delegate the duties and powers granted to and imposed upon him by this chapter to other persons serving under the sign administrator.

- b. *Enforcement responsibility.* The duties of the sign administrator shall include not only the issuance of permits as required by this chapter, but also the responsibility of ensuring that all signs comply with this chapter and any other applicable laws and that every sign for which a permit is required does in fact have a permit.
- c. *Sign permits.* It shall be unlawful for any person, unless provided otherwise in this appendix, to erect, structurally alter, relocate, lease, rent, or own any sign within the city without first obtaining a permit for such sign.
 - (1) *Application.* All applications for sign permits shall be accompanied by a plan or plans drawn to a standard architectural or engineering scale which shall include the following:
 - (a) The dimensions of the sign and, where applicable, the dimensions of the surface of the building to which it is to be attached.
 - (b) The dimensions of the sign's supporting members.
 - (c) The maximum and minimum height of the sign.
 - (d) The proposed location of the sign in relation to all buildings on the premises where the sign is to be located.
 - (e) The proposed location of the sign in relation to the boundaries of the premises upon which it is to be situated.
 - (f) The location of all electrical transmission lines within thirty feet (30') of any part of such proposed sign structure.
 - (g) Each permit application shall be signed by the property owner, or his agent, and the sign installer.
 - (2) *Issuance.* Upon the filing of an application for a sign permit, the plans, specifications, and other data shall be examined by the community development division. If it appears that such proposed sign is in compliance with the requirements of this appendix and other laws of the city, and the applicant being in compliance with all building ordinances of the city and other permits issued by the city, the community development division shall issue the applicant a permit for such sign. Such sign shall thereafter be constructed in accordance with the plans, specifications and other data submitted to the community development division.

- (3) *Revocation.* The sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or on the basis of incorrect or false information supplied, or whenever such permit is issued in violation of any local, state, or federal regulations. Notice of suspension or revocation shall be issued to the permit holder, owner of the sign, or owner of the subject property in writing.
- d. *Fees.*
 - (1) *Required.* Fees for the permits required under this division shall be paid to the community development department as established in Appendix D, Fees.
 - (2) *Refund.* The applicant for a permit or holder of a permit shall not be entitled to a refund of any fee paid if the permit is revoked.
 - (3) *Work without permit.* Work started without a permit shall be double the permit fee.
- e. *Inspections.* The sign administrator shall make such inspections as may be necessary and shall initiate appropriate action to bring about compliance with this chapter and other applicable laws if such inspection discloses any instance of noncompliance. The sign administrator shall investigate thoroughly any complaints of alleged violations of this chapter.
- f. *Exceptions.* A permit shall not be required for the following:
 - (1) The electrical, repainting, or cleaning maintenance of a sign.
 - (2) The changing of the message of a changeable copy sign.
 - (3) Residential real estate signs for single-family units pursuant to section 15.d.(2).
 - (4) Residential real estate signs for multi-family units pursuant to section 15.d.(3).
 - (5) Temporary direction signs pursuant to section 15.e.
 - (6) Temporary political signs pursuant to section 15.f.
 - (7) Garage sale signs pursuant to section 15.g.
 - (8) Open house signs pursuant to section 15.h.
- g. *Stop orders.* The issuance of a permit under this appendix shall not constitute a waiver of this appendix or other ordinances of the city. The sign administrator is authorized to issue stop orders for any sign which is being constructed or used in violation of this appendix or any other ordinance of the city.

Sec. 3. Violations are prohibited.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own within the city any sign not expressly exempted from regulation by this appendix without first satisfying the requirements of this appendix.
- b. It shall be unlawful for any person to violate any provision of this appendix.
- c. The violation of any provision of this appendix shall constitute a misdemeanor. The imposing of any penalty under this subsection shall not prevent the enforced removal and abatement by the city of any prohibited condition.
- d. Any person found to have violated any provision of this appendix shall, in addition to any fine imposed under this section, reimburse the city for any of its costs and expenses, direct or indirect, including removal of the violating sign, attorney's fees, and employee wages and salaries, incurred in enforcing this appendix against such person.
- e. The sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or based on incorrect or false information supplied, or whenever such permit is issued in violation of any of the provisions of this ordinance or any other ordinance of this City or laws of this state or the federal government. Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the site upon which the sign is located. Upon such revocation, all construction related to the revoked permit shall cease.

Upon revocation of the permit, any portion of the sign in place because of the permit shall be removed within ten (10) days by the owner of the sign or the owner of the site on which the sign is located. Failure to remove the sign shall be deemed a violation of this ordinance.

- f. The sign administrator may periodically inspect each sign regulated by this ordinance for the purpose of ascertaining whether the same is obsolete and whether it needs removal or repair.
- g. Whenever any work for which a permit is required by this ordinance has been commenced or completed without first obtaining a permit, an investigation may be made before a permit may be issued for such work.

Sec. 4. Maintenance.

All signs and sign structures shall be kept in good repair and neat in appearance, including replacement of defective parts, painting, repainting, and cleaning.

Sec. 5. Projection of signs.

- a. No sign or any portion thereof shall project or extend over any public sidewalk, street, alley, or other public property. A supporting member of a sign shall be located at least three feet (3') from the property line of the property upon which it is situated.
- b. Signs projecting more than eighteen inches (18") from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight feet (8') above the pavement of finished grade.
- c. No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the highest roofline or parapet of such building.

Sec. 6. Structural requirements.

- a. *Compliance with building code.* All signs and sign structures shall comply with the pertinent requirements of the building codes of the city, including, but not limited to, all structural, electrical, and windstorm requirements.
- b. *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of eight feet (8') vertically and eight feet (8') horizontally from any transmission line carrying 750 volts or greater.
- c. *Wiring.* Any wiring to an energized sign shall be installed underground, except where impractical or infeasible, as determined by the building official, and in such instances shall be at least fourteen feet (14') above ground level.

Sec. 7. Measurement standards.

- a. *Sign face area* shall be measured as the smallest area enclosed by straight lines drawn to the extremities of the letters, numbers, recognizable symbols, and trademarks; provided, however, if there is background in addition to the lettering, background material shall be included if the background is uniquely associated with the letters.
- b. *Sign height* shall be measured from finished grade level to the top of the sign structure and shall not exceed seven feet (7'). Sign pads shall not be mounded to achieve additional height.
- c. *Double-faced sign area* shall be calculated only on one side of the sign.
- d. *Awnings.* The portion of an awning that contains graphics, symbols and/or written copy shall be included as part of the aggregate sign area calculation.

- e. *Business frontage* shall be measured by the horizontal width of a tenant's building or lease space, where the front entrance is located. When two or more entrances are utilized on separate sides of a building, the entrance where the tenant is addressed shall apply.

Sec. 8. Traffic hazards.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own any sign in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color, or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device; nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, distract or confuse vehicular or pedestrian traffic.
- b. The chief of police of the city, or his duly qualified representative, shall be the sole judge of a violation under this section.
- c. Attaching, placing, affixing, or leaning any material onto, painting over, changing the wording of, or covering a traffic sign (regulatory or informational) shall be prohibited.
- d. Signs shall not be placed within the vision triangle.



Sec. 9. Prohibited signs.

Signs of the following nature are expressly prohibited unless specifically authorized by this appendix:

- a. Billboards, including, but not limited to, new off-premises, changeable electronic variable message signs (CEVMSs). Exception: existing billboards may be converted to CEVMSs, provided that they meet the requirements in section 26.f.
- b. Signs that contain statements, words, or pictures of an obscene, indecent, or immoral character as will offend public morals or decency.
- c. Obsolete signs.
- d. Animated signs.
- e. Signs that contain or have attached thereto banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, flash tags or other similar devices.
- f. Signs attached to exposed amenities, such as benches or trash containers.
- g. Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such a manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- h. Snipe signs.
- i. Signs placed on the side or rear of any building or property when such sign faces upon a contiguous residential area.
- j. Signs placed on private property without the consent of the owner of the property.
- k. Flashing signs.
- l. Ground signs, except monument signs.
- m. Miniature, mini, Christmas, rope string lights, exposed LED storefront lights, or other similar lighting in or framing windows (interior or exterior), including attached to the window frames except for lighting from November 15 to January 15.
- n. Flag banners.
- o. Inflatable signs and tethered balloons greater than 18 inches in diameter.

Sec. 10. Signs on public property.

- a. *Signs on public property.* It shall be unlawful to place a sign in or upon any public property, including, but not limited to, a public street, sidewalk, right-of-way, easement, curb, grounds, bridge, or building, unless express consent therefor shall have been first granted

by the city council. This subsection shall not apply to signs required to be placed by a public employee in the regular course and scope of his employment.

b. *Impoundment.*

- (1) Any sign in violation of subsection a of this section may be removed without notice to the owner thereof. Employees of the police department, the department of public works, and community development are hereby authorized to remove any such signs and transport or cause the same to be transported to a location to be designated by the community development division. Snipe signs may be discarded immediately. The custodian of the storage area shall maintain records of where such signs were located when they were so removed and the date on which they were so removed and, except for snipe signs, shall hold the same in the storage area for a period of not less than thirty (30) days.
- (2) Any sign so held may be redeemed by the owner thereof upon the payment of a fee to the city set by resolution and printed in Appendix D to this Code. Such fee shall be in addition to and not in lieu of any fine imposed upon such owner for violation of this subsection. Any sign impounded and stored and not redeemed by the owner thereof within thirty (30) days may be disposed of or sold at public auction in the same manner as surplus property of the city.

c. *Exceptions.*

- (1) *Public athletic facilities.* Public athletic facilities may have signs attached to fences surrounding such facility to give public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.
- (2) *Public and private parks.* Public and private parks may have signs to give information and/or regulations concerning park use.

Sec. 11. Painted signs.

Painted signs shall be on permanently weatherproofed materials, and all sign surfaces shall be painted or treated with weatherproofed materials.

Sec. 12. Changeable copy signs.

- a. *Residential districts.* A changeable copy sign, such as a reader board, may be integrated into the allowable sign so long as the total area of the changeable copy message does not exceed six square feet (6 ft²) of the sign area, subject to the restrictions set forth in subsection c of this section.

- b. *Nonresidential districts, and religious organizations and schools in residential districts.* A changeable copy sign, such as a reader board, may be integrated into a permanent monument sign so long as the total area of the changeable copy message is limited to a maximum of twenty-five square feet (25 ft²) of the sign area, subject to the restrictions set forth in subsection c of this section.
- c. *Restrictions.* All changeable copy signs shall be subject to the following restrictions:
 - (1) The message conveyed by the sign face shall not blink, flash, scroll or be so animated as to be deemed a distraction to passing motorists.
 - (2) All changeable copy sign faces shall be limited to a maximum of twenty-five square feet (25 ft²) in sign area, or the maximum size of the type of permanent sign on which the face is placed, whichever is less.

Sec. 13. Illumination of signs.

- a. A conforming sign may be illuminated but only by:
 - (1) Upward lighting of no more than four (4) bulbs per direction of the sign face or faces of the structure; or
 - (2) Downward lighting of no more than four (4) bulbs per direction of the sign face or faces of the structure.
- b. Lights that are a part of or illuminate a sign:
 - (1) Must be shielded, directed, and positioned to prevent beams or rays of light from being directed at any portion of the traveled ways of a public or private street;
 - (2) May not be of such intensity or brilliance as to cause vision impairment of a driver of any motor vehicle on a public or private street or otherwise interfere with the driver's operation of a motor vehicle;
 - (3) May not obscure or interfere with the effectiveness of an official traffic sign, device, or signal; and
 - (4) Shall be shielded to prevent the source of lighting from being directly visible from residential property.
- c. Awnings shall not be backlit. Any down lit awning shall be opaque.
- d. All wiring to monument signs shall be installed underground.

Sec. 14. Portable signs.

- a. *Grand Opening.* One portable sign may be displayed by a new business enterprise to give notice of its grand opening for a period not to exceed thirty (30) consecutive days from the date the Certificate of Occupancy is issued.
- b. *Allowed.* One portable sign may be displayed on nonresidential property, in addition to that allowed for grand openings, for twenty-one (21) days during any calendar year.
- c. *Size.* The portable sign shall not exceed thirty-two square feet (32 ft²) in sign area.
- d. *Location.* Signs shall be placed no closer than three feet (3') from the edge of the property and/or any sidewalk; in no case shall the sign be placed in a state or city right-of-way or street median.
- e. *Permits.* Required.
- f. *Limit.*
 - (1) If a changeable copy sign is located on the property, a portable sign is not permitted.
 - (2) No more than one portable sign shall be displayed on any one nonresidential property at a time.
- g. Handheld signs that include a commercial message are prohibited upon any public rights-of-way, including, but not limited to, any public sidewalk, street, alley, or other public property.
- h. Handheld signs that are on private property, but are visible from a street or roadway, are permitted where an applicant satisfied the following:
 - (1) *Size.* Sign size does not exceed four square feet (4 ft²).
 - (2) *Permits.* Required.
 - (3) *Location.* May be located where the applicant has legal permission to display the sign. If the applicant does not own or lease the private property upon which the handheld sign will be displayed, applicant must provide a letter of approval from the property owner where the sign will be displayed.
- i. Regulations involving handheld signs on private property do not apply to political signs that are otherwise compliant with this appendix and V.T.C.A., Local Government Code Ch. 216.

Sec. 15. Temporary signs.

a. *Generally.*

- (1) Contractors may place a sign on property where actual construction (landscaping, roofing, pool, etc.) is taking place, unless otherwise regulated by section b. below. Such sign may be placed on such property for the duration of construction plus ten (10) days, shall not exceed six square feet (6 ft²) in sign area, and shall not exceed seven feet (7') in height above the natural ground level. No permit is required for such signs.
- (2) Except as otherwise provided, a permit shall be required for any temporary sign authorized in this section. Such permits shall be granted for a period not to exceed 24 months, and at the expiration of the permit period all such temporary signs shall be removed unless a new permit is obtained.
- (3) Temporary signs shall be placed no closer than three feet (3') from the edge of the property and/or any sidewalk; in no case shall the temporary sign be placed in a state or city right-of-way or street median.
- (4) Temporary signs may not be illuminated or have moving elements.

b. *Construction signs.*

- (1) *Allowed.* Two (2) temporary signs denoting the owner, architect, financial institution, general contractor, "coming soon," or any statement pertaining to a non-residential project.
- (2) *Location.* Such temporary sign(s) shall be located on the premises where the project is located.
- (3) *Size.* For tracts of two acres or less, each sign shall not exceed 16 square feet (16 ft²) in sign area; for tracts of greater than two (2) acres, each sign shall not exceed 32 square feet (32 ft²) in sign area.
- (4) *Removal.* Signs must be removed within ten (10) days of the issuance of a certificate of completion or certificate of occupancy, whichever is sooner.
- (5) *Permits.* Required.

c. *Banners.*

- (1) *Allowed.* In lieu of using a portable sign as authorized by section 14, one on-premises banner sign may be displayed.
- (2) *Location.* On the property where the business is located; affixed to business structure and not above the roofline.
- (3) *Size.* The banner shall not exceed 32 square feet (32 ft²) in sign area.

- (4) *Permits. Required.*
 - (5) *Placement and removal.* The banner shall be placed no sooner than the begin date on the approved sign permit and shall be removed no later than the end date on the approved sign permit.
- d. *Residential real estate signs.*
- (1) *Subdivision, Builder, or Model Home signs.*
 - (a) *Allowed.* One sign is allowed per three hundred feet (300') of main street frontage. Signs on model home lots do not count against this limit.
 - (b) *Location.*
 - (i) A lot, tract, or reserve that is not intended for sale and the maintenance of which is the responsibility of the builder, developer, or homeowner association. Such signs are commonly located at the main or secondary entrance of a subdivision or other residential development.
 - (ii) A lot on which a model home is located.
 - (c) *Size.* Each sign not to exceed thirty-two square feet (32 ft²) in sign area.
 - (d) *Removal.* Such temporary real estate subdivision signs shall be removed 24 months from the date the permit is issued.
 - (e) *Permits. Required.*
 - (2) *Single-family units.*
 - (a) *Allowed.* One temporary sign allowed for each single-family dwelling unit or lot to give information concerning leasing, renting, or selling of a single-family unit or lot.
 - (b) *Location.* Such temporary sign may be located anywhere on the premises except as restricted by the zoning ordinance, provided that such sign may not project beyond the property line and is only for the property upon which such sign is erected.
 - (c) *Size.* Each temporary sign not exceeding six square feet (6 ft²) in sign area.
 - (d) *Removal.* Single-family residence signs shall be removed within ten (10) days of the unit or lot being leased, rented, or sold.

- (e) *Permits.* Not required.
- (3) *Multi-family units.*
- (a) *Allowed.* Two temporary signs shall be allowed for each complex to give information concerning leasing, renting, selling, or financing of the unit on the property upon which such sign is erected.
 - (b) *Location.* On the property where each complex is located.
 - (c) *Size.* Not to exceed six square feet (6 ft²) in sign area.
 - (d) *Removal.* Signs must be removed within ten (10) days after the date that the leasing, renting, selling, or financing of all the units in each complex occurs.
 - (e) *Permits.* Not required.
- (4) *Vacant acreage.*
- (a) *Allowed.* One temporary sign may be allowed for each street frontage advertising vacant acreage to give information concerning selling, leasing, or renting of the property.
 - (b) *Location.* On the property that is intended for sale, lease, or rent.
 - (c) *Size.* For vacant tracts of two acres or less, such sign shall not exceed 16 square feet (16 ft²) in sign area; for vacant tracts of greater than two acres, such sign shall not exceed thirty-two square feet (32 ft²) in sign area.
 - (d) *Removal.* Signs must be removed within ten (10) days after the date that the acreage is been sold, leased, or rented.
 - (e) *Permits.* Required.
- (5) *Temporary signs for new integrated business developments, shopping centers, office parks, and business parks.*
- (a) *Allowed.* One temporary sign for each street frontage of any new integrated business development, shopping center, office park, or business park to give information concerning leasing, renting, construction, financing or selling of such property upon which such sign is erected.
 - (b) *Location.* May be located at the entrance for the development.

- (c) *Size.* The sign area for such temporary sign shall not exceed thirty-two square feet (32 ft²).
- (d) *Removal.* Signs must be removed no later than twenty-four (24) months after the date the permit is issued.
- (e) *Permits.* Required.

e. *Temporary direction signs.*

- (1) *Allowed.* Temporary signs that direct the public to a special event of civic interest, such as parades, organized holiday festivities, or other special events which are conducted by and benefit charitable or nonprofit organizations. A maximum of up to two temporary direction signs are allowed per lot.
- (2) *Size.* Such signs shall not exceed thirty-two square feet (32 ft²) in area.
- (3) *Location.* Signs may be placed on private property with the permission of the property owner.
- (4) *Removal.* Such signs are erected only for a period not to exceed ten (10) days before and two (2) days after the event.
- (5) *Permits.* Not required under the following conditions: The event must be conducted by a charitable or nonprofit organization, all proceeds derived from such event will be used to further the purpose of said organization, and that the management and supervision of such event will be under the total control of the said organization. If all the above conditions are not met, a permit shall be required. The city shall contact event organizers when necessary to confirm that the event in question is charitable and/or nonprofit, consistent with the conditions herein.

f. *Temporary political signs.* Temporary political signs shall comply with the regulations set forth in Texas Local Election Code, Chapter 259. *Political Signs.*

- (1) *Private property.* No permit shall be required under this chapter for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner, provided that such sign:
 - (a) Does not have a surface area greater than thirty-six feet (36'), excluding the sign structure;
 - (b) Is not more than eight feet (8') high;
 - (c) Is not illuminated; and
 - (d) Has no moving elements.

- (2) As used in this subsection, "private real property" does not include real property subject to an easement or other encumbrance that allows the city to use the property for a public purpose.
- (3) Public property.
 - (a) Prohibited. Except as provided in subsection (b)(2) of this section, a sign that contains primarily a political message is prohibited on public property, including the rights-of-way.
 - (b) Exception. A sign that contains primarily a political message may be in a designated area at least one hundred feet (100') from the main entrance to a polling place during a voting period at such polling place. An area may be designated by the city manager when a city facility is used as a polling place or by an official of another governmental entity when such entity's facility is used as a polling place. As used in this subsection, "voting period" means the continuous period beginning on the date that the polls are open for voting and ending on the date when the polls at such location are closed or the last voter has voted, whichever is later.
- (4) Removal. The sign administrator may remove and dispose of any political sign placed on public property or within the public rights-of-way.
- (5) *Permits*. Not required.

g. *Garage sale signs.*

- (1) *Allowed*. Up to four signs can be posted no more than 24 hours before the sale begins.
- (2) *Location*. Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way.
- (3) *Size*. Each sign shall not exceed six square feet (6 ft²) in sign area.
- (4) *Removal*. Signs must be removed on the last day of the sale by day's end.
- (5) *Permits*. Not required.

h. *Open house signs.*

- (1) *Allowed*. Up to four signs for each open house. Once an open house has been held on a property, open house signs shall not be placed on the same property before the expiration of five (5) days from the removal of the signs for the previous open house.

- (2) *Location.* Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way.
- (3) *Size.* Each sign shall not exceed six square feet (6 ft²) in sign area.
- (4) *Removal.* Signs must be removed at the close of the open house.

i. *Temporary street banner signs.*

- (1) *Allowed.* Subject to the requirements of this section, charitable organizations and nonprofit organizations having a principal office in the city, Clear Creek Independent School District, and Friendswood Independent School District are allowed one temporary street banner sign during a calendar year to advertise an event to be held within the city limits and to which the general public is invited.
- (2) *Application.* A charitable and non-profit organization, or public school district located within the city limits desiring a temporary street banner sign shall make application for a license to the director of public works at least sixty (60) days in advance of the advertised event. Such application shall be made in writing and shall include the following:
 - (a) The name and address of the charitable and non-profit organization, or public school district located within the city's corporate limits conducting the public event as well as the name, address, phone number, and email address of the contact person for the application;
 - (b) The name, location, and dates of the event;
 - (c) The content of the temporary street banner sign;
 - (d) A copy of the signed permit or agreement from the state department of transportation for the temporary street banner sign;
 - (e) A license agreement, as prescribed by the city, for the temporary street banner sign, which agreement is executed by the charitable and non-profit organization, or public school district located within the city's corporate limits;
 - (f) A certificate of insurance issued by a company authorized to do business in the state naming the city, its officers, and employees as an additional insured and including a waiver of subrogation in favor of the city, in amounts of not less than the amounts printed in Appendix D to this Code;
 - (g) A copy of proof of non-profit organization;

- (h) A \$25 non-refundable application fee; and
 - (i) Such other information as may be requested by the director of public works.
- (3) **Materials.** All temporary street banner signs shall be constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner. The director of public works may promulgate additional standards as necessary to protect public health, safety, and welfare.
- (4) **Location.** Temporary street banner signs may only be erected in front of Stevenson Park and extend across Friendswood Drive from city designated poles.
- (5) **Size.** Each temporary street banner sign shall not exceed twenty-five feet (25') in width and no more than four feet (4') in height.
- (6) **Timing limitations.**
- (a) Except as provided in subsection 7 of this section, temporary street banner signs, other than the city's temporary street banner signs, may be erected for no more than seven (7) consecutive days.
 - (b) No temporary street banner signs, other than the city's temporary street banner signs, shall be permitted each year during the following periods:
 - (i) The months of November and December;
 - (ii) Between June 20 and July 14;
 - (iii) Between the commencement date of early voting for a general or special municipal election and seven (7) days after the date of such election or any runoff election resulting therefrom.
 - (c) No charitable and non-profit organization or public school district located within the city's corporate limits shall be granted more than one temporary street banner sign permit in any calendar year.
- (7) **Approval.** Temporary banner sign permits along with the city license agreement must be approved by the city manager. The license agreement may extend the period specified in subsection f for no more than seven (7) additional consecutive calendar days by the city council if the city council makes the following findings:
- (a) The length of the event and the expected attendance at the event justify an extension of the permit;
 - (b) The general purposes of this section are observed and maintained; and

- (c) The granting of such an extension will not be injurious to the public health, safety, or welfare.
- (8) *Fee.* If a permit application under this section is approved by the city manager, the permittee must pay the city \$100 prior to the erection of the banner to defray the city's cost.
- (9) *Revocation.* Notwithstanding anything in this code or in the license agreement to the contrary, the director of public works has the right, power, and authority to revoke a permit and terminate a license agreement if:
 - (a) the temporary street banner sign poses a risk to the public health, safety and welfare as determined by the director of public works;
 - (b) the city manager determines that the licensee has breached the license agreement; or
 - (c) the city council approves another temporary street banner sign that is to be on display after the period specified in subsection f.1 of this section but during an extension granted pursuant to subsection (7), and there is no other banner space available.

Secs. 16—20. Reserved.

Sec. 21. Permanent signs in residential districts.

- a. *Applicability.* This section shall apply to all residential districts as defined in the zoning ordinance as well as PUDs and SUPs with residential components.
- b. *Multifamily residential subdivisions.*
 - (1) For each multi-family residential subdivision, a maximum of two wall or monument signs with a combined total sign area not exceeding fifty square feet (50 ft²) shall be allowed.
 - (2) Allowed signs may be anywhere on the premises except as restricted by the zoning ordinance and this appendix. They may not project beyond any property line and, if ground-mounted, the top shall not be more than seven feet (7') over natural ground level.
- d. *Single-family residential subdivisions.* Each single-family residential subdivision is allowed one monument entrance identification sign at each entrance not to exceed fifty square feet (50 ft²). However, two signs with a maximum of thirty-two square feet (32 ft²)

each may be placed on opposite sides of the entrance in lieu of a single fifty-square-foot (50 ft²) sign. The top of such signs shall be not more than seven feet (7') over natural ground level. As part of one sign, a changeable copy area not exceeding six square feet (6 ft²) shall be allowed for the purpose of placing civic announcements by the homeowners' association.

Sec. 22. Permanent signs in nonresidential districts.

- a. *Applicability.* This section shall apply to all nonresidential districts as defined in the zoning ordinance as well as PUDs and SUPs with nonresidential components.
- b. *Wall signs.*
 - (1) Wall signs are allowed for each business establishment with an allowable total sign area of one and one-half square feet (1.5 ft²) for each linear foot of business frontage.
 - (2) Where two or more tenants utilize a common building, the total allowable wall sign area shall be equal to one and one-half square feet (1.5 ft²) for each linear foot of business frontage. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community development department for this type of project showing the exact size and location of each sign for this project.
 - (3) Each tenant's wall sign must be attached to that part of the building in which the tenant is located.
- c. *Monument signs.*
 - (1) *Individual monument sign.* One monument sign is allowed for each business establishment, with an allowable sign area of fifty square feet (50 ft²). The highest part of any such sign or structure shall not be greater than seven feet (7') above the highest finished grade at the front property line. Monument signs must be permitted separately from the building permit.
 - (2) *Multi-tenant monument sign.* Where two or more tenants make up a business establishment, they shall collectively be entitled to one monument sign that would be authorized for said business establishment. The total sign area shall not exceed fifty square feet (50 ft²) plus ten square feet (10 ft²) for each tenant in the complex up to a maximum of one hundred square feet (100 ft²). The highest part of any such sign or structure shall not be greater than seven feet (7') above the highest finished grade at the front property line. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community development department for this type of project showing the exact size and location of each sign for this project.

- (3) *Shared monument sign.* Business establishments on contiguous lots may utilize one common monument sign. Such sign shall be placed on either of the contiguous lots and sign dimensions and requirements will be the same as a multi-tenant monument sign.
 - (4) *Changeable copy signage.* Up to twenty-five square feet (25 ft²) of the allowable monument sign area may be used for changeable copy signage.
 - (5) *Second monument sign.* A second monument sign is allowed for business establishments with buildings consisting of forty thousand square feet (40,000 ft²) or more. Consideration and approval of a second monument sign shall be based on the square footage of buildings shown on an approved site plan for the entire business establishment. The second monument sign may be constructed as part of the initial site construction but shall not be advertised on until the square footage of the structures constructed on-site exceeds forty thousand square feet (40,000 ft²). The second monument sign must be permitted separately.
- d. *Option for directory sign in office park district (OPD) and business park districts (BP).*
 - (1) One monument sign for the sole purpose of uniformly listing the names of the tenants is allowed for each building in which there are multiple tenants in the office complex if the complex chooses not to use wall signs.
 - (2) The total sign area of such sign shall not exceed 240 square inches per tenant.
 - (3) Such signs shall not exceed five feet (5') in height and shall be located within twenty feet (20') of the building.
 - e. *Fast-food/drive-through menu boards.* Menu reader boards for fast-food/drive-through restaurants shall not be considered as a ground sign if such menu board is screened from adjacent buildings or structures. Landscaping shall be required around menu boards to screen to the degree reasonably possible such menu board from abutting properties.
 - f. *Off-premises directional signs.* Off-premises directional signs of up to a maximum of four-square feet (4 ft²) are allowed if the property on which the sign is located and the property which is described in the sign are contiguous. The permit application shall be signed by both property owners.
 - g. *Fuel canopy signs.* Fuel canopy signs are allowed for each gasoline station with an allowable total sign area of 0.5 square feet for each linear foot of canopy measured along the shortest side of the canopy.

Sec. 23. Reserved.

Sec. 24. Signs on vehicles.

- a. No type of vehicle, including, but not limited to, cars, trucks, motor-driven cycles, or vehicles built of miscellaneous parts of other vehicles, such as sand or dune buggies, and no type of trailer, boat, or other similar type of property shall be placed on private property within the city for the purpose of advertising such item for rent, sale, or lease unless such property is on the premises where the owner of such property advertised for sale or lease resides or conducts business or is on the premises of a business establishment engaged in the rental, sale, or lease of such property.
- b. A motor vehicle not used on a regular basis for the transportation of persons or property, or that is inoperable, shall not be parked or stored with one or more signs displayed thereon or otherwise used as a substitute sign structure.
- c. Any vehicle containing advertising must be parked in an approved parking space and shall not be parked for a continuous period exceeding 72 hours. Any such vehicle is prohibited from otherwise being parked upon any public rights-of-way, including, but not limited to, public sidewalks, streets, alleys, or other public property, with one or more signs displayed thereon or otherwise used as a substitute sign structure.

Sec. 25. Nonconforming signs.

- a. *Definition.* A nonconforming sign shall be any sign that does not comply with the requirements of this appendix, and which was in existence prior to the effective date of the enabling ordinance, whether permitted or not by the city's building division.
 - (1) It is the intent of this appendix to permit those nonconforming signs to continue until they are removed, but not to encourage their survival.
 - (2) A sign permit issued by the city's building division is required for any repair work to be performed under this subsection.
- b. *Exemptions.* Signs
 - (1) Signs lawfully in place on October 2, 2023, the effective date of these requirements.
 - (2) Sign associated with an issued Certificate of lawful nonconformity issued by the city's building division for existing lawfully nonconforming signs in 2008.

- c. *Repair, appearance, and alteration.* Nonconforming signs, and any part thereof, shall be kept in good repair, as to structure, electrical and appearance components, and no structural alterations of any kind shall be made thereto that increases the existing extent of nonconformity. A nonconforming sign may have its message changed, face replaced, or be illuminated internally or externally if the existing extent of nonconformity is not increased.
- d. *Replacement.* If a nonconforming sign or sign structure, or a substantial part of it, is damaged, destroyed, or dismantled for any purpose (other than maintenance operations or for changing the letters, symbols, or other matter on the sign), in an amount more than 60 percent of the cost of erecting a new sign of the same type at the same location, the sign and any sign structure shall be replaced with a new sign conforming to the requirements of this appendix.
- e. *Removal.* Obsolete signs shall be removed or brought into compliance with the other provisions of this appendix, not later than the first anniversary date that the sign, or any part thereof, first became obsolete. If the premises upon which the obsolete sign, or any part thereof, is leased, then the obsolete sign, or any part thereof, shall be removed or brought into compliance with the other provisions of this appendix, not later than the second anniversary date that the sign, or any part thereof, becomes obsolete, as established by the date of the tenant most recently ceasing to operate on the premises after the effective date of the enabling ordinance. These provisions are in accordance with the provisions of V.T.C.A., [Local Government Code] § 216.003(e) and (f).
 - (1) If the owner fails to remove or render blank the sign within the prescribed time, the sign administrator shall notify the owner by certified mail to correct the violation within ten (10) days after receipt of notification of violation. If the owner does not correct the violation, the sign administrator may remove the sign at the property owner's expense.
 - (2) An obsolete business may be determined by disconnection of water, sewer, power, postal service, or any other indicators of vacancy.
- f. *Conversion of existing billboards to changeable electronic variable message signs (CEVMS).*
 - (1) The overall size, height, location, and number of support poles used to support the sign structure of the existing billboard shall not be altered.
 - (2) Electrical service to the sign must be underground from the property line to the sign.
 - (3) Each message on an electronic sign shall be displayed for at least eight seconds, and a change of message shall be accomplished within two seconds.
 - (4) A change of message must occur simultaneously on the entire sign face.

- (5) No flashing, dimming, or brightening of the message is permitted except to accommodate changes of messages.
- (6) *Malfunction.* CEVMS sign operators must respond to a malfunction or safety issue within one hour after notification and must remedy that malfunction or safety issue within 12 hours after notification. In case of a sign malfunction, the digital display must freeze until the malfunction is remedied.
- (7) *Display of emergency information.* The city may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed on digital display signs. Upon notification, the sign operators shall display amber alerts, silver alerts, information regarding terrorist attacks, natural disasters, and other emergency situations in appropriate sign rotations. Emergency information messages must remain in rotation according to the issuing agency's protocols.
- (8) *Public service announcements.* Companies shall permit the city to place one public service announcement on each of the digital billboards for up to the equivalent time of an eight-week period for each year; provided, however, that such public service announcements shall consist of one slot of at least eight seconds in the standard rotation utilized by the advertising company on the applicable digital billboards.
 - (a) Public service announcements shall be limited to city-sponsored event announcements and city-related public health, safety, and welfare announcements. The city shall be responsible for:
 - (i) Providing the company with its public service announcements, which may be updated by the city at any time; and
 - (ii) Any costs associated with providing the company with the artwork in an acceptable format.
 - (b) The public service announcements must be submitted to the company at least five (5) business days before the proposed display date. Content of public service announcements shall be determined in the sole discretion of the city. In addition:
 - (i) The company shall provide use of the advertising space on the digital billboards, as reasonably necessary for emergency broadcasts, amber alerts, and silver alerts; and
 - (ii) The company and city will work cooperatively and in good faith for the city to place additional city-related public service announcements on a space availability basis.

- (9) The sign owner shall provide to the department contact information for a person who is available to be contacted at any time, and who is able to turn off the electronic sign promptly after a malfunction occurs.
- (10) If the city finds that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within 12 hours of a request by the city, shall reduce the intensity of the sign to an acceptable level.
- (11) The sign owner or its designated contractor shall obtain permits and comply with adopted codes, including building and electrical codes.

Sec. 26. Exceptions and exemptions.

The following described signs are exempt from the provisions of this appendix except for sections 5 through 13 inclusive:

- a. Professional nameplates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building, and not exceeding two square feet (2 ft²) in area.
- b. Identification nameplates or signs on apartment houses, boardinghouses or rooming houses, or similar uses, not exceeding two square feet (2 ft²) in area.
- c. One nameplate denoting only the name of the occupants of a dwelling, and not exceeding two square feet (2 ft²) in area nor located closer than three feet (3') to the property line.
- d. Memorial and/or historical signs as designated by federal, state, or local governments.
- e. Traffic or other municipal signs, legal notices, or danger signs by federal, state, or local governments.
- f. Warning signs or trespassing signs on private property, not exceeding two square feet (2 ft²) in area.
- g. Signs required by any law or regulation of the federal, state, or local governments.
- h. On-premises directional signs for setting forth the location of or directions to parking or buildings located on the premises, warning of on-premises obstacles or overhead clearances, or regulating the flow of on-premises traffic, including entrance and exit signs. Such signs may be lighted, consistent with other requirements for sign lighting, and not exceeding two square feet (2 ft²) in area, provided such sign is not prohibited or further regulated by any other ordinance of the city.

- i. Street banners erected by the city advertising a bona fide public event such as legal holidays, nonpolitical election instructions, and similar occasions.
- j. Civic and religious organization signs. The city council may erect, or approve and permit to be erected, entrance signs at or near the city limits for the benefit of visitors, on which may be listed institutional names, religious organizations, and points of interest. Civic organizations and religious organizations may be permitted to place their insignias thereon. In addition, each institution may erect a maximum of four off-premises directional signs, with permission of the property owner, if each sign does not exceed four square feet (4').
- k. Signs on motor vehicles, as such term "motor vehicle" is defined in Vernon's Tex. Transportation Code Ann. § 541.201(11) (V.T.C.A., Transportation Code § 541.201(11)), as amended, when the primary use of such motor vehicle is the transportation of persons or property; is not parked or located for the primary purpose of displaying the sign, and is not parked on a site for a continuous period exceeding 72 hours.
- l. Flags of the United States, the state, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on residential property with the consent of the owner.
- m. Company flags displaying only a company logo, provided such flag is affixed to a flagpole and the length of flag does not exceed one-quarter of the height of the flagpole.
- n. Decorations for stores, storefronts, and yards from November 20 through January 10 of each year commemorating the holiday season and from June 27 through July 7 of each year commemorating Independence Day.
- o. Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way, by use of a trademark or logo, advertising campaign link, or other business activity.
- p. Signs containing noncommercial messages or messages otherwise protected by the constitutions of the United States or the state; provided, however, that there shall be no more than four such signs on any one property and the total square footage of all such signs shall not exceed thirty-six square feet (36 ft²).
- q. *Automated teller machine (ATM) signage.* Signage on the cabinet, such as a graphic wrap, or directional signs to an automated teller machine.

Sec. 27. Variances.

A variance may be authorized by the zoning board of adjustment under this appendix only for height of sign and setback of signs and sign structures. Further, it is the purpose and intent of

the city council that no variance is granted under the terms of this appendix unless undue hardship will result therefrom. Undue hardship shall mean that strict application of the requirements hereof relating to height and setback of signs and sign structures shall deprive the applicant of reasonable use of his property.

Sec. 28. Appeals.

- a. All appeals to the zoning board of adjustment 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 sign administrator; 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 sign administrator.
- 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 or the provisions of the code do not fully apply.
- c. The sign administrator shall take prompt action in accordance with the decision of the zoning board of adjustment.
- d. During the pendency of any appeal to the zoning board of adjustment, the ruling of the sign administrator shall be in full force and effect.

Section 3. That a person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each day of violation shall constitute a separate offense.

Section 4. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares

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

Section 6. That the City Secretary shall give notice of the passage of this ordinance by causing the caption of this ordinance to be published in the official newspaper of the City. This ordinance shall become effective upon such publication; provided however, for areas outside the Downtown District, Section 9, subsection (m) of the Friendswood City Code, as amended hereinabove, shall become effective ninety (90) days thereafter.

PASSED and APPROVED on first reading by the affirmative vote of the City Council this 11th day of September, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading by the affirmative vote of the City Council this 2nd day of October, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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Appendix A SIGNS¹

Sec. 1. Definitions.

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

For the purposes of this Appendix A to subsection K of section 8 of Ordinance No. 84-15 as created by Ordinance No. 91-15 ("Appendix"), the following definitions shall apply:

Animated sign means a sign that uses movement to depict action or create a special effect or scene, or contains visible moving or rotating parts.

Awning means a shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework.

Banner sign means a temporary sign made of fabric or other non-rigid material that is fire-retardant.

Billboard means any sign containing a commercial or noncommercial message that directs attention to a business establishment, commodity, service, or entertainment conducted, sold, or offered elsewhere than on the premises where such sign appears. If such business establishment, commodity, service, or entertainment is merely incidental to the use of such property where such sign appears, such sign shall be deemed a billboard.

Business establishment means a project or undertaking that involves the use of one lot with buildings or structures, permanent or temporary, for the primary purpose of conducting on said lot a commercial enterprise, or other nonresidential use, in compliance with all ordinances and regulations of the city. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for the purposes of this appendix.

Business frontage means the side of a building that contains the primary entrance of the building.

Business ~~P~~park means business establishments located in a business park zoning district (per Appendix C zoning ordinance).

Changeable copy sign ~~(automatic)~~ means a sign on which the copy changes either automatically, such as by electrical or electronic time and temperature units or.

~~Changeable copy sign (manual)~~ means ~~a sign on which copy is changed~~ manually in the field, such as reader boards with changeable letters.

¹Editor's note(s)—Printed herein are the sign regulations, as adopted by Ord. No. 98-29 on Sept. 28, 1998, which amended Ord. No. 84-15, the zoning ordinance (Appendix C hereof). Ord. No. 98-29, § 1, adopted Sept. 28, 1998, repealed Appendix A, Signs, in its entirety and replaced it with a new Appendix A. Former Appendix A derived from Ord. No. 91-15, adopted June 17, 1991. Amendments to Ord. No. 98-29 are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance.

State law reference(s)—Restriction on signs advertising tobacco products, V.T.C.A., Health and Safety Code § 161.122; regulation of signs by home-rule municipality, V.T.C.A., Local Government Code § 216.901; regulation of political signs by municipality, V.T.C.A., Local Government Code § 216.903.

Changeable electronic variable message sign (CEVMS) means a sign that permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. The term "CEVMS" does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the manual on uniform traffic control devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.

Civic sign means a sign that identifies a nonprofit institution or organization ~~that contains:~~

- ~~(1) —The name of the institution or organization;~~
- ~~(2) —The name of the person connected with it; and/or~~
- ~~(3) —Greetings, announcements of events or activities occurring at the institution, or similar message.~~

Commercial message means a message that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity that is conducted for profit by a person or entity in business for profit.

Development means:

- (1) A single lot (as defined in this section) with multiple buildings on it with said buildings not intended for sale but which may be leased, or square footage sold, on a condominium basis; or
- (2) An assemblage of multiple lots within a common plat boundary with multiple buildings on it with said buildings intended for sale, lease, or sale on a condominium basis, and which in either case makes up one business establishment or industrial complex.

Directory sign means a sign for the purpose of uniformly listing the names of tenants in an office park or business park.

Double-faced sign means a single sign with two parallel sign faces back-to-back.

Finished grade shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the natural grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the site for any other purpose, shall not be finished grade for the purpose of measuring height.

Fire-retardant means not capable of supporting combustion or flame.

Flag banner means a sign made of non-rigid material attached to the ground and supported on a horizontal, rigid pole, but does not include a flag; also known as a teardrop banner, feather banner, or feather flag.

Flagpole means a free-standing structure permanently mounted on the ground and designed and constructed for the purpose of hanging flags.

Flashing sign means a sign that contains an intermittent or sequential flashing light source used primarily to attract attention, but not including changeable copy signs, animated signs, or signs which, through reflection or other means, create an illusion of flashing or intermittent light.

Garage sale means the sale of items that a resident or group of residents wish to dispose of at discount prices, conducted from a garage and/or yard, and which items offered for sale are used or discarded by, or from those residents offering them for sale.

Grand opening means the formal offering by a new business of its goods, wares, merchandise, service, entertainment, or activity.

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Ground sign means any sign mounted on the ground or supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building, including changeable copy signs.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person; and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign that carries only the firm, business establishment, or corporate name, the major enterprise on the premises, or the principal products offered for sale on the premises.

Integrated business development means a development consisting of two or more interrelated business establishments using common driveways and onsite parking facilities, including, but not limited to, shopping centers, office complexes, office buildings, and business parks.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement; and which is:

- (1) Designated as a distinct and separate tract; and
- (2) Identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Master sign plan means a plan depicting the location, size, height, and materials of all signs to be placed on a building and on the site.

Monument sign means a sign not more than seven feet in height from natural ground level to the highest portion of the sign, designed and constructed to substantially appear as a solid ~~mass, such as a~~ block, rectangle, or square, ~~and supported by an integral structural framework.~~

Multi-faced sign means a single sign with two or more faces, which are not parallel or back-to-back.

Natural grade means the natural ground adjacent to the slab at its centerline paralleling the front of the structure. Natural ground is assumed to be the ground surface existing prior to placement of the building pad.

New business means a business new to the premises on which it is located, a business having a change in ownership of 50 percent or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use, in building floor square footage, by 50 percent or more.

Noncommercial message means any message other than a commercial message.

Nonconforming sign means a sign ~~lawfully~~ erected and maintained prior to the adoption of the ordinance from which this appendix is derived, or any applicable amendment thereto, that does not conform with the requirements hereof.

Nonresidential district means any district that is not a residential district.

Obsolete sign means any on-premises sign, or any part thereof, which identifies or advertises a business, person, product, accommodation, service, or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Off-premises sign means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Office complex means one or more commercial buildings with multiple business establishments providing services but not delivering products directly to customers; and consisting of two or more tenants using common driveways.

Office Park means business establishments located in an office park zoning district (per Appendix C zoning ordinance.)

On-premises sign means a sign identifying or advertising a business, person, activity, goods, products, or services, located on the premises where the sign is located.

Open house means a designated period ~~of time~~ during which a property is open for viewing by prospective purchasers.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure. A portable sign which has its wheels removed shall still be considered a portable sign hereunder.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Reader panel/reader board means a permanently constructed changeable copy bulletin board lighted or unlighted with detachable precut letters and figures.

Residential district means those districts zoned single-family residential dwelling district (SFR), single-family residential dwelling district - estate (SFR-E), multi-family residential dwelling district - low (MFR-L), multi-family residential dwelling district - medium (MFR-M), multi-family residential dwelling district - high (MFR-H), ~~multi-family residential dwelling district~~—garden home district (~~MFR~~-GHD), and mobile home residential dwelling district (MHR) in the zoning ordinance of the city, contained in Appendix C to this Code.

Roofline means the height above finished grade of the upper beam, rafter, ridge, or purlin of any building.

Sign means any structure, part thereof, or device or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee, or similar appendage, or permanently affixed to the glass on the outside of the building or structure, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction, warning, or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business establishment, profession, enterprise, industry, activity, or any combination thereof; where the term "sign" is used herein without further modification, the same shall be understood to embrace all regulated signs and replicas.

~~*Sign area* means the total square footage of all sign facing, including that portion of the supporting structure or trim which carries any wording, symbols, or pictures; provided, however, in the case of double-faced signs, only one face shall be computed to determine sign area; provided further, however, in the case of multi-faced signs, all faces shall be computed to determine sign area.~~

~~*Sign facing* means the facing of any sign upon, against, or through which the message is displayed or illustrated; provided, however, for signs in which the words, letters, or symbols are independently mounted, the sign facing shall mean the smallest regular geometric form containing all of the individual words, letters, and symbols. Size of the sign shall be determined by the lettering; provided, however, if there is background in addition to the lettering, background material shall be included if the background is uniquely associated with the letters.~~

Snipe sign means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles, or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.

Street banner means a sign constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner.

Temporary sign means any sign constructed of materials with short life expectancies. A portable sign shall not be considered a temporary sign.

Vision triangle means an unoccupied triangular space at the street corner of a corner lot. The triangle is formed by connecting the point where each right of way line intersects, and two points located twenty-five (25) feet along each right of way line.

Wall sign means a sign, either of solid face construction or individual letters, symbols, or pictures, which is attached to the exterior of any building or structure.

(Ord. No. 2002-2, § 1, 1-21-2002; Ord. No. 2005-08, § 1, 3-21-2005; Ord. No. 2008-11, § 1, 5-19-2008; Ord. No. 2008-14, § 1, 6-2-2008; Ord. No. 2008-17, § 1, 7-21-2008; Ord. No. 2010-40, § 1, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 2. Administration

- a. *Sign Administrator.* The community development director or their designee shall be the sign administrator charged with administering and enforcing the terms and conditions of this chapter and all other provisions of laws relating to signs. The sign administrator is empowered to delegate the duties and powers granted to and imposed upon him by this chapter to other persons serving under the sign administrator.
- b. *Enforcement responsibility.* The duties of the sign administrator shall include not only the issuance of permits as required by this chapter, but also the responsibility of ensuring that all signs comply with this chapter and any other applicable laws and that every sign for which a permit is required does in fact have a permit.

Permits.

- c.a. *Sign permits.* It shall be unlawful for any person, unless provided otherwise in this appendix, to erect, structurally alter, relocate, lease, rent, or own any sign within the city without first obtaining a permit for such sign.
- (1) *Application.* All applications for sign permits shall be accompanied by a plan or plans drawn to a standard architectural or engineering scale which shall include the following:
- (a) The dimensions of the sign and, where applicable, the dimensions of the surface of the building to which it is to be attached.
 - (b) The dimensions of the sign's supporting members.
 - (c) The maximum and minimum height of the sign.
 - (d) The proposed location of the sign in relation to all buildings on the premises where the sign is to be located.
 - (e) The proposed location of the sign in relation to the boundaries of the premises upon which it is to be situated.
 - (f) The location of all electrical transmission lines within 30 feet of any part of such proposed sign structure.
 - (g) Each permit application shall be signed by the property owner, or his agent, and the sign installer.
- (2) *Issuance.* Upon the filing of an application for a sign permit, the plans, specifications, and other data shall be examined by the community development division. If it appears that such proposed sign is in compliance with the requirements of this appendix and other laws of the city, and the applicant being in compliance with all building ordinances of the city and other permits issued by the city, the community development division shall issue the applicant a permit for such sign. Such sign shall

thereafter be constructed in accordance with the plans, specifications and other data submitted to the community development division.

- (3) Revocation. The sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or on the basis of ~~an~~ incorrect or false information supplied, or whenever such permit is issued in violation of any local, state, or federal regulations. Notice of suspension or revocation shall be issued to the permit holder, owner of the sign, or owner of the subject property in writing.

d. Fees.

- (1) Required. Fees for the permits required under this division shall be paid to the community development department as established in Appendix D, Fees.
- (2) Refund. The applicant for a permit or holder of a permit shall not be entitled to a refund of any fee paid if the permit is revoked.
- (3) Work without permit. Work started without a permit shall be double the permit fee.

e. Inspections. The sign administrator shall make such inspections as may be necessary and shall initiate appropriate action to bring about compliance with this chapter and other applicable law if such inspection discloses any instance of noncompliance. The sign administrator shall investigate thoroughly any complaints of alleged violations of this chapter.

f. Exceptions. A permit shall not be required for the following:

- (1) The electrical, repainting, or cleaning maintenance of a sign.
- (2) The changing of the message of a changeable copy sign.
- (3) ~~Temporary Residential~~ real estate ~~subdivision~~ signs for single-family units pursuant to section 15.3.b.d.(2).
- (4) ~~Temporary Residential~~ real estate signs for multi-family units pursuant to section 15.3.d.d.(3).
- (5) Temporary direction signs pursuant to section 15.4e.
- (6) Temporary political signs pursuant to section 15.5f.
- (7) Garage sale signs pursuant to section 15.6g.
- (8) Open house signs pursuant to section 15.7h.

g. Stop orders. The issuance of a permit under this appendix shall not constitute a waiver of this appendix or other ordinances of the city. The ~~community development divisions~~sign administrator is authorized to issue stop orders for any sign which is being constructed or used in violation of this appendix or any other ordinance of the city.

(Ord. No. 2005-08, § 2, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 3. Violations are prohibited.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own within the city any sign not expressly exempted from regulation by this appendix without first satisfying the requirements of this appendix.
- b. It shall be unlawful for any person to violate any provision of this appendix.

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- c. The violation of any provision of this appendix shall constitute a misdemeanor. The imposing of any penalty under this subsection shall not prevent the enforced removal and abatement by the city of any prohibited condition.
- d. Any person found to have violated any provision of this appendix shall, in addition to any fine imposed under this section, reimburse the city for any of its costs and expenses, direct or indirect, including removal of the violating sign, attorney's fees, and employee wages and salaries, incurred in enforcing this appendix against such person.
- e. The community development department sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or based on incorrect or false information supplied, or whenever such permit is issued in violation of any of the provisions of this ordinance or any other ordinance of this City or laws of this state or the federal government. Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the site upon which the sign is located. Upon such revocation, all construction related to the revoked permit shall cease.
- Upon final determination that the revocation of the permit is properly revoked, any portion of the sign in place because of the permit shall be removed within 10 days by the owner of the sign or the owner of the site on which the sign is located. Failure to remove the sign shall be deemed a violation of this ordinance.
- f. The community development department sign administrator may periodically inspect each sign regulated by this ordinance for the purpose of ascertaining whether the same is obsolete and whether it needs removal or repair.
- g. Whenever any work for which a permit is required by this ordinance has been commenced or completed without first obtaining a permit, an investigation may be made before a permit may be issued for such work.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 4. Maintenance.

All signs and sign structures shall be kept in good repair and neat in appearance, including replacement of defective parts, painting, repainting, and cleaning.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 5. Projection of signs.

- a. No sign or any portion thereof shall project or extend over any public sidewalk, street, alley, or other public property. A supporting member of a sign shall be located at least three feet from the property line of the property upon which it is situated.
- b. Signs projecting more than 18 inches from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight feet above the pavement of finished grade.
- c. No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the lowest highest uniform roofline or parapet of such building, whichever is higher.

(Ord. No. 2014-38, § 1, 1-5-2015)

(Supp. No. 4, Update 2)

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Sec. 6. Structural requirements.

- a. *Compliance with building code.* All signs and sign structures shall comply with the pertinent requirements of the building codes of the city, including, but not limited to, all structural, electrical, and windstorm requirements.
- b. *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of eight feet vertically and eight feet horizontally from any transmission line carrying 750 volts or greater.
- c. *Wiring.* Any wiring to an energized sign shall be installed underground, except where impractical or infeasible, as determined by the building official, and in such instances shall be at least 14 feet above ground level.

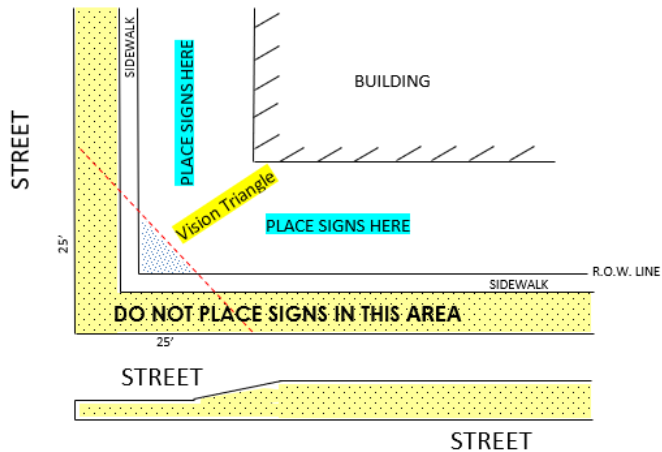
(Ord. No. 2005-08, § 3, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 7. ~~Reserved.~~Measurement standards.

- a. Sign face area shall be measured as the smallest area enclosed by straight lines drawn to the extremities of the letters, numbers, recognizable symbols, and trademarks; provided, however, if there is background in addition to the lettering, background material shall be included if the background is uniquely associated with the letters.
- b. Sign height shall be measured from finished grade level to the top of the sign structure and shall not exceed 7 feet. Sign pads shall not be mounded to achieve additional height.
- c. Double-faced sign area shall be calculated only on one side of the sign.
- d. Awnings. The portion of an awning that contains graphics, symbols and/or written copy shall be included as part of the aggregate sign area calculation.
- e. Business frontage shall be measured by the horizontal width of a tenant's building or lease space, where the front entrance is located. When two or more entrances are utilized on separate sides of a building, the entrance where the tenant is addressed shall apply.

Sec. 8. Traffic hazards.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own any sign in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color, or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device; nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, distract or confuse vehicular or pedestrian traffic.
- b. The chief of police of the city, or his duly qualified representative, shall be the sole judge of a violation under this section.
- c. Attaching, placing, affixing, or leaning any material onto, painting over, changing the wording of, or covering a traffic sign (regulatory or informational) shall be prohibited.
- d. Signs shall not be placed within the vision triangle.



(Ord. No. 2005-08, § 5, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 9. Prohibited signs.

Signs of the following nature are expressly prohibited unless specifically authorized by this appendix:

- a. Billboards, including, but not limited to, new off-premises, [changeable electronic variable message signs \(CEVMSs\)](#). Exception: existing billboards may be converted to CEVMSs, provided that they meet the requirements in section 26.f.
- b. Signs that contain statements, words, or pictures of an obscene, indecent, or immoral character as will offend public morals or decency.
- c. Obsolete signs.
- d. Animated signs.
- e. Signs that contain or have attached thereto banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, flash tags or other similar devices.
- f. Signs attached to exposed amenities, such as benches or trash containers.
- g. Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such a manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- h. Snipe signs.
- i. Signs placed on the side or rear of any building or property when such sign faces upon a contiguous residential area.
- j. Signs placed on private property without the consent of the owner of the property.
- k. Flashing signs.
- l. Ground signs, except monument signs.

(Supp. No. 4, Update 2)

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- m. ~~In the Downtown District Boundary, Miniature~~ mini, Christmas, rope string lights, exposed LED storefront lights, or other similar lighting in or framing windows (interior or exterior), including attached to the window frames ~~with the exception of except for holiday~~ lighting from November 15 to January 15.

n. Flag banners.

o. Inflatable signs and tethered balloons greater than 18 inches in diameter.

(Ord. No. 2005-08, § 6, 3-21-2005; Ord. No. 2008-17, § 2, 7-21-2008; Ord. No. 2014-38, § 1, 1-5-2015; Ord. No. 2017-22, § 1, 9-11-2017; Ord. No. 2019-20, § 2, 6-3-2019)

Sec. 10. Signs on public property.

- a. *Signs on public property.* It shall be unlawful to place a sign in or upon any public property, including, but not limited to, a public street, sidewalk, right-of-way, easement, curb, grounds, bridge, or building, unless express consent therefor shall have been first granted by the city council. This subsection shall not apply to signs required to be placed by a public employee in the regular course and scope of his employment.
- b. *Impoundment.*
- (1) Any sign in violation of subsection a of this section may be removed without notice to the owner thereof. Employees of the police department, the department of public works, and community development are hereby authorized to remove any such signs and transport or cause the same to be transported to a location to be designated by the community development division. Snipe signs may be discarded immediately. The custodian of the storage area shall maintain records of where such signs were located when they were so removed and the date on which they were so removed and, except for snipe signs, shall hold the same in the storage area for a period of not less than 30 days.
 - (2) Any sign so held may be redeemed by the owner thereof upon the payment of a fee to the city set by resolution and printed in Appendix D to this Code. Such fee shall be in addition to and not in lieu of any fine imposed upon such owner for violation of this subsection. Any sign impounded and stored and not redeemed by the owner thereof within 30 days may be disposed of or sold at public auction in the same manner as surplus property of the city.
- c. *Exceptions.*
- (1) *Public athletic facilities.* Public athletic facilities may have signs attached to fences surrounding such facility to give public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.
 - (2) *Public and private parks.* Public and private parks may have signs to give information and/or regulations concerning park use.

(Ord. No. 2005-08, § 7, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 11. Painted signs.

Painted signs shall be on permanently weatherproofed materials, and all sign surfaces shall be painted or treated with weatherproofed materials.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 12. Changeable copy signs.

- a. *Residential districts.* A changeable copy sign, such as a reader board, may be integrated into the allowable sign so long as the total area of the changeable copy message does not exceed six square feet of the sign area, subject to the restrictions set forth in subsection c of this section.
- b. *Nonresidential districts, and ~~churches-religious organizations~~ and schools in residential districts.* A changeable copy sign, such as a reader board, may be integrated into a permanent monument sign so long as the total area of the changeable copy message is limited to a maximum of 25 square feet of the sign area, subject to the restrictions set forth in subsection c of this section.
- c. *Restrictions.* All changeable copy signs shall be subject to the following restrictions:
 - (1) The message conveyed by the sign face shall not blink, flash, scroll or be so animated as to be deemed a distraction to passing motorists.
 - (2) ~~Reserved.~~
 - (3) ~~All changeable copy sign faces shall be limited to a maximum of 25 square feet in sign area, or the maximum size of the type of permanent sign on which the face is placed, whichever is less.~~

(Ord. No. 2005-08, § 8, 3-21-2005; Ord. No. 2007-17, § 1, 10-15-2007; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 13. Illumination of signs.

- a. ~~It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own any sign which creates glare (as that term may otherwise be defined in the zoning ordinance of the city) upon a public street, alley, driveway, parking area, sidewalk, or adjacent property.~~
- b. ~~Signs may be illuminated from an independent artificial source provided such illumination is concentrated upon the area of the sign only, and does not cause glare (as that term may otherwise be defined in the zoning ordinance of the city) upon any public street, alley, driveway, parking area, sidewalk, or adjacent property.~~
- a. A conforming sign may be illuminated but only by:
 - (1) Upward lighting of no more than 4 bulbs per direction of the sign face or faces of the structure; or
 - (2) Downward lighting of no more than 4 bulbs per direction of the sign face or faces of the structure.
- b. Lights that are a part of or illuminate a sign:
 - (1) Must be shielded, directed, and positioned to prevent beams or rays of light from being directed at any portion of the traveled ways of a regulated roadway public or private street;
 - (2) May not be of such intensity or brilliance as to cause vision impairment of a driver of any motor vehicle on a regulated highway public or private street or otherwise interfere with the driver's operation of a motor vehicle;
 - (3) May not obscure or interfere with the effectiveness of an official traffic sign, device, or signal; and
 - (4) Shall be shielded to prevent the source of lighting from being directly visible from residential property.
- c. Awnings shall not be backlit. Any down lit awning shall be opaque. ~~The portion of an awning that contains graphics, symbols and/or written copy shall be included as part of the aggregate sign area calculation.~~
- d. All wiring to monument signs shall be installed underground.

(Ord. No. 2005-08, § 9, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 14. Portable signs.

- a. Grand Opening. One ~~on-premises~~ portable sign, ~~not exceeding 32 square feet in sign area,~~ may be displayed by a new business enterprise to give notice of its grand opening for a period not to exceed ~~14-30~~ consecutive days ~~from the date the Certificate of Occupancy is issued.~~
- b. Allowed. One portable sign, ~~not exceeding 32 square feet in sign area,~~ may be displayed on nonresidential property, in addition to that allowed for grand openings, for 21 days during any calendar year; ~~provided, however, use of any such portable sign shall be in increments of not less than seven consecutive days.~~
- c. Size. The portable sign shall not exceed 32 square feet in sign area.
- d. Location. Signs shall be placed no closer than three feet from the edge of the property and/or any sidewalk; in no case shall the sign be placed in a state or city right-of-way or street median.
- e. Permits. Required.
- ef. Limit.
 - (1) If a changeable copy sign is located on the property, a portable sign is not permitted.
- d. (2) No more than one portable sign shall be displayed on any one nonresidential property at a time.
- eg. Handheld signs that include a commercial message are prohibited upon any public rights-of-way, including, but not limited to, any public sidewalk, street, alley, or other public property.
- fh. Handheld signs that are on private property, but are visible from a street or roadway, are permitted where an applicant satisfied the following:
 - (1) Size. Sign size does not exceed four square feet.
 - (2) Permits. Required.
 - (3) Location. May be located where the applicant has legal permission to display the sign. If the applicant does not own or lease the private property upon which the handheld sign will be displayed, applicant must provide a letter of approval from the property owner where the sign will be displayed.
- gi. Regulations involving handheld signs on private property do not apply to political signs that are otherwise compliant with this appendix and V.T.C.A., Local Government Code ~~ch.Ch.~~ 216.

(Ord. No. 2005-08, § 10, 3-21-2005; Ord. No. 2010-40, § 2, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 15. Temporary signs.

Sec. ~~15.1a.~~ Generally.

- a. (1) Contractors may place a sign on property where actual construction (landscaping, roofing, pool, etc.) is taking place, unless otherwise regulated by section b. below. Such sign may be placed on such property for the duration of construction plus ten days, shall not exceed six square feet in sign area, and shall not exceed seven feet in height above the natural ground level. No permit is required for such signs.
- b. (2) Except as otherwise provided, a permit shall be required for any temporary sign authorized in this section ~~through section 15.8,~~ Such permits shall be granted for a period not to exceed 24 months, and at the expiration of the permit period all such temporary signs shall be removed unless a new permit is obtained.

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~~6.~~(3) Temporary signs shall be placed no closer than three feet from the edge of the property and/or any sidewalk; in no case shall the temporary sign be placed in a state or city right-of-way or street median.

(4) Temporary signs may not be illuminated or have moving elements.

Sec. ~~15.2b.~~ *Construction signs.*

(1) Allowed. Two (2) temporary signs denoting the owner, architect, financial institution, general contractor, "coming soon," or any statement pertaining to a non-residential project.

(2) Location. Such temporary sign(s) shall be located on the premises where the project is located.

(3) Size. For tracts of two acres or less, each sign shall not exceed 16 square feet in sign area; for tracts of greater than two acres, each sign shall not exceed 32 square feet in sign area.

(4) Removal. Signs must be removed within 10 days of the issuance of a certificate of completion or certificate of occupancy, whichever is sooner.

(5) Permits. Required.

Sec. c. *Banners.*

a.(1) Allowed. In lieu of using a portable sign to advertise a grand opening as authorized by section 14.a, one on-premises banner sign not exceeding 32 square feet in sign area may be displayed ~~by a new business to give notice of its grand opening for a period not to exceed 14 consecutive days.~~

b.(2) Location. On the property where the business is located; affixed to business structure and not above the roofline. In lieu of using a portable sign as authorized by section 14.b, one banner sign not exceeding 32 square feet in sign area may be displayed on nonresidential property for 21 days during each calendar year; provided, however, use of such banner sign shall be in increments of not less than seven consecutive days.

(3) Size. The banner shall not exceed 32 square feet in sign area.

(4) Permits. Required.

(5) Placement and removal. The banner shall be placed no sooner than the begin date on the approved sign permit and shall be removed no later than the end date on the approved sign permit.

Sec. ~~15.3d.~~ *ResidentialTemporary real estate-subdivision signs.*

a.(1) Subdivision, Builder, or Model Home-entrance signs.

(1a) Allowed. Up to two temporary real estate subdivision signs may be allowed at each entrance. One sign is allowed per three hundred feet (300') of main street frontage. Signs on model home lots do not count against this limit.

(2b) Location.

(i) A lot, tract, or reserve that is not intended for sale and the maintenance of which is the responsibility of the builder, developer, or homeowner association. Such signs are commonly located at the main or secondary entrance of any new residential subdivision or other residential development, and/or at secondary entrances to such subdivision or development.

~~(ii)~~ (ii) A lot on which a model home is located.

~~(3c)~~ (c) Size. Each sign not to exceed ~~3250~~ square feet in sign area.

(4d) *Removal.* Such temporary real estate subdivision signs shall be removed 24 months from the date the permit is issued ~~or when 80 percent of the lots in the subdivision have been sold to homebuyers, whichever occurs first.~~

(5e) *Permits.* Required.

b.(2) *Single-family units.*

(1a) *Allowed.* One temporary sign allowed for each single-family dwelling unit or lot ~~in order to~~ give information concerning leasing, renting, or selling of a single-family unit or lot.

(2b) *Location.* Such temporary sign may be located anywhere on the premises except as restricted by the zoning ordinance, provided that such sign may not project beyond the property line and is only for the property upon which such sign is erected.

(3c) *Size.* Each temporary sign not exceeding six square feet in sign area.

(4d) *Removal.* Single-family residence signs shall be removed within ten days of the unit or lot being leased, rented, or sold.

(5e) *Permits.* Not required.

c. ~~Model homes.~~

(1) ~~Allowed.~~ One monument sign for each model home or model home park for each separate home building company located in the subdivision which is used or designated as a sales office and/or model home.

(2) ~~Location.~~ See section 15.1.c.

(3) ~~Size.~~ Not to exceed 16 square feet in sign area.

(4) ~~Removal.~~ Signs must be removed within ten days after the time that the model home or model home park ceases to be used as a sales office or model home for the subdivision.

(5) ~~Permits.~~ Required.

d.(3) *Multi-family units.*

(1a) *Allowed.* Two temporary signs shall be allowed for each complex ~~in order to~~ give information concerning leasing, renting, selling, or financing of the unit on the property upon which such sign is erected.

(2b) *Location.* On the property where each complex is located.

(3c) *Size.* Not to exceed six square feet in sign area.

(4d) *Removal.* Signs must be removed within ten days after the time that the leasing, renting, selling, or financing of all the units in each complex occurs.

(5e) *Permits.* Not required.

e.(4) *Vacant acreage.*

(1a) *Allowed.* One temporary sign may be allowed for each street frontage advertising vacant acreage ~~in order to~~ give information concerning selling, leasing, or renting of the property.

(2b) *Location.* ~~See section 15.1.c. On the property that is intended for sale, lease, or rent.~~

(3c) *Size.* For vacant tracts of two acres or less, such sign shall not exceed 16 square feet in sign area; for vacant tracts of greater than two acres, such sign shall not exceed 32 square feet in sign area.

(4d) *Removal.* Signs must be removed within ten days after the time that the acreage is has been sold, leased, or rented.

(5e) *Permits.* Required.

f.(5) *Temporary signs for new integrated business developments, shopping centers, office parks, and business parks.*

(1a) *Allowed.* One temporary sign for each street frontage of any new integrated business development, shopping center, office park, or business park ~~in order to~~ give information concerning leasing, renting, construction, financing or selling of such property upon which such sign is erected.

(2b) *Location.* May be located at the entrance for the development.

(3c) *Size.* The sign area for such temporary sign shall not exceed 32 square feet.

(4d) *Removal.* Signs must be removed no later than 24 months after the date the permit is issued.

(5e) *Permits.* Required.

Sec. 15.4e. *Temporary direction signs.*

a.(1) *Allowed.* Temporary signs that direct the public to a special event of civic interest, such as parades, organized holiday festivities, or other special events which are conducted by and benefit charitable or nonprofit organizations. A maximum of up to two temporary direction signs are allowed per lot.

b.(2) *Size.* Such signs shall not exceed 32 square feet in area.

c.(3) *Location.* Signs may be placed on private property with the permission of the property owner. See ~~section 15.1.c.~~

d.(4) *Removal.* Such signs are erected only for ~~a time period~~ a period not to exceed ten days before and two days after the event.

e.(5) *Permits.* Not required under the following conditions: The event must be conducted by a charitable or nonprofit organization, all proceeds derived from such event will be used to further the purpose of said organization, and that the management and supervision of such event will be under the total control of the said organization. If ~~all of~~ the above conditions are not met, a permit shall be required. The city shall ~~make contact with~~ contact event organizers when necessary to confirm that the event in question is charitable and/or nonprofit, consistent with the conditions herein.

Sec. 15.5f. *Temporary political signs.*

a. ~~Temporary political signs shall comply with the regulations set forth in Texas Local Election Code, Chapter 259. Political Signs. Political signs on private property.~~

(1) ~~Allowed. On private property with the permission of the property owner. Political signs may not be illuminated or have moving elements.~~

(2) ~~Location. See section 15.1.c.~~

(3) ~~Size. No such sign shall exceed 36 square feet in sign area or be higher than eight feet from ground level.~~

(4) ~~Removal. All such signs shall be removed per state regulations on political signage.~~

(5) ~~Permits. Not required.~~

b. ~~Political signs on public property.~~

(1) ~~Removal.~~ All such signs shall be removed from public property within 24 hours following the election date on which the office or proposition is finally determined in accordance with the state election code; signs outside a polling place not meeting these criteria can be removed by city officials.

(1) Private property. No permit shall be required under this chapter for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner, provided that such sign:

- (a) Does not have a surface area greater than 36 feet, excluding the sign structure;
- (b) Is not more than eight feet high;
- (c) Is not illuminated; and
- (d) Has no moving elements.

(2) As used in this subsection, "private real property" does not include real property subject to an easement or other encumbrance that allows the city to use the property for a public purpose.

(3) Public property.

(a) Prohibited. Except as provided in subsection (b)(2) of this section, a sign that contains primarily a political message is prohibited on public property, including the rights-of-way.

(b) Exception. A sign that contains primarily a political message may be in a designated area at least 100 feet from the main entrance to a polling place during a voting period at such polling place. An area may be designated by the city manager when a city facility is used as a polling place or by an official of another governmental entity when such entity's facility is used as a polling place. As used in this subsection, "voting period" means the continuous period beginning on the date that the polls are open for voting and ending on the date when the polls at such location are closed or the last voter has voted, whichever is later.

Commented [AH1]: Clarify that area is not designated.

(4) Removal. The sign administrator may remove and dispose of any political sign placed on public property or within the public rights-of-way.

(5) Permits. Not required.

Sec. ~~15-6-g.~~ Garage sale signs.

a. ~~(1)~~ Allowed. Up to four signs can be posted no more than 24 hours before the sale begins.

b. ~~(2)~~ Location. Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way. See also section 15-1-e.

c. ~~(3)~~ Size. Each sign shall not exceed six square feet in sign area.

d. ~~(4)~~ Removal. Signs must be removed on the last day of the sale by day's end.

e. ~~(5)~~ Permits. Not required.

Sec. ~~15-7h.~~ Open house signs.

a. ~~(1)~~ Allowed. Up to four signs for each open house. Once an open house has been held on a property, open house signs shall not be placed on the same property before the expiration of five days from the removal of the signs for the previous open house.

b. ~~(2)~~ Location. Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way. See also section 15-1-e.

c. ~~(3)~~ Size. Each sign shall not exceed six square feet in sign area.

d. ~~(4)~~ Removal. Signs must be removed at the close of the open house.

e. ~~Permits. Not required.~~

Sec. ~~15.8i.~~ *Temporary street banner signs.*

a.(1) ~~Allowed. Subject to the requirements of this section, c~~Charitable organizations and nonprofit organizations ~~having a principal office in the city, Clear Creek Independent School District, and Friendswood Independent School District~~ are allowed one temporary street banner sign during a calendar year to advertise an event to be held within the city limits and to which the general public is invited. ~~constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner.~~

(2) *Application.* A charitable and non-profit organization, CCISD, or FISD desiring a temporary street banner sign shall make application for a license to the director of public works at least sixty (60) days in advance of the advertised event. Such application shall be made in writing and shall include the following:

(a) The name and address of the charitable and non-profit organization, CCISD, or FISD located within the city's corporate limits conducting the public event as well as the name, address, phone number, and email address of the contact person for the application;

(b) The name, location, and dates of the event;

(c) The content of the temporary street banner sign;

(d) A copy of the signed permit or agreement from the state department of transportation for the temporary street banner sign;

(e) A license agreement, as prescribed by the city, for the temporary street banner sign, which agreement is executed by the charitable and non-profit organization, CCISD, or FISD;

(f) A certificate of insurance issued by a company authorized to do business in the state naming the city, its officers, and employees as an additional insured and including a waiver of subrogation in favor of the city, in amounts of not less than the amounts printed in Appendix D to this Code;

(g) A copy of proof of non-profit organization;

(h) A \$25 non-refundable application fee; and

(i) Such other information as may be requested by the director of public works.

(3) *Materials.* All temporary street banner signs shall be constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner. The director of public works may promulgate additional standards as necessary to protect public health, safety, and welfare.

b.(4) *Location.* ~~Temporary street b~~Banner signs ~~must may only~~ be erected in front of Stevenson Park and extend across Friendswood Drive ~~from city to the~~ designated poles ~~provided by Texas New Mexico Power.~~

c.(5) *Size.* Each temporary street banner sign shall not exceed ~~twenty-five~~25 feet (25') in width and no more than four feet (4') in height.

d.(6) ~~Removal~~*Timing limitations.*

(a) Except as provided in subsection 7 of this section, temporary street banner sSigns, other than the city's temporary street banner signs, must be removed at the end of ay be erected for no more than seven (7) consecutive days following their erection.

(b) No temporary street banner signs, other than the city's temporary street banner signs, shall be permitted each year during the following periods:

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(Supp. No. 4, Update 2)

- (i) The months of November and December;
- (ii) Between June 20 and July 14;
- (iii) Between the commencement date of early voting for a general or special municipal election and seven (7) days after the date of uch election or any runoff election resulting therefrom. No banners shall be permitted during the periods before and during elections when city "vote" banners are in place.

(c) No charitable and non-profit organization, CCISD, or Fisd shall be granted more than one temporary street banner sign permit in any calendar year.

e.(7) Approval. Temporary banner sign permits along with the city license agreement must be approved by the city manager. The license agreement may extend the period specified in subsection f for no more than seven (7) additional consecutive calendar days by the city council if the city council makes the following findings:

- (a) The length of the event and the expected attendance at the event justify an extension of the permit;
- (b) The general purposes of this section are observed and maintained; and
- (c) The granting of such an extension will not be injurious to the public health, safety, or welfare.

(8) Fee. If a permit application under this section is approved by the city manager, the permittee must pay the city \$100 prior to the erection of the banner to defray the city's cost.

(9) Revocation. Notwithstanding anything in this code or in the license agreement to the contrary, the director of public works has the right, power, and authority to revoke a permit and terminate a license agreement if:

- (a) the temporary street banner sign poses a risk to the public health, safety and welfare as determined by the director of public works;
- (b) the city manager determines that the licensee has breached the license agreement; or
- (c) the city council approves another temporary street banner sign that is to be on display after the period specified in subsection f.1 of this section but during an extension granted pursuant to subsection (7), and there is no other banner space available.

Permits. Required by both the city and state department of transportation. In addition, a completed license agreement to place a banner on a public street right-of-way shall be submitted with the permit application with an original certificate of insurance issued by a company authorized to do business in the state naming the city as an additionally insured, in amounts of not less than the amounts set by resolution and printed in Appendix D to this Code. Complete applications must be submitted to the public works department 60 days in advance of the advertised event. City council approval is required.

(Ord. No. 2005-08, § 11, 3-21-2005; Ord. No. 2014-22, § 2, 9-8-2014; Ord. No. 2014-38, § 1, 1-5-2015)

Secs. 16—20. Reserved.

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(Supp. No. 4, Update 2)

Sec. 21. Permanent signs in residential districts.

- a. *Applicability.* This section shall apply to all residential districts as defined in the zoning ordinance as well as PUDs and SUPs with residential components.
- b. *Multifamily residential subdivisions.*
 - (1) For each multi-family residential subdivision, a maximum of two wall or monument signs with a combined total sign area not exceeding 50 square feet shall be allowed.
 - (2) Allowed signs may be anywhere on the premises except as restricted by the zoning ordinance and this appendix. They may not project beyond any property line and, if ground-mounted, the top shall not be more than seven feet over natural ground level.
- c. *Single-family residential subdivisions.* Each single-family residential subdivision is allowed one monument entrance identification sign at each entrance not to exceed 50 square feet. However, two signs with a maximum of 32 square feet each may be placed on opposite sides of the entrance in lieu of a single 50-square-foot sign. The top of such signs shall be not more than seven feet over natural ground level. As part of one sign, a changeable copy area not exceeding six square feet shall be allowed for the purpose of placing civic announcements by the homeowners' association.

(Ord. No. 2005-08, § 17, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 22. Permanent signs in nonresidential districts.

- a. *Applicability.* This section shall apply to all nonresidential districts as defined in the zoning ordinance as well as PUDs and SUPs with nonresidential components.
- b. *Wall signs.*
 - (1) Wall signs are allowed for each business establishment with an allowable total sign area of 1½ square feet for each linear foot of business frontage.
 - (2) Where two or more tenants utilize a common building, the total allowable wall sign area shall be equal to 1½ square feet for each linear foot of business frontage. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community development department for this type of project showing the exact size and location of each sign for this project.
 - (3) Each tenant's wall sign must be attached to that part of the building in which the tenant is located.
- c. *Monument signs.*
 - (1) *Individual monument sign.* One monument sign is allowed for each business establishment, with an allowable sign area of 50 square feet. The highest part of any such sign or structure shall not be greater than seven feet above the highest finished grade at the front property line. Monument signs must be permitted separately from the building permit.
 - (2) *Multi-tenant monument sign.* Where two or more tenants make up a business establishment, they shall collectively be entitled to one monument sign that would be authorized for said business establishment. The total sign area shall not exceed 50 square feet plus ten square feet for each tenant in the complex up to a maximum of 100 square feet. The highest part of any such sign or structure shall not be greater than seven feet above the highest finished grade at the front property line. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community

development department for this type of project showing the exact size and location of each sign for this project.

- (3) *Shared monument sign.* Business establishments on contiguous lots may utilize one common monument sign. Such sign shall be placed on either of the contiguous lots and sign dimensions and requirements will be the same as a multi-tenant monument sign.
- (4) *Changeable copy signage.* Up to 25 square feet of the allowable monument sign area may be used for changeable copy signage.
- (5) *Second monument sign.* A second monument sign is allowed for business establishments with buildings consisting of 40,000 square feet or more. Consideration and approval of a second monument sign shall be based on the square footage of buildings shown on an approved site plan for the entire business establishment. The second monument sign may be constructed as part of the initial site construction, but shall not be advertised on until the square footage of the structures constructed on-site exceeds 40,000 square feet. The second monument sign must be permitted separately.

d. *Option for directory sign in office park district (OPD) and business park districts (BP).*

- (1) One monument sign for the sole purpose of uniformly listing the names of the tenants is allowed for each building in which there are multiple tenants in the office complex if the complex chooses not to use wall signs.
- (2) The total sign area of such sign shall not exceed 240 square inches per tenant.
- (3) Such signs shall not exceed five feet in height and shall be located within 20 feet of the building.

e. *Fast-food/drive-through menu boards.* Menu reader boards for fast-food/drive-through restaurants shall not be considered as a ground sign if such menu board is screened from adjacent buildings or structures. Landscaping around menu boards shall be required ~~so-as-to~~ screen to the degree reasonably possible such menu board from abutting properties.

f. *Off-premises directional signs.* Off-premises directional signs of up to a maximum of four-square feet are allowed if the property on which the sign is located and the property which is described in the sign are contiguous. The permit application shall be signed by both property owners.

g. *Fuel canopy signs. Fuel canopy signs are allowed for each gasoline station with an allowable total sign area of .5 square feet for each linear foot of canopy measured along the shortest side of the canopy.*

(Ord. No. 2005-08, § 18, 3-21-2005; Ord. No. 2008-14, § 2, 6-2-2008; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 23. Reserved.

Sec. 24. Signs on vehicles.

- a. No type of vehicle, including, but not limited to, cars, trucks, motor-driven cycles, or vehicles built of miscellaneous parts of other vehicles, such as sand or dune buggies, and no type of trailer, boat, or other similar type of property shall be placed on private property within the city for the purpose of advertising such item for rent, sale, or lease unless such property is on the premises where the owner of such property advertised for sale or lease resides or conducts business or is on the premises of a business establishment engaged in the rental, sale, or lease of such property.
- b. A motor vehicle not used on a regular basis for the transportation of persons or property, or that is inoperable, shall not be parked or stored with one or more signs displayed thereon or otherwise used as a substitute sign structure.

- c. Any vehicle containing advertising must be parked in an approved parking space and shall not be parked for a continuous period exceeding 72 hours. Any such vehicle is prohibited from otherwise being parked upon any public rights-of-way, including, but not limited to, public sidewalks, streets, alleys, or other public property, with one or more signs displayed thereon or otherwise used as a substitute sign structure.

(Ord. No. 2010-40, § 3, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 25. Obsolete signs.

~~Obsolete signs shall be removed, or brought into compliance with the other provisions of this appendix, not later than the first anniversary date that the sign, or any part thereof, first became obsolete. If the premises upon which the obsolete sign, or any part thereof, is leased, then the obsolete sign, or any part thereof, shall be removed, or brought into compliance with the other provisions of this appendix, not later than the second anniversary date that the sign, or any part thereof, becomes obsolete, as established by the date of the tenant most recently ceasing to operate on the premises after the effective date of the enabling ordinance. These provisions are in accordance with the provisions of V.T.C.A., [Local Government Code] § 216.003(e) and (f).~~

~~If the owner fails to remove or render blank the sign within the prescribed time, the sign administrator shall notify the owner by certified mail to correct the violation within ten days after receipt of notification of violation. If the owner does not correct the violation, the sign administrator may remove the sign at the property owner's expense.~~

~~c. An obsolete business may be determined by disconnection of water, sewer, power, postal service, or any other indicators of vacancy.~~

(Ord. No. 2005-08, § 20, 3-21-2005; Ord. No. 2008-11, § 2, 5-19-2008; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 26. Lawfully-nNonconforming signs.

- a. *Definition.* A ~~lawfully~~ nonconforming sign shall be any sign that does not comply with the requirements of this appendix, and which was in existence prior to the effective date of the enabling ordinance, whether permitted or not by the city's building division.

~~(1) It is the intent of this appendix to permit those nonconforming signs to continue until they are removed, but not to encourage their survival. The city's building division is charged with establishing a list of all such signs, and shall serve notice by U.S. Mail and permit holders to the owners of such signs as to the status of said signs.~~

~~(2) A sign permit issued by the city's building division is required for any repair work to be performed under this subsection.~~

- b. *Exemptions. Signs*

~~(1) Signs lawfully in place on Month Day, 2023, the effective date of these requirements.~~

~~(2) Sign associated with an issued Certificate of lawful nonconformity required. A certificate of lawful nonconformity-i issued by the city's building division shall be required for existing any lawfully nonconforming signs in 2008. that does not comply with the requirements of this appendix and which were in existence prior to the effective date of the enabling ordinance Month 00, 2008. After notice to the owners of such signs in accordance with subsection a of this section, said owners shall have 90 calendar days from the date of such notice by the city to obtain a certificate of lawful nonconformity from the city's~~

building division. The application for a certificate should include photographs of the signs and any construction plans that are available.

(1) —

(2) c. — *Conformity required.* It is the intent of this section that all nonconforming signs for which, ~~both with and without a certificate of lawful nonconformity is issued, must be brought into compliance with the requirements of this appendix, and under the conditions set forth in subsection e of this section, and owners of such signs shall secure a permit from the city's building division for all necessary work to effect said compliance.~~

d. *Repair, appearance, and alteration.* ~~Lawfully-n~~Nonconforming signs, and any part thereof, ~~for which a certificate of lawful nonconformity has been issued~~ shall be kept in good repair, as to structure, electrical and appearance components, and no structural alterations of any kind shall be made thereto that increases the existing extent of nonconformity. A ~~lawfully~~ nonconforming sign may have its message changed, ~~face replaced,~~ or be illuminated internally or externally ~~as long as if~~ the existing extent of nonconformity is not increased.

e. *Replacement.* ~~In the event that if~~ a ~~lawfully~~ nonconforming sign or sign structure, or a substantial part of it, is damaged, destroyed, or dismantled for any purpose (other than maintenance operations or for changing the letters, symbols, or other matter on the sign), in an amount more than 60 percent of the cost of erecting a new sign of the same type at the same location, the sign and any sign structure shall ~~either be:~~

(a) — ~~Replaced with a new sign conforming to the requirements of this appendix, or~~

(b) — ~~Removed.~~

e. *Removal.* ~~Obsolete signs shall be removed or brought into compliance with the other provisions of this appendix, not later than the first anniversary date that the sign, or any part thereof, first became obsolete. If the premises upon which the obsolete sign, or any part thereof, is leased, then the obsolete sign, or any part thereof, shall be removed or brought into compliance with the other provisions of this appendix, not later than the second anniversary date that the sign, or any part thereof, becomes obsolete, as established by the date of the tenant most recently ceasing to operate on the premises after the effective date of the enabling ordinance. These provisions are in accordance with the provisions of V.T.C.A., [Local Government Code] § 216.003(e) and (f).~~

(1) ~~If the owner fails to remove or render blank the sign within the prescribed time, the sign administrator shall notify the owner by certified mail to correct the violation within ten days after receipt of notification of violation. If the owner does not correct the violation, the sign administrator may remove the sign at the property owner's expense.~~

~~(3)(2)~~ An obsolete business may be determined by disconnection of water, sewer, power, postal service, or any other indicators of vacancy.

~~A sign permit issued by the city's building division is required for any repair work to be performed under this subsection.~~

f. *Conversion of existing billboards to changeable electronic variable message signs (CEVMS).*

(1) The overall size, height, location, and number of support poles used to support the sign structure of the existing billboard shall not be altered.

(2) Electrical service to the sign must be underground from the property line to the sign.

(3) Each message on an electronic sign shall be displayed for at least eight seconds, and a change of message shall be accomplished within two seconds.

(4) A change of message must occur simultaneously on the entire sign face.

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(Supp. No. 4, Update 2)

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- (5) No flashing, dimming, or brightening of the message is permitted except to accommodate changes of messages.
 - (6) Malfunction. CEVMS sign operators must respond to a malfunction or safety issue within one hour after notification and must remedy that malfunction or safety issue within 12 hours after notification. In case of a sign malfunction, the digital display must freeze until the malfunction is remedied.
 - (7) Display of emergency information. The city may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed on digital display signs. Upon notification, the sign operators shall display amber alerts, silver alerts, information regarding terrorist attacks, natural disasters, and other emergency situations in appropriate sign rotations. Emergency information messages must remain in rotation according to the issuing agency's protocols.
 - (8) Public service announcements. Companies shall permit the city to place one public service announcement on each of the digital billboards for up to the equivalent time of an eight-week period for each year; provided, however, that such public service announcements shall consist of one slot of at least eight seconds in the standard rotation utilized by the advertising company on the applicable digital billboards.
 - (a-) Public service announcements shall be limited to city-sponsored event announcements and city-related public health, safety, and welfare announcements. The city shall be responsible for:
 - 1-(i) Providing the company with its public service announcements, which may be updated by the city at any time; and
 - 2-(ii) Any costs associated with providing the company with the artwork in an acceptable format.
 - (b-) The public service announcements must be submitted to the company at least five business days before the proposed display date. Content of public service announcements shall be determined in the sole discretion of the city. In addition:
 - 1-(i) The company shall provide use of the advertising space on the digital billboards, as reasonably necessary for emergency broadcasts, amber alerts, and silver alerts; and
 - 2-(ii) The company and city will work cooperatively and in good faith for the city to place additional city-related public service announcements on a space availability basis.
 - (9) The sign owner shall provide to the department contact information for a person who is available to be contacted at any time, and who is able to turn off the electronic sign promptly after a malfunction occurs.
 - (10) If the city finds that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within 12 hours of a request by the city, shall reduce the intensity of the sign to an acceptable level.
 - (11) The sign owner or its designated contractor shall obtain permits and comply with adopted codes, including building and electrical codes.

(Ord. No. 2005-08, § 21, 3-21-2005; Ord. No. 2008-11, § 3, 5-19-2008; Ord. No. 2014-38, § 1, 1-5-2015; Ord. No. 2017-22, § 2, 9-11-2017)

Sec. 276. Exceptions and exemptions.

The following described signs are exempt from the provisions of this appendix except for sections 5 through 13 inclusive:

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(Supp. No. 4, Update 2)

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- a. Professional nameplates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building, and not exceeding two square feet in area.
 - b. Identification nameplates or signs on apartment houses, boardinghouses or rooming houses, or similar uses, not exceeding two square feet in area.
 - c. One nameplate denoting only the name of the occupants of a dwelling, and not exceeding two square feet in area nor located closer than ~~two~~three feet to the property line.
 - d. Memorial and/or historical signs as designated by federal, state, or local governments.
 - e. Traffic or other municipal signs, legal notices, or danger signs by federal, state, or local governments.
 - f. Warning signs or trespassing signs on private property, not exceeding two square feet in area.
 - g. Signs required by any law or regulation of the federal, state, or local governments.
 - h. On-premises directional signs for ~~public and private developments denoting the entrance, exit, and direction of traffic flow~~setting forth the location of or directions to parking or buildings located on the premises, warning of on-premises obstacles or overhead clearances, or regulating the flow of on-premises traffic, including entrance and exit signs. Such signs may be lighted, consistent with other requirements for sign lighting, and not exceeding two square feet in area, provided such sign is not prohibited or further regulated by any other ordinance of the city.
 - i. Street banners erected by the city advertising a bona fide public event such as legal holidays, nonpolitical election instructions, and similar occasions.
 - j. Civic and ~~religious organization~~church signs. The city council may erect, or approve and permit to be erected, entrance signs at or near the city limits for the benefit of visitors, on which may be listed institutional names, ~~churches~~religious organizations, and points of interest. Civic organizations and ~~churches~~religious organizations may be permitted to place their insignias thereon. In addition, each ~~church or~~ institution may erect a maximum of four off-premises directional signs, with permission of the property owner, as long as if each sign does not exceed four square feet.
 - k. Signs on motor vehicles, as such term "motor vehicle" is defined in Vernon's Tex. Transportation Code Ann. § 541.201(11) (V.T.C.A., Transportation Code § 541.201(11)), as amended, when the primary use of such motor vehicle is the transportation of persons or property; is not parked or located for the primary purpose of displaying the sign, and is not parked on a site for a continuous period exceeding 72 hours.
 - l. Flags of the United States, the state, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on residential property with the consent of the owner.
 - m. Company flags displaying only a company logo, provided such flag is affixed to a flagpole and the length of flag does not exceed one-quarter of the height of the flagpole.
 - n. Decorations for stores, storefronts, and yards from November 20 through January 10 of each year commemorating the holiday season and from June 27 through July 7 of each year commemorating Independence Day.
 - o. Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way, by use of a trademark or logo, advertising campaign link, or other business activity.
 - p. Signs containing noncommercial messages or messages otherwise protected by the constitutions of the United States or the state; provided, however, that there shall be no more than four such signs on any one property and the total square footage of all such signs shall not exceed 36 square feet.

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g. Automated teller machine (ATM) signage. Signage on the cabinet, such as a graphic wrap, or directional signs to an automated teller machine.

(Ord. No. 2005-08, § 22, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 28~~7~~. Variances.

A variance may be authorized by the zoning board of adjustment under this appendix only for height of sign and setback of signs and sign structures. Further, it is the purpose and intent of the city council that no variance is granted under the terms of this appendix unless undue hardship will result therefrom. Undue hardship shall mean that strict application of the requirements hereof relating to height and setback of signs and sign structures shall deprive the applicant of reasonable use of his property.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 28. Appeals.

- a. All appeals to the zoning board of adjustment 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 sign administrator; 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 30 days after the decision of the sign administrator.

- 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 or the provisions of the code do not fully apply.
- c. The sign administrator shall take prompt action in accordance with the decision of the zoning board of adjustment.
- d. During the pendency of any appeal to the zoning board of adjustment, the ruling of the sign administrator shall be in full force and effect.



Planning & Zoning Commission

Recommendation Memo

To: Mayor and City Council
From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner
Date: August 28, 2023
Re: Appendix A, Sign Ordinance

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(AH)

BACKGROUND

The Planning and Zoning Commission took this on as a priority item for 2023. A full review of the Sign Ordinance started with the Ordinance Subcommittee and made its way to the full Commission for review and input.

The proposed amendments to the Sign Ordinance include the following:

- Adding, removing, combining, or relocating definitions for clarification
- Establishing a sign administrator
- Formalizing the reference to permit fees and required inspections
- Adding provisions to revoke permits
- Relocate measurement standards to a new section for clarity
- Incorporate the visibility triangle drawing
- Expand the prohibition of LED window lights to all zoning districts, not just Downtown District (DD)
- Add flag banners and inflatable signs and tethered balloons greater than 18 inches in diameter to the list of prohibited signs
- Add more specific criteria to illumination specifications
- Clarifications regarding temporary signs (banners); grand opening sign allowed for 14 days from date CO is issued; additional 21 calendar days are allowed throughout the year
- Added a provision for construction signs
- Updated political sign section in accordance with the State Election Code
- Incorporated street banner sign requirements, at City Council's direction
- Allow additional signage on fuel canopies
- Updated Non-Conforming Signs section

- Expanded Church definition to include religious organizations
- Added provision for appeals

Many of the amendments are clarifications to make enforcement and interpretation of the ordinance easier for everyone, including staff, business owners, and sign contractors. A few changes to the ordinance will affect the business community. One proposal is to add an allowance for signage on fuel canopies. Previously, a business owner had to use their allowed wall signage to cover the signage for both the main building and the fuel canopy. With this addition, a separate fuel canopy is allowed additional wall sign area. Another change is to prohibit the use of LED lights inside windows in all commercial zoning districts. In 2019, an amendment to the Sign Ordinance was adopted to prohibit miniature, mini, Christmas, rope string lights, exposed LED storefront lights or other similar lighting in or framing windows (interior or exterior), including attached to the window frames with the exception of holiday lighting from November 15 to January 15 in the Downtown District (DD). The Commissioners recommend expanding this prohibition to all commercial zoning districts to alleviate the clutter of advertising lights throughout the City of Friendswood..

RECOMMENDATION

At the Planning and Zoning Commission meeting held August 10, 2023, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) on a motion to approve the amendments to the Sign Ordinance.

One amendment regarding wall signs exceeding the roofline was considered by the Planning and Zoning Commission at the meeting held on August 24, 2023. That amendment was approved unanimously 4 to 0 (Commissioners Sasson, Rives, and Conrad were absent.)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 07/27/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider on first reading an ordinance approving amendments to Chapter 34, Floods to incorporate items from the model flood damage prevention ordinance as published by the Texas Water Development Board and National Flood Insurance Program (NFIP) ordinance guidelines including clarifying and adding definitions, administrative changes, adding a severability clause, and a penalty section.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood participates in the Community Rating System (CRS) program which provides citizens with discounts on flood insurance policies. The rating is determined by receiving credits for activities that the city does to educate citizens and mitigate future flood risks. Points are awarded for activities, which are grouped into 4 categories - Public Information, Mapping and Regulations, Flood Damage Reductions, and Flood Preparedness. Based on the number of points awarded, a rating is then achieved. The ratings range from 1 to 10 with 1 being the best. Currently, the City is operating under a rating of 6, providing a 20% discount for residents in a special flood hazard area and a 10% discount for residents in a non-special flood hazard area. A pamphlet is attached that explains the program in more detail.

The agenda item is to consider approving amendments to the flood damage prevention ordinance. Minimum ordinance requirements by NFIP include adopting the current Flood Insurance Rate Maps (FIRM), including required definitions, defining floodplains, providing for permitting procedures, flood reduction measures, variance procedures, severability, and penalties.

The substantive changes being proposed to be more compliant with the NFIP regulations are:

- incorporate the Increased Cost of Compliance definition
- incorporate the definition of repetitive loss
- add provision that enclosures below the base flood elevation are usable only for the parking of vehicles, building access, or storage and that those spaces require a non-conversion agreement filed at the County and a provision that these structures may be inspected at any time with notice
- require that all attendant utility and sanitary facilities, including water and sewer connections, a/c, etc, being elevated a minimum of two (2) feet above the base flood elevation or at or above the 0.2 percent flood elevation, whichever is greater

Staff also took the opportunity to update the ordinance in accordance with the model flood damage prevention ordinance published by the Texas Water Development Board (TWDB).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Improving the CRS rating will benefit the residents of Friendswood.

RECOMMENDATIONS

Staff recommends approval of the ordinance.

ATTACHMENTS

1. Ordinance - Flood Damage Prevention
2. NFIP Community Rating System Brochure 2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 34 "FLOODS" OF THE FRIENDSWOOD CITY CODE; AMENDING THE FRIENDSWOOD CITY CODE BY ADDING A NEW CHAPTER TO BE NUMBERED AND ENTITLED CHAPTER 34 "FLOODS" TO INCORPORATE ITEMS FROM THE MODEL FLOOD DAMAGE PREVENTION ORDINANCE AS PUBLISHED BY THE TEXAS WATER DEVELOPMENT BOARD AND NATIONAL FLOOD INSURANCE PROGRAM (NFIP) ORDINANCE GUIDELINES; AND ADDING PROVISIONS FOR APPEALS; 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.

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

Section 1. That Chapter 34 "Floods" of the Friendswood City Code is hereby repealed in its entirety.

Section 2. That the Friendswood City Code is hereby amended by adding a new chapter to be numbered and entitled Chapter 34 "Floods," which chapter shall read as follows:

Chapter 34. FLOODS

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND METHODS

Sec. 34-1. Statutory authorization.

The legislature of the state has in the Flood Control Insurance Act, Texas Water Code §§ 16.311, *et seq.*, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the City of Friendswood, Texas, does ordain the provisions set out in this chapter to be its regulations governing flood damage prevention.

Sec. 34-2. Findings of fact.

- (a) Flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.

- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 34-3. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas;
- (7) Ensure that potential buyers are notified that property is in a flood area; and
- (8) Preserve floodplain storage through mitigation.

Sec. 34-4. Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters;

- (4) Control filling, grading, dredging and other development which may increase flood damage; and
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Secs. 34-5—34-18. Reserved.

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. DEFINITIONS

Sec. 34-19. Definitions.

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

0.2 percent flood elevation means the elevation above mean sea level that floodwaters have been calculated to have a 0.2 percent chance of reaching in any given year.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

Atlas 14 rainfall means rainfall frequency data published in the National Oceanic and Atmospheric Administration (NOAA) Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States, Texas.

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Base flood elevation means the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicated the water surface elevation resulting from flood that has a 1% chance of equaling or exceeding that level in any given year – also called the Base Flood.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Elevated building means a non-basement building built,

- (1) in the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X and D, to have the top of the elevated floor;

- (2) in the case of a building in zones V1-30, VE or V, to have the bottom of the lowest horizontal structural member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the 500-year flood;
- (3) in the case of zones A1-30, AE, A, A99, AO, AH, B, C, X and D, the term "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters; and
- (4) in the case of zones V1-30, VE or V, the term "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.

Existing construction or existing structures means, for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means the Federal Emergency Management Agency.

Fill means any material that is placed in an area and increases the elevation of that area or displaces water volume.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means and examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood hazard boundary map (FHBM) means an official map of a community on which FEMA has delineated the boundaries of the flood, mudslide (i.e., mudflow) and related erosion areas having special hazards and which have been designated as zones A, M and/or E.

Flood insurance rate map (FIRM) means an official map of the city, on which the federal insurance administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the city.

Flood Insurance Study (FIS) – see *Flood elevation study*.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to flood risk the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Floodplain or flood prone area means any land area susceptible to being inundated by water from any source (see *Flooding*).

Floodway - see *Regulatory Floodway*

Floodway conveyance offset volume means the volume of material that must be excavated and removed from the special flood hazard area to provide an equivalent storage volume necessary to reduce loss of conveyance associated with development within the floodway.

Friendswood special flood hazard area as defined in section 34-23, Flood zones defined.

Increased cost of compliance (ICC) means coverage that provides payment of up to \$30,000 to substantially damaged properties to help cover the cost of mitigation activities that will reduce the risk of future flood damage to a building if all of the following for the structure are met:

- (1) The structure is covered by an insurance policy through the National Flood Insurance Program (NFIP);
- (2) The structure must have suffered flood damage on at least two occasions in a 10-year period ending on the day of the second loss;
- (3) The cost to repair the flood damage, on average, equals or exceeds 25% of the market value of the building at the time of the two flood losses, or cumulatively total 50% of the pre-flood market value (a value less than 50% for substantial damage does not qualify for ICC), as defined by the local floodplain ordinance, and;
- (4) In addition to the claim requesting ICC, the NFIP must have paid a previous qualifying claim.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988, or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvement to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Repetitive loss means flood-related damage sustained by a structure on two separate occasions during a ten (10) year period for which the cost of repairs at the time of each such event, is over \$1,000 or, on the average, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (PL 97-348)) includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. The term "permanent construction" does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basements, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, or improvement of a structure (including repetitive loss) over a period of ten (10) years, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either before the improvement or repair is started, or, if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, the term "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term "substantial improvement" does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to ensure safe living conditions or any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

Variance means a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements, see section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications or other evidence of compliance required in sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

DIVISION 2. GENERAL PROVISIONS

Sec. 34-20. Lands to which this chapter applies.

This chapter shall apply to all areas within the jurisdiction of the city.

Sec. 34-21. Basis for establishing the areas of special flood hazard and other flood areas.

The areas of special flood hazard identified by FEMA in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Galveston County, Texas and Incorporated Areas," dated August 15, 2019, with accompanying Flood Insurance Rate Map and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated August 15, 2019, and any revisions thereto are hereby adopted by reference and declared to be a part of this article. Incorporated areas includes both Galveston and Harris Counties.

Sec. 34-22. Development permit—establishment.

A development permit shall be required to ensure conformance with the provisions of this article. The permit fee shall be set by resolution and printed in Appendix D to this code. A development permit is required for all development-related activity in the floodplain, including, but not limited to:

- (1) Construction of new structures;
- (2) Modifications or improvements to existing structures;
- (3) Excavation;
- (4) Filling;
- (5) Paving;
- (6) Drilling;
- (7) Driving of piles; and
- (8) Grading.

Sec. 34-23. Flood zones defined.

- (a) *Moderate to low-risk areas*, also known as "other flood areas" or the 500-year floodplain. In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:
 - (1) Zones B and X (shaded) means areas subject to a 0.2 percent chance of flooding in any given year; areas of one percent (1%) annual chance flood with average depths of less than one foot (1') or with drainage areas less than one square mile (1 mi²) , and areas protected by levees from one percent (1%) annual chance flood.
 - (2) Zones C and X (unshaded) means areas of minimal flood hazard, outside of the 0.2 percent chance of flood.
- (b) *High risk areas*, also known as "special flood hazard area" or the 100-year floodplain. In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:
 - (1) Zones A, AE, A1-30, AH, AO, AR, A99 means the land in the floodplain within the city, that is subject to a one percent (1%) or greater chance of flooding in any given year.
- (c) *High risk—Coastal areas*. In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:
 - (1) Zones V, VE, V1-30 means coastal areas with a one percent (1%) or greater chance of flooding and an additional hazard associated with storm waves.
- (d) *Friendswood special flood hazard area* is hereby established and means the land in the special flood hazard area and in the floodplain within the city that is subject to a 0.2 percent or greater chance of flooding in any given year and is designated as unnumbered A zones, AE zones, AO zones, AH zones, A1 through A99 zones, VO zones, V1 through V30 zones, VE zones, V zones, or X shaded zones.

Sec. 34-24. Compliance.

No structure or land shall be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 34-25. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this article and another ordinance or regulation conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 34-26. Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the city council; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 34-27. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the city or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

DIVISION 4. ADMINISTRATION

Sec. 34-28. Floodplain administrator—Designation.

The city manager is hereby appointed the Floodplain Administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

Sec. 34-29. Same—Duties and responsibilities.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this article;
- (2) Review permit applications to determine whether proposed building sites will be reasonably safe from flooding;
- (3) Review, approve or deny all applications for development permits required by adoption of this article;
- (4) Review permits for proposed development to ensure that all necessary permits have been obtained from those federal, state or local governmental agencies (including

section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. § 1334) from which prior approval is required;

- (5) Make the necessary interpretation where interpretation is needed as to the exact location of the boundaries of the areas of Friendswood special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions);
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA;
- (7) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained; and
- (8) When base flood elevation and Zone X (shaded) data has not been provided in accordance with Section 34-21, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data, Zone X (shaded) data and floodway data available from a federal, state or other source in order to administer the provisions of Division 5 of this article.

Sec. 34-30. Permit Procedures.

- (a) Application for a development permit shall be presented to the floodplain administrator on a form furnished by him and may include, but not be limited to, plans in duplicate, drawn to scale, showing the location, dimensions and elevation or proposed landscape alterations, existing and proposed structures, and the location of the foregoing in relation to areas of Friendswood special flood hazard areas. Additionally, the following information is required:
 - (1) Elevation, in relation to mean sea level, of the lowest floor, including basement, of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of subsection 34-61;
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - (5) Maintenance of a record of all such information in accordance with subsection 34-29(1);

- (6) A mitigation plan identifying all cut and fill activities occurring within the areas of Friendswood special flood hazard areas. This mitigation plan will include all necessary calculations and shall be signed and sealed by a registered professional engineer; and
 - (7) Mitigation activities shall be fully implemented prior to any other development-related activities commenced on any given site.
- (b) Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
 - (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - (10) The relationship of the proposed use to the comprehensive plan for the area.

Sec. 34-31. Stormwater management.

- (a) Prior to the issuance of any development permit, except for permits for developments in areas wholly outside areas of Friendswood special flood hazard areas where it is determined by the city engineer as unnecessary due to the existence of sufficient available data, the applicant shall submit a hydrological analysis showing the impact and potential adverse effects of increased runoff attributable to such proposed development from an Atlas 14 100-year frequency storm on downstream areas. Drainage improvements shall be required in accordance with the following:

- (1) Where new developments do not aggravate downstream flooding problems, they shall not be required to provide either on-site storage or off-site improvements;
- (2) Where new developments may aggravate downstream flooding, the developer shall compensate for the increased flood flows by providing downstream improvements which provide capacity to handle the increased flows;
- (3) Where downstream improvements may be so extensive as to be uneconomical for the proposed development or not be feasible because of right-of-way or other limitations, new developments may provide on-site storage improvements sized and constructed as to eliminate any adverse drainage impact downstream;
- (4) If it is not feasible for new development to analyze all downstream conditions, such new development may provide on-site storage of sufficient capacity to limit the developed peak discharge from the storage systems to that which would have flowed from the development in its natural undeveloped state. The stormwater runoff rate from a development after its completion shall not exceed the runoff rate for the land area prior to its development as determined by the 100-year frequency storm. Drainage calculations modeled to accomplish this purpose and the inflow-outflow hydrographs supplied for the area will be supplied with construction drawings and along with all other calculations for drainage; and
- (5) Hydrograph timing may not be used as a substitution for providing detention.

The storage systems designed to accomplish this purpose shall not be closer to any water-bearing strata than one foot (1') and shall have soil borings from a certified laboratory to substantiate this fact, and these results will be supplied with the design engineer's stamp on them to the city engineer before construction can begin. The type and geometrical shape of the storage system is independent and left to the design of the developer's engineer, but should include a cross section for flow up to a five-year frequency storm and the second cross section should be for the storage of additional stormwater to the 100-year interval. The area used for this purpose is to be maintained by the developer.

- (b) No development shall proceed until approval has been granted by the city engineer for the plans, specifications and flood control measures for such development as required under this section.

Sec. 34-32. Variance procedures.

The following shall regulate variances from the provisions of this article:

- (1) The Construction Board of Adjustment (CBOA), as established by the city, shall hear and render judgment on requests for variances from the requirements of this article;

- (2) The CBOA shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article;
- (3) Any person aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction;
- (4) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to FEMA upon request;
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or a state inventory of historic places without regard to the procedures set forth in the remainder of this section;
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided the relevant factors in subsection 34-30(b) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases;
- (7) Upon consideration of the factors noted in this section and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article;
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result;
- (9) Prerequisites for granting variances are as follows:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
 - b. Variances shall only be issued upon:
 1. Showing a good and sufficient cause;
 2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, or create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances; and

- c. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation; and
- (10) Variances may be issued by the city for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that the criteria outlined in subsections (1) through (9) of this section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 34-33—34-59. Reserved.

DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 34-60. General standards.

In all Friendswood special flood hazard areas within the city, the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the system into floodwaters; and

- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 34-61. Specific standards.

In all Friendswood special flood hazard areas within the city where base flood elevation and 0.2 percent flood elevation data has been provided as set forth in sections 34-21, 34-29(8), or 34-63(c), the following provisions are required:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure, including all attendant utility and sanitary facilities shall have the lowest floor, including basement, elevated to twenty-four inches (24") above the base flood elevation or at or above the 0.2 percent flood elevation, whichever is greater. A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in in this article, is satisfied.
- (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to twenty-four inches (24") above the base flood level at or above the .2 percent flood elevation, whichever is greater, or together with attendant utility and sanitary facilities, be designed so that below the base flood level plus twenty-four inches (24") the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification, which includes the specific elevation in relation to mean sea level to which such structures are floodproofed, shall be maintained by the floodplain administrator.
- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two (2) openings on separate walls having a total net area of not less than one square inch (1 in²) for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot (1') above grade.

- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- d. Enclosures below the base flood elevation are useable solely for parking of vehicles, building access, or storage. Owner(s) of new and substantially improved buildings will be required to sign a non-conversion agreement that must be filed with the deed. Enclosures shall be subject to inspection at any time with notice.

(4) *Manufactured homes.*

- a. All manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- b. All manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to two feet (2') above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. All manufactured homes shall be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - 1. the lowest floor of the manufactured home is two feet (2') above the base flood elevation, or
 - 2. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches (36") in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- (5) *Recreational Vehicles.* Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 34-62. Special lowest floor elevation requirements.

- (a) Notwithstanding any other provision contained in this article to the contrary, in zone AE, lowest floor elevations shall be a minimum of twenty-four inches (24") above the elevation given on the latest FEMA FIRM panel for the city, eighteen inches (18") above the crown of the street to which the structure is addressed, or at or at or above the 0.2 percent flood elevation whichever is greater. When building location falls between elevations, the elevation may be interpolated to the nearest one-half foot (½ ft).
- (b) Notwithstanding any other provision contained in this article to the contrary, in zone AO, lowest floor elevations shall be thirty-six inches (36") higher than the centerline of the road in curb and gutter streets, or the high bank of a roadside ditch on streets with open ditch drainage or at or above the 0.2 percent flood elevation, whichever is greater.
- (c) Notwithstanding any other provision contained in this article to the contrary, in zone X shaded, lowest floor elevations shall be a minimum of twenty-four inches (24") higher than the adjacent natural grade, eighteen inches (18") above the crown of the street to which the structure is addressed, or at or above the 0.2 percent flood elevation, whichever is greater.
- (d) Notwithstanding any other provision contained in this article to the contrary, in zone X unshaded, lowest floor elevation shall be as follows:
- (1) On curb and gutter streets, the elevation shall be a minimum of eighteen inches (18") above the top of curb or a minimum of twelve inches (12") above the adjacent natural grade or at or above the 0.2 percent flood elevation, whichever is greater.
- (2) On streets with open ditches, slab elevations shall be a minimum of eighteen inches (18") higher than the center of the street or a minimum of twelve inches (12") higher than the adjacent natural grade or at or above the 0.2 percent flood elevation, whichever is greater.
- (e) For the purposes of this section, the term "adjacent natural grade" means the natural ground adjacent to the slab at its centerline paralleling the front of the structure. Natural ground is assumed to be the ground surface existing prior to placement of the building pad.

Sec. 34-63. Standards for subdivision proposals.

- (a) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with sections 34-2, 34-3 and 34-4.
- (b) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet the Floodplain Development Permit requirements of sections 34-30 and 34-25, and the provisions of this division.
- (c) Base flood elevation data and 0.2 percent flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to section 34-21.
- (d) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 34-64. Floodways.

Property located within areas of special flood hazard as established in section 34-21 are areas designated as floodways. The council finds that floodways are extremely hazardous areas due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, and the following provisions shall therefore apply to these areas in order to protect the public health, safety, and welfare and to protect private property:

- (1) Encroachments into the floodway shall be prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through a no-rise certificate using hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
- (2) If subsection (1) of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of sections 34-60 through 34-64, and other applicable regulations of the city, including the provisions of this article; and
- (3) Under the provisions of 44 CFR 65.12 of the National Flood Insurance Program regulations, the city may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the city first applies for a conditional FIRM and floodway revision through FEMA.

Sec. 34-65 Severability.

If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

Sec. 34-66 Penalties for non-compliance.

- (a) No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Any person who fails to comply with the requirements of this chapter, including violations of conditions and safeguards established in connection with conditions, shall, upon conviction, be punishable as provided in section 1-14 of this code and shall pay all costs and expenses involved in the case.
- (b) Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 3. That a person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each day of violation shall constitute a separate offense.

Section 4. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That the City Secretary shall give notice of the passage of this ordinance by causing the caption of this ordinance to be published in the official newspaper of the City.

PASSED and APPROVED on first reading by the affirmative vote of the City Council this 11th day of September, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading by the affirmative vote of the City Council this 2nd day of October, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



National Flood Insurance Program Community Rating System

A Local Official's Guide to
Saving Lives, Preventing Property Damage, and
Reducing the Cost of Flood Insurance

FEMA B 573 / 2018



FEMA



The Community Rating System Works

Every year, flooding causes hundreds of millions of dollars' worth of damage to homes and businesses around the country. Standard homeowners and commercial property insurance policies do not cover flood losses. To meet the need for this vital coverage, the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP).

The NFIP offers reasonably priced flood insurance to all properties in communities that comply with minimum standards for floodplain management.

The NFIP's Community Rating System (CRS) credits community efforts beyond those minimum standards by reducing flood insurance premiums for the community's property owners. The CRS is similar to—but separate from—the private insurance industry's programs that grade communities on the effectiveness of their fire suppression and building code enforcement efforts.

CRS discounts on flood insurance premiums range from 5% up to 45% (see Table 1), based on CRS credit points that are awarded to

communities. The discounts provide an incentive for communities to implement new flood protection activities that can help save lives and property when a flood occurs.

The CRS provides credit under 19 public information and floodplain management activities described in the *CRS Coordinator's Manual*.

You're probably already doing many of these activities. To get credit, community officials will need to prepare documentation that verifies these efforts.

The CRS assigns credit points for each activity. Table 2 lists the activities and the possible number of credit points for each one. The table also shows the average number of credit points communities earn for each activity. These averages may give you a better indication than the maximums of what your community can expect.

To be eligible for a CRS discount, your community must do Activity 310, Elevation Certificates. If you're a designated repetitive loss community, you must also do Activity 510, Floodplain Management Planning. All other activities are optional.



Based on the total number of points your community earns, the CRS assigns you to one of ten classes. Your discount on flood insurance premiums is based on your class.

For example, if your community earns 4,500 points or more, it qualifies for Class 1, and property owners in the in the Special Flood Hazard Area (SFHA) get a 45% discount on their insurance

premiums. If your community earns as little as 500 points, it's in Class 9, and property owners in the SFHA get a 5% discount. If a community does not apply or fails to receive at least 500 points, it's in Class 10, and property owners get no discount.

Table 1, below, shows the number of points required for each class and the corresponding discount.

Table 1.
How much discount property owners in your community can get

Rate Class	Discount for SFHA *	Discount for Non-SFHA **	Credit Points Required
1	45%	10%	4,500 +
2	40%	10%	4,000–4,499
3	35%	10%	3,500–3,999
4	30%	10%	3,500–3,499
5	25%	10%	3,000–2,999
6	20%	10%	2,500–2,499
7	15%	5%	1,500–1,999
8	10%	5%	1,000–1,499
9	5%	5%	500–999
10	0	0	0–499

* Special Flood Hazard Area

** Preferred Risk Policies are available only in B, C, and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. Although they are in SFHAs, Zones AR and A99 are limited to a 5% discount. Premium reductions are subject to change.

Table 2.

What You Can Do to Get Credit

The CRS grants credit for 19 different activities that fall into four series:

Series 300	Public Information	Maximum Points*	Average Points *	
	This series credits programs that advise people about the flood hazard, flood insurance, and ways to reduce flood damage. The activities also provide data insurance agents need for accurate flood insurance rating.			
310	Elevation Certificates • Maintain FEMA elevation certificates for new construction in the floodplain. (At a minimum, a community must maintain certificates for buildings built after the date of its CRS application.)	116	38	
320	Map Information Service • Provide Flood Insurance Rate Map information to those who inquire, and publicize this service.	90	73	
330	Outreach Projects • Distribute outreach projects with messages about flood hazards, flood insurance, flood protection measures, and/or the natural and beneficial functions of floodplains.	350	87	
340	Hazard Disclosure • Real estate agents advise potential purchasers of flood-prone property about the flood hazard. • Regulations require notice of the hazard.	80	14	
350	Flood Protection Information • The public library and/or community’s website maintains references on flood insurance and flood protection.	125	38	
360	Flood Protection Assistance • Give inquiring property owners technical advice on how to protect their buildings from flooding, and publicize this service.	110	55	
370	Flood Insurance Promotion • Assess flood insurance coverage within the community and implement a plan to promote flood insurance.	110	39	
Series 300		Total	981	3448

*Maximum and average points are subject to change. See the current *CRS Coordinator’s Manual* for the latest information.

Series 400	Mapping & Regulations	Maximum Points*	Average Points *
This series credits programs that limit floodplain development or provide increased protection to new and existing development.			
410	Floodplain Mapping • Develop new flood elevations, floodway delineations, wave heights, or other regulatory flood hazard data for an area not mapped in detail by the flood insurance study. • Have a more restrictive mapping standard.	802	60
420	Open Space Preservation • Guarantee that currently open public or private floodplain parcels will be kept free from development. • Zone the floodplain for minimum lot sizes of 5 acres or larger.	2,020	509
430	Higher Regulatory Standards • Limit new buildings and/or fill in the floodplain. • Require freeboard. • Require soil tests or engineered foundations. • Require compensatory storage. • Require coastal construction standards in AE Zones. • Have regulations tailored to protect critical facilities or areas subject to special flood hazards (for example, alluvial fans, ice jams, subsidence, or coastal erosion).	2,042	270
440	Flood Data Maintenance • Keep flood and property data on computer records. • Use better base maps. • Maintain elevation reference marks.	222	115
450	Stormwater Management • Regulate new development throughout the watershed to ensure that post-development runoff is no greater than pre-development runoff. • Regulate new construction to minimize soil erosion and protect or improve water quality.	755	132
Series 400		Total	5,841 1,086

Series 500	Flood Damage Reduction	Maximum Points*	Average Points *
This series credits programs that reduce the flood risk to existing development.			
510	Floodplain Management Planning • Prepare, adopt, implement, and update a comprehensive flood hazard mitigation plan using a standard planning process. • Prepare an analysis of the repetitive flood loss areas within the community. <i>Note: category C repetitive loss communities must receive credit for either the floodplain management plan or the repetitive loss area analysis, above.</i> • Prepare, adopt, implement, and update a plan to protect natural functions within the community's floodplain.	622	175
520	Acquisition and Relocation • Acquire and/or relocate floodprone buildings so that they are out of the floodplain.	2,250	195
530	Flood Protection • Protect existing floodplain development by floodproofing, elevation, or minor flood control projects.	1,600	73
540	Drainage System Maintenance • Have a program for and conduct annual inspections of all channels and detention basins; remove debris as needed.	570	218
Series 500		Total	5,042
			661

Series 600		Flood Preparedness	Maximum Points*	Average Points *
		This series credits flood warning, levee safety, and dam safety projects.		
610	Flood Warning and Response		395	254
	• Provide early flood warnings to the public, and have a detailed flood response plan keyed to flood crest predictions.			
620	Levees		235	157
	• Annually inspect and maintain existing levees; have a system for recognizing the threat of levee failure and/or overtopping, disseminating warnings, and providing emergency response; and coordinate with operators of critical facilities.			
630	Dams		160	35
	• Have a high-hazard-potential dam that could affect the community; have a system for recognizing the threat of dam failure, disseminating warnings, planning and practicing emergency responses; and coordinating with operators of critical facilities.			
Series 600		Total	790	446
All Series		Total	12,654	2,537



Additional Credit

Your community can get additional credit for regulating development outside the SFHA to the same standards as development inside the SFHA. There is also credit for assessing future flood conditions, including the impacts of future development, urbanization, and changing weather patterns. See the *CRS Coordinator's Manual* for full details.

Many communities can qualify for what the CRS calls “state-based credit,” based on the activities or regulations a state or regional agency implements within communities. For example, some states have disclosure laws eligible for credit under Activity 340 (Hazard Disclosure). Any community in those states can receive the state-based credit.

Your community may want to consider floodplain management activities not listed in the *CRS Coordinator's Manual*. You should evaluate these activities for their ability to increase public safety, reduce property damage, avoid economic disruption and loss, and protect the environment. In addition, you can request a review of these activities to determine whether they could be eligible for CRS credit. FEMA welcomes innovative ways to prevent or reduce flood damage.



How to Apply

Participation in the CRS is voluntary. If your community is in full compliance with the rules and regulations of the NFIP, you may apply. There's no application fee, and all CRS publications are free.

Your community's chief executive officer (your mayor, city manager, or other top official) must appoint a CRS coordinator to serve as the liaison between the community and FEMA. The coordinator should know the operations of all departments that deal with floodplain management and public information. And the coordinator should be able to speak for the community's chief executive officer.

To begin the application process, your community submits a letter of interest to your FEMA Regional Office and documents that you are implementing floodplain management activities that warrant at least 500 CRS credit points. On the [CRS Resources website](http://www.CRSresources.org) (www.CRSresources.org) you can find a sample letter; the CRS Quick Check, a tool that helps you assess your community's possible credit points; and further instructions.

You may also want to download from that website a copy of the *CRS Coordinator's Manual*, which describes the program in full and provides specific information, including eligible activities, required documentation, and resources for assistance.

Help is also available through the contact information below.

CRS-related materials and many more resources are available at the [CRS Resources website](http://www.fema.gov/national-flood-insurance-program-community-rating-system) and on [FEMA's website](http://www.fema.gov/national-flood-insurance-program-community-rating-system) (<https://www.fema.gov/national-flood-insurance-program-community-rating-system>).

After your community applies for a CRS classification, the CRS will verify the information and arrange for flood insurance premium discounts.

For more info, write, phone, or fax:

NFIP/CRS

P.O. Box 501016

Indianapolis, IN 46250-1016

(317) 848-2898

Fax: (201) 748-1936

e-mail: nfipcrs@iso.com

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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: September 11, 2023

Date submitted: 07/27/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment XI" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, the City's budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eleventh set for fiscal year 2022-2023.

The staff has attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit "A" provides a narrative explanation of each budget amendment and Exhibit "B" provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Staff recommends approval of the ordinance and exhibits covering Budget Amendment XI 2022–2023.

ATTACHMENTS

1. Ordinance - Budget Amendment No. XI
2. FY23 BA XI Exhibit A 09-11-2023 - v5
3. FY23 BA XI Exhibit B 09-11-2023 v.3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2022-19, PASSED AND APPROVED AUGUST 29, 2022, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2022-23, BY APPROVING "BUDGET AMENDMENT XI" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2022-23, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2022-23"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2022-23; NOW THEREFORE,

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

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23," is hereby amended for municipal purposes as shown on "Budget Amendment XI" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment XI shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the

omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of September, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2022 – 2023
Budget Amendment XI – Exhibit A
September 11, 2023**

1. **Parks & Recreation Department – Two Vans for Senior Program, \$175,933.** Appropriate funds for the purchase of two vans for the Parks & Recreation senior program. These two vans replace the bus that was unrepairable and sold earlier this year. The funding source will be unassigned general fund balance.
2. **Parks & Recreation Department – Senior Program Donations, \$6,405.** Appropriate senior program donations above budget to offset additional program expenses for the remainder of fiscal year 2023. Funds will be appropriated to the Senior Program division's community events account.
3. **Parks & Recreation Department – VRP Replacement Vehicles, \$171,115.** Appropriate funding needed for the replacement of three Parks & Recreation vehicles. The Parks & Recreation department was able to work with local/cooperative purchasing dealers to secure vehicles prior to the new model year vehicle releases. Funds will come from the Vehicle Replacement Plan unassigned fund balance.
4. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$571,234.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond construction. The City received a reimbursement of \$552,845 for construction services. Advance funding for pay application #9 and #10 was originally approved at the August 7, 2023 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance. Additionally, \$600,331 was appropriated for the advance funding at the August 7, 2023 City Council meeting, however this amount should have been reduced by a change order (\$18,389) funded by the City. The reimbursement to unassigned fund balance includes the difference for a total of \$571,234.
5. **Police Department -- Insurance Reimbursement, \$2,823.** Appropriate insurance reimbursement received from TML-IRP for K9 Rick's medical expenses. Funding will be appropriated to the Patrol division's operating services account.
6. **Parks & Recreation Department – Insurance Reimbursement, \$6,210.** Appropriate insurance reimbursement received from State Farm Insurance for damage to a median. Funds will be appropriated to the Parks & Recreation's Parks division for repairs.
7. **Public Safety – Animal Control, \$200.** The Animal Control division of Public Safety received a \$200 unrestricted donation. The donation will be appropriated to the Animal Control division's operating services account.
8. **City Secretary's Office – Elections, \$27,865.** Appropriate funds to cover the unexpected increase for the May 6, 2023 election administered by Galveston County. The increase is due to State mandates related to the paper for the new election equipment, additional personnel to handle the new equipment, and peace officers needed to lock and transport ballot boxes. The funding source will be unassigned general fund balance.
9. **Fire Marshal's Office – Transfer, \$10,000.** Appropriate funds to cover the removal cost of federal signal sirens once used for pipeline emergencies. These sirens are unserviceable and inoperative. A portion of the project, \$35,500 will be funded by the Police Department Communication division's equipment maintenance account. The remaining amount, \$10,000 will be funded by a transfer from the Fire Marshal's Office environmental clean-up account.

10. **Facilities – Public Safety Building, \$185,974.** Appropriate funding needed for Public Safety Building facility maintenance including partial replacement of the perimeter wall at a cost of \$112,329.31, exterior pressure washing and painting of original building at a cost of \$47,500, and HVAC unit replacement at a cost of \$26,144. Funding source will be unassigned general fund balance.

City of Friendswood				
September 11, 2023				
2022-2023 Budget Amendment XI - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate unassigned fund balance for the purchase of two vans for the Parks & Recreation Senior Program	(175,933)
1	001-6429-452.8300		Appropriate unassigned fund balance for the purchase of two vans for the Parks & Recreation Senior Program	175,933
2	001-0000-38630		Appropriate Senior Program donations that exceeded budgeted expenses	(6,405)
2	001-6429-452.7910		Appropriate Senior Program donations that exceeded budgeted expenses	6,405
3	301-0000-30100		Appropriate VRP fund balance for the advance purchase of three Parks & Recreation trucks scheduled for FY24 replacement	(171,115)
3	301-0501-456.8300		Appropriate VRP fund balance for the advance purchase of three Parks & Recreation trucks scheduled for FY24 replacement	171,115
4	123-0000-33100		Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Forest Bend Detention Pond Pay App 9&10	(552,845)
4	123-7001-431.8591	FBDETPOND	Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Forest Bend Detention Pond Pay App 9&10	552,845
4	123-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 9&10	(571,234)
4	123-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 9&10	571,234
4	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 9&10	(571,234)
4	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 9&10	571,234
5	001-0000-38310		Appropriate TML Insurance proceeds for K9 "Rick" medical expenses	(1,853)
5	001-0000-38310		Appropriate TML Insurance proceeds for K9 "Rick" medical expenses	(970)
5	001-2120-421.7400	K9RICKREV	Appropriate TML Insurance proceeds for K9 "Rick" medical expenses	2,823
6	001-0000-38310		Appropriate State Farm insurance proceeds for median repair	(5,329)
6	001-6430-456.6210		Appropriate State Farm insurance proceeds for median repair	5,329
7	001-0000-38600		Appropriate unrestricted donation to Animal Control	(200)
7	001-2150-441.7400		Appropriate unrestricted donation to Animal Control	200
8	001-0000-30500		Appropriate unassigned fund balance for Galveston County election cost increase	(27,865)
8	001-0201-411.7800		Appropriate unassigned fund balance for Galveston County election cost increase	27,865
9	001-2510-422.7841		Transfer funds to Police Department - Communications Division for siren pole removal	(10,000)
9	001-2110-421.6800		Transfer funds to Police Department - Communications Division for siren pole removal	10,000
10	001-0000-30500		Appropriate unassigned fund balance for Public Safety Building repairs and maintenance (perimeter fencing replacement, exterior pressure washing and painting, HVAC unit)	(185,974)
10	001-6460-419.6600	8PS421	Appropriate unassigned fund balance for Public Safety Building repairs and maintenance (perimeter fencing replacement, exterior pressure washing and painting, HVAC unit)	185,974

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/07/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final reading an ordinance amending Chapter 74 "Taxation" of the Friendswood City Code, to add a new article to be numbered and entitled Article V "Hotel Occupancy Tax" to impose a tax on hotel occupancies within the City of Friendswood.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends Chapter 74 "Taxation" of the Friendswood City Code to add a new article to be numbered and entitled Article V "Hotel Occupancy Tax" to impose a tax on hotel occupancies within the City of Friendswood.

This article includes the following:

Section	Title	Description
74-81	Definitions	This section includes the following definitions: • Administrator; • Consideration; • Hotel; • Occupancy; and • Quarterly period.
74-82	Tax imposed	This section imposes a HOT tax of seven percent (7%) of the consideration paid for a hotel room.
74-83	Collection of tax	This section requires the hotelier to collect HOT taxes on behalf of the City.
74-84	Quarterly reports and taxes due	This requires hoteliers to file quarterly reports showing the consideration paid for all rooms in the preceding quarter. This section also provides for a discount of 1% of the amount of tax collected for those who pay timely.
74-85	Penalties	This section establishes civil and criminal penalties for failure to make the required payment,

The effective date of the ordinance will be October 1, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Hotel Occupancy Tax

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 74 "TAXATION" OF THE FRIENDSWOOD CITY CODE, BY ADDING A NEW ARTICLE TO BE NUMBERED AND ENTITLED ARTICLE V "HOTEL OCCUPANCY TAX" TO IMPOSE SUCH A TAX WITHIN THE CORPORATE LIMITS OF THE CITY OF FRIENDSWOOD; 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.

WHEREAS, Section 351.002 of the Texas Tax Code authorizes municipalities to impose a tax on a person who, under a lease, concession, permit right of access, license, contract or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2.00 or more each day, and is ordinarily used for sleeping; and

WHEREAS, revenues from such tax must be used to promote tourism and the convention and hotel industry, and that use is limited to one (1) of nine (9) statutorily provided categories designed to put "heads in beds"; and

WHEREAS, the City Council of the City of Friendswood desires to impose such hotel occupancy tax on hotels within the corporate limits of the City of Friendswood; NOW THEREFORE,

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

Section 1. That Chapter 74 "Taxation" of the Friendswood City Code is hereby amended by adding a new article to be numbered and entitled Article V "Hotel Occupancy Tax," which article shall read as follows:

Chapter 74. TAXATION

ARTICLE V. HOTEL OCCUPANCY TAX

Sec. 74-81. Definitions.

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

Complete, accurate report shall mean provision of each and every element contained or required, in a form(s) prescribed by the or approved in advance by the director.

Consideration shall mean the cost of the use, possession or right to use or possess a room, which room is ordinarily used for sleeping. This term shall not include the cost of any food served by the hotel or personal services rendered by the hotel to the occupant of such room, which service is not related to the cleaning and readying of such room for occupancy.

Director shall mean the director of administrative services of the city.

Hotel shall mean any building or buildings in which members of the public may obtain sleeping accommodations for consideration. This term shall include a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, short-term rental, or other building. This term shall not include a hospital, sanitarium, or nursing home.

Occupancy shall mean the use or possession, or the right to the use or possession, of any room in a hotel if the room is one ordinarily used for sleeping.

Occupant shall mean anyone, who, for consideration, uses, possesses, or has a right to use or possess any room in a hotel under any lease, concession, permit, right of access, license, contract, or agreement.

Permanent resident shall mean a person who has the right to use or possess a room in a hotel for at least 30 consecutive days, so long as there is no interruption of payment for the period.

Short-term rental shall mean the rental of all or part of a residential property to a person who is not a permanent resident.

State governmental entity shall mean this state, or an agency, institution, board, or commission of this state, other than an institution of higher education as defined in V.T.C.A., Education Code § 61.003.

Quarterly period shall mean the regular calendar quarters of the year – the first quarter being composed of the months of January, February and March; the second quarter being the months of April, May and June; the third quarter being the months of July, August and September; and the fourth quarter being the months of October, November and December.

Sec. 71-82. Tax levied; amount.

- (a) *Tax.* There is hereby levied within the corporate limits of the city, a tax upon the cost of occupancy of any room furnished by any hotel where such cost of occupancy is at the rate of \$2.00 or more per day, such tax to be equal to seven percent (7%) of the consideration paid by the occupant of such room to such hotel.
- (b) *Exemption.*
 - (1) No tax shall be imposed hereunder upon the following:

- a. a permanent resident;
 - b. the United States, a governmental entity of the United States, or an officer or employee of a governmental entity of the United States when traveling on or otherwise engaged in the course of official duties for the governmental entity.
 - c. an officer or employee of a state governmental entity who is entitled to reimbursement by the state governmental entity for the cost of lodging and for whom a special provision or exception to the general rate of reimbursement under the General Appropriations Act is applicable if such person provides photo identification verifying the identity and exempt status of the person.
- (2) The right to use or possess a room in a hotel is exempt from taxation under subsection (a) if the person required to collect the tax receives, in good faith from a guest, an exemption certificate stating qualification for an exemption provided in subsection (b)(1)(c). The exemption must be supported by the documentation required under rules adopted by the comptroller and the director.
- (c) *Refund.* A tax imposed on the following persons or entities shall be paid but is subject to refund to the state governmental entity in accordance with subsection (d):
 - (1) a state governmental entity; or
 - (2) an officer or employee of a state governmental entity who is entitled to reimbursement by the state governmental entity for the cost of lodging and for whom a special provision or exception to the general rate of reimbursement under the General Appropriations Act is not applicable.
- (d) *Refund procedure.*
 - (1) A state governmental entity that is entitled under subsection (c) to a refund of taxes paid under this article must file a refund claim with the director.
 - (2) The claim must be filed on a form provided by the director, which shall be substantially similar to that prescribed by the state comptroller, and shall be submitted along with all documentation required by director, which information shall include, but not be limited to, the following:
 - a. A copy of the hotel folio, billing statement, invoice, or other document, that contains the following information:
 - 1. Name of the hotel;
 - 2. Location address of hotel;

3. Name of city where hotel is located;
 4. Name of county where hotel is located;
 5. Date(s) of lodging;
 6. Amount of municipal hotel tax paid;
 7. Method of payment (travel voucher reimbursement, state credit card, state purchase order, direct billing, other); and
 8. Name of employee, if tax reimbursed on travel voucher; and
 9. Additional documentation as may be required by the director to ensure a proper refund is processed.
- (3) A claim for a refund may be filed only for each calendar quarter for all reimbursements accrued during that quarter.
 - (4) A state agency may apply for a refund of state hotel tax no later than two years after the end of the fiscal year in which the travel occurred.
 - (5) A hotel may apply for a refund of hotel occupancy tax erroneously paid under this article no later than twelve (12) months after the end of the month in which the payment was incurred.

Sec. 74-83. Collection of tax.

- (a) *Collection.* Every person owning, operating, managing or controlling any hotel shall collect the tax imposed by this article for the city.
- (b) *Withholding amount due in the event of a sale.* Under the provisions of V.T.C.A., Tax Code § 351.0041, if a hotel is sold, the purchaser shall withhold an amount of the purchase price sufficient to pay any amount due under this article until the seller produces a receipt showing that any amount due has been paid or a certificate issued by the city showing that no tax is due. If the purchaser fails to withhold an amount, the purchaser is liable to the city for the amount required to be withheld.
- (c) *Collection cost reimbursement.*
 - (1) Those persons who are required to collect the tax imposed herein and who report and pay such tax to the city in a timely manner, as required herein, may deduct and withhold from the payment to the city, as reimbursement for the cost of collecting such tax, an amount equal to one percent (1%) of the amount of tax collected in accordance with section 74-82 of this article. The reimbursement provided for

herein shall be forfeited for failure to pay the tax or to file a complete, accurate report in a timely manner as required in this article.

- (2) Any person participating in a hotel occupancy tax rebate with the city shall be prohibited, during the term of the rebate agreement, from withholding the one-percent reimbursement provided for in subsection (c) of this section.
- (3) If the city finds any underreporting of hotel revenue or late reporting of hotel revenue, the hotel will pay the city any amounts previously withheld pursuant to subsection (c)(1) of this section for any month that hotel revenue was not properly and timely reported.

(d) *Audit.*

- (1) *Performance of Audit.* The city may perform or cause an audit to be performed to ensure the proper payment of tax under this article.
- (2) *Costs.* If the city finds that the underreporting of hotel revenue is greater than two percent (2%) of the hotel's reported receipts for any audit period, the hotel shall pay a fee for the cost of the audit. This audit fee will be assessed if (i) the taxes have been delinquent for at least two (2) complete municipal fiscal quarters at the time the audit is conducted and (ii) the city has not received a disbursement from the comptroller as contemplated in V.T.C.A. Tax Code §351.004.

Sec. 74-84. Quarterly reports and payments.

On or before the last day of the month following each quarterly period, every person required to collect the tax imposed by this article, shall file a report with the director. The report shall show the consideration paid for all room occupancies in the preceding quarter, the amount of the tax imposed by this article that was collected on such occupancies, the number of persons exempt from the tax imposed by this article during the quarter, and any other information the director may reasonably require. Such person shall pay the taxes due on such occupancies at the time of filing such report. For example, the report and taxes due for the quarterly period of January, February and March of a given year shall be paid to the city on or before April 30 of the same year. At the time of the quarterly report and payment of the state hotel occupancy tax, there shall also be furnished to the director a copy of such quarterly report.

Sec. 74-85. Rules and regulations.

The director shall have the power to make such rules and regulations as are reasonable and necessary to effectively collect the tax levied in this article, and shall, upon reasonable notice, have access to all books and records of each person who owns, operates, manages or controls a hotel, necessary to verify the accuracy of any report filed, as required by this article and the amount of taxes due under the provisions of this article.

Sec. 74-86. Penalties.

- (a) *Criminal Penalties.* Any person violating any of the provisions of this article, including persons who fail to collect the tax, fail to file a report, file a false report, fail to pay the tax, or who are delinquent in their payment, shall, upon conviction, be punished as provided in section 1-14 of this code.
- (b) *Civil Penalties.* A penalty of fifteen percent (15%) of the tax due shall be imposed on a person, who fails to pay a tax imposed by this article when due if the tax has been delinquent for at least one complete municipal fiscal quarter.
- (c) *Interest on delinquent taxes.* The tax imposed by this article that is not paid to the city when it is due shall accrue interest on the delinquent amount at the rate provided for in V.T.C.A., Tax Code § 351.0042.
- (d) *Assessment.* If any person fails to file a report for any period as required by this article, or shall fail to pay the tax for any period as required by this article, then the director is hereby authorized to make an assessment of the tax for such period. The tax assessed, together with any penalties provided by statute, shall be a prior and superior line on all property of the hotel.
- (e) *Additional remedies.* The city is hereby authorized to take additional actions against any person who violates any provision of this article in accordance with V.T.C.A., Tax Code ch. 351. The penalties provided for in this section, are in addition to other remedies and/or actions for collection available to the city by law.

Section 2. That a person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each day of violation shall constitute a separate offense.

Section 3. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 4. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. 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 6. This ordinance shall become effective on October 1, 2023, after its date of adoption and its publication, as provided by law.

PASSED and APPROVED on first reading by the affirmative vote of the City Council this 28th day of August, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading by the affirmative vote of the City Council 11th day of September, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/30/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution ratifying the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

The State of Texas owns and operates FM 518 in Galveston County. The City of Friendswood has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 (W. Edgewood Drive) and Clearview Drive for the purpose of the Friendswood High School Homecoming Parade on October 5, 2023 between 6:30 p.m. and 7:00 p.m. Since the number of days between the date of this meeting and the date of the parade is less than 30, the City Manager has executed the agreement, and staff is requesting that Council ratify the same.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provide for a safe parade for participants and spectators

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - TxDOT Agreement for the Friendswood ISD Homecoming Parade
2. Exhibit A - TxDOT Agreement for the Friendswood ISD Homecoming Parade Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 and Clearview Drive for the Friendswood High School Homecoming Parade to be held on October 5, 2023, between 6:30 p.m. and 7:00 p.m.; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood sought to enter into an agreement for the temporary closure of FM 518 between FM 2351 and Clearview Drive for the above-referenced parade; and

WHEREAS, since the number of days between the date of this meeting and the date of the parade is less than thirty (30), the City Manager has executed the agreement and is requesting that Council ratify the same; and

WHEREAS, the City Council desires to ratify the agreement so that Friendswood Independent School District may hold its 2023 Friendswood High School Homecoming 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 ratifies the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the Friendswood High School Homecoming Parade to be held on October 5, 2023, between 6:30 p.m. and 7:00 p.m. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of September, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of **FRIENDSWOOD**, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **FM 518**, in **GALVESTON**, County; and

WHEREAS, the local government has requested the temporary closure of **FM 518 (S. FRIENDSWOOD DRIVE) BETWEEN FM 2351 AND CLEARVIEW DRIVE** for the purpose of **FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE**, from **6:30 PM** to **7:00 PM** as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **11th** day of **SEPTEMBER**, **2023**, 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 August 30, 2023
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

Agreement No. _____

Exhibit A



City of Friendswood

Traffic Control Plan

"Friendswood High School Homecoming Parade"

Thursday, October 5, 2023, 6:30 pm

Farm to Market Traffic Stopping Points

FM 518 (South Friendswood Drive)

Clearview Drive

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down Clearview Drive to Quaker Drive to Heritage Drive to Pecan Drive to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to Clearview Drive and FM 518.

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518. Traffic will be allowed to go east or west bound on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518.

Barricade and traffic cones will be used at intersections on FM 2351 and FM 518 and secondary streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

Northbound traffic on FM 518 will be directed down Clearview Drive. Traffic can turn north onto Quaker Drive to FM 2351. Traffic can turn back northbound onto FM 518.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time. (6:30 pm)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Channel 17 Comcast cable service, and ATT Uverse Channel 99

City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

CivicSend email notification program

CivicReady email and text notification

City website, Facebook and Twitter
Other news media

Capt. Dennis Senter, Patrol Commander
Lt. James Price, Parade Master

281-996-3321
281-996-3371

Exhibit B

(Insert Resolution)

Exhibit C

Agreement No. _____

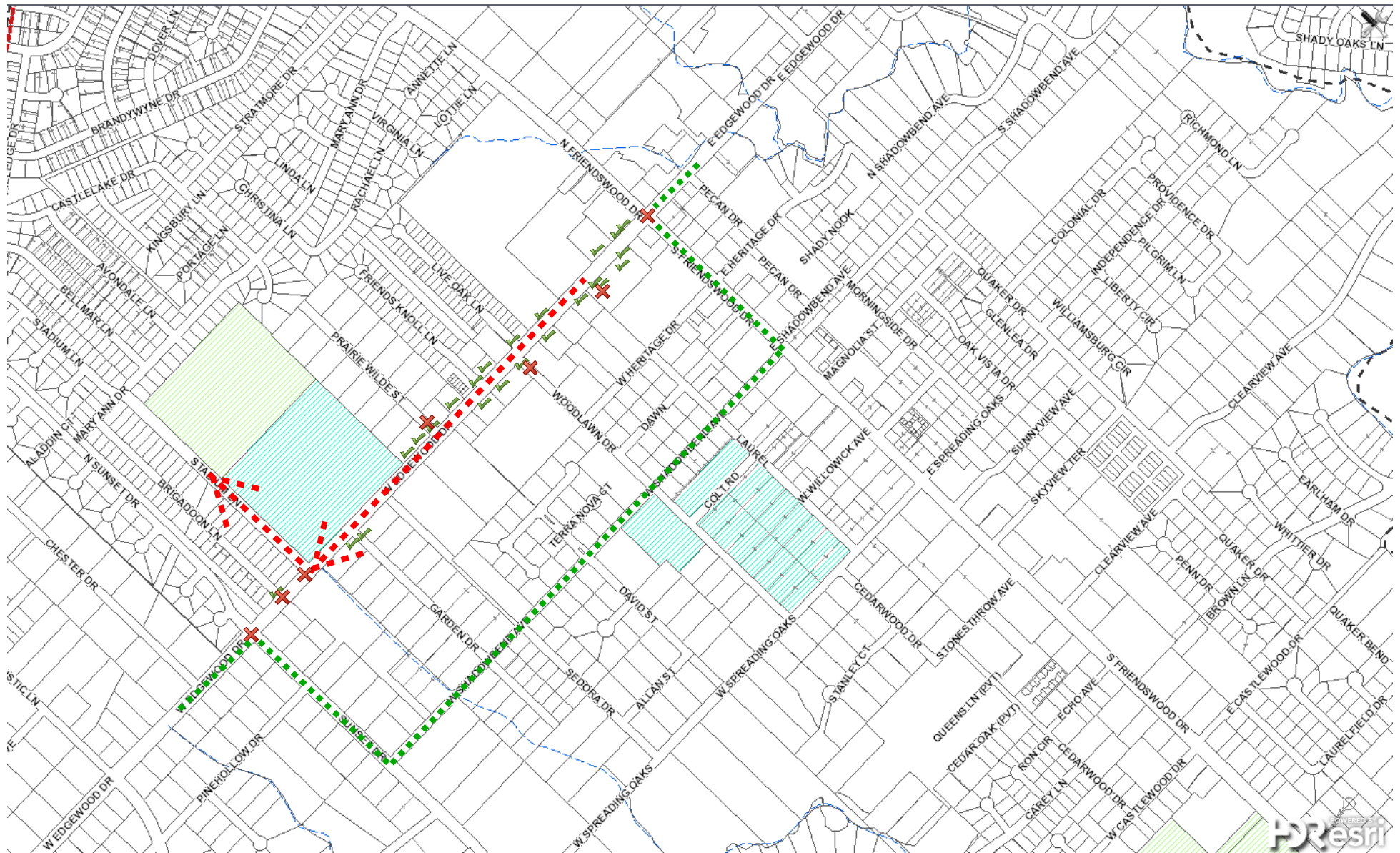
Friendswood High School Homecoming Parade & Pep Rally
Thursday, October 5, 2023
6:30 p.m. to 7:00 p.m.

✕
Police

✓
Barricades

Parade Route

Detour Route



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/07/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the First Amendment to the Lease Agreement with David Davis to allow the City to use its 24.693 acres of land located near Fire Station No. 2, Galveston County, Texas, for a Temporary Debris Storage and Reduction (TDSR) site or for any other purpose in the event of an emergency.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City entered into a Lease Agreement with David Davis for certain city-owned property located near Fire Station No. 2 on March 28, 2019. Specifics of the lease include the following:

TERM: March 4, 2019 – March 4, 2026

CONSIDERATION: Lessee is required to:

- maintain property (mow and bail hay),
- construct drainage improvements,
- erect and maintain a fence,
- pay utility fees and taxes on the property, and
- maintain specified levels of insurance.

RESTRICTIONS: Lessee may not:

- use the premises for any purpose other than for growing grass and baling hay for personal use,
- make alterations to the premises without the prior written approval of the City,
- permit or allow hazardous materials to be brought onto the premises,
- allow any lien to be filed on the premises as a result of Lessee's activities, and
- assign or sublease any portion of the premises.

This First Amendment allows the City to use its property for a Temporary Debris Storage and Reduction (TDSR) site or for any other purpose in the event of an emergency.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. First Amendment to the Lease Agreement

**FIRST AMENDMENT
TO THE
LEASE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to that certain " Lease Agreement" (the "Agreement") between David Davis (the "Lessee") and the City of Friendswood, a home-rule municipal corporation, located in Galveston and Harris Counties, Texas ("Lessor"), is made by and between the same parties on the date hereinafter last specified.

WITNESSETH:

WHEREAS, the Lessor and the Lessee entered into the Agreement for 24.693 acres of land located in Friendswood, Galveston County, Texas, as further described in Exhibits "A" and "B" of the Agreement (the "Premises"), on March 28, 2019, for a term of seven (7) years, ending on March 4, 2026; and

WHEREAS, under the Agreement, the Lessee is to use the premises for growing grass and baling hay for personal use; and

WHEREAS, in emergency conditions, the City desires to use the Premises for a temporary debris storage and reduction site or for any other purpose necessitated by such an emergency; and

WHEREAS, the Lessee is amenable to such use by the City under the terms and conditions stated herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.
2. Amendments. Section 5 "Use of Premises" of the Agreement is hereby amended to add a new subsection to be numbered subsection (c), which subsection shall read as follows:
 - (c) Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that Lessee's use of the Premises is subject to the Lessor's priority use of the same for emergency management purposes, during the prevention, mitigation, preparedness, response, and/or recovery phases of a disaster or emergency situation. The City's use of the Premises may include, but not be limited to, a temporary debris storage and reduction site and/or any other purpose deemed necessary or appropriate by the Lessor's Emergency Management Coordinator in order to protect public health and safety and/or to preserve property. Lessee will not be entitled to any compensation for the Lessor's use of the Premises consistent with this subsection and waives and releases the Lessor, its officers, agents and employees for any and all damages and claims that may arise out of or in connection with such use.

3. Miscellaneous Provisions

- 3.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this First Amendment.
- 3.03. Entire Agreement. The provisions of this First Amendment and the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.
- 3.04 Interpretation. This First Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this First Amendment.
- 3.05 Captions. Captions contained in the Agreement and First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.
- 3.06 No Waiver. By this First Amendment, the Lessor does not consent to litigation or suit, and the Lessor hereby expressly revokes any consent to litigation that it may have granted by the terms of this First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this First Amendment or in the Agreement shall be construed in any way to limit or to waive the Lessor's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this 11th day of August, 2023.

LESSEE

By: 

DAVID DAVIS

CITY OF FRIENDSWOOD

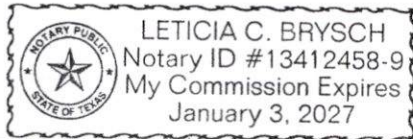
By: 

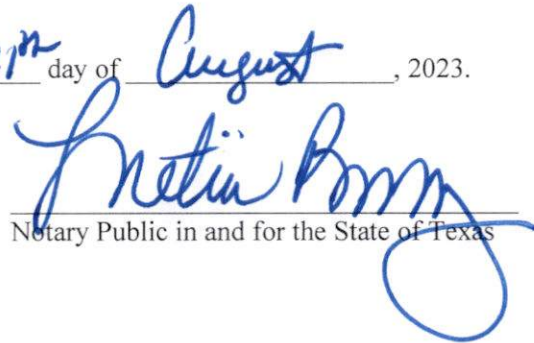
MORAD KABIRI, City Manager

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

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

SUBSCRIBED AND SWORN before me this 11th day of August, 2023.

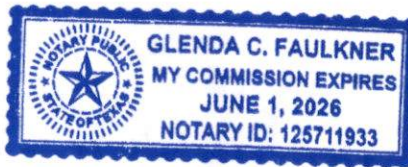



Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me on this day personally appeared Morad Kabiri, City Manager of the City of Friendswood, on behalf of such Texas municipality, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

SUBSCRIBED AND SWORN before me this 10th day of August, 2023.




Notary Public in and for the State of Texas

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/28/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a banner permit application for Good Shepherd Episcopal Church to advertise its annual Harvest Paw Festival.

Originating Department: Public Works

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Good Shepherd Episcopal Church is requesting to hang a street banner. The banner will advertise its annual Harvest Paw Festival. The banner will be displayed between the dates of October 2, 2023, through October 9, 2023. The wording on the banner will state "Harvest Paw Fest"

All required 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 seeks consideration of approval from Mayor & City Council for the hanging of the street banner.

ATTACHMENTS

1. Final Draft -Harvest Paw Fest Street Banner License Agreement
2. Exhibit A - Banner Location
3. Good Shepherd - Banner Application
4. Good Shepherd - Cert. of Liability Insurance
5. Good Shepherd - 1295 Form
6. Good Shepherd - Sales Tax Exemption Cert.

STREET BANNER LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Street Banner License Agreement (this "Agreement") is made and entered into this 11th day of September, 2023, by and between the City of Friendswood, Texas, a home-rule municipal corporation located in Harris and Galveston Counties, Texas (the "City") and Good Shepherd Episcopal Church, a non-commercial, charitable, nonprofit organization, having a principal place of business located at 1207 W. Winding Way Drive, 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 2nd, 2023 to October 9th, 2023.
 - 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 2nd, 2023 and shall remove the same on October 9th, 2023, 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 September, 2023.

CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager (Date)

ATTEST:

LETTIE BRYSCH, City Secretary

THE LICENSEE:

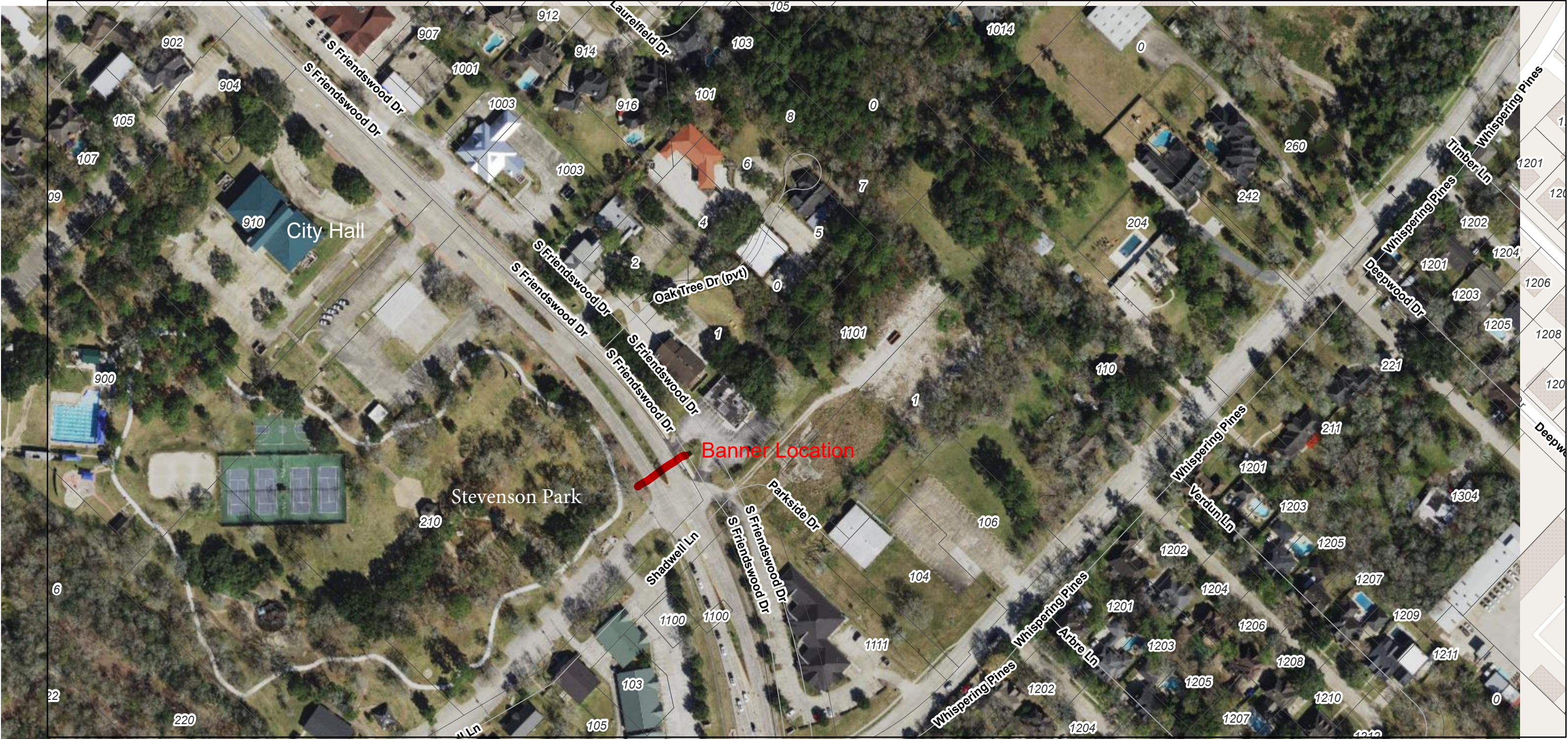
(Signature) (Date)

(Printed Name)

(Title)

Exhibit "A"

Friendswood, Texas



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

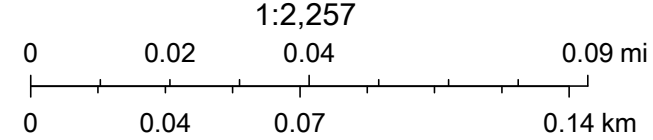
City Limits

Streets

Galveston County Lot Lines

Parcels

Parcels Owner Information



Houston- Galvesotn Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/

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: 7/31/2023

Charitable, Non-Profit Organization Name: Good Shepherd Episcopal Church
Friendswood

Address: 1207 W. Winding Way Drive, Friendswood, TX 77546

Mailing Address: as above, same

Contact Name: Nancy Bradley, volunteer

Phone: 713-703-6303 or church office, 281-482-7630

Effective Dates: Monday, Oct. 2 THROUGH Monday, October 9

Banner Title: Harvest Paw Fest

Banner Meets City of Friendswood Banner Requirement

Nancy Bradley
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.

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

Please print or type information

Date: 7/3/2023

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. By Nancy Bradles
 Applicant Good Shepherd Episcopal Church 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) 25 feet x 4 feet
 Sign Material mesh, canvas, rope
 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 Harvest Paw Fest, Good Shepherd & dates

Background Color Beige-White Legend Color Red, also black

The right of way will be used FROM DATE October 2 TO DATE Oct. 9, 2023
 (maximum of 60 days) and the nature of the event is

Blessing of animals
 The sponsor of the event, if applicable, is Good Shepherd Episcopal Church Friendswood

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.

Nancy Bradles
 Applicant Good Shepherd Church
 By Volunteer Friendswood
 Title Nancy Bradles
 Signature _____

1207 West Winding Way Dr.
 Mailing Address Friendswood
 City 713-703-6303 State TX Zip 77546
 Area Code Telephone Number

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/22/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the 1715 South Friendswood Drive Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Tannos Building Group contracted with Irish Star Construction Company LLC, to construct a new waterline and appurtenances at 1715 South Friendswood Drive for its development.

City staff have inspected the waterline and have found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, Irish Star Construction Company, LLC, to correct any work found deficient during this one-year period. Upon completion of this period, the City will take full ownership and maintenance responsibility for the utility.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 1715 S. Friendswood Dr. Maintenance Bond
2. Notice of Final Completion

NOTICE OF FINAL COMPLETION

PROJECT NAME: 1715 South Friendswood Drive Water Line

1.1 DATE OF FINAL COMPLETION

On June 8, 2023 the Engineering Department received notification that the Contractor, Irish Star Construction Company LLC, wished to declare the Work on the above referenced project being complete and all the Work being acceptable to the City.

A site visit was carried out on June 15, 2023 by the City to ascertain the compliance of the Work with the Contract for Substantial Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the Contractor.

1.2 PUNCH LIST

Contractor certified in Contractor's Certification of Final Completion that all Punch List items were completed or corrected.

The Project Manager scheduled a review of punch list items on June 15, 2023 and the project is now considered to be complete since those items on the punch list have been corrected or otherwise brought into compliance with the Contract and that such correction has been demonstrated to the City.

Failure by the City to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate shall not relieve the Contractor of the responsibility to comply with all provisions of the Contract.

1.3 ONE-YEAR MAINTENANCE PERIOD

With the issuance of this Notice, the project is considered and accepted as Final and that the Contractor's warranty period of one (1) year began on the date of Final Completion, or as stated in the contract if different, and shall remain in effect until September 9, 2023. The Contractor shall provide the City with a One-Year Maintenance Bond in the amount of \$76,741.00 to secure this warranty. All corrective activities conducted by the Contractor, his forces, subcontractors, and suppliers under the One-Year Maintenance period, shall comply with the City's operational schedule and shall in no way interfere with, impinge, or prevent the City's use of the project or benefit from its service. Any corrective actions that may require temporary shut down of any part or component of the project shall be reported in writing, scheduled, and approved by the City's operational staff at least twenty-four (24) hours prior to conducting that work.

At the end of the One-Year Maintenance Period, it is incumbent on the Contractor to contact the City to schedule a One-Year Maintenance walk-through. At that time, a list of deficient items shall be given to the Contractor who shall remedy the items in an expeditious manner. The One-Year Maintenance Bond shall be written so as to remain

00615-1

in effect until completion of all items and a Certificate of One-Year Maintenance Acceptance is issued to the Contractor and to the bonding company.

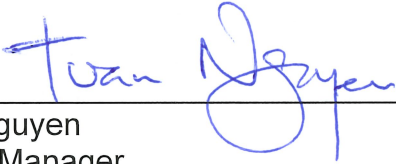
Contractor shall contact the City's operations staff at 281-993-3411 for scheduling any corrective or warranty work on the project. The Engineering Department retains administrative control of the project and all questions regarding approval of corrective work or payment for that work shall be directed to 281-993-3411.

1.4 ACCEPTANCE OF THE WORK

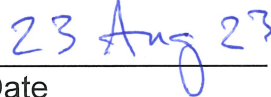
Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council.

Notwithstanding the City's acceptance of the Work, nothing herein shall serve to waive or otherwise extinguish any outstanding claims on the City's part for recovery of Liquidated Damages pursuant to Article IV of the Contract, all such claims being hereby reserved.

1.5 RECOMMENDATION BY STAFF



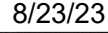
Tuan Nguyen
Project Manager
City of Friendswood



Date



Jildardo Arias, PE, CFM, ENV SP
Director of Engineering
City of Friendswood



Date

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 11, 2023

Date submitted: 08/01/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for July 2023.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co July 2023



Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



August 4, 2023

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 July, 2023 is true and correct.

Under my hand and seal this 4th day of August, 2023.



Cheryl E. Johnson

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

08/01/2023 10:35:58 4328581
TC298-D SELECTION: SYSTEM

RECEIPT DATE: ALL
LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2023 THRU 07/31/2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 31
INCLUDES AG ROLIBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2022	M & O	.388560	119,537.07	.00	9,536.93	.00	129,074.00	10,100.72	.00	.00	139,174.72
	I & S	.098754	30,380.85	.00	2,423.79	.00	32,804.64	.00	.00	.00	32,804.64
	TOTAL	.487314	149,917.92	.00	11,960.72	.00	161,878.64	10,100.72	.00	.00	171,979.36
2021	M & O	.385147	9,105.87-	.00	903.36	.00	8,202.51-	893.16	.00	.00	7,309.35-
	I & S	.102167	2,415.52-	.00	239.64	.00	2,175.88-	.00	.00	.00	2,175.88-
	TOTAL	.487314	11,521.39-	.00	1,143.00	.00	10,378.39-	893.16	.00	.00	9,485.23-
2020	M & O	.392153	18,610.27-	.00	25.31	.00	18,584.96-	21.27	.00	.00	18,563.69-
	I & S	.095161	4,516.02-	.00	6.14	.00	4,509.88-	.00	.00	.00	4,509.88-
	TOTAL	.487314	23,126.29-	.00	31.45	.00	23,094.84-	21.27	.00	.00	23,073.57-
2019	M & O	.432160	421.76	.00	227.75	.00	649.52	156.74	.00	.00	806.26
	I & S	.089279	87.13	.00	47.05	.00	134.18	.00	.00	.00	134.18
	TOTAL	.521439	508.89	.00	274.81	.00	783.70	156.74	.00	.00	940.44
2018	M & O	.437173	145.13	.00	95.79	.00	240.92	58.68	.00	.00	299.60
	I & S	.095218	31.61	.00	20.86	.00	52.47	.00	.00	.00	52.47
	TOTAL	.532391	176.74	.00	116.65	.00	293.39	58.68	.00	.00	352.07
ALL	M & O		92,387.82	.00	10,789.15	.00	103,176.97	11,230.57	.00	.00	114,407.54
ALL	I & S		23,568.05	.00	2,737.48	.00	26,305.53	.00	.00	.00	26,305.53
ALL	TOTAL		115,955.87	.00	13,526.63	.00	129,482.50	11,230.57	.00	.00	140,713.07
DIQ	M & O		27,149.25-	.00	1,252.22	.00	25,897.03-	1,129.85	.00	.00	24,767.18-
DIQ	I & S		6,812.80-	.00	313.69	.00	6,499.11-	.00	.00	.00	6,499.11-
DIQ	TOTAL		33,962.05-	.00	1,565.91	.00	32,396.14-	1,129.85	.00	.00	31,266.29-
CURR	M & O		119,537.07	.00	9,536.93	.00	129,074.00	10,100.72	.00	.00	139,174.72
CURR	I & S		30,380.85	.00	2,423.79	.00	32,804.64	.00	.00	.00	32,804.64
CURR	TOTAL		149,917.92	.00	11,960.72	.00	161,878.64	10,100.72	.00	.00	171,979.36

08/01/2023 10:40:31
TC298-M SELECTION: DEPOSIT

4328619

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 07/01/2023 THRU 07/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 51
INCLUDES AG ROLLEBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020 RF230719	1098340000002	202012	190.01-	0.00	0.00	0.00 HK35	190.01	0.00 RF
2020 RF230719	1098340000002	202012	0.00	0.00	0.00	0.00 HK35	190.01-	190.01-RF
2020 RF230719	1198990010001	202101	23,011.17-	0.00	0.00	0.00 HK35	23,011.17	0.00 RF
2020 RF230719	1198990010001	202101	0.00	0.00	0.00	0.00 HK35	23,011.17-	23,011.17-RF
2020 TOTAL			23,201.18-	0.00	0.00	0.00	0.00	23,201.18-
2021 RF230719	1057910000014	202112	0.00	0.00	0.00	0.00 HK23	121.83-	121.83-RF
2021 RF230719	1057910000014	202112	121.83-	0.00	0.00	0.00 HK23	121.83	0.00 RF
2021 RF230719	1098340000002	202112	244.68-	0.00	0.00	0.00 HK23	244.68	0.00 RF
2021 RF230719	1098340000002	202112	0.00	0.00	0.00	0.00 HK23	244.68-	244.68-RF
2021 RF230719	1198990010001	202201	15,092.40-	0.00	0.00	0.00 HK23	15,092.40	0.00 RF
2021 RF230719	1198990010001	202201	0.00	0.00	0.00	0.00 HK23	15,092.40-	15,092.40-RF
2021 TOTAL			15,458.91-	0.00	0.00	0.00	0.00	15,458.91-
2022 RF230719	1012770000017	202301	244.22-	0.00	0.00	0.00 HK11	244.22	0.00 RF
2022 RF230719	1012770000017	202301	0.00	0.00	0.00	0.00 HK11	244.22-	244.22-RF
2022 RF230719	1022330000004	202301	85.64-	0.00	0.00	0.00 HK11	85.64	0.00 RF
2022 RF230719	1022330000004	202301	0.00	0.00	0.00	0.00 HK11	85.64-	85.64-RF
2022 RF230719	1057910000014	202301	197.93-	0.00	0.00	0.00 HK11	197.93	0.00 RF
2022 RF230719	1057910000014	202301	0.00	0.00	0.00	0.00 HK11	197.93-	197.93-RF
2022 RF230719	1063240000013	202304	294.38-	0.00	32.38-	0.00 HK11	326.76	0.00 RF
2022 RF230719	1063240000013	202304	0.00	0.00	0.00	0.00 HK11	326.76-	326.76-RF
2022 RF230719	1098340000002	202301	293.12-	0.00	0.00	0.00 HK11	293.12	0.00 RF
2022 RF230719	1098340000002	202301	0.00	0.00	0.00	0.00 HK11	293.12-	293.12-RF
2022 RF230719	1198830010005	202212	0.00	0.00	0.00	0.00 HK11	2,466.93-	2,466.93-RF
2022 RF230719	1198830010005	202212	2,466.93-	0.00	0.00	0.00 HK11	2,466.93	0.00 RF
2022 RF230719	1198840010001	202306	1,436.59-	0.00	0.00	0.00 HK11	1,436.59	0.00 RF
2022 RF230719	1198840010001	202306	0.00	0.00	0.00	0.00 HK11	1,436.59-	1,436.59-RF
2022 RF230719	1198840010001	202306	0.00	0.00	0.00	0.00 HK11	531.87-	531.87-RF
2022 RF230719	1359270010001	202210	0.00	0.00	0.00	0.00 HK11	531.87	0.00 RF
2022 RF230719	1359270010001	202210	531.87-	0.00	0.00	0.00 HK11	531.87-	531.87-RF
2022 RF230719	168527	202306	239.21-	0.00	35.88-	0.00 CERT	0.00	0.00 RF
2022 RF230719	168527	202306	0.01-	0.00	0.00	0.00 CERT	0.00	0.00 RF
2022 RF230719	184403	202307	188.70-	0.00	0.00	0.00 CERT	0.00	0.00 RF
2022 RF230719	184403	202307	0.01-	0.00	0.00	0.00 CERT	0.00	0.00 RF
2022 RF230719	201743	202307	1,553.56-	0.00	279.64-	366.64-CERT	0.00	2,199.84-TR
2022 RF230719	201743	202307	271.00-	0.00	0.00	0.00 CERT	0.00	271.00-TR
2022 RF230719	742385	202301	3.25-	0.00	0.00	0.00 HK11	3.25	0.00 RF
2022 RF230719	742385	202301	0.00	0.00	0.00	0.00 HK11	3.25-	3.25-RF
2022 RF230719	H0214595	202301	0.00	0.00	0.00	0.00 HK11		
2022 RF230719	H0214595	202301	0.00	0.00	0.00	0.00 HK11		

08/01/2023 10:40:31
TC298-W SELECTION: DEPOSIT

4328619

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 07/01/2023 THRU 07/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 52
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022 TOTAL			7,806.41-	0.00	347.90-	366.64-	0.00	8,520.95-
TOTAL REVERSALS			46,466.50-	0.00	347.90-	366.64-	0.00	47,181.04-

08/01/2023 10:40:31
TC298-N SELECTION: DEPOSIT

4328619

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 07/01/2023 THRU 07/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 19
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2018 TOTAL			176.74	0.00	116.65	58.68	0.00	352.07
2019 TOTAL			508.89	0.00	274.81	156.74	0.00	940.44
2020 TOTAL			74.89	0.00	31.45	21.27	0.00	127.61
2021 TOTAL			3,937.52	0.00	1,143.00	893.16	0.00	5,973.68
2022 TOTAL			157,724.33	0.00	12,308.62	10,467.36	0.00	180,500.31
TOTAL PAYMENTS			162,422.37	0.00	13,874.53	11,597.21	0.00	187,894.11
2020 TOTAL			23,201.18-	0.00	0.00	0.00	0.00	23,201.18-
2021 TOTAL			15,458.91-	0.00	0.00	0.00	0.00	15,458.91-
2022 TOTAL			7,806.41-	0.00	347.90-	366.64-	0.00	8,520.95-
TOTAL REVERSALS			46,466.50-	0.00	347.90-	366.64-	0.00	47,181.04-
TOTAL FOR UNIT			115,955.87	0.00	13,526.63	11,230.57	0.00	140,713.07

08/01/2023 10:51:1 4328583

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2022 TO 07/31/2023

PAGE: 23
INCLUDES AG ROLLBACK

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

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,778,686,394	114,221,176	4,892,907,570	00.487314	22,761,757.64	17,621

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
------	-----------	-----------	----------------	-----------	----------	---------	--------	------------

2022	22,218,569.13	543,188.51	543,188.51	22,537,136.70	22,537,136.70	224,620.94	99.01	0.00
2021	183,112.68	84,613.24	84,613.24	52,492.33	52,492.33	46,007.11	53.29	0.00
2020	40,724.70	53,251.29	53,251.29	41,051.49	41,051.49	28,524.90	27.71	0.00
2019	31,463.95	9,859.35	9,859.35	1,594.58	1,594.58	20,010.02	7.38	0.00
2018	20,734.77	37.21	37.21	5,821.67	5,821.67	14,875.89	28.13	0.00
2017	13,655.17	.00	0.00	12.53	12.53	13,642.64	.09	0.00
2016	12,123.04	.00	0.00	5.51	5.51	12,117.53	.05	0.00
2015	11,833.72	.00	0.00	6.96	6.96	11,826.76	.06	0.00
2014	12,474.54	.00	0.00	0.00	0.00	12,474.54		0.00
2013	9,677.98	.00	0.00	0.00	0.00	9,677.98		0.00
2012	9,566.41	.00	0.00	0.00	0.00	9,566.41		0.00
2011	6,897.31	.00	0.00	0.00	0.00	6,897.31		0.00
2010	3,613.44	.00	0.00	0.00	0.00	3,613.44		0.00
2009	5,164.80	.00	0.00	0.00	0.00	5,164.80		0.00
2008	4,281.97	.00	0.00	0.00	0.00	4,281.97		0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,707.18	.00	0.00	269.28	269.28	2,437.90	9.95	0.00
2005	1,298.61	.00	0.00	128.00	128.00	1,170.61	9.86	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	512.76	.00	0.00	0.00	0.00	512.76		0.00
2001	263.32	.00	0.00	0.00	0.00	263.32		0.00
****	22,591,284.18	395,427.42	395,427.42	22,556,416.07	22,556,416.07	430,295.53		0.00
CURR	22,218,569.13	543,188.51	543,188.51	22,537,136.70	22,537,136.70	224,620.94		0.00
DELTQ	372,715.05	147,761.09	147,761.09	19,279.37	19,279.37	205,674.59		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 238
INCLUDES AG ROLLBACK

	CERTIFIED ROLL 08/01/2022	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2023
LAND VALUE	6,593,325,295	6,593,325,295	51,742,401	619,160-	51,123,241	6,644,448,536
AG EXCLUSION	32,486,183	32,486,183	204,746	0	204,746	32,690,929
IMPROVEMENTS	873,775,097	873,775,097	159,009,023	50,182,248-	108,826,775	982,601,872
APPRAISED VALUE	6,593,325,295	6,593,325,295	210,751,424	50,801,408-	159,950,016	6,753,275,311
EXEMPTIONS	1,782,152,718	1,782,152,718	49,423,967	3,695,127-	45,728,840	1,827,881,558
TAXABLE VALUE	4,778,686,394	4,778,686,394	161,327,457	47,106,281-	114,221,176	4,892,907,570
LEVY	22,218,569.13	22,218,569.13	1,150,977.92	607,789.41-	543,188.51	22,761,757.64
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	344	210	214	10,809
OVER 65	3,475	3,475	89	75	81	3,556
DISABLED	180	180	5	7	7	187
VETERAN	253	253	10	4	4	257
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2023
LAND VALUE	5,827,810,207	5,827,810,207	0	41,048-	41,048-	5,827,769,159
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	1,565,521	11,740,632-	10,175,111-	764,982,354
APPRAISED VALUE	5,827,810,207	5,827,810,207	1,565,521	11,781,680-	10,216,159-	5,817,594,048
EXEMPTIONS	1,579,451,702	1,579,451,702	987,783	6,239,048	7,226,831	1,586,678,533
TAXABLE VALUE	4,214,667,192	4,214,667,192	577,738	18,020,728-	17,442,990-	4,197,224,202
LEVY	183,112.68	183,112.68	3,099.51	87,712.75-	84,613.24-	98,499.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	61	61	10,359
OVER 65	3,255	3,255	0	22	22	3,277
DISABLED	181	181	0	3	3	184
VETERAN	240	240	0	4	4	244
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: 240
INCLUDES AG ROLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2023
LAND VALUE	5,043,274,252	5,043,274,252	33,676	0	33,676	5,043,307,928
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	1,514,410	10,662,025-	9,147,615-	697,265,725
APPRAISED VALUE	5,043,274,252	5,043,274,252	1,548,086	10,662,025-	9,113,939-	5,034,160,313
EXEMPTIONS	1,218,139,975	1,218,139,975	794,384	1,076,771	1,871,155	1,220,011,130
TAXABLE VALUE	3,797,796,969	3,797,796,969	753,702	11,738,796-	10,985,094-	3,786,811,875
LEVY	40,724.70	40,724.70	3,672.89	56,924.18-	53,251.29-	12,526.59
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	16	16	10,236
OVER 65	3,163	3,163	0	8	8	3,171
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	3	3	224
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

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

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2023
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	2,183,270-	2,183,270-	643,748,602
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	2,183,270-	2,183,270-	4,535,254,552
EXEMPTIONS	1,018,439,121	1,018,439,121	0	187,588-	187,588-	1,018,251,533
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	1,995,682-	1,995,682-	3,492,319,328
LEVY	31,463.95	31,463.95	.00	9,859.35-	9,859.35-	21,604.60
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1-	1-	9,999
OVER 65	2,975	2,975	0	1-	1-	2,974
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2023
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	1,990-	1,990-	617,898,419
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,990-	1,990-	4,207,372,528
EXEMPTIONS	891,117,422	891,117,422	0	5,000	5,000	891,122,422
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	6,990-	6,990-	3,292,407,196
LEVY	20,734.77	20,734.77	.00	37.21-	37.21-	20,697.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 07/01/2023 thru 07/31/2023 as of 08/01/2023

Batch Seq
4328743

Report run on: August 1, 2023 11:20 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 83212	Print Date:07/10/2023						
	Current	39,225.65	9,969.29	0.00	0.00	0.00	49,194.94
	Delq	467.81	109.69	0.00	0.00	0.00	577.50
Last Deposit Date	07/07/2023	\$39,693.46	\$10,078.98	\$0.00	\$0.00	\$0.00	\$49,772.44
ACH 83259	Print Date:07/25/2023						
	Current	50,394.14	12,807.85	0.00	0.00	0.00	63,201.99
	Delq	(28,226.61)	(7,067.50)	0.00	0.00	0.00	(35,294.11)
Last Deposit Date	07/21/2023	\$22,167.53	\$5,740.35	\$0.00	\$0.00	\$0.00	\$27,907.88
ACH 83307	Print Date:08/01/2023						
	Current	39,454.21	10,027.50	0.00	0.00	0.00	49,481.71
	Delq	1,861.77	458.70	0.00	0.00	0.00	2,320.47
Last Deposit Date	07/31/2023	\$41,315.98	\$10,486.20	\$0.00	\$0.00	\$0.00	\$51,802.18
Total:		\$103,176.97	\$26,305.53	\$0.00	\$0.00	\$0.00	\$129,482.50