



**CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 2, 2023, 6:00 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

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. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Senior Citizens Advisory Committee Annual Report.
- B. Receive the Friendswood Chamber of Commerce Annual Report.

7. CITY MANAGER'S REPORT

- A. Receive an update on the Friendswood Library Annual Poetry Festival.
- B. Receive an update regarding Friendswood being named one of the 10 Safest Cities in Texas.
- C. Receive an update regarding National Night Out on October 3.
- D. Receive an update regarding traffic control signage on Bay Area Blvd. at Grissom Road.

8. BUSINESS ITEMS

- A. Consider awarding the Demolition and Removal Services Contract for Deepwood (Bid No. 2023-16) to Arkitektura Development, Inc.

9. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider on first reading an ordinance amending Chapter 30 "Fire Protection and Prevention," Article II "Fire Marshal," Section 30-21 "Office created; appointment" of the Friendswood City Code to rename such section as "Office created" and to reflect that such office is within the Emergency Services Department.

- B. Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds, and Insurance Amounts" of the Friendswood City Code to update the earthwork permit fees, to establish floodplain development permit fees and sitework permit fees, and to codify fees for temporary street banners.
- C. Consider a resolution setting a time date and place for a public hearing to discuss and review the proposed updated land use assumptions, capital improvements plan, and the imposition of impact fees.
- D. Consider a resolution accepting a grant from the Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4586, Texas Severe Winter Storms, for the City of Friendswood Portable Generator Project; designating the City Manager as the Subrecipient Agent for all purposes under such grant; and authorizing a cash match.

10. CONSENT AGENDA

- A. Consider on final 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 final 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 a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood Chamber of Commerce Holiday Lighted Parade on FM 518.
- D. Consider a resolution nominating representatives to the Board of Directors of the Galveston Central Appraisal District for a term commencing on January 1, 2024.
- E. Consider a resolution nominating a candidate to the Board of Directors of the Harris Central Appraisal District for a term commencing January 1, 2024.
- F. Consider a resolution designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2024 General Assembly and Board of Directors.
- G. Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program for 2023-2024.
- H. Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2023-2024.
- I. Consider ratifying the approval of the banner permit application for Good Shepherd Episcopal Church to advertise its annual Harvest Paw Festival.
- J. Consider approving the disposal of a Friendswood Volunteer Fire Department vehicle through Public Surplus.
- K. Consider ratifying an Amendment authorizing an increase in the City of Friendswood's monthly contribution rate to the Texas Emergency Services Retirement System on behalf of the Friendswood Volunteer Fire Department.
- L. Consider authorizing the final acceptance of the Ranch Express Public Paving

Improvements Project.

- M. Consider appointing (i) Barbara Blanchard and (ii) Terry McKee to the Fourth of July Steering Committee for a three-year term beginning November 1, 2023 and ending on October 31, 2026.
- N. Consider appointing (i) Todd Mendenhall and (ii) Michael Fernandez to the Keep Friendswood Beautiful Committee for a three-year term beginning November 1, 2023 and ending October 31, 2026.
- O. Consider appointing (i) Rosie Olivo, (ii) Dorothy Montz and (iii) Micheal Culp to the Senior Citizens Advisory Committee for a three-year term beginning November 1, 2023 and ending on October 31, 2026.
- P. Consider approving the ad valorem tax report for August 2023.
- Q. Consider approving the minutes of the City Council Special Meeting held on August 28, 2023.
- R. Consider approving the minutes of the City Council Regular Meeting held on September 11, 2023.

11. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-02873 in the United States District Court for the District of South Carolina, Charleston Division.

12. DISCUSSION AND POSSIBLE ACTION

- A. Consider a resolution approving a request for exclusion from the Class Action Settlement of *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-02873 in the United States District Court for the District of South Carolina, Charleston Division, and directing the City Attorney to file the same with the Notice Administrator, Counsel for the Settling Defendants, Notice Administrator, Special Master, and Class Counsel.

13. ADJOURNMENT

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

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



Leticia Brysch, City Secretary

Posted in compliance with the Open Meetings Act on this
29th day of September 2023, at 10:00 a.m.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 08/08/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive the Senior Citizens Advisory Committee Annual Report.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Senior Citizens Advisory Committee's annual report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive the report.

ATTACHMENTS

1. 2022-2023 Friendswood Senior Citizen Program Annual Report



Friendswood Senior Citizen Program 2022 – 2023 Annual Report

The Friendswood Senior Citizen Program (FSCP) has finished the '22 -'23 year on a high note. The addition of new games, trips, vans and building updates have all helped in making this year successful.

The City of Friendswood has a large 50 and older community, with multiple Retirement Communities, Assisted Living Facilities and Nursing Homes. These individuals are very active and look forward to new ways to enrich their days and strive for a better quality of life. This has made the FSCP very popular! The program has around 300 active members. The majority are Friendswood residents, but also include members from outlying communities. This growth in attendance has been greatly influenced by higher interest through social media posts but word of mouth continues to be the FSCP's growth greatest impact. There have been a few members from the multiple living facilities who often advertise how much the FSCP has to offer, and take time out of their day, to introduce new members to our facility. The FSCP staff often joke, that the City might start a program for these individuals to earn commission, as a reward for recruiting new members.

In addition to many members attending the facility, the FSCP staff have been challenged to continue to offer high quality activities and programs. A noteworthy program is Chair Volleyball. The FSCP staff has established a partnership with the City of Pearland and the City of West University Place to compete against their teams at each respective facility. On March 07, 2023, our City hosted the 1st annual Chair Volleyball Tournament. Of course, Friendswood were champions at the end, but the friendships made with our neighboring Cities made the moment even more special. The members are looking forward to future tournaments and the addition of more Cities joining the fun. Other games that have thrived are Mah Jongg, Bunco Rummikub and a new favorite, Texas Hold'em. However, the members don't just sit around and play games, they also have their daily routine of exercise. One class that has been busting at the seams is our Tuesday and Thursday morning exercise class, which went from 25 participants to 45 participants. The members have plenty of options for exercise, ranging from Line Dancing, Zumba Gold, and Step Aerobics to more relaxing activities such as Tai Chi, Chair Yoga and regular Yoga.

Aside from games and exercise programs, the FSCP offers a wide variety of trips. Sports, History, Music, Drama and Art are all enjoyed by our members; therefore, staff strive to offer around six trips a month. At the beginning of the year, this became a challenge when the bus was out of service for so long. The FSCP members and staff are very grateful to the Harris County Precinct 2 staff, for accommodating all our trips. Of course, we are now overjoyed to have received two vans! They are a great addition and both members and staff look forward to many trips in a lot smoother rides. We have great appreciation to those who made this possible.

Though the vans are the new rave, the Friendswood Activity Building has also had some notable changes. The highest priority is the safety of our members, and this has been enforced with updated security lighting around the building and the addition of security cameras. The biggest renovation is the new roof drain. Though members had learned to jokingly appreciate the leaks as an indoor waterfall, it is nice to have stayed dry during the last couple of rainfalls.

The Senior Citizen Community has high expectations for the upcoming '23-'24 year. Of course, this this success will continue to be thriving with the support of the many sponsors and volunteers that make it all possible.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: October 2, 2023

Date submitted: 08/08/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive the Friendswood Chamber of Commerce Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Friendswood Chamber of Commerce's annual report. Dan Garza will be in attendance to present the report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. 2023Address to the CityInformation

Friendswood
Chamber of Commerce
Monday, October 2, 2023

Annual Report to the City

Mr. Mayor, Council Members, Ladies and Gentlemen

Good evening,

I am Dan Garza, a member of the Board of Directors of the Friendswood Chamber of Commerce. You have received a copy of the written report, so I will not cover it in detail. I would like to take some time and highlight a few things that relate to the role of the Chamber in serving the city.

1. 'State of the City' luncheon for the mayor which is open to the public.
2. Host the spring Chamber reception for all businesses. – Party on the Patio
3. Host Safety Awareness seminars held by the Friendswood Police Department.
4. Host for 'Candidates Forum' and/or 'Meet and Greet.'
5. Provide location for 'Hurricane Awareness and Preparation' seminars held at the Chamber office for the businesses by the Friendswood Fire Marshal's office.
6. Partner with Santa in the Park, Christmas Parade, Halloween in the Park, Car Show.
7. "State of the District" in partnership with Fisd.
8. Friendswood Downtown partnership with Shop Local – Love Card

The Chamber is grateful for its partnership with and support from the City of Friendswood.

The Chamber has the fortunate position of helping to ensure that there is an ever-present, positive, and nurturing environment for our businesses. Creating such an environment is a joint effort and we are blessed to have partners aligned in this vision.

- The Chamber staff attends Galveston County events, City Council & emergency management meetings, the July 4th meetings, and sits on the Economic Development Committee. Carol is also a member of the Gulf Coast Chamber Executives, which promotes Friendswood throughout the state.

Friendswood continues to be a thriving community. We continue to see growth in the city as well as in the Chamber. The Chamber remains ready and willing to work with the City of Friendswood, Friendswood ISD, Clear Creek ISD and the many businesses and non-profit organizations that benefit the Friendswood community.

On behalf of the Board of Directors and the staff of the Chamber, we thank you for your time and continued support. We ask that you let us know how we may continue to be of service in our community!

Thank You and God Bless!

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 06/29/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

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

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Thirty-six poets from Friendswood and the Houston area, as well as poets from Canada, England, India, and the United States, will be represented in Friendswood Library's 6th Annual Poetry Festival held on Saturday, November 4th beginning at 11am.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/11/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive an update regarding Friendswood being named one of the 10 Safest Cities in Texas.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood was named one of the 10 Safest Cities in Texas for 2023 by nyrentownsell.com and came in at number three.

Receive an update regarding Friendswood being named as one of the 10 Safest Cities in Texas. Per the article, Friendswood is described as follows:

In the southeast corner of Texas lies Friendswood, a small city renowned for its safety, exceptional schools, and friendly residents. With a population exceeding 40,000 people, Friendswood boasts secure streets and an inviting community.

With a violent crime rate of almost zero and an astonishingly low property crime rate of only 6.56 per 1,000 residents, it is undeniably a secure place to call home.

Moreover, its commitment to education is equally remarkable. A staggering 98% high school graduation rate and an impressive college education rate of 44% truly demonstrate the city's dedication.

The methodology used to determine the ranking is by using crime data and highlighting cities that have a low violent crime rate and a low property crime rate. They also tend to have a higher median income and a lower poverty rate than other cities in Texas.

The cost of living in these cities is also relatively high, but it is still lower than the cost of living in major cities like Austin, Dallas, and Houston. If you're looking for a safe and affordable place to live in Texas, one of these 16 cities is a great option.

We would like to thank our city staff, especially law enforcement, for making Friendswood one of the Safest Cities in Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/18/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive an update regarding National Night Out on October 3.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Members of the Friendswood Police Department and the Friendswood Volunteer Fire Department will be participating in the 40th Annual National Night Out on October 3, 2023, from 6:00 – 9:00 PM. National Night Out is a night for neighbors and local law enforcement to partner together to build a safer community. Representatives from both departments will attend events throughout the community in neighborhoods that registered. We appreciate our local law enforcement agencies that make our community safe place to live.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/26/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive an update regarding traffic control signage on Bay Area Blvd. at Grissom Road.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Engineering, PD, and Public Works recently evaluated the intersection of West Bay Area Blvd, at Grissom Road, for a possible multi-way stop improvement. After their evaluation, and in accordance with standard traffic engineering protocol, a multi-way stop control is warranted and will be installed on Wednesday, October 4th.

Notices will be given on social media, as well as message boards placed on Bay Area Blvd, alerting motorists of the new stop control measures.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 06/28/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider awarding the Demolition and Removal Services Contract for Deepwood (Bid No. 2023-16) to Arkitektura Development, Inc.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On January 14, 2019, Council approved submission of a Community Development Block Grant-Disaster Recovery (CDBG-DR) Buyout Application. The application, which was submitted to the General Land Office (GLO), included properties damaged during Hurricane Harvey in Frenchman's Creek and off Deepwood Drive. The grant in the amount of \$2,762,650.00 is for the acquisition and demolition of homes in such areas.

On August 23, 2023, the City published Bid 2023-16 Demolition and Removal Services-Deepwood. Four sealed bids were received on Tuesday, September 12, 2023. After review of bids to ensure guidelines were met, the lowest bid was withdrawn/rejected, as the bidder could not provide a trained asbestos removal supervisor as required by the bid documents and by federal regulations. The selection committee recommended awarding the contract for the CDBG-DR demolition and removal to the next low bidder, Arkitektura Development, Inc. All demolition costs are reimbursable through CDBG Grant award.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Under the CDBG-DR project, the City of Friendswood will acquire and demolish homes on Deepwood Dr.

RECOMMENDATIONS

Staff recommends Council to authorize the City Manager to execute a contract for Demolition and Removal Services for the CDBG-DR project with Arkitektura Development, Inc.

ATTACHMENTS

1. ARKITEKTURA_BID NO. 2023-16
2. ARKITEKTURA_BID NO. 2023-16 - COI
3. ARKITEKTURA_BID NO. 2023-16-2 - Gov't Code Verification
4. ARKITEKTURA_BID NO. 2023-16-3 - 1295 Form
5. ARKITEKTURA_BID NO. 2023 - CIQ Form

INVITATION TO BID NO. 2023-16
CITY OF FRIENDSWOOD
DEMOLITION & REMOVAL SERVICES – DEEPWOOD

BIDDER INFORMATION

1. Full Name of Applicant: Phillip Contreras
2. Name of Company: Arkitektura Development, Inc.
3. Business Address: 236 Ibis Street
- City: Webster State: TX Zip: 77598
4. Primary Phone: 832-385-0106 Secondary Phone: 281-957-9192
5. Email Address: pc@arkdevinc.com Website: www.arkdevinc.com

BIDDER RESPONSES

6. Business Structure: (Check one, as applicable)
- ☐ Sole Proprietorship
- ☐ Partnership or Limited Partnership
List or Attach Partners:
- ☐ Limited Liability Company
List or Attach Members:
- ☒ Corporation
7. Identify the project manager who will be assigned to this Project if awarded?
Richard Lera
8. How many years has your company been providing demolition and removal services in the Friendswood area?
4 years
9. Does your company have experience with government contracts and federal requirements contained in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.?
- ☒ Yes ☐ No
10. Please include the names and telephone numbers of persons whom the City can contact for references regarding your company's past performance on similar projects

Heather Van Dine 281-993-3411 (220 Shadwell Way, 704 & 706 N. Clear Creek Drive, Friendswood, TX)
Caroline Egan 281-342-6185 (408 Carroll Road, Richmond, TX, Fort Bend County)
Jason Reynolds 281-336-6299 (16, 18, 20, 22, 24, 26, 28 Leeward Lane, Houston, TX, Nassau Bay)

BID FORM

Please use the forms below or include equivalent pricing and fees breakdown in your submittal. Note that pricing breakdown to include profit, must be included as a part of the bid. Work performed under the contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be included due to 2 CFR 200.324(b). "Cost plus percentage of cost" type bids are prohibited.

Company Name: ARKITEKTURA DEVELOPMENT, INC.

City of Friendswood #: 2023-16

All work to be performed as described herein and comply with all requirements as part of the submittal.

Quantity numbers provided do not represent actual quantities, but are estimated.

Prices include disposal/recycling/tipping fees which will be borne by contractor.

Unit Cost Proposal			
ITEM	DESCRIPTION		
	Address on Deepwood Drive	1311	1319
	Total Square Feet (SqFt)	974	1228
Bid Item #1: Demolition of Residential Structure			
1-001	Demolish Structure	3633	4580
Bid Item #2: Debris Removal from Private Residential Property			
2-001	Remove & Haul Vegetative Debris	150	150
2-002	Remove & Haul Clean C&D Debris	1558	1965
2-003	Remove & Haul RACM/LBP* C&D Debris		
2-004	Remove & Haul Inert Material - Silt/Sand/Dirt	150	300
* Regulated Asbestos Containing Material/Lead-based Paint			
Bid Item #3: Erosion & Sedimentation Control			
3-001	Clean fill dirt - Cubic Yard (CY)	321	405
3-002	Clean top soil - Cubic Yard (CY)	702	885
3-003	Hydromulch - Square Feet (Sqft)	117	147
3-004	Silt Fence - Linear Foot (LF)	224	224
Total by Address			
		6755	8556

Non - Asbestos Properties Total Bid

\$15,311

TOTAL BID

(Asbestos & Non-Asbestos Properties)

\$82,879

Company Name: ARKITEKTURA DEVELOPMENT, INC. City of Friendswood #: 2023-16

All work to be performed as described herein and comply with all requirements as part of the submittal.
 Quantity numbers provided do not represent actual quantities, but are estimated.
 Prices include disposal/recycling/tipping fees which will be borne by contractor.

Unit Cost Proposal									
ITEM	DESCRIPTION								
	Address on Deepwood Drive		1307	1309	1313	1315	1321	1323	
	Total Square Feet (SqFt)		930	1222	1222	1900	1056	1040	
	Bid Item #1: Demolition of Residential Structure								
1-001	Demolish Structure		3469	4558	4558	7087	3939	3879	
	Bid Item #2: Debris Removal from Private Residential Property								
2-001	Remove & Haul Vegetative Debris		150	150	150	150	150	150	150
2-002	Remove & Haul Clean C&D Debris								
2-003	Remove & Haul RACM/LBP* C&D Debris		3680	4497	4497	6992	3886	3877	
2-004	Remove & Haul Inert Material - Silt/Sand/Dirt		300	300	300	300	300	300	300
	* Regulated Asbestos Containing Material/Lead-based Paint								
	Bid Item #3: Erosion & Sedimentation Control								
3-001	Clean fill dirt - Cubic Yard (CY)		330	403	403	627	348	343	
3-002	Clean top soil - Cubic Yard (CY)		671	881	881	1370	762	750	
3-003	Hydromulch - Square Feet (Sqft)		112	147	147	228	127	125	
3-004	Silt Fence - Linear Foot (LF)		224	224	224	224	224	224	224
	Total by Address								
			8936	11160	11160	16978	9736	9598	

Asbestos Properties Total Bid

\$67,568

TOTAL BID
 (Asbestos & Non-Asbestos Properties)

\$82,879

BID CERTIFICATION

The undersigned certifies that (s)he is authorized to submit this Bid on behalf of the entity named below, and agrees to the following:

1. Bidder will be able and willing to provide services as described in this ITB in compliance with all terms and conditions herein;
2. If Bidder is a corporation, Bidder will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. Bidder will be able and willing to comply with the insurance, indemnification, and federal requirements set out in this ITB;
4. All statements made in this Bid submission are true and correct and Bidder understands that any false statements or failure to disclose required information may result in disqualification of this Bid from consideration.

Bidder Name: Arkitektura Development, Inc.

By:  09/10/2023
(Signature) (Date)

Printed Name: Phillip Contreras

Title: President

BID SPECIFICATIONS

1. Scope of Services. The Successful Bidder (the "Contractor") will supply all labor, materials, and supervision necessary, including moving equipment and vehicles, to perform the following scope of services in compliance with U.S. Housing and Urban Development (HUD) Section 3:

The Contractor will be required to perform demolition services and removal of the structures, any outbuildings, basements, foundations, and site improvements, including but not limited to: retaining walls, paving, foundation, landscaping, concrete pads, sidewalk and driveways, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc. on the following properties:

DEEPWOOD	
1307 Deepwood Drive Friendswood, TX 77546	1309 Deepwood Drive Friendswood, TX 77546
1311 Deepwood Drive Friendswood, TX 77546	1313 Deepwood Drive Friendswood, TX 77546
1315 Deepwood Drive Friendswood, TX 77546	1319 Deepwood Drive Friendswood, TX 77546
1321 Deepwood Drive Friendswood, TX 77546	1323 Deepwood Drive Friendswood, TX 77546

- 1.1 Demolition and Removal Services. Contractor must provide all labor, material, equipment, and supervision to complete the work including, but not necessarily limited to the following:
 - a. Provide site utility investigation drawings to the City prior to commencing of work.
 - b. Provide layout as required for demolition operations.

- c. Provide all special engineering, shoring, scaffolding and/or equipment required for demolition operations.
- d. Protect all work which to remain.
- e. Remove existing structures, slab, stilts, and stilt supports to three (3) feet below grade.
- f. Prior to structure demolition the contractor must demolish, remove, salvage and make safe all electrical wiring.
- g. Contractor is required to have a competent foreman on site every day and provide written documentation of review of safety for the days of operation.
- h. Provide adequate manpower and/or overtime to meet construction schedule.
- i. Contractor to provide dumpster for their scope of work and haul off all demolished materials.
- j. Provide multiple mobilizations as required to complete scope of work as directed.
- k. Protect all trees during demolition.
- l. Obtain all permits as required.
- m. Grade the site to drain, and fill using clean filler compacted and topped with four (4) inches of clean topsoil.
- n. Cover site in hydromulch.
- o. Provide any silt fence required to prevent erosion off site.
- p. Verify capping of all plumbing and sewer.

1.2 Demolition Requirements:

- a. Earth-disturbing activities must not commence until all permits are obtained and perimeter erosion control measures are in place.
- b. Demolition must be closely coordinated with the City's representative regarding items to be removed, etc. including any and all tree preservation. Removal, relocation and/or disposal of any pre-existing on-site trash, debris or stockpiles must be included in the total cost of demolition and must be coordinated with the City's representative at all times.
- c. Contractor must use extreme caution to limit and not damage or destroy existing tree, roots, limbs or cause over compensation of the soils. Do not create low spots around trees. Discussion of trees to be left will take place with the awarded contractor prior to commencement of demolition.
- d. Contractor must comply with the fullest extent all regulations governing agencies regarding the demolition, removal, transportation and disposal of all demolition debris, including regulations regarding Regulated Asbestos Containing Material (RACM) and Lead-based Paint (LBP).
- e. Disposal must be at a Type I or Type I arid exempt (AE) Municipal Solid Waste (MSW) landfill as permitted by Texas Commission on Environmental Quality (TCEQ).
- f. Contractor must locate and remove all underground utility cables (electric, telephone, etc.) regardless of depth as part of the base bid.
- g. Contractor must verify the water line(s) are capped.
- h. Contractor must verify the sewer line(s) are capped.
- i. Contractor must comply to the fullest extent with the latest OSHA standards for excavation and trenching procedures. Contractor must use support systems, sloping, benching, etc. as necessary for these operations, and must comply with all OSHA performance criteria.

- j. Contractor must verify the disconnection of all utilities serving the existing site with the appropriate utility company, and shall obtain approval from same to commence demolition activities.
 - k. Existing structure to be demolished and disposed of in accordance with the authority having jurisdiction. Where foundation structure is removed, backfill with clean fill compacted and covered with 4" of clean topsoil to adjacent grade free from irregular surface changes to ensure no standing water.
 - l. Contractor must not bury, dispose, or leave any materials on site after completion of project.
 - m. Contractor must comply with all demolition requirements contained in the Friendswood City Code, including, but not limited to, Sections 14-332, 14-333
2. Demolition Agreement. The Contractor must submit with its invitation to bid an executed demolition agreement, which is attached hereto as Attachment A.
3. State and Federal Requirements. The Contractor must comply with all applicable state and federal requirements, including those specified in Attachments B – I and submit executed copies as required in the ITB.

DEMOLITION AND REMOVAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

THIS DEMOLITION AND REMOVAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the CITY OF FRIENDSWOOD, a municipal corporation located in Harris and Galveston Counties, Texas and Arkitektura Development, Inc., (the "CONTRACTOR") for the demolition of the structures to be demolished.

1. DEFINITIONS OF TERMS

For the purpose of this Agreement, the definitions set forth below shall govern unless it is apparent from the context that it has a different meaning.

1.01 CITY.

Whenever the word *City* is used, it shall mean and be understood as referring to the City of Friendswood, Texas, its officers, agents, representatives, and employees.

1.02 CODE.

The term *Code* shall mean the Code of Ordinances of the City of Friendswood, Texas, as amended to the effective date hereof, unless otherwise specified in this Agreement or in the Code.

1.03 CONTRACT DOCUMENTS.

The *Contract Documents* shall consist of the Invitation to Bid and all attachments thereto, Bid Form, Bidder's Certification, Bid Specifications, this Agreement, Performance and Payment Bonds (when required), special bonds (when required), Addenda (if applicable), and Technical Specifications, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

1.04 CONTRACTOR.

Whenever the word *CONTRACTOR* is used, it shall mean the person, persons, partnership, or corporation who has agreed to perform the Work embraced in these Contract Documents.

1.05 FINAL COMPLETION.

The term *final completion* as used in this Agreement shall mean that all Work specified in a Work Order has been completed, all rubbish has been cleaned up and removed from the Property, all Work specified in a Work Order has been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation regarding the proper disposal of rubbish and the payment of employees and subcontractors has been submitted and all closeout documents have been executed and approved by the CITY.

1.06 INTERPRETATION OF PHRASES.

Whenever the words *directed, permitted, designated, required, considered necessary, prescribed*, or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of the CITY is intended. Similarly, the words *approved, acceptable, satisfactory*, or words of like import shall mean approved by, accepted by or satisfactory to the CITY.

1.07 NONCONFORMING WORK.

The term *nonconforming work* shall mean the Work or any part thereof rejected by the CITY as not conforming to the Contract Documents.

1.08 PARTIES.

The term *parties* shall include the CITY and the CONTRACTOR.

1.09 PROJECT.

The term *project* as used in this Agreement shall be understood to mean and include all that is required to fully comply with the Contract Documents and that yields a final product acceptable to the CITY. The term *Work* shall have like meaning. This project includes all Work required as outlined in the Scope of Work. The project shall be identified in separate Work Orders issued by the City and may be required to be performed after normal working hours if so stated by the City in the Work Order.

1.10 PROPERTY

The term *property* shall mean the real property on which Structures are located which is to be demolished and is further described as follows:

DEEPWOOD	
1307 Deepwood Drive Friendswood, TX 77546	1309 Deepwood Drive Friendswood, TX 77546
1311 Deepwood Drive Friendswood, TX 77546	1313 Deepwood Drive Friendswood, TX 77546
1315 Deepwood Drive Friendswood, TX 77546	1319 Deepwood Drive Friendswood, TX 77546
1321 Deepwood Drive Friendswood, TX 77546	1323 Deepwood Drive Friendswood, TX 77546

1.11 RUBBISH

The term *rubbish* as used in this Agreement shall include all refuse, useless articles, abandoned pipe, mounds of dirt, tires, concrete blocks and slabs, bricks, and in general all litter and all other things that are liable to produce or tend to produce an unhealthy, unwholesome, unsanitary, or unsightly condition.

1.12 STRUCTURE

The term *structure* and *structures* shall mean the improvements located on the Property and are further described as follows:

DEEPWOOD	
1307 Deepwood Drive Friendswood, TX 77546	1309 Deepwood Drive Friendswood, TX 77546
1311 Deepwood Drive Friendswood, TX 77546	1313 Deepwood Drive Friendswood, TX 77546
1315 Deepwood Drive Friendswood, TX 77546	1319 Deepwood Drive Friendswood, TX 77546
1321 Deepwood Drive Friendswood, TX 77546	1323 Deepwood Drive Friendswood, TX 77546

1.13 SUBCONTRACTOR.

The term *subcontractor*, as employed herein, includes only those hired by and having a direct contract with the CONTRACTOR for performance of any work or service relating in any way to the Project. The CITY shall have no responsibility to any subcontractor employed by CONTRACTOR for performance of work on the Project contemplated by this Agreement, and any said subcontractors shall look exclusively to the CONTRACTOR for any payments due the subcontractor.

1.14 WORK.

The term *work* as used herein shall mean and include all that is required to fully comply with the Contract Documents and that yields a final product acceptable to the CITY. The term *Project* shall have like meaning. This Project includes the following: preparation of a storm water pollution prevention plan, demolition and clean-up of the Structure and premises located on the Property.

2. CONTRACT DOCUMENTS.

2.01 COMPLEMENTARY DOCUMENTS.

The Contract Documents comprise the entire agreement between the CITY and the CONTRACTOR concerning the Project. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2.02 PRIORITY OF DOCUMENTS.

In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 2.02.01 Addenda/Change Orders to this Agreement,
- 2.02.02 Federal Requirements included in the Invitation to Bid,
- 2.02.03 This Agreement,
- 2.02.04 Specifications,
- 2.02.05 Invitation to Bid, including all attachments,
- 2.02.06 Performance and Payment Bonds,
- 2.02.07 Bid Form for Project, and
- 2.02.08 Bidder's Certifications for Project.

2.03 AMENDING CONTRACT DOCUMENTS.

No amendments to this Agreement shall be effective and binding until it is reduced to writing and signed by the duly authorized representatives of both Parties.

3. CITY.

3.01 RESPONSIBILITY AND AUTHORITY.

3.01.01 The CITY may periodically review and inspect the Work of the CONTRACTOR.

3.01.02 The CITY may appoint from time to time such subordinate supervisors or inspectors as the CITY may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Contract Documents.

3.01.03 The CONTRACTOR shall regard and obey the directions and instructions of CITY, any subordinate supervisors or inspectors appointed by the CITY provided such directions and instructions are consistent with the obligations of this Agreement.

3.01.04 Should the CONTRACTOR object to any orders by any subordinate supervisor or inspector appointed by the CITY, the CONTRACTOR may within two (2) calendar days from receipt of such order make written appeal to the CITY's Representative for his decision, whose decision shall be final and binding on the Parties.

3.01.05 The CONTRACTOR shall attend meetings called by the CITY upon twenty-four (24) hours' notice unless otherwise agreed by the Parties.

3.01.06 The CONTRACTOR shall not be allowed to erect, install, or use additional structures on the Property for the storage, maintenance of materials or use of employees and subcontractors. Additionally, the CONTRACTOR shall not damage the Property or any structure thereon, other than the Structure being demolished. The CONTRACTOR shall maintain sanitary conditions on the property at all times in a manner satisfactory to the CITY.

4. COMMUNICATIONS.

4.01 The CONTRACTOR shall forward all communications, written or oral, to the CITY through the CITY's Representative.

4.02 WRITTEN NOTICE.

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by telecopier, overnight or facsimile transmission or if delivered or sent by certified or registered mail to the last business address as indicated herein. Each party will have the right to change its business address by giving at least thirty (30) calendar days' written notice to the other party of such change. Notice given by mail shall be deemed given three (3) calendar days after the date of the mailing thereof.

5. AWARD OF CONTRACT.

- 5.01 Upon execution of this Agreement, the CONTRACTOR shall deliver to the CITY all documents, affidavits, bonds, declaration pages and certificates of insurance required herein.
- 5.02 The CONTRACTOR shall be prepared to perform the Work in the most expedient manner possible and complete the same on or before the date agreed for Final Completion.
- 5.03 The Work shall be commenced within **ten (10) calendar days** of the date specified in the notice to proceed. In the event of any dispute, the records of the CITY shall be conclusive evidence as to the date specified on the Notice to Proceed.
- 5.04 Time is of the essence in this Agreement.

6. WORK

- 6.01 The CONTRACTOR shall complete and be responsible for all work as specified, indicated, or described in the Contract Documents. The CONTRACTOR shall complete and be responsible for all extra work as described in this Agreement. **All work done and all materials furnished shall be in strict conformity with the Contract Documents.** The substantial completion of the work shall not excuse the CONTRACTOR from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the CONTRACTOR fails to perform the work as required for Final Completion, the CITY may contract with a third party to complete the work and the CONTRACTOR shall assume and pay the costs of the performance of the work specified or contemplated by the Contract Documents.
- 6.02 The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendents, laborers, insurance, fuel, transportation, and all other facilities and utilities necessary for the execution and completion of the work specified or contemplated by the Contract Documents.
- 6.03 PERMITS, FEES AND LEGAL COMPLIANCE.
 - 6.03.01 The CONTRACTOR shall secure and pay all permits, fees, licenses, and inspections necessary for the proper execution and completion of the work. The CONTRACTOR will not, however, be required to pay for any permit fees normally charged for permits of the CITY, which will be waived in conjunction with this Agreement.
 - 6.03.02 The CONTRACTOR shall give all notices required by law and comply with all laws, ordinances, regulations, codes, rules and lawful orders of all public authorities bearing on the performance of the work.

7. TIME: COMPLETION DATES, EXTENSIONS, DELAYS.

- 7.01 The date of beginning and the date for Final Completion of work as specified in this Agreement are essential conditions of this Agreement.

- 7.02 The work will be completed within **thirty (30) calendar days** from the date specified on the notice to proceed that is given by the CITY. In the event of any dispute, the records of the CITY shall be conclusive evidence as to the date specified on the notice to proceed.
- 7.03 EXTENSIONS.
- 7.03.01 The CONTRACTOR has submitted its bid in full recognition of the time required for the completion of this Project taking into consideration all factors, including, but not limited to, the average climatic range, the characteristics of the site and Structure and industrial conditions.
- 7.03.02 The CONTRACTOR has considered the liquidated damage provision, and understands and agrees that it shall not be entitled to nor will it request an extension of time for Final Completion under this Agreement, except with the work that has been delayed by an act or neglect of the CITY or by changes ordered in the work, or reductions thereto in writing.
- 7.03.03 Within seven (7) calendar days of any act or incident that the CONTRACTOR reasonably believes may justify an extension of time for Final Completion, the CONTRACTOR may apply in writing for an extension of such time, submitting therewith all written justification as may be required by the CITY. Thereafter, the CITY, within seven (7) calendar days after receipt of a written request for an extension of time from the CONTRACTOR, which is supported by all requested documentation, shall then grant or deny such written request.
- 7.04 DELAYS.
- 7.04.01 The CONTRACTOR, in undertaking to complete the work within the time herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or weather or otherwise.
- 7.04.02 No charge whatsoever shall be made by the CONTRACTOR for hindrances or delays from any cause whatever during the progress of any portion of the work contemplated by the specifications, but the CITY may grant an extension of time for the completion of the work, provided the CITY is satisfied that such delays or hindrances were due to the extraordinary causes or to the acts of omission or commission by the CITY.
- 7.04.03 It is agreed that the granting of such extensions of time shall in no instance exceed the time actually lost by the CONTRACTOR for reason of such causes, provided that the CONTRACTOR shall give the CITY immediate notice in writing of the cause of the detention or delay.
- 7.05 FINAL COMPLETION. The CONTRACTOR shall notify the CITY when the CONTRACTOR believes that the work is finally completed as defined in section 1.05 herein. If the CITY rejects the Project as finally completed, the CONTRACTOR shall be so notified and shall begin to immediately remedy any nonconforming work. If CITY accepts and deems such

work finally complete, the CONTRACTOR shall be so notified and a certificate of Final Completion, as provided herein, shall be issued.

- 7.06 AFFIDAVIT. The CITY may, prior to the issuance of a certificate of Final Completion require the CONTRACTOR to execute an affidavit in legal form stating that all bills for labor, materials, and incidentals incurred have been paid in full and that there are no claims pending of which the CONTRACTOR has been notified.

8. PAYMENT.

- 8.01 PAYMENT AMOUNT. The CONTRACTOR agrees to perform the scope of services under this Agreement and the CITY agrees to pay the CONTRACTOR for such work based upon the unit prices enumerated in the Invitation to Bid, the total of which shall not exceed the total amount bid, for the completed and accepted work, subject to the allowable deductions specified in this Agreement.
- 8.02 FINAL PAYMENT. Upon Final Completion and acceptance of the work performed in accordance with this Agreement, the CITY shall pay the CONTRACTOR as specified in Section 8.01 hereof less all appropriate adjustments within thirty (30) days after completion of the services or after receipt of an invoice for the same, whichever is later.
- 8.02 RETAINAGE. From invoice, the CITY retains the right to withhold ten percent (10%) for thirty (30) days after Final Completion.
- 8.03 OTHER CHARGES. The CONTRACTOR shall have the sole obligation to pay any and all charges and fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The CONTRACTOR shall not, and shall have no authority whatsoever to, obligate the CITY to make any payments to another party or make any promises or representations of any nature on behalf of the CITY without their specific written approval.
- 8.04 PAYMENT BASED ON ACTUAL WORK AND MATERIALS. If the actual amount of the work to be done and the materials to be furnished differ from estimate and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.
- 8.05 REDUCTION IN SCOPE OR QUANTITY. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. The CONTRACTOR shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job whether bid on a unit price or lump sum basis.

9. INDEPENDENT CONTRACTOR.

- 9.01 In all activities or services performed hereunder, the CONTRACTOR is and at all times shall remain an independent contractor, not an agent or employee of the CITY. The CONTRACTOR, as an independent Contractor, shall be solely responsible for the Project contemplated under this Agreement. The CONTRACTOR shall supply all materials, equipment and labor required for the execution of the work on the Project. The CONTRACTOR shall have ultimate control over the execution of the work under this Agreement. The CONTRACTOR shall have the sole obligation to employ, direct, control,

supervise, manage, discharge and compensate all of its employees and subcontractors and the CITY shall have no direct control of or supervision over the employees of the CONTRACTOR's subcontractors except to the limited extent provided for in this Agreement.

- 9.02 The work to be provided on this Project shall include the furnishing of all labor, materials, equipment, and other services necessary or reasonably incidental to the performance of the work by the CONTRACTOR. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the CONTRACTOR without claim for additional payment, even though not specifically mentioned herein.
- 9.03 The CONTRACTOR shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the CONTRACTOR from its obligations to the CITY under this Agreement. The CONTRACTOR shall appoint and keep on the Project during the progress of the work a competent Project Superintendent-Manager and any necessary assistants, all satisfactory to CITY, to act as the CONTRACTOR's representative and to supervise its employees and subcontractors. All directions given to the Project Superintendent-Manager shall be binding as if given to the CONTRACTOR. Adequate supervision by competent and reasonable representative of the CONTRACTOR is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the CONTRACTOR and is in breach of this Agreement.
- 9.04 The CONTRACTOR agrees to employ only orderly and competent persons, skillful in the performance of the type of work required under this contract, to do the work. Furthermore, the CONTRACTOR agrees that whenever the CITY shall inform the CONTRACTOR in writing that any person or persons performing any of the requisite work are, in the opinion of the CITY, incompetent, unfaithful or disorderly, such person or persons shall be discharged and shall not again be employed to perform any work in relation to this Agreement without the CITY's prior written consent.

10. NATURE OF THE WORK AND CONDITION OF SITE.

- 10.01 It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground and soil, the nature of any structures, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, CONTRACTOR's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, and all other matters that in any way affect the work under this Agreement.
- 10.02 Where the CONTRACTOR is working around or in existing structures, it shall verify conditions at the site, including, but not limited to, door openings and passages. The CONTRACTOR shall provide all special apparatus needed for the project at CONTRACTOR's sole cost and expense.

- 10.03 At the completion of the work, the CONTRACTOR shall leave the premises in a clean and finished condition. Any failure to do so may be remedied by the CITY or its designee and charged back to the CONTRACTOR.
- 10.04 The CONTRACTOR shall remove all waste and rubbish in accordance with the laws of the State of Texas. The CONTRACTOR must provide the CITY a receipt showing proof of proper disposal at an approved solid waste site permitted by the Texas Commission on Environmental Quality or the Texas Department of Health or a solid waste site licensed by a county. The receipt of proper disposal must contain the date, time, amount disposed of, cost of disposal, the name of approved solid waste site where the objectionable materials were taken. The Parties hereto agree that this Agreement will not be completed until such receipt is submitted to the CITY.

11. WORK STOPPAGE.

- 11.01 The CITY shall have the right to order the work of the CONTRACTOR or any subcontractor wholly or partially stopped immediately under any one or more of the following conditions:
 - 11.01.01 the work may be ordered stopped immediately if in the judgment of the CITY, any of the work being done is not in strict accordance with this Agreement;
 - 11.01.02 the work may be ordered stopped immediately until any objectionable person or equipment is removed from the premises; or
 - 11.01.03 the work may be ordered stopped immediately if any portion of the work is being performed so as to create a hazardous condition.
- 11.02 Such stoppage or suspension shall neither invalidate any of the CONTRACTOR's performance obligations under this Agreement, including time of performance and deadlines therefor, nor will extra charge be allowed the CONTRACTOR by reason of such stoppage or suspension.

12. REJECTED WORK.

- 12.01 The CITY may reject any work found to be defective or not in accordance with the Contract Documents. Neither observations by the CITY nor inspections, tests, or approvals made by the CITY shall relieve the CONTRACTOR from its obligation to perform the work in accordance with the requirements of the Contract Documents.
- 12.02 In the event that any work or any part thereof is rejected by the CITY, the CONTRACTOR shall, at its sole expense and after receipt of written notice thereof from the CITY remedy the work so that it shall be in full compliance with the Contract Documents. If the CONTRACTOR does not remedy such work within seven (7) calendar days after receipt of notice from the CITY, then the CITY may have the work performed at the CONTRACTOR's expense and withhold the same from CONTRACTOR's compensation.

13. SUBCONTRACTORS.

- 13.01 The subletting of any portion or feature of the work required in the performance of this Agreement shall not relieve the CONTRACTOR from its obligations to the CITY under this Agreement.
- 13.02 All subcontractors are subject to the approval of the CITY.
- 13.03 If the CITY judges any subcontractor to be failing to perform the work in strict accordance with the Contract Documents, the CONTRACTOR shall discharge the same, but this shall in no way release the CONTRACTOR from its obligations and responsibility under this Agreement.
- 13.04 Every subcontractor shall be bound by the terms and provisions of this Agreement as far as applicable to its work.
- 13.05 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its subcontractors.
- 13.06 Nothing contained herein shall create relations between any subcontractor and the CITY.
- 13.07 RESPONSIBILITY FOR PAYMENT OF SUBCONTRACTORS. The CONTRACTOR shall be solely and exclusively responsible for compensating any of the CONTRACTOR's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever. The CONTRACTOR shall further be exclusively responsible for ensuring that no claims or liens of any type are filed against the Property by CONTRACTOR's employees, subcontractors, materialmen and/or suppliers, arising out of or incidental to the provision of any equipment, materials and/or services performed pursuant to this Agreement.

14. LIQUIDATED DAMAGES.

- 14.01 It is expressly understood and agreed by the Parties that time is of the essence to this Agreement and that the date set for the Final Completion of the work described in the Work Order is an essential condition of this Agreement. It is further understood and agreed that the date for Final Completion of the work is reasonable dates for the completion of the Project, taking into consideration all conditions, including, but not limited to, the average climatic change and conditions and usual industrial conditions prevailing in this locality.
- 14.02 If the CONTRACTOR should neglect, fail, or refuse to complete the work required for Final Completion within the date specified in the Work Order, or any proper extension that is granted in writing by the CITY, then the CONTRACTOR hereby agrees, as a part of the consideration for the awarding of this Agreement, that the CITY may withhold permanently from the CONTRACTOR's total Payment Amount the sum of **ONE HUNDRED DOLLARS (\$100)** for each and every **calendar** day that the CONTRACTOR is in default after the date stipulated for Final Completion as the case may be, not as a penalty, but as liquidated damages for the breach of the Agreement.
- 14.03 The amount of liquidated damages for the CONTRACTOR's failure to meet the deadline for Final Completion is fixed and agreed on by the CONTRACTOR because of the impracticability and extreme difficulty in fixing and ascertaining actual damages that the

CITY would in such an event sustain. The amounts to be charged are agreed to be the damages that the CITY would sustain and may, at the option of the CITY, be retained from either current progress payment or from final payment.

15. WITHHOLD PAYMENT.

Regardless of any bond, the CITY may, on account of subsequently discovered evidence, withhold payment or nullify the whole or part of any acceptance of the work necessary to protect the CITY from loss on account of:

- 15.01 Work that is not in strict accordance with the terms of the Contract Documents;
- 15.02 Claims filed or reasonable evidence indicating probable filing of claims, as determined at the sole discretion of the CITY, for any reason stemming from CONTRACTOR'S' work, including, but not limited to, injury to CITY employee or a third party, damage to CITY property or of a third party or damage to sidewalks, curbs and/or streets;
- 15.03 Failure of the CONTRACTOR to make prompt payments to subcontractors or employees for labor;
- 15.04 Liquidated damages and administrative charges, as determined by the CITY at its sole discretion;
- 15.05 Charges made for repairs to the CONTRACTOR's defective work or repairs made by the CITY to correct damage to other property; and/or
- 15.06 Other amounts authorized under this Agreement.

16. CHARGES FOR INJURY OR REPAIR.

- 16.01 The CONTRACTOR shall be liable and responsible for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the CITY will be made and charged to the CONTRACTOR by the CITY, and shall include, but not be limited to, all work, materials and labor to make the repairs deemed necessary by the CITY.
- 16.02 The CONTRACTOR shall take all necessary precautions to protect any areas adjacent to its work.

17. INSURANCE.

- 17.01 Throughout the term of this Agreement, the CONTRACTOR at its own expense shall purchase, maintain and keep in force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the CONTRACTOR's operations and/or performance of the work under this Agreement, whether such operations and/or performance be by the CONTRACTOR, its agents, representatives, volunteers, employees or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

17.02 The CONTRACTOR's insurance coverage shall be primary insurance with respect to the CITY and its officers, agents and employees. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the CONTRACTOR's insurance and shall not contribute to it. Further, the CONTRACTOR shall include all subcontractors as additional insureds under its commercial general liability policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17.03 The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this contract:

- (1) Workers' Compensation Policy
 - Statutory amounts required by Texas law.
 - Employer's Liability of \$ 1,000,000.
 - Waiver of Subrogation Required
- (2) Commercial General Liability Policy;
 - General aggregate of \$2,000,000.
 - Contractors Protective Liability of \$1,000,000.
 - Products and Completed Operations Aggregate of \$1,000,000.
 - Personal and Advertising Injury of \$1,000,000.
 - Minimum of \$1,000,000 per occurrence.
 - Fire Damage of \$50,000.
 - 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 Required
- (3) Business Automobile Liability Policy, which shall include the following:
 - Combined Single Limits of \$1,000,000.
 - Coverage for "Any Auto."
 - Waiver of Subrogation Required

17.04 Certificates of Insurance provided to the CITY shall contain a provision that coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the CITY via certified mail, return receipt requested.

17.05 The following are general requirements which are applicable to all policies:

- 17.05.01 General Liability and Automobile Liability insurance shall be written by a carrier with an A.M. Best Rating of A:VII or higher in accordance with the current Best Key Rating Guide.
- 17.05.02 Only Insurance Carriers licensed to do business in the State of Texas will be accepted.

- 17.05.03 Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.
- 17.05.04 Claims-made policies will not be accepted.
- 17.05.05 With respect to the Project, the CITY and its officers and employees are to be added as "Additional Insureds" to all commercial general liability and business automobile liability policies. The coverage shall contain no special limitation on the scope of protection afforded to the CITY.
- 17.05.06 A waiver of subrogation in favor of the CITY with respect to each of the required policies must be included.
- 17.05.07 Upon request, certified copies of all insurance policies, declaration pages and/or certificates of insurance shall be furnished to the CITY at no expense to the CITY.

18. PERFORMANCE AND PAYMENT BONDS.

- 18.01 The CONTRACTOR to furnish separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in such forms as the CITY may approve and with sureties as the CITY may approve, for this purpose, guaranteeing faithful performance and faithful payment to all persons supplying labor and materials or furnishing any equipment in the execution of the Agreement. The cost of such a bond shall be included in the CONTRACTOR's proposed price.
- 18.02 All performance, payment, and special bonds required herein shall remain in effect throughout the term of this Agreement and for a period of one (1) year after the completion of the work and shall be extended for any warranty work to cover the warranty period.
- 18.03 If at any time during the execution of this Agreement or in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the CONTRACTOR shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required. Such replacement bond(s) shall be issued by a surety acceptable to the CITY.
- 18.04 The CONTRACTOR shall make such changes and alterations as the CITY may see fit in the work herein contemplated, or any part thereof without affecting the validity of this Agreement and any work accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits on the work that may be dispensed with.

19. PROJECT UNDER CONTRACTOR'S CONTROL.

Any injury or damage caused to the CONTRACTOR or the Project prior to and including the date of Final Completion caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the CONTRACTOR.

20. COMPLIANCE WITH LAW.

The CONTRACTOR's work and equipment shall comply with all state and federal laws, municipal ordinances, regulations and direction of inspectors appointed by proper authorities having jurisdiction.

21. SAFETY PRECAUTIONS.

21.01 Safety precautions at the site are CONTRACTOR's sole responsibility. The CONTRACTOR is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste.

21.02 The CONTRACTOR has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The CONTRACTOR shall, at its own expense, take such precautionary measures for the protection of persons, property and the work as may be necessary.

21.03 The CONTRACTOR shall be held responsible for all damages to property, personal injuries and/or death due to failure to safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the CONTRACTOR at its own cost and expense.

21.04 The CONTRACTOR shall indemnify, hold harmless, and defend the CITY from any liability of whatever nature caused by the CONTRACTOR's failure to comply with applicable federal, state, or local regulations that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment no matter where fault or responsibility lies in accordance with Section 22.01 herein.

22. INDEMNITY.

22.01 The CONTRACTOR agrees to and shall indemnify, hold harmless and defend, the CITY and their respective officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees for injury to or death of any person, or for damage to any property, arising out of or in connection with (i) the work done by the CONTRACTOR and/or its officers, agents, employees and subcontractors (collectively throughout this Article 22 "Contractor's Parties") under this Agreement and/or (ii) the Contractor's Parties' failure to comply with applicable federal, state, or local regulations, where such injuries, death or damages are caused by the sole or joint negligence of the Contractor's Parties or the joint negligence of the CITY and any other person. It is the expressed intention of the parties hereto, both the CONTRACTOR and the

CITY, that the indemnity provided for in this paragraph is an indemnity by the CONTRACTOR to indemnify, protect and defend the CITY from (i) the consequences of the CITY's own negligence, where that negligence is a concurring cause of the injury, death or damage and (ii) the consequences of the Contractor's Parties, 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.

22.02 The CONTRACTOR shall indemnify, protect and defend the CITY from the consequences of the CITY's concurrent negligence in accordance with Section 22.01 for all work done by the Contractor's Parties, including, but not limited to, the following specific instances:

- a. In the event the CITY is damaged due to the act, omission, mistake, fault or default of the Contractor's Parties, then the CONTRACTOR shall indemnify and hold the CITY harmless for such damage.
- b. The CONTRACTOR shall indemnify and hold the CITY harmless from any claims of material suppliers, mechanics, laborers, or other subcontractors.
- c. The CONTRACTOR shall indemnify and hold the CITY harmless from any and all injuries to or claims of adjacent property owners caused by the Contractor's Parties.
- d. The CONTRACTOR shall be responsible for any damage to property, caused by the Contractor's Parties or their equipment.
- e. The CONTRACTOR shall also be responsible for all Contractor's Parties as defined in Section 22.01.
- f. In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, the Successful Bidder further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City.

g. THE INDEMNITY PROVIDED FOR IN THIS ARTICLE 22 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

23. RELEASE

By this Agreement, the CITY does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. The CONTRACTOR assumes full responsibility for the work to be performed and releases, relinquishes, and discharges the CITY, its officers, agents and employees from all claims, demands and causes of action of every kind and character for any injury to, including, but not limited to, death of any person (whether third persons, the CONTRACTOR, or employees of either of the parties). This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the CONTRACTOR's work to be performed under this Agreement whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

24. ABANDONMENT.

24.01 In case the CONTRACTOR should abandon, fail or refuse to resume work within ten (10) days after written notification from the CITY, or if the CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, (i) where performance and payment bonds exist, the sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR (ii) where no bonds exist, the project will be deemed abandoned, and either the CITY or another contractor, at the CONTRACTOR's sole cost and expense, shall complete the work necessary for the project.

24.02 After receiving said notice of abandonment, the CONTRACTOR, unless directed otherwise by the CITY, shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials may ultimately reduce the cost to complete the work and be reflected in the final settlement.

25. TERMINATION.

25.01 If this Agreement is terminated either for cause or convenience, the CITY shall have the right but shall not be obligated to complete the work either itself or by others; and to this end, the CITY shall be entitled to take possession of and use such equipment and materials as may be on the job site and to exercise all rights, options and privileges of the CONTRACTOR under its subcontracts, purchase orders or otherwise; and the CONTRACTOR shall promptly assign such rights, options, and privileges to the CITY. If the CITY elects to complete the work itself or by others, pursuant to the foregoing, then the CONTRACTOR will reimburse the CITY for all costs incurred by the CITY, including, without limitation, applicable, general and administrative expenses, and field overhead, and the cost of necessary equipment, materials and field labor in correcting work by the CONTRACTOR that fails to meet the requirements of the Contract Documents.

25.02 After receipt of a notice of termination, 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. Among other things the CONTRACTOR shall, except as otherwise directed or approved by the CITY, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) 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;
- (c) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) 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; and/or
- (e) With the approval of the CITY, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts.

26. TERMINATION FOR CAUSE.

26.01 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 five (5) days' prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- 26.01.01 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;
- 26.01.02 If a receiver, trustee or liquidator of any of the property or income of the CONTRACTOR shall be appointed;
- 26.01.03 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;
- 26.01.04 If within five (5) calendar days after written notice thereof from the CITY, the CONTRACTOR shall fail to remedy any defective work or work that does not conform to the requirements of the Contract Documents; or
- 26.01.05 If the CONTRACTOR shall fail for any reason to make payment called upon when due.

- 26.02 In the event of such termination for cause, the CONTRACTOR shall not be entitled to receive any payment hereunder and shall be further subject to any claim that the CITY may have against the CONTRACTOR under the provisions of this Agreement or as a matter of law.

27. TERMINATION FOR CONVENIENCE.

- 27.01 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 affected by delivery to the CONTRACTOR of a written notice 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.
- 27.02 In the event of termination for convenience, there shall be an equitable reduction of the Payment Amount to reflect the work actually performed, subject to, however, any claim the CITY may have against the CONTRACTOR under other provisions of this Agreement. 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.

28. COMPLETION AFTER ABANDONMENT OR TERMINATION.

- 28.01 In the event that the CONTRACTOR has abandoned the project or the CITY has terminated the contract for cause and where there is no performance bond provided or where there is a surety but such surety, within seven (7) calendar days after the notice demanding completion is sent, fails to commence the completion and diligent prosecution of the work in compliance with this Agreement, then the CITY may AT ITS OPTION provide for completion of the work in either of the following elective manners:

28.01.01 The CITY may employ such force of men and use such machinery, equipment, tools, materials, and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such monies as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR and/or its surety hereby waives any and all privileges, rights, and claims to receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its surety shall, within seven (7) calendar days, pay the amount of such excess to the CITY.

28.01.02 The CITY, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the CITY of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this

Agreement. In case any increase in cost to the CITY under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or its Surety hereby waives any and all privileges, rights and claims to such excess.

- 28.02 In the event of abandonment by the CONTRACTOR, the CONTRACTOR shall assign to the CITY, in the manner and to the extent directed by the CITY, all of the right, title, and interest of the CONTRACTOR in and to any and all materials located on the property and any subcontracts for work to be performed on the property; in which case the CITY shall have the right to settle or pay all claims arising out of the termination of such orders and subcontracts.

29. DAMAGES.

- 29.01 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 five (5) days' prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- 29.01.01 If the CONTRACTOR shall fail to remedy any default after written notice thereof from the CITY as the CITY shall direct; or
- 29.01.02 If the CONTRACTOR shall fail for any reason to make payments called upon when due; or
- 29.01.03 If the CONTRACTOR commits a default under any of the terms, provisions, conditions or covenants contained in this Agreement.

30. INVALIDITY.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with the legal terms and conditions approximating the original intent of the parties.

31. ENTIRE AGREEMENT.

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. There are no oral understandings, statements, promises or inducements contrary to the terms of this Agreement. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, representative or employee of the CITY either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

32. LITIGATION COSTS.

In the event of litigation, the CONTRACTOR agrees to pay and shall pay all of the attorneys' fees, court costs and other litigation costs of the CITY.

33. TEXAS LAW.

This Agreement has been made under and shall be governed by the laws of the State of Texas.

34. VENUE.

Both parties hereby irrevocably agree that any legal proceeding arising out of or in connection with this Agreement shall only be brought in the District Courts of Galveston County, Texas, or in the United States District Court for the Southern District of Texas, Galveston County, Division.

35. WAIVER.

Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement or part hereof or the right of the CITY thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived the same. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

36. HEADINGS.

The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

37. GENDER AND NUMBER.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

38. CONSTRUCTION OF AGREEMENT.

The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

39. AUTHORITY TO ENTER CONTRACT.

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations and/or business entities.

40. AGREEMENT READ.

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

41. ASSIGNMENT.

CONTRACTOR may not assign or otherwise transfer this Agreement or any rights or obligations hereunder without the prior written consent of the CITY.

42. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and be binding upon the CONTRACTOR and its successors and assigns.

43. MULTIPLE ORIGINALS.

It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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 10th day of September, 2023, the date of execution by the City Manager of the City of Friendswood.

CITY OF FRIENDSWOOD

MORAD KABIRI City Manager

ATTEST:

LETICIA BRYSCH, City Secretary


(Signature)

Phillip Contreras

(Printed Name)

President

(Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, Alexa Scott, the undersigned notary public, on this day
personally appeared Phillip Contreras his capacity as President of
Arkitektura Development, Inc., on behalf of such corporation or other business entity
AS known to me

AS known to me;

_____ proved to me on the oath of _____; or

AS through his/her current drivers license {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}

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 10th day of September 2023.




Notary Public in and for the State of Texas

My commission expires: 08/24/2025

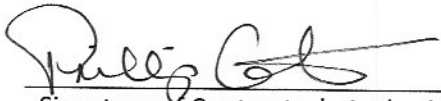
CERTIFICATE OF COMPLIANCE WITH TEXAS FAMILY CODE 231.006 REGARDING PAYMENT OF CHILD SUPPORT

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the submittal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated and payment may be withheld if this certification is not true and accurate.

Phillip Contreras, President

Print Name and Title of Contractor's Authorized Official



Signature of Contractor's Authorized Official

09/10/2023

Date

FEDERAL PROCUREMENT REQUIREMENTS

The following are required Federal Clauses that shall be returned with the submittal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the HUD Secretary, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the HUD Secretary or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the HUD Secretary or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that HUD financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, HUD policies, procedures, and directives.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Housing and Urban Development (HUD) seal(s), logos, crests, or reproductions of flags or likenesses of HUD agency officials without specific HUD pre-approval. The contractor shall include this provision in any subcontracts.

9. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

11. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of \$100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

14. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

17. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense

Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

18. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

19. EQUAL EMPLOYMENT OPPORTUNITY (29 CFR Part 1630, 41 CFR Parts 60 et seq.)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. DAVIS-BACON ACT (40 U.S.C. 3141-3148) & COPELAND “ANTI-KICKBACK” ACT

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

<u>PC</u>	1	Access to Records
<u>PC</u>	2	Affirmative Socioeconomic Steps
<u>PC</u>	3	Byrd Anti-Lobbying Agreement
<u>PC</u>	4	Clean Air Act & Federal Water Pollution Control Act
<u>PC</u>	5	Compliance with Federal Law, Regulations, and Executive Orders
<u>PC</u>	6	Contract Work Hours and Safety Standards Act
<u>PC</u>	7	Debarment and Suspension
<u>PC</u>	8	Department of Housing and Urban Development Seal, Logo, and Flags
<u>PC</u>	9	Domestic Preferences for Procurement
<u>PC</u>	10	Energy Efficiency
<u>PC</u>	11	Hold Harmless Agreement
<u>PC</u>	12	No Obligation by Federal Government
<u>PC</u>	13	Potential Conflicts of Interest
<u>PC</u>	14	Procurement of Recovered Materials
<u>PC</u>	15	Program Fraud and False or Fraudulent Statements or Related Acts
<u>PC</u>	16	Prohibition on Contracting for Covered Telecommunications Equipment or Services
<u>PC</u>	17	Termination for Cause & Convenience
<u>PC</u>	18	Whistleblower Protection Act
<u>PC</u>	19	Equal Employment Opportunity
<u>PC</u>	20	Davis-Bacon Act & Copeland "Anti-Kickback" Act

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Phillip Contreras, President

Print Name and Title of Contractor's Authorized Official



Signature of Contractor's Authorized Official

09/10/2023

Date

CERTIFICATION REGARDING LOBBYING (REQUIRED FOR EACH CONTRACT EXCEEDING \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

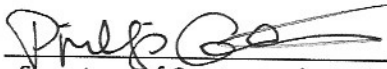
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, Arkitektura Development, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Phillip Contreras, President

Print Name and Title of Contractor's Authorized Official



Signature of Contractor's Authorized Official

09/10/2023

Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: Arkitektura Development, Inc. Prime Subawardee Tier _____ If Known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: City of Friendswood	7. Federal Program Name/Description: CFDA Number, if applicable 2023-16	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		
Signature  Print Name Phillip Contreras Title President Telephone No. 281-957-9192 Date: 09/10/2023		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT § 135.38 SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Arkitektura Development, Inc.

236 Ibis Street

Webster, TX 77598

SURETY (Name, legal status and principal place of business):

Philadelphia Indemnity Insurance Company

One Bala Plaza, Ste 100

Bala Cynwyd, PA 19004

OWNER (Name, legal status and address):

City of Friendswood

910 S. Friendswood Dr.

Friendswood, TX, 77546

Bond Amount: 10% of Total Bid

PROJECT : (Name, location or address, and Project number, if any):

INVITATION TO BID NO. 2023-16 CITY OF FRIENDSWOOD DEMOLITION & REMOVAL SERVICES – DEEPWOOD

Demolition and removal services for eight (8) buildings and adjacent property located at: 1307, 1309, 1311, 1313, 1315, 1319, 1321, and 1323 Deepwood Drive, Friendswood, TX 77546

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of September, 2023

(Witness)

(Seal)

(Witness)

(Seal)

Arkitektura Development, Inc.

(Principal)

(Seal)

Phillip Contreras

(Title) Phillip Contreras, President

Philadelphia Indemnity Insurance Company

(Surety)

Jo M. Chonko

(Title) Jo M. Chonko, Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Michael W. Brown and Jo M. Chonko of Acentria Insurance**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



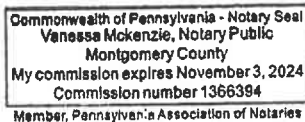
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of September, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





September 7, 2023

**BID 2023-16 DEMOLITION AND REMOVAL SERVICES DEEPWOOD
Addendum #1**

Correction to original packet:

Under Bid Specifications, 1.1.e. replace “Remove existing structures, slab, stilts, and stilt supports to three (3) feet below grade” with “Remove existing structures, slab, stilts, and stilt supports to one (1) foot below grade.

Q & A:

Do the culverts onto the property need to be removed as part of the demolition?

- The culverts were not on the scope of work and can be left in place.

Does gravel in the driveways need to be removed?

- The gravel found on site may remain in place. All concrete must be removed.

Is there a fire hydrant in the area to provide water?

- Yes, there is a hydrant located near 1319 Deepwood Dr, accessible via the Woodvine right of way. An estimated 350 to 400 feet of hose would be needed to provide water to the furthest property being demolished.

Septic tanks were observed on site, do they need to be removed as part of the demolition?

- City Public Works crews were unable to identify septic systems on site. Manholes and older infrastructure were noted and are not within the scope of work for the demolition of the structures. If septic tanks are identified during demolition, the city is to be notified with the city being responsible for remediation. Removal of septic tanks is not within the scope of work for this demolition bid.

Will the sewer / plumbing lines be capped, or will we have to bring in a plumber? Electricity?

- The city will be cutting the water and sewer mains, so there is no plumbing work in the scope of the demolition project.
- The city has been in contact with TNMP to disconnect electrical services as well as Centerpoint to cut the gas main.

Will all 8 buildings be demolished as asbestos containing?

- 4 of the buildings returned positive samples and 2 were unsafe to test. These 6 should be treated as containing asbestos. 2 returned negative tests and can be treated as standard demolitions.

END

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/14/2023

Prepared by: Karen Horner, City Attorney

Subject:

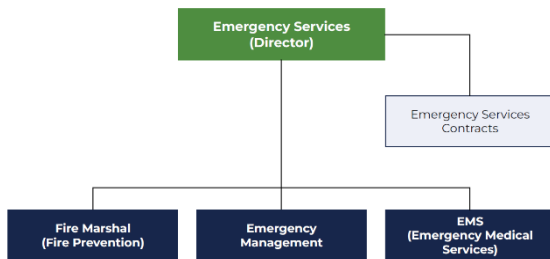
Consider on first reading an ordinance amending Chapter 30 "Fire Protection and Prevention," Article II "Fire Marshal," Section 30-21 "Office created; appointment" of the Friendswood City Code to rename such section as "Office created" and to reflect that such office is within the Emergency Services Department.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On August 28th, the City Council adopted the City of Friendswood 2023-24 Budget. As part of that budget, the Department of Emergency Services was created, which includes three divisions, one of which is the Fire Marshal's Office. Such reorganization, as reflected in the budget, is as follows:



Therefore, the Fire Marshal will no longer be appointed by or report directly to the City Manager. This proposed ordinance removes the appointment and reporting verbiage from this section and replaces the same with the duties of the office.

This is the first reading of this proposed ordinance. If approved, the second and final reading is scheduled for November 6, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Fire Marshal
2. Organization Chart - Emergency Services Department

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 30 "FIRE PROTECTION AND PREVENTION," ARTICLE II "FIRE MARSHAL," SECTION 30-21 "OFFICE CREATED; APPOINTMENT" OF THE FRIENDSWOOD CITY CODE TO RENAME SUCH SECTION AS "OFFICE CREATED" AND TO REFLECT THAT SUCH OFFICE IS WITHIN THE EMERGENCY SERVICES DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

Section 1. That Chapter 30 "Fire Protection," Article II "Fire Marshal," Section 30-21 "Office created; appointment" of the Friendswood City Code is hereby renamed as "Office created" and is amended to read as follows:

CHAPTER 30. FIRE PROTECTION AND PREVENTION

DIVISION II. FIRE MARSHAL

Sec. 30-21 Office created.

The office of fire marshal is created and shall have the duties specified in this division as well as those assigned by the director of emergency services.

Section 2. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

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 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 4. 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 5. This ordinance shall become effective from and 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 2nd day of October, 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 6th day of November, 2023.

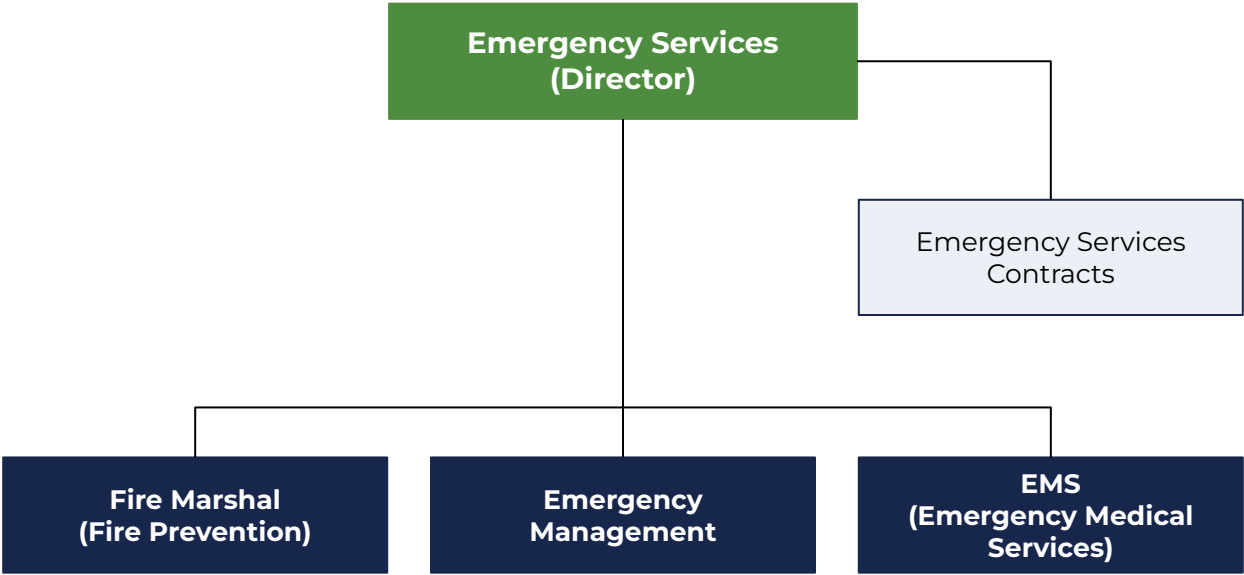
MIKE FOREMAN, Mayor

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: October 2, 2023

Date submitted: 09/15/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds, and Insurance Amounts" of the Friendswood City Code to update the earthwork permit fees, to establish floodplain development permit fees and sitework permit fees, and to codify fees for temporary street banners.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance establishes the following fees, which allow the City to recoup a portion of the cost of providing the services and are in line with neighboring municipalities:

Description	Current Amount	Proposed Amount	Code Section
Floods -- Chapter 34			
Flood Development Fees			
up to 5 acres	\$25.00	\$50.00	34-22
over 5 acres to 10 acres	\$25.00	\$250.00	34-22
over 10 acres	\$25.00	\$500.00	34-22
Utilities -- Chapter 86			
...			
(13) Earthwork Permit	\$0.00	\$50.00	86-392
(14) Sitework Permit -- Commercial/Multifamily	\$0.00	\$500.00	86-412
(15) Sitework Permit -- Single Family Residential	\$0.00	\$250.00	86-412
Signs -- Appendix A			
(1) Banner -- nonrefundable application fee	\$25.00	\$25.00	15(i)
(2) Banner permit fee	\$0.00	\$100.00	15(i)

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Appendix D - Fees

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BONDS AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO UPDATE EARTHWORK PERMIT FEES, TO ESTABLISH FLOODPLAIN DEVELOPMENT PERMIT FEES AND SITEWORK PERMIT FEES, AND TO CODIFY FEES FOR TEMPORARY STREET BANNERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, on October 2, 2023, the City Council amended Chapter 34 "Floods" of the Friendswood City Code; and

WHEREAS, on the same date, the City Council amended Appendix A "Signs" to such code; and

WHEREAS, both such amendments provide certain services to be provided by the City of Friendswood; and

WHEREAS, in order to recover a portion of the cost of providing such services and in keeping pace with standards adopted by neighboring municipalities, the City Council deems it necessary to revise the fee schedule as set forth in this ordinance; NOW THEREFORE,

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

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

Section 2. That the schedule of fees in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code is hereby amended to update floodplain fees, which fees shall be set as follows:

APPENDIX D. SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description		Amount	Code Section
...			
Floods —Chapter 34			
	Development Permit - t (in addition to building and sitework permit fees)		
(1)	up to 5 acres	\$150.00	34-22
(2)	over 5 acres to 10 acres	\$250.00	34-22
(3)	over 10 acres	\$500.00	34-22

Section 3. That the schedule of fees in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code is hereby amended to add earthwork and sitework permit fees as follows:

APPENDIX D. SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description		Amount	Code Section
...			
Utilities—Chapter 86			
(13)	Earthwork Permit	\$50.00	86-392
(14)	Sitework Permit – Commercial/Multifamily	\$500.00	86-412
(15)	Sitework Permit – Single Family Residential	\$250.00	86-412

Section 4. That the schedule of fees in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code is hereby amended to add banner application and permit fees as follows:

APPENDIX D. SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description		Amount	Code Section
...			
Appendix A — Signs			
(1)	Street Banner – nonrefundable application fee	\$25.00	15 (i)
(2)	Street Banner permit fee	\$100.00	15 (i)

Section 5. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 6. 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 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 become effective from and 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 2nd day of October, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading by the affirmative vote of the City Council this 6th day of November, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/20/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution setting a time date and place for a public hearing to discuss and review the proposed updated land use assumptions, capital improvements plan, and the imposition of impact fees.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution sets a public hearing to discuss and review the update of the land use assumptions, capital improvements plan, and impact fees.

On April 3, 2023, the City Council approved a professional services agreement with Freese & Nichols, Inc., to update the City's land use assumptions and CIP, upon which documents the City's impact fees are based. The City Council is required to set a public hearing to discuss and review the update. This proposed resolution sets the public hearing for December 4, 2023, at 5:45 p.m. in the Council Chamber.

Before the 30th day before the public hearing, the City is required to give written notice to persons, who have requested such notice in accordance with Chapter 395 of the Local Government Code, and shall publish notice in newspaper(s) of general circulation in Harris and Galveston Counties. The notice must contain certain statutorily required information, including, the purpose of the hearing, which is to consider the amendment of the land use assumptions and a capital improvements plan ("CIP") and the imposition of an impact fee. The amendments, the land use assumptions, and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available on or before the date of the first publication of the notice of public hearing. At the public hearing, the public will have the opportunity to be heard and present evidence for or against the update.

The Planning and Zoning Commission ("P&Z"), acting as the capital improvements advisory committee, will consider the proposed amendments to the land use assumptions and capital improvements plan and impact fee at its meeting held on October 26, 2023. P&Z's written comments will be filed before the fifth business day before the date of the public hearing on the amendments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Setting Public Hearing

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
SETTING A TIME, DATE AND PLACE FOR A PUBLIC HEARING TO DISCUSS AND
REVIEW THE PROPOSED UPDATED LAND USE ASSUMPTIONS, CAPITAL
IMPROVEMENTS PLAN, MAXIMUM IMPACT FEE PER SERVICE UNIT AND THE
CORRESPONDING ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 3, 2023, the City of Friendswood caused an update of the land use assumptions and capital improvements plan to be prepared by Freese & Nichols, Inc., using generally accepted engineering and planning practices; and

WHEREAS, on October 2, 2023, the City received the update of the land use assumptions and capital improvements plan; and

WHEREAS, within sixty (60) days of receipt of the update, the City Council is required to set a public hearing to discuss and review the update and shall determine whether to amend the plan; NOW THEREFORE

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

Section 1. That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Friendswood, Texas.

Section 2. That the City Council of the City of Friendswood hereby sets a public hearing on December 4, 2023, at 5:45 p.m. in the Council Chamber of the City Hall of the City of Friendswood, located at 910 S. Friendswood Dr., Friendswood, Texas 77546, to discuss, review and consider the update to the land use assumptions, capital improvements plan, and impact fees and to give any member of the public the right to appear and present evidence for or against the update.

Section 3. The City Secretary of the City of Friendswood is hereby authorized and directed to cause notice of such public hearing to be sent by certified mail and published in a newspaper of general circulation in Harris and Galveston Counties before the thirtieth (30th) day before the date set for the hearing, which notice shall conform to the standards specified in Sections 395.055 of the Texas Local Government Code.

Section 4. That this resolution shall be effective immediately upon its passage and approval 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 2nd day of October, 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: October 2, 2023

Date submitted: 09/27/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution accepting a grant from the Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4586, Texas Severe Winter Storms, for the City of Friendswood Portable Generator Project; designating the City Manager as the Subrecipient Agent for all purposes under such grant; and authorizing a cash match.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution (i) accepts a grant from the Texas Division of Emergency Management ("TDEM") for the Hazard Mitigation Grant Program related to FEMA-DR-4586, Severe Winter Storms, (the "Grant") for the City of Friendswood Portable Generator Project (the "Project"), (ii) designates the City Manager as the Subrecipient Agent for all purposes under the Grant, and (iii) authorizes the City's cash match in the amount of \$12,570.00.

The Grant is a Federal Emergency Management Agency ("FEMA") grant passed through TDEM and used to fund certain emergency protective measures. Under the Grant, the City will purchase a portable emergency generator and 50 feet of cabling to provide backup and/or emergency power during power outage events to various facilities, including, but not limited to, lift stations, wastewater tanks, fire stations, City Hall, the Library, the Activity Center, and the Animal Shelter. The Total Project award is as follows:

	Percentage	Amount
Federal Cost Share	90%	\$113,130.00
City Cost Share	10%	\$12,570.00
Total	100%	\$125,700.00

The City's cash match was an approved Decision Package within the Water & Sewer Fund for FY 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Accepting a HMGP Grant
2. Grant Award Package

3. Designation of Subrecipient Agent
4. Designation of Subrecipient Agent -Blank

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ACCEPTING A GRANT FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM RELATED TO FEMA-DR-4586, TEXAS SEVERE WINTER STORMS, FOR THE CITY OF FRIENDSWOOD PORTABLE GENERATOR PROJECT; DESIGNATING THE CITY MANAGER AS THE SUBRECIPIENT AGENT FOR ALL PURPOSES UNDER SUCH GRANT; AUTHORIZING A CASH MATCH IN THE AMOUNT OF TWELVE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$12,570.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Friendswood applied to the Texas Division of Emergency Management ("TDEM") for a grant under the Hazard Mitigation Grant Program related to FEMA-DR-4586, Texas Severe Winter Storms; and

WHEREAS, such grant is a Federal Emergency Management Agency grant passed through TDEM and used to fund certain emergency protective measures; and

WHEREAS, under the grant, the City will purchase a portable emergency generator and fifty (50) feet of cabling to provide backup and/or emergency power during power outage events to various facilities, including, but not limited to, lift stations, wastewater tanks, fire stations, City Hall, the Library, the Activity Center, and the Animal Shelter.

WHEREAS, the total award is as follows:

	Percentage	Amount
Federal Cost Share	90%	\$113,130.00
City Cost Share	10%	\$12,570.00
Total	100%	\$125,700.00

WHEREAS, the City Council has determined that it is in the best interest of the City of Friendswood to accept the grant; 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 hereby accepts a grant from the Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4586, Texas Severe Winter Storms, (the "Grant") in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$125,700.00) for the City of Friendswood Portable Generator Project.

Section 2: That the City Council of the City of Friendswood authorizes a cash match as required under the Grant in the amount of TWELVE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$12,570.00).

Section 3: That the City Manager is hereby designated as the authorized representative for all purposes under the Grant.

Section 4: This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

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

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



September 21, 2023

The Honorable Mike Foreman
Mayor of Friendswood
910 South Friendswood Drive
Friendswood, TX, 77546

Subject: DR-4586, Texas Severe Winter Storms Sub-Grant Award

Dear Mayor Foreman:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4586, Texas Severe Winter Storms. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: EEDJAMUEKFJ5
TINS Number: 74-1493202
FIPS Number: 167-27648-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 34
Project Title: City of Friendswood Portable Generator
Period of Performance (POP): July 24, 2023 to January, 23, 2024

TOTAL PROJECT COST AWARD						
Version/ Amendment {ADD ROW BELOW FOR EACH ADDITIONAL}	Date	Total Subgrant Amount	Federal Cost Share %	Federal Cost Share Amount	Local Cost Share %	Local Cost Share Amount
0	7/24/2023	\$125,700.00	90%	\$113,130.00	10%	\$12,570.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

TOTAL ELIGIBLE MANAGEMENT COSTS						
Version/ Amendment {ADD ROW BELOW FOR EACH ADDITIONAL}	Date	Total Management Costs	Federal Cost Share %	Federal Cost Share Amount	Local Cost Share %	Local Cost Share Amount
0	7/24/2023	\$0.00	100%	0.00	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The City of Friendswood proposes to purchase a portable emergency generator and 50 feet of cabling to provide backup and/or emergency power during power outage events to various facilities including but not limited to lift stations, wastewater tanks, fire stations, City Hall, the Library, the Activity Center, and the Animal Shelter. The generator will be stored at the Blackhawk Facility located at 15355 Blackhawk Boulevard, Friendswood, TX 77546 (29.5452; -95.1917). The Blackhawk Facility is owned and operated by the City of Friendswood and houses the Public Works, Engineering, and Parks Departments.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX m13). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Matthew Halloway at Matthew.Halloway@tdem.texas.gov.

Mayor Mike Foreman

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Matthew Halloway at 346-667-2583 or Matthew.Halloway@tdem.texas.gov.

Respectfully,

A handwritten signature in blue ink, appearing to read "W. Nim Kidd".

W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: Grant Terms and Conditions
Record of Environmental Considerations
Technical Recommendation Report

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 1, 2023

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Authorized Agent

(if different than the Certifying Official)

Serves as an authority of the organization.

Must possess the authority act on behalf of the Certifying Official.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

- Rev. 01:** Overall language revisions to improve clarity through the agreement.
- Rev. 02:** Updates to 2 CFR and 44 CFR references throughout the document.
- Rev. 03:** Language has been updated to provide links to TDEM's main website where GMS was previously mentioned.
- Rev. 04:** Addition of a Subrecipient Letter.
- Rev. 05:** Addition of a contact page for Subrecipient Primary contacts.
- Rev. 06:** Revision of the word "Introduction" to "Authority" and "Terms and Conditions for FEMA Grant Awards Programs" to "Agreement" to align with language appropriate of a contract.
- Rev. 07:** Revisions to the mention of FEMA or DHS to DHS/FEMA throughout the document.
- Rev. 08:** Language to state that the terms "grant" and "award" would be used interchangeably through the document.
- Rev. 09:** Language added to clarify State or Federal Authority of the exhibits included in the agreement (Section II).
- Rev. 10:** Language added to clarify the non-inclusive list of program regulations are granted by Federal Authority (Section VI).
- Rev. 11:** Addition of requirement to completed Federal Procurement Training within a year of award (Section VII).
- Rev. 12:** Removal of mention of the Dun and Bradstreet Data Universal Number System (Section VIII).
- Rev. 13:** Deadlines for documentation submission updated to align with SAP (Section XX).
- Rev. 14:** Language added to include potential Enforcement actions (Section XIV) for non-compliance with Single Audit submissions (Section XI).
- Rev. 15:** Removal of the language to include "partial" termination of an award (Section XIII).
- Rev. 16:** Removal of specific Grants Management System workflows to become all inclusive of the grant related functions in GMS (Section XVIII).
- Rev. 17:** Removal of the Damage and Impact Identification language as this is listed in the Public Assistance SAP.
- Rev. 18:** Language added to clarify enforcement action for QPRs that do not show progression for two or more quarters (Section XXV).
- Rev. 19:** Addition of BRIC and PDM grant programs in the QPR requirements (Section XXV).
- Rev. 20:** Revision of the Equipment Records language to include where in federal guidance (2 CFR) to look for full rules and regulations (Section XXVI).
- Rev. 21:** Addition of FEMA GO for HMA grants (Section XXVII).
- Rev. 22:** Updates to the general RFI Policy to include language that an extension not to exceed 30 days may be granted at TDEM's discretion (Exhibit G).
- Rev. 23:** Addition of a Pre-Obligation RFI Policy for HMA grants to include a 15-day timeline for information requests beginning from the day an application begins review (Exhibit H).
- Rev. 24:** Inclusion of an acknowledgement that the subrecipient understands that TDEM will not award additional funding or time extensions unless previously approved (Grant Acknowledgement, Agreement and Signature).
- Rev. 25:** Subrecipient full signature is now a requirement to attest that they have read, agree, and will comply with all Exhibits (Grant Acknowledgement, Agreement and Signature).

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F.R. §170.315](#), certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Federal Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities

- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars, terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

Federal procurement training will be required in advance of funding, or as a condition of funding if additional monitoring is deemed appropriate by TDEM. Training must be completed within a year of award or before closeout of the award, whichever is sooner. TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 C.F.R. §25.300](#), TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report

or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per [2 C.F.R. §170.320](#).
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other federally established replacement site.
5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property,

the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate

actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](#) registration.
8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement

to cooperate is included in any subcontract it awards.

3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.
2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's

acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and
 - c. The scope of the termination of the award.
 - d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the

activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM’s right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient’s obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit

requirements, as set forth herein; and

4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

- b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
- 2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period

ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

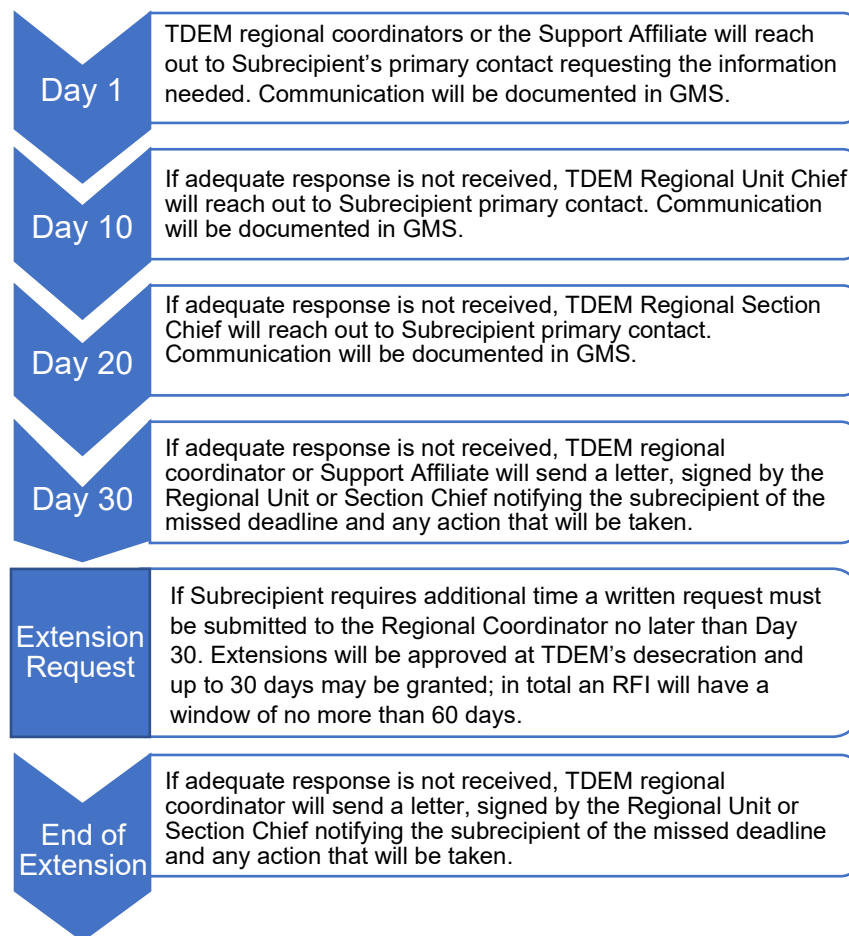


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

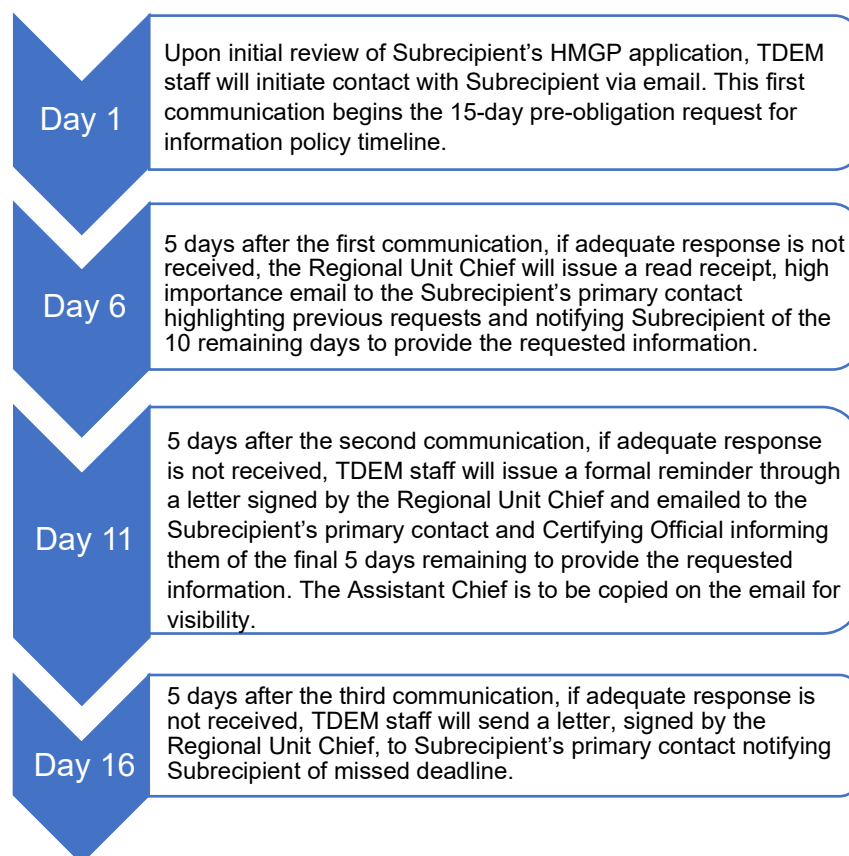


Exhibit I: Recoupment of Federal Funds

Procedure Summary

- This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
- This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
- The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment

- 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

2. Recipient's Responsibilities

- 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
- 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients

designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

- 3.1.6. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

- 3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.
- 3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.
- 3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

- 3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____, the undersigned and Certifying Official of
Printed Name

_____ certify that I have read and understand each section of the
Subrecipient Name

of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

Signature Agreement Authority

Signature Agreement (Section I – XXIX)

Signature Exhibit A: Assurance – Non-Construction Programs

Signature Exhibit B: Assurance – Construction Programs

Signature Exhibit C: Certifications for Grant Agreements

Signature Exhibit D: State of Texas Assurances

Signature Exhibit E: Environmental Review Certification

Signature Exhibit F: Additional Grant Certifications

Signature

Exhibit G: Request for Information Policy

Signature

Exhibit H: Pre-Obligation Request for Information Policy

Signature

Exhibit I: Recoupment of Federal Funds

Signature

I understand that by signing these terms and conditions, only costs deemed eligible in the approved scope of work (SOW) for my award will be reimbursed. Additional funding or time extensions will not be made available unless previously approved.

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official

Date

Printed Name, Title (e.g., Jane Doe, Mayor)



FEMA

July 24, 2023

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor- The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Mr. Josh Davies, State Hazard Mitigation Officer

RE: DR-4586-0034-TX; City of Friendswood Portable Generator; Project
Approval; Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Friendswood for the City of Friendswood Portable Generator project. The total project cost is \$125,700.00. The Federal share in the amount of \$113,130.00 is available through the Hazard Mitigation Grant Program (HMGP) under DR-4586-TX. The non-federal match requirement of \$12,570.00 will be provided by the City of Friendswood.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, Subrecipient Management Costs (MC) up to five percent (5%) of the Project Costs are eligible, however none have been requested at this time. Subrecipient MC must be requested by the application deadline to be eligible.

The following is the approved Scope of Work (SOW) for the above-referenced project:

The City of Friendswood proposes to purchase a portable emergency generator and 50 feet of cabling to provide backup and/or emergency power during power outage events to various facilities including but not limited to lift stations, wastewater tanks, fire stations, City Hall, the Library, the Activity Center, and the Animal Shelter. The generator will be stored at the Blackhawk Facility located at 15355 Blackhawk Boulevard, Friendswood, TX 77546 (29.5452; -95.1917). The Blackhawk Facility is owned and operated by the City of Friendswood and houses the Public Works, Engineering, and Parks Departments.

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-

001-01; CATEX m13 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

The milestones included in the application indicate that the time to complete this subaward will be six-months from the date of this letter. FEMA will not establish activity completion timeframes for individual subawards. The Period of Performance (POP) for DR-4586-TX is August 18, 2025, 36-months from the close of the application period. It is the responsibility of the Texas Division of Emergency Management and Subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP Subrecipient.

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

The Obligation Report, Project Cost Line-Item Report, Project Management Report, REC, and Technical Recommendation Report are included for your records.

Chief Kidd
July 24, 2023
Page 3

If you have any questions regarding the information, please contact Wyatt Jones, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at (202) 655-6831 or Wyatt.Jones@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'BSchmidtke', with a long horizontal flourish extending to the right.

Brianne Schmidtke
HMA Branch Chief

Enclosures: Obligation Report
Project Cost Line-Item Report
Project Management Report
REC
Technical Recommendation Report

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0034-TX (1)

Title: City of Friendswood Portable Generator

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment The City of Friendswood proposes to purchase a portable emergency generator and 50 feet of cabling to provide backup and/or emergency power during power outage events to various facilities including but not limited to lift stations, waste water tanks, fire stations, City Hall, the Library, the Activity Center, and the Animal Shelter. The generator will be stored at the Blackhawk Facility located at 15355 Blackhawk Boulevard, Friendswood, TX 77546 (29.5452; -95.1917). The Blackhawk Facility is owned and operated by the City of Friendswood and houses the Public Works, Engineering, and Parks Departments.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX M13. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- dcook125 - 02/14/2023 00:12:23 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*m13	(*m13) Construction or installation of structures, facilities, or equipment for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0034-TX (1)

Title: City of Friendswood Portable Generator

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Per Flood Insurance Rate Map (FIRM) panel 48167C0012G, dated 08/15/2019, the project is located outside the 500-year floodplain, special flood hazard area and the activity does not adversely affect floodplain values. - dcook125 - 02/14/2023 00:10:33 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 2/13/2023, for the site indicates that the area is not located within, nor does it affect a designated wetland. - dcook125 - 02/14/2023 00:10:45 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0034-TX (1)

Title: City of Friendswood Portable Generator

Environmental Law/ Executive Order	Status	Description	Comment
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II; Section D.2.a of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - smcgove2 - 02/14/2023 12:53:38 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Record of Technical Consideration and Benefit Cost Summary

Project Summary

Program:	HMGP
Project Number:	4586-0034
Sub-Recipient:	City of Friendswood
County or Parish:	Galveston / Harris County
Project Title:	City of Friendswood Portable Generator
Project Type:	Generator
Phase:	Unphased

BCA Summary

Analyst:	Subapplicant
Projected Benefit:	\$ 3,566,711
Projected Cost:	\$ 628,500
Total Cost:	\$ 675,065
Benefit Cost Ratio:	5.28
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Hazard Type:	Uncategorized
Property Type:	Utilities
Mitigation Action Type:	Other
Analysis Method Type:	Professional Expected Damages
Type of Service:	wastewater and potable water sites
Number of Generators:	1
BCA Reanalysis:	YES
BCA File Name	GenRFI2023fema_bca_toolkit-6.0.xlsx

FEMA Reanalysis BCA SUMMARY

The approved BCA was based on a FEMA reanalysis. The attached FEMA BCA Reanalysis File should be utilized for any future SOW or Budget Modifications to the project.

Analyst:	FEMA
Projected Benefits:	\$ 2,378,086
Projected Cost:	\$ 125,700
Total Cost:	\$ 135,013
Benefit Cost Ratio:	17.61
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Property Type:	Utilities
Hazard Type:	Infrastructure Failure
Mitigation Action Type:	Generator
Damage and Frequency Relationship:	Professional Expected damages
Type of Service:	potable water
Number of Generators:	1
FEMA:	Recommended
Reanalysis Summary:	BCA was revised to: utilize Professional Expected damages with default values remove duplicate mitigation actions.
BCA Reanalysis File Name	4586-0034 Friendswood Portable Generator FEMA REVISED BCA 2023.06.22.xlsx

Objective

The main objective is to review the information submitted by the subrecipient to ensure completeness, adherence to programmatic guidelines and cost allowability and to determine if there are any pre award conditions that should be applied to the project prior to the award of funding. Additionally, the project will be reviewed for post award conditions that will be required for closeout. Project data and information submitted should have enough information to demonstrate the project is sustainable and cost-effective and will be designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters

Scope of Work

City of Friendswood proposes the procurement of a portable generator to mitigate power outages at multiple utility facilities. The project entails the purchase of towable diesel fueled 200kW generator and cabling to provide backup power primarily to the City's wastewater lift-stations and surface water station facilities and secondarily to critical building facilities. The BCA scope work includes the specific sites at Surface Water-1, Lift Station-2 and Lift Station-22 located about the City of Friendswood.

The project will be in compliance with latest edition of codes and standards required by Federal, State and Local Rules and regulations.

Name	Latitude	Longitude	Flood zone, Effective Date	Source of Flood data
Surface Water 1	29.54521	-95.19144	Zone X (unshaded)	48167C0012G, effective 08/15/2019
Lift Station 2	29.520242	-95.185736	Zone AE Regulatory Floodway	48167C0018G, effective 08/15/2019
Lift Station 22	29.522886	-95.170294	0.2% Annual Flood	48167C0018G, effective 08/15/2019

Benefit Cost Analysis

A Benefit Cost Analysis was completed, the following information was applied:

	Data	Data Used in BCA	Source
1	Project Useful Life	19 years	BCA Generator default values
2	Total Cost	\$ 135,013	Provided by Sub Applicant
3	Annual Maintenance Cost	\$ 901.05	FEMA default
4	Number of Customers Served	4,198	Provided by Sub Applicant

Data		Data Used in BCA	Source
5	Damages Before Mitigation	Professional Expected Damages	BCA Generator default values
6	Damages After Mitigation	Professional Expected Damages	BCA Generator default values

Conditions

Condition 1

The FEMA approved BCA, *4586-0034 Friendswood Portable Generator FEMA REVISED BCA 2023.06.22.xlsx* is attached and must be used as the basis for any future SOW and/or budget modifications.

Condition 2

Applicant must coordinate with the local floodplain administrator to obtain required permits and comply with any conditions of the permit prior to initiating work. All permits and coordination pertaining to these activities must be retained as part of the project file and provided to FEMA at closeout.

Frank Rasberry

Mitigation Engineer Specialist
Hazard Mitigation Assistance
Region 6 Mitigation Division

Texas Division of Emergency Management

Designation of Subrecipient Agent

Primary Contacts	
Subrecipient:	
Disaster Number(s):	Grant Program:
Primary Agent Serves as the primary point of contact for projects.	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	The Primary Agent will have full GMS access
Secondary Agent Serves as the secondary point of contact for projects.	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	The Secondary Agent will have full GMS access
Primary Finance Agent Serves as the primary point of contact for financial matters.	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	The Primary Finance Contact will have full GMS access
Certifying Official Serves as the official representative of the organization. Must possess the authority to obligate funds & enter into contracts for the organization.	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐
<i>The above Primary and Secondary Agents are hereby authorized to execute and file the application on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act or the CARES Act. Primary Financial Agent and the Certifying Official are authorized to represent and act for this organization in all financial operations pertaining to this award with the State of Texas. The Primary Agent will have authority to add or remove users within the Texas Division of Emergency Management (TDEM) Grant Management System (GMS) for all funding.</i>	
*Note: All email addresses must be unique to user	

Signature of Certifying Official

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)

Print Name

Date

Texas Division of Emergency Management

Designation of Subrecipient Agent

Alternate Contacts (Optional)	
Subrecipient:	
Disaster Number(s):	Grant Program:
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
Alternate Contact List any additional contact here	
Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full ☐ Read Only ☐ None ☐
If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A	
<i>Additional Contacts are authorized to represent and act for this organization in all operations pertaining to this grant with the State of Texas.</i>	
*Note: All email addresses must be unique to user	

Signature of Certifying Official

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)

Print Name

Date

Instructions:

- The Designation of Subrecipient Agent (DSA) form is divided into two pages, the Primary Contacts page and the optional Alternate Contacts page. The second page is not required if there are no additional contacts to list.
- In the header of the document, list the name of the subrecipient (the organization applying for the grant), as well as the disaster numbers and grant program this DSA applies to (the disaster number is 4 digits long and assigned by FEMA. For example, Hurricane Harvey is 4332. The grant program is either PA for Public Assistance, SPA for State Public Assistance or HMGP for Hazard Mitigation Grant Program.)
- Multiple disasters may be listed on one DSA as long as specific disaster numbers are indicated.
- None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions. Contacts may be left blank on the additional contact page.
- If a third-party consultant/contractor is listed on the DSA, the agency that they are employed by should be listed in the Organization/Employer field.
- All contacts require a unique email address. Additionally, contacts on the DSA cannot share the same email address.
- All contacts must have a phone number listed.
- Granting a contact full Grants Management System (GMS) access will allow them to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grant Management System on behalf of the subrecipient. Granting a contact Read Only access will allow a contact to view information in GMS, but they will not be able to edit any existing information themselves.
- The Primary, Secondary, and Finance Agents will always be granted full GMS access for all grants within the program selected.
- The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises.
- The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- Both pages, if applicable, of the DSA must be signed and dated by the certifying official.
- If a new DSA is submitted with a different person listed for a position on the primary contact sheet, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed unless they are specified in the field provided.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/12/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider on final 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 department. 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 department 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 department.

- (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 department. 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 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 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 non-refundable application fee set by resolution and printed in Appendix D to this code; 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 the banner permit fee, set forth in Appendix D to this code, 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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(Supp. No. 4, Update 2)

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.

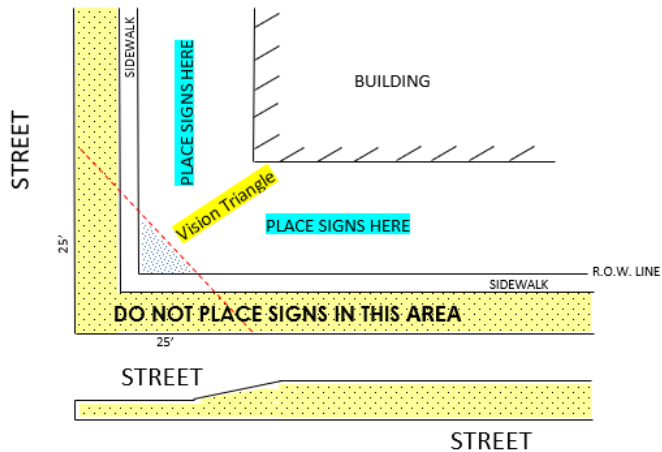
(Ord. No. 2005-08, § 3, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

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.

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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 roadwaypublic 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 highwaypublic 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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~~c.~~(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.

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

(3c) 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. ~~15-7-h.~~ 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 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)~~ (3) *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)~~ *RemovalTiming limitations.*
- (a) Except as provided in subsection 7 of this section, temporary street banner signs, other than the city's temporary street banner signs, must be removed at the end of a day 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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- (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

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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.

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- 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. 26.5. 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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- (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: October 2, 2023

Date submitted: 09/12/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider on final 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 is set forth 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 0.2 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 twenty-four inches (24") 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 to the higher of the following:
 - 1. the lowest floor of the manufactured home is twenty-four inches (24") 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 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 ($\frac{1}{2}$ 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 • Provide early flood warnings to the public, and have a detailed flood response plan keyed to flood crest predictions.	395	254
620	Levees • 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.	235	157
630	Dams • 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.	160	35
Series 600		Total	790
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: October 2, 2023

Date submitted: 08/30/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood Chamber of Commerce Holiday Lighted Parade on FM 518.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood Chamber of Commerce Holiday Lighted Parade on FM 518 to be held on Saturday, December 2, 2023. The proposed agreement will allow the City to close FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines from 6:00 p.m. to 6:45 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - TxDOT Agreement for the Friendswood Chamber of Commerce Holiday Lighted Parade
2. Exhibit A - TxDOT Agreement Temporary Closure of ROW - Holiday Parade 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD CHAMBER OF COMMERCE HOLIDAY LIGHTED PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines Avenue for the Friendswood Chamber of Commerce Holiday Lighted Parade to be held on December 2, 2023, between 6:00 p.m. and 6:45 p.m.; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 between FM 2351 and Whispering Pines Avenue for the above-referenced parade; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the above-referenced recitals are true and correct.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the Friendswood Chamber of Commerce Holiday Lighted Parade to be held on December 2, 2023, between 6:00 p.m. and 6:45 p.m. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of October, 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 Whispering Pines for the purpose of Chamber of Commerce's Lighted Christmas Parade, from 6:00 p.m. to 6:45 p.m. as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 2nd day of December, 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 _____
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Temporary closure of the following segments of State Right of Way for the Chamber of Commerce Holiday
Lighted Parade to be held on Saturday, December 2, 2023.

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



City of Friendswood Police Department

Traffic Control Plan

"36th Annual Lighted Christmas Parade"

Saturday, December 2, 2023, 6:00 pm

Farm to Market Traffic Stopping Points

FM 518 (South Friendswood Drive) and Whispering Pines Drive

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

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518. Traffic will be allowed to go east or west bound on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518.

Barricade and traffic cones will be used at intersections on FM 2351 and FM 518 and secondly streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time (6:00 pm)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM
City of Friendswood Electronic Bill Board, Stevenson Park on FM 518
CivicSend
Other news/social media
City's Website

Contact Persons

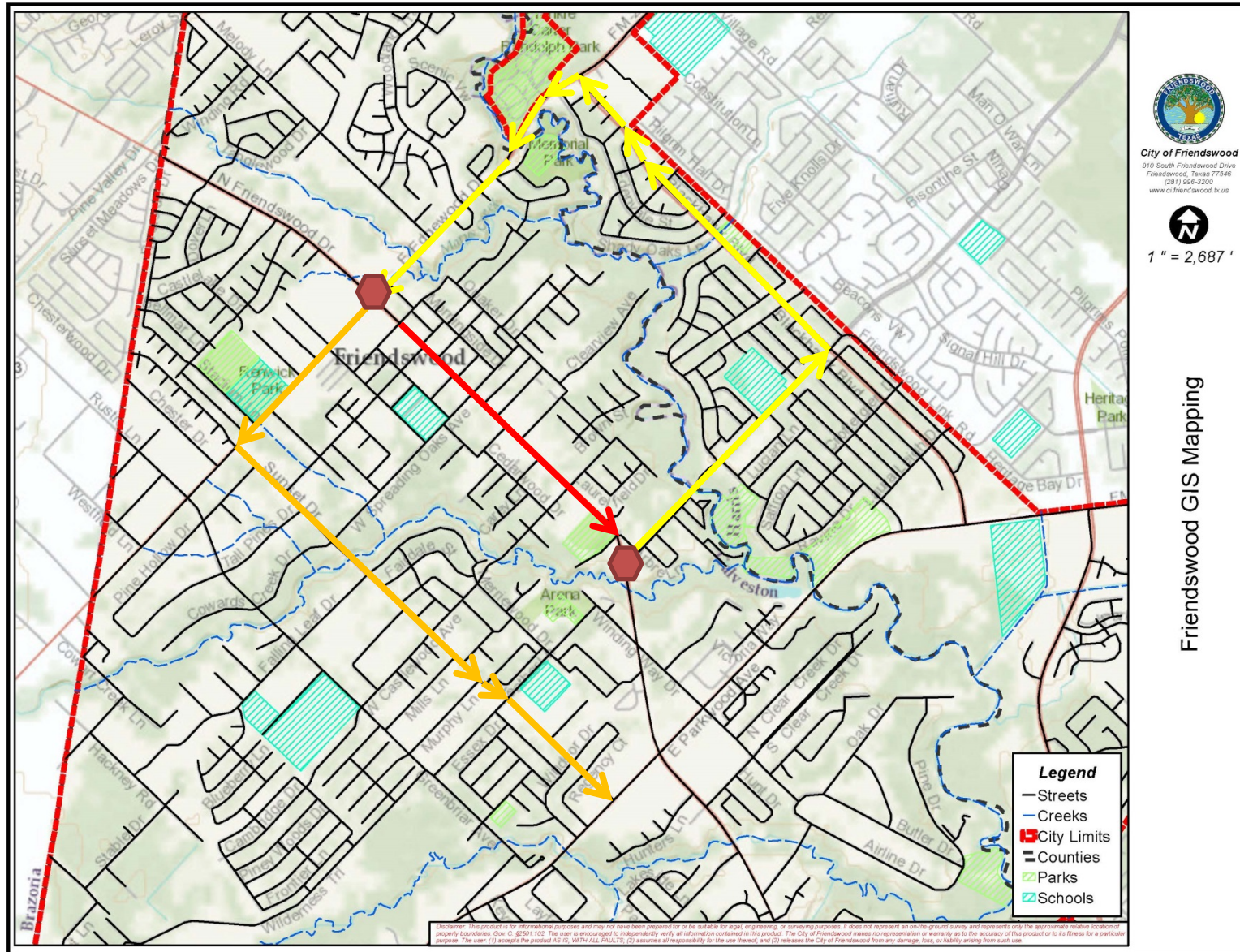
Capt. Dennis Senter, Police Patrol Commander	281-996-3321
Lt. James Price, Parade Master	281-996-3371

Exhibit B

[Insert Resoluton]

Exhibit C

Agreement No. _____



36th Annual Lighted Christmas Parade – 6:00 p.m. to 6:45 p.m. – Saturday, December 2, 2023

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 08/08/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution nominating representatives to the Board of Directors of the Galveston Central Appraisal District for a term commencing on January 1, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the City Council to nominate representative(s) to the Board of Directors of the Galveston Central Appraisal District ("GCAD") for a term beginning on January 1, 2024.

Each taxing entity is entitled to nominate (1) one candidate for each position to be filled, up to five (5) nominees. Nominations are to be approved via resolution and submitted to GCAD before October 15, 2023. GCAD will then return a ballot by October 31, 2023, and the Council will submit its vote via resolution before December 15, 2023.

The recommended nominations for the City's are the current GCAD representatives:

- Donald Gartman,
- Chad Tressler,
- Scott Brast,
- Matt Doyle, and
- Thomas E. Farmer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City's votes must be pooled with others in order to be effective and to ensure a member is elected on which we can rely to represent the City's interests.

RECOMMENDATIONS

Nominate members to the Board of Directors of the Galveston Central Appraisal District.

ATTACHMENTS

1. Resolution - GCAD Nominations
2. Exhibit A - 2023 GCAD Nomination Form
3. 2023 GCAD Nomination Form Letter

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, NOMINATING ONE OR MORE CANDIDATES FOR POSITIONS ON THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consists of five (5) members who serve terms beginning January 1; and

WHEREAS, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

WHEREAS, the City Council of the City of Friendswood, Texas, is a voting unit in the Galveston Central Appraisal District; and

WHEREAS, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the City Council of the City of Friendswood, Texas, is entitled to submit the names of five (5) nominees or less for election to the Board of Directors of the Galveston Central Appraisal District; NOW THEREFORE,

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

Section 1. That the findings and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by the City Council and made part hereof for all intents and purposes.

Section 2. That the City Council of the City of Friendswood hereby nominates the following candidates for positions on the Board of Directors of the Galveston Central Appraisal District:

1. Donald Gartman
2. Chad Tressler
3. Scott Brast
4. Matt Doyle
5. Thomas E. Farmer

as shown in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 3. That the Mayor of the City of Friendswood be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the Chief Appraiser of the Galveston Central Appraisal District on or before October 15, 2023.

Section 4. This resolution 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 2nd day of October, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

GALVESTON CENTRAL APPRAISAL DISTRICT

2024-2025 Board of Directors Election

NOMINATION

VOTING UNIT

City of Friendswood

You may nominate up to (5) five **before October 15th, 2023.**

NOMINEE(S)

1. Donald Gartman

Name

2538 Quaker Dr. W., Texas City, TX 77590

Address

Telephone Number

2. Chad Tressler

Name

2953 Buffalo Springs Ln., League City, Texas 77573

Address

409-218-2916

Telephone Number

3. Scott Brast

Name

2450 South Shore Blvd., League City, Texas 77573

Address

713-492-6362

Telephone Number

4. Matt Doyle

Name

2510 Quaker Dr. W., Texas City, TX 77590

Address

Telephone Number

5. Thomas Farmer

Name

1501 Biovu Drive, Galveston, TX 77551-1471

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980

Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

August 04, 2023

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

Dear The Honorable Foreman:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 01, 2024, through December 31, 2025.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2022 tax levy (*Vote Allocation enclosed*), receives nominations, prepares, and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with a **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15th, 2023**. You may also email the nominations to us at gcad@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 30th, 2023. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 15th, 2023**.

I have enclosed a *Calendar of Events* for the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Krystal L. McKinney", is written over a light blue circular stamp.

Krystal L. McKinney,
Chief Appraiser

KLM:LDFF
Enclosures

ORIGINAL
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GALVESTON CENTRAL APPRAISAL DISTRICT

2024-2025 Board of Directors Election

Section 6.03 Board of Directors Formula of Voting Entitlement

Step 1	Subsection (d)	$\frac{\text{2022 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2022}} \times 1000 = \quad \times 5$
Step 2	Subsection (e)	The Chief Appraiser calculates the number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement before October 1st, 2023. (Mail out August 4th, 2023) **Mail out early so entities can put on SEP/OCT agendas**
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser before October 15th, 2023.
Step 4	Subsection (j)	Before October 30th, 2023, the Chief Appraiser prepares a ballot (<i>alpha order</i>) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	Before December 15th, 2023, the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body before December 31st, 2023.

GALVESTON CENTRAL APPRAISAL DISTRICT

2024-2025 Board of Directors Election

NOMINATION

VOTING UNIT

City of Friendswood

You may nominate up to (5) five **before October 15th, 2023.**

NOMINEE(S)

1. _____
Name

Address

Telephone Number
2. _____
Name

Address

Telephone Number
3. _____
Name

Address

Telephone Number
4. _____
Name

Address

Telephone Number
5. _____
Name

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.

08-04-2023

**A RESOLUTION OF
[[ENTITY NAME HERE]]
SUBMITTING THE NAMES OF FIVE NOMINEES OR LESS FOR ELECTION TO
THE GALVESTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consist of five members who serve two-year terms beginning January 01; and

WHEREAS, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

WHEREAS, the [[VOTING BODY]] of the [[ENTITY NAME]] is a voting unit in the Galveston Central Appraisal District; and

WHEREAS, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the [[VOTING BODY]] of the [[ENTITY NAME]] is entitled to submit the names of five nominees or less for election to the Board of Directors of the Galveston Central Appraisal District.

NOW, THEREFORE, BE IT RESOLVED BY THE [[THE VOTING BODY]] OF [[THE ENTITY VOTING]]:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by [[THE VOTING BODY]] and made a part hereof for all purposes.

SECTION 2. The [[VOTING BODY]] of the [[ENTITY NAME]] hereby nominates [[CANDIDATE NAME(S)]] for the selection to the Board of Directors for the Galveston Central Appraisal District, as shown in **"Exhibit A"** attached hereto and incorporated herein for all intents and purposes.

PASSED, APPROVED, AND ADOPTED on the ____ day of _____ 2023.

Name of Presiding Officer

Position

ATTEST:

Name of Witness

Position

**INSERT SYMBOL OR
SEAL OF ENTITY
HERE**

2024-2025 BOD Election Voting Allocation Sheet

ENTITIES	2022 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	\$118,559,387.50	13.439%	134.3889721	671.9448603	554
Dickinson ISD	\$81,188,062.34	9.203%	92.02797409	460.1398704	409
Friendswood ISD	\$50,215,037.33	5.692%	56.91955222	284.5977611	288
High Island ISD	\$2,811,062.20	0.319%	3.186384203	15.93192101	10
Hitchcock ISD	\$14,362,346.58	1.628%	16.27995078	81.3997539	65
Clear Creek ISD	\$119,344,585.00	13.528%	135.279006	676.3950302	743
Santa Fe ISD	\$28,190,111.00	3.195%	31.95394409	159.7697204	146
Texas City ISD	\$84,562,486.73	9.585%	95.85293839	479.264692	501
City of Galveston	\$42,938,000.30	4.867%	48.67091374	243.3545687	252
City of Texas City	\$34,424,756.37	3.902%	39.02101486	195.1050743	195
City of La Marque	\$6,824,770.65	0.774%	7.735987267	38.67993634	37
City of Hitchcock	\$3,221,241.80	0.365%	3.651329375	18.25664687	17
City of Jamaica Beach	\$899,177.47	0.102%	1.01923212	5.096160601	5
City of Dickinson	\$5,947,290.87	0.674%	6.741349828	33.70674914	36
City of Friendswood	\$18,398,643.02	2.086%	20.8551577	104.2757885	100
City of Kemah	\$919,244.61	0.104%	1.041978546	5.20989273	4
City of League City	\$47,293,087.50	5.361%	53.60747511	268.0373755	309
City of Santa Fe	\$2,731,745.92	0.310%	3.096477924	15.48238962	17
Village of Tiki Island	\$2,521,843.26	0.286%	2.858549884	14.29274942	9
City of Bayou Vista	\$1,066,300.71	0.121%	1.208669	6.043344999	6
Galveston County Road and Flood	\$3,595,810.28	0.408%	4.075908769	20.37954385	23
GALVESTON COUNTY	\$153,861,704.40	17.440%	174.4047159	872.0235794	983
Galveston College	\$16,109,511.46	1.826%	18.26039027	91.30195133	91
College of the Mainland	\$42,224,480.76	4.786%	48	239.3106393	199
Total Levy Amount Voting Entities:	\$882,210,688.06	100.000%	1000	X5	5000

Formula: 2022 Voting Districts Levy/ Grand Total All Voting Levy

%

X1000

X5

equals # of Votes

Total votes to be elected: 834

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/07/2023

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider a resolution nominating a candidate to the Board of Directors of the Harris Central Appraisal District for a term commencing January 1, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the City Council to nominate a candidate to the Board of Directors of the Harris Central Appraisal District ("HCAD").

The City of Friendswood along with other cities in Harris County, except the City of Houston, may nominate a candidate for the HCAD Board of Directors and each entity must then cast its ballot for the nominee of its choice. Each governing body of each taxing entity is entitled to one vote for the candidate of its choice listed on the ballot.

Mr. Mike Sullivan, former Harris County Tax Assessor-Collector, is the City's current representative and chair on the HCAD Board. The City recommended Mr. Mike Sullivan's placement of the ballot.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Nominate a member to the Board of Directors of the Harris Central Appraisal District.

ATTACHMENTS

1. Resolution - HCAD Nomination
2. HCAD Letter for Selection of District Board Members

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS CENTRAL APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, those cities and towns other than the City of Houston within the Harris Central Appraisal District have the right and responsibility to elect one person to the Board of Directors of the Harris Central Appraisal District for a term of office commencing on January 1, 2024; and

WHEREAS, the City Council of the City of Friendswood, Texas, desires to exercise its right to nominate a candidate for such position on said board of directors; NOW THEREFORE,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified and confirmed.

Section 2. That the following person be and is hereby nominated as a candidate for that position on the Board of Directors of the Harris Central Appraisal District to be filled by those cities and towns, other than the City of Houston, within the Harris Central Appraisal District for a two-year term* of office commencing on January 1, 2024:

Name: Mike Sullivan
Street Address: 4811 Shore Hills Dr.
City, State, Zip: Kingwood, TX 77345
Phone Number: (713) 898-6969

Section 3. That the Mayor of the City of Friendswood be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District on or before October 15, 2023.

Section 4. This resolution 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 2nd day of October, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2023\10-02-2023\Resolution - HCAD Nomination.docx

* Unless the constitutional amendment proposed by H.J.R. 2 passes at the November 23 general election, then in accordance with Senate Bill 2, Section 5.13(d), it will be a one-year term beginning January 1, 2024.



**Harris Central Appraisal District
OFFICE OF CHIEF APPRAISER**

TO: PRESIDING OFFICERS OF TAXING UNITS
SERVED BY THE HARRIS CENTRAL APPRAISAL DISTRICT

FROM: ROLAND ALTINGER, CHIEF APPRAISER

SUBJECT: SELECTION OF APPRAISAL DISTRICT BOARD MEMBERS

DATE: AUGUST 24, 2023

Your taxing unit participates in selecting members of the Harris Central Appraisal District's (HCAD's) board of directors. The board is composed of six members who serve two-year terms, all of which expire on December 31, 2023. This memorandum describes the process of selecting directors for a term that begins on January 1, 2024. As the law currently stands, these newly selected directors will serve a two-year term. However, should the constitutional amendment proposed by H.J.R. 2 pass at the November 2023 general election, in accordance with Senate Bill 2, Section 5.13(d), the board members will serve a one-year term that begins January 1, 2024.

Functions of the Board

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals. There is no compensation for service on the appraisal district board of directors; however, directors are reimbursed for travel expenses if incurred. HCAD's board of directors typically meets once a month.

Participating Units

The current method of selecting directors was established by resolutions of the county, cities, and school districts participating in the appraisal district in 1981. The method of selection was modified in 1991 after the law was changed to provide a voting entitlement to conservation and reclamation districts and has been modified to provide a voting entitlement for junior college districts. Sec. 6.031, Tax Code, authorizes an appraisal district to vary both the size and the method of selecting its board members.

The six members of the Harris Central Appraisal District's board of directors are selected as follows:

- One member appointed by the Harris County Commissioners Court.
- One member appointed by the Houston City Council.

- One member appointed by the board of trustees of the Houston Independent School District.
- One member appointed by votes of the governing bodies of the cities and towns other than Houston. Each governing body casts a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the governing bodies of the school districts other than Houston Independent School District and by the governing bodies of the junior colleges with territory in Harris County. The governing body of each school district casts a single vote. The junior college districts collectively cast a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the governing bodies of the conservation and reclamation districts that participate in the appraisal district. Each governing body casts a single vote. The candidate who receives the most votes is elected.

In the event the county appoints someone other than the county assessor-collector to the board, the county assessor-collector will serve ex officio in a non-voting capacity as a seventh member.

Board members whose terms expire December 31, 2023, are:

- Mike Sullivan, Chairman, representing cities & towns, except City of Houston
- Martina Lemond Dixon, Secretary, representing junior college districts and school districts other than Houston ISD
- Al Odom, Assistant Secretary, representing City of Houston
- Jim Robinson, Member, representing Harris County
- Kathy Blueford-Daniels, Member, representing Houston ISD
- Jonathan Cowen, Member, representing conservation and reclamation districts.

Eligibility Requirements

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the board of directors.

Residency. *The candidate must be a resident of Harris County, and must have resided in the county for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.*

Employment. An employee of a taxing unit served by the appraisal district may not serve on the board of directors, with one exception. An employee may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee would be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code (the "Tax Code") or of representing property owners for compensation in proceedings under the Tax Code in the appraisal district at any time during the preceding three years.

Conflict-of-interest. A candidate may not serve if the candidate is related to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district. Relatives barred are those within the second degree by consanguinity (blood) or affinity (marriage). These persons include spouse, children, brothers and sisters, parents, grandparents, and grandchildren. The spouse's relatives in the same degree are also included.

A candidate who contracts with the appraisal district for any purpose, or who contracts with a taxing unit served by the district for a property tax related purpose, may not serve. The same rule applies to candidates who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). A candidate has a substantial interest if the candidate or the candidate's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. A candidate also has a substantial interest if the candidate or the candidate's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

The appraisal district may not employ any person who is related to an appraisal district director within the second degree by affinity or by the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes. Texas law makes a person ineligible to serve as an appraisal district director if he or she has delinquent property taxes owing to any taxing unit for more than 60 days after the person knew or should have known of the delinquency.

Selection Procedures

The procedures for selecting members of the board of directors for a two-year^{*1} term are as follows:

For Cities and Towns Other Than the City of Houston

The cities and towns other than the City of Houston appoint one member by majority vote of their governing body. The process for these cities and towns involves two steps: nomination and election.

Nomination

The governing body of each city and town has the right to nominate a single candidate for the position. To nominate, the governing body must adopt a resolution nominating the candidate by formal action. The presiding officer of the governing body must submit the nominee's name to the chief appraiser of the Harris Central Appraisal District prior to **October 15, 2023**. The presiding

^{*1}, unless the constitutional amendment proposed by H.J.R. 2 passes at the November 2023 general election, then in accordance with Senate Bill 2, Section 5.13(d), the board of directors will serve a one-year term beginning January 1, 2024.

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officer of the governing body of each city or town must provide a certified copy of the resolution and may include a cover letter naming the nominee.

Election

Before **October 30, 2023**, the chief appraiser will prepare a ballot listing the nominees in alphabetical order. The chief appraiser will deliver a copy of the ballot to the presiding officer of the governing body of each city or town.

Prior to December 1, 2023, each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes and submit a certified copy to the chief appraiser. *Ballots received by the chief appraiser after November 30 may not be counted.*

Prior to December 15, 2023, the chief appraiser will count the votes, declare the candidate who received the highest number of votes elected, and submit the results of the election to the governing body of each city and town, to the candidates nominated, and to the Secretary of HCAD's Board of Directors. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

For Junior Colleges and School Districts other than The Houston Independent School District

With the exception described below for junior college districts, exactly the same procedure described for cities and towns above applies to the selection of the member who represents junior college districts and school districts other than Houston ISD. The governing bodies of the school districts must nominate and elect following the deadlines and procedures described above. The four junior college districts with territory in Harris County may participate in the selection of the member who represents school districts other than Houston ISD and the junior colleges. However, the junior college districts collectively have the same voting authority as a single school district. See Sec. 6.031(b-1), Tax Code. The governing bodies of junior college districts may each nominate a candidate following the deadlines and procedures described above. However, the four junior colleges collectively have a single vote in the election. The governing body may cast a vote by resolution and file the resolution with the chief appraiser. The collective vote will be automatically cast for the candidate who receives the most votes from among the junior colleges. As an example, if one candidate receives three votes and another receives one vote, the junior colleges will be deemed to have collectively cast their vote for the candidate who received the three votes.

For Conservation and Reclamation Districts

The procedure and timetable for selecting the member who represents the conservation and reclamation districts are the same as that described above for small cities and school districts.

The conservation and reclamation districts that participate in the appraisal district may cast a single vote. The candidate who receives the most votes is elected.

**For Harris County, the City of Houston
And the Houston Independent School District**

Prior to December 1, 2023, the governing body of each of these entities appoints a single person to represent it on the board. Each governing body must formally adopt a resolution naming the person who will serve as a board member and submit it to the chief appraiser at the address shown below:

Roland Altinger
Chief Appraiser
Harris Central Appraisal District
13013 Northwest Freeway
P. O. Box 920975
Houston, Texas 77292-0975

To assist you in this process, I have enclosed a suggested form of resolution for the appointment of your representative to the board of directors of the Harris Central Appraisal District.

We invite your questions or comments on the board selection process. Please do not hesitate to call me at (713) 957-5299.

Sincerely,



Roland Altinger, RPA
Chief Appraiser

Attachments

Cc: HCAD Board Members
Tax Assessors
Attorneys

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE _____ INDEPENDENT SCHOOL
DISTRICT NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF
THE HARRIS CENTRAL APPRAISAL DISTRICT**

WHEREAS, those school districts other than the Houston Independent School District within the Harris Central Appraisal District and the junior college districts within the Harris Central Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris Central Appraisal District for a term of office commencing on January 1, 2024; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF _____

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone

number) be, and he or she is hereby nominated as a candidate for that position on the board of directors of the Harris Central Appraisal District to be filled by those junior college districts and school districts other than the Houston Independent School District within the Harris Central Appraisal District for a two-year* term of office commencing on January 1, 2024.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District prior to October 15, 2023.

PASSED AND APPROVED this _____ day of _____, 2023.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

* Unless the constitutional amendment proposed by H.J.R. 2 passes at the November 2023 general election, then in accordance with Senate Bill 2, Section 5.13(d), it will be a one-year term beginning January 1, 2024.

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
_____ JUNIOR COLLEGE DISTRICT
NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS CENTRAL APPRAISAL DISTRICT**

WHEREAS, those school districts other than the Houston Independent School District within the Harris Central Appraisal District and the junior college districts within the Harris Central Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris Central Appraisal District for a term of office commencing on January 1, 2024; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF _____

: Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone

number) be, and he or she is hereby nominated as a candidate for that position on the board of directors of the Harris Central Appraisal District to be filled by those junior college districts and school districts other than the Houston Independent School District within the Harris Central Appraisal District for a two-year* term of office commencing on January 1, 2024.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District prior to October 15, 2023.

PASSED AND APPROVED this _____ day of _____, 2023.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

* Unless the constitutional amendment proposed by H.J.R. 2 passes at the November 2023 general election, then in accordance with Senate Bill 2, Section 5.13(d), it will be a one-year term beginning January 1, 2024.

RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BODY OF
THE CITY OF _____ TEXAS,
NOMINATING A CANDIDATE FOR A POSITION
ON THE BOARD OF DIRECTORS OF THE
HARRIS CENTRAL APPRAISAL DISTRICT**

WHEREAS, those cities and towns other than the City of Houston within the Harris Central Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris Central Appraisal District for a term of office commencing on January 1, 2024; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore,

BE IT RESOLVED BY THE GOVERNING BODY OF _____
_____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone

number), be, and he or she is hereby, nominated as a candidate for that position on the board of directors of the Harris Central Appraisal District to be filled by those cities and towns other than the City of Houston within the Harris Central Appraisal District for a two-year* term of office commencing on January 1, 2024.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District prior to October 15, 2023.

PASSED AND APPROVED this _____ day of _____, 2023.

Presiding Officer

ATTEST:

City Secretary

* Unless the constitutional amendment proposed by H.J.R. 2 passes at the November 2023 general election, then in accordance with Senate Bill 2, Section 5.13(d), it will be a one-year term beginning January 1, 2024.

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RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(CONSERVATION & RECLAMATION DISTRICT)
NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS CENTRAL APPRAISAL DISTRICT

WHEREAS, those eligible conservation and reclamation districts participating in the Harris Central Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris Central Appraisal District for a term of office commencing on January 1, 2024; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF

_____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name),

_____ (address, zip code)

_____ (phone number), be, and he or she is hereby, nominated as a candidate for that position on the board of directors of the Harris Central Appraisal District to be filled by those eligible conservation and reclamation districts participating in the Harris Central Appraisal District for a two-year* term of office commencing on January 1, 2024.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District prior to October 15, 2023.

PASSED AND APPROVED this _____ day of _____, 2023.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

* Unless the constitutional amendment proposed by H.J.R. 2 at the November 2023 general election passes, then in accordance with Senate Bill 2, Section 5.13(d), it will be a one-year term beginning January 1, 2024.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/21/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2024 General Assembly and Board of Directors.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2024 General Assembly and Board of Directors.

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

This one-year term will begin on January 1, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, DESIGNATING THE CITY OF FRIENDSWOOD'S REPRESENTATIVE
AND ALTERNATE TO THE GENERAL ASSEMBLY OF THE HOUSTON-
GALVESTON AREA COUNCIL FOR THE YEAR 2024; AND PROVIDING FOR
THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Friendswood hereby designates
Councilmember Sally Branson as the City of Friendswood's representative to the General Assembly
of the Houston-Galveston Area Council for the year 2024 and to the Board of Directors of the Houston-
Galveston Area Council for the year 2024.

Section 2: That the City Council of the City of Friendswood hereby designates Mayor
Mike Foreman as the City of Friendswood's alternate representative to the General Assembly of the
Houston-Galveston Area Council for the year 2024 and to the Board of Directors of the Houston-
Galveston Area Council for the year 2024.

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

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

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

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

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



September 18, 2023

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

Dear Mayor Foreman:

The Houston-Galveston Area Council has had an exciting and eventful 2023. During the 88th Legislative Session this year, H-GAC monitored over a hundred bills in both the House and Senate that could potentially affect our members. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited nine of our regions' counties, and plan to visit the remaining counties by the end of the year.

As we look forward to 2024, we ask that you continue contributing to our regional discussion by appointing elected representatives from your city to represent you and be a part of our decision-making process. H-GAC bylaws allow each member city to designate one elected official as representative and one elected official as alternate to the General Assembly. The 2024 representative and alternate begin their terms of office on January 1, 2024. I have attached the nomination form on which you can designate your representatives. Please email the completed form to Laura.Parker@h-gac.com. If more information concerning General Assembly and Board of Directors membership would be useful, please **contact** me at 713-993-4514 or Rick Guerrero at 713-993-4598.

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

Sincerely,


Charles Wemple (Sep 18, 2023 13:15 CDT)

Chuck Wemple

Attachment

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/18/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program for 2023-2024.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

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

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

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

1. "Series A" GW Credits

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

2. "Series B" GW Credits

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

To give an example of the importance of these credits, we are permitted to use 400,000,000 gallons of ground water for the year 2023 - 2024. Our GW Series B credits will allow us to increase the permitted amount by 30 percent. This will equate to 520,000,000 gallons permitted total. If we face a situation that forces us to exceed the total allowable amount then we will be subject to a penalty known as the Disincentive Fee. The fee is \$8.46 per 1,000 gallons and is designed to discourage ground water usage.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 23-24 WaterWiseProgram InterlocalContractAgreement

STATE OF TEXAS §
 §
COUNTY OF Harris §

INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

I.

PROGRAM ADMINISTRATION

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

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

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

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

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

II. PAYMENT

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

The Subsidence District agrees to pursue sponsorships for schools in the City of Friendswood or Clear Creek ISD.

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

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

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

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

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

III. TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof for the 2023-2024 academic year until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

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

IV. MISCELLANEOUS

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

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

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

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

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

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

SPONSOR

By: _____ (Title)

ATTEST:

By: _____
(Title)

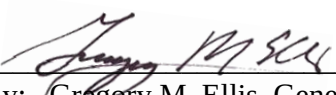
Date: _____

HARRIS-GALVESTON SUBSIDENCE DISTRICT



By: Michael J. Turco, General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/14/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2023-2024.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

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

The required expenditure for this coming FY year contract is \$29,833.00. It will be accounted for out of the Public Works proposed FY23/24 annual operational budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends that City Council approve the contract and authorize the Mayor to execute the contract with the Galveston County Health District for the water pollution control and abatement services.

ATTACHMENTS

1. FY24-WaterPollutionAbatementAgreement (Signed)

Contractual Agreement
For the
City of Friendswood

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

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

WITNESSETH

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

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

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

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

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

ARTICLE I

STATEMENT OF SERVICES

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

☒ **Investigations** - Complaint Response

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

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

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

☒ **Source Inspections** - Grease Traps

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

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

☒ Sample Local Waterways (Surface Water Sampling)

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

ARTICLE II

REPORTING

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

A. Monthly Reports

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

B. Annual Reports

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

ARTICLE III

MEETINGS AND COMMUNICATION

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

ARTICLE IV

EMPLOYEE TRAINING

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

ARTICLE V

COMPENSATION

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

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

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

ARTICLE VI

TERMINATION

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

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

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

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

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

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

ARTICLE VIII

NOTICES

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

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

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

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

ARTICLE IX

INSURANCE

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

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

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

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

ARTICLE X

EMPLOYMENT PRACTICES

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

ARTICLE XI

REPRESENTATION

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

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE XIII

GOVERNING LAW

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

ARTICLE XIV

LAWS AND ORDINANCES

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

ARTICLE XV

VENUE

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

ARTICLE XVII

AMENDMENT

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

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

ARTICLE XVI

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2023 and shall continue in full force until September 30, 2024, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

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

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF FRIENDSWOOD



Trish Bailey
Chief Financial Officer

Mike Foreman
Mayor

9/14/2023

Date

Date

Attachment A: Contract Pricing

City of Friendswood October 1, 2023 - September 30, 2024			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2020 Census	41,213	\$0.34	\$14,012
Wastewater Treatment Plant Inspection (Spot)	0	\$0	\$0
Wastewater Treatment Plant Inspection (CCI)	0	\$0	\$0
Source Inspections - Grease Traps	85	\$101	\$8,585
Surface Water Sampling (collect and lab testing)	6	\$1,206	\$7,236
Total			\$29,833

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/11/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider ratifying the approval of the 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 requested to hang a street banner to 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 recommends approval.

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:

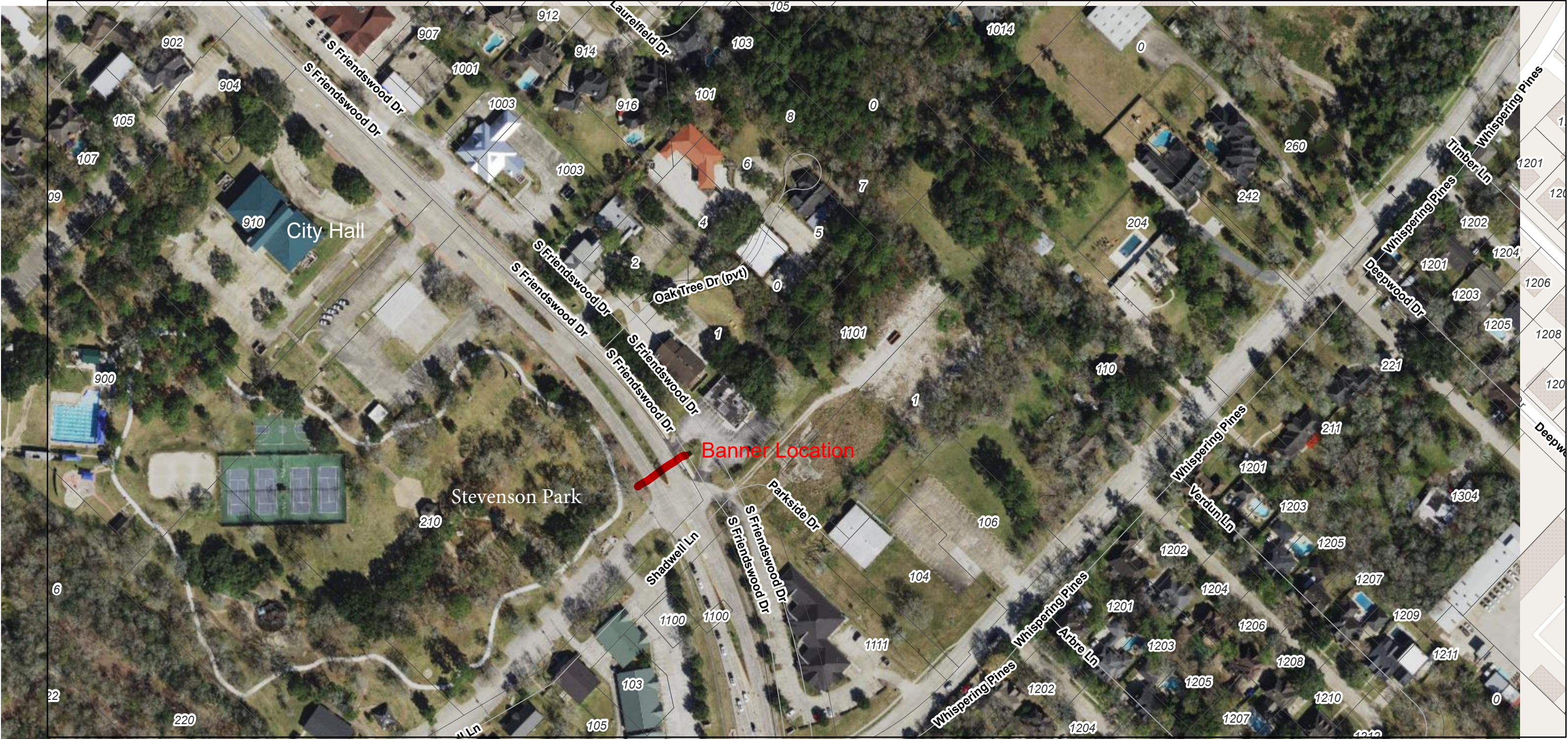
(Signature) (Date)

(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/

City of Friendswood Staff

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: October 2, 2023

Date submitted: 09/18/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the disposal of a Friendswood Volunteer Fire Department vehicle through Public Surplus.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood EMS has one decommissioned 2007 Ford Expedition XLT (EMS4) that is ready for disposal. The vehicle was replaced per the FVFD Capital Replacement Plan. If Council approves this item, the vehicle will be disposed of through www.publicsurplus.com.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of this vehicle will be deposited into the FVFD Capital Replacement Fund.

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of the FVFD vehicle in the manner described above.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/25/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider ratifying an Amendment authorizing an increase in the City of Friendswood's monthly contribution rate to the Texas Emergency Services Retirement System on behalf of the Friendswood Volunteer Fire Department.

Originating Department: Fire Marshal

Degree of importance: Significant

Expenditure:	Appropriation	Amount Budgeted:	Source of Funds:

SUMMARY / ORIGINATING CAUSE

This item ratifies an Amendment authorizing an increase in the City of Friendswood's (the "City") monthly contribution rate to the Texas Emergency Services Retirement System (TESRS) on behalf of the Friendswood Volunteer Fire Department (FVFD), effective October 1, 2023.

By State statute, the contract with TESRS requires the City to participate as the governing body in the volunteer pension program that FVFD provides for their volunteer membership.

This amendment increases the current pension by \$12.00 per month per volunteer, moving the pension amount from \$132.00 to \$144.00 per month per volunteer.

The costs for this increase are incorporated within the FVFD annual budget as currently proposed and as such signing this amendment does not further increase City costs. The City's FY23 adopted budget includes funding for the FVFD contract inclusive of the volunteer pension increase.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

TESRS and a small per call stipend, which helps defray the costs of volunteering, are the only financial benefits beyond corporate accident insurance and worker's compensation insurance individual volunteers receive. As such, this is a critical piece in our recruitment and retention process.

FVFD is comparably behind with respect to contributions per volunteer from neighboring departments that participate in TESRS and by implementing an increase every 2 years, they will notably reduce the gap. The last increase was effective November 1, 2021.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood Increase Amendment

Texas Emergency Services Retirement System
and
City of Friendswood, Texas
Friendswood Volunteer Fire Department

Amendment Effective Date:
October 1, 2023

AMENDMENT
Texas Emergency Services Retirement System and
City of Friendswood, Texas
Friendswood Volunteer Fire Department

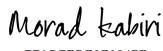
The Texas Emergency Services Retirement System (TESRS) and City of Friendswood, Texas (Governing Entity), on behalf of the Friendswood Volunteer Fire Department (Participating Department), entered into a Contract effective April 1, 1998. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **October 1, 2023**.

Monthly Contribution Rate: Effective October 1, 2023, the Governing Entity has elected to increase monthly contributions to the TESRS Pension System on behalf of each active participating member from a rate of **\$132.00 to \$144.00** per month. TESRS will apply the increase in the monthly contributions effective October 1, 2023.

EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2023 by their duly authorized officers or other representatives.

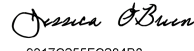
City of Friendswood Texas

DocuSigned by:

FEADFEDE8E9247E

Morad Kabiri, City Manager

Date: 9/22/2023 | 13:23:05 CDT

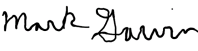
Texas Emergency Services Retirement System

DocuSigned by:

9317C255FC284B0...

Jessica O'Brien, Interim Executive Director

Date: 9/25/2023 | 07:59:10 CDT

Friendswood Volunteer Fire Department

DocuSigned by:

DE2D91B65DC84A0

Mark Garvin, Chairman

Date: 9/22/2023 | 14:37:40 CDT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/20/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the final acceptance of the Ranch Express Public Paving Improvements Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period for the Public Paving Improvement Project at 2210 S. Friendswood Drive (Ranch Express) in August 2022. The maintenance bond has reached its obligation. This agenda item is to authorize the final acceptance of the Public Paving Improvement Project and to formerly release the bond.

City Staff conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Mike Construction, Inc. will have its bond released immediately upon final acceptance be the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond
2. Maintenance Bond - Ranch Express

RELEASE OF BOND

Date: October 2, 2023

Project Name: Ranch Express Public Paving Improvements

TO: Mike Construction, Inc.
9114 New Forest Road
Spring, TX 77379

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on August 1, 2022, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Western Surety Company, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/11/2023

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing (i) Barbara Blanchard and (ii) Terry McKee to the Fourth of July Steering Committee for a three-year term beginning November 1, 2023 and ending on October 31, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fourth of July Steering Committee (the "Committee") is a fifteen member board, who:

- (i) are residents of the City,
- (ii) are business owners that pay ad valorem taxes to the City, or
- (iii) were members of the committee on October 4, 2022,

and who are appointed by at least four members of the City Council for staggered three-year terms commencing November 1st. The Committee is responsible for assisting staff with organizing, planning, coordinating, and overseeing the annual Fourth of July activities of the City, and performing other duties as may be delegated to it by the City Council.

This item allows the Council to reappoint the following members for another three-year term:

- (i) Barbara Blanchard and
- (ii) Terry McKee.

The members have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2.23(b) of the Friendswood City Code. This term is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. McKee, Terry Volunteer Application_Redacted
2. Blanchard, Barbara Volunteer Application_Redacted

James Toney, P & R
Karen Capps, CMO
Morad Kabiri, CMO
Mary Perroni, Library



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

VOLUNTEER APPLICATION

SPECIAL INTERESTS AND TALENTS: Property management, working with people, finance administration,
assisting with organizing and soliciting assistance... Talents - wood working, DJ for non-profit organizations
at no charge

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

	PLANNING & ZONING COMMISSION
	ZONING BOARD OF ADJUSTMENT & APPEALS
X	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
X	COMMUNITY & ECONOMIC DEVELOPMENT
	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
	INVESTMENT COMMITTEE
X	FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

<u> </u>	LONG-TERM PROJECTS
<u> </u>	SHORT-TERM PROJECTS
<u> </u>	DAYTIME
<u> </u>	EVENING
<u> </u>	SUMMER

RECREATION

 X 4TH OF JULY STEERING COMMITTEE
 4TH OF JULY VOLUNTEER
 SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

X LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

WEST RANCH MANAGEMENT DISTRICT
ANIMAL SHELTER ADVISORY COMMITTEE
VOLUNTEER FIRE DEPT/EMS
CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: Male

FRIENDSWOOD RESIDENT FOR 18 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

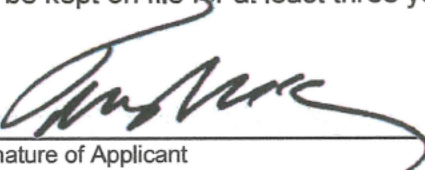
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Undergraduate degree in Chemistry, MS in Environmental Management - various positions held included managed the soap and detergent plant for the Texas Department of Corrections for eight years. managed the Browning-Ferris Industries (BFI) corporate laboratory in Houston for 14 years

Please list any civic or community endeavors in which you have been involved: Served on the Forest of Friendswood Home Owners Association for seven years. president for three years. Served on the Finance Council of my church for 14 years. Chairman for six years. Participate in the Friendswood Christmas and July 4th parades - own a couple of vintage vehicles. DJ for the Friendwood CoC Car & Bike show in April

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

November 4, 2107
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

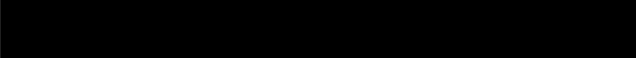
Name of Board, Committee or Commission:

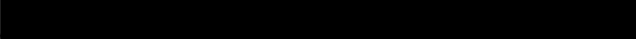
Dates of Service:

PERSONAL REFERENCES:

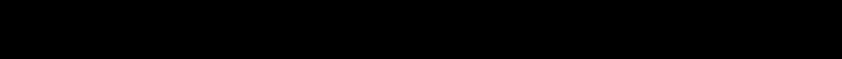
Please list at least two references.

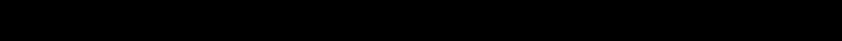
NAME: Ms. Sally Harris Branson

ADDRESS: 

PHONE: 

NAME: Mr. Robert Reinhart

ADDRESS: 

PHONE: 



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Barbara Blanchard HOME PHONE: _____
HOME ADDRESS: _____ WORK PHONE: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: Self Employed
SPECIAL INTERESTS AND TALENTS: I love helping in the community
I am pretty crafty & imaginative.
Are you currently serving as a member of any Friendswood governmental body? yes
If so, please name the body: July 4th Steering Committee

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
 _____ ZONING BOARD OF ADJUSTMENT & APPEALS
 _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE
 _____ FRIENDSWOOD DOWNTOWN ECONOMIC
 _____ DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION

☒ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Ben Citizens Advisory Team

OTHER

WEST RANCH MANAGEMENT DISTRICT
ANIMAL SHELTER ADVISORY COMMITTEE
VOLUNTEER FIRE DEPT/EMS
CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 24 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I own & Run my own Business for 20 years.

Please list any civic or community endeavors in which you have been involved:

I am - Vice-Chair of the 4th of July Steering Committee.
I volunteer for most city events in some way.
I donate to several school and community events & clubs.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Barbara Blanchard
Signature of Applicant

3-4-19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

July 4th Steering Com.

Dates of Service:

2014 - present

PERSONAL REFERENCES:

Please list at least two references.

■

NAME: Katy Blanchard

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Morad Kabiri

ADDRESS: [REDACTED]

PHONE: [REDACTED]

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/11/2023

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing (i) Todd Mendenhall and (ii) Michael Fernandez to the Keep Friendswood Beautiful Committee for a three-year term beginning November 1, 2023 and ending October 31, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Keep Friendswood Beautiful Committee (the "Committee") is composed of fifteen members, who are:

- (i) residents of the city or
- (ii) business owners that pay ad valorem taxes to the city

and who are appointed by at least four members of the City Council for staggered three-year terms commencing on November 1st. The Committee has the following powers and duties:

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

This item allows the Council to reappoint the following individuals to serve another three-year term starting November 1, 2023 and expiring October 31, 2026:

- (i) Todd Mendenhall, and
- (ii) Michael Fernandez.

The appointees have complied with the requirements of the new Appointment Policy and the newly adopted Section 2-23(c) of the Friendswood City Code. This appointment is the first of the allowed four three-year terms.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Fernandez, Michael - Volunteer Application_Redacted
2. Mendenhall, Todd Volunteer Application_Redacted



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MICHAEL FERNANDEZ

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: REALTOR, CONSULTANT, MEDIATOR

SPECIAL INTERESTS AND TALENTS: HELPING THE COMMUNITY AND OTHERS. TRAIN AND

COACHING ORGANIZATIONS AND INDIVIDUALS IN LEADERSHIP, NEGOTIATIONS, AND CONFLICT MANAGEMENT

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL, ZONING BOARD OF ADJUSTMENT

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

☒	PLANNING & ZONING COMMISSION
☒	ZONING BOARD OF ADJUSTMENT & APPEALS
☒	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐	COMMUNITY & ECONOMIC DEVELOPMENT
☐	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐	INVESTMENT COMMITTEE
☐	FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

RECREATION

☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

☒	WEST RANCH MANAGEMENT DISTRICT
☐	ANIMAL SHELTER ADVISORY COMMITTEE
☐	VOLUNTEER FIRE DEPT/EMS
☐	CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

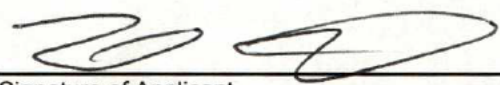
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

BACHELORS DEGREE PRE-LAW, STUDIED LAW AT SOUTH TEXAS COLLEGE OF LAW
MBA
REALTOR LICENSE, MEDIATOR, ARBITRATOR, PHD CANDIDATE INDUSTRIAL &
ORGANIZATIONAL PSYCHOLOGY

Please list any civic or community endeavors in which you have been involved: LIGHT HOUSE CHARITY TEAM
HARRIS, COUNTY CHILD ADVOCATES, VARIOUS DUTIES WITH KEEP FRIENDS WOOD
BEAUTIFUL

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

7 - 18 - 19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

KEEP FRIENDSWOOD BEAUTIFUL
ZONING BOARD OF ADJUSTMENTS & APPEALS

SEPT 2017 - CURRENT
MARCH 2018 - JULY 2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: NATASHA McADAM

ADDRESS: _____

PHONE: _____

NAME: MARY DAWILA

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Todd Mendenhall

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: Friendswood Texas 77546

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Landscape

SPECIAL INTERESTS AND TALENTS: organizing, management, landscape design,

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: Keep Friendswood Beautiful

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- _____ PLANNING & ZONING COMMISSION
 _____ ZONING BOARD OF ADJUSTMENT & APPEALS
 1 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE
 _____ FRIENDSWOOD DOWNTOWN ECONOMIC
 _____ DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- _____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: M.

FRIENDSWOOD RESIDENT FOR 45 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

licensed irrigator

38 years Company Owner

licensed Chemical applicator

Associates degree Mid management

Please list any civic or community endeavors in which you have been involved: _____

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.



Signature of Applicant

2-5-2020

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Keep Friendswood Beautiful

2011 → to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Melvin Mendenhall

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Dick Pyke

ADDRESS: [REDACTED]

PHONE: [REDACTED]

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/11/2023

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing (i) Rosie Olivo, (ii) Dorothy Montz and (iii) Micheal Culp to the Senior Citizens Advisory Committee for a three-year term beginning November 1, 2023 and ending on October 31, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Senior Citizens Advisory Committee (the "Committee") is composed of nine members who are:

- (i) residents of the City or
- (ii) business owners that pay ad valorem taxes to the City

and are appointed by at least four members of the City Council for staggered three-year terms commencing on November 1st. The Committee is responsible for recommending programming for the senior citizen program and performing other duties as may be delegated to it by the City Council.

This item allows the Council to reappoint the following members to the Senior Citizens Advisory Committee for another three-year term that starts November 1, 2023 and ends on October 31, 2026:

- (i) Rosio Olivo,
- (ii) Dorothy Montz, and
- (iii) Micheal Culp.

The appointees have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2-23(c) of the Friendswood City Code. This is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Olivo, Rosie Volunteer Application _Redacted
2. Culp, Micheal Volunteer Application _Redacted
3. Montz, Dorothy Volunteer Application _Redacted



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Rosie Olivo Friendswood, Tx 77546 HOME PHONE: _____
HOME ADDRESS: _____ WORK PHONE: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: Retired
SPECIAL INTERESTS AND TALENTS: Yoga, pilates, sports, theater, travel

Are you currently serving as a member of any Friendswood governmental body? No
If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
 _____ ZONING BOARD OF ADJUSTMENT & APPEALS
 _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE
 _____ FRIENDSWOOD DOWNTOWN ECONOMIC
 _____ DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
✓ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard sheet of stationery. There is no handwriting or other markings on the page.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH [REDACTED]

SEX: f

FRIENDSWOOD RESIDENT FOR 5 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? Applied Science degree - Legal

Please list any civic or community endeavors in which you have been involved: Church volunteer,
Friendswood yoga class - instructor (volunteer)

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Pose Ohi

Signature of Applicant

7/1/21

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

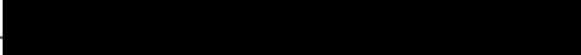
If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

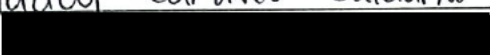
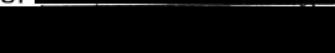
Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Genie Balderaz
ADDRESS: 
PHONE: 

NAME: Shadey Caraveo-Saldana
ADDRESS: 
PHONE: 



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Michael Colp HOME PHONE: _____
HOME ADDRESS: [REDACTED] WORK PHONE: _____
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: retired from NASA
SPECIAL INTERESTS AND TALENTS: 12U baseball

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

5 ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
 _____ ZONING BOARD OF ADJUSTMENT & APPEALS
 _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE
 _____ FRIENDSWOOD DOWNTOWN ECONOMIC
 _____ DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
P SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

WEST RANCH MANAGEMENT DISTRICT
ANIMAL SHELTER ADVISORY COMMITTEE
VOLUNTEER FIRE DEPT/EMS
CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I'm very interested in improving the Senior Citizen Program and accelerating an atmosphere that promotes their greatest need—socializing.

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

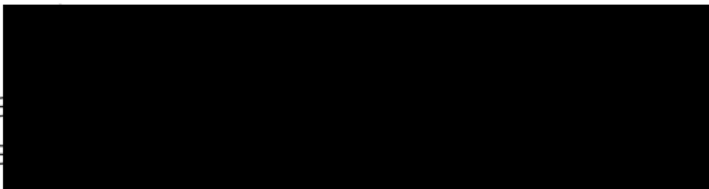
PERSONAL REFERENCES:

Please list at least two references.

NAME:

ADDRESS:

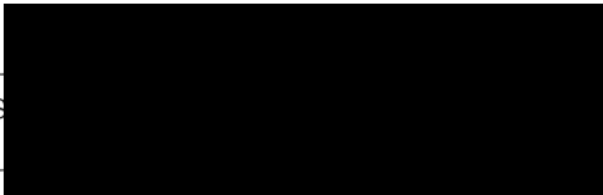
PHONE:



NAME:

ADDRESS:

PHONE:



These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 

SEX: M

FRIENDSWOOD RESIDENT FOR 23 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

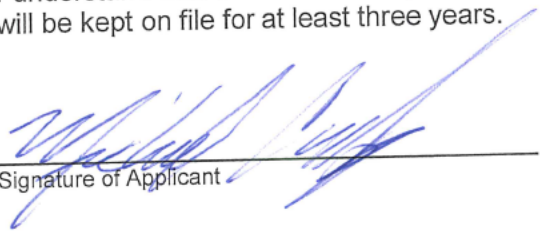
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I've lived a long time.

Please list any civic or community endeavors in which you have been involved: _____

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

5/6/21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Dorothy Montz HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: —
CITY, STATE, ZIP: Friendswood TX 77546
EMAIL ADDRESS: [REDACTED] CELL PHONE: —
OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Line Dancing, clogging, croquet,
Wii Bowling, chair Volkey BALL, exercise class, dominoes
Recorder BAND

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: Senior Citizen Advisory Board

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION

_____ ZONING BOARD OF ADJUSTMENT & APPEALS

_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE

_____ COMMUNITY & ECONOMIC DEVELOPMENT

_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS

_____ INVESTMENT COMMITTEE

_____ FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

4TH OF JULY STEERING COMMITTEE
4TH OF JULY VOLUNTEER
✓ SENIOR CITIZENS ADVISORY COMMITTEE

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

[illegible]

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 40 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

College graduate

Please list any civic or community endeavors in which you have been involved:

Friendswood Senior Citizen Advisory Board
McCluer - Home Owners Association
Mary Queen Church Women's Council

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Dorothy Montz
Signature of Applicant

2/3/20
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Senior Citizen Advisory Board

11-09 to 11-15

11-16 to present

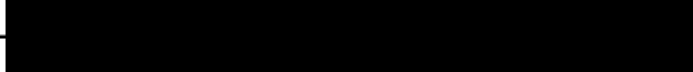
2/20

PERSONAL REFERENCES:

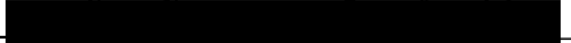
Please list at least two references.

NAME: Larry Seelig

ADDRESS: 

PHONE: 

NAME: Margory Schooley

ADDRESS: 

PHONE: Friendswood, TX 77546



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/12/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the ad valorem tax report for August 2023.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax Aug 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



September 11, 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 August, 2023 is true and correct.

Under my hand and seal this 11th day of September, 2023.



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
Bay Colony West MUD

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

09/06/2023 08:31:39 4351017
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 08/01/2023 THRU 08/31/2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 32
INCLUDES AG ROLLBACK

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	40,969.31	.00	5,906.12	.00	46,875.43	8,740.01	.00	.00	55,615.44
	I & S	.098754	10,412.73	.00	1,501.01	.00	11,913.74	.00	.00	.00	11,913.74
	TOTAL	.487314	51,382.04	.00	7,407.13	.00	58,789.17	8,740.01	.00	.00	67,529.18
2021	M & O	.385147	198.47-	.00	187.57	.00	10.90-	132.97	.00	.00	122.07
	I & S	.102167	52.74-	.00	49.74	.00	3.00-	.00	.00	.00	3.00-
	TOTAL	.487314	251.21-	.00	237.31	.00	13.90-	132.97	.00	.00	119.07
2020	M & O	.392153	416.76	.00	76.55	.00	493.32	46.93	.00	.00	540.25
	I & S	.095161	101.29	.00	18.58	.00	119.87	.00	.00	.00	119.87
	TOTAL	.487314	518.05	.00	95.14	.00	613.19	46.93	.00	.00	660.12
2019	M & O	.432160	51.03	.00	18.71	.00	69.74	12.72	.00	.00	82.46
	I & S	.089279	10.60	.00	3.86	.00	14.46	.00	.00	.00	14.46
	TOTAL	.521439	61.63	.00	22.57	.00	84.20	12.72	.00	.00	96.92
2018	M & O	.437173	31.92	.00	11.72	.00	43.64	7.11	.00	.00	50.75
	I & S	.095218	6.79	.00	2.55	.00	9.34	.00	.00	.00	9.34
	TOTAL	.532391	38.71	.00	14.27	.00	52.98	7.11	.00	.00	60.09
2017	M & O	.432349	23.92	.00	13.65	.00	37.58	7.55	.00	.00	45.13
	I & S	.095000	5.33	.00	3.00	.00	8.33	.00	.00	.00	8.33
	TOTAL	.527349	29.25	.00	16.65	.00	45.91	7.55	.00	.00	53.46
2016	M & O	.462000	47.39	.00	38.85	.00	86.24	19.27	.00	.00	105.51
	I & S	.084000	8.56	.00	7.06	.00	15.62	.00	.00	.00	15.62
	TOTAL	.546000	55.95	.00	45.91	.00	101.86	19.27	.00	.00	121.13
2015	M & O	.497200	24.86	.00	12.34	.00	37.20	5.56	.00	.00	42.76
	I & S	.071500	3.57	.00	1.77	.00	5.34	.00	.00	.00	5.34
	TOTAL	.568700	28.43	.00	14.11	.00	42.54	5.56	.00	.00	48.10
2014	M & O	.530300	18.79	.00	.00	.00	18.79	.00	.00	.00	18.79
	I & S	.061100	2.14	.00	.00	.00	2.14	.00	.00	.00	2.14
	TOTAL	.591400	20.93	.00	.00	.00	20.93	.00	.00	.00	20.93
2013	M & O	.530300	9.80	.00	6.24	.00	16.04	.00	.00	.00	16.04
	I & S	.061100	1.14	.00	.70	.00	1.84	.00	.00	.00	1.84
	TOTAL	.591400	10.94	.00	6.94	.00	17.88	.00	.00	.00	17.88
2012	M & O	.530700	3.72	.00	.00	.00	3.72	.00	.00	.00	3.72
	I & S	.06300	.46	.00	.00	.00	.46	.00	.00	.00	.46
	TOTAL	.597000	4.18	.00	.00	.00	4.18	.00	.00	.00	4.18

09/06/2023 08:31:39 4351017
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 08/01/2023 THRU 08/31/2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		41,399.03	.00	6,271.77	.00	47,670.80	8,972.12	.00	.00	56,642.92
ALL	I & S		10,499.87	.00	1,588.27	.00	12,088.14	.00	.00	.00	12,088.14
ALL	TOTAL		51,898.90	.00	7,860.04	.00	59,758.94	8,972.12	.00	.00	68,731.06
DIQ	M & O		41,399.03	.00	6,271.77	.00	47,670.80	8,972.12	.00	.00	56,642.92
DIQ	I & S		10,499.87	.00	1,588.27	.00	12,088.14	.00	.00	.00	12,088.14
DIQ	TOTAL		51,898.90	.00	7,860.04	.00	59,758.94	8,972.12	.00	.00	68,731.06
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019	941082323T	612666	202307	0.31-	0.00	0.00	0.00 CERT	0.00	0.31-TR
2019	941082323T	612667	202307	0.31-	0.00	0.00	0.00 CERT	0.00	0.31-TR
2019	941082323T	612708	202307	0.31-	0.00	0.00	0.00 CERT	0.00	0.31-TR
2019	941082323T	720833	202307	0.96-	0.00	0.00	0.00 CERT	0.00	0.96-TR
2019	941082323T	720834	202307	0.31-	0.00	0.00	0.00 CERT	0.00	0.31-TR
2019 TOTAL				2.20-	0.00	0.00	0.00	0.00	2.20-
2020	941082323T	612666	202307	0.18-	0.00	0.00	0.00 CERT	0.00	0.18-TR
2020	941082323T	612667	202307	0.18-	0.00	0.00	0.00 CERT	0.00	0.18-TR
2020	941082323T	612708	202307	0.18-	0.00	0.00	0.00 CERT	0.00	0.18-TR
2020	941082323T	720833	202307	0.50-	0.00	0.00	0.00 CERT	0.00	0.50-TR
2020	941082323T	720834	202307	0.18-	0.00	0.00	0.00 CERT	0.00	0.18-TR
2020 TOTAL				1.22-	0.00	0.00	0.00	0.00	1.22-
2021	RF230816	10004400000015	202112	277.77-	0.00	0.00	0.00 HK24	277.77	0.00 RF
2021	RF230816	10004400000015	202112	0.00	0.00	0.00	0.00 HK24	277.77-	277.77-RE
2021	RF230816	10578200000008	202203	0.00	0.00	0.00	0.00 HK24	220.95-	220.95-RE
2021	RF230816	10578200000008	202203	220.95-	0.00	0.00	0.00 HK24	220.95	0.00 RF
2021	RF230816	10847900000001	202112	0.00	0.00	0.00	0.00 HK24	238.07-	238.07-RE
2021	RF230816	10847900000001	202112	238.07-	0.00	0.00	0.00 HK24	238.07	0.00 RF
2021	RF230816	1254280030015	202112	0.00	0.00	0.00	0.00 HK24	513.01-	513.01-RE
2021	RF230816	1254280030015	202112	513.01-	0.00	0.00	0.00 HK24	513.01	0.00 RF
2021	941082323T	736637	202307	0.71-	0.00	0.00	0.00 CERT	0.00	0.71-TR
2021	941082323T	736638	202307	0.49-	0.00	0.00	0.00 CERT	0.00	0.49-TR
2021 TOTAL				1,251.00-	0.00	0.00	0.00	0.00	1,251.00-
2022	RF230816	10004500000006	202212	0.00	0.00	0.00	0.00 HK12	8.15-	8.15-RE
2022	RF230816	10004500000006	202212	8.15-	0.00	0.00	0.00 HK12	8.15	0.00 RF
2022	RF230816	10127700000007	202212	121.83-	0.00	0.00	0.00 HK12	121.83	0.00 RF
2022	RF230816	10127700000007	202212	0.00	0.00	0.00	0.00 HK12	121.83-	121.83-RE
2022	RF230816	10433800000037	202301	154.58-	0.00	0.00	0.00 HK12	154.58	0.00 RF
2022	RF230816	10433800000037	202301	0.00	0.00	0.00	0.00 HK12	154.58-	154.58-RE
2022	RF230816	10557700000051	202301	0.00	0.00	0.00	0.00 HK12	145.36-	145.36-RE
2022	RF230816	10557700000051	202301	0.00	0.00	0.00	0.00 HK12	145.36	0.00 RF
2022	RF230816	10578400000027	202301	226.59-	0.00	0.00	0.00 HK12	226.59	0.00 RF
2022	RF230816	10578400000027	202301	0.00	0.00	0.00	0.00 HK12	226.59-	226.59-RE
2022	864082123PHC	10979700000002	202308	138.47-	0.00	0.58-	0.00 CERT	0.00	139.05-RI
2022	RF230816	1224690010013	202212	0.00	0.00	0.00	0.00 HK12	121.83-	121.83-RE
2022	RF230816	1224690010013	202212	121.83-	0.00	0.00	0.00 HK12	121.83	0.00 RF

FROM: 08/01/2023 THRU 08/31/2023
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF230816	1254280030015	202212	0.00	0.00	0.00	0.00 HK12	559.17-	559.17-RF
2022	RF230816	1254280030015	202212	559.17-	0.00	0.00	0.00 HK12	559.17	0.00 RF
2022	RF230803	146628	202210	0.00	0.00	0.00	0.00 CERT	74.12-	74.12-RF
2022	RF230803	146628	202210	74.12-	0.00	0.00	0.00 CERT	74.12-	0.00 RF
2022	RF230803	200490	202212	0.00	0.00	0.00	0.00 CERT	520.88-	520.88-RF
2022	RF230803	200490	202212	520.88-	0.00	0.00	0.00 CERT	520.88-	0.00 RF
2022	RF230803	200685	202301	579.05-	0.00	0.00	0.00 CERT	579.05	0.00 RF
2022	RF230803	200685	202301	0.00	0.00	0.00	0.00 CERT	579.05-	579.05-RF
2022	RF230802	201888	202301	0.00	0.00	0.00	0.00 CERT	1,446.83-	1,446.83-RF
2022	RF230802	201888	202301	1,446.83-	0.00	0.00	0.00 CERT	1,446.83	0.00 RF
2022	RF230802	310232	202306	293.53-	0.00	20.55-	0.00 CERT	0.00	314.08-TR
2022	RF230803	359119	202212	20.85-	0.00	0.00	0.00 CERT	20.85	0.00 RF
2022	RF230803	359119	202212	0.00	0.00	0.00	0.00 CERT	20.85-	20.85-RF
2022	RF230808	359119	202212	90.96-	0.00	0.00	0.00 CERT	90.96	0.00 RF
2022	RF230808	359119	202212	0.00	0.00	0.00	0.00 CERT	90.96-	90.96-RF
2022	RF230802	391420	202301	0.00	0.00	0.00	0.00 CERT	1,519.45-	1,519.45-RF
2022	RF230802	391420	202301	1,519.45-	0.00	0.00	0.00 CERT	1,519.45	0.00 RF
2022	RF230803	405872	202212	0.00	0.00	0.00	0.00 CERT	290.05-	290.05-RF
2022	RF230803	405872	202212	290.05-	0.00	0.00	0.00 CERT	290.05	0.00 RF
2022	RF230816	H330520000003	202301	4,221.30-	0.00	0.00	0.00 HK12	4,221.30	0.00 RF
2022	RF230816	H330520000003	202301	0.00	0.00	0.00	0.00 HK12	4,221.30-	4,221.30-RF
2022 TOTAL				10,533.00-	0.00	21.13-	0.00	0.00	10,554.13-
TOTAL REVERSALS				11,787.42-	0.00	21.13-	0.00	0.00	11,808.55-

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2012 TOTAL			4.18	0.00	0.00	0.00	0.00	4.18
2013 TOTAL			10.94	0.00	6.94	0.00	0.00	17.88
2014 TOTAL			20.93	0.00	0.00	0.00	0.00	20.93
2015 TOTAL			28.43	0.00	14.11	5.56	0.00	48.10
2016 TOTAL			55.95	0.00	45.91	19.27	0.00	121.13
2017 TOTAL			29.25	0.00	16.66	7.55	0.00	53.46
2018 TOTAL			38.71	0.00	14.27	7.11	0.00	60.09
2019 TOTAL			63.83	0.00	22.57	12.72	0.00	99.12
2020 TOTAL			519.27	0.00	95.14	46.93	0.00	661.34
2021 TOTAL			999.79	0.00	237.31	132.97	0.00	1,370.07
2022 TOTAL			61,915.04	0.00	7,428.26	8,740.01	0.00	78,103.31
TOTAL PAYMENTS			63,686.32	0.00	7,881.17	8,972.12	0.00	80,539.61
2019 TOTAL			2.20-	0.00	0.00	0.00	0.00	2.20-
2020 TOTAL			1.22-	0.00	0.00	0.00	0.00	1.22-
2021 TOTAL			1,251.00-	0.00	0.00	0.00	0.00	1,251.00-
2022 TOTAL			10,533.00-	0.00	21.13-	0.00	0.00	10,554.13-
TOTAL REVERSALS			11,787.42-	0.00	21.13-	0.00	0.00	11,808.55-
TOTAL FOR UNIT			51,898.90	0.00	7,860.04	8,972.12	0.00	68,731.06

FISCAL START: 08/01/2023 END: 07/31/2024 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,778,686,394	2,021,201-	4,776,665,193	0	00.487314	215,435.85
						17,862

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	224,620.94	9,185.09-	9,185.09-	51,382.04	51,382.04	164,053.81	23.85	0.00
2021	46,007.11	525.26-	525.26-	251.21-	251.21-	45,733.06	.55-	0.00
2020	28,524.90	604.25	604.25	518.05	518.05	28,611.10	1.78	0.00
2019	20,010.02	.00	0.00	61.63	61.63	19,948.39	.31	0.00
2018	14,875.89	.00	0.00	38.71	38.71	14,837.18	.26	0.00
2017	13,642.64	.00	0.00	29.25	29.25	13,613.39	.21	0.00
2016	12,117.53	.00	0.00	55.95	55.95	12,061.58	.46	0.00
2015	11,826.76	.00	0.00	28.43	28.43	11,798.33	.24	0.00
2014	12,474.54	.00	0.00	20.93	20.93	12,453.61	.17	0.00
2013	9,677.98	.00	0.00	10.94	10.94	9,667.04	.11	0.00
2012	6,814.94	.00	0.00	4.18	4.18	6,810.76	.06	0.00
2011	6,841.46	.00	0.00	0.00	0.00	6,841.46	0.00	0.00
2010	3,613.44	.00	0.00	0.00	0.00	3,613.44	0.00	0.00
2009	5,164.80	.00	0.00	0.00	0.00	5,164.80	0.00	0.00
2008	4,281.97	.00	0.00	0.00	0.00	4,281.97	0.00	0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11	0.00	0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90	0.00	0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61	0.00	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	299.58	.00	0.00	0.00	0.00	299.58	0.00	0.00
2001	263.32	.00	0.00	0.00	0.00	263.32	0.00	0.00
****	427,275.03	9,106.10-	9,106.10-	51,898.90	51,898.90	366,270.03		0.00
CURR	224,620.94	9,185.09-	9,185.09-	51,382.04	51,382.04	164,053.81		0.00
DELT	202,654.09	78.99	78.99	516.86	516.86	202,216.22		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 91
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2023
LAND VALUE	6,593,325,295	6,593,325,295	0	0	0	6,593,325,295
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	0	2,263,478-	2,263,478-	871,511,619
APPRAISED VALUE	6,593,325,295	6,593,325,295	0	2,263,478-	2,263,478-	6,591,061,817
EXEMPTIONS	1,782,152,718	1,782,152,718	0	242,277-	242,277-	1,781,910,441
TAXABLE VALUE	4,778,686,394	4,778,686,394	0	2,021,201-	2,021,201-	4,776,665,193
LEVY	224,620.94	224,620.94	.00	9,185.09-	9,185.09-	215,435.85
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	4	4	10,599
OVER 65	3,475	3,475	0	1	1	3,476
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	0	0	253
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 92
INCLUDES AG ROLLBACK

	CERTIFIED ROLL 08/01/2023	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2023
LAND VALUE	5,827,810,207	5,827,810,207	0	380,567-	380,567-	5,827,429,640
AG EXCLUSION	33,691,313	33,691,313	0	380,567-	380,567-	33,310,746
IMPROVEMENTS	775,157,465	775,157,465	0	0	0	775,157,465
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	380,567-	380,567-	5,827,429,640
EXEMPTIONS	1,579,451,702	1,579,451,702	0	149,407	231,160-	1,579,220,542
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	149,407-	149,407-	4,214,517,785
LEVY	46,007.11	46,007.11	*00	525.26-	525.26-	45,481.85
UNCOLLECTIBLE	.00	.00	.00	.00	.00	*00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	3	3	10,301
OVER 65	3,255	3,255	0	1-	1-	3,254
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

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

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2023
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	0	0	706,413,340
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
EXEMPTIONS	1,218,139,975	1,218,139,975	0	94,908-	94,908-	1,218,045,067
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	94,908	94,908	3,797,891,877
LEVY	28,524.90	28,524.90	*.00	604.25	604.25	29,129.15
UNCOLLECTIBLE	.00	.00	.00	.00	.00	*.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	1-	1-	10,219
OVER 65	3,163	3,163	0	1-	1-	3,162
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

Jurisdiction Remittances Processed By Remit Date - Property Tax File

For Remitted Deposit Dates 08/01/2023 thru 08/31/2023 as of 09/07/2023

Report run on: September 7, 2023 3:34 PM

Batch Seq
4352970

Tax Unit
337 FRIENDWD CITY

	M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
Delq	18,406.25	4,674.91	0.00	0.00	0.00	23,081.16
Deposit Date: 08/02/2023-08/04/2023	\$18,406.25	\$4,674.91	\$0.00	\$0.00	\$0.00	\$23,081.16
Print_date: 08/10/2023	ACH 83353	\$18,406.25	\$0.00	\$0.00	\$0.00	\$23,081.16
Delq	9,470.95	2,408.84	0.00	0.00	0.00	11,879.79
Deposit Date: 08/07/2023-08/11/2023	\$9,470.95	\$2,408.84	\$0.00	\$0.00	\$0.00	\$11,879.79
Print_date: 08/23/2023	ACH 83398	\$9,470.95	\$0.00	\$0.00	\$0.00	\$11,879.79
Delq	(931.87)	(248.98)	0.00	0.00	0.00	(1,180.85)
Deposit Date: 08/14/2023-08/18/2023	(\$931.87)	(\$248.98)	\$0.00	\$0.00	\$0.00	(\$1,180.85)
Delq	10,892.31	2,769.93	0.00	0.00	0.00	13,662.24
Deposit Date: 08/21/2023-08/25/2023	\$10,892.31	\$2,769.93	\$0.00	\$0.00	\$0.00	\$13,662.24
Print_date: 08/28/2023	ACH 83465	\$9,960.44	\$0.00	\$0.00	\$0.00	\$12,481.39
Delq	9,833.16	2,483.44	0.00	0.00	0.00	12,316.60
Deposit Date: 08/28/2023-08/31/2023	\$9,833.16	\$2,483.44	\$0.00	\$0.00	\$0.00	\$12,316.60
Print_date: 09/06/2023	ACH 83504	\$9,833.16	\$0.00	\$0.00	\$0.00	\$12,316.60
Tax Unit Subtotal:	\$47,670.80	\$12,088.14	\$0.00	\$0.00	\$0.00	\$59,758.94

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 08/08/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the minutes of the City Council Special Meeting held on August 28, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Special Meeting held on August 28, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. August 28, 2023, City Council Draft Special Meeting Minutes

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
AUGUST 28, 2023**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON MONDAY, AUGUST 28, 2023, AT 5:30 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Steve Rockey	Mayor Pro Tem
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

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

2. INVOCATION

The invocation was led by Pastor Bobby Kirkpatrick with Friendswood Friends Church.

3. PLEDGE OF ALLEGIANCE

Mayor Foreman led the pledges to the United States and State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey reminded everyone that on Labor Day, September 4th, is the annual free Labor Day Ice Cream Social at the Perry Home from 5:00 p.m. to 7:00 p.m., and everyone is invited.

5. PUBLIC COMMENT

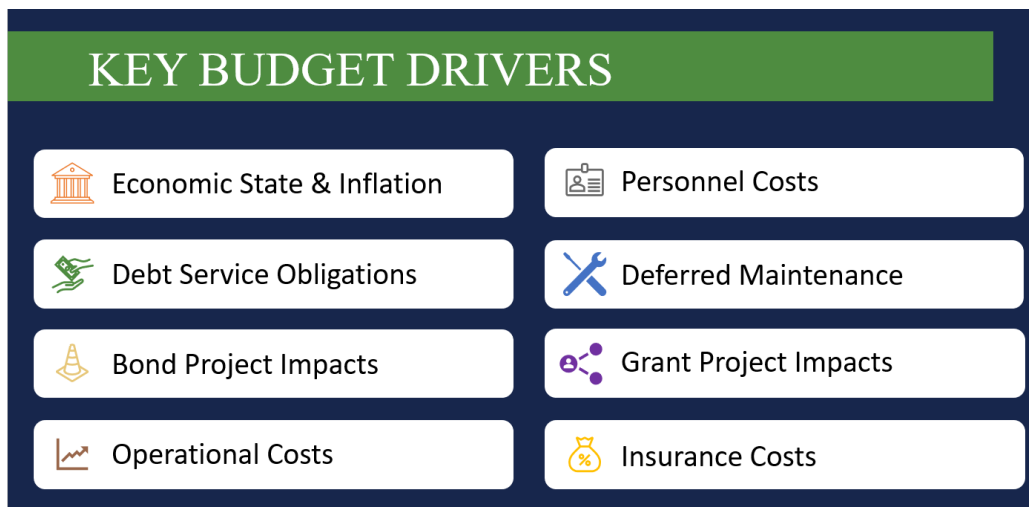
There was no one signed up to speak.

6. CITY OF FRIENDSWOOD FY2023-24 PROPOSED BUDGET

A. Conduct a public hearing regarding the Proposed Fiscal Year 2023-2024 Municipal Budget for the City of Friendswood.

At 5:34 P.M., Mayor Foreman opened the public hearing and requested staff give council an overview of the item.

Ms. Katina Hampton, ASO Director, presented the item and noted that this public hearing is required by the Texas Local Government Code, as well as the City Charter in order to allow for public comment regarding the City's proposed budget for fiscal year 2024. Ms. Hampton provided the Council with a very high-level overview of the proposed FY2023-24 Municipal Budget as most of the information had already been discussed at length at the Council's Retreat and the past two Council meetings. She noted that in the proposed budget, the allocation of revenues for the expenditure growth were based on the following budget drivers:



Ms. Hampton then focused on the changes to the proposed budget since it had last been presented to the Council at its August 7th meeting. Ms. Hampton noted that due to some growing pains with the new budget document development software, staff identified that a few items that had been presented as being included in the proposed budget or funded, were actually not included in the budget's expenditure totals. Staff went back to find funding for the following:

- EMS Chief salary and benefits,
- the Friendswood Parkway Traffic Impact Analysis, and
- the Brigadoon Lane Hazard Mitigation Scoping.

Therefore, the updated proposed budget had an anticipated use of fund balance in the General Fund to cover the cost of the (1) Traffic Impact Analysis and (2) the Hazard Mitigation Scoping.

Additionally, in the process of identifying additional funding, Staff reviewed every revenue source and identified that the City's interfund transfer from the Water and Sewer Fund to the General Fund had not kept pace with the expenditures on the General Fund, so that amount was adjusted to the tune of a little

over \$600,000. This transfer adjustment into the General Fund allowed for the funding of a few additional items; such as:

- A further reduction to the proposed tax rate,
- The addition of an Administrative Assistant position to support the Information Technology Department and the Community Development Department, and
- Fund those items that were intended to be funded through the General Fund.

Also, Ms. Hampton mentioned one last change related to the proposed budget. She noted that during the budget development process the City was reviewed by the General Land Office Auditors, in regard to the City's Community Development Block Grant (CDBG) funds used for the Hurricane Harvey property acquisitions. The auditors had only one recommendation at the completion of the audit, which was for the City to incorporate language in its Financial Management Policy related to the procurement and administration of federal and state local grants. Staff had incorporated that language in the proposed budget via its City's Financial Management Policy, which is a part of the budget document. Below is a synopsis of the changes to the General Fund proposed budget:

GENERAL FUND

REVENUES – \$37.8M (net increase of \$609K)

- **Interfund Transfer from W/S Fund - \$609K**
 - **Indirect Cost Allocation Revised**
- **Property Tax Decrease – (\$333K)**
- **Use of Unassigned Fund Balance – \$333K**

EXPENDITURES – \$37.8M (increase of \$609K)

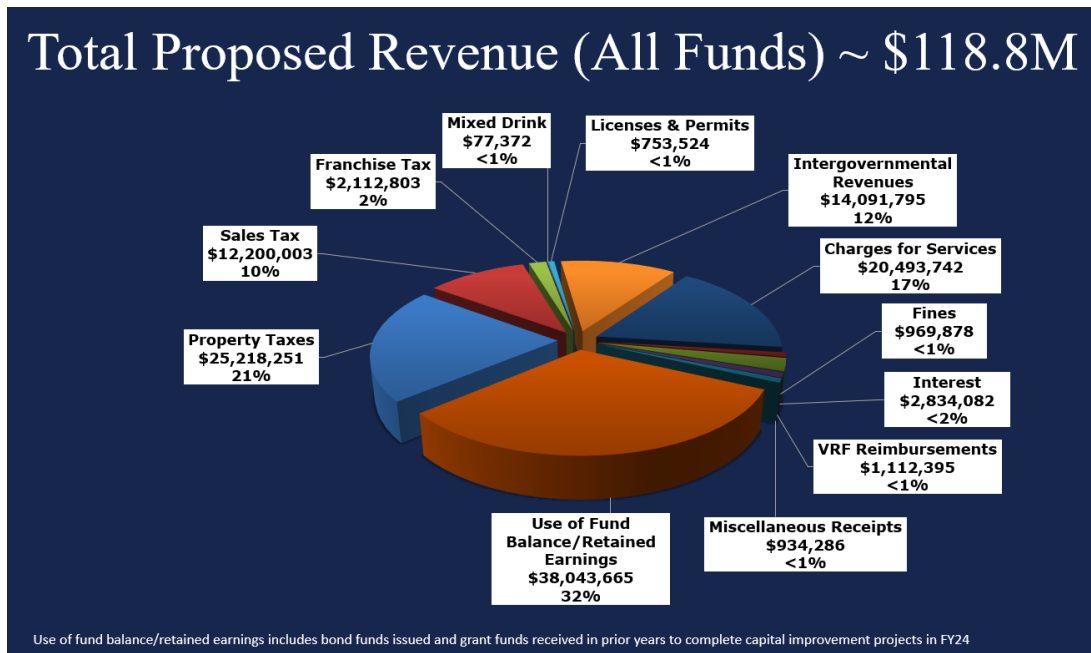
- **Additions**
 - **EMS Chief (salary and benefits) - \$178K**
 - **Admin Assistant (IT/CDD) - \$97K**
 - **Friendswood Pkwy Traffic Impact Analysis - \$315K***
 - **Brigadoon Lane HAZ Mitigation Scoping - \$18K***

*Use of Unassigned General Fund Balance

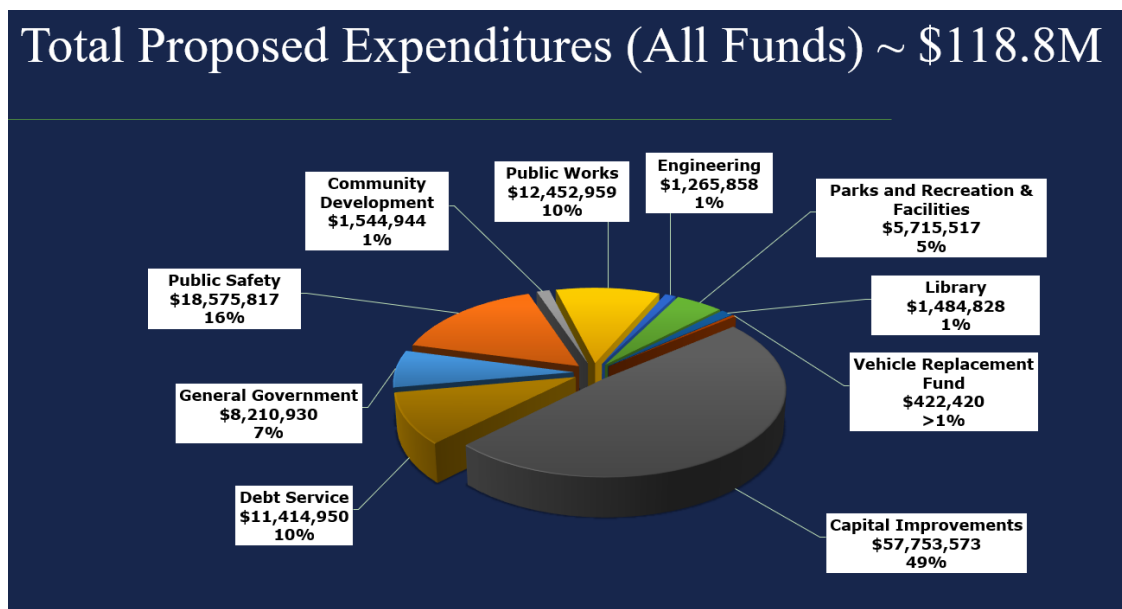
FINANCIAL MANAGEMENT POLICY UPDATE

- **Addition of Policy and Procedures related to federal, state, and local grant procurement**

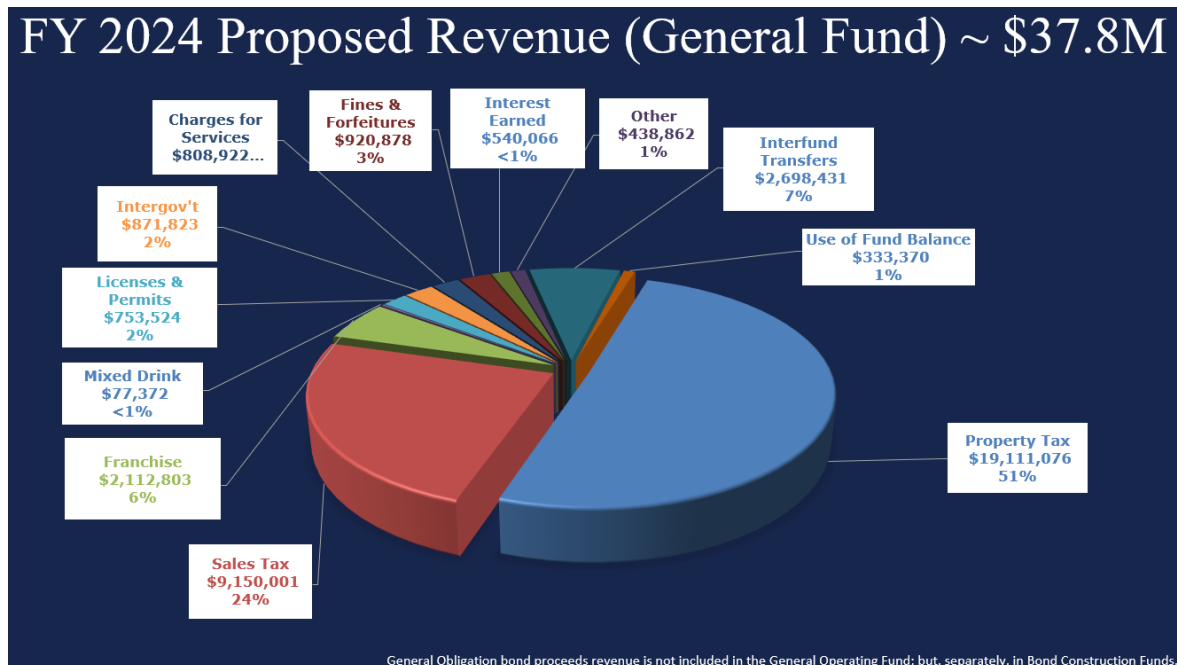
Ms. Hampton indicated that the revised proposed budget's overall revenues were \$118.8 million, versus the \$118.2 million in the previous budget presentation. Below is a chart showing the breakdown of those revenues by sources and percentages of the overall budget:



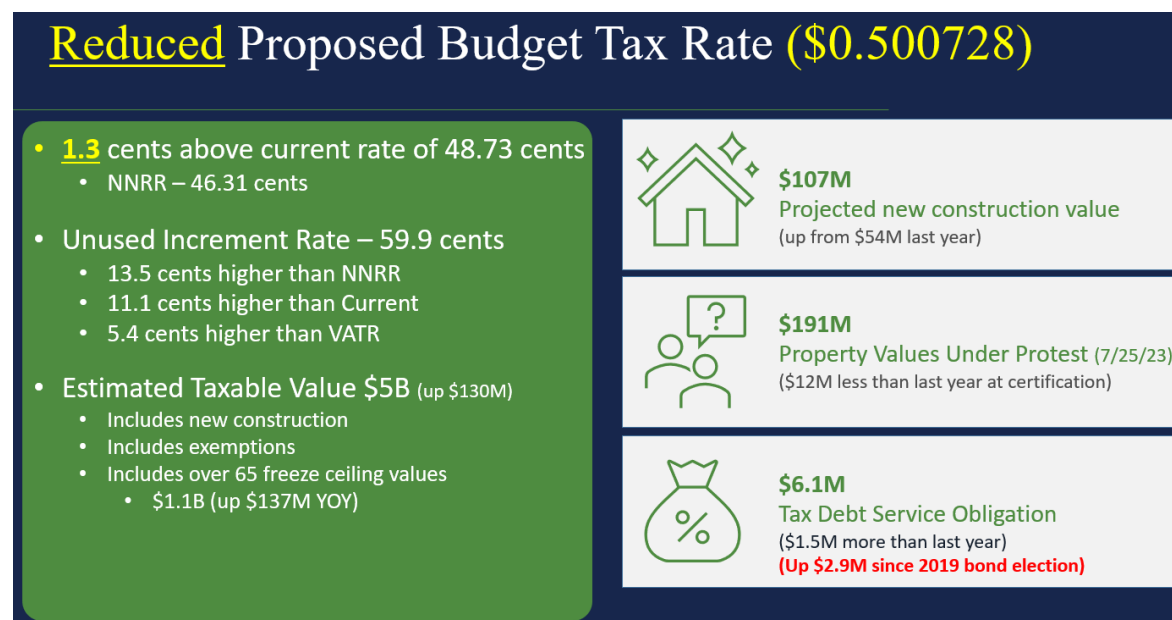
The total proposed expenditures, this is all funds, is now \$118.8 million as well, and are shown in the chart below:



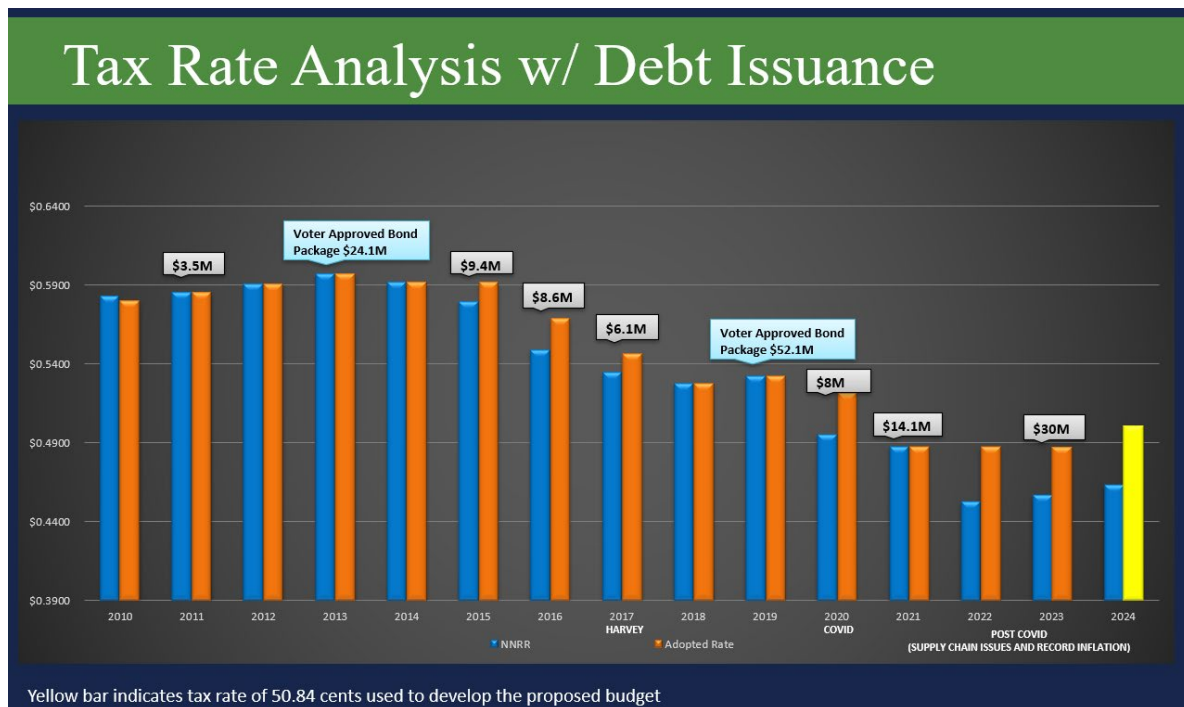
Ms. Hampton proceeded to review the General Fund and noted that the General Fund proposed revenue is now \$37.8 million versus \$37.4 million as previously presented. There is an increase or a reduction of the property tax amount by \$333,000, a little over that amount, and the interfund transfer amount is a little over \$600,000 more.



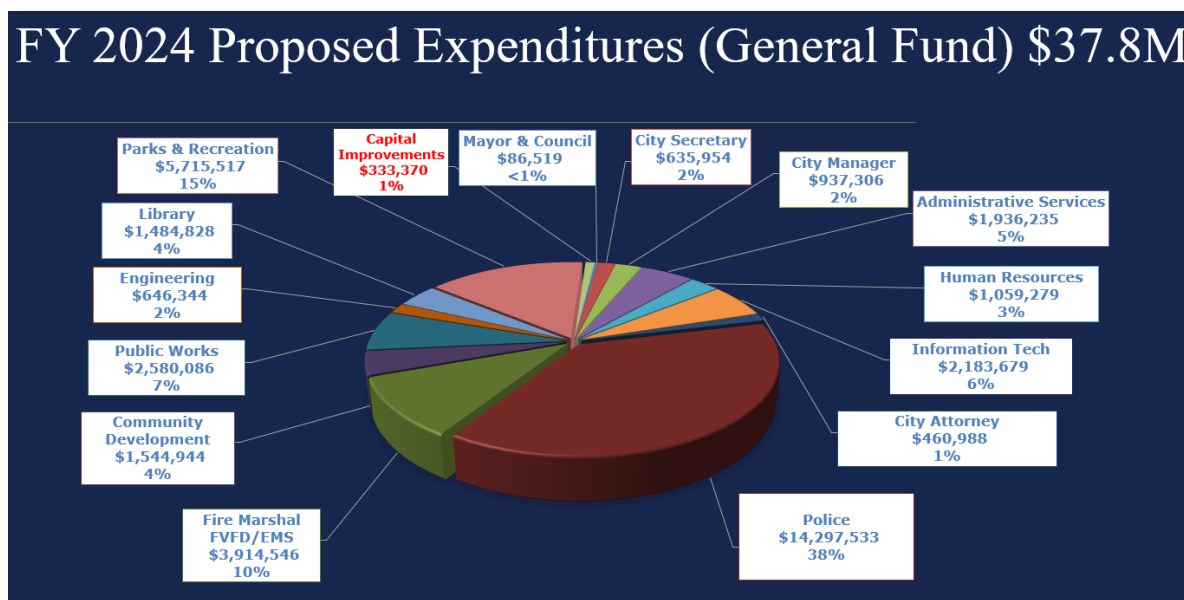
As previously mentioned, by increasing that interfund transfer from the Water-Sewer Fund to the General Fund allowed the City to reduce the property tax revenue needed to support the budget. She noted that the initial proposed budget was using a tax rate of 50.84 cents; however, staff was able to reduce that amount to 50.07 cents, which is just over three-quarters of a penny less than what was originally proposed, but it is only 1.3 cents more than the current tax rate. Ms. Hampton noted that the new tax rate will still allow the City to support maintenance and operations as well as the \$6.1 million general debt service obligation for the year.



Ms. Hampton then gave the Council an overview of the City's No New Revenue Tax Rate to the Adopted Tax Rate for the past 14 years as well as the proposed tax rate.



The General Fund expenditures are now about \$37.8 million. She noted that the slide below reflects the amount of each expenditure category by department, as well as the \$333,000 in capital improvements, which is for the previously mentioned traffic impact study and the hazard mitigation scoping.



Ms. Hampton went over the proposed budget's personnel costs including the employee merit along with some comparative data to neighboring cities.



FY24 COMPENSATION INCREASES COMPARISON		
CITY	CIVILIAN STAFF	PUBLIC SAFETY STAFF
Friendswood	2.75% Merit No COLA	2.75% Merit No COLA
Pearland	4% (2% COLA + Step Increases + 2% Merit)	5% (2% COLA + 3% Merit Step Increase per CBA)
League City	5% (2.5% COLA + 2.5% Merit)	5% (2.5% COLA + 2.5% Merit) Step Increase (per CBA)
Alvin	7% (5% COLA + 2% merit)	10% - 20% Step Increase (per CBA)

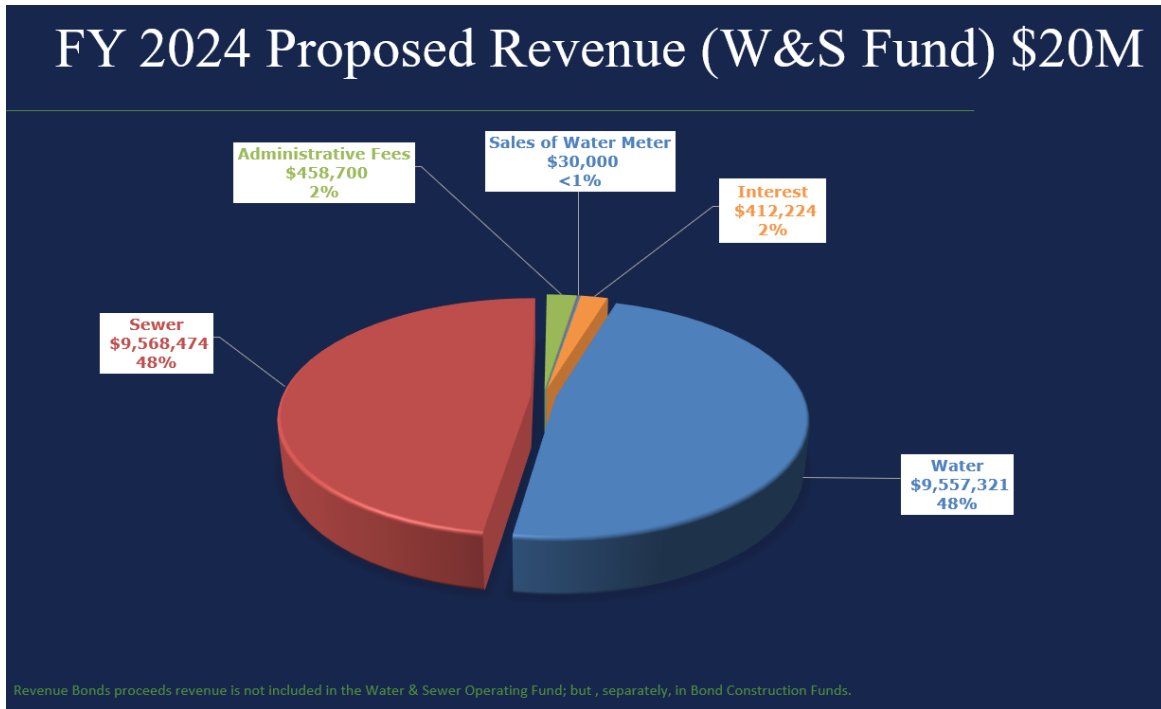
Ms. Hampton stated that the following forces at work items were funded in the proposed budget in the amount of \$1.4 million and is inclusive of the Information Technology Community Development Administrative Assistant which was mentioned at the beginning of the presentation:

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Windstorm and Liability Insurance Increase	\$0	\$73,340	\$73,340	\$0	\$73,340
City Wide	Electricity Increase (24.75%)	0	176,508	176,508	0	176,508
City Wide	Health Insurance Increase (4.43% Medical, 10.3% Dental)	0	104,898	104,898	0	104,898
FVFD	Fire Services Contract Increase	0	71,995	71,995	0	71,995
EMS	EMS Services Contract Increase	0	284,748	284,748	0	284,748
FMO	EMS Chief	5,500	181,319	186,819	0	186,819
PD Patrol	Addition Police Officer (Per Capita Requirement) (Addition mid-year)	15,250	74,635	89,885	0	89,885
PD	Motorola/Watchguard Body Worn Camera Contract (5 Year Contract)	0	98,200	98,200	0	98,200
Library	Add Vehicle to VRP	0	6,039	6,039	0	6,039
P&R_Fac	Existing Facilities and Park Maintenance	97,250	0	97,250	0	97,250
P&R_Fac	Facility Expansion Maintenance and Utility Cost	0	144,769	144,769	0	144,769
P&R_Fac	New - FB Park Maintenance, Bay Area Medians, Deepwood, Frenchman's Buyout Lot Maintenance	0	67,782	67,782	0	67,782
P&R_Seniors	Add Senior Citizen Vans to VRP Schedule	0	23,884	23,884	0	23,884
Total Forces at Work		\$118,000	\$1,308,117	\$1,426,117	\$0	\$1,426,117

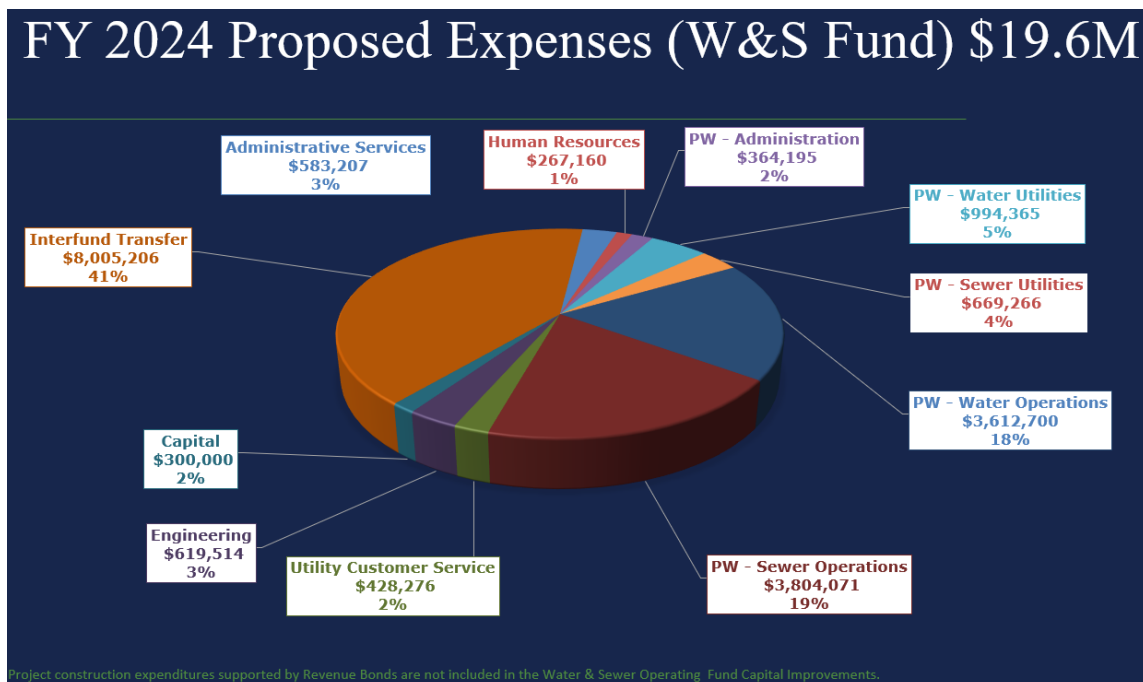
Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
PD Patrol	FISD School Crossing Guards - ⁽²⁾ Cline Elementary	\$200	\$34,952	\$35,152	\$35,152	\$0
P&R_SDC	Summer Day Camp Expansion	0	175,084	175,084	175,084	0
P&R_Parks	Daddy Daughter Dance	0	3,500	3,500	3,500	0
P&R_Parks	Flapjack Fun Run	0	6,000	6,000	6,000	0
City Wide	Merit 2.75%	0	670,000	670,000	0	670,000
CAO	Recodification of Friendswood City Code	26,000	0	26,000	0	26,000
ENG_CIP	2023 HAZ Mit Grant Scoping - Brigadoon Lane	18,000	0	18,000	0	18,000
ENG_CIP	Friendswood Parkway Traffic Impact Analysis	315,370	0	315,370	0	315,370
IT_PW	IT Support Specialist - Public Works	3,440	97,446	100,886	100,886	0
IT_CDD Admin	IT/CDD Administrative Assistant	13,440	83,769	97,209		97,209
Total Decision Packages		\$376,450	\$1,070,751	\$1,447,201	\$320,622	\$1,126,579

Ms. Hampton stated that there were about \$3 million in unfunded decision packages. She noted that these were items that the departments identified but were not included in the proposed budget because of funding limitations.

Ms. Hampton then proceeded to discuss the Water and Sewer Fund whose revenues did not change from what was previously submitted to Council and remained at \$20 million. The slide below shows the revenue sources in percentages.



The next slide outlines the proposed expenditures in the Water and Sewer Fund, which includes that increase of a little over \$600,000 for that interfund transfer to the General Fund. As such, the total expenditures on the Water and Sewer Fund are now \$19.6 million.



The Water and Sewer Fund forces at work and decision packages were all funded are just a little over \$385,000.

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Windstorm and Liability Insurance Increase (30%)	\$0	\$24,019	\$24,019	\$0	\$24,019
City Wide	Health Insurance Increase (4.43% Medical, 10.3% Dental)	0	18,640	18,640	0	18,640
PW_SU	Blackhawk WW Operations Increase @ 9% (07/01/2023)	0	231,771	\$231,771	0	231,771
PW_SU	Southeast Water Purification Plant - CIP Program 2023-2027 (Year 2)	481,829	0	\$481,829	0	481,829
PW_SU	Purchased Water Rate Increase	0	456,333	\$456,333	0	456,333
City Wide	Electricity Increase (24.75%)	0	66,809	\$66,809	0	66,809
Total Forces at Work		\$481,829	\$797,572	\$1,279,401	\$0	\$1,279,401

Below is the chart of those unfunded decision packages:

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Windstorm and Liability Insurance Increase (30%)	\$0	\$24,019	\$24,019	\$0	\$24,019
City Wide	Health Insurance Increase (4.43% Medical, 10.3% Dental)	0	18,640	18,640	0	18,640
PW_SU	Blackhawk WW Operations Increase @ 9% (07/01/2023)	0	231,771	\$231,771	0	231,771
PW_SU	Southeast Water Purification Plant - CIP Program 2023-2027 (Year 2)	481,829	0	\$481,829	0	481,829
PW_SU	Purchased Water Rate Increase	0	456,333	\$456,333	0	456,333
City Wide	Electricity Increase (24.75%)	0	66,809	\$66,809	0	66,809
Total Forces at Work		\$481,829	\$797,572	\$1,279,401	\$0	\$1,279,401

Ms. Hampton outlined the next steps in the budget adoption process which are listed below:

- ✓ **Proposed Budget Public Hearing – 08/28/2023**
- ✓ **Budget Adoption – 08/28/2023 or 09/11/2023**
- ✓ **Public Hearing on Tax Rate – 09/11/2023**
- ✓ **Tax Rate Adoption – 09/11/2023**

Ms. Hampton thanked Council for their support, guidance, and input in this process and extended her thanks to City staff, the ASO staff, and the City Manager for their support as they have worked toward this year's budget development and presentations.

Mayor Foreman thanked Ms. Hampton for the great job in presenting this year's proposed budget, as always and expressed appreciation to her staff as well.

Councilmember Branson echoed Mayor Foreman's sentiment for the amazing presentation and journey that Ms. Hampton took them on as she presented this year's budget.

Councilmember Hanks also wanted to commend Ms. Hampton for not only lowering the tax rate but did it with the most recent sell of the large bonds that were just sold, so being able to cover those bond payments and still be able to accomplish what her and her staff did, is a testament to all of their hard work. Ms. Hampton added that the great property values helped the overall outcome as well and Councilmember Hanks agreed.

There being no one signed up to speak on this item, Mayor Foreman closed the public hearing at 5:46 P.M.

B. Discuss and take action concerning the City of Friendswood's Proposed FY2023-24 Municipal Budget.

Mayor Foreman asked City Manager Morad Kabiri to provide Council with a clarification of voting options. Mr. Kabiri noted that the Council had multiple options:

- 1) Adopt the budget this evening with the revisions that were presented tonight,
- 2) Adopt the budget as originally presented to them earlier this month, or
- 3) Postpone action on the budget until September 11th.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon, to approve Ordinance No. 2023-20 approving the adoption of the City of Friendswood's Municipal Budget for Fiscal Year 2023-24, as revised and presented, which includes revenue projections of \$118,841,796 and expenditure appropriations totaling \$118,841,796, as submitted, and related to Item 6.B. The vote was the following:

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

Nays: None

Other: Councilmember Joe Matranga (Absent)

The item passed unanimously.

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR FISCAL YEAR 2023-24; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATED THERETO; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

C. Consider on first 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.

A motion was made by Councilmember Rockey and seconded by Councilmember Branson, to approve the first reading of 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, as submitted, and related to Item 6.C. The vote was the following:

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

Nays: None

Other: Councilmember Joe Matranga (Absent)

The item passed unanimously.

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.

7. PUBLIC IMPROVEMENT DISTRICT/TAX INCREMENT REINVESTMENT ZONE

A. Receive a report concerning the establishment and use of public improvement districts and tax increment reinvestment zones in the City of Friendswood.

City Manager Morad Kabiri presented the item and stated that staff and Council have been discussing the potential of creating a Tax Increment Reinvestment Zone (TIRZ) and Public Improvement Districts (PID) for well over a year now. He noted that in their multiple meetings, public meetings with potential developers on the creation of a PID and TIRZ and with that in mind, Representatives from Bracewell, Jonathan K. Frels, Julie Melton Partain, and Mary Buzack, will present Council an educational component of what TIRZ and PIDs are and what they can accomplish for the City. Mr. Kabiri stated that later in the agenda, should the Council be ready, they can act on creating a policy, not establishing a district but creating a policy, that will outline a process and system under which the City will consider the creation of a PID and/or TIRZ.

Mr. Jonathan Frels, a partner at Bracewell thanked the Mayor and Council for the opportunity to speak to them and introduced his colleagues: Ms. Julie Partain also a partner that specializes in representing cities in connection with urban and suburban development, and Ms. Mary Buzack who also specializes in TIRZ and is also a former Assistant City Attorney.

Mr. Frels stated that a Public Improvement District is a specific entity that is created over a defined area either in a city's ETJ or within its corporate limits. A PID is not a separate district, it is not a separate entity from the City, it is just a defined area that is created under Chapter 372 of the Texas Local Government Code and is just a tool in a city's development toolbox. In other words, they are there to help cities incentivize the types of development desired and are frequently used for urban infill projects, which is what is being considered here. PIDs are also often used in ETJs when to incentivize annexation into the city as opposed to utilizing a special district, like a Municipal Utility District (MUD) or something like that in those areas.

He noted that a couple of things that are really important items to keep in mind are the following:

PIDs require the consent of property owners; therefore, the city must have the majority of the property owners involved in the PID. In Friendswood's case, the developer owns all the property to be considered for the PID, as such, he is the one that the City will work with on that creation.

A PID does not increase the taxes on the people outside of the district nor does increase the taxes on people inside of the district. A PID finances the infrastructure that is going to benefit those people that live inside of the PID through an assessment that is only for those people the folks that live inside of the PID or have businesses inside of the PID. So, again, these are assessments on property owners who have consented to the creation of this development tool.

The PID creation process includes:

- The city receives a petition from a majority of the property owners within the proposed boundaries of the PID.

- The city conducts a public hearing on the creation of the PID and the PID is created by a resolution adopted by the city council.
- The city files the creation resolution in the real property records of the county within seven (7) days of city council approval. This means that the PID creation petition will go into the deed records and thus allows property owners to know that they are in a PID.

Mr. Frels stated that PIDs are like drawing a big circle in the city, everybody inside the circle is going to get assessed for the payment of infrastructure; such as water, sewer, roads, parks, and open space, and will pay according to the benefit they receive.

Mr. Frels stated that the City would have PID assessment consultant that will create a service and assessment plan that will outline the benefit everybody gets, and the improvements being put in, in order to identify an assessment amount that is paid on top of what a person would pay for their taxes. He also noted that an assessment under Texas Law can be paid at any time; in other words, if someone buys a home in a PID, they can pay the assessment in one lump sum at the beginning and not worry about it again.

Mr. Frels noted that they have a mechanism in their bond documents that allows them to call bonds because they always want to make sure that the assessments are the same as the debt service on any bonds that are issued. Mr. Frels stated that an assessment is like a lien that runs with the land, and is not specific to the property owner, but instead sits on the property itself. They are also collected and enforced like property taxes, so same penalty, same scheme, they are due February 1st, and they can be foreclosed.

Mr. Frels noted that he always tells his cities that PIDs are a way to get a development that would not happen otherwise, so as cities are being more and more limited by the legislature and what they can require, PIDs allows cities to negotiate things like development standards that could not be had via zoning via a development agreement. Standards can include items such as better trails, maybe larger lots, a nicer amenity center, a park or a pool or something that will make the development unique. Additionally, PIDs can help accelerate construction in a city's Capital Improvement Plan (CIP). They are a way to get some additional revenue.

Mr. Frels went over the pros and cons of a PID noted in the following slide:

- **Benefits**
 - Annexation and urban infill
 - Increased/accelerated tax base growth
 - Enhanced projects and amenities
 - Advancing City master plans
- **Potential Challenges**
 - Public perception
 - Headline risk
 - Market risk (financing)
 - Administrative burden
 - Covenant to foreclose

Mr. Frels gave an overview of the three types of PIDs, as follows:

- Pay-As-You-Go PID: allows future long-term reimbursements from assessments to developer:
 - Interest rates predetermined; 2-5% above bond index.
- Reimbursement Bonds PID: allows reimbursement soon after infrastructure is installed:
 - Appraisal to establish market value.
 - Contracts with 3rd party builders.
 - Less perceived market risk = lower interest rates = lower annual installments to homeowners.
 - Interest rates are lower since infrastructure construction is complete, and homes begin construction.
 - The further the project is in the development cycle the less perceived market risk.
- Construction Bonds PID: up front bond funds to construct infrastructure:
 - Appraisal to establish market value.
 - Typically, contracts with 3rd party builders.
 - More perceived market risk as land is undeveloped = higher interest rates:
 - Generally, one owner; single assessment payer.

Ms. Julie Partain proceeded to discuss the financial implications for the City. She noted that PID debt is a non-recourse which means that it is only payable from the assessments levied on the property owners. In other words, the bondholders cannot demand payment from the City's General Fund or from City property tax revenues, but rather said assessments are only paid from the assessments levied on the property within the PID. These types of assessments do not reduce the City's bonding capacity because they are not considered General Obligation debt and the City would keep all of its ad valorem and sales tax revenues. However, assessments do count against the City's bank qualified debt limit of \$10 million, and Bracewell has a mechanism within its development agreements that makes the developer pay the interest differential if their issuing PID bonds forces the City out of bank-qualified debt, which is generally at a little bit lower interest rate. Typically, the bonds are non-rated and are sold to a limited number of investors because under state law, assessments can be prepaid at any time, which means that the City will need the ability to call those bonds at any time. As such, there are only maybe a dozen big bonds, high yield bond funds who are interested in this type of transaction who would typically do a limited offering memorandum with a rate that is a little bit higher since there is a smaller pool of buyers. The annual installments, which is what is charged annually, will be enough to pay the debt service on the bonds plus administrative costs.

A question that is asked a lot is, what happens if there is a default on the bonds; i.e., property owners fail to pay their annual installment of the assessments. Mr. Frels noted that it is really more of a financial advisor question, however they have never seen this scenario happen because again, this is non-recourse debt, so they are not going to be paid back from property taxes. Again, it is the City's obligation to enforce collection, which means that the City would have to foreclose on the property in question. The City would have an agreement with the bondholder that if people do not pay the assessment, the City would foreclose on the properties in question.

In regard to the PID creation and administration, Ms. Partain noted that they typically recommend to their issuers that when they start negotiating with a developer, that they enter into an agreement with them in order for them to put up some money towards paying the City's professionals. The developer can then get that money back out of the bond issuance; however, it really should be an upfront cost to the developer. The City would hire a PID administrator to handle this endeavor on its behalf, and that position would be paid out of the assessment, which is made up of three main components: (1) the principal, (2) interest, and (3) the administrative costs that is inclusive of the administrator fees.

Ms. Partain pointed out some big picture considerations, one being that PIDs are not a separate entity, the City is the PID. It is associated with the City's obligation, again, the City collects and enforces the assessment and must enter into a continuing disclosure agreement should bonds be issued. The developer would also have to enter into a continuing disclosure with the market in relation to the development. Thus, there would be two continuing disclosure agreements through the life of the PID. She further noted that the City would hire a PID Administrator that would work for and on behalf of the City to administer the PID. The Administrator would create a Service and Assessment Plan, which must be updated annually and would then interface with the County to have assessment added to the county tax bill. The Administrator would notify the City when someone is delinquent and interface with the developer on the City's behalf. Again, the PID Administrator would be paid out of the PID's administrative costs, so the City wouldn't have to add these costs to its budget. Ms. Partain also noted that the proceeds of the bonds would be held by a trustee, and they would only be released to the developer upon approval by the City to ensure that the agreed upon public improvements are being built to the City's standards and that all bills are being paid and liens are released appropriately.

Ms. Partain noted that the process to create a PID, levy assessments, and issue bonds is typically a 90-day plus process, which would require multiple actions by the City Council. She outlined what would happen if people do not pay their assessments. She explained that the reserve funds of the bond deal would be withdrawn and used by the City to make the payments of the debt service and would be the foreclosure on the delinquent properties. The proceeds from the foreclosures would then be used to redeem the bonds.

Councilmember Rockey asked who they would go after first if the City had to foreclose on an individual property. Ms. Partain responded that the assessment lien is superior to everything except property taxes, as such, it is superior to a bank's mortgage deed of trust on a piece of land. She recalled an instance in which they had a PID where the developer went bankrupt and failed to develop the lots per the agreement; therefore, the city in question began the foreclosure process. Since the developer had financed that land, the bank had a mortgage debt of trust on the property and what the bank, in this instance, was to foreclose on the loan, take ownership of the property, and pay the assessment in order to not lose their interest in the property. The bank continued to pay the assessment until such time as they sold the property to another developer who continued on with the development, which is often what happens in these scenarios.

Councilmember Erenwert, based on Ms. Partain's estimated costs of \$20 million for a PID, and understanding that these are on a case-by-case basis, asked if once the City gets this in place, does a developer come to the City with a project for Council to evaluate its feasibility and to figure out the assessment amount, who would be involved in that process. Ms. Partain responded that the City's financial advisors and PID consultant would be a part of the described process.

Councilmember Erenwert inquired whether a developer could put such a big assessment, like \$20 million, and what would happen if they were then unable to sell anything. Ms. Partain indicated that developers are incentivized to not want to make homes unaffordable within the PID, and they most likely negotiate contracts, if they are not already in place, with builders who are not going to overpay for the lots, so developers have a cap of sorts they work under to make the product attractive to buyers. Ms. Partain also noted that the City's financial advisor and PID Assessment Consultant would run through all possible scenarios to figure out the right numbers by looking at surrounding developments and see what amount a potential buyer would be willing to pay to buy in the PID versus anywhere else in the Friendswood area, would it be a dollar, more or less. Ms. Partain noted that the development agreements bind developers on how much they can charge and ultimately limit the amount of public improvements.

Mr. Frels mentioned that when it is time to negotiate the development agreement; i.e., the contractual obligation of the developer, they work very closely with the City Administration to ensure that the City gets what it wants out of this development. Mr. Frels further noted that said development agreement is brought before Council for approval. This is done in order to ensure that the Council has full visibility into the projects and there is full transparency for everyone involved. Ms. Partain concurred that this is a collaborative process and is something that they have a lot of experience with, so they understand the challenges that come with this type of development.

Councilmember Hanks inquired if during the negotiating of the development agreement, the City could request additional studies of the land; such as an environmental assessment for toxic substances. She also noted her concern about the City having any kind of responsibility related to the discovery of toxins on and in the land. Ms. Partain responded that because the City does not own the land, it does not have any responsibility in that instance; however, she noted that when the City issues bonds, there is a big document called a Limited Offering Memorandum, which is an extensive disclosure document that walks developers through (1) what they can develop, (2) their ability to have money to develop, (3) what the property will look like, (4) what the homes will look like, (5) who the builders will be, and finally, that they are required to have a Phase One Environmental Study completed. By adding this last requirement, the developers understand that they have a liability if they sell land with environmental used to a builder. She further noted that if a developer is borrowing money from a lender, they are going to require all environmental studies, and the developer will have to disclose any findings to their lender and to their builders, so that will all be taken care of contractually.

Councilmember Rockey asked if the environmental studies in question could be paid from the PID funds. Ms. Partain responded that these studies would need to be paid for by the developer using private funds.

Mr. Kabiri noted as a matter of clarification that without a PID, or any sort of Tax Increment Reinvestment Zone, the City cannot require a developer to provide those types of environmental reports for developments on properties that are already zoned for the allowable use; therefore, this additional development tool give the City some additional leverage to ensure that an added layer for safety is put in place.

Ms. Partain stated that typically, assessments will go on the county tax bill, that way they make sure it gets paid, and that is important to bondholders. She noted that when a PID is created, it is filed in the

property records, this includes the assessment ordinance levying the tax and the big service assessment plan, which is required under state law. Ms. Partain noted that the City's PID Assessment Consultant will work with the developer to make sure that the proper notices get sent out, and include other special measures as desired by the City; such as, additional signage, in the development agreement, in order for buyers that purchase a house within the PID development, are well aware of what they are buying into, which in this case would mean paying the regular tax rate, plus the assessment.

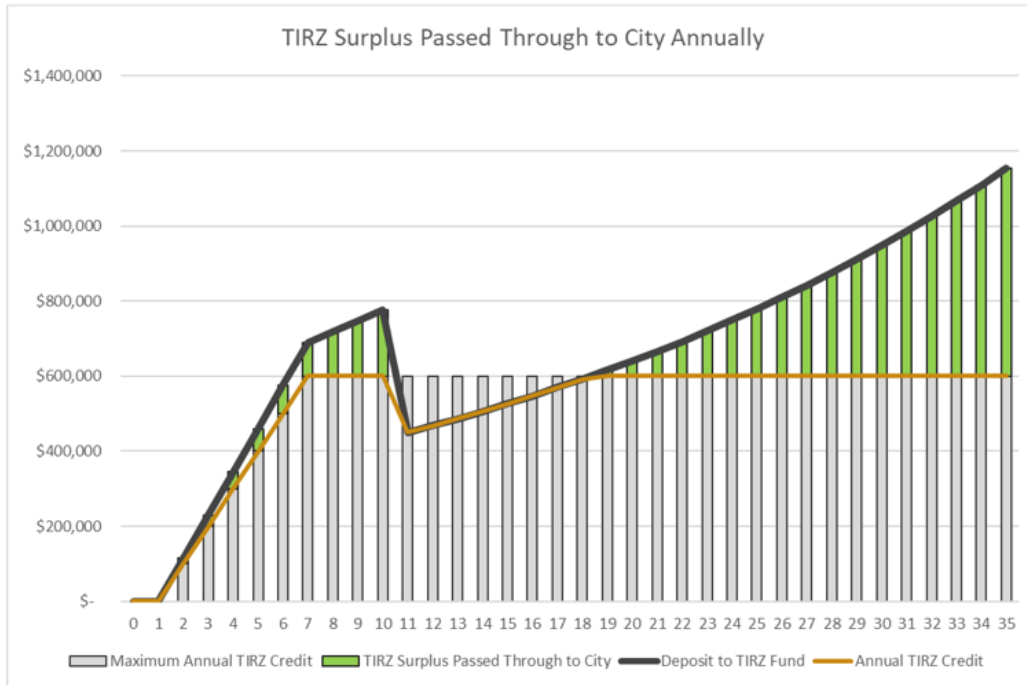
Mr. Frels informed the Council that after the presentation, they will be able to consider adopting a PID Policy with a lot of the best practices discussed in the presentation included. He noted that said policy creates a consistent baseline that will assist Administration in reviewing potential PID request and ensure that whatever is considered will protect the City.

Ms. Mary Buzack stated that she would be providing the Council with an overview of a Tax Increment Reinvestment Zone (TIRZ) and stated that a TIRZ is another tool in the City's toolbox that is often used as an overlay with a PID. She noted that it is a financing tool that allows the City to use the tax increment revenues in a defined geographical area to pay for public improvements in that area. She indicated that when a TIRZ is created, the city sets the base year value of the property included in that area (the "Zone") and any increment that is generated year to year over that base year value is increment that is available for use to reinvest into the public infrastructure in that area. Ms. Buzack noted that one of the things that the City can do is decide how much it wants to contribute out of its tax increment back into the Zone versus into its General Fund. She further noted that once a TIRZ is created, the basic steps in the process are governed by statute and are outlined below:

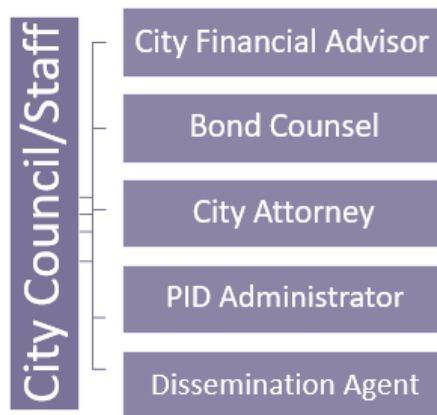
- Chapter 311 of the Texas Tax Code establishes the steps for creating a tax increment reinvestment zone (TIRZ):
 - Create boundaries for the proposed TIRZ.
 - Prepare a preliminary reinvestment zone financing plan.
 - Conduct a public hearing on creation of the TIRZ.
 - Publish notice of the hearing at least seven days prior to the hearing
 - Consider and act upon ordinance creating the zone, describing the boundaries, finding that the TIRZ meets the criteria for creation, and establishing the board, the increment contribution, the duration of the TIRZ, and the tax increment fund.
 - Future Date (e.g., bond sale date) – adopt a project plan and reinvestment zone funding plan for the TIRZ.

Ms. Buzack reiterated the notion that once the City sets the base year value, they would split between how much they contribute back into the Zone, versus how much they retain for the General Fund. The City can decide to contribute up to 100%, or it can contribute any amount underneath that so, it is at the City's discretion, but it is a way of using the increased property revenues to invest into Zone and to make sure that the City has the monetary infrastructure that can pay for the development that the City is trying to generate. She further noted that the reason that TIRZ were being discussed in conjunction with PIDs is because one of the things that the City can use tax increment revenue for is to offset the City's PID assessments. Ms. Buzack reviewed the following chart with the Council as an example of the use of TIRZ increment revenues to offset the PID assessment:

PID/TIRZ OFFSET



Mr. Frels concluded the presentation by stating it is important that as a City, they have people representing them and looking out for the City's best interests, which included the following:



Mr. Frels noted that they will all work together in order to help deliver the Council a project that is going to be successful and that will execute the goals laid out by the City lays. Mr. Frels thanked the Council for the opportunity to speak with them and offered to answer any questions.

Mayor Foreman thanked entertained questions from Council.

Councilmember Rockey inquired about the old Exxon property, and asked how soon they would have something of this nature coming before the Council. Mr. Kabiri stated that staff does not have a timeline on this project as of yet and noted that there is still a lot of due diligence that needs to take place in terms of some preliminary engineering and assessments regarding the amount of infrastructure that will be needed to develop the property and address their environmental concerns.

Mayor Foreman thanked the Bracewell team for the presentation.

B. Consider a resolution adopting the City of Friendswood Public Improvement District Policy.

City Manager Morad Kabiri presented the item and stated that this item was a continuation of the previous item. He noted that Ms. Karen Horner, the City's attorney, had written the policy before them based on her many years of experience in working with these types of developments with her previous employer.

Councilmember Erenwert inquired as to why this type of policy had not been instituted before. Mr. Kabiri responded that there were multiple reasons for this, the first being that the City, historically, has not been a fan of special financing districts. He noted that Friendswood only has one within its city limits, that of the West Ranch Management District, and although these types of districts are fairly common outside of Friendswood, the City has always been the eye of the hurricane, for lack of a better term. Secondly, the properties that have developed to date have been easier to develop so they did not need these special financing districts. The properties that are left to be developed in Friendswood are the most difficult to develop due to a number of reasons; such as: (1) a lack infrastructure, (2) floodplain issues, (3) drainage concerns, and (4) lack of access to roadways. Mr. Kabiri stated that these special financing districts can assist developers in creating a development in a manner that is consistent with the long-term goals of the city, while limiting any negative impact on neighboring properties. Mr. Kabiri reiterated that the approval of this item, does not approve the creation of any PIDs or TIRZs, and is instead only the approval of a policy that will allow the City to consider these types of developments should it be in the City's best interest.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson, to approve Resolution No. R2023-20 adopting the City of Friendswood Public Improvement District Policy, as submitted, and related to Item 7.B. The vote for the motion on the table was the following:

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

Nays: None

Other: Councilmember Joe Matranga (Absent)

The item passed unanimously.

RESOLUTION NO. R2023-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE CITY OF FRIENDSWOOD'S PUBLIC IMPROVEMENT DISTRICT POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

8. BUSINESS ITEMS

A. Consider approving the renewal of the water meter reading services contract between the City of Friendswood and Inframark, formerly known as SevernTrent.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert, to approve the renewal of the water meter reading services contract between the City of Friendswood and Inframark, formerly known as SevernTrent, as submitted, and related to Item 8.A. The vote was the following:

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

Nays: None

Other: Councilmember Joe Matranga (Absent)

The item passed unanimously.

9. CONSENT

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve the Consent Agenda, Items 14.A through 14.F. The vote was the following:

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

Nays: None

Other: Councilmember Joe Matranga (Absent)

The item passed unanimously.

A. Consider on second reading an ordinance repealing Chapter 54 “Offenses and Miscellaneous Provisions,” Article II “Curfew for Minors” of the Friendswood City Code to comply with H.B. 1819, which repealed the authority of political subdivisions to adopt or enforce juvenile curfews.

ORDINANCE NO. 2023-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 54 "OFFENSES AND MISCELLANEOUS PROVISIONS," ARTICLE II "CURFEW FOR MINORS" OF THE FRIENDSWOOD CITY CODE, IN ITS ENTIRETY, TO COMPLY WITH H.B. 1819, WHICH REPEALED THE AUTHORITY OF POLITICAL SUBDIVISIONS TO ADOPT OR ENFORCE JUVENILE CURFEWS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

- B. Consider a resolution verifying the percentage of completion of cybersecurity training and authorizing the City Manager or his designee to submit all documentation required by Section 2054.5191 of the Texas Government Code.**

RESOLUTION NO. R2023-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, VERIFYING THE PERCENTAGE OF COMPLETION OF CYBERSECURITY TRAINING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT ALL DOCUMENTATION REQUIRED BY SECTION 2054.5191 OF THE TEXAS GOVERNMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Consider approving the minutes of the City Council Regular Meeting held on July 10, 2023.**
- D. Consider approving the minutes of the City Council Regular Meeting held on August 7, 2023.**

10. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the August 28, 2023, City Council Special Meeting at 6:24 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/12/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on September 11, 2023.

Originating Department: City Secretary

Degree of importance: Staff recommends approval.

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular meeting held on September 11, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2023 09 11 CC Meeting Minutes (draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
SEPTEMBER 11, 2023**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, SEPTEMBER 11, 2023, AT 5:30 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Steve Rockey	Mayor Pro Tem
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:34 P.M.; all members were present, with Mayor Pro Tem Steve Rockey attended the meeting via teleconference.

2. INVOCATION

The invocation was led by Reverend Howard Huhn, Friendswood Methodist Church

3. PLEDGE OF ALLEGIANCE

Mayor Foreman led the pledges to the United States and State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman stated this is the 22nd Anniversary of 9/11, and he wanted to remember his fellow Naval Academy Midshipman, who was killed during the attack at the Pentagon, Captain Gerry Decanto.

Councilmember Branson stated that in remembering 9/11, she wanted to focus on how the country came together after that disaster, and she hoped that all can remember that in times of need and adversity, one can come together to support each other as a community.

Councilmember Hanks stated that it was Grandparents' Day at her grandkids' school and noted that it is a blessing to have the older generation around to help the younger ones navigate through life. She

reminded everyone that school is back in session and encouraged people to support local foodbanks. Lastly, Councilmember Hanks noted that the Library Gala, Through the Looking Glass, is September 30th and encouraged people to attend as this is a wonderful fundraiser to support the Library and its programs.

Mayor Foreman welcomed Deputy City Secretary Raquel Martinez who would be serving as the Acting City Secretary for the meeting.

5. PUBLIC COMMENT

There was no one signed up to speak.

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.

City Manager Morad Kabiri presented the item and stated that we missed the award for the first quarter of 2023. Therefore, he would be presenting two 5-Star awards for the first and second quarter of the current calendar year.

He recognized L.T. Thomas in the Public Works Department for his outstanding service. The City continually receives compliments from the public every time he goes out and tries to address meter leaks and other problems that homeowners and commercial property owners experience from time to time. His professionalism and his courtesy are not lost to those customers, and they made it a point to contact staff multiple times at the start of this year to comment on what a great job he is doing.

Mr. Kabiri then recognized Officer Patty Anaya for helping a stranded motorist on the way to work on FM 2351. The individual who, he believed, lost multiple tires, or at least two tires, was unable to navigate her way to work and did not have time to wait for a wrecker. Officer Anaya assisted the individual and contacted the church nearby to house the vehicle for a few hours while they were able to get a wrecker. The resident was able to get to work and came back later in the day with the assistance of Officer Anaya.

7. COMMITTEES OR SPECIAL REPORTS

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

City Manager Morad Kabiri stated that the report was in the agenda packet, and he did have some questions from Councilmember Matranga, which he will work with our representative on securing those answers.

B. Receive the Community & Economic Development Committee Annual Report

City Manager Morad Kabiri presented the item and stated that this committee has had a fantastic year discussing strategies for the next calendar year and they have worked diligently to identify opportunities

to help local businesses. They could not be in attendance this evening, but their report was included in the backup materials.

C. Receive the Friendswood Downtown Economic Development Corporation Annual Report.

FDDED Vice Chair Elmer “Bubba” Johnson presented the item and noted the following highlights for the year:

- They have made significant progress on the Texas Department of Transportation Sidewalk, Ramps, and Mast Arm Traffic Signals Project – The sidewalk is almost totally complete down FM 518, except for a few sections. The mast arms and traffic signals are all up and operating.
- The Downtown Lighting Project continues, with the electrical services, and cabinets already in place. They are waiting to set the forms for the foundations for the polls that will be completed in the next couple of weeks.

Furthermore, Mr. Johnson highlighted notable projects since inception of the FDEDC:

- The removal of numerous overhead lines across FM 518.
- Creation of the Lauren Griffith Associates Downtown Improvement Plan.
- Installation of Downtown Street signage.
- Obtaining a partnership with TXDOT for the curbs, ramps, sidewalks, and traffic signals project.
- Implementation of the Downtown Illumination Plan.

Mr. Johnson demonstrated examples of the improvements of the Illumination Plan for the intersections of Whispering Pines Avenue at S. Friendswood Drive, and Castlewood Drive and S. Friendswood Drive.

8. WORK SESSION TOPICS

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

Mr. Jil Arias, Director of Engineering presented this item and provided the following updates for the City’s ongoing Capital Improvement Projects:

Fire Station No. 2 Reconstruction: This project is nearing completion. The current work in progress includes interior finishes, and utility connections.

Blackhawk Facility Renovation & Shelter: The project overview included the following:

- Phase I, August 2023 staff will begin moving into their new offices.
- Phase II, the construction of shop area remains on-going.
- Phase III, the construction of locker rooms is to begin soon.
- Shelter Component of this project has been bid and will be awarded later in the evening.

Blackhawk Blvd – Phase II-B: This project has started the underground work with the construction of approximately 1115 feet and the franchise utility relocation is ongoing.

Blackhawk Blvd – Phase II-C: This phase will complete the remainder of Blackhawk Boulevard. The project scoping with the Engineer is ongoing and the staff is making sure that there is coordination with the 24-inch Waterline Project and FM 528 for any future development.

Tank Rehab Project: The ground storage tank on Stoneledge is nearing completion, and Water Tower #2, which is located next to Animal Shelter will be next, leaving two more ground storage tanks.

24" Clear Creek Water Line Crossing Project: This project is currently being evaluated for potential routes by the Design Engineer, and staff is coordinating with Blackhawk II-C in order to combine a portion of both projects.

Surface Water Plant #1 Tank Replacement: The design phase for this project is set to begin soon.

2023 Impact Fee Assessment Study: This study is moving forward with the following points being outlined:

- The analysis of grown-related CIP projects is ongoing.
- The third-party engineer will deliver preliminary results of Sanitary Sewer Modeling in early September.
- The analysis of vacant parcels/new development areas is ongoing.

2022 Unified Planning Work Program ("UPWP") Projects:

Mr. Arias noted that the Unified Planning Work Program is something that staff has been working on with the Houston-Galveston Area Council for two years and the City was awarded the Master Trail Plan and Friendswood Parkway Planning Study both awarded \$250,000.00 grants with no city match.

City Manager Morad Kabiri noted that this item was presented to the Council about two years ago and since then there have been some delays, primarily due in large part to H-GAC staffing issues. However, things seem to be moving forward now, and for this staff is very grateful.

Mr. Kabiri noted that H-GAC is securing the advanced funding agreements for both projects. The first is intended to determine the alignment of Friendswood Parkway from FM 528 towards Pearland Parkway; however, there are some developers who are looking at sections of the property that the alignment will ultimately go through, so there is an element of the chicken and egg syndrome here. He noted that first if private development takes place before H-GAC's efforts, the developer will have the opportunity to determine the alignment of the major thoroughfare as they see fit based on the existing public road network. Staff will be working with them to make sure that things develop in a cohesive manner; hence, staff is asking for funding for the traffic improvement and traffic impact analysis that was included in the FY-24 budget, which is for the existing Friendswood Parkway at West Boulevard, the Castlewood and Greenbrier intersection near the high school, and for the extension of Friendswood Parkway.

Mr. Kabiri noted that all of these different aspects of the project are being reviewed concurrently by different agencies. If staff were to wait on one agency as opposed to the other, there is a risk of missing out on opportunities to get this project funded sooner as opposed to later. Ultimately, when H-GAC looks at this project in its totality, whatever's left to be built is what they're looking to build and that will determine how the City's benefit-cost analysis is calculated. With that being said, staff is actively

coordinating efforts with H-GAC and TxDOT, and any other party to this project. Mr. Kabiri noted that the alignment study will look at the traffic impact analysis so that they're able to pull from the same data and resources as they evaluate the options and give the City the best available data for the placement of this road.

Mr. Arias noted that there will be an opportunity for public input via public meetings, and the feedback from the public will be heard from both sides and will be taken into consideration when deciding the best alignment options for this road extension. He noted that staff expects that the advanced funding agreement, move forward in 2024, as this is a part of the 2024 EPWP and the request for proposals related to this item for an engineering firm to undertake this process should be out in a couple of months.

The Mayor and Council thanked Mr. Arias for the update.

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.

Mayor Foreman opened the public hearing at 6:12 p.m., and requested staff give council an overview of the item.

City Manager Morad Kabiri stated this item is a continuation of the budget discussion that has been in process since the start of summer, in early June. He noted that on August 28th, when the FY-24 budget was adopted, the proposed tax rate included in the budget was 0.5007, which was lower than what initially expected and advertised in the newspaper and website. Mr. Kabiri stated that the Staff has no changes to report since the last meeting and they are available to answer any questions specific to the budget. The tax rate will fund roughly \$25 million worth of revenue that will fund both operations and maintenance as well as the interest and sinking fund or debt service for previously voter-approved GO bonds.

With there being no speakers signed up on this item, Mayor Foreman closed the public hearing at 6:14 p.m.

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.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks, to ratify the property tax increase resulting in property tax revenue, approximately \$25,153,251 for the tax year 2023, reflected in the budget for the Fiscal Year 2023-2024 as required by Local Government Code, Section 102.007(c). The vote was the following:

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

Nays: None.

The item passed unanimously.

- C. Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operations 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.**

A motion was made by Councilmember Branson and seconded by Councilmember Griffon, to adopt and levy the ad valorem rate of 0.500728, which is effectively an 8.1% increase in the tax rate, For the City of Friendswood FY2023-24 Budget. The proposed tax rate being composed of a maintenance and operations rate of 0.379451 and interest in sinking or debt service rate of 0.121278. The vote was the following:

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

Nays: None.

The item passed unanimously.

ORDINANCE 2023-22

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.

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.**

Mayor Foreman opened the public hearing at 6:19 p.m., and requested staff give council an overview of the item.

Director of Community Development Aubrey Harbin presented the item and stated that this item is related to a zone change request to change the underlying zoning on a small piece of property for Planned Unit Development (PUD) to the Office Park District. She noted that the zoning of the property was changed from OPD to PUD in 1997, and the SUP was added to the print shop in 1998. Up until December 2011, PUD uses were defined in the permanent use table in the City's Code with basically every use that was allowed in the PUD requiring an SUP. In December 2011, changes were made to the PUD portion of the Zoning Ordinance's Permitted Use Table was removed.

Ms. Harbin noted that this change had unintended consequence for this particular property. So, by changing the underlying zoning back to the Office Park District, it will allow some additional compatible uses in the office complex. The Planning and Zoning Commission conducted a public hearing on this item on August 10th with one property owner expressing opposition to the request, citing concerns about the amount of parking on the site. After the public hearing, the Commission voted 4 to 1, in favor of the motion.

Ms. Harbin noted that the request at hand is in line with the City's Future Land Use Map, which identifies this property as an office, with Commissions Rives voting in opposition.

Councilmember Griffon asked about the parking spaces being used and allowed in this space. City Manager Morad Kabiri noted that the hearing at hand related only to the uses allowed for the property and not necessarily the parking spaces. He also noted that because of how the property was sold, without a plat, the property lines cut parking spaces in half causing issues with the businesses' parking allowances, which can be mitigated outside of this particular hearing.

The applicant and printing press owner, Mr. Robert Smithhart, spoke before the Council stated that he and his wife are small business owners in Friendswood and are very involved in and supportive of the community. He noted that his competition and trademarking space has been good for Friendswood and if the Council approves the request, he believed that having additional office space for rent could help another small business expand its footprint in order to provide Friendswood with another small business and local service, while giving him additional income from the lease.

With there being no speakers signed up on this item, Mayor Foreman closed the public hearing at 6:29 p.m.

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.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson, to approve Ordinance No. 2023-23 approving the zone change located at 209E. Edgewood Drive from PUD to OPD, keeping the SUP in place. The vote was the following:

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

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2023-23

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.

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.

City Manager Morad Kabiri recognized Ms. Linda Newstead in the City Secretary's Office who is pursuing her certification in the Texas Municipal Clerks Association (TMCA). He noted that unlike most folks who are pursuing this certification, she had received a scholarship for the last three consecutive terms and will be recognized at the TMCA state banquet in October.

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

City Manager Morad Kabiri presented the item and stated that the City was recognized in the last week and a half, as the cleanest neighborhood in the country. He noted that while the recognition is not lost on him, as he believes that Friendswood is exceptionally clean, the information was a House-Fresh analysis that evaluated complaints through the 311-call system, which Friendswood does not use. As such, he wasn't sure of the report's accuracy, but he did appreciate the recognition whether or not it's true.

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.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon, to authorize the renewal of the Emergency Medical Services Agreement with the Friendswood Volunteer Fire Department for a second one-year extension term. The vote was the following:

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

Nays: None.

The item passed unanimously.

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

A motion was made by Councilmember Matranga and seconded by Councilmember Erenwert, to authorize a construction contract to Construction Masters of Texas, Inc for the Blackhawk Emergency Shelter Project. The vote was the following:

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

Nays: None.

The item passed unanimously.

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

A motion was made by Councilmember Erenwert and seconded by Councilmember Hanks, to authorize a Vending Machine Services Contract to Gulf Coastal Vending Services. The vote was the following:

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

Nays: None.

The item passed unanimously.

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.**

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert, to approve the proposed ordinance, as submitted. The vote was the following:

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

Nays: None.

The item passed unanimously.

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 NONCONFORMING 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.

- 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.**

A motion was made by Councilmember Griffon and seconded by Councilmember Erenwert to approve a proposed ordinance, as submitted. The vote was the following:

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

Nays: None.

The item passed unanimously.

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.

- 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.**

This budget amendment approves the following amendments and budget transfers:

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 unite replacement at a cost of \$26,144. Funding Source will be unassigned general fund balance.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Ordinance No. 2023-24, related to Item 12.A, as submitted. The vote was the following:

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

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2023-24

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.

14. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the Consent Agenda, Items 14.A through 14.F. The vote was the following:

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

Nays: None.

The item passed unanimously.

- 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.**

ORDINANCE NO. 2023-25

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..

- 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.**

RESOLUTION NO. R2023-22

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.

- 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 approving a banner permit application for Good Shepherd Episcopal Church to advertise its annual Harvest Paw Festival.**
- 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

With there being no further business to discuss, Mayor Foreman adjourned the September 11, 2023, City Council Regular Meeting at 6:39 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/19/2023

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-02873 in the United States District Court for the District of South Carolina, Charleston Division.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-02873 in the United States District Court for the District of South Carolina, Charleston Division.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2, 2023

Date submitted: 09/19/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution approving a request for exclusion from the Class Action Settlement of *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-02873 in the United States District Court for the District of South Carolina, Charleston Division, and directing the City Attorney to file the same with the Notice Administrator, Counsel for the Settling Defendants, Notice Administrator, Special Master, and Class Counsel.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution approves a notice of intention to opt out of the Class Action Settlement in *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-02873 in the United States District Court for the District of South Carolina, Charleston Division and directs the City Attorney to file such notice with the Notice Administrator, Counsel for the Settling Defendants, Notice Administrator, Special Master, and Class Counsel.

The lawsuit alleges:

1. members of the class have suffered harm resulting from the presence of PFAS in drinking water and/or the need to monitor for the presence of PFAS in drinking water, and
2. 3M Company and DuPont are liable for damages and other forms of relief to compensate for such harm and costs.

Should the Council desire to remain a member of the settlement class and participate in the settlement, no action is needed. Conversely, should the Council desire to opt out of the class and, therefore, not participate in the settlement, Council must take action on this item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Opt out of 3M & DuPont Settlement
2. Exhibit A - Request for Exclusion

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A NOTICE OF INTENTION TO OPT OUT OF THE CLASS ACTION LITIGATION *IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION*., MDL NO. 2:18-MN-02873 IN THE U.S. DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION; DIRECTING THE CITY ATTORNEY TO FILE A REQUEST FOR EXCLUSION WITH THE NOTICE ADMINISTRATOR, COUNSEL FOR THE SETTLING DEFENDANTS AND CLASS COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, *In Re: Aqueous Film-Forming Foams Products Liability Litigation*., MDL No. 2:18-mn-02873 in the U.S. District Court for the District of South Carolina, Charleston Division (the "Lawsuit") has been certified as a class action lawsuit; and

WHEREAS, this resolution relates to (i) *City of Camden, et al., v. 3M Company*, No. 2:23-cv-03147-RMG; and (ii) *City of Camden, et al., v. E.I. DuPont De Nemours and Company, et al.*, No. 2:23-cv-03230-RMG; and

WHEREAS, the Lawsuit involves varied causes of actions and claims against 3M Company ("3M") and DuPont de Nemours, Inc., The Chemours Company, The Chemours Company FC, LLC, Corteva, Inc., and E.I. DuPont De Nemours and Company n/k/a EIDP, Inc. (collectively "DuPont") along with numerous other defendants relating to PFAS (per- and polyfluoroalkyl substances) contamination of drinking water in public water systems; and

WHEREAS, while denying that they have any liability, 3M and DuPont have each proposed a settlement (collectively the "Settlement"); and

WHEREAS, the City can choose to remain a settlement class member and participate in the settlement or opt out by requesting exclusion; and

WHEREAS, after considering the Lawsuit and the Settlement, the City Council believes that it is in the best interest of the City and its citizens to opt out of the settlement class; NOW THEREFORE,

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

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That the City Council of the City of Friendswood hereby elects to exclude the City of Friendswood from the Settlement Class by opting out. As such, the City Council hereby authorizes the Mayor to execute the Request for Exclusion, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That on or before December 4, 2023, the City Attorney is directed to submit the Request for Exclusion to the following:

a. Counsel for Settling Defendants:

1. Counsel for 3M:

Kevin H. Rhodes
Executive Vice President and
Chief
Legal Affairs Officer
Legal Affairs Department
3M Company
3M Center, 220-9E-01
St. Paul, MN 55144-1000

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue,
N.W.,
Suite 900
Washington, DC 20001-4412

Richard F. Bulger
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606

2. Counsel for DuPont:

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654

Michael T. Reynolds
Cravath, Swaine & Moore
LLP
825 Eighth Avenue
New York, NY 10019

b. Class Counsel:

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Ave, Ste. 1100
Dallas, Texas 75219

Michael A. London
Douglas & London
59 Maiden Lane, 6th Floor
New York, NY 10038

Paul J. Napoli
Napoli Shkolnik
1302 Av. Ponce de Leon
San Juan, Puerto Rico 00907

Elizabeth A. Fegan
Fegan Scott LLC
150 S. Wacker Dr, 24th floor
Chicago, IL 60606

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464

c. Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation
c/o Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

d. Special Master:

Matthew Garretson
Wolf/Garretson LLC
P.O. Box 2806
Park City, UT 84060

e. Claims Administrator:

AFFF Public Water System Claims
P.O. Box 4466
Baton Rouge, LA 70821

Section 4. That this resolution shall be effective immediately upon its passage and approval.

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

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

	§	MDL No. 2:18-mn-02873
	§	
	§	This Document relates to:
IN RE: AQUEOUS FILM-FORMING	§	City of Camden, et al., v. 3M Company, No.
FOAMS PRODUCTS LIABILITY	§	2:23-cv-03147-RMG)
LITIGATION	§	and
	§	City of Camden, et al., v. E.I. Dupont De
	§	Nemours and Company, et al., No. 2:23-cv-
	§	03230-RMG)

REQUEST FOR EXCLUSION ON BEHALF OF THE CITY OF FRIENDSWOOD, TEXAS

I, as the Mayor of the City of Friendswood and on behalf of such Texas home-rule municipality (the "City"), certify, that the following information is true and correct:

Name of Class Member: City of Friendswood
Authorized Representative: Mike Foreman, Mayor
Address: 910 S. Friendswood Dr., Friendswood, TX 77546
Telephone Number: 281-996-3200
Fax Number: 281-482-1634
Email: mayor@friendswood.com

The City received notice of the Class Action Settlements of (i) 3M Company ("3M") and (ii) The Chemours Company, The Chemours Company FC, LLC., Du Pont de Nemours, Inc., Corteva, Inc., and E.I. Dupont de Nemours and Company n/k/a EIDP, Inc. ("DuPont") in the above-referenced case (collectively the "Settlement"). On October 2, 2023, the City Council of the City determined, at a public meeting held in accordance with all applicable laws, not to participate in the Settlement and to be excluded from the Settlement class, which decision is evidenced by Resolution No. 2023-__, a certified copy of which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes. The City Council of the City made such decision understanding that the City of Friendswood will not:

- (i) be bound by any orders or judgments effecting the Settlement;

- (ii) be entitled to any of the relief or other benefits provided under the Settlement Agreements;
- (iii) gain any rights by virtue of the Settlement Agreements; or
- (iv) be entitled to submit an objection.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this the 2nd day of October, 2023.

MIKE FOREMAN, Mayor

CERTIFICATE OF SERVICE

I certify that on October 3, 2023, I served the foregoing document by certified mail, return receipt requested to the persons listed below:

a. Counsel for Settling Defendants:

1. Counsel for 3M:

Kevin H. Rhodes
Executive Vice President and
Chief
Legal Affairs Officer
Legal Affairs Department
3M Company
3M Center, 220-9E-01
St. Paul, MN 55144-1000

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue,
N.W.,
Suite 900
Washington, DC 20001-4412

Richard F. Bulger
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606

2. Counsel for DuPont:

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654

Michael T. Reynolds
Cravath, Swaine & Moore
LLP
825 Eighth Avenue
New York, NY 10019

b. Class Counsel:

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Ave, Ste. 1100
Dallas, Texas 75219

Michael A. London
Douglas & London
59 Maiden Lane, 6th Floor
New York, NY 10038

Paul J. Napoli
Napoli Shkolnik
1302 Av. Ponce de Leon
San Juan, Puerto Rico 00907

Elizabeth A. Fegan
Fegan Scott LLC
150 S. Wacker Dr, 24th floor
Chicago, IL 60606

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464

c. Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation
c/o Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

d. Special Master:

Matthew Garretson
Wolf/Garretson LLC
P.O. Box 2806
Park City, UT 84060

e. Claims Administrator:

AFFF Public Water System Claims
P.O. Box 4466
Baton Rouge, LA 70821

Karen L. Horner
City Attorney
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546
281-996-3200
281-482-1634
CAO@friendswood.com

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