



AGENDA

STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
SEPTEMBER 10, 2018)(
)

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 4:30 PM ON MONDAY, SEPTEMBER 10, 2018, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

4:30 PM – REGULAR MEETING

1. Call to order
2. Invocation – Father Geoffrey Gwynne, Good Shepherd Episcopal Church
3. Pledge of Allegiance – United States and Texas (HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period)
5. WORK SESSION
 - A. Budget Workshop
 - B. Alcohol Sales in Public Parks
 - C. Memorandum of Understanding with Friends of Downtown Friendswood Association
 - D. Capital Projects Update
6. Public Hearing
 - A. Proposed Fiscal Year 2018-2019 General Operating Budget for the City of Friendswood

7. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period)

8. City Manager's Report

- A. National Night Out
- B. Friendswood Library Summer Reading
- C. Government Treasurers' Organization of Texas Award
- D. Clear the Shelter Event
- E. Hurricane Harvey Update

9. Communications from Committees and Special Reports

- A. Annual Report from Senior Citizens Advisory Committee Chair Nancy Mastrofrancesco
- B. Annual Collection Report from Delinquent Tax Attorney Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP

10. Discussion and possible action regarding action on the proposed AD Valorem Tax Rate for 2018 (Fiscal Year October 1, 2018, through September 30, 2019) to place a proposal to adopt a rate on the October 1, 2018, City Council agenda, and to schedule any required Public Hearings.

11. Discussion and possible action regarding the disposition of Bid Number 2018-17 for the 2018 Street Maintenance Program.

12. Discussion and possible action regarding the disposition of Bid Number 2018-18 for the 2018 Storm Sewer Cleaning and Inspection.

13. Discussion and possible action regarding a Change Order for Old City Park.

14. Discussion and possible action regarding authorizing the City Manager to make amendments and execute said amendments to the current agreement for Fire Fighting and Emergency Medical Services between the City of Friendswood and Friendswood Volunteer Fire Department.

15. Discussion and possible action regarding approving a contract with Riveron Corp. for grant consulting services.

16. Discussion and possible action regarding approving amendments to the Water Meter Reading Agreement with Inframark, LLC.

17. Discussion and possible action regarding approving an Interlocal agreement with the Galveston County Consolidated Drainage District for the installation of a

regional detention pond within 1776 Park.

18. Resolutions

Consideration and possible action regarding the following:

- A. Resolution R2018-16: A resolution of the City of Friendswood, Texas, hereby designating _____ as representative and _____ as alternate to the Houston – Galveston Area Council 2019 General Assembly and Board of Directors.
- B. Resolution R2018-17: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, endorsing the reappointment of four (4) members and appointment of three (3) new members to the Galveston County United Board of Health.
- C. Resolution R2018-18: A resolution of the City of Friendswood, Texas, requesting the General Land Office of Texas to consider the local challenges to disaster recovery concerning the benefit requirement for Housing and Urban Development Community Development Block Grant Disaster Recovery funds be used to support low-to-moderate-income persons and supporting Galveston County's and League City's efforts in seeking a waiver.
- D. Resolution R2018-19: A resolution of the City Council of the City of Friendswood, Texas, amending Rules of Procedure for the conduct of City Council meetings by amending Rule 16 Order of Business to move City Manager reports to before Special Recognition and Acknowledgements, and add Rule 23 Wireless Communication regarding prohibiting Mayor and City Council from using cell phones or other wireless communication devices at the dais during Council meetings; and repealing all other resolutions inconsistent or in conflict herewith.

19. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2018-21: (Title: Second and Final reading of an ordinance rezoning a 0.3337 acre tract of land located at 315 S. Friendswood Dr., Friendswood, Texas, (as more fully described herein), from Light Industrial (LI) to Downtown District (DD)) An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, by amending the zoning classification for a 0.3337 acre tract of land located at 315 S. Friendswood Dr., Friendswood, Texas, situated in the Sarah McKissick League, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2, Friendswood Subdivision, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's records, City of Friendswood, Galveston County, Texas; amending the zone classification from Light Industrial (LI) to Downtown District (DD), all as more specifically provided herein; providing for the amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.
- B. Ordinance No. T2018-22: (Title: Second and Final reading of an ordinance amending the zoning classification for a tract or parcel containing 0.6804 acres located at 4203 Friendswood Link Rd., Friendswood, Texas, by granting a zone classification change from Neighborhood Commercial (NC) to Neighborhood

Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use #713940 "Fitness and Recreational Sports Centers," as more fully described herein) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 0.6804 acres of land, being out of Reserve "A" of Forest Creek Subdivision, situated in the Sarah McKissick Survey, Abstract 549, City of Friendswood, Harris County, Texas; amending the zone classification from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use #713940 "Fitness and Recreational Sports Centers;" providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

- C. Ordinance No. T2018-23: (Title: Second and Final reading of an ordinance repealing Ordinance No. 2017-36 and amending Sec. 34-24 to include 2018/2017/2007 preliminary FEMA maps, which establish the areas of special flood hazard for the City of Friendswood) An ordinance repealing Ordinance No. 2017-36 and amending the Code of Ordinances of the City of Friendswood, Texas, by deleting from Chapter 34 thereof all of Section 34-24 and substituting therefor a new Section 34-24; providing for adoption of "The Flood Insurance Study for Galveston County, Texas and Incorporated Areas," dated February 28, 2018, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated January 6, 2017, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated June 18, 2007; providing a penalty of an amount not to exceed \$2,000 for each day of violation hereof; and providing for severability.
- D. Ordinance No. T2018-25: (Title: First reading of an ordinance amending Appendix D, the Schedule of Fees for the City as referenced in various sections of the Code of Ordinances of the City of Friendswood) An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas by providing for the addition or adjustment of administration fees, buildings and building regulations fees, utility service fees and parks and recreation facility rentals, network nodes, subdivisions and zoning.
- E. Ordinance No. T2018-26: (Title: First reading of an ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors) An ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors; requiring payment for time and expenditures incurred beyond this limit; providing for exceptions; providing for an open meetings clause; and providing an effective date.
- F. Ordinance No. T2018-27: (Title: First and Final reading of an ordinance adopting Budget Amendment XII to the Original General Budget of the City for Fiscal Year 2017-2018 to provide for supplemental appropriation and/or transfer of certain funds) An ordinance amending City of Friendswood, Texas, Ordinance No. 2017-32, passed and approved October 2, 2017, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2017-2018 by approving "Budget Amendment XII" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

20. Communications from the Mayor and Councilmembers

21. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to have special City Council meetings on September 19 and September 24, 2018, to discuss items related to the budget
- B. Authorizing the disposal of a Police Department Vehicle through Houston Auto Auction
- C. Acceptance of an art donation at the Friendswood Animal Control Facility
- D. Approve appointment of the City Manager as the city representative to the Local Board of Trustees for the Texas Emergency Services Retirement System
- E. Authorizing American Tower/T-Mobile West LLC, to make modifications to the telecommunications tower at 1306 Deepwood
- F. Accepting the July 2018 Property Tax Report
- G. Approving the Minutes of the June 04, July 02, and August 08, 2018, Council Meeting

22. Adjournment

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON SEPTEMBER 06, 2018, AT 4:40 PM.

MELINDA WELSH, TRMC
CITY SECRETARY

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



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: 09/10/18

Date Submitted: 08/31/18

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: FY 2018-19 Proposed Budget Discussion

Originating Department: Administrative Services

City Attorney Review: N/A

Proceeding: Work Session

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Staff will present an overview of the budget development process, significant challenges, highlights and revisions of the proposed budget for fiscal year 2018-19.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

RECOMMENDATIONS

None at this time

ATTACHMENTS

[FY19 Proposed Budget Presentation](#)



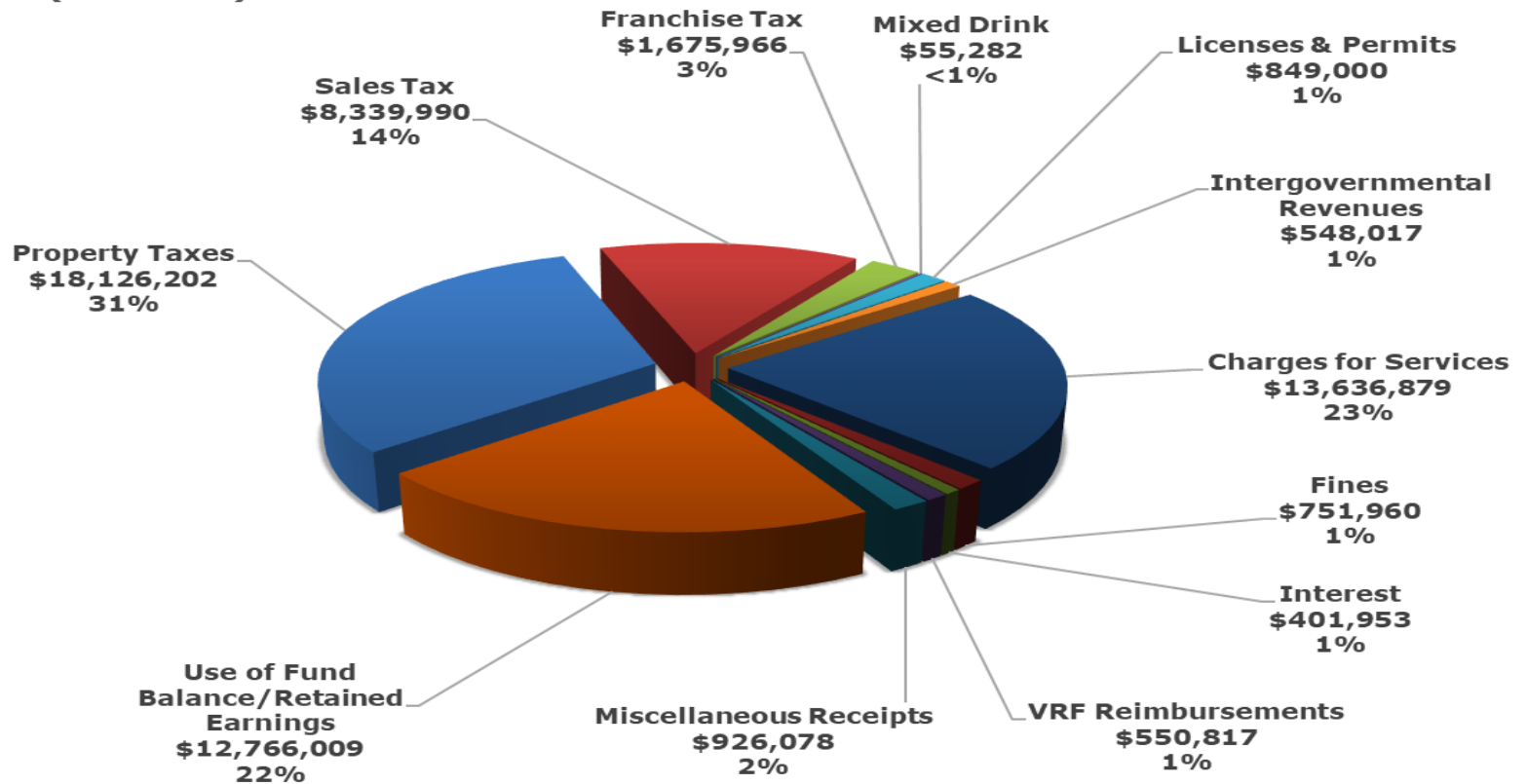
CITY OF **Friendswood**

Proposed Budget Fiscal Year 2018 - 2019



CITY OF Friendswood

FY19 Proposed Budget Revenues \$58,628,153 (all funds)



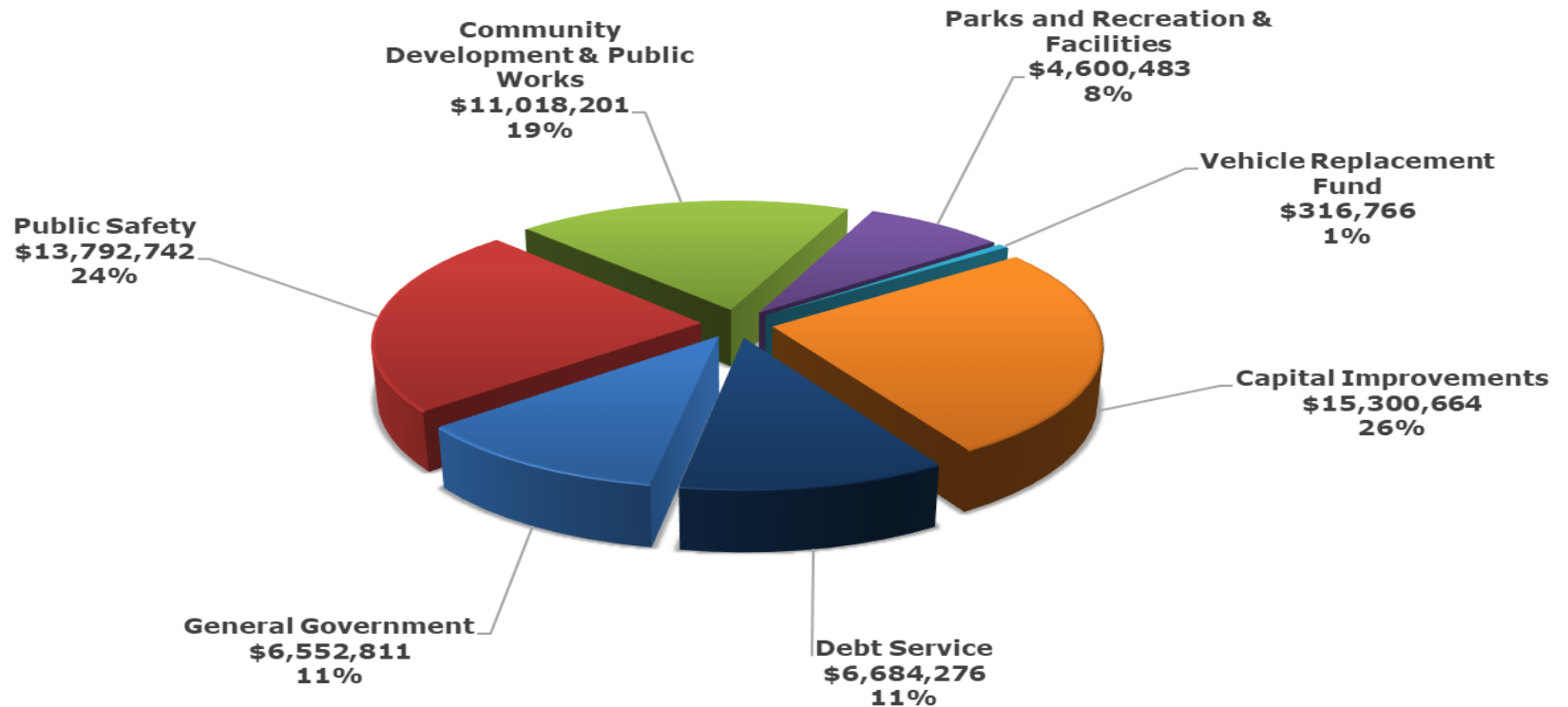


CITY OF Friendswood

FY19 Proposed Budget Expenditures

\$58,265,943

(all funds)





CITY OF Friendswood

Current Tax Rate - \$0.5273

Effective Tax Rate - \$0.5324

GCAD and HCAD certified values
Approximately \$0.005041 more the current rate
Projected new construction value - \$74M
Tax Debt Service Obligation - \$3.2M

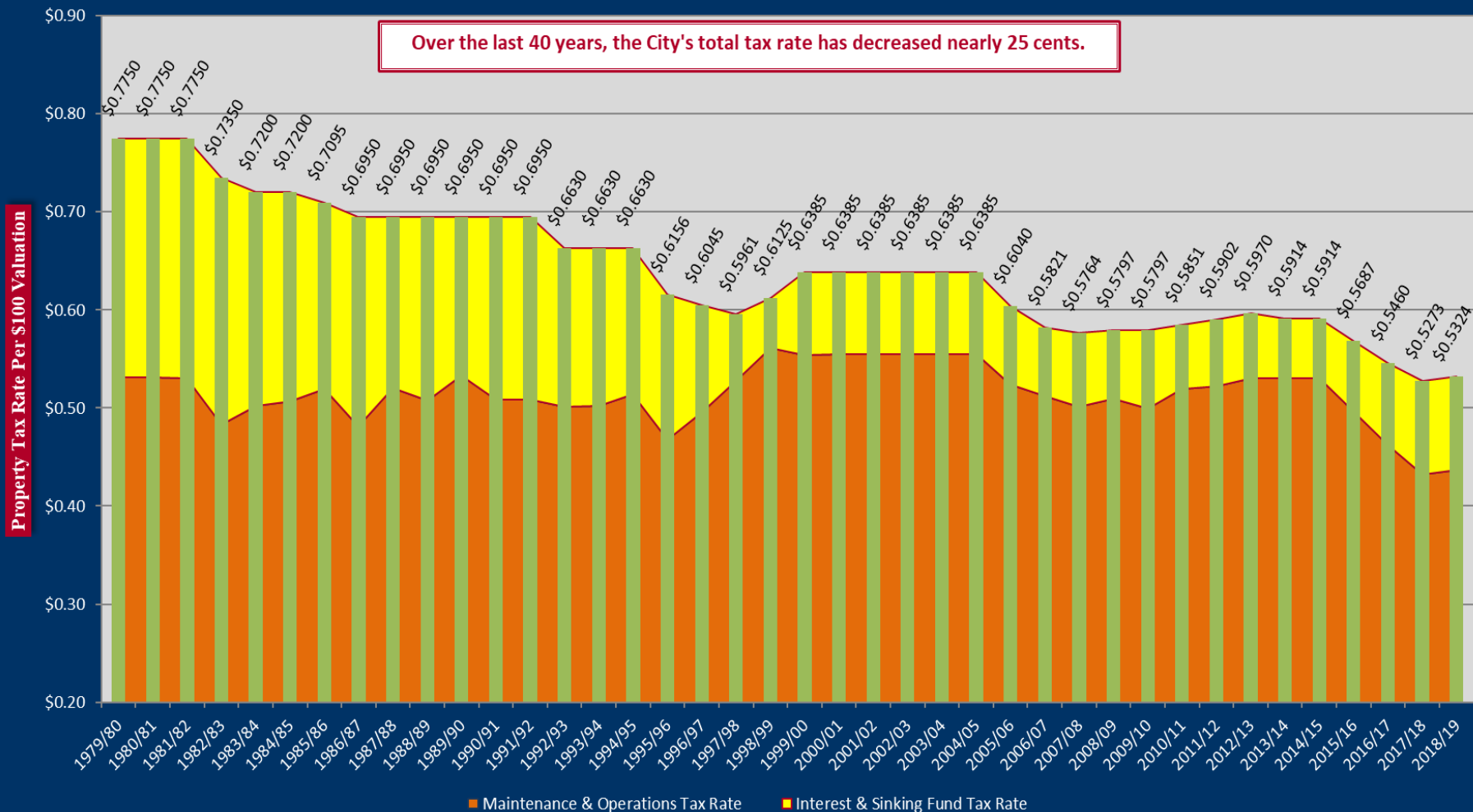
\$0.0050



CITY OF Friendswood

Historical Tax Rates

Over the last 40 years, the City's total tax rate has decreased nearly 25 cents.





CITY OF **Friendswood**

Historical Tax Rate Adoption

Tax Year	Effective Tax Rate	Proposed/Adopted Tax Rate	Tax Rate Comparison
2018	0.532390	0.532390	= ETR
2017	0.527391	0.527349	< ETR
2016	0.534757	0.546000	> ETR
2015	0.548783	0.568700	> ETR
2014	0.579337	0.591400	> ETR
2013	0.591430	0.591400	< ETR



CITY OF Friendswood

General Fund Revenues ~ \$27.7M

- Property Tax - \$14.9M
(includes penalty & interest for prior year collections)
- Sales Tax - \$6.3M
- Franchise Tax - \$1.7M
- Permits - \$850k
- Charges for Services - \$777k
- Fines - \$725k
- Intergovernmental Revenue - \$548k
- Miscellaneous/interest/cell tower agreements - \$450k
- Inter-fund transfers - \$1.5M



CITY OF Friendswood

New and Updated General Fund Revenues

- Building Permits Fee Update - \$15k
- Wireless Network Nodes - \$10k
- EMS Ambulance Fees - \$405k
- FISD School Resource Officers - \$335k
- Park and Recreation Fees - \$11K



CITY OF Friendswood

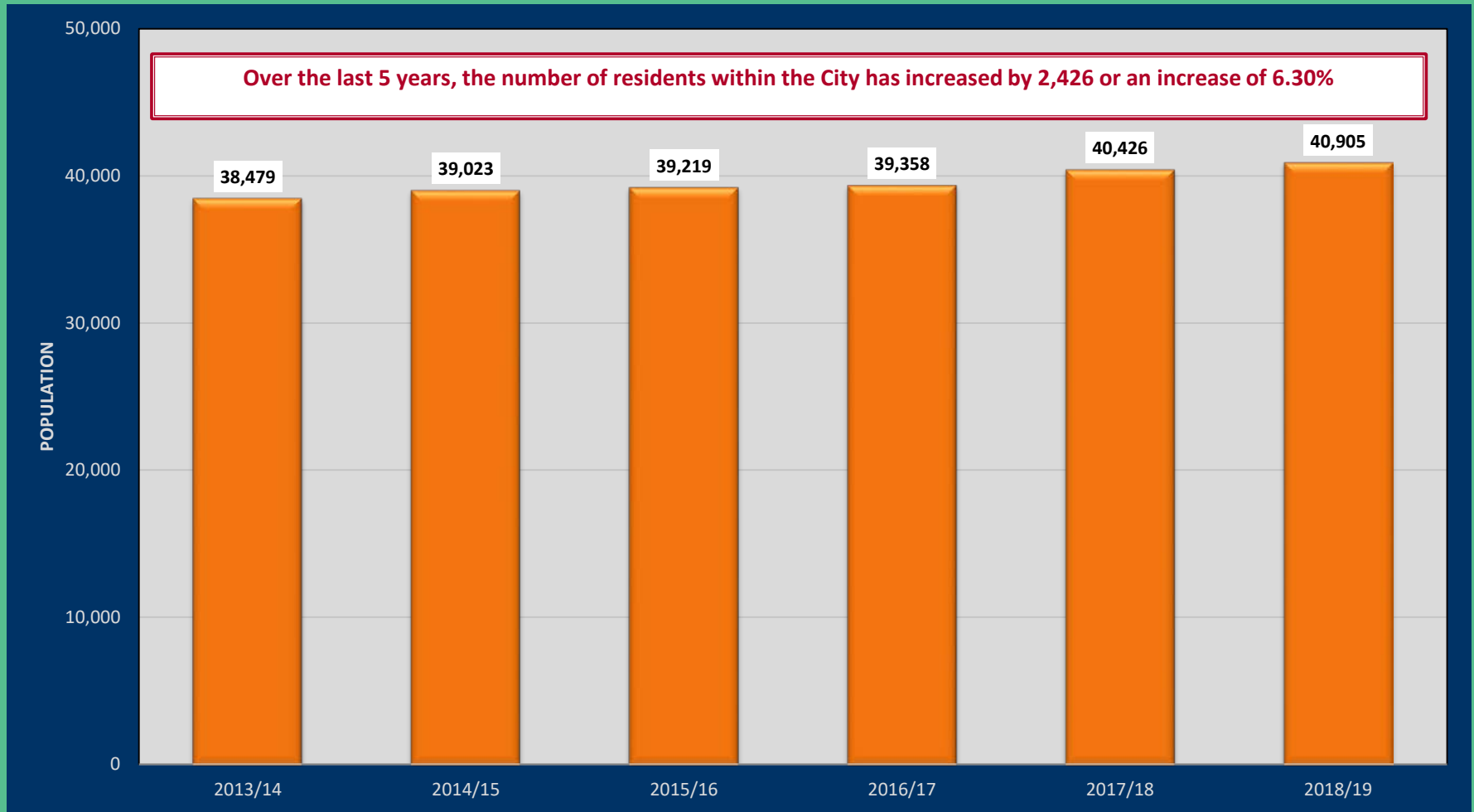
General Fund Expenses ~ \$28.2M

- Personnel - \$20.1M
 - No Health Insurance increase
 - Employee Merit of 2.75% - \$418K
 - Employee Pay Plan Adjustment (including Police Dept.) - \$467K
 - City's TMRS contribution rate decrease from 15.95% to 15.90%
 - 2 full-time Peace Officers (FISD school resource officers)
 - 1 part-time Public Safety Officer (Jailer)
- Non-Personnel - \$8.1M
 - *Net increase from PY - \$111k*
 - Based on "scrubbed" current services budget
 - Street improvements - \$500k
 - FVFD Emergency Management Services Contract Increase - \$200k



CITY OF Friendswood

Historical Population

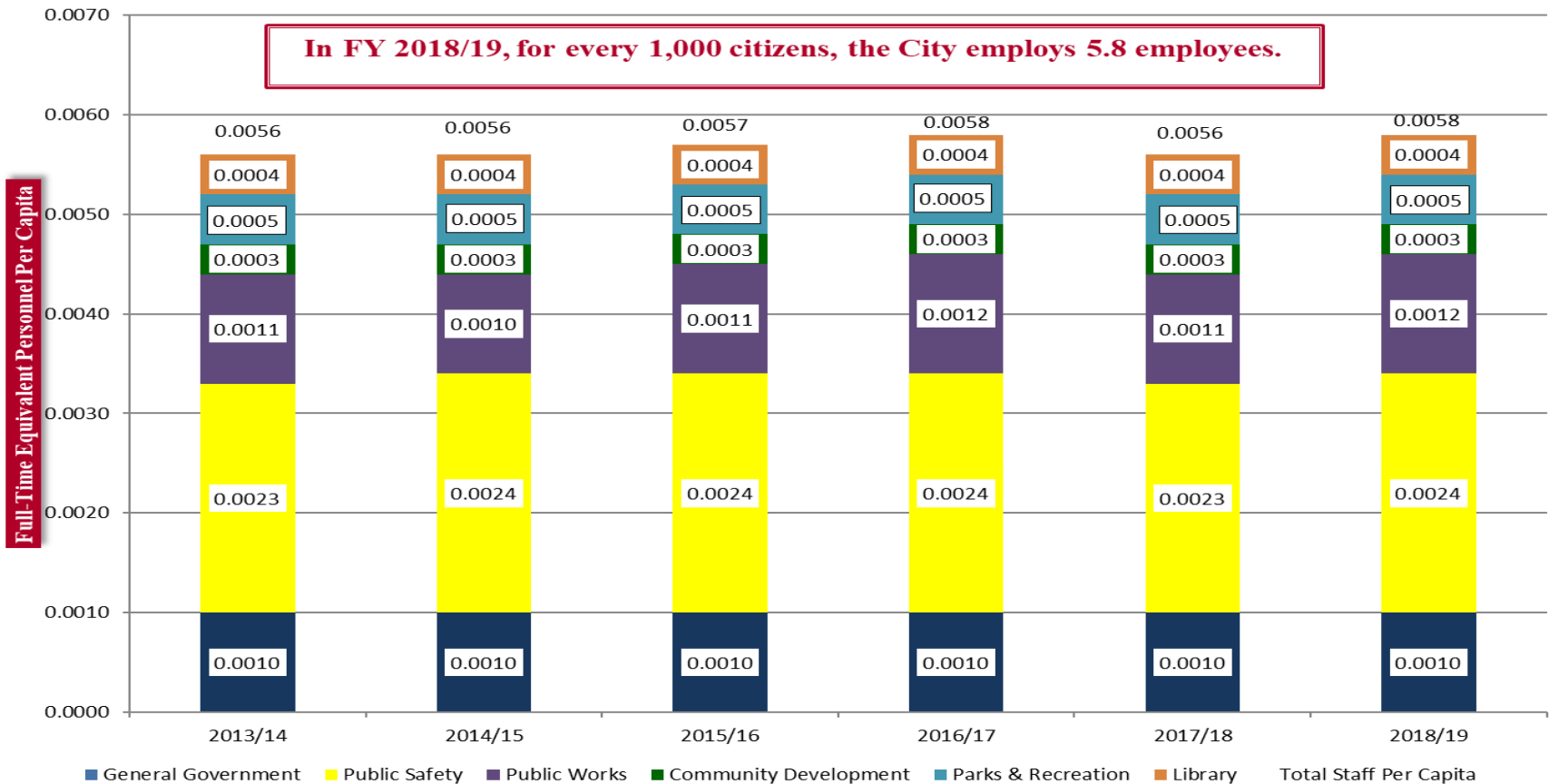




CITY OF Friendswood

Full Time Equivalent Personnel Per Capita

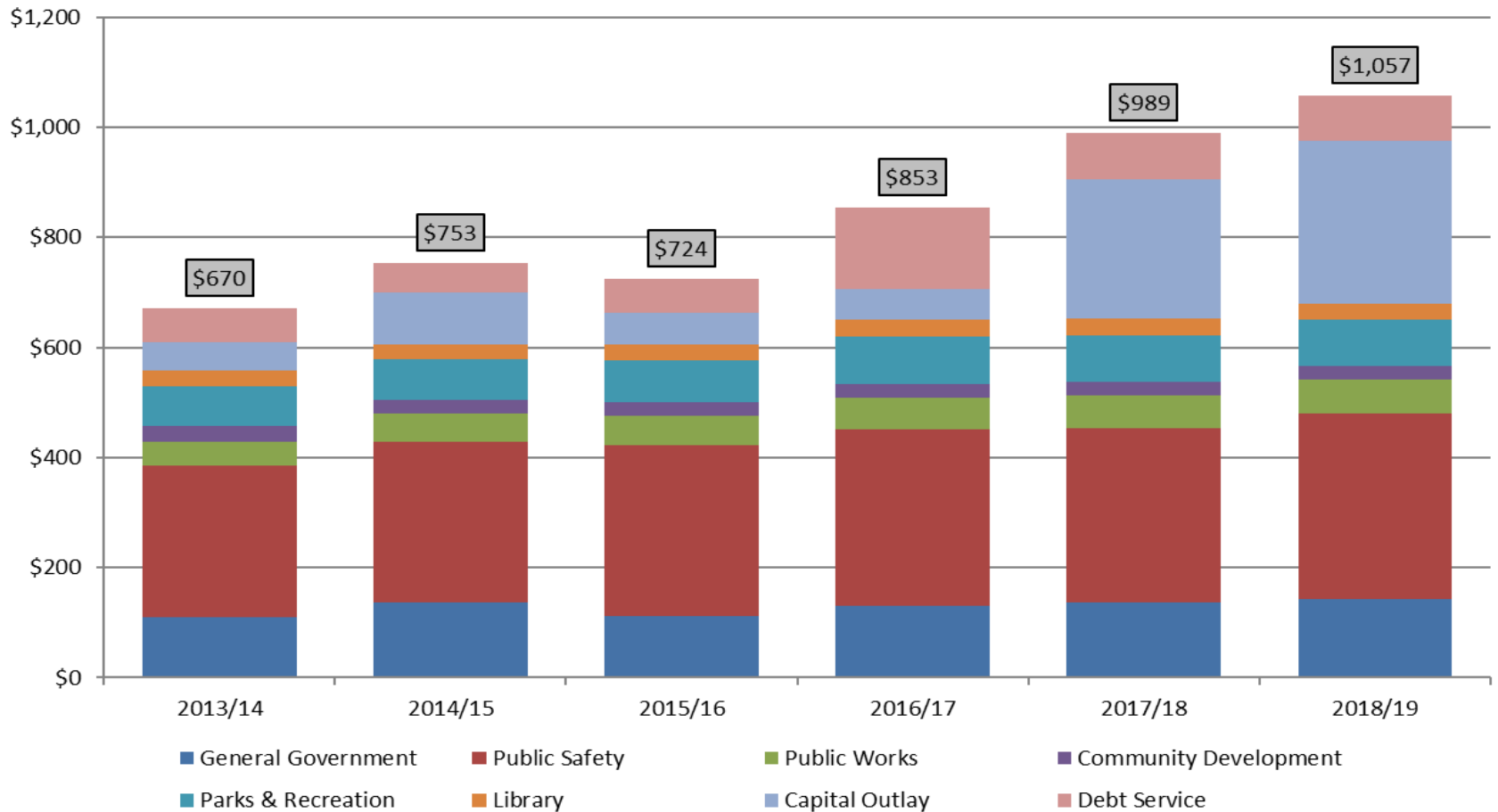
Full-Time Equivalent Personnel Per Capita





CITY OF Friendswood

Governmental Funds Expenditures per Capita





CITY OF Friendswood

General Fund – Decision Packages

DEPARTMENT	DESCRIPTION	ONE TIME COST	ONGOING COST	OUTSIDE REVENUE SOURCE	TOTAL
CSO – Elections	Election contracting with Galveston County	\$0	\$16,808	\$16,808	\$0
Parks – Pool	Media & Lateral Replacement of Pool Filter	\$7,435	\$0	\$0	\$7,435
PD - Patrol	Replacement Dual Purpose Patrol & Narcotic K-9	\$27,500	\$5,200	\$0	\$32,700
ASO – Finance	Banking Client Analysis Fees	\$0	\$24,000	\$0	\$24,000
ASO – IT	Work Orders Software Solution	\$16,264	\$0	\$0	\$16,264
ASO - IT	Enterprise Discovery System Upgrade (for Library Public Access)	\$10,640	\$25,462	\$22,000	\$14,102
City-wide	Employee Merit (2.75%)	\$0	\$417,716	\$0	\$417,716
City-wide	Employee Pay Plan Adjustment (85 th percentile)	\$0	\$467,055	\$334,190	\$132,865
TOTAL DECISION PACKAGES		\$61,839	\$956,241	\$372,998	\$645,082



CITY OF Friendswood

Unfunded Decision Packages (GF)

DEPARTMENT	DESCRIPTION	ONE TIME COST	ONGOING COST	OUTSIDE REVENUE SOURCE	TOTAL
FVFD	Increase Operational Cost	\$0	\$110,000	\$0	\$110,000
Parks – Ops	Stevenson Park Walking Trail Curbs improvements	\$196,000	\$0	\$196,000	\$0
ASO – RM	Evaluation of Critical Facilities (insurance purposes)	\$20,000	\$0	\$0	\$20,000
PD – Admin	Replace PSB Security Cameras	\$0	\$5,000	\$0	\$5,000
ASO – Finance	Part-time Administrative Assistant (FTE < 0.49)	\$0	\$21,046	\$0	\$21,046
Parks - Ops	Parks Laborer	\$0	\$61,876	\$0	\$61,876
ASO – HR	Salary Survey	\$20,000	\$0	\$0	\$20,000
FMO	Deputy Fire Marshal (1.0 FTE – mid-year hire)	\$6,450	\$45,916	\$0	\$52,366
Parks – Ops	Addition to Fleet – Regular Cab Diesel Truck	\$32,642	\$3,900	\$0	\$36,542
CSO	FOIA Subpoena Processing Module – Implementation & Maintenance	\$1,000	\$5,200	\$0	\$6,200
FMO	Addition to Fleet – Sports Utility Vehicle	\$57,000	\$1,800	\$0	\$58,800
PD – Admin	Feasibility Study on Public Safety Building	\$10,000	\$0	\$0	\$10,000
Parks – Ops	Replace existing equipment – Tool Cat	\$40,000	\$0	\$0	\$40,000
PW – Streets	Industrial Zero Turn Riding Mower	\$10,500	\$1,050	\$0	\$11,550
PD – CID	Pole Camera	\$5,000	\$480	\$0	\$5,480
PD – Comm	VHF Back-up Radio	\$15,200	\$0	\$0	\$15,200
PW	Addition to Fleet – ½ Ton Extended Cab Truck	\$28,000	\$4,000	\$0	\$32,000
ASO – HR	Wellness Program	\$0	\$5,000	\$0	\$5,000
Parks – Ops	Replace 1 Ton Dump Truck	\$70,000	\$0	\$0	\$70,000
Parks – Ops	Replace Backstop Fencing Fabric @ Steven Schultz Sportspark	\$58,000	\$0	\$0	\$58,000

Friendswood on TRAQ

TRUST RESPECT ACCOUNTABILITY QUALITY



CITY OF Friendswood

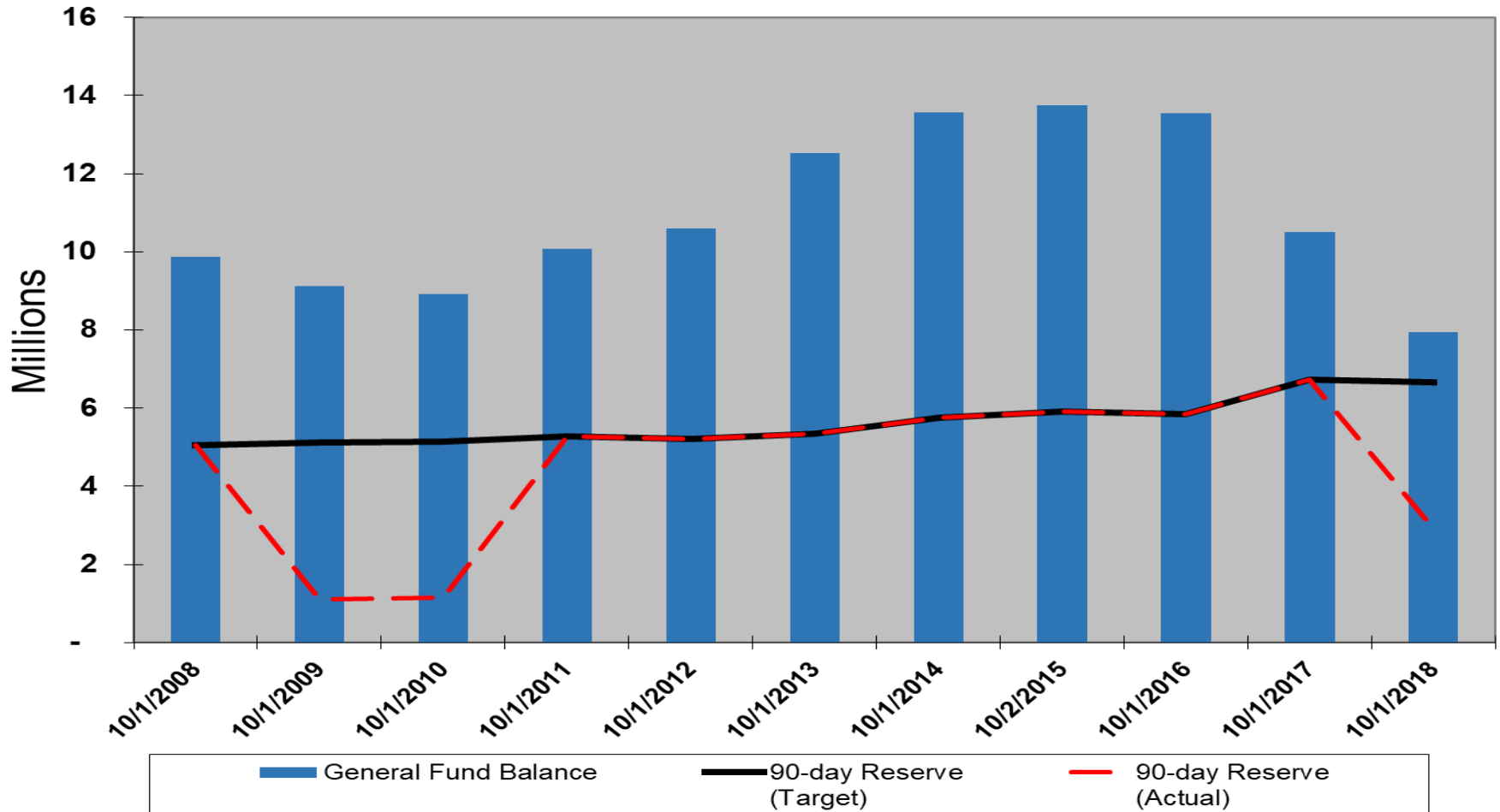
Unfunded Decision Packages (GF)

DEPARTMENT	DESCRIPTION	ONE TIME COST	ONGOING COST	OUTSIDE REVENUE SOURCE	TOTAL
Parks – Ops	Aquatic Center Feasibility Study	\$10,200	\$0	\$0	\$10,200
PW – CIP	HP DesignJet SD Pro Multifunction Printer	\$15,495	\$5,000	\$0	\$20,495
ASO – HR	Wellness Incentive Program	\$0	\$9,600	\$0	\$9,600
PD – Comm	Freedom Application	\$8,000	\$0	\$0	\$8,000
PW – Streets	Message Board	\$19,640	\$75	\$0	\$19,715
FVFD – Admin	EMS Staffing	\$0	\$52,500	\$0	\$52,500
PW – Streets	Street Sweeper	\$165,000	\$4,500	\$0	\$169,500
UNFUNDED DECISION PACKAGES TOTAL		\$788,127	\$336,943	\$196,000	\$929,070



CITY OF Friendswood

General Fund Balance w/ 90-day Reserve





CITY OF Friendswood

Water & Sewer Fund Revenues ~ \$12.7M

- Water Revenue - \$7.0M
- Sewer Revenue - \$5.2M
- Administrative Fees - \$340k
 - Includes late payment penalties, disconnection/reconnection fees, same day services connections, etc.
- Water Meter Sales - \$35k
- Interest - \$94k



CITY OF Friendswood

Water & Sewer Fund Expenses ~ \$12.7M

- Personnel - \$2.3M
 - No Health Insurance increase
 - Employee Merit - \$44,527
 - Pay Plan Adjustment - \$17,427
 - City's TMRS contribution rate decrease from 15.95% to 15.90%
 - 1 full-time Utilities Maintenance Worker

- Non-Personnel - \$10.4M
 - Based on "Scrubbed" Current Services Budget
 - *Net increase of \$130k*
 - *FAW & DP total \$617k*
 - Includes \$300k for Sewer Line Maintenance
 - Debt Service Obligations - \$4.2M (down from \$4.6M in FY18)



CITY OF Friendswood

Water & Sewer Fund – FAW

DEPARTMENT	DESCRIPTION	ONE TIME COST	ONGOING COST	OUTSIDE REVENUE SOURCE	TOTAL
ASO – UB	Credit Card Fees	\$0	\$15,000	\$15,000	\$0
FORCES AT WORK TOTAL		\$0	\$15,000	\$15,000	\$0



CITY OF Friendswood

Water & Sewer Fund Decision Packages

DEPARTMENT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL
City-wide	Employee Merit (2.75%)	\$0	\$44,527	\$44,527
City-wide	Employee Pay Plan Adjustment	\$0	\$17,427	\$17,427
PW – Sewer Utilities	Mini-Excavator	\$50,000	\$1,200	\$51,200
PW – Water Ops	Increase in Water Plant Maintenance Account	\$0	\$30,000	\$30,000
PW – Sewer Ops	Increase in Lift Station Maintenance Account	\$0	\$50,000	\$50,000
PW – Sewer Ops	Increase in Lift Station Maintenance Contract Services Account	\$0	\$40,000	\$40,000
PW – Water Ops	Forklift for Shop	\$20,000	\$1,100	\$21,100
PW-Sewer Utilities	Utilities Maintenance Work (1.0 FTE)	\$0	\$68,851	\$68,851
PW – Water Ops	Portable Generator Set (WW #4)	\$150,000	\$1,600	\$151,600
PW – Sewer Ops	Replace 4-inch Submersible Pump	\$61,000	\$00	\$61,000
PW – Sewer Ops	Replace LS #9 & #11 Pump and Controls	\$27,000	\$0	\$27,000
PW – Water Utilities	Trench Safety Equipment	\$15,000	\$0	\$15,000
PW – Water Utilities	Mid-size Mini-Excavator & Trailer Package (replacing PW109)	\$100,000	\$1,200	\$101,200
TOTAL DECISION PACKAGES		\$423,000	\$255,905	\$678,905



CITY OF Friendswood

Unfunded Decision Packages (W/S)

DEPARTMENT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL
Sewer Utilities	Vacuum/Jet Combination Sewer Truck (not VRP)	\$425,000	\$4,500	\$429,500
UNFUNDED DECISION PACKAGES TOTAL		\$425,000	\$4,500	\$429,500



CITY OF Friendswood

Public Works Water & Sanitary Sewer Five Year Capital Improvement Plan

Year of Completion	Project Description	Estimated Cost	Total by Year
2019	Lift Station #1 & #17 Combined Reconstruction	\$1,594,000	
2019	Sanitary Sewer System Assessment Phase IV - Construction	\$1,464,000	
2019	Water Plant #1 Tank Rehabilitation	\$1,207,000	
2019	42-inch Water Main Replacement - Phase I	\$2,531,200	
2019	Sanitary Sewer System Assessment Phase V - Design	\$100,000	
2019	Second Elevated Water Storage Tank Rehabilitation	\$954,000	
2019	Sanitary Sewer System Assessment Phase VI - Design	\$100,000	
2019	Surface Water Station #3	\$3,600,000	
2019	Lift Station #23 Reconstruction	\$2,540,000	
2019	Sanitary Sewer Plant Additional Capacity - phase II	\$1,000,000	\$15,090,200
2020	Lift Station #4 Reconstruction	\$1,594,000	
2020	Sanitary Sewer System Assessment Phase VII - Design	\$175,000	
2020	Automated Meter Implementation	\$3,000,000	
2020	Sanitary Sewer Plant Additional Capacity - phase III	\$1,000,000	\$5,769,000
2021	Lift Station #22 Reconstruction	\$2,372,000	
2021	42-inch Water Main Replacement - Phase II	\$10,284,000	
2021	Water Plant #3 Tank Rehabilitation	\$636,000	
2021	Water Plant #4 Tank Rehabilitation	\$636,000	
2021	Sanitary Sewer System Assessment Phase VIII - Construction	\$1,830,000	
2021	Sanitary Sewer Plant Additional Capacity - phase IV	\$1,000,000	\$16,758,000
2022	West Water Interconnect	\$461,000	
2022	Sanitary Sewer Plant Additional Capacity - phase V	\$1,000,000	\$1,461,000
		Grand Total	\$39,078,200



CITY OF Friendswood

Calendar of Events

Proposed Budget Delivered	7/31/18
Budget Work Session	8/6/18
Budget Work Session	9/10/18
Budget Public Hearing	9/10/18
1 st Public Hearing on Tax Rate	9/19/18 *
2 nd Public Hearing on Tax Rate	9/24/18 *
Budget and Tax Rate Adoption	10/1/18

* Public hearings on tax rate needed ONLY if proposed rate exceeds the lower of the effective or rollback tax rate.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: **September 10, 2018**

Date Submitted: **September 5, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **Michael Boyett**

Subject: **Alcohol in the Park**

Originating Department: **P&R**

City Attorney Review: Yes

Proceeding: **Work Session**

Degree of importance: Critical ☐ Significant Elective ☒

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL:

MK

**Morad Kabiri
City Manager**

SUMMARY / ORIGINATING CAUSE

Along with the review of general Park Rules, the Parks & Recreation staff was directed earlier this summer to reviewing the possibility of allowing the sale of alcohol in the parks.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The sale of alcohol could attract the attention of corporate sponsors, which could help offset programming budget.

RECOMMENDATIONS

None at this time

ATTACHMENTS

[City Research on Allowing the Sale of Alcohol](#)

[City of Friendswood Sale of Alcohol in Parks Policy-DRAFT](#)

<u>City/County</u>	<u>Allowing the sale of alcohol</u>
Conroe	Allow alcohol to be sold.
Texas City	Allow alcohol to be sold.
Galveston County	Allow alcohol to be sold.
Missouri City	Allow alcohol to be sold.
Alvin	Allow alcohol to be sold.
League City	Allow alcohol to be sold.
Webster	Do not allow the sale of alcohol
Deer Park	Do not allow the sale of alcohol
La Porte	Do not allow the sale of alcohol
Angleton	Do not allow the sale of alcohol
Pasadena	Do not allow the sale of alcohol
Pearland	Do not allow the sale of alcohol
Baytown	Do not allow the sale of alcohol

Cities Allowing the Sale of Alcohol

City of League City:

Disclosure of whether an event will be serving alcoholic beverages must be made before a contract is validated. Failure to disclose this information prior to entering a contract may result in cancellation of the event and forfeiture of all rental fees or operating costs. Glass alcoholic beverage containers are not allowed inside or on the premises of any City owned or operated rental facility. (Rental Coordinator may approve wine and/or champagne bottles that are poured and served in cups). Alcoholic beverages may not be sold without prior approval of the City Manager. (Section 74-139) Under no circumstances shall alcohol be allowed to be served to minors. Violations of this policy shall result in termination of the event and may result in criminal charges.

SECURITY REQUIREMENTS

League City Police Officer(s) will be required at all functions of more than 150 expected attendees and **all functions that will be serving alcohol**. This is for the protection of the LESSEE and the City. Alcoholic beverages may not be sold without prior approval of the City Manager. The ratio for police officers to guests, **where alcoholic beverages are served**, will be as follows:

1. Two (2) officers for the first 300 guests.
2. Three (3) officers for 301-450 guests.
3. Four (4) officers for 451-600 guests.

- The police officer(s) will remain on duty until the last person leaves the Park or Facility. Before departure, the police officer will complete a security check of the area.
- All police officers will be in uniform while in performance of security duty.
- Fees are minimum \$30 per hour/per officer.
- Under no circumstances shall alcohol be allowed to be served to minors. Violations of this policy shall result in termination of the event and may result in criminal charges.
- The City reserves the right to require a uniformed police officer at any event if the City feels it is the best interest of the safety of those involved.

City of Conroe:

Normal park rental permits inclusive of City police based on number of anticipated attendance. Depending on the event, sound amplification permit, street closure permit, and so on. Vendors must have TABC permit and servers must be TABC certified. Part of the permit, depending on size of the event, may also include costs portable toilets, trash disposal, clean up, janitorial, and so on.

City of Texas City:

- Events that include the service of alcohol are to be conducted under the laws of the state of Texas and regulations of the Texas Alcoholic Beverage Commission. The City cannot be held liable for any damage suits filed in connection with alcoholic beverages served to an intoxicated guest. The Permittee is responsible for providing transportation for intoxicated guests.
- Alcoholic beverages can be sold at Facilities with a State TABC Permit (Galveston Outpost – Dickinson, Texas 281-337-5611– Approximately \$200 - \$225) which must be obtained by permittee. Once the permit is approved, the permittee is required to present an approved original to the Department of Recreation and Tourism. Failure to do so may result in the cancellation of the permittee's event.

Police security for events with alcohol:

1 – 100	No Officer Required
101 – 200	1 Officer
201 – 300	2 Officers

300 or greater The details of the event are reviewed and the appropriate amount of officers are determined. (It depends on the type of event. For example, we have car shows, boxing matches, concerts, etc. We have to take in consideration the type of event and how they are attended. At the bottom of our rental rules we state that our department can change or adjust any fees or polices according to our discretion

Galveston County:

Alcohol is allowed. Must obtain a TABC Permit and permission from Galveston County Parks & Senior Services Division to obtain permit. Public liability and property damage insurance are required. Each booth vendor is required to have general liability coverage. All insurance must list County of Galveston as additional insured.

NO ALCOHOL AT THE EVENT

1-99 = No Officer
100-199 = 1 Officer
200-299 = 2 Officers
300-399 = 3 Officers

EVENTS WITH ALCOHOL

1-199 = 2 Officers
199-299 = 3 Officers
300-399 = 4 Officers
400-499 = 5 Officers

City of Missouri City:

Sec. 74-2. - Prohibited conduct in athletic fields, parks, and the recreation center.

(7) Consume or possess any alcoholic beverage;

Sec. 74-81. - Park use permits required for certain activities.

(a) A park use permit is required before a person may engage in or conduct the following activities in an athletic field, park or the recreation center:

(6) The sale, offer for sale, consumption or possession of alcoholic beverages; except that, a park use permit shall not be granted for the sale, offer for sale, consumption or possession of alcoholic beverages during or associated with a sporting event involving individuals under the age of 18 at an athletic field;

(c) A park use permit holder shall comply with the provisions of chapter 6 of this Code relating to the sale, offer for sale, consumption or possession of alcoholic beverages.

- Sec. 74-82. - Applications for park use permits.

(a) A person seeking a park use permit shall file an application for a park use permit with the director on an application form provided by the director at least 24 hours before the start time of the proposed activity. The application shall include the following information and shall be accompanied by the payment of a fee in the amount specified in a resolution adopted by the city council establishing a schedule of fees:

- (1) The name, address, telephone number, and email address of the applicant;
- (2) The exact nature of the activity for which a permit is sought;
- (3) The date and time of the activity for which a permit is sought;
- (4) The name of the athletic field, park or recreation center or area thereof sought to carry out the proposed activity;

(5) The number of persons the applicant estimates will attend or participate in the activity;

(8) For an applicant seeking a park use permit for the sale or offer for sale of merchandise, services, food, non-alcoholic beverages or alcoholic beverages, as applicable, during or associated with a sporting event to be conducted at an athletic field by the holder of an athletic field use permit or an RSA, a written authorization from such athletic field use permit holder or RSA, or an authorized representative of said athletic field use permit holder or RSA, to sell merchandise, services, food, non-alcoholic beverages or alcoholic beverages, as applicable, at such sporting event.



City of Friendswood Sale of Alcohol in Parks Policy

Any groups choosing to sell alcohol would need to meet the following criteria:

- Must be 501(c)(3) non-profit organization
- Will require City Manager approval with his/her designee
- Must provide TABC permit and servers must be TABC certified
- Must obtain and provide proof of public liability and property damage insurance, listing the City of Friendswood as additional insured on the policy.
- Must obtain a Galveston County Health Permit
- Must secure transportation for intoxicated guests
- Must provide the details of the event including, but not limited to:
 - Type of event
 - List of sponsors and supported groups
 - How the event is being promoted
 - Event location layout
 - Event parking plan and traffic control in accordance with parking ratios outlined in the Design Manual; more specifically *All Other Public Assemblies*
 - Emergency/Inclement Weather plan
 - Admission/Ticket fees
 - Number of attendees, staff, volunteers, media, etc.
 - List of activities and entertainment, such as bands, markets, craft shows, amusement rides, performers, food, etc.
 - List of structural elements, such as tents, booths, stages, light towers, generators, tables, etc.
 - First Aid plan
 - Trash collection plan
- Must secure police officers for the event following these attendance numbers:
 - 1-99 = 2 officers
 - 100-299 = 3 officers
 - 300-399 = 4 officers
 - 400+ = Staff will review the details of the event and provide the appropriate number of officers.

Any groups choosing to sell alcohol must follow the following rules:

- Park Attendants will be required; additional fees will apply.
- Allowed only at Stevenson and Centennial Park
- Depending on the size of the event, will require a janitorial fee
- Depending on the size of the event, will require portable toilets to be placed on site in addition to park restrooms
- Must never sell alcohol to minors or during an event intended for the sole purpose of minors
- Glass containers are prohibited for attendees
- Must pay deposit of \$1,000



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 4, 2018

Dept. Clearances: CMO

Prepared by: GF

Originating Department: City Manager's Office

Subject: Carousel Project

Proceeding: Work Session

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Council may recall a discussion at the August 2017 meeting in which a workshop item was held on a potential Memorandum of Understanding with the Friends of Downtown Friendswood Association (FDFA). Due to Hurricane Harvey, efforts to pursue the project was put on hold. Since then, FDFA has approached staff about reviving the carousel project in Stevenson Park. The improvements would consist of an old-fashioned carousel and ancillary park amenities.

In an effort to develop the park addition in a cohesive manner, the FDFA has asked for cooperative effort between their organization and the City. This potential agreement would be broad in nature and simply affirm that each entity will cooperate in seeking a unified development of the property in question. If directed to move forward by Council, a formal MOU will be developed laying the groundwork for a future license a lease agreement for the actual project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The expansion of park amenities/offerings at Stevenson Park could broaden the usability of the facility.

RECOMMENDATIONS

None at this time

ATTACHMENTS

None



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: August 30, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Update on 2013 Bond Program Projects and Other Capital Projects

Proceeding: Work Session

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At the February 2014 Council meeting, Council directed staff to pursue the Seven-Year plan in undertaking the 2013 Bond Program. Since that meeting, the following activities have been started relative to the bond projects (**please note, a PowerPoint presentation will be provided at the meeting Monday night for additional background**):

- **Old City Park** –The notice to proceed was issued May 14, 2018 and the contractor mobilized on May 22, 2018. The water and sanitary sewer portion of the project has been completed by City crews. The revised project includes a parking lot with 44 spaces, 1,650 linear feet of sidewalks, and storm sewer. Story Architects has completed their design and we are in the final stages of the civil design of the Restroom Building and Pavilion. Once complete we will be going out for bids.

Later this evening, there is an agenda item relative to a change order for the paving portion of this project.

- **Blackhawk Boulevard Phase II** –The City issued the notice to proceed for June 4, 2018. City Council approved three alternates on the project to allow for construction to go from Friendswood Link to Edenvale. Traffic control has been installed, and construction started towards the end of June. The City, Engineer, and Contractor have met on several occasions regarding several different issues over the past month. The issues ranged from traffic control (a change order was executed to install
- **Pavement Management Study** – The City has received the final report and received the first bid related to Street Maintenance activities. Staff is now working on a second and third contract to be advertised as funds permit.

- **Lift Station** – Lift Station 23 (FM 518 near Century Ln.) – City Council approved a change order at the August meeting and design for the lift station is ongoing. The plan is to go out for bids the fourth quarter of this year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None

ATTACHMENTS

[CM Report August 2018](#)
[Seven Year Plan](#)

Capital Projects Monthly Report

August 2018

I. 2013 BOND PROJECTS – ROUND 1

Lake Friendswood Park

GO1506A

Project Manager:		Jameson S. Appel, CFM		
Project Funding Source:		2013 Parks Bonds Program		
Approved Project Budget:		\$1,080,000.00		
Approved Change Orders:		\$145,281.65		
Estimated Completion:		January 2017		
Project Status:		One-Year Maintenance Period		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$0.00	\$0.00	\$0.00	\$0.00
Construction:	\$701,189.50	\$146,981.65	\$848,171.15	\$845,921.15
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$5,776.00	-\$1,700.00	\$4,076.00	\$3,990.00
Total:	\$706,965.50	\$145,281.65	\$852,247.15	\$849,911.15
Contingency	\$70,110.00		\$21,110.00	\$49,000.00

Lake Friendswood Park trail, restroom, and pavilion is complete. COF Parks Department is working on adding amenities to the pavilion and sidewalk to the workout stations. No change since last report.

Old City Park

PK0070

Project Manager:		Tuan Nguyen		
Project Funding Source:		2013 Parks Fund Program		
Approved Project Budget:		\$400,000.00		
Approved Change Orders:		-\$125,035.50		
Estimated Completion:				
Project Status:		Design Phase		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$10,500.00	\$0.00	\$10,500.00	\$10,500.00
Construction:	\$419,038.30	-\$125,035.50	\$294,002.80	\$58,988.79
Miscellaneous:	\$99,165.32	\$0.00	\$99,165.32	\$64,434.66
Testing:	\$9,300.00	\$0.00	\$9,300.00	\$765.75
Total:	\$538,003.62	-\$125,035.50	\$663,039.12	\$134,689.20
Contingency	\$0.00		\$0.00	\$0.00

Underground piping was completed by City staff and coordinates were given to the Contractor. The Contractor mobilized on May 22 and has begun their dirt work. Underground drainage complete. Pavement demolition and ground clearance complete. A change order has been prepared and ready for council on September 10th that allows for concrete to be placed for the parking lot and entrance, however the change order can be modified for asphalt if council so decides.

Capital Projects Monthly Report
August 2018

2013 Street Bond Projects – Round 1
GO1509, GO1510, GO1511 & GO1512

Project Manager:	Tuan Nguyen			
Project Funding Source:	2013 Street Bond Program and FY2016 Street Funds			
Approved Project Budget:	\$2,869,162.38			
Approved Change Orders:	\$60,624.41			
Estimated Completion:	August 2017			
Project Status:	Under Construction			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$221,698.00	\$0.00	\$221,698.00	\$214,098.08
Construction:	\$2,460,424.38	\$67,936.91	\$2,528,361.29	\$2,444,445.84
Miscellaneous:	\$15,000.00	\$7,312.50	\$7,687.50	\$7,687.50
Testing:	\$64,040.00	\$0.00	\$64,040.00	\$52,854.50
Total:	\$2,761,162.38	\$60,624.41	\$2,891,078.33	\$2,719,085.92
Contingency:	\$123,000.00		\$49,906.62	\$73,093.38

Project is completed. The project was accepted by City Council at the November 2017 meeting. No change since last report.

Woodlawn Avenue Reconstruction
GO1516

Project Manager:	Tuan Nguyen			
Project Funding Source:	2013 Street Bond Program			
Approved Project Budget:	\$569,000.00			
Approved Change Orders:	\$0.00			
Estimated Completion:	N/A			
Project Status:	In Design			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$81,710.00	\$0.00	\$81,710.00	\$77,210.00
Construction:	\$453,682.30	\$0.00	\$453,682.30	\$426,693.92
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$535,392.30	\$0.00	\$535,392.30	\$503,903.92
Contingency:				

Project is completed. The project was accepted by City Council at the November 2017 meeting. No change since last report.

Capital Projects Monthly Report

August 2018

II. CITY COUNCIL'S PRIORITY PROJECTS

1776 Park Improvements PK0052

Project Manager:		James Toney		
Project Funding Source:		PDO		
Approved Project Budget:		\$31,000.00		
Approved Change Orders:		\$0.00		
Estimated Completion:		N/A		
Project Status:		Project Planning		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:				
Construction:				
Miscellaneous:				
Testing:				
Total:				
Contingency				

Parks and Recreation Department is working with the Rotary Club and Galveston County Consolidated Drainage District) GCCDD on installing a canoe launch at this park. City Staff is investigating with the Galveston County Consolidated Drainage District potential changes in the park to create additional in line detention or a detention pond for Clear Creek and converging tributaries.

Activity Center Feasibility Study 8AB452

Project Manager:		Rick Watkins		
Project Funding Source:		General Fund Balance:		
Approved Project Budget:		\$5,000.00		
Approved Change Orders:		\$0.00		
Estimated Completion:		October 2017		
Project Status:		In Review		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Total:	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00

Joiner Architect gave their presentation of the feasibility study findings and recommendations to the City of Friendswood staff and City Council at the August 7, 2017 council meeting. No change since the last report.

Capital Projects Monthly Report

August 2018

Blackhawk Boulevard Phase II

GO1515

Project Manager:		Rick Watkins		
Project Funding Source:		2013 Street Bonds Phase III		
Approved Project Budget:		\$5,582,547.95		
Approved Change Orders:		\$0.00		
Estimated Completion:				
Project Status:		Under Design		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$849,168.95	\$0.00	\$849,168.95	\$745,679.38
Construction:	\$4,580,886.90	\$0.00	\$4,580,886.90	\$103,626.98
Miscellaneous:	\$1,951.00	\$0.00	\$1,951.00	\$1,951.00
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$5,432,006.85	\$0.00	\$5,432,006.85	\$851,257.36
Contingency	\$0.00		\$0.00	\$0.00

The heavy rains have delayed the project but the crews are working hard to make up some of the lost time. The water line boring has been completed and the piping has been installed at Shady Oaks and Wandering Trails. The new storm sewer has been installed from Shady Oaks to Wandering Trails with the crews continuing to install the storm sewer towards Edenvale Street.

III. Water & Sewer Bond Projects

Water Plant #2 Replacement

UW0017

Project Manager:		Tuan Nguyen		
Project Funding Source:		Water & Sewer Working Capital		
Approved Project Budget:		\$1,414,032.00		
Approved Change Orders:		-\$17,500.00		
Estimated Completion:				
Project Status:		One-Year Maintenance Period		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$108,540.00	\$0.00	\$108,540.00	\$104,784.98
Construction:	\$1,229,000.00	-\$17,500.00	\$1,211,500.00	\$923,820.85
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$15,042.00	\$0.00	\$15,042.00	\$9,104.00
Total:	\$1,352,582.00	-\$17,500.00	\$1,370,082.00	\$1,037,709.83
Contingency	\$61,450.00		\$61,450.00	\$0.00

Project is complete however no longer operational due to events from Hurricane Harvey. The City is working with FEMA officials under Emergency Protective Measures to rehabilitate/fix the damages sustained. City staff have worked hard to get the plant operational again and are now at the point of testing the well for contaminants as one would normally do after a rebuild or new well.

Capital Projects Monthly Report
August 2018

Lift Station #18 Replacement
USL018

Project Manager:	Tuan Nguyen			
Project Funding Source:	Water & Sewer Working Capital			
Approved Project Budget:	\$500,000.00			
Approved Change Orders:	\$23,955.60			
Estimated Completion:	September 2017			
Project Status:	One-Year Maintenance Period			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$86,390.00	\$0.00	\$86,390.00	\$86,390.00
Construction:	\$815,155.60	\$23,955.60	\$839,111.20	\$839,111.20
Miscellaneous:	\$825.00	\$0.00	\$825.00	\$825.00
Testing:	\$8,889.00	\$0.00	\$8,889.00	\$2,562.32
Total:	\$911,259.60	\$23,955.60	\$943,304.00	\$928,888.52
Contingency	\$15,000.00		\$15,000.00	\$0.00

Lift station was accepted by Council at the September 11, 2017 meeting. No change since last report.

Lift Station #23 Replacement
WS1601

Project Manager:	Public Works Staff			
Project Funding Source:	Water and Sewer Working Capital			
Approved Project Budget:				
Approved Change Orders:				
Estimated Completion:				
Project Status:	In Design			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$158,800.00	\$0.00	\$158,800.00	\$74,669.60
Construction:	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous:	\$55,540.00	\$0.00	\$55,540.00	\$55,540.00
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$214,340.00	\$0.00	\$214,340.00	\$130,209.60
Contingency				

A Design contract was awarded during the February Council meeting. Lockwood, Andrews, and Newman were awarded the contract and have started the basic design of the Lift Station #23. As a component of design, an issue has arisen in regard to our ability to reuse the existing force main. TCEQ regulations may impact the use of the existing force main, requiring the installation of a new, smaller one. Staff is continuing to work with LAN on the design changes. Staff is working with individual contractors for an in-depth evaluation of the wet well. Staff held a Pre-Con/Coordination meeting on January 23. Inspection of the wet well occurred on February 14, 2018, the finalized report has been received and being reviewed. City staff met with LAN to discuss the best method to proceed on the project last week. An amendment to the contract was approved at the August City Council and thus design is in full engineering mode.

Capital Projects Monthly Report
August 2018

IV. RESIDENTIAL DEVELOPMENTS

Sterling Creek Section #3

Council Acceptance September 11, 2017. No change since last report. One year warranty walk-thru completed 7/17/2018, all punch list items completed 7/23/2018.

Friendswood Trails – Paving/Utilities

A preconstruction meeting was held September 25, 2017. The general contractor is Angel Brothers. Underground utilities completed. Paving is completed. All utilities tested. Minor second stage work and drainage swales in reserve still outstanding. City staff conducted a walk thru on July 30th the contractor is closing out punch list items. Staff has been meeting with the developer on a weekly basis to chart progress and address any concerns. The project was expected to be on the September agenda, however late rains at the end of August and beginning of September have delayed the contractor's efforts.

V. COMMERCIAL DEVELOPMENTS

The Beldon Senior Apartments

A pre-construction meeting for the section was held January 10, 2017. The general contractor is David Wight Construction the testing lab is Coastal Labs. Bac T's completed, minor sanitary sewer testing still pending. No change since last report.

VI. ADMINISTRATIVE & IN-HOUSE PROJECTS

Community Rating System – Proposed Contract with Cahoon Consultants and finishing up the 2018 FEMA CAV documents.

Crawford Ditch Evaluation – 100% upload of data, reviewing and finalizing details.

Technical Specifications – Reviewing current Specifications.

Sign Policy – Finished and on the Website.

Capital Improvements Program - Revised Capital Improvements Program Manual approved and on the website.

Design Criteria - Revised Design Criteria Manual (2017) and on the website.

Right of Way Permits Approved:

2018-61 – 604 W. Shadowbend Avenue – CPE
2018-64 – 105 E. Shadowbend Avenue – TNMP
2018-65 – 201 W. Shadowbend Avenue – CPE
2018-66 – 1005 Melody Lane – ATT

Right of Way Permits on Hold*:

2018-60 – 16310 Beamer Road Business Park – ATT – No Contractor/Insurance
2018-62 – 700 W. Parkwood Avenue – ATT – No Contractor/Insurance

Capital Projects Monthly Report

August 2018

2018-63 – 1120S. Friendswood Drive – GPX – No Contractor/Insurance

*Staff has instated new policy to have the contractor actually doing the work to be on the ROW Permit and have a copy of their insurance listed.

Ordinance 300 Requests – Approved

2018-21 – Mandale Bridge – officially reopen.

2018-22 – Blackhawk Boulevard – temporarily reduce speed limit during construction.

Ordinance 300 Requests – Disapproved

N/A

Ordinance 300 Requests – Information sent

N/A

Ordinance 300 Requests – Pending

2017-04 – W. Edgewood Drive (FM 2351) – Speeding

2017-21 – Forest Bend Avenue – Sight distance

2017-28 – Briar Meadow – Cline Traffic

2018-06 – Briar Meadow – Stop Sign Clarity

2018-16 – W. Spreading Oaks Avenue – Excessive Speeding

2018-17 – Greenbriar @ W. Castlewood – Multiple Stop Signs

2018-18 – Pine Drive – Install delineators

2018-19 – Falcon Ridge – Excessive Speeding

2018-20 – Cedarwood Drive – Excessive Speeding

Ordinance 300 Requests – Waiting Requestor Response

2016-10 – Linson Lane – Dead End sign

2016-16 – Galloway School – Flashing Lights and Crosswalk

2016-18 – Wilderness Trails Subdivision – Excessive Speeding

2017-01 – Dominion Court – No Exit/Dead End

2017-15 – Park Water Drive – No Parking

Ordinance 300 Requests – Waiting TxDOT Response

2017-10 – Annalea – Traffic Signal

2018-03 – Request left turn Bay on South FM 518 to Magnolia Avenue

2018-07 – Bay Area Boulevard – Change Traffic Patterns

2018-08 – FM 2351 – Change Traffic Patterns

2018-09 – FM 2351 & FM 518 – Change Traffic Patterns

2018-10 – FM 2351 – Change Traffic Patterns

2018-11 – FM 528 – Change Traffic Patterns

2018-12 – FM 528 – Change Traffic Patterns

2018-13 – FM 528 & Sunset – Change Traffic Patterns

2018-14 – FM 528 & Briar Meadow – Change Traffic Patterns

Ordinance 300 Requests – Work Order – No 300 needed

2017-18 – Friendswood Lakes Boulevard – Change Speed Limit Signs

2017-29 – City Limit Sign on Bay Area Boulevard

Capital Projects Monthly Report

August 2018

VII. ONE-YEAR MAINTENANCE EXPIRATION

PROJECT

DATE

Lift Station 18

September 11, 2018

Arbor Gate Section 2

October 2, 2018

2013 Street Bond Project

November 6, 2018

Woodlawn

November 6, 2018

Arbor Gate Section 5

November 6, 2018

Arbor Gate Section 6

May 7, 2019

Friendswood Lakes Boulevard

May 7, 2019

Seven-Year Plan Round 1	
Project	Est. Capital Cost
Prop 1 - Public Safety	
Design - Expansion of Station 4 & New Station at PSB	\$ 484,500
Prop 2 - Library	
Library Expansion	\$ 2,525,000
Prop 3 - Parks	
Centennial Park Improvements	\$ 750,000
Expansion of Existing Parks*	\$ 1,400,000
Lake Friendswood	\$ 500,000
Sportspark Improvements	\$ 1,718,000
Stevenson Park Improvements	\$ 246,500
Prop 4 - Streets	
Mary Ann Dr	\$ 549,000
Shadowbend Ave	\$ 393,000
Townes Road	\$ 273,000
Winding Road	\$ 642,000
Totals Round 1	\$ 9,481,000

Seven-Year Plan Round 2	
Project	Est. Capital Cost
Prop 1 - Public Safety	
Construction of Station 4 Expansion & New Station at PSB	\$ 6,100,000
Prop 3 - Parks	
Improvements - Other Parks	\$ 670,500
New Parkland*	\$ 2,000,000
Totals Round 2	\$ 8,770,500

Seven-Year Plan Round 3	
Project	Est. Capital Cost
Prop 4 - Streets	
Blackhawk Blvd	\$ 5,453,000
Woodlawn Dr	\$ 400,000
Totals Round 3	\$ 5,853,000

* Actual cost of new parkland will vary



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: 09/10/18

Date Submitted: 08/21/18

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Public Notice and Hearing (FY19 Proposed Budget)

Originating Department: Admin Services-Finance

City Attorney Review: N/A

Proceeding: Public Hearing

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City Charter [Sec.8.03. (c)] requires "Public notice and hearing: The Council shall post in the City Hall and publish in the official newspaper a general summary of their [its] proposed budget and a notice stating: (1) The times and places where copies of the message and budget are available for inspection by the public, and (2) The time and place, not less than ten nor more than 30 days after such publication, for a public hearing on the budget." This notice is scheduled for publishing in the Friendswood Reporter on August 29, 2018.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

ATTACHMENTS

[Notice of Proposed Budget Summary](#)

NOTICE OF PUBLIC HEARING

CITY OF FRIENDSWOOD

The Friendswood City Council will hold a docketed Public Budget Hearing at a regular Council Meeting on September 10, 2018 at 7:00 p.m., 910 S. Friendswood Drive, Friendswood City Hall. All citizens are invited to attend and provide written or oral comments concerning the City's Proposed Budget. The public may inspect the entire Proposed Budget at any time on the City's website (www.friendswood.com) or from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m., Friday, in the City Secretary's Office, Friendswood City Hall or during regular operating hours of the Friendswood Public Library.

* Proposed Budget includes the Use of Fund Balance and Retained Earnings, totaling \$12,277,233 for operational expenditures in several funds.

This budget is estimated to raise more total property taxes than last year's budget by \$427,849 or 2.4%, and of that amount \$388,159 is projected tax revenue to be raised from new property added to the tax roll this year.

Dated this 29th day of August 2018.

Melinda Welsh, TRMC

City Secretary

City of Friendswood, Texas
Budget Summary
Budget Year 2018-2019

			Special Revenue Funds			Permanent Fund	Capital Projects					Enterprise Funds					Internal Service Fund
Revenues	General Fund	Tax Debt Service	Police Investigation	Fire/EMS Donation	Court Building & Technology	1776 Park Trust Fund	G.O.** Bonds	Sidewalk Installation	Park Land Dedication	Street Improvements	Economic Development	W/S Operations	2016 W/S Construction Bonds	Water CIP/ Impact Fee	Sewer CIP/ Impact Fee	W/S Revenue Debt	Vehicle Replacement
Property Taxes	\$14,962,443	\$3,237,867	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Tax	6,158,579									1,534,124	511,374						
Franchise & Local Taxes	1,731,248																
Licenses & Permits	849,000																
Intergovernmental Revenue	548,017																
Charges for Services	776,645				27,000				42,000			12,274,634		417,600	168,000		
Fines & Forfeitures	724,960																
Interest	118,783	5,281	1,307	1,337	2,002	292	86,403	245	1,232	12,616	2,798	94,209	58,710	1,720	1,133	7,307	6,578
Vehicle Lease Reimbursements	-																550,817
Other Miscellaneous Receipts	333,953			175,000								375,125					
Transfers from Other Funds	1,457,690															3,332,100	
* Use of Fund Balance / Retained Earnings					7,826		6,280,711		124,587	2,546,868	415,843		2,901,398				
Total Revenues	\$27,661,318	\$3,243,148	\$1,307	\$176,337	\$36,828	\$292	\$6,367,114	\$245	\$167,819	\$4,093,608	\$930,015	\$12,743,968	\$2,960,108	\$419,320	\$169,133	\$3,339,407	\$557,395
Expenditures																	
Personnel	\$19,061,661				\$22,430							\$2,171,095					
Supplies	1,104,120											249,095					
Maintenance	930,068											599,174					
Services	6,012,205			41,280	14,398						2,000	4,582,211					
Capital Outlay	553,264						6,367,114		167,819	4,093,608	912,015	648,900	2,960,108			3,332,100	316,766
Debt Services		3,217,119															
Other				135,057								159,801					
Total Expenditures before Transfers	\$27,661,318	\$3,217,119	\$0	\$176,337	\$36,828	\$0	\$6,367,114	\$0	\$167,819	\$4,093,608	\$914,015	\$8,410,276	\$2,960,108	\$0	\$0	\$3,332,100	\$316,766
Transfers to Other Funds											16,000	4,223,790		400,000	150,000	0	
Total Expenditures	\$27,661,318	\$3,217,119	\$0	\$176,337	\$36,828	\$0	\$6,367,114	\$0	\$167,819	\$4,093,608	\$930,015	\$12,634,066	\$2,960,108	\$400,000	\$150,000	\$3,332,100	\$316,766
Revenue Over / (Under) Expenditures	\$0	\$26,029	\$1,307	\$0	\$0	\$292	\$0	\$245	\$0	\$0	\$0	\$109,902	\$0	\$19,320	\$19,133	\$7,307	\$240,629

2018 ANNUAL REPORT
FRIENDSWOOD SENIOR CITIZEN ADVISORY COMMITTEE
NANCY MASTROFRANCESCO, CHAIR

Like almost everyone in Friendswood, we are still recovering from the effects of Hurricane Harvey because our members were affected. Some were temporarily displaced, and some have not returned or are still busy dealing with their own damage. Part of our building has been used by other city departments whose offices were flooded. The Parks and Recreation Department moved into their new offices in July. The Friendswood Public Works Department is still working out of our building. The Friendswood Library has generously allowed us to use their space for our Tai Chi and Chair Yoga classes. In fact, those two classes have grown due to the larger space available.

Our average attendance since last October is about 370 visits per week. We have approximately 800 members enrolled in our program. Fortunately, they don't all come at the same time--only to participate in the activities that interest them. Some attend several times a week while others only come for special events or trips. We have a wide variety of activities to appeal to our diverse and active senior citizens.

Our 3 weekly exercise programs are still very popular. These are our largest regular classes. We also offer Tai Chi, Yoga and Chair Yoga, Zumba Gold, and a fitness room. Chair Volleyball continues to be an exciting and popular activity. Line Dancing, Tap Dancing, and Clogging are also popular. Our dancers occasionally provide entertainment for our socials, as well as for area nursing and assisted-living homes.

We continue to learn with classes for Painting, Photography, Spanish, Recorder and Ukulele. Our crochet class makes hats and lap blankets for hospitals. Twice yearly AARP Smart Driver courses are offered. We also have guest speakers on topics such as Medicare and Veterans' benefits, hearing/communication solutions with Clear Captions, avoiding scams, dealing with stress, and planning healthy meals.

Games are very popular. We have Bridge, Bunco, Dominoes, Mah-jongg, Wii Bowling tournaments, Bingo, and Canasta classes have recently been added. But the most popular game is Hand & Foot. Due to popular demand, 2 monthly tournaments have been added to our calendar. They started with 2 tables, which is now 4, and possibly a 5th table may be added. Karaoke has been returned to our schedule once monthly.

Transportation to and from our building, monthly shopping trips, and out to lunch or breakfast is provided for our members who are not able to drive. We also used it for 32 field trips in the last year. We toured the Ronald McDonald House in Galveston and delivered donations that we had collected for their guests. We visited a Lavender Farm in Brenham, several museums, historic homes, and enjoyed Asian culture and history at Lucky Land. The "Beethoven for All" performance was enjoyed at the Wortham Theater and we attended the College of the Mainland Spring Concert where one of our members played. We toured the Magical Winter Lights, Anheuser Bush facility, Lanier Theological

Library, Minute Maid Park, Discovery Garden, the American Undersea Warfare Center, and went on the Baywatch Dolphin Tour boat. Trips were made to the Houston Rodeo, Galveston County Fair & Rodeo, and the Houston Police Mounted Patrol facility where we learned how to feed a treat to a horse. We also attended 2 Astros games and went to the Pasadena Opry 7 times. I believe our first ever Mystery Trip was the most successful. Only the members of our committee knew the destination until everyone was on the bus. It was a special VIP tour of NASA, arranged by our new mayor, Mike Foreman. We had many enthusiastic, positive comments about the tour.

Our seniors love to travel. We added a 2nd trip to Couthatta in 2017, and a 3rd trip was added this year. Forty cruisers enjoyed a 5-night Western Caribbean cruise in January. Our 6th cruise is planned for January 2019 and will be a 7-night Western Caribbean cruise to Cozumel, Grand Cayman, and Jamaica.

There are many social activities available, such as our Fall Picnic and our Spring Picnic and Easter Egg Hunt, both held at Stevenson Park. We had a Watermelon Bash & Bingo plus two new socials: Wacky Hat Luncheon and Pajama Day. Holiday socials include a Veterans Day Luncheon, Thanksgiving Potluck, Breakfast with Santa, Valentine's Day Luncheon, Go Texan Day Luncheon, Cinco de Mayo Luncheon, Mothers' Day Tea, and Donuts for Dads. We also have monthly movie matinees, complete with popcorn, snacks and lemonade. There are occasional trips to local theaters to view newer movies. New this year was a National Senior Citizens Day celebration. It was originally observed on August 14, the day that President Franklin Roosevelt signed the Social Security Act in 1935. However, President Ronald Reagan declared August 21 to be National Senior Citizens Day, in honor of senior citizens who made positive contributions in their communities.

Special events include our 2 fundraisers. The Spaghetti Luncheon in March raised \$1,472 this year compared with \$643 in 2017. The BBQ Lunch in June raised \$1,108 this year compared with \$408 in 2017. These fundraisers help to support our activities.

Other special events include a Health Fair, Casino Extravaganza, and our Christmas in September Craft Market. Forty-one vendors have signed up, including 8 outside. Last year we had 24 vendors--2 weeks after Hurricane Harvey. This is a very popular event for our crafters, but we are unable to accommodate more vendors due to space limitations.

Landscaping has been replaced in front of our building which really spruces it up and makes it more inviting. A long-anticipated sidewalk from the Activity Building to the Library has been completed and is being enjoyed. There is talk of a Walking Club, perhaps when the weather cools.

We appreciate the community support and want to thank our local businesses that generously sponsor or contribute to the success of many of our events. Our classes are taught by volunteers and we appreciate their time and dedication. We are always looking for people who are willing to share their talents with us.

Most of all we would like to thank the staff of the Senior Citizens Program: Genie Balderaz, Senior Program Manager; Jamie Eubanks, Assistant Senior Program Manager; and Cel Lopez, Aide. They are creative and enthusiastic and do an outstanding job under the able leadership of Michael Boyett, Recreation Superintendent.

We have lost some members, but we also are gaining new members. We credit part of our increases to the use of social media. In addition to listings in the local newspaper, information is being shared on Facebook. The Parks and Recreation Department posts upcoming special events and we share that information on our own pages. A new video showcasing the Senior Citizens Program has been posted on the City website. It was filmed and edited by a Community Service worker who did a great job. One of the people interviewed is our oldest active member who will be 97 years old next month. Anyone who is at least 50 is welcome to join in the fun. Check out our bimonthly newsletters and calendars that are posted on the City website and are available at the Friendswood Activity Building.

The Friendswood Senior Citizens Program is still a well-kept secret, but we are getting the word out.

Nancy Mastrofrancesco

Chair, Senior Citizen Advisory Committee

Collection Report To the City of Friendswood

Submitted by: Michael J. Darlow
Perdue Brandon Fielder Collins & Mott, LLP
www.pbfcmm.com





Michael J. Darlow
Attorney
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Houston, Texas 77008
p: 713-862-1860
f: 713-862-1429
d: 713-802-6900
mdarlow@pbfcmlaw.com

August 20, 2018

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

RE: Delinquent Tax and Fine & Fee Report

Dear Mayor Foreman and Council Members:

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

TAX COLLECTION ACTIVITY

Based upon the tax office reports, as of July 1, 2018, the total amount of outstanding base taxes due through the 2017 tax year was \$489,894. Of that amount, the 2017 tax year balance was \$292,105. It should also be noted that over \$97,000 of the delinquent taxes owed involved accounts with over 65 deferrals and cannot be collected at this time. In general, our activities consist of several legal and quasi-legal efforts that are designed to produce payment from the individuals and companies owing delinquent taxes to the City. These efforts include mailing demand letters, lawsuits, tax sales, tax resales, seizures, address research, title research on real property and individual contact with your taxpayer's and lienholders.

I have enclosed graphs detailing our collection results for the 2012 - 2016 tax years, a 2017 pie chart showing how much was collected thru June, 2018 and pie charts reflecting the status of the delinquent accounts by the breakdown of taxes by year and by status.

FINE AND FEE COLLECTION ACTIVITY

Regarding our fine and fee collections, historically \$8,896,725 has been turned over to us to collect. Based upon our records we have collected \$7,063,749 (\$3,557,336 in cash and \$3,506,413 in non-cash resolution) for a total liquidation rate of 79.40%. We have mailed out over 53,719 notices. I have attached a chart giving you a snap shot of how much money was released to our firm to collect, our collection results to date, how many notices we have sent and addresses and phone numbers we have corrected, along with the number of contacts we have made. Additionally, we have attached three maps detailing the location of debtors in the Gulf Coast area and nationwide.

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

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

Very Truly Yours,

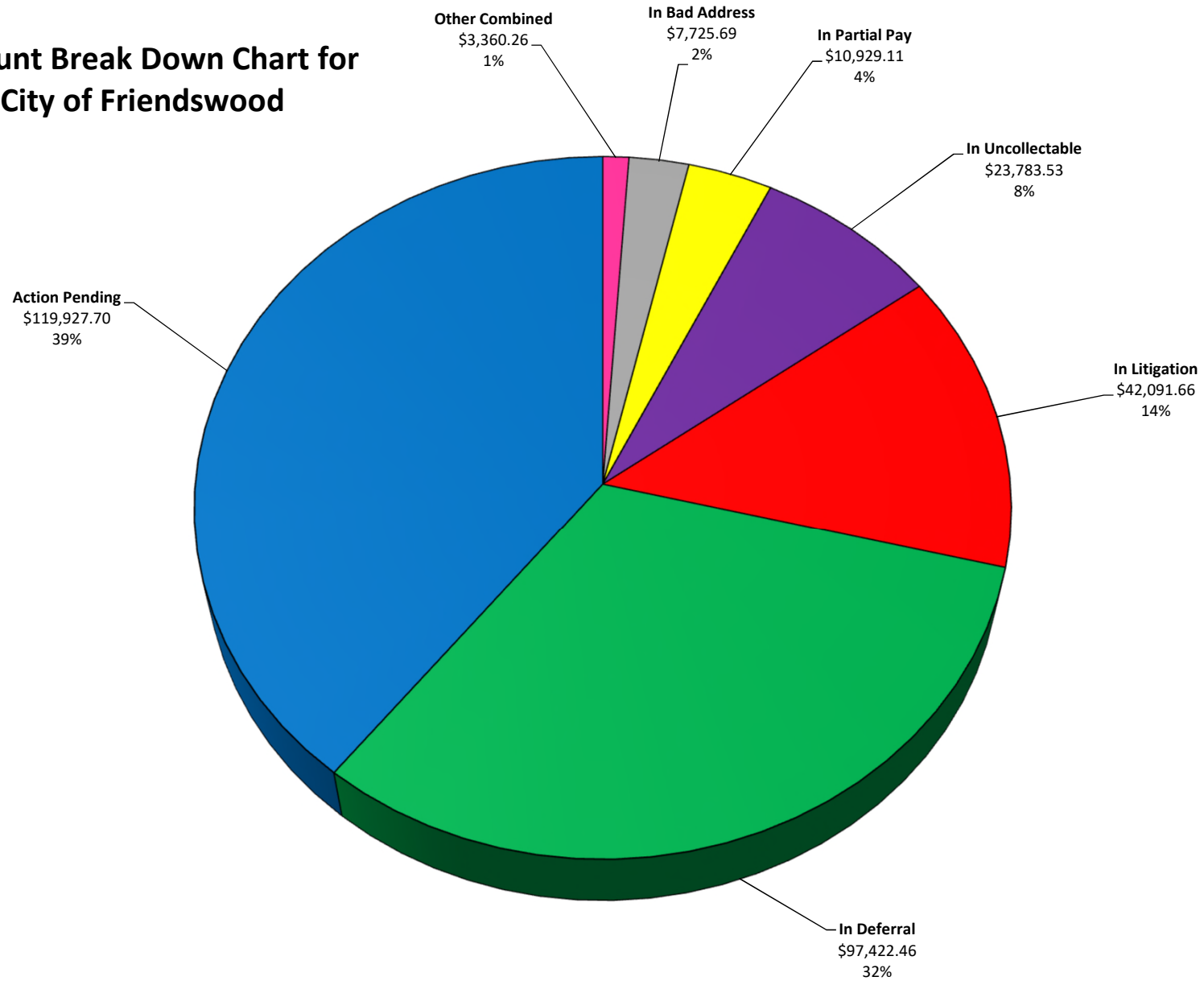
A handwritten signature in blue ink that reads "Michael J. Darlow". The signature is written in a cursive, flowing style.

Michael J. Darlow

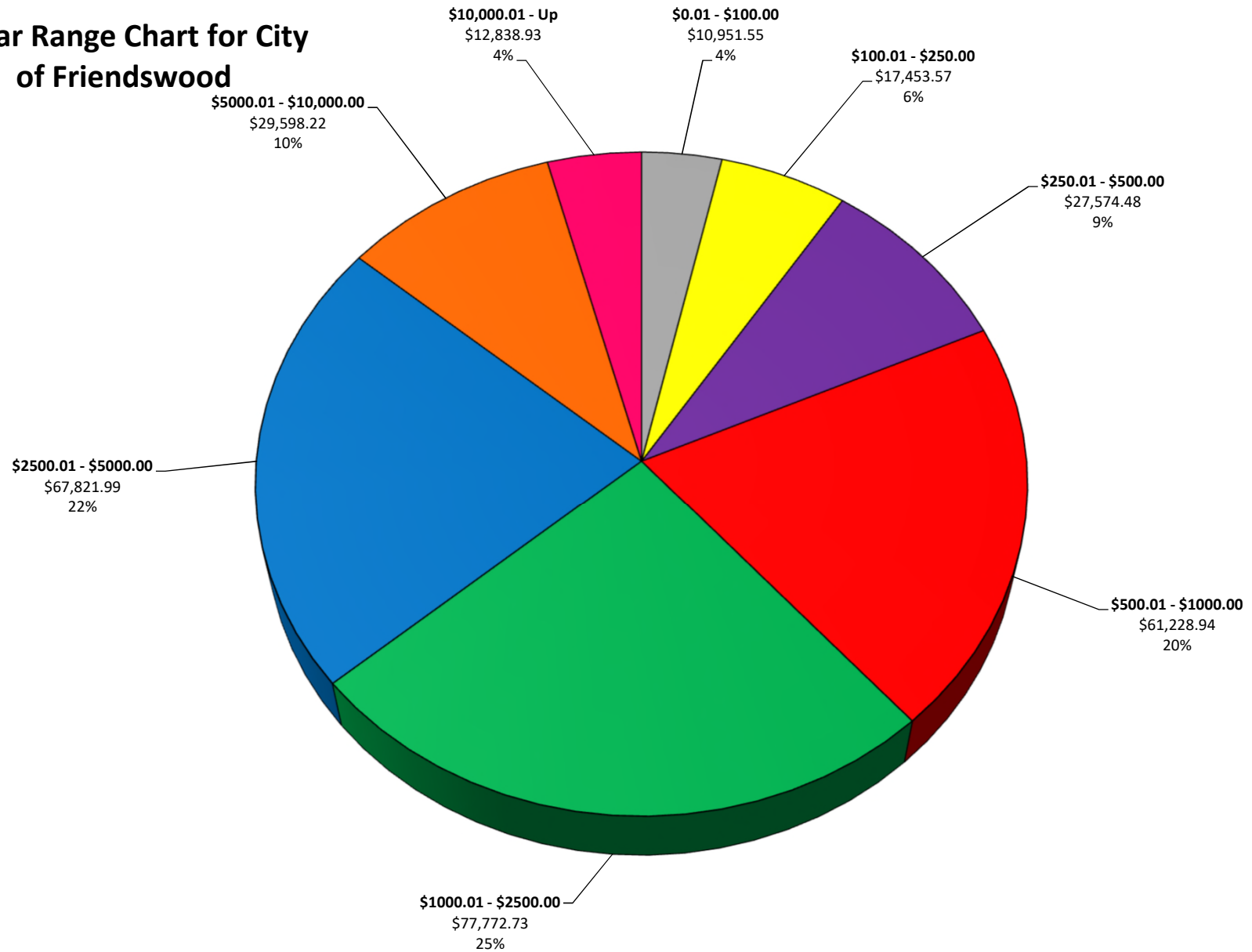
MJD/ras

Enclosure (s)

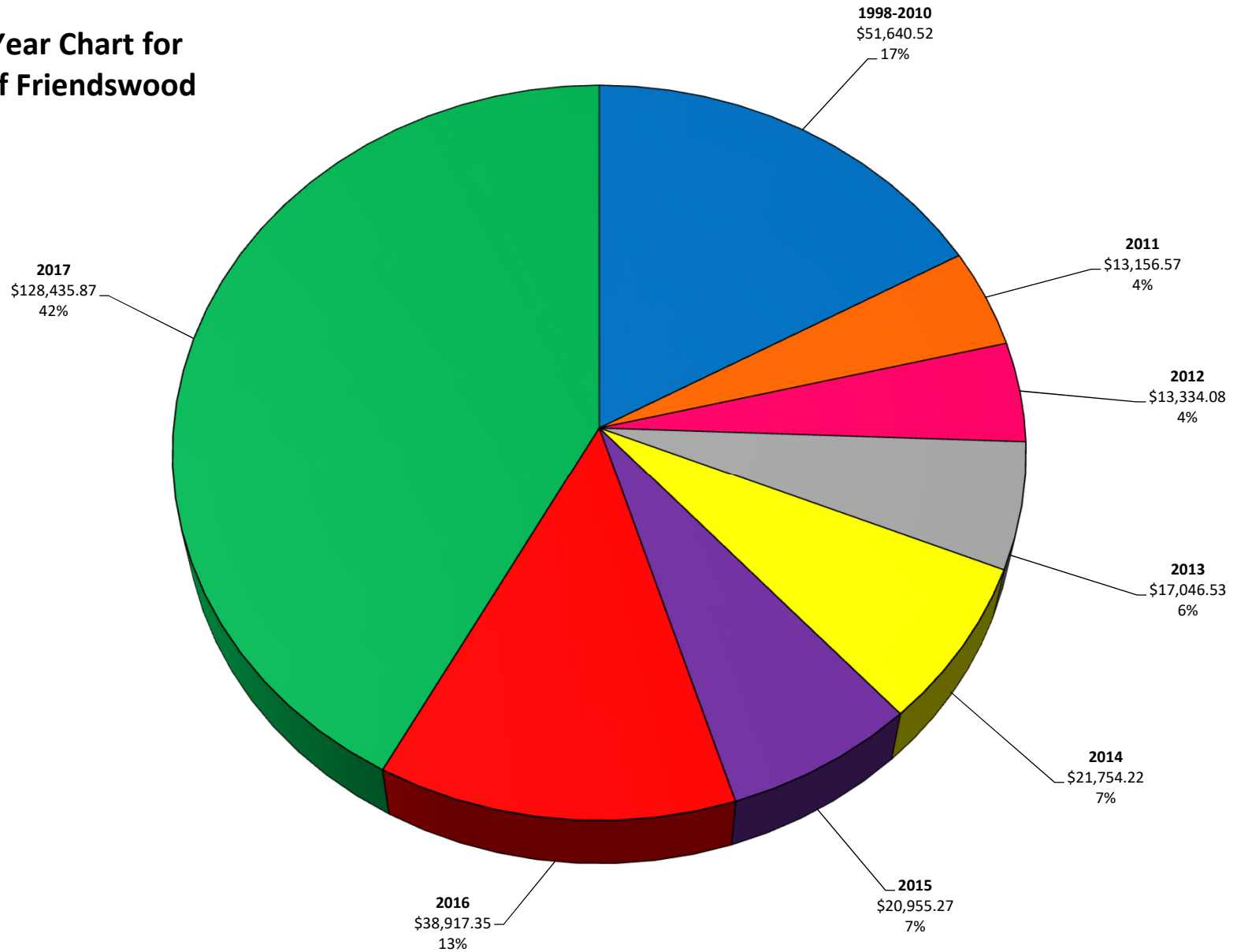
Account Break Down Chart for City of Friendswood



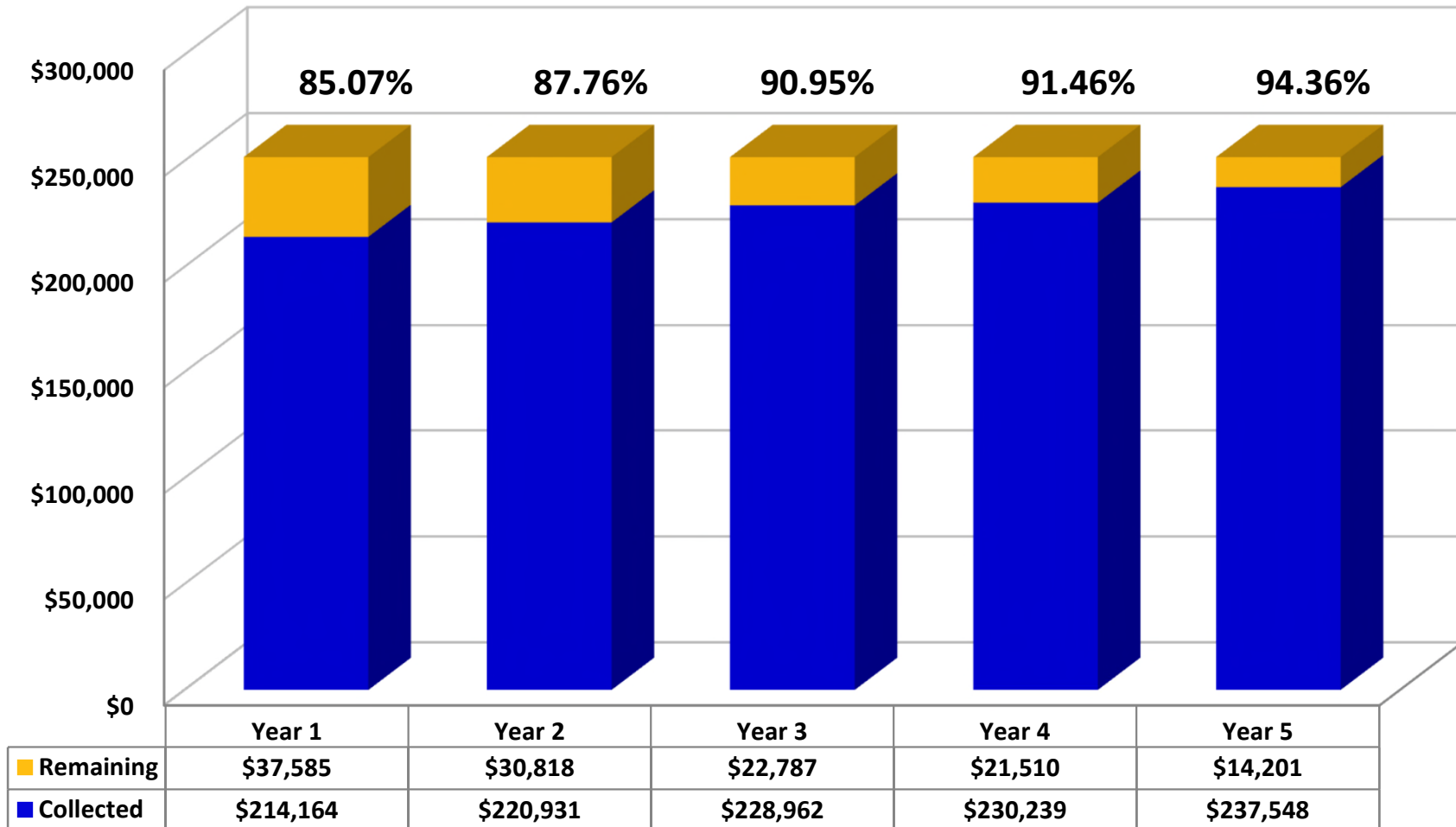
Dollar Range Chart for City of Friendswood



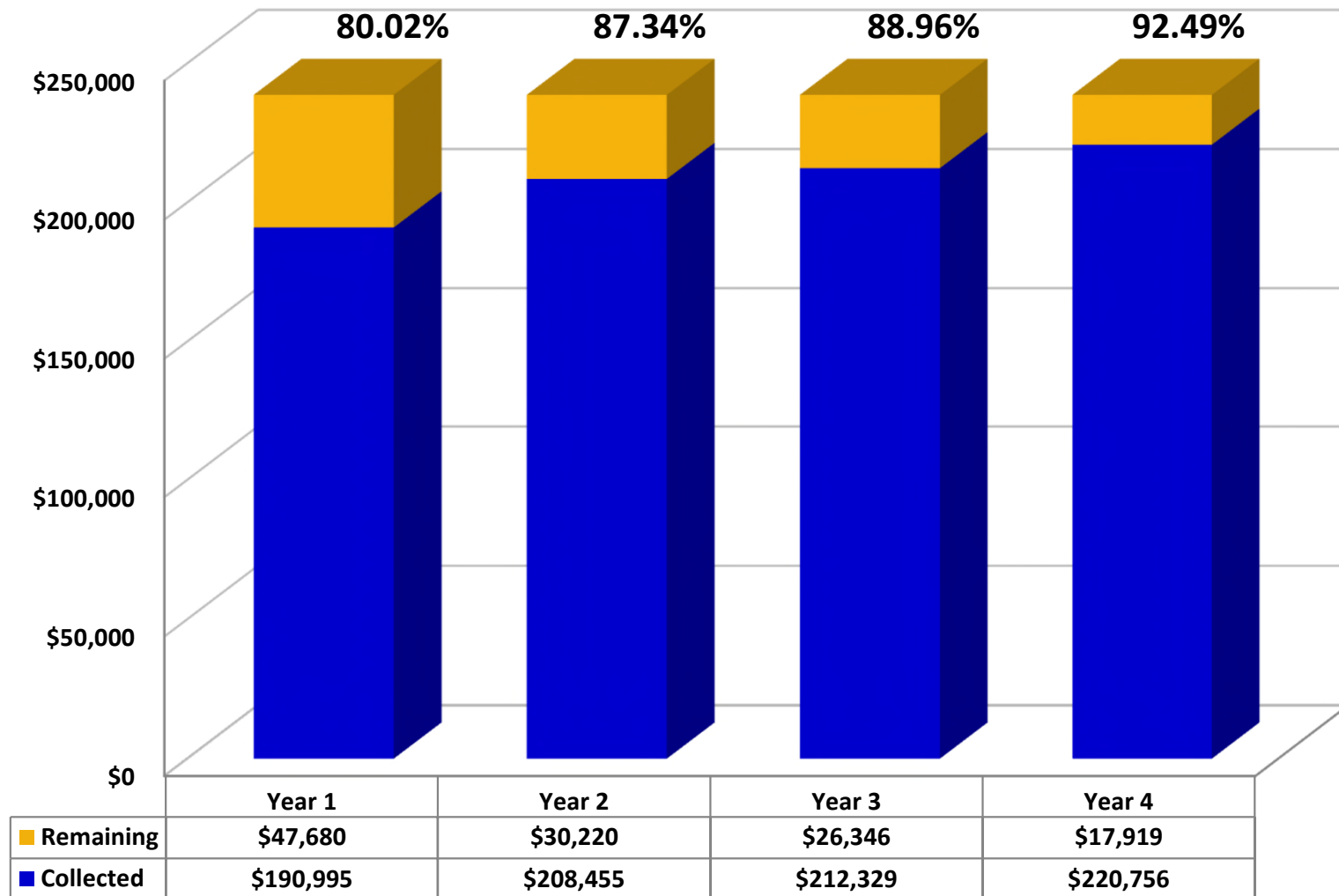
Tax Year Chart for City of Friendswood



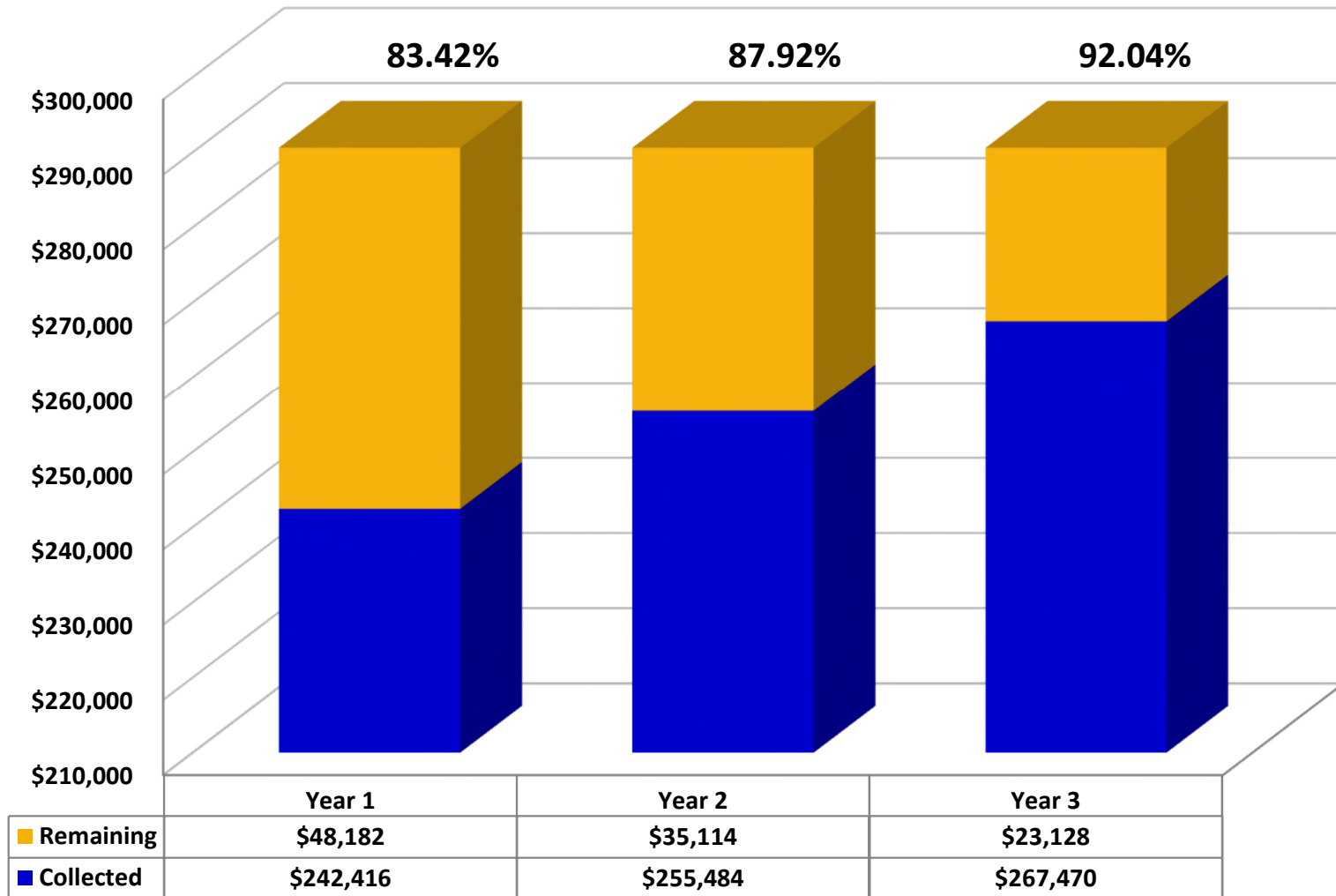
City of Friendswood 2012 Percentage of Collection



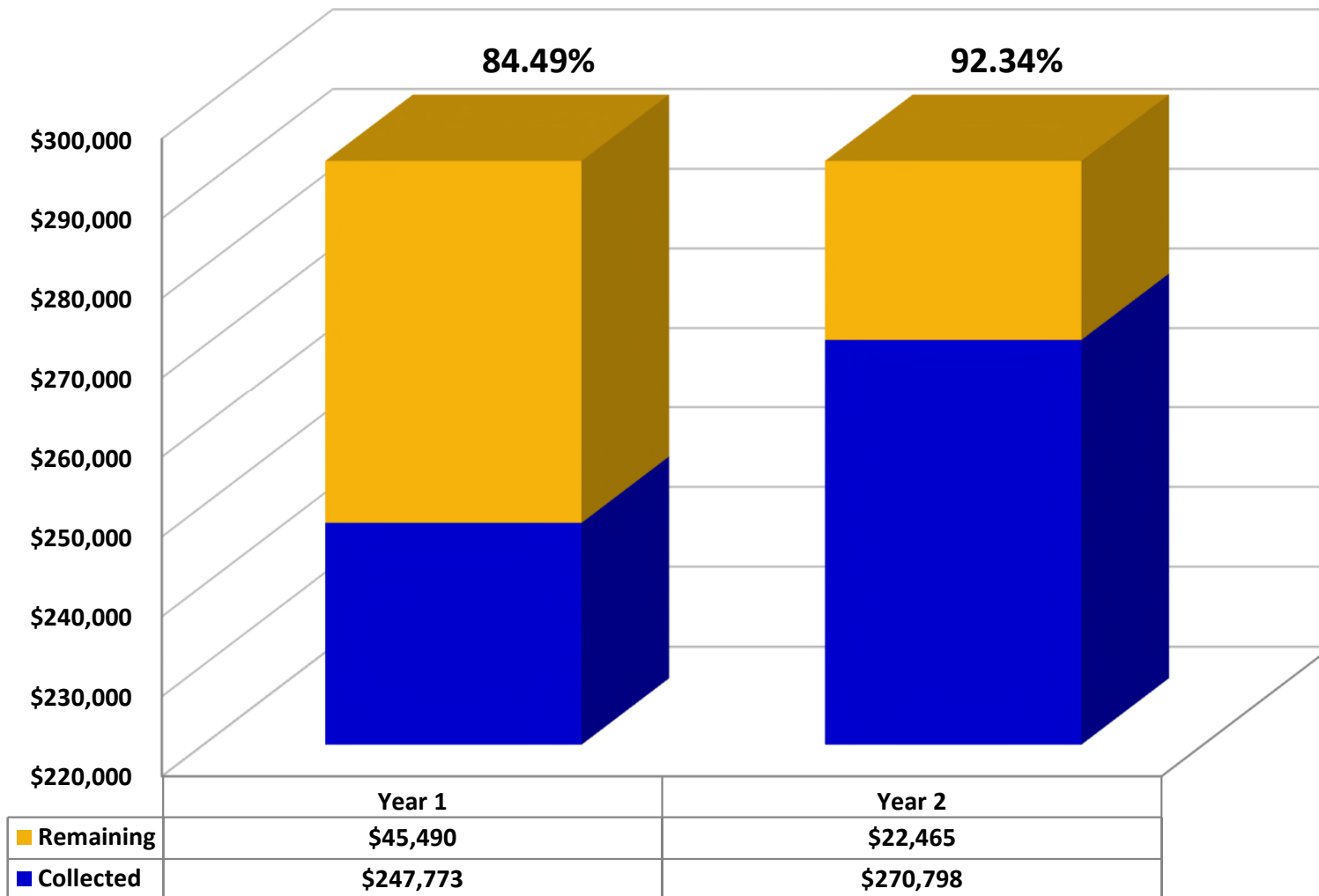
City of Friendswood 2013 Percentage of Collection



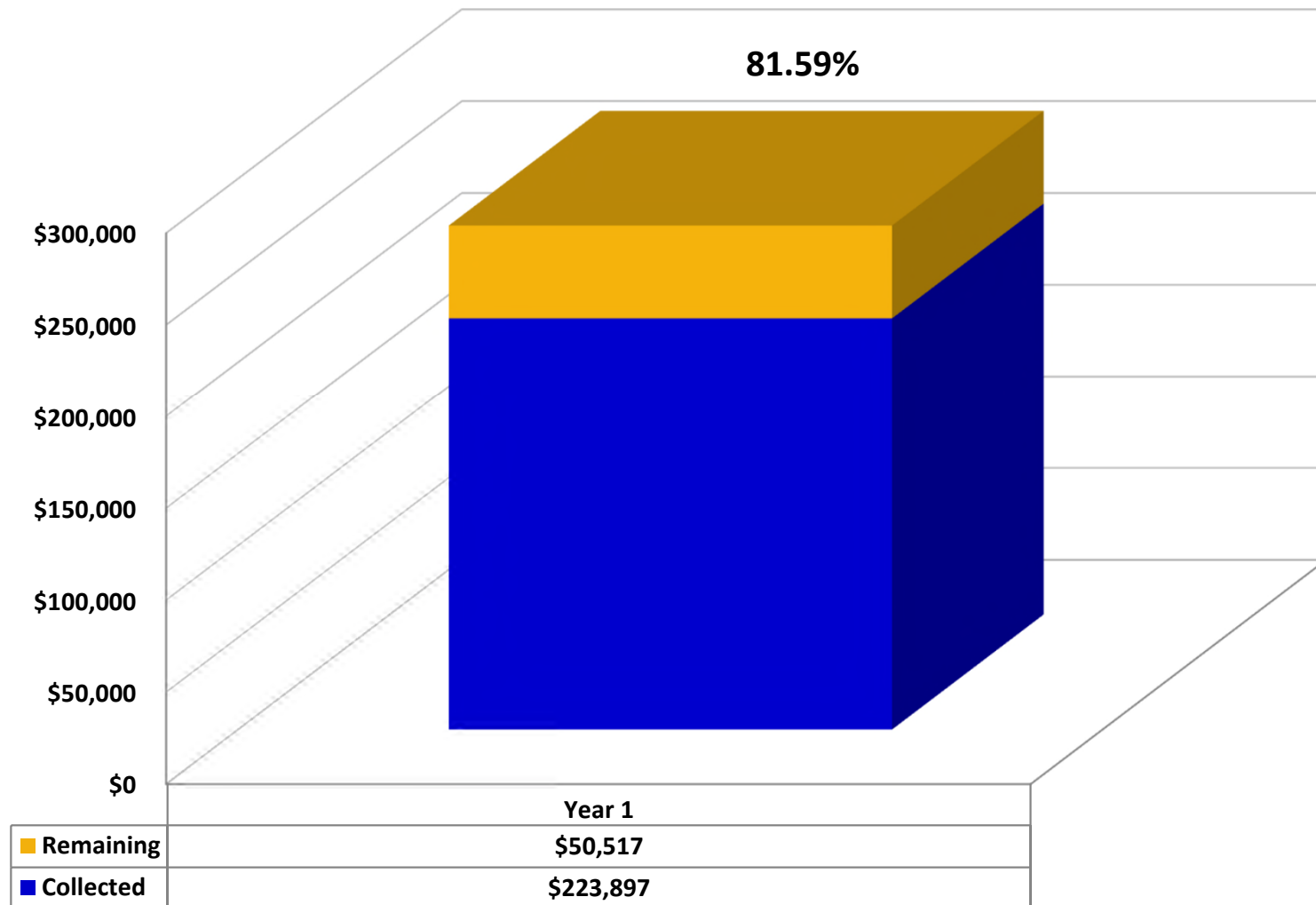
City of Friendswood 2014 Percentage of Collection



City of Friendswood 2015 Percentage of Collection



City of Friendswood 2016 Percentage of Collection



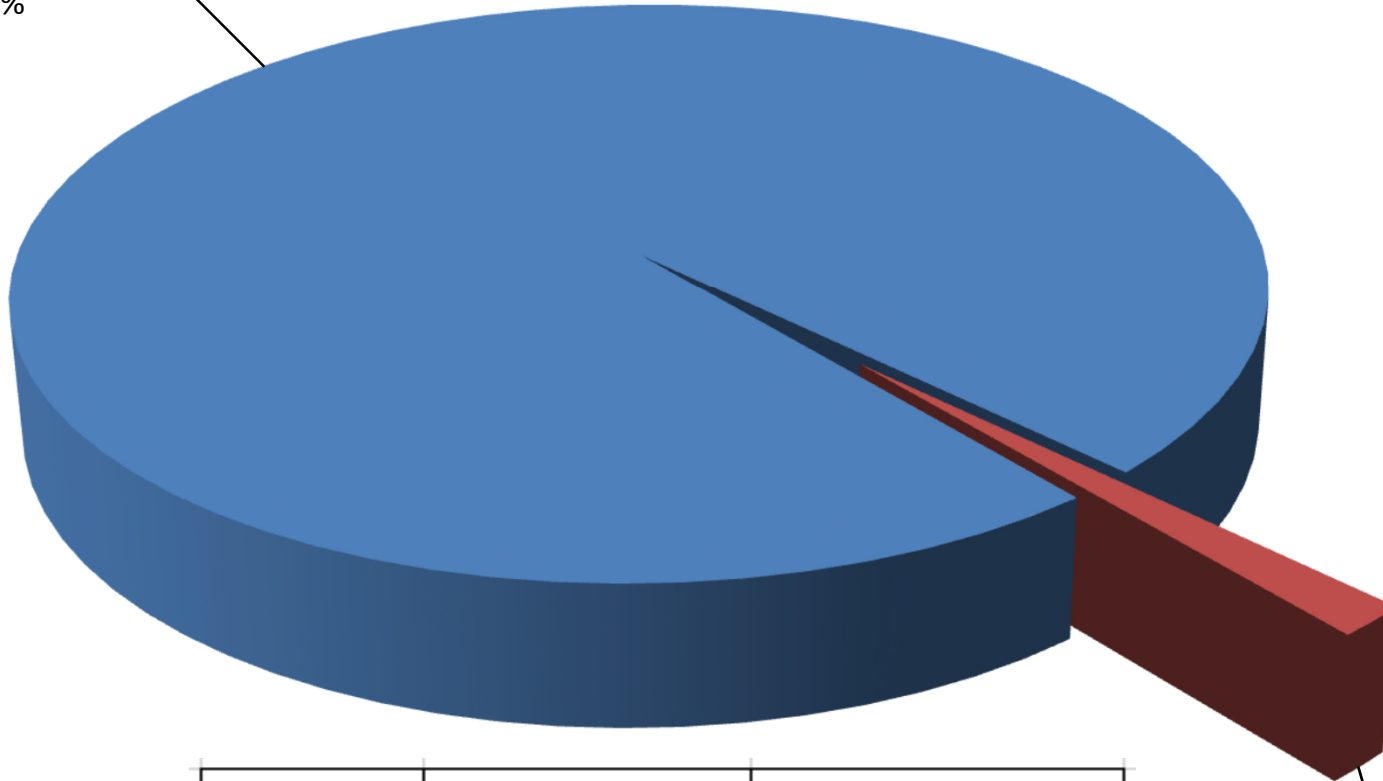
City of Friendswood

2017 Tax Year - Tax Collections

\$17,472,601 Total Levy of 2017 Base Tax*

***Amounts Provided by the Galveston County Tax Office**

Base Tax Collected
\$17,180,496
98.33%

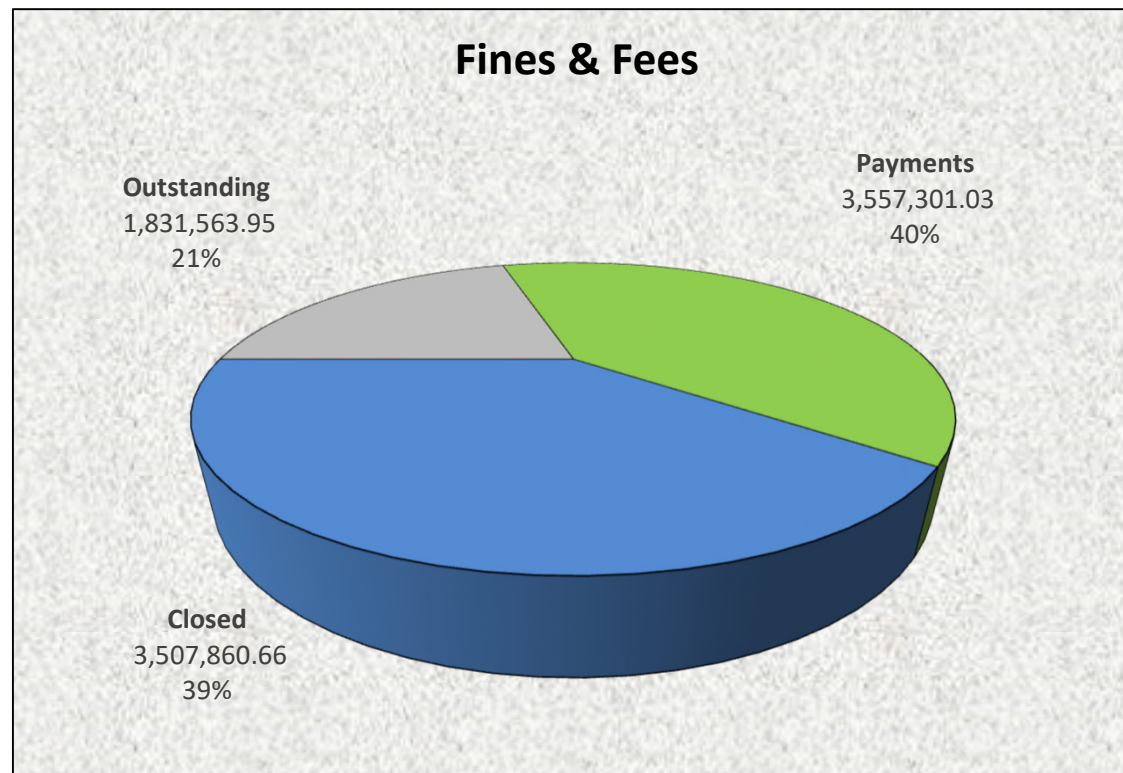


Base Tax Remaining
\$292,106
1.67%

Total Levy	Base Tax Collected as of June 30, 2018	Base Tax Remaining as of June 30, 2018
\$17,472,601	\$17,180,496	\$292,106
	98.33%	1.67%

Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Collection Report as of August 17, 2018
City of Friendswood

<u>Total Turnover</u>		<u>Payments and/or Partial Payments</u>			<u>Dismissed/Cleared</u>			<u>Total \$ %</u>	<u>Address</u>	<u>Letters</u>	<u>Phone #</u>	<u>Phone</u>
<u>\$</u>	<u>#</u>	<u>\$</u>	<u>#</u>	<u>% of \$</u>	<u>\$</u>	<u>#</u>	<u>% of \$</u>	<u>cleared</u>	<u>Correction</u>	<u>Mailed</u>	<u>Changes</u>	<u>Contacts</u>
8,896,725.64	18,286	3,557,301.03	12,853	39.98%	3,507,860.66	9,665	39.43%	79.41%	11,208	53,719	11,538	14,150



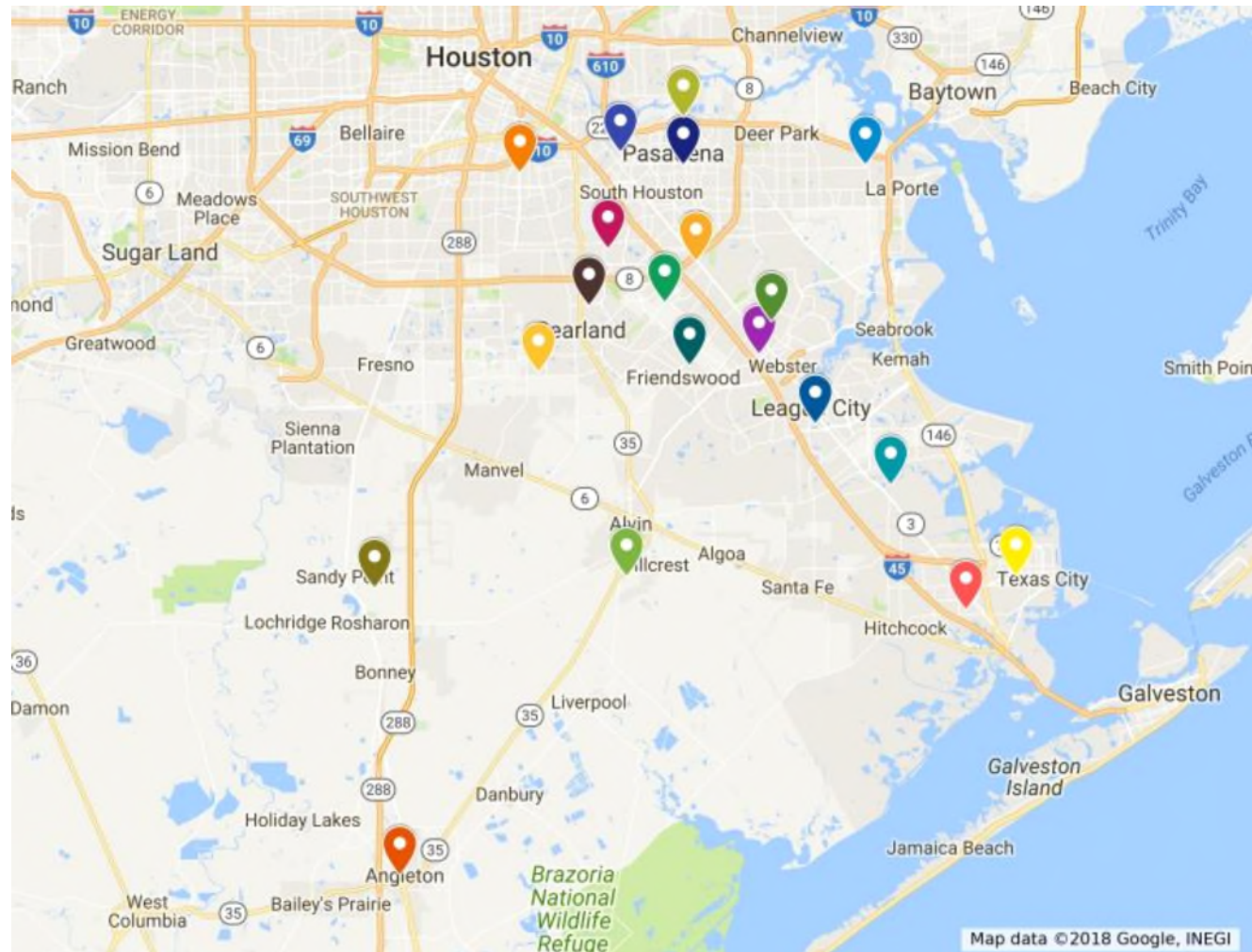
Docket Age Report Summary

For: Friendswood City Fines And Fees

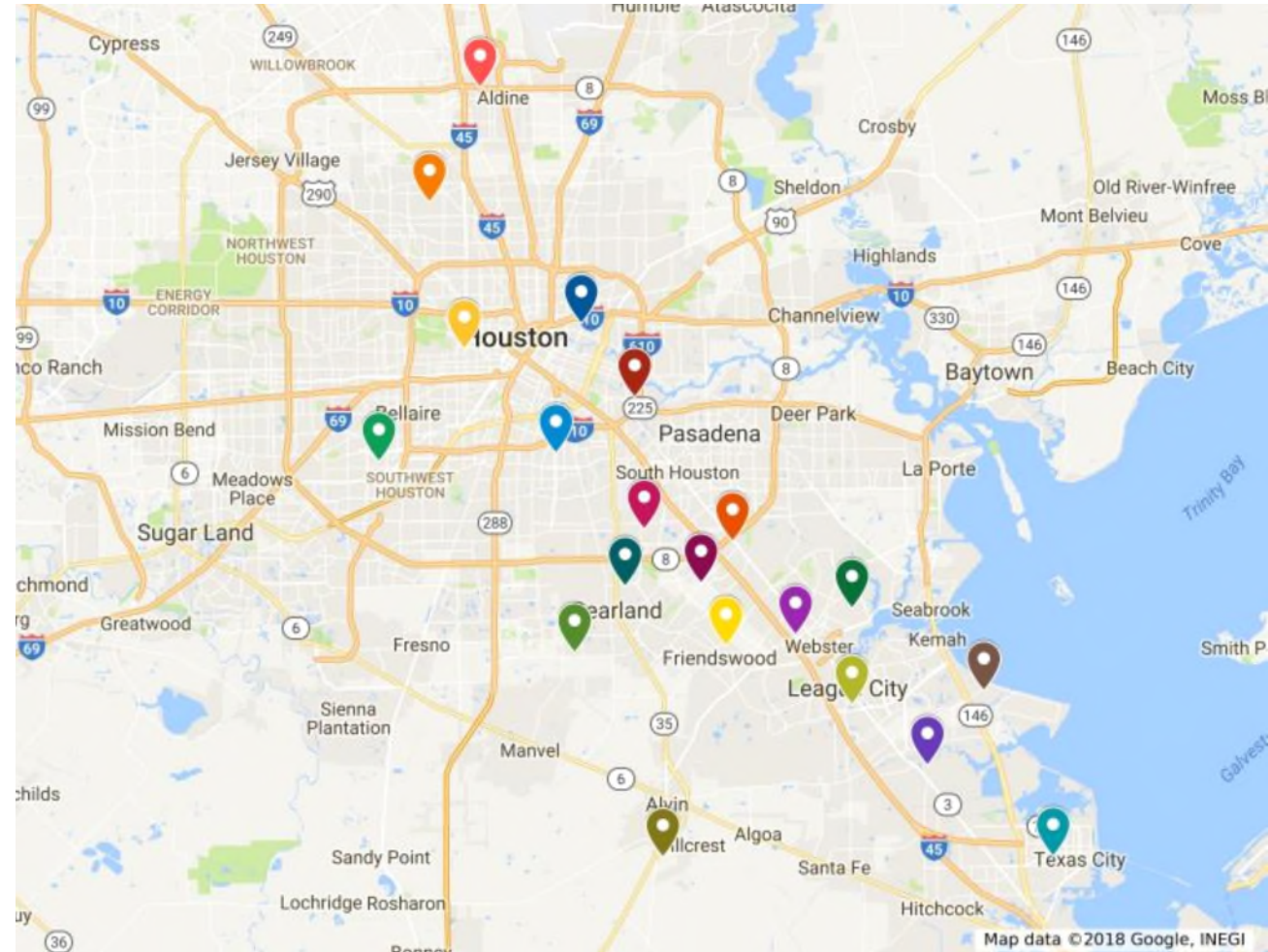
Year Of Offense	Offense Age In Years	Total Dollar Amount Turned Over	Total Dollar Amount Due	Total Dollar Amount Paid	Percent Paid	Total Dollar Amount Non Cash	Percent Non Cash	Total Dollar Amount Liquidated	Percent Liquidated
2018	0	\$109,570.50	\$108,670.90	\$449.80	0.41%	\$449.80	0.41%	\$899.60	0.82%
2017	1	\$422,524.05	\$264,447.95	\$121,024.80	28.64%	\$37,051.30	8.77%	\$158,076.10	37.41%
2016	2	\$600,536.75	\$308,862.66	\$119,096.25	19.83%	\$172,577.84	28.74%	\$291,674.09	48.57%
2015	3	\$315,857.82	\$135,350.21	\$83,297.81	26.37%	\$97,209.80	30.78%	\$180,507.61	57.15%
2014	4	\$585,483.17	\$215,387.08	\$201,762.06	34.46%	\$168,334.03	28.75%	\$370,096.09	63.21%
2013	5	\$565,334.97	\$169,869.34	\$191,910.78	33.95%	\$203,554.85	36.01%	\$395,465.63	69.95%
2012	6	\$614,517.27	\$134,503.12	\$221,646.78	36.07%	\$258,367.37	42.04%	\$480,014.15	78.11%
2011	7	\$794,898.04	\$126,323.11	\$342,788.92	43.12%	\$325,786.01	40.98%	\$668,574.93	84.11%
2010	8	\$730,741.09	\$67,624.78	\$309,385.47	42.34%	\$353,730.84	48.41%	\$663,116.31	90.75%
2009	9	\$772,682.91	\$48,992.07	\$388,230.49	50.24%	\$335,460.35	43.42%	\$723,690.84	93.66%
2008	10	\$839,830.18	\$42,007.38	\$443,480.78	52.81%	\$354,342.02	42.19%	\$797,822.80	95.00%
2007	11	\$701,831.94	\$39,038.70	\$360,733.75	51.40%	\$302,059.49	43.04%	\$662,793.24	94.44%
2006	12	\$697,017.53	\$52,953.25	\$312,164.58	44.79%	\$331,899.70	47.62%	\$644,064.28	92.40%
2005	13	\$513,653.78	\$46,618.98	\$193,788.76	37.73%	\$273,246.04	53.20%	\$467,034.80	90.92%
2004	14	\$394,738.22	\$35,692.76	\$171,769.82	43.51%	\$187,275.64	47.44%	\$359,045.46	90.96%
2003	15	\$188,715.91	\$25,297.41	\$73,260.80	38.82%	\$90,157.70	47.77%	\$163,418.50	86.59%
2002	16	\$21,730.72	\$2,780.70	\$10,622.62	48.88%	\$8,327.40	38.32%	\$18,950.02	87.20%
2001	17	\$11,470.16	\$2,310.00	\$5,358.78	46.72%	\$3,801.38	33.14%	\$9,160.16	79.86%
2000	18	\$5,210.99	\$1,661.71	\$1,450.78	27.84%	\$2,098.50	40.27%	\$3,549.28	68.11%

1999	19	\$3,794.00	\$1,487.84	\$1,354.58	35.70%	\$951.58	25.08%	\$2,306.16	60.78%
1998	20	\$1,779.74	\$422.50	\$678.62	38.13%	\$678.62	38.13%	\$1,357.24	76.26%
1997	21	\$249.60	\$0.00	\$0.00	0.00%	\$249.60	100.00%	\$249.60	100.00%
1996	22	\$1,534.20	\$0.00	\$1,403.40	91.47%	\$130.80	8.53%	\$1,534.20	100.00%
1994	24	\$120.00	\$0.00	\$0.00	0.00%	\$120.00	100.00%	\$120.00	100.00%
1993	25	\$787.00	\$280.00	\$507.00	64.42%	\$0.00	0.00%	\$507.00	64.42%
1992	26	\$1,770.60	\$981.50	\$789.10	44.57%	\$0.00	0.00%	\$789.10	44.57%
1990	28	\$344.50	\$0.00	\$344.50	100.00%	\$0.00	0.00%	\$344.50	100.00%
		\$8,896,725.64	\$1,831,563.95	\$3,557,301.03	39.98%	\$3,507,860.66	39.43%	\$7,065,161.69	79.41%

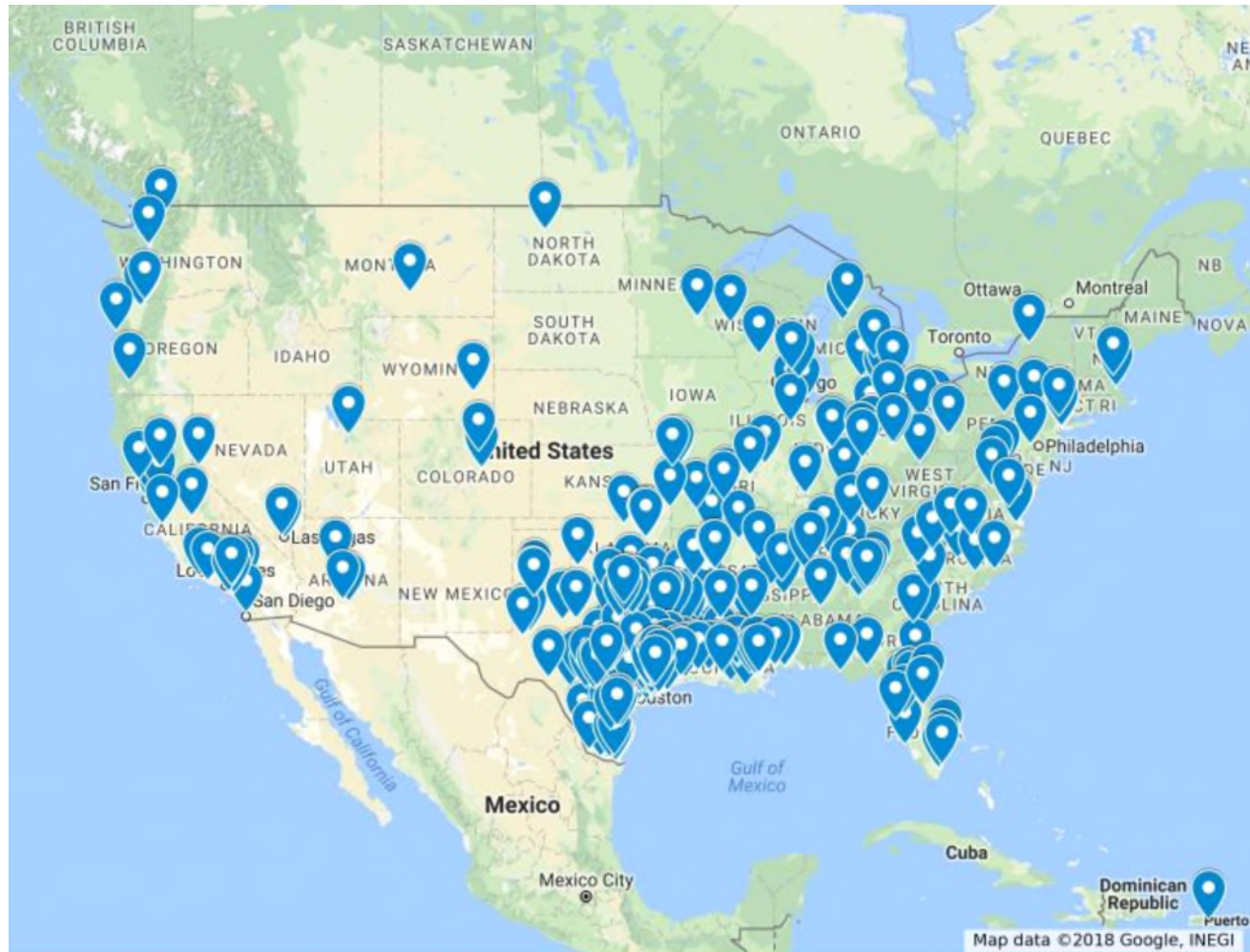
City of Friendswood Top 20 Valid Address Accounts



City of Friendswood Top 20 Bad Address Accounts



City of Friendswood All Accounts





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: 09.10.18

Date Submitted: 08.21.18

Dept. Clearances: Morad Kabiri

Prepared by: Rhonda Boskas

Subject: Proposed Ad Valorem Tax Rate

Originating Department: Administrative Services

City Attorney Review: Yes

Proceeding: Discussion and Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Since the delivery of the proposed budget back in August, certified property values have been received from Galveston and Harris counties. There are legal posting and publication requirements based on Council's decision regarding the ad valorem tax rate.

If the proposed tax rate is the effective tax rate or less, no additional hearings or publications will be required.

If Council proposes a tax rate that is greater than the effective rate or the rollback rate (whichever is lower), we will have additional publication and hearing requirements. As delineated on the attached schedule, to meet an adoption date of October 1, 2018, we would need to hold public hearings on September 19 and September 24.

During the September 10, 2018 City Council meeting, action would be needed to take a record vote on the proposed tax rate, approve the public hearings meeting dates and announce the meeting to adopt the tax rate. The meeting to adopt the tax rate will need to be announced during each public hearing.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

RECOMMENDATIONS

N/A

ATTACHMENTS

[Budget and Tax Rate Adoption Schedule](#)

Budget & Tax Rate Adoption Calendar
(Adopting Tax Rate other than Effective)

- 5/1 Mailing of notices of appraised value by chief appraiser
- 5/15 Deadline for submitting appraisal records to ARB
- 7/20 Deadline for ARB to approve appraisal records
- 7/25 Deadline for chief appraiser to certify rolls to taxing units
- 8/29 Publication of Notice of Public Hearing on Proposed Budget
- 9/6 72 hour notice of Public Hearing on Budget (Open Meetings Notice)
- 9/10 Public hearing on Budget
- 9/10 Meeting of governing body to discuss tax rate; if proposed tax rate will exceed the rollback or effective tax rate (whichever is lower) take record vote and schedule public hearings.
- 9/12 Publication of proposed property tax rates and hearing schedule (if applicable); submission to governing body.
- 9/14 72 hour notice for Public Hearing (Open Meetings Notice)
- 9/19 Public Hearing (Must be held 3 days before second public hearing)
- 9/20 72 hour notice for second Public Hearing (Open Meetings Notice)
- 9/24 Second public hearing; schedule and announce meeting to adopt tax rate 3-14 days from this date.
- 9/27 72 hour notice for meeting at which governing body will adopt tax rate (Open Meetings Notice)
- 10/1 Meeting to adopt budget and tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate before September 30 or 60 days after receiving certified appraised roll, whichever is later.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 5, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Award of Contract for Street Maintenance

Proceeding: DP & A

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$1,700,000 Amount Budgeted: \$0

Appropriation Required: \$1,700,000 Source of Funds: Street Improvements
Sales Tax

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Pavement Management Services that had been conducted by Infrastructure Management Services had proposed a five year plan to rehabilitate the City's aging streets. This is the first year of the Pavement Management Plan which is mostly Asphalt Streets. Included in this agenda item is a bid by Angel Brothers Enterprises, Ltd to repave sections the following streets:

- Baker Road
- Clearview Avenue
- Falling Leaf Drive
- Linson Lane
- Moore Road
- Spreading Oaks Avenue
- Viejo Drive
- Wilderness Trail
- Winding Way

In addition Angel Brothers, this agenda item also includes a proposal for material testing (\$49,547) from Geoscience Engineering and Testing and contingency (\$59,722.50).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The streets included in this project are located throughout the City. The benefits will be felt by citizens routinely traveling in various sections.

RECOMMENDATIONS

Four proposals were received in response to RFP 2018-17.

City Staff recommends award to the Apparent Lowest Responsive bidder, Angel Brothers Enterprises, Ltd., in the amount of \$1,590,730.50.

ATTACHMENTS

[Standard Agreement Contract Services – Angel Brothers Enterprises Ltd](#)
[2018 Street Maintenance Program Bid Tabulation Sheet](#)
[Street Map](#)

THE STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 10th day of September, 2018, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Angel Brothers Enterprises, LTD, 5210 West Road, Baytown, TX 77521 (hereinafter called the "CONTRACTOR") acting herein by Kevin Guy, Vice President hereunto duly authorized:

WITNESSETH THAT:

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

ARTICLE I: WORK

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

2018 Street Maintenance Program

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

Replacement of asphalt streets, subgrade and crack seal of concrete street

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 There is no Design Professional on this project.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within eighty (80) calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within ninety (90) calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City five hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay the City one thousand Dollars (\$1,000.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00300 – Unit Price Form.
- 5.2 TOTAL AMOUNT OF BID is One Million Five Hundred Ninety Thousand Seven Hundred Thirty Dollars and Fifty Cents (\$1,590,730.50).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in

accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.

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

ARTICLE VII: INTEREST

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

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

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

- 8.1 The Contractor has examined and carefully studied the Contract

Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.

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

information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

- 9.1 Document 00110 – Invitation to Bidders.
- 9.2 Document 00115 – Instructions to Bidders.
- 9.3 Document 00300(REV2) – Unit Price Form (Pages 1 through 11 inclusive) as included herein.
- 9.4 Document 00400 – Standard Agreement for Contracting Services (this agreement, pages 1 through 8 INCLUSIVE).
- 9.5 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.6 Document 00435 – Wage Scale for Engineering Projects.
- 9.7 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 9.8 Document 00450 – The Contractors Drug-free Workplace Policy.
- 9.9 Document 00455 – Storm Preparation Policy.
- 9.10 Document 00460 – Hazardous Communications Policy.
- 9.11 Document 00465 – Homeland Security Policy.
- 9.12 Document 00470 – Performance Bond, included herein.
- 9.13 Document 00475 – Payment Bond, included herein.

- 9.14 Document 00500 – General Conditions.
- 9.15 Document 00600 – Supplemental Conditions.
- 9.16 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents.
- 9.17 Addenda as issued, included herein.
- 9.18 Any modification, including Change Orders, duly delivered after Execution of the Agreement.

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

ARTICLE X: MISCELLANEOUS

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

ARTICLE XI: ADDRESSES FOR GIVING NOTICES

11.1 The City:

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

11.2 The Contractor:

Angel Brothers Enterprises, LTD
5210 West Road
Baytown, TX 77522

ARTICLE XII: VENUE

- 12.1** Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

ARTICLE XIII: VERIFICATION AND COMPLIANCE WITH STATE LAWS

By signing this Contract and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the consultant verifies they are in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

- 13.1** CONSULTANT is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.
- 13.2** CONSULTANT does not boycott Israel; and
- 13.3** Will not boycott Israel during the term of this Contract.

**EXECUTED IN Three (3) counterparts (each of which is an original)
on behalf of the Contractor by Kevin Guy its Vice President shown
below, and on behalf of the City by Mike Foreman, its Mayor, thereto
duly authorized this 10th day of September, 2018.**

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

Angel Brothers Enterprises, LTD

MAYOR

BY: Vice President

DATE: _____

DATE: _____

ATTEST:

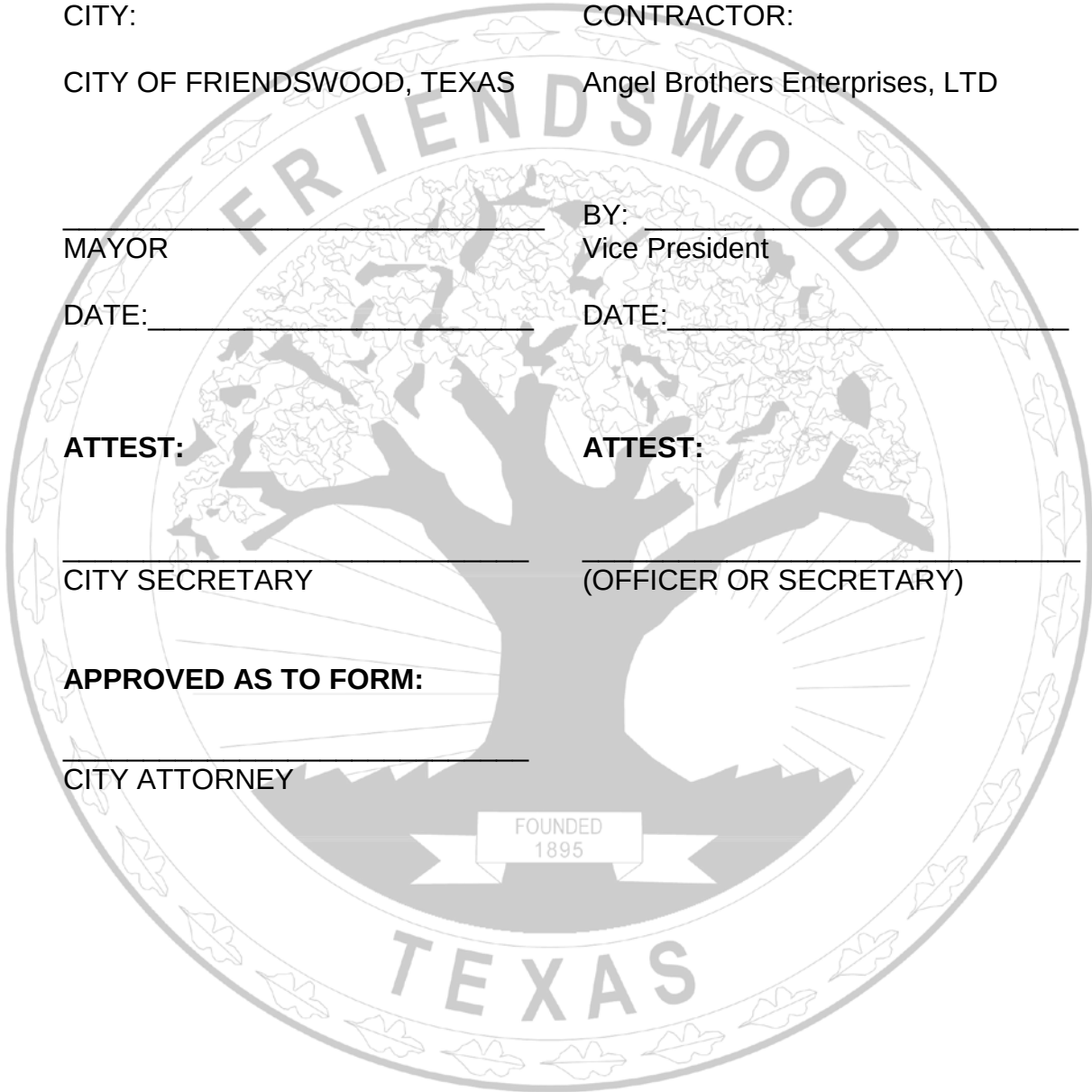
ATTEST:

CITY SECRETARY

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



DOCUMENT 00065

BID TABULATION SHEET

Bid Tabulation For: 2018 Street Maintenance Program											
CONTRACTOR NAME:				A-1 Construction Services		Main Lane Industries, LTD.		Tandem Services LLC		Angel Brothers	
Item Number	Item Description	Unit Amount	Unit	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Traffic Control for all phases of work, Complete In Place.	1	LS	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00
2	Remove Asphalt to subgrade (up to 4" in depth), haul (except as noted on Moore Road) and dispose of asphalt, Complete In Place.	51,121	SY	\$1.00	\$51,121.00	\$2.25	\$115,022.25	\$5.50	\$281,165.50	\$1.80	\$92,017.80
3	Remove Asphalt to subgrade (up to 4" in depth), and haul to 115-117 Mandale Road Complete In Place.	7,860	SY	\$2.00	\$15,720.00	\$2.00	\$15,720.00	\$9.00	\$70,740.00	\$2.20	\$17,292.00
4	Structural Patching of subgrade, using 1.1 sack cement stabilized base to a depth of 6", Complete In Place.	13,149	SY	\$25.00	\$328,725.00	\$34.00	\$447,066.00	\$20.00	\$262,980.00	\$18.65	\$245,228.85
5	Structural Patching of base, using black base to level to grade up to 6", Complete In Place.	13,149	SY	\$54.50	\$716,620.50	\$39.00	\$512,811.00	\$50.00	\$657,450.00	\$37.90	\$498,347.10
6	Install Type D Asphaltic Concrete Mix (2" depth) with seal coat, Complete In Place.	58,981	SY	\$18.00	\$1,061,658.00	\$11.00	\$648,791.00	\$21.00	\$1,238,601.00	\$9.65	\$569,166.65
7	Subgrade Repair, remove subgrade to 6" and Replace with 1.1 Sack Cement-Stabilized Sand (W. Spreading Oaks Avenue), Complete In Place.	1,734	SY	\$25.00	\$43,350.00	\$18.00	\$31,212.00	\$30.00	\$52,020.00	\$18.65	\$32,339.10
8	CRS2P Emulsion tack coat at .4 Gallons per Square Yard, Complete In Place.	1,450	GAL	\$8.00	\$11,600.00	\$6.00	\$8,700.00	\$5.00	\$7,250.00	\$4.00	\$5,800.00
9	Grade 4, Sack B, TxDOT aggregate, single pass, Complete In Place.	40	CY	\$200.00	\$8,000.00	\$190.00	\$7,600.00	\$150.00	\$6,000.00	\$195.00	\$7,800.00
10	Concrete Street Joint Rehabilitation and Crack Seal, Clean Joint and Reseal, Complete In Place.	560	LF	\$5.00	\$2,800.00	\$6.50	\$3,640.00	\$7.50	\$4,200.00	\$6.15	\$3,444.00
11	Remove 6" of subgrade and Replace with 6" of Cement-Stabilized Sand for Curb & Gutter subgrade stabilization, Complete In Place.	82	CY	\$75.00	\$6,150.00	\$50.00	\$4,100.00	\$150.00	\$12,300.00	\$20.00	\$1,640.00
12	Remove and Replace 6" Concrete Curb and Gutter, Complete In Place.	1,100	LF	\$58.50	\$64,350.00	\$50.00	\$55,000.00	\$22.00	\$24,200.00	\$40.00	\$44,000.00

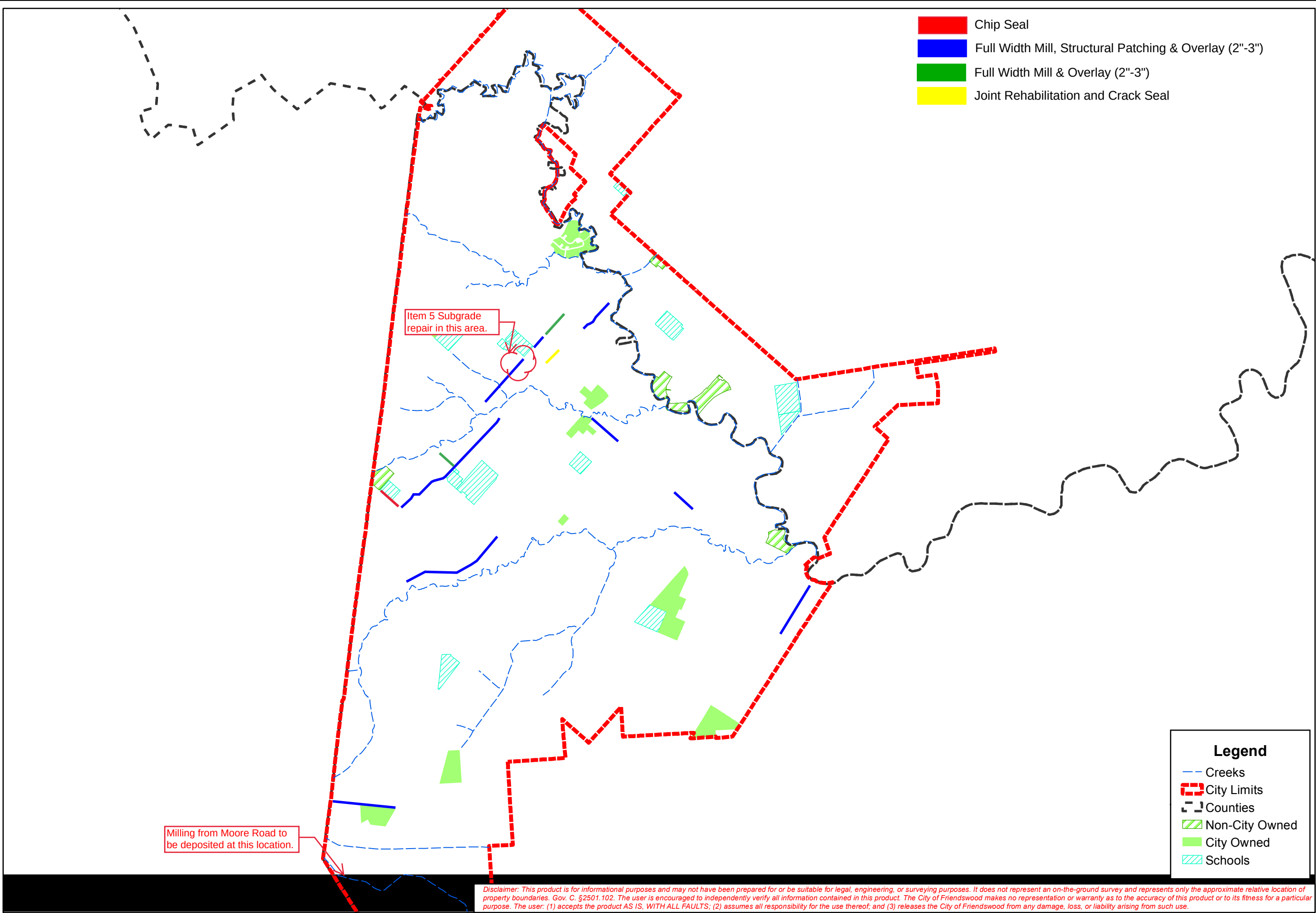
13	Install Double Yellow Thermoplastic Striping on W. Spreading Oaks Avenue, Complete In Place.	960	LF	\$2.00	\$1,920.00	\$1.50	\$1,440.00	\$3.00	\$2,880.00	\$1.00	\$960.00
14	Install Double Yellow Thermoplastic Striping on Falling Leaf Drive, Complete In Place.	2,010	LF	\$2.00	\$4,020.00	\$1.50	\$3,015.00	\$3.00	\$6,030.00	\$1.00	\$2,010.00
15	Install Dashed Yellow Thermoplastic Striping on W. Spreading Oaks Avenue, Complete In Place.	1,930	LF	\$1.00	\$1,930.00	\$0.75	\$1,447.50	\$2.00	\$3,860.00	\$1.00	\$1,930.00
16	Install Dashed Yellow Thermoplastic Striping on W. Spreading Oaks Avenue, Complete In Place	1,705	LF	\$1.00	\$1,705.00	\$0.75	\$1,278.75	\$2.00	\$3,410.00	\$1.00	\$1,705.00
17	Adjust Manholes Ring and Cover, Complete In Place	7	EA	\$250.00	\$1,750.00	\$500.00	\$3,500.00	\$1,250.00	\$8,750.00	\$250.00	\$1,750.00
18	Adjust Water Valve Box and Cover, Complete In Place.	7	EA	\$250.00	\$1,750.00	\$250.00	\$1,750.00	\$750.00	\$5,250.00	\$150.00	\$1,050.00
19	"Extra" Cement-Stabilized Sand, 1.1 Sack	100	CY	\$75.00	\$7,500.00	\$40.00	\$4,000.00	\$42.00	\$4,200.00	\$42.50	\$4,250.00
				\$2,338,169.50		\$1,896,093.50		\$2,701,286.50		\$1,590,730.50	

END OF DOCUMENT

00065-1

City of Friendswood

Revised: 07/10/2008



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



1 " = 4,000 '

Friendswood GIS Mapping

Legend

- Creeks
- City Limits
- Counties
- Non-City Owned
- City Owned
- Schools

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 5, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Award of Contract for Storm Sewer Cleaning and Inspection

Proceeding: DP & A

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$696,336

Amount Budgeted: \$0

Appropriation Required: \$696,336

Source of Funds: General Fund
90-day Reserves Balance

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

After Hurricane Harvey, the City proceeded to document the streets and storm sewer systems that were underwater for an extended amount of time during Hurricane Harvey. Silt was found in large amounts on the roadways and were projected to be in the storm system. We have found a few areas that were severely blocked and were able to clear the blockage. This Contract with All Points Inspection Services, Inc. will clean the storm water system and televise the storm sewer lines for review to assess additional damage and/or blockages while providing documentation for FEMA on the extent of damage from Hurricane Harvey to the City's Storm Sewer System. Staff anticipates the expenditures relative to this effort is reimbursable by FEMA.

In response to the RFP 2018-18, one proposal was submitted by All Points Inspection Services, Inc.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Cleaning the Storm Sewer System will allow the free flow of storm water to the different outlets, also looking for blockages that could hinder the flow.

RECOMMENDATIONS

City Staff recommends award to the Apparent Lowest Responsive bidder, All Points Inspection Services, Inc., in the amount of \$696,335.75.

ATTACHMENTS

[Standard Agreement Contract Services – APIS](#)

[2018 Storm Sewer Lines Cleaning and Inspection Bid Tabulation Sheet](#)

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 10th day of September, 2018, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and All Points Inspection Services, Inc., 19139 FM 969, Webberville, TX 78653 (hereinafter called the "CONTRACTOR") acting herein by Alayne Johnson, General Manager hereunto duly authorized:

WITNESSETH THAT:

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

ARTICLE I: WORK

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

2018 Storm Sewer Line Cleaning and Inspection

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

Cleaning, Televising, and inspection of the Storm Sewer Lines of the City of Friendswood

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 There is no Design Professional on this Project.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Two Hundred Seventy-Four (274) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within Three Hundred Four (304) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay the City Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00300(REV) – Unit Price Form.⁸⁹⁵
- 5.2 TOTAL AMOUNT OF BID is Six Hundred Ninety-Six Thousand Three Hundred Thirty-Five Dollars and Seventy-Five Cents (\$696,335.75).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less than the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

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

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

- 9.1 Document 00110 – Invitation to Bidders.
- 9.2 Document 00115 – Instructions to Bidders.
- 9.3 Document 00300(REV) – Unit Price Form (Pages 1 through 11 inclusive) as included herein.
- 9.4 Document 00400 – Standard Agreement for Contracting Services (this agreement, pages 1 through 8 INCLUSIVE).
- 9.5 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.6 Document 00435 – Wage Scale for Engineering Projects.
- 9.7 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 9.8 Document 00450 – The Contractors Drug-free Workplace Policy.
- 9.9 Document 00455 – Storm Preparation Policy.
- 9.10 Document 00460 – Hazardous Communications Policy.
- 9.11 Document 00465 – Homeland Security Policy.
- 9.12 Document 00470 – Performance Bond, included herein.

- 9.13 Document 00475 – Payment Bond, included herein.
- 9.14 Document 00500 – General Conditions.
- 9.15 Document 00600 – Supplemental Conditions.
- 9.16 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents.
- 9.17 Addenda as issued, included herein.
- 9.18 Any modification, including Change Orders, duly delivered after Execution of the Agreement.

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

ARTICLE X: MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

10.5 Other Provisions – None.

ARTICLE XI: ADDRESSES FOR GIVING NOTICES

11.1 The City:

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

11.2 The Contractor:

All Points Inspection Services, Inc.
19139 FM 969
Webberville, TX 78653

ARTICLE XII: VENUE

12.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

ARTICLE XIII: VERIFICATION AND COMPLIANCE WITH STATE LAWS

By signing this Contract and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the consultant verifies they are in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

13.1 CONSULTANT is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.

13.2 CONSULTANT does not boycott Israel; and

13.3 Will not boycott Israel during the term of this Contract.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of the Contractor by Alayne Johnson its General Manager shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 10th day of September, 2018.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

All Points Inspection Services, Inc.

MAYOR

BY: General Manager

DATE: _____

DATE: _____

ATTEST:

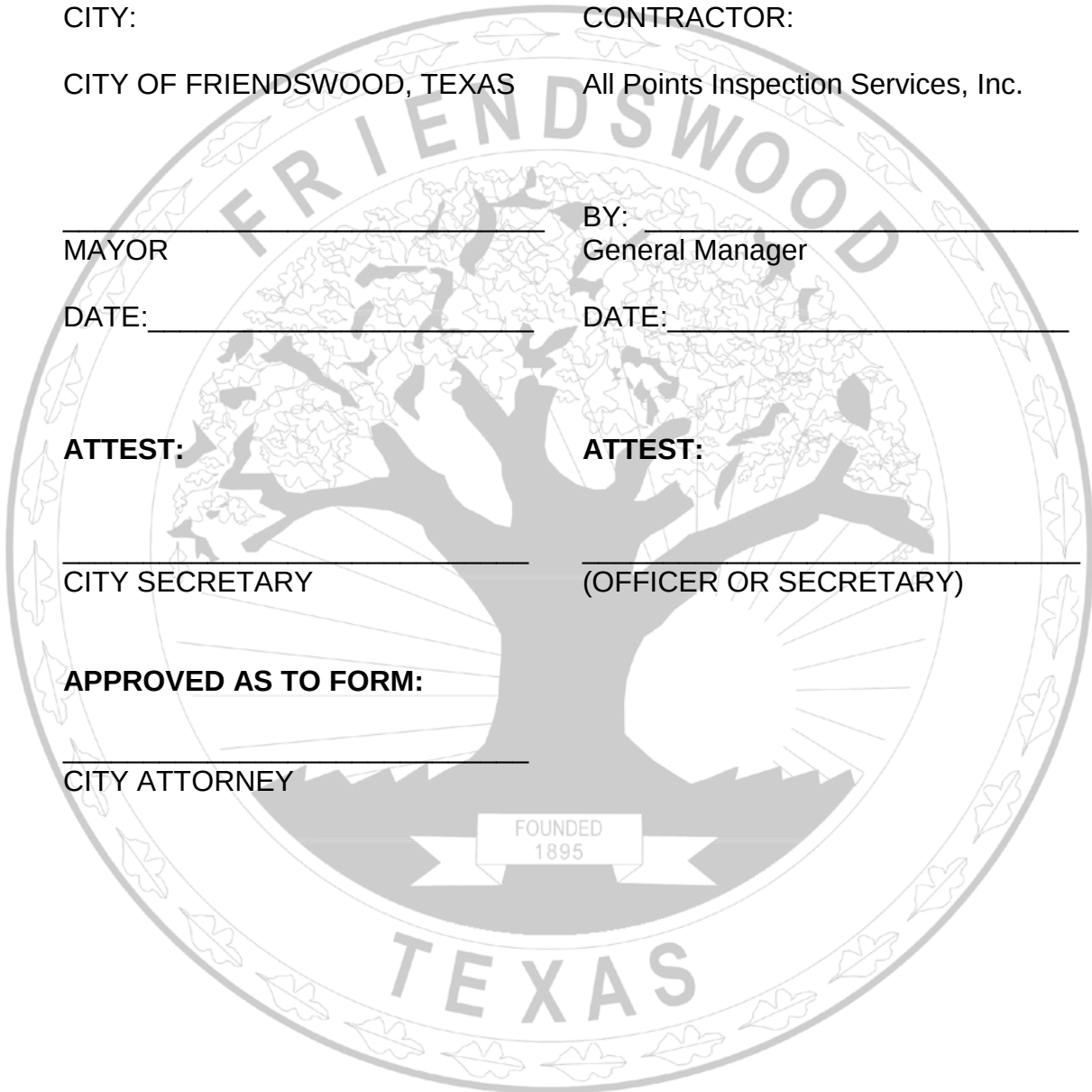
ATTEST:

CITY SECRETARY

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



DOCUMENT 00065

BID TABULATION SHEET

Bid Tabulation For: 2018 Storm Sewer Cleaning and Inspection					
CONTRACTOR NAME:					
Item Number	Item Description	Unit Amount	Unit	Unit Price	Extended Amount
1	Televising and Recording of the City of Friendswoods Storm Sewer System.	147,418	LF	\$2.00	\$294,836.00
2	Cleaning of 8" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	4,777	LF	\$2.05	\$9,792.85
3	Cleaning of 18" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	13,937	LF	\$2.25	\$31,358.25
4	Cleaning of 24" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	53,518	LF	\$2.25	\$120,415.50
5	Cleaning of 30" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	21,183	LF	\$2.25	\$47,661.75
6	Cleaning of 36" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	14,483	LF	\$3.00	\$43,449.00
7	Cleaning of 42" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	18,260	LF	\$3.00	\$54,780.00
8	Cleaning of 48" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	7,479	LF	\$3.00	\$22,437.00
9	Cleaning of 54" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	8,582	LF	\$3.40	\$29,178.80
10	Cleaning of 60" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	4,319	LF	\$3.40	\$14,684.60
11	Cleaning of 72" Storm Sewer, removal of silt at manholes, disposed of offsite, Complete In Place.	880	LF	\$3.40	\$2,992.00
12	Bypass Pumping, Complete in Place	15	DAYS	\$1,650.00	\$24,750.00
					\$696,335.75

END OF DOCUMENT

00065-1



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 5, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Old City Park Change Order 2

Proceeding: DP & A

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$81,628

Amount Budgeted: \$0

Appropriation Required: \$81,628

Source of Funds: 2013 GO Bond, Park Land Dedication Fund

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The improvements on Old City Park were part of the 2013 Bond Program. Included within the project scope are: a dog park, a new restroom, a new pavilion, concrete jogging trails, and a new parking lot.

Council may recall, when the paving improvements to Old City Park were first presented for bid, the project scope included a concrete paved driveway, trail system, and a parking lot totaling 88 spaces. Due to the magnitude of the prices that came in when the bids were opened, staff was directed to find ways to make the project more affordable. A contract was presented to Council to award to the lowest bidder and immediately execute a deductive change order cutting the parking lot in half to 44 spaces.

Unfortunately, the original quantities for concrete and lime stabilization included in the bid tab were incorrect; more specifically, they were short. When we reduced the project scope to 44 spaces, the incorrect quantities were simply divided in half further exasperating the shortage. As mentioned at the August meeting, the quantities and funding included in the current contract would only provide the full trail system, concrete driveway, and 15 parking spaces. Staff has evaluated a number of solutions and further vetted the figures this week. The options are:

- Option A – Expend an additional \$82K for a concrete driveway and 44 parking spaces;
- Option B – Expend an additional \$61K for an asphalt driveway and 44 parking spaces; or
- Option C – Pursue \$19K in savings by using crushed concrete rather than having a paved surface.

Funding for either Option A or B is available utilizing Parkland Dedication Funds. In addition to the options above, staff did look at the installation of grass pavers in lieu of a paved surface. However, those estimates proved more expensive than the options listed above.

Please note despite the manner in which the item was presented, the cost for the parking lot would have been the same regardless; as the contractor is maintaining the same unit bid price amounts for the change order. The only difference, a funding decision would have had to have been made at the outset of construction and not now.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Benefits to the community include improved parking for Old City Park and a concrete sidewalk extension to connect Old City Park and improvements to Stevenson Park.

RECOMMENDATIONS

City Staff recommends executing a change order to adjust quantities for the volume of parking for the project utilizing concrete.

ATTACHMENTS

[Change Order – OCP 2](#)



City of Friendswood

Public Works Department

1306 Deepwood Drive
Friendswood, Texas 77546-4856

DOCUMENT 00760M

CHANGE ORDER #2

Project Name: Parking Lot for Old City Park
Project #: PK0070

TO: James Michael Murphy
Matula & Matula Construction Inc.
122 West Way #325
Lake Jackson, TX 77566

Reason For Request: Fulfill scope of concrete driveway and 44 parking spaces

Proposed Change:	Add	Deduct
6" lime-stabilized subgrade @7%, complete in place	\$4,365.40	\$
Hydrated lime, complete in place	\$2,262.00	\$
6" concrete paving, 3000 psi, complete in place	\$75,000.60	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Request For Time Change	75	

Original Contract Amount:	<u>\$419,038.30</u>	Original Contract Time:	<u>120</u>
Net Previous Change Orders:	<u>\$-125,035.50</u>	Net Previous Time Changes:	<u>-20</u>
Total Contract Amount:	<u>\$294,002.80</u>	Total Time Amount:	<u>100</u>
This Change Order Amount Adds:	<u>\$81,628.00</u>	This Change Order Time Adds:	<u>75</u>
This Change Order Amount Deducts:	<u>\$-0-</u>	This Change Order Time Deducts:	<u>-0-</u>
New Contract Amount:	<u>\$375,630.80</u>	New Contract Time:	<u>175</u>

00760M-1

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**CHANGE
ORDER**

We, the undersigned, enter to agreement on the change of Contract Price and/or change in Contract Time.



James Michael Murphy
Vice President

8/17/2018

Date

Mike Foreman
Mayor
City of Friendswood

Date

ATTEST:

Melinda Welsh
City Secretary
City of Friendswood

Date

END OF DOCUMENT



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: 09/10/2018

Date Submitted: 9/4/2018

Dept. Clearances: Terry Byrd

Prepared by: D. Murphree

Subject: Authorization for City Manager to make Amendments to the FVFD Contract

Originating Department: FMO

City Attorney Review:

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☒ Significant ☐ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

On July 2, 2018, Council approved to award Ground Emergency Ambulance Service to the Friendswood Volunteer Fire Department. On August 8, 2018, Council approved to award the contract for EMS billing and collection services to Emergicon. The current agreement for Fire Fighting and Emergency Medical Services with the Friendswood Volunteer Fire Department will not expire until September 30, 2019. To begin EMS billing and collections expediently, an amendment to the current FVFD contract is needed.

The EMS consultant contracted by the City has recommended that the City hold the EMS license issued by the State Department of Health in order to manage the billing revenue from EMS service.

The current FVFD contract states on page 5, Section 4, item i., "In the Event that the City and the FVFD mutually agree to establish fees for services that are provided under this contract, the revenues collected will be used as mutually agreed by the City and the FVFD to support this contract".

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Amendment of this contract will assist in developing a revenue stream for City EMS services.

RECOMMENDATIONS

Staff recommends that Council authorize the City Manager to negotiate with the FVFD to address EMS Billing and Collection Services and to allow the City Manager to amend the FVFD contract as needed in the future until such time a new long-term contract is approved/executed by Council.

ATTACHMENTS

[FVFD Amendment](#)
[Draft Amendment](#)



ENGINE 1

City Contract
for
Fire, EMS, and
Rescue Services
For
Friendswood, Texas

NEIGHBORS SERVING NEIGHBORS

CELEBRATING OVER 53 YEARS OF
SERVICE
1951 - 2004

Prepared by: Contract Development Team
Richard McFee, FVFD President, Jeff Smith, Fire Chief, FVFD, EMS
Chief, Ron Cox, City Manager, Terry Byrd, FVFD

FIRE DEPT.

**AGREEMENT FOR FIRE FIGHTING
AND
EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the 12th day of _____, 2004, by and between the FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT, INC., a Texas non-profit corporation ("FVFD"), and the CITY OF FRIENDSWOOD, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("City"), each such party acting by and through their hereunto duly authorized representatives.

- RECITALS -

WHEREAS, pursuant to agreements between City and FVFD, FVFD has for many years provided fire suppression and emergency medical services to the citizens of City; and

WHEREAS, the parties intend to continue providing the best fire suppression and emergency medical services possible to the community; and

WHEREAS, the parties intend to continue to provide such services in as efficient and cost effective manner as possible without diminishing the quality of such services; and

WHEREAS, the parties intend that City emergency services continue to operate in a manner that ensures staff safety and well-being; now, therefore,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, the parties do hereby agree as follows.

- AGREEMENT -

1. **Definitions.** For the purposes of this Agreement, the following words, terms and phrases shall have the meanings ascribed thereto, unless the context clearly indicates otherwise:
 - a. **"ALS"** shall mean Advanced Life Support transport units.
 - b. **"Apparatus"** shall mean vehicles that are specially customized for rescue and fire operations purposes, as distinguished from regular staff (fleet) vehicles.
 - c. **"Emergency Response,"** shall mean a response with emergency equipment activated.
 - d. **"Emergency Response-Limited"** shall mean a response with emergency equipment activated on a limited and specified number of responding units, as identified in the response schedule, while other specified responding units respond to the incident at a Non-Emergency Response level.
 - e. **"Non-Emergency Response"** shall mean a response without emergency equipment activated.
 - f. **"Contract Administrator"** shall mean the City Manager of City or his designee.

- g. **“Day”** shall mean a calendar day, without regard to whether it is a Saturday, Sunday or holiday.
- h. **“Dispatch Time”** shall mean the duration between the time when a “911” call is in the dispatch queue and the time the dispatcher completes notification to emergency crews assigned to the response.
- i. **“Emergency”** shall mean an incident that threatens life, immediate safety and/or property.
- j. **“Exception Report”** shall mean a report from FVFD to City containing an explanation for responses that fail to meet the standards for time, outfitting and/or staffing as required by this Agreement.
- k. **“Equipment”** shall mean tools of the trade for rescue and fire operations.
- l. **“Furnishings”** shall mean supplies and appliances at station houses as may be necessary for personnel that reside and operate there.
- m. **“H (‘Hazardous’) Occupancy”** shall mean the use of a structure in a manner defined by the 2000 International Fire Code, Section 202.
- n. **“IFSTA”** shall mean the International Fire Safety Training Association.
- o. **“I (‘Institutional’) Occupancy”** shall mean the use of a structure in a manner defined by the 2000 International Fire Code, Section 202.
- p. **“Mutual Aid”** shall mean service by FVFD, which is rendered outside the City, pursuant to a written agreement between the City and another governmental agency for mutual emergency aid.
- q. **“Notice”** shall mean a written or electronic memorandum delivered to the Contract Administrator by FVFD, or to the President of the FVFD by the City.
- r. **“Primary Service Area”** shall mean the geographic area within the corporate limits of the City of Friendswood, and, as required by applicable contracts, those areas for which the City has agreed to provide Mutual Aid.
- s. **“Reasonable cost”** shall mean a cost, which, in its nature and amount, does not exceed that which would be incurred by a prudent person under the circumstances existing at the time the decision was made to incur the cost.
- t. **“Duty Officer”** shall mean a fire officer of the FVFD assigned to a primary command and response role and on-duty in the City. This individual shall normally assume initial command of emergency incidents within the City.
- u. **“Response Time”** shall mean the duration between the time the first unit is assigned and the time the first unit arrives at the destination.
- v. **“Standard 1901”** and **“Standard 1720”** shall mean those certain documents regarding fire fighting guidelines and equipment design guidelines as published by the National Fire Protection Association (NFPA), and as same are updated from time to time. The most recent version of Standard 1901 and 1720 shall control, unless the parties mutually agree upon a different version or authority.
- w. **“Total Incident Call Time”** shall mean the time between when a “911” call is in the queue (address verified) and the first unit arrives at the scene and shall mean the sum of the following three components.
 - 1) “Dispatch Time,” which means the duration between the time when a ‘911’ call is in the queue (address verified) and the time when the dispatcher completes notification to emergency crews assigned to the response; and

- 2) "Turnout Time," which means the duration between the time a call is dispatched (first unit is assigned) and the time the first unit departs for the scene; and
 - 3) "Travel Time," which means the duration between the time the first unit departs (announces to the dispatcher they are enroute by radio or phone) for the scene and the time the first unit arrives at the destination.
 - x. "Useful Life" shall mean that period of time an item of property is usable in trade or business, for the purpose for which it was purchased.
 - y. "First Unit" shall mean the first arriving emergency unit or Command Officer to arrive on the scene of an emergency.
2. **Effect.** This Agreement shall commence as of the effective date hereof, and shall supersede all prior agreements between the Parties.
3. **Compliance with City Budgetary Process.**
- a. FVFD's annual compensation shall be determined by the City budgetary process, as with any City department. During the annual budgetary process, FVFD shall provide all internal City documentation, as set forth in Appendix A, meet all City filing deadlines, and make personnel available for presentations, at the request of the Contract Administrator. As part of the process, FVFD shall outline the upcoming year's goals and objectives as they relate to personnel, fire operation, fire prevention and fire education, public education, and emergency medical services.
 - b. A one-month cash contingency reserve fund shall be provided during the first year of the contract with the first quarterly check. FVFD shall maintain proper financial reserves from that point forward.
4. **Fire – EMS Donation Fund Use and Management.**
- a. **Source of Funds.** The source of funds reflected in the "Fire – EMS Fund" shall be derived from donations from citizens of Friendswood through voluntary contributions to the Volunteer Fire Department on the City's Water Bill. Proceeds from the surplus disposal of any equipment purchased with these funds shall be retained in this fund for the use of future purchases.
 - b. **Purpose of the Fund.** The Fire – EMS Fund shall be used to support the Friendswood Volunteer Fire Department's Capital Equipment needs, as identified in the Department's 10-year Capital Equipment Plan, as revised at least annually. This fund shall be used for the purchase of vehicles for the Department's fleet, and the majority of the major capital equipment used in the performance of the operational requirements of this Agreement. The existence of this fund shall not preclude the City from funding the Department's Capital Equipment needs from other sources.

- c. **Approval of the FVFD 10-Year Capital Equipment Plan.** At least annually the FVFD shall present to the City Council of City, for its approval, an updated "FVFD 10-year Capital Equipment Plan," which shall outline the capital equipment needs of the Department to be funded by the Fire – EMS Fund. These needs shall include both replacement and new capital equipment to support the programs and services covered by this Agreement.
- d. **Purchasing Agreement to acquire equipment.** FVFD shall not enter into any purchase agreement which contains payment obligations beyond the then current fiscal year without the prior express approval of City.
- e. **Responsibility for the Management of the Fire – EMS Funds.** The Fire – EMS Fund shall be managed and under the direct control and supervision of the FVFD. All funds collected by City through the Water Bill donation process, and any other donations designated for Fire / EMS Department use shall be transferred to the FVFD on a quarterly basis. The FVFD shall maintain these funds in a distinct interest-bearing account, and shall provide City with a monthly accounting of the activity in the account.
- f. **Ownership of the Equipment.** All vehicles purchased with Fire / EMS Capital Equipment Fund funds shall be titled in the name of City.
- g. **Vehicle/Capital Equipment Replacement Fund.** Subject to annual appropriation by City Council, the City agrees to allocate \$10 per fire and EMS runs made during the previous fiscal year to a city fund dedicated to the replacement of Fire/EMS vehicles and capital equipment used in the performance of this contract. These funds shall be combined with those of the Fire/EMS Fund to meet the requirements of the approved Ten-Year Capital Equipment Plan.
- h. **Debt Service Payments.** Subject to approval by City Council, the City agrees to continue to allow the use of financing for the acquisition of capital equipment as identified in the FVFD 10-Year Capital Equipment Plan. Additionally the FVFD agrees to continue to utilize the Fire –EMS Donation Fund for the payment of Debt Service on existing and future equipment financing.
- i. In the event that the City and the FVFD mutually agree to establish fees for services that are provided under this contract, the revenues collected will be used as mutually agreed by the City and the FVFD to support this contract.

5. Financial Reports and Accounting Practices.

- a. FVFD shall maintain an accounting system in conformance with generally accepted accounting principles.
- b. FVFD shall provide monthly financial activity reports to the Contract Administrator.
- c. FVFD shall provide an independent audited annual financial report to the Contract Administrator not more than 120 days following the close of each fiscal year during the Term of this Agreement.

6. Additional Audits.

- a. City shall have the right to conduct a review and audit of the financial records of FVFD's Fire and EMS Operational-related accounts, insurance and other financial

records and material, at any time deemed necessary or appropriate by City. Any such review and audit shall be at the sole cost and expense of City.

7. Grants and Contracts

- a. **Grants** – All grants sought by the FVFD in support of the operations covered under this contract will be submitted to the City and any grants which require commitment of city matching funds or will require additional operational funding if awarded will be subject to review and approval by the City prior to submittal.
- b. **Contracts** – All contracts related to the provision of Fire/ EMS services covered under this agreement or which require the utilization of City equipment are subject to the approval of the City.

8. Operational Reporting.

- a. **Incident Reporting.** FVFD shall provide to the City Fire Marshal's Office reports on all emergency responses. Fire and EMS TEXFIRS (Texas Fire Incident Reporting System) reports will be in conformance with state requirements. These reports may be provided in an electronic format. These reports shall be completed with applicable information related to each incident and available to the Fire Marshal's Office within 24 hours of the incident. The Fire Marshal's Office shall also have access into the FVFD electronic reporting system.
- b. FVFD shall provide statistical information on all EMS incidents on a monthly basis. To maintain patient confidentiality and Federal HIPPA regulations, this information will be provided without patient personal demographics specifically the patient's name and address. The Friendswood EMS shall be the sole records manager for all Patient Care Reports (PCR). Notwithstanding the foregoing, FVFD and EMS recognize and agree that records maintained by each such entity may be deemed as public records, subject to inspection and discovery under applicable rules of state or federal public information laws, and to such end each shall cooperate with City in the maintenance, processing and delivery of such records as may be required by law.

9. Periodic Performance Reports. In addition to its duty to conform to the City's budgetary process documentation, FVFD shall provide the following reports to the City on a regular, periodic basis.

- a. **Quarterly Exception Reports.** The requirement for FVFD to submit an exception report to the City is triggered for every response that fails to meet the standards in this Agreement, including response times, outfitting requirements and staffing levels. FVFD shall be responsible for assembling and submitting exception reports quarterly to the Contract Administrator within 15 days after the end of each calendar quarter. Exception reports shall be in the form specified by the Contract Administrator.
- b. **Semi-Annual Review.** Semi-annually, the City and FVFD shall conduct a joint strategic planning session under the direction of the Contract Administrator. Strategic planning tasks shall include a review and or development of

performance-based action plans and, if new, developing the measures necessary to implement them.

- c. **Annual Performance Review.** Annually, the City and FVFD shall conduct a joint strategic planning session under the direction of the Contract Administrator. Strategic planning tasks shall include the development of written performance-based action plans, and developing measures to implement them.
- d. **Annual Report.** FVFD shall file an annual report with the Contract Administrator, by January 31st of each year of this Agreement, in a format specified by the Contract Administrator. The Annual Report shall include, but not be limited to, a description of the prior fiscal year's performance as it relates to incident volume, response time, training activity, prevention/public education activities and service level accomplishments as defined in Appendix F.

10. Performance Measures.

- a. **Reporting of Performance Measures.** FVFD shall supply the Contract Administrator with all data necessary to assess FVFD's performance under this Agreement. This information shall be provided on a quarterly basis and included as supporting data to the Quarterly Exceptions Report if it is required to be presented or as supporting data with the Annual Report. In addition, in the event of a failure to meet the criteria noted below, FVFD shall submit an Exception Report, as set forth in Section 8 (A) of this Agreement.
- b. **Effect of Performance Measures.** Repeated unexcused failure to meet performance measures set forth in this Agreement shall be deemed events of default pursuant to Sections 32 and 33 (Termination and Cure) below. However, City recognizes that failure to meet a performance measure is sometimes due to circumstances beyond FVFD's control, such as system overload caused by a large-scale catastrophe, road configuration, unforeseen traffic hazards and inclement weather conditions. The City will take such factors into consideration and will be reasonable in its review.

11. Types of Performance Measures.

- a. **Per-Vehicle Outfitting Requirements.** FVFD shall at all times comply with the "Minimum Per-Vehicle Outfitting Requirements" ("VORs") for the working inventory aboard all vehicles, as approved by the Contract Administrator and specified in writing, and as identified in Appendix ___ attached hereto and made a part hereof. FVFD shall not deviate from the approved VORs. Equipment and supplies shall be selected by FVFD, with reference to NFPA Standard 1901 or TDH Standards for the Ambulances as deemed appropriate by the FVFD. If any vehicle falls below the inventory required by the VORs, FVFD shall notify the Contract Administrator within 72 hours and a mutually agreeable plan will be developed to replace the lost, damaged, or destroyed item(s) within a reasonable period of time.
- b. **Time Standards.** FVFD shall meet all time standards set forth in Appendix G attached hereto and made a part hereof.

- c. **Minimum Staffing Levels.** Fire and emergency personnel shall be provided by FVFD, assigned as set forth in Appendix J attached hereto and made a part hereof, and as set forth below.
 - 1) **Duty Officer.** FVFD shall provide at least one Duty Officer, or a designated replacement, to be on-duty at all times, and available for call within five minutes response time of the Primary Service Area.
 - 2) **Firefighters.** For the time periods of 0730-1730 hours, Monday through Friday, the FVFD shall maintain a supplemental part-time paid firefighter/EMS staffing level that is not more than one firefighter below the minimum set forth in Appendix J attached hereto.
 - 3) **Volunteer Staffing.** The FVFD will provide sufficient volunteer staffing to maintain the minimum response standard required in Appendix J attached hereto.
 - d. **Support Staff.** In addition to the positions set forth in Appendix J, FVFD shall provide personnel sufficient to provide full support services, and such secretarial and administrative personnel as necessary to perform the scope of work set forth in this Agreement and approved in the budget process.
 - e. **Vehicle Maintenance.** FVFD shall maintain the vehicle fleet and shall follow the manufacturer's recommendations for preventive maintenance and repairs. In addition, the Department shall follow the preventive maintenance schedule set forth in Appendix H attached hereto and made a part hereof. The FVFD shall have completed at least 90% of the required preventive maintenance in the month it is due. Exceptions to this performance measure shall be authorized only when a piece of equipment is out of service due to accident or manufacturer recall, or for other reasons that would prevent the FVFD from having the preventive maintenance performed in accordance herewith. Should a vehicle not receive required preventative maintenance in the month scheduled, the FVFD shall, within five (5) days following the end of such month, notify the Contract Administrator of such fact and the reasons therefor.
 - f. **Minimum Response Requirements.** Staffing and Apparatus. FVFD shall meet the City's Minimum Response Requirements for Staffing and Apparatus as it relates to the number of personnel responding to emergency calls and the number of apparatus available and responding to calls, as set forth in Appendix B.
12. **Financial Compensation.** FVFD's compensation under this Agreement shall be in consideration for the costs of labor and superintendence, related equipment and supplies, administrative services, insurance costs, and an industry-standard cash contingency reserve (currently one months operating budget) in accordance with Section 3b above. City shall remit to FVFD one forth ($\frac{1}{4}$) of the annual consideration at the beginning of each calendar quarter during the term of this Agreement, by wire transfer or other mutually satisfactory method. The initial payment schedule for the 2003-2004 fiscal year (October 1, 2003 through September 30, 2004), shall be as set forth in Appendix "K" attached hereto and made a part hereof. Additional appropriations for non-budgeted items, such as additional costs incurred or to be incurred due to unanticipated emergencies, shall be at the sole discretion of the City Council of City.

13. Procurement Procedures.

- a. **Purchasing.** The FVFD shall establish purchasing policies and procedures that are in accordance with “prudent buying principles”. The FVFD shall provide the Contract Administrator with a copy of these policies.
- b. **Consumables.** FVFD shall continue to purchase its own supply of consumables, minor equipment, and other supplies, such as office supplies, disposable medical supplies and drugs, uniforms, turn-out gear, computer equipment and software, and vehicle fuels, etc.
- c. **Access to City Contracts.** In order to reduce the overall cost of its operations, the FVFD shall, to the extent authorized by law and the individual purchasing agreements, be allowed access to and use of purchasing contracts developed by the City, the State of Texas, HGAC or other purchasing cooperatives available to the City from Group Purchasing organizations when it is prudent and reasonable to do so.
- d. **Capital Equipment.** The selection and purchase of capital equipment by FVFD shall be subject to the approval of City. All capital purchases by FVFD shall comply with competitive bidding laws applicable to City. Title to all motor vehicles acquired by FVFD shall be in the name of the City of Friendswood.

14. Access to City Computer Networks and Internet Access.

- a. City shall provide the FVFD with access to the City computer network and access to the Internet and other WAN services available to Departments of the City.
- b. City shall provide maintenance of the network equipment, building wiring, and underground connections.
- c. FVFD agrees to comply with City’s policies and procedures governing the use of City’s computers and computer systems.

15. Disposition of Surplus Property. City-owned property in the possession of FVFD that has reached the end of its useful life shall be disposed of by FVFD in accordance with City policies and procedures governing disposition. All funds received in consideration of any such property disposition shall be deposited into the Fire / EMS Fund account for future use. Any such revenues shall be reflected in the succeeding proposed fiscal year budget of FVFD.

16. Fire Stations.

- a. **Ownership.** FVFD acknowledges that all fire stations within City are owned by City, as well as all fixtures attached thereto.
- b. **Access.** FVFD shall be authorized hereunder to use and occupy City fire stations in providing fire fighting and EMS services hereunder. Provided however, FVFD shall not use or occupy a City fire station in a manner that unduly impedes access thereto by City officers or employees for the inspection, maintenance, or improvement to any such facility, or for any other purpose deemed necessary or appropriate by City.
- c. **Station Maintenance Responsibilities.**

1. General Responsibilities of City. City shall be responsible for the structural maintenance of fire stations, including major repairs or reconstruction when deemed appropriate by the City Council of City, and maintenance of the grounds upon which stations are situated. City shall provide necessary utilities, including electricity, water, sewer, natural gas or propane, and local telephone service.
 2. General Responsibilities of FVFD. FVFD shall provide maintenance of the fire stations it occupies, except for those responsibilities assigned to City in this section. The FVFD shall be responsible for items including but not limited to minor building repairs, interior painting, minor air conditioning repairs, heating repairs, built-in appliances minor plumbing, electrical repairs, paving, carpeting, tile, flooring, pest control and all overhead doors. FVFD shall provide daily maintenance, including the general upkeep of the interior of the stations, minor repairs of premises, custodial and housekeeping service. The FVFD will be responsible for all long distance telephones charges.
 3. Preauthorization Required for Facility Modification. No modification to any fire station structure, or alteration to the landscape of a fire station site, shall be made by FVFD without the prior written approval of City.
 4. Building Major Repairs and/or Approved Major Renovations. Any major repair or renovation exceeding \$5,000 of a fire station facility shall be done in accordance with policies and procedures adopted or approved from time to time by City.
 5. Damage or Destruction Notice. FVFD shall notify the Contract Administrator of any damage that occurs to a City's fire station or to the grounds thereof, which would exceed the normal maintenance definitions above. FVFD shall notify City of any such damage or destruction within 24 hours of FVFD's knowledge thereof.
- d. **Fire Station Residency.** FVFD may utilize certain portions of each station as dormitory space. Each occupant shall meet the qualifications for residency established by the FVFD and shall be required to sign a Dorm Residence Contract developed and approved by the FVFD. An example of the current FVFD Dorm Resident contract is included in Appendix N. The Dorm Resident Contract shall be subject to periodic review by the City. FVFD shall maintain a current list of dorm residents with the City's Contract Administrator.
17. **Maintenance of Equipment.** FVFD shall perform such maintenance as is reasonably necessary to keep equipment up to manufacturer's performance levels, taking into account normal wear and tear. All equipment in FVFD's custody or control shall be kept in compliance with federal, state, and local standards and laws.
18. **Vehicles.**

- a. Apparatus Assignment of the Fire and EMS Related Fleet. City agrees to provide a vehicle and apparatus fleet during the term of this Agreement that includes not less than the type (or equivalent) and number of vehicles and apparatus identified in Appendix "I" attached hereto and made a part hereof. Notwithstanding the foregoing, replacement of damaged or destroyed vehicles or apparatus shall be subject to appropriation by City Council when a loss is not protected by a policy or policies of insurance. FVFD shall be authorized to operate and use these vehicles and apparatus in the performance of duties under this Agreement. The Parties shall review the schedule of vehicles and apparatus on an annual basis.
- b. Maintenance of Apparatus and Fleet Vehicles.
 1. Vehicle Service. FVFD shall maintain and repair apparatus and fleet vehicles as set forth in the owner's manual specifications, or suitable and applicable authority. Preventive Maintenance and Repair Maintenance shall be in accordance with Appendix "H" attached hereto and made a part hereof.
 2. Periodic Inspections, Replacement and Repair. City shall have reasonable access to all vehicles and apparatus for inspection purposes.
 3. City agrees to expeditiously replace any vehicle in the approved fleet that due to unforeseen circumstances becomes unusable due to accident, safety concerns or recalls, damage due to flooding or other accident, or due to age and/or wear and tear. Notwithstanding the foregoing, replacement of damaged or destroyed vehicles or apparatus shall be subject to appropriation by City Council when a loss is not protected by a policy of policies of insurance.
 4. Safety Inspection. FVFD shall conduct a safety and operational inspections of all equipment, vehicles and facilities, at least once during each City budget year. The results of inspections shall be compiled into a written report and submitted to the Contract Administrator within twenty (20) days after the end of the inspection itself. City may conduct its own safety inspection of the vehicles and repair facilities at any reasonable time.
 5. Vehicle Accident Investigations. FVFD shall report all accidents involving City vehicles where the physical damage is estimated to exceed \$500 to the Contract Administrator within 24 hours of the incident or first knowledge of the incident. Accidents involving personal injury shall be reported immediately to the Contract Administrator or his designee. FVFD shall conduct an investigation of each accident involving a City owned vehicle operated by an FVFD volunteer or employee in accordance with the FVFD SOG #51. City may require outside investigations by the Police Department or other designated law enforcement agency. A copy of the final report of the investigation will be forwarded to the Contract Administrator.
 6. Annually the FVFD shall provide a report on all vehicle accidents occurring during the prior year to the Contract Administrator.

19. Communications Center.

- a. **Dispatch.** City shall operate and maintain, or cause to be operated and maintained, a Communications Center, sufficiently equipped and staffed to process fire and emergency-related calls from the Primary Service Area and surrounding area. City shall provide for the efficient dispatching of emergency vehicles, including emergency medical services, to the Primary Service Area in response to "911" requests for service. City and FVFD may agree to allow FVFD to establish its own dispatch frequency and equipment, subject to such terms and conditions as may be agreeable to the parties.
- b. **Communications Plan.** City and FVFD agree to mutually coordinate a strategic communication plan that will include the needs of the FVFD over a 10 year period as it relates to the communication services and systems that the Communications Center provides under this agreement.
- c. **Communications and Dispatch Training.** City shall provide for the training of dispatch personnel in prioritizing and administering pre-arrival instructions to Fire / EMS personnel. Such training shall meet industry standards and at a minimum include training on the protocols established in accordance with the FVFD Communications Manual. All personnel answering "911" emergency calls shall have been trained utilizing a mutually agreed upon pre-arrival emergency medical system instruction program (Emergency Medical Dispatch Program - EMD).
- d. **Time Stamping and Record Retention.** All incoming telephone calls from the public to request service, ring-down phone lines and radio channels used to communicate with field units, shall be recorded at all times and shall be time-stamped simultaneously with recording. The Communication Center shall retain all such recordings in a readily retrievable state, in accordance with applicable laws, but in no event for a period of less than 30 days from the day the call was made. The Communication Center shall make such recordings available within ten days following a request from the Contract Administrator, the Fire Chief, EMS Chief, FVFD President, or the City Attorney's Office, in accordance with City's Retention and Open Records Policy.
- e. **Incident Time/Incident Detail Records.** The Communication Center shall maintain a record of all apparatus response times, a record of the times and description of significant events during an incident, or as requested by Fire incident command or EMS command. In addition to the written recording, such information shall be documented in the Computer Aided Dispatching (CAD) system, and access to this information shall be made available to FVFD as requested in accordance with City's Retention and Open Records Policy. The City shall allow access to records and information required by FVFD in the performance of its official duties within the scope of Agreement.
- f. **Equipment.** City agrees to support a radio platform that is consistent for all services supported by the dispatch center. City further agrees that should there be a change in the radio frequencies used in the communications center to support the City that the City will replace and/or upgrade all communications equipment used by the FVFD that is impacted by the radio frequencies or system change.

Notwithstanding the foregoing, such replacement and/or upgrade shall be subject to appropriation for such purpose by the City Council of City.

20. **Training.** FVFD shall provide and maintain the training levels for all its personnel, as set forth in Appendix "D" attached hereto and made a part hereof.
21. **Part-Time and Full time Paid Staffing.**
 - a. **Part-time Paid Firefighters, EMS Providers, and Administrative Staff.** FVFD shall maintain full time and part-time staff in accordance with the staffing levels identified in Appendix "J" attached hereto and made a part hereof. The FVFD shall comply with all standards set forth by the Texas Commission on Fire Protection Standards and the Texas Department of Health.
 - b. **Certification Firefighters.** All paid firefighters shall maintain the Texas Department of Health Emergency Medical Technician – Basic certification and Texas Commission on Fire Protection Standards Basic Firefighter certification, or SFFMA Intermediate Level Certification, when working in the Primary Service or Mutual Aid Service Areas. FVFD may, when vacancies occur, hire firefighters from other states if such persons are certified at a level equivalent to the Texas Firefighter Basic Firefighter and State Emergency Medical Technician status. .
 - c. **Certification EMS.** All paid EMS providers shall maintain the Texas Department of Health Emergency Medical Technician Basic Certification, Intermediate Certification, or Paramedic Certification when working in the Primary Service or Mutual Aid Service Areas.
 - d. **Management and Supervision.** FVFD shall provide management and supervision of all employees providing services under this Agreement, including, but not limited to, hiring, terminations, personnel performance evaluations, assignments, and scheduling and training. Notwithstanding the foregoing, City personnel assigned to the FVFD by City may only be hired, disciplined, or terminated by City.
 - e. **Compliance with Commission.** FVFD shall maintain all documentation and training records of all fire fighting and EMS personnel to ensure compliance with the State of Texas Fire Commission rules and regulations, and such other rules, regulations or standards of any other governmental agency having jurisdiction thereover.
 - f. **Compliance with Federal and State laws.** FVFD shall ensure all payroll transactions are in compliance with State and Federal regulations.
 - g. **Cooperation with City Fire Marshal's Office.** FVFD shall cooperate and assist the City Fire Marshal with pre-fire inspections and other fire prevention activity as mutually agreed to by City and FVFD.
22. **Mutual Aid Agreements.** Subject to the approval of City, FVFD may enter into mutual aid agreements. FVFD and City further agree to work cooperatively with other governmental entities in the development of regional mutual aid agreements.

23. Fire Marshal's Office

- a. Investigation Request. FVFD shall contact a representative of the FMO as soon as it is determined that an investigation is needed due to suspicious origin, incendiary, or the FVFD is unable to make a determination of cause. Once it is determined that an investigation is needed every effort shall be made to preserve the scene intact until it is released by the FMO. Salvage and overhaul efforts shall be reduced to the extent necessary to preserve the scene until it has been released by the FMO.
- b. Code Enforcement. FVFD shall provide for the reporting to City of any violations of the City Fire Code which come to the attention of members of the staff of FVFD. FVFD members may report code violations directly to the Fire Marshal's office or to Communications Center. Additionally, as requested by City's Fire Marshal and agreed to by parties, FVFD may assist City's Fire Marshal in performing public fire safety presentation and fire safety inspections.

24. Independent Contractor Status. FVFD acknowledges that its status while performing under this Agreement is that of an independent contractor. FVFD officers, volunteers, and employees are independent contractors and are not City employees.

25. Indemnification.

- a. FVFD shall promptly defend, indemnify, and hold City harmless from and against all damages, costs, losses, or expenses (i) for the repair, replacement, or restoration of City's property, equipment, materials, buildings or structures which are damaged, destroyed, or found to be defective as a result of FVFD's acts or omissions; and (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any person (including, but not limited to, FVFD, its agents, officers, employees, and subcontractors, and City, and its agents, officers, and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the officers, agents, and employees of FVFD, FVFD's subcontractors, and City's officers, agents, and employees, and third parties), arising out of, incident to, concerning, or resulting from, the negligent or willful acts or omissions of FVFD, its officers, agents, employees, and/or subcontractors, in the performance of activities pursuant to this Agreement.
- b. This indemnity provision is intended to include liability arising from City's alleged negligence, but only to the extent such liability arises out of a claim or claims that City was negligent in authorizing FVFD to use or occupy fire station sites, in regulating the conduct of FVFD, or in failing to prevent FVFD from acting in a negligent or wrongful manner.
- c. For purposes of this indemnification provision, acts or omissions of the officer, agents, employees and contractors of FVFD shall be considered the acts and omissions of FVFD. The indemnity provision set forth above is solely for the

benefit of City and is not intended to create or grant any rights, contractual or otherwise, to any other person.

- d. Whenever any claim or demand is made or any action or proceeding is commenced against City asserting any claim indemnified under this Section, or if a restraining order or other injunctive remedy is applied for to prevent any actions authorized under this Agreement and process shall have been served upon City, City shall within a reasonable time, and in ample time for Defense therein; notify FVFD in writing of the particulars of such claim, demand, action, or proceeding and agreeing to render all reasonable assistance therein. Upon Assumption of the defense of any such claim, demand, action, or proceeding, FVFD may at its option: (a) re-establish the status quo of City by effecting settlement and dismissal of such claim' demand, action, or proceeding or (b) at its own cost and charges using counsel of its choice to pursue such action or proceeding to final determinations in the court of last resort and comply with the judgment of the court in behalf of City.
26. **Insurance.** The City and FVFD each agree to provide and maintain insurance coverage's in the type and amounts as set forth in Appendix "M" attached hereto and made a part hereof.. These coverages shall remain in effect for the duration of the contract.
27. **Review.** City shall be authorized to examine all records of the FVFD as such records relate to the financial condition of FVFD and such other documents as may be required to establish compliance or noncompliance with the terms and conditions of this Agreement. Specifically, the records of FVFD which are subject to inspection by City shall include records of all banking and savings accounts, annual audits, bookkeeping entries, and other documents reflecting the deposit and credit of money to and from the accounts of FVFD. In addition, FVFD shall make available to City copies of all policies of insurance.
28. **Fire Insurance Rating and Re-rating.** FVFD shall coordinate through the City Fire Marshal's Office _all Insurance Service Office rating and grading issues of the City. Upon the written request FVFD agrees to cooperate fully and to use its best efforts in this regard.
29. **Amendment.** The terms and conditions of this Agreement may not be amended unless approved, in writing, by the City Council of City and the governing body of FVFD. . The Exhibits and Appendices to this Agreement may be revised only as specifically authorized herein, and upon the approval of FVFD and the Contract Administrator.
30. **Termination.** Either Party may terminate this Agreement upon 365 days' advance written notice thereof.
31. **Cure.** Either party may terminate this Agreement upon default by the other, as set forth in this Section. Following notice from one party to the other of an event of default as enumerated below, the defaulting party shall proceed with good faith and diligence to cure such default to the reasonable satisfaction of the other. If the defaulting party fails

to commence a cure of the default within a reasonable time, but in no event exceeding five (5) calendar days following notice, or to remedy such cure within thirty (30) days following such notice, or to fail to diligently pursue such cure if not reasonably curable within said thirty (30) day period, then the non-defaulting party may declare the defaulting party in breach hereunder, and may terminate this Agreement upon fifteen (15) days written notice thereof. Notwithstanding the foregoing, a defaulting party's opportunity to cure does not constitute a waiver of the right of the other party to pursue any and all other remedies available to it in equity or in law, as a result of such act of default. The following are hereby declared to be events of default:

32. Events.

- a. Failure to provide or maintain the premises, vehicles and equipment needed to perform under this Agreement.
- b. Failure to train personnel to the City's requirements.
- c. Failure to provide records related to the performance of Agreement, as requested by the City.
- d. Failure to obtain or maintain any licenses, permits, or other governmental approvals needed for the performance of this Agreement
- e. Repeated unexcused failure to meet performance measures set for in this Agreement.
- f. Failure to remit a payment due to the other party within thirty (30) days following notice of nonpayment.

33. Term. The term of this Agreement shall be for a period of fifteen (15) years, commencing October 1, 2004, and terminating at midnight, September 30, 2019. Additionally this agreement may be extended for additional 10 year terms by mutual agreement of both parties.

34. Miscellaneous.

- a. Incorporation. All exhibits and appendices to this Agreement are hereby incorporated by this reference and made an integral part of this Agreement.
- b. Governing Law. This Agreement shall be governed, construed and controlled according to the laws of the State of Texas, and venue for any action hereunder shall be Galveston County, Texas.
- c. Waiver. No delay or failure to exercise any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any other provision.
- d. Severability. The terms and conditions of this Agreement are severable. If for any reason, a court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

35. No Third Party Beneficiaries. No term or provision of this Agreement shall benefit any third person, or any other firm, organization, or corporation not a Party hereto, and no such person, firm, organization, or corporation shall have any right or cause of action hereunder.

36. **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties. No representations, agreements or understandings, oral or written, other than this Agreement shall vary its terms.
37. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.
38. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
39. **Assignment.** Neither Party may assign or delegate the rights or obligations of this Agreement except with the written consent of the other Party.
40. **Liens.** FVFD shall not take any action that causes a lien to be placed on any City property. In the event of a lien on City property, FVFD shall notify the City and take steps immediately to extinguish the lien.
41. **Regulatory Compliance.** FVFD agrees to comply with all applicable City ordinances and state and federal laws and regulations.
42. **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
43. **Notice.**

If to the City:

City Manager
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

With a copy to:

Mayor
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

9/10/03

If to FVFD:

President
FVFD
910 South Friendswood Drive
Friendswood, TX 77546

With a copy to:

Fire Chief
FVFD
910 South Friendswood Drive
Friendswood, TX 77546

EMS Chief
FVFD
910 South Friendswood Drive
Friendswood, TX 77546

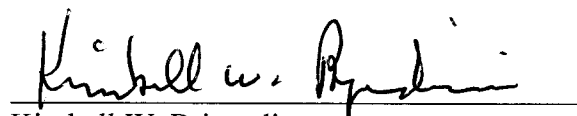
DATED this 12th day of July, 2004.

Friendswood Volunteer Fire Department,
Inc.



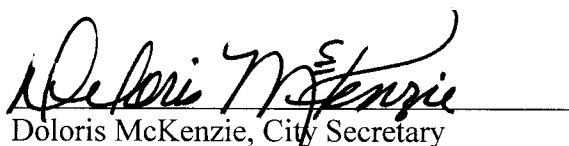
Richard S. McFee
President

CITY OF FRIENDSWOOD,



Kimball W. Brizendine
Mayor

ATTEST:



Doloris McKenzie, City Secretary

LIST OF APPENDICES

- A. Budget Process
- B. Minimum Response Standards – Personnel and Apparatus
- C. Incident Definitions
- D. Training Standards
- E. Fire Prevention/Education Standards
- F. Reporting Standards
- G. Time Standards
- H. Vehicle Maintenance
- I. Apparatus Assignment – Fire and Emergency Related
- J. Staffing
- K. Compensation Schedule
- L. Response Zone Map
- M. Insurance Schedules
- N. FVFD Dorm Resident Contract

APPENDIX A

BUDGET PROCESS

FVFD shall use City Budget Process forms and designated timelines for budget submissions and review, in accordance with the typical schedule below. FVFD shall:

Typical City Budget Calendar

Date	Action
February 18, 2003	Begin 2003-04 Budget Preparation
March 5, 2003	Departmental Budget Kickoff Meeting Overview of Budget Process Vehicle Replacement Plan Review Goals, Objectives and Performance Measures (New for 2003-04) Budget Calendar Budget Forms Organization Charts Vehicle and Equipment Specifications and Costs Vehicle Inventory Base Operation Changes Departmental Revenues Supplemental Department Requests Additional Staffing Capital Equipment Capital Improvements Major Maintenance and Repairs Operating Equipment Other Personnel Requests Other Supplemental Operating Requests Budget Narrative Goals, Objectives and Performance Measures
March 20, 2003	Departmental Budget Team Meeting Vehicle Replacement Plan Review Goals, Objectives and Performance Measures Discussion Budget Forms Due Organization Chart Changes
March 31, 2003	Budget Forms Due Vehicle and Equipment Specifications and Costs Additional Staffing
April 3, 2003	Departmental Budget Team Meeting Budget Calendar

	Distribute Revised Organization Charts Departmental Revenue Instruction Review Base Operations Historical Review Goals, Objectives and Performance Measures Discussion
April 11, 2003	Budget Forms Due Vehicle Inventory
April 15, 2003	Departmental Budget Team Meeting Goals, Objectives and Performance Measures Discussion
April 23, 2003	Budget Forms Due Departmental Revenues Base Operation Changes
May 9, 2003	Departmental Budget Team Meeting Goals, Objectives and Performance Measures Discussion Budget Forms Due All Supplemental Department Requests
May 21, 2003	Departmental Budget Team Meeting Review Departmental Revenues Review Base Operations Review Budget Narrative Criteria Review Supplemental Department Requests
May 22, 2003	Departmental Budget Team Meeting Review Supplemental Department Requests
May 29, 2003	Departmental Budget Team Meeting Review Supplemental Department Requests
June 10, 2003	Departmental Budget Team Meeting Prioritize Supplemental Department Requests Budget Forms Due Budget Narrative Goals, Objectives and Performance Measures
June 12, 2003	Departmental Budget Team Meeting Prioritize Supplemental Department Requests
June 23, 2003	Budget Meeting with Friendswood Volunteer Fire Department Review and Prioritize Supplemental Department Requests
June 26, 2003	Departmental Budget Team Meeting Review Supplemental Department Request Priorities

Plan Council/Staff Budget Retreat

July 14, 2003	Council/Staff Budget Retreat Budget Philosophy Budget Development Process Review Foundational Assumptions Review Major Issues Council Issues
July 15, 2003	Departmental Budget Team Meeting Finalize Supplemental Department Requests
July 25, 2003	Certified Ad Valorem Tax Roll Received From Galveston County Appraisal District
July 31, 2003	Draft Budget Document Completed
August 1, 2003	City Manager's Proposed Budget Delivered to Mayor and Council
August 7, 2003	Post Notice of Budget Work Session for August 11, 2003
August 11, 2003	Notice of 2003 Effective and Rollback Tax Rates Delivered to Mayor and Council Newspaper for Publication on August 13, 2003 Council Budget Work Session Presentation and Discussion of Proposed 2003-04 Revenues Presentation and Discussion of Proposed 2003-04 Expenditures
August 13, 2003	Notice of 2003 Effective and Rollback Tax Rates Published in Newspaper
August 14, 2003	Post Notice of City Council Meeting for August 18, 2003 Budget Work Session Regular Council Meeting
August 18, 2003	Council Budget Work Session Discussion of Proposed 2003-04 Budget Discussion of Proposed Tax 2003 Rate Take Record Vote to Propose 2003 Tax Rate Increase and Schedule Public Hearing for September 15, 2003
September 2, 2003	Deliver to Newspaper for Publication on September 3, 2003 Notice of Public Hearing on Proposed 2003-04 Operating Budget Notice of Public Hearing Proposed 2003 Tax Increase
September 3, 2003	Notice of Public Hearings for September 15, 2003 Published in Newspaper Proposed 2003-04 Operating Budget

Proposed 2003 Tax Increase

September 4, 2003 Post Notice of Public Hearings for September 15, 2003
Proposed 2003-04 Operating Budget
Proposed 2003 Tax Increase

September 15, 2003 Deliver Draft Notice to Newspaper for Publication on September 17, 2003
Notice of Vote on 2003 Tax Rate
Post Ordinances for Adoption on September 22, 2003
Proposed 2003-04 Operating Budget
Proposed 2003 Tax Increase
Special Council Meeting
Public Hearings
Proposed 2003-04 Operating Budget
Proposed 2003 Tax Increase Rate
Announce Meeting to Adopt Proposed 2003 Tax Rate on September 22, 2003

September 16, 2003 Post Notice of Vote on 2003 Tax Rate on September 22, 2003
Deliver Final Notice of Vote on 2003 Tax Rate to Newspaper for Publication on September 17, 2003

September 17, 2003 Publish Notice of Vote on 2003 Tax Rate in Newspaper

September 18, 2003 Post Notice to Adopt on September 22, 2003
Proposed 2003-04 Operating Budget
Proposed 2003 Tax Rate

September 22, 2003 First and Final Reading of Ordinances Adopting
2003-04 Operating Budget
2003 Tax Rate

October 1, 2003 Begin Operations using new Budget

APPENDIX B

MINIMUM RESPONSE STANDARDS - PERSONNEL AND APPARATUS

1. Personnel Required To Respond

Minimum personnel for EMS calls will be two State of Texas Certified medics. Minimum fire personnel for reported structure fires will be seven (7) personnel.

2. Emergency Equipment Required Per Response

FVFD shall respond with necessary apparatus to all first alarm commercial structure assignments listed as Target Hazards as defined in Appendix C, with a minimum of one Class A pumper and one Aerial Ladder Truck to all first alarm structural assignments.

FVFD shall respond the necessary apparatus to all first alarm residential and commercial structure assignments as defined in Appendix C, with a minimum of two Class A pumpers to all first alarm structural assignments.

FVFD shall respond with necessary apparatus to all Local / Still Alarm commercial, residential assignments as defined in Appendix C with a minimum of one Class A pumper.

FVFD shall respond a minimum of one piece of apparatus to any Service Incident as set forth in Appendix C.

FVFD shall respond a minimum of one piece of apparatus to any Emergency Medical Assist Assignments as outlined in Appendix C.

FVFD shall respond with a minimum of one Class A pumper and the needed manpower and equipment to satisfy a report of uncontained hazardous materials. FVFD shall maintain enough trained, qualified personnel to fully assess reports of uncontained hazardous materials. The FVFD's responsibility will not be required to exceed the awareness level hazardous materials operations unless after the assessment by the FVFD they determine they have the capability to mitigate the incident. This response level decision shall rest solely with the FVFD.

FVFD shall respond to all EMS calls with a minimum of one ambulance.

The responding FVFD Duty Officer or FVFD Chief shall have the authority to reduce or increase the number of resources required at an incident based on his assessment and size-up of the incident. The FVFD Duty Officer or FVFD Chief Officer shall also have the authority to increase a non-emergency response to emergency and to reduce an emergency response to a non-emergency response based on his assessment and size-up of

9/10/03

the incident. Good faith reductions in resources made at the request of the on scene Duty Officer or FVFD Chief Officer shall not be considered as a failure to meet the aforementioned minimum requirements.

APPENDIX C

INCIDENT DEFINITIONS

FVFD shall respond to the following types of incidents (but shall not be limited to the following classifications): FVFD shall respond either Emergency or Non-Emergency as noted.

- 1. Commercial Building Assignments – Target Hazards Emergency Response**
Multi-unit commercial building response assignments shall include, but are not limited to, incidents where fire or smoke is visible or the possibility of large loss of life and have been predetermined to be “Target Hazards” requiring specific equipment for the response when the incident is due to:
 - Commercial Structure Fires
 - Report of Explosion or Collapse in a Commercial Building.
- 2. Commercial Building Assignments – Non – Target Hazard Emergency Response**
Multi-unit commercial response assignments include, but are not limited to, incidents where fire or smoke is visible or the possibility of loss of life or property due to:
 - Commercial Structure Fires
 - Report of Explosion or Collapse in a Commercial Building.
- 3. Residential Building Assignments Emergency Response**
Single residential response assignments include, but are not limited to, incidents where fire or smoke is visible or there is the possibility of loss of life due to:
 - Residential Structure Fires
 - Report of Explosion or Collapse in a Residential Building
- 4. Local Alarm / Still Alarm Assignment Emergency Response**
Single unit response assignments to a report of fire or emergency which can be handled by a single unit, including, but not limited to:
 - Fuel Leaks
 - Vehicle Fire
 - Brush Fire
 - Refuse Fire
 - Non-EMS Rescue
 - Electrical Problems, with potential of fire or injury
- 5. Emergency Medical Assist or Rescue Assignment Emergency Response**
FVFD response assignments to Medical Emergencies incidents to assist at the scenes of FVFD EMS or FVFD Rescue calls which may require Multi- or single-unit Fire response assignments to deliver patient extrication, heavy rescue, patient packaging, scene safety services and /or ambulance crew assistance, including, but not limited to:
 - Vehicle Accidents

Drowning
Electrocution/Shock
Fall
Heart Attack
Person Down/Unconscious
Person Trapped
Lifeflight Helicopter Landing Assistance
Other Trauma incidents
Heavy lifting assistance
Elevated Rescue

6. Hazardous Materials Incidents

Emergency Response

Multi-unit or single unit response assignments to a report of unconfined hazardous material situations, including but not limited to:

Chemical Spill/Leak
Compressed Gas Leak
Natural Gas Leak inside a structure or residence

7. Commercial Building Fire Alarm Assignment

**Emergency Response
– Limited Response**

Commercial building fire alarm response assignments include, but are not limited to, incidents where there is a report, or fire alarm, in a commercial structure.

8. Residential Building Fire Alarm Assignment

**Emergency Response
– Limited Response**

Residential building Fire Alarm response assignments include, but are not limited to, incidents where there is a report, or fire alarm, without visible smoke or fire in a residential structure.

9. Emergency Medical Services Responses

Emergency Response

FVFD EMS response assignments to Medical Emergencies to provide medical services and basic and advance life support and transportation to a hospital. EMS calls may require multi or single-unit response assignments to deliver patient care services as required.

10. Service Incidents

Non-Emergency

Single-Unit response to a request for non-emergency services including, but not limited to:

Bomb Threat – to assist Police Department
Invalid Assistance without injuries
Water Problems
Sprinkler Activation without Fire
Check Odor
Pest/Animal Rescue or Removal

APPENDIX D

TRAINING STANDARDS

Fire Training

FVFD will supply a minimum of 20 hours of in-service training per year to each firefighter. This standard and the courses that make up the total will be reviewed and updated as necessary by the FVFD Fire Training Chief.

Each year the In-Service Training Program will include, but not be limited to, the following:

1. In-Service Training

Consists of training on various subjects. This training may include equipment familiarization, preplanning, tactics, physical fitness, and other applicable subjects.

2. New Member Training

All new full time firefighters must complete this program within the first year of prior to being removed from probationary status. It features a series of skill tests and evaluations based on FVFD's Standard Operating Guidelines and the IFSTA manual. The station officers and chief officers administer these unless the member is sent to a recognized FF training academy or program outside of the department.

3. Minimum Company Standards

FVFD will maintain current department training in accordance with the minimum Company Standard as provided in the Standard Operating Guidelines for training. FVFD will provide a copy of the current Standard Operating Guidelines to be kept on file by the Contract Administrator.

4. Fire Ground Skills

The FVFD will do an annual evaluation on each firefighter for the following fire fighting skills.

- a. SCBA Proficiency
- b. Ladder Operations
- c. Salvage Skills
- d. Hose Evolutions

5. Incident Management System

All personnel will train in Incident Management System ("ICS") once a year. Content of course will include:

- a. Tactics
- b. Incident Stabilization
- c. Disaster Management

6. Driver Safety Training

All drivers training will be performed in accordance with the FVFD Standard Operating Guideline on Vehicle Operations and Drivers Training. FVFD will provide a copy of the current Standard Operating Guidelines to be kept on file by the Contract Administrator.

EMS Training

FVFD EMS will provide all EMS members with a minimum of 20 hours of in-service training opportunities per year. This standard and the courses that make up the total will be reviewed and updated as necessary by the FVFD EMS Training Chief and as required by the Texas Department of Health.

Each year the In-Service Training Program will include, but not be limited to, the following:

1. EMS Training

EMS personnel will maintain their training as required by the Texas Department of Health and FVFD Standard Operating Guidelines. FVFD will provide a copy of the current Standard Operating Guidelines to be kept on file by the Contract Administrator.

2. Driver Safety Training

All drivers training will be performed in accordance with the FVFD Standard Operating Guideline on Vehicle Operations and Drivers Training. FVFD will provide a copy of the current Standard Operating Guidelines to be kept on file by the Contract Administrator.

Access to Training Records

1. Access to Training Records:

In addition, and not more than every six months, and at its own expense, the City shall have the right to conduct a review of the training records of FVFD's Fire and EMS operations related training activity

APPENDIX E

FIRE PREVENTION/PUBLIC EDUCATION STANDARDS

The Fire Marshal's Office shall coordinate, when necessary, any fire prevention education activities for the public with FVFD.

FVFD shall be responsible to meet the following fire prevention goals:

- 1) FVFD will conduct home inspections on request 100% of the time.
- 2) Report on all activities conducted in accordance with the FVFD Public Education Plan. A report of all prevention activities shall be provided to the Contract Administrator as requested 100% of the time.
- 3) Develop annual Public Education Plan and submit it to the Contract Administrator at the same time as the Annual Report required by Appendix F.
- 4) Provide "Friends and Family CPR" courses to citizens and businesses in the community.
- 5) Provide free blood pressure checks at all fire stations, as crews are available.
- 6) The FVFD will report to the City Fire Marshal's Office any safety or code violation found during pre-fire surveys performed by the FVFD. All pre-fire inspections shall be coordinated through the Fire Marshal's Office.

APPENDIX F
REPORTING STANDARDS

1) FVFD shall submit the following monthly to the Contract Administrator:

- a) Exception Reports for fire service, explaining any failure to meet the performance measures.
- b) Total number of incidents responded to in the City by service type and estimated dollar loss.
- c) Report of Monthly Public Education and Fire Prevention Activities.
- d) Dispatch, turnout and travel response times for the Department.
- e) Total Incident Call Time Report, which shows the times when a call is received in the queue by Dispatch, turnout time, and when the first emergency unit arrives on the scene.

2) FVFD shall produce and file the following reports with the Contract Administrator by January 31st of each year based on the previous calendar year activity:

- a) FVFD Standard Operating Guidelines, along with its periodic updates.
- b) Public Education Plan
- c) Preventive Maintenance Schedule
- d) Apparatus Safety Inspection Reports for all Apparatus
- e) Facility Safety Inspection Reports for each station.
- f) Personnel Training Accomplishments: report on fulfillment of training requirements specified in Appendix D.

3) FVFD shall produce and file an Annual Report with the Contract Administrator by January 31st of each year based on the previous calendar year activity.

4) FVFD shall produce other reports upon request, as deemed appropriate and formally requested by the City.

APPENDIX G

TIME STANDARDS

For each failure to meet the performance measures below, FVFD shall submit a written Exception Report to the City Contract Administrator within ten days from the end of the month in which the exception occurred. Annually, these time standards will be reviewed by the Parties and modified by the City where appropriate. When combined, the Dispatch, Turnout and Travel add up to the Total Incident Call Time.

1. **Dispatch Time** (the time elapsed between the point when a call enters the call queue in the CAD system and the point when the dispatcher completes notification to emergency crews assigned to the response):

60 seconds
2. **Turnout Time** (the time elapsed between the point when the dispatcher assigns a first unit and the point when the first unit departs for the destination):
 - A. For structure fires, the required Turnout Time for Station #1 is 180 seconds between 0730-1730, and 300 seconds between 1730-0730 Mondays through Friday. On weekends the required Turnout Time for all Stations is 300 seconds.
 - B. For EMS calls, the required Turnout Time for all responses for the primary crew shall be 120 seconds between 0800-2100 and 180 seconds between 2100-0800
3. **Travel Time** (the time elapsed between the point when the first unit departs for the destination and the point when the first unit arrives at the destination):
 - A. Station 1 will respond within the service areas in 6 minutes or less 90% of the time.
 - B. Stations 2 and 3 each have split service areas. They will respond within parts of their service areas in six minutes or less, and other parts of their service areas in 8 minutes or less 90% of the time. The map included in this Appendix specifies those service zones.
 - C. For EMS calls, the required Travel Time for all responses for the primary crew shall be 5 minutes or less 90% of the time.
4. **Overall Performance.** Failure to meet the standards below may result in the termination of this Agreement. The standards below apply to station Travel Time computations. The percentages do not include calls that the Contract Administrator has identified as exceptions as defined by this Agreement.
 - A. The FVFD will maintain overall response time average of 8 minutes to all Fire Related or Rescue call incidents 90% of the time.

- B. The FVFD will maintain an EMS call overall response time of 7 minutes or less on all Primary on-duty unit calls 90% of the time.
- C. The FVFD will maintain an EMS call overall response time of 12 minutes on all backup or second out EMS calls 90% of the time.

5. **Exceptions to Time Standards.**

In assessing FVFD's performance in the Primary Service Area, the Contract Administrator will evaluate exceptions, which are situations beyond FVFD's control. It shall be FVFD's responsibility to document all exceptions. Exceptions may include the following situations.

- A. Downgraded Responses. Responses during which a FVFD unit(s) is instructed to "downgrade" from a higher priority level (such as an enroute downgrade from an Emergency Response to a Non-Emergency Response) by a caller, Duty Officer, Chief Officer, or an on-scene unit.
- B. Inclement Weather. Responses that occur during periods of inclement weather conditions and poor road conditions, which are severe enough to substantially impede FVFD's performance.
- C. System Overload. Unusual system overload; a period of time during which units from three or more stations are simultaneously on emergency calls originating from the Primary Service Area. This exception does not include incidents when FVFD has sent an apparatus outside the Primary Service Area, unless it did so pursuant to a City mutual aid agreement.
- D. Disaster. A declared disaster in the City, or a neighboring jurisdiction that has requested assistance from the City. For the purposes of this provision, the disaster must be affirmed by a declaration of disaster from an official having jurisdiction.
- E. Multiple Unit Responses. Incidents where more than one fire unit or EMS Unit is sent to a scene. Only the response time of the first unit enroute and the first unit to arrive shall be considered for the purposes of measuring performance. (These two units do not have to be the same unit for the purposes of calculating response times)
- F. EMS calls dispatched while On-Duty EMS unit is already committed to a call (Back-up EMS Calls). Incidents where more than one EMS call is occurring at the same time only the first call will be used for this calculation. Any subsequent calls received in the next 120 minutes will not be counted in the Overall performance numbers.
- G. Distance. All calls requiring response travel further than five miles from point of origin. This would include calls which occur when units are already committed

and responding to an initial call on one side of the city and a second call occurs across town and is a distance greater than 5 miles from the first call.

- H. Other. In addition to the exceptions above, responses during which FVFD was impeded by a factor out of its control may be determined to be an exception at the discretion of the Contract Administrator. Such approval of exceptions shall not be unreasonably withheld.

APPENDIX H

VEHICLE MAINTENANCE

1. FVFD shall be responsible for the maintenance of all City owned fire apparatus and fire support vehicles in accordance with this Appendix.
2. A vehicle maintenance log shall be kept for each vehicle and made available to the City, upon request, for review. Maintenance logs shall include, but not be limited to, the items listed in Item 4 below.
3. FVFD shall meet the Minimum Maintenance Standards on time, 95% of the time each year.
4. Minimum Maintenance Standards
 - a) Preventative maintenance ("PM") compliance rate shall be at least 90% on a monthly basis.
 - b) All apparatus Pump, Ladder and Emission tests must be performed on or before the scheduled dates.
 - c) Tires on Fire Apparatus must be replaced when tread depth reaches 5/32 inches.
 - d) Completed copies of PM check sheets, pump tests and ladder certification, with the appropriate work orders, shall be maintained by the FVFD and if requested provided to the Contract Administrator
 - e) Vehicles with safety related deficiencies must be taken out of service immediately and not returned to service until repairs are complete and checked.
5. FVFD shall obtain the approval of the City Contract Administrator, before the commencement of work, for any modification to City-owned fire apparatus or emergency apparatus, where the estimate of cost of the modification exceeds \$5000. This shall not include maintenance repairs which do not change the functionality of the apparatus.
6. The City's Contract Administrator will, in cooperation with FVFD, establish a maintenance schedule based on manufacture recommendations within 30 days of award of contract for all vehicles covered under this Contract, this will include developing PM, pump testing and routine repair time standards for each type of apparatus.
7. FVFD will work cooperatively with the Contract Administrator on the placement and use of apparatus.
8. FVFD must maintain a database of warranties on vehicles and equipment and use warranty service whenever possible.

9. Compliance with PM schedule and Reporting:
 - a) FVFD must complete preventative maintenance within 30 days of its scheduled occurrence.
 - b) FVFD must complete pump, ladder test as required. Written results of all tests specified above shall be forwarded to the Contract Administrator for Insurance rating purposes.
10. Vehicle Replacement Schedule:
 This schedule shall serve as a guide for the development of the 5-year Vehicle Replacement Plan. Actual replacement of vehicles will be subject vehicle condition and maintenance history at the expected time of replacement.

Type of Apparatus		Average Life Expectancy
Custom Pumper		20 years
Commercial Chassis Pumper		15 Years
Aerial Ladder Truck		20 years
Rescue Truck		15 years
Brush truck		10 years
Boats		15 years
Utility unit		7 years
Support Vehicles (EMS Response vehicles, Support Pick-up Trucks, Specialty Support vehicles)		7 years
Ambulances – Light Truck Chassis (i.e. F350)	5 years for Chassis	10 years for Module
Ambulances – Heavy or Medium Duty Commercial Truck Chassis	Module Renovation at 5 Years	10 Years for Chassis and Module
Command Vehicles		7 years
Duty Officer Command Vehicle and EMS Supervisor's Vehicle		5 years
Boat motors		15 years
Reserves		Until replaced or unsafe to operate

11. The FVFD shall develop specifications for the purchase of pumper, fire apparatus, quint or aerial fire apparatus and special service apparatus.
12. The City shall provide reports to FVFD on fuel usage, as agreed upon by the City Manager or the City Manager's delegate.
13. In addition, every six months and at its own expense, the City shall have the right to conduct a review of the maintenance records of FVFD's Fire and EMS vehicle maintenance of the vehicle owned by the City.

APPENDIX I

APPARATUS ASSIGNMENT FIRE AND EMERGENCY-RELATED

The following is a list of the fleet of City owned apparatus to be operated by the FVFD in fulfillment of this contract. Additions and deletions to this fleet listing shall be approved by the Contract Administrator. At a minimum, the Parties shall review this list on an annual basis.

Fire Suppression / Rescue Vehicles			
Year	Description		Purpose
1985	Ford F350 Utility Bed Truck	Support 1	Fire Ground Support
1985	Pierce Arrow 1250 GPM Pumper	Engine 30	Fire Suppression/Rescue
1990	Ford F350 4X4 Pick-up Truck with Skid Pump Unit	Brush 2	Fire Suppression/Rescue
1992	Pierce Javelin 2000 GPM	Engine 2	Fire Suppression/Rescue
2001	Ford Expedition 4 x 4	Car 801	Chief Vehicle
1995	General Commercial 1250 GPM Pumper	Engine 3	Fire Suppression/Rescue
1998	Ford Expedition	Duty Officer Response Vehicle	Fire Suppression/Rescue
1999	General Fire/Rescue Pumper 2000 GPM	Engine 1	Fire Suppression/Rescue
1999	Ford Expedition 4 x 4	Car 800	Chief Vehicle
2000	Pierce 100 Foot Platform Ladder Truck	Truck 1	Fire Suppression/Rescue
2001	Ford F350 Pick-up Truck 4 x 4	Squad 1	Fire Ground Support
2002	Ford F150 Pick-up Truck	Car 802	Chief Vehicle

Emergency Medical Services Vehicles			
Year	Description		Purpose
1993	Ford Crown Victoria	Medic 44	Medic Response Vehicle
2002	Ford Chassis Modular Ambulance	Ambulance 49	Ambulance
1996	Ford Chassis Modular Ambulance	Ambulance 47	Ambulance
1997	Ford Crown Victoria	Medic 41	Medic Response Vehicle
2004	Ford Explorer	Medic 43	Medic Response Vehicle
1999	Ford Expedition	Medic 400	EMS Chief Vehicle
2004	Ford Expedition	Medic 499	EMS Supervisors Vehicle
1999	Ford Chassis Modular Ambulance	Ambulance 46	Ambulance
2001	Ford Explorer	Medic 45	Medic Response Vehicle

The following is a listing of apparatus assignments in effect at the beginning of this agreement. Permanent changes to the apparatus assignments shall result in a notification to the City's Contract Administrator. Apparatus deployment shall be in compliance with insurance rating standards. At a minimum, the Parties shall review this list on an annual basis.

Station 1 – 1000 South Friendswood Drive

Fire Suppression / Rescue Vehicles			
Year	Description		Purpose
1985	Ford F350 Utility Bed Truck	Support 1	Fire Ground Support
1999	General Fire/Rescue Pumper 2000 GPM	Engine 1	Fire Suppression/Rescue
2000	Pierce 100 Foot Platform Ladder Truck	Truck 1	Fire Suppression/Rescue
2001	Ford F350 Pick-up Truck 4 x 4	Squad 1	Fire Ground Support
1999	Ford Expedition 4 x 4	Car 800	Chief Vehicle
2002	Ford Expedition 4 x 4	Car 801	Chief Vehicle
2002	Ford F150 Pick-up Truck	Car 802	Chief Vehicle

2001	Chev.C3500 Stake Body Truck	Utility 1	Dept. Support Vehicle
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Emergency Medical Services Vehicles			
2002	Ford Chassis Modular Ambulance	Ambulance 49	Ambulance
1996	Ford Chassis Modular Ambulance	Ambulance 47	Ambulance
1997	Ford Crown Victoria	Medic 41	Medic Response Vehicle
2004	Ford Explorer	Medic 43	Medic Response Vehicle
1999	Ford Expedition	Medic 400	EMS Chief Vehicle
1999	Ford Chassis Modular Ambulance	Ambulance 46	Ambulance
2001	Ford Explorer	Medic 45	Medic Response Vehicle
2004	Ford Expedition	Medic 499	EMS Supervisors Vehicle
1993	Ford Explorer	Medic 44	Medic Response Vehicle

Station 2 – West Parkwood

Fire Suppression / Rescue Vehicles			
Year	Description		Purpose
1992	Pierce Javelin 2000 GPM	Engine 2	Fire Suppression/Rescue
2002	Rescue Boat	Boat 2	Water Rescue
1996	Ford F350 4X4 Brush Truck with Pump	Brush 2	Fire Suppression/Rescue

Station 3 – Laura Leigh

Fire Suppression / Rescue Vehicles			
Year	Description		Purpose
1985	Pierce Arrow 1250 GPM Pumper	Engine 30	Fire Suppression/Rescue
1995	General Commercial 1250 GPM Pumper	Engine 3	Fire Suppression/Rescue

Water Rescue / Water Crafts Equipment

Fire Suppression / Rescue Vehicles			
Year	Description		Purpose
2002	Boat w/ 55 HP motor w/ trailer	Rescue 2	Water Rescue
1980	Boat w/ 25 HP motor w/ trailer	Rescue 1	Water Rescue
1984	Boat w/ 25 HP motor w/ trailer	Rescue 3	Water Rescue
Unk	Boats flat bottom w/ trailer		Water Rescue
Unk	Boats with Trailer		Water Rescue

Specialty Equipment

Fire Suppression / Rescue Vehicles			
Year	Description		Purpose
1997	Foam Support Trailer	Foam 1	Fire Suppression
2003	EMS Special Events Trailer	EMS Support 1	Public Relations and Specials Events

APPENDIX J

PAID STAFFING

Following is a list of expected Daytime on-duty personnel to be scheduled at each station in accordance with Section 20. FVFD may move personnel from one piece of apparatus to another within a station in order to provide the best possible response to an incident. Part-time on-duty personnel will be scheduled to cover 10 hours shifts Monday – Friday. Routine Shift for part-time paid staffing will start at 0730 – 1730. Volunteer manning will be provided, as it is available. The Staffing Levels will be reviewed at least annually during the City Budget process. Increases in staffing will be based on increases in call volumes and available daytime volunteer response.

Station 1 – 1000 South Friendswood Drive

<i>Fire Suppression / Rescue Personnel</i>			
Number	Description		Purpose
1	Fire Captain / Shift Supervisor (Full Time Position, 40 hours per week schedule)	805	Fire Suppression/Rescue
4	Firefighter / EMT	Engine 1/Truck 1	Fire Suppression/Rescue

<i>Emergency Medical Services Personnel</i>			
1	TDH Certified Paramedic	Ambulance	EMS Response / Fire Support
1	TDH Certified EMTB or EMT-I or Paramedic	Ambulance	EMS Response / Fire Support

<i>Administrative Personnel</i>			
2	Administrative Secretary (1 Full time FTE and one part-time FTE (20 hours)		Administrative

Station 2 – West Parkwood

	Volunteer Manning		Fire Suppression/Rescue
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Station 3 – Laura Leigh

	Volunteer Manning		Fire Suppression/Rescue
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APPENDIX K

COMPENSATION SCHEDULE

1. Personal Services and Related Expenses Compensation

- a. The Parties shall determine FVFD's total annual compensation for services and related administration expenses by utilizing the regular City budget and appropriation process, each fiscal year.
- b. Payments against that budget shall be made to the FVFD quarterly to include $\frac{1}{4}$ of the agreed upon budget and any adjustments as approved by council.
- c. The City shall provide an advance with the first payment under this contract equal to $\frac{1}{12}^{\text{th}}$ of the initial annual budget for salary and benefits. This advance will create a cash contingency to assist the FVFD in meeting cash flow requirements for payroll. This shall be a one time additional payment and shall be reimbursed to the City when sufficient revenues are generated by the FVFD to make this advance unnecessary or at the end of this contract.

APPENDIX L

RESPONSE ZONE MAP

[Kept as a separate document in Adobe format, called “Fire Map”]

APPENDIX M

INSURANCE SCHEDULES

1. Insurance Representations and Requirements.

FVFD shall purchase and maintain policies of insurance with the minimum levels of coverage as set forth in this Appendix. Such policy or policies of insurance shall include termination endorsements which require not less than thirty (60) days' prior written notice to City prior to termination thereof.

- A. **No Representation of Coverage Adequacy.** By requiring insurance, the City does not represent that the coverage and limits will be adequate to protect the interests of the City. The City reserves the right to review FVFD's insurance policies and/or an endorsement related to this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve FVFD from, nor be construed or deemed a waiver of, FVFD's obligation to maintain insurance.
- B. **Additional Insured.** All of FVFD's insurance coverage's, except Workers Compensation insurance and Professional Liability insurance, shall name City, its agents, representatives, volunteers, officers, and employees as Additional Insured's.
- C. **Primary Insurance.** FVFD's insurance shall be primary insurance as respects performance of this Agreement and in the protection of the City as an Additional Insured.
- D. **Coverage Term.** All insurance required herein by FVFD shall be maintained in full force and effect to the extent necessary to satisfy all claims arising out of the performance of this Agreement, and such policies shall provide coverage for a period of two years after termination of the policy period. (Policy (ies) to cover all events during coverage period, and if a lawsuit is filed during the term or within two years after termination of the policy, it would still be required to cover the loss.)
- E. **New Certificates.** If FVFD replaces or upgrades any of its policies under the terms of this Agreement, FVFD shall forward renewal Certificates to the Contract Administrator within ten days after the effective date of the policies.

2. Types of Coverage Required.

The Friendswood Volunteer Fire Department shall purchase and maintain continuous insurance coverage during the term of its contract with the City of Friendswood ("City"), including any extensions or renewals thereof, as set forth below:

- A. Standard Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$3,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$3,000,000 products/completed operations aggregate), and XCU (explosion, collapse, underground) hazards and contractual liability.

- B. Personal injury limits of \$1,000,000 must be included in the insurance. Coverage must be written on an occurrence basis and must not exclude liability arising out of the providing of, or failure to provide, firefighting or emergency services, unless separate professional liability insurance is otherwise maintained for these operations by FVFD. Coverage for healthcare service, such as, but not limited to, EMT's, paramedics, medical director, etc., may be included in the policy; provided, however, coverage is not otherwise maintained in a separate professional liability insurance policy.
- C. Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits of \$1,000,000 each occurrence, each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- D. Automobile Liability and Physical Damage insurance shall be purchased for all vehicles that are furnished by the City to FVFD under the terms of the contract between the City and FVFD. Automobile Liability insurance shall be purchased at a limit of \$1,000,000 per accident for bodily injury and property damage. The policy must also include coverage for vehicles that are owned by FVFD, plus non-owned and hired car coverage. The liability coverage must be included with the endorsement - "Hired Autos as Specified Owned Vehicles."
- E. The Auto Physical Damage must be written for comprehensive and collision perils for those vehicles owned by the City and furnished to FVFD pursuant to the terms of the contract between the City and FVFD.
- F. An inland marine equipment floater shall be maintained by FVFD to cover the replacement cost of personal property items, specialized equipment, communication and medical devices and similar property that is furnished to FVFD by the City pursuant to the terms of the contract between the City and FVFD.
- G. Professional Liability insurance for the rendering of or failure to render, firefighting, healthcare or other emergency services must be purchased at a minimum limit of \$1,000,000 per claim/\$2,000,000 aggregate. This coverage may be included in the CGL coverage (Item 1 above) or by purchasing a separate insurance policy. If coverage is claims-made, a policy retroactive date that is equivalent to the inception date (or earlier) of the contract between the City and FVFD must be maintained during the full term of said contract, including any extensions thereto and/or renewals thereof. Coverage for professional liability must be maintained for at least two years after the expiration of the contract between the City and FVFD, provided, however, the coverage is written on a claims-made basis. At a minimum, contractual liability coverage should be included and extend to situations in which FVFD would otherwise be legally liable as a matter of law.

- H. Supplemental Insurance and Modifications: The City, at its sole discretion, may require modifications to the insurance requirements, inclusive of, but not limited to, increases in limits, coverage enhancements, changes to the provisions, or other similar requirements. These changes and/or supplemental requirements will be considered within the context of prudent risk management practices and strategies that are consistent with customary industry practices.
 - I. Accidental Death and Dismemberment (A. D. & D.) coverage for all volunteer members of the FVFD and part-time personnel to include Accidental Death coverage, Disability and lost time coverage due to disability or inability to continue in the individuals normal employment due to covered injury.
3. With reference to the foregoing insurance requirements, FVFD shall specifically endorse applicable insurance policies as follows:
- A. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - B. A waiver of subrogation in favor of the City, its agents, representatives, volunteers, officials and employees shall be contained in all required policies.
 - C. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
 - D. All insurance policies shall be endorsed to the effect that the City will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
 - E. Required limits may be satisfied by any combination of primary and/or excess umbrella liability insurances.
 - F. FVFD may maintain reasonable and customary deductibles. FVFD is responsible for satisfaction of the deductibles.
 - G. Insurance must be purchased from insurers that are financially acceptable to the City and that have a minimum A.M. Best rating of A -:VII.
4. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- a. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - b. Shall specifically set forth the notice-of-cancellation or non-renewal provisions to the City.

5. Upon request, FVFD shall furnish the City with certified copies of all insurance policies.
6. The insurance requirements set forth herein by the City expressly do not warrant or represent the adequacy of the amounts or kinds of insurance that FVFD should purchase. FVFD should consult with its insurance advisor regarding all matters dealing with the purchase of insurance coverage's.
7. The City shall maintain continuously, during the term of the contract with FVFD (including any extensions thereto or renewals thereof), "all-risk" (special form) property insurance for replacement cost on all real property, structures and appurtenances that it owns and that are utilized in the performance of said contract. The City shall not be responsible for insuring FVFD's improvements and betterments or any personal property of FVFD. The City agrees to waive subrogation against FVFD.
8. **Workers' Compensation Insurance Funding:** As an incentive to promote safety of FVFD members and employees the City agrees to fund the FVFD Workers' Compensation Insurance at a rate equal to the experience modifier of 1.0 (WC Premium X Experience Modifier 1.0). Therefore, any premium exceeding the 1.0 experience modifier shall be funded by the FVFD and any premium less than a 1.0 experience modifier shall be considered surplus funds for the FVFD. All other insurance requirements will be funded at cost.

APPENDIX N

FVFD Dorm Resident Contract

Reserved for a copy of the FVFD Dorm Residence Contract

**AMENDMENT TO THE AGREEMENT FOR FIRE FIGHTING AND EMERGENCY MEDICAL SERVICES
BETWEEN
THE CITY OF FRIENDSWOOD AND FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT, INC.**

IN THE AGREEMENT FOR FIRE FIGHTING AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF FRIENDSWOOD AND THE FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT, INC., IN SECTION 4, i., ON PAGE 5 OF 46, IT STATES "IN THE EVENT THAT THE CITY AND THE FVFD MUTUALLY AGREE TO ESTABLISH FEES FOR SERVICES THAT ARE PROVIDED UNDER THIS CONTRACT, THE REVENUES COLLECTED WILL BE USED AS MUTUALLY AGREED BY THE CITY AND THE FVFD TO SUPPORT THIS CONTRACT."

WITNESSETH that the City of Friendswood ("City") and the Friendswood Volunteer Fire Department, Inc. ("Contractor"), in consideration of the mutual covenants, promises and agreements set forth herein agree to amend the "Contract" dated October 1, 2004, to address billing for EMS ambulance services ("EMS Billing") within the City of Friendswood.

THE CITY WILL:

- A. Be responsible for the implementation and management of EMS Billing and EMS Billing Services Provider ("Provider") including the assessment of ad valorem taxes, contracting with service providers, billing, collection and revenues received from ambulance service fees.
- B. Through its agreement with Contractor, ensures that reliable, high quality Emergency Medical Services are provided on an uninterrupted basis, fully consistent with established clinical standards, and Texas law and as agreed between City and Contractor.
- C. Designate the Fire Marshal's Office as Primary Point of Contact to provide oversight and coordination of the contract of the Contractor's EMS operations.
- D. To the extent allowed by law, indemnify and hold harmless Contractor for any claims made with respect to the activities of the Provider or City related to EMS Billing Contractor agrees that Contractor shall be held accountable for the data it provides to the City and Provider.
- E. Provide funding for any direct costs incurred by Contractor related to the implementation and execution of this amendment.
- F. Establish costs and policies for EMS Billing.

THE CONTRACTOR WILL:

- A. Coordinate with the City and the City's Provider to implement the billing and collection services, including, but not limited to, providing the City and Provider the documentation and information described under the Responsibility of Client" in Section 4a-4p of the "Agreement for Specialized Professional Ambulance Billing

Services”, attached hereto as **Exhibit A**, and made a part hereof for all purposes.

- B. Assist the City in preparing the application and providing all required documentation necessary for the City to successfully submit an Emergency Medical Services Provider License Application to the Texas Department of State Health Services, allow Lisa Camp to serve as the Administrator of Record under the City’s new EMS Provider License, assist the City in obtaining a Medicare/Medicaid Number and maintain expertise through training in billing Medicare/Medicaid and other third party payers of ambulance services.
- C. Comply with the requirements outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers (Federal Register, Vol. 68, No. 56, March 24, 2003).
- D. Train Contractor’s EMS personnel on the completing accurate and complete documentation and information to be provided to the Provider and the billing procedures in order to assist in obtaining the information needed to maximize collections.
- E. Operate, manage and make available upon request to the City the data collection system in accordance with all City standards. It is understood that the data collection system shall include, but not be limited to, the following generally described sources:
 - 1. A uniform dispatch report form to the City’s specifications utilizing OSSI;
 - 2. A uniform ‘electronic patient care report’ form (“ePCR”); and
 - 3. Continuing education and certification records documenting required training compliance.
- F. Regardless of whether or not a transport occurs ensure a ePCR is completed for each patient for whom care is rendered at the scene, regardless how patients are transported or if multiple patients are transported in the same ambulance.
- G. Provide the City and City’s ambulance billing service with accurately completed ePCR. All ambulance personnel are responsible to obtain the minimum information required on a patient care form in order for it to be accepted by the City’s ambulance billing service and shall include either:
 - 1. Correct name, or
 - 2. Correct social security number with a correct date of birth, and
 - 3. Additionally, every ePCR must have a correct patient address or a correct patient telephone number; and, the signature of the patient or responsible party or a clearly stated reason why the patient is unable to sign.
- H. Will take steps to coordinate the patient information with the hospital at transfer of patient care.

- I. Will comply with all rule changes that are within the reasonable control of the Contractor.
- J. Ensure all ePCRs are made available or transferred to the Provider electronically as soon as the Contractor deems the ePCR to be quality reviewed and complete.
- K. Implement a comprehensive Compliance Program for Contractor's EMS activities, particularly those related to documentation and the City's efforts in claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers (Federal Register, Vol. 68, No. 56, March 24, 2003).
- L. Purchase and maintain information technology systems necessary to implement the ePCR system and interfaces to the Provider.
- M. Not use or further disclose protected health information other than as permitted or required by this Agreement and use appropriate safeguards and comply with all federal, state and local laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), its security and privacy rules and the Health Information Technology and Clinical Health Act, ("HITECH Act.")

CONTRACT DOCUMENTS: The "Contract Documents" consist of:

- A. Agreement for Specialized Professional Ambulance Billing Services between the City of Friendswood, Texas and Emergicon, LLC, dated August __, 2018, attached here to as **Exhibit A**, and the Business Associate Agreement between City of Friendswood, Texas and Emergicon, LLC, attached hereto as **Exhibit B**.
- B. City of Friendswood Volunteer Fire Department Contract effective October 1, 2004, in **Exhibit C**.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and made a part of this Agreement for all purposes.

Amendment to this Agreement. The City Manager of City and President of Contractor have the authority to approve any further amendments to this Agreement and they have the authority to execute said further amendments.

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be signed by its respective duly authorized representative on this ____ day of _____, 2018.

CITY OF FRIENDSWOOD

**FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT, INC.**

CITY MANAGER

PRESIDENT

Morad Kabiri

Gregory Otto

ATTEST:

By: _____
Melinda Welsh, TMRC
City Secretary

EXHIBIT A

EXHIBIT B

EXHIBIT C



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: August 16, 2018

Dept. Clearances: Morad Kabiri

Prepared by: Karen Capps, CMO/Economic Development

Subject: Approval of Grant Writing Services with Sherri Riveron

Originating Department: CMO

City Attorney Review: MKF

Proceeding: Discussion & Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$83,000. Amount Budgeted: 0

Appropriation Required: \$83,000. Source of Funds: GF Fund Balance

FINANCE APPROVAL: krh

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Over the past several months, Staff has discussed grant opportunities that could potentially fund city infrastructure projects (such as, Friendswood Lakes Boulevard extension from FM 528 to FM 2351 and the FM 528/Windsong sanitary sewer). Several funding sources have been identified.

The attached one-year contract and scope of services with Riveron Corp will perform grant research, project development, funding source placement, present the city's projects at federal, state and other government entity meetings, complete and submit grant applications, and upon grant award, oversee the administration of grants through closeout of those projects.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The pursuit of and potential award of any funding from an outside agency/entity will reduce the fiscal burden on the City and improve infrastructure.

RECOMMENDATIONS

Staff recommends Council authorize the Mayor to execute a contract with Riveron Corp for infrastructure related grant writing services.

ATTACHMENTS

[Riveron Contract](#)
[Attachment A](#)
[Riveron Experience](#)

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON/HARRIS §

AGREEMENT FOR PROFESSIONAL SERVICES – GRANT CONSULTING SERVICES

THIS AGREEMENT, entered into as of this 10th day of, September, 2018, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by action of the City Council of the City of Friendswood and Riveron Corp., 1533 W. Alabama St., Suite 100, Houston, Texas 77006 (hereinafter called the "GRANT CONSULTANT") acting herein by Sherri B. Riveron, Riveron Corp., President hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the GRANT CONSULTANT to render certain professional services hereafter described in "Scope of Services" for the project briefly described as grant research, writing and administration: NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. ENGAGEMENT OF GRANT CONSULTANT

The CITY hereby agrees to engage the GRANT CONSULTANT and the GRANT CONSULTANT hereby agrees to perform the "Scope of Services" hereinafter set forth. This Agreement shall be performed in Galveston County, Texas.

II. SCOPE OF SERVICES

The Scope of Services includes the city's infrastructure projects that may be eligible under TxDOT, EDA, and CDBG-DR programs. The Scope of Services does not include housing related projects or FEMA funded projects.

A. BASIC SERVICES

The work is further described as Basic Services and detailed on Attachment A – Grant Proposal Services dated August 15, 2018.

B. ADDITIONAL SERVICES

All work performed by GRANT CONSULTANT at the request of CITY which is not included in the Basic Services defined above, shall constitute Additional Services. Additional Services may be agreed upon for an additional fee at the time and in writing by both the City and GRANT CONSULTANT. Additional services may include acquisition activities; court attendance relating to acquisition; and, any other agreed services.

C. REIMBURSEMENT

Printing, mailing, and miscellaneous administrative expenses for grant applications prepared by GRANT CONSULTANT, not expected to exceed \$1,200. Receipts will be submitted on a monthly basis for reimbursement.

III. TIME OF PERFORMANCE

GRANT CONSULTANT shall proceed immediately upon execution of this Agreement with performance of the services called for under the Basic Services with completion within 365 calendar days after execution. City and Grant Consultant may mutually agree in writing to renew or extend this Agreement for a specified period of time.

IV. INFORMATION AND SERVICES TO BE FURNISHED GRANT CONSULTANT

It is agreed that the CITY shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are required for grant applications and presentations. The CITY and its agents including other service providers shall cooperate with the GRANT CONSULTANT and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Agreement. Grant Consultant is entitled to rely upon the accuracy of all information, data, maps, documents, drawings, records, provided by City staff and other city service providers for each specific project.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services and Reimbursables for the work as described in Attachment A, hereto shall not exceed the sum of \$83,000 (Eighty-Three Thousand dollars) unless specifically authorized by the CITY. GRANT CONSULTANT will be paid in equal monthly amounts of \$6,750 for Basic Services.

B. PAYMENT

GRANT CONSULTANT shall invoice CITY monthly for its services and reimbursables incurred by GRANT CONSULTANT for services performed under the direction and control of GRANT CONSULTANT as described herein. The CITY will pay GRANT CONSULTANT from non- grant funds.

CITY agrees to pay GRANT CONSULTANT at its designated office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the

unpaid balance of invoices not paid within thirty-one (31) days after date of invoice. The GRANT CONSULTANT shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Government Code.

VI. RECORDS

GRANT CONSULTANT shall keep accurate records, including grant related applications, agreements, and administration documents and provide completed copies to the city periodically and at close out of any funded grants.

VII. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY. GRANT CONSULTANT may retain reproducible copies of drawings and other documents for its use.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The GRANT CONSULTANT shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this Agreement, whether the operations be by himself or by any subcontractor.

GRANT CONSULTANT agrees to maintain, during the service period, Professional Liability Insurance coverage of \$1,000,000 per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the GRANT CONSULTANT'S negligent or wrongful act or omission in the performance of services under this Agreement.

IX. INDEMNIFICATION

GRANT CONSULTANT shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of GRANT CONSULTANT and shall exonerate, indemnify, hold harmless, and defend the CITY, its officers, agents and all employees from any and all liability, loss or damage arising out of Grant Consultant's noncompliance with such laws, rules and regulations, without limitation. GRANT CONSULTANT shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Laws with respect to GRANT CONSULTANT'S employees. Further, GRANT CONSULTANT shall exonerate, indemnify, hold harmless, and defend the CITY, its officers, agents and all employees from any and all liability, loss, damages, expenses or claims

arising out of any act of negligence, intentional tort or failure to pay a subcontractor or supplier of GRANT CONSULTANT in connection with any of the work performed or to be performed under this Agreement by GRANT CONSULTANT.

X. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:

CITY OF FRIENDSWOOD
910 S. Friendswood Dr.
Friendswood, Texas 77546
Attn: Morad Kabiri, P.E., AICP
Title: City Manager

GRANT CONSULTANT:

RIVERON CORP
24165 IH 10 West, Suite 217-494
San Antonio, Texas 78257
Attn: Sherri B. Riveron
Title: President

All notices and communications under this Agreement shall be mailed or delivered to CITY and GRANT CONSULTANT at the above addresses, respectively.

XI. CAPTIONS

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

XII. SUCCESSORS AND ASSIGNMENTS

The CITY and the GRANT CONSULTANT each binds themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the GRANT CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

XIII. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the GRANT CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the GRANT CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the GRANT CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the GRANT CONSULTANT under this Contract shall be delivered to the CITY, and the GRANT CONSULTANT shall be

entitled to receive payment of a prorated monthly fee and reimbursables.

Notwithstanding the above, the GRANT CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by the GRANT CONSULTANT and the CITY may withhold any payment to the GRANT CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the CITY from the GRANT CONSULTANT is determined.

XIV. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the GRANT CONSULTANT. If the Agreement is terminated by the CITY as provided herein, the GRANT CONSULTANT shall be paid for the prorated monthly fee and reimbursables incurred up to the termination date. If this Agreement is terminated due to the fault of the GRANT CONSULTANT, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

XV. TERMINATION BY GRANT CONSULTANT

The GRANT CONSULTANT may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the CITY. If the Agreement is terminated by the GRANT CONSULTANT as provided herein, the GRANT CONSULTANT shall, within thirty (30) days of the notice, deliver to the City all project files documents and reports related to grant projects, and provide a status of the projects. Grant Consultant shall be paid for the prorated monthly fee and reimbursables incurred up to the termination date.

XVI. CHANGES

The CITY may, from time to time, request changes in the scope of the services to be performed by the GRANT CONSULTANT under this Agreement. Such changes, including any increase or decrease in the amount of the GRANT CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and GRANT CONSULTANT shall be incorporated in written amendments to this Agreement.

XVII. PERSONNEL

A. The GRANT CONSULTANT represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder shall be performed by the GRANT

CONSULTANT or under its supervision and all personnel engaged in the

work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.

- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Agreement.

XVIII. REPORTS AND INFORMATION

The GRANT CONSULTANT shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

XIX. CIVIL RIGHTS

The GRANT CONSULTANT shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex or national origin, while performing work on behalf of the CITY.

The GRANT CONSULTANT shall carry out its work under this Agreement in a manner that shall ensure full compliance by the CITY with the Statute.

XX. INTEREST OF GRANT CONSULTANT AND EMPLOYEES

The GRANT CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

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

XXI. VERIFICATION AND COMPLIANCE WITH STATE LAWS

By signing this Agreement and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the GRANT CONSULTANT verifies she is in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B. No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

1. GRANT CONSULTANT is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.
2. GRANT CONSULTANT does not boycott Israel; and
3. Will not boycott Israel during the term of this Agreement.

XXII. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either party.

XXIII. VENUE

Any action brought by either party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**PROFESSIONAL SERVICES
FOR GRANT CONSULTING**

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of GRANT CONSULTANT by Sherri B. Riveron, its President shown below, and on behalf of the CITY by Michael Foreman, its Mayor, thereto duly authorized this 10th day of September, 2018.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

GRANT CONSULTANT:

CITY OF FRIENDSWOOD, TEXAS

RIVERON CORP

MAYOR

BY: _____
PRESIDENT

DATE: _____

DATE: _____

ATTEST:

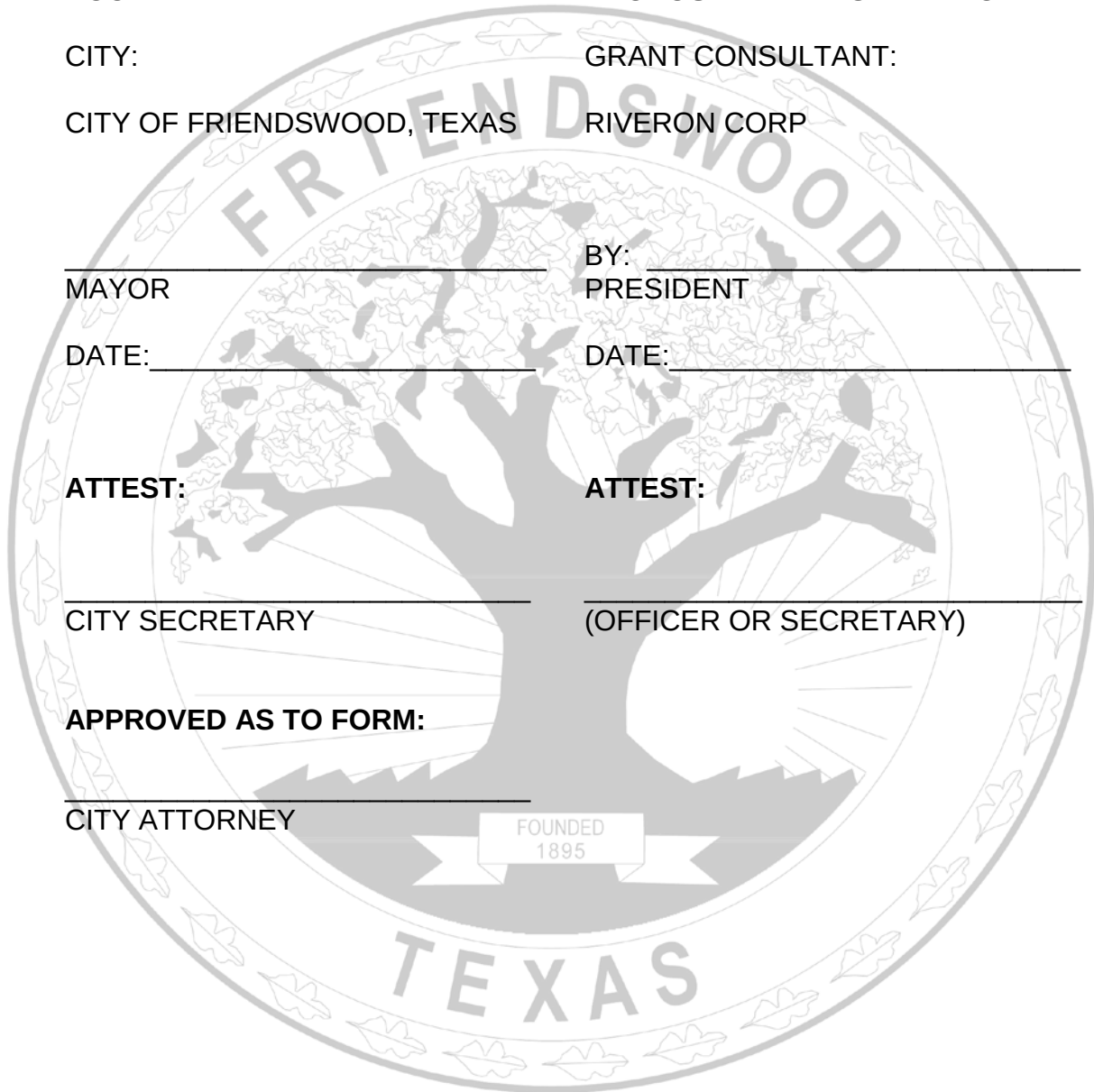
ATTEST:

CITY SECRETARY

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



Riveron Corp.

City of Friendswood
Morad Kabiri, PE, AICP
City Manager
910 South Friendswood Drive
Friendswood, Texas 77546

August 15, 2018

Dear Mr. Kabiri:

Thank you for the opportunity to present our proposal for grant related research, writing and administration services for the city's eligible infrastructure projects including roads and bridges, drainage, detention ponds, and buildings. Riveron will use our more than 25 years expertise and experience with federal regulations and federal and state program rules and processes to develop the City's projects and pursue placement in federal and state funded programs. In addition, our goal will be to reduce or eliminate any required city matching funds commonly required on grants.

It is understood that the city has infrastructure projects that may be eligible under several different funding sources including TxDOT, EDA, and CDBG-DR. Many with short firm deadlines to apply. It is understood that the city is separately handling its FEMA funded projects. The city understands that it is impossible to guarantee that a project will be funded. We have a proven record of success and will use our best efforts toward gaining approval of funding for your projects.

Riveron will perform the attached scope of work to include research, project development, funding source placement, presenting the city's projects at federal, state and other government entity meetings, completion of applications, and upon grant award, administration through close out of those projects. Riveron Corp. is entitled to reply upon all project related information received from the City and its procured vendors including but not limited to engineer, surveyor, environmental, appraiser and legal department (Riveron will assist the city in its proper procurement of these services where needed), and Riveron is released from any liability for such reliance.

This agreement will be for one year. Our quote of \$81,000 is based on a fixed fee for 12 months. Equal amount invoicing of \$6,750 will occur on a monthly basis and payment is due upon receipt. In addition, we anticipate reimbursable expenses for required mailings and any extraordinary required printing. Receipts will be submitted for reimbursement along with the monthly invoice for services. Should additional or unanticipated extra ordinary time or services be needed

on the projects, the City and Riveron may mutually agree at that time for additional services and fees (an example of this would be preparation for or attendance at condemnation proceedings). Also, the City and Riveron may agree in writing to extend this agreement, same fee terms.

It is understood that payment for Riveron will be wholly from non-grant funds. A substantial amount of work is performed prior to any awards especially when working with multiple possible sources for funding. We will work to reduce the overall projects' cost burden on the city by working to significantly reduce or eliminate any required matching funds. Where more than one source is funding a single project, it would be cost prohibitive to separate out our time and apply it to various funding sources.

A minimum thirty-day (30 day) written notice of termination (without cause) of this agreement may be given by either the City or Riveron to be delivered by confirmed receipt of email to SRiveron@RiveronCorp.com and telephone call to plan orderly transfer of the project and related documents, etc.

Please let me know if you have any questions or need additional information. We look forward to working with you on these projects.

Sincerely,

Sherri Riveron

Sherri Riveron, President
Riveron Corp.

Scope of Work

Riveron Corp. services will be provided in conformance with federal and state laws and the funding source guidance documents, forms and processes. Riveron shall research, and provide pre-funding and post-funding grant administrative services to complete the awarded projects, including, but not limited to the following:

Research and Strategic Planning Services

Riveron will provide expertise in developing and placing city infrastructure projects for federal and state funding. Riveron will provide guidance to city staff on structuring projects and pre-application activities. Riveron will coordinate with various funding entity personnel as needed regarding eligibility and any possible waivers to the regulations. Riveron will attend meetings and make presentations as needed to secure funding.

Pre-Funding Services

Riveron will work with the city and its engineer to develop project scope and completion of grant applications. Riveron will work with the city to provide concise descriptions needed for submission of funding applications and related documents. Riveron will assist the city in properly procuring other professional service providers as needed to preserve eligibility for grant reimbursement, including engineering, surveying, environmental, etc.

Post-Funding Services

Riveron will work with the City to administer and complete projects approved for funding. Riveron will follow requirements of the funding source program guides and requirements. Where more than one funding source is involved, Riveron will administer in compliance and coordinate with all funding sources. Each source may require different reports for the same information, different forms, documentation and other requirements. Riveron is pre-certified to provide administrative services for TxDOT projects and has completed the required training to administer where required by various grant funding agencies.

Grant Administration Services – Infrastructure

Typical administration activities include the following-

Administrative:

- Coordinate with the funding entity and any other appropriate contractor, subcontractor, or governmental or private entity necessary to effectuate the services under this agreement.
- Ensure program compliance including all federal requirements applicable to the funding program.
- Assist the city in establishing and maintaining financial processes.
- Obtain and maintain copies of the City's most current contract including all related change requests, revisions and attachments.
- Establish and maintain record keeping systems.
- Resolve monitoring and audit findings.

- Serve as monitoring liaison.
- Work with the City to resolve third party claims.
- Submit timely responses where requested by funding entities for additional information.
- Complete and submit draw request forms and supporting documents.
- Perform any other administrative duty required to deliver the project.
- Utilize the funding entity system of records to complete and submit documentation, reports, draws, change requests, etc.

Financial:

- Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- Assist Grantee with the procurement of audit services.
- Advise City in the requirements for separation of grant funds.
- Assist in preparation of contract revisions and supporting documents including but not limited to: Amendments/modifications; and, Change orders.

Other Requirements (if required):

- Assist in the City's Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements if and as directed by funding entities.
- Implementation and coordination of Section 504 requirements.
- Other Program compliance.

Acquisition:

- Submit acquisition reports and related documents to funding entity.
- Work with City procured acquisition service provider to establish acquisition files (if necessary).
- Provide requested project information to city legal for legal proceedings (if necessary).

Labor and Procurement:

- Assist City in meeting funding entity policies and procedures related to labor laws.
- Assist city in meeting compliance with procurement regulations and policies.
- Maintain document files to support compliance.

Project Close out:

- Prepare and submit all closeout documents.
- Deliver completed project files.
- Assist in the reconciliation of all grant funds and their use.

RIVERON CORP

Sherri B. Riveron, JD

Tel (713) 206-0302
SRiveron@RiveronCorp.com

1533 W. Alabama St., Ste 100
Houston, Texas 77006

EXPERIENCE

Ms. Riveron's experience with government projects covers both consulting and administration. She has negotiated, drafted documents and agreements, secured governmental approvals, and provided project administration and regulatory compliance services for over \$790M in public infrastructure and non-infrastructure projects.

She has extensive experience with federal- and state-funded programs and regularly handles federal regulatory compliance, government procurement, bidding, construction contract compliance and acquisition activities. Her administration experience extends to effectively coordinating numerous parties working on a project while understanding the unique political, economic, and cultural dynamics to proactively keep projects on schedule to allow for successful completion.

She is currently contracted with the Texas General Land Office to assist local communities with the administration of \$3.1B in US HUD/CDBG Disaster Recovery funds allocated to the State of Texas for a wide variety of infrastructure projects. Ms. Riveron experience also includes TxDOT projects requiring acquisition, US EDA and Energy projects, US DOD and DOJ, and various permitting requirements through her administration of both linear projects and site-based projects within, crossing, or adjacent to the Waters of the US.

Texas GLO HUD/CDBG Disaster Recovery Program (2009 –Present): Project management and regulatory compliance for 37 projects at 234 locations that comprised eight municipalities' disaster recovery projects. Contracted with the GLO to provide grant administration and regulatory oversight for HUD/CDBG projects: handled acquisition activities; prepared project reports; worked with clients to resolve claims; verified program compliance; performed labor standards activities including reviewing construction; contracts for compliance; reviewed payroll; and ensured restitution where needed. Coordinated fair housing requirements and Section 504 requirements. Project included: roads/street improvements; real property acquisitions and eminent domain preparation water; well facilities; flood and drainage; water and wastewater treatment facilities; storm sewer and drainage; levees/gullies; police stations and fire stations.

Legal Consulting Services for \$350M CDBG Disaster Recovery – Housing Program: Provided regulatory, multi-level procurement and program compliance services.

American Recovery and Reinvestment Act 2009: Developed major metropolitan city-wide strategy to seek funding under the American Recovery and Reinvestment Act leading to the successful award of over \$118M in funding for projects in areas including: infrastructure, sustainability, housing and economic development.

EDUCATION:

JD, South Texas College of
Law, Houston

BA, Baylor University, Waco

CERTIFICATIONS:

Licensed Texas Attorney

TxDOT Certified -project
Administration



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: 09/10/18

Date Submitted: 08/21/18

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Water Meter Reading Services Contract Amendment

Originating Department: Admin Services-Finance

City Attorney Review: Yes

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In January 2013, the City entered into a contract with SouthWest Water Company Operations, Inc. to provide water meter reading services. The company and its contracts were later acquired by Severn Trent Environmental Services, Inc. In December 2016, Severn Trent restructured and its North American division was renamed Inframark, LLC. At the May 7, 2018 City Council meeting, approval to renew the water meter reading services contract originally executed between the City and South West Water Corporation (later acquired by Severn Trent Environmental Services, Inc. which was restructured and renamed as Inframark). The proposed amendments to original contract include the following.

1. Name change from SWWC Operations, Inc. (SWWC) to Inframark, LLC (Inframark)
2. Section 2.03 – removed \$250,000 performance bond requirement based on vendor performance during the previous contract period
3. Section 3.02 – replaced defense, indemnity and hold harmless clause language to protect, both, the City and Inframark
4. Section 4.04 – change of notification addresses of record
5. Section 4.05 – changed contract jurisdiction from Harris County to Galveston County
6. Section 4.08 – added to include a non-hire after contract termination clause
7. Section 6.01 – changed contract extension terms from one 5-year term with annual renewal to two successive 2-year terms based on City funding availability and vendor performance of services
8. Section 6.02 – changed from 60 days written notice to terminate contract to 90 days written notice requirement

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The contract ensures accurate bi-monthly readings of water meters to allow for timely billing and collection of utility service fees which support the City's utility system operations, infrastructure and debt service obligations.

RECOMMENDATIONS

Staff recommends approval of the proposed contract amendments.

ATTACHMENTS

[Original Contract – SouthWest Water - Meter Reading Services](#)
[Contract Renewal with Inframark LLC](#)
[Contract Amendment – Water Meter Reading Services](#)

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COUNTY OF HARRIS §

RECITALS

SWWC shall provide the City a report of all readings taken each month and a separate report that communicates the required repairs for meters and meter boxes during the following 30 days.

2. INSURANCE

Section 2.01 Insurance Limits

SWWC shall obtain insurance from companies having a Best rating of B+/VII or better, licensed to transact business in the State of Texas, of the following types and minimum limits:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability- Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$500,000	

Section 2.02. Maintenance of Insurance

SWWC affirms that the above referenced insurance will be maintained in force throughout the term of this Contract, and that the City shall be a named insured. SWWC shall endeavor to provide notice of termination of any required coverage to the City thirty (30) days prior to such termination.

Section 2.03 Performance Bond

A Performance Bond is required to be produced within five (5) days of the award of this Contract. The Bond must be in the amount equal to \$250,000 for the term of the Contract. The premium for the bonds shall be paid by SWWC. A certificate from the

corporate surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

3. GUARANTEES, INDEMNITY AND LIMITATIONS

Section 3.01 Guarantees

SWWC will use generally accepted business practices in procuring materials and equipment. SWWC will neither be responsible nor liable for any guaranty or guaranties of or in connection with such materials or equipment. SWWC will use reasonable efforts to obtain the standard guaranties applicable in the particular industry manufacturing such materials or equipment, and will assign same to the City.

Section 3.02. Indemnity

AS PART OF THE CONSIDERATION FOR THE CONTRACT, SWWC AND THE CITY, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER AND THEIR ELECTED AND APPOINTED BOARD MEMBERS, PARTNERS, DIRECTORS, OFFICERS, REPRESENTATIVES, CONSULTANTS AND AGENTS (COLLECTIVELY THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS, JUDGEMENTS, AND LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING ALL COSTS, EXPENSES, COURT COSTS AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH, WHICH ARE CAUSED BY, ASSOCIATED WITH OR ARISE OUT OF THE INTENTIONAL, WILLFUL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS



OF SWWC OR THE CITY ARISING UNDER THIS CONTRACT. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT WILL APPLY ONLY WHEN SUCH ACTS OR OMISSIONS ARE THOSE OF SWWC OR THE CITY, THEIR RESPECTIVE EMPLOYEES, OFFICERS, PARTNERS OR AGENTS.

Section 3.03. Force Majeure

SWWC will not be in default if performance of SWWC's obligations under this Contract is delayed, disrupted or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties (collectively, "Force Majeure"). Upon occurrence of any such event, SWWC will read the connections to the best of its ability under the circumstances, and SWWC will not be responsible for any damages, fines, penalties or claims resulting therefrom. If any additional expense is incurred by SWWC in such operation, that expense will be deemed to be an extraordinary expense, all of which will be paid by the City to SWWC in accordance with paragraph III of **Exhibit 'A'**.

4. MISCELLANEOUS

Section 4.01. Identification

Employees of SWWC shall readily identify themselves when communicating within the City and with the City customers. Meter Reading personnel shall possess pictured I.D. cards, wear distinctive clothing bearing the SWWC name, and their vehicles shall also display the SWWC name. All other SWWC employees shall possess pictured I.D. cards.

Section 4.02. Modification

Modification of this Contract shall be made only by a written document signed by SWWC and the City.

Section 4.03. Assignability

Except for a transfer to an affiliate or a subsidiary, neither SWWC nor City of Friendswood may assign its interest in this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or denied.

Section 4.04. Notice

Such notice as required under this Contract shall be in writing and shall be sent by certified or registered mail to the intended party's address of record. Notice shall be deemed to have been given when the notice was thus mailed to the following addresses of record:

SWWC

SWWC Operations, Inc.
12535 Reed Rd.
Sugar Land, Texas 77478
ATTN: President or Managing Director

City of Friendswood, Texas

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856
ATTN: City Manager

Section 4.05. Texas Law; Venue

The applicable laws of the State of Texas shall govern this Contract without regard to its conflict of law principles and venue shall be in a court of appropriate jurisdiction in Harris County, Texas.

Section 4.06. Attorney's Fees

In any arbitration, mediation, litigation, court action, or other proceeding involving a dispute or controversy arising out of, under, in connection with, or in relation to this Contract, and any amendment thereto, or the breach thereof, the losing party shall pay all reasonable attorney's fees and costs actually incurred by the prevailing party. In any such action, arbitration, mediation, litigation, or other proceeding, the entitlement to attorney's fees and costs will be considered an element of cost and not of damages.

Section 4.07 Increase/Decrease in Service

In the event either SWWC or the City determines that any scope of services contemplated in this Contract should be modified as a result of governmental regulations, technological advances or the addition or subtraction of the City's facility(ies), SWWC and the City agree to negotiate, in good faith, an appropriate change in the fees to be charged by SWWC to the City with respect to the proposed modification in services.

5. PAYMENTS AND NON-COMPENSABLE ITEMS



The City will pay SWWC for services to be rendered under this Contract in accordance with the fee schedules contained in **Exhibits 'A'**. If the City fails to pay to SWWC the undisputed invoiced amount within 45 days after receipt of the invoice, the City will pay to SWWC, in addition to the amount owed, interest at a rate of one and one-half percent (1.5%) per month, which interest will accrue beginning the 46th day following receipt of the invoice until payment is received by SWWC.

6. TERM, TERMINATION, AND RECORDS

Section 6.01. Term

This Contract commences on the Effective Date and shall remain in effect for five (5) years subject to the right of either party to terminate this Contract as set forth in Section 6.02 below.

Subject to approval of funding and review of the services provided by SWWC, the City will have the option of extending the term of the Contract for one (1) additional five (5) year term to be extended one (1) year at a time.

Renewal of the Contract will be under the same terms and conditions as the original Contract; provided that the contract prices submitted under the original contract may, by mutual agreement, be increased by no more than five percent (5%) of the original contract price. Contract renewal or extension may occur, provided the City Council has appropriated sufficient funds to accommodate the City's obligation during the renewal term. Contract renewal or extension will require mutual agreement of both the City and SWWC.

Section 6.02. Termination

This Contract may be terminated by either party, without cause, by the giving of 60-day written notice of such termination to the other party at its Address of Record (Section 4.04).

If at any time either party shall fail to substantially perform terms, covenants or conditions herein set forth, the non-breaching party shall notify the breaching party by registered or certified mail addressed at the address set forth herein of specific reasons in support of the non-breaching party's claim that the breaching party has substantially breached the terms and provisions of the Contract. The breaching party shall be allowed a 15 day period from the date of the receipt of said notice to remedy any failure to perform.



Should the breaching party fail to remedy its performance, the non-breaching party may terminate this Contract and the rights and privileges granted to the breaching party herein.

Section 6.03. Drug Policy

SWWC shall adhere to the City's drug policy. Any violation of said policy will be grounds for immediate termination of the Contract.

IN WITNESS WHEREOF, SWWC and the City have caused this Contract to be executed by their duly authorized officers.

City of Friendswood:

For SWWC Operations, Inc.:



Mayor
Date 1/7/13



President, SWWC Operations, Inc.
Date 1/16/13



Secretary
Date 1/7/13



EXHIBIT 'A'

SWWC Operations, Inc.

A. COMPENSATION FOR SERVICES

- I. BASE OPERATIONS FEE:** For and in consideration of services outlined in the Professional Services Contract (the "Contract") and rendered to and on behalf of City of Friendswood (the "City") by SWWC Operations, Inc. ("SWWC"), the City agrees to pay to SWWC, each month, a base fee equal to:

1. For each connection\$1.05 per meter/per month

Base rate adjustments will be considered by the City no more than once per year during the life of the contract. Base rate adjustments should be reflective of or other similar Consumer Price Index (CPI) adjustments. A price increase will be considered ~~is allowed~~ under the contract after the first year of the original five (5) year contract term.

These rates will be in effect for year one (1) of the contract. For subsequent years the rates will be adjusted up or down based on changes in costs incurred by the contractor such as cost increases caused by new laws, ordinances or regulations adopted by local, state or federal agencies or other cost increases such as fuel, and workers compensation insurance, as reflected by the accumulated percentage rate of increase/decrease from the previous year of the contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U), for Houston-Galveston-Brazoria.

- II. MATERIALS:** Cost of materials billed and/or sold to the City by SWWC will include an administrative fee of 15%.

- III. EXTRAORDINARY SERVICES:** SWWC may render additional services not specified in this Contract. Extraordinary services not anticipated and not specified in this Contract may also be requested of SWWC by the City. The City and SWWC will in good faith negotiate the amount to be paid by the City to SWWC for such extraordinary services.

PERFORMANCE BOND
(Continuous)

Westchester Fire Insurance Company



Bond No. **K08303587**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, SWWC Operations, Inc., as Principal, and Westchester Fire Insurance Company, a corporation duly incorporated under the laws of the State of New York and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto City of Friendswood, Texas, as Obligee, in the penal sum of ****TWO HUNDRED FIFTY THOUSAND AND NO/100**** (**\$**250,000.00****) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee for Water Meter Reading Services (hereinafter referred to as the "Contract".)

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties of the Contract according to its terms, covenants and conditions, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing on the **17th** day of **January, 2013** and expiring on the **17th** day of **January, 2014** unless released by the Obligee prior thereto. However, the term of this bond will automatically renew for additional one-year period(s) unless the bond has been released by the Obligee or the Surety has chosen to nonrenew or cancel as in provision #5 below.
2. Neither nonrenewal nor cancellation by the Surety, nor failure of the Principal to provide the Obligee with a replacement bond, shall constitute default under this bond.
3. Regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.
4. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
5. The Surety may terminate its liability hereunder to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.
6. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to: 436 Walnut Street WA10G, Philadelphia, PA 19106

SIGNED, SEALED AND DATED this **17th** day of **January, 2013**.

SWWC Operations, Inc.

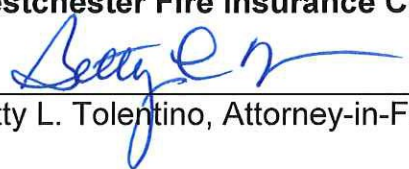
By:



, Principal

Westchester Fire Insurance Company

By:



Betty L. Tolentino, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On January 17, 2013

Date

before me, Virginia L. Ledford-Black, Notary Public

Here Insert Name and Title of the Officer

personally appeared Betty L. Tolentino

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

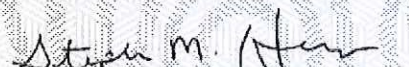
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Betty L Tolentino, Brian F Cooper, J. M Albada, Janet C Rojo, K Zerounian, M Moody, Maureen O'Connell, Robert P Wrixon, Susan Hecker, Virginia L Black, all of the City of SAN FRANCISCO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 4 day of September 2012.

WESTCHESTER FIRE INSURANCE COMPANY




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 4 day of September, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014


Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17th day of January, 2013




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 04, 2014.

RENEWAL AGREEMENT
BETWEEN
CITY OF FRIENDSWOOD, TEXAS
AND
INFRAMARK, LLC

THIS RENEWAL AGREEMENT is entered into on 27 day of April 2018 by and between the City of Friendswood, Texas ("City") and Inframark, LLC ("Inframark") for the purpose of renewing the existing Professional Services Contract ("Contract") entered into by the City and SWWC Operations, Inc. ("SWWC").

WHEREAS, on January 7, 2013, the City and SWWC entered into a Professional Services Contract ("Contract") in which SWWC provided certain meter reading services; and

WHEREAS, on February 28, 2013, SWWC assigned to Severn Trent Environmental Services, Inc. ("STES") all of SWWC's right, title and interest in and to the Contract and the City consented to that assignment; and

WHEREAS, STES has since restructured and changed its name to Inframark, LLC ("Inframark"); and

WHEREAS, the Contract was in effect for five (5) years, with the option of extending the term for one (1) additional five (5) year term to be extended one (1) year at a time; and

WHEREAS, City and Inframark desire to renew the Contract pursuant to the terms and conditions of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the City and Inframark agree as follows:

1. This Contract shall be renewed for an additional one (1) year term, beginning January 8, 2018 through January 7, 2019.

2. With the exception of the 5% increase to the original contract price noted below, this Contract will be under the same terms and conditions as the original Contract.
3. In consideration of Inframark performing its obligations identified in the Contract, the City agrees to pay Inframark \$ 1.10 per meter/per month, beginning on May 7, 2018 through January 7, 2019.

IN WITNESS WHEREOF, City and Inframark, have caused this Renewal Agreement to be executed by and through their duly authorized officers and representatives.

CITY OF FRIENDSWOOD, TEXAS

INFRAMARK, LLC

Kevin M. Holland, Mayor

Chris Tarase
Chris Tarase, Vice President

Date

4/27/18
Date

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
CONTRACT BETWEEN INFRAMARK, LLC AND
THE CITY OF FRIENDSWOOD, TEXAS**

THIS AMENDMENT is entered into and executed on the date hereinafter set forth by and between the City of Friendswood, Texas (the "City") and Inframark, LLC for the purpose of revising the Professional Services Contract's terms and conditions as hereinafter set forth.

WHEREAS, on January 7, 2013, the City and SWWC Operations, Inc. ("SWWC") entered to the Professional Service Contract (the "Contract") in which SWWC provided certain meter reading services for the City; and

WHEREAS, on February 28, 2013, SWWC assigned to Severn Trent Environmental Services, Inc. ("STES") all SWWC's right, title, and interest in and to the Contract and the City consented to that assignment; and

WHEREAS, in June of 2017, STES changed its structure to Severn Trent Environmental Services, LLC, which then changed its name to Inframark, LLC ("Inframark") and assumed all rights and obligations of STES and Severn Trent Environmental Services, LLC on December 1, 2017; and

WHEREAS, the City and Inframark renewed the Contract for an additional one (1) year term, beginning January 8, 2018 through January 7, 2019; and

WHEREAS, the Parties desire to execute this First Amendment to revise the Contract's terms and conditions as follows:

1. All references to "SWWC Operations, Inc." in the Contract shall be replaced with "Inframark, LLC" and all references to "SWWC" in the Contract shall be replaced with "Inframark".
2. Section 2.03 of the Contract shall be deleted in its entirety.
3. Section 3.02 of the Contract shall be replaced in its entirety with the following:

During the term of this Agreement, to the extent allowed by law, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury, and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party.

4. Section 4.04 of the Contract shall be replaced in its entirety with the following:

Such notice as required under this Contract shall be in writing and shall be sent by certified or registered mail to the intended party's address of record. Notice shall be deemed to have been given when the notice was thus mailed to the following addresses of record:

Inframark:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: LaMetrice Dopson

With copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, Pennsylvania 19044
ATTN: Legal Department

City of Friendswood, Texas:

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856
ATTN: City Manager

5. Section 4.05 of the Contract shall be replaced in its entirety with the following:

The applicable laws of the State of Texas shall govern this Contract without regard to its conflict of law principles and venue for any action related to this Contract shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.

6. The following shall be added to the Contract as Section 4.08:

Neither party may actively solicit for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

7. Section 6.01 of the Contract shall be replaced in its entirety with the following:

This Contract commences on the Effective Date and shall remain in effect for three (3) years, subject to the right of either party to terminate this Contract as set forth in Section 6.02 below.

Subject to approval of funding and review of the services provided by Inframark, the City will have the option to extend the term of this Contract for two (2) successive two (2) year terms, unless terminated in writing by either party at least one hundred eighty (180) days prior to the expiration of the then current term.

Renewal of the Contract will be under the same terms and conditions as the original Contract and approved amendments; provided that the contract prices submitted under the original contract may, by mutual agreement, be increased by no more than five percent (5%) of the original contract price per Contract year. Contract renewal or extension may occur, provided the City Council has appropriated sufficient funds to accommodate the City's obligation during the renewal term.

8. The following shall be added to Section 6.02 of the Contract:

This Contract may be terminated by either party without cause, by giving the other party at least ninety (90) days written notice of termination.

In the event of the termination of this Contract under this Section, the City shall pay Inframark for the services provided and invoiced by Inframark up to the effective date of termination. The City shall make payment within thirty (30) days of the date of termination. If the City incurs costs for damages due to a breach by Inframark that results in termination of this Contract, the City may deduct such costs or damages from the final payment due to Inframark under this Section. If amount of such costs or damages from Inframark's breach exceeds the amount of City's final payment, Inframark shall pay City the remaining amount for costs or damages owed within thirty (30) days of the date of termination.

9. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment will control.
10. The First Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

WHEREAS, this First Amendment is effective upon execution by both parties.

(THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF the parties have made and duly executed this Amendment
this the 15th day of AUGUST, 2018.

The City of Friendswood, Texas

Inframark, LLC

By: _____
Title: _____
Date: _____

By: Chris Tarase
Title: CHRIS TARASE
Title: VICE PRESIDENT
Date: 8/15/18



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 5, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Imperial Estates Detention Facility – Interlocal Agreement

Proceeding: DP & A

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Over the past few months, staff has been working with the Galveston County Consolidated Drainage District (GCCDD) to convert 20+ acres of buyout lots within 1776 Park into a regional detention facility. As Council may be aware, approximately 30+ acres of buyout lots were acquired by the City of Friendswood (COF) through a 2002 Hazard Mitigation Grant Program following Tropical Storm Allison within the Imperial Estates Section 1 subdivision.

Upon completion, the Pond will provide approximately 250 acre-feet of regional detention at the confluence of Mary's Creek into Chigger Creek. The attached interlocal agreement outlines each entities responsibilities for this endeavor. Below are some highlights of the draft agreement:

- GCCDD will be responsible for obtaining a drainage model estimating the improvements to the floodplain as a result of the detention pond
- After review of the drainage model, GCCDD may design and construct a regional detention pond at the confluence of Mary's Creek and Clear Creek
- COF shall re-install park improvements that are being displaced as a part of this project
- COF shall maintain any park amenities, including the routine mowing of the grounds
- GCCDD shall maintain the pond's outfall and any pilot channels/ancillary drainage components.

As a component of the project improvements, the old Mary's Creek Crossing bridge will need to come out; disconnecting Imperial Estates Section 2 from 1776 Park. However, the City is working with the Drainage District to secure a US Army Corps of Engineers permit to reinstall a low water crossing that will not block drainage flows within Mary's Creek during significant rain events.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Construction and Development of a regional detention facility along the confluence of Mary's Creek at Clear Creek will be beneficial to neighboring floodprone properties.

RECOMMENDATIONS

Staff recommends approval of the Interlocal Agreement

ATTACHMENTS

[Interlocal Agreement GCCDD Imperial Estates Detention Facility](#)
[Imperial Estates Detention Pond preliminary map](#)

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF FRIENDSWOOD, TEXAS
AND THE
GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of the ____ day of _____ 2018, by and between City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("City"), and the Galveston County Consolidated Drainage District, a conservation and reclamation district organized and existing pursuant to Article XVI, Section 59 of the Constitution of the State of Texas ("District"), each party acting by and through their respective governing bodies.

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 791, TEX. GOV'T CODE (the "Act"), local governments are authorized to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, City and District are each "local governments," as that term is defined in the Act; and

WHEREAS, the corporate boundaries of City includes territory in both Galveston and Harris Counties, Texas; and

WHEREAS, that portion of City that is located within Galveston County is also located within the corporate boundaries of District; and

WHEREAS, the City acquired buyout lots through the Hazard Mitigation Grant Program in 2002; and

WHEREAS, a number of the buyout lots the City acquired are located within Imperial Estates Section One; and subsequently incorporated in the 1776 Park by Resolution R2013-13; and

WHEREAS, District was created and exists for the purpose of reclamation and drainage of flooded lands and other lands needing drainage within District; and

WHEREAS, in furtherance thereof, District is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, City and District have determined the development of a regional detention facility along the confluence of Mary's Creek at Clear Creek is a necessary drainage improvement that will be beneficial to neighboring floodprone properties; and

WHEREAS, the development and construction of a regional detention facility is a governmental function in which the contracting parties are mutually interested; and

WHEREAS, the use of the buyout lots that comprise 1776 Park would be ideal for a regional detention pond at the confluence of Mary's Creek at Clear Creek, which plan is set forth below in this Agreement; now, therefore,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, City and District do hereby find, determine, and agree as follows:

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

2. **Purpose.** The purpose of this Agreement is to promote and protect public health, safety, and welfare by minimizing public and private losses resulting from flood conditions through the construction of a regional detention pond as described above.

3. **City Responsibilities.**

A. The City shall, by this agreement, provide District the use of buyout lots within 1776 Park for the purposes of constructing a regional detention pond for flood control, floodplain management, and flood damage prevention purposes.

B. At the completion of the detention pond's construction, the City shall reinstall park improvements that were displaced as part of the project; which may include but is not limited to the frisbee golf course and a trail system.

C. The City shall maintain any park amenities, including the routine mowing of the grounds on which the pond sits.

4. **District Responsibilities.**

A. The District shall, at its cost create the drainage model highlighting the improvements to the floodplain as a result of installing the detention pond.

B. Upon completion of the model, the District shall design and subsequently construct a regional detention pond at the confluence of Mary's Creek and Clear Creek.

C. Once installed, the District shall maintain the pond's outfall and any pilot channels/ancillary drainage components in perpetuity.

5. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to

the paying party.

6. **Term.** The primary term of this Agreement shall be for a period of 10 years, except for any obligations stated in this Agreement to be perpetual. The Agreement shall be automatically renewed for successive renewal terms of 10 years unless either party gives the other notice of non-renewal not less than sixty (60) days prior to the expiration of the primary term or any renewal term hereof. Notwithstanding the foregoing, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice to the other.

7. **Notice.** Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been mailed by certified mail, return receipt requested, in a United States Post Office, addressed to the parties at the following address:

To the City of Friendswood:

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

To the Galveston County Consolidated Drainage District:

1605 Whitaker Drive
Friendswood, TX 77546-4178
Attn: Joseph Anderson

8. **Prior Agreements Terminated.** This Agreement is intended to be the complete and final understanding of the parties as to the subject matter of the Agreement, and all prior understandings or interlocal agreements between City and District as to the subject matter of the Agreement are of no force or effect.

EXECUTED in duplicate originals on the dates indicated.

ATTEST:

CITY OF FRIENDSWOOD, TEXAS

By: _____
Melinda Welsh
City Secretary

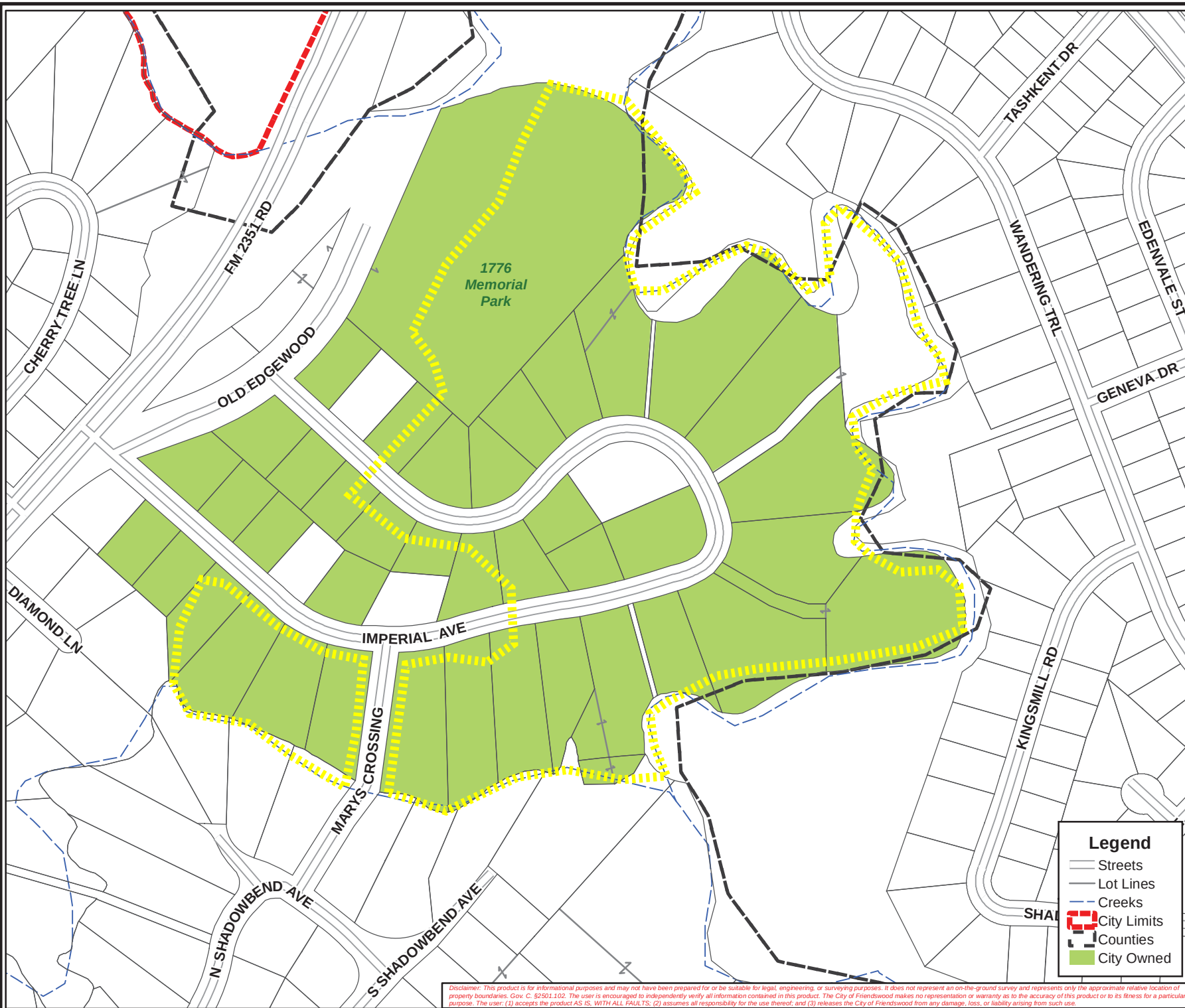
By: _____
Mike Foreman
Mayor

ATTEST:

**GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT**

By: _____
Rhonda Sykes
Administrative Manager

By: _____
Harold L. Whitaker
President



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



1" = 300'

Friendswood GIS Mapping

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties
- City Owned

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. 82501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



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: 09/10/18

Date Submitted: 08/28/18

Dept. Clearances: Melinda Welsh

Prepared by: Michelle Perez

Subject: H-GAC 2019 General Assembly and Board of Directors

Originating Department: City Secretary's Office

City Attorney Review: Yes

Proceeding: Resolutions

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Every year we are requested to appoint a member of our 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.

Councilmember Sally Branson is currently serving as representative and Councilmember Mike Foreman is serving as alternate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Appoint a Councilmember as representative and another as an alternate member to the H-GAC 2019 General Assembly and Board of Directors.

ATTACHMENTS

[Resolution](#)
[Letter from H-GAC](#)

RESOLUTION NO. R2018-16

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, HEREBY DESIGNATING SALLY BRANSON AS REPRESENTATIVE AND MIKE FOREMAN AS ALTERNATE TO THE HOUSTON – GALVESTON AREA COUNCIL 2019 GENERAL ASSEMBLY AND BOARD OF DIRECTORS.

* * * * *

BE IT RESOLVED, by the City Council of Friendswood, Texas, that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the remainder of the year 2019:

Representative: Sally Branson

Alternate: Mike Foreman

FURTHER THAT, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the remainder of the year 2019.

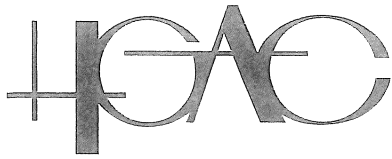
THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED, APPROVED AND RESOLVED, this the 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



CC:M & CC
CITY MGR

Houston-Galveston Area Council

Office of the Executive Director

August 16, 2018

The Honorable Mike Foreman
Mayor
City of Friendswood
910 S Friendswood Dr
Friendswood, TX 77546-4856



Dear Mayor Foreman:

I am writing regarding the appointment of City of Friendswood's representative to H-GAC's 2019 General Assembly and Board of Directors.

H-GAC's Bylaws authorize each member city with a population of at least 25,000 but not in excess of 99,999 according to the last preceding Federal Census (2010) to select one member of its governing body as its representative and one member of its governing body as an alternate to the H-GAC General Assembly.

H-GAC's Bylaws also stipulate that your Board of Directors representative shall be the General Assembly delegate. Therefore, the official chosen to serve as the General Assembly representative will also be designated to serve on H-GAC's Board of Directors.

I have enclosed the appropriate form for your convenience. Please return the completed form by fax to 713-993-2414 or email cynthia.jones@h-gac.com.

The 2019 designated representatives begin their terms of office at the first of January 2019.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 714-993-4514 or Rick Guerrero at 713-993-4598. Thank you for your help in selecting H-GAC's 2019 General Assembly and Board of Directors.

Sincerely,

Chuck Wemple

CW/cj

Enclosure
cc: City Secretary

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2019 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS**

BE IT RESOLVED, by the City Council of Friendswood, Texas that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2019:

REPRESENTATIVE _____

ALTERNATE _____

FURTHER THAT, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2019.

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:



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: 09/10/18

Date Submitted: 9/04/18

Dept. Clearances: Melinda Welsh

Prepared by: Michelle Perez

Subject: Galveston County United Board of Health appointments/R2018-17

Originating Department: City Secretary's Office

Proceeding: Resolutions

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Galveston County United Board of Health is a thirteen (13) member board whose members are nominated by the Galveston County Commissioner's Court and ratified by a majority of member cities. The Board is responsible for setting policies and fees for the Galveston County Health District for the provision of services outlined in the interlocal agreement between member governments and regarding other essential public health functions defined in State statute.

This request is to approve resolution R2018-17, which endorses the reappointment of 4 members and 3 new members to the Galveston County United Board of Health.

The nominees with a term from May 01, 2017 – April 30, 2019, for appointment are Holly Lilley – Food Service and Della Grusendorf Brown – Registered Nurse.

The nominees with a term from May 01, 2018 – April 30, 2020, for reappointment are Tripp Montalbo – Mainland Medical Center, Curtis Klages, DVM – Veterinarian UTMB, Mary Jo Godinich, MD – Medical Society, Patrick McGinnis, MD – Citizen at Large and new appointment is Dewey H. Brunt, PE – Engineer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A vote for representation on the Galveston County United Board of Health.

RECOMMENDATIONS

Recommend approval of the resolution.

ATTACHMENTS

[R2018-17](#)

[Galveston County Health District Letter](#)

RESOLUTION NO. R2018-17

**A RESOLUTION OF THE CITY OF FRIENDSWOOD,
TEXAS, GALVESTON/HARRIS COUNTIES, ENDORSING
THE REAPPOINTMENT OF FOUR (4) MEMBERS AND
APPOINTMENT OF THREE (3) NEW MEMBERS TO THE
GALVESTON COUNTY UNITED BOARD OF HEALTH.**

* * * * *

WHEREAS, the 13 members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and are confirmed by the member governments of the Health District; and

WHEREAS, the City of Friendswood is a member government of the Health District; and

WHEREAS, the reappointment of four (4) members and new appointment of three (3) members are under consideration; and

WHEREAS, the Galveston County Commissioners' Court has made its nominations and presented them to the City of Friendswood for confirmation;

NOW, BE IT THEREFORE RESOLVED, that the City Council of the City of Friendswood confirms and endorses the following reappointments and appointment to the Galveston County United Board of Health, for the following members:

Nominees with a term from May 01, 2017 – April 30, 2019

Holly Lilley – Food Service (new appointment)
Della Grusendorf Brown – Registered Nurse (new appointment)

Nominees with a term from May 01, 2018 – April 30, 2020

Tripp Montalbo – Mainland Medical Center (reappointment)
Curtis Klages, DVM – Veterinarian UTMB (reappointment)
Mary Jo Godinich, MD – Medical Society (reappointment)
Patrick McGinnis, MD – Citizen at Large (reappointment)
Dewey H. Brunt, PE – Engineer (new appointment)

PASSED, APPROVED AND RESOLVED, this the 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

GALVESTON COUNTY HEALTH DISTRICT

Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Ben G. Raimer, MD
Chair, United Board of Health

Philip Keiser, MD
Local Health Authority



Kathy Barroso, CPA
Chief Executive Officer

TO: Mayors and City Council Members of Member Cities

FROM: Kathy Barroso, CPA
Chief Executive Officer 

DATE: August 9, 2018

SUBJECT: United Board of Health Appointments & Re-Appointments

In accordance with the Health District Interlocal Agreement executed December 2002, the Commissioners' Court of Galveston County will submit member governments nominees for United Board of Health positions. Approval by a majority of the member governments is required to confirm appointment of each board member.

On Wednesday, August 8, the Commissioners' Court nominated the following:

Term will be May 1, 2017 – April 30, 2019

<u>Name</u>	<u>Represents</u>
Holly Lilley	Food Service (new appointment)
Della Grusendorf Brown	Registered Nurse (new appointment)

Term will be May 1, 2018 – April 30, 2020

<u>Name</u>	<u>Represents</u>
Tripp Montalbo	Mainland Medical Center (re-appointment)
Curtis Klages, DVM	Veterinarian UTMB (re-appointment)
Mary Jo Godinich, MD	Medical Society (re-appointment)
Patrick McGinnis, MD	Citizen at Large (re-appointment)
Dewey H. Brunt, PE	Engineer (new appointment)

Please consider this request at your next City Council meeting and return a copy of the signed resolution by mail, fax or email to Amanda Wolff, Executive Office Coordinator/Assistant to CEO, P.O. Box 939, La Marque, TX 77568 (409)-938-2273 or awolff@gchd.org. For your convenience a draft resolution and information on members are attached. If you have any questions, please feel free to contact Amanda Wolff or myself at (409) 938-2273.

Attachments

Public Health Services · Coastal Health & Wellness · Emergency Medical Services · Animal Resource Center

The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

www.gchd.org



RESOLUTION

STATE OF TEXAS

COUNTY OF GALVESTON

WHEREAS, members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District, and

WHEREAS, the appointment of members are under consideration, and

WHEREAS, the Galveston Commissioners' Court has made its nominations,

NOW BE IT THEREFORE RESOLVED that this body endorses the following appointments:

Term will be May 1, 2017 – April 30, 2019

<u>Name</u>	<u>Represents</u>
Holly Lilley	Food Service (new appointment)
Della Grusendorf Brown	Registered Nurse (new appointment)

Term will be May 1, 2018 – April 30, 2020

<u>Name</u>	<u>Represents</u>
Tripp Montalbo	Mainland Medical Center (re-appointment)
Curtis Klages, DVM	Veterinarian UTMB (re-appointment)
Mary Jo Godinich, MD	Medical Society (re-appointment)
Patrick McGinnis, MD	Citizen at Large (re-appointment)
Dewey H. Brunt, PE	Engineer (new appointment)

ATTEST:

City Secretary

Mayor



Dewey H. Brunt III, P.E.

Dewey H. Brunt III, P.E., is Registered Professional Engineer in the State of Texas. He has more than 40 years of experience in managing, planning, designing, and constructing engineering projects in the private and public sectors. In the private sector, he manages a myriad of projects involving land development, canals and bulkheads, flood control, infrastructure maintenance and repairs, levees, hurricane surge protection, and dam spillways. In the public sector, he managed high-dollar, complex civil works projects for the U.S. Army Corps of Engineers, Galveston District, including coastal engineering, deep and shallow-draft navigation, flood control, wetlands creation, erosion control, beach restoration, groins and jetties, levees, hydraulic structures, dredging, and retaining walls. He received his Professional Engineer's License in the State of Texas in 1980.

Mr. Brunt is currently employed as a Senior Project Manager for Huitt-Zollars, Inc. (Houston West Office), a multidiscipline Architect & Engineering Firm, since 2006. He was previously employed by the U.S. Army Corps of Engineers, Galveston District, where he served from 1975 through 2006, retiring in September 2006.

He received his Bachelor of Science in Civil Engineering from the University of Houston in 1975 and his Master of Science in Civil Engineering from the University of Houston in 1979. He was recently inducted into the University of Houston's Academy of Distinguished Civil & Environmental Engineers in May 2017.

Mr. Brunt served on the Board of Directors for the Galveston Government Employees Credit Union from 1996 to 2006 where he served as Chairman of the Board.

He is married to the former Gloria Ann Robinson of La Marque, Texas. They have been married 42 years and have two sons, Jonathan and Christopher. He also has one grandson, Julian, of Memphis, TN.

Mr. Brunt is a military veteran, having served with the U.S. Navy in Viet Nam. He served one tour in Viet Nam, received the Viet Nam Service Medal, the Viet Nam Campaign Medal with Device, and was honorably discharged in 1972.

Mr. Brunt is a member of Gloria Dei Lutheran Church in Nassau Bay.

Holly Lilley
2911 Misty Wind Ct.
League City, Texas 77573
832-858-6207
holly.lilley@lilleyconcepts.com

Education	Indiana University	Bloomington, Indiana
	Bachelor of Science: Public Administration	1981-1985

	Elgin Community College	Elgin, Illinois
	Paralegal Certificate	2003-2005

Experience	Lilley Investments, LLC	
	Co-founder of Real Estate Investment Company (2009)	
	• Purchased 2111 FM 517 Rd. E., Dickinson, Texas 77539 (2009) • Purchased 2015 FM 517 Rd. E., Dickinson, Texas 77539 (2015) • Purchased 2022, 2106, 2114 Holly Dr., Dickinson, Texas 77539 (2017)	

	Lilley Hospitality, LLC	
	Co-owner and operator of Dickinson Bar~B~Que & Steakhouse	
		2009-Present

	Lilley Entertainment, LLC	
	Co-owner and operator of Marais Restaurant	
		2015-Present

	Barry Evans, Attorney at Law	
	Legal Assistant	
		2006-2010

DELLA GRUSENDORF BROWN, RN

2028 Sedona Drive • League City, Texas 77573

Cell: 281-725-1052 • Email: noblegermannurse@gmail.com

QUALIFICATIONS

- 20+ years of clinical healthcare experience
 - RN – 17 years
 - LVN - 6 months (prior to RN)
 - Emergency Medical Technician – Licensed Paramedic – 17 years

PROFESSIONAL EXPERIENCE

Houston Methodist Hospital System Houston, Texas

January 2005-Present

Houston Methodist Specialty Physician Organization-Neurological Institute

Staff Nurse II

April 2018-Present

- Manage outpatient neurology practice
- Serve as a liaison between patients, physicians, staff, and third-party organizations
- Educate patients over disease process, care, procedures and medications
- Oversee medication management, including refill authorizations, prior authorizations, and appeals
- Obtain insurance authorizations for specialty procedures and admissions
- Prepare patient forms and letters, including disability and DPS forms
- Appointment scheduling and coordination

Houston Methodist Research Institute-Neurological Institute

Clinical Research Nurse

February 2016-April 2018

- Coordinated clinical research studies
- Assessed and graded patients
- Managed multiple complex clinical trials in different stages
- Implemented research protocols – screening/enrolling subjects, obtain specimens, administer medications (po, subcutaneous, and IV), subject assessments
- Prepared IRB and regulatory documents
- Developed study tools
- Trained staff on protocols/assessments
- Reviewed research financials and assist with budget development
- Served as a liaison between patients, physicians, staff, and sponsors

Houston Methodist Hospital System – Corporate IT

Instructional Designer – Senior Training Specialist

May 2014-January 2016

- Certified in 3 Epic clinical applications
- Developed curriculum for training
- Worked with analysts and subject matter experts to determine training concerns
- Mapped appropriate training curriculums to end-user

Houston Methodist Hospital

Lead SuperUser

January 2012-May 2014

- Lead a team of more than 100 nurses
- Developed Houston Methodist Hospital Lead Nurse SuperUser role
- Created process for Annual Nurse Competency focused on EMR documentation
- Collaborated with DNV work groups for nursing documentation optimization and training
- Participated in numerous Go-Live projects including medical devices and EMR upgrades
- Revised multiple nursing policies and procedures related to EMR optimization with documentation

Houston Methodist Hospital

Staff Nurse II – Neurosurgical Intensive Care Unit

May 2010-May 2014

- Direct patient care in critical care unit
- Participated in regulatory surveys: Nursing Documentation Expert
 - DNV Stroke Certification
 - Hospital wide DNV Certification
 - Transplant Certification
- SuperUser for unit

Houston Methodist Hospital

Clinical Documentation Nurse Specialist – CDMP

August 2006-May 2010

- Liaison nurse between coding and physician documentation
- Concurrent physician documentation review
- Reviewed of mortality documentation
- Preceptor to new hires
- Built education tools for team members and physicians
- Benchmarking Project with University Health System Consortium

Houston Methodist Hospital San Jacinto Baytown, Texas

January 2005-July 2006

Staff Nurse – Emergency Department

- Direct patient care
- Triage role

Spring Branch Medical Center Houston, Texas February 2008-January 2009
 Utilization Review Nurse – Case Management Department – per diem position

- Reviewed concurrent patient documentation
- Good rapport with physician staff and nursing staff
- Documented patient status, including care and procedures for third-party vendors

University of Texas Medical Branch Galveston, Texas April 2005-March 2008
Clinical Staffing Solutions-Internal Staffing Agency
 Per diem nurse, Emergency Department

- Lead nurse in Pediatric and Adult Medical areas
- Lead nurse in Psychiatric ED area

Travel Nursing April 2002-January 2005
 Agency Nurse, Multiple Emergency Departments
 Trauma and Triage Experience

- Queen of the Valley Medical Center** Napa, California
- Trinity Medical Center** Brenham, Texas
- St. Vincent's Hospital** Santa Fe, New Mexico
- Santa Rosa Medical Center** Santa Rosa, California
- Abilene Regional Medical Center** Abilene, Texas

Scott and White Hospital Temple, Texas January 2001-July 2002
 Staff Nurse, Medical Intensive Care Unit November 2001-July 2002

- Direct patient care in critical care unit
- Charge nurse experience

Staff Nurse, Emergency Department January 2001-November 2001

- Direct patient care in Emergency Department
- Triage and trauma experience

Hillcrest Baptist Medical Center Waco, Texas September 1999-April 2002
 Per diem nurse (RN), Emergency Department January 2001-April 2002

- Direct patient care of emergency patients
- Triage and trauma experience

Licensed Vocational Nurse, Emergency Department July 2000-December 2000

- Direct patient care
- Minor emergency patients

Emergency Technician, Paramedic September 1999-July 2000

- Patient care technician

Providence Health Center Waco, Texas September 1997-January 2000
 Emergency Technician, Emergency Department
 Cardiology Technician, Non-invasive Cardiology Department

LICENSURE

Texas State Board of Registered Nurses	2001-Present
Texas Department of State Health Services – Licensed Paramedic	1997-2014

CERTIFICATIONS

Basic Life Support	Expires 04/2020
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HOUSTON METHODIST HOSPITAL COUNCIL AND COMMITTEE INVOLVEMENT

Houston Methodist Neurological Institute Research Group, Member	2016-2018
SuperUser, Unit – Neurological ICU	2010-2014
SuperUser, Hospital Lead	2012-2014
Clinical Documentation, Technology, and Information Council, Member	2009-2014
Clinical Documentation, Technology, and Information Council, Chair	2011-2013
Clinical Documentation Team, Member	2009-2014
Care Management Improvement Committee: Cardiology, Member	2007

EDUCATION

McLennan Community College, Associate Degree in Nursing Waco, Texas	2000
McLennan Community College, Certificate in Paramedicine Waco, Texas	1997

PROFESSIONAL

American Association of Neuroscience Nurses	2018-Present
Northeast Amyotrophic Lateral Sclerosis Consortium, Member	2016-2018
American Nursing Informatics Association, Member	2011-2016
Emergency Nurse Association, Member	2001-2003, 2006-2007
Emergency Nurse Association, Heart of Texas Chapter, Secretary/Treasurer	2002

COMMUNITY SERVICE

Houston Marathon, Volunteer	2012-2014
Houston Marathon, Committee Co-Chair	2013-2014
Harris County Precinct Chair	2013
Election Poll Clerk	2011-2014
Election Alternate Judge	2013-2014

AWARDS

ICARE Award, Houston Methodist Hospital	November 2013
Outstanding Performance in Clinical Documentation Challenges, University Health Consortium	June 2006
Recognizing Excellence Award, San Jacinto Methodist Hospital	October 2005
Recognizing Excellence Award, San Jacinto Methodist Hospital	August 2005



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 4, 2018 Dept. Clearances: Morad Kabiri

Prepared by: Morad Kabiri Originating Department: City Attorney

Subject: Local Challenges to Community Development Block Grant Disaster Recovery Funds

Proceeding: Resolutions City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:
FINANCE APPROVAL: N/A	

MK
Morad Kabiri City Manager

SUMMARY / ORIGINATING CAUSE

Federal Register, FR-6066-N-01, Section VI.A.8, page 5855, statute requires that not less than 70 percent of aggregate of Community Development Block Grant (CDBG) program funds be used to support activities benefitting low-to moderate-income persons.

The City of Friendswood, Texas, is requesting the State of Texas pursue maximizing flexibility in the use of Housing and Urban Development (HUD) Community Development Block Grant disaster recovery (CDBG-DR) funds.

The law provides that this 70% requirement may be lowered for its CDBG-DR grant based on a determination by HUD of compelling need for the reduction.

In late August, Mayor Foreman, along with his counterpart in League City and the Galveston County Judge, sent the attached letter to Commissioner George P. Bush requesting his assistance in challenges that face Friendswood and Galveston County residents.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Based on our experience with previous recovery efforts during Hurricanes Rita and Ike, restricting the majority of funding to activities that only benefit low-to moderate- income persons result in disparities in housing recovery assistance and can prevent the implementation of critical infrastructure and mitigation projects that benefit entire communities. Natural disasters, and the associated impacts to the citizens of Texas, are not restricted to mostly low-to moderate-income areas since many households and communities across the State of Texas have undergone massive setbacks due to Hurricane Harvey regardless of income levels.

Maximum flexibility in the use of CDBG-DR funds is essential to ensure a robust and lasting recovery and to help our communities better prepare for future storms.

RECOMMENDATIONS

Approve the resolution and ratify the Mayor's signature on the joint letters sent.

ATTACHMENTS

[Resolution](#)

[Exhibit A – Letter to George P Bush](#)

RESOLUTION NO. R2018-18

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, REQUESTING THE GENERAL LAND OFFICE OF TEXAS TO CONSIDER THE LOCAL CHALLENGES TO DISASTER RECOVERY CONCERNING THE BENEFIT REQUIREMENT FOR HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDS BE USED TO SUPPORT LOW-TO-MODERATE-INCOME PERSONS AND SUPPORTING GALVESTON COUNTY'S AND LEAGUE CITY'S EFFORTS IN SEEKING A WAIVER.

* * * * *

WHEREAS, Federal Register, FR-6066-N-01, Section VI.A.8, page 5855, statute requires that not less than 70 percent of aggregate of Community Development Block Grant (CDBG) program funds be used to support activities benefitting low-to-moderate-income persons; and

WHEREAS, the City of Friendswood, Texas, is requesting the State of Texas pursue maximizing flexibility in the use of Housing and Urban Development (HUD) Community Development Block Grant disaster recovery (CDBG-DR) funds by request of a waiver from HUD or by State Administrative action, if sufficient authority exists, to seek a reduction and/or reconsideration in the 70% overall benefit requirement; and

WHEREAS, based on our experience with previous recovery efforts during Hurricanes Rita and Ike, restricting the majority of funding to activities that only benefit low-to moderate-income persons results in disparities in housing recovery assistance and can prevent the implementation of critical infrastructure and mitigation projects that benefit entire communities; and

WHEREAS, natural disasters, and the associated impacts to the citizens of Texas, are not restricted to mostly low-to moderate-income areas since many households and communities across

the State of Texas have undergone massive setbacks due to Hurricane Harvey regardless of income levels; and

WHEREAS, maximum flexibility in the use of CDBG-DR funds is essential to ensure a robust and lasting recovery and to help our communities better prepare for future storms.

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

Section 1. That the City of Friendswood, Texas, respectfully requests the General Land Office of Texas seek a waiver to the 70 percent overall benefit requirement which is allowed under FR-6066-N-01, Sections IV and VI, for CDBG-DR funds be used to support low- and moderate-income persons.

Section 2. That the City of Friendswood, Texas, supports Galveston County and League City's efforts in seeking said waiver of CDBG-DR funds support low-to-moderate-income persons threshold.

Section 2. That the City of Friendswood, Texas, supports Galveston County and League City's efforts in seeking said waiver to allow funding for infrastructure and housing programs in our cities and county.

Section 3. The City Council of the City of Friendswood hereby ratify the Mayor's signature on a joint letter, included hereto as Exhibit A, to Commissioner George P. Bush of the Texas General Land Office seeking reconsideration of the low-to-moderate-income thresholds.

PASSED, APPROVED AND ADOPTED this the 10th day of September, 2018.

Mike Foreman
Mayor

Attest:

Melinda Welsh, TRMC
City Secretary



Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Dianna Martinez
Office Coordinator

Linda Bilotta Liechty
Administrative Assistant

August 28, 2018

Commissioner George P. Bush
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873

RE: Local Challenges to Disaster Recovery

Dear Commissioner Bush,

It has been one year since Hurricane Harvey brought historic rainfall and flooding to Galveston County, flooding over 20,000 homes and displacing thousands of families throughout our community. We are writing to you today because we are finding several challenges ahead regarding the CDBG-DR funding for infrastructure and housing programs in our cities and county. After speaking with your staff on several occasions, as well as having discussions with the Department of Housing and Urban Development (HUD), we believe there is no adequate relief in sight, and respectfully ask for you to personally look into this and assist our community.

As stated in the Federal Register, FR-6066-N-01, Section VI.A.9, page 5855, the statute requires each funded activity to meet a national objective of the CDBG program, including the national objective of benefitting low-to-moderate income (LMI) persons. Based on our experience with previous recovery efforts during Hurricanes Rita and Ike, restricting infrastructure funding to activities that only benefit areas that are mostly LMI can prevent the implementation of critical projects that benefit entire communities. Natural disasters, and the associated impacts to the citizens of Texas, are not restricted to mostly LMI areas. Many households and communities across the state have undergone massive setbacks due to Hurricane Harvey regardless of income levels. Maximum flexibility in the use of CDBG-DR funds is essential to ensure a robust and lasting recovery and to help our communities better prepare for future storms.

Infrastructure/Non-Housing Projects

From a conference call between the GLO, HUD, Congressman Randy Weber, and Galveston County, we were informed that HUD's LMI requirement is being mandated on a statewide level. However, we are being told that the GLO has decided to calculate LMI at the local municipal and county level. The GLO's calculation of LMI at the local level will prevent cities and the county from spending allocated recovery dollars due to our communities all being under the LMI threshold. This action will further delay recovery in our communities and our greatest fear is the dollars we are prevented to spend will get reclaimed back into the region and redistributed to areas that meet the LMI requirements – leaving our cities and county more vulnerable to future storms.

One of your Senior Deputy Directors, Pete Phillips, spoke at a GLO multi-county meeting in Fort Bend about how an infrastructure project as a whole can obtain LMI status. An infrastructure project can meet current LMI requirements, if a portion of the overall project effects an LMI area and its result enacts a benefit to the LMI community.

Looking at this from the view point of Director Phillips, when we look at the drainage areas affected by Hurricane Harvey, we should examine them with a two-pronged approach. The first approach would be to have adjoining cities coordinate efforts in locating the LMI areas affected within that drainage project. Together those cities should combine their efforts to have an engineering team scope the drainage project, that way they are not considered a city-by-city project and the LMI status is captured for the whole project. If necessary, a second-pronged approach in the same manner can be achieved by combining drainage projects within multi-county areas. Brazoria, Galveston and Harris Counties will most definitely have an LMI population that falls within those waterway and drainage areas.

CDBG-DR Housing

Over the past year, we have heard from a number of elected officials, including you, that recovery will be managed at the local level. However, what we are seeing develop is a top-down approach in having programs managed directly from Austin. This is not the local control and involvement explained to us over the past year. Galveston County will not be successful in getting its citizens back to normalcy if the GLO runs programs from a top-down approach directed from Austin using outdated and unsubstantiated data created by FEMA to build their CDBG application database.

To create a benefit to an area effected by Hurricane Harvey you must establish direct communication and outreach within those communities. You cannot rely on skewed FEMA Inspection Data and/or "windshield reports". Each city and community in Galveston County has areas of LMI; local government is best familiar with those demographics and would be best to establish that rapport. Public forums, local faith-based organizations, outreach, going door-to-door; all are similar to the efforts during Hurricane IKE recovery; would be the best option.

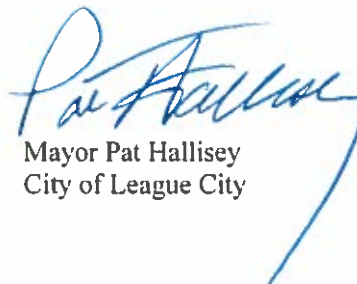
Local government also has superior knowledge pertaining to the local workforce. Local administration of a CDBG Housing Program will create economic stimulus for the area. As an example, the housing downturn in Galveston County starting in 2008-2009 lasted well into 2012. During that time Galveston County's CDBG Housing Program for Hurricane Ike was well underway. It helped sustain the local economy and provided workforce relief to the county's local communities. To note, when Galveston County managed its own Housing Program after Hurricane Ike (Rd. 1 & Rd. 2), we did so by spending less than 2% of the program dollars on administrative costs. Running the programs from Austin, we are seeing administrative costs being discussed at the 5%-10% range of the net federal dollars. Again, we believe these programs can be better managed and save taxpayer dollars by allowing them to be administered at the local level. Every dollar saved on administrative costs is another dollar allocated to our communities to help rebuild.

We are respectfully requesting that you take our concerns into consideration and develop actionable plans to address them so our communities can recover. As of right now, we are not seeing the type of response needed in helping us rebuild.

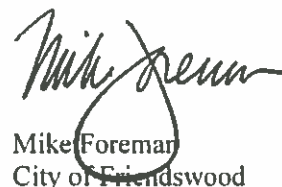
Sincerely,



Mark Henry
Galveston County Judge



Mayor Pat Hallisey
City of League City



Mike Foreman
City of Friendswood



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: 09/10/18

Date Submitted: 09/05/18

Dept. Clearances: Melinda Welsh

Prepared by: Michelle Perez/mkw

Subject: Amending Council's Rules of Procedure

Originating Department: City Secretary's Office City Attorney Review: Yes

Proceeding: Resolutions

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

This is to amend Council's Rules of Procedure starting with Rule 16, Order of Business, to move City Manager reports to before Special Recognition and Acknowledgements, and also adding Rule 23, Wireless Communication, prohibiting Mayor and City Council from using cell phones or other wireless communication devices at the dais during Council meetings.

The prohibition of wireless communications at the dais during a Council meeting was approved by Council in 2010 but was not formally codified into Council's Rules of Procedure. The addition of Rule 23 will correct that omission.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Council's Rules of Procedure governs all meetings and proceedings of the City Council and the conduct of all members and other persons in attendance at such meetings.

RECOMMENDATIONS

Council consider the resolution amending Rule 16 and adding Rule 23.

ATTACHMENTS

[Resolution R2018-19](#)

RESOLUTION NO. R2018-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING RULES OF PROCEDURE FOR THE CONDUCT OF CITY COUNCIL MEETINGS BY AMENDING RULE 16 ORDER OF BUSINESS TO MOVE CITY MANAGER REPORTS TO BEFORE SPECIAL RECOGNITION AND ACKNOWLEDGEMENTS, AND ADD RULE 23 WIRELESS COMMUNICATION REGARDING PROHIBITING MAYOR AND CITY COUNCIL FROM USING CELL PHONES OR OTHER WIRELESS COMMUNICATION DEVICES AT THE DAIS DURING COUNCIL MEETINGS; AND REPEALING ALL OTHER RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * *

Whereas, Article III, Section 3.10 of the Charter of the City of Friendswood, Texas provides, among other things, that the City Council shall, by resolution, determine its own rules and order of business and the rules shall provide that citizens of the City shall have a reasonable opportunity to be heard at any meeting in regard to any matter under consideration; and

Whereas, by virtue of the adoption of Resolution No. R2009-39 the City Council of the City of Friendswood, Texas adopted the “Rules of Procedure for the Conduct of City Council Meetings,” which rules were amended by virtue of the adoption of Resolutions Nos. R2010-03, 2011-21, 2012-01, 2012-06, 2012-19, 2013-06, 2013-10 and 2014-15; and

Whereas, Rule 16 of the Rules of Procedure for the conduct of City Council provides for the order of business for regular meetings of City Council but wishes to amend the order of business to move City Manager reports to before Special Recognition and Acknowledgements; and

Whereas, the City Council wishes to add Rule 23 Wireless Communication in order to prohibit the use of wireless communication devices to send/receive text messages, instant messages, and/or emails between members of the City Council during Council meetings;

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

Section 1. The City Council of the City of Friendswood, Texas, hereby amends the “Rules of Procedure for the Conduct of City Council Meetings,” by amending Rule 16 and adding Rule 23 as set forth in the true and correct copy of the amended “Rules of Procedure” attached hereto as Exhibit “A” and made a part hereof for all purposes.

Section 2. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED, AND RESOLVED this the 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

EXHIBIT A

FRIENDSWOOD CITY COUNCIL RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS

**JULY 06, 2009, AMENDED JANUARY 4, 2010, JULY 25, 2011, JANUARY 23, 2012,
APRIL 02, 2012, AUGUST 6, 2012, MAY 6, 2013, JULY 1, 2013, JULY 14, 2014.**

Section 1. The following rules of procedure shall govern all meetings and proceedings of the City Council of the City of Friendswood, and the conduct of all members and other persons in attendance at such meetings.

Rule 1. Meetings, Regular and Special

(A) According to the Charter, City Council shall hold at least one regular meeting each month. Effective February, 2012, one (1) regular meeting shall be held in the Council Chambers of the City Hall on the first Monday of each month, commencing at 4:30 p.m. and ending at 10:30 p.m. The duration of a regular meeting may be extended past 10:30 p.m. by the approval of a two-thirds ($\frac{2}{3}$) vote of members of Council present at such meeting. In the event Monday falls on a holiday, the meeting for that day shall be rescheduled as determined by Council. Any meeting of City Council may be recessed from hour to hour for a period of time not to exceed 24 hours, by an affirmative vote of 4 or more members of Council present at such meeting, and such recessed meeting shall be held without further posted notice.

(B) Other special meetings shall be held on the call of the Mayor or of four (4) or more Councilmembers. The agenda for such meetings shall be established at the discretion of those calling the meeting.

(C) Special meetings may be held at City Hall or another location to be designated by the Council in accordance with Charter provision Section 3.09.

(D) Four Councilmembers shall constitute a quorum for the transaction of business.

(E) The City Council may retire into Executive Session as authorized by the Open Meetings Act (Texas Government Code Chapter 551). These Rules of Procedure shall apply to the conduct of Councilmembers in an Executive Session, provided they do not conflict with the provisions of the Open Meetings Act. Matters discussed during each Executive Session shall be identified by certified agenda or tape recorded, prepared and retained as required by law.

Rule 2. Chairman and call to order

The Mayor or in his/her absence the Mayor Pro-Tem, shall preside at all meetings of the

City Council. If the Mayor and the Mayor Pro-Tem are absent, any Councilmember may be appointed by the Mayor or a majority of the Council to preside. The Mayor or Acting Mayor may appoint a Mayor Pro-Tem in the absence of the Mayor or Mayor Pro-Tem during a state of declared emergency. At the hour of the meeting, the Mayor shall assume the chair, call the Council to order, and the City Secretary shall record the roll. The Mayor may make or second motions, and shall vote on all matters before the Council, unless otherwise prohibited by law.

Rule 3. Handling of agenda subjects

The City Council is the sole judge of its own procedure and in full control of the business before it. Neither the Mayor, the Mayor pro-tem, nor any Councilmember appointed to preside, shall have any power to either recess a meeting or adjourn a meeting, or prevent the City Council from considering an agenda item or lay the same out for consideration except in strict accordance with Texas open meetings act, the City Charter, and as enacted herein. If not withstanding the positive provisions of this rule, the presiding, officer whether Mayor, Mayor Pro-Tem, or Councilmember presiding, shall attempt to prevent City Council from taking any action on any agenda item brought before it, any Councilmember present may call for a vote of the City Council to consider the matter.

Rule 4. Conduct of Mayor and Councilmembers

Any member of the City Council including the Mayor, who fails to observe decorous and orderly behavior during a meeting or who disturbs a meeting of Council with such disorderly conduct is subject to being expelled from such meeting upon motion passed by 2/3 vote of the Council present at this meeting. Any member reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and disorderly behavior during a subsequent meeting and again disturbs any meeting of the Council by such disorderly conduct shall be subject to the same power of Council to reprimand him/her, expel him/her from the meeting, or subject such member to complaint, investigation, and conviction of official misconduct.

Except as provided below, no member of the Council, including the Mayor, shall be permitted to address the Council during a public hearing held by the Council or to address any board or commission of the City during a public hearing held by such board or commission. Notwithstanding the foregoing, any member of Council, including the Mayor, who has a conflict of interest as defined by Chapter 171, Texas Local Government Code, and who has fully complied with the affidavit filing provisions of said Chapter 171, may be permitted to address the Council, or board or commission of the City, during a public hearing if the subject matter of the public hearing is the basis for the filing by the member of Council or the Mayor of the conflict of interest affidavit described above. Provided further, unless otherwise prohibited by law, nothing in this rule shall be construed to prevent any member of the Council, including the Mayor, from addressing the Council, or participating in Council discussions and deliberations, relating to any item on an agenda of a meeting of the City Council, including items that were the subject of public hearings before the Council or any board or commission of the City.

Rule 5. Non-interruption

Each member of the City Council shall be permitted to address the chair while either seated or standing, and after recognition shall not be interrupted while speaking without his/her consent.

Rule 6. Handling of question of order

All questions of order shall be decided by the presiding officer with the right of appeal of his/her decision by the City Council, and a majority of the Councilmembers present may over rule the decision of the chair. When the chair makes a ruling on a point of order and one of the Councilmembers states, "I appeal the ruling of the chair", or words to such effect, no other business shall be transacted until the question, "shall the ruling of the chair be sustained?" is voted on. The presiding officer shall immediately put such question to vote without debate, and, if he/she fails to do so immediately, any member of the City Council may put the question to a vote.

Rule 7. Procedure for submitting agenda items

Any and all ordinances, resolutions or other matters, including all written data, except emergency items, to be brought before the City Council for its consideration, by the Mayor or by any member of the Council, shall be submitted in writing to the City Secretary and/or City Manager not later than 2:00 p.m. of the Monday preceding the meeting at which the same is to be considered. Notwithstanding the foregoing deadline, the Mayor or any member of the Council are permitted to provide additional backup documents to the City Secretary for agenda items submitted on or before the above-referenced deadline, provided such additional backup documents are provided to the City Secretary no later than 5:30 P.M. the day following the Council meeting. Such additional backup documents shall be made accessible to the public by posting on the Council Meeting Agenda portion of the City's website under the link "Additional Documents." Documents which are excepted from public disclosure pursuant to the Texas Public Information Act shall not be made accessible to the public.

Rule 8. Motion to table

Since the City Council of the City of Friendswood will always have regularly scheduled meetings, a motion to table, when carried, does not permanently defeat an ordinance, resolution, motion, or other measure. If such ordinance, resolution, motion, or other measure is tabled by a majority vote of the City Council, such ordinance, resolution, motion, or other measure, if not sooner removed from the table, must be removed at the third meeting, and acted upon, even if only to place the item on the table again.

Rule 9. Procedure to debate

Upon any ordinance, resolution or other measure being laid out, or any motion being made, any Councilmember present, before there is any debate opened on the subject, may make a parliamentary objection to the consideration of the subject which need not be seconded. No debate shall then be permitted, and the presiding officer shall immediately put the question, "shall the

objection be sustained”? If the objection is sustained by a vote of two-thirds of the Councilmembers present the ordinance, resolution, motion, or other measure is permanently defeated for that meeting and shall not be debated (except in accordance with Rule 11).

Rule 10. Closing of debate

If, during debate upon any ordinance, resolution, motion or other matter before the Council, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the presiding officer shall immediately ask the Council, “is there any objection to proceeding to a vote on the ordinance, resolution, motion, or other measure before the Council being taken immediately?” If any member objects, the presiding officer shall immediately and without debate put the question, “shall the subject being discussed be put to a vote, without debate?” To a vote of the Council, and if two thirds of the Councilmembers present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the ordinance, resolution, motion or other measure taken immediately.

Rule 11. Reconsideration of a subject

When an ordinance, resolution, motion, or other measure of any sort has been placed before the City Council and defeated, the same identical question shall not again be considered by the City Council until ninety (90) days have elapsed.

Rule 12. Reducing motion to writing

All oral motions must be seconded before being put to vote by the chair (except where otherwise provided in these rules), and upon request of any other member of the Council, or Mayor, the party making any such oral motion (except a motion to order a vote on a subject being considered per rule 10 or to table, or other such procedural matter) shall reduce the same to writing, or request the City Secretary to so the same. If a motion be made by any member of the Council in writing and filed with the presiding office, it shall still require a second.

Rule 13. Secretarial procedure

The City Secretary shall be the Secretary of the Council and shall act as reading and recording clerk to the Council. By his or her signature, the Secretary shall certify the correctness of the minutes and journals, shall record all actions taken by the Council, shall record the vote upon each measure when taken by the ayes and nays, and shall schedule and place on Council agendas, public hearings at the earliest practicable dates and shall perform such other duties as may be required of the City Secretary by the Mayor and the City Council. The City Secretary shall mark the absence of the Mayor or any other member of Council. The City Secretary shall test and attest to the satisfactory operation of the digital recorder and maintain proper functioning as needed throughout the meeting. In the absence of the City Secretary, any suitable person may be appointed by the City Secretary or Mayor to serve as acting City Secretary of any meeting.

The City Secretary shall keep a copy of these rules and the Charter in the Council Chamber,

available for reference.

Rule 14. Voting

Except as otherwise provided by law or these rules, all action required of the City Council shall be made by an affirmative vote of four (4) or more members of the Council present at such Council meetings. Excluding conflicts of interest as provided by state law or by City Charter, all Councilmembers present at each meeting must vote on each subject presented for Council vote. All votes must be taken in accordance with Section 3.10, Article III of the City Charter.

Rule 15. Citizens' right to be heard

Any citizen shall have a reasonable opportunity to be heard at any and all regular or special meetings of the City Council in regard to any and all matters to be considered at any such meetings, or such other matters as citizens may wish to bring to Council's attention during the course of a regular meeting only; provided, however, any matter not posted on the agenda may not be discussed by Council, nor shall any action be taken by Council, except to indicate that the matter may be placed on a later agenda. However, if a factual question is asked and a staff member who has ready knowledge of the matter is present, the staff member may be requested to provide an immediate response at the Council meeting. City Council shall be authorized to discuss topics that are the subject of a citizen comment portion of an agenda, and to have dialogue between members of the Council and the citizen, if the topic is specifically identified along with the citizen's name, in compliance with the Texas Open Meetings Act. A time shall be set aside during each regular or special Council meeting for the Council to hear from the public, such designated time not to exceed three (3) minutes per person. The Mayor shall retain the discretion to further limit or increase this time for public comments on agenda items. Citizens attending any regularly or specially scheduled meeting may speak before Council by completing a form and presenting it to the City Secretary prior to the beginning of such meeting. Citizens may request a Council member place an item on the agenda for deliberative purposes.

No member of the public shall be heard until recognized by the presiding officer. It is not necessary, however, for a member of the public to prepare and submit a card requesting the right to address the Council for public hearings. Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing the City Council, shall be deemed guilty of disrupting a meeting (Section 42.5 of the Texas Penal Code, Class B Misdemeanor) and, at the direction of the presiding officer, shall be removed from Council Chambers by the sergeant-at-arms or other agent designated by City Council.

Rule 16. Order of Business

Unless agreed to otherwise by majority vote of Council, the normal order of business before the City Council in any regular meeting of the City Council shall be as follows:

- (1) Call to Order.

- (2) Invocation.
- (3) Pledge of allegiance.
- (4) The Council shall receive petitions and hear any member of the public as provided in Rule 15 of the Rules of Procedure, as amended, and any appeal or other matter shall then be heard by the City Council. The agenda shall include a statement that the City Council may discuss topics identified under this portion of an agenda.
- (5) Special Recognition and Acknowledgments.
- (6) Public hearings – as called.
- (7) The Council shall receive petitions and hear any member of the public as provided in Rule 15 of the Rules of Procedure, as amended, and any appeal or other matter shall then be heard by the City Council. The agenda shall include a statement that the City Council may discuss topics identified under this portion of an agenda.
- ~~(8) City Manager reports.~~
- ~~(8)(9) Committee or special reports.~~
- ~~(9) City Manager reports.~~
- (10) Tabled items.
- (11) Items for discussion and action.
- (12) Ordinances and/or resolutions to be considered.
- (13) Communication from the Mayor and members of Council.
- (14) Consent agenda:
 - A. Bids and awards of contracts involving expenditures not exceeding bidding amounts as allowed by State law;
 - B. Other matters deemed routine in nature;
 - C. Minutes.
- (15) Adjournment.

Rule 17. Order of business for special meetings

Unless agreed to otherwise by majority vote of Council, the normal order of business before the City Council in any special meeting shall be as follows:

- (1) Call to order.
- (2) Invocation.
- (3) Pledge of allegiance.
- (4) The presiding officer shall state the purpose(s) of the meeting.
- (5) Communications from the Public.
- (6) Items for discussion and action in workshop.
- (7) Adjournment.

Rule 18. Suspension of rules of procedure

Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate the state law or home rule charter, and

provided that not less than two-thirds Councilmembers vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended. The requirement of two thirds to suspend a rule shall not apply to Rules 16 and 17, but the order of business may be suspended by a majority vote.

Rule 19. Rules of Procedure

Except where in conflict with any state law, City Charter, City ordinance or the rules of procedure adopted by this resolution, the rules of procedure laid down in *Robert's Rules of Order Newly Revised*, shall govern the proceedings of the City Council.

Rule 20. Sergeant at Arms

The highest ranking police officer of the Friendswood Police Department in attendance at any meeting of the City Council, whether regular or special, shall be, and is hereby, designated and appointed as the Sergeant at Arms for such meeting.

Rule 21. Authority to Sign Grant Applications

The Mayor is authorized to sign and submit grant applications on behalf of the City. Said applications shall be approved or ratified by City Council on or before the next regular scheduled City Council meeting. Contracts that commit the City to accepting the grant award are to be authorized by City Council in advance of the Mayor's signature. However, once a grant contract is executed, the Mayor is authorized to sign subsequent grant and associated documents that do not present an additional financial impact without City Council authorization.

Rule 22. Management of Staff Assignments

In order that the duties and assignments of the City Manager, City Secretary and City Attorney are properly balanced between their day-to-day municipal assignments and their respective obligations to City Council, no member of City Council may require that the City Manager or City Secretary perform, per week, any single or cumulative assignment(s) requested by a member of City Council which, in the estimation of the City Manager or City Secretary, would require an allocation of in excess of two (2) hours of their respective time. Further, no member of City Council may require that the City Attorney perform any assignment without the consent of the City Council.

Rule 23. Wireless Communication

The use of wireless communication devices to send/receive text messages, instant messages, and/or emails between members of the City Council during Council meetings is prohibited.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: August 15, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone Change request at 315 S. Friendswood Dr. to change from Light Industrial (LI) to Downtown District (DD)

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 2nd reading of Ordinance

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The new owner of the subject property is requesting to change the zoning from Light Industrial (LI) to Downtown District (DD). The existing building will remain with some alterations to the rear and interior of the building. Changing to DD allows for the development related fees to be waived and would also allow the owner to take advantage of other potential Downtown District opportunities made available by the Friendswood Downtown Economic Development Corporation or other organizations.

The lot and use meet the requirements of the DD zoning district. The supplemental requirements (benches, pavers and lights) of the DD zoning district only apply to new development. The existing structure would be classified as non-conforming as it does not meet the fenestration and façade requirements; however, as long as alterations and additions are in conformance with the non-conforming ordinance, they would be allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as Mixed Use, and it is located within the original boundary of the Downtown District (DD) boundary established by Ordinance 2007-18, and as amended by Ordinance 2008-30.

RECOMMENDATIONS

The Planning and Zoning Commission voted unanimously (6-0) in favor of the requested zone change at their meeting on August 6, 2018. Commissioner Perry was absent.

ATTACHMENTS

[Ordinance](#)

[Exhibit A](#)

[PZ Recommendation Memo](#)

(Title: An ordinance rezoning a .3337 acre tract of land located at 315 S. Friendswood Dr., Friendswood, Texas, (as more fully described herein), from Light Industrial (LI) to Downtown District (DD)).

ORDINANCE NO. T2018-21

AN ORDINANCE AMENDING APPENDIX “C” “ZONING”, OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, BY AMENDING THE ZONING CLASSIFICATION FOR A .3337 ACRE TRACT OF LAND LOCATED AT 315 S. FRIENDSWOOD DR., FRIENDSWOOD, TEXAS, SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151, GALVESTON COUNTY, TEXAS, BEING OUT OF LOT 9, BLOCK 2, FRIENDSWOOD SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 4, GALVESTON COUNTY CLERK’S RECORDS, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM LIGHT INDUSTRIAL (LI) TO DOWNTOWN DISTRICT (DD), ALL AS MORE SPECIFICALLY PROVIDED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Elizabethtown Properties, LLC, is the Owner of a tract of land consisting of .3337 acres of land situated in the Sarah McKissick League, Abstract 151, being out of Lot 9, Block 2, Friendswood Subdivision, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk’s Records, City of Friendswood, Galveston County, Texas, as more fully shown in the survey, metes and bounds description, zoning map, location map and aerial map in the attached Exhibit “A”, (the “Property”); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Light Industrial (LI) to Downtown District (DD); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, a public hearing on such

request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached Exhibit “A”, from Light Industrial (LI) to Downtown District (DD), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above,

with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 6th day of August, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Deed of Trust
3. Survey and Metes and Bounds Description
4. Aerial Map
5. Location Map
6. Zoning Map



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: L1

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: DD

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 315 South Friendswood Drive

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Elizabethtown Properties Phone: 281.842.8300

Owner's Mailing Address: 11831 West Fairmont Pkwy.

City: La Porte State: TX Zip: 77571 Fax: 281.842.8314

Owner's Email Address: johnmchazlett@mmprotection.com

AGENT'S NAME : N/A Phone: _____

Agent's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 6-29-18

Agent's Signature: N/A Date: N/A

Received By: <u>B. Summers</u>	Application Number: <u>2018-0023</u>
Date of Public Hearing: <u>aug 16</u>	Received Date: <u>7-2-18</u>
Property Owner Notices: <u>7-27</u>	Newspaper Notice: <u>7-16</u>
	Sign on Property: <u>7-27</u>

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and its assigns, forever, in trust, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the Mortgaged Property unto Trustee, its successors and assigns, forever, against the claim or claims of all persons whomsoever claiming or to claim the same, or any part thereof.

2. Grant of Security Interest. In order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower hereby grants to Lender (as hereinafter defined) a security interest in all of Borrower's property, including without limitation goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Borrower now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the Land, or otherwise located on said Land, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein, all security deposits (whether cash, one or more letters of credit, bonds or other form of security), additional contingent consideration (including, without limitation, stock warrants), and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Property (as hereinafter defined), all monetary deposits which Borrower has been required to give to any public or private utility, all rents and other amounts from and under leases of all or any part of the Property, all issues, profits and proceeds from all or any part of the Property, all proceeds (including premium refunds) of each policy of insurance relating to the Property, all proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in escrow for the payment of ad valorem taxes, assessments and charges and/or premiums for policies of insurance with respect to the Property, all contracts related to the Property, any agreement relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option currency option or any other similar transaction, all money, funds, accounts (including tax/insurance reserve accounts, capital improvement reserves, tenant improvement reserves, and leasing commission reserves), instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), all notes or chattel paper arising from or related to the Property, all permits, approvals, entitlements, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, all marketing materials, all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the construction upon, use, occupancy, leasing, marketing, sale or operation of the Property, all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property, all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or

character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof (all of the property described in this paragraph hereinafter collectively called the "Collateral") and all proceeds of the Collateral. (The Mortgaged Property and the Collateral are herein sometimes collectively called the "Property".)

3. Assignment of Rents. In order to provide a source of future payment of the Indebtedness (as defined below), Borrower does hereby absolutely and unconditionally assign, transfer and set over to Lender all rents, revenues, issues and profits now or hereafter accruing to the benefit of Borrower, pertaining to or arising from the Property, including, without limitation, all rights to payment from credit/charge card organizations and all the records and books of account now or hereafter maintained by Borrower in connection with the operation of the Property and buildings, income, proceeds, profits, security and other benefits paid or payable by parties for the use, lease, license, operation or other enjoyment of the Property (collectively, the "Rents"), TO HAVE AND TO HOLD unto Lender forever, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the title to the Rents unto Lender against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

4. Indebtedness. This Deed of Trust, Security Agreement and Assignment of Rents (this "Security Instrument") is made to secure and enforce the payment of the following note, obligations, indebtedness and liabilities: (a) the Promissory Note (such note and all other notes given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, collectively, the "Note") of even date herewith in the original principal amount of \$446,250.00, executed by Borrower, payable to the order of TEXAS CITIZENS BANK, N.A. ("Lender"), whose address is 4949 Fairmont Parkway, Pasadena, Texas 77505, bearing interest at the rate therein stated, with final maturity being November 26, 2033, such Note providing, in part, that if certain defaults occur, the unpaid principal thereof and all accrued unpaid interest may be declared due and payable, at the holder's option, prior to the stated maturity thereof, and providing further for the payment of reasonable attorney's fees and other expenses of collection, subject to the terms and conditions of that certain Loan Agreement (the "Loan Agreement") of even date herewith between Borrower and Lender and (b) any funds hereafter advanced by Lender to or for the benefit of Borrower, or as contemplated by any Loan Document (as defined in the Loan Agreement) (all of the aforesaid, the "Indebtedness"). Said Indebtedness shall be payable at the above stated address of Lender or at such other place as Lender may hereafter direct in writing; and, unless otherwise provided herein or in the instrument evidencing the Indebtedness, shall bear interest at the same highest then applicable rate per annum as the Note bears, from date of accrual of the Indebtedness until paid. In addition, any and all reasonable attorney's fees and expenses of collection payable under the terms of the Note shall be and constitute a part of the Indebtedness secured hereby. This Security Instrument shall also secure all renewals, rearrangements, extensions and enlargements of any of the Indebtedness.

5. Incorporation of Representations, Warranties and Covenants; Undefined Terms. The Representations and Warranties contained in Article 2 and the Covenants contained in Article 3 of the Loan Agreement are incorporated herein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Loan Agreement.

6. Rents.

(a) Until receipt from Lender of notice of the occurrence of an Event of Default (as defined in the Loan Agreement) (a "Notice of Default"), each tenant under a lease of all or a portion of the Property shall pay Rents directly to Borrower and Borrower shall have the right to receive such Rents provided that Borrower shall hold such Rents as a trust fund to be applied first to the payment of the Note, second to the payment of all taxes, insurance premiums, utility charges, maintenance and repair costs, replacement reserves and other operating, management and maintenance expenses of the Property, as same become due, and finally, Borrower may use the balance of the Rents collected in any manner not inconsistent with the Loan Documents.

(b) Upon the delivery of a Notice of Default, without further consent of Borrower, Borrower hereby authorizes any and all tenants to make future payments of Rents to Lender. Thereafter, Lender will have the exclusive right, power and authority to collect the Rents, regardless of whether a foreclosure sale of any or all of the Property has occurred under this Security Instrument, or whether Lender has taken possession of any or all of the Property or attempted to do any of the same. In no event will the assignment of Rents in this Security Instrument reduce the Indebtedness, except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Indebtedness. As between Lender and Borrower, and any person claiming through or under Borrower other than any tenant under a lease of the Property who has not received a Notice of Default pursuant hereto, this assignment of Rents is intended to be absolute, unconditional and presently effective, and the provisions hereof for notification of tenants under a lease upon the occurrence of an Event of Default are intended solely for the benefit of each such tenant and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a tenant who has not received such notice. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this assignment.

(c) Neither the acceptance by Lender of this assignment of Rents, nor the granting of any other right, power, privilege or authority herein concerning the Rents, nor the exercise of any of the aforesaid, will (i) prior to the actual taking of physical possession and operational control of the Property by Lender, be deemed to constitute Lender as a "mortgagee in possession" or (ii) at any time thereafter, obligate Lender (A) to appear in or defend any action or proceeding relating to the Rents or the Property, (B) to take any action hereunder, (C) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any lease, (D) to assume any obligation or responsibility for any tenant deposits which are not physically delivered to Lender, or (E) to assume any obligation or responsibility for any injury or damage to person or property sustained in or about the Property.

(d) This assignment of Rents will terminate upon the release of this Security Instrument but no tenant under a lease will be required to take notice of such termination until a copy of a release of this Security Instrument has been delivered to such tenant.

(e) Contemporaneously with the execution of this Security Instrument, Borrower is executing an Absolute Assignment of Rents of even date herewith in favor of Lender. To the extent any provision above is construed to contradict, conflict with or be

inconsistent with any term, condition or provision contained in such Absolute Assignment of Rents, the applicable terms, conditions and provisions of the Absolute Assignment of Rents shall supersede such contradicting, conflicting or inconsistent provisions hereof.

7. Defense of Title. If, while this Security Instrument is in force, the title of Trustee to the Property, or any part thereof, shall be endangered or shall be attacked directly or indirectly, Borrower hereby authorizes Lender, at Borrower's expense, to take all necessary and proper steps for the defense of said title, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title.

8. Borrower's Successors in Interest. In the event the ownership of the Property or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or for the Indebtedness or waiving the provisions hereof. No sale of the Property and no forbearance on the part of Lender, and no extension of the time for the payment of the Indebtedness given by Lender, will operate to release, discharge, modify, change or affect, either in whole or in part, any original liability of Borrower, or the liability of the guarantors or sureties of Borrower, or of any other party liable for the payment of the Indebtedness or any part thereof.

9. Default and Acceleration. Upon the occurrence of an Event of Default, Lender, at Lender's option, and without demand, presentment for payment, notice of nonpayment, grace, protest, notice of protest, notice of intent to accelerate the Indebtedness, notice of acceleration of the Indebtedness, or any other notice, all of which are hereby expressly waived by Borrower, may declare the entire unpaid balance and accrued interest on the Note and any other unpaid Indebtedness immediately due and payable, whereupon it shall be so due and payable.

10. Survival of Covenants and Liens. All of the covenants and agreements of Borrower set forth herein and in the other Loan Documents will survive the execution and delivery of this Security Instrument and shall continue in full force and effect until the Indebtedness is paid in full. If Borrower pays all of the Indebtedness, then, and then only, this conveyance will become null and void and shall be released in due form, upon Borrower's written request and at Borrower's expense; otherwise, it shall remain in full force and effect. No release of this conveyance or the lien thereof will be valid unless executed by Lender.

11. Foreclosure and Sale. If an Event of Default shall occur, Lender may, at Lender's election and by or through Trustee or otherwise, sell or offer for sale, in one or more sales, all or any part of the Mortgaged Property, in such portions, order and parcels as Lender may determine, with or without having first taken possession of same, to the highest bidder for cash (or credit on the Indebtedness if Lender is the highest bidder) at public auction. Such sale shall be made at the courthouse of the County in which the Mortgaged Property (or any of that portion thereof to be sold) is located, on the first Tuesday of any month (unless the first Tuesday of the month is January 1 or July 4, in which event the sale will be on the first Wednesday of the month) between the hours of 10:00 A.M. and 4:00 P.M. after giving legally adequate written

notice of sale of that portion of the Mortgaged Property to be sold, at least twenty-one (21) consecutive days prior to the date of said sale:

(a) by posting at the courthouse of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a written notice designating the county in which the Mortgaged Property will be sold;

(b) by filing in the office of the county clerk of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a copy of the notice posted under subparagraph (a); and

(c) by serving written notice of the sale on each debtor who, according to the records of Lender, is obligated to pay the Note (and, in the event the proceeds of the foreclosure sale are to be applied to a portion of the Indebtedness other than or in addition to the Note, then to each debtor who, according to the records of Lender, is obligated to pay such portion of the Indebtedness), such service to be complete and effective when the notice is deposited in the United States mail, postage prepaid and addressed to the debtor at the debtor's last known address as shown in the records of Lender.

In the alternative, such notice and sale may be accomplished in such manner as permitted or required by Title 5, §51.002 of the Texas Property Code (as amended, the "Property Code") relating to the sale of real property under contract lien and/or by Chapter 9 of the Texas Business and Commerce Code (as amended, the "UCC") relating to the sale of collateral after default by a debtor (as said title and chapter now exist or may be hereafter amended or succeeded), or by any other present or subsequent laws or regulations relating to same. In instances where the Mortgaged Property is located in states other than Texas, such sales shall be made in accordance with the legal requirements for such state, including, to the extent relevant, the Uniform Commercial Code in effect for such state (also included in the defined term "UCC"). Nothing contained in this paragraph shall be construed to limit in any way Trustee's rights to sell the Property by private sale if, and to the extent that, such private sale is permitted under the laws of the state where the Property (or that portion thereof to be sold) is located, or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same. At any such sale (a) whether made under the power herein contained, the Property Code, the UCC, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it will not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Property (Borrower hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee), and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (b) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Borrower, (c) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Note (and/or other portion of the Indebtedness with respect to which the sale has been conducted), advertisement and conduct of such sale in the manner provided herein and otherwise by law, and appointment of any successor Trustee hereunder, (d) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (e) the receipt of

Trustee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof, (f) to the fullest extent permitted by law, Borrower will be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Borrower, and (g) to the extent and under such circumstances as are permitted by law, Lender may be a purchaser at any such sale. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Trustee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default will not be exhausted by any one or more sales.

The Trustee making such sale will receive the proceeds thereof and apply same as follows: (w) to the payment of all expenses of advertising, selling, and conveying the Mortgaged Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums, or other sums including reasonable attorneys' fees and expenses and a reasonable fee or commission to Trustee, not to exceed five percent (5%) of the proceeds thereof or sums so received, (x) to the remainder of the Indebtedness as follows: first, to the remaining accrued but unpaid interest, second, to that portion of the Indebtedness which is not, for any reason whatsoever, secured by the Loan Documents, third, to the matured portion of principal of the Indebtedness, and fourth, to prepayment of the unmatured portion, if any, of principal of the Indebtedness applied to installments of principal in inverse order of maturity, (y) the balance, if any and to the extent applicable, remaining after the full and final payment of the Indebtedness and full performance and discharge of the obligations, to the lender of any inferior liens covering the Mortgaged Property, if any, in order of the priority of such inferior liens (Trustee and Lender shall hereby be entitled to rely exclusively upon a commitment for title insurance issued to determine such priority), and (z) the cash balance, if any, to Borrower.

12. Fair Market Value for Calculating Deficiencies. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORROWER EXPRESSLY WAIVES ALL RIGHTS, REMEDIES, CLAIMS AND DEFENSES BASED UPON OR RELATED TO SECTIONS 51.003, 51.004 AND 51.005 OF THE TEXAS PROPERTY CODE (AS AMENDED FROM TIME TO TIME). In the event the foregoing waiver is found by a court of competent jurisdiction to be ineffective or invalid for any reason, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by §§ 51.003, 51.004 and 51.005 of the Property Code:

(a) The Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure,

(b) The valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve months) following the foreclosure sale,

(c) All closing costs customarily borne by the seller in a commercial real estate transaction should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey and environmental study of the Property, tax prorations, reasonable attorneys' fees and expenses, and marketing costs,

(d) The gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes, insurance and assessments (to the extent not accounted for in subparagraph (c) above), and other maintenance expenses, and

(e) Any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

13. Substitute Trustee. If, for any reason, Lender prefers to appoint a substitute trustee to act instead of the herein named Trustee, Lender will have full power to appoint, at any time by written instrument, a substitute trustee, and, if necessary, several substitute trustees in succession, who will succeed to all the estate, rights, powers and duties of Trustee named herein, and no notice of such appointment need be given to Borrower or to any other person or filed for record in any public office. Such appointment may be executed by any authorized agent or officer and such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient. Borrower hereby ratifies and confirms any and all acts that Trustee, or its successor or successors in this trust, may lawfully do by virtue hereof.

14. Indemnification of Trustee. **TRUSTEE WILL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING THE TRUSTEE'S NEGLIGENCE AND/OR STRICT LIABILITY), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Trustee will have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee will be under no liability for interest on any moneys received by it hereunder. **BORROWER SHALL REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND SAVE IT HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH MAY BE INCURRED BY IT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER (INCLUDING ANY LIABILITY AND EXPENSES RESULTING FROM TRUSTEE'S OWN NEGLIGENCE AND/OR STRICT LIABILITY).** The foregoing indemnity will not terminate upon release, foreclosure or other termination of this Security Instrument.

15. Purchaser's Right to Disaffirm. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any encumbrance granted, or rental or lease contract made, in violation of any provision of this Security Instrument, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of encumbrance and rental or lease contract.

16. Lender as Purchaser. Lender may bid and, being the highest bidder therefor, become the purchaser of any and all Mortgaged Property offered for sale at any trustee's or foreclosure sale hereunder and shall have the right to credit the amount of the bid upon the amount of the Indebtedness owing to Lender, in lieu of cash payment.

17. Recovery of Unmatured Indebtedness. It is agreed that if an Event of Default occurs, the holder of the Indebtedness or any part thereof under which such Event of Default occurs will have the option to proceed with foreclosure in satisfaction of such Event of Default either through the courts or by directing Trustee or its successors in trust to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole Indebtedness due, and provided that if a sale is made because of an Event of Default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Note or other Indebtedness secured by this Security Instrument and it is agreed that such sale, if so made, shall not in any manner affect the unmatured portion of the Indebtedness, but as to such unmatured portion of the Indebtedness, this Security Instrument shall remain in full force and effect just as though no sale had been made under the provisions of this paragraph. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured portion of the Indebtedness, it being the intention of the parties hereto to provide for a foreclosure and sale of the security for any matured portion of the Indebtedness without exhausting the power to foreclose and to sell the security for any other portion of the Indebtedness whether matured at the time or subsequently maturing. It is agreed that an assignee holding any installment or part of any installment of the Note or other Indebtedness secured hereby shall have the same powers as are hereby conferred on the holder of the Indebtedness to proceed with foreclosure on a matured installment or installments, and also to request Trustee or its successors in trust to sell the Property or any part thereof; but if an assignee forecloses or causes a sale to be made to satisfy any installment, part of an installment, or installments, then the purchaser at such foreclosure or sale shall be made subject to all of the terms and provisions hereof with respect to the unmatured part of the Note and other Indebtedness secured hereby owned by the then holder of such Indebtedness.

18. Election to Discontinue Remedy. In the event Lender elects to invoke any of the rights or remedies provided for herein or at law or in equity, but thereafter determines to withdraw or discontinue same for any reason, it will have the unqualified right to do so, whereupon all parties will be automatically restored and returned to their respective positions regarding the Indebtedness and this Security Instrument as shall have existed prior to the invocation of Lender's rights hereunder, and the rights, powers and remedies of Lender hereunder shall be and remain in full force and effect.

19. Release or Renewal of Liens. Any part of the Property may be released by Lender without affecting the lien, security interest and rights hereof against the remainder. The lien, security interest and rights hereby granted shall not affect or be affected by any other security

taken for the Indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Indebtedness or any part thereof, shall at no time release or impair the liens, security interests and rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any junior lienholder. This Security Instrument, as well as any instrument given to secure any renewal or extension of the Indebtedness, or any part thereof, will be and remain a first and prior lien and security interest on all of the Property not expressly released, until the Indebtedness is completely paid.

20. Waiver of Marshaling and Certain Rights. To the extent that Borrower may lawfully do so, Borrower hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Lender to sell all or any part of the Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Lender to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Property in preference to every other person and claimant.

21. Waivers. It is expressly agreed that (a) no waiver of any Event of Default on the part of Borrower or breach of any of the provisions of this Security Instrument shall be considered a waiver of any other or subsequent Event of Default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time, (b) any failure by Lender to insist upon the strict performance by Borrower of any of the terms and provisions herein shall not be deemed to be a waiver of any of the terms and provisions herein, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions of this Security Instrument, (c) neither Borrower nor any other person now or hereafter obligated for the payment of all or any part of the Indebtedness shall be relieved of such obligations by reason of the failure of Lender or Trustee to comply with any request of Borrower, or of any other person so obligated, to take action to foreclose this Security Instrument or otherwise enforce any of the provisions of this Security Instrument or of any obligations secured by this Security Instrument, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of the subordination in whole or in part by Lender of the lien, security interest or rights evidenced hereby, or by reason of any agreement or stipulation with any subsequent owner or owners of the Property extending the time of payment or modifying the terms of the Indebtedness or this Security Instrument without first having obtained the consent of Borrower or such other person, and, in the latter event, Borrower and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Lender, (d) regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien or security interest on the Property, Lender may release the obligation of anyone at any time liable for any of the Indebtedness or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of the Indebtedness and/or this Security Instrument without, as to the security or the remainder thereof, in any way impairing or affecting the lien or security interest of this Security Instrument or the priority of such lien or security interest, as security for the payment of the Indebtedness as it may be so extended or modified over any

subordinate lien or security interest, (e) the holder of any subordinate lien or security interest does not have the right, and will not be granted the right, to terminate any lease affecting the Property whether or not such lease be subordinate to this Security Instrument, and (f) Lender may resort for the payment of the Indebtedness to any security therefor held by Lender in such order and manner as Lender may elect in its sole discretion.

22. Terminable Tenancy Upon Foreclosure. In the event of a Trustee's sale hereunder, and, if at the time of such sale, Borrower, or any other party occupies the Property so sold, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be terminable at the will of the landlord. Such purchaser may file an action of forcible detainer and/or any other legal proceedings if the tenant holds over after a demand in writing for possession of said property.

23. Appointment of Receiver. It is agreed that Lender, in any action to foreclose, will be entitled to the appointment of a receiver of the rents and profits of the Property as a matter of right and without notice, with power to collect the rents, issues and profits of the Property due and coming due during the pendency of such foreclosure suit, without regard to the value of the Property or the solvency of any person or persons liable for the payment of the Indebtedness involved in said suit. Borrower, for itself and any subsequent owner or owners, waives any and all defenses to the application for a receiver as above provided, and specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive Lender of any other right, remedy or privilege it may have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents and profits is made an express condition upon which the Loan is made.

24. Subrogation. To the extent that proceeds of the Note are used to pay any prior indebtedness secured by an outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Borrower's request; and Lender shall be subrogated to any and all rights, powers, equities, liens and security interests owned or granted by any owner or holder of such prior indebtedness, irrespective of whether said security interests, liens, charges or encumbrances are released of record.

25. Security Agreement.

(a) Security Interest. This Security Instrument shall be a security agreement between Borrower, as the debtor, and Lender, as the secured party, covering the Collateral pursuant to the UCC. In addition to Lender's other rights hereunder, Lender shall have all rights of a secured party under the UCC. If Lender should dispose of any of the Collateral pursuant to the UCC, ten (10) days' written notice by Lender to Borrower will be deemed to be reasonable notice; provided, however, Lender may dispose of such property in accordance with the foreclosure procedures of this Security Instrument in lieu of proceeding under the UCC.

(b) Notice of Changes. Borrower shall give at least thirty (30) days' advance notice in writing to Lender of any proposed change in Borrower's name, identity, or structure.

(c) Fixtures. Some of the items of the Collateral described herein are goods that are or are to become fixtures related to the land described herein, and it is intended that, as to those goods, this Security Instrument will be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Collateral is situated. Information concerning the security interest created by this Security Instrument may be obtained from Lender, as secured party, at the address of Lender stated on the first page hereof. The mailing address of Borrower, as debtor, is as stated on the first page hereof.

(d) Filing of Financing Statements. Borrower hereby irrevocably authorizes Lender at any time and from time to time to file, without the signature of Borrower, in any jurisdiction, any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Property (i) as "all assets of Borrower and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article/Chapter 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by subchapter E of Article/Chapter 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Lender in its discretion. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further agrees that a carbon, photographic or other reproduction of this Agreement or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Lender.

(e) Foreclosure Sale. Any sale made pursuant to the provisions of this paragraph will be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under the power of sale as provided herein upon giving the same notice with respect to the sale of the Collateral hereunder as is required for such sale of the Mortgaged Property under the power of sale. In the event of a foreclosure sale, whether made by Lender, the Trustee or under judgment of a court, the Collateral and the Mortgaged Property may, at the option of Lender, be sold partially or as a whole.

(f) Account Debtors. Lender may at any time after an Event of Default notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Lender directly.

26. Notices. All notices or other communications required or permitted to be given pursuant to this Security Instrument shall be provided as set forth in the Loan Agreement.

27. Binding on Successors. The covenants herein contained shall inure to the benefit of Lender and Trustee, their heirs, legal representatives, successors and assigns, and will be binding upon the respective heirs, legal representatives, successors and assigns of Borrower, but

nothing in this paragraph will constitute an authorization for Borrower to sell or in any way dispose of the Property or any part thereof if otherwise prohibited by any of the terms hereof.

28. Definitions. Wherever used in this Security Instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Security Instrument" shall mean "this Security Instrument, Security Agreement and Assignment of Rents and any supplement or supplements hereto"; the word "Borrower" shall mean "Borrower, its heirs, legal representatives, successors and assigns, and/or any subsequent owner or owners of the Property"; the word "Lender" shall mean "Lender or any subsequent holder or holders of the Note or other Indebtedness secured hereby"; the word "Note" shall mean the "Note secured by this Security Instrument and any renewals, extensions, rearrangements and enlargements thereof"; the word "person" shall mean "an individual, corporation, trust, partnership or unincorporated association"; and the pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

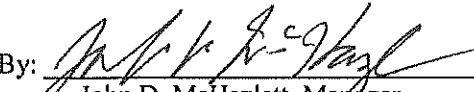
29. APPLICABLE LAW. THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY BENEFICIARY, OTHERWISE PREEMPT TEXAS LAW; IN WHICH EVENT FEDERAL LAW SHALL CONTROL.

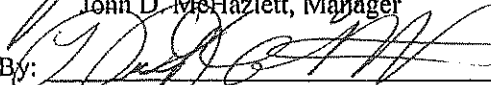
30. NO ORAL AGREEMENTS. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Security Instrument has been executed on the date of acknowledgment below, but is to be effective as of the Effective Date.

BORROWER:
ELIZABETHTOWN PROPERTIES, LLC,
a Texas limited liability company

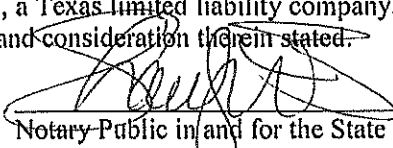
By: 
John D. McHazzlett, Manager

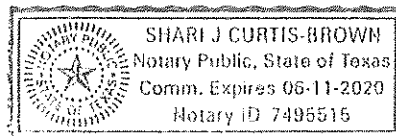
By: 
Michelle McHazzlett, Manager

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by John D. McHazzlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]

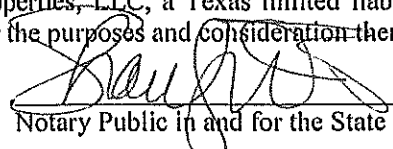

Notary Public in and for the State of Texas

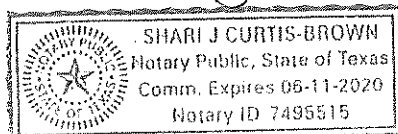


THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by Michelle McHazzlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]


Notary Public in and for the State of Texas



Signature/Notary Page to Deed of Trust, Security Agreement and Assignment of Rents



TITLE COMPANY:
SOUTH-LAND
TITLE
SHARI CURTIS-BROWN 281-997-7300
G.F. #: PL1860050
ISSUE DATE: MAY 29, 2018

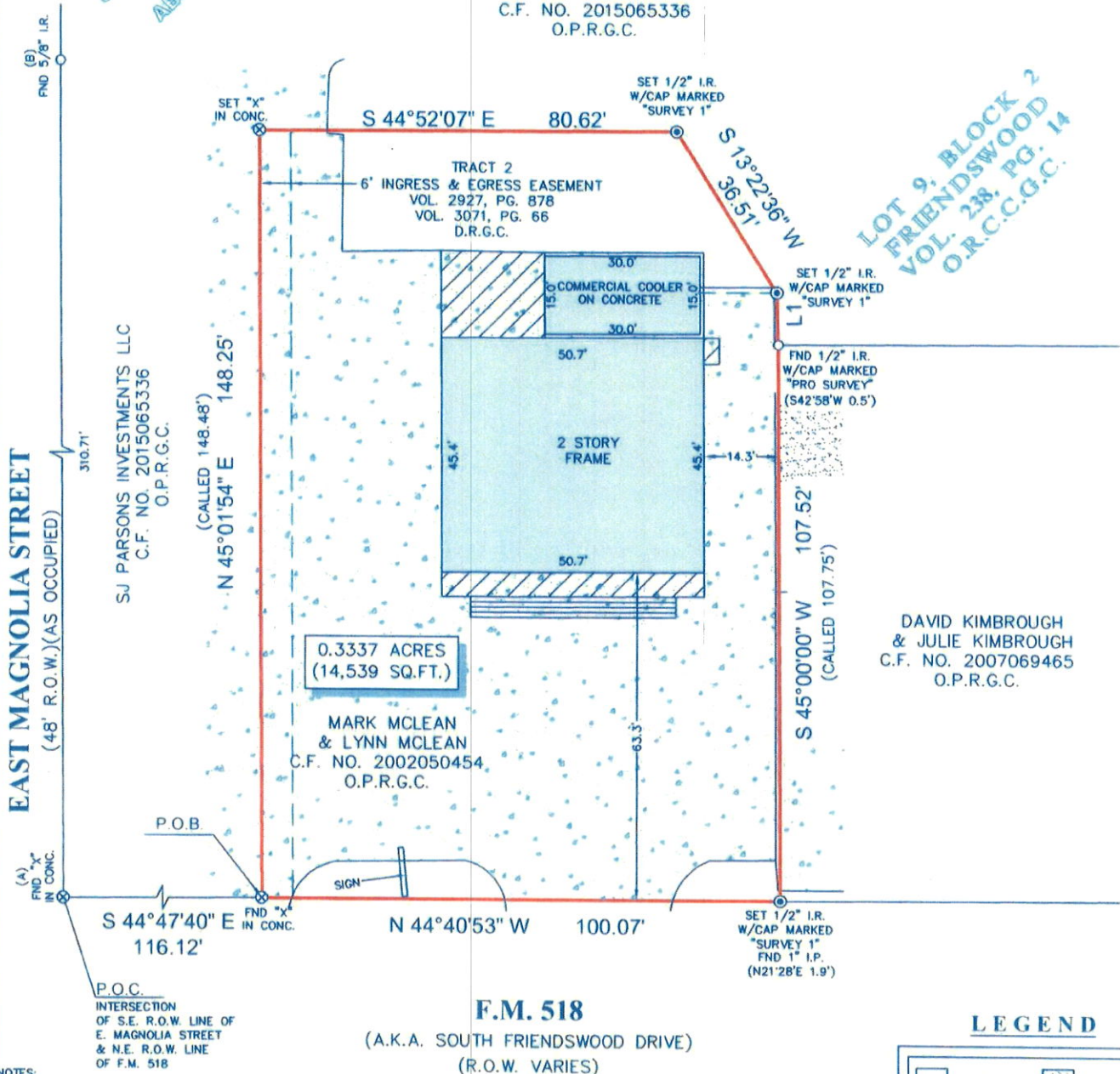


SARAH MCKISSICK
LEAGUE
ABSTRACT 151



SJ PARSONS INVESTMENTS LLC
C.F. NO. 2015065336
O.P.R.G.C.

LOT 9, BLOCK 2
FRIENDSWOOD
VOL. 238, PG. 14
O.R.C.C.G.C.

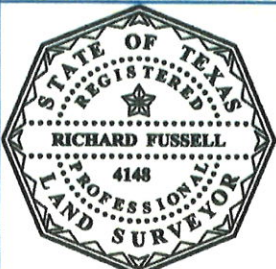


NOTES:

- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO SJ PARSONS INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S FILE NO. 2015065336 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
- ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
- THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
- THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
- EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY RECORDED IN C.F. NO. 8449042, O.P.R.G.C.

LEGAL DESCRIPTION: TRACT 1: A TRACT OF LAND CONTAINING 0.3337 ACRES (14,539 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151, GALVESTON COUNTY, TEXAS, BEING OUT OF LOT 9, BLOCK 2, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 4, GALVESTON COUNTY CLERK'S RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

TRACT 2 (EASEMENT ESTATE): A CALLED 890 SQUARE FEET OF LAND BEING PART OF LOT 9, BLOCK 2, OF FRIENDSWOOD, AS RECORDED IN VOLUME 238, PAGE 4, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, BEING ALL OF A 6 FOOT INGRESS-EGRESS EASEMENT RECORDED IN VOLUME 2927, PAGE 878 AND IN VOLUME 3071, PAGE 66, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AN LOCATED IN THE SARAH MCKISSICK OR J. R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.



SURVEYOR'S CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON JUNE 1, 2018 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING; AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLS# 4148

CLIENT:
ELIZABETHTOWN PROPERTIES, LLC
ADDRESS:
315 SOUTH FRIENDSWOOD DRIVE

www.survey1inc.com
survey1@survey1inc.com
Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

FIELD CREW: MV	TECH: EF
DRAFTER: LT	FINAL CHECK: EF
DATE: 6-7-18	
JOB# 5-63788-18	

REVISED (TRACT 2): 6-26-2018

**DESCRIPTION OF A TRACT OF LAND CONTAINING
0.3337 ACRES (14,539 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151
GALVESTON COUNTY, TEXAS**

Being a tract of land containing 0.3337 acres (14,539 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out Lot 9, Block 2, Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 44, Galveston County Clerk's Records, being all of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.3337-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South 44°47'40" East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North 45°01'54" East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South 44°52'07" East, a distance of 80.62 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the east of the said tract herein described;

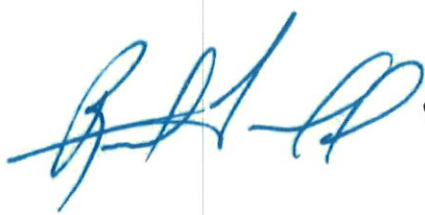
THENCE South 13°22'36" West, a distance of 36.51 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for an angle point in the southeast line of the said tract herein described;

THENCE South 43°42'41" West, a distance of 10.01 feet for an angle point in the southeast line of the said tract herein described;

THENCE South 45°00'00" West, a distance of 107.52 feet (called 107.75 feet) to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the northeast right-of-way line of said F.M. 518 for the south of the said tract herein described;

THENCE North 44°40'53" West, along the northeast right-of-way line of said F.M. 518, a distance of 100.07 feet to the POINT OF BEGINNING and containing 0.3337 acres (14,539 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated June 1, 2018, job number 6-63788-18.





**TRACT 2
DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0204 ACRES (890 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151
GALVESTON COUNTY, TEXAS**

Being a tract of land containing 0.0204 acres (890 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being part of Lot 9, Block 2, of Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's Records, being part of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.0204-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South $44^{\circ}47'40''$ East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North $45^{\circ}01'54''$ East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South $44^{\circ}52'07''$ East, a distance of 6.00 feet to the east of the said tract herein described;

THENCE South $45^{\circ}01'54''$ West, a distance of 148.24 feet to the south of the said tract herein described, in the northeast right-of-way line of said F.M. 518;

THENCE North $44^{\circ}40'53''$ West, along the northeast right-of-way line of said F.M. 518, a distance of 6.00 feet to the POINT OF BEGINNING and containing 0.0204 acres (890 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated June 1, 2018, job number 6-63788-18.





Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

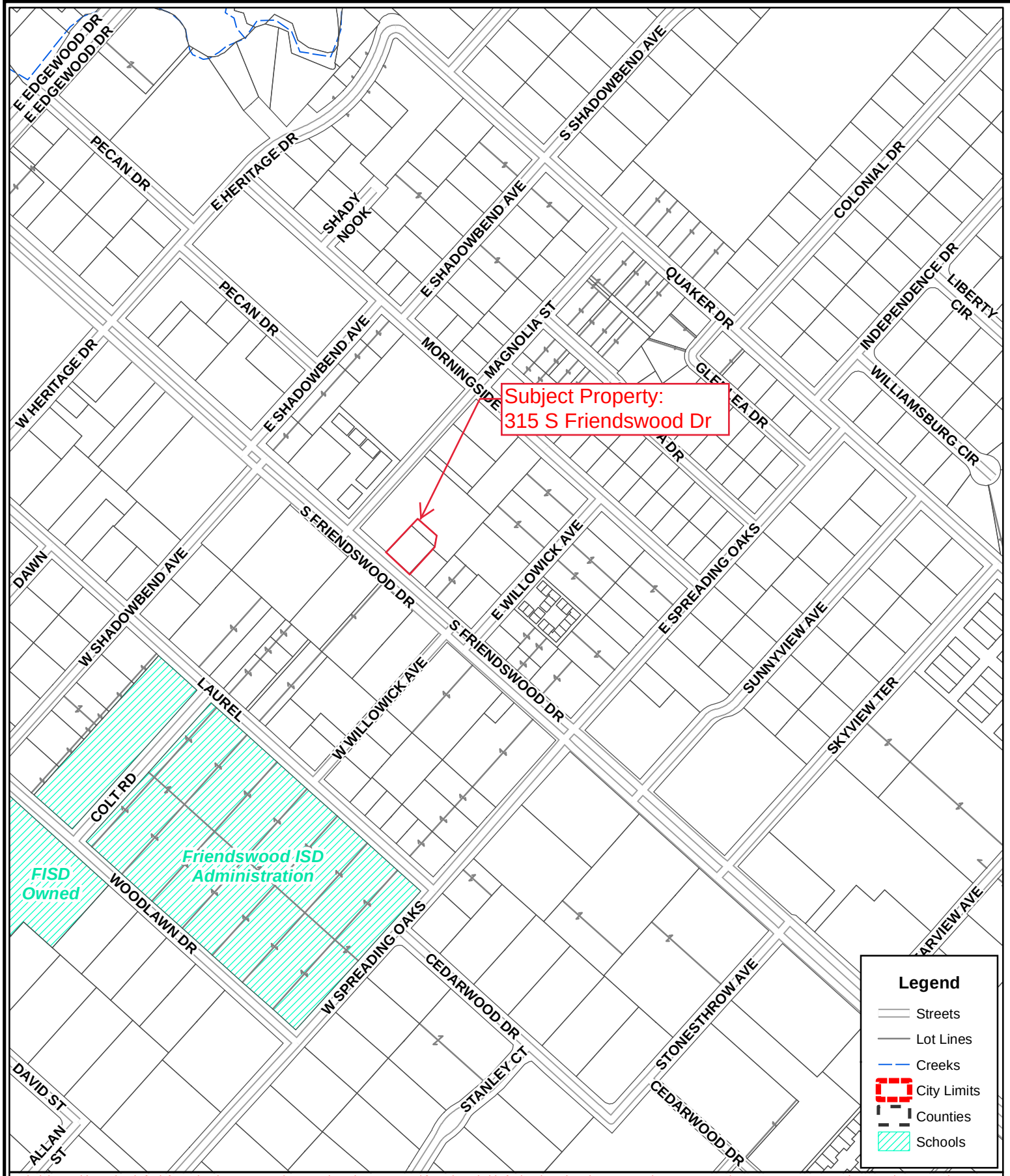


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 50'



Subject Property:
315 S Friendswood Dr

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties
- Schools

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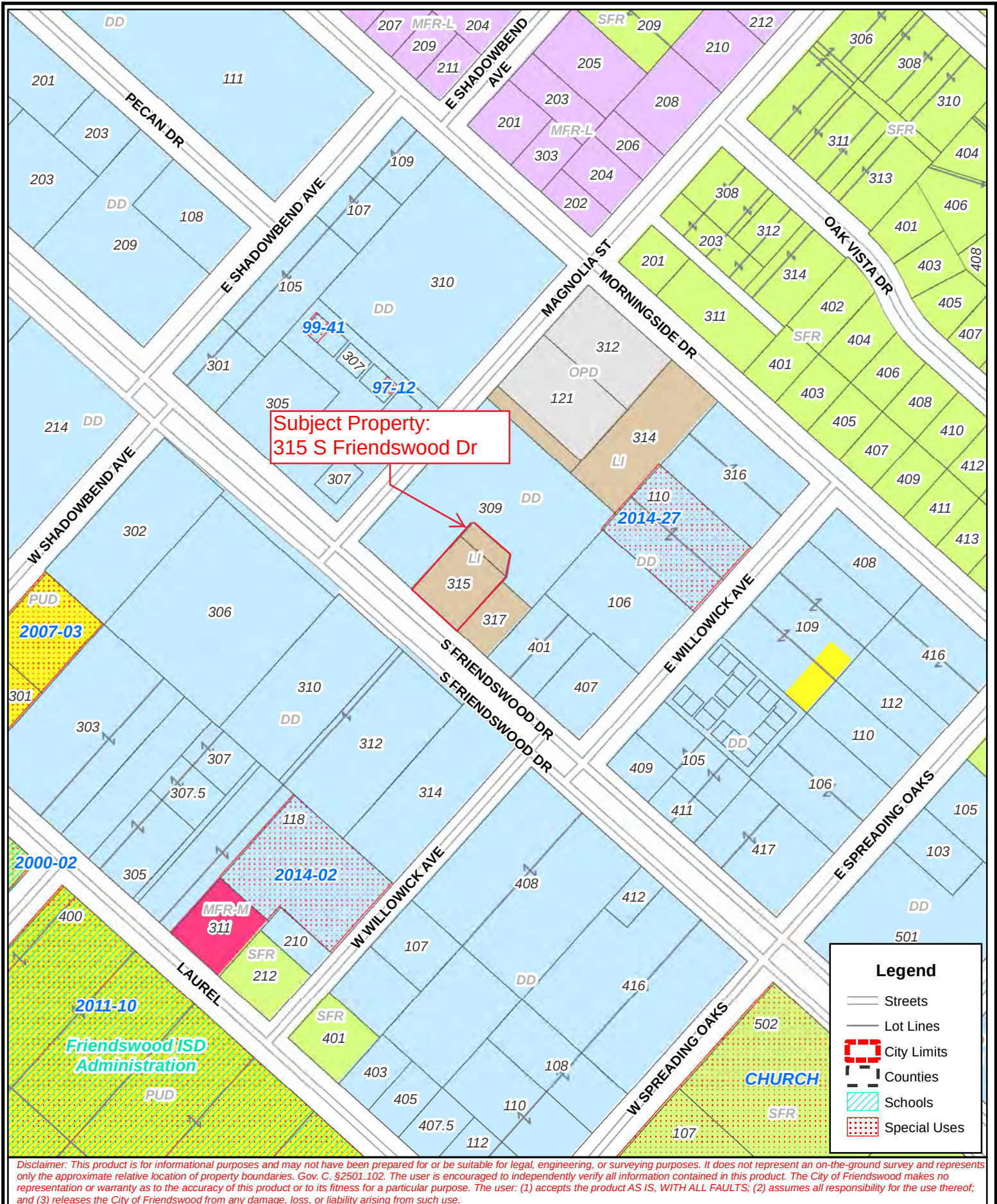


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 401'



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1" = 200'

Memo

To: Mayor and City Council

From: Joe Matranga, P&Z Chairman *JM (JAH)*

Date: August 7, 2018

Re: Zone Classification Change Request – 315 S. Friendswood Dr. to change from Light Industrial (LI) to Downtown District (DD)

At the meeting held August 6, 2018, the City of Friendswood Planning and Zoning Commission voted unanimously 6 to 0 (Commissioner Perry was absent) to approve the zone change request referenced above.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: August 15, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone change request at 4203 Friendswood Link Rd. to change from Neighborhood Commercial to Neighborhood Commercial/Specific Use Permit to allow NAICS #713940 Fitness and Recreational Sports Centers

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 2nd reading of Ordinance

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The property owner is proposing to demolish the old car wash building that currently exists on the property and construct a new cross fit/fitness facility providing exercise programs and nutritional guidance. A small, telecommunication building is also located near the back of the property and will remain. The new, proposed use, NAICS Use 713940, Fitness and Recreational Sports Centers, requires a Specific Use Permit (SUP) in the Neighborhood Commercial (NC) zoning district. Other than the landscape recommendation listed below, the proposed development meets the zoning district requirements of the NC zoning district.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as retail. Redevelopment of this site would be a significant improvement to the area. It is located between a daycare and the AMCAP building, which was recently redeveloped.

RECOMMENDATIONS

The subject property backs up to residential zoned property, which requires screening inclusive of an 8-foot opaque fence and a 10-foot landscape buffer with a tree every 25 feet. As indicated on the Landscape Plan, staff is recommending allowing the property owner to keep existing trees at the rear of the property and count those as the buffer screening trees. The existing, class 3 trees are located in a utility easement. Planting new class 1 or class 2 trees could disturb the area and root systems would be

too large. Additionally, the trees are already full size and provide more screening than new trees would provide.

The Planning and Zoning Commission voted unanimously (6-0) in favor of the requested zone change as presented at the regular meeting on August 6, 2018. Commissioner Perry was absent.

ATTACHMENTS

[Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

[PZ Recommendation Memo](#)

(Title: An ordinance amending the zoning classification for a tract or parcel containing 0.6804 acres located at 4203 Friendswood Link Rd., Friendswood, Texas, by granting a zone classification change from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS use # 713940 "Fitness and Recreational Sports Centers," as more fully described herein.)

ORDINANCE NO. T2018-22

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL CONTAINING 0.6804 ACRES OF LAND, BEING OUT OF RESERVE "A" OF FOREST CREEK SUBDIVISION, SITUATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT 549, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM NEIGHBORHOOD COMMERCIAL (NC) TO NEIGHBORHOOD COMMERCIAL/SPECIFIC USE PERMIT (NC/SUP) TO ALLOW NAICS USE # 713940 "FITNESS AND RECREATIONAL SPORTS CENTERS;" PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Aligar Holdings I, LLC, is the Owner of a 0.6804 acre parcel of land, being out of Reserve "A" of Forest Creek Subdivision, and situated in the Sarah McKissick Survey, Abstract 549, City of Friendswood, Harris County, Texas, as also depicted by the deed, metes and bounds description, aerial map, location map and zoning map in Exhibit "A" incorporated herein by reference, (the "Property"); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS use # 713940 "Fitness and Recreational Sports Centers," as depicted in Exhibit "B", attached hereto and incorporated by

reference; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, a public hearing on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached

Exhibit “A”, from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS use # 713940 “Fitness and Recreational Sports Centers,” for such purposes and conditions as depicted in Exhibit “B,” but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 6th day of August, 2018.

PASSED, APPROVED, and ADOPTED on second and final reading this 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Deed and
3. Metes and bounds description
4. Aerial Map
5. Location Map
6. Zoning Map

Exhibit “B”

1. Cover Sheet
2. Site Plan
3. Building Elevations
4. Photometric Plan
5. Tree Survey
6. Landscape Plan



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: NC

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 713940

PROPERTY IDENTIFICATION:

Address: 4203 FRIENDSWOOD LINK Rd.

Platted Land – Plat Name: FOREST CREEK Lot: Reserve A2 Block: 2

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: ALIGAR HOLDINGS I, LLC Phone: 713.598-2247

Owner's Mailing Address: 4327 PEASE ST.

City: HOUSTON State: TX Zip: 77023 Fax: _____

Owner's Email Address: aparker@palomaresources.com

AGENT'S NAME: BEN SUNDIN Phone: 713 781 5262

Agent's Mailing Address: 2000 BERING DRIVE #410

City: HOUSTON State: TX Zip: 77057 Fax: _____

Agent's Email Address: bsundin@ovarc.com

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

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

Owner's Signature: Alia Barker Date: 6/26/18

Agent's Signature: [Signature] Date: 6/26/18

Received By: <u>B Sumner</u>	Application Number: <u>2018-0021</u>
Date of Public Hearing: <u>8-6-18</u>	Received Date: <u>6-29-18</u>
Property Owner Notices: <u>7-27</u>	Newspaper Notice: <u>7-16</u>
	Sign on Property: <u>7-27</u>

RECORDED BY
SOUTH LAND TITLE, LLC
GF# PL17512642

GENERAL WARRANTY DEED

Recorded Electronically
ID RP-2017-497281
County Harris
Date 11/13/17 Time 9:44am
Simplifile.com 800-460-5657

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

Date: November 10, 2017

Grantor: EASTWOOD HOLDINGS, LLC, a Texas limited liability company

Grantor's Mailing Address: P.O. Box 656 Pearland, TX 77588

Grantee: ALIGAR HOLDINGS I, LLC, a Texas limited liability company

Grantee's Mailing Address: 4327 Pease Street Houston, TX 77023

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Being a tract of land containing 0.6804 acres (29,639 square feet), more or less, situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50, of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132537 and all of a 5916 square foot tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132538, both of the Official Public Records of Harris County, Texas. Said 0.6804 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron, rod in the Southeast right-of-way line of Friendswood Webster Road (a.k.a. Friendswood Link Road) (100.00 feet wide) for the Northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the Southeast right-of way line of Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 100.00 feet a found 1/2-inch iron rod for the Northwest corner and POINT OF BEGINNING of said tract herein-described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a found 1/2-inch iron rod in the Southeast line of said Reserve "A" for the Northeast corner of said tract herein described;

THENCE South 42° 20' 46" West with the Southeast line of said Reserve, "A", a distance of 125.00 feet to a found 1/2-inch iron rod for the Southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 1/2-inch iron rod in the Southeast right-of-way line of said Friendswood Webster Road in the Northwest line of said Reserve "A" for the Southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the Southeast right-of-way line of said Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Reservations from Conveyance:

NONE

Exceptions to Conveyance and Warranty:

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Harris County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The contract between Grantor, as seller, and Grantee, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

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

EASTWOOD HOLDINGS, LLC

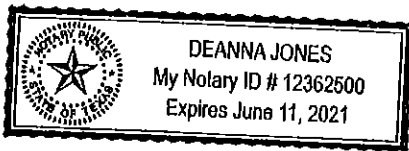
BY: _____

TRACY BYAS, Manager

STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 10th day of November, 2017, by TRACY BYAS, as the Manager of EASTWOOD HOLDINGS, LLC, a Texas limited liability company, on behalf of said company.



Notary Public – State of Texas
Notary's Printed Name: Deanna Jones
My Commission Expires: 6-11-2021

RP-2017-497781
Pages 4
11/13/2017 09:44 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2017-497781

**DESCRIPTION OF A TRACT OF LAND CONTAINING
0.6804 ACRES (29,639 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK SURVEY, ABSTRACT 549
HARRIS COUNTY, TEXAS**

Being a tract of land containing 0.6804 acres (29,639 square feet), situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50 of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle et al by deed recorded in County Clerk's File No. U132537 and all of a 5916 square foot tract of land conveyed unto David Holle et al by deed recorded in County Clerk's File No. U132538, both of the Official Public Records of Harris County, Texas. Said 0.6804-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod in the southeast right-of-way line of Friendswood-Webster Road (a.k.a. Friendswood-Link Road)(100.00 feet wide) for the northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the southeast right-of-way line of Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 100.00 feet to a set "X" in concrete for the northwest corner and POINT OF BEGINNING of said tract herein described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a point in the southeast line of said Reserve "A" for the northeast corner of said tract herein described, from which a found 1-inch iron pipe bears South 50°21' East, a distance of 1.0 feet;

THENCE South 42° 20' 46" West with the southeast line of said Reserve "A", a distance of 125.00 feet to a found 5/8-inch iron rod for the southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 5/8-inch iron rod in the southeast right-of-way line of said Friendswood-Webster Road, in the northwest line of said Reserve "A" for the southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the southeast right-of-way line of said Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey I, Inc. (Firm Registration No. 100758-00) dated May 22, 2018, job number 6-64398-18.

Survey I, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382



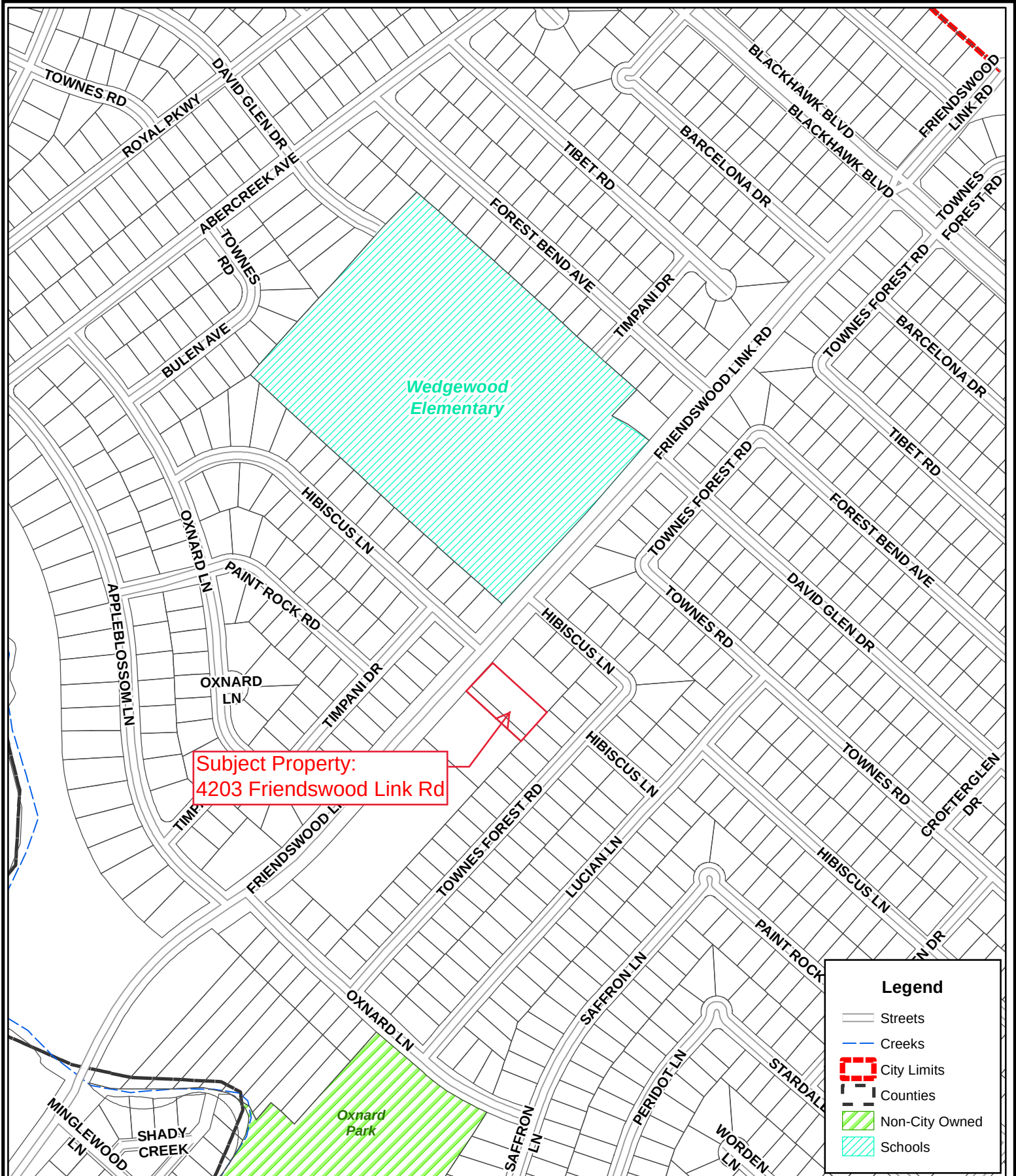


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1" = 100'



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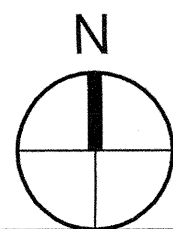
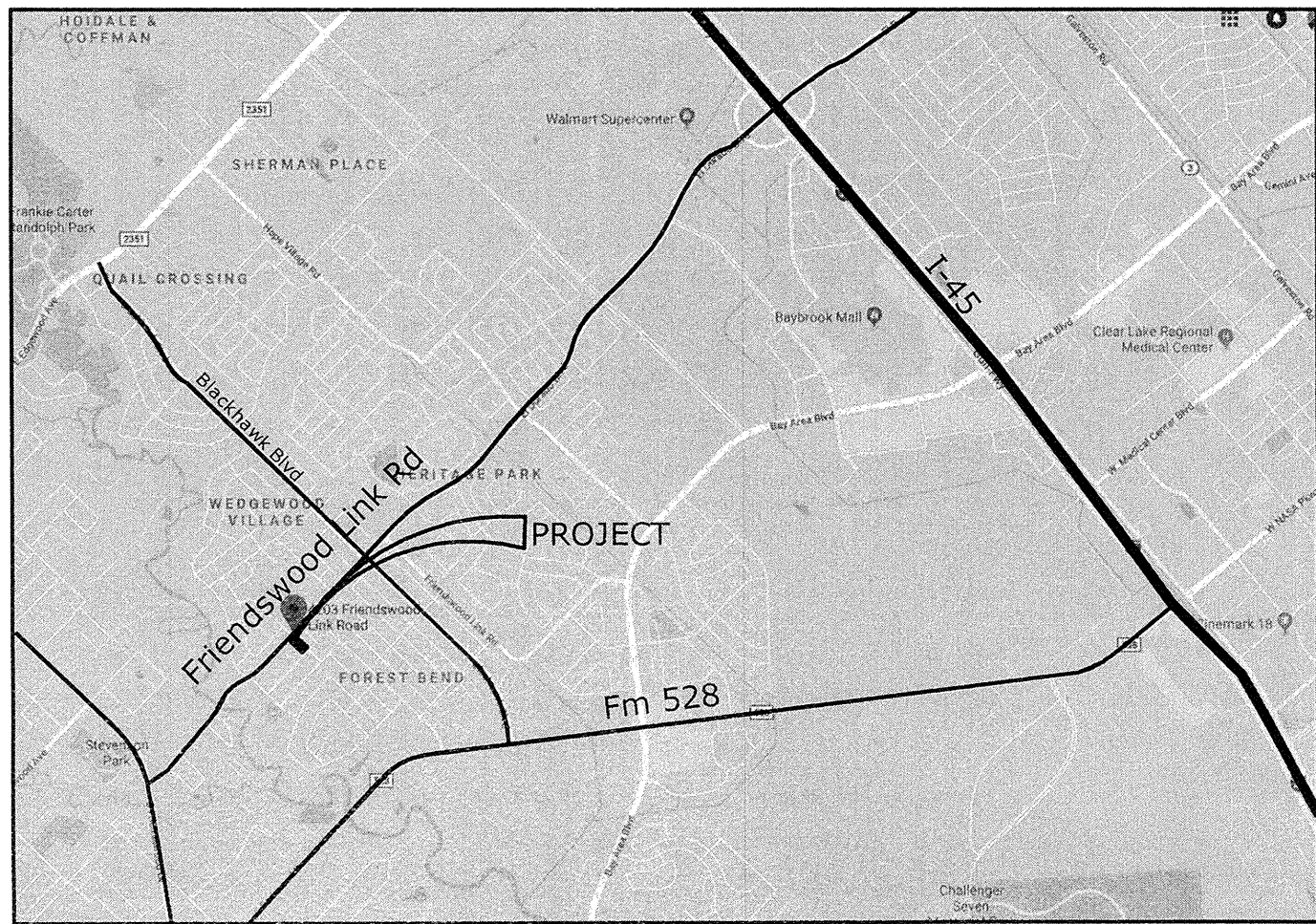
Friendswood GIS Mapping



1" = 200'

FRIENDSWOOD LINK HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS



VICINITY MAP
1" = 2000'

CODE INFORMATION

APPLICABLE CODE:

- BUILDING CODE - 2012 INTERNATIONAL BUILDING CODE
- ACCESSIBILITY - 2012 TEXAS ACCESSIBILITY STANDARD
- FIRE CODE - 2012 INTERNATIONAL FIRE CODE W/ CITY AMENDMENTS
2012 NFPA LIFE SAFETY 101
- ENERGY CODE - 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- ELECTRICAL - 2011 NATIONAL ELECTRICAL CODE
- MECHANICAL - 2012 UNIFORM MECHANICAL CODE
- PLUMBING - 2012 UNIFORM PLUMBING CODE

TEXAS WINDSTORM INLAND 2 ZONE
CITY OF FRIENDSWOOD CODE OF ORDINANCES

OCCUPANCY - A3
CONSTRUCTION TYPE - VB
NON SPRINKLERED

OWNER

ALIGAR HOLDINGS I, LLC
4327 PEASE STREET
HOUSTON, TEXAS 77023
PHONE: (713) 598-2247

ALICE PARKER
APARKER@PALOMARESDOURCES.COM

ARCHITECT

OSBORN & VANE ARCHITECTS, INC.
2000 BERING DRIVE, SUITE #410
HOUSTON, TEXAS 77057
PHONE: (713) 781-5262
FAX: (713) 781-5347
BEN SUNDIN, AIA
BSUNDIN@OVARC.COM

CIVIL ENGINEER (CONSULTANT TO OWNER)

SHELMARK ENGINEERING, LLC
921 FM 517 ROAD EAST
DICKINSON, TEXAS 77539
PHONE: (409) 935-9986
EDGARD FIGUEROA
EFIGUEROA@SHELMARK.NET

MEP ENGINEER

SALAS O'BRIEN
10930 W. SAM HOUSTON PKWY N., SUITE 900
HOUSTON, TEXAS 77064
PHONE: (281) 664-1900
ISRAEL MORENO
ISRAEL.MORENO@SALASOBRIEN.COM

LANDSCAPE ARCHITECT

CMB LANDSCAPE
18135 FM 362
NAVASOTA, TX 77868
PHONE: 832 - 428 - 1209
CHARLES BRIDGES
CBRIDGES@CMBLANDARCH.COM

SHEET INDEX:

GENERAL:

- A0.0 COVER SHEET
TOPOGRAPHIC SURVEY

ARCHITECTURAL:

- A1.0 SITE PLAN
A2.0 ELEVATIONS

MEP:

- E0.1 PHOTOMETRIC SITE PLAN

LANDSCAPE:

- L1.01 TREE SURVEY
L1.02 LANDSCAPE PLAN
L2.01 IRRIGATION PLAN

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS

OSBORN & VANE ARCHITECTS

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
Drawn ER
Checked BS

COVER SHEET

Sheet No. **A0.0**

NOTES TO SHEET:

1. EXISTING CURB CUT TO REMAIN
2. EXISTING CONCRETE DRIVE TO BE REMOVED, INSTALL NEW CONCRETE CURB AND LANDSCAPE.
3. LANDSCAPED AREAS, RE:LANDSCAPE DRAWINGS
4. CONCRETE SIDEWALK.
5. ACCESSIBLE PARKING SPACES
6. ACCESSIBLE ROUTE
7. PARKING LIGHT POLE, RE: PHOTOMETRIC PLAN
8. DUMPSTER ENCLOSURE
9. ACCESSIBLE RAMP
10. 18" LANDSCAPE CURB
11. 4" PAINTED PARKING STRIPE
12. CONCRETE CURB
13. CONCRETE PAVING
14. MODIFY EXISTING POLE SIGN (7'-0" TO TOP OF SIGN AND 50 S.F. MAX) AND RELOCATE 3'-0" MIN FROM PROPERTY LINE
15. MAIN BUILDING ENTRANCE
16. FIRE EXIT
17. EXISTING SIDEWALK

PARKING ANALYSIS

PARKING REQUIRED:
(7 SPACES / 1,000 SF) = 35 SPACES

PARKING PROVIDED:
= 33 SPACES
(WITHIN 5% DEVIATION)

OSBORN & VANE ARCHITECTS inc

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



07-19-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058

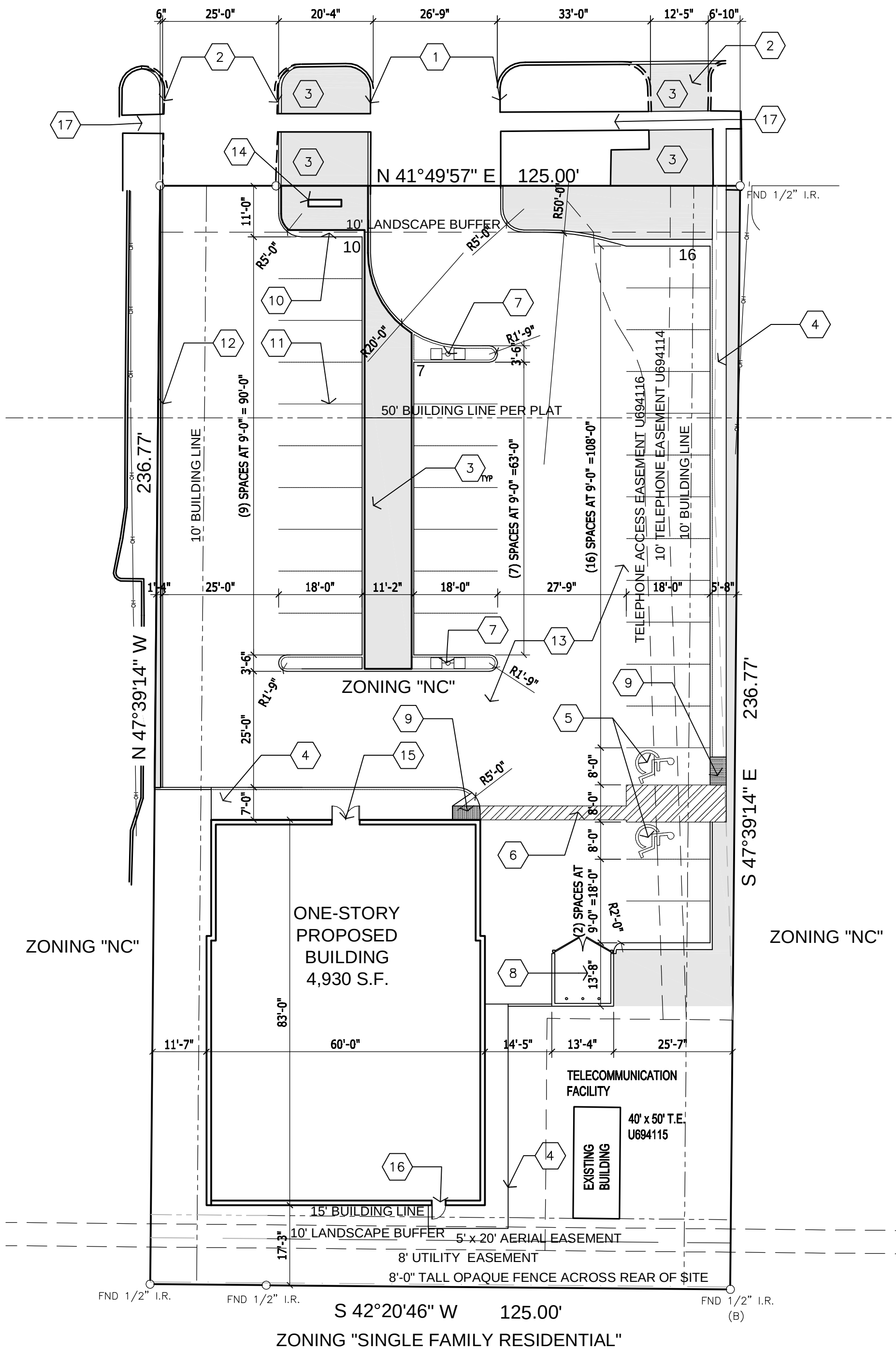
Drawn ER

Checked BS

SITE PLAN

Sheet No. **A1.0**

FRIENDSWOOD LINK ROAD

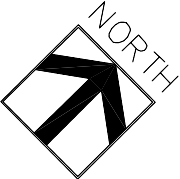


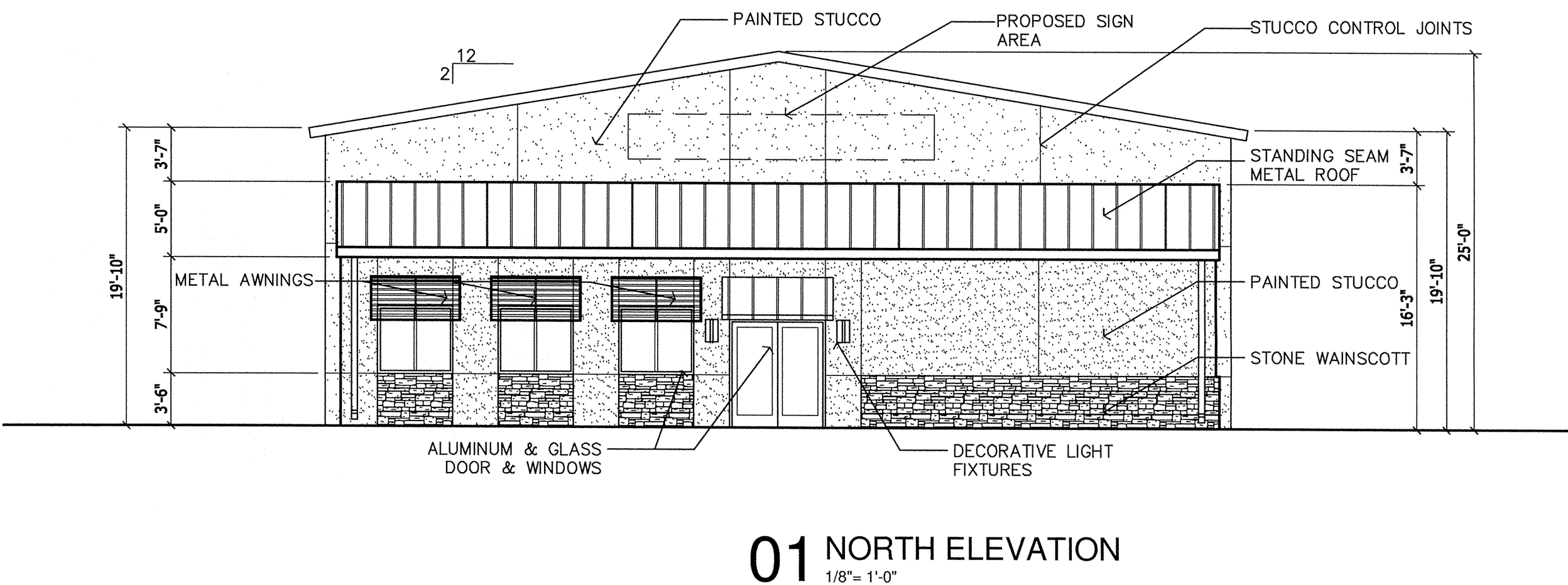
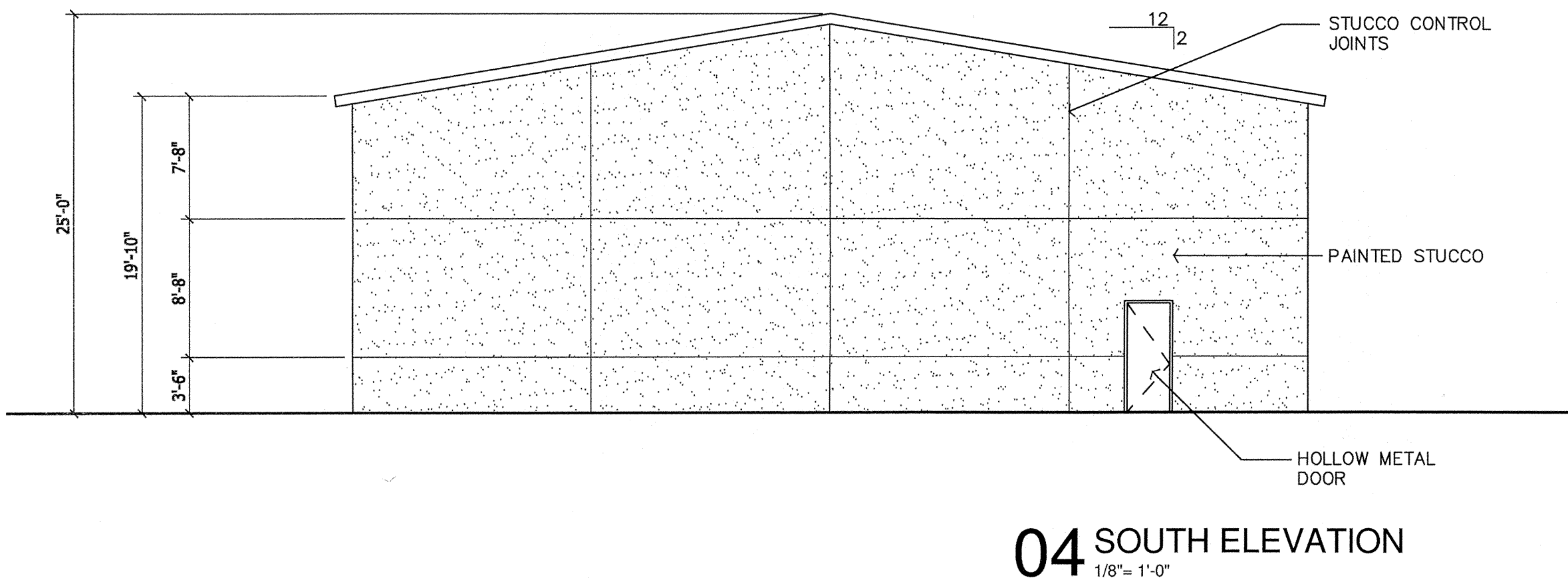
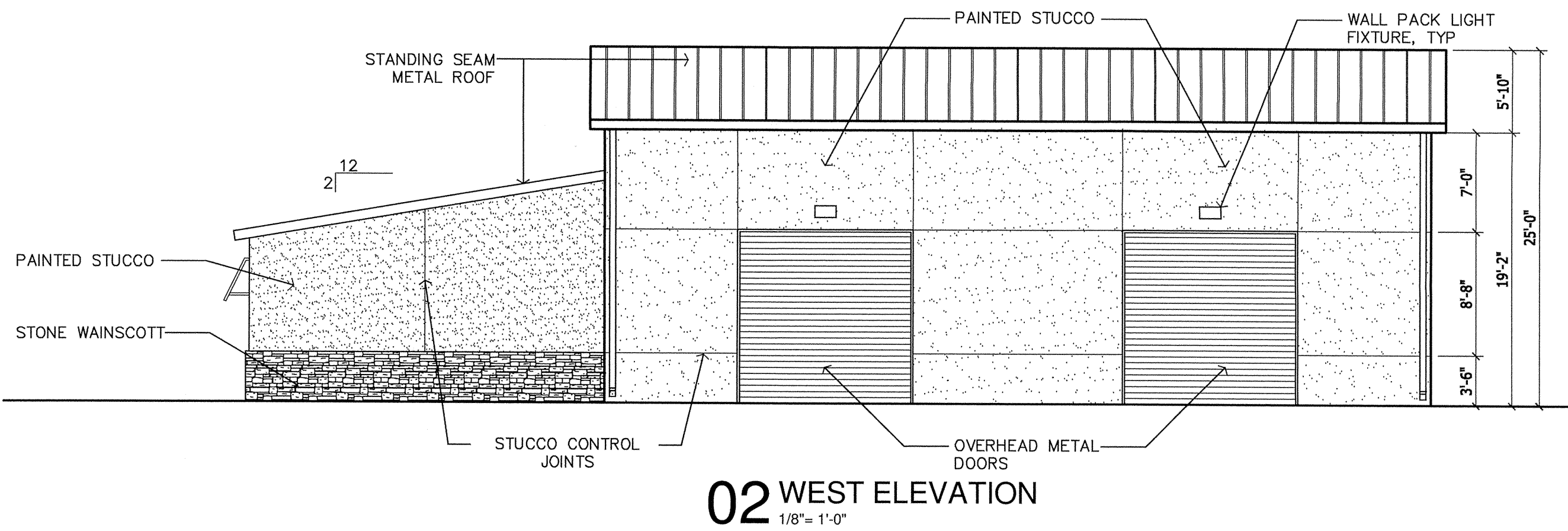
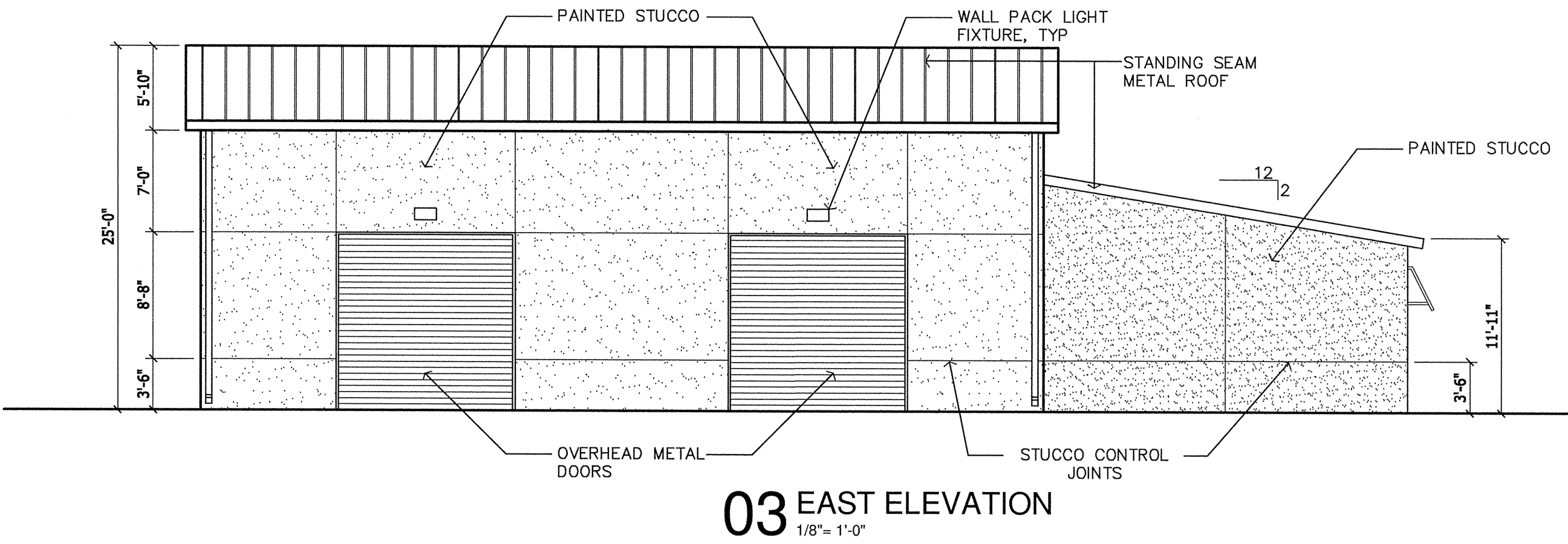
THE PROPOSED DEVELOPMENT WILL INCLUDE A ONE-STORY BUILDING FOR A HEALTH & WELLNESS CENTER THAT WILL OFFER ONE HOUR LONG SESSIONS THAT WILL HELP INDIVIDUALS MEET HEALTHY GOALS & OBTAIN LIFE-LONG RESULTS BY PROVIDING A COMPLETE NUTRITION AND EXERCISE PROGRAM WHICH INCLUDES:

- CUSTOMIZED MEAL PLANS
- GROCERY LIST & MEAL PREPARATION GUIDELINES
- WORKOUT PROGRAM AND EQUIPMENT TO OBTAIN RESULTS
- WORLD-CLASS ACCOUNTABILITY TO HELP INDIVIDUALS STAY ON TRACT WITH PROGRAM.

SITE PLAN

SCALE: 1"=20'





OSBORN & VANE ARCHITECTS, INC.

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



07-12-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058

Drawn ER

Checked BS

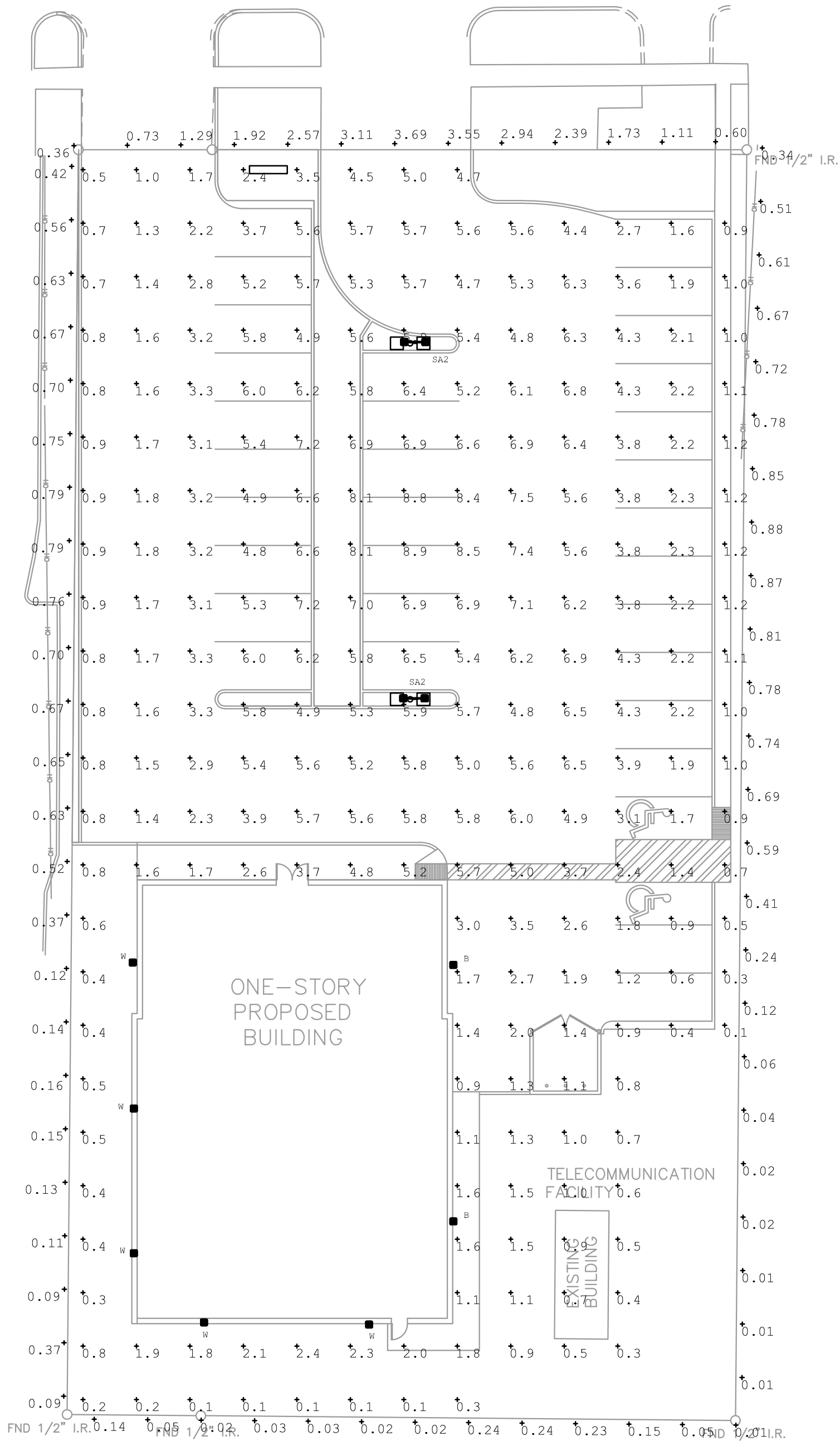
ELEVATIONS

Sheet No. **A2.0**

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	2	SA2	BACK-TO-BACK	N.A.	0.900	GB Lighting: EASC H3F40 mounted on a 25' pole
	2	B	SINGLE	N.A.	0.900	Gardco: 101L-161-530-NW-G1-3
	5	W	SINGLE	N.A.	1.000	WLPK1 LED WIDE-H

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.66	3.69	0.01	66.00	369.00
Site	Illuminance	Fc	3.25	8.9	0.1	32.50	89.00

FRIENDSWOOD LINK ROAD



ZONING "SINGLE FAMILY RESIDENTIAL"



1

ELECTRICAL PHOTOMETRIC SITE PLAN
SCALE: 1" = 20'-0"



OSBORN & VANE ARCHITECTS

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



07/19/18

FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058

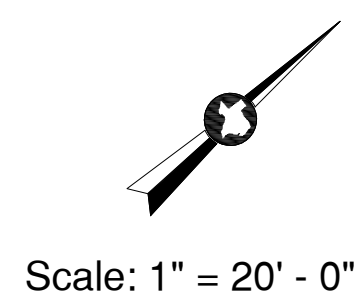
Drawn RM

Checked IM

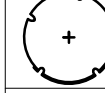
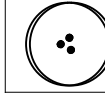
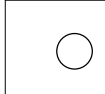
ELECTRICAL
PHOTOMETRIC SITE PLAN

Sheet No.

E0.1



PLANT LIST

SYM	QT	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	3	LIVE OAK	Quercus virginiana	45gal	10'-12' HT, 5'-6' SPRD, 2.5" CAL., SPECIMEN
	8	CRAPEMYRTLE #see remarks	Lagerstroemia indica	30gal	8-10' ht; 4-5' sprd. Multi-trunk, 3 cane min. Must be 2" cal. 18" above ground when planted
	20	WAX LIGUSTRUM #see remarks	Ligustrum japonicum	3gal	24-30" HT., 15"-18" SPRD., FULL POT, WELL ROOTED, Min. 24" tall and 24"oc when planted
		ST AUGUSTINE	Stenotaphrum secundatum		SOLID SOD

NOTES:

1. CONTRACTOR SHALL APPLY FOR AND PROCURE ALL REQUIRED PERMITS PRIOR TO COMMENCING WORK.

2. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. CONTACT ALL UTILITY COMPANIES MINIMUM 48 HOURS PRIOR TO ANY WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, ETC. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF THESE UTILITIES.

3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN FORESEEN IN THE DESIGN. SUCH CONDITIONS SHALL BE BROUGHT UP TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY CHANGES DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

4. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER SUBCONTRACTORS ON THE JOBSITE AS REQUIRED TO COMPLETE CONSTRUCTION.

5. CONTRACTOR TO PROVIDE SAMPLES OF EACH SHRUB AND GROUNDCOVER SPECIES OR NURSERY SOURCE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ALL PLANTS ARE TO BE SPECIMEN QUALITY, FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE. SHRUBS SHALL BE FULL TO GROUND. PLANT MATERIAL OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME SOURCE.

6. CONTRACTOR SHALL VERIFY ALL PLANT COUNTS ON PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SYMBOLS ON PLAN TO BE PLANTED DURING CONSTRUCTION.

7. CRUSHED GRANITE TO BE COMPACTED CRUSHED GRANITE WITH STEEL EDGING AND FILTER FABRIC, TYP. MOUND OR SLOPE TO ENSURE NO POOLING OCCURS

8. ALL MATURE SHRUBS SHALL BE MAINTAINED IN A LIVE OR LIVING CONDITION TO A MAXIMUM HEIGHT OF 3'-6".

TABULATIONS

33 PARKING SPOTS

PARKING LOT/PAVED AREA SF = 15,333 SF
REQUIRED LANDSCAPE AREA(10%) = 1,533 SF
LANDSCAPE AREA PROVIDED SF = 5,456 or 36%
REQUIRED ISLAND AREA = .5 X 1,533 SF = 767 SF
ISLAND AREA PROVIDED = 798 SF
1 TREE IN ISLAND REQUIRED
1 TREE IN ISLAND PLANTED

FRIENDSWOOD LINK RD FRONTAGE = 73LF /25

3 TREES REQUIRED
3 TREES PROVIDED

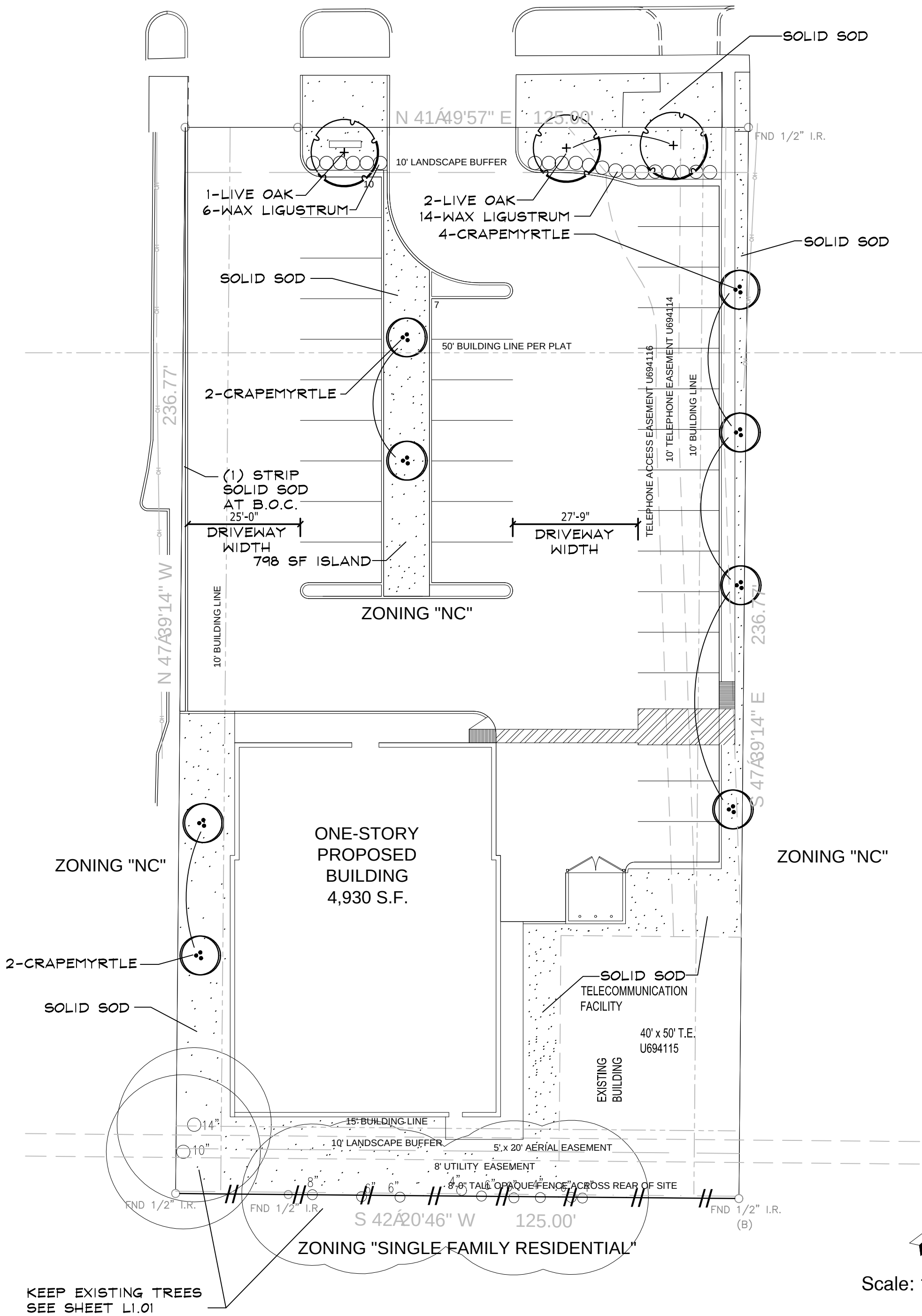
PERIMETER TREES = (1) TREE PER 40 FT
474 FT = 12 TREES REQUIRED

6 EXISTING TREES
7 TREES PLANTED
13 TREES PROVIDED

REAR BUFFER = (1) TREE PER 25 FT
125 FT = 5 TREES REQUIRED

5 EXISTING TREES
5 TREES PROVIDED

FRIENDSWOOD LINK ROAD



Date issued/revised

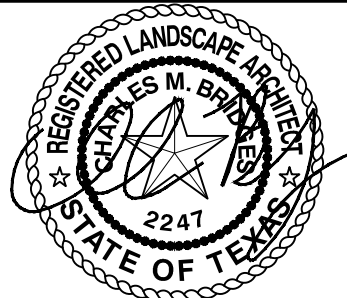
27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS
19 JULY 2018 CITY COMMENTS

CMB
LANDSCAPE
ARCHITECTURE

18135 FM 362
Navasota, TX 77868
832-428-1209

OSBORN & VANE ARCHITECTS Inc

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



7-19-18

FRIENDSWOOD LINK
**HEALTH & WELLNESS
CENTER**

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058

Drawn

Checked

LANDSCAPE PLAN

Sheet No. **L1.02**

Memo

To: Mayor and City Council

From: Joe Matranga, P&Z Chairman *JM (AH)*

Date: August 7, 2018

Re: Zone Classification Change Request – 4203 Friendswood Link Rd. to change from Neighborhood Commercial to Neighborhood Commercial/Specific Use Permit to allow NAICS #713940 Fitness and Recreational Sports Centers

At the meeting held August 6, 2018, the City of Friendswood Planning and Zoning Commission voted unanimously 6 to 0 (Commissioner Perry was absent) to approve the zone change request referenced above.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 4, 2018

Dept. Clearances: Patrick Donart

Prepared by: Rene' Ibarra

Originating Department: PW

Subject: Flood Insurance Rate Map (FIRM) – Second Reading of Ordinance T2018-23

Proceeding: Ordinances

City Attorney Review:

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In December 2017, City Council repealed the 2007 FIRM for Harris County. Soon after Harvey, Friendswood was advised by FEMA representatives that despite the adoption of TSARP (Tropical Storm Allison Recovery Project) flood maps in 2007, the official FIRMette for Friendswood is still based on the 1999 FIRMs. The conflict prevented these property owners from being permitted to rebuild their homes unless they elevated the structure 2-feet above the Base Flood Elevation. This created an undue hardship after a historic event.

Since this adoption, preliminary maps have been issued for Galveston County. The purpose of this proposed ordinance change is to adopt the most current engineering data for the special flood hazard areas in Friendswood. City staff has reviewed the 2018 Galveston County and 2017 Harris County FIRM and have noticed an omission of one area of the city captured in the 2007 FIRM. The proposed ordinance captures the entire city in the most current data. City Staff has advised residents, builders, and developers of the updated maps to allow them to utilize the current data.

Please note, the adoption of the most up-to-date maps will apply for new construction and building purposes only. Until FEMA approves the preliminary maps and records them in the Federal Registry, risk/insurance determinations will be based upon the 1999 effective maps currently in place. According to FEMA, they estimate at least a year before the preliminary maps, being considered for adoption by Friendswood, are adopted by FEMA.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Adoption allows for utilizing the most current engineering data for development in the Special Flood Hazard area in Friendswood.

RECOMMENDATIONS

Staff recommends approval for second reading of Ordinance T2018-23, and recognizing the 2018 (Galveston County), 2017 (majority of Harris County), and 2007 (remainder of Harris County) FIRMs.

ATTACHMENTS

[Ordinance](#)

[2018 – Galveston County Friendswood](#)

[2017 and 2007 – Harris County Friendswood](#)

(Title: An ordinance repealing Ordinance No. 2017-36 and amending Sec. 34-24 to include 2018/2017/2007 preliminary FEMA maps, which establish the areas of special flood hazard for the City of Friendswood.)

ORDINANCE NO. T2018-23

AN ORDINANCE REPEALING ORDINANCE NO. 2017-36 AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, BY DELETING FROM CHAPTER 34 THEREOF ALL OF SECTION 34-24 AND SUBSTITUTING THEREFOR A NEW SECTION 34-24; PROVIDING FOR ADOPTION OF “THE FLOOD INSURANCE STUDY FOR GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS,” DATED FEBRUARY 28, 2018, AND “THE FLOOD INSURANCE STUDY FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS,” DATED JANUARY 6, 2017, AND “THE FLOOD INSURANCE STUDY FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS,” DATED JUNE 18, 2007; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City of Friendswood is adopting the latest flood hazard mapping for Galveston County in 2018, majority portion of Harris County in 2017, and remaining portion of Harris County by the Federal Emergency Management Agency (“FEMA”) in 2007, based in part on the analysis of data collected during Tropical Storm Allison; and,

WHEREAS, the City understands the official FIRMette illustrates the effective maps for Friendswood are still based on the 1999 FIRMs; and

WHEREAS, the City of Friendswood recommends adopting the 2018 Preliminary FIRM for Galveston County, the 2017 FIRM for the majority of Friendswood in Harris County, and remaining portion of Friendswood in Harris County on the 2007 FIRM for determining flood zone designations; now, therefore,

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

Section 1. That Ordinance No. 2017-36 is repealed in its entirety.

Section 2. That Section 34-24 of the Code of Ordinances of the City of Friendswood, Texas, is amended to read as follows:

Section 34-24. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Galveston County, Texas and Incorporated Areas," dated February 28, 2018 with accompanying Flood Insurance Rate Map and Flood Boundary-Floodway Maps (FIRM and FBFM), "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated January 6, 2017, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated June 18, 2007, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto, are hereby adopted by reference and declared to be a part of this Ordinance.

Section 3. Any person who shall knowingly, willingly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED on first reading this the 6th day of August, 2018.

PASSED AND APPROVED on second and final reading this the 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

MAP REPOSITORIES

(Maps available for reference only, not for distribution.)

BAYOU VISTA,

CITY OF

City Hall
2929 State Highway 6
Bayou Vista, Texas 77563

CLEAR LAKE SHORES,

CITY OF

City Hall
1006 South Shore Drive
Clear Lake Shores, Texas 77565

DICKINSON, CITY OF

City Hall
4403 Highway 3
Dickinson, Texas 77539

FRIENDSWOOD, CITY OF

City Hall
910 South Friendswood Drive
Friendswood, Texas 77546

GALVESTON COUNTY,

(UNINCORPORATED AREAS)

Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550

GALVESTON, CITY OF

City Hall
823 Rosenberg Street
Room 401
Galveston, Texas 77553

HITCHCOCK, CITY OF

City Hall
7423 Highway 6
Hitchcock, Texas 77563

JAMAICA BEACH,

CITY OF

Municipal Court
16628 San Luis Pass Road
Jamaica Beach, Texas 77554

KEMAH, CITY OF

City Hall
1401 State Highway 146
Kemah, Texas 77565

LA MARQUE, CITY OF

City Hall
4916 Garrett Street
La Marque, Texas 77568

LEAGUE CITY, CITY OF

Building Department
500 West Walker Street
League City, Texas 77573

SANTA FE, CITY OF

City Hall
12002 State Highway 6
Santa Fe, Texas 77510

SEABROOK, CITY OF

City Hall
1700 First Street
Seabrook, Texas 77586

TEXAS CITY, CITY OF

Community Developing Department
928 5th Avenue North
Texas City, Texas 77590

TIKI ISLAND,

VILLAGE OF

City Hall
802 Tiki Drive
Tiki Island, Texas 77554

- NOTE -

Designated coastal barriers are located on panels 140, 143, 154, 160, 164, 165, 170, 180, 186, 295, 304, 308, 309, 310, 315, 316, 327, 331, 410, 435, 455, 501, 502, 503, 504, 511, and 512.

BASE MAP SOURCE

Base Map information shown on this FIRM was derived from Galveston Central Appraisal District, NOAA, National Geodetic Survey, Texas Natural Resources Information System, U.S. Fish and Wildlife Service and the U.S. Geological Survey and were provided in digital format using source material at a scale of 1:20,000 or better.



MAP INDEX

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY
TEXAS
AND INCORPORATED AREAS

(SEE LISTING OF COMMUNITIES TABLE)

MAP INDEX

PANELS PRINTED: 11, 12, 13, 14, 18, 19, 36, 37, 38, 39, 41, 42, 43, 44, 63, 64, 68, 70, 100, 125, 140, 143, 144, 145, 150, 154, 160, 163, 164, 165, 170, 180, 186, 201, 202, 205, 206, 207, 210, 215, 220, 228, 229, 230, 235, 240, 245, 255, 256, 257, 260, 265, 266, 267, 269, 288, 290, 295, 300, 304, 305, 308, 309, 310, 315, 316, 326, 327, 328, 331, 332, 375, 380, 385, 400, 401, 402, 403, 404, 410, 415, 416, 420, 430, 434, 435, 436, 437, 438, 439, 441, 442, 443, 455, 489, 490, 491, 492, 493, 494, 500, 501, 502, 503, 504, 506, 507, 508, 511, 512, 526, 575, 576, 577, 578

REVISED PRELIMINARY
FEBRUARY 28, 2018

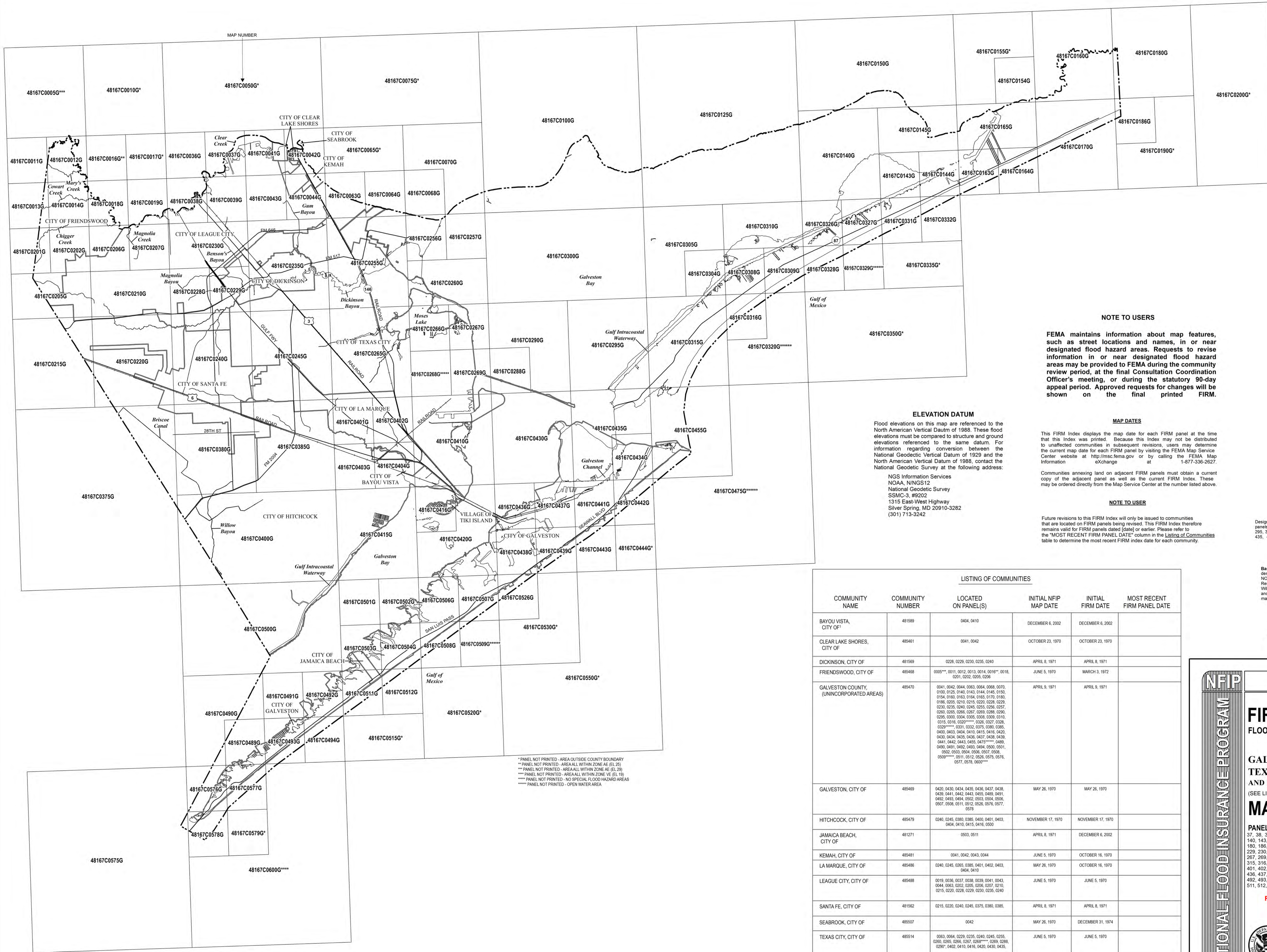


MAP NUMBER

48167CINDOA

EFFECTIVE DATE

Federal Emergency Management Agency



ELEVATION DATUM

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NINGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, MD 20910-3282
(301) 713-3242

MAP DATES

This FIRM Index displays the map date for each FIRM panel at the time that this Index was printed. Because this Index may not be distributed to unaffected communities in subsequent revisions, users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website at <http://msc.fema.gov> or by calling the FEMA Map Information eXchange at 1-877-336-2627.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Map Service Center at the number listed above.

NOTE TO USER

Future revisions to this FIRM Index will only be issued to communities that are located on FIRM panels being revised. This FIRM Index therefore remains valid for FIRM panels dated [date] or earlier. Please refer to the "MOST RECENT FIRM PANEL DATE" column in the Listing of Communities table to determine the most recent FIRM index date for each community.

LISTING OF COMMUNITIES

COMMUNITY NAME	COMMUNITY NUMBER	LOCATED ON PANEL(S)	INITIAL NFIP MAP DATE	INITIAL FIRM DATE	MOST RECENT FIRM PANEL DATE
BAYOU VISTA, CITY OF ¹	481589	0404, 0410	DECEMBER 6, 2002	DECEMBER 6, 2002	
CLEAR LAKE SHORES, CITY OF	485461	0041, 0042	OCTOBER 23, 1970	OCTOBER 23, 1970	
DICKINSON, CITY OF	481569	0226, 0229, 0230, 0235, 0240	APRIL 8, 1971	APRIL 8, 1971	
FRIENDSWOOD, CITY OF	485468	0005***, 0011, 0012, 0013, 0014, 0016*, 0018, 0201, 0202, 0205, 0206	JUNE 5, 1970	MARCH 3, 1972	
GALVESTON COUNTY, (UNINCORPORATED AREAS)	485470	0041, 0042, 0044, 0063, 0084, 0088, 0070, 0100, 0125, 0140, 0143, 0144, 0145, 0150, 0154, 0160, 0163, 0164, 0165, 0170, 0180, 0186, 0205, 0210, 0215, 0220, 0228, 0229, 0230, 0235, 0240, 0245, 0255, 0256, 0257, 0260, 0265, 0266, 0267, 0268, 0269, 0290, 0295, 0300, 0304, 0305, 0308, 0309, 0310, 0315, 0316, 0320****, 0326, 0327, 0328, 0329****, 0331, 0332, 0375, 0380, 0385, 0400, 0403, 0404, 0410, 0415, 0416, 0420, 0430, 0434, 0435, 0436, 0437, 0438, 0439, 0441, 0442, 0443, 0455, 0456****, 0460, 0460, 0491, 0492, 0493, 0494, 0500, 0501, 0502, 0503, 0504, 0506, 0507, 0508, 0509****, 0511, 0512, 0526, 0576, 0578, 0577, 0578, 0600****	APRIL 8, 1971	APRIL 9, 1971	
GALVESTON, CITY OF	485469	0420, 0430, 0434, 0435, 0436, 0437, 0438, 0439, 0441, 0442, 0443, 0455, 0469, 0491, 0492, 0493, 0494, 0502, 0503, 0504, 0506, 0507, 0508, 0511, 0512, 0526, 0576, 0577, 0578	MAY 26, 1970	MAY 26, 1970	
HITCHCOCK, CITY OF	485479	0240, 0245, 0380, 0385, 0400, 0401, 0403, 0404, 0410, 0415, 0416, 0500	NOVEMBER 17, 1970	NOVEMBER 17, 1970	
JAMAICA BEACH, CITY OF	481271	0503, 0511	APRIL 8, 1971	DECEMBER 6, 2002	
KEMAH, CITY OF	485481	0041, 0042, 0043, 0044	JUNE 5, 1970	OCTOBER 16, 1970	
LA MARQUE, CITY OF	485486	0240, 0245, 0265, 0385, 0401, 0402, 0403, 0404, 0410	MAY 26, 1970	OCTOBER 16, 1970	
LEAGUE CITY, CITY OF	485488	0019, 0036, 0037, 0038, 0039, 0041, 0043, 0044, 0063, 0202, 0205, 0206, 0207, 0210, 0215, 0220, 0228, 0229, 0230, 0235, 0240	JUNE 5, 1970	JUNE 5, 1970	
SANTA FE, CITY OF	481562	0215, 0220, 0240, 0245, 0375, 0380, 0385,	APRIL 8, 1971	APRIL 8, 1971	
SEABROOK, CITY OF	485507	0042	MAY 26, 1970	DECEMBER 31, 1974	
TEXAS CITY, CITY OF	485514	0063, 0064, 0229, 0235, 0240, 0245, 0255, 0260, 0265, 0266, 0267, 0268****, 0269, 0288, 0290*, 0402, 0410, 0415, 0420, 0430, 0435,	JUNE 5, 1970	JUNE 5, 1970	
TIKI ISLAND, VILLAGE OF	481585	0416, 0420	APRIL 8, 1971	APRIL 8, 1971	

¹ Dates for this community taken from the Unincorporated Areas of Galveston County

* PANEL NOT PRINTED - AREA OUTSIDE COUNTY BOUNDARY
** PANEL NOT PRINTED - AREA ALL WITHIN ZONE AE (EL 25)
*** PANEL NOT PRINTED - AREA ALL WITHIN ZONE AE (EL 29)
**** PANEL NOT PRINTED - AREA ALL WITHIN ZONE VE (EL 19)
***** PANEL NOT PRINTED - NO SPECIAL FLOOD HAZARD AREAS
***** PANEL NOT PRINTED - OPEN WATER AREA

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988. Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was STATE PLANE TEXAS SOUTH CENTRAL FIPS 4204. The **horizontal datum** was the North American Datum of 1983 (NAD 83), GRS1980 Spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSMVC-3, #8202
1315 East-West Highway
Silver Spring, Maryland, 20910-3282
(301) 713-3242

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LEGEND

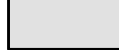
 SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
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 FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

 OTHER FLOOD AREAS

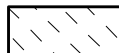
ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

 OTHER AREAS

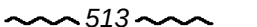
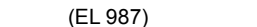
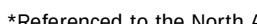
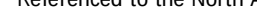
ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

 COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

 OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

-  Floodplain Boundary
-  Floodway Boundary
-  Zone D Boundary
-  CBRS and OPA boundary
-  Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
-  Limit of Moderate Wave Action
-  Base Flood Elevation line and value; elevation in feet* (EL 987)
-  Base Flood Elevation value where uniform within zone; elevation in feet*
-  Cross section line
-  Transect line
-  Culvert
-  Bridge
-  Footbridge
-  Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
-  1000-meter Universal Transverse Mercator grid ticks, zone 15
-  5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
-  Bench mark (see explanation in Notes to Users section of this FIRM panel)
-  River Mile

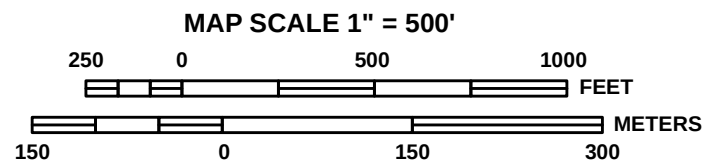
MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0011G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 11 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0011	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



MAP NUMBER
48167C0011G

EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

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Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <https://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSWC-3, #8202
1315 East-West Highway
Silver Spring, Maryland, 20910-3282
(301) 713-3242

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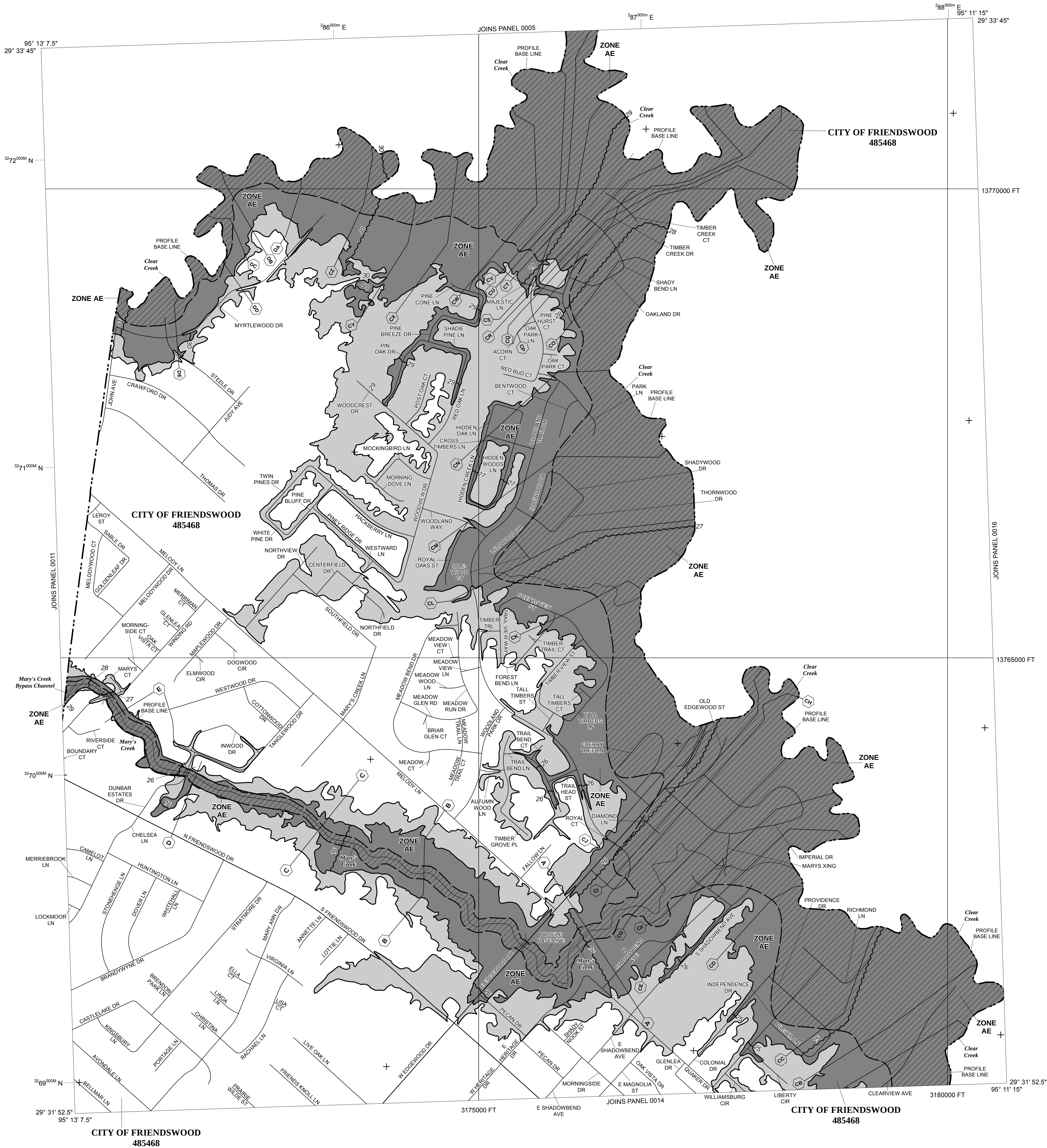
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LEGEND

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- FLOODWAY AREAS IN ZONE AE**
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- OTHER FLOOD AREAS**
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- Floodplain Boundary
 - Floodway Boundary
 - Zone D Boundary
 - CBRS and OPA boundary
 - Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
 - Limit of Moderate Wave Action

- 513 (EL 987) Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

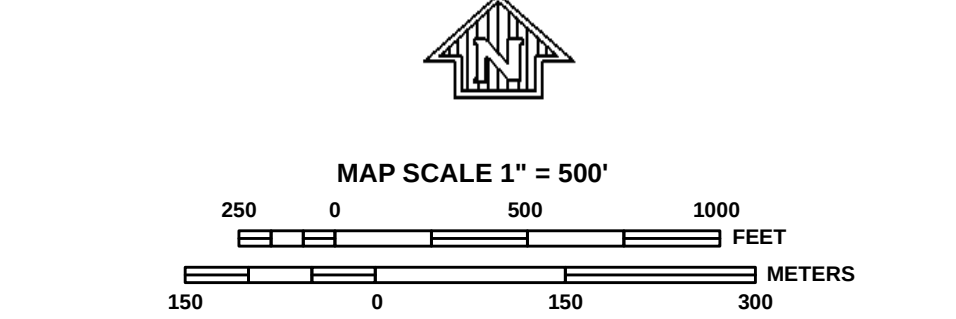
- Cross section line
- Transect line
- Culvert
- Bridge
- Footbridge

- 45° 02' 08", 93° 02' 12" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
- 4989000m N 1000-meter Universal Transverse Mercator grid ticks, zone 15
- 4989000FT 5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
- DX5510 x Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 River Mile

- MAP REPOSITORIES**
- Refer to Map Repositories list on Map Index
- EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP**
- EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL**

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0012G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 12 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0012	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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MAP NUMBER
48167C0012G
EFFECTIVE DATE

Federal Emergency Management Agency

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 OTHER FLOOD AREAS

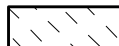
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 OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

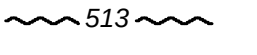
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 COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

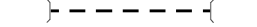
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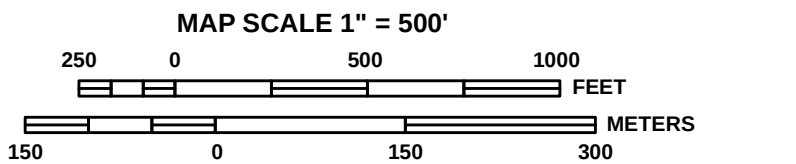
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Bench mark (see explanation in Notes to Users section of this FIRM panel)
River Mile

MAP REPOSITORIES
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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0013G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 13 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0013	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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EFFECTIVE DATE

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National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland, 20910-3282
(301) 713-3242

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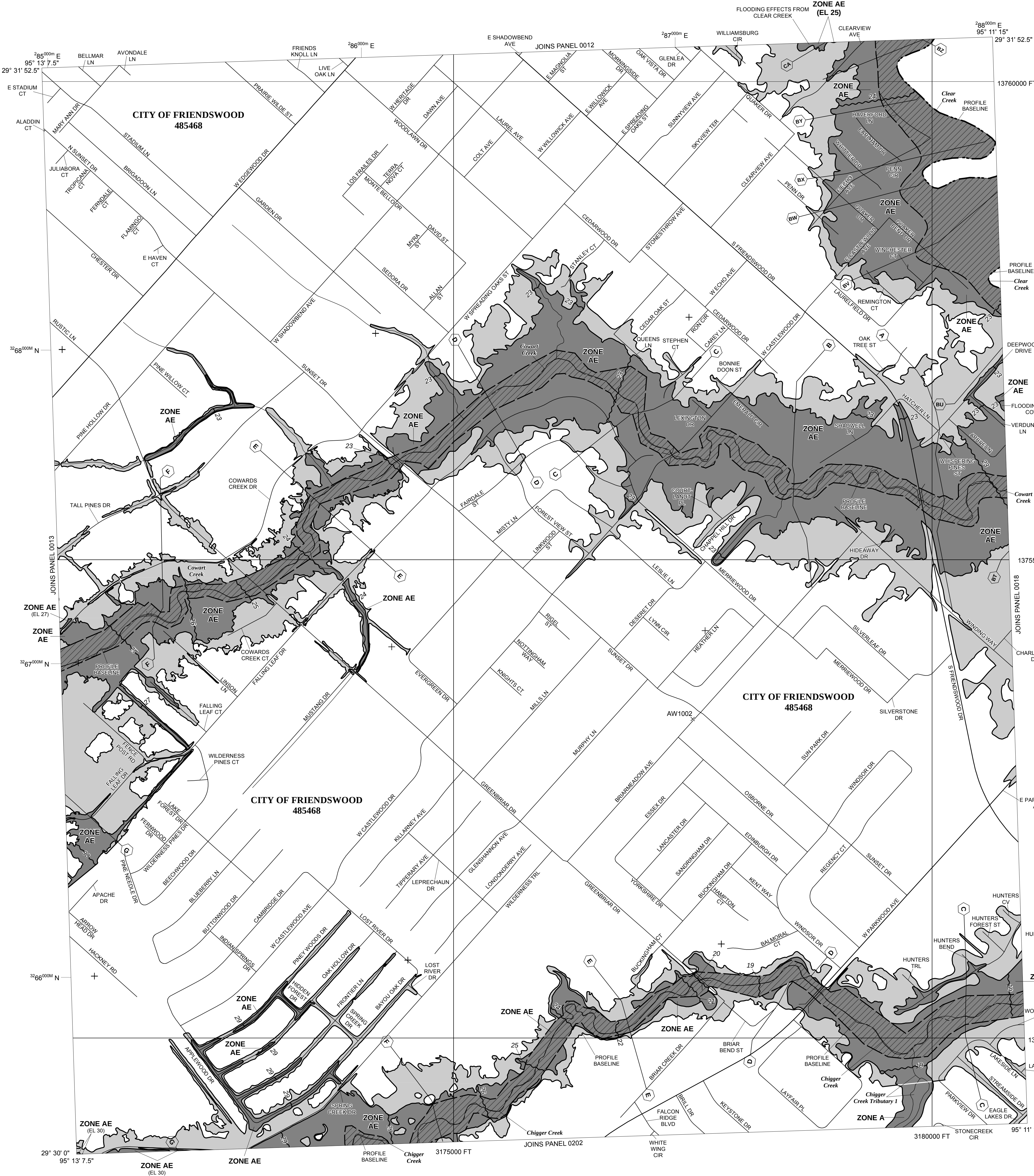
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LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
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- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
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- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Limit of Moderate Wave Action

Base Flood Elevation line and value; elevation in feet*
Base Flood Elevation value where uniform within zone; elevation in feet*
*Referenced to the North American Vertical Datum of 1988

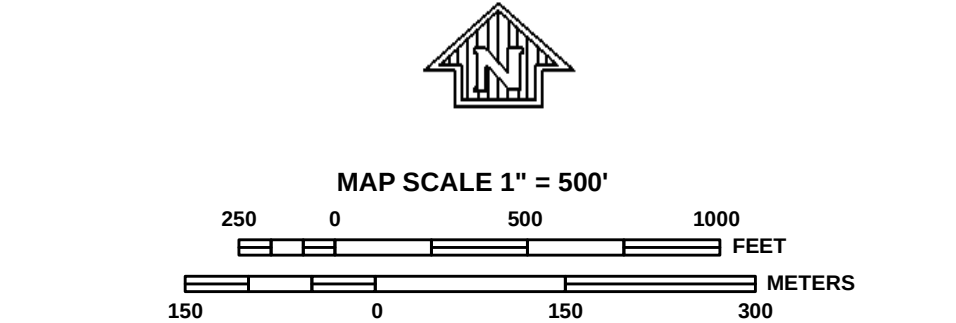
- Cross section line
- Transect line
- Culvert
- Bridge
- Footbridge

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
1000-meter Universal Transverse Mercator grid ticks, zone 15
5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
Bench mark (see explanation in Notes to Users section of this FIRM panel)
River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0014G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 14 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0014	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48167C0014G

EFFECTIVE DATE



Federal Emergency Management Agency

NOTES TO USERS

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 FLOODWAY AREAS IN ZONE AE

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 OTHER FLOOD AREAS

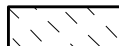
ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

 OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

 COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

 OTHERWISE PROTECTED AREAS (OPAs)

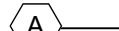
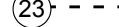
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

-  Floodplain Boundary
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-  Limit of Moderate Wave Action

 Base Flood Elevation line and value; elevation in feet*

 Base Flood Elevation value where uniform within zone; elevation in feet*

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-  Cross section line
-  Transect line
-  Culvert
-  Bridge
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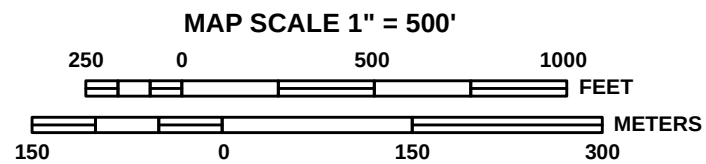
45° 02' 08", 93° 02' 12"
*89°00'00" N
4989000 FT
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Bench mark (see explanation in Notes to Users section of this FIRM panel)
River Mile

MAP REPOSITORIES
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EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0201G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 201 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
FRIENDSWOOD, CITY OF 485468 0201 G

REVISED PRELIMINARY
FEBRUARY 28, 2018

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



MAP NUMBER
48167C0201G
EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

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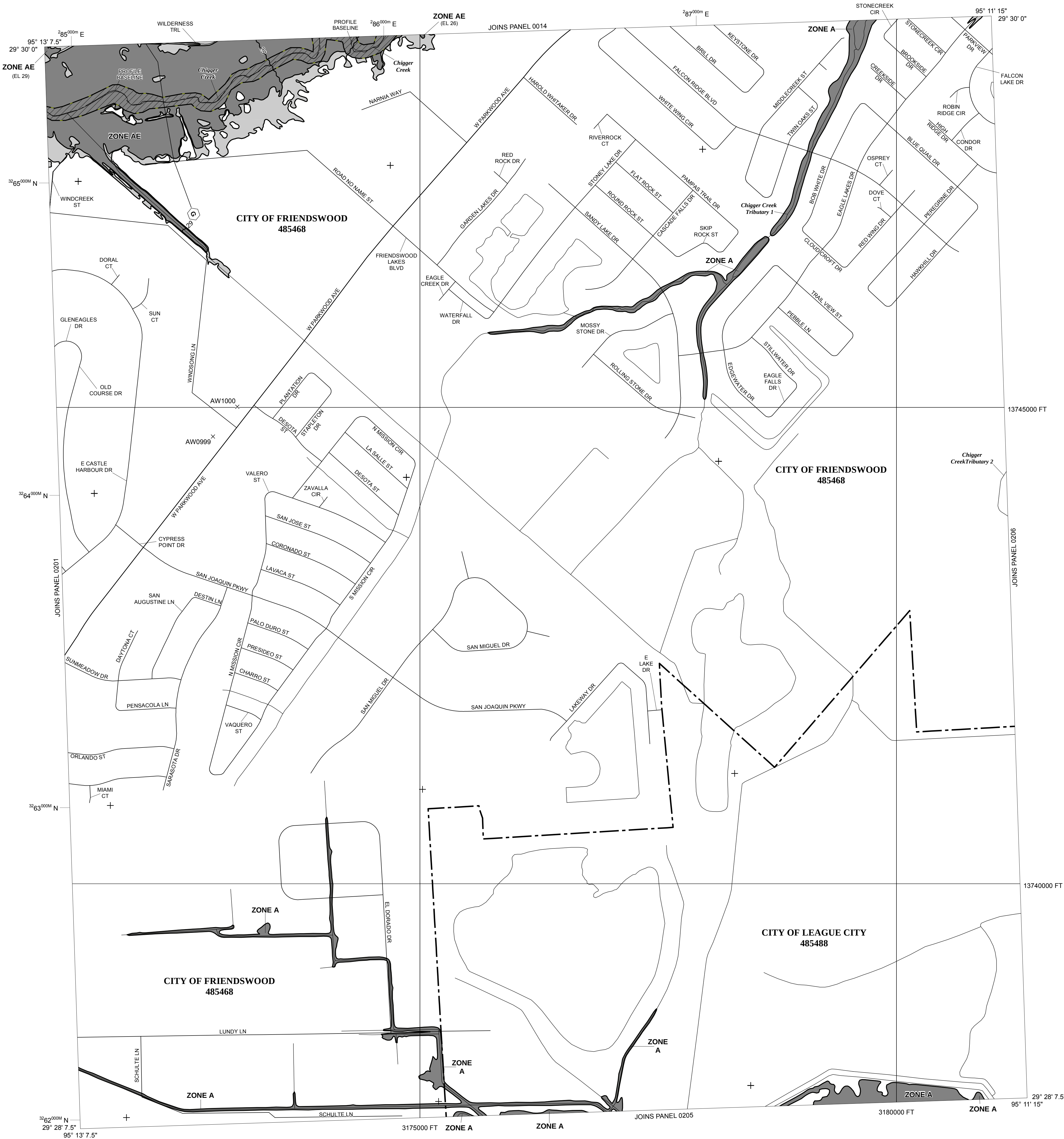
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LEGEND

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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

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Floodway Boundary
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513 (EL 987)
Base Flood Elevation line and value; elevation in feet*
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- - - - - Bridge
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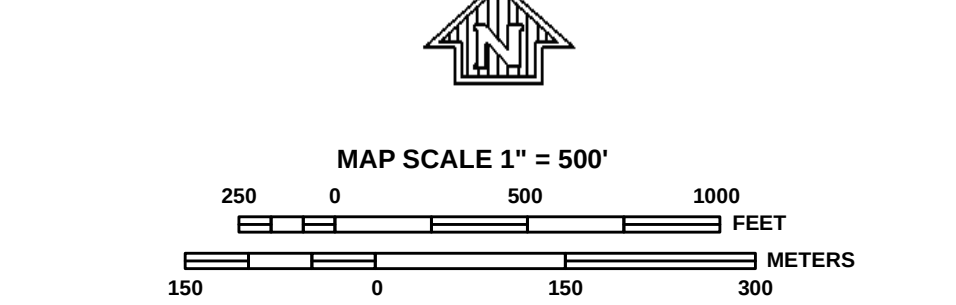
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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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NATIONAL FLOOD INSURANCE PROGRAM

FEDERAL EMERGENCY MANAGEMENT AGENCY

PANEL 0202G

FIRM

FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 0202 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0202	G
LEAGUE CITY, CITY OF	485488	0202	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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FEDERAL EMERGENCY MANAGEMENT AGENCY

MAP NUMBER
48167C0202G

EFFECTIVE DATE

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THIS AREA SHOWN AT A
SCALE OF 1" = 500'
ON MAP NUMBER 48167C0201

THIS AREA SHOWN AT A
SCALE OF 1" = 500'
ON MAP NUMBER 48167C0202

LEGEND

- SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**
- The 1% annual chance flood (100-year flood), also known as the "base flood," is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A** No Base Flood Elevations determined.
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- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
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- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE**
- The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**
- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS**
- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**

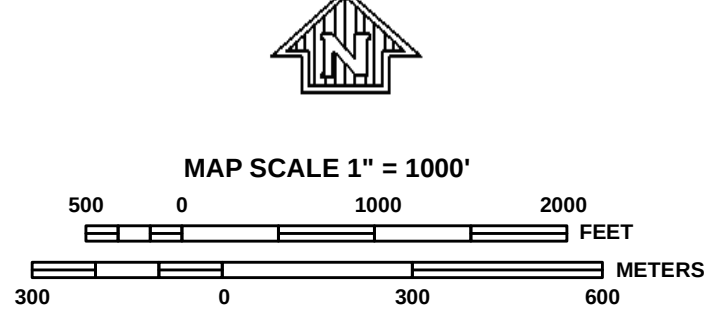
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Limit of Moderate Wave Action

- Base Flood Elevation line and value; elevation in feet* (EL 987)
- Base Flood Elevation value where uniform within zone; elevation in feet*

- *Referenced to the North American Vertical Datum of 1988
- Cross section line
- Transect line
- Culvert
- Bridge
- Footbridge

- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
- 1000-meter Universal Transverse Mercator grid ticks, zone 15
- 5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile

- MAP REPOSITORIES**
- Refer to Map Repositories list on Map Index
- EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP**
- EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL**
- For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.
- To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0205G

FIRM

FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 205 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0205	G
LEAGUE CITY, CITY OF	485488	0205	G
GALVESTON COUNTY	485470	0205	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48167C0205G

EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988. Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 'Flood Protection Measures' of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was STATE PLANE TEXAS SOUTH CENTRAL FIPS 4204. The **horizontal datum** was the North American Datum of 1983 (NAD 83), GRS1980 Spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <https://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSWC-3, #9202
1315 East-West Highway
Silver Spring, Maryland, 20910-3282
(301) 713-3242

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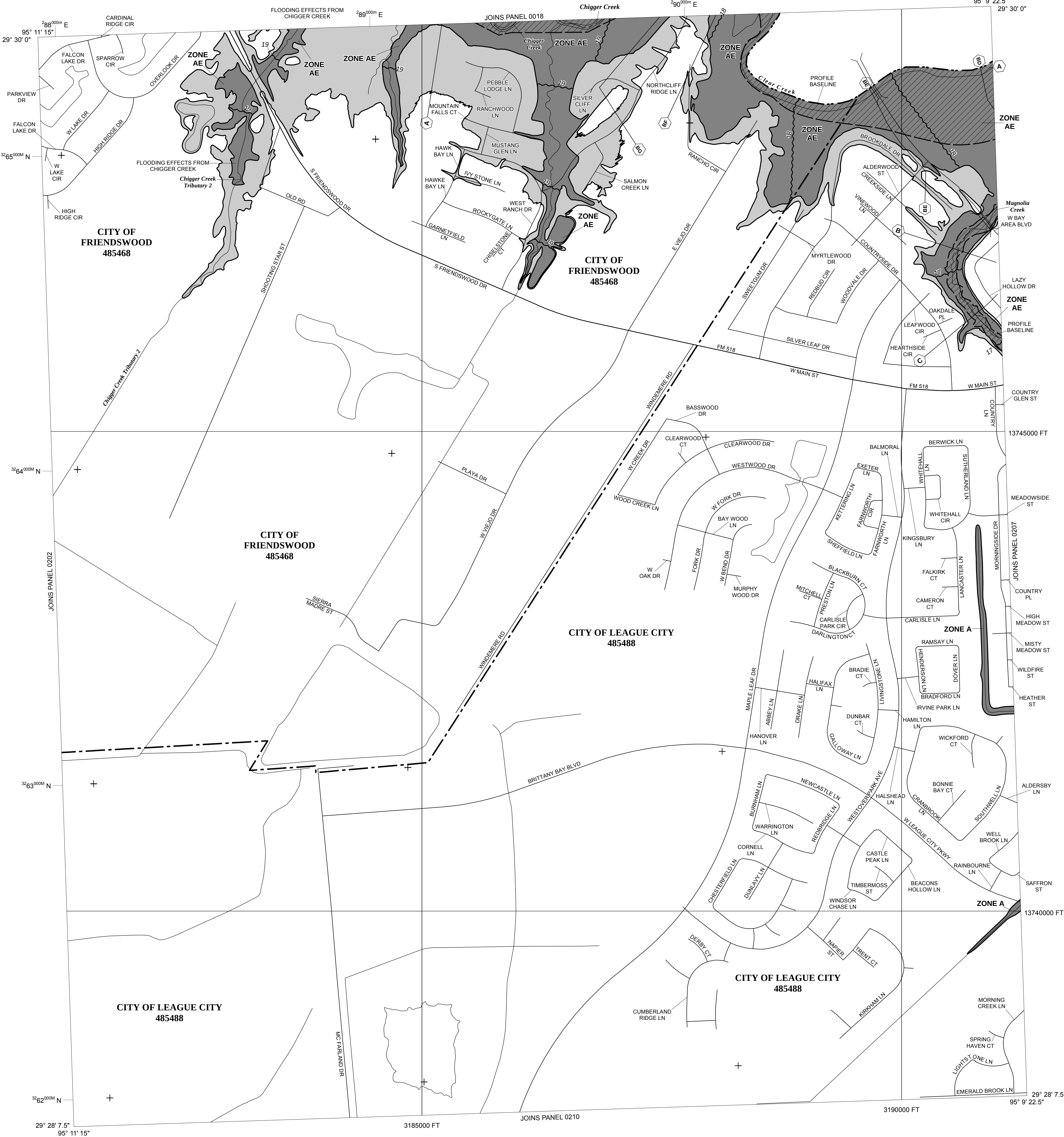
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LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

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- Floodway Boundary
- Zone D Boundary
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Base Flood Elevation line and value; elevation in feet*
Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

Cross section line

Transect line

Culvert

Bridge

Footbridge

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
1000-meter Universal Transverse Mercator grid ticks, zone 15
5000-foot grid values: Texas State Plane Coordinate System, (FIPS Zone 4204), Lambert Conformal Conic

Bench mark (see explanation in Notes to Users section of this FIRM panel)

River Mile

MAP REPOSITORIES

Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

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MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0206G

FIRM
FLOOD INSURANCE RATE MAP

GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 206 OF 600
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	NUMBER	PANEL	SUFFIX
FRIENDSWOOD, CITY OF	485468	0206	G
LEAGUE CITY, CITY OF	485488	0206	G

REVISED PRELIMINARY
FEBRUARY 28, 2018

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MAP NUMBER
48167C0206G

EFFECTIVE DATE



Federal Emergency Management Agency

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The **projection** used in the preparation of this map was Universal Transverse Mercator, Zone 15. The **horizontal datum** was NAD83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

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National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
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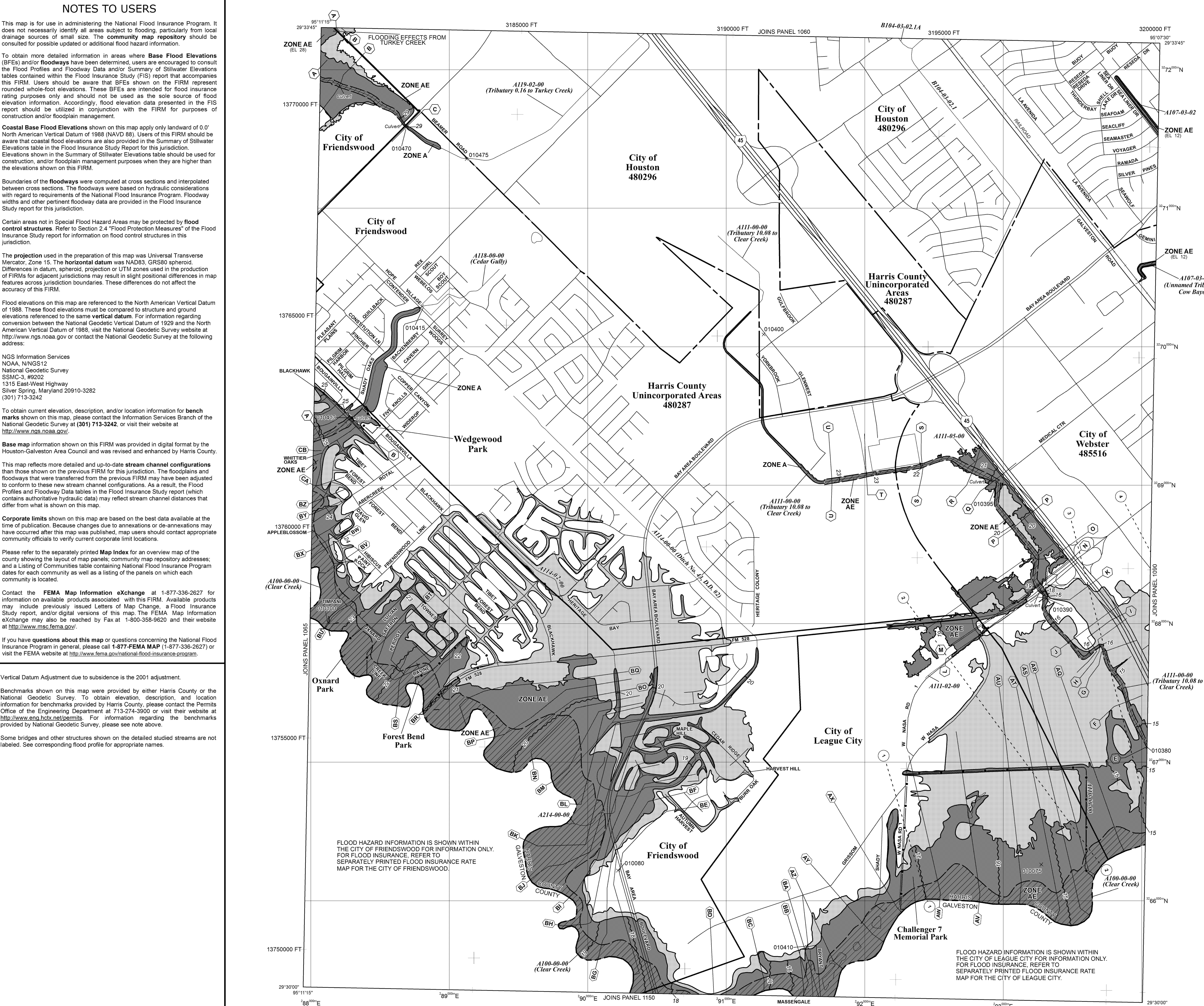
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Vertical Datum Adjustment due to subsidence is the 2001 adjustment.

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Some bridges and other structures shown on the detailed studied streams are not labeled. See corresponding flood profile for appropriate names.



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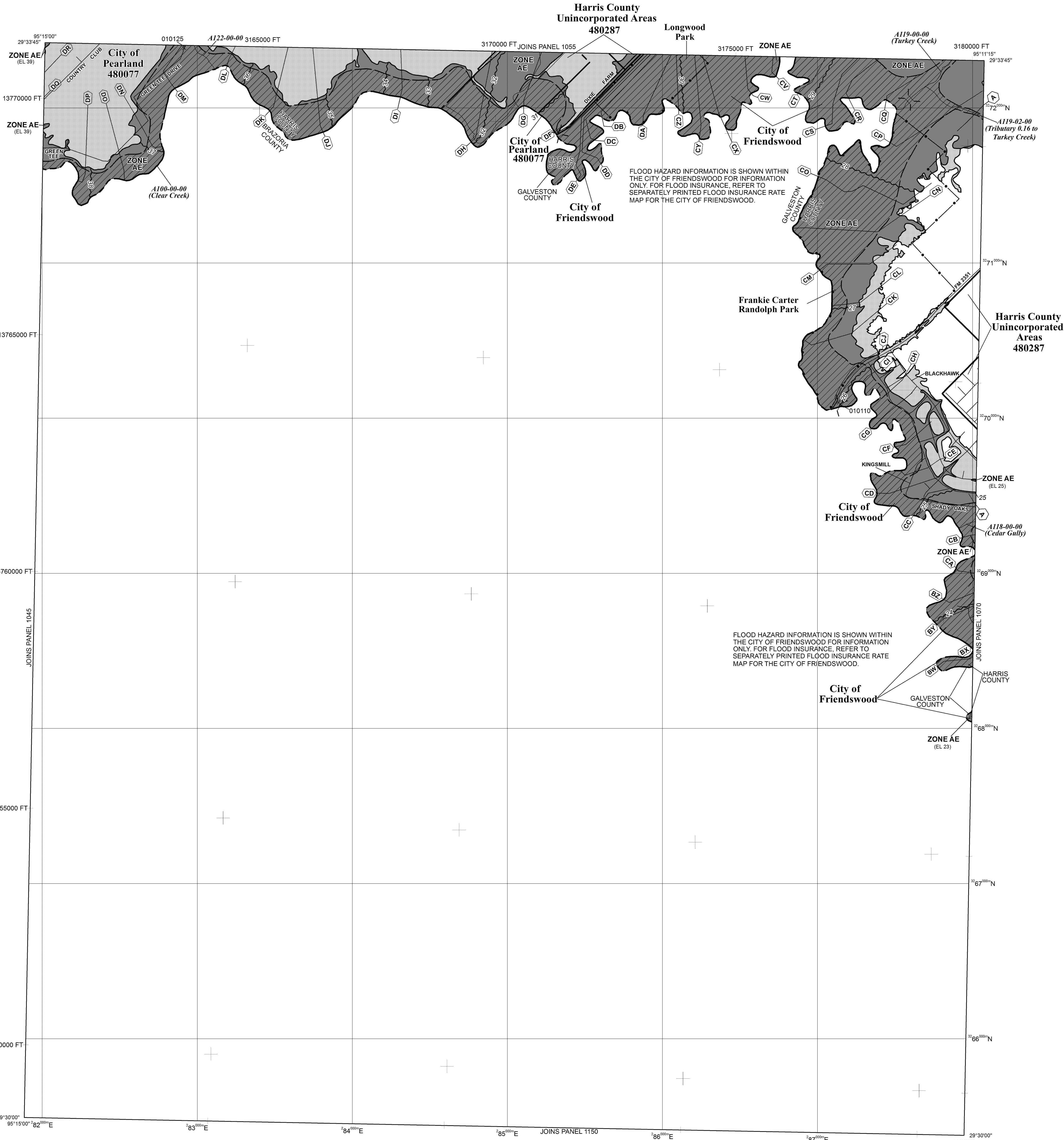
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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

- OTHER AREAS**
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- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet*
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- * Referenced to the North American Vertical Datum of 1988
- Cross section line
- Transect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 1000-meter Universal Transverse Mercator grid values, zone 15N

600000 FT

DX5510 x

M1.5

MAP REPOSITORY

Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

September 28, 1990

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

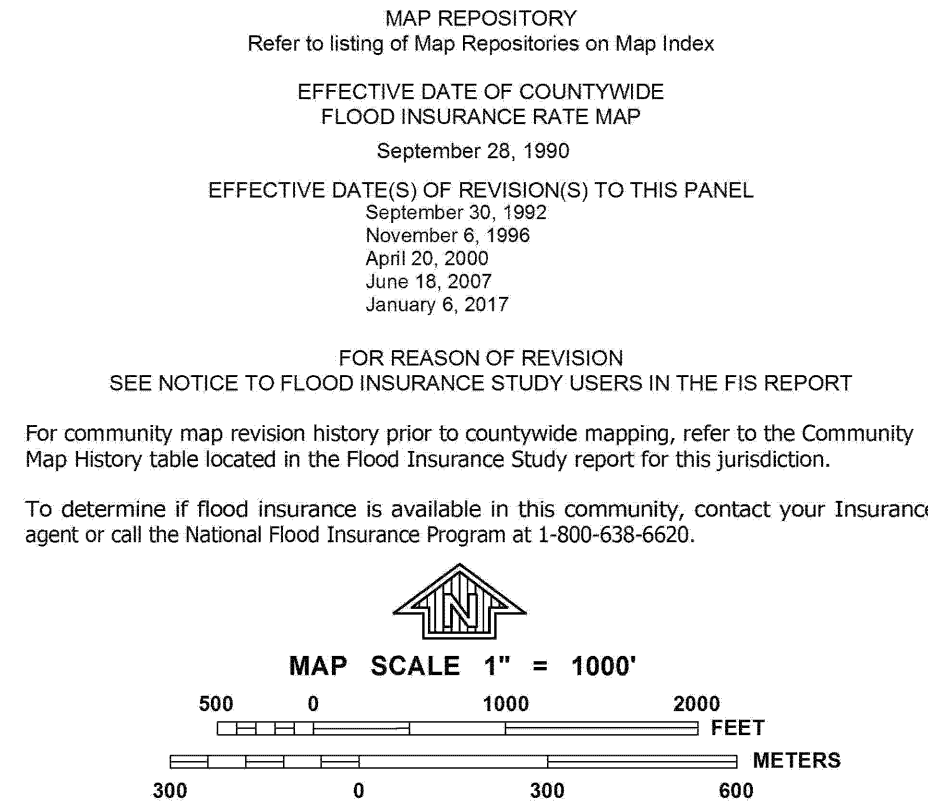
September 30, 1992
November 6, 1995
April 20, 2000
June 18, 2007
January 6, 2017

FOR REASON OF REVISION

SEE NOTICE TO FLOOD INSURANCE STUDY USERS IN THE FIS REPORT

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1065M

FIRM

FLOOD INSURANCE RATE MAP

HARRIS COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 1065 OF 1150 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HARRIS COUNTY	480287	1065	M
PEARLAND, CITY OF	480077	1065	M

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER

48201C1065M

MAP REVISED

JANUARY 6, 2017

Federal Emergency Management Agency



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: 09/10/18

Date Submitted: 08/31/18

Dept. Clearances: KRH

Prepared by: Aubrey Harbin, James Toney, Patrick Donart and Katina Hampton

Subject: Amendment to Appendix D – Building Permit Fees, Subdivision Fees, Zoning Fees, Parks and Recreation Facility Rental Fees and Fire Hydrant Meter Deposit Fees

Originating Department: Community Development, Parks and Recreation and Public Works

City Attorney Review: Yes

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In previous work sessions this year, Staff discussed with Council the fee adjustments for building permits and subdivision and zoning fees proposed by the Community Development department and facility rental fees proposed by the Parks and Recreation department. Justification for the proposed fees adjustments was presented.

In addition, Public Works is proposing an adjustment of the fire hydrant meter deposit to cover replacement cost of damaged or lost meters.

This is the 1st of 2 readings required to adopt an ordinance amending Appendix D Schedule of Fee of the City Code of Ordinances.

The proposed fee adjustments to be considered are:

- Zoning administration fees
- Building permit fees
- Network nodes permit fees
- Utilities fees
- Subdivision fees
- Zoning fees
- Parks and Recreation facility rental fees

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Not adopting the proposed fees adjustments results in the City's cost of providing services outpacing the fees collected for services rendered.

RECOMMENDATIONS

Staff recommends Council consideration and approval of the proposed fee adjustments.

ATTACHMENTS

[Ordinance – Proposed Fees Adjustment Appendix D](#)
[Exhibit A – Appendix D final version](#)
[Proposed Fees Update Summary](#)
[Red-lined version of Appendix D](#)

(Title: An Ordinance amending Appendix D, the Schedule of Fees for the City as referenced in various sections of the Code of Ordinances of the City of Friendswood.)

ORDINANCE NO. T2018-25

AN ORDINANCE AMENDING APPENDIX D OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS BY PROVIDING FOR THE ADDITION OR ADJUSTMENT OF ADMINISTRATION FEES, BUILDINGS AND BUILDING REGULATIONS FEES, UTILITY SERVICE FEES AND PARKS AND RECREATION FACILITY RENTALS, NETWORK NODES, SUBDIVISIONS AND ZONING.

* * * * *

WHEREAS, Appendix D of the Code of Ordinances of the City of Friendswood, Texas establishes certain administration fees, buildings and building regulations fees, service fees for utility services, parks and recreation facility rentals, network nodes, subdivisions and zoning fees provided by the City.

WHEREAS, in order to recover a portion of the cost of providing services associated with City administration, buildings and building regulations, utilities and parks and recreation facility rentals, network nodes, subdivisions and zoning fees and in keeping pace with standards adopted by neighboring municipalities, the City Council deems it necessary to revise the City's fee schedule as set forth in this ordinance.

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

Section 1. City of Friendswood, Texas, Ordinance No. 88-21, as amended, originally adopted the 20th day of March, 1989, and amended in Ordinance No. 2018-01 adopted the 3rd day of March, 2018, the same being **Appendix D** of the Friendswood City Code, and also being the fee schedule ordinance of the City, is hereby amended pursuant to **Exhibit A** attached hereto and made a part hereof for all purposes.

Section 2. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 10th day of September, 2018.

PASSED, APPROVED, AND ADOPTED on second and final reading this 1st day of October, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

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
Administration				
	(1)	Zoning board of adjustment applications	\$100.00	2-40
Animals				
(a)	License and Registration Fees:			
	(1)	Neutered or spayed animals	\$5.00	10-13
	(2)	Animal not neutered or spayed	\$10.00	
	(3)	Dangerous animal registration	\$50.00	
	(4)	Replacement tag	\$3.00	
(b)	Permit Fees:			
	(1)	Kennel, less than ten dogs or cats	\$10.00	
	(2)	Kennel, ten to 25 dogs or cats	\$15.00	
	(3)	Kennel, more than 25 dogs or cats	\$25.00	
	(4)	Pet shop/store	\$25.00	
	(5)	Riding stable	\$25.00	
	(6)	Auction place/facility	\$25.00	
	(7)	Performing animal exhibition	\$25.00	
	(8)	Zoological park	\$25.00	
	(9)	Circus	\$25.00	
	(10)	Grooming shop	\$25.00	
(c)	Animal Handling and Shelter Fees:			
	(1)	Pick-up	\$15.00	
	(2)	Boarding (per day)	\$7.50	
	(3)	Owner disposal	\$20.00	
	(4)	Owner turn-in	\$25.00	
	(5)	Adoption, cats	\$85.00	
	(6)	Adoption, dogs	\$100.00	
Buildings and Building Regulations				
	(1)	Building Permit Fees (Electrical):		14-162
	a.	Permit issuance fee	30.00	
	b.	Meter loop, service and four outlets	\$10.00	

	c.	Outlets	\$0.35	
	d.	Lighting fixtures	\$0.35	
	e.	Range receptacle	\$1.00	
	f.	Clothes dryer	\$1.00	
	g.	Water heater	\$1.00	
	h.	Cooking tops	\$1.00	
	i.	Ovens	\$1.00	
	j.	Garbage disposals	\$1.00	
	k.	Dishwashers	\$1.00	
	l.	Electric heaters	\$5.00	
	m.	Window air conditioning receptacle	\$4.50	
	n.	Temporary saw pole	\$10.00	
	o.	Temporary cut in	\$15.00	
	p.	Reconnect	\$20.00	
	q.	Motors:		
		Up to but not including ½ hp	\$0.50	
		½ hp and less than 2 hp	\$2.00	
		2 hp and less than 10 hp	\$3.00	
		10 hp and less than 25 hp	\$4.00	
		25 hp and less than 100 hp	\$8.00	
		100 hp and over	\$0.08/hp	
	r.	X-ray machines	\$2.00	
	s.	Signs: Shop inspection, per kva	\$2.00	
	t.	Incandescent and vacuum tube signs, per kva	\$2.00	
	u.	Festoon lighting and streamers, per circuit	\$0.50	
	v.	Swimming pools	\$15.00	
	w.	Re-inspection fee	\$35.00	
	x.	Electric furnace	\$5.00	
(2)	Building Permit Fees (Plumbing):			14-252
	a.	Permit issuance fee	\$30.00	
	b.	Each fixture, floor drain or trap (including all piping)	\$2.50	
	c.	Water connection/water meter installation	\$5.00	
	d.	Sewer connection	\$5.00	
	e.	Replacement or repair of sewer	\$5.00	
	f.	Cesspool	\$5.00	

		g.	Septic tank and seepage pit or drainfield	\$10.00	
		h.	Water heater and/or vent	\$2.50	
		i.	Installation, alteration or repair of water piping and/or water treating equipment	\$5.00	
		j.	Repair or alteration of drainage or vent piping	\$5.00	
		k.	Vacuum breakers or backflow protective devices (1 to 5)	\$2.50	
		l.	Vacuum breakers or backflow protective devices (over 5, each)	\$1.50	
		m.	Grease Trap	10.00	
		n.	Annual Gas Test	20.00	
		o.	Re-inspection fee	\$35.00	
	(3)	Building Permit Fees (Mechanical):			14-275
		a.	Permit issuance fee	\$30.00	
		b.	New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:		
		1.	For first \$1,000.00 of valuation	\$10.00	
		2.	Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
		c.	Repairs, alterations and additions to existing system	\$5.00	
			Plus, for each \$1,000.00 or fraction thereof	\$2.00	
		d.	Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)	\$5.00	
		e.	Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)	\$10.00	
		f.	Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)	\$15.00	
		g.	Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)	\$25.00	
		h.	Boilers over 3,300,000 Btu (98 BHp)	\$35.00	
		i.	Temporary operation inspection fee	\$5.00	
		j.	Re-inspection fee	\$35.00	
	(4)	Building Permit Fees (Gas):			14-299
		a.	Permit issuance fee	\$30.00	
		b.	Gas piping:		
		1.	1 to 4 outlets	\$5.00	
		2.	Over 4 outlets, each	\$1.00	
		c.	Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit	\$5.00	
			Each additional unit	\$1.00	
		d.	Vented wall furnace or water heater	\$2.50	
			Each additional unit	\$1.00	
		e.	Re-inspection fee	\$35.00	

	(5)	Building permit fees (includes permits for permanent signs, generators, swimming pools, irrigation, etc.):		
	a.	Permit issuance fee	10.00	
	b.	For total valuation of \$1,000.00 and less	\$15.00	
	c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$15.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00	
	d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00	
	e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00	
	f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00	
		Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
	g.	Moving of any building or structure (0 cubic feet and above)	\$100.00	
	h.	Demolition of buildings or structures	\$50.00	
	i.	Work started without a permit shall be double permit fee.		
	j.	Plan checking fees shall be one-half of building permit fee.		
		Plan check fees are nonrefundable		
	k.	Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only.		
	(6)	Construction Board of Adjustment Application		
	(7)	After hours inspection (one-time fee for scheduled after hours inspection)	\$100.00	
	(8)	Portable/temporary sign permit fee	\$10.00	
Businesses				
	(1)	Animal establishment permit fees:		10-198
	a.	For each kennel authorized to house less than ten dogs or cats	\$10.00	
	b.	For each kennel authorized to house ten to 25 dogs or cats	\$15.00	
	c.	For each kennel authorized to house over 25 dogs or cats	\$25.00	
	d.	For each pet shop	\$25.00	
	e.	For each riding stable	\$25.00	
	f.	For each auction	\$25.00	
	g.	For each zoological park	\$25.00	
	h.	For each circus	\$25.00	

		i.	For each performing animal exhibition	\$25.00		
		j.	For each grooming shop	\$25.00		
	(2)	Peddlers, solicitors, canvassers and itinerant vendors:				
		a.	Registration fee	\$5.00	18-48(b)	
		b.	Replacement of registration certificate	\$2.00	18-48(b)	
		c.	Identification cards, per card	\$3.00	18-54(c)	
Environment						
	(1)	Charge for nuisance abatement proceedings			\$75.00	26-128
	(2)	Filing of lien			\$50.00	26-128
	(3)	Application fee for well-drilling permit			\$500.00	26-255(a)
	(4)	Processing fee for well-drilling permit application			\$100.00	26-256(c)
	(5)	Annual inspection fee for oil and gas wells			\$35.00	26-289(m)
Law Enforcement						
	(1)	Municipal court building security fee (fee against all defendants convicted of a misdemeanor offense by the municipal court)			\$3.00	42-1
	(2)	Municipal court technology fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court)			\$4.00	42-2
Manufactured Homes and Trailers						
	(1)	Annual mobile home parking permit			\$0.00	50-127(d)
	(2)	Semiannual mobile home parking permit			\$0.00	50-127(d)
	(3)	Refund of parking permits:				50-127(f)
		a.	For less than one month:			
		1.	Annual permits			\$0.00
		2.	Semiannual permits			\$0.00
		b.	For mobile homes in the city more than one month but less than six months (annual permit only)			\$0.00
	(4)	Service charge for transfer or assignment of mobile home parking permit			\$0.00	50-127(g)
	(5)	Service charge for replacement of lost, etc., mobile home parking permit			\$0.00	50-127(h)
	(6)	Temporary mobile home parking permit			\$0.00	50-128
	(7)	Mobile home park license application investigation fee			\$0.00	50-156
	(8)	Annual license fee for mobile home parks (including license renewal):				

		Mobile home stands: one or more		
Parks and Recreation Facilities				
	(1)	Leavesley Park Jones Hangar:		
		a. Deposit (100 percent refundable)	\$500.00	
		b. Janitorial fee	\$250.00	
		c. Resident Nonprofit group rental fee	\$25.00 per hour	
		d. Resident rental fee	\$60.00 per hour	
		e. Nonresident rental fee	\$80.00 per hour	
		f. Nonresident Nonprofit group rental fee	\$60.00 per hour	
	(2)	Stevenson Park Gazebo:		
		a. Cleanup and security deposit (refundable)	\$200.00	
		b. Resident rental fee	\$50.00	
		c. Nonresident rental fee	\$75.00	
		d. Resident Nonprofit group rental fee	\$0.00	
		e. Nonresident Nonprofit group rental fee	\$50.00	
	(3)	Stevenson Park Large or Small Pavilion:		
		a. Cleanup and security deposit (refundable)	\$200.00	
		b. Resident rental fee	\$75.00	
		c. Nonresident rental fee	\$175.00	
		d. Resident Nonprofit group rental fee	\$0.00	
		e. Nonresident Nonprofit group rental fee	\$75.00	
	(4)	Stevenson Park Green Space:		
		a. Deposit (refundable)	\$0.00	
		b. Resident rental fee	\$25.00	
		c. Nonresident rental fee	\$25.00	
	(5)	Stevenson Park Basketball Court:		
		a. Deposit (refundable)	\$100.00	
		b. Resident rental fee	\$25.00 per hour	
		c. Nonresident rental fee	\$30.00 per hour	
	(6)	Stevenson Park Sand Volleyball Court or Tennis Courts		
		a. Deposit (refundable)	\$100.00	
		b. Resident rental fee	\$10.00 per hour	
		c. Nonresident rental fee	\$15.00 per hour	
	(7)	Stevenson Park Pool Exclusive Rental		
		a. Lifeguard Fee (per guard per hour)	\$10.00	

		b.	Resident rental fee	\$40.00 per hour	
		c.	Nonresident rental fee	\$50.00 per hour	
	(8)	Stevenson Park Pool Wooden Deck Only			
		a.	Guest fee	\$2.00 per person	
		b.	Resident rental fee	\$10.00 per hour	
		c.	Nonresident rental fee	\$20.00 per hour	
	(9)	Stevenson Park Pool:			
		a.	Resident fees:		
		i.	Family pass	\$80.00	
		ii.	20 visit pass	\$30.00	
		iii.	Daily visit (all ages)	\$2.00	
		iv.	Seniors (60+)	\$0.00	
		b.	Nonresident fee:		
		i.	Family pass	\$110.00	
		ii.	20 visit pass	\$60.00	
		iii.	Daily visit (all ages)	\$4.00	
		iv.	Seniors (60+)	\$4.00	
	(10)	Old City Park:			
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$75.00	
		c.	Nonresident rental fee	\$175.00	
		d.	Resident Nonprofit group rental fee	\$0.00	
		e.	Nonresident Nonprofit group rental fee	\$75.00	
	(11)	Renwick Park:			
		a.	Daily rates (Monday—Friday)	\$25.00	
		b.	Evening rates (Monday—Friday)	\$50.00	
		c.	Weekend rates (Saturday—Sunday)	\$100.00	
	(12)	Activity Building:			
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$100.00	
		c.	Nonresident rental fee	\$200.00	
	(13)	Centennial Park Pavilion:			
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$75.00	

	c.	Nonresident rental fee	\$175.00	
	d.	Resident Nonprofit group rental fee	\$0.00	
	e.	Nonresident Nonprofit group rental fee	\$75.00	
(14)	Centennial Park Evelyn B. Newman Amphitheater:			
	a.	Cleanup and security deposit (refundable)	\$500.00	
	b.	Resident rental fee	\$250.00	
	c.	Nonresident rental fee	\$350.00	
	d.	Resident Nonprofit group rental fee	\$25.00 per hour	
	e.	Nonresident Nonprofit group rental fee	\$250.00	
(15)	Centennial Park Basketball Court:			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee	\$25.00 per hour	
	c.	Nonresident rental fee	\$30.00 per hour	
The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager.				
The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.				
Solid Waste				
(1)		Residential services to include collection of residential refuse, recyclables and green waste: No limit volume per week per residence, including residential refuse, residential curbside recycling and green waste recycling	\$14.63/month	66-21

(2)	Commercial rate schedule:				
	a.	Lifts per week:			

Container Size	1	2	3	4	5	6	Extra Lifts
2 cu. yds.	\$86.05	\$101.70	\$171.95	\$240.57	\$315.56	\$397.36	\$16.15
3 cu. yds.	\$98.80	\$129.69	\$240.10	\$335.89	\$440.58	\$554.80	\$24.22
4 cu. yds.	\$99.19	\$130.46	\$241.26	\$337.43	\$442.52	\$557.10	\$32.28
6 cu. yds.	\$112.28	\$202.44	\$293.60	\$386.34	\$489.32	\$587.08	\$48.42
8 cu. yds.	\$198.33	\$305.82	\$391.51	\$521.90	\$666.85	\$801.18	\$64.55

	b.	Containers with casters, per month: \$ 5.79.		
	c.	Containers with locks or gates, per month: \$8.69.		
	d.	Commercial recycling:		
	1.	\$81.09 per month, six cubic yards.		
	2.	\$98.46 per month, eight cubic yards.		
(3)	Roll off rate schedule:			

Size	Rental per Day	Delivery Fee	Haul Rate
20 cubic yards*	\$5.37	\$59.07	\$296.42
30 cubic yards*	\$5.37	\$59.07	\$356.57
40 cubic yards*	\$5.37	\$59.09	\$424.23
25 cubic yards	\$5.37	\$59.07	\$328.64
35 cubic yards	\$5.37	\$59.07	\$392.01
40 cubic yards	\$5.37	\$59.07	\$424.23

*Open tops only

(4)	Residential curbside and recycling collection, per month: \$14.63
(5)	Light commercial collection (1 x week), per month: \$35.16
(6)	Light commercial collection (2 x week), per month: \$52.74
*Commercial rates do not include 8% franchise fee or sales tax.	

Description	Amount	Code Section
Streets, Sidewalks and Other Public Places		
(1) Application fee for applicant seeking vacation of any right-of-way	\$300.00	70-25
(2) Excavation permit fee	\$2.00	70-145
Telecommunications		
(1) Monthly charge (per access line)	\$0.94	78-23
(2) Monthly fee (per subscriber/customer)	\$0.94	78-23

Network Nodes			
(1)	Application Fees		LGC Ch 284
	a.	Network Nodes (up to 5 nodes)	\$500.00
	b.	Each additional network node	\$250.00
	c.	Node support poles	\$1,000.00
(2)	Monthly Fees		LGC Ch. 284
	a.	Transport Facilities (per network node)	\$28.00
(3)	Annual Fees		LGC Ch. 284
	a.	Per network node	\$250.00
	b.	Collocation of network nodes on City Service Poles	\$20.00
Utilities			
(1)	Security deposits for water, sewer and/or garbage collection service:		86-1
	a.	Structures with one to five units, per unit (residential owner initiated)	\$100.00
	b.	Structures with six or more units, first five units	\$400.00
		Plus, for each unit in excess of five	\$50.00
	c.	Builders, realtors or other temporary multi-property customers may post a blanket standing deposit of \$500.00 for up to ten accounts. If more than ten accounts are activated, the city may require additional deposits.	
	d.	Hydrant meter use (as security for loan of hydrant meter), refundable if meter is returned in the same working conditions	\$1,200.00
	e.	Structures with one to five units, per unit (tenant initiated)	\$200.00
	f.	Structures with one to five units, per unit (commercial customer)	\$250.00
(2)	Returned check charge		\$35.00 86-2(1)
(3)	Disconnection/reconnection of water and/or sewer services		\$50.00 86-2(2)
	a.	After-hours reconnection (customer requested reconnect)	\$75.00
(4)	Unauthorized connection or tampering fee (plus costs of repair, etc.)		\$100.00 86-2(4)
(5)	City-wide impact fees:		86-288
	a.	Residential:	
		Established by city resolution	R2013-35
	b.	Commercial CIP:	
		Established by city resolution	R2013-35
(6)	Same day service connection (one-time fee per customer request)		\$75.00

Monthly Minimum Charge—Commercial, Multi-Unit* (Residential or Commercial), Irrigation/Sprinkler							
Meter Size	October 1, 2014	October 1, 2015	May 30, 2016	October 1, 2016	October 1, 2017	October 1, 2018	October 1, 2019
¾"	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
1"	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70
1½"	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90
2"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
3"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
4"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
6"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
*Multi-unit charged per unit							

Volumetric Rates—Commercial, Multi-Unit* (Residential or Commercial)							
	October 1, 2014	October 1, 2015	May 30, 2016	October 1, 2016	October 1, 2017	October 1, 2018	October 1, 2019
Per 1,000 gallons	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90
*Multi-unit charged per unit							

Monthly Minimum Charge—Irrigation/Sprinkler								
Meter Size	October 1, 2014	February 1, 2015	October 1, 2015	May 30, 2016	October 1, 2016	October 1, 2017	October 1, 2018	October 1, 2019
¾"	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
1"	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70
1½"	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90
2"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
3"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
4"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
6"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95

Volumetric Rates—Irrigation/Sprinkler

	(11)	Wastewater utility rates.		
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Volumetric Rates—Single-Family Residential							
Based on WQA**	October 1, 2014	October 1, 2015	May 30, 2016	October 1, 2016	October 1, 2017	October 1, 2018	October 1, 2019
Per 1,000 gallons	\$2.10	\$2.20	\$2.13	\$2.13	\$2.13	\$2.13	\$3.17
**Winter quarter average							

Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial)							
Based on 100% Water Consumption	October 1, 2014	October 1, 2015	May 30, 2016	October 1, 2016	October 1, 2017	October 1, 2018	October 1, 2019
Per 1,000 gallons	\$2.10	\$2.20	\$2.13	\$2.13	\$2.13	\$2.13	\$3.17
*Multi-unit charged per unit							

Description		Amount	Code Section
Vehicles for Hire			
(1)	Wrecker service towing fees		90-27
	a.	The standard auto wrecker service charge for towing a vehicle to a vehicle storage facility or to the place of business of the auto wrecker, shall not exceed \$85.00; provided, however, if the destination of the tow exceeds 15 miles from the point where the wrecker picked up the tow, the operator shall be permitted to charge an additional fee not to exceed \$2.00 for each mile towed in excess of 15 miles. This charge shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. If the police department requires the vehicle to be moved from the location to which it was originally towed to another location within the city, an additional fee, not to exceed \$30.00, may be charged for transferring the vehicle.	
	b.	The service charge for a heavy-duty wrecker performing police-authorized or nonconsent tows, where the services of a heavy-duty wrecker are required, shall not exceed \$125.00 per hour, with a one-hour minimum. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.	
	c.	The service charge for removal and replacement of a tire and wheel assembly required to tow a vehicle shall not exceed \$20.00.	
	d.	The service charge for righting an overturned vehicle on level ground shall not exceed \$50.00.	
	e.	The service charge for placement of a vehicle on a dolly or dollies in order to tow the vehicle shall not exceed \$100.00.	
	f.	The service charge for towing a motorcycle shall not exceed \$100.00.	
	g.	The charge for up to two hours work on specialized recoveries of vehicles that are submerged, or in difficult terrain, or in other abnormal locations shall not exceed \$125.00; provided, however, if any such specialized recovery takes more than two hours, the charge shall not exceed \$65.00 per hour.	
	h.	The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001 et seq.	

(2)	Wrecker permit fee, annually	\$15.00	90-59
Appendix B. Subdivisions			
(1)	Conceptual plan	\$200.00	
(2)	Preliminary plat	\$1,000.00	
(3)	Final plat, Amending Plat, Replat, Short Form Final Plat	\$500.00	
(4)	Extension of plat approval	\$100.00	
(5)	Vacation of plat	\$300.00	
(6)	Public infrastructure plan review	\$500.00	
(7)	Commercial site plan	\$500.00	
(8)	Development permit	\$25.00	
(9)	Per-dwelling unit park dedication fee	\$600.00	
Appendix C. Zoning			
(1)	Specific use permits	\$300.00	
(2)	Planned Unit Development	\$500.00	
(3)	Zone change request	\$300.00	
(4)	Tenant occupancy fee	\$75.00	
(5)	Zoning board of adjustment applications	\$100.00	
(6)	Permit for the conduct of outdoor sales	\$25.00	
(7)	Special events	\$50.00	
Credit Card Payment Processing Convenience Fees			
	Utility service and utility administrative fees paid by debit or credit card (online or in person)	2.5% of fees(s)	
	Municipal court fines and fees paid by debit or credit card (online or in person)	2.5% of fee(s)	
	City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	2.5% of fee(s)	
	Parks and recreation services fees by debit or credit card (online or in person)	2.5% of fee(s)	
	Building permits related fees paid by debit or credit card (online or in person)	2.5% of fee(s)	

(Ord. No. 88-21, § 1, 3-20-1989; Res. No. R95-14, § 1, 4-17-1995; Res. No. R95-26, § 1, 9-25-1995; Res. No. R95-27, § 1, 9-25-1995; Res. No. R95-31, § 1, 10-2-1995; Ord. No. 97-20, §§ 1—5, 11-17-1997; Res. No. R98-2, §§ 1—5, 1-19-1998; Res. No. R98-26, §§ 1—3, 8-17-1998; Res. No. R99-22, 7-26-1999; Res. No. R99-26, § 2, 9-13-1999; Ord. No. 99-32, § 6, 10-18-1999;

Ord. No. 2000-06, §§ 1—3, 3-20-2000; Res. No. R2000-47, § 1, 10-2-2000; Ord. No. 2002-13, 7-1-2002; Res. No. R2002-35, § 1, 7-1-2002; Ord. No. 2002-28, § 1, 12-16-2002; Ord. No. 2003-01, § 1, 1-20-2003; Ord. No. 2003-05, § 1, 4-21-2003; Ord. No. 2005-03, § 44, 1-3-2005; Ord. No. 2004-19, § 1, 2-7-2005; Ord. No. 2006-06, § 3, 3-20-2006; Res. No. R2009-51, § 1, 9-28-2009; Res. No. R2009-52, § 1, 9-28-2009; Res. No. R2010-39, § 2, 3, exh. A, 10-4-2010; Res. No. R2011-26, § 2, 9-12-2011; Res. No. R2011-27, § 1, 9-12-2011; Res. No. R2011-33, § 1, 10-17-2011; Ord. No. 2011-38, § 2, 1-9-2012; Ord. No. 2012-05, §§ 3, 4, 3-5-2012; Ord. No. 2012-25, § 1, 11-5-2012; Ord. No. 2013-43, §§ 5—7, 12-2-2013; Ord. No. 2014-17, § 1(exh. A), 8-4-2014; Ord. No. 2016-12, § 1(exh. A), 3-7-2016; Ord. No. 2018-01, § 1(exh. A), 3-5-2018)

Proposed Fees Update Summary

Some of the proposed building and zoning fee changes below are due to revisions in State law that went into effect this year. Staff also took advantage of this time to review our processes and evaluate the time required by permit technicians to issue permits and by inspectors to conduct certain inspections to ensure that we are, as accurately as possible, charging fees to compensate for staff time. We also researched fees charged by surrounding cities including Pearland, League City, Missouri City, Sugar Land and Alvin. Our fees remain very competitive in the area and in most cases, we tend to charge less than most for permit and development related fees. Other changes include removing duplicates, grammatical errors, and alpha/numeric ordering.

Utilities fee update increases the deposit for fire hydrant meters to cover replacement cost in case of loss or damage.

Parks and Recreation facility rental fees are being included.

Appendix D. Schedule of Fees

Administration

- Remove zone change fee as it is not referenced in 2-40.

Buildings and Building Regulations

- State law was changed as of October 1 (HB No. 3329) which does not allow cities to charge electricians for registration and permit fees.

State law already prohibits cities from charging registration fees for plumbers and fire system contractors. This trend will most likely continue with other types of contractors, therefore, staff suggests increasing the permit issuance fee to \$30 across the board for subcontractor permits and add a \$10 permit issuance fee for all building permits in lieu of charging contractor registration fees (\$100 for new; \$50 renewal). All contractors will still be required to maintain and provide proof of insurance and required licenses. Permit Technicians will continue to verify licenses and insurance upon issuance of each permit.

Electrical: increase permit issuance fee from \$25 to \$30

Plumbing: increase permit issuance fee from \$25 to \$30

Gas: increase permit issuance fee from \$25 to \$30

Mechanical: increase permit issuance fee from \$10 to \$30

Building, Pool, Generator, Sign, and Irrigation Permits: add \$10 permit issuance fee

As for the permit fees, at the advice of TML, we are changing the titles of all permit fees to building permit fees with mechanical, plumbing, gas or electrical designations. Many other cities in the area have taken similar actions.

- Increase re-inspection fees from \$5 - \$25 range...make them all \$35
- Add fees for the following items:

- Plumbing Grease Trap - \$10 each
- Plumbing Water connection/water meter installation - \$5
- Plumbing annual gas test - \$20
- Increase the following fees:
 - Electric reconnect from \$5 to \$20
 - Electric meter loop and service from \$5 to \$10
- Clarify that permanent signs and irrigation permit fees are based on valuation.
- Removing the reference to Building Valuation Data Table – this is a table that is no longer published (5.k.)

Network Nodes

Add fees for small cell nodes, per state law that went into effect October 1, 2017 (SB No. 1004)

- Application fee - Network Nodes (up to 5)...\$500
- Application fee - Each additional network node...\$250
- Application fee - Node support poles...\$1,000
- Monthly fee – Transport Facilities...\$28 per network node
- Annual fee – Network Nodes...\$250 each
- Annual fee – Collocation of Network Nodes on City Service Poles...\$20 per year

Utilities

- Increase fire hydrant water meter fee from \$1,000 to \$1,200 (due to increased cost to the City)

Subdivisions

- Clarify that Short Form Final Plats, Amending Plats and Re-plats are \$500

Zoning

- Increase PUD application fee from \$300 to \$500
- Move CBOA application fee to “Buildings and Building Regulations” section

Parks and Recreation Facility Rental, Program and Events Fees

- Including facility rental fees for resident and nonresident non-profit groups
- Including facility rental fees for Stevenson Park green space and courts
- Including facility rental fees for Stevenson Park pool and deck
- Updating pass fees for Stevenson Park pool
- Including facility rental fees for Centennial Park amphitheater and basketball court

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
Administration				
	(1)	Zoning board of adjustment applications	\$100.00	2-40
	(2)	Zoning change request	\$300.00	
Animals				
(a)	<i>License and Registration Fees:</i>			
	(1)	Neutered or spayed animals	\$5.00	10-13
	(2)	Animal not neutered or spayed	\$10.00	
	(3)	Dangerous animal registration	\$50.00	
	(4)	Replacement tag	\$3.00	
(b)	<i>Permit Fees:</i>			
	(1)	Kennel, less than ten dogs or cats	\$10.00	
	(2)	Kennel, ten to 25 dogs or cats	\$15.00	
	(3)	Kennel, more than 25 dogs or cats	\$25.00	
	(4)	Pet shop/store	\$25.00	
	(5)	Riding stable	\$25.00	
	(6)	Auction place/facility	\$25.00	

	(7)	Performing animal exhibition	\$25.00	
	(8)	Zoological park	\$25.00	
	(9)	Circus	\$25.00	
	(10)	Grooming shop	\$25.00	
(c)	<i>Animal Handling and Shelter Fees:</i>			
	(1)	Pick-up	\$15.00	
	(2)	Boarding (per day)	\$7.50	
	(3)	Owner disposal	\$20.00	
	(4)	Owner turn-in	\$25.00	
	(5)	Adoption, cats	\$85.00	
	(6)	Adoption, dogs	\$100.00	
Buildings and Building Regulations				
	(1)	<u>Building Permit Fees</u> (Electrical) permit fees:		14-162
		<u>a.</u> <u>Permit issuance fee</u>	<u>30.00</u>	
		<u>b.</u> Meter loop, service and four outlets	<u>\$105.00</u>	
		<u>c.</u> Outlets	\$0.35	
		<u>d.</u> Lighting fixtures	\$0.35	
		<u>e.</u> Range receptacle	\$1.00	
		<u>f.</u> Clothes dryer	\$1.00	
		<u>g.</u> Water heater	\$1.00	

		<u>hg.</u>	Cooking tops	\$1.00	
		<u>ih.</u>	Ovens	\$1.00	
		<u>ji.</u>	Garbage disposals	\$1.00	
		<u>kj.</u>	Dishwashers	\$1.00	
		<u>lk.</u>	Electric heaters	\$5.00	
		<u>ml.</u>	Window air conditioning receptacle	\$4.50	
		<u>nm.</u>	Temporary saw pole	\$10.00	
		<u>oa.</u>	Temporary cut in	\$15.00	
		<u>p.</u>	Reconnect	\$205.00	
		<u>qe.</u>	Motors:		
			Up to but not including ½ hp	\$0.50	
			½ hp and less than 2 hp	\$2.00	
			2 hp and less than 10 hp	\$3.00	
			10 hp and less than 25 hp	\$4.00	
			25 hp and less than 100 hp	\$8.00	
			100 hp and over	\$0.08/hp	
		<u>rp.</u>	X-ray machines	\$2.00	
		<u>sq.</u>	Signs: Shop inspection, per kva	\$2.00	
		<u>tf.</u>	Incandescent and vacuum tube signs, per kva	\$2.00	
		<u>us.</u>	Festoon lighting and streamers, per circuit	\$0.50	

		t.	Permit	\$25.00	
		u.	Swimming pools	\$15.00	
		v.	Minimum inspection fees	\$5.00	
		ww.	Re-inspection fees	\$325.00	
		xx.	Electric furnace	\$5.00	
		y.	Electrical reinspection fee	\$25.00	
		z.	Duplicate electrician's fee	\$0.00	
	(2)	<u>Building Permit Fees</u> (Plumbing)- permit fees:			14-252
		a.	Plumbing permit issuance fee	\$3025.00	
		b.	Each fixture, floor drain or trap (including all piping)	\$2.50	
		c.	<u>Water connection/water meter installation</u>	<u>\$5.00</u>	
		d.	Sewer connection	\$5.00	
		e.	Replacement or repair of sewer	\$5.00	
		f.	Cesspool	\$5.00	
		g.	Septic tank and seepage pit or drainfield	\$10.00	
		h.	Water heater and/or vent	\$2.50	
		i.	Installation, alteration or repair of water piping and/or water treating equipment	\$5.00	
		j.	Repair or alteration of drainage or vent piping	\$5.00	
		k.	Vacuum breakers or backflow protective devices (1 to 5)	\$2.50	
		l.	Vacuum breakers or backflow protective devices (over 5,	\$1.50	

			each)		
		m.	<u>Grease Trap</u>	<u>10.00</u>	
		n.	<u>Annual Gas Test</u>	<u>20.00</u>	
		o.	Plumbing Re-inspection fee	\$32 5.00	
	(3)	<u>Building Permit Fees (Mechanical)</u> -permit fees:			14-275
		a.	Mechanical Permit issuance fee	\$34 0.00	
		b.	New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:		
		1.	For first \$1,000.00 of valuation	\$10.00	
		2.	Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
		c.	Repairs, alterations and additions to existing system	\$5.00	
			Plus, for each \$1,000.00 or fraction thereof	\$2.00	
		d.	Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)	\$5.00	
		e.	Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)	\$10.00	
		f.	Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)	\$15.00	
		g.	Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)	\$25.00	
		h.	Boilers over 3,300,000 Btu (98 BHp)	\$35.00	
		i.	Temporary operation inspection fee	\$5.00	
		j.	Re-inspection fee	\$3 5.00	
	(4)	<u>Building Permit Fees (Gas)</u> -permit fees:			14-299

		a.	Gas p ermit issuance fee	\$ 3025 .00	
		b.	Gas piping:		
		1.	1 to 4 outlets	\$5.00	
		2.	Over 4 outlets, each	\$1.00	
		c.	Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit	\$5.00	
			Each additional unit	\$1.00	
		d.	Vented wall furnace or water heater	\$2.50	
			Each additional unit	\$1.00	
		e.	Gas r e-inspection fee	\$ 3 5.00	
	(5)		Building permit fees <u>(includes permits for permanent signs, generators, swimming pools, irrigation, etc.):</u>		
		a.	<u>Permit issuance fee</u>	<u>10.00</u>	
		b.	For total valuation of \$1,000.00 and less	\$15.00	
		c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$15.00	
			Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00	
		d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00	
			Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00	
		e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00	

			Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00	
		fe.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00	
			Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
		gf.	Moving of any building or structure (0 cubic feet and above)	\$100.00	
		hg.	Demolition of buildings or structures	\$50.00	
		ih.	Work started without a permit shall be double permit fee.		
		ji.	Plan checking fees shall be one-half of building permit fee.		
			Plan check fees are nonrefundable		
		kj.	Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only.		
		k.	The city adopts the Building Valuation Data Table and appropriate Regional Modifier, as published annually in May by the Southern Building Code Congress International for the purpose of uniformly determining the valuation of improvements to be permitted. Such valuations shall be used to calculate plan check fees based on the permit fee schedule adopted in Resolution No. R95-31.		
	(6)		Building contractors license (one time fee, then an annual fee of \$50.00) Construction Board of Adjustment Application	\$100.00	
	(7)		After hours inspection (one-time fee for scheduled after hours inspection)	\$100.00	
	(8)		Portable/temporary sign permit fee	\$10.00	

Businesses				
	(1)	Animal establishment permit fees:		10-198
		a.	For each kennel authorized to house less than ten dogs or cats	\$10.00
		b.	For each kennel authorized to house ten to 25 dogs or cats	\$15.00
		c.	For each kennel authorized to house over 25 dogs or cats	\$25.00
		d.	For each pet shop	\$25.00
		e.	For each riding stable	\$25.00
		f.	For each auction	\$25.00
		g.	For each zoological park	\$25.00
		h.	For each circus	\$25.00
		i.	For each performing animal exhibition	\$25.00
		j.	For each grooming shop	\$25.00
	(2)	Peddlers, solicitors, canvassers and itinerant vendors:		
		a.	Registration fee	\$5.00 18-48(b)
		b.	Replacement of registration certificate	\$2.00 18-48(b)
		c.	Identification cards, per card	\$3.00 18-54(c)
Environment				
	(1)	Charge for nuisance abatement proceedings		\$75.00 26-128

	(2)	Filing of lien	\$50.00	26-128
	(3)	Application fee for well-drilling permit	\$500.00	26-255(a)
	(4)	Processing fee for well-drilling permit application	\$100.00	26-256(c)
	(5)	Annual inspection fee for oil and gas wells	\$35.00	26-289(m)
Law Enforcement				
	(1)	Municipal court building security fee (fee against all defendants convicted of a misdemeanor offense by the municipal court)	\$3.00	42-1
	(2)	Municipal court technology fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court)	\$4.00	42-2
Manufactured Homes and Trailers				
	(1)	Annual mobile home parking permit	\$0.00	50-127(d)
	(2)	Semiannual mobile home parking permit	\$0.00	50-127(d)
	(3)	Refund of parking permits:		50-127(f)
	a.	For less than one month:		
		1. Annual permits	\$0.00	
		2. Semiannual permits	\$0.00	
	b.	For mobile homes in the city more than one month but less than six months (annual permit only)	\$0.00	

	(4)	Service charge for transfer or assignment of mobile home parking permit	\$0.00	50-127(g)
	(5)	Service charge for replacement of lost, etc., mobile home parking permit	\$0.00	50-127(h)
	(6)	Temporary mobile home parking permit	\$0.00	50-128
	(7)	Mobile home park license application investigation fee	\$0.00	50-156
	(8)	Annual license fee for mobile home parks (including license renewal):		
		Mobile home stands: one or more		
Parks and Recreation Facilities				
	(1)	Leavesley Park Jones Hangar:		
	a.	Deposit (100 percent refundable)	\$500.00	
	b.	Janitorial fee	\$250.00	
	c.	Resident Nonprofit group rental fee	\$25.00 per hour	
	d.	Resident rental fee	\$60.00 per hour	
	e.	Nonresident rental fee	\$80.00 per hour	
	f.	Nonresident Nonprofit group rental fee	\$60.00 per hour	
	(2)	Stevenson Park Gazebo:		
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$50.00	
	c.	Nonresident rental fee	\$75.00	
	d.	Resident Nonprofit group rental fee	\$0.00	

		e.	Nonresident Nonprofit group rental fee	\$50.00	
	(3)	Stevenson Park Large or Small Pavilion:			
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$75.00	
		c.	Nonresident rental fee	\$175.00	
		d.	Resident Nonprofit group rental fee	\$0.00	
		e.	Nonresident Nonprofit group rental fee	\$75.00	
	(4)	Stevenson Park Green Space:			
		a.	Deposit (refundable)	\$0.00	
		b.	Resident rental fee	\$25.00	
		c.	Nonresident rental fee	\$25.00	
	(5)	Stevenson Park Basketball Court:			
		a.	Deposit (refundable)	\$100.00	
		b.	Resident rental fee	\$25.00 per hour	
		c.	Nonresident rental fee	\$30.00 per hour	
	(6)	Stevenson Park Sand Volleyball Court or Tennis Courts			
		a.	Deposit (refundable)	\$100.00	
		b.	Resident rental fee	\$10.00 per hour	
		c.	Nonresident rental fee	\$15.00 per hour	
	(7)	Stevenson Park Pool Exclusive Rental			

	a.	Lifeguard Fee (per guard per hour)	\$10.00	
	b.	Resident rental fee	\$40.00 per hour	
	c.	Nonresident rental fee	\$50.00 per hour	
(8)		Stevenson Park Pool Wooden Deck Only		
	a.	Guest fee	\$2.00 per person	
	b.	Resident rental fee	\$10.00 per hour	
	c.	Nonresident rental fee	\$20.00 per hour	
(4)(9)		Stevenson Park Pool:		
	a.	Resident fees:		
	i.	Season pass Season pass, five members Family pass	\$90.00 \$80.00	
	ii.	Each additional member pass	\$10.00	
	iii.	Individual pass	\$55.00	
	iv. ii.	20 visit pass	\$30.00	
	v. iii.	Daily visit (all ages)	\$2.00	
	vi. iv.	Seniors (55-59) (60+)	\$0.00	
	b.	Nonresident fee:		
	i.	Season pass, five members Family pass	\$100.00 \$110.00	
	ii.	Each additional member pass	\$10.00	
	iii.	Individual pass	\$65.00	
	iv. ii.	20 visit pass	\$60.00	

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		v. iii.	Daily visit (all ages)	\$4.00	
		vi. iv.	Seniors (55+) (60+)	\$0.00 \$4.00	
		(5)(10)	Old City Park:		
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$75.00	
		c.	Nonresident rental fee	\$175.00	
		d.	Resident Nonprofit group rental fee	\$0.00	
		e.	Nonresident Nonprofit group rental fee	\$75.00	
		(6)(11)	Renwick Park:		
		a.	Daily rates (Monday—Friday)	\$25.00	
		b.	Evening rates (Monday—Friday)	\$50.00	
		c.	Weekend rates (Saturday—Sunday)	\$100.00	
		(7)(12)	Activity Building:		
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$100.00	
		c.	Nonresident rental fee	\$200.00	
		(8)(13)	Centennial Park Pavilion:		
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$75.00	
		c.	Nonresident rental fee	\$175.00	

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		d.	Resident Nonprofit group rental fee	\$0.00	
		e.	Nonresident Nonprofit group rental fee	\$75.00	
	(9)(14)	Centennial Park Evelyn B. Newman Amphitheater:			
		a.	Cleanup and security deposit (refundable)	\$500.00	
		b.	Resident rental fee	\$250.00	
		c.	Nonresident rental fee	\$350.00	
		d.	Resident Nonprofit group rental fee	\$25.00 per hour	
		e.	Nonresident Nonprofit group rental fee	\$250.00	
	(10)(15)	Centennial Park Basketball Court:			
		a.	Deposit (refundable)	\$100.00	
		b.	Resident rental fee	\$25.00 per hour	
		c.	Nonresident rental fee	\$30.00 per hour	
The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager.					
The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.					
Solid Waste					
	(1)	Residential services to include collection of residential refuse, recyclables and green waste: No limit volume per week per residence, including residential refuse, residential curbside recycling and green waste recycling		\$14.63/month	66-21

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	(2)	Commercial rate schedule:				
		a.	Lifts per week:			

Container Size	1	2	3	4	5	6	Extra Lifts
2 cu. yds.	\$86.05	\$101.70	\$171.95	\$240.57	\$315.56	\$397.36	\$16.15
3 cu. yds.	\$98.80	\$129.69	\$240.10	\$335.89	\$440.58	\$554.80	\$24.22
4 cu. yds.	\$99.19	\$130.46	\$241.26	\$337.43	\$442.52	\$557.10	\$32.28
6 cu. yds.	\$112.28	\$202.44	\$293.60	\$386.34	\$489.32	\$587.08	\$48.42
8 cu. yds.	\$198.33	\$305.82	\$391.51	\$521.90	\$666.85	\$801.18	\$64.55

		b.	Containers with casters, per month: \$ 5.79.		
		c.	Containers with locks or gates, per month: \$8.69.		
		d.	Commercial recycling:		
		1.	\$81.09 per month, six cubic yards.		
		2.	\$98.46 per month, eight cubic yards.		
(3)		Roll off rate schedule:			

Size	Rental per Day	Delivery Fee	Haul Rate
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20 cubic yards*	\$5.37	\$59.07	\$296.42
30 cubic yards*	\$5.37	\$59.07	\$356.57
40 cubic yards*	\$5.37	\$59.09	\$424.23
25 cubic yards	\$5.37	\$59.07	\$328.64
35 cubic yards	\$5.37	\$59.07	\$392.01
40 cubic yards	\$5.37	\$59.07	\$424.23

*Open tops only

(4)	Residential curbside and recycling collection, per month: \$14.63
(5)	Light commercial collection (1 x week), per month: \$35.16
(6)	Light commercial collection (2 x week), per month: \$52.74
*Commercial rates do not include 8% franchise fee or sales tax.	

Description		Amount	Code Section
Streets, Sidewalks and Other Public Places			
(1)	Application fee for applicant seeking vacation of any right-of-way	\$300.00	70-25
(2)	Excavation permit fee	\$2.00	70-145
Telecommunications			
(1)	Monthly charge (per access line)	\$0.94	78-23

<u>(2) Monthly fee (per subscriber/customer)</u>		\$0.94	78-23
<u>Network Nodes</u>			
<u>(1) Application Fees</u>			<u>LGC Ch</u> <u>284</u>
a.	<u>Network Nodes (up to 5 nodes)</u>	<u>\$500.00</u>	
b.	<u>Each additional network node</u>	<u>\$250.00</u>	
c.	<u>Node support poles</u>	<u>\$1,000.00</u>	
<u>(2) Monthly Fees</u>			<u>LGC Ch.</u> <u>284</u>
a.	<u>Transport Facilities (per network node)</u>	<u>\$28.00</u>	
<u>(3) Annual Fees</u>			<u>LGC Ch.</u> <u>284</u>
a.	<u>Per network node</u>	<u>\$250.00</u>	
b.	<u>Collocation of network nodes on City Service Poles</u>	<u>\$20.00</u>	
Utilities			
(1)	Security deposits for water, sewer and/or garbage collection service:		86-1
a.	Structures with one to five units, per unit (residential owner initiated)	\$100.00	
b.	Structures with six or more units, first five units	\$400.00	
	Plus, for each unit in excess of five	\$50.00	
c.	Builders, realtors or other temporary multi-property customers may post a blanket standing deposit of \$500.00 for up to ten accounts. If more than ten accounts are activated, the city may require additional deposits.		

	d.	Hydrant meter use (as security for loan of hydrant meter), refundable if meter is returned in the same working conditions	\$1,2900.00	
	e.	Structures with one to five units, per unit (tenant initiated)	\$200.00	
	f.	Structures with one to five units, per unit (commercial customer)	\$250.00	
(2)	Returned check charge		\$35.00	86-2(1)
(3)	Disconnection/reconnection of water and/or sewer services		\$50.00	86-2(2)
	a.	After-hours reconnection (customer requested reconnect)	\$75.00	
(4)	Unauthorized connection or tampering fee (plus costs of repair, etc.)		\$100.00	86-2(4)
(5)	City-wide impact fees:			86-288
	a.	Residential:		
		Established by city resolution		R2013-35
	b.	Commercial CIP:		
		Established by city resolution		R2013-35
(6)	Same day service connection (one-time fee per customer request)		\$75.00	
(7)	Utility meter removal/pulled meter fee		\$100.00	
(8)	Meter replacement fee (one-time fee per customer request)		\$75.00	
(9)	Proof of residency documentation (per copied page)		\$0.10	

(10)	Water utility rates.			
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<i>Monthly Minimum Charge—Irrigation/Sprinkler</i>								
Meter Size	<i>October 1, 2014</i>	<i>February 1, 2015</i>	<i>October 1, 2015</i>	<i>May 30, 2016</i>	<i>October 1, 2016</i>	<i>October 1, 2017</i>	<i>October 1, 2018</i>	<i>October 1, 2019</i>
¾"	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
1"	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70	\$21.70
1½"	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90
2"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
3"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
4"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95
6"	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95	\$44.95

<i>Volumetric Rates—Irrigation/Sprinkler</i>								
<i>Per 1,000 Gallons</i>	<i>October 1, 2014</i>	<i>February 1, 2015</i>	<i>October 1, 2015</i>	<i>May 30, 2016</i>	<i>October 1, 2016</i>	<i>October 1, 2017</i>	<i>October 1, 2018</i>	<i>October 1, 2019</i>
0—3,000 gallons	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$3.25	\$3.42	\$3.67	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
10,001—25,000 gallons	\$3.50	\$3.67	\$3.92	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25

Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial)							
Based on 100% Water Consumption	<i>October 1, 2014</i>	<i>October 1, 2015</i>	<i>May 30, 2016</i>	<i>October 1, 2016</i>	<i>October 1, 2017</i>	<i>October 1, 2018</i>	<i>October 1, 2019</i>
Per 1,000 gallons	\$2.10	\$2.20	\$2.13	\$2.22 <u>2.13</u>	\$2.92 <u>2.13</u>	\$3.09 <u>2.13</u>	\$3.17
*Multi-unit charged per unit							

Description		Amount	Code Section
Vehicles for Hire			
(1)	Wrecker service towing fees		90-27
	The standard auto wrecker service charge for towing a vehicle to a vehicle storage facility or to the place of business of the auto wrecker, shall not exceed \$85.00; provided, however, if the destination of the tow exceeds 15 miles from the point where the wrecker picked up the tow, the operator shall be permitted to charge an additional fee not to exceed a. \$2.00 for each mile towed in excess of 15 miles. This charge shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. If the police department requires the vehicle to be moved from the location to which it was originally towed to another location within the city, an additional fee, not to exceed \$30.00, may be charged for transferring the vehicle.		
	The service charge for a heavy-duty wrecker performing police-authorized or nonconsent tows, where the services of a heavy-duty wrecker are b. required, shall not exceed \$125.00 per hour, with a one-hour minimum. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.		

	c.	The service charge for removal and replacement of a tire and wheel assembly required to tow a vehicle shall not exceed \$20.00.		
	d.	The service charge for righting an overturned vehicle on level ground shall not exceed \$50.00.		
	e.	The service charge for placement of a vehicle on a dolly or dollies in order to tow the vehicle shall not exceed \$100.00.		
	f.	The service charge for towing a motorcycle shall not exceed \$100.00.		
	g.	The charge for up to two hours work on specialized recoveries of vehicles that are submerged, or in difficult terrain, or in other abnormal locations shall not exceed \$125.00; provided, however, if any such specialized recovery takes more than two hours, the charge shall not exceed \$65.00 per hour.		
	h.	The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001 et seq.		
(2)	Wrecker permit fee, annually		\$15.00	90-59

Appendix B. Subdivisions

(1)	Conceptual plan	\$200.00	
(2)	Preliminary plat	\$1,000.00	
(3)	Final plat, <u>Amending Plat, Replat, Short Form Final Plat</u>	\$500.00	
(4)	Extension of plat approval	\$100.00	
(5)	Vacation of plat	\$300.00	
(6)	Public infrastructure plan review	\$500.00	
(7)	Commercial site plan	\$500.00	

(8) Development permit	\$25.00	
(9) Per-dwelling unit <u>park</u> dedication fee	\$600.00	
Appendix C. Zoning		
(1) Specific use permits	\$300.00	
(2) <u>Planned Unit Development</u>	<u>\$500.00</u>	
(3) Zoning change request	\$300.00	
(4) Tenant occupancy fee	\$75.00	
(5) Zoning board of adjustment applications	\$100.00	
Construction board of adjustment application	\$100.00	
(6) Permit for the conduct of outdoor sales	\$25.00	
(7) Special events	\$50.00	
Credit Card Payment Processing Convenience Fees		
Utility service and utility administrative fees paid by debit or credit card (online or in person)	2.5% of fees(s)	
Municipal court fines and fees paid by debit or credit card (online or in person)	2.5% of fee(s)	
City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	2.5% of fee(s)	
Parks and recreation services fees by debit or credit card (online or in person)	2.5% of fee(s)	
Building permits related fees paid by debit or credit card (online or in person)	2.5% of fee(s)	

(Ord. No. 88-21, § 1, 3-20-1989; Res. No. R95-14, § 1, 4-17-1995; Res. No. R95-26, § 1, 9-25-1995; Res. No. R95-27, § 1, 9-25-1995; Res. No. R95-31, § 1, 10-2-1995; Ord. No. 97-20, §§ 1—5, 11-17-1997; Res. No. R98-2, §§ 1—5, 1-19-1998; Res. No. R98-26, §§ 1—3, 8-17-1998; Res. No. R99-22, 7-26-1999; Res. No. R99-26, § 2, 9-13-1999; Ord. No. 99-32, § 6, 10-18-1999; Ord. No. 2000-06, §§ 1—3, 3-20-2000; Res. No. R2000-47, § 1, 10-2-2000; Ord. No. 2002-13, 7-1-2002; Res. No. R2002-35, § 1, 7-1-2002; Ord. No. 2002-28, § 1, 12-16-2002; Ord. No. 2003-01, § 1, 1-20-2003; Ord. No. 2003-05, § 1, 4-21-2003; Ord. No. 2005-03, § 44, 1-3-2005; Ord. No. 2004-19, § 1, 2-7-2005; Ord. No. 2006-06, § 3, 3-20-2006; Res. No. R2009-51, § 1, 9-28-2009; Res. No. R2009-52, § 1, 9-28-2009; Res. No. R2010-39, § 2, 3, exh. A, 10-4-2010; Res. No. R2011-26, § 2, 9-12-2011; Res. No. R2011-27, § 1, 9-12-2011; Res. No. R2011-33, § 1, 10-17-2011; Ord. No. 2011-38, § 2, 1-9-2012; Ord. No. 2012-05, §§ 3, 4, 3-5-2012; Ord. No. 2012-25, § 1, 11-5-2012; Ord. No. 2013-43, §§ 5—7, 12-2-2013; Ord. No. 2014-17, § 1(exh. A), 8-4-2014; Ord. No. 2016-12, § 1(exh. A), 3-7-2016; Ord. No. 2018-01, § 1(exh. A), 3-5-2018)



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: 09/10/18

Date Submitted: 09/05/18

Dept. Clearances: Melinda Welsh/City Secretary

Prepared by: Melinda Welsh

Subject: Establish a reasonable limit on time spent without charge on repeat public information requestors

Originating Department: City Secretary's Office

City Attorney Review: Yes

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Section 552.275 of the Government Code of the Public Information Act authorizes a governmental body to establish a reasonable monthly and yearly limit on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

Council is being asked to consider adopting a policy, as allowed by Section 552.275, establishing this reasonable limit at not less than 36 hours per requestor during the 12-month period that corresponds with the City's fiscal year and a monthly time limit not less than 15 hours for a requestor in a one-month period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provides a method of maximizing the city's human and financial resources while striking a reasonable balance with the obligation of the city to make available public information.

RECOMMENDATIONS

Consider approval of an ordinance establishing a reasonable monthly and yearly limit on the amount of time personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

ATTACHMENTS

[Ordinance 2018-26](#)

(Title: An ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors.)

ORDINANCE NO. T2018-26

AN ORDINANCE PROVIDING FOR A REASONABLE LIMIT ON THE AMOUNT OF TIME TO BE SPENT WITHOUT CHARGE FOR REPEAT PUBLIC INFORMATION REQUESTORS; REQUIRING PAYMENT FOR TIME AND EXPENDITURES INCURRED BEYOND THIS LIMIT; PROVIDING FOR EXCEPTIONS; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, in 2017, the Texas Legislature, in recognition of the fact that a municipality may expend significant resources in responding to requests for public information without recovering its costs, amended Section 552.275 of the Texas Government Code, which authorizes the governmental body of a municipality to establish reasonable monthly and yearly limits on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time; and

WHEREAS, Section 552.275 of the Government Code provides that a yearly time limit established may not be less than 36 hours for a requestor during the 12-month period that corresponds to the fiscal year of the governmental body, and a monthly time period may not be less than 15 hours for a requestor for a one-month period; and authorizes a municipality to require requestors exceeding those time limits to pay for the municipality's costs before the city will process the request if the city has sent a written cost estimate; and

WHEREAS, the City Council desires to adopt a policy in this regard to provide a method of maximizing its human and financial resources while striking a reasonable balance with the obligation

of the City to make available public information, and has determined that 36 hours is a reasonable yearly time limit and 15 hours is a reasonable monthly limit to be imposed under Section 552.275.

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

Section 1. That in accordance with Section 552.275, the City Council establishes an annual time limit of 36 hours and a monthly time limit of 15 hours as the amount of time that employees are required to devote without charge to produce public information for inspection or duplication, or providing copies of public information to any one requestor. This annual time limit shall apply to each twelve (12) month period commencing each fiscal year beginning on October 1, 2018, effective with the date of adoption of this ordinance.

Section 2.

A. That the City Secretary or the City Secretary's designee shall provide the requestor with a written statement of the amount of personnel time spent complying with each request and the cumulative amount of time spent complying with requests from that requestor during the applicable twelve month period. The time spent preparing the written statement of total time spent may not be included.

B. When the time spent on responding to a particular requestor's requests equals or exceeds the time limit imposed by Section 1, the City Secretary or the City Secretary's designee shall provide the requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses necessary to comply with the request. The estimate must be provided on or before the tenth (10th) day after the date on which the public information was requested. The amount of the cost shall be established by rules prescribed by the attorney general.

C. If the City Secretary or the City Secretary's designee determines that additional time is required to prepare the written estimate of costs required by Section 2(B) and provides the requestor with a written statement of that determination, the City Secretary or the City Secretary's designee must provide the written estimate of costs required by Section 2(B) as soon as practicable, but on or before the 10th day after the date the City provides the written statement that additional time is required.

Section 3.

A. After the City Secretary or the City Secretary's designee has provided the requestor with the written estimate of costs under Section 2, the requestor may respond within ten (10) days of receiving the estimate by submitting a written statement in which the requestor commits to pay the lesser of:

1. the actual costs incurred in complying with the requestor's request, including the cost of materials and personnel time and overhead; or
2. the amount stated in the written statement provided.

B. If the requestor fails or refuses to submit the written statement of commitment to pay, the requestor shall be considered to have withdrawn the requestor's pending request for public information.

Section 4. That any time spent complying with a request in the name of a minor is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian or other person establishes that another person submitted that request in the name of the minor.

Section 5.

A. This Ordinance does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

1. a radio or television broadcast station that holds a license issued by the Federal Communications Commission; or
2. a newspaper that is qualified under Section 2051.044 of the Texas Government Code to publish legal notices or is a free newspaper of general circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news; or
3. a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or general information to the general public; or

4. a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public.

B. That this Ordinance does not apply if the requestor is a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt entity under Section 501(c)(3) of that code.

C. That this Ordinance does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state.

D. The policy does not replace or supersede other sections of the Public Information Act and does not preclude the City from charging for cost of labor in response to a request for copies or a request for inspection for which a charge is authorized under another section of the Public Information Act. The limit established in this policy applies to all requestors equally except as exempted by the Public Information Act.

E. This policy does not apply to requests exempted by Section 552.275 of the Texas Government Code.

Section 6. That this Ordinance shall become effective upon its adoption.

PASSED AND APPROVED on first reading this 10th day of September, 2018.

PASSED, APPROVED, AND ADOPTED on second and final reading this 1st day of October, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: 09/10/2018

Date Submitted: 09/06/2018

Dept. Clearances: KRH

Prepared by: Jennifer Walker

Subject: FY 2017-18 Budget Amendment XII

Originating Department: Administrative Services City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$9,978,691

Amount Budgeted: \$20,689

Appropriation Required: \$9,958,002 Source of Funds: General Fund Revenues; Unassigned General Fund Balance, Park Land Dedication Funds, and Water & Sewer Working Capital, 2017 GO Bonds, 2006 and 2019 Water and Sewer Bond Construction Funds, Municipal Court Building Security Funds, 1776 Park Trust Fund and Streets Improvement Fund

FINANCE APPROVAL: *RGB*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the twelfth set for fiscal year 2017-18.

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

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment XII 2017-18.

ATTACHMENTS

[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)

(Title: An Ordinance adopting Budget Amendment XII to the Original General Budget of the City for Fiscal Year 2017-2018 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2018-27

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2017-32, PASSED AND APPROVED OCTOBER 2, 2017, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2017-2018 BY APPROVING "BUDGET AMENDMENT XII" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2017-2018"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2017-32, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2017-2018"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2017-2018;

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

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

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018,” is hereby amended for municipal purposes as shown on “Budget Amendment XII” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2017-2018” attached hereto. Said Budget Amendment XII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 10th day of September, 2018.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2017 – 2018
Budget Amendment XII
September 10, 2018**

1. **Prior Year Encumbrance, \$102,652.** Appropriate funds for purchase orders issued in fiscal year 2016-17 and outstanding at fiscal year-end, September 30, 2017. Goods and services for these purchase orders will be received and expensed in 2018.
2. **Prior Year Unencumbered Capital, \$4,550,168.** Re-appropriate funds budgeted for capital expenditures in fiscal year 2016-17; but not expensed at fiscal year-end September 30, 2017. Goods and services will be received and expensed in fiscal year 2017-18. Section 8.06 of the City Charter allows for funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.
3. **Hurricane Harvey Recovery, \$124,229.** Appropriate water and sewer working capital for supplies and equipment used during Hurricane Harvey recovery. This includes rental equipment at lift stations to keep them operational during and following the weather event.
4. **Police Radio Equipment Replacement, \$485,305.** Appropriate capital lease proceeds for the purchase of 85 digital portable radios for the police department. The project was approved and included in the FY18 adopted budget.
5. **Security Cameras at Public Safety Building, \$30,000.** Transfer funds of \$10,000 from each of the current operating budget in the Police Patrol Division, Administrative Services Information Technology division and the Municipal Court Building Security Fund to the Facility Operations division within the Parks and Recreation Department. Funds will be used to start upgrading and replace security cameras at the Public Safety Building.
6. **Blackhawk Facility Communication and Network Connectivity \$12,525.** Appropriate funding to cover the costs to outfit the Blackhawk facility (old Food Lion building) for communication and network connectivity for the Public Works Department and Parks and Recreation Department Parks and Facilities Divisions. The funding for the expense will be split between unassigned General Fund balance and Water and Sewer working capital.
7. **City Hall Balcony Repairs, \$3,155.** Appropriate funds to cover additional costs to repair the outside balcony at City Hall. The funding source will be the unassigned general fund balance.
8. **PEG Channel Fees, \$5,792.** Appropriate funds to purchase equipment for public network connectivity within the City Facilities. The funding source for the equipment will be PEG fees revenue.

9. **Senior Activity Center Donations, \$5,000.** Appropriate donations and sponsorships received during the current fiscal year for the Senior Activity Center Program. The proceeds will be used to purchase three picnic tables that will be placed outside the Activity Building. Funds will be appropriated to the Parks and Recreation Department Senior Activity Program division's operating budget.
10. **Canoe Portage at 1776 Park, \$24,541.** Appropriate funds to install a canoe ramp and launch pad at the 1776 Park. The funding sources will include \$10,000 from the Park Scenario 1 improvement plan funds approved in fiscal year 2012, \$13,852 from the 1776 Park Trust Fund and the remaining \$689 will come from the Parks and Recreation Department operating budget.
11. **Blackhawk Waste Water Treatment Plant Additional Capacity, \$1,832,241.** Appropriate water and sewer working capital to purchase additional wastewater treatment storage capacity within the Blackhawk Wastewater Treatment Plant. During the April 3, 2017 workshop, Staff notified Council that the City of Houston determined it has excess capacity within the plant and made a proposal to sell the excess capacity to the other participants at its current wastewater impact fee price. During the September 12, 2017 Council meeting, Council approved a 6-year phase-in purchase of additional capacity and to set aside \$1,199,110 of Water and Sewer working capital for the first year's purchase. An additional amount of \$633,101 will be needed to pay for year 2 of the 6 year agreement purchase. The funding source will be Water and Sewer working capital in the amount of \$1,832,241.
12. **Desilting Storm Sewer Lines, \$696,336.** Appropriate funds for services to clean the storm water system and record by camera the condition of storm sewer lines. This will allow the City to assess any additional damage and/or blockages while providing documentation for FEMA on the extent of damage resulting from Hurricane Harvey. During the September 10, 2018 Council meeting, Council will have a professional contract before them for consideration in the amount of \$696,336. The funding source will be unassigned General Fund Balance (90-day Reserve).
13. **Asphalt Street Maintenance, \$1,700,000.** Appropriate funds for asphalt street maintenance services. The City Council meeting agenda for September 10, 2018 will include a recommendation for Council's consideration to approve a contract with Angel Brothers Enterprises, Ltd. The funding source will be sales tax approved by voters in 2016 and collected in the Streets Improvement Fund.
14. **Lift Station #23 Repairs, \$130,700.** Appropriate funds for revised engineering design services of Lift Station #23. At the August 6, 2018 Council approved the revised professional agreement with Lockwood, Andrews, & Newman, Inc. Funds for the appropriation will be a portion of the proceeds from the sale of Waterworks and Sewer System Revenue Bonds, Series 2016.
15. **Lift Stations Platforms Structural Design, \$18,000.** Appropriate funds to design structural platforms for equipment and generators at the City's lift stations. Funds will be appropriated from Water and Sewer Fund working capital.

16. **Chapter 380 Economic Development Grant (Familia Nunez Restaurants, Inc. aka Ranchos), \$12,000.** Appropriate \$12,000 from unassigned general fund balance for the payment to Familia Nunez Restaurants, Inc. for the Chapter 380 Economic Development Grant. The economic development agreement between the City of Friendswood and Familia Nunez Restaurants, Inc. for reimbursement of building fees following the issuance of the certificate of occupancy was entered into on August 7, 2017. The occupancy certification was issued on August 27, 2018.
17. **Contract Services/Credit Card Fees, \$30,000.** Appropriate Water and Sewer working capital to cover the increase in credit card fees resulting from the delay in implementing convenience fees. Convenience fees were budgeted to begin in January 2018. However, the City did not begin charging these fees until May 2018 due to a change in credit card merchant services vendors and implementation of technology to apply to credit card fees to payment transactions.
18. **Real and Personal Property Insurance, \$14,476.** Appropriate Water and Sewer working capital to cover the increase in real and personal property insurance for fiscal year 2018.
19. **Old City Park Construction Change Order, \$81,628.** Appropriate additional funds to cover change order #2 with the construction contract with Matula and Matula Construction, Inc. The construction contract for Old City Park requires a change order to have a concrete driveway and 44 parking spaces. The City Council meeting agenda for September 10, 2018 will include a recommendation for Council's consideration to approve change order #2 with Matula and Matula Construction, Inc. The funding source for this change order will be from the Park Land Dedication Fund.
20. **Blackhawk Facility Maintenance, \$40,620.** Appropriate funds for the electrical and plumbing maintenance services needed at the facility for \$15,000. Services are needed to bring the facility into building code compliance in order to receive a Certificate of Occupancy. Also, funds are needed to enter into a \$25,620 contract for maintenance of 12 to 14 air conditioning units at the facility. This contract period is for 12 months and will cover maintenance service, repairs, or to replace any air conditioning unit, if required. The funding source will be split 50%/50% between the unassigned General Fund balance and Water and Sewer working capital.
21. **TML-IRP Insurance Reimbursement-Hurricane Harvey \$79,322.** Appropriate insurance reimbursement received from Texas Municipal League back to unassigned General Fund Balance. Funds were received for the claim filed with TML for damages to the Stevenson Park playground equipment resulting from Hurricane Harvey. Funds will reimburse the City for the equipment repairs and replacement expenditures incurred.

City of Friendswood

9/10/2018

2017-18 Budget Amendment XII - Exhibit B

BA Number	Account Number	Project No.	Description	Amount
1	001-0000-30200	PW185	Appropriated Prior Year Encumbrances - PO 17003882-R1 Houston Freightliner	(102,652)
1	001-7001-431.8800	PW185	Appropriated Prior Year Encumbrances - PO 17003882-R1 Houston Freightliner	102,652
2	001-0000-30300		Prior Year Unencumbered Capital - General Fund	(402,966)
2	001-7001-431.8512	ST2017	Prior Year Unencumbered Capital Asphalt Street Improvements	304,177
2	001-7001-431.8591	ST9001	Prior Year Unencumbered Capital Encumbrance Pavement Master Plan	57,351
2	001-7001-431.8597	ST9001	Prior Year Unencumbered Capital Encumbrance Friendswood Link/Whispering Pines Project Phase II	41,438
2	255-0000-30600		Prior Year Unencumbered Capital - 2017 GO Bonds	(130,629)
2	255-7001-431.8591	GO1515	Prior Year Encumbrance Blackhawk Blvd Phase II	130,629
2	401-0000-30300		Prior Year Unencumbered Capital - Water and Sewer Fund	(998,824)
2	401-7001-433.6551		Prior Year Unencumbered Capital Sewer Line Maintenance	413,074
2	401-7001-433.8582	US0802	Prior Year Unencumbered Capital Blackhawk WWTP 3rd Clarifier - Design Engineering	154,444
2	401-7001-433.8591	USL018	Prior Year Unencumbered Capital Lift Station #18 Replacement - Construction	4,451
2	401-7001-433.8591	US0802	Prior Year Unencumbered Capital WWTP Rehab	49,705
2	401-7001-433.8591	LS003	Prior Year Unencumbered Capital Lift Station #3	36,200
2	401-7001-434.8582	US0802	Prior Year Unencumbered Capital Blackhawk WWTP 3rd Clarifier Installation - Design Engineering	186,559
2	401-7001-434.8591	UW0017	Prior Year Unencumbered Capital Water Plant #2 Replacement - Construction Contract Contingency	61,393
2	401-7001-434.8591	UW0026	Prior Year Unencumbered Capital Water Plant #7 Replacement - Construction Contract Contingency	92,998
2	418-0000-30600		Prior Year Unencumbered Capital - 2006 Water and Sewer Bond Construction Fund	(6,274)
2	418-7001-433.8582	USL003	Prior Year Unencumbered Capital - Lift Station #3 Replacement - Design Engineering	6,274
2	419-0000-30600		Prior Year Unencumbered Capital - 2009 Water and Sewer Bond Construction Fund	(183,681)
2	419-7001-433.8591	UW0017	Prior Year Unencumbered Capital - Water Plant #2 Replacement - Construction & Contingency	51,500
2	419-7001-434.8591	UW0017	Prior Year Unencumbered Capital - Water Plant #2 Replacement - Construction & Contingency	132,181
2	420-0000-30600		Prior Year Unencumbered Capital - 2016 Water and Sewer Bond Construction Fund	(2,827,794)
2	420-7001-433.8800		Prior Year Unencumbered Capital - Lift Station #23 Replacement - Construction	1,462,000
2	420-7001-433.8800		Prior Year Unencumbered Capital - Blackhawk WWTP Rehab (3rd Clarifier) - Construction	1,365,794
3	401-0000-30500		Appropriate Water & Sewer Working Capital for expenditures related to Hurricane Harvey	(124,229)
3	401-2513-422.5501		Appropriate Water & Sewer Working Capital for expenditures related to Hurricane Harvey	1,047
3	401-2513-422.7971		Appropriate Water & Sewer Working Capital for expenditures related to Hurricane Harvey	123,182
4	001-0000-39370		Appropriate Capital Lease Proceeds for the Police Radio Equipment Replacements	(485,305)
4	001-2120-421.8800		Appropriate Capital Lease Proceeds for the Police Radio Equipment Replacements	485,305
5	001-2120-421.6800	8PS421	Transfer funds to Parks Facility Maintenance for the Purchase and Upgrading of Security Cameras at the PSB Building	(10,000)
5	001-0416-419.5800	8PS421	Transfer funds to Parks Facility Maintenance for the Purchase and Upgrading of Security Cameras at the PSB Building	(5,000)
5	001-0416-419.7800	8PS421	Transfer funds to Parks Facility Maintenance for the Purchase and Upgrading of Security Cameras at the PSB Building	(5,000)
5	001-6460-419.8800		Transfer funds to Parks Facility Maintenance for the Purchase and Upgrading of Security Cameras at the PSB Building	20,000
5	150-0000-30500	8PS421	Appropriate funds from Municipal Court Building Security Funds for the Purchase and Upgrading of Security Cameras at the PSB Building	(10,000)
5	150-0409-412.8800	8PS421	Appropriate funds from Municipal Court Building Security Funds for the Purchase and Upgrading of Security Cameras at the PSB Building	10,000
6	001-0000-30500	15355BLKHVK	Appropriate Funds to reimburse for Purchases of Equipment and Services to outfit Blackhawk Building for Public Works and Parks division	(6,263)
6	401-0000-30500	15355BLKHVK	Appropriate Funds to reimburse for Purchases of Equipment and Services to outfit Blackhawk Building for Public Works and Parks division	(6,263)
6	001-0416-419.5400	15355BLKHVK	Appropriate Funds to reimburse for Purchases of Equipment and Services to outfit Blackhawk Building for Public Works and Parks division	255
6	001-0416-419.5800	15355BLKHVK	Appropriate Funds to reimburse for Purchases of Equipment and Services to outfit Blackhawk Building for Public Works and Parks division	11,144
6	001-0416-419.7400	15355BLKHVK	Appropriate Funds to reimburse for Purchases of Equipment and Services to outfit Blackhawk Building for Public Works and Parks division	1,127
7	001-0000-30500	8CH419	Appropriate Additional Funds for Repairs to the Balcony at City Hall	(3,155)
7	001-6460-419.8140	8CH419	Appropriate Additional Funds for Repairs to the Balcony at City Hall	3,155
8	001-0000-31643	FCPEGREV	Appropriate PEG fee revenue for Purchase of Public Network Connectivity Equipment	(5,792)
8	001-0416-419.5800	FCPEGEXP	Appropriate PEG fee revenue for Purchase of Public Network Connectivity Equipment	5,792
9	001-0000-38630		Appropriate Donations to the Senior Activity Center Operating Budget	(5,000)
9	001-6429-452.7910		Appropriate Donations to the Senior Activity Center Operating Budget	5,000

City of Friendswood

9/10/2018

2017-18 Budget Amendment XII - Exhibit B

BA Number	Account Number	Project No.	Description	Amount
10	701-0000-30100	PK0052	Appropriate Unassigned Fund Balance for Installation of Canoe Portage	(13,852)
10	701-7001-456.8560		Appropriate Unassigned Fund Balance for Installation of Canoe Portage	13,852
10	001-0000-30500	PKSC01	Appropriate Funds from Park Scenario 1 Improvements for the Installation of Canoe Portage	(5,000)
10	001-0000-38600	PK0052	Appropriate Friendswood Rotary Donation for Installation of Canoe Portage	(5,000)
10	001-6430-456.5800	pk0052	Transfer funds from Parks division Operating Equipment to 1776 Park Trust Fund for Installation of Canoe Portage	(689)
10	001-7001-456.8560		Transfer funds from Parks division Operating Equipment to 1776 Park Trust Fund for Installation of Canoe Portage	10,689
11	401-0000-30100		Appropriate Water and Sewer Working Capital to Purchase Additional Wastewater Treatment Storage Capacity	(1,832,241)
11	401-3656-433.7473		Appropriate Water and Sewer Working Capital to Purchase Additional Wastewater Treatment Storage Capacity	1,832,241
12	001-0000-30500	Desilting	Appropriate Water and Sewer Working Capital for the Desilting Contract of the City's Sewer Lines	(696,336)
12	001-7001-431.6510	Desilting	Appropriate Water and Sewer Working Capital for the Desilting Contract of the City's Sewer Lines	696,336
13	170-0000-30100		Appropriate Unassigned Fund Balance for Asphalt Street Construction Project	(1,700,000)
13	170-7001-431.8599		Appropriate Unassigned Fund Balance for Asphalt Street Construction Project - Material Testing	49,547
13	170-7001-431.8512		Appropriate Unassigned Fund Balance for Asphalt Street Construction Project - Construction	1,590,731
13	170-7001-431.8512		Appropriate Unassigned Fund Balance for Asphalt Street Construction Project - Contingency	59,722
14	420-0000-30600	LS023	Appropriate Working Capital for Repairs to Lift Station #23	(130,700)
14	420-7001-433.8552	LS023	Appropriate Working Capital for Repairs to Lift Station #23	130,700
15	401-0000-30100		Appropriate Water & Sewer Working Capital for Design Services with the Lift Stations Platforms	(18,000)
15	401-3656-433.7800		Appropriate Water & Sewer Working Capital for Design Services with the Lift Stations Platforms	18,000
16	001-0000-30500		Appropriate Unassigned General Fund Balance for Chapter 380 Economic Development Grant with Familia Nunez Restaurants, Inc	(12,000)
16	001-0303-419.7921		Appropriate Unassigned General Fund Balance for Chapter 380 Economic Development Grant with Familia Nunez Restaurants, Inc	12,000
17	401-0000-30100		Appropriate Water & Sewer Working Capital to cover the Increase in Credit Card Fees	(30,000)
17	401-0401-415.7800		Appropriate Water & Sewer Working Capital to cover the Increase in Credit Card Fees	30,000
18	401-0000-30100		Appropriate Water & Sewer Working Capital to cover the increase in Real and Personal Property Insurance	(14,476)
18	401-0411-415.7332		Appropriate Water & Sewer Working Capital to cover the increase in Real and Personal Property Insurance	14,476
19	164-0000-30100		Appropriate 2016 Net Bond Proceeds For the Change Order with Matula & Matula Construction for Old City Park	(81,628)
19	164-7001-456.8230	GO1514	Appropriate 2016 Net Bond Proceeds For the Change Order with Matula & Matula Construction for Old City Park	81,628
20	401-0000-30100		Appropriate Water & Sewer Working Capital for Blackhawk Facility	(20,310)
20	401-9002-491.9110		Transfer appropriation to the General Fund for Blackhawk Facility	20,310
20	001-0000-39137		Transfer appropriation to the General Fund for Blackhawk Facility	(20,310)
20	001-0000-30500		Appropriate Unassigned General Fund Balance for Blackhawk Facility	(20,310)
20	001-6460-419.6610	15355BLKHVK	Appropriate Unassigned General Fund Balance for Electrical and Plumbing Services at the Blackhawk Facility	15,000
20	001-6460-419.6600	15355BLKHVK	Appropriate Unassigned General Fund Balance for service agreement on the Air Conditioning Units at the Blackhawk Facility	25,620
21	001-0000-38310	17EMHARVEY	Reimburse General Fund Balance with Insurance Reimbursement from TML for Stevenson Park Playground Equipment	(79,322)
21	001-0000-30500		Reimburse General Fund Balance with Insurance Reimbursement from TML for Stevenson Park Playground Equipment	79,322



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: September 5, 2018

Dept. Clearances: MK

Prepared by: GCF

Subject: Schedule Special Meetings

Originating Department: CMO

City Attorney Review: N/A

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

If Council proposes a tax rate that is greater than the effective rate or the rollback rate (whichever is lower), we will have additional publication and hearing requirements. To meet an adoption date of October 1, 2018, we would need to hold public hearings on September 19 and September 24.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Meets Truth in Taxation meeting requirements for Tax Rate Public Hearings.

RECOMMENDATIONS

ATTACHMENTS

None



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 2018

Date Submitted: July 24, 2018 Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Disposal of Police Vehicles

Originating Department: Police City Attorney Review: NA

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The police department has one decommissioned police vehicles (P269) that it presents for disposal. The department will dispose of the vehicle through services provided by Houston Auto Auction. The vehicle has been in service for the past 8 years and currently has over 100,000 miles. The vehicle is out of service and needs some costly repairs. Costs associated with keeping the vehicle suitable for service are high, making the most cost effective solution to auction the vehicle. P269 was replaced in FY 2017. The vehicle will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

P269 2011 Chevrolet Tahoe 1GNLC2E0XBR200236 127,523

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of P269 will be deposited into the VRF.

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of this asset in the manner described above.

ATTACHMENTS

None



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 2018

Date Submitted: August 6, 2018

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Friendswood Animal Control Art Donation

Originating Department: Police Department

City Attorney Review: mkf

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

On August 3rd, Art Friends of Downtown Friendswood voted unanimously to donate a sculpture to the Friendswood Animal Control facility. The sculpture is made out of Cor-Ten Steel and measures 6'9" H x 8' W x 9" D. It depicts a dog and a cat and is valued at approximately \$5,300. The artist for this 3D sculpture is Dale Rogers.

Art Friends of Downtown Friendswood uses the following criteria for its public art selection: 1) Artistic excellence; 2) Ability to relate to the site in which it is placed; 3) Artist's level of experience with projects similar in scope; 4) Artist's knowledge of and experience with fabrication and installation; 5) Ability of the art piece to communicate the culture of the community; 6) Realistic budget for the work, quality, permanence and safety of the art; and 7) Safety issues with respect to public interaction with sculpture.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Acceptance of this donation would enhance the attractiveness of the Animal Control facility; attract citizens and volunteers to the facility; and increase public awareness about the facility. This 3D sculpture is similar in craftsmanship to a piece of artwork set to be delivered to the entrance to Stevenson Park.

RECOMMENDATIONS

Staff recommends Council approval for acceptance of the sculpture donation and authorize staff to properly mount the art piece in front of the Animal Control facility.

ATTACHMENTS

[Dog Cat Sculpture Photo](#)





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: August 27, 2018

Dept. Clearances: CM

Prepared by: GCF

Subject: Approve appointment of City representative to the Local Board of Trustees for the Texas Emergency Services Retirement System

Originating Department: CMO

City Attorney Review: N/A

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:
Appropriation Required: Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

City Council approved Resolution R98-7 in March of 1998 which was the official action indicating the City's decision to participate in the Texas Emergency Services Retirement Fund. This fund, formerly known as the Texas Statewide Volunteer Fire Fighters' Retirement Fund, provides retirement, disability and death benefits for volunteer fire fighters. Our emergency medical service volunteers are also covered in this plan, as they are members of the Friendswood Volunteer Fire Department.

Participation in the TES Retirement Fund requires that a local board of trustees be formed. The local board is composed of "(1) one representative selected by the governing body; (2) five members of the local fire department chosen by a majority of fire fighters in qualified service; and (3) two tax-paying voters who are chosen by the other members of the board."

RECOMMENDATIONS

Appoint the City Manager as the representative selected by the governing body.

ATTACHMENTS

[R98-7](#)

RESOLUTION NO. R98-7

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, ELECTING TO PARTICIPATE IN THE TEXAS STATEWIDE EMERGENCY SERVICES RETIREMENT FUND, TEXAS REVISED CIVIL STATUTES 6243E.3; AND REPEALING RESOLUTION NO. 77-8 WHICH EXEMPTED THE CITY FROM THIS PROGRAM.

* * * *

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

Section 1. The City of Friendswood, Texas, by and through its governing body, elects to, and does hereby elect to participate in the Texas Statewide Emergency Services Retirement Fund, Texas Civil Revised Statutes 6243e.3 (the "Act").

Section 2. The City Council of the City of Friendswood, Texas, does hereby authorize the Mayor to execute the Contract with the Fire Fighters' Pension Commission, a true and correct copy of which is attached hereto and incorporated herein by reference.

Section 3. The City Council agrees to include in the annual budget and fund contributions to the Texas Statewide Emergency Services Retirement Fund as required by state law, to transfer any funds required to be merged or transferred by state law, until such time as a majority of the Fire Department and City Council may elect to remove the City from the provisions of the Act. The City Council hereby appoints the Board of Trustees of the Emergency Services Personnel Retirement Fund S.B. 411 of Friendswood, Texas as listed on page 2 of the attached Contract.

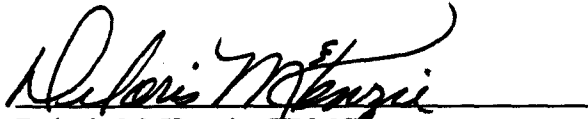
Section 4. Resolution No. 77-8, passed and approved on the 26th day of September 1977, exempting the City of Friendswood from participation in the Act's retirement fund, is hereby repealed and rescinded and is of no further force and effect.

PASSED AND APPROVED this 2nd day of March 1998.



Harold L. Whitaker
Mayor

ATTEST



Deloris McKenzie, TRMC
City Secretary

To: The Fire Fighters' Pension Commission
P.O. Box 12577
Austin, TX 78711

FP 102
Merging Department
Revised 9-1-97

TEXAS STATEWIDE EMERGENCY SERVICES RETIREMENT FUND
CONTRACT WITH THE

Friendswood Volunteer Fire DEPARTMENT
IN Friendswood, TEXAS



Complying with the provisions of the Texas Statewide Emergency Services Retirement Fund S.B. 411, Acts of the 65th Legislature, Regular Sessions, 1977, we wish to advise that:

1. The Friendswood Volunteer Fire Department in Friendswood Texas held a meeting on February 24, 19 98, and has decided to participate under the provisions of the above Act beginning on April 1, 19 98. (Effective date of entry.)

2. Contributions by the governing body are to be made payable to the "Emergency Services Personnel Retirement Fund S.B. 411" and mailed to the Fire Fighters' Pension Commission. The contributions are to be paid in advance, at least annually, as required by the provisions of S.B. 411.

a. Dues of \$ 12.00 per month will be made in behalf of each participating member, to be paid in advance and at least annually.

b. The lump-sum amount of prior service is \$ ~~132,000~~ 132,022.00 *HW ER*

A 3 year payout has been chosen to fund the above prior service accounting to the provisions in Section 11 of the Act under S.B. 411. An interest rate of -0- % has been assumed in the 10 and 20 year payout method to be actuarially sound. The 3 year payout is interest free.

An amount of \$ ~~11,500~~ 44,007.33 *33/34 ER HW* will be paid into the "Emergency Services Personnel Retirement Fund S.B. 411" per year for the duration of the above prior service period chosen. The payments are to be made at least annually. Based on 80 qualified firemen.

c. An amount of at least \$300/year/retiree and \$200.04/year/spouse will be paid into the "Emergency Services Personnel Retirement Fund S.B. 411" for retirees and spouses merging from the Texas Local Fire Fighters' Retirement Act pension system (formerly H.B. 258), according to the provision in Section 11 (g) of the Act under S.B. 411. Retirees will be paid \$ N/A /year. Spouses \$ N/A /year.

3. A merging department must transfer the funds in it's local pension fund account to the S.B. 411 system. The N/A department has \$ N/A in its local pension fund. This amount may be used to pay the cost of prior service and/or Texas Local Fire Fighters' Retirement Act pension system (formerly H.B. 258) costs until it is exhausted. Any interest earned on this transfer after the date of entry into S.B. 411 belongs to the pension fund. The department wishes to use it's local pension fund to pay N/A

4. The governing entity understands it is responsible for the payment of Texas Local Fire Fighters' Retirement Act pensions when the transfer is exhausted.

5. The membership understands that the signing of this contract rescinds any exemption from the pension law enacted by the governing body and that the department will be bound by Section 12 of the law should it wish to withdraw from the system.

6. Entities that have not participated in a pension system prior to entering S.B. 411 understand that they are bound to the same requirements of the law as are departments which previously belonged to the TLFFRA pension plan.

The membership of the Board of Trustees of the Emergency Services Personnel Retirement Fund S.B. 411 of Friendswood, Texas has been duly organized in accordance with the provisions of the Act under S.B. 411 and is composed of the following officials and members of the department.

1. Ronald E. Cox
Signature - Representative, Governing Body
2. Lisa M. Camp
Signature - Member, Emergency Services Dept.
3. Dan Key
Signature - Member, Emergency Services Dept.
4. Mark A. Turvey
Signature - Member, Emergency Services Dept.
5. B.R. Baust Sr.
Signature - Member, Emergency Services Dept.
6. Mark Garvin
Signature - Member, Emergency Services Dept.
7. _____
Signature - Resident of Political Subdivision
8. _____
Signature - Resident of Political Subdivision

- Ronald E. Cox
(Name printed or typed)
- Lisa Camp
(Name printed or typed)
- Dan Key
(Name printed or typed)
- Mark Turvey
(Name printed or typed)
- Roger Baust
(Name printed or typed)
- Mark Garvin
(Name printed or typed)
- _____
(Name printed or typed)
- _____
(Name printed or typed)

Respectfully submitted:
(Must have at least one signature)

Harold L. Whitaker
Mayor (if applicable) Harold L. Whitaker
March 2, 1998

Approved By:

Mari E. Sandefur
Commissioner

3-13-98
Date

County Judge (if applicable)

District President (if applicable)

(Seal of Governing Body)



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 10, 2018

Date Submitted: August 31, 2018

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: American Tower/T-Mobile West LLC to make alterations to the tower located at 1306 Deepwood Dr.

Originating Department: CDD

City Attorney Review: Yes

Proceeding: Consent Agenda Item – Mayor's signature

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

A representative of American Tower, Sarah Jackson, is requesting authorization for T-Mobile West LLC to perform work on the existing tower located at near the old Public Works building at 1306 Deepwood Dr.

The scope of work will be:

- Install a new 25kw diesel generator and 240 gallon fuel tank on slab within the lease area
- Install new automatic transfer switch
- Remove 1 Existing cabinet on platform
- Remove 6 antennas on tower
- Remove 6 radios on tower
- Install 3 new antennas on tower
- Install 9 radios & 1 COVP 9 Hybrid Cable

After this authorization, T-Mobile will be required to obtain the required building permits to conduct the work.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The tower is existing and during the permitting phase, staff will ensure that building code requirements are met.

RECOMMENDATIONS

Staff does not have any issue with the proposed changes and will ensure that building code and flood ordinance requirements are met.

ATTACHMENTS

[Letter for Mayor Signature](#)

[T-Mobile West LLC Construction Drawings](#)



VIA Email, aharbin@friendswood.com:

August 23, 2018

City of Friendswood
Attn: Administrative Services
910 South Friendswood Dr.
Friendswood, TX 77546

**RE: License Agreement dated May 4, 2001 (the “Lease”)
T-Mobile at Friendswood Coward Creek - Site #36189 / Project #OAA736251
Communications Facility located at 1306 Deepwood Drive, Friendswood, TX (the “Site”)
Request for Consent for Alterations**

Dear Landlord:

The purpose of this letter is to request your consent to a proposed modification of equipment by **T-Mobile West LLC** its successors, assigns, parents, affiliates, related entities and subsidiaries (herein “**T-Mobile**”) at the Site operated by American Tower located on your property.

T-Mobile proposes to modify their equipment at the Site above and we are requesting your approval as required pursuant to the Lease. **T-Mobile** is planning to install a 4x9 generator within the leased area. We are notifying you of this modification as is required by the Lease.

Please acknowledge your approval to **T-Mobile’s** equipment modification by signing and dating the two (2) enclosed originals as provided in the space on the following page and returning one immediately.

Please keep the other original for your records. Alternatively, you can scan and email a PDF copy to EMAIL. If you have any questions, please do not hesitate to call me at 781-428-7304.

Thank you for your attention to this matter.

Sincerely,

Sarah Jackson

Sarah Jackson
Project Manager
American Tower Corporation
Sarah.jackson@americantower.com

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



I acknowledge and agree to the proposed equipment installation/modification by **T-Mobile** its successors, assigns, parents, affiliates and subsidiaries, and at the Site referenced below. This consent shall apply to any and all approvals and notices related to the installation of **T-Mobile** its successors, assigns, parents, affiliates and subsidiaries, at the tower Site including, but not limited to, notice of construction, construction approvals.

Signature: _____

Print: _____

Title: _____

Date: _____

**RE: License Agreement dated May 4, 2001 (the "Lease")
T-Mobile at Friendswood Coward Creek - Site #36189 / Project #OAA736251
Communications Facility located at 1306 Deepwood Drive, Friendswood, TX (the "Site")
Request for Consent for Alterations**

T-Mobile

2018 GENERATOR ADD - CAPACITY AWS3

ATC SITE NAME / NUMBER

FRIENDSWOOD COWARD CREEK / 36189

T-MOBILE SITE NAME / NUMBER

ATDC/PUBLIC WORKS / A3B0115D

SITE ADDRESS

1306 DEEPWOOD DRIVE

FRIENDSWOOD, TX 77546-4900

GALVESTON COUNTY

PLANS PREPARED FOR:

T-Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:



ALLPRO
CONSULTING GROUP, INC.

9221 LYNDON B. JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCG.COM
FIRM REGISTRATION # 6242
ACG# 18-3843

MLA PARTNER:



AMERICAN TOWER

8505 FREEPORT PARKWAY
IRVING, TX 75063

ENGINEERING LICENSE:

PRELIMINARY -
NOT FOR CONSTRUCTION

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF SPRINT AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF SPRINT.

REVISIONS:		DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW			08/14/18	MM	A

SITE NUMBER:

A3B0115D

ATC SITE NAME:

FRIENDSWOOD
COWARD CREEK

ATC SITE No:

36189

SITE ADDRESS:

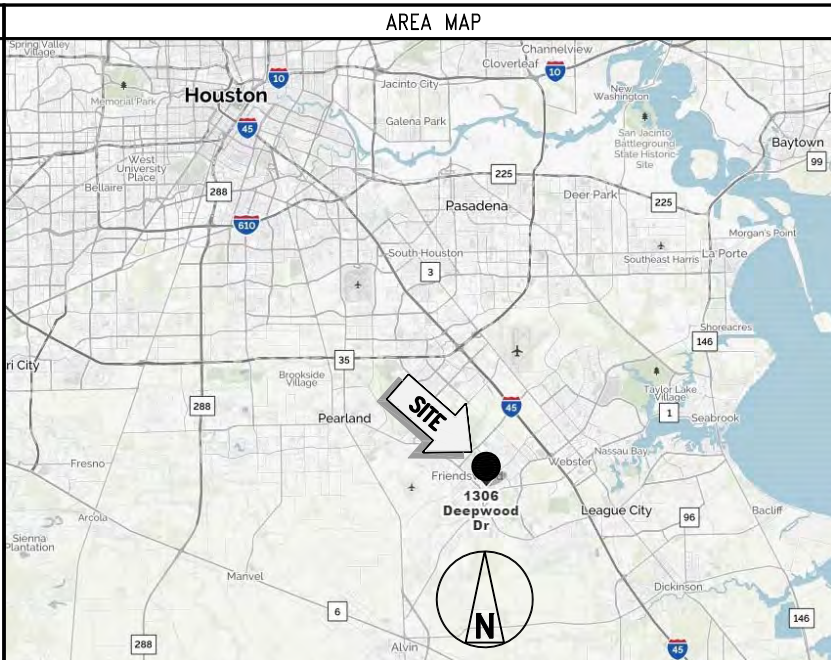
1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

TITLE SHEET

SHEET NUMBER:

T-1

AREA MAP		PROJECT SCOPE		DRAWING INDEX																																									
		THE PROPOSED PROJECT SCOPE WILL CONSIST OF INSTALLING A NEW DIESEL GENERATOR AND TANK ON A SLAB FOR AN EXISTING TELECOM BASE STATION. NO SIGNIFICANT GRADING REQUIRED. THE PROPOSED CONSTRUCTION WILL REQUIRE THE EXPANSION OF THE EXISTING FENCE LINE AND TOWER SITE LEASE AREA. THE PROPOSED SCOPE WILL REQUIRE NEW AC ELECTRICAL WORK, BUT NO NEW AC POWER SERVICE FROM THE UTILITY. 1. INSTALL (1) NEW 25KW DIESEL GENERATOR (MODEL # RD025) WITH 240 GALLON FUEL TANK ON EXISTING PLATFORM 2. INSTALL (1) NEW AUTOMATIC TRANSFER SWITCH 3. REMOVE (1) EXISTING CABINET ON PLATFORM 4. REMOVE (6) ANTENNAS ON TOWER 5. REMOVE (6) RADIOS ON TOWER 6. INSTALL (3) NEW ANTENNAS ON TOWER 7. INSTALL (9) RADIOS & (1) COVP (1) HYBRID CABLE		<table><tr><th>SHEET NO:</th><th>SHEET TITLE</th><th>ENGINEER</th></tr><tr><td>T-1</td><td>TITLE SHEET</td><td></td></tr><tr><td>GN-1</td><td>GENERAL NOTES</td><td></td></tr><tr><td>GN-2</td><td>GENERAL NOTES</td><td></td></tr><tr><td>A-1</td><td>SITE PLAN</td><td></td></tr><tr><td>A-2</td><td>SITE EQUIPMENT PLAN</td><td></td></tr><tr><td>A-3</td><td>EQUIP PLATFORM ELEVATION</td><td></td></tr><tr><td>A-3A</td><td>TOWER ELEVATION & ANTENNA LAYOUT</td><td></td></tr><tr><td>A-4</td><td>DETAILS</td><td></td></tr><tr><td>A-5</td><td>DETAILS</td><td></td></tr><tr><td>E-1</td><td>A/C POWER PANEL DETAIL</td><td></td></tr><tr><td>S-1</td><td>GENERATOR SPECIFICATIONS</td><td></td></tr><tr><td>S-2</td><td>GENERATOR, ATS & LOADCENTER SPECIFICATIONS</td><td></td></tr></table>			SHEET NO:	SHEET TITLE	ENGINEER	T-1	TITLE SHEET		GN-1	GENERAL NOTES		GN-2	GENERAL NOTES		A-1	SITE PLAN		A-2	SITE EQUIPMENT PLAN		A-3	EQUIP PLATFORM ELEVATION		A-3A	TOWER ELEVATION & ANTENNA LAYOUT		A-4	DETAILS		A-5	DETAILS		E-1	A/C POWER PANEL DETAIL		S-1	GENERATOR SPECIFICATIONS		S-2	GENERATOR, ATS & LOADCENTER SPECIFICATIONS	
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NEW ANTENNA		GROUT OR PLASTER
EXISTING ANTENNA		(E) BRICK
GROUND ROD		(E) MASONRY
GROUND BUS BAR		CONCRETE
MECHANICAL GRND. CONN.		EARTH
CAD WELD		GRAVEL
GROUND ACCESS WELL		PLYWOOD
ELECTRIC BOX		SAND
TELEPHONE BOX		WOOD CONT.
LIGHT POLE		WOOD BLOCKING
FND. MONUMENT		STEEL
SPOT ELEVATION		CENTERLINE
SET POINT		PROPERTY/LEASE LINE
REVISION		MATCH LINE
GRID REFERENCE		WORK POINT
DETAIL REFERENCE		GROUND CONDUCTOR
ELEVATION REFERENCE		BELOW GRADE TELEPHONE CONDUIT
		BELOW GRADE ELECTRICAL CONDUIT
		COAXIAL CABLE
		OVERHEAD ELECTRIC/TELEPHONE CONDUCTORS
		CHAIN LINK FENCING

1 PROJECT SYMBOLS

SCALE: NTS

1. REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

2. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.

3. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.

4. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.

5. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SFOCIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.

6. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL OUPS AT (800) - 362-2764 FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.

7. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.

8. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.

9. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.

10. ALL EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

11. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.

2 GENERAL NOTES

SCALE: NTS

ABV.	ABOVE
ADD'L	ADDITIONAL
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
ALUM.	ALUMINUM
ALT.	ALTERNATE
ANT.	ANTENNA
APPRX.	APPROXIMATE(LY)
ARCH.	ARCHITECT(URAL)
AWG.	AMERICAN WIRE GAUGE
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BM	BEAM
BTGW.	BARE TINNED COPPER WIRE
B.O.F.	BOTTOM OF FOOTING
BU	BACK-UP CABINET
CAB.	CABINET
CANT.	CANTILEVER(ED)
C.I.P.	CAST IN PLACE
CLG.	CEILING
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION(OR)
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
DBL.	DOUBLE
DEPT.	DEPARTMENT
DIA.	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DWG.	DRAWING(S)
DWL.	DOWEL(S)
EA.	EACH
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EMT.	ELECTRICAL METALLIC TUBING
ENG.	ENGINEER
EQ.	EQUAL
EXP.	EXPANSION
EXIST.(E)	EXISTING
EXT.	EXTERIOR
FAB.	FABRICATION(OR)
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
FIN.	FINISH(ED)
FLR.	FLOOR
FDN.	FOUNDATION
F.O.C.	FACE OF CONCRETE
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
F.O.W.	FACE OF WALL
F.S.	FINISH SURFACE
FT.(')	FOOT(FEET)
FTG.	FOOTING
G.	GROWTH (CABINET)
GA.	GAUGE
GI.	GALVANIZE(D)
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER
GPS	GLOBAL POSITIONING SYSTEM
GND.	GROUND
HGR.	HANGER
HT.	HEIGHT

ICGB.	ISOLATED COPPER GROUND BUS
IN.(')	INCH(ES)
INT.	INTERIOR
LB.(#)	POUND(S)
L.F.	LINEAR FEET (FOOT)
L.	LONG(ITUDINAL)
MAS.	MASONRY
MAX.	MAXIMUM
MDCMC	METRICOM DESIGNATED CONSTRUCTION MANAGEMENT & CONTRACTING MECHANICAL MANFOACTURER
MECH.	MECHANICAL
MFR.	MANFOACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MTL.	METAL
(N)	NEW
NO.(#)	NUMBER
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
OPNG.	OPENING
PCS	PERSONAL COMMUNICATION SERVICES
PLY.	PLYWOOD
PRC	PRIMARY RADIO CABINET
P.S.F.	POUNDS PER SQUARE FOOT
P.S.I.	POUNDS PER SQUARE INCH
P.T.	PRESSURE TREATED
PWR.	POWER (CABINET)
QTY.	QUANTITY
RAD.(R)	RADIUS
REF.	REFERENCE
REINF.	REINFORCEMENT(ING)
REQD.	REQUIRED
RGS.	RIGID GALVANIZED STEEL
SCH.	SCHEDULE
SH.T.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION(S)
SQ.	SQUARE
S.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
TEMP.	TEMPORARY
THK.	THICK(NESS)
T.O.A.	TOP OF ANTENNA
T.O.C.	TOP OF CURB
T.O.F.	TOP OF FOUNDATION
T.O.P.	TOP OF PLATE (PARAPET)
T.O.S.	TOP OF STEEL
T.O.W.	TOP OF WALL
TYP.	TYPICAL
U.G.	UNDER GROUND
U.L.	UNDERWRITERS LABORATORY
U.N.O.	UNLESS NOTED OTHERWISE
V.I.F.	VERIFY IN FIELD
W	WIDE(WIDTH)
W	WITH
W	W/
WAP.	WIRED ACCESSED POINT
WCS	WIRELESS COMMUNICATION SERVICE
WT.	WEIGHT
℄	CENTERLINE
℄	PLATE

3 PROJECT ABBREVIATIONS

SCALE: NTS

12. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.

13. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.

14. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.

15. THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR COVERING THE AREA WITH 6 MIL. VISQUENE (1" OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 6" OF 3/4" CRUSHED STONE-NO FINES.

16. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SO THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE.

17. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED.

18. GC TO HIRE PUBLIC & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.

19. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION

PLANS PREPARED FOR:

T

Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:

9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-321-4893
FAX: 972-364-9375
WWW.ALLPROCS.COM
FIRM REGISTRATION # 8242
ACGIF 18-3843

MLA PARTNER:

AMERICAN TOWER

8505 FREEPORT PARKWAY
IRVING, TX 75063

ENGINEERING LICENSE:

PRELIMINARY -
NOT FOR CONSTRUCTION

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REVISIONS:		DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW			08/14/18	MM	A

SITE NUMBER:

A3B0115D

ATC SITE NAME:

FRIENDSWOOD
COWARD CREEK

ATC SITE No:

36189

SITE ADDRESS:

1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

GENERAL NOTES

SHEET NUMBER:

GN-1

GENERAL NOTES:

1. OWNER FURNISHED MATERIALS, T-MOBILE "THE COMPANY" WILL PROVIDE AND THE CONTRACTOR WILL INSTALL:

- A. BTS EQUIPMENT FRAME (PLATFORM) AND ICEBRIDGE SHELTER (GROUND BUILD/CO-LOCATE ONLY)
- B. AC/TELCO INTERFACE BOX(PPC)
- C. ICE BRIDGE (CABLE TRAY WITH COVER) (GROUND BUILD/CO-LOCATE ONLY, GC TO FURNISH AND INSTALL FOR ROOFTOP INSTALLATION)
- D. TOWERS, MONOPOLE
- E. TOWER LIGHTING
- F. GENERATORS & DIESEL TANK
- G. ANTENNA STANDARD BRACKETS, FRAMES, AND PIPES FOR MOUNTING.
- H. ANTENNAS (INSTALLED BY OTHERS)
- I. TRANSMISSION LINE
- J. TRANSMISSION LINE JUMPERS
- K. TRANSMISSION LINE CONNECTORS WITH WEATHERPROOFING KITS
- L. TRANSMISSION LINE GROUND KITS
- M. HANGERS
- N. HOISTING GRIPS
- O. BTS EQUIPMENT

2. CONTRACTOR TO FURNISH AND INSTALL THE FOLLOWING:

THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS. IT IS THE POSITION OF T-MOBILE TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.

3. T-MOBILE FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE T-MOBILE WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNCRATED, PROTECTED AND INSTALLED BY THE

CONTRACTOR WITH ALL APPURTENCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING UP.

4. ALL EQUIPMENT FURNISHED AND WORK PERFORMED UNDER THE CONTRACT DOCUMENTS SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS NOTED OTHERWISE. ANY FAILURE OF EQUIPMENT OR WORK DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.

5. ALL WORK, MATERIAL, AND EQUIPMENT SHALL COMPLY WITH ALL REQUIREMENTS OF THE LATEST EDITIONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRICAL SAFETY CODE, OSHA, AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. ALL ELECTRICAL EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW (EXCEPT WHERE OTHERWISE NOTED) AND SHALL COMPLY WITH THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES (U.L.) AND BEAR THE U.L. LABEL.

6. T-MOBILE OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER.

7. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING STRUCTURES DURING CONSTRUCTION. FIELD VERIFY ALL EXISTING DIMENSIONS WHICH AFFECT THE NEW CONSTRUCTION.

8. THE CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY OF THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. ANY WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION AND TEST SHALL BE UNCOVERED AT THE CONTRACTOR'S EXPENSE; AFTER IT HAS BEEN INSPECTED, THE CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.

9. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER (T-MOBILE) ASSUME NO RESPONSIBILITY WHATEVER AS TO THE SPOFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES.

GENERAL NOTES (CONT'D):

10. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.

11. CONTRACTORS SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WEEDS, BRUSH, OR ANY OTHER DEPOSITS REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.

12. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

13. DURING CONSTRUCTION, THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT ANY SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 72 HOURS IN ADVANCE. ANY INTERRUPTION SHALL BE MADE WITH A MINIMUM AMOUNT OF INCONVENIENCE TO THE BUILDING/PROPERTY OWNER AND ANY SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY OWNER.

14. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION.

15. CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS BUILT DRAWINGS TO T-MOBILE'S PROJECT ENGINEER.

16. GC WILL NOT START THE CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PROJECT MANAGER.

DIVISION 2 - SITE WORK:

1. THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE PROJECT MANAGER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT LIMITED TO:

- A. FALL PROTECTION
- B. CONFINED SPACE
- C. ELECTRICAL SAFETY
- D. TRENCHING AND EXCAVATION

2. REMOVE FROM SITE/OWNER'S PROPERTY ALL WASTE MATERIALS, UNUSED EXCAVATED MATERIAL INCLUDING MATERIAL CLASSIFIED UNSATISFACTORY, CONTAMINATED OR DANGEROUS TRASH AND DEBRIS, AND DISPOSE OF IN A LEGAL MANNER.

3. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.

4. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH

5. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, AS REQUIRED DURING CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING. CONTRACTOR SHALL ESTABLISH GRADE AND LINE STAKES PRIOR TO CONSTRUCTION.

CONCORDIA DOES NOT GUARANTEE OR WARRANT THAT THE AFOREMENTIONED EASEMENTS ARE SUFFICIENT FOR CONSTRUCTION TRAFFIC. GC SHALL CONSULT WITH A T-MOBILE REPRESENTATIVE AND LANDLORD WITH EXACT LOGISTICS TO FACILITATE CONTRACTIBILITY OF THE SITE AND DELIVERY OF CRITICAL MATERIALS SUCH AS THE TOWER, STEEL, CONCRETE AND CRANES TO THE NEW LEASE AREA. GC SHALL RESTORE SITE TO ORIGINAL CONDITIONS AND REPLACE ANY AND ALL DISTURBED TREES OR LANDSCAPING.

CONCORDIA IS NOT RESPONSIBLE FOR THE MAINTENANCE AND/OR OPERATIONAL FEASIBILITY.

SCOPE OF WORK FOR THESE PLANS DOES NOT INVOLVE VALUE ENGINEERING AS WELL AS MAINTAINABILITY OPERATIONS OF THE SITE, ACCESS OR UTILITIES.

DIVISION 3 - CONCRETE:

1. MINIMUM ALLOWABLE CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS METHODS STANDARDS ASTM C172, ASTM C31 AND ASTM C39 UNLESS OTHERWISE NOTED.

2. CONCRETE FOR ALL FOUNDATIONS: 540 LBS PER CUBIC YARD OF CONCRETE MINIMUM CEMENT CONTENT FOR 1-INCH MAXIMUM SIZE AGGREGATE, SLUMP RANGE 3 INCHES TO 5 INCHES, TOTAL AIR CONTENT 4 PERCENT TO 7 PERCENT BY VOLUME. AIR ENTRAINING ADMIXTURE REQUIRED TO CONTROL TOTAL AIR CONTENT, WATER REDUCING ADMIXTURE PERMITTED TO OBTAIN SLUMP OVER 3 INCHES.

3. ALL CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI 318) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND (ACI 301) STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE.

4. REBARS SHALL BE ASTM A-615 DEFORMED TYPE WITH MINIMUM YIELD STRENGTH OF 60,000 PSI (40,000 PSI GRADE MAY BE USED FOR TIES & STIRRUPS).

WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.

5. DETAILING SHALL BE IN ACCORDANCE WITH MANUAL OF STANDARD PRACTICE OF DETAILING REINFORCED CONCRETE STRUCTURES (ACI STD-315 LATEST EDITION).

6. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4".UNLESS OTHERWISE NOTED.

7. REINFORCING STEEL SHALL BE ACCURATELY PLACED AND ADEQUATELY SECURED IN POSITION. LOCATION OF REINFORCEMENT SHALL BE INDICATED ON THE DRAWINGS. THE FOLLOWING MINIMUM COVER (INCHES) FOR REINFORCEMENT SHALL BE PROVIDED, EXCEPT AS NOTED ON DRAWINGS.

MINIMUM COVER (INCHES)
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ... 3"
EXPOSED TO EARTH OR WEATHER:
#6 THROUGH #18 ... 2"
#5 BAR AND SMALLER ... 1-1/2"

8. TESTS
CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER AS THE WORK PROGRESSES. FAILURE TO DETECT ANY DEFECTIVE WORK OR MATERIAL SHALL NOT IN ANY WAY PREVENT LATER REJECTION WHEN SUCH DEFECT IS DISCOVERED NOR SHALL IT OBLIGATE THE ENGINEER FOR FINAL ACCEPTANCE.

A. FIVE CONCRETE TEST CYLINDERS SHALL BE TAKEN OF THE TOWER PIER FOUNDATION. TWO SHALL BE TESTED @ THREE DAYS, TWO @ TWENTY-EIGHT DAYS. THE FIFTH CYLINDER SHALL BE KEPT SEPARATELY, IF REQUIRED TO BE USED IN THE FUTURE.

B. ONE ADDITIONAL TEST CYLINDER SHALL BE TAKEN DURING COLD WEATHER AND CURED ON SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.

C. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.

9. PLACING CONCRETE

A. THE ENGINEER SHALL BE NOTIFIED NOT LESS THAT 24 HOURS IN ADVANCE OF CONCRETE PLACEMENT, UNLESS INSPECTION IS WAIVED IN EACH CASE, PLACING OF CONCRETE SHALL BE PERFORMED ONLY IN THE PRESENCE OF THE ENGINEER. CONCRETE SHALL NOT BE PLACED UNTIL ALL FORMWORK, EMBEDDED PARTS, STEEL REINFORCEMENT, FOUNDATION SURFACES AND JOINTS INVOLVED IN THE PLACING HAVE BEEN APPROVED, AND UNTIL FACILITIES ACCEPTABLE TO THE T-MOBILE REPRESENTATIVE HAVE BEEN PROVIDED AND MADE READY FOR ACCOMPLISHMENT OF THE WORK AS SPECIFIED. CONCRETE MAY NOT BE ORDERED FOR PLACEMENT UNTIL ALL ITEMS HAVE BEEN APPROVED AND T-MOBILE HAS PERFORMED A FINAL INSPECTION AND GIVEN APPROVAL TO START PLACEMENT IN WRITING.

B. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301.

10. PROTECTION

A. IMMEDIATELY AFTER PLACEMENT, THE CONTRACTOR SHALL PROTECT THE CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. FINISHED WORK SHALL BE PROTECTED.

B. CONCRETE SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

C. ALL CONCRETE SHALL BE WATER CURED BY CONTINUOUS (NOT PERIODIC) FINE MIST SPRAYING OR SPRINKLING ALL EXPOSED SURFACES. WATER SHALL BE CLEAN AND FREE FROM ACID, ALKALI, SALTS, OIL SEDIMENT, AND ORGANIC MATTER. SUCCESSFUL CURING SHALL BE OBTAINED BY USE OF AN AMPLE WATER SUPPLY UNDER PRESSURE IN PIPES, WITH ALL NECESSARY APPLIANCES OF SPRINKLERS, AND SPRAYING DEVICES.

ELECTRICAL NOTES:

1. ELECTRICAL DESIGN SHALL BE PERFORMED BY ELECTRICAL CONTRACTOR. STRUCTURAL DESIGN SHALL BE PERFORMED BY GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL ENSURE THAT ALL WORK COMPLIES WITH ALL APPLICABLE LOCAL AND STATE CODES AND NATIONAL ELECTRICAL CODE.

2. CONTRACTOR SHALL FIELD LOCATE ALL BELOW GRADE GROUND LINES AND UTILITY LINES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ALL UTILITIES AND GROUND LINES THAT MAY BECOME DISTURBED OR CONFLICTING IN THE COURSE OF CONSTRUCTION.

DIVISION 5 - STRUCTURAL STEEL:

1. DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE LATEST AISC MANUAL OF STEEL CONSTRUCTION (ASD), AWS D1.1, AND THE BASIC BUILDING CODE. STRUCTURAL STEEL SHALL BE AS FOLLOWS:

A. ASTM A36, GRADE 36; ROLLED STEEL, RODS, PLATES, U-BOLTS AND ANCHOR BOLTS.

B. ASTM A325 BOLTS, BEARING TYPE

C. ALL STEEL SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123.

2. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTIL ALL CONNECTIONS ARE COMPLETE.
3. ANY FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE ENGINEER, AND T-MOBILE PROJECT MANAGER IN WRITING

4. TIGHTEN HIGH STRENGTH BOLTS TO A SNUG TIGHT CONDITION WHERE ALL PLIES IN A JOINT ARE IN FIRM CONTACT BY EITHER

A. A FEW IMPACTS OF A IMPACT WRENCH
B. THE FULL EFFORT OF A PERSON USING A SPUD WRENCH.

5. WELDING

A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS. CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE FOR ENGINEER'S AND/OR OWNER'S REVIEW IF REQUESTED.

B. WELDING ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING SHALL CONFORM TO ASTM A-233, E70 SERIES. BARE ELECTRODES AND GRANULAR FLUX USED IN THE SUBMERGED ARC PROCESS SHALL CONFORM TO AISC SPECIFICATIONS

C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS VISUAL INSPECTION IS ACCEPTABLE.

6. PROTECTION

A. UPON COMPLETION OF ERECTION INSPECT ALL GALVANIZED STEEL AND PAINT ANY FIELD CUTS, WELDS, OR GALVANIZED BREAKS WITH ZINC BASED PAINT, COLOR TO MATCH THE GALVANIZING PROCESS.

DIVISION 13 - SPECIAL CONSTRUCTION
ANTENNA INSTALLATION

1. WORK INCLUDED:

A. ANTENNAS AND COAXIAL CABLES ARE FURNISHED BY T-MOBILE UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND

B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND T-MOBILE SPECIFICATIONS.

C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.

D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE AND PROVIDE PRINTOUT OF THAT TEST. PROPERTY.

E. CONTRACTOR SHALL PROVIDE FOUR (4) SETS OF SWEEP TESTS USING ANRITZU- PACKARD 8713B RF SCALAR NETWORK ANALYZER. SUBMIT FREQUENCY DOMAIN REFLECTOMETER(FDR) TESTS RESULTS TO THE PROJECT MANAGER. SWEEP TEST SHALL BE AS PER ATTACHED RFS "MINIMUM FIELD TESTING RECOMMENDED FOR ANTENNA AND HELIAX COAXIAL CABLE SYSTEMS" DATED 10/5/93. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING SERVICE AND BE BOUND AND SUBMITTED WITHIN ONE WEEK OF WORK COMPLETION.

F. INSTALL COAXIAL CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANFOACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANFOACTURER'S REQUIREMENTS TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.

G. ANTENNA AND COAXIAL CABLE GROUNDING:

1. ALL EXTERIOR #6 GREEN GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTOR/SPLICE WEATHERPROOFING KIT #221213 OR EQUAL.

2. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS).

PLANS PREPARED FOR:

T

Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:



9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
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WWW.ALLPROCS.COM
FIRM REGISTRATION # 8242
ACGIF 18-3843

MLA PARTNER:



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8505 FREEPORT PARKWAY
IRVING, TX 75063

ENGINEERING LICENSE:

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REVISIONS:

	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		08/14/18	MM	A

SITE NUMBER:

A3B0115D

ATC SITE NAME:

FRIENDSWOOD
COWARD CREEK

ATC SITE No:

36189

SITE ADDRESS:

1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

GENERAL NOTES

SHEET NUMBER:

GN-2

NOTE:
SITE LAYOUT IS BASED ON SITE WALK BY ALLPRO CONSULTING GROUP, INC. ACG#18-3865 DATED 06/18/18 & SITE PLAN LAYOUT BY A.T.C. PROJ.# OAA736251 DATED 07/06/18. PROVIDED TO ALLPRO CONSULTING GROUP, INC VIA ATC WEBSITE DOWNLOAD ON 08/06/18. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

OUR SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF A RECENT SURVEY. NO CURRENT PROPERTY LINES OR EXISTING EASEMENT INFORMATION WAS MADE AVAILABLE TO ALLPRO CONSULTING GROUP, INC AT THE TIME OF PREPARATION OF THESE PLANS. DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE SITE IS BUILT AS SHOWN. IN CASE OF ANY CONFLICTS DUE TO PROPERTY LINES OR NEW EXPANSION ON AN EXISTING EASEMENTS OR DUE TO LANDLORD PREFERENCE FOR A DIFFERENT DESIGN, PLEASE CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN BEFORE SITE IS BUILT

- BATTERY NOTE: THE PROPOSED GENERATOR WILL HAVE A 12V DC STARTER BATTERY INSTALLED THAT WILL BE CONTINUALLY CHARGED VIA INTERNAL BATTERY CHARGER.

DESCRIPTION – BATT 12VDC 24F 525 CCA
EXIDE # 27F-6 650 CCA
BATT 12VDC 90-AH 27F
SEALED BATTERY – AGM TYPE – STARTER BATTERY
- CLEARANCE NOTE: MINIMUM GENERATOR CLEARANCE MUST BE PROVIDED IN ACCORDANCE WITH THE MOST STRINGENT GOVERNING ADOPTED BUILDING CODE AND/OR THE MANUFACTURER'S SPECIFICATIONS AND DETAILS, WHICHEVER CRITERIA IS GREATER.
- ACCESS NOTE: PROVIDE 3'-0" MINIMUM NEC AND OSHA ACCESS CLEARANCE FOR ALL GENERATOR ACCESS DOORS AND AC POWER PANELS (TYP.)
- CONDUIT NOTE: ALL BURIED CONDUIT SHALL BE PVC SCHEDULE 80. ALL EXPOSED CONDUIT AND ALL CONDUIT ROUTED ACROSS THE TOPS OF SLABS AND PLATFORMS SHALL BE GALVANIZED RGS ON 1-5/8" UNISTRUT OR EQUIVALENT.
- TRENCHING NOTE: THE CONTRACTOR SHALL HAND DIG ALL CONDUIT TRENCHES LOCATED WITHIN THE EXISTING FENCED COMPOUND. MECHANICAL EXCAVATION IS NOT ALLOWED BY AMERICAN TOWER CORP.

- CITY OF HOUSTON NOTES:

1. ALL GENERATOR AND TANK INSTALLATIONS AND PROCEDURES SHALL COMPLY WITH THE HOUSTON FIRE DEPARTMENT LIFE SAFETY BUREAU LSB STANDARD 13, REVISION 5, EFFECTIVE DATE 5/01/2012

2. THE PROPOSED T-MOBILE GENERATOR TANK SHALL BE:
GENERATOR MODEL: GENERAC RD025
GENERATOR FUEL TYPE: DIESEL – 240 GALLON STEEL TANK
GENERATOR CAPACITY: 25KW / 2.2L
CONSTRUCTION TYPE: II-B (IBC)

3. PROTECTED TANKS SHALL NOT BE FILLED IN EXCESS OF 90% OF THEIR CAPACITY. AN OVERFILL PREVENTION SYSTEM SHALL BE PROVIDED FOR EACH TANK.

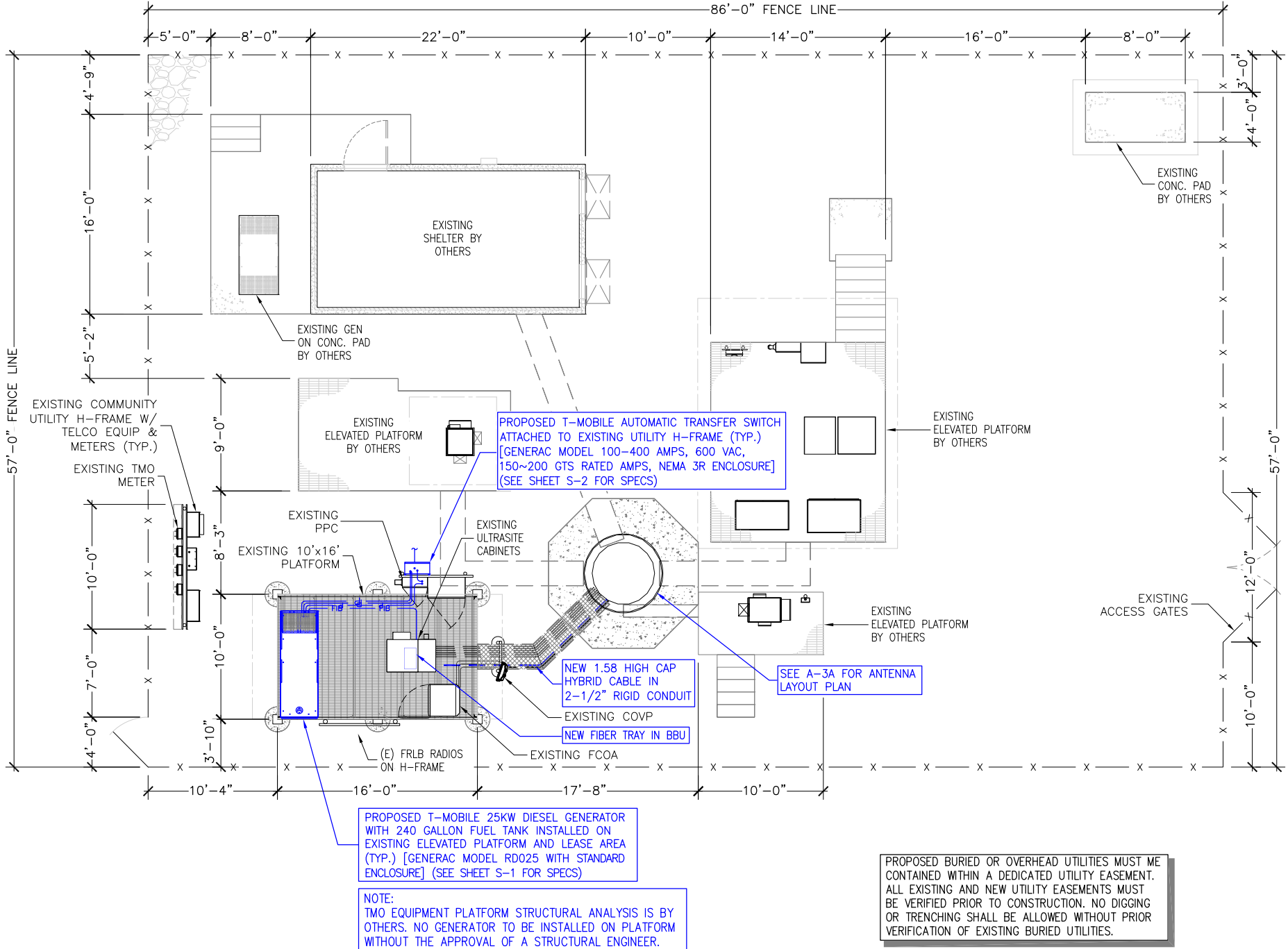
4. A PERMANENT SIGN SHALL BE PROVIDED AT THE FILL POINT FOR THE TANK TO DOCUMENT THE FILLING PROCEDURE AND THE TANK CALIBRATION CHART.

5. WARNING SIGNS AND NFPA 704 HAZARD IDENTIFICATIONS SIGNS SHALL BE INSTALLED TO CLEARLY IDENTIFY HAZARD. WARNING SIGNS SHALL HAVE RED COLORED LETTERING ON A WHITE BACKGROUND STATING "NO SMOKING , WELDING OR OPEN FLAMES WITHIN 25 FEET" SHALL BE PROVIDED ON ALL SIDES OF THE TANKS, OR ON SECURITY FENCING, IN THE DIRECTION OF FIRE DEPARTMENT APPROACH. WARNING SIGNS AND NFPA 704 HAZARD SIGNS SHALL HAVE LETTERING AT LEAST 3 INCHES IN HEIGHT AND OF WEATHER RESISTANT MATERIALS.

6. TANK INSTALLATION SHALL COMPLY WITH TABLE 13 MINIMUM SEPARATION REQUIREMENTS FOR PROTECTED ABOVE GROUND TANKS LESS THAN OR EQUAL TO 6,000 GALLONS:
MINIMUM DISTANCE FROM PROPERTY LINE WHICH IS OR CAN BE BUILT UPON, INCLUDING THE OPPOSITE SIDE OF A PUBLIC RIGHT OF WAY – 15 FEET
MINIMUM DISTANCE FROM THE NEAREST SIDE OF ANY PUBLIC WAY OR FROM THE NEAREST IMPORTANT BUILDING ON THE SAME PROPERTY – 5 FEET
MINIMUM DISTANCE BETWEEN TANKS – 3 FEET MINIMUM

7. TANK VENT: PER SECTION 5704.2.7.3.3 2006 IFC, THE MINIMUM HEIGHT OF THE VENT IS 12 FEET ABOVE GRADE AND 2 FEET ABOVE THE HIGHEST POINT OF ANY STRUCTURE IT IS ATTACHED TO THE MINIMUM DIAMETER OF THE VENT PIPES IS 1-1/4" INCHES PROVIDE ELEVATIONS AND CROSS SECTION DETAILS SHOWING THE LOCATION AND HEIGHT OF THE TANK VENT. THE DIRECTION OF THE VENTING MUST BE IN A MANOR TO PREVENT TRAPPING OF EXHAUSTED OR ESCAPING FUMES.

8. NO ELECTRICAL MATERIALS, APPARATUS, DEVICES, APPLIANCES, FIXTURES, OR EQUIPMENT SHALL BE SOLD OR INSTALLED IN THE CITY UNLESS THEY ARE IN CONFORMANCE WITH THE PROVISIONS OF THIS CODE, THE LAWS OF THE STATE OF TEXAS AND ANY APPLICABLE RULES AND REGULATIONS ISSUED UNDER THE AUTHORITY OF THE STATE STATUTES. THE MAKER'S NAME, TRADEMARK, OR OTHER IDENTIFICATION SYMBOL SHALL BE PLACED ON ALL ELECTRICAL MATERIALS, AUTHORITY OF THE STATE STATUTES. THE MAKER'S NAME, TRADEMARK, OR OTHER IDENTIFICATION SYMBOL SHALL BE PLACED ON ALL ELECTRICAL MATERIALS, APPARATUS, DEVICES, APPLIANCES, FIXTURES, AND EQUIPMENT USED OR INSTALLED UNDER THE PROVISIONS OF THIS CODE. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR THE INTENDED USE AND SHALL BE INCLUDED IN A LIST PUBLISHED BY AN APPROVED AGENCY.



SITE PLAN

FOR 24" X 36" PLOT - 3/16" = 1' 0' 2' 4' 8'
FOR 11" X 17" PLOT - 3/32" = 1'

1



PLANS PREPARED FOR:

T-Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:

ALLPRO CONSULTING GROUP, INC.
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A3B0115D

ATC SITE NAME:

FRIENDSWOOD
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36189

SITE ADDRESS:

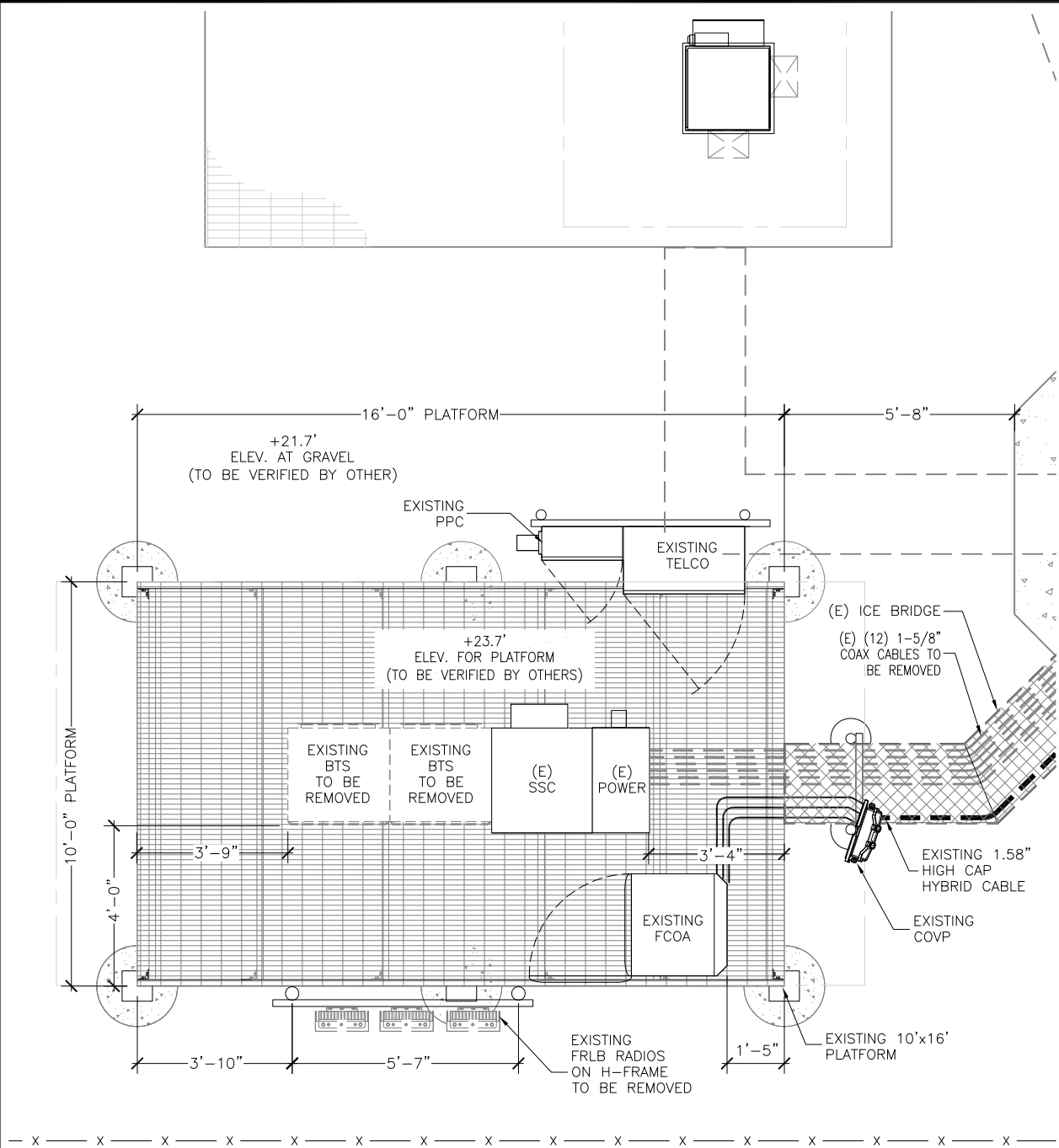
1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

SITE PLAN

SHEET NUMBER:

A-1



EXISTING EQUIPMENT PLAN

FOR 24" X 36" PLOT - 1/2" = 1' 0"
FOR 11" X 17" PLOT - 1/4" = 1'

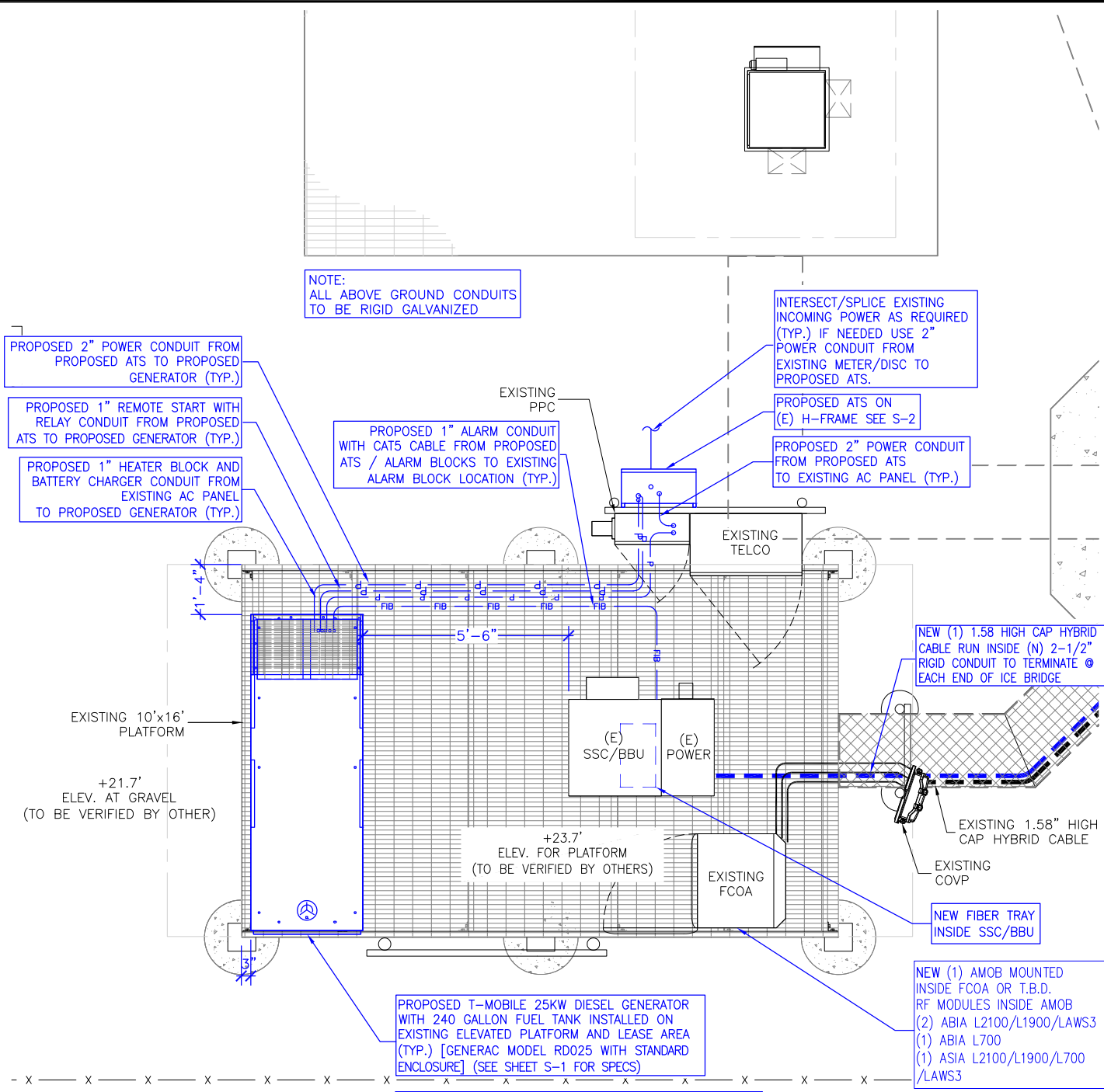
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FLOOD ZONE NOTE:
THE EXISTING SITE LIES IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, WITH AN ESTABLISHED BASE FLOOD ELEVATION OF 22.2 FEET, PER FIRM MAP NUMBER 4854680005E WITH AN EFFECTIVE DATE OF 09/22/1999 REVISED 03/28/17

TANK VENT NOTE: DUCTS CONVEYING EXPLOSIVE OR FLAMMABLE VAPORS, FUMES, OR DUSTS - 30 FEET FROM PROPERTY LINE; 10 FEET FROM OPENINGS INTO BUILDING; 6 FEET FROM EXTERIOR WALLS OR ROOFS; 30 FEET FROM COMBUSTIBLE WALLS OR OPENINGS INTO THE BUILDING THAT ARE IN THE DIRECTION OF EXHAUST DISCHARGE AND 10 FEET ABOVE THE ADJOINING GRADE.

THIS SITE PLAN WAS RECREATED FROM RECORD INFORMATION SUPPLIED BY ATC AND DOES NOT MEET THE REQUIREMENTS OF A LEGAL BOUNDARY SURVEY. SETBACK DISTANCES SHOWN ARE TO THE GENERATOR FOUNDATION.



NEW EQUIPMENT PLAN

FOR 24" X 36" PLOT - 1/2" = 1' 0"
FOR 11" X 17" PLOT - 1/4" = 1'

2



SETBACK NOTE:
THE PROPOSED GENERATOR MEETS THE REQUIREMENTS OF THE 2012 UNIFORM MECHANICAL CODE, SECTION 506.9 EXHAUST OUTLETS, WHICH STATES: THE TERMINATION POINT FOR EXHAUST DUCT DISCHARGING TO THE ATMOSPHERE SHALL BE NOT LESS THAN THE FOLLOWING: (2) OTHER PRODUCT-CONVEYING OULETS: 10 FEET (3048 mm) FROM PROPERTY LINE; 3 FEET (914 mm) FROM EXTERIOR WALL OR ROOF; 10 FEET (3048 mm) FROM OPENINGS INTO THE BUILDING; 10 FEET (3048 mm) ABOVE ADJOINING GRADE.

"OUR SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF A RECENT SURVEY. NO CURRENT PROPERTY LINES OR EXISTING EASEMENT INFORMATION WAS MADE AVAILABLE TO ALLPRO CONSULTING GROUP, INC AT THE TIME OF PREPARATION OF THESE PLANS. DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE SITE IS BUILT AS SHOWN. IN CASE OF ANY CONFLICTS DUE TO PROPERTY LINES OR NEW EXPANSION ON AN EXISTING EASEMENTS OR DUE TO LANDLORD PREFERENCE FOR A DIFFERENT DESIGN, PLEASE CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN BEFORE SITE IS BUILT"

PLANS PREPARED FOR:

T-Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:

ALLPRO

9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-321-8893
FAX: 972-364-9375
WWW.ALLPROCONS.COM
FIRM REGISTRATION # 8242
ACGIF 18-3843

MLA PARTNER:

AMERICAN TOWER

8505 FREEPORT PARKWAY
IRVING, TX 75063

ENGINEERING LICENSE:

PRELIMINARY - NOT FOR CONSTRUCTION

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REVISIONS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	08/14/18	MM	A

SITE NUMBER:

A3B0115D

ATC SITE NAME:

FRIENDSWOOD COWARD CREEK

ATC SITE No:

36189

SITE ADDRESS:

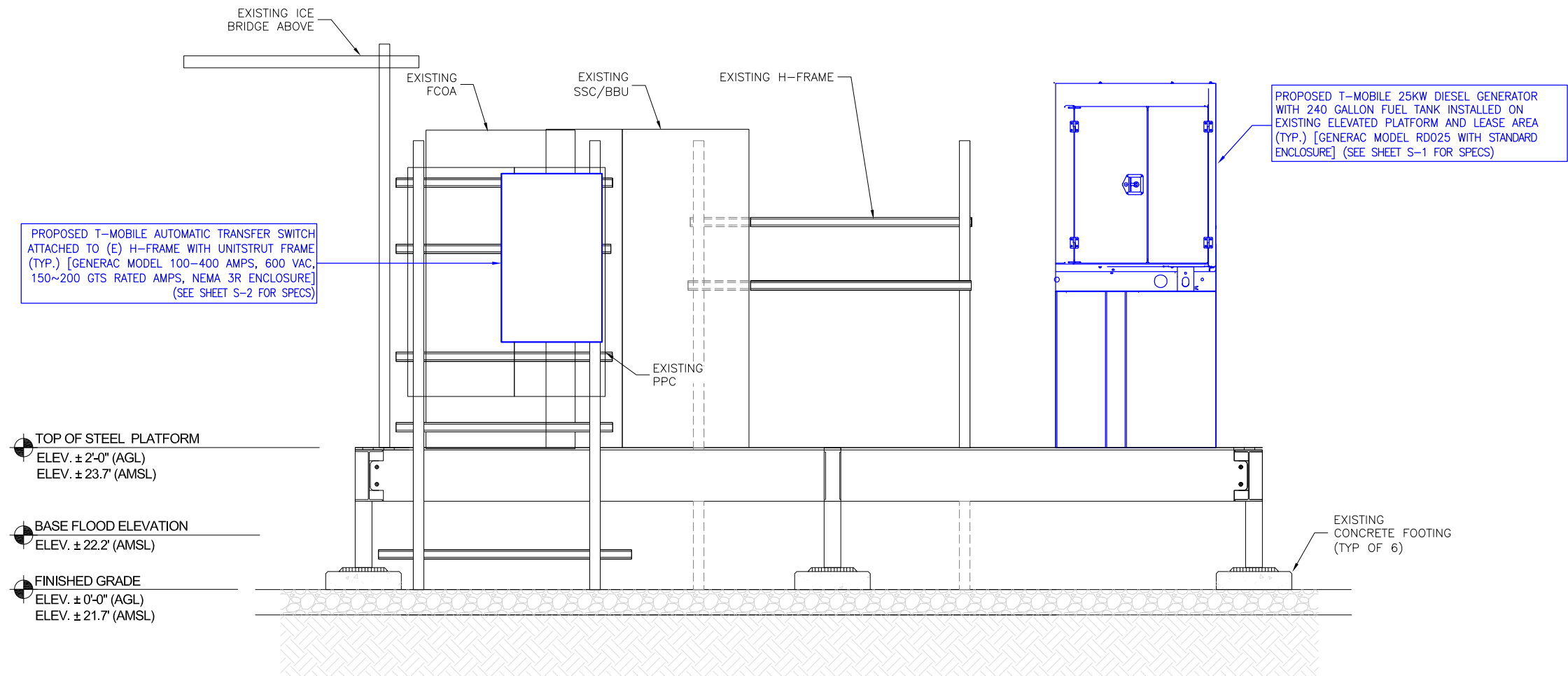
1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

EQUIPMENT PLAN

SHEET NUMBER:

A-2



FLOOD ZONE NOTE:
THE EXISTING SITE LIES IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, WITH AN ESTABLISHED BASE FLOOD ELEVATION OF 22.2 FEET, PER FIRM MAP NUMBER 4854680005E WITH AN EFFECTIVE DATE OF 09/22/1999 REVISED 03/28/17

SITE ELEVATION

FOR 24" X 36" PLOT - 3/4" = 1' 0 6" 1' 2'
FOR 11" X 17" PLOT - 3/8" = 1' 0 6" 1' 2'

1

PLANS PREPARED FOR:



2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:

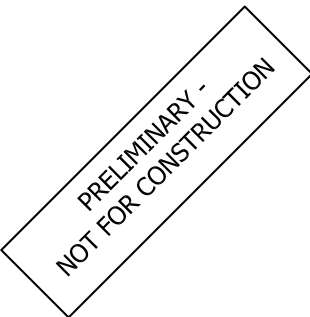


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ATC SITE No:

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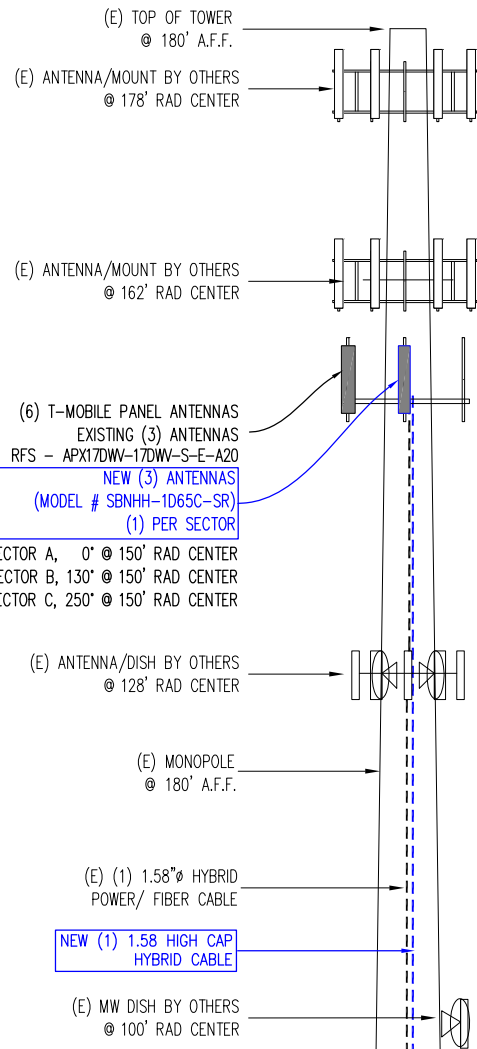
1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

SITE ELEVATION

SHEET NUMBER:

A-3



TOWER STRUCTURAL ANALYSIS BY:
AMERICAN TOWER SERVICES, INC.
ENG# OAA736251_C2_02, DATED 07/6/18
NO ANTENNA OR EQUIP SHALL BE INSTALLED
WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER

MOUNT STRUCTURAL ANALYSIS BY: OTHERS
NO ANTENNA OR EQUIP SHALL BE INSTALLED
WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER

NEW (1) 1.58\"/>

NEW (1) AMOB MOUNTED
INSIDE FCOA OR ON (E) POST
RF MODULES INSIDE AMOB
(2) ABIA L2100/L1900/LAWS3
(1) ABIA L700
(1) ASIA L2100/L1900/L700
/LAWS3

PROPOSED T-MOBILE AUTOMATIC TRANSFER SWITCH
ATTACHED TO EXISTING UTILITY H-FRAME (TYP.)
[GENERAC MODEL 100-400 AMPS, 600 VAC,
150~200 GTS RATED AMPS, NEMA 3R ENCLOSURE]
(SEE SHEET S-2 FOR SPECS)

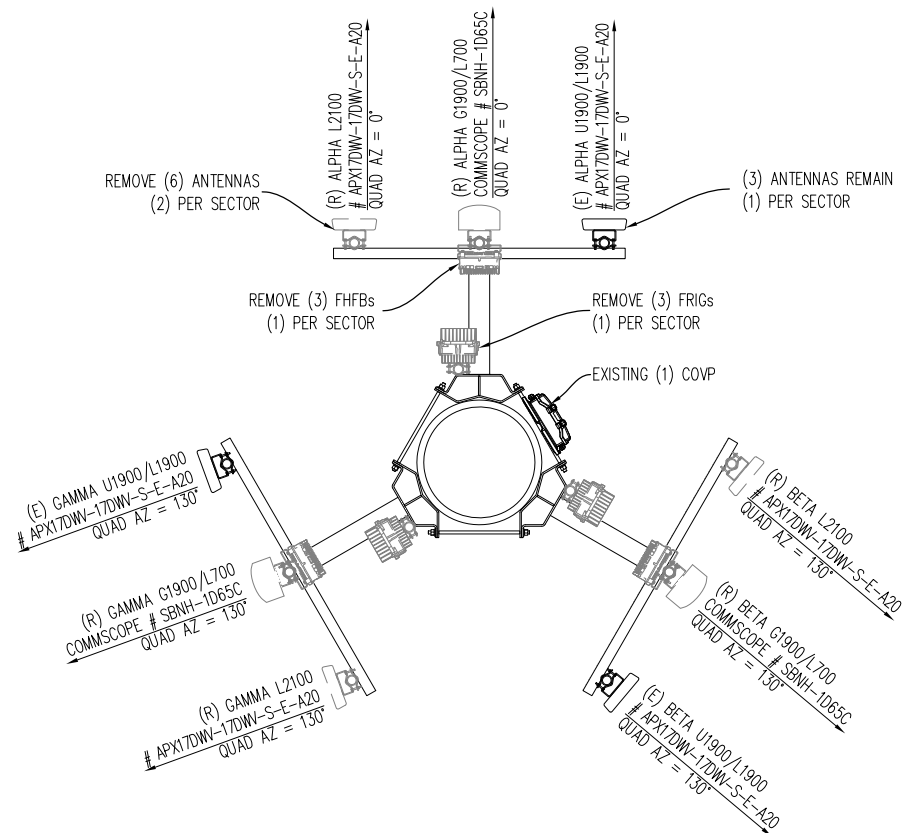
PROPOSED T-MOBILE 25KW DIESEL GENERATOR
WITH 240 GALLON FUEL TANK INSTALLED ON
EXISTING ELEVATED PLATFORM AND LEASE AREA
(TYP.) [GENERAC MODEL RD025 WITH STANDARD
ENCLOSURE] (SEE SHEET S-1 FOR SPECS)

(E) FCOA & SSC
CABINETS
(E) STEEL PLATFORM
W/ T-MOBILE EQUIP

FINAL TOWER ELEVATION

NO SCALE

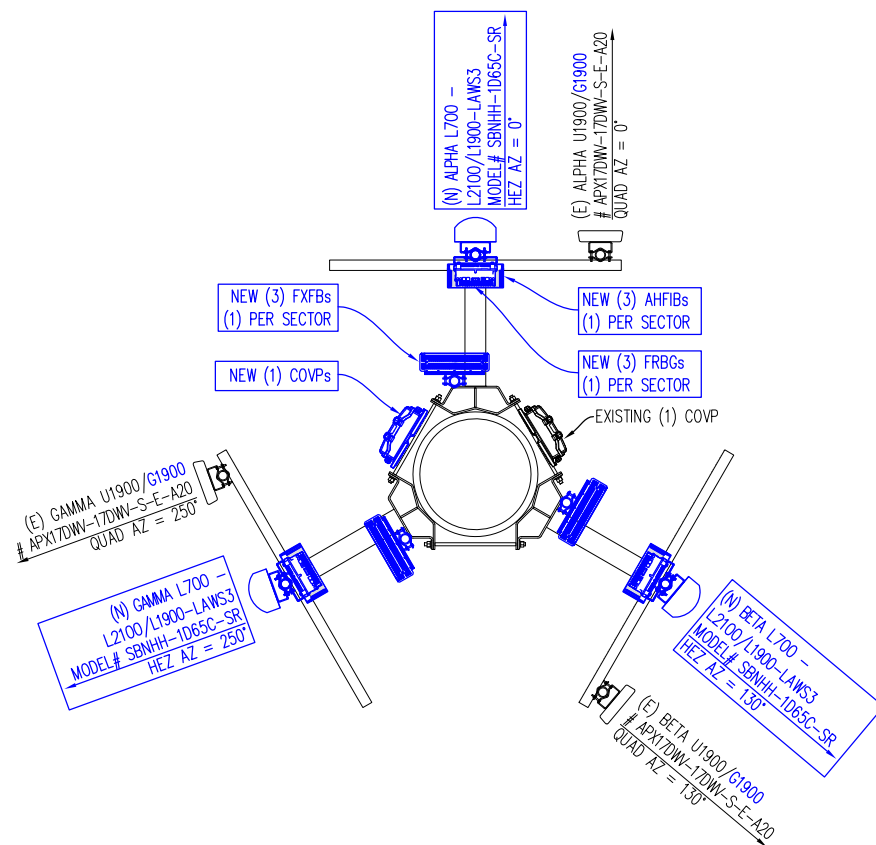
A



EXISTING ANTENNA LAYOUT @ 150'

NO SCALE

C



FINAL ANTENNA LAYOUT @ 150'

NO SCALE

B

PLANS PREPARED FOR:

T-Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:

ALLPRO
CONSULTING GROUP, INC.

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MLA PARTNER:

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8505 FREEPORT PARKWAY
IRVING, TX 75063

ENGINEERING LICENSE:

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ATC SITE NAME:

**FRIENDSWOOD
COWARD CREEK**

ATC SITE No:

36189

SITE ADDRESS:

1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

**TOWER ELEVATION
& ANTENNA LAYOUTS**

SHEET NUMBER:

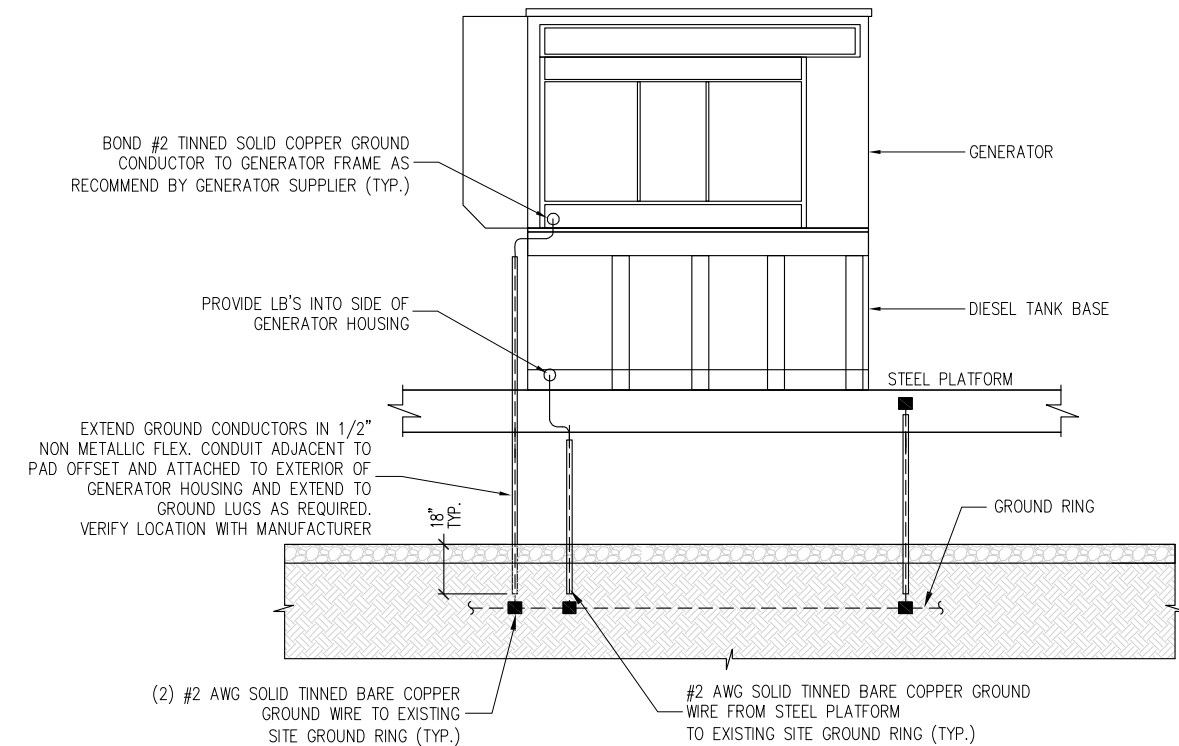
A-3A

GENERATOR NOTE:

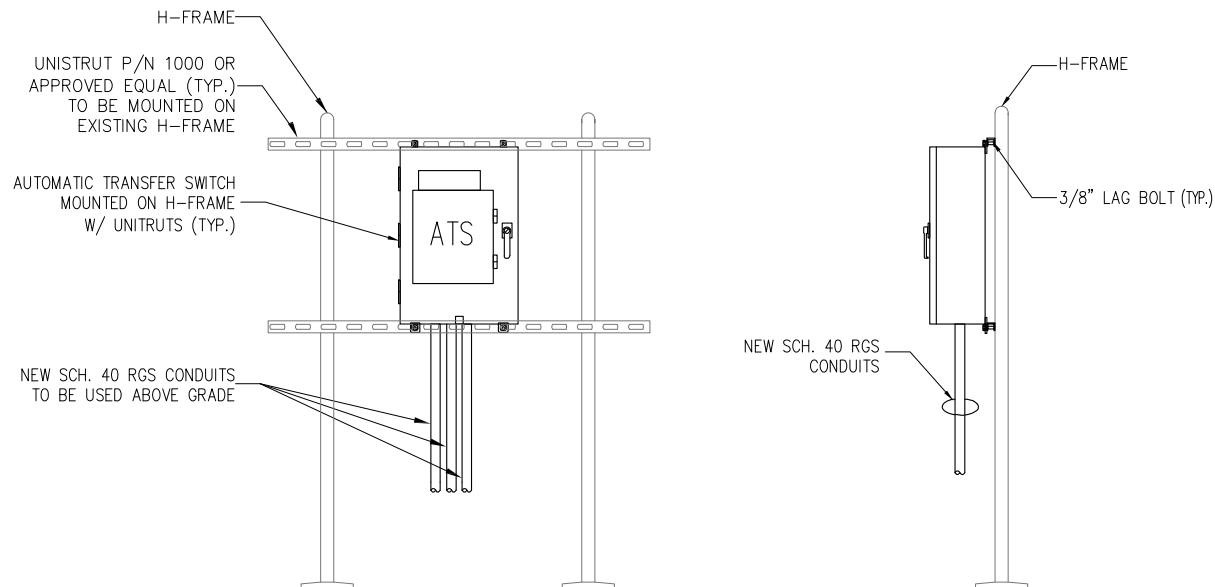
- GENERATOR SYSTEM SHALL BE SOLIDLY GROUND PER NEC 250.20
- GROUND WIRES TO BE IN NON-METALLIC SEAL TIGHT. G.C. TO FILL UP OPEN ENDS WITH SILICONE

LEGEND:

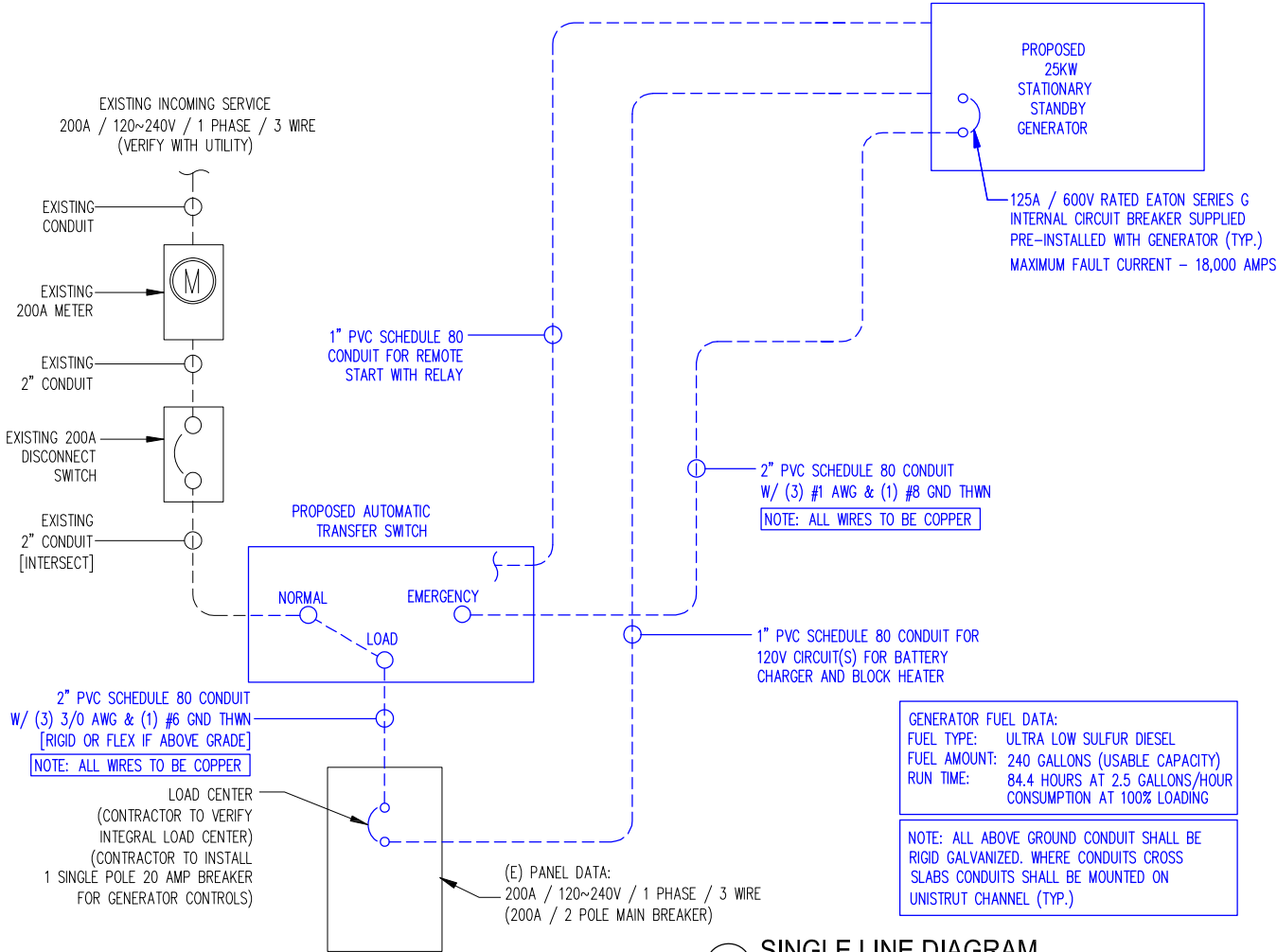
- MECHANICAL CONNECTION
- EXOTHERMIC CONNECTION



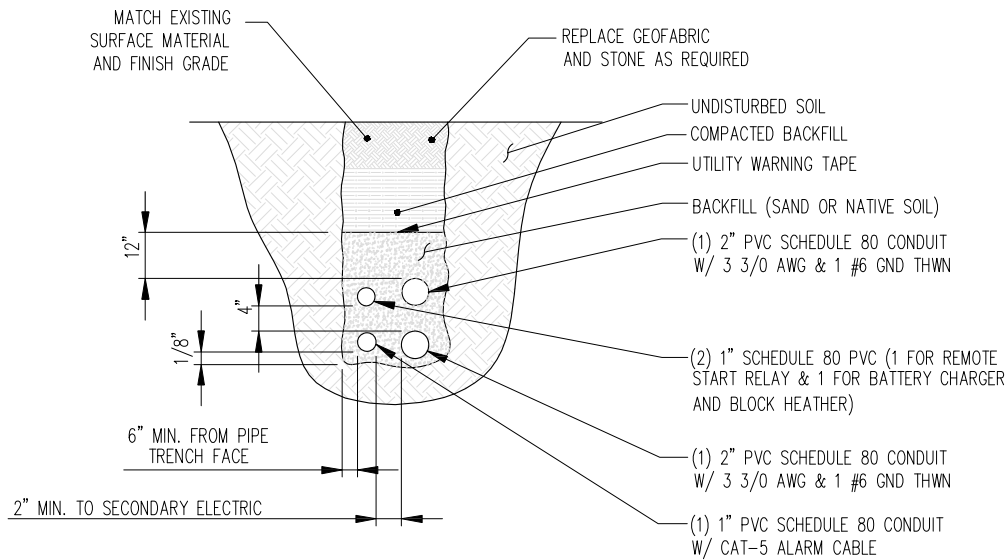
1 GENERATOR ELEVATION
NOT TO SCALE



3 AUTOMATIC TRANSFER SWITCH - (FRONT VIEW)



1 SINGLE LINE DIAGRAM
NOT TO SCALE



NOTES:

- CONTRACTOR TO HAND DIG ALL NEW TRENCHES INSIDE THE COMPOUND.
- SEPARATION DIMENSIONS TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

4 UTILITY TRENCH DETAIL
NOT TO SCALE

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T-Mobile

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ATC SITE No:

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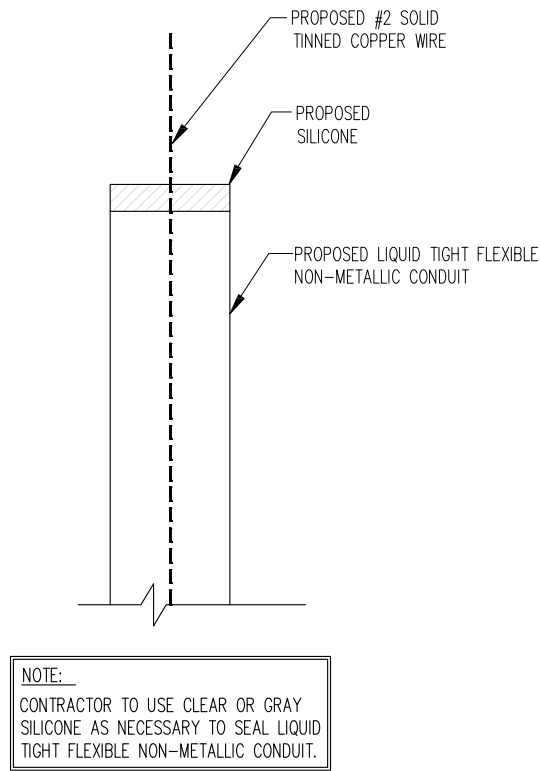
1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

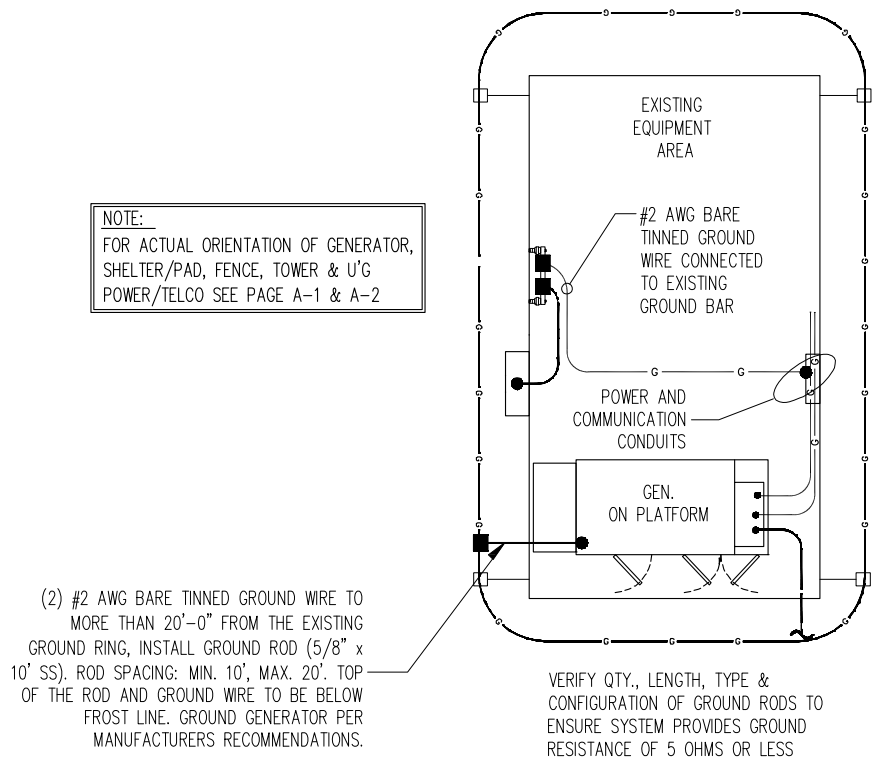
DETAILS

SHEET NUMBER:

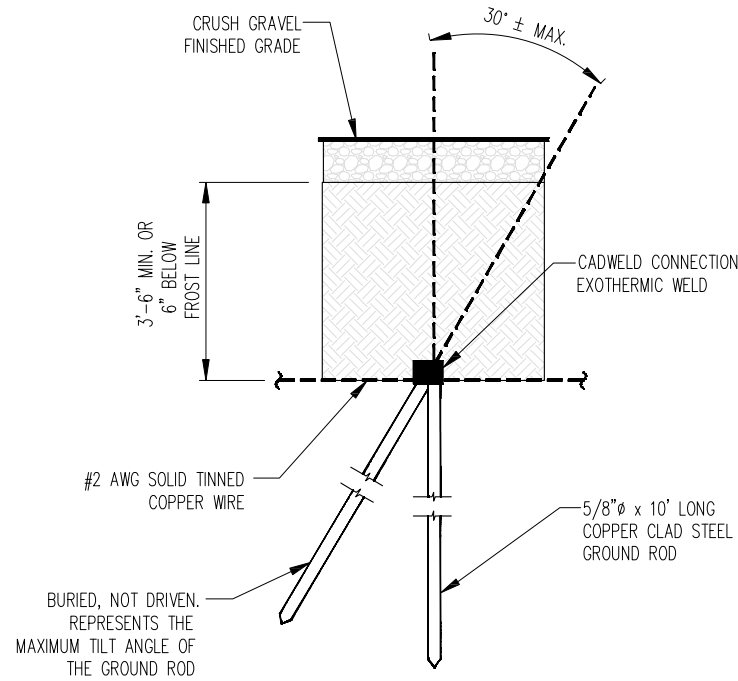
A-4



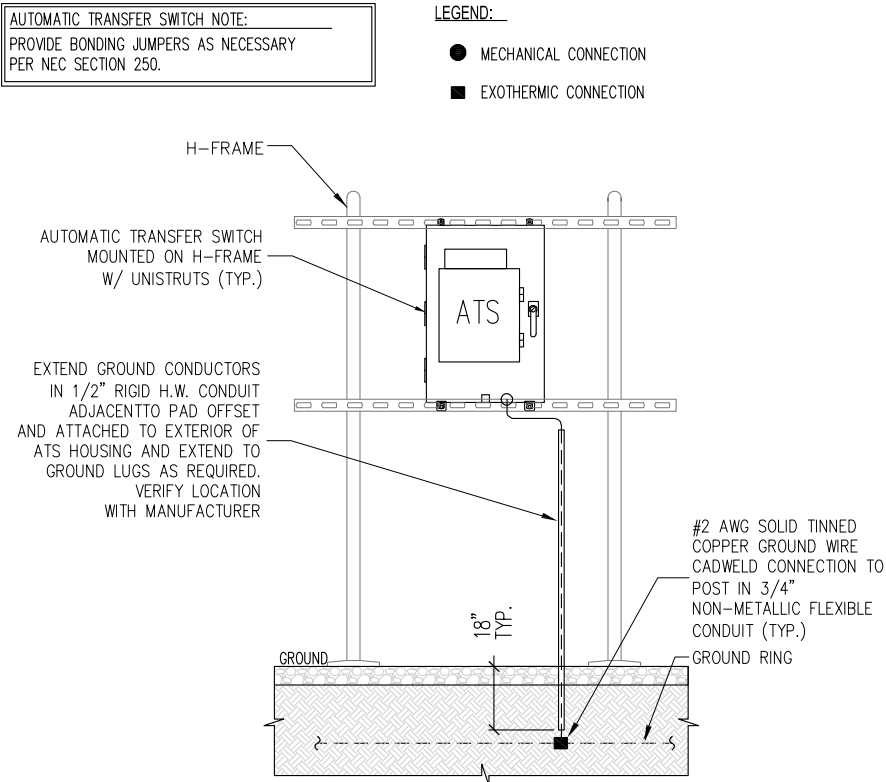
1 GROUND WIRE WEATHERPROOFING
NOT TO SCALE



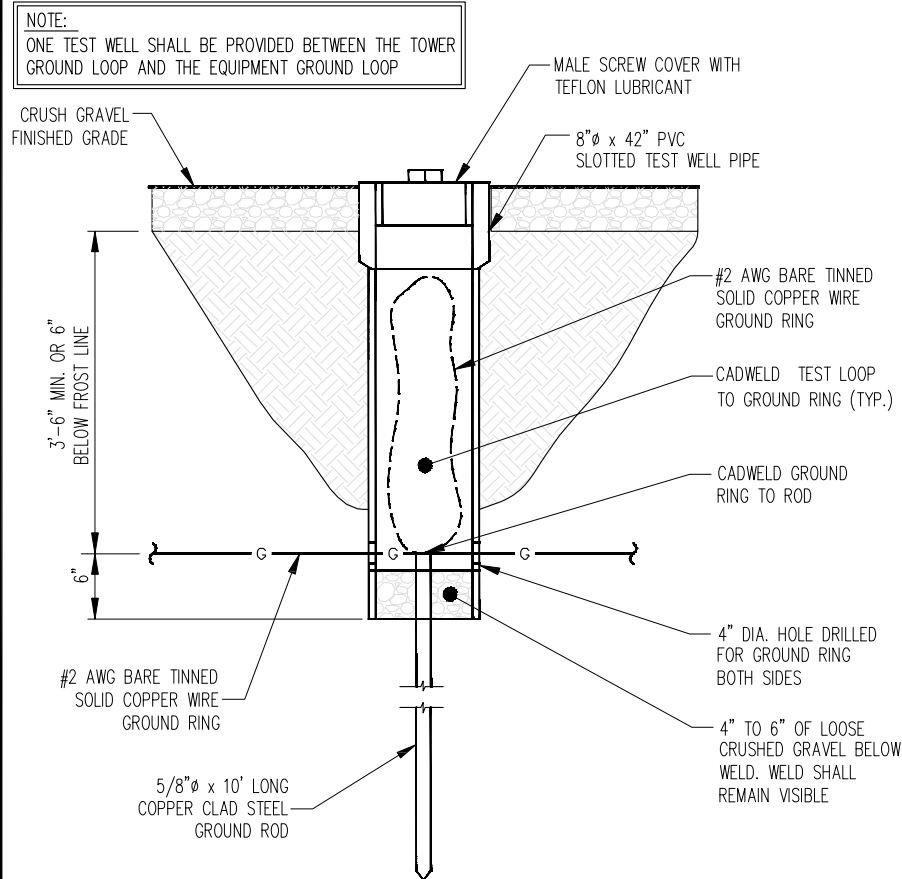
2 GROUND PLAN
NOT TO SCALE



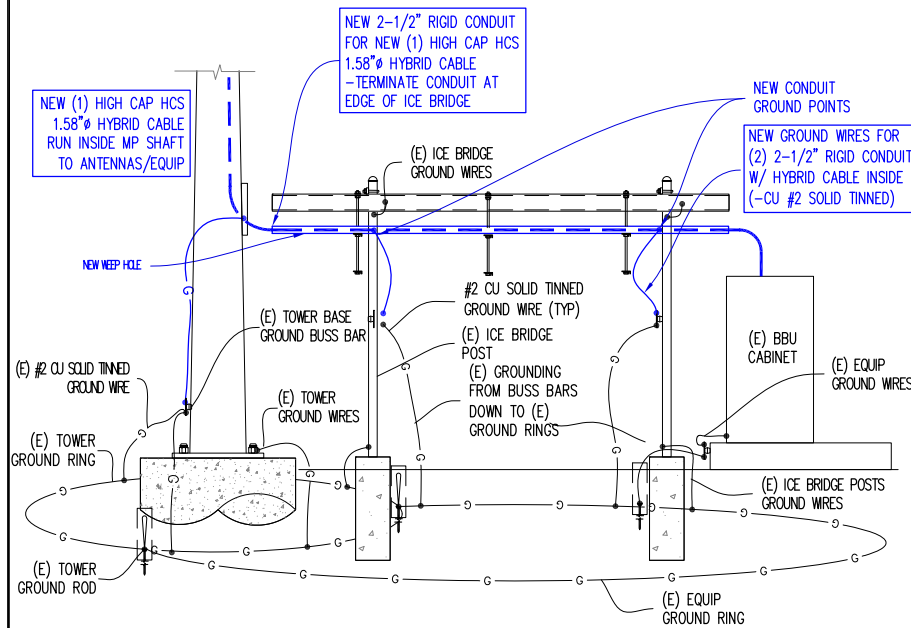
3 GROUND ROD TEST WELL DETAIL
NOT TO SCALE



4 AUTOMATIC TRANSFER SWITCH GROUNDING
NOT TO SCALE



5 GROUND ROD TEST WELL DETAIL
NOT TO SCALE



6 HYBRID RUN TO TOWER

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ATC SITE No:
36189

SITE ADDRESS:
1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:
DETAILS

SHEET NUMBER:
A-5

PANEL NAME			SITE NUMBER:	VOLTAGE: 240 / 120V 1 Phase						MOUNTING / ENCLOSURE:		SURFACE		NEMA 3R		
Main Panel			Equipment Sled	MAIN C/B: 200 AMPS						AVAIL. FAULT CURRENT: 15,609						
				BUS RATING: 200 AMPS						SHORT CIRCUIT RATING: 22,000						
AMPS	POLES	TYPE	CIRCUIT DESCRIPTION	KVA	CKT	A		B	CKT	KVA	CIRCUIT DESCRIPTION	TYPE	POLES	AMPS		
100	2		Site Support Cabinet (SSC / DC Plant)	4.80	1	5.00			2	0.20	GFI Telco Circuit	R	1	20		
				4.80	3			5.10	4	0.30	Light	L	1	20		
-	-	-	-		5				6	0.00	Surge Protector Unit (Only If Installed)		2	60		
-	-	-	-		7				8	0.00						
-	-	-	-		9	0.30			10	0.30	Generator Batt & Block Heater	H	1	20		
-	-	-	-		11				12		-	-	-	-		
-	-	-	-		13				14		-	-	-	-		
-	-	-	-		15				16		-	-	-	-		
-	-	-	-		17				18		-	-	-	-		
-	-	-	-		19				20		-	-	-	-		
-	-	-	-		21				22		-	-	-	-		
-	-	-	-		23				24		-	-	-	-		
-	-	-	-		25				26		-	-	-	-		
-	-	-	-		27				28		-	-	-	-		
-	-	-	-		29				30		-	-	-	-		
PHASE TOTAL						5.3		5.1	KVA		TOTAL CONNECTED LOAD				10 KVA	43 A
* HACR TYPE BREAKER ** GROUND FAULT CIRCUIT INTERRUPTER BREAKER *** ARC FAULT CIRCUIT INTERRUPTER BREAKER						SUB FEED LUGS										
						0	0	0			TOTAL DEMAND LOAD				10 KVA	44 A

1

PPC CABINET
AC PANEL SCHEDULE

NOT TO SCALE

Equipment Type	AC Breaker Size	DC Breaker Size	Conductor Size, Count & Conduit *	Notes
7705	N/A	10A / 1 Pole	(2) #12 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
Cienna	N/A	10A / 1 Pole	(2) #12 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
LMU	N/A	10A / 1 Pole	(2) #12 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
PC	N/A	10A / 1 Pole	(2) #12 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
Surge	N/A	10A / 1 Pole	(2) #12 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
AHLOA	N/A	25A / 1 Pole	(2) #10 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
ESMB	N/A	10A / 1 Pole	(2) #12 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
FRIG	N/A	25A / 1 Pole	(2) #10 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
FRIJ	N/A	25A / 1 Pole	(2) #10 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
FRLB	N/A	25A / 1 Pole	(2) #10 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
FSME	N/A	25A / 1 Pole	(2) #10 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
FSMF	N/A	25A / 1 Pole	(2) #10 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
FXFB	N/A	25A / 1 Pole	(2) #10 AWG - 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
AirScale ASIA	N/A	50A / 1 Pole	(2) #6 AWG - 3/4" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
AirScale ABIA	N/A	50A / 1 Pole	(2) #6 AWG - 3/4" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
AMOB Enclosure	N/A	50A / 1 Pole	(2) #6 AWG - 3/4" Conduit	Conduit required for exterior installations - Flex; Conductors only for interior rack mount installations
Batteries (1 String)	N/A	200A / 4 Pole	(2) #3/0 AWG - 1 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for batteries installed inside SSC Cabinet
Batteries (2 Strings)	N/A	150A / 3 Pole	(2) #1/0 AWG - 1 1/2" Conduit (2 sets)	Conduit required for exterior installations - Flex; Conductors only for batteries installed inside SSC Cabinet
COVP (1 COVP)	N/A	150A / 3 Pole	(2) #1/0 AWG - 1 1/2" Conduit	Conduit required for exterior installations - Flex; Conductors only for COVP installed inside SSC Cabinet
COVP (3 COVPs)	N/A	100A / 2 Pole	(2) #1 AWG - 1 1/4" Conduit (2 sets)	Conduit required for exterior installations - Flex; Conductors only for COVP installed inside SSC Cabinet
Flexi Zone Micro L1900	10A / 1 Pole	N/A	(2) #12 AWG, (1) #12 AWG Ground - 1/2" Conduit	Manufacturer's jacketed power supply cable in Flex Conduit required for all installations
Flexi Zone Micro L2100	10A / 1 Pole	N/A	(2) #12 AWG, (1) #12 AWG Ground - 1/2" Conduit	Manufacturer's jacketed power supply cable in Flex Conduit required for all installations
Duplex Power Outlet	20A / 1 Pole	N/A	(2) #12 AWG, (1) #12 AWG Ground - 1/2" Conduit	Conduit required for all installations - EMT, IMC, RGS or Flex as applicable
Delta SSC Cabinet	50A / 2 Pole	N/A	(2) #6 AWG, (1) #6 AWG Ground - 3/4" Conduit	Conduit required for all installations - EMT, IMC, RGS or Flex as applicable
Delta SSC Cabinet	80A / 2 Pole	N/A	(2) #3 AWG, (1) #8 AWG Ground - 1" Conduit	Conduit required for all installations - EMT, IMC, RGS or Flex as applicable
Delta SSC Cabinet	100A / 2 Pole	N/A	(2) #1 AWG, (1) #8 AWG Ground - 1 1/4" Conduit	Conduit required for all installations - EMT, IMC, RGS or Flex as applicable
Delta SSC Cabinet	150A / 2 Pole	N/A	(2) #1/0 AWG, (1) #6 AWG Ground - 1 1/2" Conduit	Conduit required for all installations - EMT, IMC, RGS or Flex as applicable
Delta SSC Cabinet	200A / 2 Pole	N/A	(2) #3/0 AWG, (1) #6 AWG Ground - 2" Conduit	Conduit required for all installations - EMT, IMC, RGS or Flex as applicable
* All conductors shall be stranded, type THWN or THHW. Conduit sized for IMC, LFNC or LFMC.				NOTE: Schedule Last Updated on 1/24/18

1

T-MOBILE AC & DC BREAKER, CONDUCTOR
& CONDUIT SCHEDULE

NOT TO SCALE

PLANS PREPARED FOR:

T-Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:



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A3B0115D

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COWARD CREEK

ATC SITE NO:

36189

SITE ADDRESS:

1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

A/C POWER PANEL SCH,

SHEET NUMBER:

E-1

RD025 | 2.2L | 25kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL POWER

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General		Cooling System	
Make	Perkins	Cooling System Type	Pre-Lubed, Self-Sealing
EPA Emission Compliance	Stationary Emergency	Fan Type	Pusher
Cylinder #	4	Fan Speed (RPM)	1,980
Type	In-Line	Fan Diameter - mm (in)	18.0 (457.2)
Displacement - in ³ (L)	135.2 (2,216)	Fuel System	
Bore - in (mm)	3.30 (84.0)	Fuel Type	Ultra Low Sulfur Diesel Fuel
Stroke - in (mm)	3.94 (100.0)	Fuel Specification	ASTM
Compression Ratio	23.3:1	Fuel Pump Type	Mechanical Engine Driven Gear
Intake Air Method	Turbocharged/Aftercooled	Injector Type	Mechanical
Piston Type	Aluminum Alloy	Fuel Supply Line mm (in)	7.94 (0.31) ID
Crankshaft Type	Cast Iron OHV	Fuel Return Line mm (in)	4.76 (0.19) ID
Engine Block Type	Aluminum	Fuel Filtering (microns)	25
Engine Governing		Engine Electrical System	
Governor	Electronic	System Voltage	12 VDC
Frequency Regulation (Steady State)	±0.25%	Battery Charger Alternator	Standard
Lubrication System		Battery Size	Group 27F
Oil Pump Type	Gear	Battery Voltage	12 VDC
Oil Filter Type	Full Flow Spin-On Canister	Ground Polarity	Negative
Crankcase Capacity - L (pts)	10.6 (11.2)		

ALTERNATOR SPECIFICATIONS

Standard Model		Standard Excitation	
Poles	4	Bearings	Sealed Ball
Field Type	Rotating	Coupling	Flexible Disc
Insulation Class - Rotor	F	Prototype Short Circuit Test	Yes
Insulation Class - Stator	H	Voltage Regulator Type	Full Digital
Total Harmonic Distortion	<5%	Regulation Accuracy (Steady State)	±1.0%
Telephone Interference Factor (TIF)	<50		

RD025 | 2.2L | 25kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL POWER

OPERATING DATA

POWER RATINGS

Standby			
Single-Phase 120/240 VAC @1.0pf	25 kW	Amps: 104	Circuit Breaker Size Amps: 125

MOTOR STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip at 30%	
120/240 V, Single-Phase at 0.4pf	168 Amps

FUEL CONSUMPTION RATES*

Percent Load	Diesel gal/hr (L/hr)
25%	0.85 (3.2)
50%	1.28 (4.8)
75%	1.65 (6.2)
100%	2.10 (7.9)

* Fuel supply installation must accommodate fuel consumption rates at 100% load

COOLING

Standby		
Air Flow (Radiator and Alternator)	cfm (m ³ /min)	2,800 (79)
Coolant System Capacity	gal (l)	2.5 (9.5)
Temperature Deration	3% for every 5°C above 25°C or 1.7% for every 5°F over 77°F	
Altitude Deration	1% for every 100 m above 915 or 3% for every 1,000 ft over 3,000 ft	
Maximum Radiator Backpressure	in H ₂ O	0.5

COMBUSTION AIR REQUIREMENTS

Standby	
Flow at Rated Power cfm (m ³ /min)	87.9 (2.5)

ENGINE

Standby	
Rated Engine Speed	RPM 1,800

EXHAUST

Standby	
Exhaust Flow (Rated Output)	cfm (m ³ /min) 288.4 (7.6)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C) 865 (463)

Deration - Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Power Systems Dealer for additional details. All performance claims are based upon ISO1438, ISO1439, ISO1438 and ISO1439 standards.

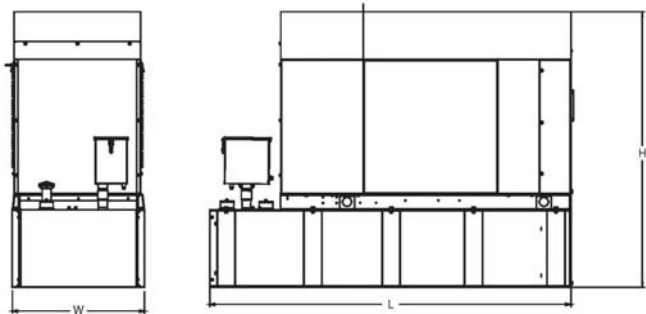
RD025 | 2.2L | 25kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL POWER

DIMENSIONS AND WEIGHTS*



Weights and Dimensions

Unit Weight - lbs	Unit Weight with Skid - lbs	Dimensions (L x W x H) - in
2,946	2,984	103.4 x 35.0 x 91.7

25kW Fuel Consumption

Fuel Tank Gross Total Capacity	240
Fuel Tank Gross Usable Capacity	229
Fuel Tank Net Usable Capacity (Run Hours Based on Net Usable Capacity)	206
Run Hours 100% Load	98
Run Hours 75% Load	125
Run Hours 50% Load	161

Sound Emission Data

Rated Load Sound Output at 23ft - dB(A)	65
---	----

* All measurements are approximate and for estimation purposes only. Drawing is for illustration purposes only, not to scale.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

GENERAC INDUSTRIAL POWER

100 - 400 Amps,
600 VAC

Automatic Transfer Switches



Standard Features

- Single coil design, electrically operated and mechanically held
- Programmable exerciser
- Main contacts are silver alloy to resist welding and sticking
- Conformal coating protects all printed circuit boards
- Indicating LED's for switch position—Normal, Emergency, and Standby Operating
- NEMA 1 enclosure with hinged door and key-locking handle
- Three-position switch—Fast Test, Auto, Normal Test
- Arc chutes on main contacts

Optional Accessories

- NEMA 12 enclosure
- NEMA 3R enclosure
- NEMA 4 & 4X enclosure
- Exterior AC meter package
- Controls accessible through door in door design on NEMA type 3R and 4 enclosures - key lock provided on access door
- 4-pole design for neutral isolation
- Single or double sets of auxiliary contacts
- Preferred source selector switch
- Manual & position selector switch
- Remote automatic control circuit
- Signal before transfer contacts
- Return to normal timer bypass

GTS Control Systems

GENERAC INDUSTRIAL POWER

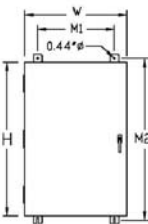
LOGIC CONTROL w / Inphase Monitor

Utility Voltage	75-95% (Adj.)
Dropout	85-95% (Adj.)
Pickup	0.1-10 Sec. (Adj.)
Line Interrupt	5-30 Min. (Adj.)
Engine Minimum Run	5 Sec.-3 Min. (Adj.)
Engine Warmup	1-30 Min. (Adj.)
Return to Utility	85-95% (Adj.)
Engine Cooldown	80-90% (Adj.)
Standby Voltage	0.1-10 Sec. (Adj.)
Standby Frequency	On/Off Switch
Time Delay Neutral	On/Off Switch
Transfer on Exercise	On/Off Switch
Warmup Timer Bypass	On/Off Switch
Time Delay Neutral Bypass	On/Off Switch
Inphase Monitor	On/Off Switch

Withstand Current - 600 Volt GTS Series

GTS Rated Amps	100	150	200	300	400
FUSE PROTECTED					
Maximum RMS Symmetrical					
Fault Current - Amps	200,000	200,000	200,000	200,000	200,000
Maximum Fuse	400	400	400	600	600
Size - Amps	J.T	J.T	J.T	J.T	J.T
Fuse Class					
CIRCUIT BREAKER PROTECTED (See separate sheet for specific circuit breakers)					
Maximum RMS Symmetrical					
Fault Current - Amps	14,000	25,000	25,000	35,000	35,000
Protective Device Continuous Rating (Max) - Amps	150	300	300	600	600

* Tested in accordance with the withstand and closing requirements of UL 1008 and CSA Standards
* Current ratings are listed @ 480 VAC



Unit Dimensions

GTS Rated Amps	Voltage	Enclosure Height	Enclosure Width	Wall Mount Bolt Pattern	Enclosure Depth	Weight (lbs.)
100	All	36	24	18	37.5	12.7
150-200	120/240	36	24	18	37.5	12.7
150-200	120/208	36	24	18	37.5	12.7
150-200	277/480	48*	30*	24	49.5	14.8
150-200	600	48*	30*	24	49.5	14.8
300-400	120/240	36	24	18	37.5	12.7
300-400	120/208	36	24	18	37.5	12.7
300-400	277/480	48*	30*	24	49.5	14.8
300-400	600	48*	30*	24	49.5	14.8

* Note: On NEMA 1 enclosures only, door overhang enclosure - door dimensions are 43.5 H x 30.5 W. All dimensions in inches.

Terminal Lug Wire Ranges

GTS RATED AMPS	CONDUCTOR TERMINALS (1 LUG PER POLE)		NEUTRAL BAR*		GROUND LUG (1 PROVIDED)	
	LUG WIRE RANGE		# LUGS	LUG WIRE RANGE	LUG WIRE RANGE	
100	2/0 - 14 AWG		4	2/0 - 14 AWG	2/0 - 14 AWG	
150	400MCM - 4 AWG		4	350MCM - 6 AWG	350MCM - 6 AWG	
200	400MCM - 4 AWG		4	350MCM - 6 AWG	350MCM - 6 AWG	
300	500MCM - 4 AWG or 2 - (250MCM - 1/0 AWG)		4	500MCM - 6 AWG (250MCM - 1/0 AWG)**	500MCM - 6 AWG (250MCM - 1/0 AWG)**	
400	600MCM - 4 AWG or 2 - (250MCM - 1/0 AWG)		4	600MCM - 4 AWG (250MCM - 1/0 AWG)**	600MCM - 4 AWG (250MCM - 1/0 AWG)**	

* Not included in GTS with switched neutral. ** Allowable wire range in brackets is for 2 wires per lug.

PLANS PREPARED FOR:

T-Mobile

2 GREENWAY PLAZA SUITE 1100
HOUSTON, TX 77046

PLANS PREPARED BY:

ALLPRO CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-321-6893
FAX: 972-321-6893
WWW.ALLPROCS.COM
FIRM REGISTRATION # 8242
ACGI# 18-3843

MLA PARTNER:

AMERICAN TOWER
8505 FREEPORT PARKWAY
IRVING, TX 75063

ENGINEERING LICENSE:

PRELIMINARY -
NOT FOR CONSTRUCTION

DRAWING NOTICE:

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REVISIONS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	08/14/18	MM	A

SITE NUMBER:

A3B0115D

ATC SITE NAME:

FRIENDSWOOD
COWARD CREEK

ATC SITE No:

36189

SITE ADDRESS:

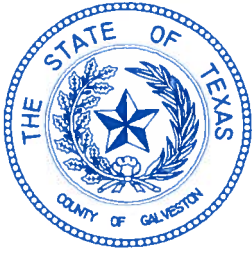
1306 DEEPWOOD DRIVE
FRIENDSWOOD, TX 77546-4900
GALVESTON COUNTY

SHEET DESCRIPTION:

GENERATOR & ATS
SPECIFICATIONS

SHEET NUMBER:

S-2



Cheryl E. Johnson
Assessor And Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody, Galveston, Texas 77550
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479
Cheryl.E.Johnson@co.galveston.tx.us

August 6, 2018

See distribution list:

The entities of the Galveston County Tax Assessor/Collector's Office

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of July, 2018 is true and correct.

Under my hand and seal this 6th day of August, 2018.

A handwritten signature in blue ink that reads "Cheryl E. Johnson". The signature is fluid and cursive.

Cheryl E. Johnson
Tax Assessor/Collector

cc: Perdue, Brandon, Fielder, Collins, & Mott
Linebarger, Goggan, Blair, & Simpson
Randall Rice, County Auditor
Affiliated taxing entities (individual entity report, see distribution list)

Distribution List:

Sally Diaz
Drainage District #1
P.O. Box 591
Santa Fe, TX 77517

Teresa Peace
Drainage District #2
P.O. Box 624
La Marque, TX 77568

Debbie Jordan, CPA
City of Galveston
823 Rosenberg, 3RD Floor
Galveston, TX 77550

Trudy Trocheset
College of the Mainland
1200 Amburn Road
Texas City, TX 77591

Steve Jefferson
Galveston County FWSD #6
802 Tiki Drive Route 2
Galveston, TX 77554

Jeff Engbrock
Galveston Community College District
4015 Ave Q
Galveston, TX 77550

Susie Perrin
WCID #19
P.O. Box 105
Hitchcock, TX 77563

Chris Heard
City of Dickinson
4403 Hwy 3
Dickinson, TX 77539

Janice Hoffman
San Leon Mud
P.O.Box 5506
San Leon, TX 77539

Lisa Mitchell
City of Bayou Vista
2929 HWY 6, Suite 100
Hitchcock, TX 77563

City of La Marque
1111 Bayou
La Marque, TX 77568

Dickinson I.S.D.
Business Services
P.O. Drawer Z
Dickinson, TX 77539

Patricia Collins
Texas City I.S.D.
1700 9th Ave N
Texas City, TX 77590

Lucy Dieringer
City of Hitchcock
7423 HWY 6
Hitchcock, TX 77563

Hitchcock ISD
ATTN: Accounts Payable
7801 Neville Ave Bldg B
Hitchcock, TX 77563

Karen McDaniel, Secretary
City of Clear Lake Shores
1006 South Shore Drive
Clear Lake Shores, TX 77565

Howard Katz
Emergency Services District #1
820 Gessner Rd. Suite 1710
Houston, TX 77024-8261

Janet Davis
City of Santa Fe
P.O. Box 950
Santa Fe, TX 77510

Brandee Lawther, Secretary
Village of Tiki Island
802 Tiki Drive, Route 2
Galveston, TX 77554

Frank Incaprera
Navigation District #1
2121 Market Street., Suite 211
Galveston, TX 77550

Cindy S. Edge, CGFO
Director of Admin. Services
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Debra Jones
Galveston I.S.D.
3904 Ave T
Galveston, TX 77551

John Brick
City of Jamaica Beach
P.O. Box 5264
Galveston, TX 77554

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Strawn & Richardson P.C.
WCID # 12
6750 West Loop South, Suite 250
Bellaire, TX 77401

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Kemah, TX 77565

Yvonne Manis
Bacliff M.U.D. #4
P.O. Box 8717
Bacliff, TX 77518-8717

ESD #2
George Strong-Treasurer
PO Box 1575
Crystal Beach, TX 77650

Tina Lee
High Island I.S.D.
P.O. Box 246
High Island, TX 77623

City of Texas City
P.O. Box 2608
Texas City, TX 77592

Aurora Amaro
W.C.I.D #1
P. O. Box 307
Dickinson, TX 77539

Miranda Sandstrum
Bayview M.U.D.
309 Miles Road
Bacliff, TX 77518

Rebecca Underhill,
Director of Finance
City of League City
300 West Walker
League City, TX 77573

Angie Barrera
Galveston County M.U.D. #12
2929 Hwy 6, Suite 300
Hitchcock, TX 77563

Mike Darlow
Dickinson I.S.D. Attorney
1235 North Loop West, Suite 600
Houston, TX 77008

Bill Russell-Tara Glen MUD
C/O Myrtle Cruz Inc.
3401 Louisiana St., Suite 400
Houston, TX 77002

08/01/2018 11:59:44 3031939
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2018 THRU 07/31/2018
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 26
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.432349	98,750.72	.00	4,411.09	.00	103,161.81	3,943.64	.00	.00	107,105.45
	I & S	.095000	21,698.52	.00	969.24	.00	22,667.76	.00	.00	.00	22,667.76
	TOTAL	.527349	120,449.24	.00	5,380.33	.00	125,829.57	3,943.64	.00	.00	129,773.21
2016	M & O	.462000	1,558.82	.00	956.18	.00	2,515.00	751.32	.00	.00	3,266.32
	I & S	.084000	283.42	.00	173.86	.00	457.28	.00	.00	.00	457.28
	TOTAL	.546000	1,842.24	.00	1,130.04	.00	2,972.28	751.32	.00	.00	3,723.60
2015	M & O	.497200	561.65	.00	19.74-	.00	541.91	11.14	.00	.00	553.05
	I & S	.071500	80.77	.00	2.84-	.00	77.93	.00	.00	.00	77.93
	TOTAL	.568700	642.42	.00	22.58-	.00	619.84	11.14	.00	.00	630.98
2014	M & O	.530300	559.10	.00	55.96	.00	615.06	49.80	.00	.00	664.86
	I & S	.061100	64.41	.00	6.45	.00	70.86	.00	.00	.00	70.86
	TOTAL	.591400	623.51	.00	62.41	.00	685.92	49.80	.00	.00	735.72
2013	M & O	.530300	398.89	.00	35.56	.00	434.45	15.41	.00	.00	449.86
	I & S	.061100	45.95	.00	4.11	.00	50.06	.00	.00	.00	50.06
	TOTAL	.591400	444.84	.00	39.67	.00	484.51	15.41	.00	.00	499.92
2012	M & O	.530700	377.82	.00	285.79	.00	663.61	144.79	.00	.00	808.40
	I & S	.066300	47.20	.00	35.70	.00	82.90	.00	.00	.00	82.90
	TOTAL	.597000	425.02	.00	321.49	.00	746.51	144.79	.00	.00	891.30
2008	M & O	.509700	3.60	.00	4.50	.00	8.10	1.83	.00	.00	9.93
	I & S	.070000	.50	.00	.62	.00	1.12	.00	.00	.00	1.12
	TOTAL	.579700	4.10	.00	5.12	.00	9.22	1.83	.00	.00	11.05
2007	M & O	.501600	58.78	.00	80.52	.00	139.30	32.02	.00	.00	171.32
	I & S	.074800	8.76	.00	12.01	.00	20.77	.00	.00	.00	20.77
	TOTAL	.576400	67.54	.00	92.53	.00	160.07	32.02	.00	.00	192.09
ALL	M & O		102,269.38	.00	5,809.86	.00	108,079.24	4,949.95	.00	.00	113,029.19
ALL	I & S		22,229.53	.00	1,199.15	.00	23,428.68	.00	.00	.00	23,428.68
ALL	TOTAL		124,498.91	.00	7,009.01	.00	131,507.92	4,949.95	.00	.00	136,457.87
DLQ	M & O		3,518.66	.00	1,398.77	.00	4,917.43	1,006.31	.00	.00	5,923.74
DLQ	I & S		531.01	.00	229.91	.00	760.92	.00	.00	.00	760.92
DLQ	TOTAL		4,049.67	.00	1,628.68	.00	5,678.35	1,006.31	.00	.00	6,684.66
CURR	M & O		98,750.72	.00	4,411.09	.00	103,161.81	3,943.64	.00	.00	107,105.45
CURR	I & S		21,698.52	.00	969.24	.00	22,667.76	.00	.00	.00	22,667.76
CURR	TOTAL		120,449.24	.00	5,380.33	.00	125,829.57	3,943.64	.00	.00	129,773.21

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 07/01/2018 THRU 07/31/2018
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2016 RF180712	200596	201612	0.00	0.00	0.00	0.00 16S1	262.17-	262.17-
2016 RF180712	200596	201612	262.17-	0.00	0.00	0.00 16S1	262.17	0.00
2016 RF180712	202484	201612	183.91-	0.00	0.00	0.00 16S1	183.91	0.00
2016 RF180712	202484	201612	0.00	0.00	0.00	0.00 16S1	183.91-	183.91-
2016 RF180712	288432	201701	3,192.68-	0.00	0.00	0.00 16S1	3,192.68	0.00
2016 RF180712	288432	201701	0.00	0.00	0.00	0.00 16S1	3,192.68-	3,192.68-
2016 RF180712	288764	201612	136.50-	0.00	0.00	0.00 16S1	136.50	0.00
2016 RF180712	288764	201612	0.00	0.00	0.00	0.00 16S1	136.50-	136.50-
2016 RF180712	293563	201701	0.00	0.00	0.00	0.00 16S1	136.50-	136.50-
2016 RF180712	293563	201701	136.50-	0.00	0.00	0.00 16S1	136.50	0.00
2016 RF180712	9909732	201709	0.00	0.00	0.00	0.00 16S1	584.11-	584.11-
2016 RF180712	9909732	201709	405.63-	0.00	81.13-	97.35-16S1	584.11	0.00
2016 TOTAL			4,317.39-	0.00	81.13-	97.35-	0.00	4,495.87-
2017 762070618TR	10578300000027	201805	581.82-	0.00	75.64-	0.00 2017	0.00	657.46-
2017 762072418TR	10979900000019	201801	864.85-	0.00	0.00	0.00 HS02	0.00	864.85-
2017 RF180712	168252	201801	0.00	0.00	0.00	0.00 17S1	131.84-	131.84-
2017 RF180712	168252	201801	131.84-	0.00	0.00	0.00 17S1	131.84	0.00
2017 879070218PHC	184135	201806	1,117.19-	0.00	0.00	0.00 TEST	0.00	1,117.19-
2017 RF180712	200596	201712	0.00	0.00	0.00	0.00 17S1	226.76-	226.76-
2017 RF180712	200596	201712	226.76-	0.00	0.00	0.00 17S1	226.76	0.00
2017 RF180712	202484	201712	177.62-	0.00	0.00	0.00 17S1	177.62	0.00
2017 RF180712	202484	201712	0.00	0.00	0.00	0.00 17S1	177.62-	177.62-
2017 RF180712	202850	201712	0.00	0.00	0.00	0.00 17S1	131.84-	131.84-
2017 RF180712	202850	201712	131.84-	0.00	0.00	0.00 17S1	131.84	0.00
2017 RF180712	218816	201712	0.00	0.00	0.00	0.00 17S1	218.71-	218.71-
2017 RF180712	218816	201712	218.71-	0.00	0.00	0.00 17S1	218.71	0.00
2017 RF180712	288432	201804	3,083.69-	0.00	339.21-	0.00 17S1	3,422.90	0.00
2017 RF180712	288432	201804	0.00	0.00	0.00	0.00 17S1	3,422.90-	3,422.90-
2017 RF180712	288764	201712	0.00	0.00	0.00	0.00 17S1	189.98-	189.98-
2017 RF180712	288764	201712	189.98-	0.00	0.00	0.00 17S1	189.98	0.00
2017 RF180712	293563	201801	199.65-	0.00	0.00	0.00 17S1	199.65	0.00
2017 RF180712	293563	201801	0.00	0.00	0.00	0.00 17S1	199.65-	199.65-
2017 762071918TR	310200	201804	159.28-	0.00	19.12-	0.00 TEST	0.00	178.40-
2017 RF180712	377396	201712	131.84-	0.00	0.00	0.00 17S1	131.84	0.00
2017 RF180712	377396	201712	0.00	0.00	0.00	0.00 17S1	131.84-	131.84-
2017 RF180712	524533	201712	714.20-	0.00	0.00	0.00 17S1	714.20	0.00
2017 RF180712	524533	201712	0.00	0.00	0.00	0.00 17S1	714.20-	714.20-
2017 879071718PHC	606693	201806	572.13-	0.00	0.00	0.00 17S7	0.00	572.13-
2017 879071718PHC	606693	201806	572.14-	0.00	0.00	0.00 17S7	0.00	572.14-
2017 RF180712	612883	201712	491.69-	0.00	0.00	0.00 17S1	491.69	0.00
2017 RF180712	612883	201712	0.00	0.00	0.00	0.00 17S1	491.69-	491.69-

08/01/2018 11:58:34
TC298-M SELECTION: DEPOSIT

3031939

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 07/01/2018 THRU 07/31/2018
JURISDICTION: 337 FRIENDWD CITY

PAGE: 63
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2017 TOTAL		9,565.23-	0.00	433.97-	0.00	0.00	9,999.20-
	TOTAL REVERSALS		13,882.62-	0.00	515.10-	97.35-	0.00	14,495.07-

08/01/2018 09:54:4
TC168

3031691

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2017 TO 07/31/2018

INCLUDES AG ROLLBACK

PAGE: 17

FISCAL START: 08/01/2017 END: 07/31/2018 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,264,000,598	143,495,378	3,407,495,976	00.527349	17,564,995.09	16,560
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2017	16,816,368.54	748,626.55	748,626.55	17,398,142.80	17,398,142.80	166,852.29	99.05	0.00
2016	167,621.71	31,077.98-	31,077.98-	92,331.96	92,331.96	44,211.77	67.62	0.00
2015	43,241.57	6,907.58	6,907.58	28,478.21	28,478.21	21,670.94	56.79	0.00
2014	35,109.90	7,458.75	7,458.75	20,219.44	20,219.44	22,349.21	47.50	0.00
2013	26,342.64	7,968.80	7,968.80	16,978.38	16,978.38	17,333.06	49.48	0.00
2012	21,447.65	7,892.79	7,892.79	15,564.91	15,564.91	13,775.53	53.05	0.00
2011	15,195.88	6.49-	6.49-	2,032.82	2,032.82	13,156.57	13.38	0.00
2010	12,873.11	6.44-	6.44-	693.45	693.45	12,173.22	5.39	0.00
2009	14,414.19	53.58-	53.58-	419.32	419.32	13,941.29	2.92	53.58-
2008	10,931.67	.00	0.00	314.45	314.45	10,617.22	2.88	0.00
2007	7,336.43	.00	0.00	256.32	256.32	7,080.11	3.49	0.00
2006	4,103.27	.00	0.00	52.67	52.67	4,050.60	1.28	0.00
2005	2,532.46	.00	0.00	5.13	5.13	2,527.33	.20	0.00
2004	655.92	.00	0.00	5.43	5.43	650.49	.83	0.00
2003	652.55	.00	0.00	5.43	5.43	647.12	.83	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85		0.00
2001	941.66	.00	0.00	0.00	0.00	941.66		0.00
2000	996.69	.00	0.00	0.00	0.00	996.69		0.00
1999	481.49	.00	0.00	0.00	0.00	481.49		0.00
1998	551.21	.00	0.00	0.00	0.00	551.21		0.00
1997	838.82	.00	0.00	91.20	91.20	747.62	10.87	0.00
1996	0.00	.00	0.00	0.00	0.00	0.00		0.00
***	17,183,562.21	747,709.98	747,709.98	17,575,591.92	17,575,591.92	355,680.27		53.58-

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 265
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
	-----	-----	-----	-----	-----	-----
LAND VALUE	4,271,816,787	3,655,904,976	43,883,319	42,910-	43,840,409	3,699,745,385
AG EXCLUSION	18,989,755	18,989,755	821,389	263,590-	557,799	19,547,554
IMPROVEMENTS	615,911,811	615,911,811	144,815,891	3,640,029-	141,175,862	757,087,673
APPRAISED VALUE	4,271,816,787	4,271,816,787	188,699,210	3,682,939-	185,016,271	4,456,833,058
EXEMPTIONS	988,826,434	988,826,434	32,194,115	8,768,979	41,520,893	1,030,347,327
TAXABLE VALUE	3,264,000,598	3,264,000,598	155,683,706	12,188,328-	143,495,378	3,407,495,976
LEVY	16,816,368.54	16,816,368.54	1,053,324.63	304,698.08-	748,626.55	17,564,995.09
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	463	103	106	10,111
OVER 65	2,854	2,854	95	41	41	2,895
DISABLED	0	0	13	9	9	9
VETERAN	207	207	12	10	10	217
TOTAL EXEMPT	647	647	0	0	0	647

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 266
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
	-----	-----	-----	-----	-----	-----
LAND VALUE	3,999,127,118	3,429,239,107	0	97,774-	97,774-	3,429,141,333
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	2,362,836	2,164,540-	198,296	570,086,307
APPRAISED VALUE	3,999,127,118	3,999,127,118	2,362,836	2,262,314-	100,522	3,999,227,640
EXEMPTIONS	968,850,710	968,850,710	782,007	5,287,814	6,069,821	974,920,531
TAXABLE VALUE	3,016,840,195	3,016,840,195	1,580,829	7,550,128-	5,969,299-	3,010,870,896
LEVY	167,621.71	167,621.71	8,585.31	39,663.29-	31,077.98-	136,543.73
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	1	42	42	9,955
OVER 65	2,721	2,721	0	24	24	2,745
DISABLED	0	0	1	2	2	2
VETERAN	242	242	0	3	3	245
TOTAL EXEMPT	642	642	0	0	0	642

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 267
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
	-----	-----	-----	-----	-----	-----
LAND VALUE	3,624,772,568	3,125,559,710	0	0	0	3,125,559,710
AG EXCLUSION	17,997,504	17,997,504	0	0	0	17,997,504
IMPROVEMENTS	499,212,858	499,212,858	991,929	339,928-	652,001	499,864,859
APPRAISED VALUE	3,624,772,568	3,624,772,568	991,929	339,928-	652,001	3,625,424,569
EXEMPTIONS	906,250,004	906,250,004	52,000	296,023-	244,023-	906,005,981
TAXABLE VALUE	2,700,525,060	2,700,525,060	939,929	43,905-	896,024	2,701,421,084
LEVY	43,241.57	43,241.57	5,312.37	1,595.21	6,907.58	50,149.15
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	1	4-	4-	9,421
OVER 65	2,517	2,517	0	2-	2-	2,515
DISABLED	170	170	1	0	0	170
VETERAN	231	231	0	0	0	231
TOTAL EXEMPT	632	632	0	0	0	632

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 268
INCLUDES AG ROLLBACK

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2017 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 07/31/2018 -----
LAND VALUE	3,220,611,338	2,761,917,896	0	0	0	2,761,917,896
AG EXCLUSION	22,656,763	22,656,763	0	0	0	22,656,763
IMPROVEMENTS	458,693,442	458,693,442	983,763	121,118-	862,645	459,556,087
APPRAISED VALUE	3,220,611,338	3,220,611,338	983,763	121,118-	862,645	3,221,473,983
EXEMPTIONS	739,118,459	739,118,459	45,000	119,694-	74,694-	739,043,765
TAXABLE VALUE	2,458,836,116	2,458,836,116	938,763	1,424-	937,339	2,459,773,455
LEVY	35,109.90	35,109.90	5,551.84	1,906.91	7,458.75	42,568.65
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	1	2-	2-	9,646
OVER 65	2,524	2,524	0	0	0	2,524
DISABLED	176	176	1	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2013
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 269
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
LAND VALUE	3,137,530,828	3,137,530,828	0	0	0	3,137,530,828
AG EXCLUSION	23,290,819	23,290,819	0	0	0	23,290,819
IMPROVEMENTS	0	0	1,048,652	90,420-	958,232	958,232
APPRAISED VALUE	3,137,530,828	3,137,530,828	1,048,652	90,420-	958,232	3,138,489,060
EXEMPTIONS	704,624,861	704,624,861	45,000	95,671-	50,671-	704,574,190
TAXABLE VALUE	2,409,615,148	2,409,615,148	1,003,652	5,251	1,008,903	2,410,624,051
LEVY	26,342.64	26,342.64	5,935.60	2,033.20	7,968.80	34,311.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,611	9,611	1	2-	2-	9,609
OVER 65	2,398	2,398	0	0	0	2,398
DISABLED	183	183	1	0	0	183
VETERAN	215	215	0	0	0	215
TOTAL EXEMPT	618	618	0	0	0	618

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2012
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 270
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
	-----	-----	-----	-----	-----	-----
LAND VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
AG EXCLUSION	24,253,634	24,253,634	0	0	0	24,253,634
IMPROVEMENTS	0	0	968,684	1,000-	967,684	967,684
APPRAISED VALUE	3,010,746,098	3,010,746,098	968,684	1,000-	967,684	3,011,713,782
EXEMPTIONS	688,493,465	688,493,465	0	0	0	688,493,465
TAXABLE VALUE	2,297,998,999	2,297,998,999	968,684	1,000-	967,684	2,298,966,683
LEVY	21,447.65	21,447.65	5,783.04	2,109.75	7,892.79	29,340.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,520	9,520	0	0	0	9,520
OVER 65	2,294	2,294	0	0	0	2,294
DISABLED	184	184	0	0	0	184
VETERAN	202	202	0	0	0	202
TOTAL EXEMPT	611	611	0	0	0	611

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2011
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 271
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
	-----	-----	-----	-----	-----	-----
LAND VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
AG EXCLUSION	25,181,497	25,181,497	0	0	0	25,181,497
IMPROVEMENTS	0	0	0	1,000-	1,000-	1,000
APPRAISED VALUE	3,027,077,728	3,027,077,728	0	1,000-	1,000-	3,027,076,728
EXEMPTIONS	693,987,772	693,987,772	0	0	0	693,987,772
TAXABLE VALUE	2,307,908,459	2,307,908,459	0	1,000-	1,000-	2,307,907,459
LEVY	15,195.88	15,195.88	.00	6.49-	6.49-	15,189.39
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,686	9,686	0	0	0	9,686
OVER 65	2,190	2,190	0	0	0	2,190
DISABLED	191	191	0	0	0	191
VETERAN	183	183	0	0	0	183
TOTAL EXEMPT	606	606	0	0	0	606

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2010
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 272
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	1,000-	1,000-	1,000
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	1,000-	1,000-	3,002,749,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	1,000-	1,000-	2,281,485,034
LEVY	12,873.11	12,873.11	.00	6.44-	6.44-	12,866.67
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2009
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 273
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2017	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2018
	-----	-----	-----	-----	-----	-----
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	14,414.19	14,414.19	.00	53.58-	53.58-	14,360.61
UNCOLLECTIBLE	.00	53.58	.00	.00	.00	53.58
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

Summary of Jurisdiction Remittances Processed

Report run on: August 2, 2018 2:52 PM

For Remitted Deposit Dates 07/01/2018 thru 07/31/2018 as of 08/02/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 41499	Print Date:07/09/2018						
	Current	15,131.63	3,324.87	0.00	0.00	0.00	18,456.50
	Delq	196.05	35.64	0.00	0.00	0.00	231.69
Last Deposit Date	07/02/2018	\$15,327.68	\$3,360.51	\$0.00	\$0.00	\$0.00	\$18,688.19
ACH 41537	Print Date:07/10/2018						
	Current	9,802.74	2,153.95	0.00	0.00	0.00	11,956.69
Last Deposit Date	07/03/2018	\$9,802.74	\$2,153.95	\$0.00	\$0.00	\$0.00	\$11,956.69
ACH 41575	Print Date:07/10/2018						
	Current	14,577.73	3,203.18	0.00	0.00	0.00	17,780.91
	Delq	1,320.34	240.07	0.00	0.00	0.00	1,560.41
Last Deposit Date	07/05/2018	\$15,898.07	\$3,443.25	\$0.00	\$0.00	\$0.00	\$19,341.32
ACH 41613	Print Date:07/11/2018						
	Current	8,030.67	1,764.57	0.00	0.00	0.00	9,795.24
Last Deposit Date	07/06/2018	\$8,030.67	\$1,764.57	\$0.00	\$0.00	\$0.00	\$9,795.24
ACH 41650	Print Date:07/11/2018						
	Current	6,557.09	1,440.80	0.00	0.00	0.00	7,997.89
	Delq	43.76	6.44	0.00	0.00	0.00	50.20
Last Deposit Date	07/09/2018	\$6,600.85	\$1,447.24	\$0.00	\$0.00	\$0.00	\$8,048.09
ACH 41687	Print Date:07/12/2018						
	Current	4,827.64	1,060.81	0.00	0.00	0.00	5,888.45
	Delq	3,030.88	472.53	0.00	0.00	0.00	3,503.41
Last Deposit Date	07/10/2018	\$7,858.52	\$1,533.34	\$0.00	\$0.00	\$0.00	\$9,391.86
ACH 41721	Print Date:07/13/2018						
	Current	752.20	165.28	0.00	0.00	0.00	917.48
Last Deposit Date	07/11/2018	\$752.20	\$165.28	\$0.00	\$0.00	\$0.00	\$917.48
ACH 41861	Print Date:07/20/2018						
	Current	4,833.87	1,062.10	0.00	0.00	0.00	5,895.97
	Delq	(3,772.63)	(679.33)	0.00	0.00	0.00	(4,451.96)
Last Deposit Date	07/18/2018	\$1,061.24	\$382.77	\$0.00	\$0.00	\$0.00	\$1,444.01
ACH 41896	Print Date:07/23/2018						
	Current	4,637.53	1,019.00	0.00	0.00	0.00	5,656.53
	Delq	1,100.12	153.46	0.00	0.00	0.00	1,253.58
Last Deposit Date	07/19/2018	\$5,737.65	\$1,172.46	\$0.00	\$0.00	\$0.00	\$6,910.11
ACH 41934	Print Date:07/24/2018						
	Current	3,940.69	865.90	0.00	0.00	0.00	4,806.59
Last Deposit Date	07/20/2018	\$3,940.69	\$865.90	\$0.00	\$0.00	\$0.00	\$4,806.59
ACH 41970	Print Date:07/25/2018						
	Current	998.70	219.44	0.00	0.00	0.00	1,218.14
	Delq	616.14	112.03	0.00	0.00	0.00	728.17
Last Deposit Date	07/23/2018	\$1,614.84	\$331.47	\$0.00	\$0.00	\$0.00	\$1,946.31

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Summary of Jurisdiction Remittances Processed

Report run on: August 2, 2018 2:52 PM

For Remitted Deposit Dates 07/01/2018 thru 07/31/2018 as of 08/02/2018

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 42005	Print Date:07/26/2018						
	Current	2,558.01	562.09	0.00	0.00	0.00	3,120.10
	Delq	98.10	11.30	0.00	0.00	0.00	109.40
Last Deposit Date	07/24/2018	\$2,656.11	\$573.39	\$0.00	\$0.00	\$0.00	\$3,229.50
ACH 42042	Print Date:07/27/2018						
	Current	4,880.07	1,072.28	0.00	0.00	0.00	5,952.35
	Delq	2,176.93	395.81	0.00	0.00	0.00	2,572.74
Last Deposit Date	07/25/2018	\$7,057.00	\$1,468.09	\$0.00	\$0.00	\$0.00	\$8,525.09
ACH 42079	Print Date:07/30/2018						
	Current	6,809.93	1,496.36	0.00	0.00	0.00	8,306.29
Last Deposit Date	07/26/2018	\$6,809.93	\$1,496.36	\$0.00	\$0.00	\$0.00	\$8,306.29
ACH 42115	Print Date:07/31/2018						
	Current	4,235.88	930.76	0.00	0.00	0.00	5,166.64
	Delq	76.90	9.11	0.00	0.00	0.00	86.01
Last Deposit Date	07/27/2018	\$4,312.78	\$939.87	\$0.00	\$0.00	\$0.00	\$5,252.65
ACH 42151	Print Date:08/01/2018						
	Current	5,761.91	1,266.05	0.00	0.00	0.00	7,027.96
	Delq	14.61	1.82	0.00	0.00	0.00	16.43
Last Deposit Date	07/30/2018	\$5,776.52	\$1,267.87	\$0.00	\$0.00	\$0.00	\$7,044.39
ACH 42190	Print Date:08/02/2018						
	Current	4,825.52	1,060.32	0.00	0.00	0.00	5,885.84
	Delq	16.23	2.04	0.00	0.00	0.00	18.27
Last Deposit Date	07/31/2018	\$4,841.75	\$1,062.36	\$0.00	\$0.00	\$0.00	\$5,904.11
Total:		\$108,079.24	\$23,428.68	\$0.00	\$0.00	\$0.00	\$131,507.92



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: 09/10/18

Date Submitted: 08/27/18

Dept. Clearances: Melinda Welsh

Prepared by: Heather Van Dine

Subject: Approve Council Minutes

Originating Department: City Secretary

Proceeding: Consent Agenda

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of June 04, 2018, July 02, 2018, and August 06, 2018, are submitted for Council's review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter.

RECOMMENDATIONS

City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

[06-04-18 Minutes](#)

[07-02-18 Minutes](#)

[08-06-18 Minutes](#)

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STATE OF TEXAS)
CITY OF FRIENDSWOOD)
COUNTIES OF GALVESTON/HARRIS)
JUNE 04, 2018)

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **JUNE 04, 2018**, AT 5:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR
MAYOR PRO-TEM
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ATTORNEY
CITY MANAGER
CITY SECRETARY

MIKE FOREMAN
STEVE ROCKEY
SALLY BRANSON
TRISH HANKS
ROBERT J. GRIFFON
CARL GUSTAFSON
MARY KAY FISCHER
MORAD KABIRI
MELINDA WELSH

Councilmember John Scott was absent from the meeting.

REGULAR SESSION

Mayor Foreman called the meeting to order.

The invocation was given by Pastor David Bridges with Friendswood Friends Church.

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

COMMUNICATIONS FROM THE PUBLIC

Thad Roher, Friendswood Independent School District Superintendent, thanked Friendswood Police Chief Bob Wieners, the Police Department Staff, City Manager Morad Kabiri, Mayor Foreman, and Council for providing the school district with additional security the last two weeks of school. This allowed the school district to continue their mission of educating students. It was a big task and stated he wished he could share all the comments from parents and even students. The school district is grateful for the additional support that was provided.

Bob Selig, Friendswood resident, addressed Council and stated he moved to Friendswood in 2011, heard their house had never flooded, during Hurricane Harvey his house had two feet of water in it for four days, and over the last nine months he has been dealing with flooding and bureaucracy issues. He stated he is concerned that he is not seeing activity to indicate that flooding is being addressed, developer issue on Dixie Farm Road, is city really interested in getting the flooding problem solved, lives a quarter of a mile from Clear Creek, and asked Council to address the flood issue and work with all government agencies necessary to focus not only on draining/dredging the creeks but also work on cleaning out the sewer system which has not been cleaned out in years.

Deirdre Brown, Friendswood resident, addressed Council and stated she is a recovering grass roots advocate, tried to extract herself from dealing with city issues, but have seen some incredulous emails posted on social media and have concerns with efforts to try to sensor citizens on social media. She stated she was hopeful after Mayor Foreman was elected that citizens would see transparency, have not seen the efforts for transparency to date, habitual issue of altering documents, and has not heard back from any of Council after e-mailing them. She further stated she has seen recent emails which have been alarming to many who have read them, sat on the dais before, did her own research to get her own information on issues, complimented Councilmember Griffon, came across with glowing

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recommendations from parties present at the Council retreat, have heard and seen councilmembers try to sensor citizens, and remains hopeful that the city will have councilmembers with pride.

Connie Ratisseau, Friendswood resident, address Council and welcomed the new councilmembers, does not want to keep coming to Council, wants to turn away, flooding is personal for a lot of people in Friendswood, when citizens hear of engineers contacting the city about reverting to old flood maps and what it means to their development, get on social media to know what citizens are concerned about, tries to be forthcoming with information that she has access to, and difficult at times to get. It is nine months after Hurricane Harvey and city is in a worse place now, received 54 inches of rain, people say it is a once-in-a-lifetime event, did not take 54 inches to flood her house or others. She stated in February saw the creeks rise with less amount of rain, listed sites on social media for citizens to receive information related to flooding, it is personal and hopes Council does something.

Rene Nowalk, Friendswood resident, addressed Council and stated she moved to Friendswood in 1997, concerned about dirt relocation on Edgewood and Timber Creek, fill dirt is being used to raise the elevation of the corner of Timber Creek and Edgewood, flooding could occur, asks the city to provide transparency on how the elevation or mitigation has been implemented, Southbend Subdivision dirt near Brio site, discussed chemicals found on site, given the proximity of the Brio site to Southbend Subdivision there is a possible negative impact to the dirt, and asked the city to seek an independent assessment of the environmental impact of the waste fill.

Dolly Cruise, Friendswood resident, addressed Council and stated she has lived in Friendswood since 1986, concerned for her neighbors and friends, read an email sent by Kathy Curry, a concerned citizen that lived near the Brio site concerned with dirt being distributed from the Brio site to other areas, and asked Council to listen.

Don Johnson, Friendswood resident, addressed Council and congratulated Mayor Foreman, Councilmembers Hanks, Rockey and Griffon on their election. At the meeting as a citizen of the City of Friendswood, lives on Clear Creek, has been following Clear Creek for years, no structural changes to improve the conveyance of water has been made to Clear Creek in 50 years, upstream Brazoria Drainage District Four has managed to straighten the creek out, to widen it, to put a slope on the banks, and to clear all of the underbrush. There is a need to improve the conveyance and detention area to try and protect residents of Friendswood, all have been distracted by development on Dixie Farm Road where a permit was issued surprisingly for 150,000 cubic yards to be dumped on an 11 acre plat, asking Council to revoke the permit, and go back to the 2007 flood maps.

Cheryl Johnson, Friendswood resident, addressed Council and stated she lives in Friendswood Estates between FM 2351 and Dixie Farm Road upstream from the Forest of Friendswood and across the creek from the paintball zone. She stated she wrote letters to Council, Planning and Zoning Commission (P&Z), Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, and the Community and Economic Development Committee, has done a tremendous amount of correspondence and research, asked that any proposed zoning change on Dixie Farm Road be rejected by P&Z, needs to be a detention site, city should revert back to the 2007 flood maps, knows that with a two-inch rain now in Houston the creek rises where she lives 17 feet, asked Council to revoke the development permit because it is flawed, if not hold the developer's feet to the fire and do what they are supposed to do.

Councilmember Rockey asked if this item could be placed on a future agenda. City Attorney Mary Kay Fischer answered as the topic relates to threatened litigation it would not be in the city's best interest to discuss in a public forum.

Councilmember Gustafson stated he was not aware of any threatened litigation.

City Attorney Mary Kay Fischer stated there was a Notice of Claim filed against the city.

City Manager Morad Kabiri stated a Public Information Request can be submitted for the Notice of Claim and the environmental reports that have been done on the dirt.

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WORK SESSION

Mayor Foreman opened the discussion regarding Capital Projects update. Director of Public Works/City Engineer Patrick Donart presented a PowerPoint presentation regarding the progress made on Capital Projects since the May Council meeting. He reported on Old City Park, Blackhawk Boulevard Phase II, Pavement Management Study, Lift Station No. 23, Blackhawk Wastewater Treatment Plant, current Texas Department of Transportation (TxDOT) projects, and current Galveston County Consolidated Drainage District projects throughout the city.

Discussion took place between Mayor, Council, and Staff regarding that the dog park is anticipated to be opened for dogs by Fall, Staff is working on a Request for Proposal (RFP) for the desilting of 140,000 linear feet of storm sewer system. Pavement Management Survey, cost per mile evaluation is \$1.4 Million per mile, total estimated cost over a five year period is \$39 Million, Pavement Condition Index (PCI) score of 67, structural integrity of streets, various budget levels of repairs, to maintain a PCI of 67 estimated to spend \$1.8 Million per year on repairs, sales tax revenue for streets is approximately \$1.4 Million a year, Staff will evaluate the opportunity to capitalize on funds available to install sidewalks, sales tax revenue can only be spent on street repairs but sidewalks can be installed in conjunction with the repairs, and estimated cost is for light surface, asphalt versus concrete roads. Staff will go out for an RFP for unit prices on street repairs to see how much funding can be applied across the needs, and then Council can direct Staff on the batch of streets to tackle with the funding available.

Mayor Foreman opened the discussion between Council, Staff, and the Planning and Zoning Commission regarding proposed changes to the Zoning Ordinance related to the Permitted Use Table and Regulation Matrix as enumerated in the Joint Public Hearing language.

Planning and Zoning Commission Chair Rhonda Neel opened the Planning and Zoning Commission's portion of the Joint Work Session.

Community Development Director/City Planner Aubrey Harbin stated the Planning and Zoning Commission (P&Z) has been working on a few changes to the Zoning Ordinance for Council to review. The proposed changes are in reference to the Permitted Use Table (PUT), classifies business uses to determine if allowed in certain zoning districts. The North American Industry Classification System (NAICS) is a reference book used by Staff to determine business uses, updated every five years, includes reference numbers to classify businesses and the numbers are used in the city's Permitted Use Table (PUT). The city's current PUT references the 2012 numbers, need to update to 2017, summary of changes in Council's backup material, were not any significant changes that affected the city's PUT. Staff recommends a couple of proposed changes after reviewing the PUT, current text in the zoning ordinance references the 1997 version of NAICS, update to the 2017 NAICS, expand all the use numbers out to a minimum of three digits, add NAICS Use No. 425, Wholesale Electronic Markets and Agents and Brokers, and expand NAICS Use No. 447, Gas Stations to include NAICS Use No. 447190, Other Gasoline Stations (gas stations without convenience stores, truck stops and marine service stations).

Planning and Zoning Commissioner Richard Sasson stated P&Z formed a subcommittee to review the Staff's proposed changes, subcommittee found no fault in the proposed changes, updating to current NAICS reference book will make consistent with the remainder of codes and permits, and administratively improves things.

Community Development Director/City Planner Aubrey Harbin stated the next item is to add an exception to the Regulation Matrix for residential zoning districts. There have been a couple of Zoning Board of Adjustments (ZBOA) applications that have been processed due to residents elevating their homes on existing foundations. When raising a home, the stairs have to be extended further in front of the house and encroach the building line. In the current zoning ordinance definitions, stairs are not supposed to encroach the front building line. There have been two variances so far. Staff has a proposed exception so that residents do not have to apply to ZBOA for a variance. It is proposed to allow stairs to encroach the front building line in specific circumstances, must be uncovered stairs, be a minimum of 10 feet from

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the property line, house has to be being elevated or reconstructed on an existing foundation to either meet or exceed current flood plain standards, stairway projection is limited to a minimum area required to meet the accessibility requirement per the building code, and at the widest point the stairs cannot be wider than 10 feet.

CLOSED EXECUTIVE SESSION

Mayor Foreman asked if anyone would like to speak regarding the Executive Sessions. No one spoke.

Council convened into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.071 – Consultation with Attorney, to seek the advice of its attorney on matters subject to the attorney-client privilege, Section 551.071 – Consultation with Attorney about pending litigation, Cause No. 18-CV-0108; Joseph Tostado v. City of Friendswood; in the 122nd Judicial District Court of Galveston County, Texas, and Section 551.071 – Consultation with Attorney about pending litigation, Cause No. 18-CV-0687; Christine Audibert v. Zoning Board of Adjustment of the City of Friendswood, Texas; in the 405th Judicial District Court of Galveston County, Texas.

RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with no action taken later in the meeting.

JOINT PUBLIC HEARINGS

Mayor Foreman and Planning and Zoning Commission Chair Rhonda Neel called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding a zone classification change request for 2.504 acres of land out of Lot 12 Block 2, Friendswood Subdivision, located at 213 East Heritage Drive, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density/Specific Use Permit (MFR-L/SUP) to Planned Unit Development (PUD).

Community Development Director/City Planner Aubrey Harbin explained that the property had an original Specific Use Permit (SUP) that was approved in 1974, sustained more than 50% damage during Hurricane Harvey, zoning needs to be brought into compliance in order for building to be brought into compliance, additional parking lot was not included in the original SUP, purpose of request is to correct zoning, Permitted Use Table (PUT) no longer allows a nursing home use with an SUP in the Multi-Family Residential Low Density zoning district, ordinance would be written specifically for this property, nursing home use would be the only use allowed, building would remain as the existing site plan, are not in a high hazard flood zone, and does meet the current elevation requirements for Galveston County.

Planning and Zoning Commission Chair Neel asked if the applicant would like to speak.

Richard Pierson, applicant, stated he is a representative of Plan Review in League City, have been charged with creating a Planned Unit Development (PUD), property was permitted in 1974 and are trying to bring zoning up to date, owner will remodel the facility, low impact and traffic, scale of building fits the neighborhood, and a lot of the resident's families live nearby.

Planning and Zoning Commission Chair Neel asked if anyone would like to speak in favor of the request. No one spoke.

Planning and Zoning Commission Chair Neel asked if anyone would like to speak in opposition of the request.

Phil Ratisseau, Friendswood resident, stated the facility flooded during Hurricane Harvey, a Councilmember and volunteers had to evacuate the facility, a shelter had to be opened for residents, did not plan for emergencies, though the elevation meets the requirements in the past it would not pass under current requirements, would hate to see elderly citizens go through the same thing again, lucky

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there was no fatalities, and no one needs to go through what the residents of the facility went through.

Planning and Zoning Commission Chair Neel adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left Council's portion of the Joint Public Hearing open.

Mayor Foreman and Planning and Zoning Commission Chair Rhonda Neel called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding amending Appendix C, Zoning Ordinance of the City of Friendswood Code of Ordinances, regarding amendments to Section 7.P.5. North American Industry Classification System (NAICS) Codes to change version reference from "1997" to the "current" North American Industry Classification System (NAICS) Codes; and Section 7.P.6. Permitted Use Table (PUT) to update the reference to the 2017 NAICS Codes; to add NAICS Use No. 425 Wholesale Electronic Markets and Agents and Brokers; and to add NAICS Use No. 447190, Other Gasoline Stations (gas stations without convenience stores, truck stops and marine service stations).

Planning and Zoning Commission Chair Neel asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Community Development Director/City Planner Aubrey Harbin explained the request would update the NAICS reference to 2017, adding NAICS Use No. 425 Wholesale Electronic Markets and Agents and Brokers, and expand NAICS Use No. 447190 Other Gasoline Stations to better define the use of other gas stations.

Planning and Zoning Commission Chair Neel adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left Council's portion of the Joint Public Hearing open.

Mayor Foreman and Planning and Zoning Commission Chair Rhonda Neel called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding amending Appendix C, Zoning Ordinance of the City of Friendswood Code of Ordinances, regarding amendments to Section 7.Q.3. Area and Height exceptions, to allow stairs of an elevated house to encroach the front building line in certain situations.

Community Development Director/City Planner Aubrey Harbin stated must be elevated to meet or exceed flood requirement, must maintain 10 feet from property line, must be uncovered stairs, and cannot be wider than 10 feet.

Planning and Zoning Commission Chair Neel asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Planning and Zoning Commission Chair Neel adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left Council's portion of the Joint Public Hearing open.

COMMUNICATIONS FROM THE PUBLIC

David Allen, Friendswood resident, addressed Council and stated he passed out a portion of the Declaration of Independence and Bill of Rights which is not being taught in school. It is legally enforceable, if citizens do not know their rights they will lose them. As a registered engineer, majored in forestry, dirt being moved should be checked, there is usually organic compounds that have been buried that have disintegrated to harmless things, had a friend that passed away essentially of radiation poisoning after working next to a uranium diffusion plant, check for radioactive contamination, who knows what people dump on sites at night, check for a broad spectrum of things, if it reads low then it is basically nothing, raising the area two feet should have a hydrologic study done, drainage will run off very quick compared to other properties in the area, and possible culverts are needed into Clear Creek to help with drainage.

Deirdre Brown, Friendswood resident, addressed Council and stated there were some comments made regarding the Dixie Farm permit issue, citizens have the right to free speech, recently ran the San Diego

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half marathon, there was a wear a blue mile portion of the marathon, most emotional time she has experienced related to physical activity, the mile had a stream of flags with fallen soldiers on them, and you realize how important free speech is. One of the first things she did in the City of Friendswood was to push for the city to get recognized as a top city by CNN Money, a good idea but took her three times to get there, knows she has to speak up over and over to make sure change happens, and status quo is not always the best. She stated the City Attorney said an item should not be placed on a future agenda due to pending litigation, checked Harris County District Clerk, Galveston County District Clerk and Travis County District Clerk, and did not see any pending litigation, if there is pending litigation. Council dictates its agenda, not the City Attorney, and Council can discuss items that are pending litigation. She further stated she would like to encourage Council to speak with the public, know the process, and do not just accept what you are told.

Ryan Lockridge, Friendswood resident, addressed Council and stated he would like to speak on Agenda Item 17D regarding approving an application for Utility Service outside the city limits, 18119 County Road 253, Pearland, TX, and would like to clarify the address will be a future home site for his family, asking the city's approval to move water over 100 feet into the City of Pearland, is paying for expenses, only 133 feet into the City of Pearland, and is next door to his aunt's house who resides in the City of Friendswood.

Phil Ratisseau, Friendswood resident, addressed Council and stated he is concerned about drainage, future flooding, and City of Friendswood Staff following procedures. In November, the previous Council approved an ordinance readopting 1999 Federal Emergency Management Agency (FEMA) flood maps, allowed the city to issue permits for homeowners to rebuild their homes, two weeks prior to Council's approval Staff approved a permit to allow dirt to be brought onto a property along Dixie Farm Road, property is in the floodway of Harris County flood maps, and a permit should not have been issued. This was allowed to elevate the property thus making it viable for commercial development. The developer has submitted an application to the Planning and Zoning Commission for a zone change, where is the concern for the citizens and homeowners downstream, many citizens of the City of Friendswood flooded during Hurricane Harvey, should be a major concern for Council, heard during the election that drainage and flooding was at the top of the list of concerns, make it serious enough that something will be done. The simplest way to resolve the issue would be to readopt the 2007 Harris County flood maps, and reinstate new development requirements for the City of Friendswood.

Kathy Young, Friendswood resident, addressed Council and stated she is astounded that the dirt from the former Brio Superfund site was used for development, gave a history of the Brio site and birth defects, why does the city believe it is safe to use this dirt, would like to see study results done on the dirt, independent testing should be allowed, dirt is 3,000 feet from the creek, and treatment plants are not designed to remove chemicals. She stated she is concerned about flooding, during Hurricane Harvey her house did not flood, sustained a little bit of damage from water pulling, read an article that flood insurance rates for the City of Friendswood were going to increase, cannot afford to pay any more for insurance, and would appreciate anything Council could do to help citizens.

Elizabeth Mantoura, Friendswood resident, addressed Council and stated she has lived in Friendswood for 30 years, owns a building across the street from the dirt, believes it will affect her business, and not a lot of consideration was given regarding drainage for neighborhoods downstream. She further stated she does not feel that the City of Friendswood has done enough between Tropical Storm Alison and Hurricane Harvey to protect citizens from flooding. The City of Pearland did a great job taking care of its citizens, all the water came to Friendswood, does not want to leave Friendswood, and would like everything taken care of.

Cheryl Johnson, Friendswood resident, addressed Council and stated she is concerned with what happens in the City of Friendswood, showed a picture of her children and grandchildren, bought property in Friendswood 30 years ago, after 10 years saved enough to build a house on the property, took six weeks to get a permit because the property was in a flood plain, built up 4 feet, had to mitigate to make sure no one else was in danger, and her children grew up in Friendswood Independent School District. Over 19 years she has watched the effects of rain, there has been a lack of action where she is and too much action to the north, had no water in their house after Hurricane Harvey but still cleaning up, and

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decisions made by Council will determine if her family will stay. Quit blocking citizens ability to talk, open doors to understand, and does not want to be the next Woodlands Township suing developers who are engineering their way out of flood impacts.

COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

Friendswood Public Library Board Chair Mike Czarowitz presented the annual report and stated statistics show there was an impressive increase in all areas over the previous year. A great deal of credit goes to Staff who were prepared and hit the ground running. The door count showed that 180,303 patrons visited the library throughout the year, an increase from the previous year of 37,000 patrons, about 600 patrons per day, and the library issued 2,899 new library cards. Items checked out totaled 340,917, which was an increase of over 10%. In order to stay current, the library added over 9,024 new items, raised over \$5,000 through the sale of purged books and donated items. The library held programs in the past year for both children and adults with attendance exceeding 29,000. The youth services program included story time sessions for children of all ages. Adult service programs have included basic computer literacy classes, job search programs, and genealogy programs. The library also provided monthly cultural and educational programs featuring local authors, poets, veterans, artists, and musicians. The library hosted the first annual poetry contest, second annual adult spelling bee, a classic movie night and book club monthly. Use of the library's public computer's total 78,166 internet sessions, and the library personnel responded to over 40,000 reference questions. With the expanded space, the library scheduled 2,508 meeting room usages for meetings, presentations, and study groups. The Friendswood Public Library qualified for the Texas Municipal Library Directors Association Achievement of Library Excellence award by demonstrating excellence in 10 service categories. A special thanks to the Friends of the Library for their support in providing funds for initial programs and activities such as summer reading programs, sponsored Staff attendance to library association conferences, purchase of gift giveaways during national library week, and provided personnel for the book sale. Circulation desk attendant Linda Frano will retire in August after 22 years of service. Friendswood Public Library Director Mary Perroni will retire in August after 32 years of service to the city. Ms. Perroni started as a part-time reference librarian in 1985, in June of 1995 she became the library director, has served in that capacity for 23 years, and will be missed around the library.

CITY MANAGER'S REPORT

City Manager Morad Kabiri reported that the Fourth of July Steering Committee and the City of Friendswood would like to invite all to participate in the city's 123rd Annual Friendswood Fourth of July Celebration. The daylong celebration is packed full of entertainment, food and fun for the entire family. The theme for this year's celebration is "Friendswood Strong." The day will kick off with the Grand Parade that will travel down Friendswood Drive. The parade will begin at 10:00 AM at the corner of FM 518 and Heritage Drive, and will feature over 100 entries from Friendswood and around the State of Texas. The parade will conclude at Stevenson Park where over 50 vendor booths, rides, games, food, live entertainment, and fun for the entire family will take place. The activities will begin shortly after the conclusion of the parade, and will conclude at approximately 3:30 PM. The evening program will be held at Centennial Park and begins at 7:30 PM. The band "Chinatown", will headline the night's entertainment, and will be playing music from the 80's, 90's, 2000's, and today. The evening will conclude with a fantastic fireworks extravaganza that will light up the sky beginning at approximately 9:20 PM. The fireworks will be choreographed to patriotic music and the show is expected to be one of the best fireworks displays in the Houston area. Public parking will not be available at Centennial Park for the evening program, but a free shuttle service is provided to gain admittance into the park. The shuttle service will be available from Friendswood United Methodist Church and Friendswood High School, and will begin running at 6:30 PM. Do not miss out on this family event as the community of Friendswood celebrates our country's independence in patriotic style.

The City Manager reported that the Friendswood Police Department and Police Chief Bob Wieners are proud to recognize Friendswood Deputy Chief Luke Loeser as the recipient of the Fifty Club Officer of the Year Award for his 39 years of service to the residents of Friendswood. Deputy Chief Loeser is deserving of this lifetime achievement award for the long-term leadership role he has held with the Friendswood

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Police Department. It is in honor of the service and sacrifices he has made to the law enforcement profession. Deputy Chief Loeser will retire from the Friendswood Police Department in October 2018. He began his career with the Alvin Community College Police Department in 1978, joined the Friendswood Police Department as a patrol officer in 1979, when the department had 17 sworn police officers, and since that time, the department has grown to a force of 64 police officers. Deputy Chief Loeser brings 39 years of knowledge, experience and service in advancing the law enforcement profession. He has been at the forefront of developing innovative policing strategies and leading organizational change for the past 20-plus years. He has served in many roles in every division of the department, including interim police chief, and is the longest tenured policeman in the department, and has served as a role model through his actions and appearance. Deputy Chief Loeser has had a colorful career, marked by stories of police chases, unusual arrests and interesting calls for service. Deputy Chief Loeser is married to his wife, Carol and they have three children who have blessed them with three grandchildren.

The City Manager reported that on May 18, 2018, Friendswood Police Sergeant Anthony Aprile and Friendswood Police Officer Andrew Whitaker were en route separately to College of the Mainland for Tactical Patrol Rifle Training when they were alerted at approximately 7:41 AM of an active shooter at Santa Fe High School. Sergeant Aprile was pulling into the parking lot of College of the Mainland and Officer Whitaker was on Interstate 45 southbound approaching the FM 517 exit. Both Sergeant Aprile and Officer Whitaker immediately, without hesitation, responded directly to Santa Fe High School. Sergeant Aprile arrived at the school at approximately 7:50 AM just nine minutes after receiving the notification, and Officer Whitaker arrived several minutes later. It should be noted, both officers were unaware of the location of Santa Fe High school and were still able to accomplish an impressive response time. They both, without hesitation, responded immediately to the school and entered the building while shots were still being fired. Both officers did not have any history of the building layout having never been to the school, and were properly equipped even though they were only en route to training. The required response from officers in an active shooter situation is to advance on the threat until it is neutralized. The officers' response is consistent with all of the training that has been published since the Columbine High School Shooting in 1999. The officers remained in Santa Fe and assisted briefly at Santa Fe Police Department before returning to College of the Mainland for training.

The City Manager reported that Waste Connections provided scholarships to Clear Creek Independent School District (CCISD) and Friendswood Independent School District (FISD) graduating seniors as part of their commitment to community involvement within the City of Friendswood with \$500 being contributed to Clear Brook High School, \$500 to Clear Springs High School, and \$1,000 to Friendswood High School. Each school's scholarship committee selects the recipients and the scholarships are awarded according to financial need, academics, and community service. This year's scholarship recipients were Caroline Mims from Friendswood High School, Blake Fox from Clear Springs High School, and Amy Luong from Clear Brook High School. The city appreciates Waste Connections continued support and assistance to our high school graduates in pursuing their college education.

The City Manager reported that the theme for this year's Summer Reading Clubs is "Libraries Rock". Participants can sign up for Summer Reading Clubs online through the library's website. The library has a reading club for all ages, prizes are awarded for the number of books read, and Houston Astros "Orbit" will be at the library on June 26, 2018, to help encourage summer reading. Contact the Friendswood Public Library for more information.

The City Manager reported that in Friendswood, Galveston and Harris Counties are responsible for mosquito control. The City of Friendswood supplements the counties' efforts by spraying at all city facilities, public parks, and by providing additional spraying in public rights-of-way in the Harris County portion of Friendswood, due to Harris County only focusing on areas that have been impacted by confirmed cases of mosquito-borne diseases. Residents can also call their respective county to request spraying in a specific area. Galveston County residents can also check to see where the county has sprayed and the schedule for future mosquito spraying at the county's website www.co.galveston.tx.us/mosquito_control. Harris County Mosquito Control's online information can be found at: <http://www.hcphes.org/hcmosquitoctrl/>.

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The City Manager reported that the Friendswood Police Department is coordinating with Pasadena Police Department to install two of the three police department owned covert surveillance cameras at Stevenson Park specifically at the Shadwell Lane and Cedarwood Drive entrance. The cameras operate independently on cellular service and will be recorded on a standalone Friendswood Police Department owned server housed at the Friendswood Police Department. This is a temporary solution until a more fixed solution is decided for Stevenson Park. The cameras have been updated and Pasadena Police Department visited the park for a site evaluation, and Staff is currently waiting on the installation of the cameras.

The City Manager reported that the city has completed the Federal Emergency Management Agency (FEMA) reimbursable debris pickup. Over the past months, the city has worked with Waste Connections on doing additional sweeps for areas hit harder during Hurricane Harvey. If resident's debris was not picked up on the scheduled date, leave the debris at the curb. Due to the volume of storm and construction debris, Waste Connections will have to do another pass to collect all debris. Following the sweeps made by Waste Connections, residents are encouraged to contact their contractors to haul off reconstruction debris, or to contract directly with a service provider to haul off debris. The city has expended \$4.7 Million in debris removal monitoring services as well as other emergency protective measures, and to date the city has been reimbursed \$1.3 Million. There was an article in the Galveston Daily News regarding the Community Rating System score, is a community rating system program offered by FEMA to help residents in municipalities reduce their flood insurance premiums as a cost saving measure based upon outreach measures the city does, and less than 7% of Texas cities participate in the rating system. The City of Friendswood does participate, in 2003 Friendswood scored a five, 2015 Friendswood was downgraded to a seven due to changes in the manual, and unfortunately the article did not accurately depict what took place. The downgrade occurred three years ago, no one's insurance premium was impacted related to the rating in the article.

Councilmember Rockey stated Council met on June 02, 2018, and authorized a subcommittee to have a coordinated look at all the drainage efforts for the City of Friendswood. Councilmember Gustafson and himself will serve on the subcommittee, and encourages citizens that are interested to submit a volunteer application and indicate an interest in the drainage subcommittee, will be hard work and an interesting effort.

ACTION ITEMS

****Councilmember Branson moved to approve the appointment of Terry McKee to the Fourth of July Steering Committee to fill a vacancy with a term to expire November 2020, reappointment of Patrick McGinnis, Rebecca Hillenburg, Paul Marx, Elmer "Bubba" Johnson, Jr., Ron Cox, Arden (Trey) Hill, and Alton Todd to the Friendswood Downtown Economic Development Corporation with terms to expire July 2020, appointment of Marcus Perry to the Planning and Zoning Commission to fill a vacancy with a term to expire July 2019, appointment of Lisa Lundquist to the Planning and Zoning Commission to fill a vacancy with a term to expire July 2021, and reappointment of Richard Sasson to the Planning and Zoning Commission with a term to expire July 2021.**

Seconded by Councilmember Rockey. The motion was approved 6-0.

Mayor Foreman stated the Friendswood Downtown Economic Development Corporation is required by state law due to the 1/8 cent sale tax that is applied to economic development for the City of Friendswood's Downtown District. The corporation consists of seven people that report to Council, all serve two-year terms, and Council would like to stagger three of the seven terms in the future.

****Councilmember Rockey moved to nominate John Scott as Mayor Pro-Tem for 2018-2019.**

Seconded by Mayor Foreman. The motion was approved 6-0.

****Councilmember Branson moved to approve the disposition of RFP No. 2018-13 for emergency response equipment and services and award to Garner Environmental Services as the primary contract and United Rentals as the secondary contract for the provision of services during emergencies.**

Seconded by Councilmember Rockey. The motion was approved 6-0.

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ORDINANCES

****Councilmember Branson** moved to approve the First reading of Ordinance No. **T2018-13** – An ordinance adopting and enacting a new code for the City of Friendswood, Texas; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.

Seconded by Mayor Foreman. The motion was approved 6-0.

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission had a unanimous positive recommendation for Agenda Item 15B, First reading of Ordinance No. T2018-15, An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” Section 7, “Schedule of District Regulations,” Subsection 7.P.5, “North American Industry Classification System (NAICS) Codes” by changing the reference from “1997” to “current” and amending Subsection 7.P.6, “Permitted Use Table,” by adding the “2017 NAICS” reference, by adding NAICS Use No. 425, Wholesale Electronics Markets and Agents and Brokers; and providing for the expansion of NAICS Use No. 447 by adding NAICS Use No. 447190, Other Gasoline Stations (gas stations without convenience stores; truck stops; and marine service stations).

****Councilmember Gustafson** moved to approve the First reading of Ordinance No. **T2018-15** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” Section 7, “Schedule of District Regulations,” Subsection 7.P.5, “North American Industry Classification System (NAICS) Codes” by changing the reference from “1997” to “current” and amending Subsection 7.P.6, “Permitted Use Table,” by adding the “2017 NAICS” reference, by adding NAICS Use No. 425, Wholesale Electronics Markets and Agents and Brokers; and providing for the expansion of NAICS Use No. 447 by adding NAICS Use No. 447190, Other Gasoline Stations (gas stations without convenience stores; truck stops; and marine service stations); providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Seconded by Councilmember Hanks. The motion was approved 6-0.

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission had a unanimous positive recommendation for Agenda Item 15C, First reading of Ordinance No. T2018-16, An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” Section 7, “Schedule of District Regulations,” Subsection 7.Q.3. “Area and Height Exceptions” by adding “g. Stairs in Certain Situations,” an exception to allow stairs of an elevated house to encroach the front building line in certain situations

****Councilmember Griffon** moved to approve the First reading of Ordinance No. **T2018-16** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” Section 7, “Schedule of District Regulations,” Subsection 7.Q.3. “Area and Height Exceptions” by adding “g. Stairs in Certain Situations,” an exception to allow stairs of an elevated house to encroach the front building line in certain situations; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Seconded by Councilmember Rockey. The motion was approved 6-0.

****Councilmember Branson** moved to approve the First reading of Ordinance No. **T2018-17** – An ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) Solid Waste Franchise. (Waste Connections)

Seconded by Councilmember Griffon. The motion was approved 5-1 with Councilmember Rockey opposed.

City Manager Morad Kabiri explained that city's current waste collection services contract is with Waste

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Connections, are allowed an annual rate adjustment based on Consumer Price Index (CPI) with fuel cost index taken into account, usually happens in April on the anniversary but had delays, and adjustment requested is 2.39%.

****Councilmember Hanks** moved to approve the First and Final reading of Ordinance No. **2018-18** – An ordinance amending City of Friendswood, Texas, Ordinance No. 2017-32, passed and approved October 2, 2017, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2017-2018 by approving "Budget Amendment IX" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject. Seconded by Councilmember Branson. The motion was approved 6-0.

COMMUNICATIONS FROM THE MAYOR AND COUNCILMEMBERS

Councilmember Branson stated Harris County Judge Ed Emmett sent out a notice that there will be seven different meetings that will occur for residents of Harris County. One of the meetings will be in League City so a discussion can be held about the needs for over \$2 Billion to be allocated for Harris County and Houston, and would like to get the information out to citizens. She thanked the two Friendswood Police Officers that responded to Santa Fe High school. There has been a recurring issue regarding downtown parking, would like suggestions from the Planning and Zoning Commission (P&Z) on a future agenda for discussion, looking for creative thinking, example of cement fibers that look like grass but is really a parking lot, rear fenestration of buildings could also be addressed, would like recommendations from P&Z, is excited the utility poles and wires are coming down on one side of Friendswood Drive, and would like to have a forward thinking plan that the poles will not be replaced with new poles and wires.

Councilmember Hanks stated she would like to show her appreciation for the Friendswood Police Department's extra involvement in local schools. The officers' response to Santa Fe High School is everyone's worst nightmare, and appreciates all that has been done. She congratulated Library Director Mary Perroni on the amazing library report, so many great programs offered, and commended the library Staff for all they do.

Councilmember Gustafson stated he would like to speak to the residents that came to the meeting to address drainage issues in the city and the dirt issue, does not know a lot about the sourcing of the dirt but will find out, sympathetic for those who have concerns with drainage, Council and Staff have not been sitting on their hands for the last nine to ten months, have personally met with several dignitaries. He stated that one item that came up is Governor Abbott had been speaking with Senator Ted Cruz, there are some Hurricane Ike items that have been funded but have not been done, United States Army Corps of Engineers has been the delay, no fault of the city's, there are a lot of moving parts, political components, funding issues, can something be set up that can handle 54 inches of rain, the cost may be outrageous and not really practical. Looking forward to working with Councilmember Rockey on the drainage subcommittee, have a challenging deadline, decentralized system of handling of the work associated with the creek, numerous entities and people with fingers in the pie, and a solution may be that there ultimately needs to be a larger regional authority that is larger than Galveston County Consolidated Drainage District. He stated he does not want anybody thinking that Council or Staff have not been addressing the issue because they have and welcomes anyone's input.

Councilmember Branson welcomed the two newest members of Council, great to have you all on board, and congratulated Mayor Foreman on his first Council meeting.

Mayor Foreman stated he appreciates Councilmembers Rockey and Gustafson working on the subcommittee, with help from Staff some residents will be selected to serve on the committee, with help from the drainage districts and counties will try to come up with solutions for the City of Friendswood, and welcomed Councilmembers Hanks and Griffon to Council.

Councilmembers Rockey and Griffon stated they had nothing to report.

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CONSENT AGENDA

******Councilmember Branson moved to approve all items on the Consent Agenda as presented: A. Authorizing acceptance of a Deed of Gift from Autumn Creek Development, Ltd dedicating Restricted Reserves "A" of Austin Chase at West Ranch Section Two, according to the plat thereof recorded under Clerk's File No. 2016008227 of the Real Property Records of Galveston County, Texas to the City. B. Regarding ratifying the Mayor's signature on an Earnest Money Contract with Wesley West Cattle LP, to purchase property adjacent to Lake Friendswood and authorize the City Manager to execute associated closing documents. C. Approving the appointments of City Council Liaisons to Committees, Boards, and Commissions. D. Approving an application for Utility Service outside the city limits, 18119 County Road 253, Pearland, TX. E. Authorizing the disposal of a Police Department vehicle through Houston Auto Auction. F. Approving American Tower addition at 1606 Whitaker Drive, behind the Public Safety Building. G. Accepting the April 2018 Property Tax Report. H. Approving the Minutes of the April 02, 2018, and May 07, 2018, Council Meetings.

Seconded by Councilmember Rockey. The motion was approved 6-0.

CLOSED EXECUTIVE SESSION

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

Council convened into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.074 – Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. (Evaluation of the City Attorney)

RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with action taken later in the meeting.

ACTION ITEMS (continued)

******Councilmember Rockey moved to approve giving the City Attorney a 4% salary increase.

Seconded by Councilmember Branson. The motion was approved 6-0.

The meeting was adjourned at 8:46 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary

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STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
JULY 02, 2018)(
)

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **JULY 02, 2018**, AT 5:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR	MIKE FOREMAN
MAYOR PRO-TEM	JOHN SCOTT
COUNCILMEMBER	STEVE ROCKEY
COUNCILMEMBER	SALLY BRANSON
COUNCILMEMBER	TRISH HANKS
COUNCILMEMBER	ROBERT J. GRIFFON
COUNCILMEMBER	CARL GUSTAFSON
CITY ATTORNEY	MARY KAY FISCHER
CITY MANAGER	MORAD KABIRI
CITY SECRETARY	MELINDA WELSH

REGULAR SESSION

Mayor Foreman called the meeting to order.

The invocation was given by Pastor Moe Mays with First Baptist Church Friendswood.

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

COMMUNICATIONS FROM THE PUBLIC

Cheryl Johnson, Friendswood resident, addressed Council and stated that she noticed online that Friendswood Certified Floodplain Managers are setting preliminary maps for Galveston and Harris Counties, a recommendation is anticipated in upcoming months, and asked Council to readopt the 2007 maps. She has provided the City Secretary and Council with copies of a summary of deeds, permits, and research that has been conducted. Of the 114 substantially damaged properties from Hurricane Harvey, 57 properties were impacted in Harris County by the change in flood maps. All but one of the properties have already filed permits, been fixed, or been sold. The owners of the remaining property have moved temporarily to Maryland, and it is not known when they will return. Federal Emergency Management Agency (FEMA) and city ordinance does allow for a variance to current building codes with regard to people elevating their properties. Surely leaders that came before this Council and adopted the maps knew how important and significant they were, and urges Council to move forward with the 2017 flood maps. According to the city's Charter it only takes one member of Council to place an item on the agenda. A draft ordinance has been included in the packet summary provided.

With concurrence of Council, Mayor Foreman moved to Agenda Item 8, Special Recognition and Acknowledgements.

SPECIAL RECOGNITION AND ACKNOWLEDGEMENTS

City Manager Morad Kabiri introduced Allena Portis, Director of Finance for the City of League City, who was representing the Gulf Coast Government Finance Officers Association of Texas. Ms. Portis presented the Government Finance Officer's Association's Distinguished Budget Presentation Award to Administrative Services Director Katina Hampton and her Staff. This is the 15th consecutive year for the city to earn the Distinguished Budget Presentation Award. Ms. Hampton thanked the Administrative Services Department Staff and the budget team for their help and support.

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With concurrence of Council, Mayor Foreman moved to Agenda Item 5A, Work Session – Emergency Medical Services (EMS) discussion.

WORK SESSION

Mayor Foreman opened the discussion regarding Emergency Medical Services (EMS). City Manager Morad Kabiri stated Health Care Visions has been retained by Staff for assistance with the process of contract negotiations, structure of relationship, and EMS billing. Mr. Kabiri introduced Steven Athey with Health Care Visions. Mr. Athey presented a PowerPoint presentation regarding the complexity of providing EMS services, as population grows so does the need for EMS services, planning for results, if EMS systems are left to develop on their own the result is usually high per capita cost for the system and low quality service. System design is important to convert available dollars into performance and clinical performance. Opportunities available include higher quality service at the same system cost, or same quality service at a lower system cost. System elements are response time reliability, clinical optimization, operational responsibility, economic efficiency, oversight and protection. Bottom line variables are response time performance, clinical sophistication, per capita cost, system protection, and stakeholder's expectations are met. System design for the City of Friendswood should include a model with strong regulatory oversight by the city, assets (equipment) owned by the city, provider operates under a performance based contract with protections for all parties, and the city provides funding (user fees and subsidy) and accomplishes the billing/collections and medical direction parties. The next steps in the city's system design would include concurrently develop an agreement with provider, obtain Medicare number, obtain state license, select billing company, and select medical director.

City Manager Morad Kabiri stated that Staff is currently looking for an EMS billing service, and proposals are scheduled to be opened on July 10, 2018.

Discussion took place between Mayor, Council, Steven Athey with Health Care Visions, and Staff regarding preliminary negotiations have been started with the Friendswood Volunteer Fire Department, current contract ends October 2019, Mr. Athey and the Fire Marshal's Office have started work on obtaining a Medicare number and state license for billing purposes, and there will be a need to meet with citizens to discuss change to billing for services.

Mayor Foreman opened the discussion regarding updating park policies and procedures. Parks and Recreation Director James Toney introduced recently promoted Assistant Parks and Recreation Director Michael Boyett. Mr. Toney presented a PowerPoint presentation regarding park and facility policies and procedures, last updated in 2013, policy and procedures updates are essential for residents, policy and procedures serve as a guideline for expectations and responsibility when visiting City of Friendswood parks, and the addition of Lake Friendswood Park and other park amenities throughout the City of Friendswood led Staff to update park policies. Proposed major changes include add policies and procedures for new facilities (Lake Friendswood Park and Friendswood PetSafe Dog Park), fee changes for facility rentals, update current rules and regulations, and adopt rules as a resolution to allow rule enforcement by the Friendswood Police Department. Proposed facility rental fee changes include Leavesley Park Hangar for \$60 per hour, pavilion(s) \$75, gazebo \$50, and the amphitheater \$250. Non-resident fees proposed include Leavesley Park Hangar for \$80 per hour, pavilion(s) \$100, gazebo \$75, and the amphitheater \$350. Staff would like guidance from Council before having the proposed changes adopted at a later Council meeting.

Discussion took place between Mayor, Council, and Staff regarding that a comparison of local city fees in the area was done and the proposed fees are lower than neighboring cities, and tobacco use in park facilities. The consensus of Council was for Staff to bring back a future agenda item for repairs to the Sesquicentennial Swimming Pool restroom facilities, and a draft ordinance for Council's approval regarding the sale of alcohol in city parks.

Mayor Foreman opened the discussion regarding the Multi-Year Financial Plan. Administrative Services Director Katina Hampton presented a PowerPoint presentation regarding an overview of the city's Multi-

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Year Financial Plan (MYFP), primarily focuses on the General Fund and Debt Service Fund used in decision making. The scope of detail for the MYFP includes revenue projections, expenditure projections, and Decision Package impacts carried out through the plan. The plan will impact the Fiscal Year 2019 projected operating and fund balances. Planning assumptions with key revenue source being property taxes. Tax revenue is based on projected tax values with an estimated 3% growth in tax base throughout the plan, other revenue sources are based on population projections, and are increased by 2% per year throughout the plan. Revenue planning data includes residential/commercial growth projected, current trends are considered, tax base is identified, fiscal policies are considered, revenue forecasting, departmental input in regards to fee adjustments needed, and alternative revenue options available. Fiscal Year 2019 Projected General Fund Revenue, total General Fund Revenue of \$27,451,024 with non-tax revenue being \$4,129,083, franchise taxes being \$1,743,257, sales tax being \$5,936,100, and property taxes being \$15,524,630. The sales tax revenue generated from the half-cent sales tax approved by voters in 2016 for street improvements and the Friendswood Downtown Economic Development Corporation (FDEDC) is recorded and expanded in funds separate from the General Fund. Non-tax revenue includes building permits, intergovernmental grant revenue, court fines, and interfund transfers. Property tax components include gross appraised values approximates market, taxable value, tax levy, and tax revenue. The tax rate has two parts that are considered when adopting the tax rate, Interest and Sinking (I&S) for debit services along with Operations and Maintenance (O&M) for General Fund. Tax rate drivers include property tax revenue in the MYFP is based on the Effective Tax Rate, and approximately the same revenue for the same properties is generated with the Effective Tax Rate. Revenue growth relating to property values, in the MYFP is projected from revaluations and new construction. Planning assumptions in regards to expenditures include personnel expenditures to increase 3% annually throughout the plan, increases due to salaries and related benefits, and non-personnel expenditures to increase 2% year over year based on historical average. Planning assumptions for fund balance, target of 90-days operating reserves, undesignated fund balance uses are emergencies, one-time expenditures without operating cost increase, major capital purchases, and start-up expenditures for new programs. The MYFP indicates 90-day operating reserve maintained through Fiscal Year 2021. With current projections and assumptions, no Decision Packages are funded in the five-year planning window. Council's role is guidance on tax rate, input on existing and alternative revenues, programmatic changes, and participation in budget development.

Discussion took place between Mayor, Council, and Staff regarding key revenue projections, Staff will bring an agenda item back to Council regarding wages for police officers, 90-day operating reserve, Hurricane Harvey reimbursements, funding sources for possible buyout properties, MYFP does not include \$500,000 designated yearly for street repairs, consensus of Council was to include \$500,000 yearly in the budget for street repairs, Emergency Medical Services (EMS) billing and expenditures. Staff will present a proposed budget to Council by August 1, 2018, lease for Public Works facility has been funded for 18 months, possible future bond election needed to revamp the facility to get the equipment in and out, and Staff will bring an agenda item to Council in the next 18-24 months to discuss a bond election for drainage improvements and facilities.

Mayor Foreman opened the discussion regarding Capital Projects update. Director of Public Works/City Engineer Patrick Donart presented a PowerPoint presentation regarding the progress made on Capital Projects since the June Council meeting. He reported on Old City Park, Blackhawk Boulevard Phase II, Pavement Management Study, Lift Station No. 23, Blackhawk Wastewater Treatment Plant, de-silting bid for the city, street maintenance bid, city-wide traffic study, current Texas Department of Transportation (TxDOT) projects, and current Galveston County Consolidated Drainage District projects throughout the city.

Discussion took place between Mayor, Council, and Staff regarding parking at Old City Park, there will be 44 spaces for parking, amount of parking was reduced by half due to available funding, and overflow parking is needed for events at Stevenson Park. The current signage on Blackhawk Boulevard Phase II construction is not clear when switching from one-way traffic to two-way traffic. Staff has discussed with the Police Department and the traffic engineer, possibly install flat panels in between lanes, would define the travel lanes, would reduce the lane widths by a foot if installed, can look into additional signage, and the southbound lanes will be closed off later in the construction process.

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CLOSED EXECUTIVE SESSION

Mayor Foreman asked if anyone would like to speak regarding the Executive Sessions. No one spoke.

Council convened into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.071 – Consultation with attorney, to seek the advice of its attorney on matters subject to the attorney-client privilege, and Section 551.071 – Consultation with attorney about pending litigation, Cause No. 18-CV-0687; Christine Audibert v. Zoning Board of Adjustment of the City of Friendswood, Texas; in the 405th Judicial District Court of Galveston County, Texas.

RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with no action taken later in the meeting.

With concurrence of Council, Mayor Foreman moved to Agenda Item 17, Discussion and possible action regarding the reappointment of Judge James Woltz and appointment of Alternate Judge Richard Barfield for Municipal Court.

ACTION ITEMS

******Councilmember Rockey moved to approve the reappointment of Municipal Court Judge James Woltz and the appointment of Alternate Municipal Court Judge Robert Barfield with terms to expire July 2020. Seconded by Councilmember Branson. The motion was approved unanimously.

******Mayor Foreman moved to approve the City Manager's appointment of Steven Rhea to the position of Assistant City Manager. Seconded by Councilmember John Scott. The motion was approved unanimously.

City Manager Morad Kabiri introduced the applicant for the Assistant City Manager position Steven Rhea. Mr. Rhea stated he is happy to be a part of the city, and is looking forward to starting as soon as he can.

With concurrence of Council, Mayor Foreman moved to Agenda Item 9, Communications from the Public.

COMMUNICATIONS FROM THE PUBLIC

Christina Perez, Friendswood resident, addressed Council and stated she is at the meeting to discuss Agenda Item 22D, regarding the mitigation grant program, and asked Council to post the addresses of the homes impacted. She further stated she has had a hard time communicating with city officials and getting responses from the Floodplain Manager's office. City Manager Morad Kabiri asked Ms. Perez if she had a question as to if her property was on the list, and Ms. Perez answered yes. Mr. Kabiri stated he would give Ms. Perez his card and he would get her an answer.

Connie Ratisseau, Friendswood resident, addressed Council and stated happy 4th of July, thanked Staff and Council for considering Friendswood Emergency Medical Services (EMS) for services, not happy about flood maps not being on the current agenda, thanked Councilmember Griffon for joining her and Phil Ratisseau to speak with Texas House Representative Dennis Paul. There will be a Harris County Flood Control District bond project planning meeting on July 17, 2018, from 6:00 PM to 8:00 PM at El Franco Lee Community Center. There are 23 different watersheds around the Houston/Harris County area that are all vying for funds. If the City of Friendswood would like any funds they will have to fight for it, would appreciate the support of Galveston County residents, affects all Friendswood residents, there are a lot of ideas floating around, need to express how important it is to get work done on Clear Creek, and asked for everyone to plan on attending the meeting on July 17, 2018.

Sarah Van Riper, Friendswood resident, addressed Council and stated she has lived in Laurelfeld Subdivision for 19 years, is an engineer and retired from Marathon Petroleum as a Project Manager, has

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knowledge of detention basins, Galveston County requires a half an acre foot per acre of development when you change land from pervious to impervious. In 2010, there was a project put in on FM 518 for drainage pipes that comes out to her backyard, no drainage or detention basins put in where the water outfalls, Laurelfeld Subdivision had not flooded until Hurricane Harvey, 23 homes flooded in the subdivision, if water from the downtown area did not drop into their backyard the subdivision would not have flooded, need detention basins put in, and the engineering company had suggested detention basins would be a requirement.

City Manager Morad Kabiri stated the detention ponds were done prior to the project being completed, and has asked Director of Public Works/City Engineer Patrick Donart to speak with Ms. Van Riper after the meeting to discuss the detention ponds.

Bob Selig, Friendswood resident, addressed Council and stated he deals with numbers in his business life, spent time looking at the agenda packet and the Multi-Year Financial Plan (MYFP), surprised at the assumption, has a number of friends and clients that have gotten 20% decreases in property values, serious financial hit to the city, and presentation earlier was overly optimistic on the revenue side. Staff has referred to extra costs from Hurricane Harvey as substantial, could the city afford a second flood, Council makes funding priorities every year. Something that would not cost the city anything would be to revert to the 2007 flood maps, there is no easy option, but can the city afford another flood.

Deirdre Brown, Friendswood resident, addressed Council and stated there will be an overarching theme to her comments, there is a lack of information in backup documentation, if grant application to be ratified at the meeting was included as backup Ms. Perez's question could have been answered, and concerned with Council voting on issues without backup documentation. The Mayor had that stated 22% of annual revenue is sales tax with an increase of 5% in sales tax, hopes Council is thinking about who is paying the sales tax. Council should get information on where sales tax dollars come from before voting on the budget or propose to increase sales tax, supports sales tax for streets, but only if full information is available to the public. There was a workshop earlier in the meeting that discussed selling alcohol in parks, concerned about priorities, there is a July 17, 2018, meeting for Clear Creek bonds, far more important than selling alcohol in parks, would have liked to have a workshop discussion before going to meetings at the county level, is passionate about dealing with issues because she has seen people do things for their own self-interest or the interest of commercial land owners.

Cheryl Johnson, Friendswood resident, addressed Council and stated she regrets standing before Council, between May 28, 2018 and May 31, 2018, she wrote a letter to Council, City Manager, Floodplain Administrator, members of the Construction Board of Adjustment and Appeals, members of the Planning and Zoning Commission (P&Z), Zoning Board of Adjustment and Appeals, and the Community and Economic Development Committee, 36 people received the letter asking for help, one Councilmember and one P&Z Commissioner acknowledged receipt of the letter, and one Councilmember contacted her.

City Manager Morad Kabiri stated he would be happy to respond to Ms. Johnson's letter once her son withdrew his threat of litigation.

Ms. Johnson stated she has not threatened litigation, was an inappropriate comment to make, did not think the City Manager could address comments made by the public while they were speaking, due to a lack of response she has had to address the city publicly, have had to resort to filing record requests, only way to get answers to her questions, city has no mechanism for open record requests, do not get information for at least 10 days, the state allows 10 days for an exception not to provide information, fills over 100 to 1,000 open records requests a year in her office, if the city has nothing to hide provide the information, asking Council to restore stability in the city. There is a perception that some people in the city delay information when questions are asked, lead employees as you would expect them to behave, have them behave with openness and respond to the public. Adopt a policy of openness and transparency, and would be happy to share policies she has adopted in her office.

COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

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Community and Economic Development Committee (CEDC) Chair Gary Kay presented the annual report. Mr. Kay stated this year the committee will be reorganizing to consist of seven members for ease of management. Some of CEDC's accomplishments over the past year include a \$12,000 economic incentive grant approved for Rancho Mexican Restaurant, owner lives in the city and grant is helping his business grow, and estimated to add over \$78,000 of additional property taxes to the city over a ten-year period after expansion. A representative from Coastal Bend Property Development gave an overview of the panhandle area along FM 2351, Beamer Road, and Dixie Farm Road. The owner stated he would request that Council remove the portion of the proposed Blackhawk Boulevard extension from the city's Major Thoroughfare Plan, which was subsequently recommended by the CEDC and approved by Council. CEDC hosted the 15th Annual Broker and Developer Day at Timber Creek Golf Club on October 26, 2017, in collaboration with the Friendswood Chamber of Commerce's Annual Golf tournament. Last year's event was held as a luncheon with a \$1,500 sponsorship from CenterPoint Energy's Economic Development Department. Economic Development Coordinator Karen Capps spoke about business development opportunities in the city, and Coastal Bend Property Development President Dan Rucker discussed plans and development opportunities along the FM 2351 and Beamer Road corridors. There were approximately 35 attendees and 10 stayed after the workshop to play golf and network. The committee recommended, and Council approved, a \$100,000 economic incentive grant for Tannos Land Holdings III, to construct a new four-story, 63,400 square foot building at 505 South Friendswood Drive. The \$10 Million downtown building recently broke ground and will feature retail and restaurants on the ground floor, office space on the upper floors as well as serve as an employment center for more than 200 people. Over the past year, the committee discussed goals and asked for information and analyses regarding the city's economic development efforts. As a result of these presentations, committee members decided in order to support the city's overall efforts, members would begin attending Chamber of Commerce ribbon-cutting events, and would refer business owners within their network or circle of influence to relocate their business to the City of Friendswood. The committee reviewed and discussed a map of undeveloped properties in the city to have a better understanding of ownership, zoning, location, and availability of utilities at or near the sites. CEDC members attended the Party on the Patio event held at the Chamber of Commerce's office sponsored by the city's Economic Development Department. The committee also discussed public relations and awareness regarding economic development and asked Staff to provide general site criteria requirements to help provide business leads to the city's Economic Development Coordinator. Over the next year, CEDC is looking forward to welcoming two new committee members, reviewing municipal grant applications, proposed ordinance changes, policies, and goals that will assist the city in further economic development and making the City of Friendswood an economically viable place to live and work.

Councilmember Hanks stated she attended some of the interviews for the committee, met some great people, was impressed by the number of interviews held and the people willing to step up, have a good plan moving forward, and she is looking forward to being the CEDC liaison.

City Manager Morad Kabiri stated a representative from West Ranch Management District was not present at the meeting to present their annual report.

Councilmember Gustafson stated a representative did show up six months ago or sometime last year.

City Manager Morad Kabiri stated it had been a year.

Councilmember Gustafson stated West Ranch Management District did commit to update Council a couple of times a year on their activity, and Council does have oversight of their group.

City Manager Morad Kabiri stated oversight to the extent of the appointment of two out of the five board members, a report from West Ranch Management District was included in Council's backup material, will convey Council's concern and ask them to attend an upcoming meeting.

Councilmember Gustafson asked if Staff invited the West Ranch Management District to the Council meeting and they did not respond, and Mr. Kabiri answered they responded with the written report.

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Councilmember Gustafson asked if it was made clear that Council would like a representative present at the meeting, and Mr. Kabiri stated yes and he would reemphasize to them.

With concurrence of Council, Mayor Foreman moved to Agenda Item 21, Communications from the Mayor and Councilmembers.

COMMUNICATIONS FROM THE MAYOR AND COUNCILMEMBERS

Mayor Foreman stated that for the last few years a video of Council and community leaders reading the Declaration of Independence has been shown, and this year Communications Specialist Jeff Newpher has produced a video.

A video was shown of Friendswood's next generation reading the Declaration of Independence.

Councilmember Rockey stated the drainage subcommittee was created last month, members of the subcommittee will be present at the July 17, 2018, Harris County meeting, have submitted projects through various sources to be considered by Harris County, and the subcommittee is paying close attention to what is going on.

Councilmember Branson wished everyone a Happy Fourth of July.

Councilmember Hanks congratulated Administrative Services Director Katina Hampton and her Staff for the Government Finance Officer Association's Distinguished Budget Presentation Award, and 15 consecutive years should not be taken for granted. She thanked City Manager Morad Kabiri and Staff for spending a day with Councilmember Griffon and her to go over information about the city, is proud of all the parks in the City of Friendswood, should not be taken for granted, the Parks and Recreation Staff does a great job, and wished everyone a happy Fourth of July.

Councilmember Griffon stated it has been a busy month, attended meetings of Galveston County Consolidated Drainage District, Harris County, and Houston/Galveston Association Conferences, thanked City Secretary Melinda Welsh for arranging for him to attend a boat ride at the Port of Houston, thanked Mayor Foreman for the trip to National Aeronautics and Space Administration (NASA) with the senior citizens, ended up on the floor of Mission Control, enjoyed meeting with Texas House Representative Dennis Paul along with Phil and Connie Ratisseau, have another meeting tomorrow with United States Congressman Randy Weber, information regarding the Harris County July 17, 2018, meeting was put out as quickly as possible, tries to respond to every email he receives, has been a huge learning curve, and thanked everyone for allowing him to be their representative.

Councilmember Scott thanked Parks and Recreation Director James Toney and his Staff along with the Fourth of July Steering Committee for all they do to put on the Fourth of July events, great group of people, city parks have come a long way in seven years, and wished everyone a happy Fourth of July.

Councilmember Gustafson stated he hopes everyone has a happy Fourth of July, encourages everyone to come see the parade and attend the fireworks show at Centennial Park, a real fun time with the family, and the Parks and Recreation Department does a bang up job with the event.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11, City Manager's Report.

CITY MANAGER'S REPORT

City Manager Morad Kabiri reported the City of Friendswood and the Friendswood Rotary Club are proud to announce the 2018 Movies in the Park at the Evelyn B. Newman Amphitheater and the Friendswood Sesquicentennial Swimming Pool. The movie series will begin July 13, 2018, and runs every Friday through August 10, 2018. Thanks to the sponsors, all movies are free to the public, theater seats may be

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limited, so feel free to bring blankets or lawn chairs to sit on the lawn. Do not forget your picnic dinner and/or snacks.

The City Manager reported that the Fourth of July Steering Committee and the City of Friendswood would like to invite all to participate in the city's 123rd Annual Friendswood Fourth of July Celebration. The daylong celebration is packed full of entertainment, food and fun for the entire family. The theme for this year's celebration is "Friendswood Strong." The day will kick off with the Grand Parade that will travel down Friendswood Drive. The parade will begin at 10:00 AM at the corner of FM 518 and Heritage Drive, and will feature over 100 entries from Friendswood and around the State of Texas. The parade will conclude at Stevenson Park where over 50 vendor booths, rides, games, food, live entertainment, and fun for the entire family will take place. The activities will begin shortly after the conclusion of the parade, and will conclude at approximately 3:30 PM. The evening program will be held at Centennial Park and begins at 7:30 PM. The band "Chinatown" will headline the night's entertainment and will be playing music from the 80's, 90's, 2000's, and today. The evening will conclude with a fantastic fireworks extravaganza that will light up the sky beginning at approximately 9:20 PM. The fireworks will be choreographed to patriotic music and the show is expected to be one of the best fireworks displays in the Houston area. Public parking will not be available at Centennial Park for the evening program, but a free shuttle service is provided to gain admittance into the park. The shuttle service will be available from Friendswood United Methodist Church and Friendswood High School, and will begin running at 6:30 PM. Do not miss out on this family event as the community of Friendswood celebrates our country's independence in patriotic style.

The City Manager reported that the Texas Association of Municipal Information Officers (TAMIO) is an affiliate of Texas Municipal League. Recreation Aide Katy Blanchard from the Parks and Recreation Department submitted a project for award consideration at the annual TAMIO conference in June. The city received second place in the Award of Excellence in the Best Use of Photography – Population under 70,000 category for Keep Friendswood Beautiful #FriendswoodProud Photo Contest.

The City Manager reported that for the second year in a row, the Friendswood Volunteer Fire Department's Emergency Medical Services (EMS) division was recognized with the American Heart Association's Mission: Lifeline EMS Gold Plus Award. Lifeline participants share a common commitment to American Heart Association's best-practice guidelines and data-based quality measures, benefit from recognition, regional networking, and knowledge transfer.

The City Manager reported that Niche.com has recently ranked the City of Friendswood as the 25th in its Best Suburb to Live in Texas list. Earlier this year, Niche.com announced the City of Friendswood as the seventh Safest Suburb in the Houston area, and prior to that, the ninth Best Suburb to Raise a Family in Houston area.

The City Manager reported that the city has been diligently working on the Hazard Mitigation Grant application with the city's consultant, Jeffery S. Ward and Associates. Staff has received 38 completed applications for acquisition, elevation and/or mitigation reconstruction. Once reviewed and vetted, only 24 homes qualified for buyout, and within those 24 eight qualify for elevation assistance. At this time the city is pursuing both options to give the homeowner more flexibility. The city's application for buyout was submitted last week, and the elevation application will be submitted in mid-July. The City is also working with Jeffrey S. Ward and Associates on the submission of two regional detention projects and a bridge elevation effort. Applications for all three projects will be submitted later in July. This past spring, the city advertised a Request for Proposals (RFP) for cleaning and desilting services for storm sewer lines impacted by Hurricane Harvey. Unfortunately, no proposals were received. Staff is regrouping and will be once again advertising a modified RFP in the coming weeks. The city has expended approximately \$4.9 Million in Hurricane Harvey related funds, and to date the city has been reimbursed \$1.3 Million. The city's Certified Floodplain Managers are currently reviewing preliminary floodplain maps for the Harris and Galveston County portions of the City of Friendswood. Staff anticipates a recommendation to Council in the coming months to include the Harris County Flood Insurance Rate Map (January 2017) and the Galveston County Preliminary Flood Insurance Rate Map (February 2018). The maps are available to the public at www.RiskMap6.com.

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ACTION ITEMS (continued)

****Councilmember Scott** moved to approve the appointment of Blaise Guzzetta and Mike Hickey to the Community and Economic Development Committee to fill vacancies with terms to expire July 2021, reappointment of Skip Evans and Meg Crowley to the Community and Economic Development Committee with terms to expire July 2021, appointment of Billy Mendoza and Les French to the Construction Board of Adjustment and Appeals to fill vacancies with terms to expire July 2021, appoint Randy Weisinger to the Construction Board of Adjustment and Appeals with a term to expire July 2021, reappointment of Terry McHugh, Monique Hammett, Faye Ray, and Rajni Amin to the Construction Board of Adjustment and Appeals with terms to expire July 2021, reappointment of Mike Czarowitz, Elizabeth Stacy and Ted Thomas to the Library Board with terms to expire July 2021, reappointment of David O'Brien III, Ronald Dyer, Mike Czarowitz to the Zoning Board of Adjustment and Appeals with terms to expire July 2020, and reappointment of alternate members Linda Thornton, Glen Grayban and Jason Byers to the Zoning Board of Adjustment and Appeals with terms to expire July 2020. Seconded by Councilmember Hanks. The motion was approved unanimously.

****Councilmember Scott** moved to approve the disposition of RFP No. 2017-04 for ground emergency ambulance services and award to Friendswood Emergency Medical Services (EMS). Seconded by Councilmember Branson. The motion was approved unanimously.

****Councilmember Branson** moved to approve the disposition of RFP No. 2018-14 for Professional Audit Services and award to Whitely Penn, LLP. Seconded by Councilmember Griffon. The motion was approved unanimously.

****Councilmember Branson** moved to approve updating the Appointment Policy for Boards, Committees and Commissions with amendments. Seconded by Councilmember Hanks. The motion was approved 6-1 with Councilmember Rockey opposed.

****Councilmember Hanks** moved to approve an agreement with Friendswood Independent School District (FISD) for School Resource Officers. Seconded by Councilmember Branson. The motion was approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 19, Resolutions.

RESOLUTIONS

****Councilmember Scott** moved to approve Resolution **R2018-11** – A resolution of the City of Friendswood, Texas, in support of the dredging of Clear Creek. Seconded by Councilmember Branson. The motion was approved unanimously.

****Councilmember Rockey** moved to approve Resolution **R2018-12** – A resolution of the City Council of the City of Friendswood, Texas, designating the Mayor as the city's representative in seeking eligible grant funds under General Victim Assistance Direct Services Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor. Seconded by Councilmember Griffon. The motion was approved unanimously.

****Councilmember Branson** moved to approve Resolution **R2018-13** – A resolution of the City of Friendswood, Texas, approving an amendment to the resolution designating individuals of the city as authorized representatives to the Texas Local Government Investment Pool ("TexPool/TexPool Prime"); and repealing all other resolutions inconsistent or in conflict herewith. Seconded by Councilmember Griffon. The motion was approved unanimously.

ORDINANCES

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****Councilmember Branson moved to approve the Second and Final reading of Ordinance No. 2018-13 –** An ordinance adopting and enacting a new code for the City of Friendswood, Texas; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.

Seconded by Councilmember Hanks. The motion was approved unanimously.

****Councilmember Branson moved to approve the Second and Final reading of Ordinance No. 2018-15 –** An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” Section 7, “Schedule of District Regulations,” Subsection 7.P.5, “North American Industry Classification System (NAICS) Codes” by changing the reference from “1997” to “current” and amending Subsection 7.P.6, “Permitted Use Table,” by adding the “2017 NAICS” reference, by adding NAICS Use No. 425, Wholesale Electronics Markets and Agents and Brokers; and providing for the expansion of NAICS Use No. 447 by adding NAICS Use No. 447190, Other Gasoline Stations (gas stations without convenience stores; truck stops; and marine service stations); providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Seconded by Councilmember Rockey. The motion was approved unanimously.

****Councilmember Griffon moved to approve the Second and Final reading of Ordinance No. 2018-16 –** An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” Section 7, “Schedule of District Regulations,” Subsection 7.Q.3. “Area and Height Exceptions” by adding “g. Stairs in Certain Situations,” an exception to allow stairs of an elevated house to encroach the front building line in certain situations; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Seconded by Councilmember Hanks. The motion was approved unanimously.

****Councilmember Branson moved to approve the Second and Final reading of Ordinance No. 2018-17 –** An ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) Solid Waste Franchise. (Waste Connections)
Seconded by Councilmember Griffon. The motion was approved 5-2 with Councilmembers Rockey and Hanks opposed.

****Councilmember Griffon moved to approve the First reading of Ordinance No. T2018-19 –** An ordinance amending Appendix “C” “Zoning”, of the Code of Ordinances of the City of Friendswood, Texas, Section 3, “Provision for Official Zoning Map”, rezoning the property generally consisting of 2.504 acres out of Lot 12, Block 2 of Friendswood Subdivision, as recorded in Volume 238, Page 14, of the Office of the County Clerk of Galveston County, Texas, located at 213 East Heritage Drive, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density / Specific Use Permit (MFR-L/SUP) to Planned Unit Development (PUD), more fully described in Exhibit “A”, incorporated by reference, with such Planned Unit Development (PUD) to be governed for all purposes and conditions pursuant to the attached site plans included in Exhibit “B”, all as more specifically provided herein; providing for the amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Seconded by Councilmember Branson. The motion **failed** unanimously.

****Councilmember Scott moved to approve the First and Final reading of Ordinance No. 2018-20 –** An ordinance amending City of Friendswood, Texas, Ordinance No. 2017-32, passed and approved October 2, 2017, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2017-2018 by approving “Budget Amendment X” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Seconded by Councilmember Branson. The motion was approved unanimously.

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CONSENT AGENDA

Councilmember Rockey asked to pull Consent Agenda Item D for discussion.

****Councilmember Griffon moved to approve all items on the Consent Agenda as presented with the exception of Agenda Item D, A. Approving a Buyout License Agreement for 401 Richmond Lane and authorizing the Mayor to execute the agreement. B. Authorizing the Friendswood Volunteer Fire Department to purchase one 2018 Ford F-150 Crew Cab and authorize the trade-in of a 2009 Ford Expedition. C. Approving an amendment to the contract with Crowder Gulf for Debris Management Services. E. Accepting the May 2018 Property Tax Report.**

Seconded by Councilmember Scott. The motion was approved unanimously.

****Councilmember Rockey moved to approve Consent Agenda Item D. Ratify City Manager's signature on the City's application for Federal Assistance with Elevation and Acquisition.**

Seconded by Councilmember Branson. The motion was approved unanimously.

City Manager Morad Kabiri stated the city recently submitted a Hazard Mitigation Grant Program Buyout Application. Texas Division of Emergency Management has received funds from the state and federal government, funds can be used for acquisition, demolition and purchase of property severely damaged during Hurricane Harvey, 24 applicants have decided to submit for buyouts, grant is 75/20 split, city does not currently have funds for the local match portion, and eight of the 24 properties are being evaluated for elevation grants.

The meeting was adjourned at 8:41 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary

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STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
AUGUST 06, 2018)(
)

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **AUGUST 06, 2018**, AT 5:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR
MAYOR PRO-TEM
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ATTORNEY
CITY MANAGER
CITY SECRETARY

MIKE FOREMAN
JOHN SCOTT
STEVE ROCKEY
SALLY BRANSON
TRISH HANKS
ROBERT J. GRIFFON
CARL GUSTAFSON
MARY KAY FISCHER
MORAD KABIRI
MELINDA WELSH

REGULAR SESSION

Mayor Foreman called the meeting to order.

The invocation was given by Pastor McCauley Austin with Friendswood Baptist Church.

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

COMMUNICATIONS FROM THE PUBLIC

Mayor Foreman asked if anyone would like to speak. No one spoke.

WORK SESSION

Mayor Foreman opened the discussion regarding the City's proposed Fiscal Year 2018-2019 General Fund Budget. Administrative Services Director Katina Hampton presented a PowerPoint presentation regarding Fiscal Year 2019, total revenue of \$58.1 Million, Fiscal Year total expenditures of \$57.7 Million, current tax rate of \$0.5273, proposed tax rate of \$0.5273, reviewed historical tax rate, historical total property taxes for various appraised home values, General Fund revenue of \$27.7 Million, new and updated General Fund revenues, General Fund expenses of \$27.7 Million, Fiscal Year 2019 Operational Expenditures (General Fund plus Water and Sewer Funds), reviewed historical population figures, full-time equivalent personnel per capita, General Fund Decision Packages total of \$94,501, unfunded Decision Packages, General Fund balance with 90-day reserve, Water and Sewer Fund revenues of \$12.7 Million, Water and Sewer Fund expenses of \$ 12.6 Million, Water and Sewer Fund Forces at Work, Water and Sewer Fund Decision Packages total of \$616,951, unfunded Decision Packages, and Public Works Water and sanitary sewer five-year Capital Improvement Plan.

Discussion took place between Mayor, Council, and Staff regarding home appraisal values, additional school resource officers for Friendswood Independent School District, General Fund unfunded Decision Packages of employee merit raises and pay plan adjustment, General Fund balance with 90-day reserve, and Federal Emergency Management Agency (FEMA) reimbursement expectations. The consensus of Council was to use \$433,000 from funds not spent during Fiscal Year 2017-2018 on street repairs to fund employee merit raises and pay plan adjustment decision packages.

Mayor Foreman stated Director of Public Works/City Engineer Patrick Donart would do the Capital

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Projects update at a later time in order for Council to convene into Executive Session.

CLOSED EXECUTIVE SESSION

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

Council convened into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.087 – Deliberation regarding economic development negotiations; to deliberate the offer of a financial or other incentive to a business prospect.

RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with no action taken later in the meeting.

SPECIAL RECOGNITION AND ACKNOWLEDGEMENTS

Mayor Foreman stated Municipal Court Judge James Woltz was unable to attend tonight's Council meeting. The oath was done earlier in the day by City Secretary Melinda Welsh.

JOINT PUBLIC HEARINGS

Mayor Foreman and Planning and Zoning Commission Chair Joe Matranga called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding a zone classification change request for a 0.3337 acre tract of land out of Lot 9 Block 2, Friendswood Subdivision, located at 315 South Friendswood Drive, Friendswood, Galveston County, Texas, to change from Light Industrial (LI) to Downtown District (DD).

Community Development Director/City Planner Aubrey Harbin explained that the request is from a new property owner, property is located within the Downtown District, old Lary's Florist building, does not meet Downtown District requirements, would be grandfathered in, and any additions or remodeling done would have to stay in compliance with the non-conforming ordinance.

Planning and Zoning Commission Chair Matranga asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Planning and Zoning Commission Chair Matranga adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left Council's portion of the Joint Public Hearing open.

Mayor Foreman and Planning and Zoning Commission Chair Joe Matranga called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding a zone classification change request for a 0.6804 acre tract of land out of Reserve A of Forest Creek Subdivision, located at 4203 Friendswood Link Road, Friendswood, Harris County, Texas, to change from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use No. 713940 Fitness and Recreational Sports Centers.

Community Development Director/City Planner Aubrey Harbin explained that the property is an existing site on Friendswood Link Road, old car wash site, day care on one side and AMCAP Mortgage is on the other side, and owner would like to put in a fitness center.

Planning and Zoning Commission Chair Matranga asked if the applicant would like to speak.

Ben Sunday, architect for the project, stated this is a small-scale building, will maintain landscape along the back of the property as well as add to the front, and the gym is geared more toward classes.

Planning and Zoning Commission Chair Matranga asked if anyone would like to speak in favor or in

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opposition of the request. No one spoke.

Planning and Zoning Commission Chair Matranga adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left Council's portion of the Joint Public Hearing open.

COMMUNICATIONS FROM THE PUBLIC

David Allen, Friendswood resident, addressed Council and stated downtown Friendswood is starting to look good and it is nice to see everything coming together. Is at the meeting to speak on freedom of speech, gave an example of lack of free speech in China, beginning to show up in the United States with platforms such as Facebook and Google, canceling conservatives due to the upcoming election, and trying to meddle with the election. These platforms present themselves as open forums, will invent stuff on people and then drop them, a little bit of fake news to pass their anti-conservative bias passed amongst their own corporation, infowars.com has been banned on almost everything, and keep your fingers on post of what actually happens versus fake news.

Cheryl Johnson, Friendswood resident, addressed Council and stated she would like to thank Council for moving forward with the flood maps, and will be a good thing for the city. Discussed tax rate, five-year comparison, and will send Administrative Services Director Katina Hampton the comparison on residential properties.

Alyssa Tjaden, Friendswood resident, addressed Council and stated she is the president of Friendswood Youth Baseball, board members are present, and 720 children played baseball this spring. Discussed transition from Little League Baseball to Protect Our Nation's Youth (Pony) League Baseball, nationally recognized organization, offers programs from 4U through 23U, great emphasis on character and youth development, major league baseball rules are used, age appropriate pitch count limitations, and knowledge that is important to the transition to the high school level. One of the major benefits in Pony League is the field dimension growth. In Little League, t-ball players are playing on the same size field as 12 year olds, playing age appropriate size fields encourages correct baseball skills to be taught and more reaction time that is safer for the players. There is field space at Renwick Park and the board has a plan to put into action. Pony League offers all levels of all-stars for the summer season. For the first time this year, Friendswood offered two teams per division 6U, 7U, and 8U divisions, and 78 children played teams from Deer Park, Kingwood, Katy, Conroe, Pasadena, Crosby, Huntsville, and many other leagues. The 6U all-star team played in the south World Series in Atlanta. Participants completed a survey of their experience with Pony League, 98% participants felt their child gained baseball skills and knowledge, and 98.9% participants would enjoy participating in future Pony League events. The board of directors feels confident in the direction of the program and are looking forward to Pony League Baseball at Renwick Park.

Connie Ratisseau, Friendswood resident, addressed Council and stated she would like to thank Council for putting flood maps on the agenda, Harris County Flood Control has a \$2.5 Billion bond election coming up, being voted on and paid for by Harris County residents but it affects both sides of the creek, four projects made the list for Friendswood's section of the creek, partner shared projects each costing \$10 Million with \$2.5 Million for each from local funds. Two of the project line items are for rehabilitation of the Clear Creek channel conveyance capacity. Passage of the bond could open up further funding opportunities for state and federal funds. Ms. Ratisseau thanked Texas House Representative Dennis Paul and everyone that communicated with the Harris County Flood Control District to help Friendswood fight against future flooding.

Gail Lovely, Friendswood resident, addressed Council and stated her house flooded during Hurricane Harvey and had water in it from Clear Creek watershed for days. Many homeowners a year ago thought they may not have to worry about flooding and then they flooded. In small storms, the City of Friendswood does really well by design to carry water through drainage systems into creeks, but not with big storms. In Hurricane Harvey, two-thirds of the water in the city's creeks and houses came from outside the City of Friendswood. Detention is not the only answer, in big storms there is a flow problem

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that storage cannot solve, really listen when a flood mitigation project is discussed, and ask what the project will do in regards to Clear Creek and flooding in Friendswood. The future of the city depends on Council's ability to learn, listen, ask for clarification, seek solutions to big storms and pay attention to numbers.

With concurrence of Council, Mayor Foreman moved to Agenda Item 12, City Manager's Report.

CITY MANAGER'S REPORT

City Manager Morad Kabiri reported that the colorful mural on the fencing in Stevenson Park is part of the downtown art initiative, and artwork was done by local artist Adam Socie. The Parks and Recreation Department, with the help of the Friends of Downtown Friendswood Association and Friendswood Fine Arts, are looking into adding more murals in the park. The city appreciates the hard work that has gone into making city parks the beautiful assets they are.

The City Manager reported that the City of Friendswood has been recognized again by the National Weather Service (NWS) as "StormReady." The renewal follows an onsite evaluation in July by NWS personnel who inspected and verified that the City of Friendswood has sufficient warning systems and communication equipment capacity to provide adequate emergency warning to the public. Jurisdictions that receive StormReady recognition also receive additional Community Rating System credits as assigned by the National Flood Insurance Program through the Federal Emergency Management Agency (FEMA), which can lower flood insurance premiums for all residential and commercial properties in the City of Friendswood. In 2003, Friendswood was the first community in the Houston/Galveston region to be recognized as StormReady, and the recognition has been successfully renewed every three years since. StormReady recognition is one facet of the city's emergency preparedness program in creating a proactive approach to public safety through planning, education, and awareness training.

The City Manager reported that last month a second Hazard Mitigation Grant Program application was submitted for elevation assistance, application included six homes that were also included in the buyout application previously submitted. In mid-June, the city's Office of Emergency Management finalized the Category A submittal to Federal Emergency Management Agency (FEMA) for reimbursement, submittal has been reviewed by local FEMA representatives and forwarded to the state and regional FEMA office for consideration/reimbursement. The Category A submittal included nearly \$4.5 Million of city expenses following Hurricane Harvey. The City of Friendswood and the Galveston County Consolidated Drainage District (GCCDD) met with representatives of the United States Army Corps of Engineers (USACE), General Land Office (GLO), Federal Emergency Management Agency (FEMA), and the Texas Division of Emergency Management (TDEM) to discuss Clear Creek. The impetus for the meeting was a request made by Galveston County, through TDEM, to dredge Clear Creek, and consensus amongst the officials present was that no local jurisdiction can dredge Clear Creek. In order for the USACE to pursue such an endeavor, authorization by Congress is needed and a study would have to be completed identifying the cost in comparison to the benefit gained. If the project does not meet the federal threshold for benefit to cost ratio, the project would not be undertaken. The group did agree that debris and other obstructions that have made their way into the creek as a result of Hurricane Harvey could be removed and reimbursement sought through FEMA. A representative from the GLO will be touring the creek with the GCCDD to identify such obstructions to pursue removal. While Staff had audience with the USACE, Staff brought up the recent Clear Creek Alternative Project announcement to improve the creek upstream of the City of Friendswood. Staff asked that the drainage model be rerun with Hurricane Harvey rainfall data to prove that there would be no impact in the City of Friendswood, and asked for permission to pursue various components of the original Clear Creek project in the City of Friendswood if funding was provided locally. The USACE advised that would be fine and went on to offer an update to their economic model to see if the benefit costs have changed since 1998. Staff will continue their dialogue with the USACE and keep the subcommittee posted.

The City Manager reported that for the first time the Friendswood Animal Control facility will participate in a National Clear the Shelters effort held on August 18, 2018, from 8:00 AM to 4:00 PM. The event is sponsored by NBC, Telemundo, and other local sponsors. Since 2015, more than 70,000 homeless pets

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have been adopted as a result of this event. On the day of the event, animals will be available for free adoptions.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11, Communications from Committees and Special Reports.

COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

Friendswood Downtown Economic Development Corporation (FDEDC) President Alton Todd presented the annual report. Mr. Todd introduced the members of FDEDC and stated that over the past two years this has been one of the most efficient and easily working boards to which he has belonged. The board held 14 regular meetings, two annual meetings, and two public hearings. Some accomplishments of the FDEDC over the past year are projects to bury underground utility lines on the west side of Friendswood Drive and met with Staff to discuss possible partnership opportunities for future projects. The board discussed the need to hire a landscape architect that would include public engagement, branding and streetscape design, interviewed three companies, chose Lauren Griffon and Associates based out of Houston, have done similar work for West University Place, City of Nassau Bay, and City of Clear Lake Shores. The board held stakeholder meetings with Staff, city board and committee members, school administration, Emergency Management Services (EMS), Friendswood Fine Arts, Masonic Lodge, Friendswood Historical Society, Heritage Gardeners, Rotary Club, downtown area churches, Farmers Market, Friends of Downtown Friendswood Association, and high school students from local school districts. A survey was sent out to 10,000 people, received 1,132 responses, citizens would like to keep the community safe, family oriented, preserve the trees and Friendswood's rich history. Public meetings were held in June and July to further refine the concept of branding. The board recommends Council approve a contract with Traffic Engineers, Inc., for grant writing services in order to apply for a Transportation Improvement Plan grant, administered through Houston-Galveston Area Council (H-GAC) that has a 20% funding match. There will be a meeting on August 23, 2018, at 7:00 PM for the board to receive input on a proposed Downtown Improvement Plan draft. A final plan should be ready in early fall to be presented to Council. The board appreciates the opportunity to serve on the committee.

Councilmember Rockey asked if any work had been done on staggered terms, and FDEDC President Alton Todd answered changes have to comply with state law but there does need to be some continuity and not have all members leave the board at the same time.

City Manager Morad Kabiri stated Staff is evaluating and will present a solution to Council.

West Ranch Management District Board President Brian Gibson presented the annual report and stated he appreciated the invitation from Mayor and Council, and apologized for not being at the July Council meeting due to a miscommunication. It has been a relatively quiet year, tax rate will drop again for 2018, since 2015 has dropped from 65 cents to 50 cents in 2017, should go down to 45 cents for 2018, overall certified value \$512 Million, average price of home is \$450,000, not much commercial movement, 45 acres of commercial property at 518 and West Boulevard with an additional 13 acres at Friendswood Lakes Boulevard and West Boulevard, last WS&D bonds sold were in 2012, last road bonds sold in 2015 and recreation bonds in 2016. The last residential section has been completed. The Board is currently looking at a five-year plan, maintenance for the detention and outfall facilities, possible future projects, and would like to bring in a town center.

Councilmember Gustafson asked how much interest has there been in the commercial property or has the discussions only been with the developer, and Mr. Gibson answered he is an associate for Friendswood Development Company, not focused on commercial sales, sits on the board for the management district, there has been a little interest in the commercial property but not the type of commercial that has been wanted in the area.

Councilmember Gustafson stated one complaint he has heard from residents that live in West Ranch is the inability to conveniently attend meetings, held on Wednesday mornings at 11:00 AM at Greenway Plaza, and asked if it was possible to hold a few meetings a year closer to residents and in the evening.

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Mr. Gibson answered yes the September meeting has been approved to meet in the district during the day.

With concurrence of Council, Mayor Foreman moved to the Employee Benefit Trust agenda.

Mayor Foreman recessed the City Council meeting to convene into a meeting of the City of Friendswood Employee Benefit Trust.

CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST

A meeting of the City of Friendswood Employee Benefit Trust was called to order, per the posted agenda.

******Councilmember Branson moved to approve all items on the Consent Agenda as presented: A. Consider action accepting the renewal offer from Blue Cross/Blue Shield of Texas for Employee Medical and Pharmacy Insurance. B. Consider action accepting the renewal offer from Guardian for Employee Dental Insurance. C. Consider action to accept the renewal offer from Guardian for Employee Life/AD&D Insurance. D. Consider action to accept the renewal offer from VSP for Employee Vision Insurance. E. Consider action to accept the renewal offer from Lincoln Financial for Employee Long Term Disability (LTD) Insurance. F. Consider action to approve contract from Blue Cross/Blue Shield of Texas for ancillary product, Group Long Term Disability.

Seconded by Councilmember Hanks. The motion was approved unanimously.

Mayor Foreman adjourned the City of Friendswood Employee Benefit Trust meeting and reconvened the City Council meeting.

RECONVENE CITY COUNCIL MEETING

ACTION ITEMS

******Councilmember Branson moved to approve the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.

Seconded by Councilmember Rockey. The motion was approved unanimously.

******Councilmember Branson moved to approve an amendment to the Appointment Policy for Boards, Committees and Commissions.

Seconded by Councilmember Griffon. The motion was approved unanimously.

******Councilmember Scott moved to approve the appointment of Ashley Mannschreck to Keep Friendswood Beautiful to fill a vacancy with a term to expire November 2019, appointment of Cody Owen and Tom Hinckley as alternate members to the Construction Board of Adjustment and Appeals with terms to expire July 2021, and appointment of current alternate members, JoBeth Brizendine, Benette Rowley, and Madeline Short to become regular members of the Library Board with terms to expire July 2021.

Seconded by Councilmember Rockey. The motion was approved unanimously.

******Councilmember Branson moved to approve an amendment to the design contract for Lift Station No. 23 with Lockwood, Andrews, & Newnam, Inc.

Seconded by Councilmember Griffon. The motion was approved unanimously.

******Councilmember Scott moved to approve the disposition of RFP No. 2018-16 for Emergency Medical Services billing and collections and award to Emergicon, LLC.

Seconded by Councilmember Hanks. The motion was approved unanimously.

******Councilmember Scott moved to approve ratifying the City Manager's signature on the letter of termination to mowing vendor Special Touch Landscaping, Inc.

Seconded by Councilmember Branson. The motion was approved unanimously.

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****Councilmember Scott** moved to approve the disposition of RFP No. 2018-02 for city property lawn mowing and maintenance services and award to Cornerstone Maintenance, Inc., due to termination of first vendor contract and their inability to fulfill responsibilities.

Seconded by Councilmember Rockey. The motion was approved unanimously.

****Councilmember Branson** moved to approve a tri-party agreement with Harris County and Coastal Bend Property Development, LP, for the relocation of a waterline and public improvements associated with Beamer Road near FM 2351.

Seconded by Councilmember Rockey. The motion was approved unanimously.

****Councilmember Griffon** moved to approve the City Manager's appointment of Matthew Riley as the Library Director.

Seconded by Councilmember Branson. The motion was approved unanimously.

Library Director Matt Riley stated he is excited to have this opportunity, has a great Staff and looks forward to this opportunity, introduced his family, co-workers and Library Board members present at the meeting.

****Councilmember Rockey** moved to approve a City of Friendswood Flood Vulnerability Study.

Seconded by Councilmember Griffon. The motion was approved unanimously.

****Councilmember Branson** moved to approve a Friendswood Downtown Economic Development Corporation contract with Traffic Engineers, Inc., for grant writing services.

Seconded by Councilmember Hanks. The motion was approved unanimously.

RESOLUTIONS

****Councilmember Rockey** moved to approve Resolution **R2018-14** – A resolution of the City Council of the City of Friendswood, Texas, determining that land is needed for the construction, operation, maintenance, and extension of Friendswood Lakes Boulevard; accepting the dedication of said land from Cypress Creek Holdings, Ltd., Melissa Cleaves Benson, Constance Cleaves Brakebill, Virginia Parrish Cleaves, Ted Cleaves, and Catherine Cleaves Mahon, and Yellowstone Hill Country Ranch, LLC, property owners.

Seconded by Councilmember Scott. The motion was approved unanimously.

****Councilmember Griffon** moved to approve Resolution **R2018-15** – A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

Seconded by Councilmember Hanks. The motion was approved unanimously.

ORDINANCES

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission's vote for Agenda Item 25A, First reading of Ordinance No. T2018-21, An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, by amending the zoning classification for a .3337 acre tract of land located at 315 South Friendswood Drive, Friendswood, Texas, situated in the Sarah McKissick League, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2, Friendswood Subdivision, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's records, City of Friendswood, Galveston County, Texas; amending the zone classification from Light Industrial (LI) to Downtown District (DD), all as more specifically provided herein; providing for the amendment of the Official Zoning Map was **approved unanimously**.

****Councilmember Scott** moved to approve the First reading of Ordinance No. **T2018-21** – An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, by amending the zoning classification for a .3337 acre tract of land located at 315 South Friendswood Drive, Friendswood, Texas, situated in the Sarah McKissick League, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2, Friendswood Subdivision, according to the plat recorded in Volume 238, Page

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4, Galveston County Clerk's records, City of Friendswood, Galveston County, Texas; amending the zone classification from Light Industrial (LI) to Downtown District (DD), all as more specifically provided herein; providing for the amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability. Seconded by Councilmember Branson. The motion was approved unanimously.

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission's vote for Agenda Item 25B, First reading of Ordinance No. T2018-22, An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 0.6804 acres of land, being out of Reserve "A" of Forest Creek Subdivision, situated in the Sarah McKissick Survey, Abstract 549, City of Friendswood, Harris County, Texas; amending the zone classification from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use No. 713940 "Fitness and Recreational Sports Centers;" providing for amendment of the Official Zoning Map **was approved unanimously.**

****Councilmember Scott** moved to approve the First reading of Ordinance No. **T2018-22** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 0.6804 acres of land, being out of Reserve "A" of Forest Creek Subdivision, situated in the Sarah McKissick Survey, Abstract 549, City of Friendswood, Harris County, Texas; amending the zone classification from Neighborhood Commercial (NC) to Neighborhood Commercial/Specific Use Permit (NC/SUP) to allow NAICS Use No. 713940 "Fitness and Recreational Sports Centers;" providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability. Seconded by Councilmember Griffon. The motion was approved unanimously.

****Councilmember Branson** moved to approve the First reading of Ordinance No. **T2018-23** – An ordinance repealing Ordinance No. 2017-36 and amending the Code of Ordinances of the City of Friendswood, Texas, by deleting from Chapter 34 thereof all of Section 34-24 and substituting therefor a new Section 34-24; providing for adoption of "The Flood Insurance Study for Galveston County, Texas and Incorporated Areas," dated February 28, 2018, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated January 6, 2017, and "The Flood Insurance Study for Harris County, Texas and Incorporated Areas," dated June 18, 2007; providing a penalty of an amount not to exceed \$2,000 for each day of violation hereof; and providing for severability. Seconded by Councilmember Hanks. The motion was approved unanimously.

Discussion took place between Mayor, Council, and Staff regarding the consensus of Council was for Staff to include a notice within the city's application for utility connection that states the flood zone the address is located in, and for Staff to review the flood maps semi-annually until Federal Emergency Management Agency (FEMA) adopts new preliminary maps.

****Councilmember Scott** moved to approve the First and Final reading of Ordinance No. **2018-24** – An ordinance amending City of Friendswood, Texas, Ordinance No. 2017-32, passed and approved October 2, 2017, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2017-2018 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2017-2018"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject. Seconded by Councilmember Branson. The motion was approved unanimously.

COMMUNICATIONS FROM THE MAYOR AND COUNCILMEMBERS

Councilmember Rockey stated the drainage subcommittee has been meeting weekly, following the Six Sigma process, have defined what the subcommittee will work on, currently in the measurement process phase, generate a whole lot of information, and do not make evaluations yet. The committee has had good attendance at meetings, there is a desire to occasionally communicate to the public, should present

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to Council every two months, still a lot of work to do, and an incredible amount of data to get.

Councilmember Branson stated there will be an ice cream social on Labor Day celebrating community spirit. Last year over 1,000 people showed up after Hurricane Harvey. This year the Mayor will say a few words to the community about remembering the community spirit felt after Hurricane Harvey and now we are "Friendswood Stronger." Encouraged everyone to come to the Stevenson Park Gazebo on Labor Day from 3:00 PM to 5:00 PM.

Councilmember Hanks stated Skip Evans is the new Community and Economic Development Committee Chair. She congratulated Parks and Recreation Director James Toney and the Fourth of July Steering Committee on the awesome work they did for the Fourth of July event, and thanked them for still having the parade in the rain.

Councilmember Griffon stated that he attended the Harris County Community Service Department for the Harris County Hurricane Harvey method of distribution. Federal Emergency Management Agency (FEMA) has verified the City of Friendswood loss was only second to Pasadena in verified losses for Hurricane Harvey, Harris County residents are in the method of distribution, Harris County for City of Friendswood infrastructure only non-home buyouts was \$4,405,380, and asked the City Manager to give a brief explanation.

City Manager Morad Kabiri stated the \$4 Million mentioned is low to moderate income areas, the city will still be required to apply to Harris County despite the direct allocation received due to the county's financial thresholds, and the entire census tract would have to qualify to meet the thresholds.

Councilmember Griffon stated notification would need to be submitted by August 20, 2018, to Harris County to apply for the remaining 30% to see if the city could receive any funds. There will be a second tranche of funds from Harris County for \$1.115 Billion that will be virtually all infrastructure, and will probably be tied to low to moderate income as well.

Councilmember Scott stated tomorrow teachers start back to school, thanked all Friendswood teachers for the service they provide, educating kids is an important job, and often underappreciated.

Councilmember Gustafson stated this time last year no one knew what lay ahead with Hurricane Harvey, a lot has changed over the past year, tremendous amount of work has gone into dealing with the aftermath of the storm, planning to mitigate the effects of something like this when it occurs again, and look back over the past year to see how far the recovery process has come. He thanked Staff for the work that has been done on the budget, still have a little tweaking to do, but have done a wonderful job. Council is tasked with the effort to address this kind of storm in the future, will not be a fast process, will take some time but will not be forgotten.

Mayor Foreman stated he would cede his time to Director of Public Works/City Engineer Patrick Donart for the Capital Projects update.

CONSENT AGENDA

**Councilmember Scott moved to approve all items on the Consent Agenda as presented: A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the September City Council meeting to September 10, 2018, due to the Labor Day holiday on Monday, September 3, 2018. B. Approval of the Galveston County Cooperative Evacuation Plan. C. Approval of the Galveston County Cooperative Reentry Plan. D. Approving a Congregate Meal Program Interlocal Agreement with Galveston County Parks and Senior Services Department for the City's Senior Citizen meal program. E. Approving a modification to the lease agreement with Crown Castle tower on East Willowick Avenue. F. Accepting the June 2018 Property Tax Report. G. Approving the Minutes of the May 14, 2018, and June 02, 2018, Council Meeting.

Seconded by Councilmember Griffon. The motion was approved unanimously.

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With concurrence of Council, Mayor Foreman moved to Agenda Item 5B, Capital Projects update.

WORK SESSION (continued)

Mayor Foreman opened the discussion regarding Capital Projects update. Director of Public Works/City Engineer Patrick Donart presented a PowerPoint presentation regarding the progress made on Capital Projects since the July Council meeting. He reported on the street maintenance bid and parking at Old City Park.

Discussion took place between Mayor, Council, and Staff regarding crushed concrete versus asphalt for additional parking spaces at Old City Park, estimated cost to do additional 29 parking spaces would be \$78,000, and Staff will bring an item to Council at the September Council meeting for a solution on parking spaces.

The meeting was adjourned at 8:39 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary