

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
JUNE 1, 2020



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:30 PM ON MONDAY, JUNE 1, 2020, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

5:30 PM – REGULAR MEETING

1. Call to order
2. Invocation
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
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. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
5. **WORK SESSION**
 - A. Multi-Year Financial Plan Discussion
 - B. Drainage Update

6. Communications from the Public

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. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

7. City Manager's Report

- A. Friendswood Lakes Boulevard Project
- B. Houston 100 Club Hero Award Recipient Lisa Camp
- C. Waste Connections Awards High School Scholarships
- D. Hurricane Harvey Update
- E. Coronavirus Disease 2019 (COVID-19) Update

8. Communications from Committees and Special Reports

- A. Annual Report from Library Board Chair Diane Freeman

9. Discussion and Possible Action

- A. Discussion and possible action regarding the disposition of RFP No. 2020-04 Demolition and Removal Services – Up to 13 Houses for the Hazard Mitigation Grant Program.
- B. Discussion and possible action regarding the disposition of RFP No. 2020-05 Demolition and Removal Services – Up to 4 Houses for the Flood Mitigation Assistance Program.
- C. Discussion and possible action regarding approving an interlocal agreement with the Galveston County Consolidated Drainage District for flood mitigation projects on Minglewood Drive.
- D. Discussion and possible action regarding approval of a cooperative purchase (Houston-Galveston Area Council Contract TP07-18) and authorizing the Mayor to execute the agreement with PM Construction and Rehab, LLC, dba IPR-South Central, LLC, for 2020 Sewer Rehabilitation.
- E. Discussion and possible action regarding the purchase of Public Works software.

- F. Discussion and possible action regarding an interlocal agreement with the Harris County Flood Control District for the operation and maintenance of weather gauges located in Galveston County.

10. Resolutions

Consideration and possible action regarding the following:

- A. Resolution R2020-14: A resolution of the City of Friendswood authorizing the adoption of the Harris County Multi-Hazard Mitigation Action Plan update.
- B. Resolution R2020-15: A resolution of the City Council of the City of Friendswood, Texas, verifying that cybersecurity training has been completed and authorizing the City Manager or his designee to submit all documentation required by Texas Government Code Section 2054.5191.
- C. Resolution R2020-16: A resolution of the City Council of the City of Friendswood, Texas, authorizing and approving the Coronavirus Relief Fund (CRF), Coronavirus Aid, Relief, and Economic Security (CARES) Act application.
- D. Resolution R2020-17: A resolution adopting Rules of Procedure for the Planning and Zoning Commission of the City of Friendswood, Texas, pursuant to authority contained in Section 2-3 of the Code of the City of Friendswood, Texas; and repealing Resolution No. R2019-15.

11. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-25: Second and Final reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres – Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 E. Heritage Drive, .8913 acres – Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 E. Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; 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.

- B. Ordinance No. T2020-26: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VII" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

12. Communications from the Mayor and Councilmembers

13. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving an interlocal agreement between the City of Friendswood and the Friendswood Independent School District for school resource officers and an agreement for school zone coverage
- B. Accepting the April 2020 Property Tax Report
- C. Approving the minutes of the May 4, 2020, Council Meeting

14. CLOSED EXECUTIVE SESSION

- A. Communications from the Public regarding Executive Session topics.
- B. Council may convene 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 with possible discussion and action related thereto in open session. (Evaluations of the City Manager and City Attorney)

15. RECONVENE INTO OPEN SESSION

- A. Consideration and possible action regarding the annual review of the City Manager.
- B. Consideration and possible action regarding the annual review of the City Attorney.

16. 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

DATE

AT TIME

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: June 1, 2020

Date submitted: 4/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Multi-Year Financial Plan Discussion

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff will present a summary of the Multi-Year Financial Plan (MYFP), which includes a review of critical assumptions and planning factors that forms the foundation for the upcoming budget. As this is the start of the budget process, staff is also seeking Council's input on key financial "drivers".

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The MYFP is a perpetual planning tool. Updating the plan annually ensures the critical assumptions and drivers are current, relevant and reflect current trends.

RECOMMENDATIONS

None at this time

ATTACHMENTS

1. Work Session - MYFP - 06.01.2020

City of Friendswood Multi-Year Financial Plan General & Debt Service Funds Fiscal Years 2021 – 2025

June 1, 2020



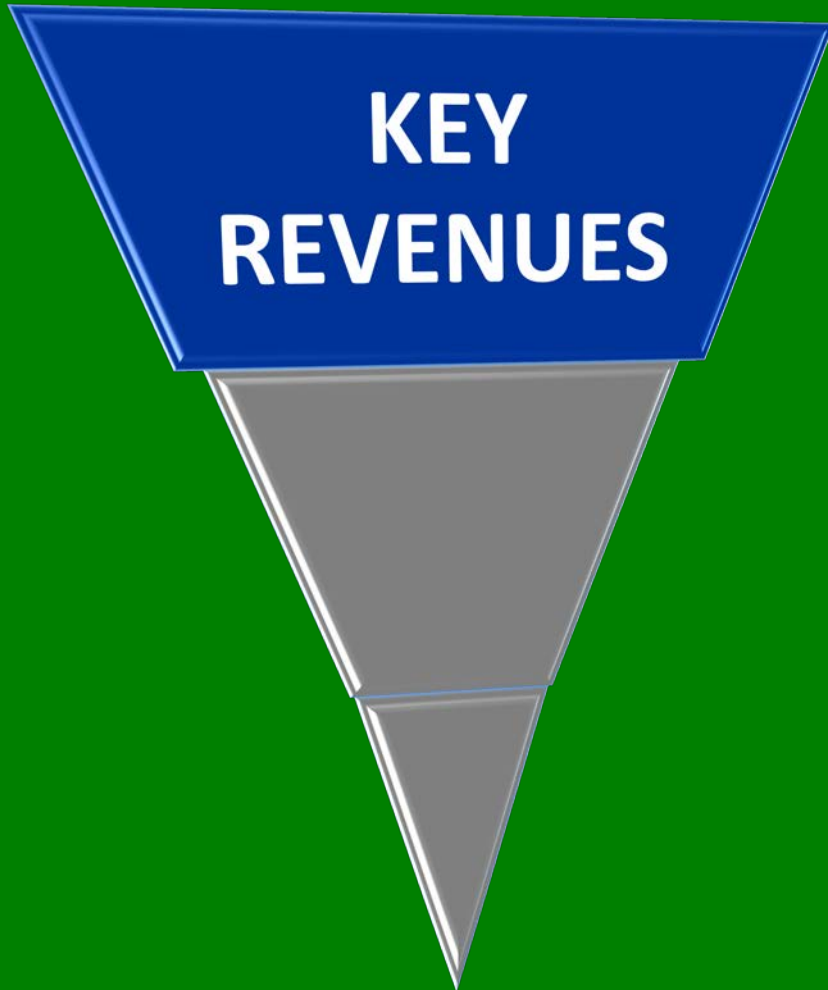
Work Session Objectives

- High level overview of the City's Multi-Year Financial Plan
- Planning for the General Fund and Debt Service Fund
- Outline critical assumptions and planning factors
- Generate dialogue and input for continuing existing service levels

Scope of Detail

- Revenue Projections
- Expenditure Projections
- Decision Package impacts carried out through the Plan
- Fiscal Year 21 Projected Operating Budget
- Fund Balance

Planning Assumptions



Property Values

Estimated 5% tax base growth in year 1
of the plan & 2% in years 2 - 5

Most other revenue sources

Increase by 2% per year

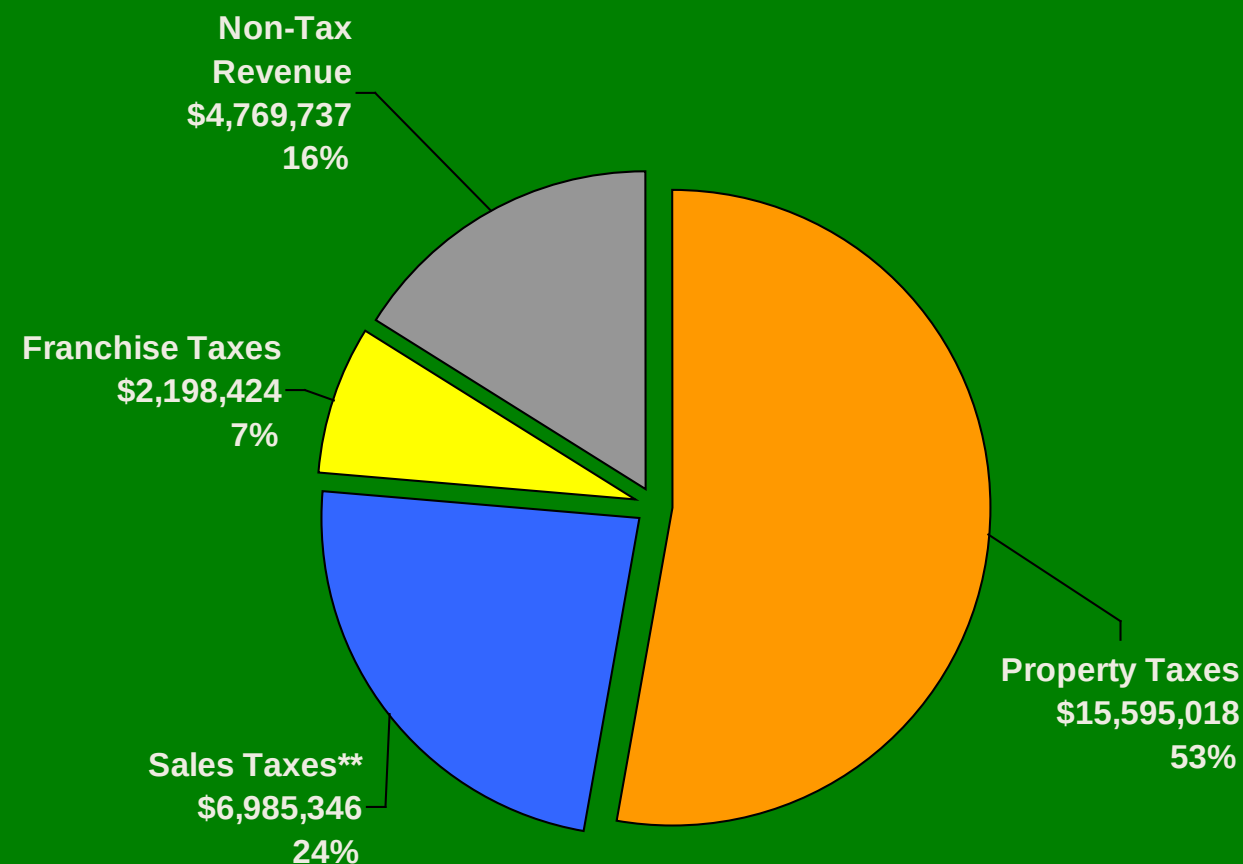
Revenue Planning Data

- Residential/Commercial Growth projected
- Current trends considered
- Tax base identified
- Fiscal policies
- Revenue forecasting
- Fee adjustments and/or new fees
- Alternative revenue options

Fiscal Year 21 Projected - No New Revenue Tax Rate (NNRR)

General Fund Revenue

\$29,548,525



** Sales tax revenue generated from the ½ cent sales tax approved by voters in 2016 for streets improvements and FDEDC is recorded and expended in funds separate from the General Fund.

Property Tax Revenue Components

- Gross Appraised Value approximates Market (10% increase cap)
- Taxable Value = Appraised Value LESS Exemptions & Freeze Ceilings
- Tax Levy = Taxable Value x Tax Rate
- Tax Revenue = Tax Levy x Collection Rate
- Tax rate includes debt service and operations & maintenance

Texas Senate Bill 2 Changes

- Terminology Changes

- Effective Tax Rate (ETR) -> No New Revenue Tax Rate (NNRR)
- Rollback Tax Rate -> Voter-approval Tax Rate (VATR)

- Revenue Cap

- VATR reduced from 8% to 3.5% - only applies to M&O portion of rate
- Automatic rollback election in November if adopting rate higher than VATR

- Tax Rate Adoption Deadline

- Adopting NNRR – at least 5 days after tax rate publication
- Adopting higher than NNRR; but lower than VATR –at least 5 days after tax rate publication (additional notice and 1 public hearing required)
- Adopting above VATR – 8/17/2020 (additional notice and 1 public hearing required)

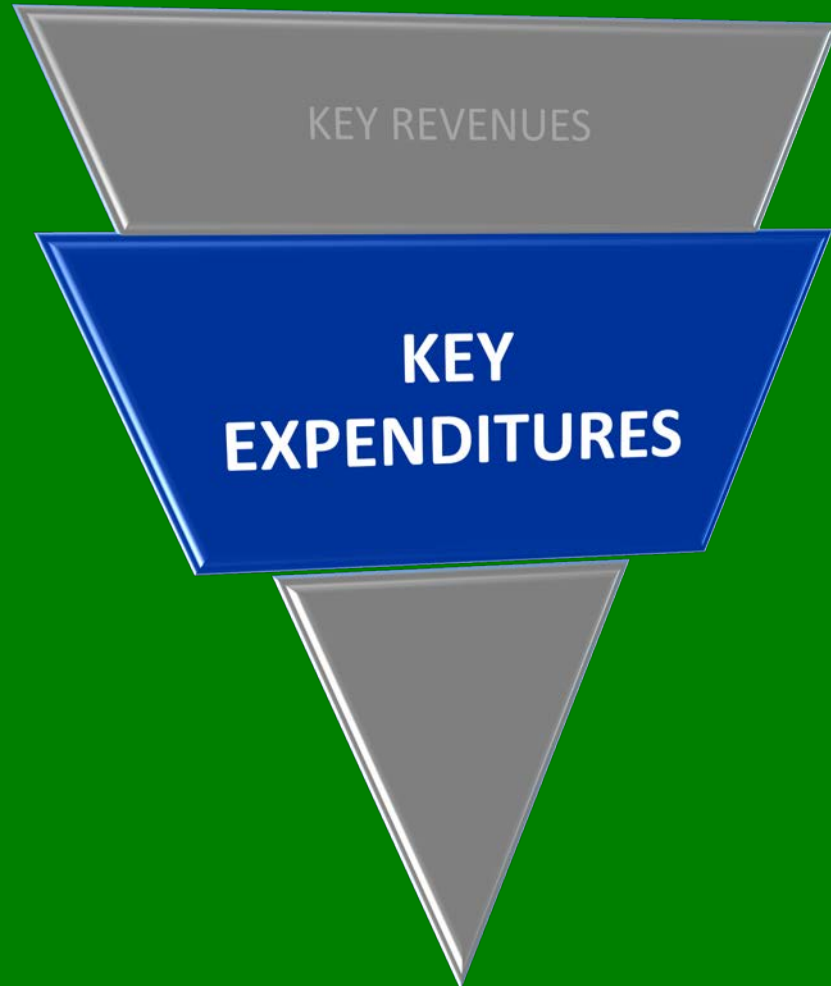
- Unused Increment Rate

- Adopting rate less than VATR, difference can be used next year (3-year carry over)
- Begins w/ Tax Year 2020

Tax Rate Drivers

- Property tax revenue in the plan is based on the NNRR
 - The NNRR generates approximately the same revenue for the same properties
- Revenue growth from revaluations and new construction
- Flat tax rate and Voter Approval Tax Rate options
- Need for tax rate increase due to:
 - General Obligation bond issuance(s) - \$0.01 (\$384K) from M&O to I&S
 - Impact of FY20 protest & freeze ceiling property value - \$0.0135 (\$520K) on M&O

Planning Assumptions



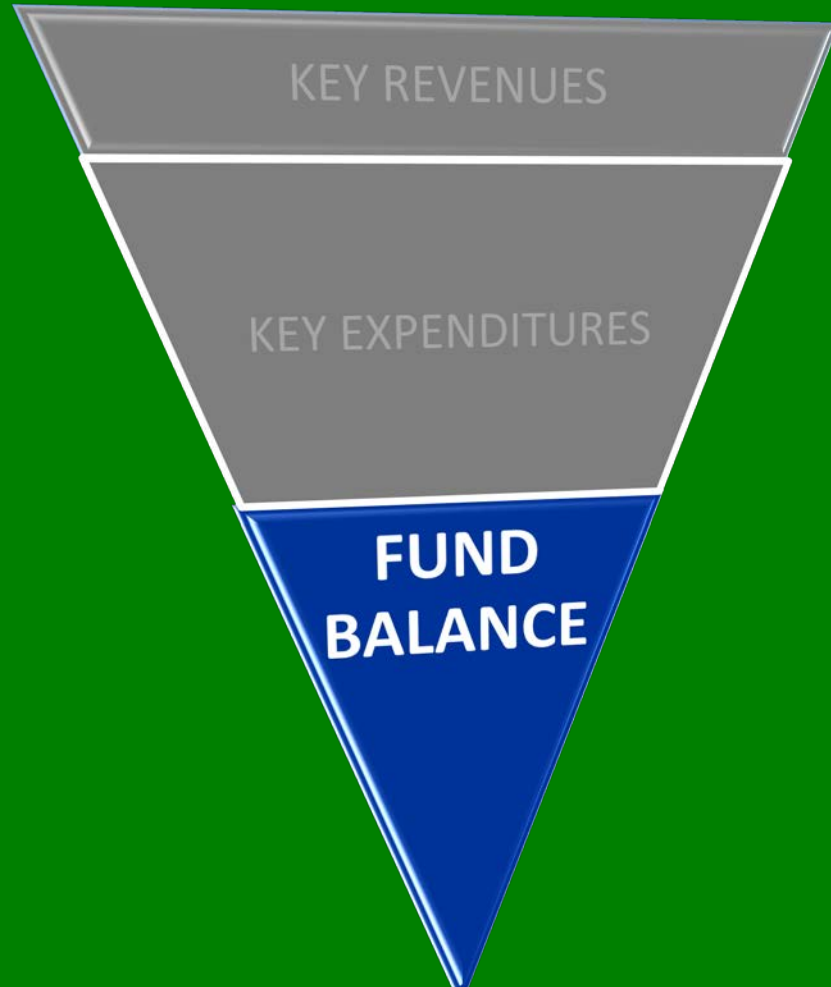
Existing Personnel

**3% increase each year for wages and
benefits**

Non-Personnel

**2% increase year over year (based
on 5 year historical avg.)**

Planning Assumptions

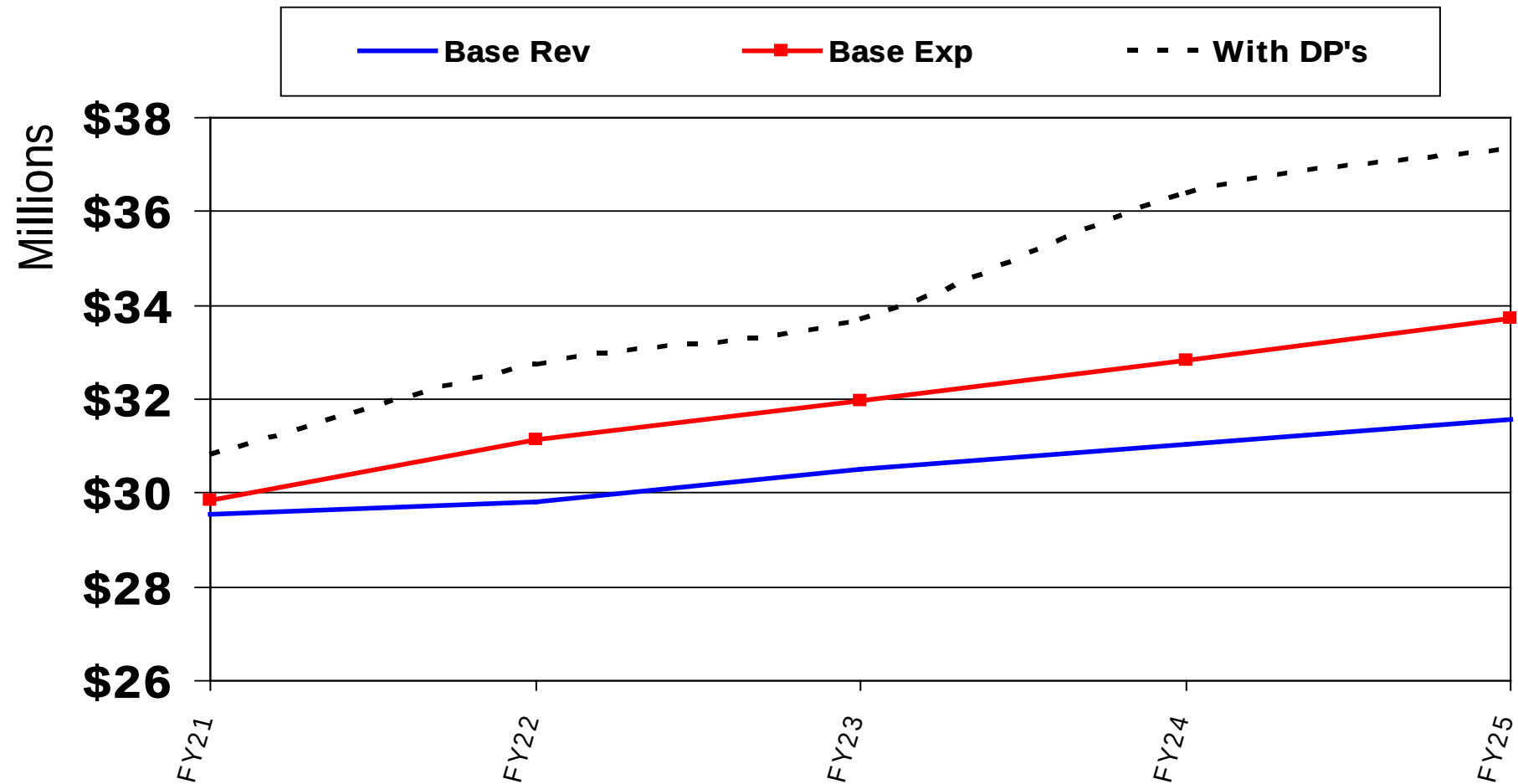


Target of 90 Days Operating Reserves

Undesignated Fund Balance Uses

- **Emergencies**
- **One-time expenditures without operating cost increase**
- **Major capital purchases**
- **Start-up expenditures for new programs**

General Fund Baseline *Revenues & Expenditures* (NNRR)

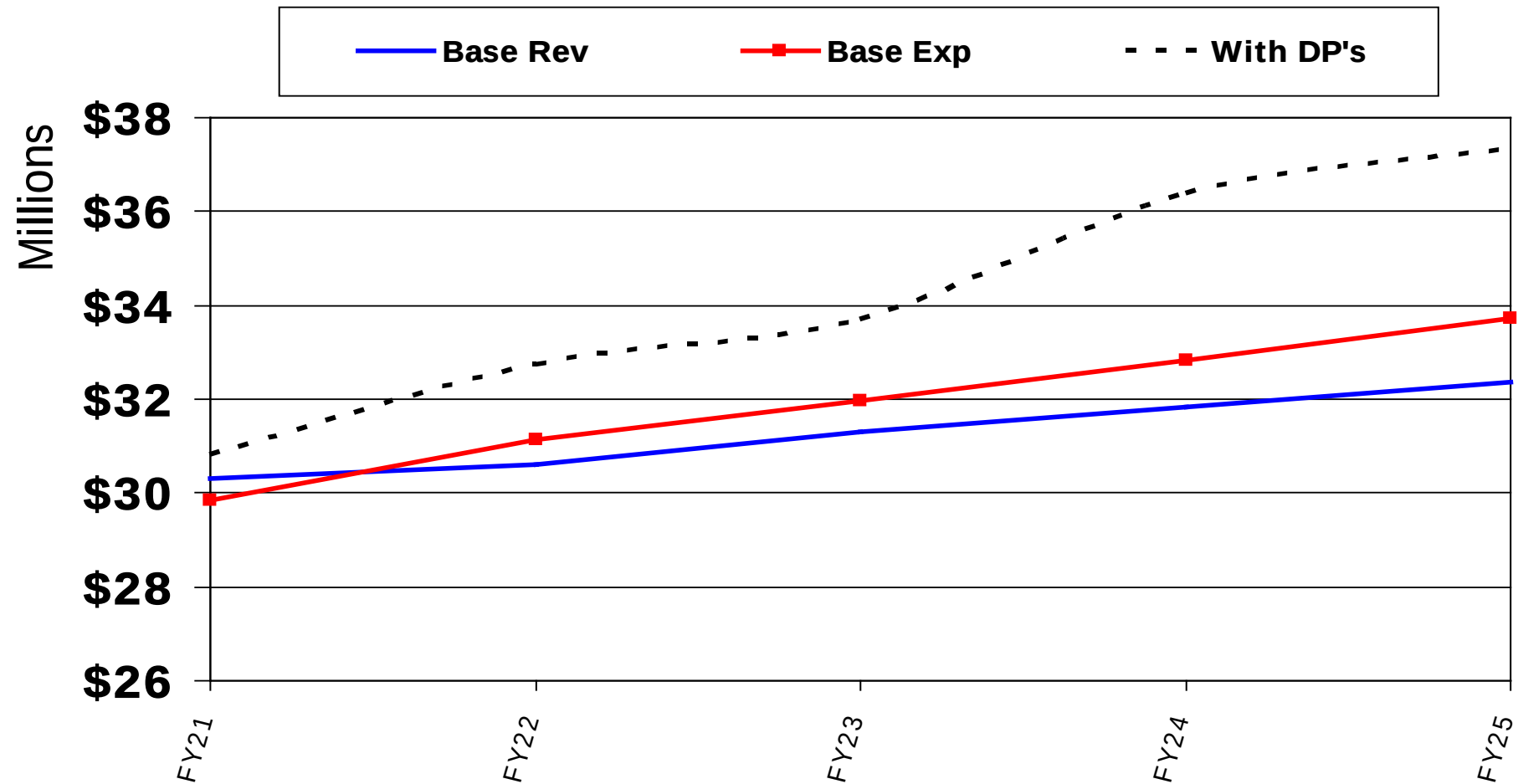


\$500K for streets improvements to be funded in FY21 from PY unexpended appropriations & included as ongoing funding of \$500K in the General Fund.
Additional sales tax adopted in 2016 proposed to fund streets improvements.

General Fund

Baseline *Revenues & Expenditures*

(flat tax rate)

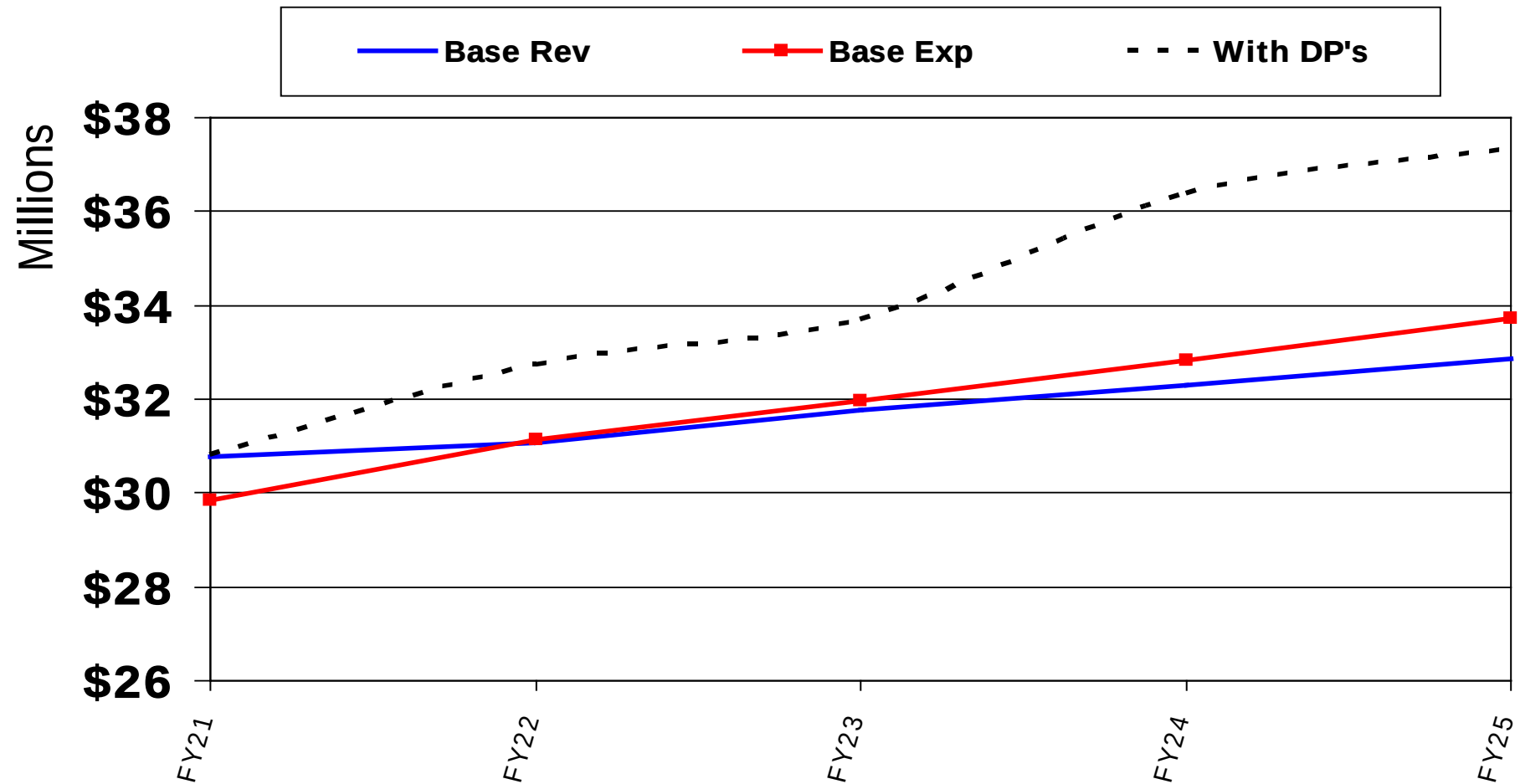


\$500K for streets improvements to be funded in FY21 from PY unexpended appropriations & included as ongoing funding of \$500K in the General Fund.
Additional sales tax adopted in 2016 proposed to fund streets improvements.

General Fund

Baseline *Revenues & Expenditures*

(VATR)



\$500K for streets improvements to be funded in FY21 from PY unexpended appropriations & included as ongoing funding of \$500K in the General Fund.
Additional sales tax adopted in 2016 proposed to fund streets improvements.

Multi-Year Financial Plan Summary

- 90 day operating reserve maintained
 - NNRR – through FY24
 - FLAT tax rate – through FY25
 - VATR – through FY25
- No Decision Packages are funded in the 5-year planning window with current projections and assumptions

Council's Role

- Guidance on tax rate
- Input on existing and alternative revenues
- Programmatic changes
- Participation in budget development

QUESTIONS?



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 1, 2020

Date submitted: 4/14/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Drainage Update

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Presentation to be provided at Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. June 2020 Drainage Update

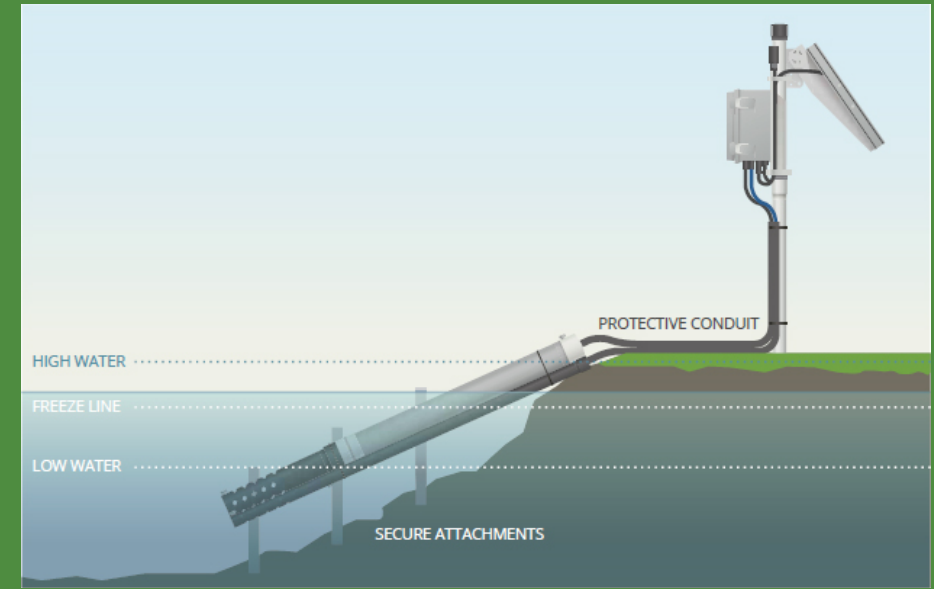
CITY OF FRIENDSWOOD

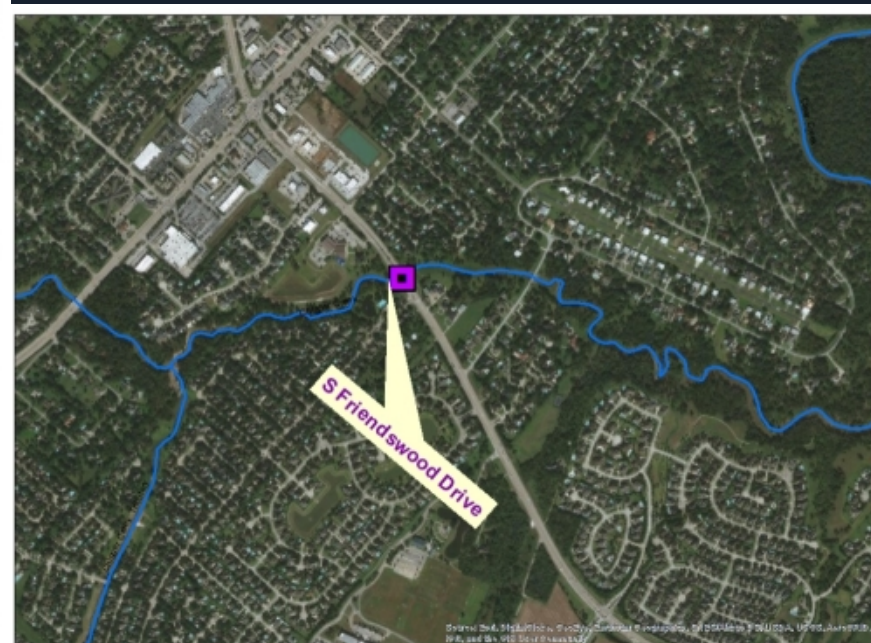
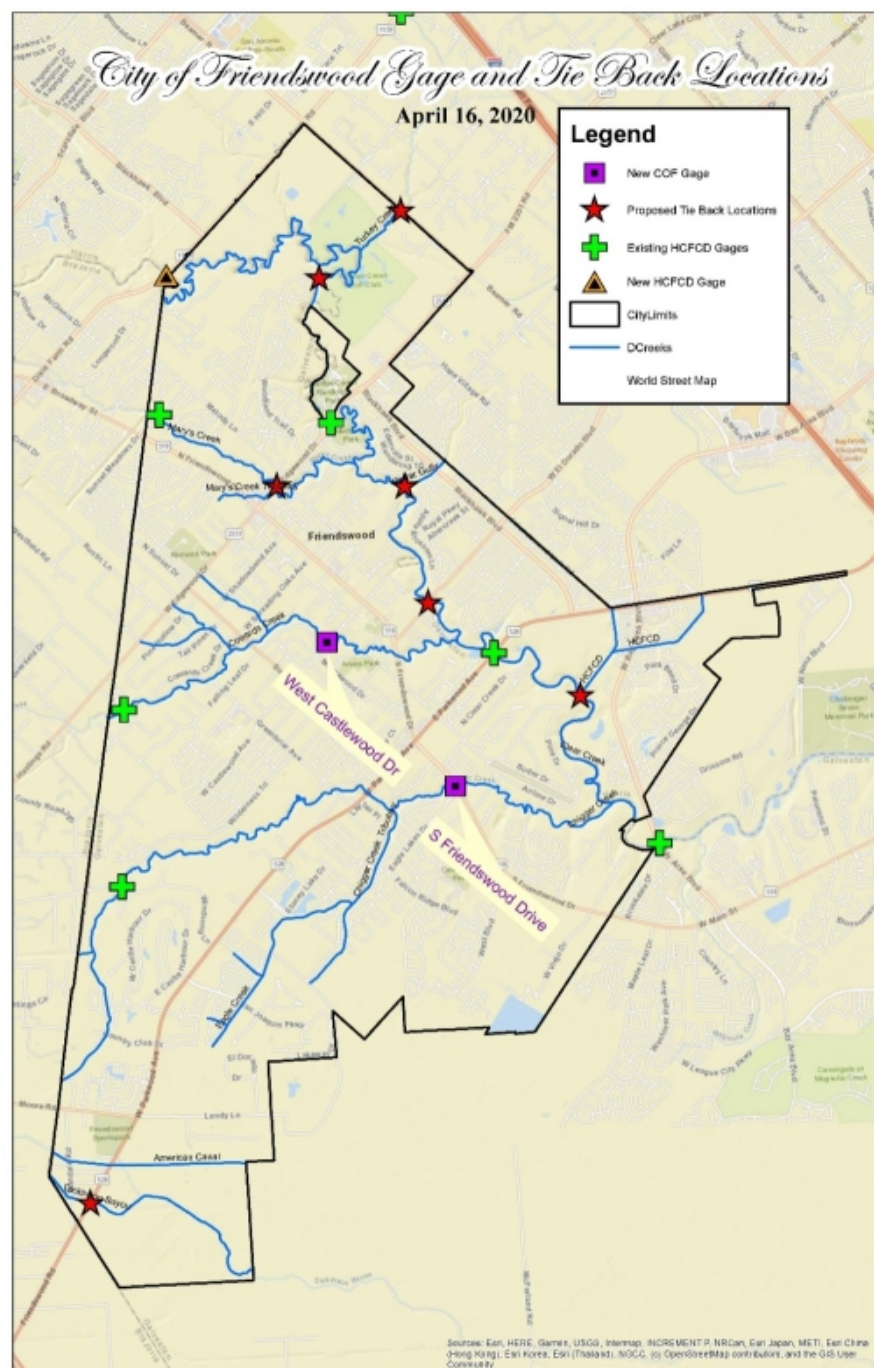
Drainage Update

Samantha Haritos – Deputy Director of Engineering



STREAM GAGES





Gages

Harris County Flood Control District (HCFCD) – New gage at Dixie Farm and Clear Creek

Interlocal Agreement on Agenda – 2 stream gages and 1 weather gage

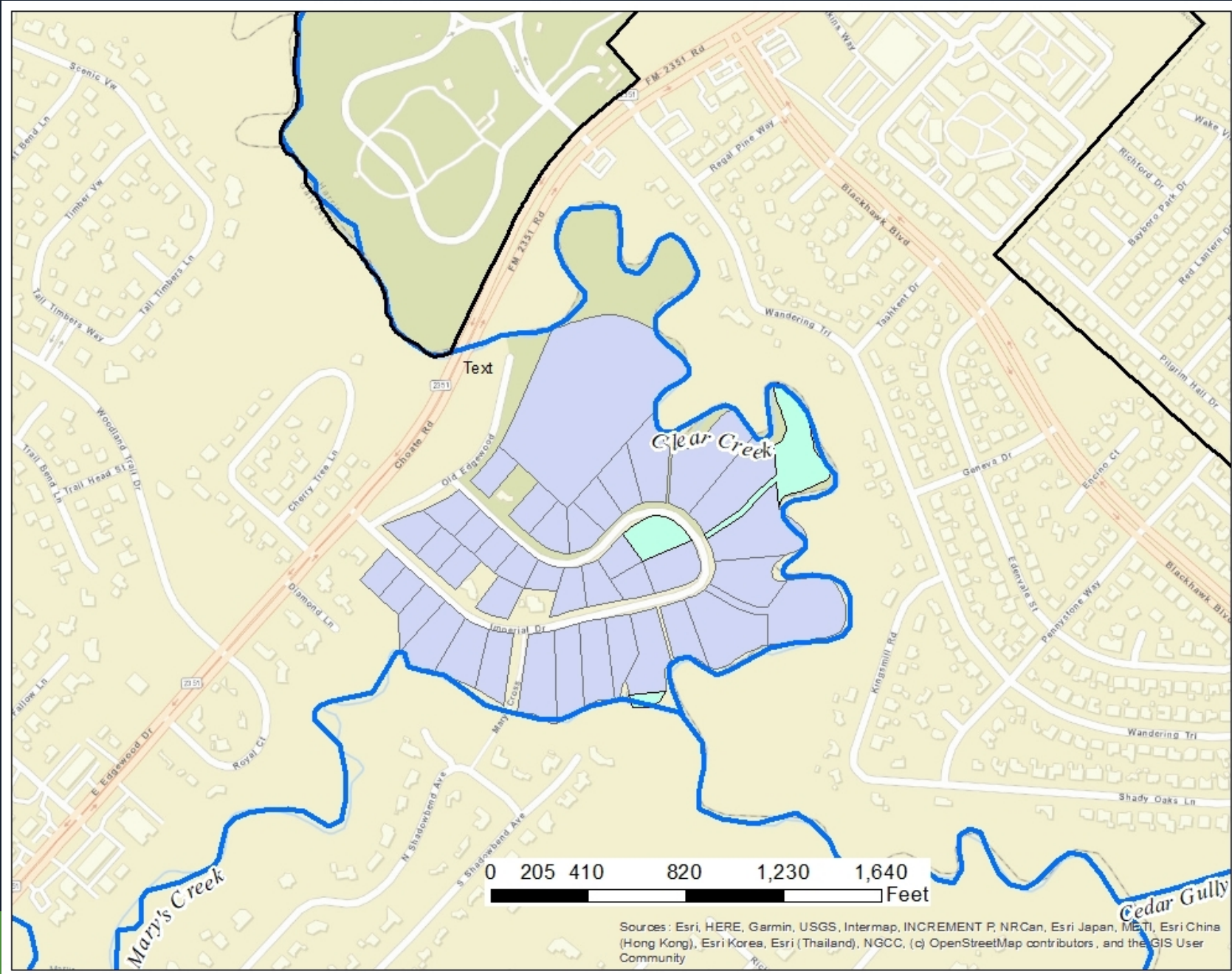
6 Existing Stream Gages + 3 New Stream Gages = 9 Stream Gages

7 tie back locations



IMPERIAL ESTATES





Imperial Estates

Construction at 40% - 45%

Calculated Size is 1100 Ac-Ft (47,916,000 Ft³)

Quarter (0.25) Foot Reduction in Water Surface Elevation (WSE) along Clear Creek

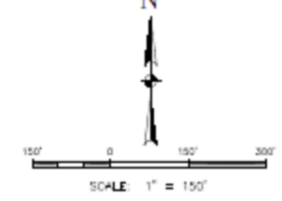
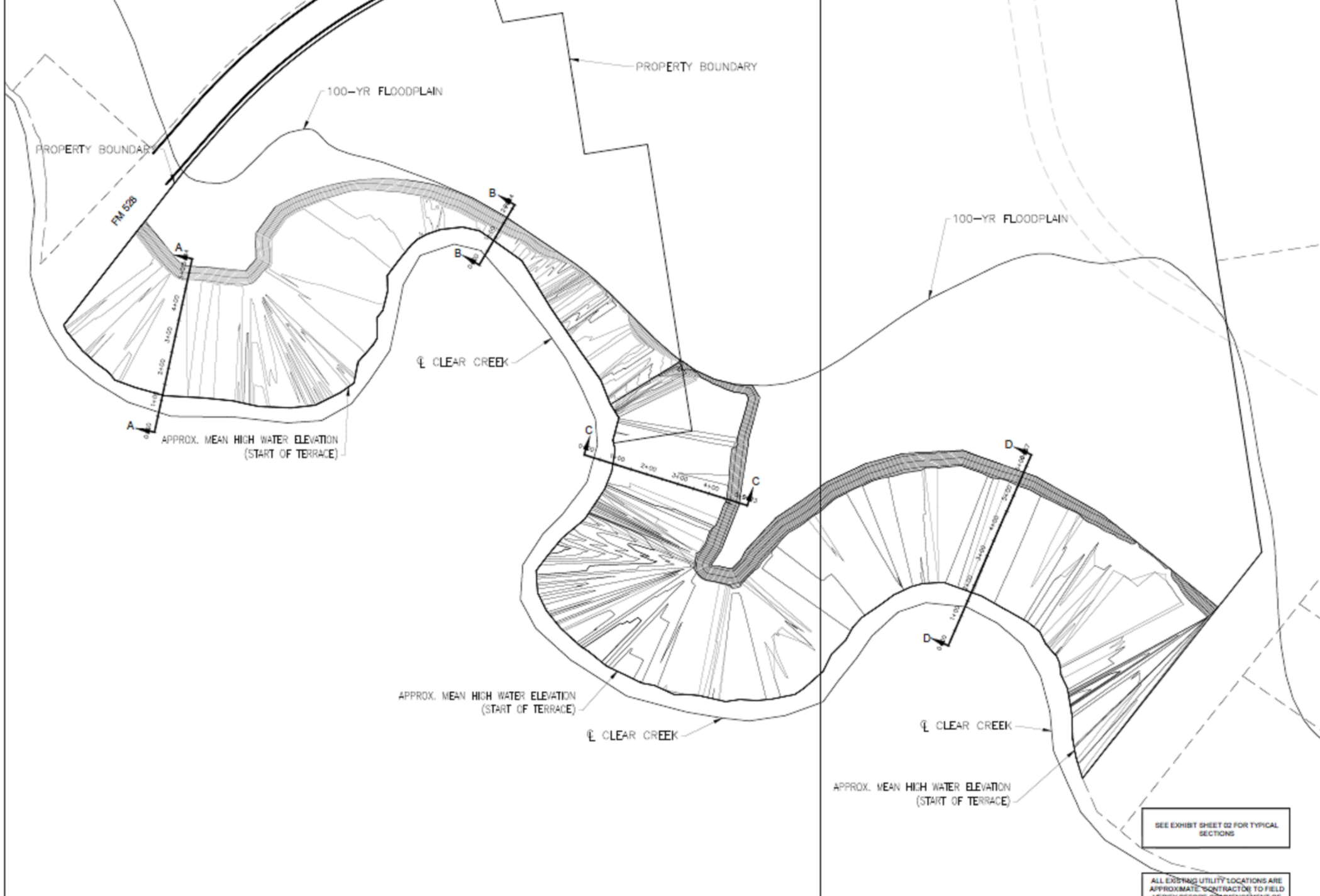
Future Mitigation will be required for modest (hundredths of a foot) impacts downstream



WHITCOMB PROPERTY



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DANNENBAUM ENGINEERING CORPORATION T.S.P.E. FIRM REGISTRATION #392 3100 WEST ALABAMA, HOUSTON, TX 77060 (713) 520-8670					
(CALISTO COUNTY) WHITCOMB TERRACE CITY OF FRIEDSWOOD, TEXAS					
TERRACE PRELIMINARY LAYOUT EXHIBIT PLAN					

SEE EXHIBIT SHEET 02 FOR TYPICAL SECTIONS

ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY BEFORE COMMENCEMENT OF CONSTRUCTION.

Whitcomb Property

400 feet wide terracing; 2500 feet length

Initial Results – **Half (0.5) foot reduction** in water surface elevation (WSE)

Minimal impacts downstream may potentially require mitigation

Terracing Project will be a Community Block Development Grant Mitigation (CDBG-MIT) Application



COMMUNITY BLOCK DEVELOPMENT GRANTS – DISASTER RECOVERY (CDBG-DR)



Forest Bend Offline Detention (APPROVED)

Acceptance Letter from Harris County – *December 17, 2019*

Project Description (Engineering, Environmental, Construction)

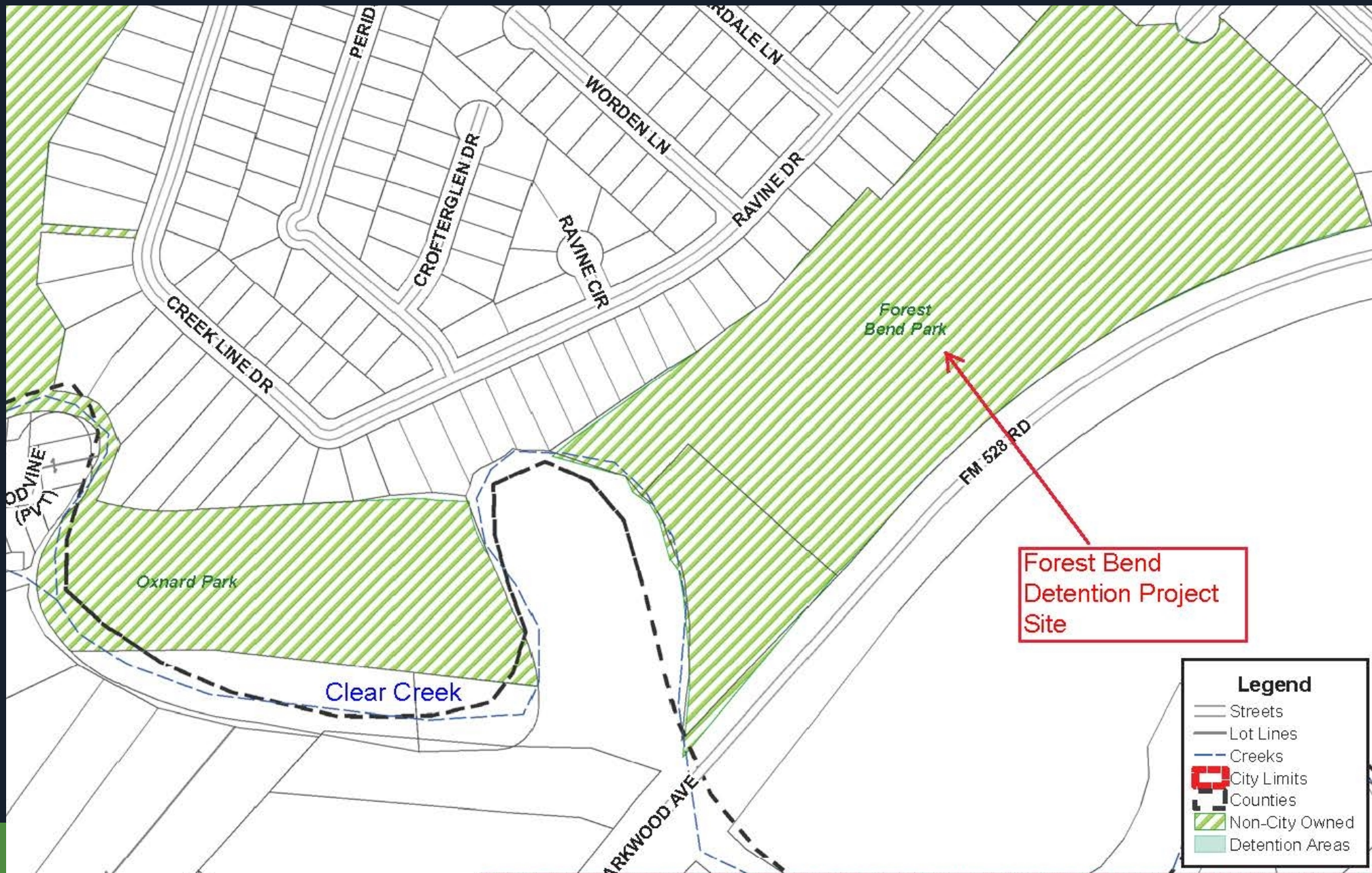
- Forest Bend Homeowner Association donating land (19.26 Acres)
- Design and construct offline detention (70 + Ac-Ft)
- Design and construct trails and lighting

CDBG-DR Grant: \$3,451,022

City Contribution: \$25,000 (Included in Grant Total)

Timeline: 2 years from Contract Award





Frenchman's Creek Property Acquisition (PENDING)

Project Description (Acquisition, Demolition)

- Acquire 2 structures (8 townhomes)
- Demolition
- *Project contingent upon terracing or park project

CDBG-DR Grant: \$1,000,000

City Contribution: \$0 (City would make up any difference)

Timeline: 2 years from Contract Award
(Concurrent with terracing or park project)





Deepwood Property Acquisition (PENDING)

Project Description (Acquisition, Demolition)

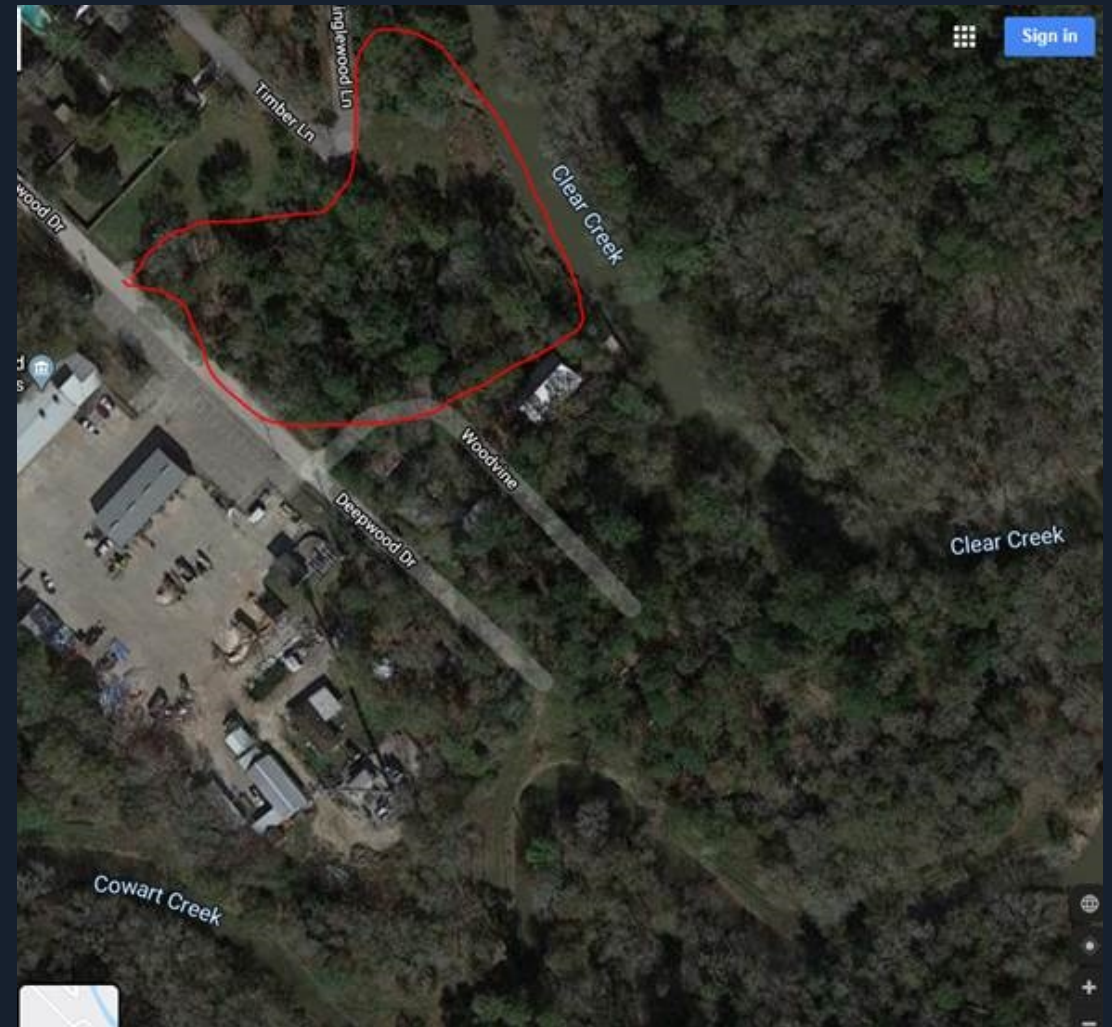
- Acquire seventeen (17) parcels
- Demolish eleven (11) structures

CDBG-DR Grant: \$887,345.50

City Contribution: \$0 (City would make up any difference)

Timeline: 2 years from Contract Award (Concurrent with Deepwood Terracing CDBG-DR Project)





Deepwood Terracing Project (PENDING)

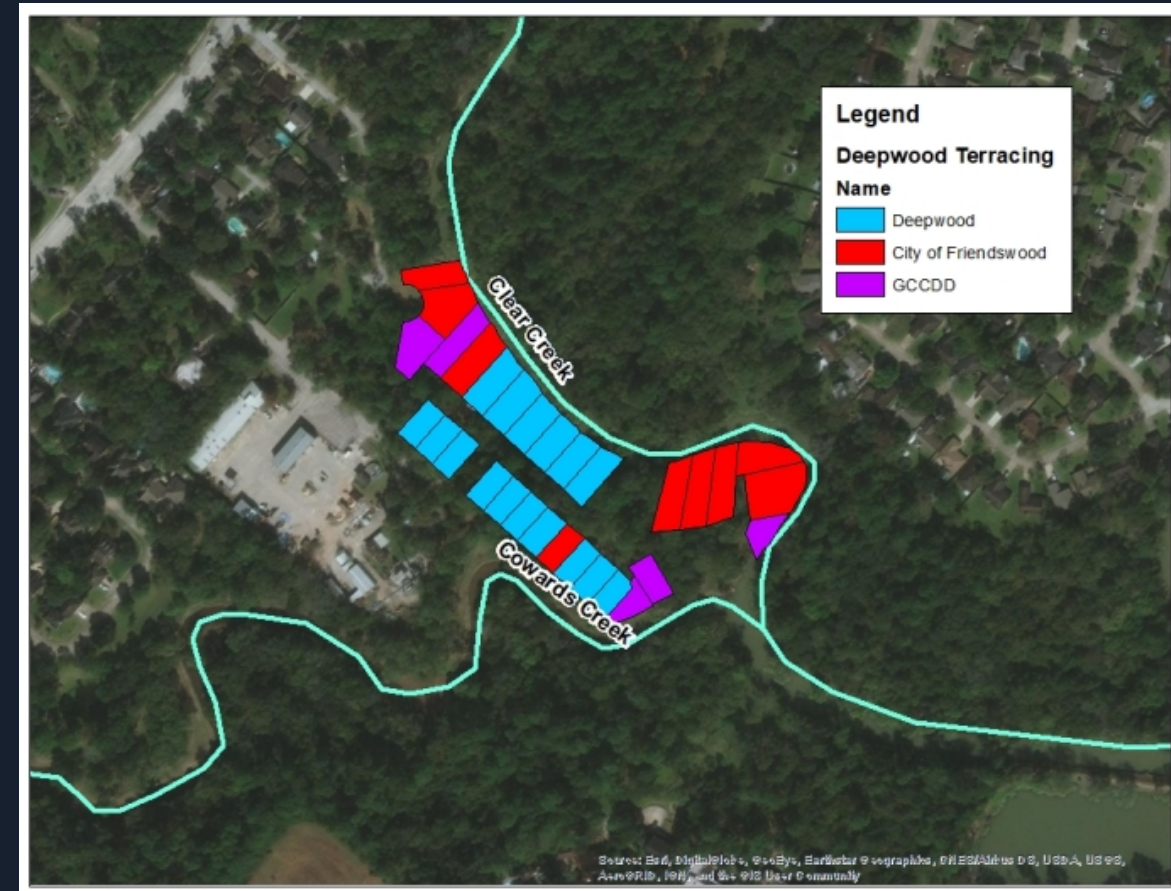
Project Description (Engineering, Environmental, Construction)

- Clear and de grub
- Terrace
- Mitigation for downstream impacts if needed

CDBG-DR Grant: \$1,572,797

City Contribution: \$0 (City would make up any difference)

Timeline: 2 years from Contract Award
(Concurrent with Deepwood Acquisition
CDBG-DR Project)



Pipe Rack Relocation Along Clear Creek (PENDING)

Project Description (Engineering, Environmental, Construction)

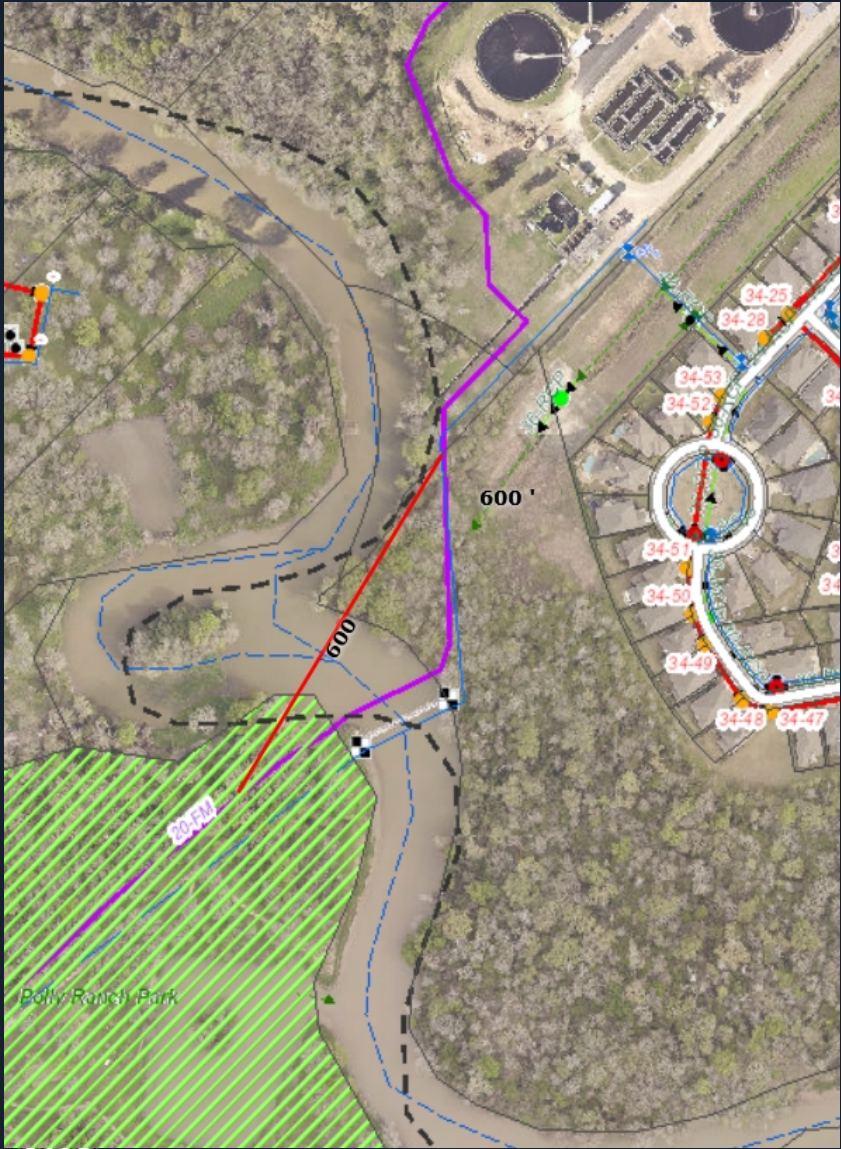
- Purchase easements
- Relocate 8" water line , 20" force main, older 18" force main line under Clear Creek via directional drilling
- Demolish overhead pipe rack
- Hydro mulch surrounding area.

CDBG-DR Grant: \$1,118,720

City Contribution: \$0 (City would make up any difference)

Timeline: 2 years from Contract Award

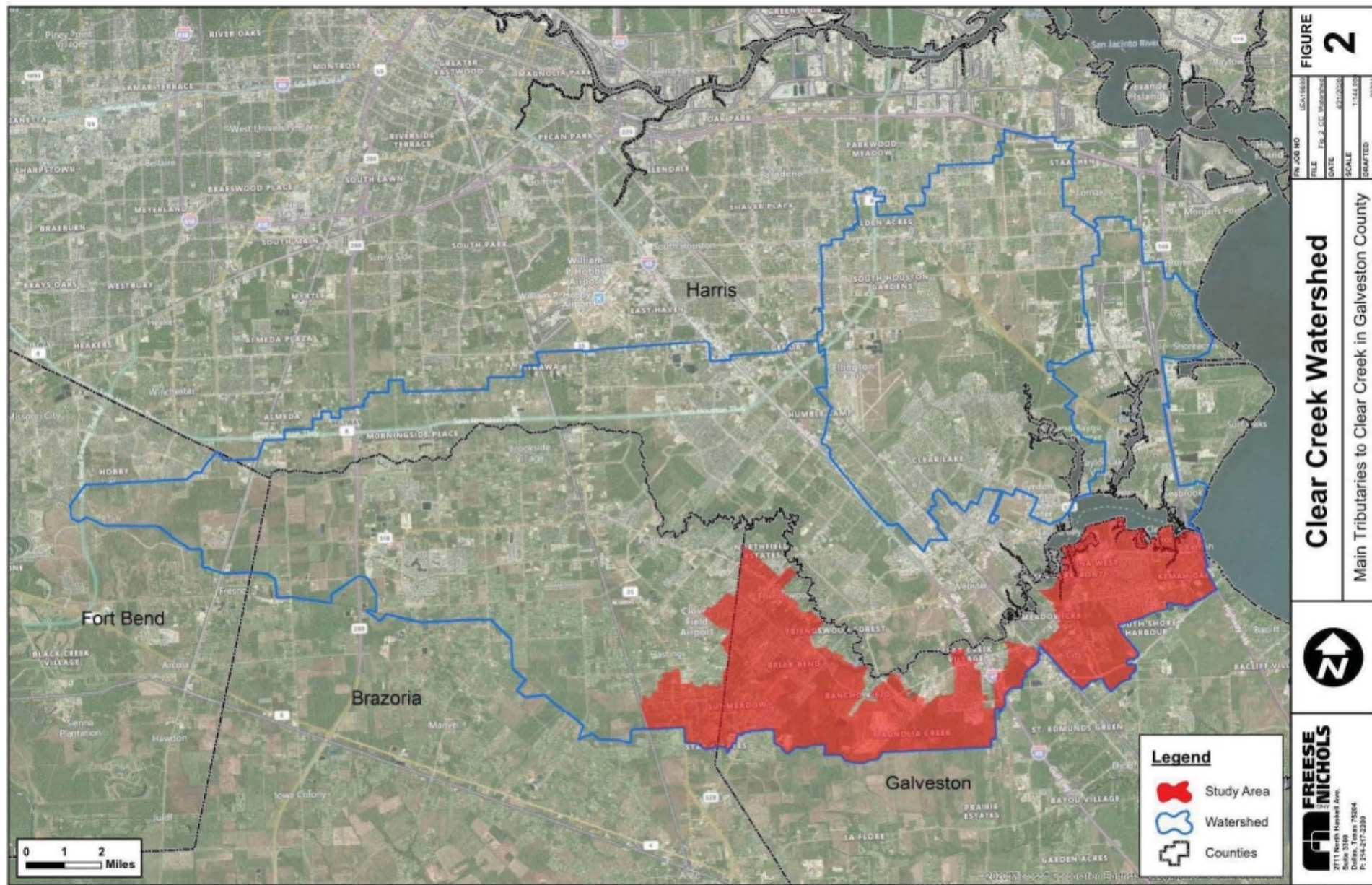






Lower Clear Creek Study





Lower Clear Creek Study - Update

Meetings:

- Emails/Phone Calls with Freese & Nichols and RPS Group
- Public Meeting: *March 4th* (Friendswood – 79 Attendees!)
- Meeting with COF, GCCDD and Freese & Nichols: *March 17th*
- Stakeholder Meeting: *May 6th*
- Project Concepts Meeting: *May 28th*

Study Completion - February 2021

May become a Federal Study with Local Partner Cost Share



COMMUNITY BLOCK DEVELOPMENT GRANTS - MITIGATION (CBDG-MIT)



CDBG-MIT Grants (DUE FALL 2020)

Mitigation Action Plan approved March 31, 2020

City of Friendswood has up to 9 applications

Minimum Funding - \$3 Million / Maximum Funding - \$100 Million

Scoring Criteria to Qualify

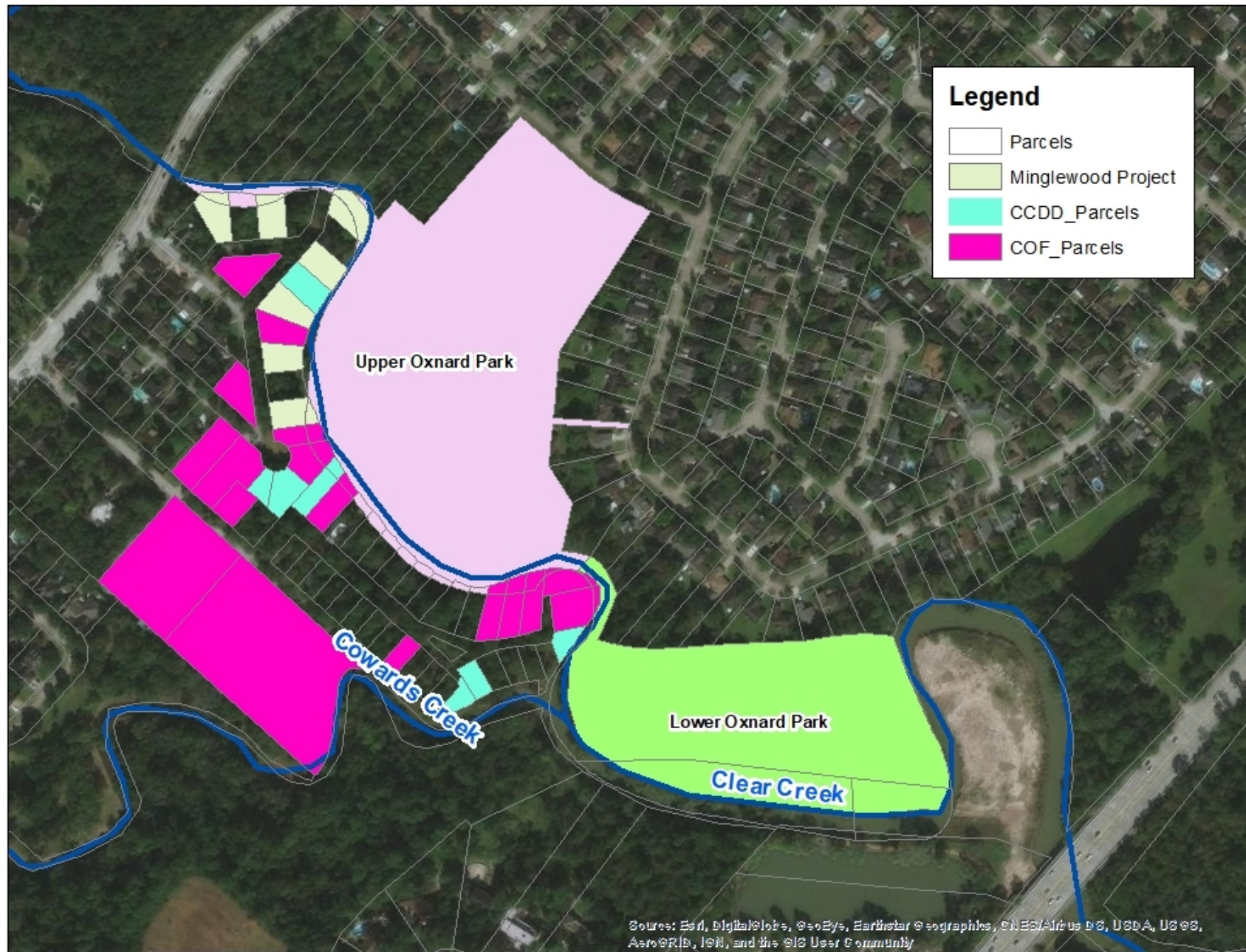
Low to Moderate Income accounts for 15 Points

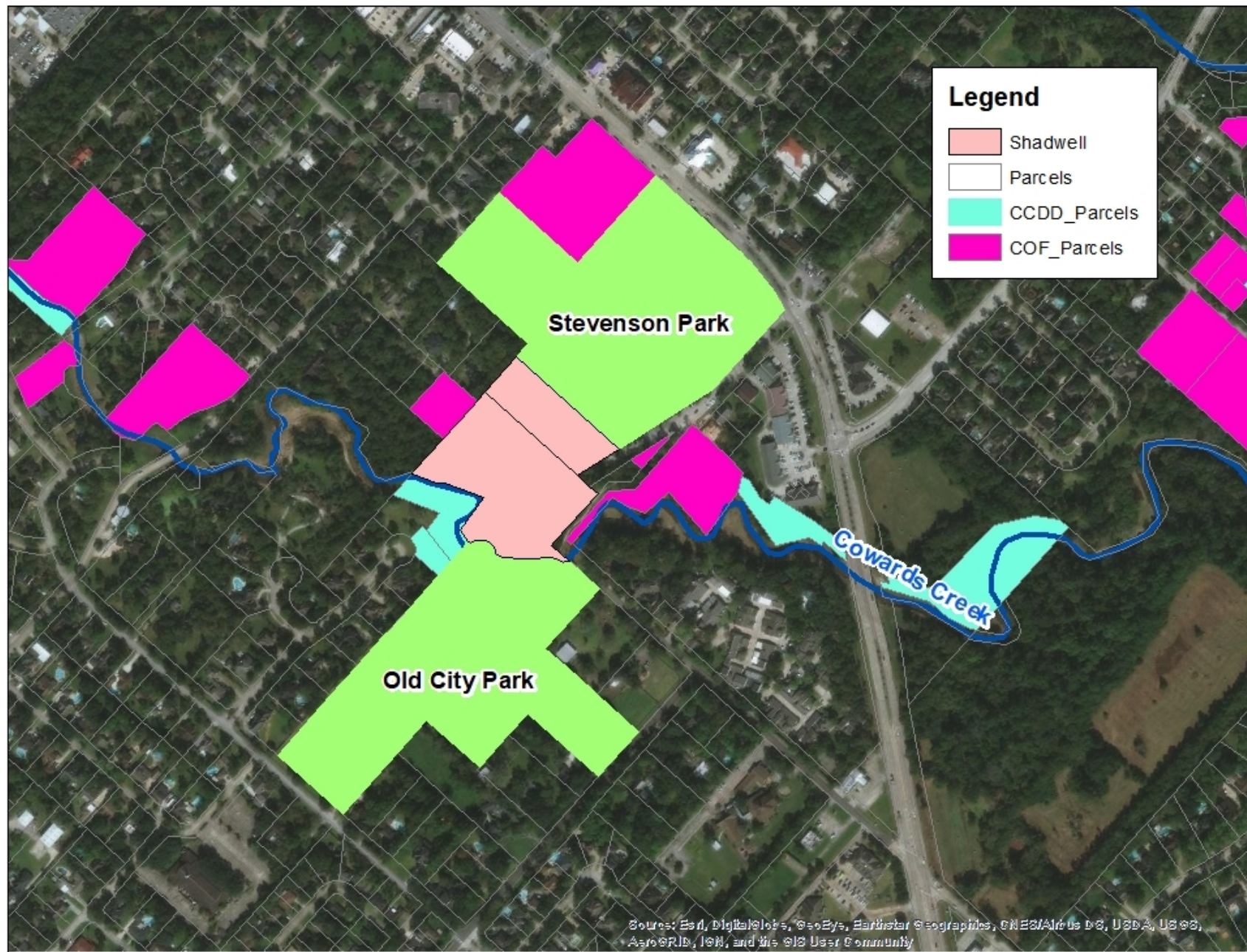
Management plan required for each application

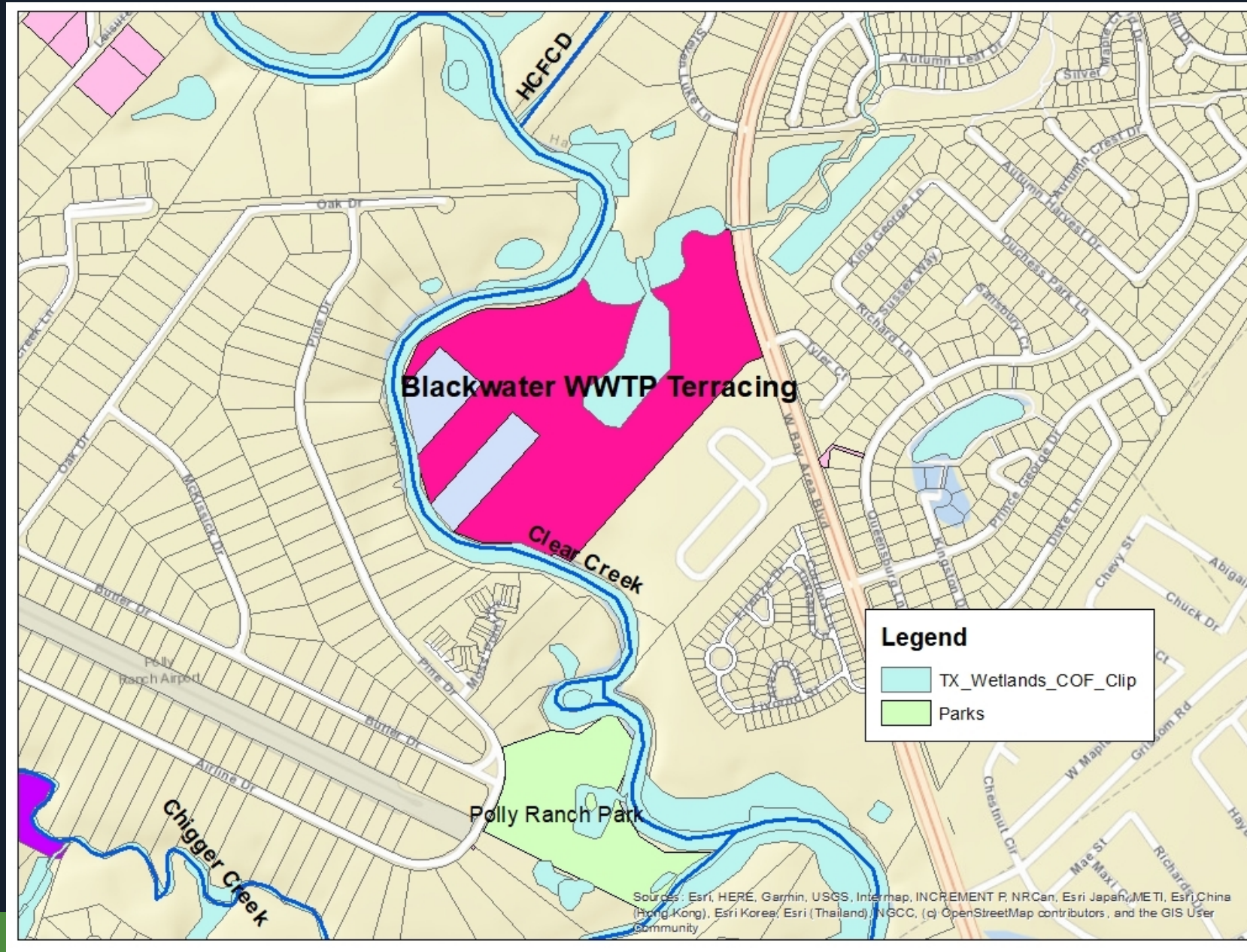
Online application system

<https://recovery.texas.gov/>









Questions?



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 1, 2020

Date submitted: 5/26/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Friendswood Lakes Boulevard Project

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As part of their 2017 Bond Program, Galveston County's engineer has completed the design for the extension of Friendswood Lakes Blvd (aka Friendswood Pkwy) from North Eagle Creek to the current terminus in West Ranch.

The project has been at 100% design for a number of months, but has yet to be advertised for bid due to drainage coordination and approval needed by a number of agencies; and also to account for the multiple developments immediately adjacent to the project.

Friendswood Lakes Blvd is set for bid advertisement and award this summer, with construction slated to start this fall.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

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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: June 1, 2020

Date submitted: 5/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Houston 100 Club Hero Award Recipient Lisa Camp

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Friendswood Volunteer Fire Department EMS Chief, Lisa Camp, received the Lifetime Achievement Award as part of this year's Houston 100 Club Hero Awards for Law Enforcement and Firefighters.

Her nomination stated, "Ms. Lisa Camp should be recognized due to her support of the citizens of Friendswood, the State of Texas, and the Country through her leadership in quality pre-hospital patient care and community-wide emergency response." "She has been at the forefront in the areas of patient care, public access, medical control, disaster preparedness, public education, and training."

We appreciate all that she has brought to our city and residents. She is a an amazing asset to the FVFD organization and congratulate her on this honor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 1, 2020

Date submitted: 4/16/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Waste Connections Awards High School Scholarships

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Lauren In is the recipient of the scholarship for Clear Brook High School. She will be attending the University of Texas San Antonio and majoring in Marketing.

Faith Perry is the recipient of the scholarship for Friendswood High School. She will be attending Trinity University majoring in Neuroscience.

Kaylan Do is the recipient of the scholarship for Clear Springs High School. She will be attending Texas A&M University and majoring in Biochemistry.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 1, 2020

Date submitted: 4/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Hurricane Harvey Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Hazard Mitigation Grant Program - Buyouts/Acquisitions

- 24 properties included in the initial application
- 3 properties have closed
- 7 properties are under negotiations and were sent final offer letters
- 14 properties declined offers
- RFP for demolition and removal services on the June agenda

Texas Water Development Board - Flood Mitigation Assistance Grant

- 4 properties included in the initial application
- 2 properties closed/soon to be closed upon
- 1 property under negotiation
- 1 property declined offer
- RFP for demolition and removal services on the June agenda

CDBG-Disaster Recovery (Harris County)

- Kick-off meeting with Harris County held for the Blackhawk Facility (old Food Lion)
- Finalized contract for the Forest Bend Detention Project

CDBG-Disaster Recovery (Galveston County)

- Working with the GLO to finalize program contract for: (1) Frenchman's Creek and Deepwood acquisitions; and (2) Deepwood and Utility Line Crossing flood mitigation projects
- Separate funding - - Interlocal Agreement with GCCDD on the June agenda to acquire 9 properties along Clear Creek

FEMA Disaster Assistance

- In the final review for the Deepwood/Shadwell damage costing/project efforts.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 1, 2020

Date submitted: 4/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Coronavirus Disease 2019 (COVID-19) Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As a result of the Coronavirus, staff has implemented and continues to follow our *Continuity of Operations* and *Pandemic Plans*:

- Monitoring the pandemic;
- Cancelled some public gatherings and events;
- Working on alternative services for Concerts in the Park/Movies in the Park
- Disinfecting workspaces and vehicles;
- Ramped up communications, both internally and externally, of CDC advisories, and;
- Reopened almost all City facilities to the public with safety measures in place
- Evaluating modifications to the 4th of July celebration
- Pursuing Coronavirus Relief Funding via the CARES Act

A Public Health Event Declaration has been made in accordance with the *Pandemic Plan*.

Elections

The Street Maintenance Reauthorization Sales Tax measure has been moved to November. Staff is working with our State legislators about changes to the code to allow for Friendswood to fall into the 8 or 10 year cycle for Street Maintenance Sales Tax periods.

Library to house the County Primary Runoff Election in July

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 1, 2020

Date submitted: 4/9/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual Report from Library Board Chair Diane Freeman

Originating Department: Library

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Library Board annual report by Board Chair, Diane Freeman.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Library Board Report 2020

CITY OF FRIENDSWOOD

Annual Library Board Report

By Board Chair, Diane Freeman



Library Attendance

- **188,806** visiting patrons
 - 1.4% increase from previous fiscal year
 - 630 Daily visitors



Circulation

- **2,382** new library cards were issued to patrons
- **348,875** total items were checked out
- **8,328** new items were added to the collection



Study Room & Meeting Room Use

- Our meeting and study rooms were scheduled for use over **3,000** times by library patrons.



- Over **84,080** sessions were scheduled by patrons using the library's public internet stations.



Reference

- Library personnel responded to **41,544** reference questions.



Programming

- **The library hosted a total of over 1,170 programs (adult & children)**
 - Attendance exceeded 40,500 people
 - Zaki Con in January (900 people attended)
- Programming included:
 - Story times, author visits, yoga, meditation, drum circles, workshops, movie nights, book clubs, poetry readings (including the Ekphrastic Poetry Contest), musicians, classes, and more.



Book Sales & Book Nooks

- The library raised **\$9,688** from the sale of books at our two annual Book Sales and from the on-going children and adult Book Nook sales.
 - This amount reflects a 30% increase from FY18.



Texas Highways Magazine

- **A write-up about the Friendswood Library was included in the September 2019 Texas Highways magazine, describing the library's diverse levels of support, challenges and provisions of services needed for serving a community such as ours.**

Examples of new resources obtained/implemented are 2 wireless virtual reality headsets, anatomy body parts, room booking system, and a 4KHD projector.



TMLDA Achievement of Library Excellence Award

- For the sixth consecutive year, the Friendswood Library qualified for the Texas Municipal Library Director's Association (TMLDA) Achievement of Library Excellence Award by demonstrating excellence in 10 service categories.



Key Events of FY2019

- The library hosted “May the 4th Be With You: A Star Wars Celebration”
 - Attended by over 600 people



Attendees watched movies and participated in character photo ops and a virtual reality experience.

Key Events of FY2019

- **Apollo 11 50th Anniversary panel discussions**
 - A 4-week event where local former NASA Engineers and Astronauts presented their experiences with the Apollo 11 Mission.
 - 710 people attended these discussions.



Key Events of FY2019

- **A first time event: “Speakeasy, Read Softly Gala” hosted by the Friends of the Library**
 - The library was transformed into a roaring 1920’s underground “speakeasy” with attendees dressing according to the 20’s theme.
 - Musical performers were headlined.
 - A silent auction took place with items donated by local businesses and individuals.
 - Appropriately themed food and beverages were provided.
 - Over \$5,000 resulted from the auction which was subsequently used for the purchase of new Reference and Children’s area shelving.



Key Events of FY2019

- The Friendswood community has participated in several opportunities to attend events acknowledging local dignitaries/institutions such as the naming and dedication of the library conference rooms:
 - The “Joycina Day Baker Conference Room” in her honor and a library room dedicated in honor of the “Friendswood Rotary Club”.



Thank You to the Friends of the Library

- **The Friends of the Library provided funding for:**
 - Additional programs and activities
 - Staff attendance to the Texas Library Association Conference
 - The purchase of library equipment
 - Giveaways during National Library Week
- **The Friends support also provided:**
 - The setup for the book sales
 - The very successful Speakeasy Gala



The Executive Board of the Friends

- **President:** Madeline Short
- **Vice President:** Jim Foreman
- **Secretary:** Tammy Zurawski
- **Treasurer:** Randy Waibel
- **Membership:** Mona Palmer
- **Book Sale & Book Nooks:** Diane Freeman



Recent Library News

- The library is seeing an average of 120 cars per day at the drive-through window where patrons have access to items they have placed on hold as well as returning items.
- Returned books are quarantined for 10 days before being checked in.
- Books are sanitized.
- Book bags are being filled with age-appropriate books for children to borrow.
- Staff members are coming up with new online social media content and classes:
 - Computer Coding, Spanish, Great Decisions Series, etc. through Zoom.
- Staff wear gloves and masks and are following social distancing procedures.



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: June 1, 2020

Date submitted: 3/31/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the disposition of RFP No. 2020-04 Demolition and Removal Services – Up to 13 Houses for the Hazard Mitigation Grant Program.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On July 2, 2018 Council approved submission of a Hazard Mitigation Grant Program (HMGP) Buyout and Elevation Application. The application, which was submitted to the Texas Division of Emergency Management (TDEM) is inclusive of 24 homes that were substantially damaged during Hurricane Harvey.

On July 8, 2019 the City received the award for the HMGP DR-4332-056, Acquisition and Demolition Project. The grant is for the acquisition and demolition of 24 homes for \$6,895,031. The Federal share is \$5,171,758 and the local share is \$1,723,758. Per the original agreement, the homeowners will cover the local share.

On September 9, 2019, the City awarded JSWA the contract for the HMGP management.

On April 29, 2020, the City published RFP 2020-04 Demolition and Removal Services for the HMGP - Up to 13 houses. Two sealed proposals were received from Crowder Gulf and Grant Mackay on May 15, 2020.

After review of the proposals the selection committee recommends awarding the contract for the HMGP demolition and removal to Crowder Gulf.

The demolition services cost is based on square footage of the home and can vary. Crowder Gulf proposed a cost per unit of \$44,543 using 2,000 square foot home for estimate.

Demolition expenditures are reimbursable through the HMGP funding.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Under the HMGP project, the City of Friendswood, Galveston/Harris County, will acquire and demolish up to 24 flood-prone properties. The acquired properties will be deed restricted to be used as open space in perpetuity.

RECOMMENDATIONS

Staff recommends Council to authorize the City Manager to execute a contract for Demolition and Removal Services for the HMGP to Crowder Gulf.

ATTACHMENTS

1. RFP 2020-04 Demolition & Removal Services Up to 13 Houses
2. RFP 2020-04 Demolition & Removal Services Up to 13 Evaluation Summary
3. Form 1295 2020-04

City of Friendswood, Texas

Request for Proposals



Demolition and Removal Services Up to 13 Houses
For the City of Friendswood for Disasters DR-4332-056
RFP 2020-04

SUBMIT PROPOSALS TO:

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

SUBMIT NO LATER THAN:

Friday, May 15, 2020
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2020-04

I. INVITATION

The City of Friendswood, Texas (the "City") invites the submittals of proposals ("Proposals") from qualified individuals or firms ("Respondent") interested in providing demolition and removal services relating to the impacts from Hurricane Harvey, DR-4332-056. Respondent is responsible for complying with any and all Federal Emergency Management Agency (FEMA) and other local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

The selected contractor will have a demonstrated record of work experience including, but not limited to, the following: demolition and removal services. Under this RFP, demolition and removal services include, but are not limited to: site demolition, asbestos and lead-based paint abatement, excavation and fill, erosion and sedimentation control, capping utilities, and removal services. These services should be bundled and all proposals should include a breakdown of each service per each property.

II. SUBMITTAL PROCESS

Please submit one (1) marked original and three (3) paper copies, along with one (1) electronic copy on CD or flash drive by RFP opening time of 2:00 PM on Friday, May 15, 2020. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the contractor in a contract. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Bids sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2020-04.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

III. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Proposal for RFP 2020-04 Demolition Services and Removal Up to 13 Houses

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one copy of the transmittal letter shall contain the original signature in ink, by a person having authority to bind the contractor in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization and staffing of your firm
2. Provide a list of all management, supervision, labor, and equipment necessary to provide demolition services and removal.
3. Identify the project manager and each foreman who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's demolition services experience in working with government agencies.
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each Texas project listed in III.C.1. For each, please provide:
 - a. Project name and location
 - b. Year completed
 - c. Short description and project
 - d. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project.
 - e. Names, addresses, and telephone numbers of clients.

D. Project Methodology

1. Provide a work plan that describes the firm's methodology, including a detailed project plan, based on prior experience with demolition services and removal.
2. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the city to determine compatibility of the approach to the city's overall goals.
3. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the city. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services (e.g. site demolition, asbestos and lead-based paint abatement, excavation and fill, erosion and sedimentation control, capping utilities, and removal services) and should include a breakdown of each service. See Pricing and Fees Form for details.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the city.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

IV. SCOPE OF WORK

The City requests proposals from interested and qualified contractors for the demolition services and removal on approximately thirteen (13) parcels located in Galveston and Harris Counties. The City reserves the right to add or subtract properties. The Contractor will supply all labor, materials, and supervision necessary, including moving equipment and vehicles, to perform the job in a reasonable time frame, once the proposal is approved by the City Council, as coordinated with City officials.

V. SPECIFICATIONS

The city requires the expertise of a contractor to assist with demolition services and removal of the structure, any outbuildings located on the property, basements, foundations, and site improvements, including but not limited to: retaining walls, paving, foundation, landscaping, concrete pads, sidewalk and driveways, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc.

A. Contractor shall provide all labor, material, equipment, and supervision to complete the work including, but not necessarily limited to the following:

1. Provide site utility investigation drawings to the City prior to commencing of work.
2. Provide layout as required for demolition operations.
3. Provide all special engineering, shoring, scaffolding and/or equipment required for demolition operations.
4. Protect all work which to remain.
5. Remove existing structures and slab to three (3) feet below grade.
6. Prior to structure demolition the contractor shall demolish, remove, salvage and make safe all electrical wiring.
7. Prior to structure demolition the contractor shall abate, remove, and handle all regulated asbestos containing material and lead-based paint.
8. Contractor is required to have a competent foreman on site every day and provide written documentation of review of safety for the days of operation.
9. Provide adequate manpower and/or overtime to meet construction schedule.
10. Contractor to provide dumpster for their scope of work and haul off all demolished materials.
11. Provide multiple mobilizations as required to complete scope of work as directed.
12. Protect all trees during demolition.
13. Obtain all permits as required.
14. Grade the site to drain, and fill using clean filler compacted and topped with four (4) inches of clean top soil.
15. Cover site in hydromulch.
16. Provide any silt fence required to prevent erosion off site.
17. Cap all plumbing and sewer.
18. Contractor to reconstruct curbs in alignment with adjacent curbs.
19. Providing fencing 100% around site during demolition.

B. Demolition Notes:

1. No earth-disturbing activities shall commence until all permits are obtained and perimeter erosion control measures are in place.
2. All demolition shall be closely coordinated with the City's representative regarding items to be removed, etc. including any and all tree preservation. Removal, relocation and/or disposal of any pre-existing on-site trash,

debris or stockpiles shall be included in the total cost of demolition and shall be coordinated with the City's representative at all times.

3. Contractor shall use extreme caution to limit and not damage or destroy existing tree, roots, limbs or cause over compensation of the soils. Do not create low spots around trees. Discussion of trees to be left will take place with the awarded contractor prior to commencement of demolition.
4. Contractor shall comply with the fullest extent all regulations governing agencies regarding the demolition, removal, transportation and disposal of all demolition debris.
5. Contractor shall locate and remove all underground utility cables (electric, telephone, etc.) regardless of depth as part of the base bid.
6. Contractor shall locate and cap the water line(s) at tap on the main line.
7. Contractor shall locate and cap the sewer line(s) at a minimum of one (1) foot below grade.
8. Contractor shall comply to the fullest extent with the latest OSHA standards for excavation and trenching procedures. Contractor shall use support systems, sloping, benching, etc. as necessary for these operations, and shall comply with all OSHA performance criteria.
9. Contractor shall be responsible for coordinating disconnection of all utilities serving the existing site with the appropriate utility company, and shall obtain approval from same to commence demolition activities. The City or their designee will initiate contact with the utility providers to expedite the disconnection of services.
10. Existing structure to be demolished and disposed of in accordance with the authority having jurisdiction. Where foundation structure is removed, backfill with clean fill compacted and covered with 4" of clean topsoil to adjacent grade free from irregular surface changes to ensure no standing water.
11. Curbs shall be reconstructed to facilitate water drainage.
12. Contractor shall not bury, dispose, or leave any materials on site after completion of project.

VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the city evaluation panel considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience, including work in Texas, as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a “short list”, respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood’s best interest; or (6) cancel the entire process.
- H. Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation Insurance	Not less than \$1,000,000
Employer's Liability	\$1,000,000
Commercial General Liability – Bodily Injury	\$1,000,000 per occurrence aggregate \$2,000,000
Property Damage/each occurrence	\$1,000,000
Comprehensive General Automobile	\$1,000,000 combined single limit
Professional Liability	\$1,000,000 per claim and in the aggregate

- I. Indemnification – It is further agreed that the Contractor (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the city, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation,

court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this contract.

- J. Release – The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the city, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the contractor's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

- K. Compliance with Laws – In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

- L. Texas Government Code, Chapter 2252 Statement

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- M. Texas Government Code, Chapter 2270 Statement

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms "boycotts Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

(OFFICIAL FIRM name)

By:

(Original Signature) **Must be signed to be considered responsive.**

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

(City, State, Zip code)

Phone #:

()

Fax #:

()

E-Mail Address:

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

	Initials	Date acknowledged
1)	_____	_____
2)	_____	_____
3)	_____	_____

STATEMENT OF ORGANIZATION

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contract: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

(d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

PRICING AND FEES

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name:

City of Friendswood RFP #:

All work to be performed as described herein and comply with all requirements as part of the Removal and Demolition Services RFP
Quantity numbers provided do not represent actual quantities. Quantities are estimated for unit rate evaluation purposes only.

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

Unit Cost Proposal				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE EXTENSION
Bid Item #1: Demolition of Residential Structure				
1-001	Demolish Residential Structure	Square Foot (SqFt)	2000	\$ -
Bid Item #2: Debris Removal from Private Residential Property				
2-001	Remove & Haul Vegetative Debris	Cubic Yard (CY)	59	\$ -
2-002	Remove & Haul Clean C&D Debris	Cubic Yard (CY)	195	\$ -
2-003	Remove & Haul RACM/LBP* C&D Debris	Cubic Yard (CY)	84	\$ -
2-004	Remove & Haul Inert Material - Silt/Sand/Dirt	Cubic Yard (CY)	6	\$ -
* Regulated Asbestos Containing Material/Lead-based Paint				
Bid Item #3: Hazardous Materials Abatement from Residential Structures				
3-001	Asbestos/Lead-based Paint Abatement - Roofing Material	Square Foot (SqFt)	24	\$ -
3-002	Asbestos/Lead-based Paint Abatement - Ceiling Material	Square Foot (SqFt)	180	\$ -
3-003	Asbestos/Lead-based Paint Abatement - Wall Material	Square Foot (SqFt)	600	\$ -
3-004	Asbestos/Lead-based Paint Abatement - Floor Material	Square Foot (SqFt)	180	\$ -
Bid Item #4: Utility Disconnect and Capping				
4-001	Sewer	Each - Unit	1	\$ -
4-002	Septic	Each - Unit	1	\$ -
4-003	Water	Each - Unit	1	\$ -
4-004	Electric	Each - Unit	1	\$ -
4-005	Gas	Each - Unit	1	\$ -
Bid Item #5: Erosion & Sedimentation Control				
5-001	Clean fill dirt	Cubic Yard (CY)	370	\$ -
5-002	Clean top soil	Cubic Yard (CY)	195	\$ -
5-002	Hydromulch	Square Foot (SqFt)	6000	\$ -
5-003	Silt Fence	Linear Foot (LF)	600	\$ -
Bid Item #6: Curb Replacement				
6-001	Curb Reconstruction	Linear Foot (LF)	100	\$ -
TOTAL BID				\$ -

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm

Agent

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education

- A contract related to health and human services if:
 - The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CONTENTS

1. Equal Employment Opportunity
2. Contract Work Hours and Safety Standards Act
3. Clean Air Act
4. Federal Water Pollution Act
5. Debarment and Suspension
6. Byrd Anti-Lobbying Amendment
7. Procurement of Recycled Materials
8. Access to Records
9. Department of Homeland Security Logo, Seal, and Flags
10. Compliance with Federal Law, Regulations, and Executive Orders
11. No Obligation by Federal Government
12. Program Fraud and False or Fraudulent Statements and Related Acts
13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation

1. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

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

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(B)

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The State of Texas shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

3. CLEAN AIR ACT (42 U.S.C. § 7401 et seq.)

Clean Air Act

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

(Typed or Printed Name of Signatory)

Signature

Date

4. FEDERAL WATER POLLUTION ACT (33 U.S.C. 1251 et seq.)

Federal Water Pollution Control Act

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

5. DEBARMENT AND SUSPENSION

Suspension and Debarment

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

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

(Typed or Printed Name of Signatory)

Signature

Date

PLEASE NOTE: THIS DOCUMENT MUST BE COMPLETED BY THE RESPONDENT AND ALL SUBCONTRACTORS.

THESE DOCUMENTS MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

6. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

(Name and Title of Contractor's Authorized Official)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

7. PROCUREMENT OF RECOVERED MATERIALS

42 U.S.C. 6962

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

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

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

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

(Typed or Printed Name of Signatory)

Signature

Date

8. ACCESS TO RECORDS AND REPORTS

Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

(4) In compliance with the Disaster Recovery Act of 2018, the City of Friendswood, the State of Texas, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

(Typed or Printed Name of Signatory)

Signature

Date

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

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

(Typed or Printed Name of Signatory)

Signature

Date

11. NO OBLIGATION BY FEDERAL GOVERNMENT

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

(Typed or Printed Name of Signatory)

Signature

Date

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.sba.gov and www.mbda.gov.

(Typed or Printed Name of Signatory)

Signature

Date

14. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U. S. C. § 6201).

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

EVALUATION SUMMARY
RFP 2020-04: DEMOLITION AND REMOVAL SERVICES - UP TO 13 HOUSES

SCALE

1 = Very Limited 2 = Limited 3 = Acceptable 4 = Expected 5 = Exceptional

Crowder Gulf

DEPT	Reviewer	Qualifications	Experience on Similar Projects	Project Methodology	Pricing & Fees	References	Totals
FMO	Mansfield, Brian	4	4	4	5	3	
ASO	Spears, Jeff	5	3	5	5	3	
PARKS	Toney, James	5	5	5	5	5	
Total Points		14	12	14	15	11	
Weight		20%	25%	20%	25%	10%	
Weighted Total		0.7	0.75	0.7	0.9375	0.275	3.3625
Conversion to Points		14	15	14	18.75	5.5	67.25

Grant Mackay

DEPT	Reviewer	Qualifications	Experience on Similar Projects	Project Methodology	Pricing & Fees	References	Totals
FMO	Mansfield, Brian	4	2	4	3	3	
ASO	Spears, Jeff	5	1	4	3	5	
PARKS	Toney, James	5	5	3	3	3	
Total Points		14	8	11	9	11	
Weight		20%	25%	20%	25%	10%	
Weighted Total		0.7	0.5	0.55	0.5625	0.275	2.6
Conversion to Points		14	10	11	11.25	5.5	51.75

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CrowderGulf, LLC.
Mobile , AL United States

Certificate Number:

2020-622493

Date Filed:

05/21/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020-04

Demolition and Removal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ramsay , Lyman M.	Mobile , AL United States	X	
	Ramsay, Jr., Lyman W.	Mobile , AL United States	X	
	Ramsay-Naile , Ashley	Mobile , AL United States	X	
	Ramsay , John	Mobile , AL United States	X	

5 Check only if there is NO Interested Party.

☐

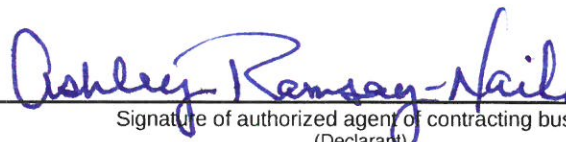
6 UNSWORN DECLARATION

My name is Ashley Ramsay-Naile, and my date of birth is 08-29-66.

My address is 5629 Commerce Blvd E, Mobile, AL, 36619, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Mobile County, State of Alabama, on the 21 day of May, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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: June 1, 2020

Date submitted: 4/23/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the disposition of RFP No. 2020-05 Demolition and Removal Services – Up to 4 Houses for the Flood Mitigation Assistance Program.

Originating Department: Fire Marshal

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In July 2018, the City awarded Jeff S. Ward Associates (JSWA) the contract for the flood mitigation, planning, and grant management of flood control projects.

In September 2018, the JSWA applied for property acquisitions grant Flood Mitigation/Buyout Grant program administered through the Texas Water Development Board (TWDB).

On January 1, 2020 the City received the award for Flood Mitigation/Buyout Grant program administered through the Texas Water Development Board (TWDB) for 4 homes for the amount of \$2,282,567.

On April 29, 2020 the City published RFP 2020-05 Demolition and Removal Services for the Flood Mitigation Assistance (FMA) program - Up to 4 homes. Two sealed proposals were received from Crowder Gulf and Grant Mackay on May 15, 2020.

After review of the proposals, the selection committee recommends awarding the contract for the HMGP demolition and removal to Crowder Gulf.

The demolition services cost is based on square footage of the home and can vary. Crowder Gulf proposed a cost per unit of \$44,543 using 2,000 square foot home for estimate.

Demolition expenditures are reimbursable through the Flood Mitigation/Buyout Grant program funding administered by TWDB.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Under the Flood Mitigation Assistance (FMA) program, the City of Friendswood, Galveston/Harris County, will acquire and demolish up to 4 flood-prone properties. The acquired properties will be deed restricted to be used as open space in perpetuity.

RECOMMENDATIONS

Staff recommends Council to authorize the City Manager to execute a contract for Demolition and Removal Services for the Flood Mitigation Assistance (FMA) program to Crowder Gulf.

ATTACHMENTS

1. RFP 2020-05 Demolition & Removal Services Up to 4 Houses
2. RFP 2020-05 Demolition & Removal Services Up to 4 Evaluation Summary
3. Form 1295 2020-05

City of Friendswood, Texas

Request for Proposals



Demolition and Removal Services Up to 13 Houses
For the City of Friendswood for Disasters DR-4332-056
RFP 2020-05

SUBMIT PROPOSALS TO:

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

SUBMIT NO LATER THAN:

Friday, May 15, 2020
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2020-05

I. INVITATION

The City of Friendswood, Texas (the "City") invites the submittals of proposals ("Proposals") from qualified individuals or firms ("Respondent") interested in providing demolition and removal services relating to the impacts from Hurricane Harvey, DR-4332-056. Respondent is responsible for complying with any and all Federal Emergency Management Agency (FEMA) and other local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

The selected contractor will have a demonstrated record of work experience including, but not limited to, the following: demolition and removal services. Under this RFP, demolition and removal services include, but are not limited to: site demolition, asbestos and lead-based paint abatement, excavation and fill, erosion and sedimentation control, capping utilities, and removal services. These services should be bundled and all proposals should include a breakdown of each service per each property.

II. SUBMITTAL PROCESS

Please submit one (1) marked original and three (3) paper copies, along with one (1) electronic copy on CD or flash drive by RFP opening time of 2:00 PM on Friday, May 15, 2020. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the contractor in a contract. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Bids sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2020-05.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

III. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Proposal for RFP 2020-05 Demolition Services and Removal Up to 13 Houses

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one copy of the transmittal letter shall contain the original signature in ink, by a person having authority to bind the contractor in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization and staffing of your firm
2. Provide a list of all management, supervision, labor, and equipment necessary to provide demolition services and removal.
3. Identify the project manager and each foreman who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's demolition services experience in working with government agencies.
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each Texas project listed in III.C.1. For each, please provide:
 - a. Project name and location
 - b. Year completed
 - c. Short description and project
 - d. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project.
 - e. Names, addresses, and telephone numbers of clients.

D. Project Methodology

1. Provide a work plan that describes the firm's methodology, including a detailed project plan, based on prior experience with demolition services and removal.
2. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the city to determine compatibility of the approach to the city's overall goals.
3. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the city. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services (e.g. site demolition, asbestos and lead-based paint abatement, excavation and fill, erosion and sedimentation control, capping utilities, and removal services) and should include a breakdown of each service. See Pricing and Fees Form for details.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the city.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

IV. SCOPE OF WORK

The City requests proposals from interested and qualified contractors for the demolition services and removal on approximately four (4) parcels located in Galveston and Harris Counties. The City reserves the right to add or subtract properties. The Contractor will supply all labor, materials, and supervision necessary, including moving equipment and vehicles, to perform the job in a reasonable time frame, once the proposal is approved by the City Council, as coordinated with City officials.

V. SPECIFICATIONS

The city requires the expertise of a contractor to assist with demolition services and removal of the structure, any outbuildings located on the property, basements, foundations, and site improvements, including but not limited to: retaining walls, paving, foundation, landscaping, concrete pads, sidewalk and driveways, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc.

A. Contractor shall provide all labor, material, equipment, and supervision to complete the work including, but not necessarily limited to the following:

1. Provide site utility investigation drawings to the City prior to commencing of work.
2. Provide layout as required for demolition operations.
3. Provide all special engineering, shoring, scaffolding and/or equipment required for demolition operations.
4. Protect all work which to remain.
5. Remove existing structures and slab to three (3) feet below grade.
6. Prior to structure demolition the contractor shall demolish, remove, salvage and make safe all electrical wiring.
7. Prior to structure demolition the contractor shall abate, remove, and handle all regulated asbestos containing material and lead-based paint.
8. Contractor is required to have a competent foreman on site every day and provide written documentation of review of safety for the days of operation.
9. Provide adequate manpower and/or overtime to meet construction schedule.
10. Contractor to provide dumpster for their scope of work and haul off all demolished materials.
11. Provide multiple mobilizations as required to complete scope of work as directed.
12. Protect all trees during demolition.
13. Obtain all permits as required.
14. Grade the site to drain, and fill using clean filler compacted and topped with four (4) inches of clean top soil.
15. Cover site in hydromulch.
16. Provide any silt fence required to prevent erosion off site.
17. Cap all plumbing and sewer.
18. Contractor to reconstruct curbs in alignment with adjacent curbs.
19. Providing fencing 100% around site during demolition.

B. Demolition Notes:

1. No earth-disturbing activities shall commence until all permits are obtained and perimeter erosion control measures are in place.
2. All demolition shall be closely coordinated with the City's representative regarding items to be removed, etc. including any and all tree preservation. Removal, relocation and/or disposal of any pre-existing on-site trash,

debris or stockpiles shall be included in the total cost of demolition and shall be coordinated with the City's representative at all times.

3. Contractor shall use extreme caution to limit and not damage or destroy existing tree, roots, limbs or cause over compensation of the soils. Do not create low spots around trees. Discussion of trees to be left will take place with the awarded contractor prior to commencement of demolition.
4. Contractor shall comply with the fullest extent all regulations governing agencies regarding the demolition, removal, transportation and disposal of all demolition debris.
5. Contractor shall locate and remove all underground utility cables (electric, telephone, etc.) regardless of depth as part of the base bid.
6. Contractor shall locate and cap the water line(s) at tap on the main line.
7. Contractor shall locate and cap the sewer line(s) at a minimum of one (1) foot below grade.
8. Contractor shall comply to the fullest extent with the latest OSHA standards for excavation and trenching procedures. Contractor shall use support systems, sloping, benching, etc. as necessary for these operations, and shall comply with all OSHA performance criteria.
9. Contractor shall be responsible for coordinating disconnection of all utilities serving the existing site with the appropriate utility company, and shall obtain approval from same to commence demolition activities. The City or their designee will initiate contact with the utility providers to expedite the disconnection of services.
10. Existing structure to be demolished and disposed of in accordance with the authority having jurisdiction. Where foundation structure is removed, backfill with clean fill compacted and covered with 4" of clean topsoil to adjacent grade free from irregular surface changes to ensure no standing water.
11. Curbs shall be reconstructed to facilitate water drainage.
12. Contractor shall not bury, dispose, or leave any materials on site after completion of project.

VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the city evaluation panel considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience, including work in Texas, as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a “short list”, respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood’s best interest; or (6) cancel the entire process.
- H. Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation Insurance	Not less than \$1,000,000
Employer's Liability	\$1,000,000
Commercial General Liability – Bodily Injury	\$1,000,000 per occurrence aggregate \$2,000,000
Property Damage/each occurrence	\$1,000,000
Comprehensive General Automobile	\$1,000,000 combined single limit
Professional Liability	\$1,000,000 per claim and in the aggregate

- I. Indemnification – It is further agreed that the Contractor (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the city, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation,

court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this contract.

- J. Release – The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the city, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the contractor's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

- K. Compliance with Laws – In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

- L. Texas Government Code, Chapter 2252 Statement

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- M. Texas Government Code, Chapter 2270 Statement

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms "boycotts Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

(OFFICIAL FIRM name)

By:

(Original Signature) **Must be signed to be considered responsive.**

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

(City, State, Zip code)

Phone #:

()

Fax #:

()

E-Mail Address:

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

	Initials	Date acknowledged
1)	_____	_____
2)	_____	_____
3)	_____	_____

STATEMENT OF ORGANIZATION

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contract: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

(d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

PRICING AND FEES

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name:

City of Friendswood RFP #:

All work to be performed as described herein and comply with all requirements as part of the Removal and Demolition Services RFP
Quantity numbers provided do not represent actual quantities. Quantities are estimated for unit rate evaluation purposes only.

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

Unit Cost Proposal					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Bid Item #1: Demolition of Residential Structure					
1-001	Demolish Residential Structure	Square Foot (SqFt)	2000	\$	-
Bid Item #2: Debris Removal from Private Residential Property					
2-001	Remove & Haul Vegetative Debris	Cubic Yard (CY)	59	\$	-
2-002	Remove & Haul Clean C&D Debris	Cubic Yard (CY)	195	\$	-
2-003	Remove & Haul RACM/LBP* C&D Debris	Cubic Yard (CY)	84	\$	-
2-004	Remove & Haul Inert Material - Silt/Sand/Dirt	Cubic Yard (CY)	6	\$	-
* Regulated Asbestos Containing Material/Lead-based Paint					
Bid Item #3: Hazardous Materials Abatement from Residential Structures					
3-001	Asbestos/Lead-based Paint Abatement - Roofing Material	Square Foot (SqFt)	24	\$	-
3-002	Asbestos/Lead-based Paint Abatement - Ceiling Material	Square Foot (SqFt)	180	\$	-
3-003	Asbestos/Lead-based Paint Abatement - Wall Material	Square Foot (SqFt)	600	\$	-
3-004	Asbestos/Lead-based Paint Abatement - Floor Material	Square Foot (SqFt)	180	\$	-
Bid Item #4: Utility Disconnect and Capping					
4-001	Sewer	Each - Unit	1	\$	-
4-002	Septic	Each - Unit	1	\$	-
4-003	Water	Each - Unit	1	\$	-
4-004	Electric	Each - Unit	1	\$	-
4-005	Gas	Each - Unit	1	\$	-
Bid Item #5: Erosion & Sedimentation Control					
5-001	Clean fill dirt	Cubic Yard (CY)	370	\$	-
5-002	Clean top soil	Cubic Yard (CY)	195		
5-002	Hydromulch	Square Foot (SqFt)	6000	\$	-
5-003	Silt Fence	Linear Foot (LF)	600	\$	-
Bid Item #6: Curb Replacement					
6-001	Curb Reconstruction	Linear Foot (LF)	100	\$	-
TOTAL BID				\$	-

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm

Agent

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education

- A contract related to health and human services if:
 - The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CONTENTS

1. Equal Employment Opportunity
2. Contract Work Hours and Safety Standards Act
3. Clean Air Act
4. Federal Water Pollution Act
5. Debarment and Suspension
6. Byrd Anti-Lobbying Amendment
7. Procurement of Recycled Materials
8. Access to Records
9. Department of Homeland Security Logo, Seal, and Flags
10. Compliance with Federal Law, Regulations, and Executive Orders
11. No Obligation by Federal Government
12. Program Fraud and False or Fraudulent Statements and Related Acts
13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation

1. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

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

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(B)

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The State of Texas shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

3. CLEAN AIR ACT (42 U.S.C. § 7401 et seq.)

Clean Air Act

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

(Typed or Printed Name of Signatory)

Signature

Date

4. FEDERAL WATER POLLUTION ACT (33 U.S.C. 1251 et seq.)

Federal Water Pollution Control Act

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

5. DEBARMENT AND SUSPENSION

Suspension and Debarment

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

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

(Typed or Printed Name of Signatory)

Signature

Date

PLEASE NOTE: THIS DOCUMENT MUST BE COMPLETED BY THE RESPONDENT AND ALL SUBCONTRACTORS.

THESE DOCUMENTS MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

6. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

(Name and Title of Contractor's Authorized Official)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

7. PROCUREMENT OF RECOVERED MATERIALS

42 U.S.C. 6962

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

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

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

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

(Typed or Printed Name of Signatory)

Signature

Date

8. ACCESS TO RECORDS AND REPORTS

Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

(4) In compliance with the Disaster Recovery Act of 2018, the City of Friendswood, the State of Texas, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

(Typed or Printed Name of Signatory)

Signature

Date

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

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

(Typed or Printed Name of Signatory)

Signature

Date

11. NO OBLIGATION BY FEDERAL GOVERNMENT

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

(Typed or Printed Name of Signatory)

Signature

Date

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

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

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women’s business enterprises on solicitation lists; assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.sba.gov and www.mbda.gov.

(Typed or Printed Name of Signatory)

Signature

Date

14. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U. S. C. § 6201).

(Typed or Printed Name of Signatory)

Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

EVALUATION SUMMARY
RFP 2020-05: DEMOLITION AND REMOVAL SERVICES - UP TO 4 HOUSES

SCALE

1 = Very Limited 2 = Limited 3 = Acceptable 4 = Expected 5 = Exceptional

Crowder Gulf

DEPT	Reviewer	Qualifications	Experience on Similar Projects	Project Methodology	Pricing & Fees	References	Totals
FMO	Mansfield, Brian	4	4	4	5	3	
ASO	Spears, Jeff	5	3	5	5	3	
PARKS	Toney, James	5	5	5	5	5	
Total Points		14	12	14	15	11	
Weight		20%	25%	20%	25%	10%	
Weighted Total		0.7	0.75	0.7	0.9375	0.275	3.3625
Conversion to Points		14	15	14	18.75	5.5	67.25

Grant Mackay

DEPT	Reviewer	Qualifications	Experience on Similar Projects	Project Methodology	Pricing & Fees	References	Totals
FMO	Mansfield, Brian	4	2	4	3	3	
ASO	Spears, Jeff	5	1	4	3	5	
PARKS	Toney, James	5	5	3	3	3	
Total Points		14	8	11	9	11	
Weight		20%	25%	20%	25%	10%	
Weighted Total		0.7	0.5	0.55	0.5625	0.275	2.6
Conversion to Points		14	10	11	11.25	5.5	51.75

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CrowderGulf, LLC.
Mobile , AL United States

Certificate Number:
2020-622476

Date Filed:
05/21/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 2020-05
Demolition and Removal Services

4 Name of Interested Party

City, State, Country (place of business)

**Nature of interest
(check applicable)**

Controlling Intermediary

Ramsay, Lyman M.

Mobile , AL United States

X

Ramsay, Jr., Lyman W.

Mobile , AL United States

X

Ramsay-Naile , Ashley

Mobile , AL United States

X

Ramsay, John

Mobile , AL United States

X

5 Check only if there is NO Interested Party.

☐

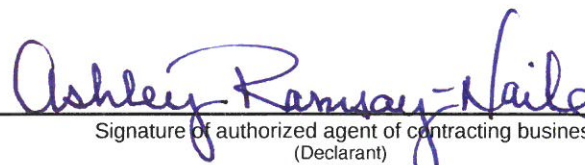
6 UNSWORN DECLARATION

My name is Ashley Ramsay-Naile, and my date of birth is 08-29-66.

My address is 5629 Commerce Blvd E, Mobile, AL, 36619, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Mobile County, State of Alabama, on the 21 day of May, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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: June 1, 2020

Date submitted: 4/23/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving an interlocal agreement with the Galveston County Consolidated Drainage District for flood mitigation projects on Minglewood Drive.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Recently the Galveston County Consolidated Drainage District completed acquisition of nine (9) properties in the Clear Creek Woods Subdivision. These acquisitions along with currently owned City and District properties will be used for future flood control projects along Clear Creek.

The City has agreed to pay the Galveston County Consolidated District \$63,135.19 as consideration for the Districts cost to acquire these properties.

The 2019 drainage bonds (a portion of the Round 1 bond proceeds) is the funding source.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City of Friendswood received substantial impact from Hurricane Harvey. These acquired properties will provide an opportunity for future improvements to reduce the City from flooding.

RECOMMENDATIONS

Recommendation is for City Council to approve the interlocal agreement with Galveston County Consolidated Drainage District for Flood Mitigation Projects and authorize the Mayor to sign.

ATTACHMENTS

1. GCCDD Interlocal Agreement June 2020
2. All Acquisitions Clear Creek Woods
3. New Acquisitions Clear Creek Woods

**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 1st day of June 2020, 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 District acquired buyout lots through District funding in the 151 S Mckissick, Clear Creek Woods subdivision; and

WHEREAS, both the District and the City now own buyout lots in the 151 S Mckissick, Clear Creek Woods subdivision; 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 future development of drainage projects on Clear Creek to be beneficial to neighboring floodprone properties; and

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

WHEREAS, the use of the buyout lots owned by City and District in the 151 S Mckissick, Clear Creek Woods subdivision would be ideal for regional drainage, 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 pay the District \$63,135.19 as total consideration for District's cost to acquire the properties in the 151 S Mckissick, Clear Creek Woods subdivision.

B. Provide District the use of City-owned buyout lots within 151 S Mckissick, Clear Creek Woods subdivision for future flood control, floodplain management, and flood damage prevention purposes.

4. **District Responsibilities.**

A. Provide City the use of District-owned buyout lots within 151 S Mckissick, Clear Creek Woods subdivision for future flood control, floodplain management, and flood damage prevention purposes.

B. The District shall maintain the City-owned and District-owned properties in the 151 S Mckissick, Clear Creek Woods subdivision by providing routine mowing of the properties if used for flood control.

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. 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 thirty (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:

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

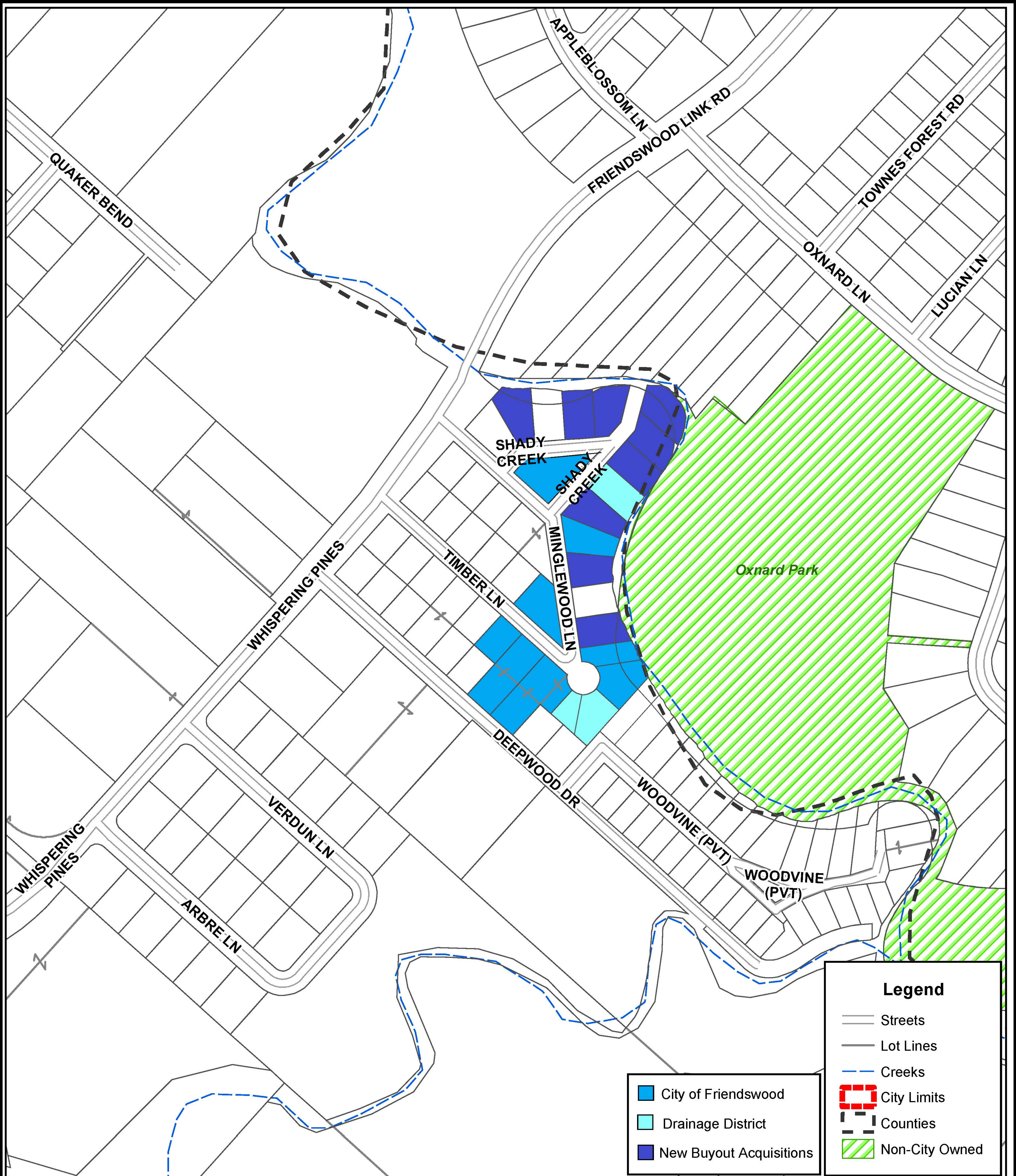
By: _____
Mike Foreman
Mayor

ATTEST:

**GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT**

By: _____
Kathy Grace
Administrative Manager

By: _____
Harold L. Whitaker
President

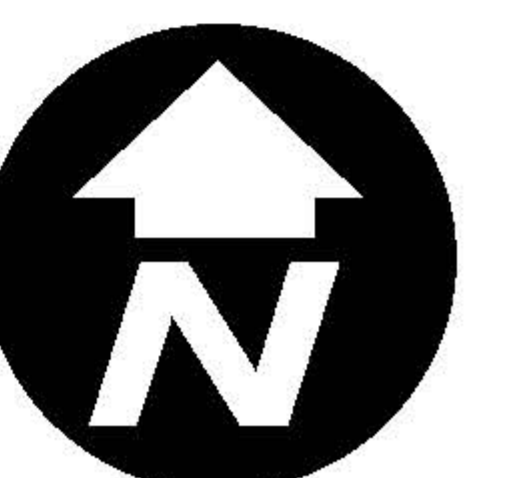


Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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.

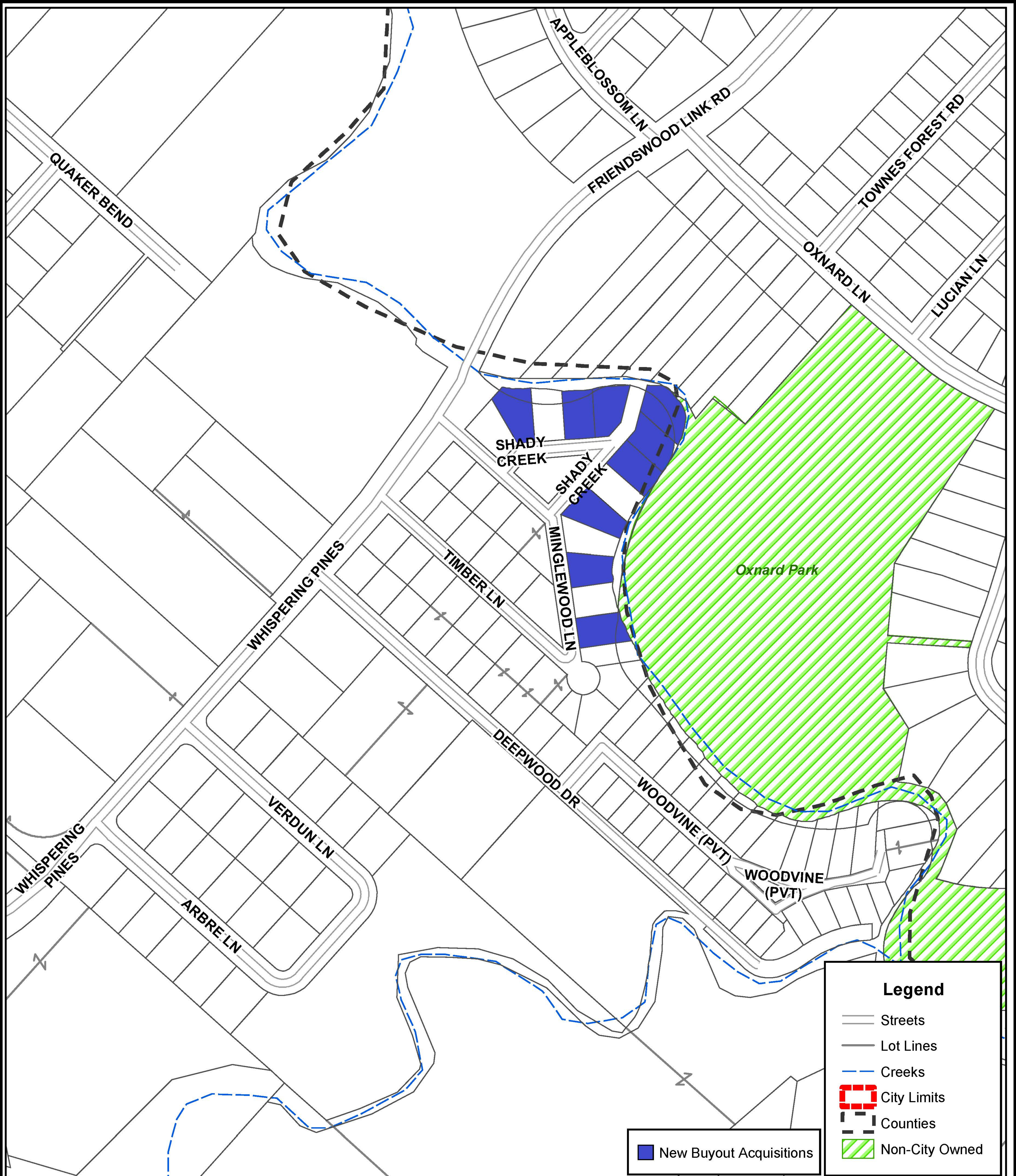


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 309'

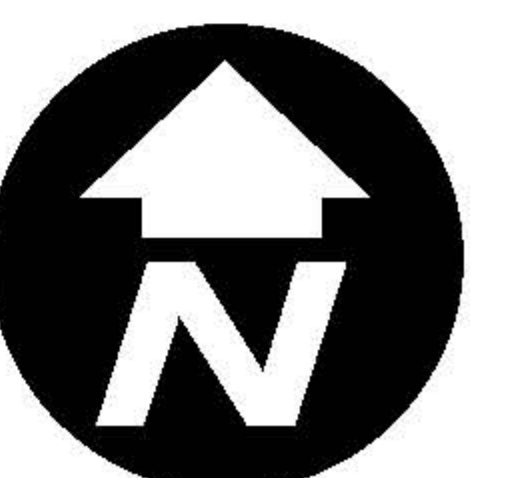


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Friendswood GIS Mapping



1" = 309'

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: June 1, 2020

Date submitted: 5/12/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approval of a cooperative purchase (Houston-Galveston Area Council Contract TP07-18) and authorizing the Mayor to execute the agreement with PM Construction and Rehab, LLC, dba IPR-South Central, LLC, for 2020 Sewer Rehabilitation.

Originating Department: Public Works

Degree of importance: Choose an Option Significant

SUMMARY / ORIGINATING CAUSE

In administration of the City's annual budget preparation and approval process, Public Works had received prior approval for budget appropriation to proceed forward with the City's Sanitary Sewer Rehabilitation Program. As part of administrating the required purchasing / evaluation process, one of the primary goals for Public Works and the City has been to abide by the guidelines pursuant the Local Government Code, Title 8, Subtitle A, Chapter 252, Subchapter B, Sec 252.022 General Exemptions, (12) personal property sold: (D) under an inter-local contract for cooperative purchasing administered by a regional planning commission established under Chapter 391. In compliance with this approved process, the Public Works Department has coordinated with and vetted approved contractor PM Construction and Rehab, LLC dba IPR-South Central, LLC, whom is able to perform the needed services through an approved HGAC cooperative purchase program. PM Construction Rehab dba IPR South Central has previously conducted the sewer rehab service for the City, along with performing immediate larger needed emergency repairs outside of our City staff's capabilities.

As council may also recall, the Public Works Department has also been administrating with a consultant the various phases of the needed Sewer Assessment Program which has been directly evaluating/troubleshooting key areas of the City's sanitary sewer system. Through that process, and along with staff's own findings, key potential areas and needed repairs have been identified to assist with ongoing impacts due to I&I.

For visibility purposes, please find this as Public Works goal and transparency process to proceed forward with the required Sewer Rehabilitation Program. Entering into a proposed contract with PM Construction and Rehab dba IPR-South Central through a cooperative purchase via (HGAC Contract TP07-18), in an amount not to exceed \$750K at this time to perform required services. Existing budget funding is available in the amount of approximately \$1M.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administrating required repairs will assist in improving the sanitary sewer infrastructure system for the City of Friendswood.

RECOMMENDATIONS

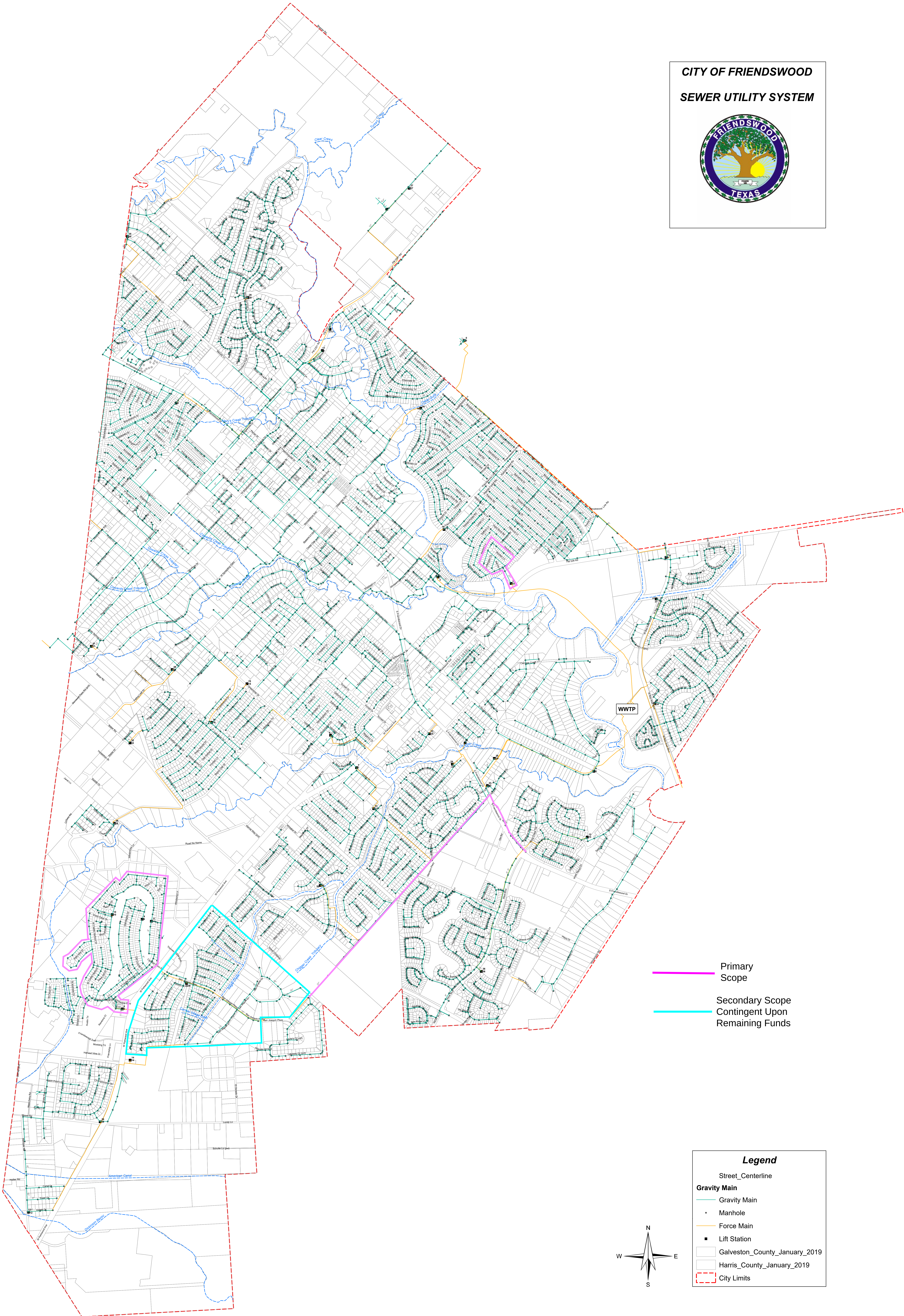
Staff recommends that City Council approve for the City of Friendswood to enter into a cooperative purchase (HGAC Contract TP07-18), and authorize the Mayor to execute the contract agreement with PM Construction and Rehab, LLC dba IPR-South Central, LLC for 2020 Sewer Rehabilitation.

ATTACHMENTS

1. 2020 Sewer Rehab Map
2. PM-IPR Contract Agreement

CITY OF FRIENDSWOOD

SEWER UTILITY SYSTEM

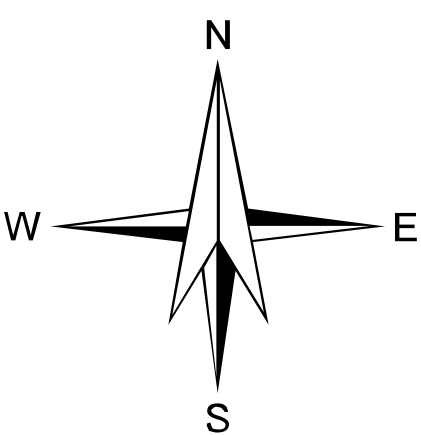


Primary
Scope

Secondary Scope
Contingent Upon
Remaining Funds

Legend

- Street_Centerline
- Gravity Main
 - Gravity Main
 - Manhole
 - Force Main
 - Lift Station
- Galveston_County_January_2019
- Harris_County_January_2019
- City Limits



THE STATE OF TEXAS

3

3

COUNTY OF GALVESTON

§

STANDARD AGREEMENT FOR CONTRACTING SERVICES

THIS AGREEMENT, entered into as of this 1st day of June, 2020, 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 PM CONSTRUCTION & REHAB, LLC dba IPR – South Central, LLC, 131 N. Richey, Pasadena, TX 77506 (hereinafter called the "CONTRACTOR") acting herein by and through Collis Parrish, 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:

2020 Sewer Rehabilitation

- 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:

Rehabilitation and repair effort associated with sewer main lines, connections, manholes, etc.

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 There is no design professional for this project.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Three-hundred Sixty-five (365) 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 Ninety-five (395) 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 no Dollars (\$0.00) 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 No Dollars (\$0.00) 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 HGAC Contract TP07-18: Trenchless Pipeline Rehabilitation Services, attached hereto as Attachment A and made a part hereof for all purposes.
- 5.2 CONTRACT PRICE is not to exceed Seven-hundred Fifty-thousand and No Cents (\$750,000).

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

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

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

ARTICLE VIII: 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 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

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

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 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.
- 8.5 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.
- 8.6 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: INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by City. The Contractor 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 contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance):

- 9.1 Worker's Compensation Insurance (with Waiver of Subrogation in favor of the City of Friendswood, its officers, agents and employees), with statutory limits.
- 9.2 Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included, and the City of Friendswood, its officers, agents and employees shall be named as an additional Insured.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

- a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence.
 - b. Property Damage \$100,000 per occurrence.
 - c. Minimum aggregate policy year limit \$1,000,000.
- 9.3 Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
- a. Minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage.
 - b. If individual limits are provided minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- 9.4. Contractual Liability Insurance covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.
- a. Contractual Liability Insurance may be provided under Contractor's Commercial General Liability Policy, but shall be verified that conditions meet intent and level of a separate Contractual Liability Insurance Policy.
- 9.5. Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agencies, Contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance. Contractor shall file certificates of insurance with the City before commencing any work for the City. Said CERTIFICATE OF INSURANCE Form must contains a provision that coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen (15) days prior written notice has been given to the CITY. Contractor shall also file with the CITY valid CERTIFICATE(s) OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with CITY not more than ten (10) days after execution of this Contract.

ARTICLE X: THE CONTRACT DOCUMENTS

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

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

- 10.1 Document 00400 – Standard Agreement for Contracting Services (this agreement, pages 1 through 10 INCLUSIVE).
- 10.2 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 10.3 Document 00450 – The Contractors Drug-free Workplace Policy.
- 10.4 Document 00455 – Storm Preparation Policy.
- 10.5 Document 00460 – Hazardous Communications Policy.
- 10.6 Document 00465 – Homeland Security Policy.
- 10.7 Document 00470 – Performance Bond, included herein.
- 10.8 Document 00475 – Payment Bond, included herein.
- 10.9 Document 00500B – General Conditions.
- 10.10 Document 00600 – Supplemental Conditions.
- 10.11 Document 01295 – Certificate of Interested Parties – Texas Ethics Commission (FORM 1295).
- 10.12 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents.

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

ARTICLE XI: INDEMNIFICATION

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

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

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

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

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

XII. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

thereupon have the right to terminate this Contract by giving written notice to the Contractor 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, studies, survey, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

XIII. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for the services provided up to the termination date. If this Contract is terminated due to the fault of the Contractor, other terms and conditions contained in Paragraph XII of this Contract relative to termination shall apply.

ARTICLE XVI: MISCELLANEOUS

- 14.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 14.2 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.
- 14.3 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.
- 14.4 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.

ARTICLE XV: ADDRESSES FOR GIVING NOTICES

15.1 The City:

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

15.2 The Contractor:

Collis Parrish, General Manager
Inland Pipe Rehabilitation – South Central
7600 South Santa Fe Building E
Houston, TX 77061

ARTICLE XVI: VENUE

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

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of the Contractor by Collis Parrish its General Manager shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 1st day of June, 2020.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

PM Construction & Rehab, LLC dba
IPR South Central, LLC

Mike Foreman, Mayor

BY: _____
Collis Parrish, General Manager

DATE: _____

DATE: _____

ATTEST:

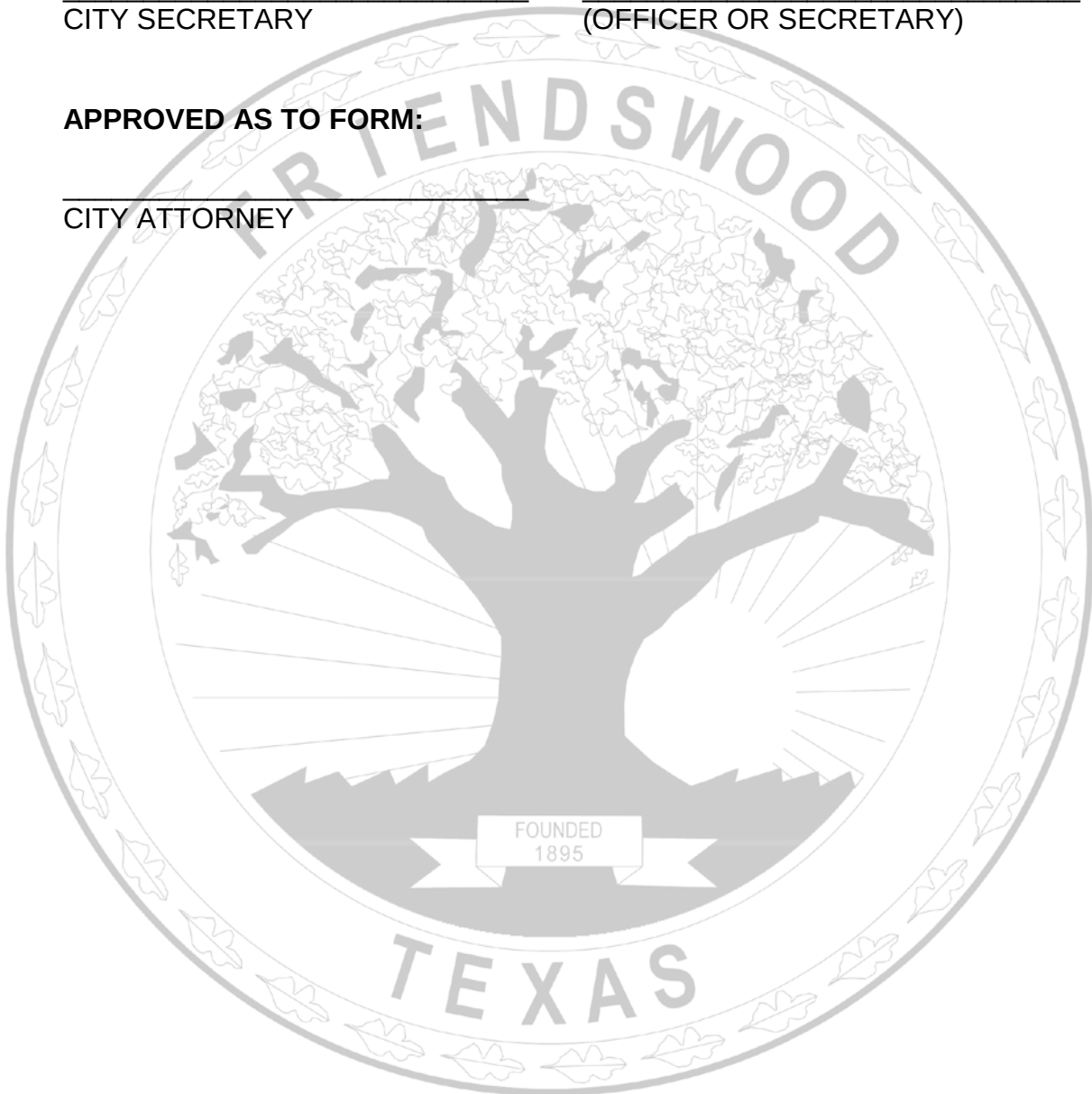
ATTEST:

CITY SECRETARY

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - PM Construction & Rehab. LLC - Public Services - 18-00365

18-00365

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements **DO NOT** include a Performance & Payment Bond (PPB); therefore, **Contractor** shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. **Contractor** shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - PM Construction & Rehab, LLC - Public Services - 18-00365
18-00365

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and PM Construction & Rehab, LLC, hereinafter referred to as the Contractor, having its principal place of business at 131 N. Richey, Pasadena, TX 77506.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

PM Construction & Rehab, LLC

Signature 
A52451D995DB4C9...

Name Bac Ong

Title Sr GM

Date 6/18/2018

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

Attachment A
PM Construction & Rehab, LLC
Trenchless Pipeline Rehabilitation Services
Contract No.: TP07-13

SECTION - A**Clean/TV & Evaluation for Gravity Pipelines:**

A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	\$ 4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	\$ 6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	\$ 8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	\$ 12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	\$ 14.00
A6	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	\$ 4.00
A7	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	\$ 6.00
A8	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	\$ 8.00
A9	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	\$ 12.00
A10	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	\$ 14.00
A11	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	\$ 6.00
A12	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	\$ 8.00
A13	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	\$ 25.00
A14	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	\$ 35.00
A15	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	\$ 38.00
A16	LF	6" Clean and TV storm sewer	\$ 3.68
A17	LF	8" Clean and TV storm sewer	\$ 3.68
A18	LF	10" Clean and TV storm sewer	\$ 4.60
A19	LF	12" Clean and TV storm sewer	\$ 4.60
A20	LF	15" Clean and TV storm sewer	\$ 6.44
A21	LF	18" Clean and TV storm sewer	\$ 9.20
A22	LF	21" Clean and TV storm sewer	\$ 11.04
A23	LF	24" Clean and TV storm sewer	\$ 12.88
A24	LF	27" Clean and TV storm sewer	\$ 13.80
A25	LF	30" Clean and TV storm sewer	\$ 18.40
A26	LF	33" Clean and TV storm sewer	\$ 23.00
A27	LF	36" Clean and TV storm sewer	\$ 27.60
A28	LF	42" Clean and TV storm sewer	\$ 36.80
A29	LF	48" Clean and TV storm sewer	\$ 46.00
A30	LF	54" Clean and TV storm sewer	\$ 55.20
A31	LF	6" - 12" Post TV Inspection After Rehabilitation	\$ 2.76
A32	LF	14" - 20" Post TV Inspection After Rehabilitation	\$ 2.76
A33	LF	21" - 36" Post TV Inspection After Rehabilitation	\$ 4.60
A34	LF	42" or Larger Post TV Inspection After Rehabilitation	\$ 6.44
A35	EA	Re-setup for TV Due to Point Repairs or Obstructions	\$ 138.00
A36	LF	Mechanical Root removal	\$ 3.22
A37	LF	Grease removal	\$ 3.22
A38	EA	Other Remote Obstruction removal (max. 10 lf)	\$ 690.00
A39	LF	Smoke Testing	\$ 1.84
A40	EA	Manhole/Cleanout & Sewer Line Visual Inspection	\$ 184.00
A41	EA	GPS Survey of Manholes & Cleanouts	\$ 138.00
A42	LF	Heavy Debris Removal - MAN ENTRY	\$ 500.00
A43	EA	Dyed Water Flooding/Leak Quantification & Evaluation	\$ 322.00

SECTION - B**Centrifugally Cast Pipe Rehabilitation for Sewer Lines:**

B1	LF	36" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 250.00
B2	LF	42" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 285.00
B3	LF	48" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 325.00
B4	LF	54" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 385.00
B5	LF	60" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 525.00
B6	LF	66" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 670.00
B7	LF	72" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 800.00
B8	LF	78" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 875.00
B9	LF	84" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 975.00
B10	LF	90" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,115.00
B11	LF	96" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,400.00
B12	LF	102" STORM PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,680.00
B13	LF	36" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 300.00
B14	LF	42" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 342.00
B15	LF	48" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 390.00
B16	LF	54" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 462.00
B17	LF	60" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 630.00

B18	LF	66" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 804.00
B19	LF	72" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 960.00
B20	LF	84" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,170.00
B21	LF	96" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 1,680.00
B22	LF	102" SANITARY PIPE - ECOCAST REHABILITATION - 1.5" Thickness	\$ 2,016.00
B23	SF	EACH ADDITIONAL .5" Thickness	\$ 50.00
B24	CY	CHANNEL EXCAVATION	\$ 35.00
B25	CY	DEBRIS REMOVAL	\$ 35.00
B26	AC	CLEARING AND GRUBBING	\$ 4,500.00
B27	EACH	TREE REMOVAL (6" - 12")	\$ 1,500.00
B28	EACH	TREE REMOVAL (13" - 23")	\$ 3,000.00
B29	EACH	TREE REMOVAL (> 24")	\$ 5,000.00
B30	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	\$ 1,200.00
B31	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	\$ 250.00

SECTION - C**Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines:**

C1	LF	6" x 4.5mm	\$ 36.80
C2	LF	8" x 6.0mm	\$ 34.96
C3	LF	10" x 6.0mm	\$ 38.64
C4	LF	12" x 6.0mm	\$ 53.36
C5	LF	15" x 7.5mm	\$ 64.40
C6	LF	18" x 9.0mm	\$ 78.20
C7	LF	21" x 9.0mm	\$ 105.80
C8	LF	24" x 10.5mm	\$ 128.80
C9	LF	27" x 10.5mm	\$ 147.20
C10	LF	30" x 12.0mm	\$ 174.80
C11	LF	33" x 12.0mm	\$ 207.00
C12	LF	36" x 12.0mm	\$ 230.00
C13	LF	42" x 13.5mm	\$ 257.60
C14	LF	48" x 15.0mm	\$ 432.40
C15	LF	54" x 18.0mm	\$ 552.00
C16	LF	6" & 8" Additional 1.5mm	\$ 0.92
C17	LF	10" & 12" Additional 1.5mm	\$ 4.60
C18	LF	15" & 18" Additional 1.5mm	\$ 13.80
C19	LF	21" & 24" Additional 1.5mm	\$ 23.00
C20	LF	27" Additional 1.5mm	\$ 27.60
C21	LF	30" Additional 1.5mm	\$ 32.20
C22	EA	33" Additional 1.5mm	\$ 36.80
C23	EA	36" Additional 1.5mm	\$ 41.40
C24	EA	42" Additional 1.5mm	\$ 46.00
C25	EA	48" Additional 1.5mm	\$ 55.20
C26	EA	54" Additional 1.5mm	\$ 64.40
C27	EA	Internal reconnects on Cured-in-place pipe	\$ 276.00
C28	LF	4"-6" Installation and cure of lateral liner from main <12" dia.	\$ 4,600.00
C29	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	\$ 5,980.00
C30	EA	4"-6" Set-up for installations of <20 each total	\$ 4,600.00
C31	EA	4"-6" Set-up for installations of 20-50 each total	\$ 3,220.00
C32	EA	4"-6" Set-up for installations of 51-150 each total	\$ 1,840.00
C33	EA	6" - 12" CIPP Setup Charge (< 300 LF)	\$ 920.00
C34	EA	15" - 21" CIPP Setup Charge (< 300 LF)	\$ 1,380.00
C35	EA	24" - 36" CIPP Setup Charge (< 300 LF)	\$ 1,840.00
C36	EA	36" or Larger CIPP Setup Charge (< 300 LF)	\$ 1,840.00
C37	EA	Backyard Easement Setup (6" - 10")	\$ 1,380.00
C38	EA	Backyard Easement Setup (12" - 18")	\$ 1,840.00
C39	SY	Timber Matting for Large Diameter Setup	\$ 46.00

SECTION - D**Pipe Bursting Rehabilitation for Sewer Lines:**

D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	\$ 46.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	\$ 50.60
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	\$ 55.20
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	\$ 52.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	\$ 55.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	\$ 58.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	\$ 60.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	\$ 65.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	\$ 69.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	\$ 67.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	\$ 71.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	\$ 75.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	\$ 72.00

D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	\$ 78.20
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	\$ 92.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	\$ 82.80
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	\$ 92.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	\$ 110.40
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	\$ 115.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	\$ 119.60
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	\$ 133.40
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	\$ 145.00
D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	\$ 152.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	\$ 158.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	\$ 165.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	\$ 174.80
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	\$ 202.40
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	\$ 215.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	\$ 235.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	\$ 245.00
D31	EA	8" - 12" Pipeburst Setup Charge (< 300 LF)	\$ 1,200.00
D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	\$ 1,840.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	\$ 2,300.00

SECTION - E**Pipe Bursting Rehabilitation for Water Lines:**

E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 45.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 55.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 68.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 82.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	\$ 95.00
E6	EA	Install 1" corporation stop with valve box	\$ 400.00
E7	EA	Install 2" corporation stop with valve box	\$ 700.00
E8	EA	Install 4" gate valve & box	\$ 600.00
E9	EA	Install 6" gate valve & box	\$ 800.00
E10	EA	Install 8" gate valve & box	\$ 1,200.00
E11	EA	Install 12" gate valve & box	\$ 2,200.00
E12	EA	Install 8"x2" service saddle	\$ 900.00
E13	EA	Install 12"x1" service saddle	\$ 1,200.00
E14	EA	Install 12"x2" service saddle	\$ 1,300.00
E15	EA	Connect new 1" water line w/existing 1" water line	\$ 300.00
E16	EA	Connect new 2" water line w/existing 2" water line	\$ 500.00
E17	EA	Connect new 4" water line w/existing 4" water line	\$ 600.00
E18	EA	Connect new 6" water line w/existing 6" water line	\$ 700.00
E19	EA	Connect new 8" water line w/existing 8" water line	\$ 800.00
E20	EA	Connect new 12" water line w/existing 12" water line	\$ 1,000.00
E21	EA	Install 3/4 inch service connections	\$ 525.00
E22	EA	Remove and dispose of existing fire hydrant	\$ 500.00
E23	EA	Salvage existing fire hydrant and re-install in new location	\$ 2,600.00
E24	TON	Repair pavement with cold mix asphalt	\$ 100.00
E25	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	\$ 535.00
E26	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	\$ 625.00
E27	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	\$ 4,100.00

SECTION - F**Sliplining With HDPE or FRP Rehabilitation:**

F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	\$ 46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	\$ 50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	\$ 55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	\$ 46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	\$ 50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	\$ 55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	\$ 50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	\$ 55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	\$ 59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	\$ 59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	\$ 64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	\$ 69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	\$ 69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	\$ 78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	\$ 92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	\$ 82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	\$ 92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	\$ 110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	\$ 110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	\$ 119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	\$ 133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	\$ 128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	\$ 138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	\$ 151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 322.00

F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	\$ 920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	\$ 303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	\$ 331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf joints	\$ 386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf joints	\$ 441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf joints	\$ 607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	\$ 662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	\$ 883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf joints	\$ 1,104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	\$ 920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	\$ 1,840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	\$ 46.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	\$ 3,000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	\$ 92.00

SECTION - G**Manhole and Structure Rehabilitation:**

G1	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch cementitious	\$ 115.00
G2	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	\$ 35.00
G3	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal	\$ 400.00
G4	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	\$ 80.00
G5	VF	Manhole Rehabilitation - W/1 inch Geopolymer	\$ 355.00
G6	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	\$ 75.00
G7	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	\$ 1,800.00
G8	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	\$ 400.00
G9	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	\$ 90.00
G10	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	\$ 90.00
G11	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	\$ 90.00
G12	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	\$ 90.00
G13	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	\$ 90.00
G14	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	\$ 90.00
G15	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	\$ 1,380.00
G16	EA	All Sizes Installation of Manhole Chimney Seal	\$ 552.00
G17	EA	New manhole frame and cover-24"	\$ 690.00
G18	EA	New manhole frame and cover-32"	\$ 690.00
G19	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	\$ 920.00
G20	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	\$ 1,200.00
G21	EA	Adjust manhole frame and cover	\$ 550.00
G22	EACH	INVERT INSTALLATION, 4' DIAMETER	\$ 250.00
G23	EACH	INVERT INSTALLATION, 5' DIAMETER	\$ 400.00
G24	EACH	INVERT INSTALLATION, 6' DIAMETER	\$ 750.00
G25	SF	INVERT INSTALLATION, OTHER CONFIGURATIONS	\$ 85.00

SECTION - H**Excavation and Additional Items:**

H1	EA	6" - 8" Point repair (0'- 8' deep)	\$ 2,760.00
H2	EA	6" - 8" Point repair (8'- 12' deep)	\$ 3,220.00
H3	EA	6" - 8" Point repair (12'-16' deep)	\$ 4,140.00
H4	EA	10" - 12" Point repair (0'- 8' deep)	\$ 2,760.00
H5	EA	10" - 12" Point repair (8'- 12' deep)	\$ 3,220.00
H6	EA	10" - 12" Point repair (12'-16' deep)	\$ 4,140.00
H7	EA	15" - 18" Point repair (0'-8' deep)	\$ 3,220.00
H8	EA	15" - 18" Point repair (8'-12' deep)	\$ 3,680.00
H9	EA	15" - 18" Point repair (12'-16' deep)	\$ 4,140.00
H10	EA	21" - 24" Point repair (0'-8' deep)	\$ 4,000.00
H11	EA	21" - 24" Point repair (8'-12' deep)	\$ 4,350.00
H12	EA	21" - 24" Point repair (12'-16' deep)	\$ 5,000.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	\$ 59.80
H14	LF	10" - 12" Point repair extra length over 10 linear feet	\$ 59.80
H15	LF	15" - 18" Point repair extra length over 10 linear feet	\$ 92.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	\$ 138.00
H17	EA	External reconnect (0'- 8' deep) up to 5 linear feet	\$ 920.00
H18	EA	External reconnect (8'- 12' deep) up to 5 linear feet	\$ 1,380.00

H19	EA	External reconnect (12'- 16' deep) up to 5 linear feet	\$ 2,300.00
H20	EA	External reconnect (16'-20' deep) up to 5 linear feet	\$ 3,200.00
H21	EA	External reconnect (over 20' deep) up to 5 linear feet	\$ 7,000.00
H22	LF	Extra length service connection over 5 linear feet	\$ 41.40
H23	EA	Remove and replace or install cleanout	\$ 1,840.00
H24	EA	Access Pit (0'-8' deep)	\$ 1,104.00
H25	EA	Access Pit (8'-12' deep)	\$ 1,380.00
H26	EA	Access Pit (12'-16' deep)	\$ 2,300.00
H27	EA	Access Pit (16'-20' deep)	\$ 4,000.00
H28	EA	Access Pit (over 20' deep)	\$ 8,000.00
H29	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	\$ 690.00
H30	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	\$ 1,104.00
H31	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	\$ 1,472.00
H32	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	\$ 2,200.00
H33	LF	Trench safety (0'-8' deep)	\$ 5.00
H34	LF	Trench safety (8'-12' deep)	\$ 8.00
H35	LF	Trench safety (12'-16' deep)	\$ 20.00
H36	LF	Trench safety (16'-20' deep)	\$ 35.00
H37	LF	Trench safety over 20' deep)	\$ 100.00
H38	EA	Install New 4' DIA precast manhole 0' - 6' deep	\$ 3,680.00
H39	VF	Extra depth 4' DIA precast manhole over 6' deep	\$ 414.00
H40	EA	Install New 5' DIA precast manhole 0' - 6' deep	\$ 5,680.00
H41	VF	Extra depth 5' DIA precast manhole over 6' deep	\$ 914.00
H42	EA	Install New 6' DIA precast manhole 0' - 6' deep	\$ 8,680.00
H43	VF	Extra depth 6' DIA precast manhole over 6' deep	\$ 1,214.00
H44	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	\$ 3,680.00
H45	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	\$ 414.00
H46	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	\$ 5,680.00
H47	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	\$ 914.00
H48	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	\$ 8,680.00
H49	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	\$ 1,214.00
H50	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	\$ 5,000.00
H51	VF	Extra Depth Type B Structure, greater than 6' depth	\$ 500.00
H52	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	\$ 6,500.00
H53	VF	Extra Depth Type C Structure, greater than 6' depth	\$ 500.00
H54	Ton	Cement stabilized sand	\$ 36.80
H55	Ton	Granular backfill/Crushed Rock	\$ 27.60
H56	CY	Flowable Fill	\$ 120.00
H57	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	\$ 6,200.00
H58	LF	Extra length dewatering over 20 linear feet	\$ 46.00
H59	DAY	Operation Maintain Well Points by the Day	\$ 300.00
H60	CY	Extra hand excavation	\$ 69.00

SECTION - I**Horizontal Directional Drilling (HDD):**

I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 36.80
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 36.80
I3	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 46.00
I4	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 46.00
I5	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 9.20
I6	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
I7	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
I8	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
I9	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
I10	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 18.40
I11	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
I12	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
I13	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
I14	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 27.60
I16	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
I17	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
I18	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
I19	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
I20	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 27.60
I21	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
I22	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
I23	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80
I24	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
I25	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	\$ 27.60
I26	IN/DIA/LF	27"-36" Installation of pipe clay ground conditions (pipe cost excluded)	\$ 27.60
I27	IN/DIA/LF	27"-36" Installation of pipe loose sand ground conditions (pipe cost excluded)	\$ 27.60
I28	IN/DIA/LF	27"-36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	\$ 36.80

129	IN/DIA/LF	27"-36" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	\$ 36.80
130	IN/DIA/LF	27"-36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	\$ 36.80
131	EA	Access Pit for Directional Drill (0'-8' deep)	\$ 3,500.00
132	EA	Access Pit for Directional Drill (8'-12' deep)	\$ 5,000.00
133	EA	Access Pit for Directional Drill (12'-16' deep)	\$ 8,000.00
134	EA	Access Pit for Directional Drill (16'-20' deep)	\$ 8,000.00
135	EA	Access Pit for Directional Drill (over 20' deep)	\$ 920.00
136	LS	2"-4" Set-up for contiguous lengths <150 lf	\$ 920.00
137	LS	6"-8" Set-up for contiguous lengths <150 lf	\$ 920.00
138	LS	10"-12" Set-up for contiguous lengths <150 lf	\$ 920.00
139	LS	15"-18" Set-up for contiguous lengths <150 lf	\$ 920.00
140	LS	21"-24" Set-up for contiguous lengths <150 lf	\$ 920.00
141	LS	27"-36" Set-up for contiguous lengths <150 lf	\$ 920.00

Note: Pipe cost excluded from above prices.

SECTION - J**Bypass Pumping for Gravity Pipe and Associated Items:**

J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	\$ 1,200.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	\$ 2,400.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	\$ 5,500.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	\$ 8,700.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	\$ 13,500.00
J6	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	\$ 18.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	\$ 24.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	\$ 44.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	\$ 66.00
J10	DAY	Operate 4" pumping System per pump	\$ 250.00
J11	DAY	Operate 6" pumping System per pump	\$ 1,440.00
J12	DAY	Operate 8" pumping System per pump	\$ 2,820.00
J13	DAY	Operate 12" pumping System per pump	\$ 4,420.00
J14	DAY	Operate 18" pumping System per pump	\$ 8,880.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	\$ 1,500.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	\$ 1,500.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	\$ 46.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	\$ 46.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	\$ 46.00

SECTION - K**Pressure Pipe Lining and Reinforced Pressure Pipe Lining System:****Potable Pressure Pipelines**

K1	LF	6" Installation of Pressure Pipe Lining	\$ 120.00
K2	LF	8" Installation of Pressure Pipe Lining	\$ 135.00
K3	LF	10" Installation of Pressure Pipe Lining	\$ 155.00
K4	LF	12" Installation of Pressure Pipe Lining	\$ 172.00
K5	LF	15" Installation of Pressure Pipe Lining	\$ 195.00
K6	LF	18" Installation of Pressure Pipe Lining	\$ 235.00
K7	LF	21" Installation of Pressure Pipe Lining	\$ 262.00
K8	LF	24" Installation of Pressure Pipe Lining	\$ 293.00
K9	LF	27" Installation of Pressure Pipe Lining	\$ 320.00
K10	LF	30" Installation of Pressure Pipe Lining	\$ 395.00
K11	LF	33" Installation of Pressure Pipe Lining	\$ 460.00
K12	LF	36" Installation of Pressure Pipe Lining	\$ 506.00
K13	LF	39" Installation of Pressure Pipe Lining	\$ 582.00
K14	LF	42" Installation of Pressure Pipe Lining	\$ 690.00
K15	LF	48" Installation of Pressure Pipe Lining	\$ 920.00
K16	LF	54" Installation of Pressure Pipe Lining	\$ 1,100.00

Non-Potable Pressure Pipelines

K17	LF	6" Reinforced Pressure Pipe Lining	\$ 90.00
K18	LF	8" Reinforced Pressure Pipe Lining	\$ 110.00
K19	LF	10" Reinforced Pressure Pipe Lining	\$ 130.00
K20	LF	12" Reinforced Pressure Pipe Lining	\$ 150.00
K21	LF	15" Reinforced Pressure Pipe Lining	\$ 170.00
K22	LF	18" Reinforced Pressure Pipe Lining	\$ 210.00
K23	LF	21" Reinforced Pressure Pipe Lining	\$ 232.00
K24	LF	24" Reinforced Pressure Pipe Lining	\$ 285.00
K25	LF	27" Reinforced Pressure Pipe Lining	\$ 320.00
K26	LF	30" Reinforced Pressure Pipe Lining	\$ 365.00
K27	LF	33" Reinforced Pressure Pipe Lining	\$ 430.00
K28	LF	36" Reinforced Pressure Pipe Lining	\$ 506.00
K29	LF	39" Reinforced Pressure Pipe Lining	\$ 555.00
K30	LF	42" Reinforced Pressure Pipe Lining	\$ 670.00
K31	LF	48" Reinforced Pressure Pipe Lining	\$ 900.00
K32	LF	54" Reinforced Pressure Pipe Lining	\$ 1,000.00
K33	EA	6" Installation of End Seal	\$ 1,380.00
K34	EA	8" Installation of End Seal	\$ 1,380.00

K35	EA	10" Installation of End Seal	\$ 1,380.00
K36	EA	12" Installation of End Seal	\$ 1,380.00
K37	EA	15" Installation of End Seal	\$ 1,840.00
K38	EA	18" Installation of End Seal	\$ 2,300.00
K39	EA	21" Installation of End Seal	\$ 2,300.00
K40	EA	24" Installation of End Seal	\$ 2,760.00
K41	EA	27" Installation of End Seal	\$ 2,760.00
K42	EA	30" Installation of End Seal	\$ 3,220.00
K43	EA	33" Installation of End Seal	\$ 3,220.00
K44	EA	36" Installation of End Seal	\$ 3,680.00
K45	EA	39" Installation of End Seal	\$ 3,680.00
K46	EA	42" Installation of End Seal	\$ 4,600.00
K47	EA	48" Installation of End Seal	\$ 4,600.00
K48	EA	54" Installation of End Seal	\$ 1,380.00
K49	EA	6" to 12" System set-up charge (<150 lf)	\$ 1,380.00
K50	EA	15" to 21" System set-up charge (<150 lf)	\$ 1,380.00
K51	EA	24" to 33" System set-up charge (<150 lf)	\$ 1,380.00
K52	EA	36" to 54" System set-up charge (<150 lf)	\$ 1,380.00

SECTION - L**Pressure Pipeline Bypass:**

L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	\$ 36.80
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	\$ 423.20
L3	Day	Operation of 2"- 4" AWWA approved bypass	\$ 920.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	\$ 46.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	\$ 469.20
L6	Day	Operation of 6"- 8" AWWA approved bypass	\$ 1,104.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	\$ 55.20
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	\$ 575.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	\$ 1,840.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	\$ 138.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	\$ 598.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	\$ 2,300.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	\$ 184.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	\$ 920.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	\$ 2,300.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	\$ 322.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	\$ 920.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	\$ 2,760.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	\$ 414.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	\$ 920.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	\$ 2,760.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	\$ 552.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	\$ 920.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	\$ 2,760.00

SECTION - M**Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning:**

M1	LF	6" Cleaning with pressure propelled pigs	\$ 9.20
M2	LF	8" Cleaning with pressure propelled pigs	\$ 9.20
M3	LF	10" Cleaning with pressure propelled pigs	\$ 9.20
M4	LF	12" Cleaning with pressure propelled pigs	\$ 13.80
M5	LF	15" Cleaning with pressure propelled pigs	\$ 13.80
M6	LF	18" Cleaning with pressure propelled pigs	\$ 13.80
M7	LF	21" Cleaning with pressure propelled pigs	\$ 18.40
M8	LF	24" Cleaning with pressure propelled pigs	\$ 18.40
M9	LF	27" Cleaning with pressure propelled pigs	\$ 18.40
M10	LF	30" Cleaning with pressure propelled pigs	\$ 18.40
M11	LF	33" Cleaning with pressure propelled pigs	\$ 36.80
M12	LF	36" Cleaning with pressure propelled pigs	\$ 36.80
M13	LF	42" Cleaning with pressure propelled pigs	\$ 36.80
M14	LF	48" Cleaning with pressure propelled pigs	\$ 36.80
M15	LF	54" Cleaning with pressure propelled pigs	\$ 13.80
M16	LF	6" Cleaning with scrapers or other attached tools	\$ 13.80
M17	LF	8" Cleaning with scrapers or other attached tools	\$ 13.80
M18	LF	10" Cleaning with scrapers or other attached tools	\$ 13.80
M19	LF	12" Cleaning with scrapers or other attached tools	\$ 18.40
M20	LF	15" Cleaning with scrapers or other attached tools	\$ 18.40
M21	LF	18" Cleaning with scrapers or other attached tools	\$ 18.40
M22	LF	21" Cleaning with scrapers or other attached tools	\$ 23.00
M23	LF	24" Cleaning with scrapers or other attached tools	\$ 23.00
M24	LF	27" Cleaning with scrapers or other attached tools	\$ 23.00
M25	LF	30" Cleaning with scrapers or other attached tools	\$ 32.20
M26	LF	33" Cleaning with scrapers or other attached tools	\$ 32.20
M27	LF	36" Cleaning with scrapers or other attached tools	\$ 36.80
M28	LF	42" Cleaning with scrapers or other attached tools	\$ 46.00
M29	LF	48" Cleaning with scrapers or other attached tools	\$ 55.20
M30	LF	54" Cleaning with scrapers or other attached tools	\$ 3.68
M31	LF	6" Pressure pipe inspection	\$ 3.68
M32	LF	8" Pressure pipe inspection	\$ 3.68

M33	LF	10" Pressure pipe inspection	\$ 4.60
M34	LF	12" Pressure pipe inspection	\$ 4.60
M35	LF	15" Pressure pipe inspection	\$ 4.60
M36	LF	18" Pressure pipe inspection	\$ 6.44
M37	LF	21" Pressure pipe inspection	\$ 6.44
M38	LF	24" Pressure pipe inspection	\$ 6.44
M39	LF	27" Pressure pipe inspection	\$ 6.44
M40	LF	30" Pressure pipe inspection	\$ 6.44
M41	LF	33" Pressure pipe inspection	\$ 6.44
M42	LF	36" Pressure pipe inspection	\$ 7.36
M43	LF	42" Pressure pipe inspection	\$ 7.36
M44	LF	48" Pressure pipe inspection	\$ 9.20
M45	LF	54" Pressure pipe inspection	\$ 13.80
M46	IN/DIA/LF	Tuberculation Removal (Pressure & Gravity Pipelines)	\$ 4.60

SECTION - N**Restoration and Additional Items:**

N1	LF	Saw Cutting up to 8" depth	\$ 4.00
N2	LF	Saw Cutting over 8" depth	\$ 10.00
N3	SY	Repair/Rehab 2" Asphalt pavement	\$ 46.00
N4	SY	Repair/Rehab 8" Flex base	\$ 36.80
N5	SY	Repair/Rehab 8" Concrete pavement	\$ 110.40
N6	SF	Repair/Rehab 6" Concrete driveway	\$ 18.40
N7	SF	Repair/Rehab 4" Concrete sidewalk	\$ 18.40
N8	LF	Repair/Rehab Concrete curb and gutter	\$ 32.20
N9	SY	Sodding	\$ 9.20
N10	LF	Repair/Rehab chain link fence with new	\$ 36.80
N11	LF	Repair/Rehab wooden fence with new	\$ 36.80
N12	CY	TOPSOIL COMPLETE	\$ 35.00
N13	CY	SANDING COMPLETE	\$ 22.00
N14	CY	MULCH COMPLETE	\$ 30.00
N15	LF	STRAW BALE BARRIER	\$ 20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	\$ 200.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	\$ 300.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	\$ 40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	\$ 63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	\$ 82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	\$ 122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	\$ 100.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	\$ 105.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	\$ 60.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	\$ 95.00
N26	LF	SILT FENCE TYPE A, COMPLETE	\$ 12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	\$ 8.00
N28	LF	ORANGE BARRIER FENCE	\$ 6.00
N29	EACH	HAY BALES COMPLETE	\$ 160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	\$ 10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	\$ 125.00

SECTION - O**Additional Labor Rates and Traffic Control:**

O1	HR	SUPERINTENDENT - REGULAR	\$ 25.00
O2	HR	FOREMAN - REGULAR	\$ 17.00
O3	HR	LABORER - REGULAR	\$ 12.00
O4	HR	TRUCK DRIVER - REGULAR	\$ 14.00
O5	HR	UTILITY - REGULAR	\$ 14.00
O6	HR	SUPERINTENDENT - OVER TIME	\$ 37.50
O7	HR	FOREMAN - OVER TIME	\$ 25.50
O8	HR	LABORER - OVER TIME	\$ 18.00
O9	HR	TRUCK DRIVER - OVER TIME	\$ 21.00
O10	HR	UTILITY - OVERTIME	\$ 21.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	\$ 3,500.00
O12	EA	Traffic Control Plan (per setup)	\$ 2,500.00
O13	HR	Flagmen	\$ 27.60
O14	HR	Uniformed Officers	\$ 45.00
O15	EA	SWPPP	\$ 2,500.00

SECTION - P**Crew Travel & Mobilization:**

P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	\$ 6,900.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	\$ 6,900.00

P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	\$ 6,900.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	\$ 4,600.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	\$ 3,680.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	\$ 3,680.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	\$ 2,500.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	\$ 3,680.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	\$ 2,500.00
P10	EA	Travel and Mobilization- TML Region 11 (Coastal Bend-Corpus Christi)	\$ 6,900.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	\$ 9,200.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	\$ 2,500.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	\$ 2,500.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	\$ 3,680.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	\$ 3,680.00
P16	EA	Travel and Mobilization - Oklahoma	\$ 10,000.00
P17	EA	Travel and Mobilization - Louisiana	\$ 7,500.00
P18	EA	Travel and Mobilization - Colorado	\$ 20,000.00
P19	EA	Travel and Mobilization - Arkansas	\$ 15,000.00
P20	EA	Travel and Mobilization - Missouri	\$ 20,000.00
P21	EA	Travel and Mobilization - Kansas	\$ 20,000.00

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: June 1, 2020

Date submitted: 4/21/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the purchase of Public Works software.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In 2015, the City began the process to move away from the HTE system and moved to Tyler Incode. After this move, the Public Works department was still operating on the old system as the Tyler Incode solution did not have an operational module that suited the needs for Public Works.

Last year, several solutions were looked at for the replacement of the HTE program as the system is no longer under any software maintenance and has limited hardware support. The initial quotes were collected and put into a decision packet totaling \$85,000 for the FY 2020 adopted budget. After reviewing 6 vendors with the budget approved, the committee narrowed down the selection to 3 vendors.

With the final solutions, a second demo was presented to the committee and follow –up questionnaires were sent to the vendors. A scoring card was created with the follow up questions carrying a grading level based off of the committee's level of importance. Upon the score cards findings, CityWorks was graded above all the other solutions.

The new CityWorks solution will come with many advances for staff as well as the citizens. Staff will be able to track costs with various projects and assets to show true cost of items. Staff will also have the ability to work with technology to create jobs, accept jobs, and complete jobs while out in the field via a tablet and the application. Citizens will have the ability to engage with concerns via the Citizen Engagement portal. This will allow a resident to submit various concerns so that Public Works can review the concern and then address it.

The software package and implementation services will be purchased through the Texas BuyBoard Technology Vendor, SHI Government Solutions (Contract #579-19).

The year-1 cost for the purchase of the software package, data conversion, implementation and training is \$144,627. The FY20 adopted budget included funding in the amount of \$86,627 in the General Fund. An additional \$58,000 was appropriated from Water & Sewer Fund Working Capital on FY20 budget amendment VI to account for the 40% use of the software by water and sewer operations in the Public Works department.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The current system has no opportunity to address the outdated programming, lack of software maintenance, or limited hardware maintenance coverage. As the system is well over 10 years old now, parts for the system are hard to come by along with limited technical expertise to work on the system. Without a solution in place in the near future, we risk the ability to get records from the current system and potentially not having any solution in place for Public Works.

RECOMMENDATIONS

The committee is recommending the CityWorks solution and approval to proceed with the software implementation project.

ATTACHMENTS

1. LKHW169 (On Premise Hosting Storage Equipment)
2. SHI Quote-18820559 (Year 1 Cost)
3. SHI Quote-18820832 (Year 2 Cost)
4. SHI Quote-18821711 (Year 3 Cost)
5. Pricing Details

QUOTE CONFIRMATION



DEAR JAMES OBRIEN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LKHW169	4/30/2020	SYNOLOGY EXPANSION PROJECT	2743105	\$18,502.62

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Synology RX1217RP - storage enclosure Mfg. Part#: RX1217RP UNSPSC: 43201616 Contract: MARKET	2	4242540	\$2,214.41	\$4,428.82
Seagate Exos X16 ST16000NM001G - hard drive - 16 TB - SATA 6Gb/s Mfg. Part#: ST16000NM001G UNSPSC: 43201803 Contract: MARKET	24	5643212	\$567.46	\$13,619.04
Synology RKS1317 - rack slide rail kit Mfg. Part#: RKS1317 UNSPSC: 43201407 Contract: MARKET	2	4253726	\$103.62	\$207.24

PURCHASER BILLING INFO	SUBTOTAL	\$18,255.10
Billing Address: CITY OF FRIENDSWOOD ACCOUNTS PAYABLE PO BOX 1288 FRIENDSWOOD, TX 77549-1288 Phone: (281) 996-3217 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$247.52
	SALES TAX	\$0.00
	GRAND TOTAL	\$18,502.62
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF FRIENDSWOOD 910 S FRIENDSWOOD DR IT DEPT FRIENDSWOOD, TX 77546-4856 Shipping Method: UPS Ground		

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Raimondi

(877) 685-2969

johnrai@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Pricing Proposal
Quotation #: 18820559
Created On: 4/30/2020
Valid Until: 7/21/2020

City of Friendswood TX

Inside Account Executive

James O'Brien

910 S Friendswood Drive
Friendswood, TX 77546
United States
Phone: 281-996-3217
Fax:
Email: jobrien@friendswood.com

Steve Katz

SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Phone: 732-652-3094
Fax: 732-564-8050
Email: steve_katz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ELA - Server AMS STANDARD Cityworks Empowering GIS - Part#: NPN-CITYW-ELASE-A Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 10/15/2020 – 10/14/2021	1	\$24,725.27	\$24,725.27
2 Citizen Engagement API Cityworks Empowering GIS - Part#: NPN-CITYW-CITI-A Contract Name: BuyBoard - Technology Contract #: 579-19	1	\$0.00	\$0.00
3 Installation Cityworks Empowering GIS - Part#: Install Contract Name: BuyBoard - Technology Contract #: 579-19	1	\$101,400.00	\$101,400.00
Total			\$126,125.27

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 18820832
Created On: 4/30/2020
Valid Until: 4/30/2021

City of Friendswood TX

James O'Brien

910 S Friendswood Drive
Friendswood, TX 77546
United States
Phone: 281-996-3217
Fax:
Email: jobrien@friendswood.com

Inside Account Executive

Steve Katz

SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Phone: 732-652-3094
Fax: 732-564-8050
Email: steve_katz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ELA - Server AMS STANDARD Cityworks Empowering GIS - Part#: NPN-CITYW-ELASE-A Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 10/15/2021 – 10/14/2022	1	\$39,945.65	\$39,945.65
2 Citizen Engagement API Cityworks Empowering GIS - Part#: NPN-CITYW-CITI-A	1	\$0.00	\$0.00
Shipping			\$54.36
Total			\$40,000.01

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal
Quotation #: 18821711
Created On: 4/30/2020
Valid Until: 5/31/2020

City of Friendswood TX

Inside Account Executive

James O'Brien

910 S Friendswood Drive
Friendswood, TX 77546
United States
Phone: 281-996-3217
Fax:
Email: jobrien@friendswood.com

Steve Katz

SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Phone: 732-652-3094
Fax: 732-564-8050
Email: steve_katz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ELA - Server AMS STANDARD Cityworks Empowering GIS - Part#: NPN-CITYW-ELASE-A Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 10/15/2022 – 10/14/2023	1	\$52,173.91	\$52,173.91
2 Citizen Engagement API Cityworks Empowering GIS - Part#: NPN-CITYW-CITI-A Contract Name: BuyBoard - Technology Contract #: 579-19	1	\$0.00	\$0.00
Shipping			\$54.36
Total			\$52,228.27

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Public Works Software Package & Implementation Costs		
Item Description	Year 1	Year 2
SHI - CityWorks (Software Package)	\$24,725.27	\$40,000.01
SHI - NewEdge (Install & Implementation)	\$101,400.00	\$1,250.00
Friendswood IT (storage to host platform on prem)	\$18,502.62	
Total	\$144,627.89	\$41,250.01
Pricing Details		
SHI - CityWorks (Software Package)	\$24,725.27	\$40,000.01
NewEdge (Install & Implementation)	Implementation - \$66,900 Data Import - \$5,500 Respond Module - \$2,500 Mobile App - \$2,500 GIS Asset Inventory App - \$12,500 SHI - BuyBoard Fee - \$6,500 Unique ID Tool \$5,000	Unique ID tool support \$1,250
Friendswood IT (storage to host platform on prem)	Additional storage solution \$18,502.62	

Year 3
\$52,228.27
\$1,250.00
\$53,478.27
\$52,228.27
Unique ID tool support \$1,250

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 1, 2020

Date submitted: 5/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding an interlocal agreement with the Harris County Flood Control District for the operation and maintenance of weather gauges located in Galveston County.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City wishes to partner with the Harris County Flood Control District (HCFCD) to install and maintain new gage stations within Galveston County.

The current weather station located at the Friendswood Public Safety Building was installed with grant funds in late 2009. A new weather station that will be owned by the City, will be able to provide measures of rainfall amounts, wind direction and speed, air temperature, barometric pressure, and humidity. The cost of the new weather station (equipment and installation) and ongoing maintenance expense are included in the FY20 adopted budget within the Fire Marshal/Emergency Management department.

Two new creek gages will be added to the system;

1) West Castlewood @ Coward's Creek; 2) S. Friendswood Dr. at Chigger Creek.

These new gages will be tied to the Harris County Flood Warning System, located on the website: www.harriscountyfws.org.

Harris County Commissioners Court approved HCFCD to negotiate an interlocal agreement with the City on Feb 24, 2020.

Unassigned General Fund balance in the amount of \$21,100 is needed for the purchase and installation of the 2 new flood stream gages. This appropriation request will be included on FY20 budget amendment VII to be presented to Council for approval on June 1, 2020.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This interlocal agreement is needed with Harris County Flood Control District (HCFCD) to install these weather gages and include them on the Flood Warning System.

RECOMMENDATIONS

Recommendation is for Council to approve and authorize the City Manager to enter into an interlocal agreement with HCFCD for the installation and maintenance of weather gages in Friendswood.

ATTACHMENTS

1. HCFCD Interlocal Agreement
2. 031020 AGENDA ATN CO FRIENDSWOOD 2020-204

**INTERLOCAL AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF GAGE STATIONS
BETWEEN CITY OF FRIENDSWOOD AND
THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

This interlocal agreement ("Agreement") is made and entered into between the **City of Friendswood**, a municipal corporation located in Harris and Galveston Counties, Texas ("City"), and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas ("District").

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, the natural resources and functions of rivers, streams, bayous and channels help maintain the integrity of natural and manmade systems and provide multiple benefits such as the conveyance and storage of flood waters, recreation, the improvement of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS, the periodic flows from rainwater have the potential to cause extensive damage to property and loss of life; and

WHEREAS, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

WHEREAS, the City desires that the District install three (3) gage stations and maintain a total of three (3) gage stations that will be owned by the City that measure rainfall amounts and water levels in channels; and

WHEREAS, the three (3) gage stations will transmit their data to the District's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, the City may request additional gage stations to be installed and maintained at any time during this Agreement by submitting a written request to the District; and

WHEREAS, the District has determined that maintaining the City owned gage stations would increase the efficiency and effectiveness of a District purpose, and benefit the citizens of Harris County and within the jurisdiction of the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the City and the District hereby agree as follows:

I. Gage Stations

The parties have agreed upon the terms, provided below, whereby the District will install three (3) gage stations, and will then maintain the three (3) gage stations.

During the term of this Agreement, the parties may, but shall not be obligated to, by an exchange of letters between the City and the District, agree to the installation and maintenance of additional gage stations, subject to the encumbrance and payment of additional funds.

II. District Responsibilities

The District will:

- A. Conduct an initial inspection and assessment of each installation site within sixty (60) days of the Effective Date of this Agreement, and provide the City a brief report of the condition of each new gage location.
- B. Install three (3) new gage stations at a location jointly agreed to by the parties. The District may install additional gage stations upon request by the City during the term of this Agreement for additional consideration, as agreed to by the parties and as provided herein.
- C. Provide preventative maintenance labor to the three (3) gage stations on a bi-annual schedule (such maintenance to occur approximately six months apart). Preventative maintenance on transmitters, rain gage tipping buckets, water level devices, and solar panels will be to the District standards. Additionally, recommendations will be provided for future site and system wide upgrades.
- D. Add the sites to their publically available Flood Warning System (FWS) website once the gage stations are operational. Data provided by these gages will remain on the FWS website until such time this Agreement is terminated.
- E. Provide the City with a written summary report of the work performed within two (2) work weeks of completing a maintenance cycle, including items such as problems noted and fixed equipment settings, and calibrations from the preventative maintenance performed.
- F. Review City gage station data to verify timely and accurate data flow and determine any potential sensor concerns.
- G. Troubleshoot and provide repair as needed between preventative maintenance upon validation of equipment failure or other problem at the gage stations as weather and site conditions safely permit. The District has forty-eight (48) hours to acknowledge the problem or equipment failure and determine how to correct it. The District will alert the City of the problem, the anticipated course of action for correction, and when the gage station is successfully repaired.
- H. Maintain an accurate survey of gage station site elevations using determined benchmark elevations.

- I. Perform these same services for each additional gage station installed by the District at the City's request, if any.
- J. Not incur any financial commitment under this Agreement.

III. City Responsibilities

The City will:

- A. Maintain an inventory of replacement parts for the gage stations at the City and be prepared to provide the District access to the inventory within a forty-eight (48) hour notice. The City will provide an inventory status report of the replacement parts to the District quarterly. Should the District require a part that is not within the City inventory to repair a gage station, the City will purchase the required part and provide to the District for installation, within fourteen (14) days of notice by the District of the needed part.
- B. Pay the District Nine Thousand One Hundred Fifty and No/100 Dollars (\$9,150.00) within thirty (30) days of the Effective Date of this Agreement as consideration for the District's effort to install three (3) gage stations.
- C. Pay the District an annual maintenance fee within thirty (30) days of each anniversary of the Effective Date of this Agreement for each City gage station that will be maintained by the District that year at a cost of Seven Hundred and No/100 Dollars (\$700.00) per gage station, totaling Two Thousand One Hundred and No/100 Dollars (\$2,100.00) on the first anniversary, but which cost may be adjusted yearly thereafter at the discretion of the District to reflect increased expenses.
- D. Pay additional installation fees and maintenance fees as agreed upon by the parties within two (2) weeks of each newly requested gage station being installed to cover all the District expenses not covered by the prepaid annual maintenance fee.
- E. The City will remit all payments to:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attn: Financial Manager
- G. Retain full ownership of the gage stations and provide any necessary replacement parts for lost, damaged, or destroyed gages.
- H. Provide the District access to perform required work and maintenance.
- I. Keep gage sites mowed, free of debris to support proper gage function, and accessible for the District.

IV. Term of Agreement

This Agreement shall be for a period of one year beginning on the Effective Date. Thereafter, this Agreement shall automatically renew annually for a period of ten years unless terminated as provided herein.

This Agreement may be terminated by either party, without cause, by sending thirty (30) days' advance written notice to the other party. Within sixty (60) days of termination by either party, the District shall return the City funds provided under this Agreement, if any, less costs incurred by the District for services performed prior to the effective date of such termination.

V. Notice

Any notice required to be given by one party to another must be given in writing addressed to the party by: (a) delivering the notice in person; (b) depositing the notice in the U.S. Mail, certified or registered, return receipt requested, postage prepaid; (c) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (d) sending the notice by telefax with confirming copy sent by mail. Notice is deemed effective when received by the party to be notified. Any address for notice may be changed by written notice as provided herein. Notice shall be given to the parties at the following addresses:

For the City: City of Friendswood
Attn: Fire Marshal / Emergency Management Coordinator
910 S. Friendswood Drive
Friendswood, Texas 77546

With a copy to: City of Friendswood
Attn: Engineering
910 S. Friendswood Drive
Friendswood, Texas 77546

For the District: Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attn: Jeff Lindner, Director Hydrologic Operations Division

With a copy to: Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attn: Executive Director

VI. Miscellaneous

- A. It is expressly understood and agreed by the parties to this Agreement that no party shall be held liable for the actions of another party to this Agreement while in any manner furnishing services hereunder. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party.

- B. In the event the District fails or refuses to perform any of its obligations herein, City's sole remedy shall be to terminate this Agreement.
- C. Each party to this Agreement shall be solely responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs, arising from that party's negligence in the performance of this Agreement in accordance with applicable law.
- D. This Agreement shall be construed under and in accord with the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement will be held in Harris County.
- E. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
- F. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
- G. This Agreement may be amended only by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the last date written below (Effective Date).

APPROVED AS TO FORM:

HARRIS COUNTY FLOOD CONTROL
DISTRICT

VINCE RYAN
Harris County Attorney

By _____
MITZI TURNER
Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

Date: _____

APPROVED AS TO FORM:

CITY OF FRIENDSWOOD

_____ Attorney

By: _____
MARY KAY FISCHER
City Attorney

By: _____
MORAD KABIRI
City Manager

By _____
MELINDA WELSH
City Secretary

Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the County of Houston, Texas, on _____, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 FOR INSTALLATION OF GAGE STATIONS
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND CITY OF FRIENDSWOOD**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	☐	☐	☐
NAYS:	Comm. Rodney Ellis	☐	☐	☐
ABSTENTIONS:	Comm. Adrian Garcia	☐	☐	☐
	Comm. Steve Radack	☐	☐	☐
	Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, the natural resources and functions of rivers, streams, bayous and channels help maintain the integrity of natural and manmade systems and provide multiple benefits such as the conveyance and storage of flood waters, recreation, the improvement of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS, the periodic flows from rainwater have the potential to cause extensive damage to property and loss of life; and

WHEREAS, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

WHEREAS, the City desires that the District install three (3) gage stations and maintain a total of three (3) gage stations that will be owned by the City that measure rainfall amounts and water levels in channels; and

WHEREAS, the three (3) gage stations will transmit their data to the District's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, the City may request additional gage stations to be installed and maintained at any time during this Agreement by submitting a written request to the District; and

WHEREAS, the District has determined that maintaining the City owned gage stations would increase the efficiency and effectiveness of a District purpose, and benefit the citizens of Harris County and within the jurisdiction of the City.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and between the Harris County Flood Control District and City of Friendswood, for the installation of three (3) gage stations to gather, disseminate and relay stream elevation and rainfall data through the Harris County Flood Control District's Flood Warning System, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: The Executive Director of the Harris County Flood Control District or his designee is hereby authorized to perform any and all necessary acts within the scope of the terms and conditions of the Agreement to accomplish the purpose of this order.

MEMORANDUM

DATE: April 13, 2020

TO: Vince Ryan
Harris County Attorney

ATTN: Mitzi Turner
Assistant County Attorney

FROM: HYDROLOGIC OPERATIONS DIVISION

RE: Interlocal Agreement for Installation and Maintenance of Gage Stations
City of Friendswood
Agreement No. 2020-204

The Harris County Commissioners Court on March 10, 2020, authorized the Flood Control District to negotiate an Agreement with the City of Friendswood for installation and maintenance of gage stations to gather disseminate and relay stream elevation and rainfall data through the District's flood warning system.

Attached is a draft Agreement. It is requested that your office review the Agreement and approve the Agreement for execution by the City of Friendswood and County Judge Lina Hidalgo on behalf of the District.

Please return to this office no later than March 15, 2020.

The District appreciates your assistance and cooperation in this matter. Please feel free to contact me should you require additional information or clarification.

Sincerely,

APPROVED:

Jeremy Justice
Flood Warning System

Jeff Lindner
Director of Hydrologic Operations

JJ:KLT:kl
Attachment: Draft Agreement

cc: Contract File

hod Friendswood 2020-204.docx



CERTIFIED MAIL # _____
RETURN RECEIPT REQUESTED

Attention: __, P.E.

Reference: Interlocal Agreement
Installation and Maintenance of Gage Stations
Agreement No. _____

Dear _____

Harris County Commissioners Court approved the above referenced interlocal agreement between _____ and the Harris County Flood Control District on _____. Enclosed is a copy of the agreement for your records.

Should you have any questions, please contact Mr. Jeremy Justice.

Sincerely,

Keena Tarrant
Agreement Coordinator
Financial & Technical Services Division

'klt
Enclosure: Agreement

cc: Contract File

INSTALL MAINTENANCE GAGE STATION 2020.DOCX

COURT LETTER SUBMITTAL

Interlocal Agreement

Consultant: City of Friendswood

Agreement No. 2020-204

Description: for installation and maintenance of gage stations by the District to measure rainfall amounts and water levels in channels, bayous, and detention basins for reporting on the public Harris County Flood Warning System website.

Authorization: 03-10-2020

Projected Court Date: _____

APPROVED:

Jeremy Justice

Date

Jeff Lindner

Date

Matt Zeve

Date

'klt

COPY TO: Myron Lopez
Jeremy Ratcliff
Matt Lopez
Will Sherman

COURT LETTER SUBMITTAL

AUTHORIZATION TO NEGOTIATE AN INTERLOCAL AGREEMENT

Consultant: City of Friendswood

Description: for the installation and maintenance of gage stations to gather, disseminate and relay stream elevation and rainfall data through the District's Flood Warning System

BOND PROGRAM MAP ID N/A

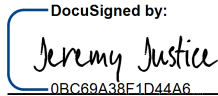
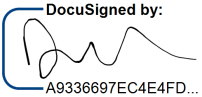
HCFCF Project ID: N/A **AGREEMENT NO. 2020-204**

Amount of Proposed Contract: N/A

Precinct: N/A

Projected Court Date: 03-10-2020

APPROVED:

DocuSigned by:  0BC69A38F1D44A6	2/24/2020
_____ Jeremy Justice	_____ Date
DocuSigned by:  A9336697EC4E4FD...	2/24/2020
_____ Jeff Lindner	_____ Date
DocuSigned by:  C2B8129E8CC54EB...	2/24/2020
_____ Matt Zeve	_____ Date

Copied to:
Myron Jones
Jeremy Ratcliff
Matt Lopez
Will Sherman

FORWARD TO Y. MARTINEZ FOR PLACEMENT ON COMMISSIONERS COURT AGENDA

031020 AGENDA ATN CO FRIENDSWOOD 2020-204.docx

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: June 1, 2020

Date submitted: 5/5/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution R2020-14: A resolution of the City of Friendswood authorizing the adoption of the Harris County Multi-Hazard Mitigation Action Plan update.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In late 2016 council approved the City of Friendswood letter of intent to partner with Harris County for the update for the Multi-Hazard Action Plan. FEMA has approved the Harris County Plan. All jurisdictions included in the plan must formally adopt the plan.

The City of Friendswood Hazard Mitigation Plan is set to expire in November 2020. The City of Friendswood is also part of the 2017-2022 Galveston County Hazard Mitigation Plan and have signed a letter of intent to be included in the 2022-2027 revision.

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.

Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The full version of the plans can be viewed at <https://www.readyharris.org/Contact/After-Action-Reports-And-Other-Resources/Mitigation-Planning>

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Once the Hazard Mitigation Plan is adopted by all of the jurisdictional partners and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding under the suite of hazard mitigation grants provided under FEMA's Hazard Mitigation Assistance (HMA) program.

RECOMMENDATIONS

Recommendation is made for City Council to approve the resolution authorizing the adoption of the Harris County Multi-Hazard Mitigation Action Plan.

ATTACHMENTS

1. R2020-14 HC MAP
2. HarrisCounty-Vol1_Introduction
3. HarrisCounty-Vol2_Friendswood

RESOLUTION NO. R2020-14

**A RESOLUTION OF THE CITY OF FRIENDSWOOD
AUTHORIZING THE ADOPTION OF THE HARRIS
COUNTY MULTI-HAZARD MITIGATION ACTION PLAN
UPDATE.**

WHEREAS, all of Harris County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Harris County, Cities, Villages, and Special Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Harris County Operational Area planning area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

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

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

Section 2. That the City Council of the City of Friendswood, Texas, adopts in its entirety, Volume I and the introduction, chapter Seven (7) the City of Friendswood jurisdictional annex, and the appendices of Volume II of the Harris County Multi-Hazard Mitigation Action Plan (HMP).

Section 3. That the City of Friendswood, Texas, will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.

Section 4. That the City of Friendswood, Texas, will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.

Section 5. That the City of Friendswood, Texas, will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP.

Section 6. That the City of Friendswood, Texas, will help to promote and support the mitigation successes of all HMP Planning Partners.

PASSED, APPROVED, AND ADOPTED this the 1st day of June, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



Harris County Multi-Hazard Mitigation Action Plan

Volume 1—Area-Wide Elements

April 2020



TETRA TECH



Harris County Multi-Hazard Mitigation Action Plan

Volume 1—Area-Wide Elements

April 2020

PREPARED FOR

**Harris County Office of Homeland Security and
Emergency Management**

6922 Katy Road
Houston, Texas 77024

PREPARED BY

Tetra Tech

1999 Harrison Street
Suite 500
Oakland, CA 94612

Phone: 510.302.6300
Fax: 510.433.0830
www.tetrattech.com

Tetra Tech Project #103S5992

HarrisCounty-Vol1_FINAL_2020-04.docx

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- Federal Emergency Management Agency Region VI
- Insurance Services Office
- Texas Water Development Board
- Bayou City Waterkeeper
- Coalition for Environment, Equity and Resilience
- Cypress Creek Flood Control Coalition
- Alamo Trust
- American Institute of Architects, Houston Chapter
- Bleyl Engineering
- Houston Hospice
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- Preservation Houston
- Texas Children's Hospital
- Texas Medical Center
- University of Houston, College of Engineering
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- Greater Houston Partnership
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- NAACP Houston
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- Buffalo Bayou Partnership
- Armand Bayou Nature Center
- American Society of Adaptation Professionals - Houston
- Sierra Club Houston
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- Texas Division of Emergency Management
- Texas General Land Office
- Texas Water Development Board
- Texas Forest Service
- San Jacinto River Authority
- U.S. Army Corps Galveston District
- Houston Galveston Subsidence District
- Brazoria County
- Chamber County
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EXECUTIVE SUMMARY

Hazard mitigation planning for Harris County identifies ways to reduce risk from foreseeable natural hazards that may impact the county. Harris County prepared an initial hazard mitigation plan in 2015, with cities and special purpose jurisdictions in the county participating as partners in the plan. Since the completion of that plan, the County has continued to experience major growth in residential, commercial and infrastructure development.

Over the last five years, 70,390 development permits were issued in Harris County, and the number of residential properties increased by 13 percent. Over the last decade, population outside the Sam Houston Tollway grew faster than the area inside the tollway, adding to development across the county. Current and future development in hazard prone areas may increase risks, impacts and vulnerabilities of people and property in the county.

To address these changes, and to meet federal requirements for keeping hazard mitigation plans current, Harris County has completed the 2020 *Harris County Multi-Hazard Mitigation Action Plan*—the first update to the initial 2015 plan. In preparing it, Harris County again partnered with local cities and special-purpose jurisdictions—38 planning partners in all. Such multi-jurisdictional planning allows these partners to pool resources and eliminate redundant activities within an area that has uniform risk exposure and vulnerabilities.

This hazard mitigation plan reduces risk for those who live in, work in, and visit Harris County. The resources and background information in the plan are applicable across the county, and the plan’s goals and recommendations lay groundwork for local mitigation activities and partnerships.

COMMUNITY INVOLVEMENT IN THE HAZARD MITIGATION PLAN UPDATE

This planning effort was led by a core planning team of staff from the Harris County Office of Homeland Security and Emergency Management (HCOHSEM) and consultant Tetra Tech, Inc. The broader Harris County community participated in the development of the update through the following activities:

- **Defining Stakeholders**—The team identified stakeholders to engage during the update. “Stakeholder” was defined as any person or entity that owns or operates facilities that would benefit from the mitigation actions of this plan or has a capability to support hazard mitigation actions.
- **Establishing the Planning Partnership**—The team identified eligible local governments to engage through this plan update process. Over 50 eligible local governments were identified by this screening process for additional outreach. Ultimately, 38 participated as full planning partners (see Table ES-1).
- **Forming the Steering Committee**—Harris County established a 32-member Steering Committee that represents the entire planning partnership to oversee the planning process.
- **Reviewing Previous Hazard Mitigation Plan and Existing Programs**—The planning team and Steering Committee reviewed the 2015 hazard mitigation plan, as well as all laws, ordinances and programs in effect within the county that can affect hazard mitigation actions.
- **Public Outreach**—The update effort included a website describing update activities, a survey distributed throughout the county to gather public input, the use of social media and informational bulletins to report on update activities, and public meetings to explain the update process and gather feedback. More than 1,600 people completed surveys, and thousands attended the various public outreach events.

Table ES-1. Hazard Mitigation Planning Partners Covered Under This Plan

Harris County	City of Humble	City of Seabrook	Houston Independent School District
City of Baytown	City of Hunters Creek Village	City of Shoreacres	Huffman Independent School District
City of Bellaire	City of Jersey Village	City of Spring Valley Village	Pasadena Independent School District
City of Bunker Hill Village	City of Katy	City of Stafford	Houston Community College
City of Deer Park	City of La Porte	City of Taylor Lake Village	Lone Star College
City of El Lago	City of Missouri City	City of Tomball	University of Houston
City of Friendswood	City of Morgan's Point	City of Webster	Harris County Emergency Services District 12
City of Galena Park	City of Nassau Bay	City of West University Place	Texas Medical Center
City of Hedwig Village	City of Pasadena	Harris County Flood Control District	Harris County Hospital District (dba Harris Health System)
City of Hilshire Village	City of Piney Point Village		

PLANNING AREA, HAZARDS OF CONCERN, AND RISK ASSESSMENT

The planning area for this hazard mitigation plan update was defined to consist of the unincorporated county, incorporated cities, and special-purpose districts within the greater Harris County metropolitan area, as well as portions of neighboring counties where any individual planning partners have jurisdiction. The Steering Committee considered the full range of natural hazards that could affect the planning area and then identified those that present the greatest concern.

Risk assessment is the process of estimating the potential loss of life, personal injury, economic injury, and property damage resulting from identified hazards. The risk assessments in this plan describe the risks associated with each identified hazard of concern. The following steps were used to assess the risk of each hazard:

- **Identify and profile each hazard**
- **Determine “exposure” to each hazard**—Exposure was assessed by overlaying hazard maps with an inventory of structures, facilities, and systems to decide which of them would be exposed to each hazard.
- **Assess the “vulnerability” of exposed facilities**—Vulnerability of exposed structures and infrastructure was evaluated by interpreting the probability of occurrence of each event and assessing potential damage to structures, facilities, and systems that are exposed to each hazard.

Table ES-2 summarizes the findings of the risk assessment.

RISK RANKING

This update includes a risk ranking protocol for each planning partner, in which “risk” was calculated by multiplying probability by impact on people, property and the economy. The risk estimates were generated using methodologies promoted by the Federal Emergency Management Agency. The Steering Committee reviewed, discussed and approved the methodology and results. The countywide ranking results are listed in Table ES-3. All planning partners ranked risk for their own jurisdictions following the same methodology.

MISSION STATEMENT, GOALS AND OBJECTIVES

Table ES-4 lists the mission statement, goals and objectives for this hazard mitigation plan update, as established by the Steering Committee.

Table ES-2. Key Findings from Risk Assessment of Hazard of Concern

Hazard of Concern	Key Risk Assessment Findings	
	Exposure	Vulnerability
Coastal erosion	Risk not assessed because no historical damage values could be identified for losses due to erosion within the planning area.	
Dam or levee failure (failure of the Conroe Dam)	0.5% of total planning area population - Structures valued at 0.5% of planning area total 1.2% of all planning area critical facilities	Damage equal to 0.07% of total planning area property value
Drought	Entire planning area exposed	No quantitative loss estimates
Earthquake (500-year probabilistic event)	Entire planning area exposed	2 households displaced - Damage equal to 0.5% of total planning area property value
Flooding (1% annual chance event)	8.9% of total planning area population - Structures valued at 8.9% of planning area total 23.0% of all planning area critical facilities	170,000 persons displaced - Damage equal to 0.8% of total planning area property value 1.4 million tons of debris to be removed - Critical facilities structure damage equal to 9.9% of total value for exposed facilities - Critical facilities content damage equal to 33.4% of total value for exposed facilities
Hurricane, coastal storm (20-year probabilistic event)	Entire planning area exposed	1,083 households displaced - Damage equal to 0.2% of total planning area property value 240,000 tons of debris to be removed - Minor damage to 4% of critical facilities - Moderate damage to 5.5% of critical facilities - Severe damage to 0.4% of critical facilities
Mass movements	Exposure and vulnerability are low to none, based on the lack of historical occurrence of these types of hazards and the planning area's proactive approach to mitigating subsidence issues starting in 1999.	
Severe weather	Entire planning area exposed	No quantitative loss estimates
Tsunami	Exposure and vulnerability are low to none, based on the lack of historical occurrence of tsunami	
Wildfire (Moderate, high or very high wildfire ignition density zone)	0.7% of total planning area population - Structures valued at 1.0% of planning area total 0.4% of all planning area critical facilities	No quantitative loss estimates

Table ES-3. Hazard Risk Ranking

Hazard Ranking	Hazard Event	Total Score	Category ^a
1	Hurricane and Coastal Storms	51	High
	Severe Weather	51	High
2	Flood	36	High
3	Wildfire	24	Medium
4	Earthquake	16	Medium
5	Coastal Erosion	6	Low
	Drought	6	Low
	Dam Failure	6	Low
	Mass Movements	6	Low
	Tsunami	6	Low

a. Scores of 30 or greater are rated as "high," scores of 15 to 29 are "medium," and scores of less than 15 are "low"

Table ES-4. Mission Statement, Goals and Objectives

Mission Statement	Goals	Objectives
Develop and maintain a comprehensive pre- and post-disaster hazard mitigation program. The Mission Statement is guided by the effective use of technology and data, improved communications and warning, the purchase of necessary equipment, sound planning, the adoption of codes, enhanced transportation networks, expanded education and outreach efforts, strengthened public facilities and infrastructure, the utilization/enhancement of natural resources, the consideration of future hazard conditions and the implementation of projects designed to reduce the vulnerability of individuals, families, households, businesses, infrastructure and critical facilities to the negative effects of natural and human-caused hazards.	1. Expand warning systems and local warning capabilities among departments and between jurisdictions. 2. Improve and coordinate data collection efforts to fully maximize the intent of the efforts and to improve the mitigation capabilities of the county and all jurisdictions. 3. Enhance education strategies to improve the dissemination of information to the public regarding hazards, including the steps that can be taken to reduce their impact. 4. Improve the capabilities of local government officials to reduce or eliminate hazards that cause loss of life, inflict injuries, cause property damage and to improve the protection of natural resources. 5. Work to improve and coordinate existing local plans, codes and regulations to reduce the impacts of natural hazards. 6. Implement property protection measures to reduce the effects of natural hazards throughout the county, including measures that reduce or eliminate repetitive loss occurrences. 7. Investigate and implement a range of structural projects that will reduce the effects of natural hazards on public and private property throughout the county. 8. Investigate and implement a range of nature-based solutions and utilize and enhance natural resources and their ability to reduce the impacts from natural hazards	1. Improve and expand systems that provide warning and emergency communications to the whole community 2. Implement wildfire mitigation and watershed protection strategies through local, state, tribal, federal and private partnerships. 3. Improve understanding of the locations, potential impacts, and linkages among threats, hazards, vulnerability, and measures needed to protect life safety and health. 4. Reduce the impacts of hazards on individuals with disabilities and others with access and functional needs. 5. Coordinate state and local efforts to reduce greenhouse gas emissions and implement climate adaptation strategies through hazard mitigation plans and actions. 6. Control access and provide buffers to maximize resource protection where possible. 7. Encourage all state, regional and local hazard mitigation projects and planning programs to protect the environment and promote implementation of sustainable mitigation and climate resilience actions. 8. Support hazard mitigation measures that promote and enhance natural processes and minimize adverse impacts on the ecosystem. 9. Encourage all cities, counties, special districts, Councils of Governments and tribal organizations to develop, adopt, and implement local hazard mitigation principles that may be integrated with local comprehensive plan safety elements, local coastal plans, facilities master plans, and other local plan initiatives. 10. Advance community resilience through preparation, adoption, and implementation of state, regional and local multi-hazard mitigation plans and projects. 11. Encourage projects that simultaneously reduce risk while increasing resilience and sustainability. 12. Manage new and existing development in high hazard areas, especially those known to be repetitively damaged. 13. Support the protection of vital and essential records, and strengthening or replacement of buildings, infrastructure, and lifelines to minimize post-disaster disruption and facilitate short-term and long-term recovery. 14. Through the enforcement of relevant federal, State and local regulations, sustain life and property protection measures for all communities and structures located in the greater Harris County region. 15. Promote disaster resistant development.

MITIGATION ACTION PLANS

Catalogs of hazard mitigation best practices were developed that present a broad range of action alternatives to be considered for use by the planning partners. One catalog was developed for each hazard of concern. The alternatives include actions that will mitigate current risk from hazards and actions that will help reduce risk from changes in the impacts of these hazards resulting from climate change.

Hazard mitigation actions recommended in this plan were selected from an analysis of the alternatives presented in the catalogs. Each planning partner selected appropriate mitigation actions to establish an individual mitigation

action plan for its jurisdiction. Actions were selected based on an analysis of the planning partner’s ability to implement the action and general feasibility.

The combined action plans of the 38 planning partners include a total of 750 actions for mitigating hazard risks in the Harris County planning area. The planning partners have prioritized the actions in their action plans and can begin to implement the highest-priority actions over the next five years.

PLAN IMPLEMENTATION AND MAINTENANCE

The effectiveness of the hazard mitigation plan depends on its effective implementation and incorporation of the outlined action items as needed into each partner’s existing plans, policies, and programs. Harris County will have lead responsibility for overseeing the plan implementation and maintenance strategy. Plan implementation will be a shared responsibility among all planning partnership members and agencies identified as lead agencies in the jurisdiction-specific action plans.

A formal implementation and maintenance process will ensure that the hazard mitigation plan remains an active and relevant document and that the planning partners maintain their eligibility for applicable funding sources. The plan maintenance process includes a schedule for monitoring and evaluating the plan annually and producing an updated plan every five years. The plan maintenance matrix shown in Table ES-5 provides a synopsis of responsibilities for the overall plan maintenance strategy.

Table ES-5. Plan Maintenance Matrix

Task	Approach	Timeline	Lead Responsibility	Support Responsibility
Monitoring-Progress Reporting	Preparation of status updates and action implementation tracking as part of submission for annual progress report.	January to January of each calendar year or upon full update to comprehensive plan or major disaster	Jurisdictional points of contact	Jurisdictional implementation lead
Evaluation	Annual progress reports will be evaluated by an oversight steering committee annually	Finalized progress report completed by March 1 of each year	HCOHSEM	Jurisdictional points of contacts
Update	Reconvene the planning partners, at a minimum, every 5 years to guide a full review and revision of the plan.	Every 5 years or upon full update to comprehensive plan or major disaster	HCOHSEM and oversight steering committee	Jurisdictional points of contacts
Grant Monitoring and Coordination	Monitor grant funding opportunities via agency notifications, state associations and post-disaster response	Ongoing	HCOHSEM	Jurisdictional points of contacts
Plan Integration	Create a linkage between the hazard mitigation plan and individual jurisdictions’ comprehensive plans or similar plans	Ongoing as opportunities for integration become available, or according to timelines identified in individual actions plans	Jurisdictional points of contact	Jurisdictional implementation lead
Continuing Public Involvement	Keep the website maintained and receive comments through it over the course of the plan. Planning partners will maintain links to the website. County-wide progress report will be posted to the website.	Ongoing. Progress reports to be posted annually.	HCOHSEM will maintain the overall website and post the progress report annually. Each planning partner will provide a link to the website and may post individual progress reports.	HCOHSEM and jurisdictional implementation lead

PART 1—PLANNING PROCESS AND COMMUNITY PROFILE

1. INTRODUCTION TO HAZARD MITIGATION PLANNING

1.1 WHY PREPARE THIS PLAN?

1.1.1 The Big Picture

Hazard mitigation is defined as any action taken to reduce or alleviate the loss of life, personal injury, and property damage that can result from a disaster. It involves long- and short-term actions implemented before, during and after disasters. Hazard mitigation activities include planning efforts, policy changes, programs, studies, improvement projects, and other steps to reduce the impacts of hazards.

For many years, federal disaster funding focused on relief and recovery after disasters occurred, with limited funding for hazard mitigation planning in advance. The Disaster Mitigation Act (DMA), passed in 2000, shifted the federal emphasis toward planning for disasters before they occur. The DMA requires state and local governments to develop hazard mitigation plans as a condition for federal disaster grant assistance. Regulations developed to fulfill the DMA's requirements are included in Title 44 of the Code of Federal Regulations (44 CFR).

The responsibility for hazard mitigation lies with many, including private property owners, commercial interests, and local, state and federal governments. The DMA encourages cooperation among state and local authorities in pre-disaster planning. The enhanced planning network called for by the DMA helps local governments to articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk-reduction projects.

The DMA also promotes sustainability in hazard mitigation. To be sustainable, hazard mitigation needs to incorporate sound management of natural resources and address hazards and mitigation in the largest possible social and economic context.

1.1.2 Purposes for Planning

Hazard mitigation planning for Harris County helps to identify strategies and actions that will reduce risk for those who live in, work in, and visit the county. In addition, hazard mitigation planning provides a viable planning framework for all foreseeable natural hazards that may impact the county. Furthermore, participation in the development of the plan by key stakeholders in the county helps to ensure that outcomes will be mutually beneficial. Benefits of hazard mitigation planning include the following:

- Reduce economic hardship and the loss of life, property, essential services, and critical facilities
- Reduce short-term and long-term recovery and reconstruction costs
- Increase cooperation and communication within the community through the planning process
- Increase potential for state and federal funding for pre- and post-disaster projects.

Harris County prepared a hazard mitigation plan in compliance with the DMA in 2015. Cities and special purpose jurisdictions within the county participated as planning partners in the plan. That initial plan identified resources,

information, and strategies for reducing risk from natural hazards. It called for ongoing updates. This *Harris County Multi-Hazard Mitigation Action Plan* fulfills the ongoing update requirement.

In preparing this update, Harris County has again partnered with local cities and special-purpose jurisdictions. One of the benefits of such multi-jurisdictional planning is the ability to pool resources and eliminate redundant activities within a planning area that has uniform risk exposure and vulnerabilities. The Federal Emergency Management Agency (FEMA) encourages multi-jurisdictional planning under its guidance for the DMA. Elements and strategies in the plan were selected because they meet a program requirement and because they best meet the needs of all the planning partners and their citizens.

The *Harris County Multi-Hazard Mitigation Action Plan* will help guide and coordinate mitigation activities throughout the planning area. It was developed to meet the following objectives:

- Identify measures that can be taken to reduce the harmful impacts of hazards and protect lives and property.
- Reassess risk and local hazards of concern considering recent disasters and identified vulnerabilities.
- Meet or exceed state and federal requirements for mitigation planning.
- Enable all planning partners to qualify for federal grant funding to reduce risk through mitigation.
- Meet the planning requirements of FEMA’s Community Rating System (CRS), allowing eligible planning partners to consider participation in the CRS program.
- Coordinate existing plans and programs so that high-priority projects to mitigate possible disaster impacts are funded and implemented.
- Lesson economic impacts from disasters and enhance community resiliency.

1.2 WHO WILL BENEFIT FROM THIS PLAN?

All citizens and businesses of Harris County are the ultimate beneficiaries of this hazard mitigation plan. The plan reduces risk for those who live in, work in, and visit the planning area. It provides a viable planning framework for all foreseeable natural hazards. Participation in development of the plan by key stakeholders helped ensure that outcomes will be mutually beneficial. The resources and background information in the plan are applicable across the planning area, and the plan’s goals and recommendations can lay groundwork for the development and implementation of local mitigation activities and partnerships.

1.3 CONTENTS OF THIS PLAN

This plan has been set up in two volumes so that elements that are jurisdiction-specific can easily be distinguished from those that apply to the whole planning area:

- Volume 1—Volume 1 includes all federally required elements of a disaster mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, planning area hazard risk assessment, and a plan maintenance strategy.
- Volume 2—Volume 2 includes all federally required jurisdiction-specific elements, in annexes for each participating jurisdiction. It includes a description of the participation requirements established by the Steering Committee, as well as instructions and templates that the partners used to complete their annexes. Volume 2 also includes “linkage” procedures for eligible jurisdictions that did not participate in development of this plan but wish to adopt it in the future.

Both volumes include elements required under federal guidelines. DMA compliance requirements are cited at the beginning of subsections as appropriate to indicate compliance.

The following appendices provided at the end of Volume 1 include information or explanations to support the main content of the plan:

- Appendix A—Public involvement information used in preparation of this update
- Appendix B—A summary of federal and state programs and regulations relevant to hazard mitigation.
- Appendix C—Quantitative results from risk assessment modeling.
- Appendix D—A detailed list of historical flood events in Harris County.
- Appendix E—Plan adoption resolutions from planning partners.

All planning partners will adopt Volume 1 in its entirety and at least the following parts of Volume 2: Part 1; each partner's jurisdiction-specific annex; and the appendices.



Harris County Multi-Hazard Mitigation Action Plan

Volume 2—Planning Partner Annexes

April 2020



TETRA TECH



Harris County Multi-Hazard Mitigation Action Plan

Volume 2 — Planning Partner Annexes

April 2020

PREPARED FOR

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7. CITY OF FRIENDSWOOD

7.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Brian Mansfield, Fire Marshal/EMC
910 S. Friendswood Drive
Friendswood, TX 77546
Telephone: 281-996-3335
e-mail Address: tybrd@friendswood.com

Alternate Point of Contact

Steven Simmons, Deputy Fire Marshal
910 S. Friendswood Drive
Friendswood, TX 77546
Telephone: 281-996-3335
e-mail Address: bmansfield@friendswood.com

7.2 JURISDICTION PROFILE

7.2.1 Location

The City of Friendswood in northwest Galveston County and a portion lies in southeast Harris County, divided by Clear Creek. Friendswood lies in an area described on the Physiographic Map of Texas the “Gulf Coastal Plan”. The city is located three miles west of IH-45, halfway between Houston and Galveston. It is bordered on the northwest by the City of Houston, the west by Brazoria County and City of Pearland, southwest by the City of Alvin, on the east by the City of League City. The city’ encompasses 20.9 square miles, of which 20.7 square miles is land area and 0.15 square miles is water.

7.2.2 History

Friendswood was founded in 1895 by members of the Religious Society of Friends (Quakers). The colony was originally a farming community of fig and Satsuma orange orchards, and rice fields. Starting Quaker colonies was a common practice of the religious sect called Quakers or Friends, as they were part of the westward movement across the nation in the middle to late 1800s. After the colony survived the Galveston Storm of 1900 with no loss of life, they used their sawmill to convert the swaths of trees felled by the storm into lumber for the construction of a two story building they called the Academy. It served them as church, school, and community meeting place until it was replaced by the present stone church building in 1949. The Academy (high school) operated by the Quakers offered a classical curriculum through 1928, and attracted students, in its earliest years, from surrounding towns that had no high school.

From 1895 to 1915, most of the newcomers were Quakers who came to be a part of the Quaker colony. Through 1920, the population was swollen by an influx of farmers, lured by Houston developers who advertised the Gulf Coast as a Garden of Eden where figs, oranges, and rice grew practically wild. By the early 1920s, there were 17,000 to 18,000 acres of figs from Winnie to San Leon, and 17 fig preserving plants. Two of those plants were in Friendswood. Support personnel for the farms brought more people to Friendswood, and the early 1930s brought families dispossessed by the Depression looking for a new chance in life. Late in the decade, the newly developing oil fields east and west of the community provided jobs for more newcomers. The war slowed the growth in the 1940s, but the decade still saw the beginning of a trend of wealthy business and professional people from Houston buying up property along the creeks.

The city was officially incorporated in 1960. Major employers in the city are Friendswood ISD, H.E. Butt Grocery Company and Kroger Texas, LP.

Today the once small agricultural community is part of the greater Houston Metropolitan area.

7.2.3 Climate

The climate of the area is sub-tropical. Mild winters and warm summers best characterize the climate. The average summer temperature ranges from a high of 90 °F to a low of 74 °F. The average winter temperature ranges from a high of 62 °F to a low of 42 °F. The area receives an average of two hundred seventy-five (275) days per year of sunshine. Average rainfall per year is thirty-eight (38”) inches. Rainfall is abundant and evenly distributed throughout the year. Hurricane season, spanning from June through November, usually produces the heaviest rainfall events.

7.2.4 Governing Body Format

The City of Friendswood is governed by a Mayor and six (6) member city council. The Mayor and council members are elected from the city at large to serve three-year terms, with a limit of four terms. The Mayor and council members are volunteers who serve without compensation.

The city consists of the following positions and departments: City Manager, Assistant City Manager, City Secretary, Administrative Services, Parks and Recreation, Library, Community Development, Public Works, Police Department, Fire Marshal/Emergency Management. All departmental directors report to either the City Manager or Assistant City Manager depending on the department. The City Manager, City Secretary and City Attorney report to the Mayor and City Council. The city contracts fire and EMS services.

The City Council assumes responsibility for the adoption of this plan; the City Manager will oversee its implementation. Development of this annex was carried out by the members of the local mitigation planning team, whose members are listed in Table 7-1.

Table 7-1. Local Mitigation Planning Team Members

Name	Title
Brian Mansfield	Fire Marshal/Emergency Management Coordinator
Steven Simmons	Deputy Fire Marshal
Morad Kabiri	City Manager
Steve Rhea	Assistant City Manager
Aubrey Harbin	Community Development Director/Planner
Brian Rouane	Chief Building Official/Floodplain Manager
Rene Ibarra	Director of Public Works
James Toney	Director of Parks and Recreation

7.3 CURRENT TRENDS

7.3.1 Population

According to the City of Friendswood’s Community Development Department, the estimated October 2018 population is 41,020. U.S. Census for 2000 showed the city’s population at 29,037 and the city’s 2010 population at 35,805 which is a 23.3% increase. The percentage of increase between the 2010 U.S. Census and the October 2018 estimated population is 14.6%. However, the percentage of increase between the 2000 U.S. Census and the October 2018 estimate shows a 41.3% increase, which averages 665.7 annual population increase.

7.3.2 Development

Table 7-2 summarizes development trends in the performance period since the preparation of the previous hazard mitigation plan, as well as expected future development trends.

Table 7-2. Recent and Expected Future Development Trends

Criterion	Response					
Has your jurisdiction annexed any land since the preparation of the previous hazard mitigation plan? If yes, give the estimated area annexed and estimated number of parcels or structures.	No					
	N/A					
Is your jurisdiction expected to annex any areas during the performance period of this plan? - If yes, describe land areas and dominant uses. - If yes, who currently has permitting authority over these areas?	No					
	N/A					
	N/A					
Are any areas targeted for development or major redevelopment in the next five years? If yes, briefly describe, including whether any of the areas are in known hazard risk areas	Yes					
	Georgetown Subdivision – Southernmost southeast corner of city limits; 352 Acres with 573 single family residential lots; borders with City of Alvin and City of League City; not in known hazard risk area Avalon at Friendswood Lakes – Southeastern portion of the south and West of West Ranch; borders with City of League City; 114 Acres with 203 Residential Lots; will connect League City Parkway with Friendswood Lakes Blvd.; not in known hazard risk area					
How many permits for new construction were issued in your jurisdiction since the preparation of the previous hazard mitigation plan?		2014	2015	2016	2017	2018
	Single Family	189	141	173	182	122
	Multi-Family	0	0	0	20	0
	Other (commercial, mixed use, etc.)	4	8	15	13	6*
	Total	193	149	188	215	128
Provide the number of new-construction permits for each hazard area or provide a qualitative description of where development has occurred.	Special Flood Hazard Areas:	4 SF Residential; SHX 8 SF Residential; AE Flood Zone 1 Commercial; Not in SFHA				
	Landslide:	N/A				
	High Liquefaction Areas:	N/A				
	Tsunami Inundation Area:	N/A				
	Wildfire Risk Areas:	N/A				
Describe the level of buildout in the jurisdiction, based on your jurisdiction's buildable lands inventory. If no such inventory exists, provide a qualitative description.	Total acreage within the City is 11,777 (excludes property owned by school districts, city parks, drainage district and government entities). As of October 2013 8,485 acres were developed, with 3,292 undeveloped acres. Residential structures comprise 6,375 acres with commercial comprising 1,416 acres, and industrial comprising 530 acres. Buildout is expected in 2020 with proposed population totaling 57,400.					

7.4 CAPABILITY ASSESSMENT

The City of Friendswood performed an assessment of its existing capabilities for implementing hazard mitigation strategies. The introduction at the beginning of this volume of the hazard mitigation plan describes the components included in the capability assessment and their significance for hazard mitigation planning. This section summarizes the following findings of the assessment:

- An assessment of legal and regulatory capabilities is presented in Table 7-3.
- Development and permitting capabilities are presented in Table 7-4.
- An assessment of fiscal capabilities is presented in Table 7-5.
- An assessment of administrative and technical capabilities is presented in Table 7-6.
- An assessment of education and outreach capabilities is presented in Table 7-7.
- Information on National Flood Insurance Program (NFIP) compliance is presented in Table 7-8.
- Classifications under various community mitigation programs are presented in Table 7-9.
- The community's adaptive capacity for the impacts of climate change is presented in Table 7-10.

Findings of the capability assessment were reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. Where such opportunities were identified and determined to be feasible, they are included in the action plan. The "Analysis of Mitigation Actions" table included in the action plan for this annex identifies these as community capacity building mitigation actions.

Table 7-3. Legal and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Codes, Ordinances, & Requirements				
Building Code <i>Comment: Code of Ordinances, Chapter 14 – Buildings and Building Regulations</i>	Yes	No	Yes	Yes
Zoning Code <i>Comment: Code of Ordinances, Appendix C – Zoning</i>	Yes	No	No	Yes
Subdivisions <i>Comment: Code of Ordinances, Appendix B – Subdivisions</i>	Yes	No	No	Yes
Storm Water Management <i>Comment: Code of Ordinances, Chapter 34 – Floods, Article II. – Flood Damage Prevention, Section 34-34 Stormwater Management; Chapter 86 – Utilities, Article V. – Regulation of Stormwater Runoff; Design Criteria Manual, March 2019;</i>	Yes	Yes	Yes	Yes
Post-Disaster Recovery <i>Comment: Emergency Operations Plan, Annex J – Recovery</i>	Yes	Yes	No	Yes
Real Estate Disclosure <i>Comment:</i>	No	No	No	No
Growth Management <i>Comment: Code of Ordinances, Appendix B – Subdivisions & Appendix C – Zoning</i>	Yes	No	Yes	Yes
Site Plan Review <i>Comment: Code of Ordinances, Chapter 30 – Fire Protection & Prevention & Appendix C – Zoning</i>	Yes	No	No	Yes
Environmental Protection <i>Comment: Code of Ordinances, Chapter 26 – Environment</i>	Yes	Yes	No	Yes
Flood Damage Prevention <i>Comment: Code of Ordinances, Chapter 34 – Floods, Article II. – Flood Damage Prevention</i>	Yes	No	Yes	Yes
Emergency Management <i>Comment: Code of Ordinances, Chapter 22 – Civil Emergencies, Texas Government Code – Chapters 418 & 433</i>	Yes	No	Yes	Yes
Climate Change <i>Comment:</i>	No	Yes	No	Yes
Planning Documents				
General Plan <i>Comment: Comprehensive Plan, July 1998; with updates: Future Land Use Map (2008); Major Thoroughfare Plan (2018), Parks Master Plan (2010)</i>	Yes	No	Yes	Yes
Capital Improvement Plan <i>How often is the plan updated? Periodically; Historically every 2-4 years.</i> <i>Comment: Capital Improvement Plan, 2017.</i>	Yes	No	No	Yes

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Disaster Debris Management Plan <i>Comment: Disaster Debris Management Plan, 2014; Contracts are reviewed on an annual basis.</i>	Yes	Yes	No	Yes
Floodplain or Watershed Plan <i>Comment: Code of Ordinances, Chapter 34 – Floods, Article II. – Flood Damage Prevention, Division II. Flood Hazard Reduction</i>	Yes	No	No	Yes
Storm Water Plan <i>Comment: Storm Water Management Program; Master Drainage Plan – Phase II, 2007</i>	Yes	Yes	Yes	Yes
Urban Water Management Plan <i>Comment:</i>	No	No	No	No
Habitat Conservation Plan <i>Comment: The City of Friendswood does not have an HCP implemented. However, there is a Gulf-Houston Regional Conservation Plan that implements nature-based infrastructure projects and components of flood mitigation/resiliency.</i>	No	No	No	No
Economic Development Plan <i>Comment: Vision 2020; Downtown Improvement Plan; Policy of Economic Development</i>	No	No	No	Yes
Shoreline Management Plan <i>Comment: SMPs are required for power generating entities operating under a FERC license and is not applicable to the City of Friendswood.</i>	No	Yes	No	No
Community Wildfire Protection Plan <i>Comment: The City of Friendswood does not have its own CWPP implemented. Harris County has completed a county-wide CWPP; which includes all incorporated jurisdictions within Harris County.</i>	No	Yes	No	Yes
Forest Management Plan <i>Comment:</i>	No	Yes	No	No
Climate Action Plan <i>Comment:</i>	No	Yes	No	Yes
Comprehensive Emergency Management Plan <i>Comment:</i>	Yes	Yes	Yes	Yes
Threat & Hazard Identification & Risk Assessment (THIRA) <i>Comment: A regional THIRA is conducted on an annual basis for UASI and HGAC. The City participates in the development of the THIRA.</i>	No	Yes	Yes	Yes
Post-Disaster Recovery Plan <i>Comment: Annex J – Recovery is required for local jurisdictions to address local recovery programs, damage assessments, Public Assistance and Individual Assistance programs.</i>	Yes	Yes	No	Yes
Continuity of Operations Plan <i>Comment:</i>	Yes	No	No	Yes
Public Health Plan <i>Comment: Annex H – Health and Medical is a component of the Emergency Operations Plan and addresses public health, environmental health, and medical response capabilities. The City does not maintain a standalone Public Health Plan.</i>	Yes	Yes	Yes	Yes
Drought Contingency Plan <i>Comment:</i>	Yes	Yes	Yes	Yes

Table 7-4. Development and Permitting Capability

Criterion	Response
Does your jurisdiction issue development permits? • If no, who does? If yes, which department?	Yes
Does your jurisdiction have the ability to track permits by hazard area?	Yes
Does your jurisdiction have a buildable lands inventory?	Yes

Table 7-5. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes

Table 7-6. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Community Development / Projects and Engineering
Engineers or professionals trained in building or infrastructure construction practices	Yes	Community Development / Projects and Engineering
Planners or engineers with an understanding of natural hazards	Yes	Community Development / Projects and Engineering / Office of Emergency Management
Staff with training in benefit/cost analysis	No	NA
Surveyors	No	NA
Personnel skilled or trained in GIS applications	Yes	Community Development
Scientist familiar with natural hazards in local area	No	NA
Emergency manager	Yes	Office of Emergency Management
Grant writers	Yes	Office of Emergency Management

Table 7-7. Education and Outreach Capability

Criterion	Response
Do you have a public information officer or communications office?	Yes
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website? • If yes, briefly describe.	Yes The City's Hazard Mitigation Plan is posted online
Do you use social media for hazard mitigation education and outreach? • If yes, briefly describe.	Yes Facebook and Twitter are used by the City to communicate with residents.
Do you have any citizen boards or commissions that address issues related to hazard mitigation? • If yes, briefly describe.	Yes Committee examining flooding issues within the City
Do you have any other programs already in place that could be used to communicate hazard-related information? • If yes, briefly describe.	Yes City website, email, and mass notification system
Do you have any established warning systems for hazard events? • If yes, briefly describe.	Yes Mass notification, siren system, social media, website, am radio.

Table 7-8. National Flood Insurance Program Compliance

Criterion	Response
What local department is responsible for floodplain management?	Projects and Engineering
Who is your floodplain administrator? (department/position)	Projects and Engineering / Flood Plain Manager
Are any certified floodplain managers on staff in your jurisdiction?	Yes
What is the date that your flood damage prevention ordinance was last amended?	September 10, 2018
Does your floodplain management program meet or exceed minimum requirements?	Exceeds
• If exceeds, in what ways?	City requires 24 inches of Freeboard above Base Flood Elevation
When was the most recent Community Assistance Visit or Community Assistance Contact?	April 2018
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed?	No
• If so, state what they are.	NA
Are any RiskMAP projects currently underway in your jurisdiction?	Yes
• If so, state what they are.	Galveston County – revised preliminary will become effective August 15, 2019.
Do your flood hazard maps adequately address the flood risk within your jurisdiction?	No
• If no, state why.	Current Maps do not, but revised preliminary maps will become effective August 15, 2019 for Galveston County, which includes the Harris County portion of Friendswood.
Does your floodplain management staff need any assistance or training to support its floodplain management program?	Yes
• If so, what type of assistance/training is needed?	Assistance with public notification and education of the new maps that will affect insurance rates and possible new insurance requirements from their mortgage companies.
Does your jurisdiction participate in the Community Rating System (CRS)?	Yes
• If yes, is your jurisdiction interested in improving its CRS Classification?	Yes
• If no, is your jurisdiction interested in joining the CRS program?	NA
How many flood insurance policies are in force in your jurisdiction? ^a	8,352
• What is the insurance in force?	\$ 2,643,916,500
• What is the premium in force?	\$ 3,439,799
How many total loss claims have been filed in your jurisdiction? ^a	Unknown
• How many claims are still open or were closed without payment?	
• What were the total payments for losses?	

a. According to FEMA statistics as of September 30, 2018

Table 7-9. Community Classifications

	Participating?	Classification	Date Classified
Community Rating System	Yes	7	May 1, 2015
Building Code Effectiveness Grading Schedule	Yes	Class 5- Residential Class 4- Commercial	February 10, 2017
Public Protection	Yes	Class- 3/3Y	2012
Storm Ready	Yes	NA	2018
Firewise	No	NA	NA

Table 7-10. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comment:</i>	Low
Jurisdiction-level monitoring of climate change impacts <i>Comment:</i>	Low
Technical resources to assess proposed strategies for feasibility and externalities <i>Comment:</i>	Low
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comment:</i>	Low
Capital planning and land use decisions informed by potential climate impacts <i>Comment:</i>	Low
Participation in regional groups addressing climate risks <i>Comment:</i>	Low
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comment:</i>	Low
Identified strategies for greenhouse gas mitigation efforts <i>Comment:</i>	Low
Identified strategies for adaptation to impacts <i>Comment:</i>	Low
Champions for climate action in local government departments <i>Comment:</i>	Low
Political support for implementing climate change adaptation strategies <i>Comment:</i>	Low
Financial resources devoted to climate change adaptation <i>Comment:</i>	Low
Local authority over sectors likely to be negative impacted <i>Comment:</i>	Low
Public Capacity	
Local residents knowledge of and understanding of climate risk <i>Comment:</i>	Medium
Local residents support of adaptation efforts <i>Comment:</i>	Low
Local residents' capacity to adapt to climate impacts <i>Comment:</i>	High
Local economy current capacity to adapt to climate impacts <i>Comment:</i>	Medium
Local ecosystems capacity to adapt to climate impacts <i>Comment:</i>	High

- a. High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement;
Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

7.5 INTEGRATION WITH OTHER PLANNING INITIATIVES

For hazard mitigation planning, “integration” means that hazard mitigation information is used in other relevant planning mechanisms, such as general planning and capital facilities planning, and that relevant information from those sources is used in hazard mitigation. This section identifies where such integration is already in place, and where there are opportunities for further integration in the future. Resources listed in this annex were used to provide information on integration. The progress reporting process described in Volume 1 will document the progress of hazard mitigation actions related to integration and identify new opportunities for integration.

7.5.1 Existing Integration

Some level of integration has already been established between local hazard mitigation planning and the following other local plans and programs:

- **City of Friendswood Basic Plan.** The Basic Plan provides a summary on the hazards and threats in the community.
- **City of Friendswood Annex P – Hazard Mitigation** is assigned to the Community Development department. It addresses the hazards and threats in the community.
- **City of Friendswood Capital Improvements Plan (CIP), 2017 Update.** The CIP is utilized to document the status of current and proposed improvements to city facilities and infrastructure to emphasize protection measures designed to alleviate the effects of future hazards.
- **City of Friendswood Drought Contingency Plan.** This plan details strategies to ensure continued water access and preservation.
- **City of Friendswood Master Drainage Plan – Phase II, 2007.** The Master Drainage Plan details the protection measures to be put into place to alleviate flooding hazards during minor and major weather events.
- **City of Friendswood Mitigation Plan, 2018 Update.**
- **Galveston County Multi-Jurisdiction Mitigation Plan, 2017.**
- **Galveston County Consolidated Drainage District Hazard Mitigation Plan, September 24, 2013.** (Galveston County Consolidated Drainage District is a partnering agency with the city assisting with drainage projects and mitigation efforts.)
- **State of Texas, Hazard Mitigation Plan, 2018 Update.** This document was used as a reference to ensure that the city’s mitigation planning process was compliant with the state example.

7.5.2 Opportunities for Future Integration

The capability assessment presented in this annex identified the following plans and programs that do not currently integrate hazard mitigation information but provide opportunities to do so in the future:

- **City of Friendswood Park & Open Space Master Plan** — The parks plan creates a vision for the city’s park system and makes recommendations for improvements and open-space preservation.
- **Library Long-Range Strategic Plan**
- **Utility Master Plan, 2008 Update** — Provides service maps of the City’s water and sewer systems.

7.6 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 7-11 lists past occurrences of natural hazards for which specific damage was recorded in City of Friendswood. Other hazard events that broadly affected the entire planning area, City of Friendswood, are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 7-11. Past Natural Hazard Events

Type of Event	FEMA Disaster #	Date	Damage Assessment
Hurricane Harvey	4332 DR	2017	N/A
Severe Storms, Tornadoes, Straight Line Winds and Flooding	4245 DR	2015	N/A
Severe Storms, Tornadoes, Straight Line Winds and Flooding	4223 DR	2015	N/A

7.7 HAZARD RISK RANKING

Table 7-12 presents a local ranking for City of Friendswood of all hazards of concern for which this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy. Mitigation actions target hazards with high and medium rankings.

Table 7-12. Hazard Risk Ranking

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Severe weather	48	High
1	Hurricane	48	High
2	Flooding	18	Medium
3	Wildfire	17	Medium
4	Earthquake	14	Low
5	Drought	6	Low
6	Mass Movement	0 (No exposure)	None
6	Tsunami	0 (No exposure)	None
6	Coastal Erosion	0 (No Exposure)	None
6	Dam Failure	0 (No exposure)	None

NOTE: The process used to assign risk ratings and rankings for each hazard is described in Volume 1 of this hazard mitigation plan.

7.8 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. This section provides information on a few key vulnerabilities for the jurisdiction. Available jurisdiction-specific risk maps of the hazards are provided at the end of this annex.

7.8.1 Repetitive Loss Properties

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 327
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 93
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 119

7.8.2 Other Noted Vulnerabilities

No additional vulnerabilities specific to this jurisdiction have been identified.

7.9 STATUS OF PREVIOUS PLAN ACTIONS

This is the City of Friendswood's initial participation for inclusion in the Harris County Mitigation Plan. However, the City previously developed its own hazard mitigation plan, which expires in 2020, and is a participant in the Galveston County Mitigation Plan, which expires in 2022. Table 7-13 summarizes the actions that were recommended in those plans and their implementation status at the time this update was prepared.

Table 7-13. Status of Previous Plan Actions

Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
Severe Thunderstorms/Hail/Lightning #1: Develop A Public Education Campaign With Information Regarding Property & People Protection		X		
Severe Thunderstorms/Hail/Lightning #2: Develop And Initiate A Public Information Campaign Regarding The Location Of Trees In Relation To Power Lines & Utility Easements		X		
Severe Thunderstorms/Hail/Lightning #3: Thunderstorm & Lightning Sensors For City Parks			X	FRD5
Flood Events #1: Develop A Comprehensive Flood Mitigation Plan			X	FRD6
Flood Events #2: Database Development & Maintenance For RI/SRL Properties; Database Development For Elevation, Relocation And Acquisition		X		
Flood Events #3: Drainage Projects			X	FRD7
<i>Comment: This Item Is Under Revision To Include Additional Projects, (E.G. Clear Creek, Frenchman's Creek, And Deepwood) And Remove Completed Projects (e.g., Tributary 2 Drainage/Outfall Improvements).</i>				
Flood Events #4: Tiger Dam; Protection Of Critical Infrastructure		X		
Hurricane – Wind #1: Public Information Education Program		X		
Hurricane – Wind #2: Protect Power Lines			X	FRD8
Hurricane – Storm Surge #1: Adopt The 2012 International Building Code (IBC) To Include Asce-24-10	X			
Hurricane – Storm Surge #2: UPGRADE & RENOVATE CURRENT PUBLIC WORKS BUILDING			X	FRD9
<i>Comment: This Item Will Be Modified To Remove Reference To Deepwood Location That Was Destroyed During Harvey.</i>				
Hurricane – Storm Surge #3: Update City Storm Surge Maps To Reflect The National Weather Service Predictions		X		
Tornado #1: Develop Construction Standards And Techniques		X		
Tornado #2: Develop & Conduct Tornado Awareness Activities		X		
Drought #1: Monitor Drought Conditions		X		
Drought #2: Water Conservation		X		
Winter Storms #1: Establish A Warming Center At The Public Library For The General Public		X		
Winter Storms #2: Establish A Warming Station At The Senior Activity Center For Senior Citizens		X		
Subsidence #1: Adopt The 2012 International Building Code (IBC) To Include Asce-24-10	X			
Subsidence #2: Develop And Conduct Public Education Programs To Inform The Public Of The Effects Of Subsidence		X		
Hazardous Materials #1: Cooperate In Maintaining The Pipeline Integrity Management Resource Reporting In High Consequence Areas		X		

Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
Hazardous Materials #2: Develop A Commodity Flow Study Of All Hazardous Materials Transportation Routes		X		
Additional Mitigation Action Items #: Hurricane Severe Thunderstorms/Hail/Lightning		X		
Additional Mitigation Action Item #6: Develop A Research Program To Study The Effects Of Climate Change		X		
<i>Comment: This Item Will Be Modified To Effect Flood-Proofing Of The Lift Station.</i>				
Supplemental Action Items #19: Flood/Hurricane/Hurricane Storm Surge/Flood Events			X	FRD10
<i>Comment: This Item Will Be Modified To Effect Flood-Proofing of the Lift Station.</i>				
Supplemental Action Items #23: Flood/Hurricane/Hurricane Storm Surge/Flood Events		X		
Supplemental Action Items #24: Flood/Hurricane/Hurricane Storm Surge/Flood Events		X		
Supplemental Action Items #25: Flood/Hurricane/Hurricane Storm Surge/Flood Events		X		

7.10 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 7-14 lists the actions that make up the hazard mitigation action plan for this jurisdiction. Table 7-15 identifies the priority for each action. Table 7-16 summarizes the mitigation actions by hazard of concern and mitigation type.

Table 7-14. Hazard Mitigation Action Plan Matrix

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action FRD1 — Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.						
<i>Hazards Mitigated:</i> Earthquake, flooding, landslide, tsunami, wildfire						
Existing	3, 4, 10	City Administration	TBD	High	HMGP, PDM, FMA	Short-term
Action FRD2 — Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community						
<i>Hazards Mitigated:</i> Dam failure, drought, earthquake, flooding, landslide, tsunami, wildfire						
New and Existing	1, 3, 4, 5, 7, 8, 10	City Administration	TBD	Low	Staff Time, General Funds	Ongoing
Action FRD3 — Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.						
<i>Hazards Mitigated:</i> Severe weather, Hurricane and Coastal Storms, Flooding, Wildfire, Earthquake and Drought						
New and Existing	1, 5, 8	City Administration	TBD	Low	Staff Time, General Funds	Short-term

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action FRD4 — Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements: - Enforce the flood damage prevention ordinance. - Participate in floodplain identification and mapping updates. - Provide public assistance/information on floodplain requirements and impacts. <u>Hazards Mitigated:</u> Dam failure, flooding, severe weather, tsunami, sea level rise						
New and Existing	1, 3, 5, 7, 8, 10	City Administration	TBD	Low	Staff Time, General Funds	Ongoing
Action FRD5 — Severe Thunderstorms/Hail/Lightning #3: Thunderstorm & Lightning Sensors For City Parks						
<u>Hazards Mitigated:</u> Severe Weather						
New and Existing	1,3,14	COF		High	General Fund, Grants	Short Term
Action FRD6 — Develop A Comprehensive Flood Mitigation Plan						
<u>Hazards Mitigated:</u> Flood, Hurricane, Severe Weather						
New and Existing	3,7,8,9,10,11,12	COF		High	General Fund, Grants	Short Term
Action FRD7 — Drainage Improvement projects. This Item Is Under Revision To Include Additional Projects, (E.G. Clear Creek, Frenchman's Creek, And Deepwood) And Remove Completed Projects (e.g., Tributary 2 Drainage/Outfall Improvements).						
<u>Hazards Mitigated:</u> Severe Weather, Flood						
New and Existing	11,12,15	COF		High	CIP, Grant Funding	Short Term
Action FRD8 — Protect Power Lines from wind sensitive exposures such as trees, bush and overhead obstacles.						
<u>Hazards Mitigated:</u> Severe Weather, Hurricane						
Existing	9,11,13,15	COF		High	General Fund, CIP, Grant Funding	Short Term
Action FRD9 — UPGRADE & retrofit CURRENT PUBLIC WORKS BUILDING						
<u>Hazards Mitigated:</u> Hurricane, Coast Storms						
Existing	9,11,13,15	COF		High	General Fund, CIP, Grant Funding	Short Term
Action FRD10 — Flood-Proof vulnerable lift Stations within the City						
<u>Hazards Mitigated:</u> Flood Severe Weather						
Existing	11,12,15	COF		High	General Fund, CIP, Grant Funding	Short Term
Action FRD11 — Actively participate in and support the implementation of the six area-wide actions identified in Volume 1 of this plan.						
<u>Hazards Mitigated:</u> Severe Weather, Hurricane and Coastal Storms, Flooding, Earthquake, Wildfire, Drought, Dam Failure, Mass Movement,						
New and Existing	1, 3, 4, 5, 9, 10, 11, 15	COF	HCOHSEM	Low	General Funds	Ongoing

a. Short-term = Completion within 5 years; Long-term = Completion within 10 years; Ongoing= Continuing new or existing program with no completion date

See the introduction to this volume for list of acronyms used here.

Table 7-15. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
FRD1	3	High	High	Yes	Yes	No	Medium	High
FRD2	7	Medium	Low	Yes	No	Yes	High	Low
FRD3	3	Low	Low	Yes	No	Yes	High	Low
FRD4	6	Medium	Low	Yes	No	Yes	High	Low
FRD5	3	High	High	Yes	Yes	No	Medium	High
FRD6	7	High	High	Yes	Yes	No	Medium	High
FRD7	3	High	High	Yes	Yes	No	Medium	High
FRD8	4	High	High	Yes	Yes	No	Medium	High
FRD9	4	High	High	Yes	Yes	No	Medium	High
FRD10	3	High	High	Yes	Yes	No	Medium	High
FRD11	8	Medium	Low	Yes	Yes	Yes	High	High

a. See the introduction to this volume for explanation of priorities.

Table 7-16. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
High-Risk Hazards								
Severe Weather	2,3,6, 11	1,8,10	11		5, 11	7		11
Hurricane	2,3, 11	1,8,9	11		11			11
Medium-Risk Hazards								
Flood	2,3,4,6, 11	1,4,10	4, 11	4	4, 11	4,7	4	4, 11
Wildfire	2,3, 11	1	11		11			11
Low-Risk Hazards								
Earthquake	2,3, 11	1	11		11			11
Drought	2,3, 11		11		11			11

a. See the introduction to this volume for explanation of mitigation types.

7.11 REVIEW AND INCORPORATION OF INFORMATION FOR THIS ANNEX

7.11.1 Existing Reports, Plans, Regulatory Tools and Other Resources

The following technical reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

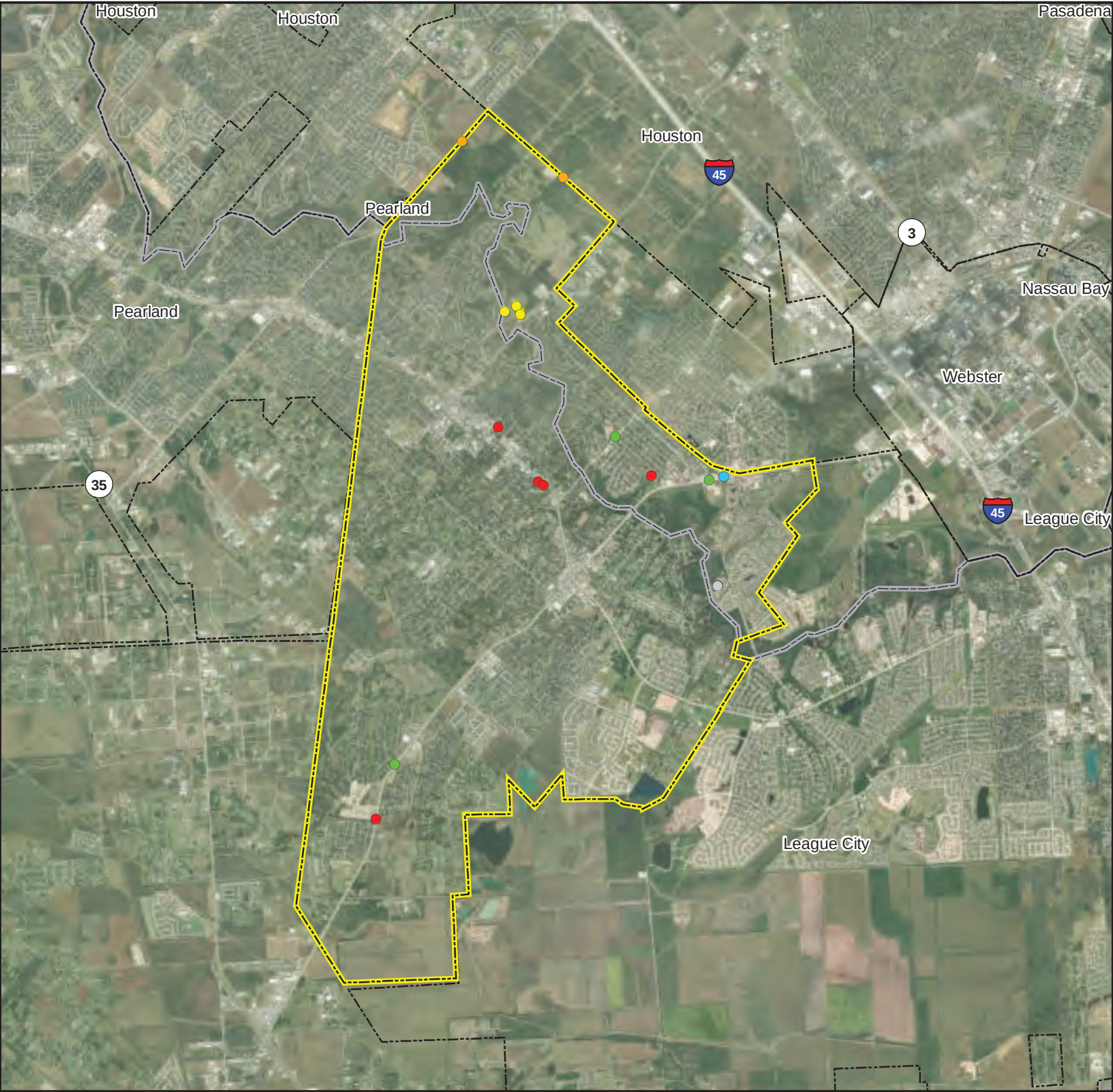
- **City of Friendswood Municipal Code** — The municipal code was reviewed for the full capability assessment and for identifying opportunities for action plan integration.
- **City of Friendswood Flood Damage Prevention Ordinance** — The flood damage prevention ordinance was reviewed for compliance with the National Flood Insurance Program.

The following outside resources and references were reviewed:

- **Hazard Mitigation Plan Annex Development Toolkit** — The toolkit was used to support the identification of past hazard events and noted vulnerabilities, the risk ranking, and the development of the mitigation action plan.

7.11.2 Staff and Local Stakeholder Involvement in Annex Development

This annex was developed over the course of several months with input from many city departments including Administrative Services, Community Development, Fire Marshal's Office and Office of Emergency Management, Parks and Recreation, and Public Works. All departments were asked to contribute to the annex development through reviewing and contributing to the capability assessment, reporting on the status of previously identified actions, and participating in action identification and prioritization. An action development meeting was held on December 12, 2018 and March 12, 2019 and was attended by representatives from all previously listed department as well as the City Manager's office. Once actions had been identified and compiled in the annex, a draft was internally circulated for comment.



Friendswood

Critical Facilities

- Education Facilities
- Emergency Services
- Government Facilities
- Hazardous Material Sites
- Health and Medical Facilities
- Historical and Cultural Sites
- Transportation Systems
- Utility Systems

- ▭ Incorporated Cities
- ▭ Harris County



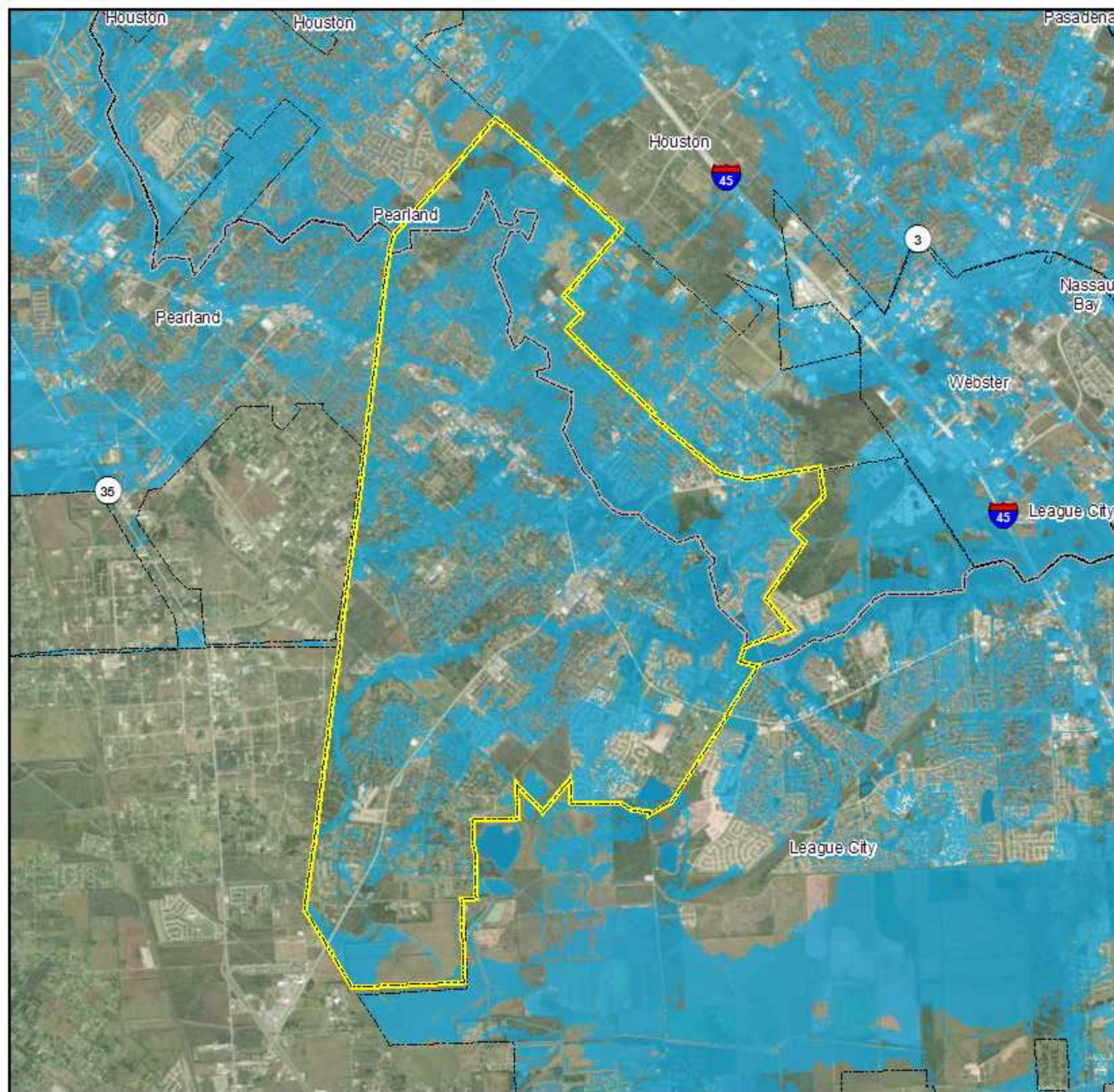
Friendswood

FEMA Flood Hazard

- 1% Annual Chance Flood (100-yr)
- Incorporated Cities
- Harris County



0 0.4 0.8 1.6 Miles



Friendswood

Flood Hazard Hurricane Harvey

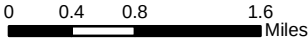
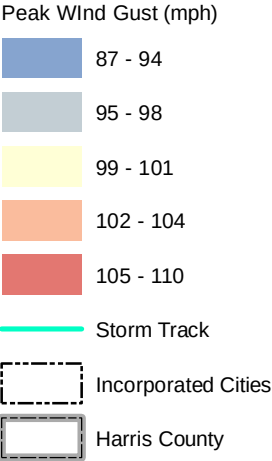
-  Flooding Extent
-  Incorporated Cities
-  Harris County

Note: Flooding extent shown for Hazard Mitigation Plan planning area only.



Friendswood

Hurricane Alicia (1983)



Friendswood

20-year Probabilistic Hurricane

Peak Wind Gust (mph)

63 - 71

72 - 76

77 - 80

81 - 84

85 - 92

Incorporated Cities

Harris County



0 0.4 0.8 1.6 Miles

Friendswood

100-year Probabilistic Hurricane

Peak Wind Gust (mph)

89 - 101

102 - 106

107 - 111

112 - 117

118 - 128

Incorporated Cities

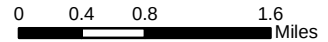
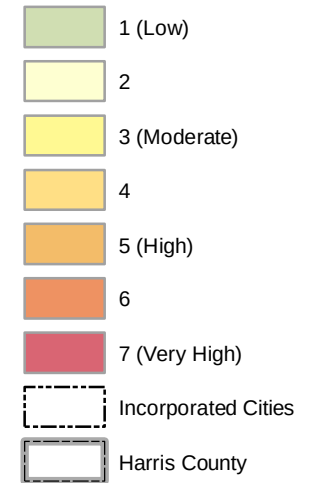
Harris County



0 0.4 0.8 1.6 Miles

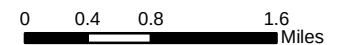
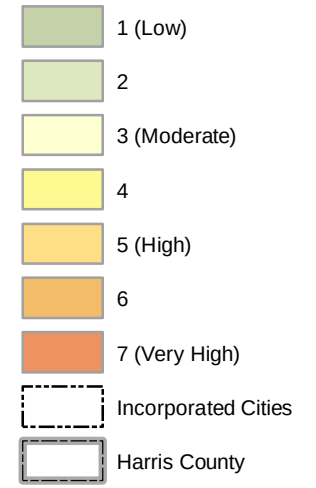
Friendswood

Wildfire Ignition Density



Friendswood

Wildfire Threat



Appendix A. Planning Partner Expectations

A. PLANNING PARTNER EXPECTATIONS

GROUPS INVOLVED IN THE PLANNING PROCESS

One of the goals of the multi-jurisdictional approach to hazard mitigation planning is to achieve compliance with the Disaster Mitigation Act (DMA) for all participating members in the planning effort. There are several distinct groups who will be involved in this process at various levels. To provide clarity, the following is a general breakdown of those groups:

- **The Core Planning Team (CPT)** — The Core Planning Team (CPT) includes the Hazard Mitigation Planning Coordinator (HMPC) and appropriate personnel from HCOHSEM along with the Project Manager and discipline leads from Harris County’s contract consultant, Tetra tech, Inc. The CPT will ensure project management and the 5-year update process by scheduling meetings, distributing agendas, preparing information/presentations, documenting meeting summaries, and generally seek to facilitate the planning activities. In addition, the CPT will develop and organize the content of the Harris County Multi-Hazard Mitigation Action Plan (MH-MAP). This content will be reviewed by each Local Mitigation Planning Team (LMPT) and approved by the Multi-Jurisdictional Steering Committee (SC) before being posted to the public website or recommended for adoption.
- **The Multi-Jurisdictional Steering Committee (SC)** — The SC serves as a “coordinating entity” to assist with the development of the entire planning area of the MH-MAP. The origination of the SC is such that interests of all planning partners is represented as well as those of identified stakeholders within the planning area that are not participating as full planning partners. The organization of the SC will strive to follow the guidance of FEMA’s Community Rating System (CRS) activity 510, step 2 protocol, but will not be the total basis for the organization of the SC. The organization will strive for a balance between planning partners that can commit time to the SC and non-governmental stakeholders that have a clearly defined stake in the outcomes of this planning process. The size of the SC will be managed such that quorums can be established that are achievable over a defined time frame for this planning process. At a minimum, the makeup of the SC will strive to include the following representation:
 - At least 2 representatives from Harris County
 - Harris County Flood Control District
 - Each jurisdiction that is participating in the CRS program, or considering participation in the CRS program will have a seat on the SC.
 - Representation of the interests for each non-municipal planning partner, (i.e. if there are 4 school districts with the planning partnership, at least one representative from a school district)
 - Non-governmental stakeholder’s such as; academia, business interests, advocacy groups, private non-profits, and residents.

The SC is responsible for building consensus and developing and approving key planning process milestones that address that address the entire planning area. The SC is chaired by the Hazard Mitigation Planning Coordinator (HMPC) and operate under a Charter approved at their 1st organizational meeting. All SC meetings will be open to the public and advertised as such during the plan update process. The SC

will meet according to a defined schedule that will be posted on the www.readyharris.org website as part of the public engagement strategy for this plan update process.

- **The planning partners** — those jurisdictions or special purpose districts that are developing an annex to the county plan.
- **The planning stakeholders** — the individuals, groups, businesses, academia, private non-profits, etc., from which the planning team gains information to support the various elements of the plan. For this plan update process, 2 types of stakeholders have been defined:
 - **Participatory Stakeholders**- These are identified stakeholders that are willing to participate in this planning process as a member of the SC or LMPT.
 - **Coordinating Stakeholders**- These are stakeholders that will not actually participate in the process but have requested to be kept apprised of plan development milestones and are provided the opportunity to comment on key planning milestones.

DEFINITION OF PARTICIPATION

DMA compliance requires that participation be defined in order to maintain eligibility with respect to meeting the requirements that allow a jurisdiction or special purpose district to develop an annex to the base plan. To achieve compliance for *all* planning partners, the plan must clearly document how each planning partner that is seeking linkage to the plan participated in the plan's development. The best way to do this is to clearly define "participation." For this planning process, "participation" is defined by the following criteria:

Estimated Level of Effort

It is estimated that the total time commitment to meet these "participation" requirements for a planning partner not participating on the steering committee would be approximately 36 to 46 hours over the 14-month period. Most of this time will be devoted to completing the jurisdictional annex template described below. This time may be reduced somewhat for special purpose districts.

Duration of the Planning Process

This process is expected to take 14 months to complete. It will be easy to become disconnected with the process objectives if you do not participate in some of these meetings to some degree.

Participate in the Process

As indicated, it must be documented in the plan that each planning partner "participated" in the process to the best of its capabilities. There is flexibility in defining "participation," which can vary based on the type of planning partner involved (i.e.: city or county vs. a special purpose district). However, the level of participation must be defined at the on-set of the planning process, and we must demonstrate the extent to which this level of participation has been met for each partner.

- **Complete administrative tasks.** Participation in this plan includes the following administrative tasks:
 - **Complete a letter of intent.** Provide a "Letter of Intent to participate" or a Resolution to participate to the Core Planning Team (CPT). (See exhibit A).
 - **Identification of a Local Mitigation Planning Team.** Each participating jurisdiction will establish a jurisdiction-specific Local Mitigation Planning Team (LMPT). The LMPT is responsible for the development of a jurisdictional annex to the Mitigation Action Plan. LMPT membership should consist of agencies with authority to regulate development and enforce local ordinances or regulatory standards. This may include any of the following agencies involved in hazard mitigation activities,

- such as building/fire code enforcement, emergency management, emergency services, floodplain management, parks and recreation, planning/community development, public information, public works/engineering, stormwater management, transportation, or infrastructure. LMPTs will ensure tasks and responsibilities are completed as required for each participating jurisdiction.
- **Designate points of contact.** Designate a primary and secondary point of contact for this effort. These designees will be listed as the hazard mitigation points of contact for your jurisdiction in the plan.
 - **Approve the Steering Committee.** The Steering Committee will be approved via an email vote.
- **Participate, as able, in additional opportunities.** Attendance or participation in the following opportunities will also be recorded. These records will be used to document participation for each planning partner. No thresholds will be established as minimum levels of participation for these events. However, each planning partner should attempt to attend all possible meetings and events:
 - Attend steering committee meetings.
 - Attend or host public meetings or open houses.
 - Participate in and advertise the public review and comment period prior to adoption.
 - **Support the steering committee.** This planning process will utilize a Steering Committee that will assume responsibility for many of the planning milestones prescribed for this process to help reduce the burden of time required by each planning partner. This committee will be representative of the whole body. This committee will meet periodically (frequency to be determined by the committee, but likely to be monthly) throughout the process and provide direction and guidance to the planning team. Steering Committee meetings are not mandatory meetings for all planning partners. If you are not on the Steering Committee, your attendance is not required; however, it is our hope that all planning partners will remain engaged with this process and attend meetings from time to time.
 - **Support the public involvement strategy.** The Core Planning Team will also request support from the partnership during the implementation of the public involvement strategy developed by the Steering Committee. Support could be in the form of providing venues for public meetings, attending these meetings as meeting participants, providing technical support, providing access to mailing lists, providing existing public information materials, etc.
 - **Participate in the critical facility update.** The primary source of building inventory is from the Harris County Appraisal District's (HCAD) Parcel Data and certified tax roll. Each planning partner will be asked to update their facilities list for use during the risk assessment. If the list is not updated, HAZUS default data will be utilized. Updating this list provides a much more detailed analysis.
 - **Complete the jurisdictional annex template.** * Each planning partner must complete a jurisdictional annex template. This template will be distributed to the planning partnership in a phased approach (3 Phases) to extend the level of effort over a series of months. Key components of the annex include the following:
 - **Attend three mandatory workshops.** There will be three *mandatory* workshops that all planning partners will be required to attend. These workshops will cover the proper completion of the jurisdictional annex template, which is the basis for each partner's jurisdictional chapter in the plan. The three phase workshops are defined as follows:
 - Phase 1 — Jurisdictional profile and the review of the status of prior action
 - Phase 2 — Capability Assessment
 - Phase 3 — Hazard Risk Ranking and action Plan development/Confirmation
 - Failure to have a representative at each of these workshops will result in one-on one outreach from members of the CPT to assist the jurisdiction in the completion of that phase. The schedule for these

workshops will be such that all committed planning partners will be able to attend. After participation in each of these mandatory workshops, each partner will be required to complete their template and provide it to the CPT in the time frame established. Failure to complete the template in the required time frame *may* lead to disqualification from the partnership.

- **Perform a capability assessment.** All planning partners will conduct a capability assessment. This assessment will require a review of existing documents (plans, studies and ordinances) as well as technical and financial capabilities pertinent to each jurisdiction that can support hazard mitigation. It should be noted that it is a viable mitigation action to increase a jurisdiction's capability.
- **Review the risk assessment.** Each partner will be asked to review the risk assessment and identify hazards and vulnerabilities specific to its jurisdiction. The planning team will provide the jurisdiction specific mapping and technical consultation to aid in this task, but the determination of risk and vulnerability will be up to each partner (through a facilitated process during the mandatory workshop).
- **Review county-wide mitigation recommendations.** Each partner will be asked to review and determine if the mitigation recommendations chosen in the base plan will meet the needs of its jurisdiction.
- **Develop a mitigation action plan.** All planning partners will develop an action plan that identifies each project, who will oversee the task, how it will be financed and when it is estimated to occur. Projects within each jurisdiction consistent with the base plan recommendations will need to be identified and prioritized and reviewed to determine their benefits vs. costs.

- **Adopt the plan.** ** The hazard mitigation plan must be formally adopted by each jurisdiction.

**Note: Templates and instructions to aid in the compilation and development of this information will be provided to all committed planning partners. Each partner will be asked to complete their templates in a timely manner and according to the timeline specified by the steering committee and the planning team.*

*** Note: Once this plan is completed, and FEMA approval has been received for each partner, maintaining that eligibility will be dependent upon each partner implementing the plan implementation-maintenance protocol identified in the plan.*

EXHIBIT A — EXAMPLE LETTER OF INTENT TO PARTICIPATE

Harris County Hazard Mitigation Planning Partnership
Mr. David J. Alamia, Jr., MPA, CEM®
Mitigation Planner
Harris County
Office of Homeland Security and Emergency Management
6922 Katy Road
Houston, TX 77024

Harris County Hazard Mitigation Planning Partnership,

Please be advised that the _____ (*insert City or district name*) is committed to participating in the update of the Harris County Multi-Hazard Mitigation Action Plan. As the _____ (title, e.g., Chief Administrative Official) for this jurisdiction, I certify that I will commit all necessary resources in order to meet Partnership expectations as outlined in the “Planning Partners expectations” document provided by the Core Planning Team (CPT), in order to obtain Disaster Mitigation Act (DMA) compliance for our jurisdiction.

The following individuals will be our jurisdiction’s primary and alternate point of contact for the mitigation planning process:

Name	Title	Phone	Email

The following individuals will serve on the jurisdiction’s Local Mitigation Planning Team (LMPT):

Name	Title	Phone	Email

Sincerely,

Appendix B. Procedures for Linking to Hazard Mitigation Plan

B. PROCEDURES FOR LINKING TO HAZARD MITIGATION PLAN

Not all eligible local governments are included in the Harris County Multi-Hazard Mitigation Action Plan. Some or all of these non-participating local governments may choose to “link” to the Plan at some point to gain eligibility for programs under the federal Disaster Mitigation Act (DMA). The following “linkage” procedures define the requirements established by the planning team for dealing with an increase in the number of planning partners linked to this plan. No currently non-participating jurisdiction within the defined planning area is obligated to link to this plan. These jurisdictions can choose to do their own “complete” plan that addresses all required elements of Section 201.6 of Chapter 44 of the Code of Federal Regulations (44 CFR).

INCREASING THE PARTNERSHIP THROUGH LINKAGE

Eligibility

Eligible jurisdictions located in the planning area may link to this plan at any point during the plan’s performance period (5 years after final approval). Eligibility will be determined by the following factors:

- The linking jurisdiction is a local or tribal government as defined by the Disaster Mitigation Act.
- The boundaries or service area of the linking jurisdiction is completely contained within the boundaries of the planning area established for this hazard mitigation plan.
- The linking jurisdiction’s critical facilities were included in the critical facility and infrastructure risk assessment completed for this hazard mitigation plan.

Requirements

It is expected that linking jurisdictions will complete the requirements outlined below and submit their completed template to the Harris County Office of Homeland Security and Emergency Management for review within six months of beginning the linkage process:

- The eligible jurisdiction requests a “Linkage Package” by contacting the Point of Contact (POC) for the plan:

Benzon K John
Resilience Planner
Harris County Office of Homeland Security & Emergency Management
6922 Katy Rd. Houston, TX 77024
Office: (713) 881-3100 | Desk: (713) 426-9554 | Fax: (713) 437-8435
Planning Section Email: plans@hcoem.net

- The POC will provide a linkage procedure package that includes linkage information and a linkage tool-kit:

- Linkage Information
 - Procedures for linking to the multi-jurisdictional hazard mitigation plan
 - Planning partner's expectations for linking jurisdictions
 - A sample "letter of intent" to link to the multi-jurisdictional hazard mitigation plan
 - A copy of Section 201.6 of 44 CFR, which defines the federal requirements for a local hazard mitigation plan.
- Linkage Tool-Kit
 - Copy of Volume 1 and 2 of the plan
 - A municipal or special purpose district template and instructions
 - A catalog of hazard mitigation alternatives
 - A sample resolution for plan adoption
- The new jurisdiction will be required to review both volumes of the Harris County Multi-Hazard Mitigation Action Plan, which include the following key components for the planning area:
 - Goals and objectives
 - The planning area risk assessment
 - Comprehensive review of alternatives
 - Plan implementation and maintenance procedures.

Once this review is complete, the jurisdiction will complete its specific annex using the template and instructions provided by the POC.

- The development of the new jurisdiction's annex must not be completed by one individual in isolation. The jurisdiction must develop, implement and describe a public involvement strategy and a methodology to identify and vet jurisdiction-specific actions. The original partnership was covered under a uniform public involvement strategy and a process to identify actions that covered the planning area described in Volume 1 and Volume 2 of this plan. Since new partners were not addressed by these strategies, they will have to initiate new strategies and describe them in their annex. For consistency, new partners are encouraged to develop and implement strategies similar to those described in this plan.
- The public involvement strategy must ensure the public's ability to participate in the plan development process. At a minimum, the new jurisdiction must solicit public opinion on hazard mitigation at the onset of the linkage process and hold one or more public meetings to present the draft jurisdiction-specific annex for comment at least two weeks prior to adoption by the governing body. The POC will have resources available to aid in the public involvement strategy, including:
 - The questionnaire utilized in the plan development
 - Presentations from public meeting workshops and the public comment period
 - Press releases used throughout the planning process
 - The plan website.
- The methodology to identify actions should include a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard and a description of the process by which chosen actions were identified. As part of this process, linking jurisdictions should coordinate the selection of actions among the jurisdiction's various departments.
- Once their public involvement strategy and template are completed, the new jurisdiction will submit the completed package to the POC for a pre-adoption review to ensure conformance with the multi-jurisdictional plan format and linkage procedure requirements.

- The POC will review for the following:
 - Documentation of public involvement and action plan development strategies
 - Conformance of template entries with guidelines outlined in instructions
 - Chosen actions are consistent with goals, objectives and mitigation catalog of the Harris County Multi-Hazard Mitigation Action Plan
 - A designated point of contact
 - A completed FEMA plan review crosswalk.
- Plans will be reviewed by the POC and submitted to Texas Division of Emergency Management (TDEM) for review and approval.
- TDEM will review plans for state compliance. Non-compliant plans are returned to the lead agency for correction. Compliant plans are forwarded to FEMA for review with annotation as to the adoption status.
- FEMA reviews the linking jurisdiction's plan in association with the approved plan to ensure DMA compliance. FEMA notifies the new jurisdiction of the results of review with copies to TDEM and the approved plan lead agency.
- Linking jurisdiction corrects plan shortfalls (if necessary) and resubmits to TDEM through the approved plan lead agency.
- For plans with no shortfalls from the FEMA review that have not been adopted, the new jurisdiction governing authority adopts the plan and forwards adoption resolution to FEMA with copies to lead agency and TDEM.
- FEMA regional director notifies the new jurisdiction's governing authority of the plan's approval.

The new jurisdiction plan is then included with the multi-jurisdiction hazard mitigation plan and the linking jurisdiction is committed to participate in the ongoing plan maintenance strategy identified in Chapter 22, Volume 1 of the hazard mitigation plan.

DECREASING THE PARTNERSHIP

The eligibility afforded under this process to the planning partnership can be rescinded in two ways. First, a participating planning partner can ask to be removed from the partnership. This may be done because the partner has decided to develop its own plan or has identified a different planning process for which it can gain eligibility. A partner that wishes to voluntarily leave the partnership shall inform the POC of this desire in writing. This notification can occur any time during the calendar year. A jurisdiction wishing to pursue this avenue is advised to make sure that it is eligible under the new planning effort, to avoid any period of being out of compliance with the Disaster Mitigation Act.

After receiving this notification, the POC shall immediately notify both TDEM and FEMA in writing that the partner in question is no longer covered by the Harris County Multi-Hazard Mitigation Action Plan, and that the eligibility afforded that partner under this plan should be rescinded based on this notification.

The second way a partner can be removed from the partnership is by failure to meet the participation requirements specified in the "Planning Partner Expectations" package provided to each partner at the beginning of the process, or the plan maintenance and implementation procedures specified in Volume 1 of the plan. Each partner agreed to these terms by adopting the plan.

Eligibility status of the planning partnership will be monitored by the POC. The determination of whether a partner is meeting its participation requirements will be based on the following parameters:

- Are partners notifying the POC of changes in designated points of contact?

- Are the partners supporting the Steering Committee by attending designated meetings or responding to needs identified by the body?
- Are the partners continuing to be supportive as specified in the planning partners expectations package provided to them at the beginning of the process?

Participation in the plan does not end with plan approval. This partnership was formed on the premise that a group of planning partners would pool resources and work together to strive to reduce risk within the planning area. Failure to support this premise lessens the effectiveness of this effort. The following procedures will be followed to remove a partner due to the lack of participation:

- The POC will advise the Steering Committee of this pending action and provide evidence or justification for the action. Justification may include: failure to attend meetings determined to be mandatory by the Steering Committee, failure to act on the partner's action plan, or inability to reach designated point of contact after a minimum of five attempts.
- The Steering Committee will review information provided by POC, and determine action by a vote. The Steering Committee will invoke the voting process established in the ground rules established during the formation of this body.
- Once the Steering Committee has approved an action, the POC will notify the planning partner of the pending action in writing via certified mail. This notification will outline the grounds for the action, and ask the partner if it is their desire to remain as a partner. This notification shall also clearly identify the ramifications of removal from the partnership. The partner will be given 30 days to respond to the notification.
- Confirmation by the partner that they no longer wish to participate or failure to respond to the notification shall trigger the procedures for voluntary removal discussed above.
- Should the partner respond that they would like to continue participation in the partnership, they must clearly articulate an action plan to address the deficiencies identified by the POC. This action plan shall be reviewed by the Steering Committee to determine whether the actions are appropriate to rescind the action. Those partners that satisfy the Steering Committee's review will remain in the partnership, and no further action is required.
- Automatic removal from the partnership will be implemented for partners where these actions have to be initiated more than once in a 5-year planning cycle.

Appendix C. Annex Instructions and Templates

INSTRUCTIONS FOR COMPLETING CITY/COUNTY ANNEX TEMPLATE

The jurisdictional annex templates for the 2018 *Harris County Hazard Mitigation Plan* update will be completed in three phases. **This document provides instructions for completing each phase of the template for municipalities.**

The target timeline for phase completion is as follows:

- **Phase 1**—Profile, Trends and Previous Plan Status
 - Deployed: November 26, 2018
 - Due: December 31, 2018
- **Phase 2**—Capability Assessment and Information Sources
 - Deployed: February 19, 2019
 - Due: March 29, 2019
- **Phase 3**—Risk Ranking, Action Plan, and Information Sources
 - Deployed: Mandatory Phase 3 Workshops in mid-July 2019
 - Due: August 2019

Please direct any questions and return your completed Phase 3 template by August 9, 2019 to:

Brian Rutherford
Tetra Tech
Phone: (281) 414-6741
E-mail: Brian.Rutherford@tetrattech.com

A Note About Formatting:

The template for the annex is a Microsoft Word document in a format that will be used in the final plan. Partners are asked to use this template so that a uniform product will be completed for each partner.

Content should be entered within the yellow, highlighted text that is currently in the template, rather than creating text in another document and pasting it into the template. Text from another source will alter the style and formatting of the document.

The numbering in the document will be updated when completed annexes are combined into the final document. Please do not adjust any of this numbering.

IMPORTANT! READ THIS

Phase 1 and Phase 2 templates were previously provided to your jurisdiction for completion. If your jurisdiction returned completed Phase 1 and Phase 2 templates:

- The Phase 1 and Phase 2 content you provided is already incorporated into your Phase 3 template.
- Please review the template to see if we have inserted any comments requesting further work to be done on Phase 1 and Phase 2
 - ***If any comments are included, please address them.*** Then, begin your work on Phase 3 following the Phase 3 instructions beginning on page 10.
 - If no comments are included, then you **DO NOT** need to do any further work on the Phase 1 and Phase 2 content. ***Go directly to the instructions for Phase 3, beginning on page 10.***

If your jurisdiction has **NOT** yet done any work on the Phase 1 and Phase 2 templates, then follow the instructions below for providing the Phase 1 and Phase 2 information.

If your jurisdiction started work on the Phase 1 or Phase 2 template but never completed and submitted it, please copy the work you had completed so far into the new template you received for Phase 3. Then complete Phases 1 and 2 following the instructions provided here.

PHASE 1 AND PHASE 2 INSTRUCTIONS

CHAPTER TITLE

You jurisdiction's name has already been entered as the title of the chapter. Please review and correct if needed.

HAZARD MITIGATION PLAN POINT OF CONTACT

Provide the name, title, mailing address, telephone number, and e-mail address for the primary point of contact for your jurisdiction. This should be the person responsible for monitoring, evaluating and updating the annex for your jurisdiction. This person should also be the principle liaison between your jurisdiction and the Steering Committee overseeing development of this plan.

In addition, designate an alternate point of contact. This would be a person to contact should the primary point of contact be unavailable or no longer employed by the jurisdiction.

Note: Both of these contacts should match the contacts that were designated in your jurisdiction's letter of intent to participate in this planning process. If you have changed the primary or secondary contact, please let the planning team know by inserting a comment into the document.

JURISDICTION PROFILE

Provide information specific to your jurisdiction as indicated, in a style similar to the examples provided below. This should be information that will not be provided in the overall mitigation plan document.

Location

Describe the community's location, size and prominent features, similarly to the example below

The City of Jones is in the northwest portion of Smith County, along the Pacific Coast in northern California. It is almost 300 miles of San Francisco. The city's total area is 4.2 square miles, with boundaries generally extending north-south from State Highway 111 to the Johnson River and east-west from Coast Road to East Frank Avenue. The City of Allen is to the north, unincorporated county is to the west, the City of Bethany is to the south, and the Pacific Ocean is to the west.

Jones is home to the University of Arbor, Bickerson Manufacturing, and the western portion of Soosoo National Park.

History

Describe the community's history, focusing on economy and development, and note its year of incorporation, similarly to the example below

The City of Jones was incorporated in 1858. The area was settled during the gold rush in the 1850s as a supply center for miners. As the gold rush died down, timber and fishing became the area's major economic resources. By 1913, the Jones Teachers College, a predecessor to today's University of Arbor, was founded. Recently, the presence of the college has come to shape Jones' population into a young and educated demographic. In 1981 the City developed the Jones Marsh and Wildlife sanctuary, an environmentally friendly sewage treatment enhancement system.

With numerous annexations since its original incorporation, the city's area has almost doubled. Today it features a commercial core in the center of the city, with mostly residential areas to the north and south, the university to the west and the national park on the east.

Climate

Describe the community's key climate characteristics, similarly to the example below

Jones' weather is typical of the Northern California coast, with mild summers and cool, wet winters. It rarely freezes in the winter and it is rarely hot in the summer. Annual average rainfall is over 40 inches, with 80 percent of that falling from November through April. The average year-round temperature is 59°F. Humidity averages 72 to 87 percent. Prevailing winds are from the north, and average 5 mph.

Governing Body Format

Describe the community's key governance elements, similarly to the example below

The City of Jones is governed by a five-member city council. The City consists of six departments: Finance, Environmental Services, Community Development, Public Works, Police and the City Manager's Office. The City has 13 commissions and task forces, which report to the City Council.

The City Council assumes responsibility for the adoption of this plan; the City Manager will oversee its implementation.

Complete the table providing the names and titles of members of the local mitigation planning team responsible for completion of this annex. Team membership should consist of agencies with authority to regulate development and enforce local ordinances or regulatory standards, such as building/fire code enforcement, emergency management, emergency services, floodplain management, parks and recreation, planning/community

development, public information, public works/engineering, stormwater management, transportation, or infrastructure.

CURRENT TRENDS

Population

For population data, use the most current population figure for your jurisdiction based on an official means of tracking (e.g., the U.S. Census or state office of financial management).

According to California Department of Finance, the population of Jones as of July 2018 was 17,280. Since 2010, the population has grown at an average annual rate of 1.2 percent, though that rate is declining, with an annual average of only 0.8 percent since 2015.

Development

In the yellow-highlighted text that says “Describe trends in general,” provide a brief description of your jurisdiction’s recent development trends similar to the following example:

Anticipated development levels for Jones are low to moderate, consisting primarily of residential development. The majority of recent development has been infill. Residentially, there has been a focus on affordable housing and a push for more secondary mother-in-law units on properties.

The City of Jones adopted its general plan in July 2000. The plan focuses on issues of the greatest concern to the community. City actions, such as those relating to land use allocations, annexations, zoning, subdivision and design review, redevelopment, and capital improvements, must be consistent with the plan. Future growth and development in the city will be managed as identified in the general plan.

Complete the table titled “Recent and Expected Future Development Trends.” Please note:

- The portion of the table requesting the number of permits by year is specifically looking for development permits for new construction. If your jurisdiction does not have the ability to differentiate between permit types, please list the total number of permits and indicate “N/A” (not applicable) for the permit sub-types.
- If your jurisdiction does not have the ability to track the number of permits for each hazard area, please delete the bullet list of hazard areas and insert a qualitative description of where development has occurred.
- Examples of qualitative descriptions of buildout in the jurisdiction are as follows:
 - The Town is close to being built out. Most new projects involve the demolition of an existing residence and construction of a new replacement residence. A few subdivisions are processed each year.
 - There are five parcels of underdeveloped land within the city limits. According to the General Plan, the total potential units for these parcels is 33 units.

CAPABILITY ASSESSMENT

Please note that it is unlikely that you will be able to complete all sections of the capability assessment on your own. You will likely need to reach out to other departments within your local government, such as planning, finance, public works, etc. It may be beneficial to provide these individuals with background information about this planning process, as you will want input from them again during Phase 3 of your annex development.

Fill in your jurisdiction's name where indicated on the first line of the first paragraph under the heading "1.4 Capability Assessment."

Legal and Regulatory Capability

In the table titled "Legal and Regulatory Capability," indicate "Yes" or "No" for each listed code, ordinance, requirement or planning document in each of the following columns:

- **Local Authority**—Enter "Yes" if your jurisdiction has prepared or adopted the identified item; otherwise, enter "No." If yes, then enter the code, ordinance number, or plan name and its date of adoption in the comments column. *Note: If you are entering yes, please be sure that you are providing a comment with the appropriate code, ordinance or plan.*
- **Other Jurisdiction Authority**—Enter "Yes" if there are any regulations that may impact your jurisdiction that are enforced or administered by another agency (e.g., a state agency or special purpose district) or if you know that there are any state or federal regulations or laws that would prohibit local implementation of the identified item; otherwise, enter "No." *Note: If you answer yes, please indicate the other agency in the comments.*
- **State Mandated**—Enter "Yes" if state laws or other requirements enable or require the listed item to be implemented at the local level; otherwise, enter "No." *Note: If you are entering yes, please be sure that you are providing a comment.*
- **Integration Opportunity**—Enter "Yes" if your jurisdiction has opportunities for integration of the code, ordinance or plan with the hazard mitigation plan. Consider entering "Yes" in the Integration Opportunity column if you answer "yes" to any of the following:
 - If you answered "Yes" in the Local Authority column for this code, ordinance or plan:
 - Does the code, ordinance or plan already address hazards and their potential impacts?
 - If so, should it be updated or revised to reflect new information about risk?
 - If not, will (or should) the code, ordinance or plan be updated over the performance period of the hazard mitigation plan (5 years)?
 - Does the code, ordinance or plan include specific projects that should be reviewed to incorporate hazard mitigation goals?
 - Does the code, ordinance or plan include specific projects that should be included as action items in the hazard mitigation action plan?
 - If you answered "No" in the Local Authority column for this code, ordinance or plan:
 - Will your jurisdiction develop the code, ordinance or plan during the performance period of the hazard mitigation plan?

Note: Each capability with a "Yes" answer to Integration Opportunity will be discussed in more detail later in the annex. You may wish to keep notes when assessing the Integration Opportunity or review the "Integration with Other Planning Initiatives" section below.

- **Comments**—Enter the code number and adoption date for any local code indicated as being in place; provide other comments as appropriate to describe capabilities for each entry. **PLEASE DO NOT OVERLOOK THIS STEP**

For the category "Capital Improvement Plan," answer the specific question regarding plan update frequency, in addition to completing the four columns indicating level of capability.

Development and Permit Capabilities

Complete the table titled “Development and Permitting Capabilities.”

Fiscal Capability

Complete the table titled “Fiscal Capability” by indicating whether each of the listed financial resources is accessible to your jurisdiction. Enter “Yes” if the resource is fully accessible to your jurisdiction. Enter “No” if there are limitations or prerequisites that may hinder your eligibility for this resource.

Administrative and Technical Capability

Complete the table titled “Administrative and Technical Capability” by indicating whether your jurisdiction has access to each of the listed personnel resources. Enter “Yes” or “No” in the column labeled “Available?”. If yes, then enter the department and position title in the right-hand column. If you have contract support staff with these capabilities, you can still answer “Yes.” Indicate in the department column that this resource is provided through contract support.

Education and Outreach Capabilities

Complete the table titled “Education and Outreach” to indicate your jurisdiction’s capabilities and existing efforts regarding natural hazard mitigation education and outreach.

National Flood Insurance Program Compliance

Complete the table titled “National Flood Insurance Program Compliance” by indicating your jurisdiction’s capabilities related to each question in the table.

Classification in Hazard Mitigation Programs

Complete the table titled “Community Classifications” to indicate your jurisdiction’s participation in various national programs related to natural hazard mitigation. For each program enter “Yes” or “No” in the second column to indicate whether your jurisdiction participates. If yes, then enter the classification that your jurisdiction has earned under the program in the third column and the date on which that classification was issued in the fourth column; enter “N/A” in the third and fourth columns if your jurisdiction is not participating. If you do not know your current classification, information is available at the following websites:

- **Community Rating System**— https://www.fema.gov/media-library-data/1503240360683-30b35cc754f462fe2c15d857519a71ec/20_crs_508_oct2017.pdf
- **Storm Ready**— <https://www.weather.gov/stormready/communities>
- **Firewise**— <http://www.firewise.org/usa-recognition-program/map-of-active-participants.aspx>
- **Building Code Effectiveness Grading Schedule (BCEGS)**— <https://www.isomitigation.com/bcegs/iso-s-building-code-effectiveness-grading-schedule-bcegs.html>
- **Public Protection Classification**— <https://firechief.iso.com/FCWeb/mitigation/ppc0001.jsp>

Adaptive Capacity for Climate Change

Consider the climate change impact concerns identified for the planning area:

- Reduced snowpack
- Increased wildfires

- Sea level rise and inland flooding
- Threats to sensitive species (e.g. coho salmon)
- Loss in agricultural productivity (e.g. forestry, wine grapes, nursery products, dairy)
- Public health and safety.

With those impacts in mind, complete the table titled “Adaptive Capacity for Climate Change” by indicating that your jurisdiction’s capacity for each listed criterion as follows:

- **High**—The capacity exists and is in use.
- **Medium**—The capacity may exist, but is not used or could use some improvement.
- **Low**—The capacity does not exist or could use substantial improvement.
- **Unsure**—Not enough information is known to assign a rating.

This is a subjective assessment, but providing a few words of explanation is useful. It is highly recommended that you complete this table with an internal planning team and that you review the results of the other capability assessment tables before completing.

INTEGRATION WITH OTHER PLANNING INITIATIVES

For hazard mitigation planning, “integration” means that hazard mitigation information is used in other relevant planning mechanisms, such as general planning and capital facilities planning, and that relevant information from those sources is used in hazard mitigation. The goal of plan integration is to ensure that the potential impact of hazards is considered in planning for future development. FEMA recommends integration as follows:

- Integrate hazard mitigation plan goals with community objectives (e.g. incorporate the goals for risk reduction and safety into the policies of other plans).
- Use the risk assessment to inform plans and policies (e.g. incorporate risk assessment findings into land use plans, site plan review, emergency operations plans).
- Implement mitigation actions through existing mechanisms (e.g. include mitigation projects in the capital improvement plan).
- Think about mitigation before and after a disaster (e.g. build recovery planning on existing mitigation plans and goals).

After reviewing the plans, programs and ordinances identified in the capability assessment tables, identify all plans and programs that have already been integrated with the hazard mitigation plan, and those that offer opportunities for future integration. The simplest way to do this is to review the Legal and Regulatory Capabilities table to see which items were marked as “Yes” under the Integration Opportunity column.

Existing Integration

In the highlighted bullet list, list items for which you entered “Yes” under the Integration Opportunity column of the “Legal and Regulatory Capability” table because the plan or ordinance already addresses potential impacts or includes specific projects that should be included as action items in the mitigation action plan. Consider listing items marked as Completed in the “Status of Previous Plan Actions” table if they were indicated as being ongoing actions. Provide a brief description of how the plan or ordinance is integrated. Examples are as follows:

- **Capital Improvement Plan**—The capital improvement plan includes projects can help mitigate potential hazards. The City will act to ensure consistency between the hazard mitigation plan and the current and future capital improvement plans. The hazard mitigation plan may identify new possible funding sources for capital improvement projects and may result in modifications to proposed projects based on results of the risk assessment.

- **Building Code and Fire Code**—The City’s adoption of the 2016 California building and fire codes incorporated local modifications to account for the climatic, topographic and geographic conditions that exist in the City.
- **General Plan**—The general plan includes a “Safety, Services, and Infrastructure” element to protect the community from unreasonable risk by establishing policies and actions to avoid or minimize the following hazards:
 - Geologic and seismic hazards
 - Fire hazards
 - Hazardous materials
 - Flood control
 - Impacts from climate change.
- **Climate Action Plan**—The City’s Climate Action Plan includes projects for reducing greenhouse gas emissions and adapting to likely impacts of climate change. These projects were reviewed to identify cross-planning initiatives that serve both adaptation and mitigation objectives.

Note: Any plans that fall into this category should be reviewed during the development of the mitigation strategy in Phase 3 and included as appropriate.

Opportunities for Future Integration

List any remaining items that say “Yes” in the Integration Opportunity column in the Legal and Regulatory Capabilities and explain the process by which integration will occur. Examples follow:

- **Zoning Code**—The City of Smithburg is conducting a comprehensive update to its zoning code. The opportunity to incorporate additional mitigation and abatement measures will be contemplated for inclusion into the Code.
- **Capital Improvement Projects**—Capital improvement project proposals may take into consideration hazard mitigation potential as a means of evaluating project prioritization.
- **Post-Disaster Recovery Plan**—Smithburg does not have a recovery plan and intends to develop one as a mitigation planning action during the next five years. The plan will build on the mitigation goals and objectives identified in the mitigation plan.

After you have accounted for all items marked as “Yes” under the Integration Opportunity column, consider other programs you may have in place in your jurisdiction that include routine consideration and management of hazard risk. Examples of such programs may include: tree pruning programs, right-of-way mowing programs, erosion control or stream maintenance programs, etc. Please add any such programs to the integration discussion and provide a brief description of how these program manage (or could be adapted to manage) risk from hazards.

STATUS OF PREVIOUS PLAN ACTIONS

Please note that this section only applies to jurisdictions that are conducting updates to previously approved hazard mitigation plans. If your jurisdiction has not previously participated in an approved plan, please enter a note stating this, and we will remove this section in your final annex.

All action items identified in prior mitigation planning efforts must be reconciled in this plan update. Action items must all be marked as **ONE** of the following; check the appropriate box (place an X) and provide the following information:

- **Completed**—If an action has been completed since the prior plan was prepared, please check the appropriate box and provide a date of completion in the comment section. If an action has been initiated and is an ongoing program (e.g. annual outreach event), you may mark it as completed and note that it is ongoing in the comments. If an action addresses an ongoing program you would like to continue to include in your action plan, please see the Carried Over to Plan Update bullet below.
- **Removed**—If action items are to be removed because they are no longer feasible, a reason must be given. Lack of funding does not mean that it is no longer feasible, unless the sole source of funding for an action is no longer available. Place a comment in the comment section explaining why the action is no longer feasible or barriers that prevented the action from being implemented (e.g., “Action no longer considered feasible due to lack of political support.”). If the wording and/or intent of a previously identified action is unclear, this can be a reason for removal. A change in community priorities may also be a reason for removal and should be discussed in the comments.
- **Carried Over to Plan Update**—If an action is in progress, is ongoing, or has not been initiated and you would like to carry it over to the plan update, please check the “Check if Yes” column under “Carried Over to Plan Update.” Selecting this option indicates that the action will be included in the mitigation action plan for this update. If you are carrying over an action to the update, please include a comment describing any action that has been taken or why the action was not taken (specifically, any barriers or obstacles that prevented the action from moving forward or slowed progress). Leave the last column, “Action # in Update,” blank at this point. This will be filled in after completing the updated action plan in Phase 3.

Please ensure that you have provided a status and a comment for each action.

REVIEW AND INCORPORATION OF INFORMATION FOR THIS ANNEX

Please note that this section will ultimately describe all information sources used to develop this annex, but that only the sources used for Phases 1 and 2 will be listed at this point. Additional sources will be added with the preparation of the Phase 3 annex template.

This section should describe what resources you used to complete the annex and how you used them. Several items are started for you, but please be sure to update and enhance any descriptions. This may seem trivial or unimportant, but it is a requirement to pass the state and FEMA review process.

THIS COMPLETES PHASES 1 AND 2

PHASE 3 INSTRUCTIONS

JURISDICTION-SPECIFIC NATURAL EVENT HISTORY

In the table titled “Past Natural Hazard Events,” list in chronological order (most recent first) any natural hazard event that has caused damage to your jurisdiction. Include the date of the event and the estimated dollar amount of damage it caused. You are welcome to include any events, but special attention should be made to include major storms and federally declared disasters. Please refer to the table listing all Presidential Disaster Declarations for the County that is included in the toolkit you received at the workshop. We recommend including most large-scale disasters, unless you know that there were no impacts to your jurisdiction. Specifically, we recommend that you include these events if you have damage estimate information or can provide a brief description of impacts that occurred within your community. In addition to these events, please refer to the NOAA storm events database included in the tool kit. We recommend conducting a search for the name of your jurisdiction in order to identify events with known impacts. Other potential sources of damage information include:

- Preliminary damage estimates your jurisdiction filed with the county or state
- Insurance claims data
- Newspaper archives
- Other plans/documents that deal with emergency management (safety element of a comprehensive plan, emergency response plan, etc.)
- Resident input.

If you do not have estimates for dollars of damage caused, please list “Not Available” in the appropriate column or simply list a brief description of the damages (e.g. Main Street closed as a result of flooding, downed trees and residential damages). Please note that tracking such damages is a valid and useful mitigation action if your jurisdiction does not currently track such information.

HAZARD RISK RANKING

The risk ranking performed for the overall planning area is presented in the risk assessment section of the overall hazard mitigation plan. However, each jurisdiction has differing degrees of risk exposure and vulnerability and, therefore, needs to rank risk for its own area, using the same methodology as used for the overall planning area. The risk-ranking exercise assesses two variables for each hazard: its probability of occurrence; and its potential impact on people, property and the economy.

Enter Risk Rank Based on Loss Matrix Spreadsheet and Local Knowledge

Tetra Tech has developed a draft risk ranking for your jurisdiction. It is included in the “Loss Matrix” spreadsheet provided in the toolkit distributed at the workshop. The hazard with the highest risk rating (probability x impact) was given a rank of 1; the hazard with the second highest rating is listed with a rank of 2; and so on. Two hazards with equal risk ratings were given the same rank. “High,” Medium,” and “Low” assignments were given for each hazard of concern based on a total score. To complete this section of the annex template, you need to review the risk ranking provided in the spreadsheet, and then do one of the following:

- **If you agree with the results**, copy them from the spreadsheet into the risk ranking table in your annex.
- **If the results differ from what you know based on substantiated data and documentation**, you may alter the ranking based on this knowledge, and enter the revised ranking into the risk ranking table in your annex.

If you modify the spreadsheet-generated risk ranking based on local knowledge, please note this fact in your template and include what you believe the rank should be and why. For example, the spreadsheet may have assigned a low risk rank to drought, but you know that the local economy is heavily reliant on water-using industries, such as agriculture or manufacturing, so you believe it should be ranked as medium. Remember that this exercise is about categorizing hazards into broad levels of risk (high, medium, low), not precise calculations.

In modifying any risk ratings, keep in mind that one of the purposes of this exercise is to support the selection and prioritization of actions in your plan. **You will need to have at least one true mitigation action for each hazard rated as “high” or “medium.”** This is discussed in more detail in the Hazard Mitigation Action Plan section of these instructions.

Review Risk Ranking Process Used in the Loss Matrix

The sections below describe the methodology that was used to derive the risk ranking. They are provided for your information in reviewing the risk ranking prepared for your jurisdiction.

Probability of Occurrence for Each Hazard

A probability factor is assigned based on how often a hazard is likely to occur. The probability of occurrence of a hazard event is generally based on past hazard events in an area, although weight can be given to expected future probability of occurrence based on established return intervals and changing climate conditions. For example, if your jurisdiction has experienced two damaging floods in the last 25 years, the probability of occurrence is high for flooding and scores a 3 under this category. If your jurisdiction has experienced no damage from landslides in the last 100 years, your probability of occurrence for landslide is low, and scores a 1 under this category. Each hazard was assigned a probability factor as follows:

- High—Hazard event is likely to occur within 25 years (Probability Factor = 3)
- Medium—Hazard event is likely to occur within 100 years (Probability Factor = 2)
- Low—Hazard event is not likely to occur within 100 years (Probability Factor = 1)
- None—If there is no exposure to a hazard, there is no probability of occurrence (Probability Factor = 0)

Potential Impacts of Each Hazard

The impact of each hazard is divided into three categories: impacts on people, impacts on property, and impacts on the economy. These categories are also assigned weighted values. Impact on people was assigned a weighting factor of 3, impact on property was assigned a weighting factor of 2 and impact on the economy was assigned a weighting factor of 1. Impact factors for each category (people, property, economy) are described below.

Impacts on People

Values are assigned based on the percentage of the total ***population exposed*** to the hazard event. The degree of impact on individuals will vary and is not measurable, so the calculation assumes for simplicity and consistency that all people exposed to a hazard because they live in a hazard zone will be equally impacted when a hazard event occurs. Impact factors were assigned as follows:

- High—25 percent or more of the population is exposed to a hazard (Impact Factor = 3)
- Medium—10 percent to 24 percent of the population is exposed to a hazard (Impact Factor = 2)
- Low—9 percent or less of the population is exposed to the hazard (Impact Factor = 1)
- No impact—None of the population is exposed to a hazard (Impact Factor = 0)

The percent of the total population exposed to each hazard of concern with a defined extent (e.g. floodplain) can be found in the loss estimate matrix in the **green highlighted column**. For hazards that do not have a defined

extent, the entire population or a portion of the population is considered to be exposed, depending on the hazard. For the drought hazard, it is common for jurisdictions to list “low” or “none,” because all people in the planning area would be exposed to drought, but impacts to the health and safety of individuals are expected to be minimal.

Impacts on Property

Values are assigned based on the percentage of the total ***property value exposed*** to the hazard event:

- High—25 percent or more of the total replacement value is exposed to a hazard (Impact Factor = 3)
- Medium—10 percent to 24 percent of the total replacement value is exposed to a hazard (Impact Factor = 2)
- Low—9 percent or less of the total replacement value is exposed to the hazard (Impact Factor = 1)
- No impact—None of the total replacement value is exposed to a hazard (Impact Factor = 0)

The percent of the total value exposed to each hazard of concern with a defined extent and location (e.g. floodplain) can be found in the loss estimate matrix in the **blue highlighted column**. For those hazards that do not have a defined extent and location (e.g. severe weather) the entire building stock is generally considered to be exposed. For the drought hazard, it is common for jurisdictions to list “low” or “none,” because all structures in the planning area would be exposed to drought, but impacts to structures are expected to be minimal.

Impacts on the Economy

Values were assigned based on the percentage of the total ***property value vulnerable*** to the hazard event. Values represent estimates of the loss from a major event of each hazard in comparison to the total replacement value of the property exposed to the hazard. For some hazards, such as wildland fire and landslide, vulnerability may be considered to be the same or a portion of exposure due to the lack of loss estimation tools specific to those hazards.

- High—Estimated loss from the hazard is 10 percent or more of the total replacement value (Impact Factor = 3)
- Medium—Estimated loss from the hazard is 5 percent to 9 percent of the total replacement value (Impact Factor = 2)
- Low—Estimated loss from the hazard is 4 percent or less of the total replacement value (Impact Factor = 1)
- No impact—No loss is estimated from the hazard (Impact Factor = 0).

The loss estimates for each hazard of concern that was modeled (i.e. dam failure, flood, earthquake) can be found in the loss estimate matrix in the **purple highlighted column**. For those hazards that have a defined extent and location, but do not have modelled loss results, loss estimates can be the same as exposure or a portion thereof. For example, a large percentage of the building stock may be exposed to landslide or wildland fire risk, but it would not be expected that one event that resulted in loss to all exposed structures would occur. For those hazards that do not have a defined extent and location, exposure is based on the hazard type.

Risk Rating for Each Hazard

A risk rating for each hazard was determined by multiplying the assigned probability factor by the sum of the weighted impact factors for people, property and the economy:

$$\text{Risk Rating} = \text{Probability Factor} \times \text{Weighted Impact Factor \{people + property + economy\}}$$

This is the number shown in the risk ranking table in your template. Generally, scores of 30 or greater are rated “high”, scores between 15 and 30 are rated “medium”, and scores of less than 15 are rated “low”.

JURISDICTION-SPECIFIC VULNERABILITIES

Repetitive Loss Properties

A repetitive loss property is any property for which FEMA has paid two or more flood insurance claims in excess of \$1,000 in any rolling 10-year period since 1978. In the space provided, Tetra Tech has inserted the following information based on data provided by FEMA:

- The number of any FEMA-identified repetitive-loss properties in your jurisdiction.
- The number of any FEMA-identified severe-repetitive-loss properties in your jurisdiction.
- The number (if any) of repetitive-loss or severe-repetitive-loss properties in your jurisdiction that have been mitigated. Mitigated for this exercise means that flood protection has been provided to the structure.

Please note that if your jurisdiction has any repetitive loss properties, we would strongly encourage you to include a mitigation action that addresses mitigating these properties.

Other Vulnerabilities

Review the results of the risk assessment included in the toolkit, your jurisdiction's natural-events history, and any relevant public comments/input, and based on that review, develop a few sentences that discuss specific risks. You do not need to develop a sentence for every parameter, but review the results and identify a few issues you would like to highlight. For example:

- Only about 2 percent of the jurisdiction's population is estimated to reside in the 1 percent annual chance flood hazard area; however, 45 percent of the population is estimated to reside in the 0.2 percent annual chance flood hazard area where flood insurance is generally not required.
- A magnitude 7.5 earthquake on the Smithburg Fault may produce nearly 1 million tons of structure debris.
- Over the past 10 years, the jurisdiction has experienced more than \$6 million in estimated damages from severe storm events.
- More than 50 buildings are located in areas that will be permanently inundated with 12 inches of sea level rise.
- The results of the public survey indicated that 40 percent of Smithburg residents would not be able to be self-sufficient for 5 days following a major event.

In addition, list any noted vulnerabilities in your jurisdiction related to hazard mitigation that may not be apparent from the risk assessment and other information provided. This may include things such as the following:

- An urban drainage issue that results in localized flooding every time it rains.
- An area of the community that frequently loses power due to a lack of tree maintenance.
- A critical facility, such as a police station, that is not equipped with a generator.
- A neighborhood that has the potential to have ingress and egress cut off as the result of a hazard event, such as a flood or earthquake (e.g. bridge only access).
- Substantial number of buildings in one area of the community are unreinforced masonry or soft-story construction.
- An area along the river is eroding and threatening public and/or private property.
- A large visitor population that may not be aware of tsunami risk.

Spending some time thinking about the results of the risk assessment and other noted vulnerabilities will be a big help in the development of your mitigation strategy. Tetra Tech has inserted a few items in this section to get you started. In addition, two examples are shown in the table below.

Noted Vulnerability	Example Mitigation Action
Only about 2 percent of the jurisdiction's population is estimated to reside in the 1 percent annual chance flood hazard area; however, 45 percent of the population is estimated to reside in the 0.2 percent annual chance flood hazard area where flood insurance is generally not required.	Develop and implement an annual public information initiative that targets residents in the 0.2 percent annual chance flood hazard area. Provide information on the availability of relatively low cost flood insurance policies.
An urban drainage issue results in localized flooding every time it rains.	Replace undersized culverts that are contributing to localized flooding. Priority areas include: - The corner of Main Street and 1st Street - Old Oak subdivision.

HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

This section is the heart of your jurisdictional annex. This is where you will identify the actions your jurisdiction would like to pursue with this plan. All of the work that you have done thus far should provide you with a plethora of ideas for actions. With this in mind, we recommend that you review the following and develop a list of potential actions:

- Capability Assessment Section of Annex**—Review the Legal and Regulatory Capability table, the Fiscal Capability table, the Administrative and Technical Capability table, the Education and Outreach table, and the Community Classification table.
 - For any capability that you indicated that you did not have, ask yourself – should we have this capability? If yes, consider including an action to develop/acquire the capability.
 - Example: Ensure a staff person from public works and planning are trained in the use of FEMA's benefit-cost analysis software.
 - Review the Legal and Regulatory capabilities. If any have not been reviewed and updated in more than 10 years, consider an action to review and update the capability and, as appropriate, incorporate hazard mitigation principles or information obtained in the risk assessment (Note: actions such as this should also be identified in the opportunities for future integration section). Also, consider including projects or actions that have been identified in other plans and programs such as Capital Improvement Plans, Strategic Plans, etc. as actions in this plan.
 - For any capability that you indicated you do have, consider how this capability can be leveraged to increase or improve hazard mitigation in the jurisdiction.
- National Flood Insurance Program Compliance Table of this Annex**—Review the table and consider the following:
 - If you have no certified floodplain managers and you have flood risk, consider adding an action to provide key staff members with training appropriate to obtain certification.
 - If your flood damage prevention was last updated in or before 2004, you should identify an action to update your ordinance to ensure it is compliant with NFIP requirements.

Wording Your Action Descriptions:

Descriptions of your actions need not provide great detail. That will come when you apply for a project grant. Provide enough information to identify the project's scope and impact. The following are typical descriptions for an action plan action:

- **Action 1**—Address repetitive-loss properties. Through targeted mitigation, acquire, relocate or retrofit the five repetitive loss structures in the County as funding opportunities become available.
- **Action 2**—Perform a non-structural, seismic retrofit of City Hall.
- **Action 3**—Acquire floodplain property in the Smith subdivision.
- **Action 4**—Enhance the County flood warning capability by joining the NOAA "Storm Ready" program.

- If you have any outstanding NFIP compliance issues, be sure to add an action to address them.
 - If flood hazard maps do not adequately address the flood risk within your jurisdiction, consider actions to request new mapping or conduct studies.
 - If you don't participate in CRS or you would like to improve your classification, consider this as an action.
 - If the number of flood insurance policies in your jurisdiction is low relative to the number of structures in the floodplain, consider an action that will promote flood insurance in your jurisdiction.
- **Adaptive Capacity for Climate Change Section of this Annex**—Consider your responses to this section. For those criteria that you listed as medium or low, think of ways you could improve this rating (see adaptive capacity portion of the mitigation best practices catalog). For those criteria you listed as high, think about how you can leverage this capacity to improve or enhance mitigation or continue to improve this capacity. For those criteria that you were unable to provide responses for, consider ways you could improve your understanding of this capacity (see mitigation best practices and adaptive capacity catalog).
 - **Opportunities for Future Integration Section in this Annex**—Review the items you identified in this section. For items that address land use, include them in the prepopulated action in your template that reads as follows: *Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including _____*. For other items listed in this section, consider an action that specifically says what the plan, code, ordinance etc. is and how it will be integrated.
 - **Jurisdiction-Specific Vulnerabilities Section in this Annex**—Review the items that you have identified in this section and consider actions that will help reduce these vulnerabilities (see mitigation best practices catalog).
 - **Mitigation Best Practices Catalog**—A catalog that includes FEMA and other agency identified best practices, steering committee and other stakeholder recommendations was developed as part of the plan development process and included in your tool kit. Review the catalog and identify those actions that your jurisdiction should consider including in its action plan.
 - **Public Input**—Review input received during the process, specifically the public survey results included in your toolkit.
 - **Prior Mitigation Planning Efforts**—If your jurisdiction participated in a previous hazard mitigation plan, please be sure to remember to include any actions that were identified as “carry over” actions. Once you have carried them over, return to the Status of Previous Actions table and record the new action number (see discussion below).

Be sure to consider the following factors in your selection of actions:

- Select actions that are consistent with the overall purpose, goals, and objectives of the hazard mitigation plan.
- Identify actions where benefits exceed costs.
- Include any action that your jurisdiction has committed to pursuing regardless of grant eligibility.
- Know what is and is not grant-eligible under the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) grants (see fact sheet provided in toolkit). If you have actions that are not HMGP, PDM or FMA grant eligible, but do mitigate part or all of the hazard and may be eligible for other grant programs sponsored by other agencies, include them in this section.
- **You must identify at least one true mitigation action (i.e. not a preparedness or response action) that is clearly defined and actionable for hazards ranked as “high” or “medium.”**

Review Actions Recommended for All Partners

Four actions have been prepopulated in your annex template. These actions should be included in every annex and should not be removed, although the specifics should be adjusted as needed for the particulars of each community.

- Where appropriate, support retrofitting, purchase or relocation of structures located in high hazard areas, prioritizing those structures that have experienced repetitive losses and/or are located in high or medium ranked hazard areas.
- Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions within the community.
- Actively participate in the plan maintenance protocols outlined in Volume 1 of the hazard mitigation plan.
- Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements:
 - Enforce the flood damage prevention ordinance.
 - Participate in floodplain identification and mapping updates.
 - Provide public assistance/information on floodplain requirements and impacts.

We also recommend that every planning partner strongly consider the following additional actions, adjusted as needed for the particulars of each community:

- Develop and implement a program to capture perishable data after significant events (e.g. high water marks, preliminary damage estimates, damage photos) to support future mitigation efforts including the implementation and maintenance of the hazard mitigation plan.
- Develop a post-disaster recovery plan and a debris management plan.
- Develop and/or update plans that support or enhance continuity of operations following disasters.
- Purchase generators for critical facilities and infrastructure that lack adequate back-up power.

Complete the Table

Complete the table titled “Hazard Mitigation Action Plan Matrix” for all the actions you have identified and would like to include in the plan:

- Enter the action number and description. Replace the “xxx” included in the template with the letter code for your jurisdiction as follows:

➤ Harris County—HAR1, HAR2, HAR3...	➤ City of LaPorte—LPT1, LPT2, LPT3...
➤ City of Baytown—BAY1, BAY2, BAY3...	➤ City of Missouri City—MSS1, MSS2, MSS3...
➤ City of Bellaire—BEL1, BEL2, BEL3...	➤ City of Morgan's Point—MRG1, MRG2, MRG3...
➤ City of Bunker Hill Village—BNK1, BNK2, BNK3...	➤ City of Nassau Bay—NAS1, NAS2, NAS3...
➤ City of Deer Park—DPK1, DPK2, DPK3...	➤ City of Pasadena—PAS1, PAS2, PAS3...
➤ City of El Lago—LAG1, LAG2, LAG3...	➤ City of Piney Point Village—PPV1, PPV2, PPV3...
➤ City of Friendswood—FRD1, FRD2, FRD3...	➤ City of Seabrook—SBR1, SBR2, SBR3...
➤ City of Galena Park—GAL1, GAL2, GAL3...	➤ City of Shore Acres—SHR1, SHR2, SHR3...
➤ City of Hedwig Village—HED1, HED2, HED3...	➤ City of Southside Place—SSP1, SSP2, SSP3...
➤ City of Hilshire Village—HIL1, HIL2, HIL3...	➤ City of Spring Valley—SPV1, SPV2, SPV3...
➤ City of Humble—HUM1, HUM2, HUM3...	➤ City of Stafford—STF1, STF2, STF3
➤ City of Hunters Creek Village—HNT1, HNT2, HNT3...	➤ City of Taylor Lake Village—TLV1, TLV2, TLV3
➤ City of Jacinto City—JAC1, JAC2, JAC3...	➤ City of Tomball—TOM1, TOM2, TOM3...
➤ City of Jersey Village—JRV1, JRV2, JRV3...	➤ City of Webster—WEB1, WEB2, WEB3...
➤ City of Katy—KTY1, KTY2, KTY3...	➤ City of West University Place—WUP1, WUP2, WUP3...
- If the action is carried over from your previous hazard mitigation plan, return to the “Status of Previous Plan Actions” table you completed in Phase 1 and enter the new action number in the column labeled Action # in Update.

- Indicate whether the action mitigates hazards for new and/or existing assets.
- Identify the specific hazards the action will mitigate (note: you must list the hazards, simply indicating all hazards is not deemed acceptable).
- Identify by number the mitigation plan objectives that the action addresses (see toolkit).
- Indicate who will be the lead in administering the action. This will most likely be a department within your jurisdiction (e.g. planning or public works). If you wish to indicate more than one department, please ensure that it is clear who the lead agency will be and list supporting agencies in the appropriate column.
- Enter an estimated cost in dollars if known; otherwise, enter “High,” “Medium” or “Low” as determined for the prioritization process described in the following section.
- Identify funding sources for the action. If it is a grant, include the funding sources for the cost share. Refer to your fiscal capability assessment to identify possible sources of funding and refer to **the table below** for project eligibility for FEMA’s hazard mitigation assistance grant programs.
- Indicate the time line as “short-term” (1 to 5 years) or “long-term” (5 years or greater) or “ongoing” (a continual program)

Eligible Activities	Hazard Mitigation Grant Program	Pre-Disaster Mitigation	Flood Mitigation Assistance
Property Acquisition and Structure Demolition	√	√	√
Property Acquisition and Structure Relocation	√	√	√
Structure Elevation	√	√	√
Mitigation Reconstruction	√	√	√
Dry Floodproofing of Historic Residential Structures	√	√	√
Dry Floodproofing of Non-residential Structures	√	√	√
Generators	√	√	
Localized Flood Risk Reduction Projects	√	√	√
Non-Localized Flood Risk Reduction Projects	√	√	
Structural Retrofitting of Existing Buildings	√	√	√
Non-Structural Retrofitting of Existing Buildings and Facilities	√	√	√
Safe Room Construction	√	√	
Wind Retrofit for One- and Two-Family Residences	√	√	
Infrastructure Retrofit	√	√	√
Soil Stabilization	√	√	√
Wildland fire Mitigation	√	√	
Post-Disaster Code Enforcement	√		
Advance Assistance	√		
5 Percent Initiative Projects*	√		
Aquifer and Storage Recovery**	√	√	√
Flood Diversion and Storage**	√	√	√
Floodplain and Stream Restoration**	√	√	√
Green Infrastructure**	√	√	√
Miscellaneous/Other**	√	√	√
Hazard Mitigation Planning	√	√	√
Technical Assistance			√
Management Costs	√	√	√

* FEMA allows increasing the 5% Initiative amount up to 10% for a Presidential major disaster declaration under HMGP. The additional 5% can be used for activities that promote disaster-resistant codes for all hazards. As a condition of the award, a disaster-resistant building code must be adopted or an improved Building Code Effectiveness Grading Schedule is required.

** Proposed actions will be evaluated against program requirements. Eligible projects will be approved if funding is available.

Prioritization of Mitigation Actions

Complete the information in the table titled “Mitigation Strategy Priority Schedule” as follows:

- **Action #**—Indicate the action number from the previous annex table (Hazard Mitigation Action Plan Matrix).
- **# of Objectives Met**—Enter the number of objectives the action will meet.
- **Benefits**—Enter “High,” “Medium” or “Low” as follows:
 - High: Action will have an immediate impact on the reduction of risk exposure to life and property.
 - Medium: Action will have a long-term impact on the reduction of risk exposure to life and property, or action will provide an immediate reduction in the risk exposure to property.
 - Low: Long-term benefits of the action are difficult to quantify in the short term.
- **Costs**—Enter “High,” “Medium” or “Low” as follows:
 - High: Would require an increase in revenue via an alternative source (i.e., bonds, grants, fee increases) to implement. Existing funding levels are not adequate to cover the costs of the proposed action.
 - Medium: Could budget for under existing work-plan, but would require a reapportionment of the budget or a budget amendment, or the cost of the action would have to be spread over multiple years.
 - Low: Possible to fund under existing budget. Action is or can be part of an existing ongoing program.
 - If you know the estimated cost of an action because it is part of an existing, ongoing program, indicate the amount.
- **Do Benefits Exceed the Cost?**—Enter “Yes” or “No.” This is a qualitative assessment. Enter “Yes” if the benefit rating (high, medium or low) is the same as or higher than the cost rating (high benefit/high cost; high benefit/medium cost; medium benefit/low cost; etc.). Enter “No” if the benefit rating is lower than the cost rating (medium benefit/high cost, low benefit/medium cost; etc.)
- **Is the Action Grant-Eligible?**—Enter “Yes” or “No.” Refer to the fact sheet on HMGP, PDM and FMA and the table above.
- **Can Action Be Funded Under Existing Program Budgets?**—Enter “Yes” or “No.” In other words, is this action currently budgeted for, or would it require a new budget authorization or funding from another source such as grants?
- **Implementation Priority**— Enter “High,” “Medium” or “Low” as follows:
 - **High Priority**—An action that meets multiple objectives, has benefits that exceed costs, and has a secured source of funding. Action can be completed in the short term (1 to 5 years).
 - **Medium Priority**—An action that meets multiple objectives, has benefits that exceed costs, and is eligible for funding though no funding has yet been secured for it. Action can be completed in the short term (1 to 5 years), once funding is secured. Medium-priority actions become high-priority actions once funding is secured.
 - **Low Priority**—An action that will mitigate the risk of a hazard, has benefits that do not exceed the costs or are difficult to quantify, has no secured source of funding, and is not eligible for any known grant funding. Action can be completed in the long term (1 to 10 years). Low-priority actions are generally “wish-list” actions. They may be eligible for grant funding from programs that have not yet been identified.
- **Grant Pursuit Priority**— Enter “High,” “Medium” or “Low” as follows:

- **High Priority**—An action that meets identified grant eligibility requirements, has high benefits, and is listed as high or medium implementation priority; local funding options are unavailable or available local funds could be used instead for actions that are not eligible for grant funding.
- **Medium Priority**—An action that meets identified grant eligibility requirements, has medium or low benefits, and is listed as medium or low implementation priority; local funding options are unavailable.
- **Low Priority**—An action that has not been identified as meeting any grant eligibility requirements.

This prioritization is a simple way to determine that your identified actions meet one of the primary objectives of the Disaster Mitigation Act. It is not the detailed benefit/cost analysis required for HMGP/PDM /FMA action grants. The prioritization will identify any actions whose probable benefits will not exceed the probable costs. Those actions identified as high-priority grant funding actions should be closely reviewed for consideration when grant funding opportunities arise.

Note: If a jurisdiction wishes to identify an action as high priority that is outside of the prioritization scheme for high priorities, a note indicating so should be inserted and a rationale should be provided.

An example completed table is provided below.

Table 1-9. Mitigation Strategy Priority Schedule

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Action Grant-Eligible?	Can Action Be Funded Under Existing Programs/ Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
EX-1	3	High	High	Yes	Yes	No	Medium	High
EX-2	7	Medium	Low	Yes	No	Yes	High	Low
EX-3	2	Low	Medium	No	No	Maybe	Low	Low
EX-4	10	Low	Low	Yes	No	Yes	High	Low
EX-5	3	Low	Low	Yes	No	Yes	High	Low
EX-6	6	Medium	Low	Yes	No	Yes	High	Low
EX-7	3	Medium	Low	Yes	No	Yes	High	Low
EX-8	1	Medium	Medium	Yes	Yes	No	Medium	High
EX-9	2	Medium	Low	Yes	No	Yes	High	Low
EX-10	7	Medium	Low	Yes	No	Yes	High	Medium
EX-11	3	High	Medium	Yes	Yes	No	Medium	High

Analysis of Mitigation Actions

Complete the table titled “Analysis of Mitigation Actions” summarizing the mitigation actions by hazard of concern and the following eight mitigation types. Please note that an action can be more than one mitigation type:

- **Prevention**—Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.
- **Property Protection**—Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.

- **Public Education and Awareness**—Actions to inform residents and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.
- **Natural Resource Protection**—Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, wetland restoration and preservation, and green infrastructure.
- **Emergency Services**—Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.
- **Structural Projects**—Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.
- **Climate Resilient**—Actions that incorporate methods to mitigate and/or adapt to the impacts of climate change. Includes aquifer storage and recovery activities, incorporating future conditions projections in project design or planning, or actions that specifically address jurisdiction-specific climate change risks, such as sea level rise or urban heat island effect.
- **Community Capacity Building**—Actions that increase or enhance local capabilities to adjust to potential damage, to take advantage of opportunities, or to respond to consequences. Includes staff training, memorandums of understanding, development of plans and studies, and monitoring programs.

This exercise demonstrates that the jurisdiction has selected a comprehensive range of actions. Planning partners should aim to identify at least one action in each category (although this is not required) and should make sure there is at least one action to address “high” and “medium” ranked hazards:

An example completed table is provided below.

Analysis of Mitigation Actions								
Hazard Type	Action Addressing Hazard, by Mitigation Type							
	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
Dam Failure	EX-2, 3, 4, 5	EX-1, 6	EX-4, 6		EX-8, 11			EX-3, 9, 10
Drought	EX-2	EX-1	EX-4					EX-8, 9, 10
Earthquake	EX-2, 3, 4, 5	EX-1, 7	EX-4		EX-8, 11			EX-3, 4, 8, 9
Flooding	EX-2, 3, 4, 5	EX-1, 6, 7	EX-4, 6	EX-9	EX-8, 11	EX-4	EX-1, 7	EX-3, 4, 8, 9
Landslide	EX-2, 3, 4, 5	EX-1, 7	EX-4		EX-8, 11	EX-4		EX-3, 4, 10
Severe Weather	EX-2, 3, 4, 5	EX-1, 7, 9	EX-4		EX-8, 9, 11			EX-8, 9, 10
Wildland fire	EX-2, 3, 4, 5	EX-1, 7, 9	EX-4, 9	EX-9	EX-8, 11		EX-1, 7, 9	EX-3, 9, 10

REVIEW AND INCORPORATION OF INFORMATION FOR THIS ANNEX

Please note that this section will ultimately describe all information sources used to develop this annex. You should have previously listed the sources used for Phases 1 and 2. You should now add any further sources used for the preparation of Phase 3.

This section should describe what resources you used to complete the annex and how you used them. Several items are started for you, but please be sure to update and enhance any descriptions. This may seem trivial or unimportant, but it is a requirement to pass the state and FEMA review process.

FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

In this section, identify any future studies, analyses, reports, or surveys your jurisdiction needs to better understand its vulnerability to identified or currently unidentified risks. These could be needs based on federal or state agency mandates. Please note that this section is optional.

ADDITIONAL COMMENTS

Use this section to add any additional information pertinent to hazard mitigation and your jurisdiction not covered in this template. Please note that this section is optional.

NEXT STEPS

After all jurisdictions have submitted their annexes, the draft plan will be submitted for public comment. Following the public comment period and any revisions responsive to public comment, the plan will be submitted to state and federal review agencies. At that point planning partners will be asked to begin making preparations to formally adopt the plan.

Once FEMA has reviewed the plan and issued an approved-pending-adoption (APA) notice, planning partners will be asked to adopt the plan. Each planning partner must have its governing board adopt this plan via resolution or ordinance. Once adopted, planning partners will submit adoption information to Tetra Tech, who will submit the proof of adoption to FEMA. Once such adoption has been received, FEMA will issue final approval via a letter for those planning partners who have adopted the plan.

It is important to understand that approval is not final until proof of adoption has been received by FEMA and they have issued a letter specifically naming your jurisdiction. More information on the review and approval process, along with adoption support materials, will be provided at a later date.

1. JURISDICTION NAME

1.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Name, Title
Street Address
City, State ZIP
Telephone: xxx-xxx-xxxx
e-mail Address: xxx@xxx.xxx

Alternate Point of Contact

Name, Title
Street Address
City, State ZIP
Telephone: xxx-xxx-xxxx
e-mail Address: xxx@xxx.xxx

1.2 JURISDICTION PROFILE

1.2.1 Location

[jurisdiction name] is in [general location description]

The current boundaries generally extend from [describe], encompassing an area of [area in square miles].

1.2.2 History

[jurisdiction name] was incorporated in [date]. [brief historical summary]

1.2.3 Climate

The climate of [jurisdiction name] is [general description].

1.2.4 Governing Body Format

[general description].

The [name of adopting body] assumes responsibility for the adoption of this plan; [name of oversight agency] will oversee its implementation. Development of this annex was carried out by the members of the local mitigation planning team, whose members are listed in Table 1-1.

Table 1-1. Local Mitigation Planning Team Members

Name	Title

1.3 CURRENT TRENDS

1.3.1 Population

According to [identify data source], the population of [jurisdiction name] as of [month year] was [population]. Since [year], the population has grown at an average annual rate of [number] percent.

1.3.2 Development

DESCRIBE TRENDS IN GENERAL.

Table 1-2 summarizes development trends in the performance period since the preparation of the previous hazard mitigation plan, as well as expected future development trends.

Table 1-2. Recent and Expected Future Development Trends

Criterion	Response					
Has your jurisdiction annexed any land since the preparation of the previous hazard mitigation plan?	Yes/No					
• If yes, give the estimated area annexed and estimated number of parcels or structures.						
Is your jurisdiction expected to annex any areas during the performance period of this plan?	Yes/No					
• If yes, describe land areas and dominant uses.						
• If yes, who currently has permitting authority over these areas?						
Are any areas targeted for development or major redevelopment in the next five years?	Yes/No					
• If yes, briefly describe, including whether any of the areas are in known hazard risk areas						
How many permits for new construction were issued in your jurisdiction since the preparation of the previous hazard mitigation plan?	2014	2015	2016	2017	2018	
Single Family						
Multi-Family						
Other (commercial, mixed use, etc.)						
Total						
Provide the number of new-construction permits for each hazard area or provide a qualitative description of where development has occurred.	• Special Flood Hazard Areas: # • Landslide: # • High Liquefaction Areas: # • Tsunami Inundation Area: # • Wildfire Risk Areas: #					
Describe the level of buildout in the jurisdiction, based on your jurisdiction's buildable lands inventory. If no such inventory exists, provide a qualitative description.						

1.4 CAPABILITY ASSESSMENT

[jurisdiction name] performed an assessment of its existing capabilities for implementing hazard mitigation strategies. The introduction at the beginning of this volume of the hazard mitigation plan describes the components included in the capability assessment and their significance for hazard mitigation planning. This section summarizes the following findings of the assessment:

- An assessment of legal and regulatory capabilities is presented in Table 1-3.
- Development and permitting capabilities are presented in Table 1-4.
- An assessment of fiscal capabilities is presented in Table 1-5.
- An assessment of administrative and technical capabilities is presented in Table 1-6.
- An assessment of education and outreach capabilities is presented in Table 1-7.
- Information on National Flood Insurance Program (NFIP) compliance is presented in Table 1-8.
- Classifications under various community mitigation programs are presented in Table 1-9.
- The community's adaptive capacity for the impacts of climate change is presented in Table 1-10.

Findings of the capability assessment were reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. Where such opportunities were identified and determined to be feasible, they are included in the action plan. The "Analysis of Mitigation Actions" table in Section 1.10 identifies these as community capacity building mitigation actions.

Table 1-3. Legal and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Codes, Ordinances, & Requirements				
Building Code <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Zoning Code <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Subdivisions <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Stormwater Management <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Post-Disaster Recovery <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Real Estate Disclosure <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Growth Management <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Site Plan Review <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Environmental Protection <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Flood Damage Prevention <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Emergency Management <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Climate Change <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Other <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Planning Documents				
General Plan <i>Is the plan compliant with Assembly Bill 2140?</i> <i>Comment:</i>	Yes/No Yes/No	Yes/No	Yes/No	Yes/No
Capital Improvement Plan <i>How often is the plan updated?</i> <i>Comment:</i>	Yes/No [Redacted]	Yes/No	Yes/No	Yes/No
Disaster Debris Management Plan <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Floodplain or Watershed Plan <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Stormwater Plan <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Urban Water Management Plan <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Habitat Conservation Plan <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No
Economic Development Plan <i>Comment:</i>	Yes/No	Yes/No	Yes/No	Yes/No

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Shoreline Management Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Community Wildfire Protection Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Forest Management Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Climate Action Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Comprehensive Emergency Management Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Threat & Hazard Identification & Risk Assessment (THIRA)	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Post-Disaster Recovery Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Continuity of Operations Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Public Health Plan	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				
Other	Yes/No	Yes/No	Yes/No	Yes/No
<i>Comment:</i>				

Table 1-4. Development and Permitting Capability

Criterion	Response
Does your jurisdiction issue development permits?	Yes/No
• If no, who does? If yes, which department?	
Does your jurisdiction have the ability to track permits by hazard area?	Yes/No
Does your jurisdiction have a buildable lands inventory?	Yes/No

Table 1-5. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Community Development Block Grants	Yes/No
Capital Improvements Project Funding	Yes/No
Authority to Levy Taxes for Specific Purposes	Yes/No
User Fees for Water, Sewer, Gas or Electric Service	Yes/No (If yes, specify)
Incur Debt through General Obligation Bonds	Yes/No
Incur Debt through Special Tax Bonds	Yes/No
Incur Debt through Private Activity Bonds	Yes/No
Withhold Public Expenditures in Hazard-Prone Areas	Yes/No
State-Sponsored Grant Programs	Yes/No
Development Impact Fees for Homebuyers or Developers	Yes/No
Other	Yes/No (if yes, specify)

Table 1-6. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes/No	Insert appropriate information
Engineers or professionals trained in building or infrastructure construction practices	Yes/No	Insert appropriate information
Planners or engineers with an understanding of natural hazards	Yes/No	Insert appropriate information
Staff with training in benefit/cost analysis	Yes/No	Insert appropriate information
Surveyors	Yes/No	Insert appropriate information
Personnel skilled or trained in GIS applications	Yes/No	Insert appropriate information
Scientist familiar with natural hazards in local area	Yes/No	Insert appropriate information
Emergency manager	Yes/No	Insert appropriate information
Grant writers	Yes/No	Insert appropriate information
Other	Yes/No	Insert appropriate information

Table 1-7. Education and Outreach Capability

Criterion	Response
Do you have a public information officer or communications office?	Yes/No
Do you have personnel skilled or trained in website development?	Yes/No
Do you have hazard mitigation information available on your website? • If yes, briefly describe.	Yes/No Insert appropriate information
Do you use social media for hazard mitigation education and outreach? • If yes, briefly describe.	Yes/No Insert appropriate information
Do you have any citizen boards or commissions that address issues related to hazard mitigation? • If yes, briefly describe.	Yes/No Insert appropriate information
Do you have any other programs already in place that could be used to communicate hazard-related information? • If yes, briefly describe.	Yes/No Insert appropriate information
Do you have any established warning systems for hazard events? • If yes, briefly describe.	Yes/No Insert appropriate information

Table 1-8. National Flood Insurance Program Compliance

Criterion	Response
What local department is responsible for floodplain management?	Insert appropriate information
Who is your floodplain administrator? (department/position)	Insert appropriate information
Are any certified floodplain managers on staff in your jurisdiction?	Yes/No
What is the date that your flood damage prevention ordinance was last amended?	Insert appropriate information
Does your floodplain management program meet or exceed minimum requirements? • If exceeds, in what ways?	Meets/Exceeds Insert appropriate information
When was the most recent Community Assistance Visit or Community Assistance Contact?	Insert appropriate information
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? • If so, state what they are.	Yes/No Insert appropriate information
Are any RiskMAP projects currently underway in your jurisdiction? • If so, state what they are.	Yes/No Insert appropriate information

Criterion	Response
Do your flood hazard maps adequately address the flood risk within your jurisdiction? • If no, state why.	Yes/No Insert appropriate information
Does your floodplain management staff need any assistance or training to support its floodplain management program? • If so, what type of assistance/training is needed?	Yes/No Insert appropriate information
Does your jurisdiction participate in the Community Rating System (CRS)? • If yes, is your jurisdiction interested in improving its CRS Classification? • If no, is your jurisdiction interested in joining the CRS program?	Yes/No Yes/No Yes/No
How many flood insurance policies are in force in your jurisdiction? ^a • What is the insurance in force? • What is the premium in force?	Insert appropriate information \$ \$
How many total loss claims have been filed in your jurisdiction? ^a • How many claims are still open or were closed without payment? • What were the total payments for losses?	Insert appropriate information Insert appropriate information \$

a. According to FEMA statistics as of MONTH XX, 201X

Table 1-9. Community Classifications

	Participating?	Classification	Date Classified
Community Rating System	Yes/No		Date
Building Code Effectiveness Grading Schedule	Yes/No		Date
Public Protection	Yes/No		Date
Storm Ready	Yes/No		Date
Firewise	Yes/No		Date

Table 1-10. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating ^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comment:</i>	High/Medium/Low
Jurisdiction-level monitoring of climate change impacts <i>Comment:</i>	High/Medium/Low
Technical resources to assess proposed strategies for feasibility and externalities <i>Comment:</i>	High/Medium/Low
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comment:</i>	High/Medium/Low
Capital planning and land use decisions informed by potential climate impacts <i>Comment:</i>	High/Medium/Low
Participation in regional groups addressing climate risks <i>Comment:</i>	High/Medium/Low
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comment:</i>	High/Medium/Low
Identified strategies for greenhouse gas mitigation efforts <i>Comment:</i>	High/Medium/Low

Criterion	Jurisdiction Rating ^a
Identified strategies for adaptation to impacts <i>Comment:</i>	High/Medium/Low
Champions for climate action in local government departments <i>Comment:</i>	High/Medium/Low
Political support for implementing climate change adaptation strategies <i>Comment:</i>	High/Medium/Low
Financial resources devoted to climate change adaptation <i>Comment:</i>	High/Medium/Low
Local authority over sectors likely to be negative impacted <i>Comment:</i>	High/Medium/Low
Public Capacity	
Local residents knowledge of and understanding of climate risk <i>Comment:</i>	High/Medium/Low
Local residents support of adaptation efforts <i>Comment:</i>	High/Medium/Low
Local residents' capacity to adapt to climate impacts <i>Comment:</i>	High/Medium/Low
Local economy current capacity to adapt to climate impacts <i>Comment:</i>	High/Medium/Low
Local ecosystems capacity to adapt to climate impacts <i>Comment:</i>	High/Medium/Low

a. High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement;
Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

1.5 INTEGRATION WITH OTHER PLANNING INITIATIVES

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital facilities planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaboratively planning for hazard mitigation.

1.5.1 Existing Integration

In the performance period since adoption of the previous hazard mitigation plan, [jurisdiction name] made progress on integrating hazard mitigation goals, objectives and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description

Resources listed in Section 1.11 were used to provide information for this annex on integration of hazard mitigation information into other jurisdiction plans or programs.

1.5.2 Opportunities for Future Integration

As this hazard mitigation plan is implemented, [jurisdiction name] will use information from the plan as the best available science and data on natural hazards. The capability assessment presented in this annex identifies codes, plans and programs that provide opportunities for integration. The progress reporting process described in Volume 1 will outline the progress of area-wide and local hazard mitigation actions related to plan integration. The annual progress report also will identify new opportunities for integration. The capability assessment identified the following plans and programs that do not currently integrate goals or recommendations of the hazard mitigation plan but provide opportunities to do so in the future:

- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description

1.6 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 1-11 lists past occurrences of natural hazards for which specific damage was recorded in [jurisdiction name]. Other hazard events that broadly affected the entire planning area, including [jurisdiction name], are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 1-11. Past Natural Hazard Events			
Type of Event	FEMA Disaster #	Date	Damage Assessment
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$

1.7 HAZARD RISK RANKING

Table 1-12 presents a local ranking for [jurisdiction name] of all hazards of concern for which this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy. Mitigation actions target hazards with high and medium rankings.

Table 1-12. Hazard Risk Ranking				
Rank	Hazard Type	Risk Rating Score (Probability x Impact)		Category
1				High/Medium/Low
2				High/Medium/Low
3				High/Medium/Low
4				High/Medium/Low
5				High/Medium/Low
6				High/Medium/Low
7				High/Medium/Low
8				High/Medium/Low
9				High/Medium/Low

NOTE: The process used to assign risk ratings and rankings for each hazard is described in Volume 1 of this hazard mitigation plan.

1.8 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. This section provides information on a few key vulnerabilities for the jurisdiction. Available jurisdiction-specific risk maps of the hazards are provided at the end of this annex.

1.8.1 Repetitive Loss Properties

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: XX
- Number of FEMA-identified Severe-Repetitive-Loss Properties: XX
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: XX

1.8.2 Other Noted Vulnerabilities

The following jurisdiction-specific issues have been identified based on a review of the results of the risk assessment, public involvement strategy, and other available resources:

- Insert as appropriate.
- Insert as appropriate.
- Insert as appropriate.

Mitigation actions addressing these issues were prioritized for consideration in the action plan presented in Section 1.10.

1.9 STATUS OF PREVIOUS PLAN ACTIONS

Table 1-13 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 1-13. Status of Previous Plan Actions				
Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
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Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				

1.10 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 1-14 lists the actions that make up the hazard mitigation action plan for this jurisdiction. Table 1-15 identifies the priority for each action. Table 1-16 summarizes the mitigation actions by hazard of concern and mitigation type.

Table 1-14. Hazard Mitigation Action Plan Matrix

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action xxx1 —Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.						
<u>Hazards Mitigated:</u> Earthquake, flooding, landslide, tsunami, wildfire						
Existing	3, 4, 10	TBD	TBD	High	HMGP, PDM, FMA	Short-term
Action xxx2 —Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including						
<u>Hazards Mitigated:</u> Dam failure, drought, earthquake, flooding, landslide, tsunami, wildfire						
New and Existing	1, 3, 4, 5, 7, 8, 10	TBD	TBD	Low	Staff Time, General Funds	Ongoing
Action xxx3 —Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.						
<u>Hazards Mitigated:</u> All hazards						
New and Existing	1, 5, 8	TBD	TBD	Low	Staff Time, General Funds	Short-term
Action xxx4 —Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements:						
• Enforce the flood damage prevention ordinance. • Participate in floodplain identification and mapping updates. • Provide public assistance/information on floodplain requirements and impacts.						
<u>Hazards Mitigated:</u> Dam failure, flooding, severe weather, tsunami, sea level rise						
New and Existing	1, 3, 5, 7, 8, 10	TBD	TBD	Low	Staff Time, General Funds	Ongoing
Action xxx5 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx6 —Description						
<u>Hazards Mitigated:</u>						
Action xxx7 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx8 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx9 —Description						
<u>Hazards Mitigated:</u> TBD						

a. Short-term = Completion within 5 years; Long-term = Completion within 10 years; Ongoing= Continuing new or existing program with no completion date

See the introduction to this volume for list of acronyms used here.

Table 1-15. Mitigation Action Priority

[illegible]

a. See the introduction to this volume for explanation of priorities.

Table 1-16. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
High-Risk Hazards								
Coastal Flooding								
Storm Surge								
Sea Level Rise								
Medium-Risk Hazards								
Heavy Rainfall								
Strong Winds								
Thunderstorms								
Low-Risk Hazards								
Light Rainfall								
Light Winds								
Lightning								

a. See the introduction to this volume for explanation of mitigation types.

1.11 REVIEW AND INCORPORATION OF INFORMATION FOR THIS ANNEX

The following technical reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

- **[jurisdiction name] Municipal Code**—The municipal code was reviewed for the full capability assessment and for identifying opportunities for action plan integration.
- **[jurisdiction name] Flood Damage Prevention Ordinance**—The flood damage prevention ordinance was reviewed for compliance with the National Flood Insurance Program.
- <INSERT PLAN/PROGRAM AND DESCRIPTION OF HOW IT WAS USED>
- <INSERT PLAN/PROGRAM AND DESCRIPTION OF HOW IT WAS USED>
- <INSERT PLAN/PROGRAM AND DESCRIPTION OF HOW IT WAS USED>
- <INSERT PLAN/PROGRAM AND DESCRIPTION OF HOW IT WAS USED>

The following outside resources and references were reviewed:

- **Hazard Mitigation Plan Annex Development Toolkit**—The toolkit was used to support the identification of past hazard events and noted vulnerabilities, the risk ranking, and the development of the mitigation action plan.
- <INSERT DOCUMENT AND DESCRIPTION OF HOW IT WAS USED>

1.12 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

Insert text, if any; otherwise, delete section

1.13 ADDITIONAL COMMENTS

Insert text, if any; otherwise, delete section

INSTRUCTIONS FOR COMPLETING SPECIAL PURPOSE DISTRICT ANNEX TEMPLATE

The jurisdictional annex templates for the 2018 *Harris County Hazard Mitigation Plan* update will be completed in three phases. **This document provides instructions for completing each phase of the template for special purpose districts.**

The target timeline for phase completion is as follows:

- **Phase 1**—Profile, Trends and Previous Plan Status
 - Deployed: November 26, 2018
 - Due: December 31, 2018
- **Phase 2**—Capability Assessment and Information Sources
 - Deployed: February 19, 2019
 - Due: March 29, 2019
- **Phase 3**—Risk Ranking, Action Plan, and Information Sources
 - Deployed: Mandatory Phase 3 Workshops in mid-July 2019
 - Due: August 2019

Please direct any questions and return your completed Phase 3 template by August 9, 2019 to:

Brian Rutherford
Tetra Tech
Phone: (281) 414-6741
E-mail: Brian.Rutherford@tetrattech.com

A Note About Formatting:

The template for the annex is a Microsoft Word document in a format that will be used in the final plan. Partners are asked to use this template so that a uniform product will be completed for each partner.

Content should be entered within the yellow, highlighted text that is currently in the template, rather than creating text in another document and pasting it into the template. Text from another source will alter the style and formatting of the document.

The numbering in the document will be updated when completed annexes are combined into the final document. Please do not adjust any of this numbering.

IMPORTANT! READ THIS

Phase 1 and Phase 2 templates were previously provided to your jurisdiction for completion. If your jurisdiction returned completed Phase 1 and Phase 2 templates:

- The Phase 1 and Phase 2 content you provided is already incorporated into your Phase 3 template.
- Please review the template to see if we have inserted any comments requesting further work to be done on Phase 1 and Phase 2
 - ***If any comments are included, please address them.*** Then, begin your work on Phase 3 following the Phase 3 instructions beginning on page 10.
 - If no comments are included, then you **DO NOT** need to do any further work on the Phase 1 and Phase 2 content. ***Go directly to the instructions for Phase 3, beginning on page 10.***

If your jurisdiction has **NOT** yet done any work on the Phase 1 and Phase 2 templates, then follow the instructions below for providing the Phase 1 and Phase 2 information.

If your jurisdiction started work on the Phase 1 or Phase 2 template but never completed and submitted it, please copy the work you had completed so far into the new template you received for Phase 3. Then complete Phases 1 and 2 following the instructions provided here.

PHASE 1 AND PHASE 2 INSTRUCTIONS

CHAPTER TITLE

You jurisdiction's name has already been entered as the title of the chapter. Please review and correct if needed.

HAZARD MITIGATION PLAN POINT OF CONTACT

Please provide the name, title, mailing address, telephone number, and e-mail address for the primary point of contact for your jurisdiction. This should be the person responsible for monitoring, evaluating and updating the annex for your jurisdiction. This person should also be the principle liaison between your jurisdiction and the Steering Committee overseeing development of this plan.

In addition, designate an alternate point of contact. This would be a person to contact should the primary point of contact be unavailable or no longer employed by the jurisdiction.

Note: Both of these contacts should match the contacts that were designated in your jurisdiction's letter of intent to participate in this planning process. If you have changed the primary or secondary contact, please let the planning team know by inserting a comment into the document.

JURISDICTION PROFILE

Overview

Please provide a brief summary description of the following:

- The purpose of the jurisdiction

- The date of inception
- The type of organization
- The number of employees
- The mode of operation (i.e., how operations are funded)
- The type of governing body, and who has adoptive authority.

This should be information that is specific to your jurisdiction and will not be provided in the overall, planning area-wide mitigation plan document. Provide information similar to the following example:

The Johnsonville Community Services District is a special district created in 1952 to provide water and sewer service. A five-member elected Board of Directors governs the District. The Board assumes responsibility for the adoption of this plan; the General Manager will oversee its implementation. The District currently employs a staff of 21. Funding comes primarily through rates and revenue bonds.

Complete the table providing the names and titles of members of the local mitigation planning team responsible for completion of this annex. Team membership should consist of agencies with authority to regulate development and enforce local ordinances or regulatory standards, such as building/fire code enforcement, emergency management, emergency services, floodplain management, parks and recreation, planning/community development, public information, public works/engineering, stormwater management, transportation, or infrastructure.

Service Area and Trends

Please provide a brief summary description of the following:

- A description of who the district's customers are
- An approximation of area served in square miles
- A geographical description of the service area
- An overview of current service area trends, including an approximation of current users/subscribers,
- A summary description of previous growth trends in the service area and anticipated future increase/decrease in services (if applicable)

This should be information that is specific to your jurisdiction and will not be provided in the overall, planning area-wide mitigation plan document. Provide information similar to the following example:

The Johnsonville Community Services District originally was formed to serve the unincorporated area east of the City of Smithburg known as Johnsonville. The District's designated service area expanded throughout the years to include other unincorporated areas of Jones County: Creeks Corner, Jones Hill, Fields Landing, King Salmon, and Freshwater. As of April 30, 2016, the District serves 7,305 water connections and 6,108 sewer connections, with a total service area of 3.3 square miles.

Assets

Please provide an approximate value for the noted areas within the table. Include the sum total value for identified assets for each section in the "Total" line for the section.

Property

Provide an approximate value for the land owned by the District.

Equipment

List categories of equipment **owned by the District** that are used in times of emergency or that, if incapacitated, have the potential to severely impact the service area. Provide an approximate **aggregate replacement value** for each. For water and sewer, include mileage of pipeline under this category.

Critical Facilities and Infrastructure

List District facilities and infrastructure vital to maintain services to the designated service area. Include the address of each facility. Provide an approximate **aggregate replacement value** for each line. The Steering Committee has decided upon the following definition of critical facilities for this planning process:

- A local (not state or federal) facility in either the public or private sector that is critical to the health and welfare of the population and that is especially important following hazard events, including but not limited to the following:
 - Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic and/or water-reactive materials
 - Hospitals, nursing homes, and housing facilities likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a natural hazard event
 - Mass gathering facilities that may be utilized as evacuation shelters
 - Infrastructure such as roads, bridges and airports that provide sources for evacuation before, during and after natural hazard events
 - Police stations, fire stations, government facilities, vehicle equipment and storage facilities, hardware stores and emergency operation centers that are needed for response activities before, during and after a natural hazard event
 - Public and private utility facilities that are vital to maintaining and restoring normal services to damaged areas before, during and after natural hazard events.

Please use this definition as a guideline when selecting critical facilities the District owns.

NOTE:

Placeholders in the table of assets request **ADDRESSES** for critical facilities. These addresses will not be included in the final published annex, but are needed in order to perform risk mapping and risk analysis for the hazard mitigation plan. Include the addresses in the table if convenient. If not, then provide a separate document listing all critical facilities and addresses for use in development of the hazard mitigation plan.

Sample Completed Table – Special District Assets

Asset	Value
Property	
11.5 Acres	\$5,750,000
Equipment	
Total length of pipe 40 miles (\$1.32 million per mile X 40 miles)	\$52,800,000
4 Emergency Generators	\$250,000
Total:	\$53,050,000
Critical Facilities and Infrastructure	
Administrative Buildings – 357 S. Jones Street	\$2,750,000
Philips Pump Station – 111 Fifth Avenue N.	\$377,000
Total:	\$3,127,000

CAPABILITY ASSESSMENT

Planning and Regulatory Capability

List any federal, state, local or district laws, ordinances, codes and policies that govern your jurisdiction that include elements related to hazard mitigation. List any other plans, studies or other documents that address hazard mitigation issues for your jurisdiction. Please provide the date of last update and any comments as appropriate. A few examples follow:

Plan, Study or Program	Date of Most Recent Update	Comment
District Design Standards	2010	
Capital Improvement Program	Updated and approved annually	covers 5 year timeframe
Emergency Operations Plan	2000	
Facility Maintenance Manual	1990	
State Building Code	2016	
Division of State Architects		Review and approval of all building and site design features is required prior to construction
Habitat Conservation Plan		All development impacting critical habitat must meet federal and state requirements pertaining to the protection of endangered species

Fiscal, Administrative and Technical Capabilities

Fiscal Capability

Complete the table titled “Fiscal Capability” by indicating whether each of the listed financial resources is accessible to your jurisdiction. Enter “Yes” if the resource is fully accessible to your jurisdiction. Enter “No” if there are limitations or prerequisites that may hinder your eligibility for this resource.

Administrative and Technical Capability

Complete the table titled “Administrative and Technical Capability” by indicating whether your jurisdiction has access to each of the listed personnel resources. Enter “Yes” or “No” in the column labeled “Available?”. If yes, then enter the department and position title in the right-hand column. If you have contract support staff with these capabilities, you can still answer “Yes.” Indicate in the department column that this resource is provided through contract support.

Education and Outreach Capabilities

Complete the table titled “Education and Outreach” to indicate your jurisdiction’s capabilities and existing efforts regarding natural hazard mitigation education and outreach.

Adaptive Capacity for Climate Change

Consider the climate change impact concerns identified for the planning area:

- Reduced snowpack
- Increased wildfires
- Sea level rise and inland flooding
- Threats to sensitive species (e.g. coho salmon)
- Loss in agricultural productivity (e.g. forestry, wine grapes, nursery products, dairy)

- Public health and safety.

With those impacts in mind, complete the table titled “Adaptive Capacity for Climate Change” by indicating that your jurisdiction’s capacity for each listed criterion as follows:

- **High**—The capacity exists and is in use.
- **Medium**—The capacity may exist, but is not used or could use some improvement.
- **Low**—The capacity does not exist or could use substantial improvement.
- **Unsure**—Not enough information is known to assign a rating.

This is a subjective assessment, but providing a few words of explanation is useful. It is highly recommended that you complete this table with an internal planning team and that you review the results of the other capability assessment tables before completing.

INTEGRATION WITH OTHER PLANNING INITIATIVES

The goal of plan integration is to ensure that the potential impact of hazards is considered in planning for future development. FEMA recommends integration as follows:

- Integrate hazard mitigation plan goals with community objectives (e.g. incorporate the goals for risk reduction and safety into the policies of other plans).
- Use the risk assessment to inform plans and policies (e.g. incorporate risk assessment findings into land use plans, site plan review, emergency operations plans).
- Implement mitigation actions through existing mechanisms (e.g. include mitigation projects in the capital improvement plan).
- Think about mitigation before and after a disaster (e.g. build recovery planning on existing mitigation plans and goals).

After reviewing the plans, programs and ordinances identified in the capability assessment, identify all plans and programs that have already been integrated with the goals and recommendations of the hazard mitigation plan, and those that offer opportunities for future integration.

Existing Integration

Provide a brief description of integrated plans or ordinances and how each is integrated. Consider listing items marked as Completed in the “Status of Previous Plan Actions” table if they were indicated as being ongoing actions. Examples are as follows:

- **Capital Improvement Plan**—The capital improvement plan includes projects can help mitigate potential hazards. The District will act to ensure consistency between the hazard mitigation plan and the current and future capital improvement plans. The hazard mitigation plan may identify new possible funding sources for capital improvement projects and may result in modifications to proposed projects based on results of the risk assessment.
- **Emergency Operations Plan**—The results of the risk assessment were used in the development of the emergency operations plan.
- **Facilities Plan**—The results of the risk assessment and mapped hazard areas are used in facility planning for the district. Potential sites are reviewed for hazard risks and appropriate mitigation measures are considered in building and site design.

Opportunities for Future Integration

List any plans or program that offer the potential for future integration and describe the process by which integration will occur. Examples follow:

- **Capital Improvement Projects**—Capital improvement project proposals may take into consideration hazard mitigation potential as a means of evaluating project prioritization.
- **Post-Disaster Recovery Plan**—The District does not have a recovery plan and intends to develop one as a mitigation planning action during the next five years. The plan will build on the mitigation goals and objectives identified in the mitigation plan.

Consider other programs you may have in place in your jurisdiction that include routine consideration and management of hazard risk. Examples of such programs may include: tree pruning programs, right-of-way mowing programs, erosion control or stream maintenance programs, etc. Please add any such programs to the integration discussion and provide a brief description of how these program manage (or could be adapted to manage) risk from hazards.

STATUS OF PREVIOUS PLAN ACTIONS

Please note that this section only applies to jurisdictions that are conducting updates to previously approved hazard mitigation plans. If your jurisdiction has not previously participated in an approved plan, please enter a note stating this, and we will remove this section in your final annex.

All action items identified in prior mitigation planning efforts must be reconciled in this plan update. Action items must all be marked as **ONE** of the following; check the appropriate box (place an X) and provide the following information:

- **Completed**—If an action has been completed since the prior plan was prepared, please check the appropriate box and provide a date of completion in the comment section. If an action has been initiated and is an ongoing program (e.g. annual outreach event), you may mark it as completed and note that it is ongoing in the comments. If an action addresses an ongoing program you would like to continue to include in your action plan, please see the Carried Over to Plan Update bullet below.
- **Removed**—If action items are to be removed because they are no longer feasible, a reason must be given. Lack of funding does not mean that it is no longer feasible, unless the sole source of funding for an action is no longer available. Place a comment in the comment section explaining why the action is no longer feasible or barriers that prevented the action from being implemented (e.g., “Action no longer considered feasible due to lack of political support.”). If the wording and/or intent of a previously identified action is unclear, this can be a reason for removal. A change in community priorities may also be a reason for removal and should be discussed in the comments.
- **Carried Over to Plan Update**—If an action is in progress, is ongoing, or has not been initiated and you would like to carry it over to the plan update, please check the “Check if Yes” column under “Carried Over to Plan Update.” Selecting this option indicates that the action will be included in the mitigation action plan for this update. If you are carrying over an action to the update, please include a comment describing any action that has been taken or why the action was not taken (specifically, any barriers or obstacles that prevented the action from moving forward or slowed progress). Leave the last column, “Action # in Update,” blank at this point. This will be filled in after completing the updated action plan in Phase 3.

Please ensure that you have provided a status and a comment for each action.

REVIEW AND INCORPORATION OF RESOURCES FOR THIS ANNEX

Please note that this section will ultimately describe all information sources used to develop this annex, but that only the sources used for Phases 1 and 2 will be listed at this point. Additional sources will be added with the preparation of the Phase 3 annex template.

This section should describe what resources you used to complete the annex and how you used them. Several items are started for you, but please be sure to update and enhance any descriptions. This may seem trivial or unimportant, but it is a requirement to pass the state and FEMA review process.

PHASE 3 INSTRUCTIONS

JURISDICTION-SPECIFIC NATURAL EVENT HISTORY

In the table titled “Past Natural Hazard Events,” list in chronological order (most recent first) any natural hazard event that has caused damage to your jurisdiction. Include the date of the event and the estimated dollar amount of damage it caused. You are welcome to include any events, but special attention should be made to include major storms and federally declared disasters. Please refer to the table listing all Presidential Disaster Declarations for the County that is included in the toolkit you received at the workshop. We recommend including most large-scale disasters, unless you know that there were no impacts to your jurisdiction. Specifically, we recommend that you include these events if you have damage estimate information or can provide a brief description of impacts that occurred within your community. In addition to these events, please refer to the NOAA storm events database included in the tool kit. We recommend conducting a search for the name of your jurisdiction in order to identify events with known impacts. Other potential sources of damage information include:

- Preliminary damage estimates your jurisdiction filed with the county or state
- Insurance claims data
- Newspaper archives
- Other plans/documents that deal with emergency management (safety element of a comprehensive plan, emergency response plan, etc.)
- Resident input.

If you do not have estimates for dollars of damage caused, please list “Not Available” in the appropriate column or simply list a brief description of the damages (e.g. Power out to 35,000 customers for 24 hours). Please note that tracking such damages, is a valid and useful mitigation action if your jurisdiction does not currently track such information.

HAZARD RISK RANKING

The risk ranking performed for the overall planning area is presented in the risk assessment section of the overall hazard mitigation plan. However, each jurisdiction has differing degrees of risk exposure and vulnerability and, therefore, needs to rank risk for its own area, using the same methodology as used for the overall planning area. The risk-ranking exercise assesses two variables for each hazard: its probability of occurrence; and its potential impact on people, property and the economy.

Enter Risk Rank Based on Loss Matrix Spreadsheet and Local Knowledge

Tetra Tech has developed a draft risk ranking for your jurisdiction. It is included in the “Loss Matrix” spreadsheet provided in the toolkit distributed at the workshop. The hazard with the highest risk rating (probability x impact) was given a rank of 1; the hazard with the second highest rating is listed with a rank of 2; and so on. Two hazards with equal risk ratings were given the same rank. “High,” Medium,” and “Low” assignments were given for each hazard of concern based on a total score. To complete this section of the annex template, you need to review the risk ranking provided in the spreadsheet, and then do one of the following:

- **If you agree with the results**, copy them from the spreadsheet into the risk ranking table in your annex.
- **If the results differ from what you know based on substantiated data and documentation**, you may alter the ranking based on this knowledge, and enter the revised ranking into the risk ranking table in your annex.

If you modify the spreadsheet-generated risk ranking based on local knowledge, please note this fact in your template and include what you believe the rank should be and why. For example, the spreadsheet may have assigned a low risk rank to drought, but you know that the local economy is heavily reliant on water-using industries, such as agriculture or manufacturing, so you believe it should be ranked as medium. Remember that this exercise is about categorizing hazards into broad levels of risk (high, medium, low), not precise calculations.

In modifying any risk ratings, keep in mind that one of the purposes of this exercise is to support the selection and prioritization of actions in your plan. **You will need to have at least one true mitigation action for each hazard rated as “high” or “medium.”** This is discussed in more detail in the Hazard Mitigation Action Plan section of these instructions.

Review Risk Ranking Process Used in the Loss Matrix

The sections below describe the methodology that was used to derive the risk ranking. They are provided for your information in reviewing the risk ranking prepared for your jurisdiction.

Probability of Occurrence for Each Hazard

A probability factor is assigned based on how often a hazard is likely to occur. The probability of occurrence of a hazard event is generally based on past hazard events in an area, although weight can be given to expected future probability of occurrence based on established return intervals and changing climate conditions. For example, if your jurisdiction has experienced two damaging floods in the last 25 years, the probability of occurrence is high for flooding and scores a 3 under this category. If your jurisdiction has experienced no damage from landslides in the last 100 years, your probability of occurrence for landslide is low, and scores a 1 under this category. Each hazard was assigned a probability factor as follows:

- High—Hazard event is likely to occur within 25 years (Probability Factor = 3)
- Medium—Hazard event is likely to occur within 100 years (Probability Factor = 2)
- Low—Hazard event is not likely to occur within 100 years (Probability Factor = 1)
- None—If there is no exposure to a hazard, there is no probability of occurrence (Probability Factor = 0)

Potential Impacts of Each Hazard

The impact of each hazard is divided into three categories: impacts on people, impacts on property, and impacts on the economy. These categories are also assigned weighted values. Impact on people was assigned a weighting factor of 3, impact on property was assigned a weighting factor of 2 and impact on the economy was assigned a weighting factor of 1. Impact factors for each category (people, property, economy) are described below:

- **People**—Values are assigned based on the percentage of the total *population exposed* in your service area to the hazard event. The degree of impact on individuals will vary and is not measurable, so the calculation assumes for simplicity and consistency that all people exposed to a hazard because they live in a hazard zone will be equally impacted when a hazard event occurs. Impact factors were assigned as follows:
 - High—25 percent or more of the population is exposed to a hazard (Impact Factor = 3)
 - Medium—10 percent to 24 percent of the population is exposed to a hazard (Impact Factor = 2)
 - Low—9 percent or less of the population is exposed to the hazard (Impact Factor = 1)
 - No impact—None of the population is exposed to a hazard (Impact Factor = 0)
- **Property**—Values are assigned based on the percentage of the total *district assets exposed* to the hazard event:

- High—25 percent or more of the total replacement value of assets is exposed to a hazard (Impact Factor = 3)
 - Medium—10 percent to 24 percent of the total replacement value of assets is exposed to a hazard (Impact Factor = 2)
 - Low—9 percent or less of the total replacement value of assets is exposed to the hazard (Impact Factor = 1)
 - No impact—None of the total replacement value is exposed to a hazard (Impact Factor = 0)
- **Operations**—Impact on operations is assessed based on estimates of how long it will take your jurisdiction to become 100-percent operable after a hazard event. The estimated functional downtime for critical facilities has been subjectively assigned an impact as follows:
 - High—Functional downtime of 365 days or more (Impact Factor = 3)
 - Medium—Functional downtime of 180 to 364 days (Impact Factor = 2)
 - Low—Functional downtime of 180 days or less (Impact Factor = 1)
 - No impact—No functional downtime is estimated from the hazard (Impact Factor = 0).

Risk Rating for Each Hazard

A risk rating for each hazard was determined by multiplying the assigned probability factor by the sum of the weighted impact factors for people, property and the economy:

$$\text{Risk Rating} = \text{Probability Factor} \times \text{Weighted Impact Factor \{people + property + operations\}}$$

This is the number that is shown in the risk ranking table in your template. Generally, scores of 30 or greater are rated “high”, scores between 15 and 30 are rated “medium”, and scores of less than 15 are rated “low”.

JURISDICTION-SPECIFIC VULNERABILITIES

Review the results of the risk assessment included in the toolkit, your jurisdiction’s natural-events history, and any relevant public comments/input, and based on that review, develop a few sentences that discuss specific risks. You do not need to develop a sentence for every parameter, but review the results and identify a few issues you would like to highlight. For example:

- One of the District’s wastewater treatment plants is located in an area likely to be permanently inundated by sea level rise by 2030.
- Three of the District’s five fire stations are located in very high landslide risk areas.
- The vast majority of the service area for the district is located on high liquefaction potential soils, which has the potential to severely disrupt service for an extended period following even a moderate earthquake event.
- The District headquarters is more likely than not to be extensively damaged during a Smithburg fault M7.0 event.

In addition, list any noted vulnerabilities in your jurisdiction related to hazard mitigation that may not be apparent from the risk assessment and other information provided. This may include things such as the following:

- An area of the community that frequently loses power due to a lack of tree maintenance.
- A critical facility, such as a police station, that is not equipped with a generator.
- A neighborhood that has the potential to have ingress and egress cut off as the result of a hazard event, such as a flood or earthquake (e.g. bridge only access).

Spending some time thinking about the results of the risk assessment and other noted vulnerabilities will be a big help in the development of your mitigation strategy. Tetra Tech has inserted a few items in this section to get you started. In addition, two examples are shown in the table below.

Noted Vulnerability	Example Mitigation Action
One of the District's wastewater treatment plants is located in an area likely to be permanently inundated by sea level rise by 2030.	Conduct a detailed assessment of the wastewater treatment plant vulnerability to sea level rise. Determine adaptation actions that can be implemented in the near- and long-term.
A critical facility, such as a police station, that is not equipped with a generator.	Unsure all critical facilities within the District have backup power generation capabilities. Priority facilities include: • Main street pump station • Old Oak subdivision pump station.

HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

This section is the heart of your jurisdictional annex. This is where you will identify the actions your jurisdiction would like to pursue with this plan. All of the work that you have done thus far should provide you with a plethora of ideas for actions. With this in mind, we recommend that you review the following and develop a list of potential actions:

- **Capability Assessment Section of Annex**—Review the Planning and Regulatory Capability table, the Fiscal Capability table, the Administrative and Technical Capability table, and the Education and Outreach table.
 - For any capability that you indicated that you did not have, ask yourself – should we have this capability? If yes, consider including an action to develop/acquire the capability.
 - Example: Ensure a staff person is trained in the use of FEMA's benefit-cost analysis software.
 - Review the Legal and Regulatory capabilities. If you have not reviewed and updated a capability in more than 10 years, consider an action to review and update the capability and, as appropriate, incorporate hazard mitigation principles or information obtained in the risk assessment (Note: actions such as this should also be identified in the opportunities for future integration section). Also, consider including projects or actions that have been identified in other plans and programs such as Capital Improvement Plans, Strategic Plans, etc. as actions in this plan.
 - For any capability that you indicated you do have, consider how this capability can be leveraged to increase or improve hazard mitigation in the jurisdiction.
- **Adaptive Capacity for Climate Change Section of this Annex**—Consider your responses to this section. For those criterion that you listed as medium or low, think of ways you could improve this rating (see adaptive capacity portion of the mitigation best practices catalog). For those criterion you listed as high, think about how you can leverage this capacity to improve or enhance mitigation or continue to improve this capacity. For those criterion that you were unable to provide responses for, consider ways you could improve your understanding of this capacity (see mitigation best practices).

Wording Your Action Descriptions:

Descriptions of your actions need not provide great detail. That will come when you apply for a project grant. Provide enough information to identify the action's scope and impact. The following are typical descriptions for an action plan action:

- **Action 1**—Address repetitive-loss issues. Through targeted mitigation, acquire, relocate or retrofit the nine pump stations that have been repetitively damaged.
- **Action 2**—Perform a non-structural, seismic retrofit of the administrative building.
- **Action 3**—Develop a schedule to underground overhead powerlines.

- **Opportunities for Future Integration Section in this Annex**—Review the items you identified in this section. Consider an action that specifically says what the plan, code, ordinance etc. is and how it will be integrated.
- **Jurisdiction-Specific Vulnerabilities Section in this Annex**—Review the items that you have identified in this section and consider actions that will help reduce these vulnerabilities (see mitigation best practices catalog).
- **Mitigation Best Practices Catalog**—A catalog that includes FEMA and other agency identified best practices, steering committee and other stakeholder recommendations was developed as part of the plan development process and included in your tool kit. Review the catalog and identify those actions that your jurisdiction should consider including in its action plan.
- **Public Input**—Review input received during the process, specifically the public survey results included in your toolkit.
- **Prior Mitigation Planning Efforts**—If your jurisdiction participated in a previous hazard mitigation plan, please be sure to remember to include any actions that were identified as “carry over” actions. Once you have carried them over, return to the Status of Previous Actions table and record the new action number (see discussion below).

Be sure to consider the following factors in your selection of actions:

- Select actions that are consistent with the overall purpose, goals, and objectives of the hazard mitigation plan.
- Identify actions where benefits exceed costs.
- Include any action that your jurisdiction has committed to pursuing regardless of grant eligibility.
- Know what is and is not grant-eligible under the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) grants (see fact sheet provided in toolkit). If you have actions that are not HMGP, PDM or FMA grant eligible, but do mitigate part or all of the hazard and may be eligible for other grant programs sponsored by other agencies, include them in this section.
- **You must identify at least one true mitigation action (i.e. not a preparedness or response action) that is clearly defined and actionable for hazards ranked as “high” or medium.”**

Review Actions Recommended for All Partners

Three actions have been prepopulated in your annex template. These actions should be included in every annex and should not be removed, although the specifics should be adjusted as needed for the particulars of each community.

- Where appropriate, support retro-fitting, purchase or relocation of structures located in high hazard areas, prioritizing those structures that have experienced repetitive losses and/or are located in high or medium ranked hazard areas.
- Actively participate in the plan maintenance protocols outlined in Volume I of the hazard mitigation plan.
- Integrate the hazard mitigation plan into other plans, ordinances and programs within the community.

We also recommend that every planning partner strongly consider the following additional actions, adjusted as needed for the particulars of each community:

- Develop and implement a program to capture perishable data after significant events (e.g. high water marks, preliminary damage estimates, damage photos) to support future mitigation efforts including the implementation and maintenance of the hazard mitigation plan.
- Develop a post-disaster recovery plan and a debris management plan.
- Develop and/or update plans that support or enhance continuity of operations following disasters.
- Purchase generators for critical facilities and infrastructure that lack adequate back-up power.

Complete the Table

Complete the table titled “Hazard Mitigation Action Plan Matrix” for all the actions you have identified and would like to include in the plan:

- Enter the action number and description. Replace the “xxx” included in the template with the letter code for your jurisdiction as follows:
 - Cypress Fairbanks Independent School District—CYF1, CYF2, CYF3...
 - Harris County Emergency Service District No. 12—ESD1, ESD2, ESD3...
 - Harris County Flood Control District—FCD1, FCD2, FCD2...
 - Harris Health System—HHS1, HHS2, HHS3...
 - Houston Community College—HCC1, HCC2, HCC3...
 - Houston Independent School District—HOU1, HOU2, HOU3...
 - Huffman Independent School District—HUF1, HUF2, HUF2...
 - Lone Star College—LSC1, LSC2, LSC3...
 - Pasadena Independent School District—PSD1, PSD2, PSD3...
 - Texas Medical Center—TMC1, TMC2, TMC3...
 - Texas Southern University—TSU1, TSU2, TSU3...
 - University of Houston—UOH1, UOH2, UOH3...
- If the action is carried over from your previous hazard mitigation plan, return to the “Status of Previous Plan Actions” table you completed in Phase 1 and enter the new action number in the column labeled Action # in Update.
- Indicate whether the action mitigates hazards for new and/or existing assets.
- Identify the specific hazards the action will mitigate.
- Identify by number the mitigation plan objectives that the action addresses (see toolkit).
- Indicate who will be the lead in administering the action. This will most likely be a department within your jurisdiction (e.g. planning or public works). If you wish to indicate more than one department, please ensure that it is clear who the lead agency will be and list supporting agencies in the appropriate column.
- Enter an estimated cost in dollars if known; otherwise, enter “High,” “Medium” or “Low” as determined for the prioritization process described in the following section.
- Identify funding sources for the action. If it is a grant, include the funding sources for the cost share. Refer to your fiscal capability assessment to identify possible sources of funding and refer to **the table below** for project eligibility for FEMA’s hazard mitigation assistance grant program.
- Indicate the time line as “short-term” (1 to 5 years) or “long-term” (5 years or greater) or ongoing (a continual program)

Eligible Activities	Hazard Mitigation Grant Program	Pre-Disaster Mitigation	Flood Mitigation Assistance
Property Acquisition and Structure Demolition	√	√	√
Property Acquisition and Structure Relocation	√	√	√
Structure Elevation	√	√	√
Mitigation Reconstruction	√	√	√
Dry Floodproofing of Historic Residential Structures	√	√	√
Dry Floodproofing of Non-residential Structures	√	√	√
Generators	√	√	
Localized Flood Risk Reduction Projects	√	√	√
Non-Localized Flood Risk Reduction Projects	√	√	
Structural Retrofitting of Existing Buildings	√	√	√
Non-Structural Retrofitting of Existing Buildings and Facilities	√	√	√
Safe Room Construction	√	√	
Wind Retrofit for One- and Two-Family Residences	√	√	
Infrastructure Retrofit	√	√	√

Eligible Activities	Hazard Mitigation Grant Program	Pre-Disaster Mitigation	Flood Mitigation Assistance
Soil Stabilization	√	√	√
Wildland fire Mitigation	√	√	
Post-Disaster Code Enforcement	√		
Advance Assistance	√		
5 Percent Initiative Projects*	√		
Aquifer and Storage Recovery**	√	√	√
Flood Diversion and Storage**	√	√	√
Floodplain and Stream Restoration**	√	√	√
Green Infrastructure**	√	√	√
Miscellaneous/Other**	√	√	√
Hazard Mitigation Planning	√	√	√
Technical Assistance			√
Management Costs	√	√	√

* FEMA allows increasing the 5% Initiative amount up to 10% for a Presidential major disaster declaration under HMGP. The additional 5% can be used for activities that promote disaster-resistant codes for all hazards. As a condition of the award, a disaster-resistant building code must be adopted or an improved Building Code Effectiveness Grading Schedule is required.

** Proposed actions will be evaluated against program requirements. Eligible projects will be approved if funding is available.

Prioritization of Mitigation Actions

Complete the information in the table titled “Mitigation Strategy Priority Schedule” as follows:

- **Action #**—Indicate the action number from the previous annex table (Hazard Mitigation Action Plan Matrix).
- **# of Objectives Met**—Enter the number of objectives the action will meet.
- **Benefits**—Enter “High,” “Medium” or “Low” as follows:
 - High: Action will have an immediate impact on the reduction of risk exposure to life and property.
 - Medium: Action will have a long-term impact on the reduction of risk exposure to life and property, or action will provide an immediate reduction in the risk exposure to property.
 - Low: Long-term benefits of the action are difficult to quantify in the short term.
- **Costs**—Enter “High,” “Medium” or “Low” as follows:
 - High: Would require an increase in revenue via an alternative source (i.e., bonds, grants, fee increases) to implement. Existing funding levels are not adequate to cover the costs of the proposed action.
 - Medium: Could budget for under existing work-plan, but would require a reapportionment of the budget or a budget amendment, or the cost of the action would have to be spread over multiple years.
 - Low: Possible to fund under existing budget. Action is or can be part of an existing ongoing program.

If you know the estimated cost of a action because it is part of an existing, ongoing program, indicate the amount.

- **Do Benefits Exceed the Cost?**—Enter “Yes” or “No.” This is a qualitative assessment. Enter “Yes” if the benefit rating (high, medium or low) is the same as or higher than the cost rating (high benefit/high cost; high benefit/medium cost; medium benefit/low cost; etc.). Enter “No” if the benefit rating is lower than the cost rating (medium benefit/high cost, low benefit/medium cost; etc.)

- **Is the Action Grant-Eligible?**—Enter “Yes” or “No.” Refer to the fact sheet on HMGP, PDM and FMA.
- **Can Action Be Funded Under Existing Program Budgets?**—Enter “Yes” or “No.” In other words, is this action currently budgeted for, or would it require a new budget authorization or funding from another source such as grants?
- **Implementation Priority**— Enter “High,” “Medium” or “Low” as follows:
 - **High Priority**—An action that meets multiple objectives, has benefits that exceed costs, and has a secured source of funding. Action can be completed in the short term (1 to 5 years).
 - **Medium Priority**—An action that meets multiple objectives, has benefits that exceed costs, and is eligible for funding though no funding has yet been secured for it. Action can be completed in the short term (1 to 5 years), once funding is secured. Medium-priority actions become high-priority actions once funding is secured.
 - **Low Priority**—An action that will mitigate the risk of a hazard, has benefits that do not exceed the costs or are difficult to quantify, has no secured source of funding, and is not eligible for any known grant funding. Action can be completed in the long term (1 to 10 years). Low-priority actions are generally “wish-list” actions. They may be eligible for grant funding from programs that have not yet been identified.
- **Grant Pursuit Priority**— Enter “High,” “Medium” or “Low” as follows:
 - **High Priority**—An action that meets identified grant eligibility requirements, has high benefits, and is listed as high or medium implementation priority; local funding options are unavailable or available local funds could be used instead for actions that are not eligible for grant funding.
 - **Medium Priority**—An action that meets identified grant eligibility requirements, has medium or low benefits, and is listed as medium or low implementation priority; local funding options are unavailable.
 - **Low Priority**—An action that has not been identified as meeting any grant eligibility requirements.

This prioritization is a simple way to determine that your identified actions meet one of the primary objectives of the Disaster Mitigation Act. It is not the detailed benefit/cost analysis required for HMGP/PDM /FMA action grants. The prioritization will identify any actions whose probable benefits will not exceed the probable costs. Those actions identified as high-priority grant funding actions should be closely reviewed for consideration when grant funding opportunities arise.

Note: If a jurisdiction wishes to identify an action as high priority that is outside of the prioritization scheme for high priorities. A note indicating so should be inserted and a rationale should be provided.

An example completed table is provided below.

Table 1-9. Mitigation Strategy Priority Schedule

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Action Grant-Eligible?	Can Action Be Funded Under Existing Programs/ Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
EX-1	3	High	High	Yes	Yes	No	Medium	High
EX-2	7	Medium	Low	Yes	No	Yes	High	Low
EX-3	2	Low	Medium	No	No	Maybe	Low	Low
EX-4	10	Low	Low	Yes	No	Yes	High	Low
EX-5	6	Medium	Low	Yes	No	Yes	High	Low

Analysis of Mitigation Actions

Complete the table titled “Analysis of Mitigation Actions” summarizing the mitigation actions by hazard of concern and the following eight mitigation types. Please note that an action can be more than one mitigation type:

- **Prevention**—Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.
- **Property Protection**—Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.
- **Public Education and Awareness**—Actions to inform residents and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.
- **Natural Resource Protection**—Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, wetland restoration and preservation, and green infrastructure.
- **Emergency Services**—Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.
- **Structural Projects**—Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.
- **Climate Resilient**—Actions that incorporate methods to mitigate and/or adapt to the impacts of climate change. Includes aquifer storage and recovery activities, incorporating future conditions projections in project design or planning, or actions that specifically address jurisdiction-specific climate change risks, such as sea level rise or urban heat island effect.
- **Community Capacity Building**—Actions that increase or enhance local capabilities to adjust to potential damage, to take advantage of opportunities, or to respond to consequences. Includes staff training, memorandums of understanding, development of plans and studies, and monitoring programs.

This exercise demonstrates that the jurisdiction has selected a comprehensive range of actions. Planning partners should aim to identify at least one action in each category (although this is not required) and should make sure there is at least one action to address “high” and “medium” ranked hazards.

Please see the example below based off the recommended actions, but please note that these recommendations are heavy on generalized actions on the prevention spectrum and light in other areas and specificity.

Analysis of Mitigation Actions								
Hazard Type	Action Addressing Hazard, by Mitigation Type							
	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
Dam Failure	EX-2, 3, 4, 5	EX-1, 6	EX-4, 6		EX-8, 11			EX-3, 9, 10
Drought	EX-2	EX-1	EX-4					EX-8, 9, 10
Earthquake	EX-2, 3, 4, 5	EX-1, 7	EX-4		EX-8, 11			EX-3, 4, 8, 9
Flooding	EX-2, 3, 4, 5	EX-1, 6, 7	EX-4, 6	EX-9	EX-8, 11	EX-4	EX-1, 7	EX-3, 4, 8, 9
Landslide	EX-2, 3, 4, 5	EX-1, 7	EX-4		EX-8, 11	EX-4		EX-3, 4, 10
Severe Weather	EX-2, 3, 4, 5	EX-1, 7, 9	EX-4		EX-8, 9, 11			EX-8, 9, 10
Wildland fire	EX-2, 3, 4, 5	EX-1, 7, 9	EX-4, 9	EX-9	EX-8, 11		EX-1, 7, 9	EX-3, 9, 10

REVIEW AND INCORPORATION OF INFORMATION FOR THIS ANNEX

Please note that this section will ultimately describe all information sources used to develop this annex. You should have previously listed the sources used for Phases 1 and 2. You should now add any further sources used for the preparation of Phase 3.

This section should describe what resources you used to complete the annex and how you used them. Several items are started for you, but please be sure to update and enhance any descriptions. This may seem trivial or unimportant, but it is a requirement to pass the state and FEMA review process.

FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

In this section, identify any future studies, analyses, reports, or surveys your jurisdiction needs to better understand its vulnerability to identified or currently unidentified risks. These could be needs based on federal or state agency mandates. Please note that this section is optional.

ADDITIONAL COMMENTS

Use this section to add any additional information pertinent to hazard mitigation and your jurisdiction not covered in this template. Please note that this section is optional.

NEXT STEPS

After all jurisdictions have submitted their annexes, the draft plan will be submitted for public comment. Following the public comment period and any revisions responsive to public comment, the plan will be submitted to the California Governor’s Office of Emergency Services (Cal OES) for review. After their review and approval, Cal OES will submit the plan to FEMA Region IX for plan review and approval. At that point planning partners will be asked to begin making preparations to formally adopt the plan. Each participating planning partner must have the governing board of their jurisdiction adopt via resolution or ordinance. Once FEMA has reviewed the plan and issued an approved pending adoption (APA) notice, planning partners will be asked to go forth and adopt the plan. Once adopted, planning partners will submit adoption information to Tetra Tech, who will submit the proof of adoption to FEMA. Once such adoption has been received, FEMA will issue final approval via a letter for those planning partners who have adopted the plan. It is very important to understand that approval is not final until proof of adoption has been received by FEMA and they have issued a letter specifically naming your jurisdiction. More information on the review and approval process, along with adoption support materials, will be provided at a later date.

1. DISTRICT NAME

1.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Name, Title
Street Address
City, State ZIP
Telephone: xxx-xxx-xxxx
e-mail Address: xxx@xxx.xxx

Alternate Point of Contact

Name, Title
Street Address
City, State ZIP
Telephone: xxx-xxx-xxxx
e-mail Address: xxx@xxx.xxx

1.2 JURISDICTION PROFILE

1.2.1 Overview

Insert Narrative Profile Information, per Instructions.

The [name of adopting body] assumes responsibility for the adoption of this plan; [name of oversight agency] will oversee its implementation. Development of this annex was carried out by the members of the local mitigation planning team, whose members are listed in Table 1-1.

Table 1-1. Local Mitigation Planning Team Members

Name	Title

All fire districts should include the following sentence (non-fire special purpose districts may delete the sentence):

The District participates/does not participate in the Public Protection Class Rating System and currently has a rating of #.

1.2.2 Service Area and Trends

The district service area covers [area in square miles], serving a population of [population].

Insert summary description of service trends.

1.2.3 Assets

Table 1-2 summarizes the critical assets of the district and their value.

Table 1-2. Special Purpose District Assets

Asset	Value
Property	
<u>number</u> acres of land	\$ <u>value</u>
Equipment	
<u>description</u>	\$ <u>value</u>
<u>description</u>	\$ <u>value</u>
<u>description</u>	\$ <u>value</u>
<u>description</u>	\$ <u>value</u>
<u>description</u>	\$ <u>value</u>
Total:	\$ <u>value</u>
Critical Facilities and Infrastructure	
<u>description – Include Address</u>	\$ <u>value</u>
<u>description – Include Address</u>	\$ <u>value</u>
<u>description – Include Address</u>	\$ <u>value</u>
<u>description – Include Address</u>	\$ <u>value</u>
<u>description – Include Address</u>	\$ <u>value</u>
<u>description – Include Address</u>	\$ <u>value</u>
Total:	\$ <u>value</u>

1.3 CAPABILITY ASSESSMENT

An assessment of the district’s current capabilities was conducted to identify opportunities to expand, initiate or integrate capabilities in order to further hazard mitigation goals and objectives. Where such opportunities were identified and determined to be feasible, they are included in the action plan. The “Analysis of Mitigation Actions” table in Section 1.9 identifies these as community capacity building mitigation actions.

1.3.1 Planning and Regulatory Capabilities

Jurisdictions develop plans and programs and implement rules and regulations to protect and serve residents. When effectively prepared and administered, these plans, programs and regulations can support the implementation of mitigation actions. Table 1-3 summarizes existing codes, ordinances, policies, programs or plans that are applicable to this hazard mitigation plan.

Table 1-3. Planning and Regulatory Capability

	Date of Most Recent Update	Comment
<u>Name of code, ordinance, policy, program or plan</u>	<u></u>	<u></u>
<u>Name of code, ordinance, policy, program or plan</u>	<u></u>	<u></u>
<u>Name of code, ordinance, policy, program or plan</u>	<u></u>	<u></u>
<u>Name of code, ordinance, policy, program or plan</u>	<u></u>	<u></u>
<u>Name of code, ordinance, policy, program or plan</u>	<u></u>	<u></u>

1.3.2 Fiscal, Administrative and Technical Capabilities

Fiscal capability is an indicator of a jurisdiction’s ability to fulfill the financial needs associated with hazard mitigation projects. An assessment of fiscal capabilities is presented in Table 1-4. Administrative and technical

capabilities represent a jurisdiction's staffing resources for carrying out the mitigation strategy. An assessment of administrative and technical capabilities is presented in Table 1-5.

Table 1-4. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Capital Improvements Project Funding	Yes/No
Authority to Levy Taxes for Specific Purposes	Yes/No
User Fees for Water, Sewer, Gas or Electric Service	Yes/No
Incur Debt through General Obligation Bonds	Yes/No
Incur Debt through Special Tax Bonds	Yes/No
Incur Debt through Private Activity Bonds	Yes/No
State-Sponsored Grant Programs	Yes/No
Development Impact Fees for Homebuyers or Developers	Yes/No
Federal Grant Programs	Yes/No
Other	Yes/No (if yes, please specify)

Table 1-5. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes/No	Insert appropriate information
Engineers or professionals trained in building or infrastructure construction practices	Yes/No	Insert appropriate information
Planners or engineers with an understanding of natural hazards	Yes/No	Insert appropriate information
Staff with training in benefit/cost analysis	Yes/No	Insert appropriate information
Surveyors	Yes/No	Insert appropriate information
Personnel skilled or trained in GIS applications	Yes/No	Insert appropriate information
Scientist familiar with natural hazards in local area	Yes/No	Insert appropriate information
Emergency manager	Yes/No	Insert appropriate information
Grant writers	Yes/No	Insert appropriate information
Other	Yes/No	Insert appropriate information

1.3.3 Education and Outreach Capabilities

Outreach and education capability identifies the connection between government and community members, which opens a dialogue needed for a more resilient community. An assessment of education and outreach capabilities is presented in Table 1-6.

Table 1-6. Education and Outreach

Criterion	Response
Do you have a public information officer or communications office?	Yes/No
Do you have personnel skilled or trained in website development?	Yes/No
Do you have hazard mitigation information available on your website?	Yes/No
• If yes, please briefly describe	Insert appropriate information
Do you use social media for hazard mitigation education and outreach?	Yes/No
• If yes, please briefly describe	Insert appropriate information

Criterion	Response
Do you have any citizen boards or commissions that address issues related to hazard mitigation? • If yes, please briefly specify	Yes/No Insert appropriate information
Do you have any other programs already in place that could be used to communicate hazard-related information? • If yes, please briefly describe	Yes/No Insert appropriate information
Do you have any established warning systems for hazard events? • If yes, please briefly describe	Yes/No Insert appropriate information

1.3.4 Adaptive Capacity for Climate Change

Given the uncertainties associated with how hazard risk may change with a changing climate, a jurisdiction's ability to track such changes and adapt as needed is an important component of the mitigation strategy. Table 1-7 summarizes the jurisdiction's adaptive capacity for climate change.

Table 1-7. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating ^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comment:</i>	High/Medium/Low
Jurisdiction-level monitoring of climate change impacts <i>Comment:</i>	High/Medium/Low
Technical resources to assess proposed strategies for feasibility and externalities <i>Comment:</i>	High/Medium/Low
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comment:</i>	High/Medium/Low
Capital planning and land use decisions informed by potential climate impacts <i>Comment:</i>	High/Medium/Low
Participation in regional groups addressing climate risks <i>Comment:</i>	High/Medium/Low
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comment:</i>	High/Medium/Low
Identified strategies for greenhouse gas mitigation efforts <i>Comment:</i>	High/Medium/Low
Identified strategies for adaptation to impacts <i>Comment:</i>	High/Medium/Low
Champions for climate action in local government departments <i>Comment:</i>	High/Medium/Low
Political support for implementing climate change adaptation strategies <i>Comment:</i>	High/Medium/Low
Financial resources devoted to climate change adaptation <i>Comment:</i>	High/Medium/Low
Local authority over sectors likely to be negative impacted <i>Comment:</i>	High/Medium/Low

Criterion	Jurisdiction Rating ^a
Public Capacity	
Local residents knowledge of and understanding of climate risk <i>Comment:</i>	High/Medium/Low
Local residents support of adaptation efforts <i>Comment:</i>	High/Medium/Low
Local residents' capacity to adapt to climate impacts <i>Comment:</i>	High/Medium/Low
Local economy current capacity to adapt to climate impacts <i>Comment:</i>	High/Medium/Low
Local ecosystems capacity to adapt to climate impacts <i>Comment:</i>	High/Medium/Low

- a. High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement;
Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

1.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital facilities planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaboratively planning for hazard mitigation.

1.4.1 Existing Integration

In the performance period since adoption of the previous hazard mitigation plan, [district name] made progress on integrating hazard mitigation goals, objectives and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description

Resources listed in Section 1.10 were used to provide information on integration of hazard mitigation information into other jurisdiction plans or programs.

1.4.2 Opportunities for Future Integration

As this hazard mitigation plan is implemented, [district name] will use information from the plan as the best available science and data on natural hazards. The capability assessment presented in this annex identifies codes, plans and programs that provide opportunities for integration. The progress reporting process described in Volume 1 will outline the progress of area-wide and local hazard mitigation actions related to plan integration. The annual progress report also will identify new opportunities for integration. The capability assessment identified the following plans and programs that do not currently integrate goals or recommendations of the hazard mitigation plan but provide opportunities to do so in the future:

- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description
- Plan or Program Name—Description

1.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 1-8 lists past occurrences of natural hazards for which specific damage was recorded in [district name]. Other hazard events that broadly affected the entire planning area, including [district name], are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 1-8. Natural Hazard Events			
Type of Event	FEMA Disaster #	Date	Damage Assessment
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$
Insert event type		Date	\$

1.6 HAZARD RISK RANKING

Table 1-9 presents a local ranking for [district name] of all hazards of concern for which this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy. Mitigation actions target hazards with high and medium rankings.

Table 1-9. Hazard Risk Ranking			
Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1			High/Medium/Low
2			High/Medium/Low
3			High/Medium/Low
4			High/Medium/Low
5			High/Medium/Low
6			High/Medium/Low
7			High/Medium/Low

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
8			High/Medium/Low
9			High/Medium/Low

NOTE: The process used to assign risk ratings and rankings for each hazard is described in Volume 1 of this hazard mitigation plan.

1.7 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. The following jurisdiction-specific issues have been identified based on a review of the results of the risk assessment, public involvement strategy, and other available resources:

- Insert as appropriate.
- Insert as appropriate.
- Insert as appropriate.

Mitigation actions addressing these issues were prioritized for consideration in the action plan presented in Section 1.9.

1.8 STATUS OF PREVIOUS PLAN ACTIONS

Table 1-10 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 1-10. Status of Previous Plan Actions				
Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				

Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
Insert Action Number & Text				
Comment:				
Insert Action Number & Text				
Comment:				

1.9 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 1-11 lists the actions that make up the hazard mitigation action plan for this jurisdiction. Table 1-12 identifies the priority for each action. Table 1-13 summarizes the mitigation actions by hazard of concern and mitigation type.

Table 1-11. Hazard Mitigation Action Plan Matrix

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action xxx1 —Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.						
<u>Hazards Mitigated:</u> Earthquake, flooding, landslide, tsunami, wildfire						
Existing	3, 4, 10	TBD	TBD	High	HMGP, PDM, FMA	Short-term
Action xxx2 —Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.						
<u>Hazards Mitigated:</u> All hazards						
New and Existing	1, 5, 8	TBD	TBD	Low	Staff Time, General Funds	Short-term
Action xxx3 —Integrate the hazard mitigation plan into other plans, ordinances and programs within the community,						
<u>Hazards Mitigated:</u> Dam failure, earthquake, flooding, landslide, severe weather, tsunami, wildfire						
Existing	2, 6, 9	TBD	TBD			
Action xxx4 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx5 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx6 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx7 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx8 —Description						
<u>Hazards Mitigated:</u> TBD						
Action xxx9 —Description						
<u>Hazards Mitigated:</u> TBD						

See the introduction to this volume for list of acronyms used here.

Table 1-12. Mitigation Action Priority

[illegible]

a. See the introduction to this volume for explanation of priorities.

Table 1-13. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
High-Risk Hazards								
Earthquake								
Wildfire								
Coastal Flooding								
Medium-Risk Hazards								
Severe Weather								
Heatwaves								
Water Pollution								
Low-Risk Hazards								
Minor Flooding								

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building

a. See the introduction to this volume for explanation of mitigation types.

1.10 REVIEW AND INCORPORATION OF RESOURCES FOR THIS ANNEX

The following technical reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

- <INSERT PLAN/PROGRAM AND DESCRIPTION OF HOW IT WAS USED>
- <INSERT PLAN/PROGRAM AND DESCRIPTION OF HOW IT WAS USED>
- <INSERT PLAN/PROGRAM AND DESCRIPTION OF HOW IT WAS USED>

The following outside resources and references were reviewed:

- **Hazard Mitigation Plan Annex Development Toolkit**—The toolkit was used to support the identification of past hazard events and noted vulnerabilities, the risk ranking, and the development of the mitigation action plan.
- <INSERT DOCUMENT AND DESCRIPTION OF HOW IT WAS USED>

1.11 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

Insert text, if any; otherwise, delete section

1.12 ADDITIONAL COMMENTS

Insert text, if any; otherwise, delete section

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 1, 2020

Date submitted: 5/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution R2020-15: A resolution of the City Council of the City of Friendswood, Texas, verifying that cybersecurity training has been completed and authorizing the City Manager or his designee to submit all documentation required by Texas Government Code Section 2054.5191.

Originating Department: Information Technology

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In accordance with Texas House Bill (HB) 3834, requires DIR in consultation with the Texas Cybersecurity Council to certify local government employees to complete a certified training program on an annual basis for cybersecurity training.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

In accordance with Section 2054.5191, Government Code, the governing body of a local government, shall:

- verify and report on the completion of a cybersecurity training program by employees of the local government, and
- require periodic audits to ensure compliance with this section.

RECOMMENDATIONS

The Information Technology department recommends to approve the notice that all employees have completed the required training.

ATTACHMENTS

1. R2020-15 Cybersecurity Training verification and reporting completion

RESOLUTION NO. R2020-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, VERIFYING THAT CYBERSECURITY TRAINING HAS BEEN COMPLETED AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT ALL DOCUMENTATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2054.5191.

* * * * *

WHEREAS, HB 3834, became effective on September 1, 2019, and requires local governments to complete the initial cybersecurity training by June 14, 2020 and certify their training compliance by June 15, 2020; and

WHEREAS, the bill also requires that each year, all City employees and elected officials who have access to the City's computer system or database complete a certified cybersecurity training program; and

WHEREAS, the City Council shall then verify and report on the completion of this training and shall require periodic audits to ensure compliance with Texas Government Code Section 2054.5191.

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

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

Section 2. That the City Council of the City of Friendswood, Texas, verifies and reports on the completion of a cybersecurity training program by all required employees and elected officials of the local government.

Section 3. That the City Manager or his designee is authorized to submit all documentation that satisfies the requirements specified in Texas Government Code Section 2054.5191.

Section 4. That the City Council of the City of Friendswood, Texas, hereby requires periodic audits to ensure compliance with this law.

PASSED, APPROVED, AND ADOPTED this the 1st day of June, 2020.

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: June 1, 2020

Date submitted: 5/14/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution R2020-16: A resolution of the City Council of the City of Friendswood, Texas, authorizing and approving the Coronavirus Relief Fund (CRF), Coronavirus Aid, Relief, and Economic Security (CARES) Act application.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Beginning in March, the novel coronavirus (COVID-19) has posed an imminent threat and economic hardship on counties in the State of Texas.

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. President Trump signed the CARES Act into law and his administration continues to provide guidance on the numerous avenues of federal funding the legislation provides. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments.

The first allocation from the \$1.85 billion in local funds will be made available to these cities and counties on a \$55 per capita allotment. Based on 2010 census data, Friendswood was allocated \$1,573,330. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed.

Friendswood's twenty percent is \$314,666 in immediate funding availability. The remaining \$1,258,664 will be reimbursement to the City for allowable Coronavirus (COVID-19) response expenditures. The current grant reporting deadline is 12/31/2020. This date may be extended due to the ongoing Coronavirus impact.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City of Friendswood has and will continue to incur cost related to COVID -19.

RECOMMENDATIONS

Recommendation is made for City Council to adopt this resolution, authorize the Mayor, City Manager, Assistant City Manager, and/or Administrative Services Director to sign any other documents related to

this grant.

ATTACHMENTS

- | | |
|----|---|
| 1. | R2020-16 -CARES ACT |
| 2. | Signed Letter from State of Texas |
| 3. | Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments |
| 4. | Coronavirus-Relief-Fund-Frequently-Asked-Questions |

RESOLUTION R2020-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AND APPROVING THE CORONAVIRUS RELIEF FUND (CRF), CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT APPLICATION.

* * * * *

WHEREAS, the City of Friendswood City Council finds it in the best interest of the citizens of Friendswood, that the City of Friendswood seek funding available through the CARES Act; and

WHEREAS, the City of Friendswood understands that the CRF may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Friendswood understands that the Department of Treasury may recoup amounts received from the Coronavirus Relief Fund (the “Fund”) that have not been used in a manner consistent with the law; and

WHEREAS, the City of Friendswood understands that if the City of Friendswood, Texas, has not used the funds it has received to cover costs that were incurred by December 30, 2020, those funds must be returned to the Department of Treasury;

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

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

Section 2. That the City Council of the City of Friendswood, Texas, certifies that the City of Friendswood, Texas, possesses the legal authority to apply for the Coronavirus Relief Fund established by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Section 3. That the City Council of the City of Friendswood, Texas, authorizes the filing of the application, including all understandings and assurances contained therein.

Section 4. That the City of Friendswood, Texas, directs and authorizes the City Manager as the City’s (grantee’s) official representative to act in connection with the application and to provide such additional information as may be required.

PASSED, APPROVED, AND ADOPTED this the 1st day of June, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



STATE OF TEXAS

May 11, 2020

Dear County and City Leaders:

Thank you for your continued work to combat the coronavirus and address the ancillary effects of that fight in your communities. These are tremendously difficult times for all Texans. Please know that the elected representatives in your state government are working continuously to protect the health and safety of this state, mitigate the economic ramifications of COVID-19, and build a path towards recovery.

As you are keenly aware, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. President Trump signed the CARES Act into law and his administration continues to provide guidance on the numerous avenues of federal funding the legislation provides. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately \$11.24 billion from the United States Department of Treasury (Treasury) for direct coronavirus related expenses based on the funding formula provided in the CARES Act.

Consistent with the CARES Act, 45 percent of the total \$11.24 billion state allocation—approximately \$5.06 billion—will be made available to local governments. Of that \$5.06 billion, Treasury has directly sent just over \$3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately \$1.85 billion that the state can make available to the cities and counties in the rest of the state.

Counties below 500,000 population and the Cities within them

The 242 counties, and each of the cities within those counties, that did not receive direct allocations from Treasury are eligible to apply to the state for a per capita allocation from the \$1.85 billion. Cities with a population less than 500,000 located in counties with a population exceeding 500,000 are addressed later in this letter. County allocations will be calculated based on the population in the unincorporated areas of the county. We encourage cities and counties to work together to address expenses that cross jurisdictional lines.

The first allocation from the \$1.85 billion in local funds will be made available to these cities and counties on a \$55 per capita allotment. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed. Importantly, Treasury has provided strict guidelines for local governments to receive funds. Treasury affirmed that the State can transfer funds to local governments "provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act." Treasury has also instructed that "funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure." Also, all costs must be incurred before December 30, 2020, to qualify for funding.

Once jurisdictions provide documentation on the initial funding, they will then be able to access the remainder of their allocation on a reimbursement basis. The unallocated funds will be reserved for local expenses as future outbreaks and the long-term impacts of COVID-19 are better known.

Cities below 500,000 population within Counties exceeding 500,000 population

The direct Treasury disbursements to the 12 counties were calculated based on their population, less the total population inside cities larger than 500,000 that reside within those counties. In the same way that cities and counties across the rest of the state will be provided funding on a per capita basis, and are encouraged to work together to address expenses that cross jurisdictional lines, the 12 counties that received direct funding from Treasury based on the total number of residents in their counties (excluding those in the six largest cities) are expected to use their funds to address expenses incurred by incorporated areas with a population less than 500,000 that are located in those counties as well as the needs of residents in unincorporated areas of those counties. Each of the incorporated areas located in a county that received a direct allocation from Treasury should seek funding for COVID-19 expenses directly from that county.

How to Apply

The Texas Division of Emergency Management (TDEM) will administer the reimbursement process for the CRF. TDEM is partnering with Texas A&M AgriLife Extension to provide individual assistance to each of you throughout the process, and that work is already underway. All of the information to apply for the CRF, as well as guidance about eligible uses, can be found at the following website: www.tdem.texas.gov/crf. Questions can also be emailed to TDEM at CRF@tdem.texas.gov.

Thank you again for your work on behalf of your residents. All Texans expect government to work in a unified fashion to address this unprecedented situation, and we will continue to do so. We understand there will be numerous questions, and we are committed to working through them with you. In the meantime, please refer to the TDEM website for guidance.

Sincerely,



Governor Greg Abbott



Lt. Governor Dan Patrick



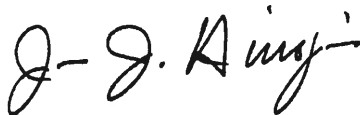
Speaker Dennis Bonnen



Senator Jane Nelson
Chair, Senate Finance Committee



Representative Giovanni Capriglione
Chair, House Appropriations Committee



Senator Juan Chuy Hinojosa
Vice-Chair, Senate Finance Committee



Representative Oscar Longoria
Vice-Chair, House Appropriations Committee

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contract tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security 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: June 1, 2020

Date submitted: 5/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution R2020-17: A resolution adopting Rules of Procedure for the Planning and Zoning Commission of the City of Friendswood, Texas, pursuant to authority contained in Section 2-3 of the Code of the City of Friendswood, Texas; and repealing Resolution No. R2019-15.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item is a amendment to the Rules of Procedure for the Planning and Zoning Commission in order for our local rules to be consistent with state law. The recent changes to Local Government Code Chapter 212 affect the Commission's approval procedures. Currently, P&Z rules state that a denied motion cannot be brought back to the Commission within 90 days. HB 3167 established approval procedures for the Commission. A plat or plan can be approved, approved with conditions or disapproved with reasons. If approved with conditions or disapproved with reasons, the applicant has the opportunity to address conditions/reasons and bring the item back to the Commission for re-consideration. A timeline cannot be placed upon the applicant. Once resubmitted, the item must be on a P&Z agenda within 15 days.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Amending the P&Z Rules of Procedure keeps our local rules consistent with state law. Staff is also working on amendments to the Subdivision Ordinance as well to be consistent with the changes included in HB 3167.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held May 14, 2020, the City of Friendswood Planning and Zoning Commission voted unanimously 6 to 0 (Commissioner Lundquist was absent) to approve the proposed amendment.

The proposed amendment it to add an exception and reference the new state law, rather than removing that rule completely. The new state law only applies to plats (Ch. 212), and not site plans since they are regulated by Ch. 211. City staff and the Commission typically work with applicants to achieve a solution rather than just letting them reapply to the Commission until they get a different answer. There could potentially be a situation where this rule might work in favor of the Commission; therefore, it is staff's recommendation to leave the rule and add the exception.

Proposed amendment:

Rule 11. Reconsideration of a Subject.

When a motion or other measure of any sort has been placed before the Commission and defeated, the same identical question shall not again be considered by the Commission until ninety (90) days have elapsed from the date of the denial, unless the item is a plat or plan being submitted to the Commission in accordance with the approval procedures outlined in Chapter 212 of the Local Government Code.

Recommendation memo attached.

ATTACHMENTS

1. R2020-17 PZ Rules of Procedure Proposed Amendments
2. PZ Rec Memo Resolution Add Exception re denied agenda items 05-21-2020

RESOLUTION NO. R2020-17

**A RESOLUTION ADOPTING RULES OF PROCEDURE
FOR THE PLANNING AND ZONING COMMISSION OF
THE CITY OF FRIENDSWOOD, TEXAS, PURSUANT TO
AUTHORITY CONTAINED IN SECTION 2-3 OF THE CODE
OF THE CITY OF FRIENDSWOOD, TEXAS; AND
REPEALING RESOLUTION NO. R2019-15.**

* * * * *

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

Section 1. The following rules of procedure shall govern all meetings and proceedings of the Planning and Zoning Commission (“Commission”) of the City of Friendswood, Texas, and the conduct of its members and persons in attendance at such meetings:

Rule 1. Meetings - Regular and Special.

(A) The Commission shall meet in the Council Chambers of the City Hall on the second and fourth Thursday of each month, commencing at 7:00 o’clock p.m., provided one or more complete applications have been submitted requiring their consideration. In the event Thursday falls on a holiday, the meeting for that day shall be rescheduled as determined by the Commission. Any meeting of the Commission may be recessed from hour to hour for a period of time not to exceed 24 hours, by a majority vote of the members present at such meeting, and such recessed meeting shall be held without further notice.

(B) Special meetings of the Commission shall be held by the call of the Chairman or of four (4) or more members. Such meetings may be held at City Hall or at another location within the City designated by the Commission.

(C) Four (4) members shall constitute a quorum for the transaction of business.

(D) The Commission 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 commissioners in an Executive Session, provided they do not conflict with the provisions of the Open Meetings Act.

Rule 2. Chairman Call to Order.

The Chairman, or in his absence the Vice Chairman, shall preside at all meetings of the Commission. In the absence of the Chairman and Vice Chairman, any member elected by a majority of the Commission at such meeting may preside unless another member has been designated by the Chairman. The Chairman or acting Chairman, shall assume the chair, call the Commission to order, and the Secretary shall record the roll.

Rule 3. Handling of Agenda Subjects.

The Commission shall be the sole judge of its own procedure and shall be in full control of the business before it. Neither the Chairman, the Vice Chairman, nor any member appointed to preside shall have any power to either recess a meeting or adjourn a meeting, or prevent the Commission from considering an agenda item, or lay the same out for consideration, except in accordance with Texas Open Meetings Act, the City Charter and as otherwise provided herein. If, notwithstanding the positive provisions of the Rule, the presiding officer, whether Chairman, Vice Chairman, or member presiding, shall attempt to prevent the Commission from taking any action on any agenda item brought before it, any member present may call for a vote of the Commission to consider the matter.

Rule 4. Conduct of Chairman and Members.

Any member of the Commission, including the Chairman, who shall fail to observe decorous and orderly behavior during a meeting of the Commission shall be subject to expulsion from such meeting upon motion passed by two-thirds vote of the Commission present at the meeting. Any member reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and orderly behavior during a subsequent meeting shall be subject to the same power of Commission to reprimand him/her, expel him/her from the meeting, or subject such member to complaint, investigation, and conviction of official misconduct.

Rule 5. Non-interruption

Members of the Commission shall be permitted to address the Chair while either seated or standing, and after recognition shall not be interrupted while speaking without his consent.

Rule 6. Handling of Question of Order.

All questions of order shall be decided by the presiding officer with right of appeal of his/her decision to the Commission members, and a majority of the Commissioners present may overrule the decision of the Chair. When the Chair rules on a point of order and one of the members 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?” be voted on. The Chairman shall immediately put such question to vote without debate, and, if he/she fails to do so immediately, any member of the Commission may put the question to a vote.

Rule 7. Procedure for Submitting Agenda Items.

Any person requesting the placement of an action item on any Commission Meeting agenda must notify the Planning and Zoning Secretary of same at least eight (8) working days prior to the meeting. All backup information such as plats, site plans, etc., must be submitted at that time. Agenda items which do not require action at a Commission Meeting may be submitted up to seventy-two (72) hours in advance of the meeting. The Commission may adopt a policy regulating the number of items on an agenda.

Rule 8. Motion to Table.

Since the Commission has regularly scheduled meetings, a motion to table, when carried, does not permanently defeat a measure. If a motion or other measure is tabled by a majority vote of the Commission, such 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 measure being laid out, or any motion being made, any member 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 Chairman shall immediately put the question, “Shall the objection be sustained?” If the objection is sustained by a vote of two-thirds of the members present, the 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 motion or other matter before the Commission, 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 Chairman shall immediately ask the Commission, “Is there any objection to proceeding to vote on the motion or other measure before the Commission being taken immediately?” If any member objects, the Chairman 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 Commission, and if two-thirds of the members present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the motion or other measure shall be taken immediately.

Rule 11. Reconsideration of a Subject.

When a motion or other measure of any sort has been placed before the Commission and defeated, the same identical question shall not again be considered by the Commission until ninety (90) days have elapsed from the date of the denial, unless the item is a plat or plan being submitted to the Commission in accordance with the approval procedures outlined in Chapter 212 of the Local Government Code.

Rule 12. Reducing Motion to Writing.

All oral motions must be seconded before being put to a vote by the Chair (except where otherwise provided in these Rules), and upon request of any member or Chairman, the party making any such oral motion (except a motion to order a vote on a subject being considered per Rule 10 or table, or other such procedural matter) shall reduce the same to writing, or request the Secretary to do the same. If a motion be made by any member of the Commission in writing and filed with the presiding office, it shall still require a second.

Rule 13. Secretarial Procedure.

A member of the City Staff shall be assigned the duties of the secretary for the Commission and shall act as reading and recording clerk to the Commission. By his or her signature, the Secretary shall certify the correctness of the minutes and journals, shall record all actions taken by the Commission, shall record the vote upon each measure when taken by the ayes and nays, and shall perform such other duties as may be required. The secretary shall mark the absence of any member of the Commission. The secretary shall test and attest to the satisfactory operation of the tape recorder, and maintain proper functioning and tape changes as needed throughout the meeting. In the absence of the Secretary, any suitable person may be appointed by the Secretary or Chairman to serve as acting Secretary of any meeting. The Secretary shall ensure that a tape recording of any executive session shall be made and shall secure such following each meeting.

The Secretary shall keep a copy of these Rules and any other required documents available for reference.

Rule 14. Voting.

All action required of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meetings. Excluding conflicts of interest as provided by state law or by City charter, all members present at each meeting must vote on each subject presented for Commission vote. All votes must be taken in accordance with section 3.10, article III of the City charter.

Rule 15. Citizen's Right to be Heard.

Any citizen shall have a reasonable opportunity to be heard at any and all regular and special meetings of the Commission in regard to any and all matters to be considered at any such meeting, or such other matters as citizens may wish to bring to the commission's attention, provided, however, that any matter not posted on the agenda may not be discussed by commissioners nor shall any action be taken except to indicate that the matter may be placed on a later agenda. A time shall be set aside during each commission meeting for the commission to hear from the public, such designated time not to exceed five (5) minutes per person. The Chairman shall retain the discretion to further limit or increase this time for public comments on agenda items. Citizens attending any regularly scheduled meeting may speak before the Commission by completing a form and presenting it to the Secretary prior to the beginning of such meeting.

No member of the public shall be heard until recognized by the presiding officer. Any member of the public interrupting commission proceedings, or failing to abide by these rules of procedure in addressing commission, shall be deemed guilty of disorderly conduct and, at the direction of the presiding officer, shall be removed from council chambers by the sergeant-at-arms or other agent designated by the Commission. Any citizen shall be entitled to visit city hall, during regular business hours, and inspect all past commission meeting minutes, and the agenda relating to those items to be considered by the commission in advance of the meeting and inform himself or herself as to the matters to be considered.

Rule 16. Order of Business - Regular Meetings.

Unless agreed to otherwise by majority vote of Commission, the normal order of business before the Commission in any regular meeting shall be as follows:

- (1) Call to order
- (2) The Secretary shall mark the absence of the Chairman or any other member of the Commission.
- (3) The Commission shall receive petitions and hear any of the public as provided in Rule 15, and any appeal or other matter specially set for public hearing shall then be heard by the Commission.
- (4) Consent agenda
 - A. Minutes
 - B. Final plats
- (5) Tabled items shall then be considered.
- (6) Items for discussion and action shall then be considered.

(7) Staff Reports and reports from Commissioners and council liaison.

(8) Adjournment.

Rule 17. Order of Business for Special Meetings.

Unless agreed to otherwise by majority vote of Commission, the normal order of business before the Commission in any special meeting shall be as follows:

- (1) Call to order.
- (2) The Secretary shall mark the absence of the Chairman or any other member of the Commission.
- (3) The Chairman shall state the purpose(s) of the meeting.
- (4) No business shall be discussed or acted upon at such meeting unless the subject has been duly posted in accordance with the Texas open meetings act.
- (5) Adjourn meeting.

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 state law, or the City's Home Rule Charter, and provided not less than two-thirds of the members present 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 of members present 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 state law, the City's Home Rule Charter, city ordinance, or the rules of procedure adopted by this Resolution, the rules of procedure laid down in Robert's Rules of Order, 75th Anniversary Edition, shall govern the proceedings of the Commission.

Section 2. Rules regarding official instruments of the Commission.

The Commission shall utilize five (5) instruments to formally report its work as follows:

Instrument 1. Official Notice.

- (A) Provisions for advance general announcement of Commission meetings.
- (B) Provisions for special notice of abutting and adjacent parties having interest in an application before the Commission.

Instrument 2. Agenda

The agenda of the Commission shall have coherent and consistent structure, with similar items grouped together and relevant staff reports clearly referenced or attached.

Instrument 3. Staff Report.

A staff report shall be prepared regarding each item requiring action on the agenda and shall become a part of the official record of Commission proceedings. The staff report shall consist of the following:

- (A) Description of the proposal;
- (B) Notation of compliance with existing adopted city ordinances and plans;
- (C) Anticipated impact of the proposal upon existing city streets, services and facilities;
- (D) Recommendations to bring the proposal into compliance with adopted ordinances and plans, if required.

Instrument 4. Minutes.

The structure of the minutes shall follow the order of the agenda, or the order of the items as considered. The content of minutes shall recognize all information presented to the Commission whether by staff, other public agencies or commissions, community groups, or interested parties. The minutes shall provide formal record of the Commission's actions, including the name of the mover and seconder by motions, the specific construction of motions, and the voting record. This record must be provided for all motions, whether passed or defeated. The minutes of each meeting shall be prepared, made publicly available, and adopted by the Commission at a subsequent meeting; at the subsequent meeting, revisions of the minutes may be made by vote.

Instrument 5. Resolutions.

A resolution may take the form of an official recommendation, coupled with a recitation of reasons, to a legislative or administrative unit; or it may be a definitive action of approval or disapproval over which the Commission holds jurisdiction. Commission resolutions shall contain a clear and specific recitation of reasons for the decision reported. These reasons are necessary to support a recommendation to the Commission. They are required when the Commission rejects or amends the recommendation contained with the staff report. Here, the findings and recommendation of the staff should be clearly separated from the findings and recommendations of the Commission.

Section 3. The City of Friendswood, Galveston/Harris Counties, Texas, Resolution No. R2010-09 is hereby repealed.

ADOPTED by the Planning and Zoning Commission of the City of Friendswood on this the ____ day of _____, 2020.

Joe Matranga, Chairman
Planning & Zoning Commission

ATTEST:

Aubrey Harbin, Director of Community Development/Planner
Planning & Zoning Commission

* * * * *

PASSED, APPROVED, AND RESOLVED by City Council this the 1st day of June, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Memo

To: Mayor and City Council

From: Joe Matranga, P&Z Chairman
Aubrey Harbin, Director of Community Development/Planner 

Date: May 21, 2020

Re: Proposed amendments to Resolution 2019-15 Planning and Zoning Rules of Procedure to add an exception regarding denied agenda items

At the Planning and Zoning Commission meeting held May 14, 2020, the City of Friendswood Planning and Zoning Commission voted unanimously 6 to 0 (Commissioner Lundquist was absent) to approve the proposed change referenced above.

The proposed amendment it to add an exception and reference the new state law, rather than removing that rule completely. The new state law only applies to plats (Ch. 212), and not site plans since they are regulated by Ch. 211. City staff and the Commission typically work with applicants to achieve a solution rather than just letting them reapply to the Commission until they get a different answer. There could potentially be a situation where this rule might work in favor of the Commission; therefore, it is staff's recommendation to leave the rule and add the exception.

Proposed amendment:

Rule 11. Reconsideration of a Subject.

When a motion or other measure of any sort has been placed before the Commission and defeated, the same identical question shall not again be considered by the Commission until ninety (90) days have elapsed from the date of the denial, unless the item is a plat or plan being submitted to the Commission in accordance with the approval procedures outlined in Chapter 212 of the Local Government Code.

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: June 1, 2020

Date submitted: 5/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-25: Second and Final reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres – Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 E. Heritage Drive, .8913 acres – Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 E. Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; 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.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

First Baptist Church of Friendswood is making plans for current and future building expansions. They have recently acquired additional properties and have incorporated those properties into their campus. The zoning districts of the properties vary and all allow the use of Religious Organizations with the Specific Use Permit (SUP). The underlying zoning on all tracts will remain.

They are also in the process of requesting to vacate a portion of right-of-way on E. Heritage Drive, and they will be required to plat/replat all of their properties.

The current proposal is a master plan that will guide the church development over the next 20 years.

Proposed Phasing:

The following is the expected timing or sequence of phases and are subject to change based on the church's need.

Phase 1A Jun 2020 - Improvement and expansion of parking at the corner of 518/E. Shadowbend (209 S. Friendswood Dr.)

Phase 1B Oct 2020 - New Welcome Center Addition and South Church Expansion (111 E. Heritage Dr.)

Phase 2 Administration building renovation and expansion (209 S. Friendswood Dr.)

Phase 3 New storage building and parking (201 E. Heritage Dr.)

Phase 4 Church North expansion, interior renovation and adjacent site improvements (111 E. Heritage Dr.)

Phase 5 Removal of Building A and completion of education building expansion (111 E. Heritage Dr.)

Phase 6 Family Life Center addition and adjacent parking expansion (202 E. Heritage Dr.)

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving the SUP will allow the church to make improvements to the properties they have acquired and expand their campus.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 23, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 4 to 2 (Commissioner Guenther was absent; Commissioners Perry and Clark opposed) to approve the zone change request referenced above with the following conditions:

- The maximum height of the ornamental tower, cross and combination of all structures is subject to the maximum building height of 70 feet as specified by the Downtown District zoning regulations
- Alternate landscaping calculations approved as presented in the Landscape Plan

ATTACHMENTS

1. Ord 2020-25 Rezoning 111 E Heritage Dr FBC SUP for second reading changes
2. Ord 2020-25 Exhibit A
3. Ord 2020-25 Exhibit B

ORDINANCE NO. T2020-25

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION TO ASSIGN SINGLE FAMILY RESIDENTIAL (SFR) AS THE ZONING DISTRICT FOR .1738 ACRES OF VACATED RIGHT-OF-WAY; AND TO ALLOW A SPECIFIC USE PERMIT (SUP) FOR NAICS USE #8131 RELIGIOUS ORGANIZATIONS AS AN OVERLAY ON THE FOLLOWING PROPERTIES: .1738 ACRES OF VACATED RIGHT-OF-WAY – SINGLE FAMILY RESIDENTIAL (SFR); 111 E. HERITAGE DRIVE, 2.983 ACRES - DOWNTOWN DISTRICT (DD); 209 S. FRIENDSWOOD DRIVE, 1.0528 ACRES – DOWNTOWN DISTRICT (DD); 201 E. HERITAGE DRIVE, .4223 ACRES - MULTI-FAMILY RESIDENTIAL-LOW DENSITY (MFR-L); 204 AND 206 E. HERITAGE DRIVE, .8151 ACRES – SINGLE FAMILY RESIDENTIAL (SFR); 208 E. HERITAGE DRIVE, .8913 ACRES - SINGLE FAMILY RESIDENTIAL (SFR) , AND TO REPLACE THE SPECIFIC USE PERMIT ON THE PROPERTY LOCATED AT 202 E. HERITAGE DRIVE, 2.98 ACRES - SINGLE FAMILY RESIDENTIAL/SPECIFIC USE PERMIT (SFR/SUP 2001-09) FOR FAMILY LIFE CENTER; 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, First Baptist Church of Friendswood is the Owner of the following tracts:

111 E. Heritage Drive – 2.983 acres Lot 1, Block 1 Final Plat of First Baptist Church of Friendswood; 202 E. Heritage Drive – 2.98 acres described as Lot 1, Block 2 Final Plat of First Baptist Church of Friendswood; 209 S. Friendswood Drive – 1.0528 acres being a portion of Lot 2, Block 2 of the Friendswood Subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, situated in the Sarah McKissick League, Abstract Number 151; 201 E. Heritage Drive - .4223 acres of land being all of that certain called Lot 1 of Harper

Subdivision, an unrecorded subdivision the Sarah McKissick Survey, Abstract No. 151; 204 and 206 E. Heritage Drive - .8151 acres of land, being all of that certain called .8151 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037162; 208 E. Heritage Drive - .8913 acres of land being all of that certain called .9117 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037164; and vacated right-of-way - .1738 acres out of Lot 1, in Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37, also known as an unrecorded portion of E. Heritage Drive, all properties being located in City of Friendswood, Galveston County, Texas, and identified as the 'Property'; 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, public hearings 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 approval 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 application for SUP), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in granting this SUP, 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’ to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres - Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Dr., .8151 acres – Single Family Residential (SFR); 208 E. Heritage Drive, .8913 acres - Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 E. Heritage Drive, 2.98 acres - Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center, to be governed for all purposes and conditions as depicted in Exhibit “B,” (all of which are incorporated by reference), but otherwise consistent and subject to the current Zoning Code, and related conditions contained herein. This Specific Use Permit is specifically conditioned upon Owner’s full compliance with the following use and development regulations:

1. Building Height:

The combined building height of the proposed sanctuary, ornamental tower, and ornamental cross located at 111 E. Heritage Drive shall comply with the maximum height allowed within the Downtown District (DD), as amended.

2. Alternative Landscaping:

The alternate landscape plan is approved. The landscaping shall be installed as depicted on page SUP 2.10, Landscape Plan/Tree Survey/Mitigation Study.

3. Proposed Phasing:

The phasing is approved as part of the Master Plan for the church to guide 20+ years of future development, and the expected timing or sequence of phases are subject to change based on the church's need.

- | | |
|----------|--|
| Phase 1A | June 2020 - Improvement and expansion of parking at the corner of 518/E. Shadowbend (209 S. Friendswood Dr.) |
| Phase 1B | October 2020 - New Welcome Center Addition and South Church Expansion (111 E. Heritage Dr.) |
| Phase 2 | Administration building renovation and expansion (209 S. Friendswood Dr.) |
| Phase 3 | New storage building and parking (201 E. Heritage Dr.) |
| Phase 4 | Church North expansion, interior renovation and adjacent site improvements (111 E. Heritage Dr.) |
| Phase 5 | Removal of Building A and completion of education building expansion (111 E. Heritage Dr.) |
| Phase 6 | Family Life Center addition and adjacent parking expansion (202 E. Heritage Dr.) |

Section 3. The Zoning 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 amendments permitted herein of said Property as described in Section 2 hereof.

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 4th day of May, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 1st day of June, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit A

1. Application
2. Deeds
3. Metes and Bounds Descriptions
4. First Baptist Church Friendswood Plat



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: DD

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) #: 8131

PROPERTY IDENTIFICATION:

Address: 111 East Heritage Drive, Friendswood, TX 77546

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

Unplatted Land – Attach a certified metes and bounds description (Metes & Bounds Attached)

OWNER NAME: First Baptist Church Friendswood Phone: 281-482-7513

Owner's Mailing Address: 111 East Heritage Drive

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

Owner's Email Address: mmays@fbcfriendswood.org

AGENT'S NAME: Ziegler Cooper Architects ^{Stephanie} Kaup Phone: 713-374-0153

Agent's Mailing Address: 700 Louisiana Street, Suite 350

City: Houston State: TX Zip: 77002 Fax: _____

Agent's Email Address: skaup@zieglercooper.com

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

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

Owner's Signature: [Signature] Date: 1-13-2020

Agent's Signature: [Signature] Date: 1-13-2020

Received By: B. Bennett
Date of Public Hearing: 2-13 + 3-2
Property Owner Notices: 1-31-2020

Application Number: PLAN-2020-0002
Received Date: 1-13-2020
Newspaper Notice: 1-17-2020
Sign on Property: 1-31-2020

THE STATE OF TEXAS,

COUNTY OF GALVESTON

Know All Men By These Presents:

THAT THE UNDERSIGNED, PETE LAMMON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas, an unincorporated religious organization of the County of Galveston, and State of Texas, in consideration of the debt and trust hereinafter mentioned, have... Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto J. C. Thomas, Jr. Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Galveston and State of Texas, to-wit:

TRACT 1: Part of Lot Two (2) in Block Two (2) in Friendswood, in Galveston County, Texas, according to the plat of said Friendswood recorded in Volume 254, Page 37, in the Office of the County Clerk of Galveston County, Texas, and being more fully described by metes and bounds as follows:

Begin at the East corner of said Lot 2;

THENCE in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for the beginning point of the tract herein described;

THENCE continuing in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southwesterly direction, parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southeasterly direction parallel to the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Northeasterly direction parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to the place of beginning. SAVE AND EXCEPT that part thereof (surface only) conveyed to the County of Galveston by deed recorded in Volume 677, Page 593, and that part (surface only) described as Second Tract in deed recorded in Volume 1001, Page 394, to the County of Galveston, both being recorded in the office of the County Clerk of Galveston County, Texas.

TRACT 2: Being a part of Lot Two (2), Block Two (2) of the Friendswood Subdivision of the Sarah McKissick or J. R. Williams League of land in Galveston County, Texas, described by metes and bounds as follows:

BEGINNING at the East corner of said Lot 2;

THENCE in a Northwesterly direction along the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southwesterly direction parallel to the Northwesterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Southeasterly direction parallel to the Northeasterly line of said Lot 2, a distance of 330 feet to a point for corner;

THENCE in a Northeasterly direction parallel with the Northwesterly line of said Lot 2, a distance of 330 feet to the place of beginning.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of one promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to PASADENA SAVINGS & LOAN ASSOCIATION, or order

at Pasadena, Texas as follows: Being a Deed of Trust Note of even date herewith for the principal sum of \$100,000.00, bearing interest from date until the maturity thereof at the rate of six and one-half per cent (6-1/2%) per annum, the accrued interest on said note being due and payable on or before June 10, 1962, July 10, 1962, August 10, 1962, and September 15, 1962, and thereafter, the principal and interest of said note are payable in monthly installments of not less than \$750.00 each, with the privilege of making extra payments at any time, the first installment being due and payable on or before the 15th day of October, 1962, and one installment to become due and payable on or before the 15th day of each succeeding month thereafter until the whole principal sum and all interest are fully paid, payments, when made, shall first be credited to payment of the accrued interest, and the balance, if any, shall be credited to payment of the principal of said note; said note reciting that it is secured by the Deed of Trust Lien herein granted.

The lien herein granted is subject to the following royalty reservations:

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

It is agreed that the proceeds of any indemnity collected from any insurance company for loss or damage to the improvements on said property, shall be applied to the repair or replacement of the damaged property unless the consent of the holder of said note in writing is obtained for application thereof otherwise.

WITNESS our hands this 26th day of March, A.D. 19 62.

Pete Lannon
Pete Lannon
E. W. Roberts
E. W. Roberts
Paul O'Farrell
Paul O'Farrell
Trustees of First Baptist Church, Friendswood,
Texas.

THE STATE OF TEXAS,

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared PETE LANNON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of March, A.D. 19 62.

(L. S.)

Notary Public, County, Texas

My Commission Expires June, 19

THE STATE OF TEXAS,

COUNTY OF ~~HARRIS~~ GALVESTON,

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared PETE LANNON, E. W. ROBERTS and PAUL O'FARRELL, Trustees of First Baptist Church, Friendswood, Texas,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26 day of March, A.D. 19 62

(L. S.)

Mrs. Effie Albrighton
Notary Public, Galveston County, Texas

My Commission Expires June 1st, 19 62

Filed for Record April 10, 1962 at 11:30 o'clock A. M. No. 286365

Recorded April 11, 1962 at 12:35 o'clock P. M.

JOHN R. PLATTE, County Clerk, By *R. H. Brown* Deputy.

261

201 E Heritage Dr
#6**WARRANTY DEED**

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: December 15, 2011

Grantor. ALAN KEITH STEPHENSON, ~~a single person~~ and SANDRA GEORGE, ~~xxxxxxx~~
~~person~~xxx

Grantor's Mailing Address (including county):

2702 Janet Ct.
Pearland, Brazoria County, Tx. 77581

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address (including county):

111 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration

Property (including any improvements):

Tract One (1), of a survey of part of Lot Twelve (12), in Block Two (2), of FRIENDSWOOD, a subdivision of part of the J. R. Williams or Sarah McKissick League, Galveston County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

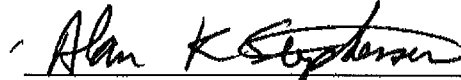
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular

ATTN 1017899

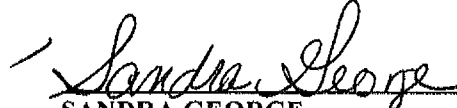
FILED BY
ALAMO TITLE COMPANY

the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.



ALAN KEITH STEPHENSON



SANDRA GEORGE

a/k/a Sandra Garoge Stephenson

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15 day of December, 2011, by
ALAN KEITH STEPHENSON.





Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 15 day of December, 2011, by
SANDRA GEORGE.





Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

EXHIBIT A

Order No.: ATH11017889

Tract 1 of a survey of part of Lot 12, Block 2 of Friendswood, a subdivision of part of the J R Williams or Sarah McKissick League, Galveston County, Texas and being more particularly described by metes and bounds as follows

BEGINNING at a half inch iron rod found at the intersection at the Northeasterly right of way of Morningside Drive (60 foot r o w) as laid out and in use in the Southerly part of East Hentage Drive (60 foot r o w) said half inch iron rod being the West corner of the herein described tract of land and the POINT OF BEGINNING.

THENCE South 45 degrees 00 minutes 00 seconds East along said Northeasterly right of way of Morningside Drive for a distance of 165 26 feet to a half inch iron rod found in concrete.

THENCE North 45 degrees 00 minutes 00 seconds East a distance of 115 00 feet to a 5/8 inch iron rod found for corner

THENCE North 45 degrees 00 minutes 00 seconds West a distance of 153 50 feet to a half inch iron rod found for corner in the Southerly right of way line of East Hentage Drive,

THENCE along a curve to the left, having a radius of 320 00 feet, a distance of 116.4 feet to the POINT OF BEGINNING.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011064225

December 20, 2011 11 14 24 AM

FEE \$24 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

202 E Heritage

63191

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 8-73-5M
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF GALVESTON

}

KNOW ALL MEN BY THESE PRESENTS:

That we, William B. Patton and wife, Myra A. Patton

of the County of Galveston and State of Texas for and
in consideration of the sum of TEN and NO/100ths (\$10.00) DOLLARS
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged, and the further consideration of the execution and delivery by grantee
of its one certain promissory note of even date herewith, in the principal sum of FORTY-
ONE THOUSAND TWO HUNDRED FIFTY and NO/100ths (\$41,250.00) DOLLARS payable to the order
of grantors in monthly installments and bearing interest as therein provided, containing
the usual clauses providing for acceleration of maturity and for attorney's fees,

--- G E E R ---
BOOK 2645 PAGE 144

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of
trust of even date herewith to Cecil L. Solomon, Trustee,
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
The First Baptist Church of Friendswood, Texas,
subject to the reservations hereinafter made,
of the County of Galveston and State of Texas, all of the following described real
property in Galveston County, Texas, to-wit:

A tract out of Lots 1 and 2, Block 2, Friendswood Subdivision out of the Sarah
McKissick or J. R. Williams League, Galveston County, Texas, according to the map or

D E E D

BOOK 2645 PAGE 145

plat of said Subdivision recorded in Vol. 238, Page 14, in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the South corner of Lot 1, Block 2, of said Subdivision, which is also the East corner of said Lot 2, which point is in the center of a 60 foot road known as Heritage Drive; Thence North 45 deg. 00 min. West, along the common line between said Lots 1 and 2, a distance of 30 feet to the beginning corner of the tract herein described; Thence from said beginning point, South 45 deg. 00 min. West, parallel to the Southeast line of said Lot 2, a distance of 227 feet to a point for corner, which point is the intersection of the Northwest line of said Heritage Drive with the Northeast line of a 60 foot road known as Pecan Drive; Thence North 45 deg. 00 min. West, along the Northeast line of said Pecan Drive and parallel to the Northeast line of said Lot 2, a distance of 375 feet to a point for corner; Thence North 45 deg. 00 min. East, parallel to the Southeast line of said lots 2 and 1, at 227 feet cross the commonline between said Lots 2 and 1, at 391.15 feet pass a 1/2 inch pipe set on the Southwest bank of a small gully, in all a distance of 397.15 feet to the center of said gully; Thence in an Easterly direction, along the center line of said gully, a distance of approximately 80 feet; Thence South 30 deg. 43 min. 39 sec. East a distance of approximately 13.4 feet to an iron pipe set on the bank of said gully; Thence continuing South 30 deg. 43 min. 39 sec. East, a distance of 195.6 feet to a point for corner; Thence South 40 deg. 03 min. 39 sec. East, a distance 122 feet to a point for corner in the curved Northwest line of said Heritage Drive, which point is North 45 deg. 00 min. East 121.5 feet and North 45 deg. 00 min. West 13.5 feet from the South corner of said Lot 1; Thence in a Southwesterly direction, along the arc of a curve of undetermined radius in the Northwest line of said Heritage Drive, a chord of which would bear approximately South 52 deg. 44 min. West, a distance of approximately 123 feet to the place of beginning.

EXCEPT, however, that the grantors herein reserve out of the property herein-
above described, all rights, title and interest in a fifteen (15') feet wide strip of
land alongside and parallel to the N 45°00' E line from the N 45°00' W line across the
commonline between said Lots 1 and 2 to the center of said gully.

SAVE and EXCEPT, and there is hereby reserved unto grantors, their heirs and
assigns, an undivided one hundred (100%) percent interest in and to all of the oil,
gas and other minerals in and under and that may be produced from the above described
property, together with the right of ingress and egress at all times for the purpose
of mining, drilling, exploring, operating and developing said lands for oil, gas and
other minerals and removing the same therefrom.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and
appurtenances thereto in anywise belonging unto the said grantee, its successors and ~~heirs~~ assigns
forever; and we do hereby bind ourselves, our heirs, executors and administrators to
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its succe-
sors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part
thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above
described premises, is retained against the above described property, premises and improvements until the above
described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof,
when this Deed shall become absolute.

This conveyance is made and accepted to the following matters, to the extent
same are in effect at this time: Any and all restrictions, covenants, conditions and
easements, if any, relating to the hereinabove described property, but only to the ex-
tent they are still in effect, shown of record in hereinabove mentioned County and State,
and to all zoning laws and regulations of municipal and/or other governmental authorities,
if any, but only to the extent that they are still in effect, relating to the hereinabove
described property and also to the easement to Community Public Service Company of re-
cord in Vol. 657, Page 120, in the office of the County Clerk of Galveston County,
Texas.

EXECUTED this 15th day of December, A.D. 1975.

William B. Patton

Myra A. Patton

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared

William B. Patton and wife, Myra A. Patton

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... they..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

17th day of December, A. D. 1975

Notary Public in and for Galveston County, Texas.
My Commission Expires June 1, 19

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

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

Given under my hand and seal of office on this the

day of , A. D. 19

Notary Public in and for County, Texas.

D. F. C. U.
BOOK 2645 PAGE 147

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

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

Given under my hand and seal of office on this the

day of , A. D. 19

Notary Public in and for County, Texas.

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared
of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

day of , A. D. 19

Notary Public in and for County, Texas.

DEED
BOOK 2645 PAGE 148

63191

WARRANTY DEED
WITH VENDOR'S LIEN

TO

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO: *W. H. Hunt - Sec*
Post Office Box 46
Waco, Tex. 76792

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as mandated by law.



JAN 9 1976

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

FILED FOR RECORD
JAN 9 12 34 PM 1976
COUNTY CLERK, GALVESTON COUNTY, TEXAS



2007037162

6 PGS

204 E Heritage Dr
206 E Heritage Dr
#10

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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: June 5, 2007

Grantor: JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT, husband and wife

Grantor's Mailing Address (including county):

204 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation,
and JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT, husband and wife,
as to a Life Estate

Grantee's Mailing Address (including county):

111 East Heritage Drive
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A tract or parcel of land containing 0.8151 acres of land, more or less, being part of Lot One (1), in Block Two (2), of FRIENDSWOOD, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 238, Page 14, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

FILED BY
ALAMO TITLE COMPANY
4231150

Return to:
First Baptist Church of Friendswood
204 E. Heritage Drive
Friendswood, TX 77546 Page 393 of 479

In addition to the foregoing, Grantee, by its acceptance hereof, acknowledges and agrees that the above described property will be restricted as follows:

- 1) Allow either or both Joseph Mitchell Wright and wife, Artha T. Wright, to live on the property until they die or until they no longer wish to remain in the house. If, for example, they wish to move into a place of assisted living;
- 2) Allow a member of the immediate family to occupy the trailer home on tract B-Two (B-2) as long as either Joseph Mitchell Wright or Artha T. Wright are living in the home. Occasional parking of RV allowed;
- 3) Life Interest Property to include both Tract B-Two (B-2) and Tract B-Three (B-3). Privacy of Wright family to be protected;
- 4) The First Baptist Church of Friendswood to hold the title to the two (2) tracts of land and be responsible for taxes;
- 5) At present there is a house on Tract B-Two (B-2) and a trailer home on Tract B-Three (B-3). Improvements can be made as needed, but no additional living space is to be added. Joseph Mitchell Wright to be responsible for appropriate insurance and for all maintenance of the existing houses and improvements, plus any improvements which may be made to the property;
- 6) First Baptist Church of Friendswood to be allowed to seek re-zoning of both tracts to a category suitable for appropriate use by the church; and
- 7) First Baptist Church of Friendswood to be allowed to make limited improvements to the property, such as paving, as long as they do not impair the Wright family's access and use of the homes. Such improvements to be mutually agreeable to Grantor herein and First Baptist Church of Friendswood. Specifically, it is likely that a paved parking area will be added during the term of the Life Interest.

This restrictive covenant shall be a covenant running with the land and shall be binding on each of the parties hereto and their heirs, executors, administrators, legal representatives, successor and assigns.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's legal representatives, heirs, executors, administrators, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.


JOSEPH MITCHELL WRIGHT

ARTHA T. WRIGHT

AGREED TO AND ACCEPTED BY:

FIRST BAPTIST CHURCH OF FRIENDSWOOD,
a Texas non-profit corporation

By: [Signature]
Name: John Knappe
Title: Co-Trustee

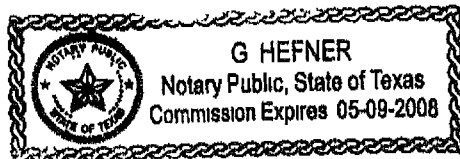
By: [Signature]
Name: John McNeely
Title: Co-Trustee

By: [Signature]
Name: Robert C. Felts
Title: Co-Trustee

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOSEPH MITCHELL WRIGHT.

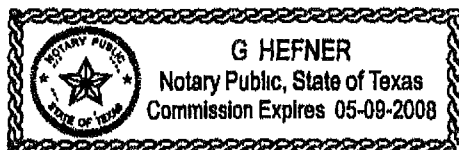


[Signature]
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by ARTHA T. WRIGHT.

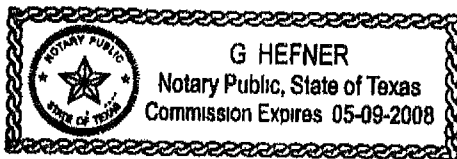


[Signature]
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOHN KNAPE, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

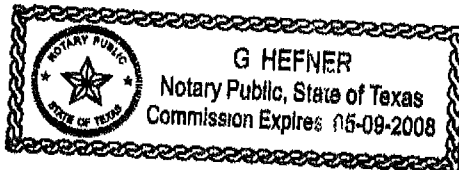
Notary's printed name:

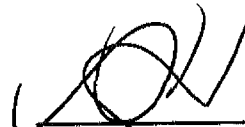
Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by JOHN MCNEELY, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

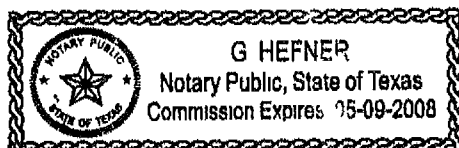
Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by ROBERT C. FELTS, Co-Trustee of FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

(KAM/plkH June07/42311138)

EXHIBIT "A"

A tract or parcel of land containing 0.8151 acres of land, more or less, being part of Lot 1 in Block 2, of FRIENDSWOOD, in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 238, Page 14, in the Office of the County Clerk of Galveston County, Texas, said tract being more particularly described by metes and bounds as follows

COMMENCING at the South corner of said Lot 1, said point being in the Northwestern right-of-way line of East Heritage Drive (variable width),

THENCE North 45 deg 00 min 00 sec East, along the Northwestern right-of-way line of said East Heritage Drive, a distance of 181.50 feet to a point in the Northeasterly right-of-way line of said East Heritage Drive,

THENCE North 40 deg 03 min 39 sec West, along the Northeasterly right-of-way line of said East Heritage Drive, a distance of 77.30 feet to a ¼ inch iron rod found for the POINT OF BEGINNING of the herein described tract of land;

THENCE North 40 deg 03 min 39 sec West, along the Northeasterly right-of-way line of said East Heritage Drive, a distance of 53.00 feet to a 1-1/2 inch iron pipe found for corner,

THENCE South 49 deg 56 min 21 sec West, along the Northwestern right-of-way line of Said East Heritage Drive, a distance of 60.00 feet to a ½ inch iron rod set with cap "Survey 1", for corner,

THENCE North 30 deg 43 min 34 sec West, along the Easterly line of the First Baptist Church of Friendswood tract (3357-0002-0001-000), at a distance of 150.00 feet pass a ½ inch iron rod set with cap "Survey 1", on line and continue in all a total distance of 209.00 feet to a point for corner,

THENCE North 67 deg 10 min 33 sec East, along the Southerly line of the City-Friendswood Buyout recorded in 2001063634, and the Collins Tract recorded in 2000020038, a distance of 250.24 feet to a point for corner,

THENCE South 08 deg 56 min 21 sec West, along the Westerly line of the Manchaca Tract (3460-0002-0001-004), at a distance of 82.10 feet pass a ½ inch iron rod set with cap "Survey 1", on line and continue in all a total distance of 282.10 feet to the POINT OF BEGINNING of the herein described tract of land and containing 0.8151 acres of land, more or less

NOTE THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE
ACREAGE AND/OR SQUARE FOOTAGE ARE CORRECT

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007037162

June 07, 2007 10 37 31 AM

FEE \$32 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS



2007037164

3 PGS

208 E Heritage
#9**WARRANTY DEED**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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: June 5, 2007

Grantor: CATHERINE MANCHACA, a single person, acting herein by and through her duly authorized Agent and Attorney-in-Fact, ~~C. TODD MANCHACA~~ CLAYTON TODD MANCHACA

Grantor's Mailing Address (including county):

2 Drifting Wind Run
Austin, Texas 78738

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address (including county):

111 East Heritage
Friendswood, Galveston County, Texas 77546

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A 0.9117 acre tract of land being Tract "D", "E" and "F", out of Lot One (1), in Block Two (2), of FRIENDSWOOD SUBDIVISION, a subdivision in the Sarah McKissick League, Galveston County, Texas, said tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the property. Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's

FILED BY
ALAMO TITLE COMPANY
423 111 37

Return to:
First Baptist Church of Friendswood
111 East Heritage
Friendswood, TX 77546

heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Catherine Manchaca by
CATHERINE MANCHACA

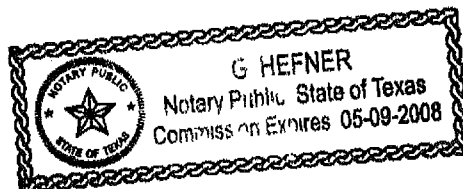
Clayton Todd Manchaca as
By: ATTY IN FACT

CLAYTON C. Todd Manchaca, Agent and
Attorney-in-Fact

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 5th day of June, 2007, by C. TODD MANCHACA, Agent and Attorney-in-Fact for CATHERINE MANCHACA, in the capacity therein stated.



[Signature]
Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 0.9117 ACRE TRACT OF LAND DESIGNATED AS TRACTS "D", "E" AND "F", OUT OF LOT 1, BLOCK 2 OF THE FRIENDSWOOD SUBDIVISION IN THE SARAH McKESSICK LEAGUE, GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1 inch iron pipe found for corner in the southeast line of the aforementioned Lot 1, which bears N 45°00'00" E a distance of 181.50 feet from the south corner of said Lot 1,

THENCE S 62°20'37" W, a distance of 37.00 feet to a ½ inch pipe rod found for corner;

THENCE N 00°28'21" E, a distance of 55.50 feet to a ½ inch iron rod set for corner;

THENCE N 40°03'39" W, a distance of 27.00 feet to a ½ inch iron pipe found for corner;

THENCE N 08°58'21" E, at a distance of 200.00 feet pass a ½ inch iron rod set for reference corner near the southwest bank of Mary's Creek, continuing in all a total distance of 271.42 feet to a point for corner in the centerline of Mary's Creek;

THENCE in a southeasterly direction along the centerline of Mary's Creek the following courses and distances:

S 60°11'22" E, a distance of 64.00 feet,

S 15°40'29" E, a distance of 21.89 feet;

S 51°31'04" E, a distance of 42.15 feet;

S 72°16'23" E, a distance of 41.47 feet;

S 45°04'33" E, a distance of 77.23 feet to a ½ inch iron rod with cap found for corner in the southeast line of Lot 1;

THENCE S 45°00'00" W, along the southeast line of said Lot 1, a distance of 258.00 feet to the PLACE OF BEGINNING and containing 0.9117 acre of land, more or less.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007037164

June 07, 2007 10 37 31 AM

FEE \$24.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

17005249

SPECIAL WARRANTY DEED

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: March 9, 2017

Grantor: AL-HADI HOLDINGS, INC., a Texas corporation

Grantor's Mailing Address: 3560 Old Spanish Trail
(including County) Houston TX 77021

Grantee: FIRST BAPTIST CHURCH OF FRIENDSWOOD, a Texas non-profit corporation

Grantee's Mailing Address: 111 East Heritage
(including County) Friendswood, TX 77546

Consideration:

TEN DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

Reservations from and Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay and subsequent assessments for this and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR IS CONVEYING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH HEREIN.

e-RECORDED BY VERITAS TITLE GF# 17005249-DU

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to warranty.

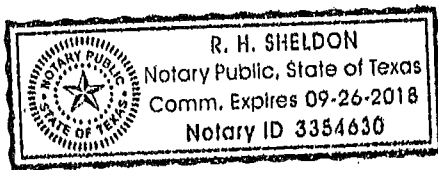
When the context requires, singular nouns and pronouns include the plural.

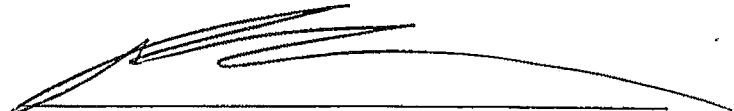
AL-HADI HOLDINGS, INC., a Texas corporation

By: 
SYED HUSSAIN, President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this 9 day of March, 2017, by **SYED HUSSAIN, President of AL-HADI HOLDINGS, INC., a Texas corporation**, on behalf thereof.




Notary Public, State of Texas

Return To:

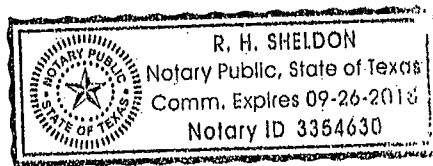


EXHIBIT "A"

BEING A TRACT OR PARCEL, CONTAINING 1.0528 ACRES (45,860 SQUARE FEET) OF LAND, MORE OR LESS, SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NUMBER 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AND BEING PORTION OF LOT 2, BLOCK 2, OF FRIENDSWOOD SUBDIVISION RECORDED IN PLAT RECORD 7, MAP NO. 20 OF THE GALVESTON COUNTY MAP RECORDS (G.C.M.R.) AND BEING ALL OF A CALLED 46,260 SQUARE FEET OF LAND CONVEYED TO AL-HADI HOLDINGS, INC. RECORDED IN GALVESTON COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (G.C.O.P.R.R.P.) NO. 2014073259, WITH SAID 1.0528 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS HEREIN ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83):

COMMENCING AT A 1-INCH IRON PIPE FOUND AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF PECAN DRIVE AND THE NORTHWEST R.O.W. LINE OF EAST SHADOWBEND AVENUE, AND MARKING THE SOUTH CORNER OF THE FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, RECORDED IN PLAT NO. 18, MAP NO. 900 (G.C.M.R.), FROM WHICH A 3/4-INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, BEARS FOR REFERENCE NORTH 41 DEG. 45 MIN. 11 SEC. EAST, A DISTANCE OF 240.00 FEET, AND FROM WHICH A 1/2-INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID FINAL PLAT OF FIRST BAPTIST CHURCH OF FRIENDSWOOD, BEARS FOR REFERENCE NORTH 48 DEG. 14 MIN. 49 SEC WEST, A DISTANCE OF 300.60 FEET;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, ALONG THE NORTHWESTWEST R.O.W. LINE OF SAID EAST SHADOWBEND AVENUE, PASSING AT A DISTANCE OF 60.00 FEET THE EAST CORNER OF A CALLED 0.385 ACRE TRACT CONVEYED TO JOSEPH & MARK PRIHODA RECORDED IN CLERK'S FILE NO. 8002724 G.C.O.P.R.R.P., CONTINUING A TOTAL DISTANCE OF 160.00 FEET TO A "X" IN CONCRETE SET, MARKING THE **POINT OF BEGINNING** AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, CONTINUING ALONG THE NORTHWEST R.O.W. OF SAID EAST SHADOWBEND AVENUE, A DISTANCE OF 160.00 FEET TO A "X" IN CONCRETE SET IN THE INTERSECTION OF THE NORTH R.O.W. OF SOUTH FRIENDSWOOD DRIVE AND THE WEST R.O.W. OF SAID EAST SHADOWBEND AVENUE, AND MARKING THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 48 DEG. 14 MIN. 49 SEC. WEST, ALONG THE NORTHEAST R.O.W. LINE OF SAID SOUTH FRIENDSWOOD DRIVE, A DISTANCE OF 241.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTH CORNER OF A CALLED 0.589 ACRE TRACT OF LAND

CONVEYED TO LOCKWOOD NATIONAL BANK RECORDED IN CLERK'S FILE NO. 2015072418 G.C.O.P.R.R.P. AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 41 DEG. 45 MIN. 11 SEC. EAST, ALONG THE EAST LINE OF SAID CALLED 0.589 ACRE TRACT AND A CALLED 0.381 ACRE TRACT CONVEYED TO LOCKWOOD NATIONAL BANK RECORDED IN CLERK'S FILE NO. 8300287 G.C.O.P.R.R.P., A DISTANCE OF 260.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET IN THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE AND MARKING THE NORTHEAST CORNER OF SAID 0.381 ACRE TRACT, AND THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE NORTH 14 DEG. 27 MIN. EAST, A DISTANCE OF 1.20 FEET;

THENCE, SOUTH 48 DEG. 14 MIN. 49 SEC EAST, ALONG THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE, A DISTANCE OF 73.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET IN THE SOUTHWEST R.O.W. LINE OF SAID PECAN DRIVE AND MARKING THE NORTH CORNER OF SAID 0.385 ACRE TRACT AND THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE, NORTH 10 DEG. 57 MIN. EAST, A DISTANCE OF 1.12 FEET;

THENCE, SOUTH 41 DEG. 45 MIN. 11 SEC. WEST, ALONG THE WEST LINE OF SAID CALLED 0.385 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET, MARKING THE WEST CORNER OF SAID CALLED 0.385 ACRE TRACT, AND INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS FOR REFERENCE, NORTH 15 DEG. 30 MIN. EAST, A DISTANCE OF 1.17 FEET;

THENCE, SOUTH 48 DEG. 14 MIN. 49 SEC. EAST, ALONG THE SOUTH LINE OF SAID CALLED 0.385 ACRE TRACT, A DISTANCE OF 168.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.0528 ACRES OR 45,860 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53347, PREPARED BY WINDROSE LAND SERVICES.

FILED AND RECORDED

Instrument Number: 2017015366

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 03/10/2017 12:42PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

METES AND BOUNDS DESCRIPTION

0.4223 ACRES (18,397 SQ. FT.)

LOT 1, HARPER SUBDIVISION

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.4223 acres or 18,397 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called Lot 1, of Harper Subdivision, an unrecorded subdivision in Galveston County, Texas, same being all of that certain called Tract One (1), conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2011064225 on December 20, 2011. Said 0.4223 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

BEGINNING at a 5/8-inch iron rod with plastic cap set for corner, said corner being the northwest boundary corner of said Lot 1, same being the northwest boundary corner of said Tract One (1), the intersection of the northeast right-of-way line of Morningside Drive, a called 60-foot wide public right-of-way, with the southeast right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way, and being the beginning of a curve to the right;

THENCE with the northwest boundary line of said Lot 1, same being the southeast right-of-way line of said East Heritage Drive, and along said curve to the right, having a radius of 425.93 feet, a delta angle of 15° 39' 23", and a chord bearing and distance of North 49° 28' 38" East – 116.03 feet, for an arc distance of 116.39 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the northeast boundary corner of said Tract One (1), same being the northeast boundary corner of said Lot 1, and the northwest boundary corner of that certain called Lot 2, conveyed to Rosie Riley, by deed recorded under Galveston County Clerk's File No. 2009058843 on October 23, 2009;

THENCE South 48° 08' 50" East, along the northeast boundary line of said Lot 1, same being the northeast boundary line of said Tract One (1), and the southwest boundary line of said Lot 2, for a distance of 149.61 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southeast boundary corner of said Tract One (1), same being the southeast boundary corner of said Lot 1, the southwest boundary corner of said Lot 2, and a point in the northwest boundary line of that certain called Lot 5, conveyed to Andrew D. Chalk and Lisa M. Camp, by deed recorded under Galveston County Clerk's File No. 2005053026 on August 4, 2005;

THENCE South 41° 51' 10" West, along the southeast boundary line of said Lot 1, same being the southeast boundary line of said Tract One (1), and the northwest boundary line of said Lot 5, passing the northwest boundary corner of said Lot 5, same being the northeast boundary corner of that certain called Lot 6, conveyed to Shannon Sivcoski, a single woman, by deed recorded under Galveston County Clerk's File No. 2004081588 on December 10, 2004, and continuing for a total distance of 115.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southwest boundary corner of said Tract One (1), same being the southwest boundary corner of said Lot 1, the northwest boundary corner of said Lot 6, and being a point in the northeast right-of-way line of said Morningside Drive;

THENCE North 48° 08' 50" West, along the southwest boundary line of said Lot 1, same being the southwest boundary line of said Tract One(1), and the northeast right-of-way line of said Morningside Drive, for a distance of 165.00 feet, to the **POINT OF BEGINNING** and containing within these calls 18,397 square feet or 0.4223 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | December 15, 2019



METES AND BOUNDS DESCRIPTION

0.8151 ACRES (35,508 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.8151 acres or 35,508 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called 0.8151 acre tract of land, conveyed to First Baptist Church of Friendswood, and Joseph Mitchell Wright and Artha T. Wright, by deed recorded under Galveston County Clerk's File No. 2007037162 on June 7, 2007. Said 0.8151 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMECNING at a 3/4-inch iron pipe found for corner, said corner being the northeast boundary corner of Lot 1, in Block 2, of Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded under Plat Record 18, Map No. 900 of the Galveston County Map Records, same being the intersection of the northwest right-of-way line of said East Heritage Drive, a called 60 foot wide public right-of-way, with the southwest right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way;

THENCE North 43° 12' 30" West, along the northeast boundary line of said Lot 1, same being the southwest right-of-way line of said East Heritage Drive, for a distance of 122.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northwest right-of-way corner of said East Heritage Drive, same being the southwest boundary corner of said 0.8151 acre tract of land, and the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 33° 52' 30" West, continuing along the northeast boundary line of said Lot 1, same being the southwest boundary line of said 0.8151 acre tract, for a distance of 209.00 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at a northeasterly boundary corner of said Lot 1, same being the northwest boundary corner of said 0.8151 acre tract, and a point in the centerline of Mary's Creek;

THENCE North 64° 01' 42" East, along the northwest boundary line of said 0.8151 acre tract, same being the centerline of said Mary's Creek, for a distance of 250.25 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South 05° 47' 30" West, along the east boundary line of said 0.8151 acre tract, passing the northwest boundary corner of a called 0.9117 acre tract of land, conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2007037164 on June 7, 2007, at a distance of 10.71 feet, and continuing along said boundary line, for a total distance of 282.11 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the southeast boundary corner of said 0.8151 acre tract, same being the southwest boundary corner of said 0.9117 acre tract, and being a point in the southwest right-of-way line of said East Heritage Drive;

THENCE North 43° 12' 30" West, along a southerly boundary line of said 0.8151 acre tract, same being the northeast boundary line of said East Heritage Drive, for a distance of 53.00 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE South 46° 47' 29" West, along a southerly boundary line of said 0.8151 acre tract, same being the northwest right-of-way line of said East Heritage Drive, for a distance of 60.00 feet, to the **POINT OF BEGINNING** and containing within these calls 35,508 square feet or 0.8151 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



METES AND BOUNDS DESCRIPTION

0.8913 ACRES (38,824 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 0.8913 acres or 38,824 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, being all of that certain called 0.9117 acre tract of land, conveyed to First Baptist Church of Friendswood, by deed recorded under Galveston County Clerk's File No. 2007037164 on June 7, 2007. Said 0.8913 acres being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMECNING at a 3/4-inch iron pipe found for corner, said corner being the northeast boundary corner of Lot 1, in Block 2, of Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded under Plat Record 18, Map No. 900 of the Galveston County Map Records, same being the intersection of the northwest right-of-way line of said East Heritage Drive, a called 60 foot wide public right-of-way, with the southwest right-of-way line of East Heritage Drive, a called 60-foot wide public right-of-way;

THENCE North 54° 40' 04" East, across said right-of-way of East Heritage Drive, for a distance of 60.57 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the intersection of the northwest right-of-way line of said East Heritage Drive, with the northeast right-of-way line of said East Heritage Drive, and being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 43° 12' 30" West, along the southwest boundary line of said 0.9117 acre tract, same being the northeast boundary line of said East Heritage Drive, for a distance of 77.30 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the southwest boundary corner of said 0.9117 acre tract, same being the southeast boundary corner of a called 0.8151 acre tract, conveyed to First Baptist Church of Friendswood, and Joseph Mitchell Wright and Artha T. Wright, by deed recorded under Galveston County Clerk's File No. 2007037162 on June 7, 2007;

THENCE North 05° 47' 30" East, along the west boundary line of said 0.9117 acre tract, same being the east boundary line of said 0.8151 acre tract of land, for a distance of 271.40 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northwest boundary corner of said 0.9117 acre tract, same being the northeast boundary corner of said 0.8151 acre tract, and a point in the centerline of Mary's Creek;

THENCE in an easterly direction, and with the centerline of Mary's Creek, and along the northerly boundary lines of said 0.9177 acre tract, the following bearings and distances:

South 63° 20' 13" East, for a distance of 63.96 feet;

South 18° 49' 20" East, for a distance of 21.89 feet;

South 54° 39' 55" East, for a distance of 42.15 feet;

South 75° 27' 14" East, for a distance of 41.47 feet;

South 48° 13' 24" East, for a distance of 77.23 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located at the northeast boundary corner of said 0.9177 acre tract;

THENCE South 41° 51' 09" West, along the southeast boundary line of said 0.9177 acre tract, same being, for a distance of 256.00 feet, to the **POINT OF BEGINNING** and containing within these calls 38,824 square feet or 0.8913 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



METES AND BOUNDS DESCRIPTION

1.0528 ACRES (45,860 SQ. FT.)

S. MCKISSICK SURVEY, ABSTRACT No. 151

CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

Being 1.0528 acres or 45,860 square feet of land, situated within the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being portion of Lot 2, Block 2, of Friendswood subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, same being all of that certain called 1.0528 acres of land conveyed to First Baptist Church of Friendswood, recorded under Galveston County Clerk's File No. 2017015366 on March 10, 2017. Said 1.0528 acre tract being more fully described by metes and bounds as follows:

- All bearings and coordinates herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMENCING at a 1-inch iron pipe found at the intersection of the northeast right-of-way line of Pecan Drive, a called 60 foot wide public right-of-way, with the northwest right-of-way line of East Shadowbend Avenue, a called 60 foot wide public right-of-way, same being the southeast corner of the Final Plat of First Baptist Church of Friendswood, a subdivision according to the map or plat thereof recorded in Plat Record 18, Map No. 900 of the Galveston County Map Records;

THENCE, South 41° 51' 10" West, along the northwesterly right-of-way line of said East Shadowbend Avenue, passing the northeast right-of-way line of said Pecan Drive, at a distance of 60.00 feet, and continuing for a total distance of 160.00 feet to a chiseled "X" in concrete found for corner, said "X" being the southeast boundary corner of a called 0.385 acre tract, conveyed to Joseph & Mark Prihoda, by deed recorded under Galveston County Clerk's File No. 80-02724, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 41° 51' 10" West, continuing along the northwest right-of-way line of said East Shadowbend Avenue, same being the southeast boundary line of said 1.0528 acre tract, for a distance of 160.00 feet to a chiseled "X" in concrete found for corner, said corner being the southeast boundary corner of said 1.0528 acre tract, same being the intersection of the northeast right-of-way line of South Friendswood Drive, a called 80 foot wide public right-of-way, with the northwest right-of-way line of said East Shadowbend Avenue;

THENCE, North 48° 08' 50" West, along the southwest boundary line of said 1.0528 acre tract, same being the northeast right-of-way line of said South Friendswood Drive, a distance of 241.00 feet, to a 5/8-inch iron rod with plastic cap found for corner, said corner being the southeast boundary corner of a called 0.589 acre tract of land, conveyed to Lockwood National Bank, by deed recorded under Galveston County Clerk's File No. 2015072418;

THENCE, North 41° 51' 10" East, along the easterly line of said called 0.589 acre tract, and a called 0.381 acre tract, conveyed to Lockwood National Bank, by deed recorded under Galveston County Clerk's File No. 83-00287, for a distance of 260.00 feet to a 5/8-inch iron rod with plastic cap found for corner, said corner being the northeast boundary corner of said 0.589 acre tract, same being the northwest boundary corner of said 1.0528 acre tract;

THENCE, South 48° 08' 50" East, along the southwest right-of-way line of said Pecan Drive, for a distance of 73.00 feet, to a 5/8-inch iron rod with plastic cap, found in the southwest right-of-way line of said Pecan Drive, said corner being the northwest boundary corner of said 0.385 acre tract;

THENCE, South 41° 51' 10" West, along the northwest boundary line of said 0.385 acre tract, for a distance of 100.00 feet, to a 5/8-inch iron rod with plastic cap found for corner;

THENCE, South 48° 08' 50" East, along the southwest boundary line of said 0.385 acre tract, for a distance of 168.00 feet, to the **POINT OF BEGINNING** and containing within these calls 45,860 square feet or 1.0528 acres of land.

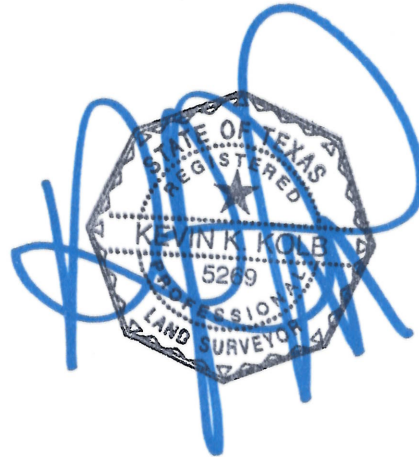
A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269. (TSI Job No. 12-038)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | March 27, 2020



PROJECT BENCHMARK:

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NUMBER 210195
HGCSO STAINLESS STEEL ROD STAMPED HGCSO 37 1986 AT US
59 AND NEWCASTLE DRIVE LOCATED S. OF INTERSECTION,
INSIDE CITY OF HOUSTON WATER TANKS, 46 FT W. OF ROAD &
60 FT NE OF POWER TRANSFORMER IN KEYMAP 4912.
ELEVATION: 55.079 FEET NAVD 1988, 2001 ADJUSTED.

F.E.M.A. FLOOD ZONE STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 49201G1065 M, DATED JANUARY 6th 2017 AND HAVE
DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY
WITHIN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE THE
100-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "X SHADED" OR
AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN.
NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE
FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN
ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT
DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO
FLOODING UNDER SPECIFIC CONDITIONS.

GENERAL SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON WERE
OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO
NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL
4204.
2. ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING
LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE
QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT
ABSTRACTED.
3. WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER
ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY.
SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE
APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
4. THIS SURVEY DEPICTS THE FOOTPRINT OF ALL BUILDINGS,
PROTRUSIONS SUCH AS EAVES, OVERHANGS, WINDOW LEDGES,
ETC. ARE NOT SHOWN.
5. SUBJECT TO THE CITY ORDINANCES NOW IN FORCE IN THE CITY
OF FRIENDSWOOD, HARRIS COUNTY, TEXAS.
6. A METES AND BOUNDS DESCRIPTION WAS PREPARED IN
CONJUNCTION WITH THIS SURVEY MAP, BY KEVIN K. KOLB, RPLS
5269, ON APRIL 1, 2019. (TSI JOB No. 12-038)

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	457.04'	123.38'	15°28'00"	N 52°44'00" E	123.00'

LEGEND:

WM - WATER METER
PP - POWER POLE
CONC. - CONCRETE
TR - TOP OF RIM
FL - FLOW LINE
RCP - REINFORCED CONCRETE PIPE
S - STORM SEWER LINE
SS - SANITARY SEWER LINE
W - WATER LINE
OHP - OVERHEAD POWER LINE
TC - TOP OF CURB
G - GUTTER
A/C - AIR CONDITIONING UNIT
IR - IRON ROD
CM - CONTROL MONUMENT
G.C.M.R. - GALVESTON COUNTY MAP RECORDS
G.C.D.R. - GALVESTON COUNTY DEED RECORDS
G.C.C.F. - GALVESTON COUNTY CLERK'S FILE
TX.S.P.R. - TEXAS STATE PLANE COORDINATE SYSTEM

BEING 0.1738 ACRES OR 7,569
SQUARE FEET OF LAND SITUATED
IN THE S. MCKISSICK SURVEY,
ABSTRACT NO. 151, GALVESTON
COUNTY, TEXAS, AND BEING A
PORTION OF LAND OUT OF LOT 1, IN
BLOCK 2, OF FRIENDSWOOD
SUBDIVISION, A SUBDIVISION
ACCORDING TO THE MAP OR PLAT
THEREOF RECORDED UNDER
VOLUME 254, PAGE 37 OF THE
GALVESTON COUNTY PLAT
RECORDS, ALSO KNOWN AS AN
UNRECORDED PORTION OF E.
HERITAGE DRIVE,
CITY OF FRIENDSWOOD,
GALVESTON COUNTY, TEXAS

PECAN DRIVE
(60' PUBLIC RIGHT-OF-WAY)
P.R. 18, MAP No. 900 & 901 G.C.M.R.

FINAL BLOCK 2
PLAT OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD
P.R. 18, MAP No. 900 & 901 G.C.M.R.

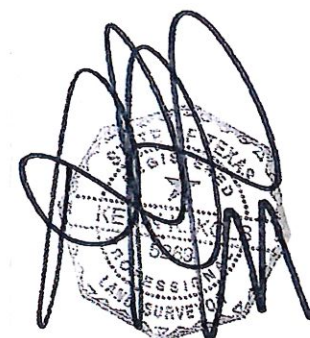
CALLLED 0.8151 ACRES
JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT
TO
FIRST BAPTIST CHURCH OF FRIENDSWOOD, and
JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT
G.C.C.F. No. 2007037162
6-7-2007

LOT 1, BLOCK 2
FRIENDSWOOD
SUBDIVISION
VOL. 254, PG. 37 G.C.D.R.

CALLLED 0.9117 ACRES
CATHERINE MANCHACA
TO
FIRST BAPTIST CHURCH OF FRIENDSWOOD
G.C.C.F. No. 2007037164
6-7-2007

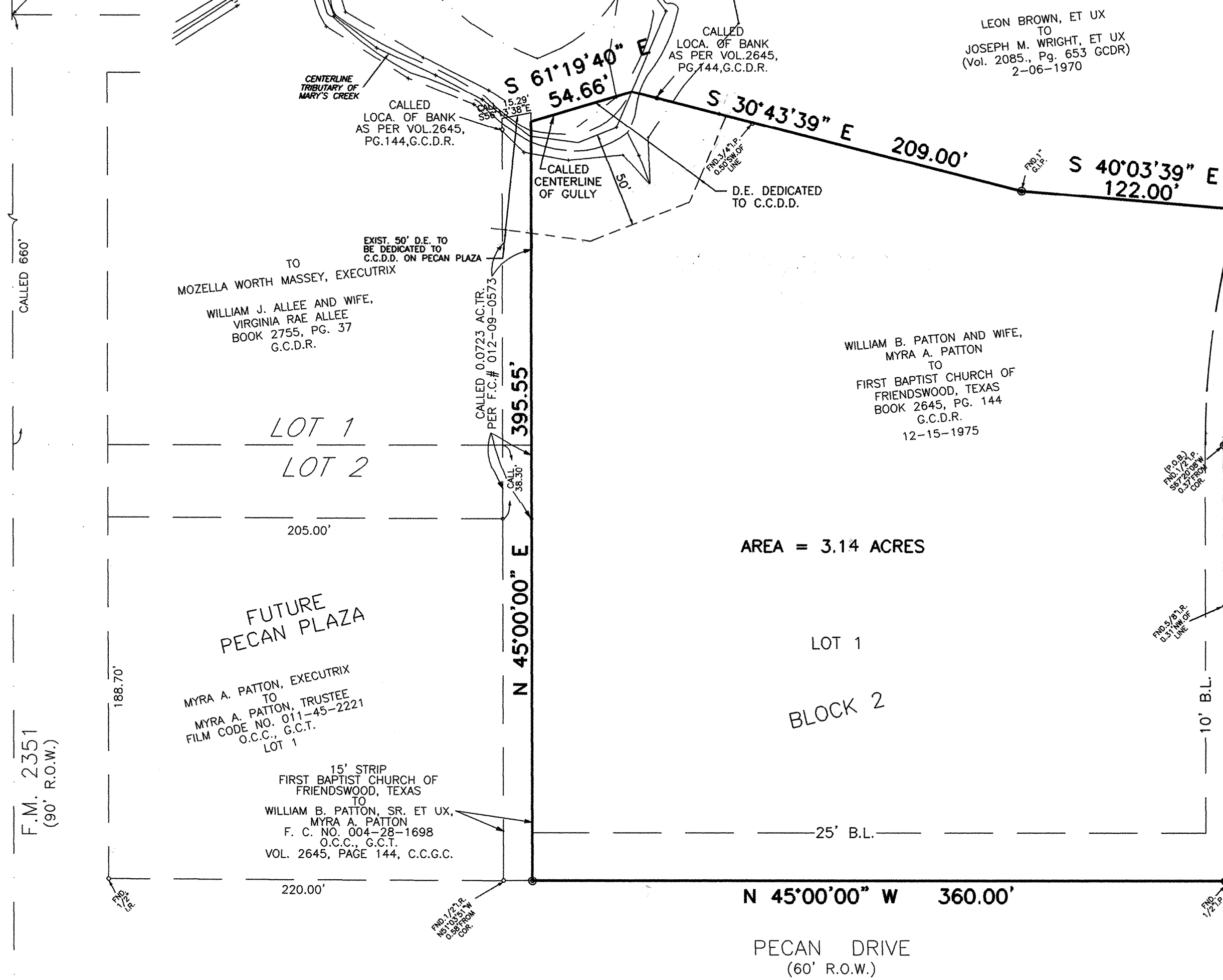
E. HERITAGE DRIVE
(60' PUBLIC RIGHT-OF-WAY)
P.R. 18, MAP No. 900 & 901 G.C.M.R.

TSI
TOTAL SURVEYORS, INC.
4301 CENTER STREET, DEER PARK, TEXAS
PHONE: 281.479.8719 | TOTALSURVEYORS.COM
T.B.P.L.S. FIRM REGISTRATION No. 10075300



DRAWING INFORMATION			
SCALE	1" = 30'		
PAPER SIZE	11"x17" LANDSCAPE		
PROJECT No.	12-038		
FIELD DATA		DRAFTING	
CREW	-	BY	EEB
DATE	-	DATE	4-1-2019

CALL WEST
COR. OF LOT 4,
BLOCK 3,
FRIENDSWOOD
SUBDIVISION
OF MELODY PLAZA,
SEC. 2, DATED
AUG. 1997



STATE OF TEXAS
COUNTY OF GALVESTON

WE, FIRST BAPTIST CHURCH OF FRIENDSWOOD, Owners of the property subdivided in the above and foregoing map of PART OF LOTS 1 AND 2, BLOCK 2, FRIENDSWOOD SUBDIVISION, do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown and designate said subdivision as FIRST BAPTIST CHURCH OF FRIENDSWOOD, located in Friendswood, Galveston County, Texas and dedicate to the public use as such, the streets, alleys, parks, and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated or occasioned by the alteration of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors, and assigns to warrant and forever defend the title to the land so dedicated.

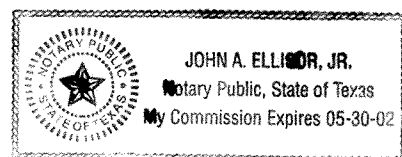
Truman Taylor
JOHN KNAPE
KEN SUIT

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Truman Taylor, John Knapé and Ken Suit known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of March, 1999.

John A. Ellison Jr.
Notary Public in and for Galveston County, Texas
My commission expires



WE, FIRST COMMUNITY BANK, N.A., Owners of a lien upon said property, do hereby ratify and conform said subdivision and dedication, and do hereby in all things subordinate to said subdivision and dedication the lien against said landowner held by us.

By: Ruth Henry, V.P. Deputy

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM H. DAHLKAMP, TRUSTEE of First Community Bank, N.A., a Texas banking corporation, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of March, 1999.

Sandra K. Fletcher
Notary Public, State of Texas
Commission Expires 6-25-00

I, DON DENSION, do hereby certify that this plat correctly represents a survey made under my supervision on the ground, in accordance with the information provided me and correctly represents the facts as found at the time of survey and is true and correct, and that all lot and block corners, angle points, and points of curvature will be properly marked with iron rods.

WITNESS MY HAND AND SEAL this 25th day of January, 1999.

DON DENSION
Registered Professional Land Surveyor No. 2068

CITY OF FRIENDSWOOD
This is to certify that the City Planning Commission of the City of Friendswood, Texas has approved this plat and subdivision of FIRST BAPTIST CHURCH OF FRIENDSWOOD as shown hereon.

In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the City Planning Commission of the City of Friendswood, Texas this 19th day of May, 1999.

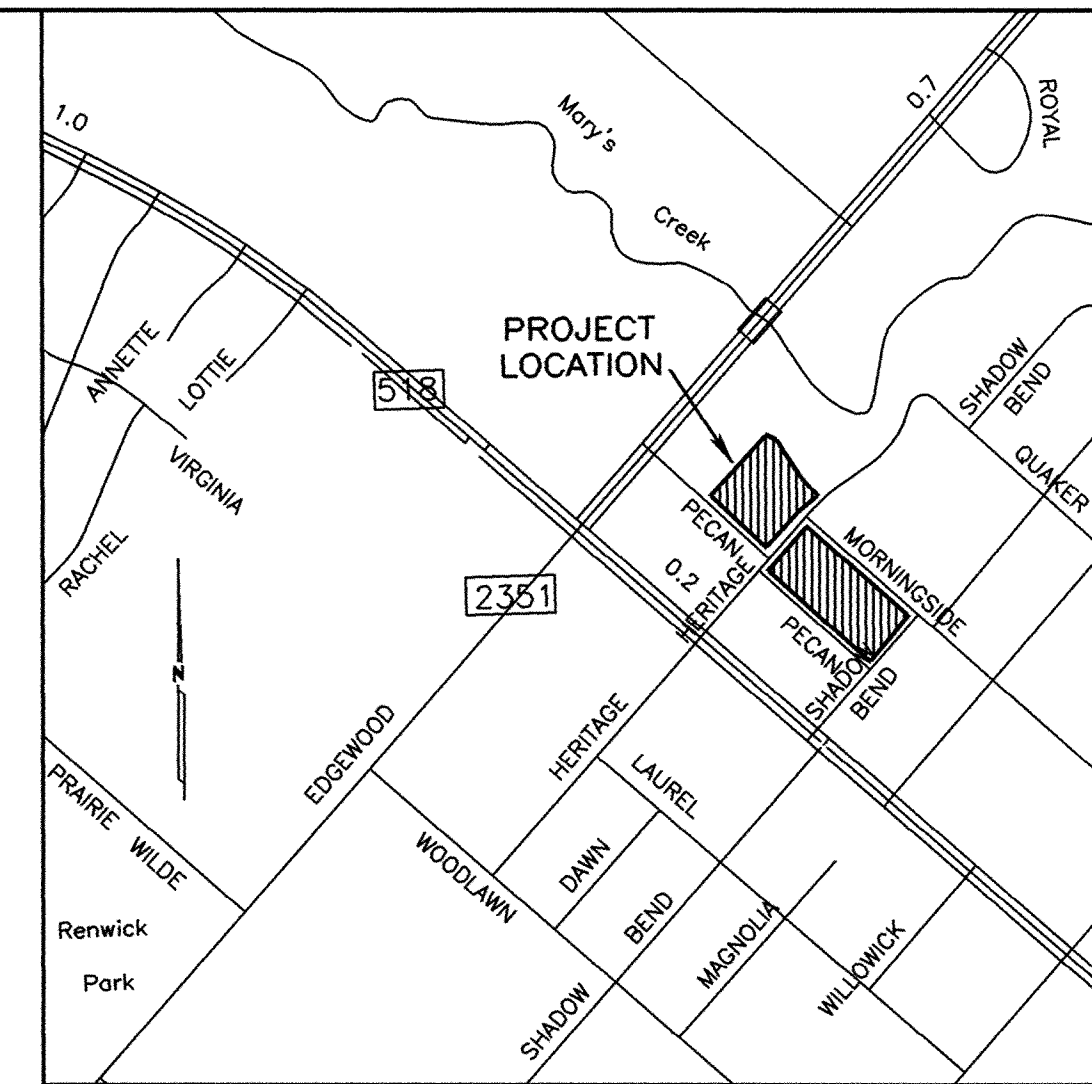
Ruth Henry
RUTH HENRY - DEVELOPMENT COORDINATOR

William R. Finger
WILLIAM R. FINGER - CHAIRMAN

FLOOD STATEMENT - BASE FLOOD ELEV. 24.00
TRACT LIES OUTSIDE 500 YEAR FLOOD PLAIN (ZONE "X")
AS PER F.I.R.M. PANEL # 485468 0005 E. PRELIMINARY DATE 9-30-97
EXCEPT MOST NORTHWESTERLY PORTION WHICH LIES IN ZONE "AO"
WITHIN 100 YEAR FLOOD PLAIN.
FLOOD PLAIN LINE DETERMINED BY TOPOGRAPHIC SURVEY
BENCHMARK N.G.S. MARKER #459
LOCATED ON THE WEST SIDE OF BRIARMEADOW
APPROX. 185± WEST OF CENTERLINE OF
SUNSET BLVD.
ELEV. 26.34 (1978 ADJ.)
PROJECT BENCHMARK ELEVATION = 32.92 (1978 DATUM)
B.M. #65 CITY OF FRIENDSWOOD BM SYSTEM
SE. COR. METAL BASE PLATE ON LIGHT POLE
IN FRONT OF OLD POST OFFICE BLDG. NEAR
EXIT DRIVEWAY.
T.B.M. - F.H. ON WESTERLY SIDE OF E. HERITAGE
DRIVE AT MORNINGSIDE DRIVE.

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT

Supervisor
Date
Supervisor
Date



VICINITY MAP

SCALE: 1" = 2000'

NOTES

- PERMANENT STRUCTURES, INCLUDING FENCES, SHALL NOT BE ERRECTED IN A DRAINAGE EASEMENT WHICH WILL INHIBIT FREE FLOW OF WATER IN THE DITCH OR ACCESS TO THE EASEMENT BY DRAINAGE CREWS OR EQUIPMENT.
- DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
- THERE ARE NO PIPELINES OR PIPELINE EASEMENTS ON THIS TRACT, OR WITHIN 100' OF SAME, OTHER THAN THOSE SHOWN.
- FOUR FOOT(4') WIDE SIDEWALKS SHALL BE PROVIDED BY THE OWNER AT THE TIME OF CONSTRUCTION.
- CONTACT THE CLEAR CREEK DRAINAGE DISTRICT AT 482-0404 48 HOURS TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR FINAL INSPECTION.
- BACKFLOW PREVENTION EQUIPMENTS ARE REQUIRED AT ALL WATER OUTLETS AND ANY OTHER CONNECTION THAT MAY CAUSE CONTAMINATION.
- NO BUILDING PERMIT SHALL BE ISSUED FOR ANY DEVELOPMENT ON THIS SITE UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE CLEAR CREEK DRAINAGE DISTRICT.
- TO CONVERT PROJECT BENCHMARK DATUM SUBTRACT 0.12' FROM PROJECT BENCHMARK ELEVATION 32.92.
- ALL OVERHEAD POWER ON-SITE TO BE REMOVED AND UNDERGROUND INSTALLED.

SURVEYOR

LAND DATA SURVEYS, INC.
P.O. BOX 890027
HOUSTON, TEXAS 77289-0027
PHONE: (281) 332-7050

ENGINEER

MUNICIPAL ENGINEERING CO., INC.
3301 FEDERAL STREET
PASADENA, TEXAS 77504
PHONE: (713) 941-8988

OWNER

FIRST BAPTIST CHURCH
OF FRIENDSWOOD
111 E. HERITAGE
TRUMAN TAYLOR, TRUSTEE
JOHN KNAPE, TRUSTEE
KEN SUIT, TRUSTEE
FRIENDSWOOD, TEXAS 77546
PHONE: (281)482-7573

FINAL PLAT
OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD

A 6.12 ACRE TRACT OF LAND BEING PART OF LOT 1 & LOT 2, BLOCK 2, OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 254, PAGE 37, IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS.

2 LOTS
2 BLOCKS
FEBRUARY 19, 1999
SCALE: 1" = 50'
C.O.F. REV. 3/12/99
C.O.F. REV. 3/7/99
(SHT. 1 OF 2)

METES AND BOUNDS DESCRIPTION

DESCRIPTION OF 2.98 ACRE TRACT

A TRACT OF LAND CONTAINING 2.98 ACRES, MORE OR LESS, BEING PART OF AND OUT OF LOT 2, BLOCK 2 OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 254, PAGE 37 IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS; SAID 2.98 ACRES, MORE OR LASS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 1 OF SAID BLOCK 2, SAME BEING ON THE NORTHEASTERLY LINE OF SAID LOT 2;

THENCE , S 45°00'00" E, ALONG THE COMMON LINE OF LOTS 1 AND 12, A CALLED DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTHEASTERLY LINE OF MORNINGSIDE DRIVE (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE (BASED ON A WIDTH OF CALLED 60 FEET);

THENCE , S 45°00'00" W, ACROSS MORNINGSIDE DRIVE RIGHT-OF-WAY, FOR A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD SET FOR THE INTERSECTION OF THE SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE (BASED ON WIDTH OF CALLED 60 FEET), AND BEING THE POINT OF BEGINNING;

THENCE S 45°00'00" E, ALONG THE SAID SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE, FOR A DISTANCE OF 541.40 FEET TO A POINT FOR CORNER MARKING THE INTERSECTION OF THE SAID SOUTHWESTERLY LINE OF MORNINGSIDE DRIVE WITH THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE FROM WHICH A FOUND 3/4-INCH BOLT BEARS WITNESS AT N 45°00'00"E, A DISTANCE OF 0.15 FEET;

THENCE , S 45°00'00" W, ALONG THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE, FOR A DISTANCE OF 240.00 FEET TO TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF EAST SHADOWBEND AVENUE WITH THE NORTHEASTERLY LINE OF PECAN DRIVE (CALLED 60 FEET WIDE), FROM WHICH A FOUND 1/2-INCH IRON PIPE BEARS WITNESS AT 45°00'00" E, A DISTANCE OF 0.10 FEET;

THENCE , N 45°00'00" W, ALONG THE NORTHEASTERLY LINE OF PECAN DRIVE, PASSING A FOUND 1/2-INCH IRON ROD AT 4.86 FEET AND CONTINUING FOR TOTAL DISTANCE OF 541.40 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE SAID OCCUPIED NORTHEASTERLY LINE PECAN DRIVE WITH THE AFORESAID SOUTHEASTERLY LINE OF EAST HERITAGE DRIVE;

THENCE , N 45°00'00" E, ALONG THE SAID SOUTHWESTERLY LINE OF EAST HERITAGE DRIVE, FOR A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING, OF A TRACT CONTAINING 2.98 ACRES, MORE OR LESS.

DESCRIPTION OF 3.14 ACRE TRACT

A TRACT OF LAND CONTAINING 3.14 ACRES, MORE OR LESS, BEING PART OF AND OUT OF LOT 1 AND 2, BLOCK 2 OF FRIENDSWOOD, A SUBDIVISION OF LAND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254, PAGE 37 IN THE OFFICE OF THE COUNTY CLERK, GALVESTON COUNTY, TEXAS; SAID 3.14 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 1 OF SAID BLOCK 2, SAME BEING ON THE CALLED CENTERLINE OF EAST HERITAGE DRIVE;

THENCE, N 45°00'00" WEST, ALONG THE COMMON LINE OF SAID LOTS 1 AND 2, A CALLED DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, ON THE NORTHWESTERLY LINE OF EAST HERITAGE DRIVE (CALLED 60 FEET WIDE), FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS WITNESS AT S 67°20'08" W A DISTANCE OF 0.37 FEET;

THENCE, S 45°00'00" W, ALONG THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE, FOR A DISTANCE OF 227.00 FEET TO A 1/2 INCH IRON PIPE FOUND FOR A CORNER, SAME BEING THE INTERSECTION OF THE NORTHEASTERLY LINE OF PECAN CRIVE (CALLED 60 FEET WIDE) WITH THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE;

THENCE, N 45°00'00" W, ALONG THE SAID NORTHEASTERLY LINE OF PECAN DRIVE, FOR A DISTANCE OF 360.00 FEET TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 45°00'00" E, FOR A DISTANCE OF 395.55 FEET TO THE CENTERLINE OF MARY'S CREEK;

THENCE, S 61°19'40" E, GENERALLY ALONG THE CALLED CENTERLINE OF SAID MARY'S CREEK, FOR A DISTANCE OF 54.66 FEET (CALLED) TO A POINT FOR CORNER;

THENCE, S 30°43'39" E, ALONG A NORTHEASTERLY LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF 209.00 FEET TO A 1 INCH GALVANIZED IRON PIPE FOUND MARKING AN

THENCE, S 40°03'39" E, FOR A DISTANCE OF 122.00 FEET TO A 3/4 INCH IRON PIPE FOUND FOR CORNER, AT THE P.C. OF A CURVE TO THE LEFT,

ON THE SAID NORTHWESTERLY LINE OF EAST HERITAGE DRIVE;

THENCE FOLLOWING SAID CURVE TO THE LEFT HAVING A RADIUS OF 457.04 FEET, A CENTRAL ANGLE OF 15°28'00", CHORD BEARING AND DISTANCE -SOUTH 52°44'00" WEST - 123.00 FEET, AN ARC DISTANCE OF 123.37 FEET TO THE POINT OF BEGINNING, OF A TRACT CONTAINING 3.14 ACRES OF LAND, MORE OR LESS.

SURVEYOR

LAND DATA SURVEYS, INC.
P.O. BOX 890027
HOUSTON, TEXAS 77289-0027
PHONE: (281) 332-7050

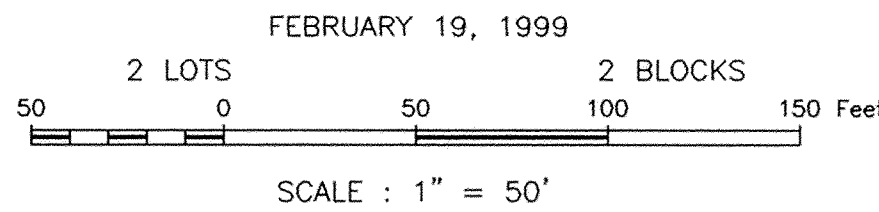
ENGINEER

MUNICIPAL ENGINEERING CO., INC.
3301 FEDERAL STREET
PASADENA, TEXAS 77504
PHONE: (713) 941-8988

OWNER

FIRST BAPTIST CHURCH
OF FRIENDSWOOD
111 E. HERITAGE
TRUMAN TAYLOR, TRUSTEE
JOHN KNAPE, TRUSTEE
KEN SUIT, TRUSTEE
FRIENDSWOOD, TEXAS 77546
PHONE: (281)482-4023

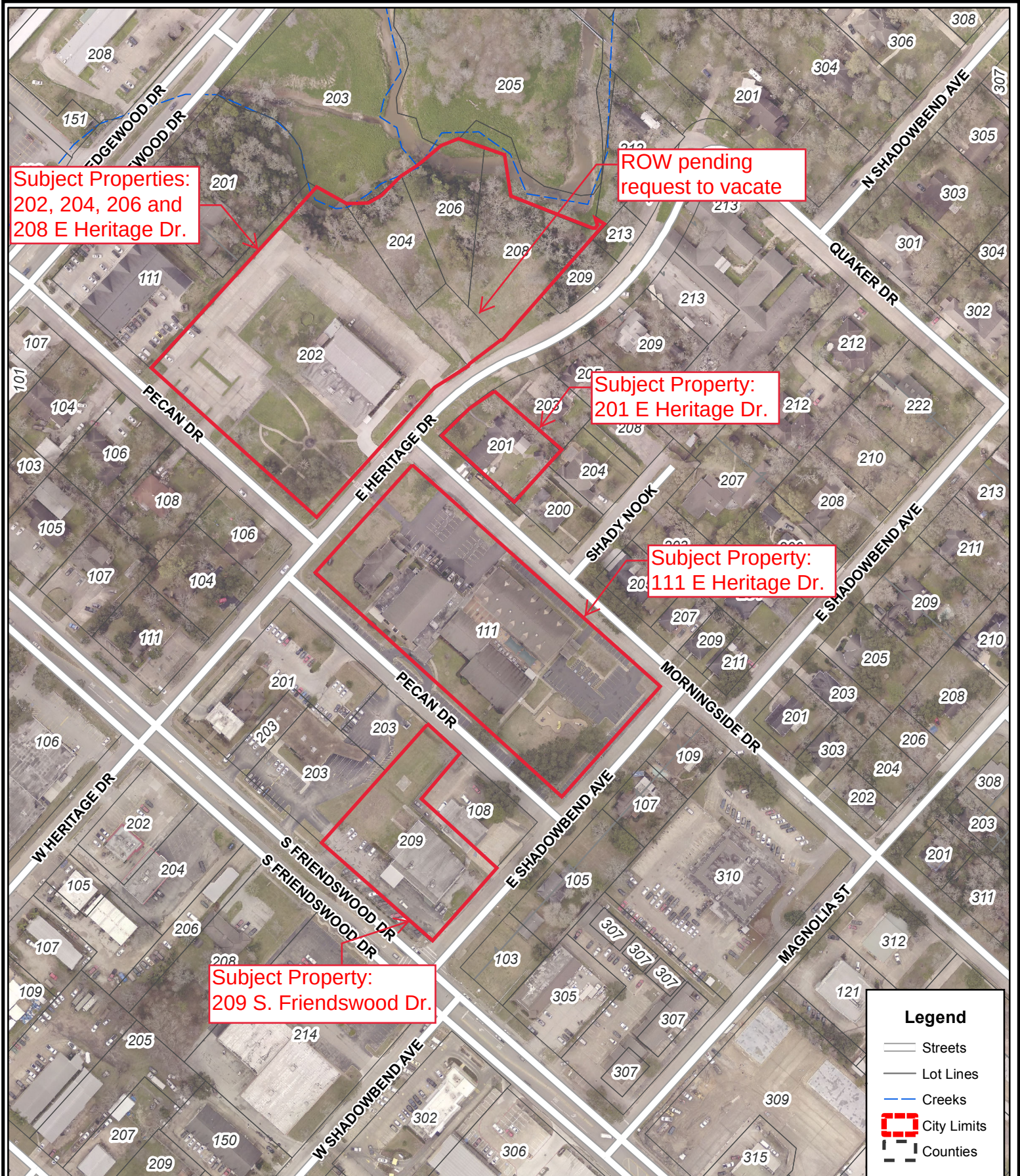
FINAL PLAT
OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD



C.O.F. REV. 3/12/99
CCDD REV. 2/19/99 ADDED CREEK (SHT. 2 OF 2)

Exhibit B

1. Aerial Map
2. Location Map
3. Zoning Map
4. FBC Cover Sheet
5. FBC Site Plan
6. FBC Landscape Plan
7. FBC Photometric Plan
8. FBC Building Elevations - Perspectives
9. FBC Building Elevations – Administration Building
10. FBC Building Elevations – Church Building
11. FBC Building Elevations – Storage Building
12. FBC Building Elevations – Family Life Center



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.

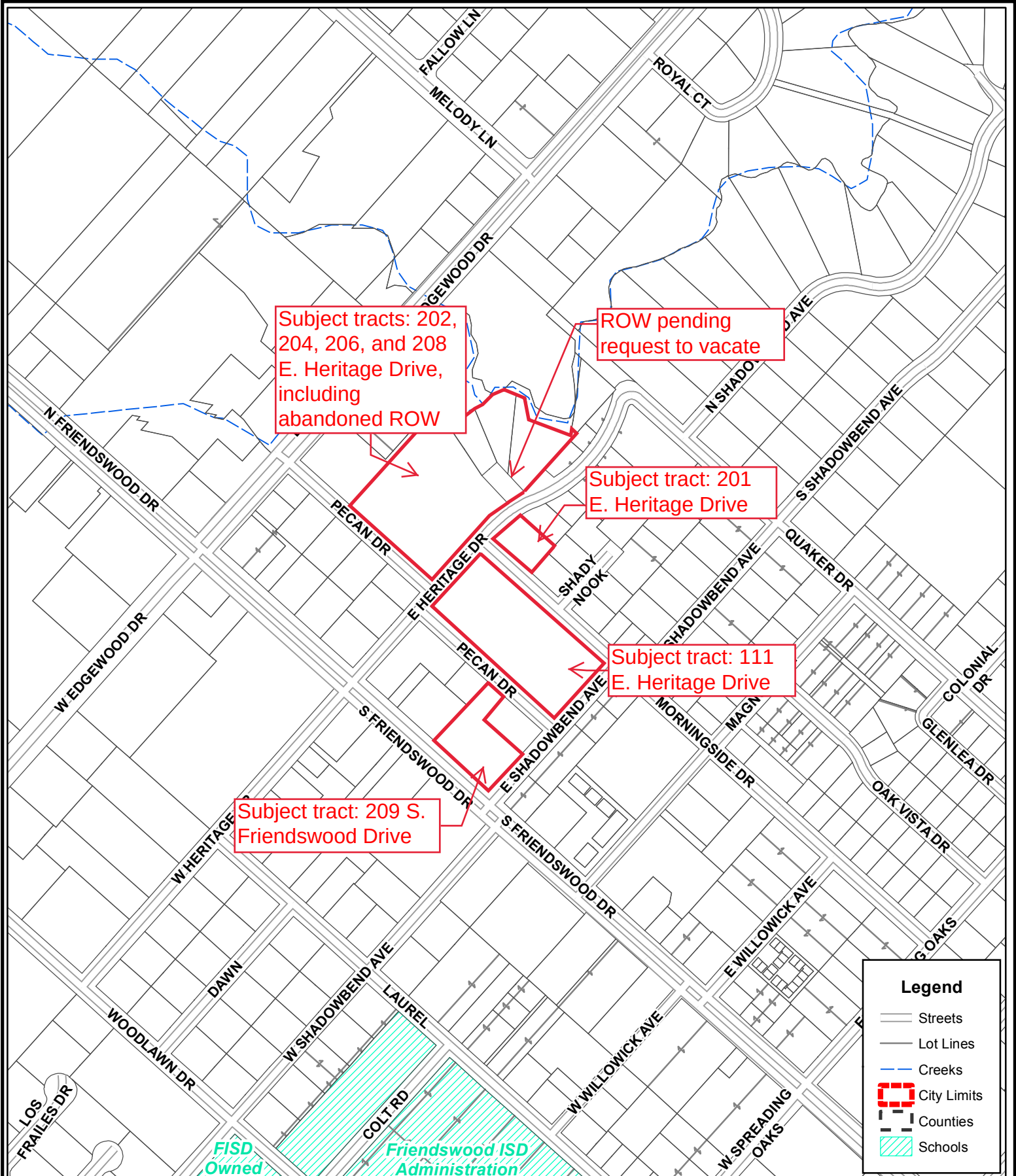


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 205'
Page 419 of 479



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.

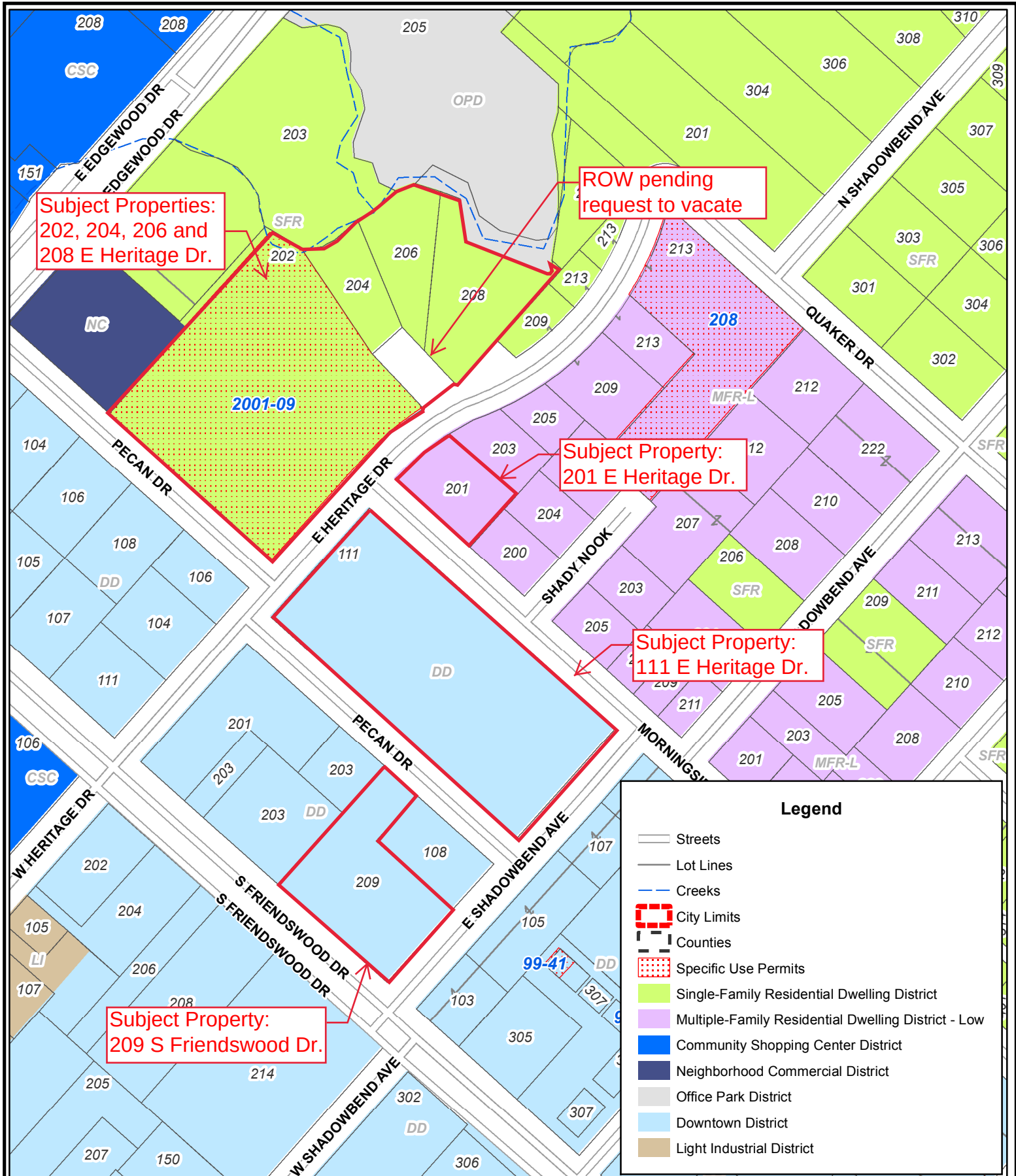


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
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Friendswood GIS Mapping



1" = 410'
 Page 420 of 479



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.



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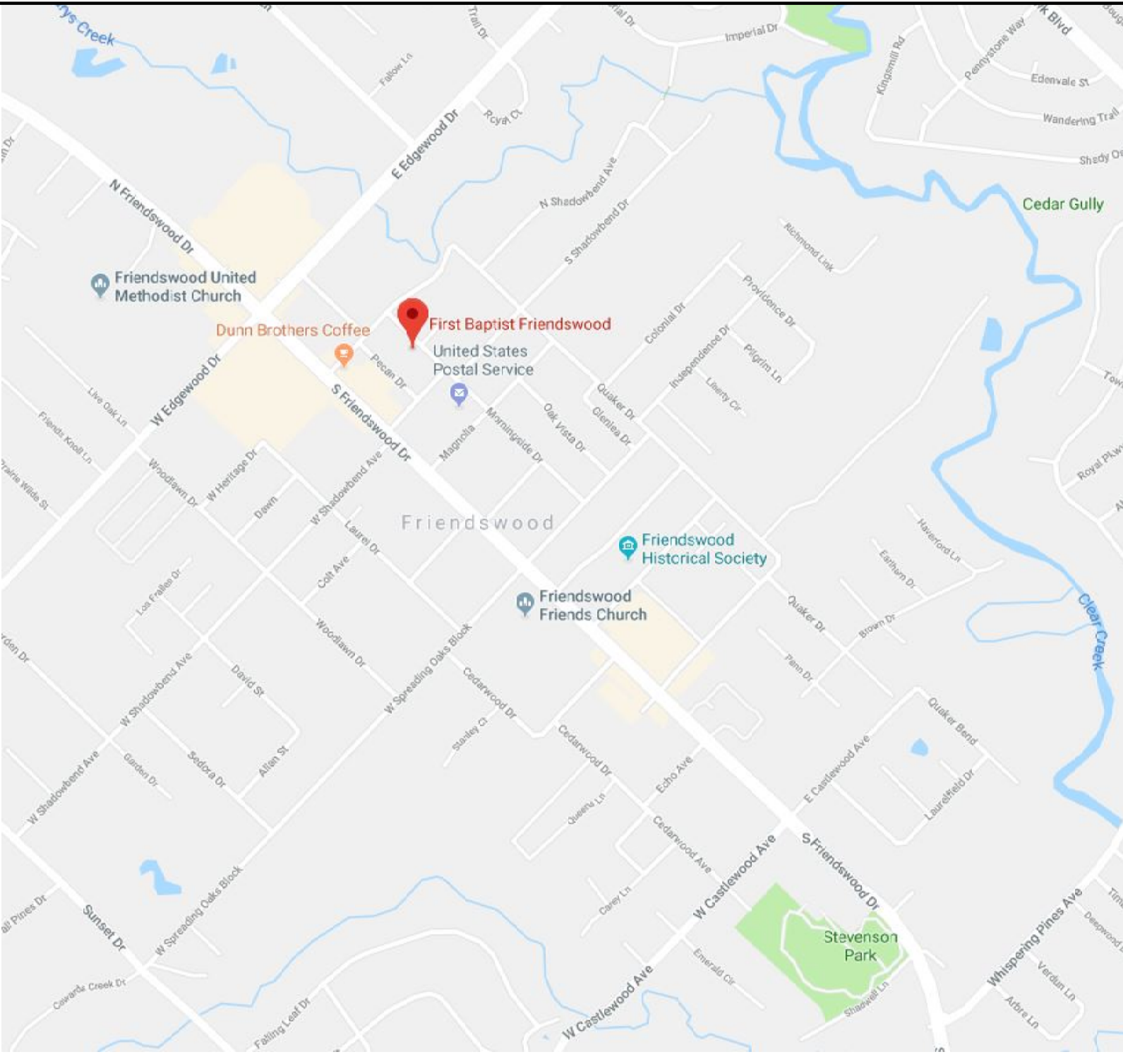
Friendswood GIS Mapping



1" = 205'
Page 421 of 479



700 Louisiana Street, Suite 350
Houston, Texas 77002
713.374.0000
www.zieglercooper.com



VICINITY MAP
SCALE= 1:1,000

1

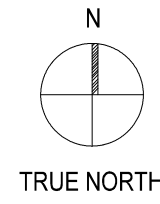
FIRST BAPTIST CHURCH FRIENDSWOOD
111 EAST HERITAGE DRIVE
FRIENDSWOOD, TEXAS 77546
JANUARY 10, 2020

SPECIFIC USE PERMIT OPTION 2 SUBMITTAL

DRAWING INDEX

- COVER SHEET
- SUBMITTAL DRAWINGS:
- SUP 1.10 SITE PLAN
 - SUP 2.10 LANDSCAPE PLAN/ TREE SURVEY/ MITIGATION STUDY
 - SUP 3.10 PHOTOMETRIC PLAN
 - SUP 4.10 BUILDING PERSPECTIVES
 - SUP 4.11 ADMINISTRATION BUILDING ELEVATIONS
 - SUP 4.12 CHURCH ADDITION ELEVATION
 - SUP 4.13 STORAGE BUILDING ELEVATIONS
 - SUP 4.14 FAMILY LIFE CENTER ELEVATIONS

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-9-20	CITY REVISION
3-30-20	CITY REVISION



FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
COVER SHEET

SHEET NUMBER
COVER

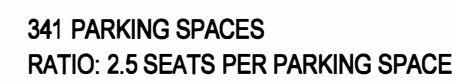
ZCA PROJECT # 1104901

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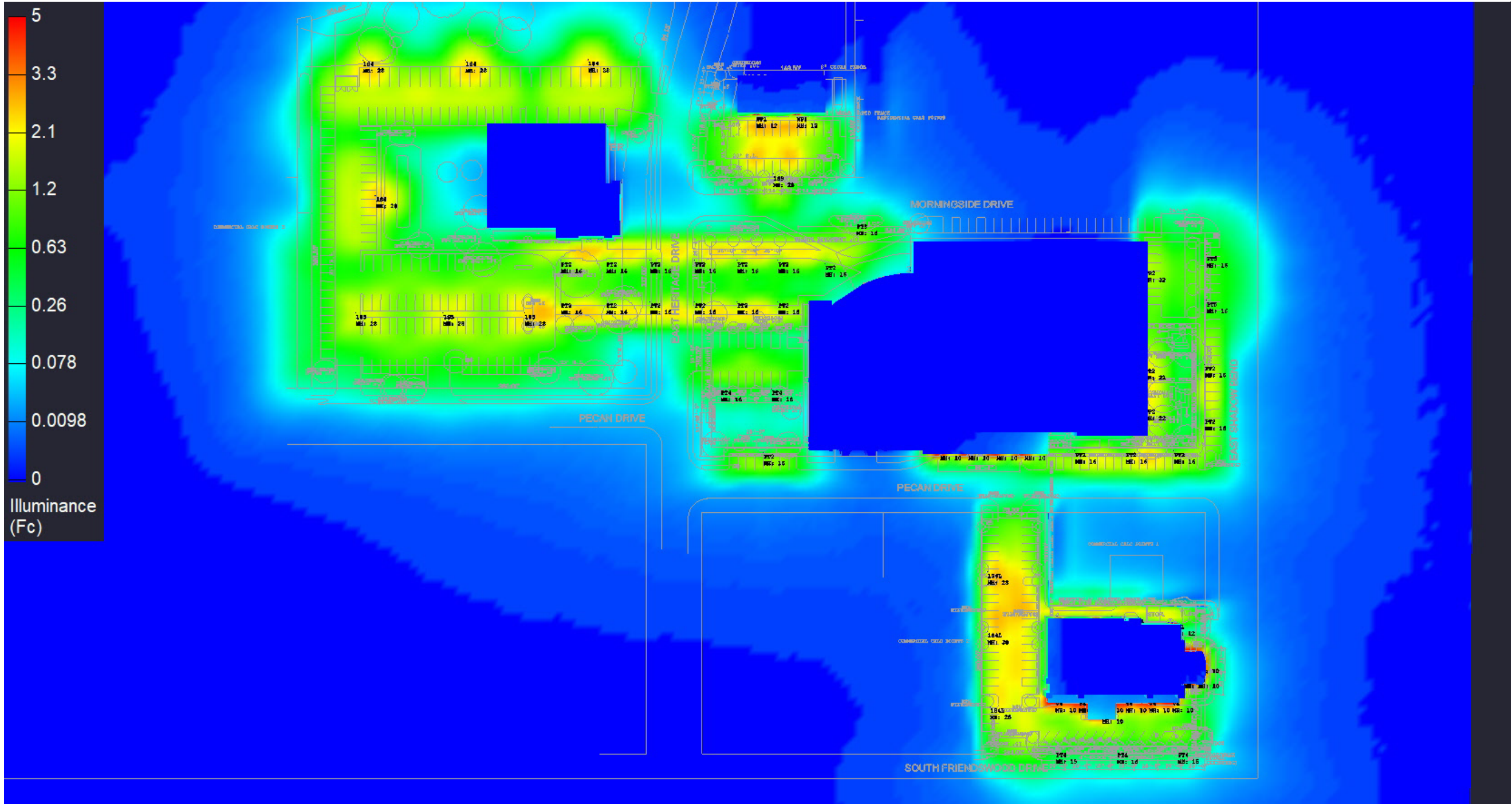
SHEET NUMBER

SUP 1.10

ZCA PROJECT # 1104901

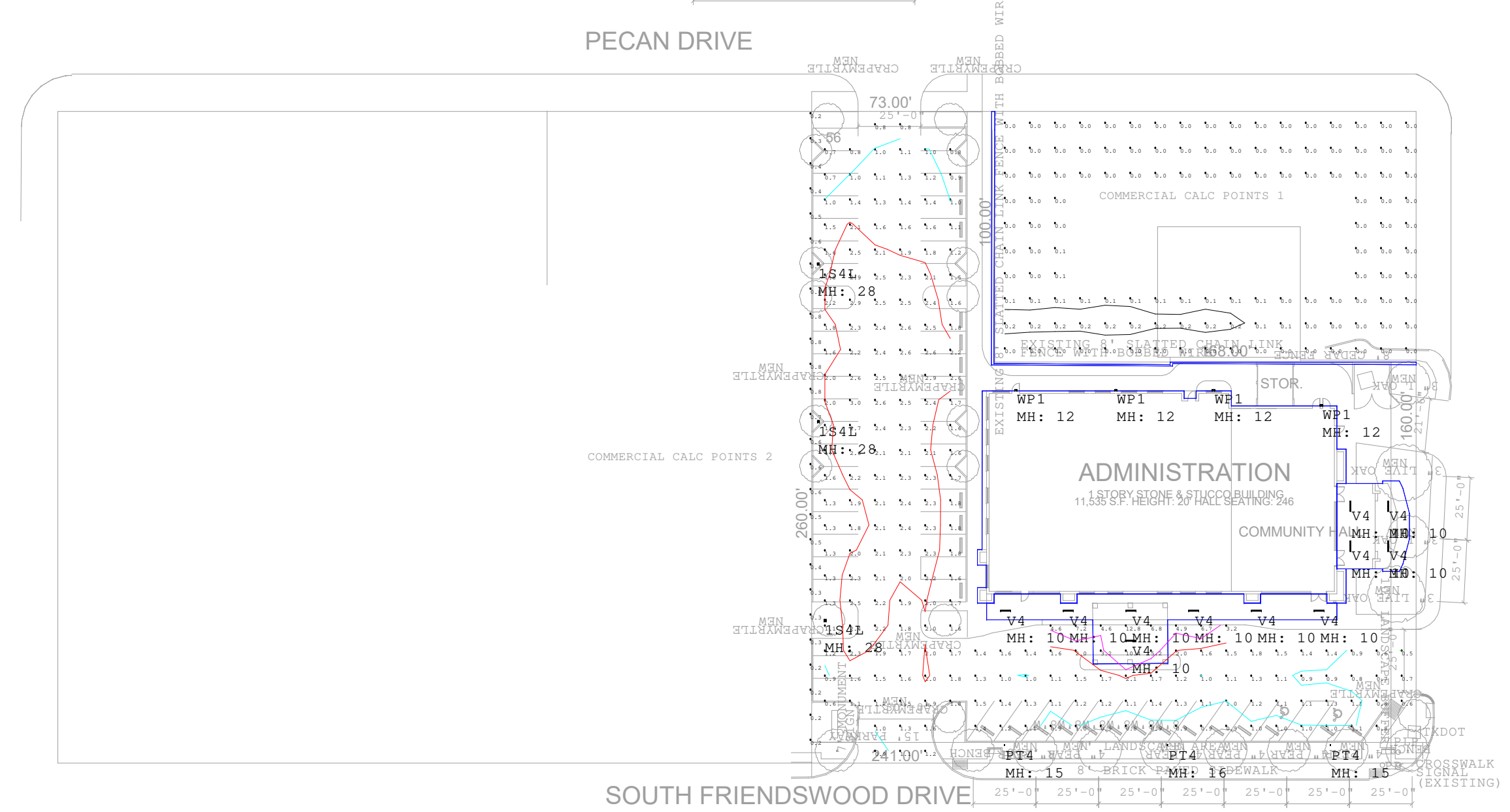
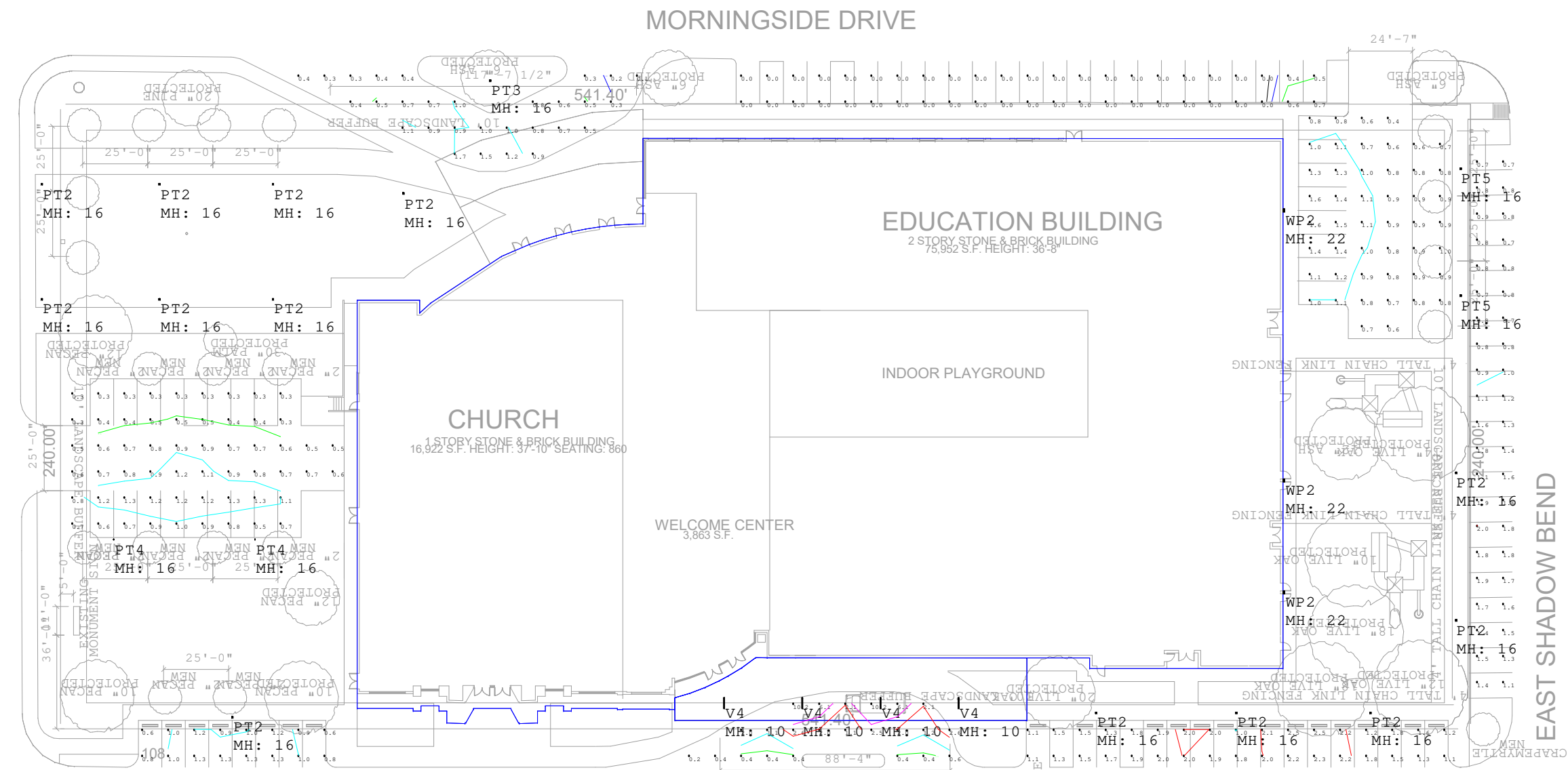
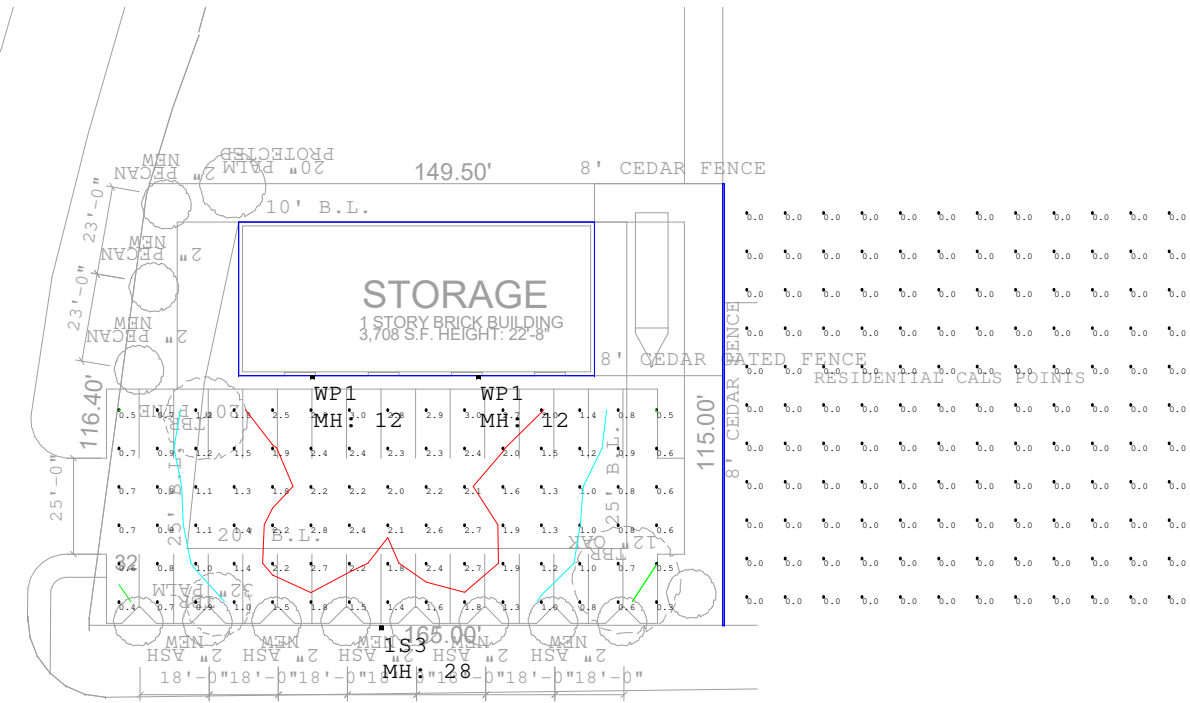
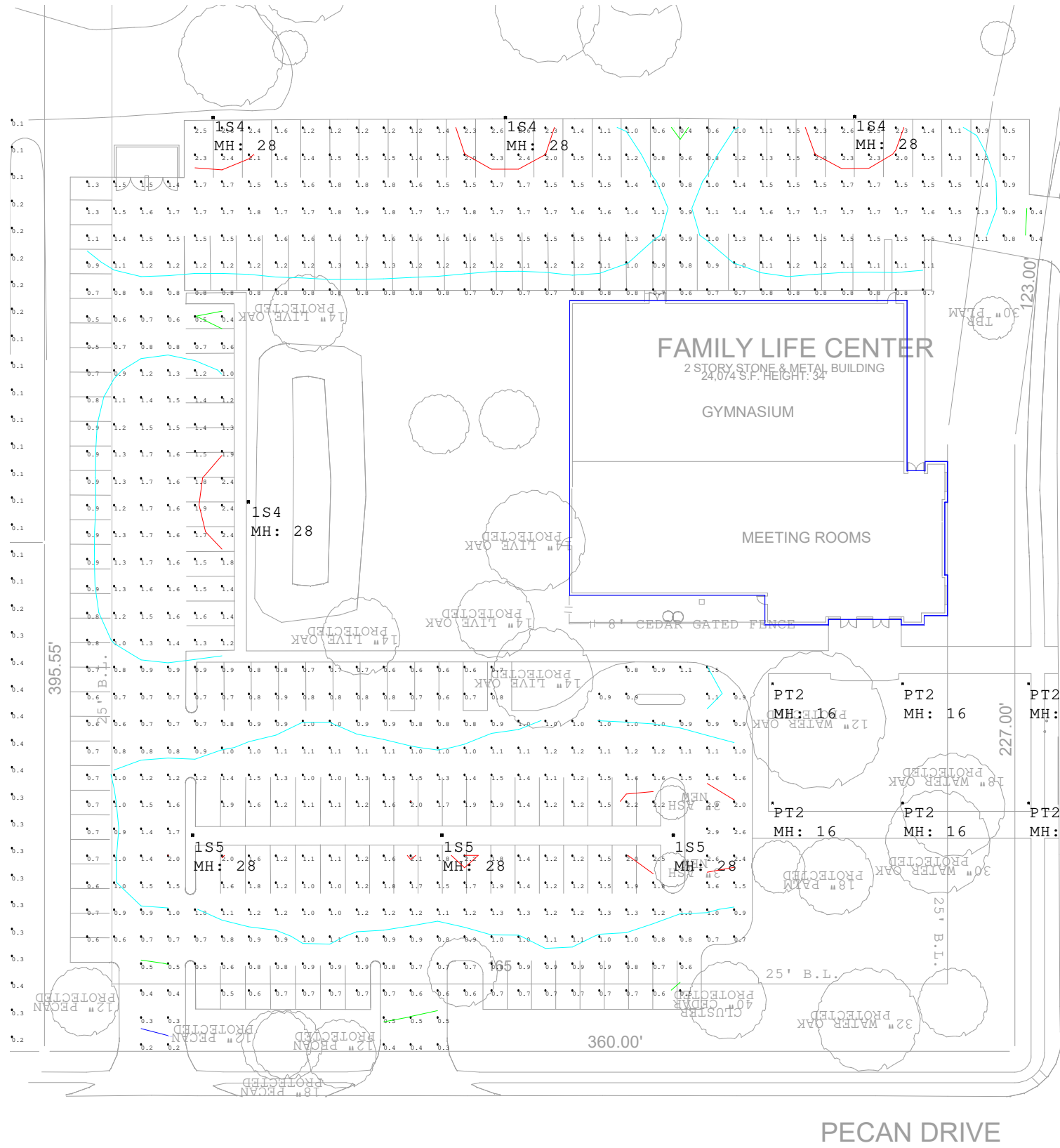


SITE PLAN
SCALE= 1:50



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Description
	1	LS3	SINGLE	18931	0.850	LSI # SLM-LED-18L-SIL-3-40-70CRI
	4	LS4	SINGLE	18843	0.850	LSI # SLM-LED-18L-SIL-FT-40-70CRI
	3	LS4L	SINGLE	12044	0.850	LSI # SLM-LED-18L-SIL-FT-40-70CRI-IL
	3	LS5	SINGLE	17562	0.850	LSI # SLM-LED-18L-SIL-5W-40-70CRI
	19	PT2	SINGLE	4246	0.850	STONEBRIDGE # L15-XRLED/12L45T2MDL14
	1	PT3	SINGLE	4185	0.850	STONEBRIDGE # L15-XRLED/12L45T3MDL14
	5	PT4	SINGLE	4166	0.850	STONEBRIDGE # L15-XRLED/12L45T4MDL14
	2	PT5	SINGLE	4386	0.850	STONEBRIDGE # L15-XRLED/12L45T5MDL14
	15	V4	SINGLE	3823	0.850	FORUM # AQD-x4-95LED40-SAT-C X 4'-WH
	6	WP1	SINGLE	3088	0.850	LSI # XWM-2-LED-03L-40
	3	WP2	SINGLE	6025	0.850	LSI # XWM-2-LED-06L-40

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
ADMIN BUILDING PARKING	Illuminance	Fc	1.85	12.8	0.5	3.70	25.60	
CHURCH SMALL LOT	Illuminance	Fc	0.69	1.3	0.3	2.30	4.33	
COMMERCIAL CALC POINTS 1	Illuminance	Fc	0.03	0.2	0.0	N.A.	N.A.	
COMMERCIAL CALC POINTS 2	Illuminance	Fc	0.49	0.8	0.2	2.45	4.00	
COMMERCIAL CALC POINTS 3	Illuminance	Fc	0.22	0.4	0.1	2.20	4.00	
E SHADOW BEND PARKING	Illuminance	Fc	1.22	2.0	0.7	1.74	2.86	
MORNINGSIDE DRIVE PARKING	Illuminance	Fc	0.30	1.7	0.0	N.A.	N.A.	
PECAN DRIVE PARKING	Illuminance	Fc	1.81	10.2	0.2	9.05	51.00	
PLAYGROUND PARKING	Illuminance	Fc	0.95	1.6	0.4	2.38	4.00	
RESIDENTIAL CALC POINTS	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.	
STORAGE PARKING	Illuminance	Fc	1.54	3.0	0.3	5.13	10.00	
WEST CHURCH LOT	Illuminance	Fc	1.21	2.9	0.2	6.05	14.50	



Revisions		
#	Date	Comments

Drawn By: J Shuler	Checked By:	Date: 3/27/2020
Scale: 1" = 50'		

FBC FRIENDSWOOD	SITE CALCS - REV 7
-----------------	--------------------

SUP 3.10

[illegible]

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE

PERSPECTIVES

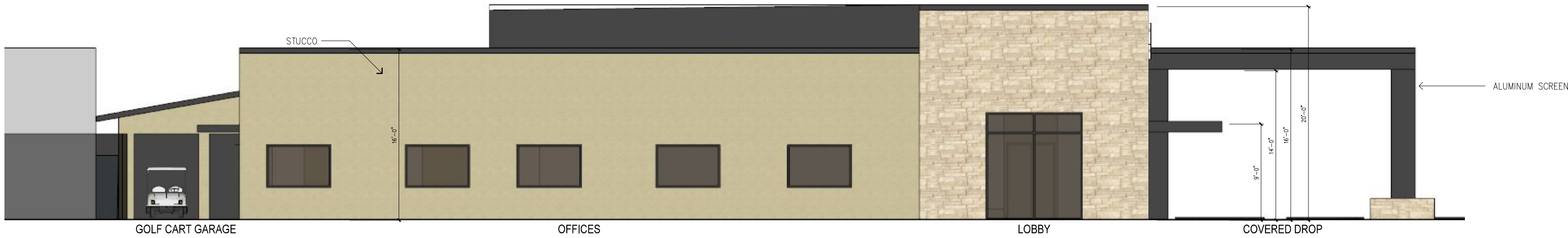
SHEET NUMBER

SUP 4.10

ZCA PROJECT #

1104901

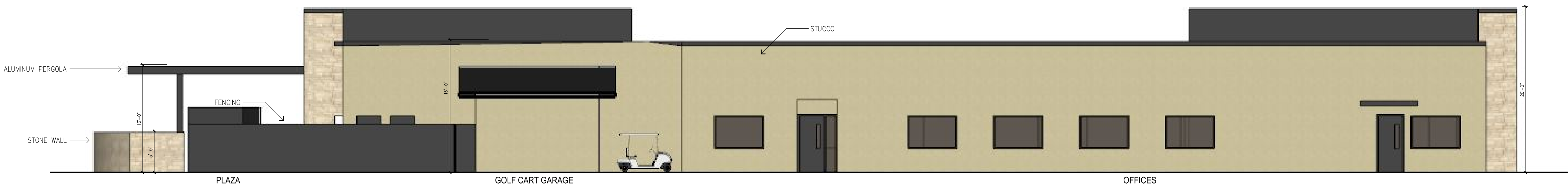
FBCF CAMPUS



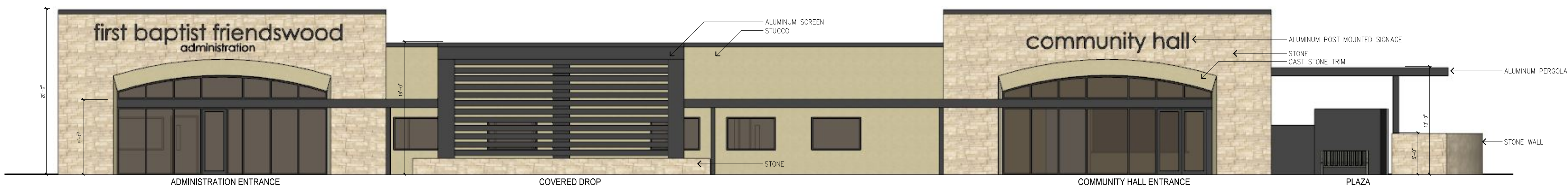
WEST ELEVATION 4
SCALE: 1'=1/8"



EAST ELEVATION 3
SCALE: 1'=1/8"



NORTH ELEVATION 2
SCALE: 1'=1/8"



SOUTH ELEVATION 1
SCALE: 1'=1/8"

ISSUES

DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
NEW ADMIN BUILDING

SHEET NUMBER
SUP 4.11
ZCA PROJECT # 1104901

Architectural elevation drawing of a church building. The drawing includes the following labels and annotations:

- LOBBY**: The central entrance area with a large arched window and double doors.
- TOWER**: A tall, narrow structure with a cross on top, featuring a small arched window and a brick base.
- THE COMMONS**: A long, low section with a series of windows and a central entrance.
- RESTROOMS**: A small section with a single window and a door.
- COVERED DROP AND BUILDING "A" BEYOND**: A long, low section with a series of columns and a covered area.

Material and detail annotations include:

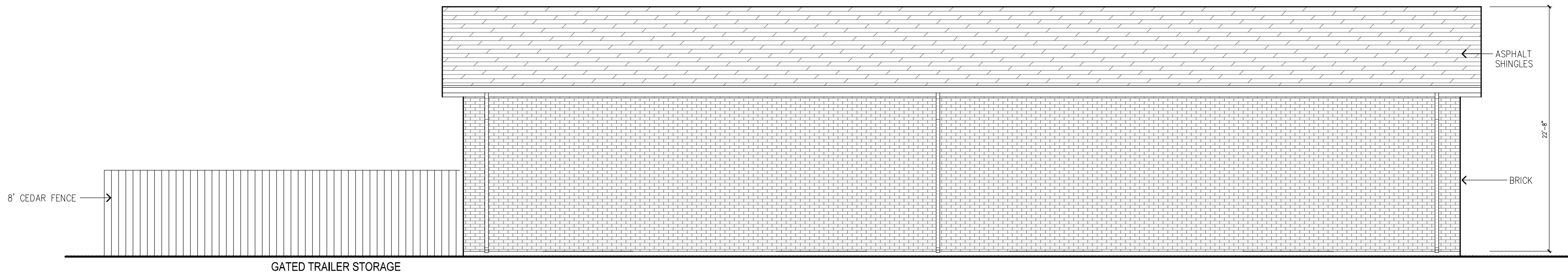
- ALUMINUM CROSS
- CAST STONE TRIM
- STONE
- BRICK TO MATCH EXISTING EDUCATION BUILDING
- CAST STONE ASPHALT SHINGLES STUCCO
- ALUMINUM SHELF
- ASPHALT SHINGLED ROOF
- STONE
- ALUMINUM CANTILEVERED CANOPY

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

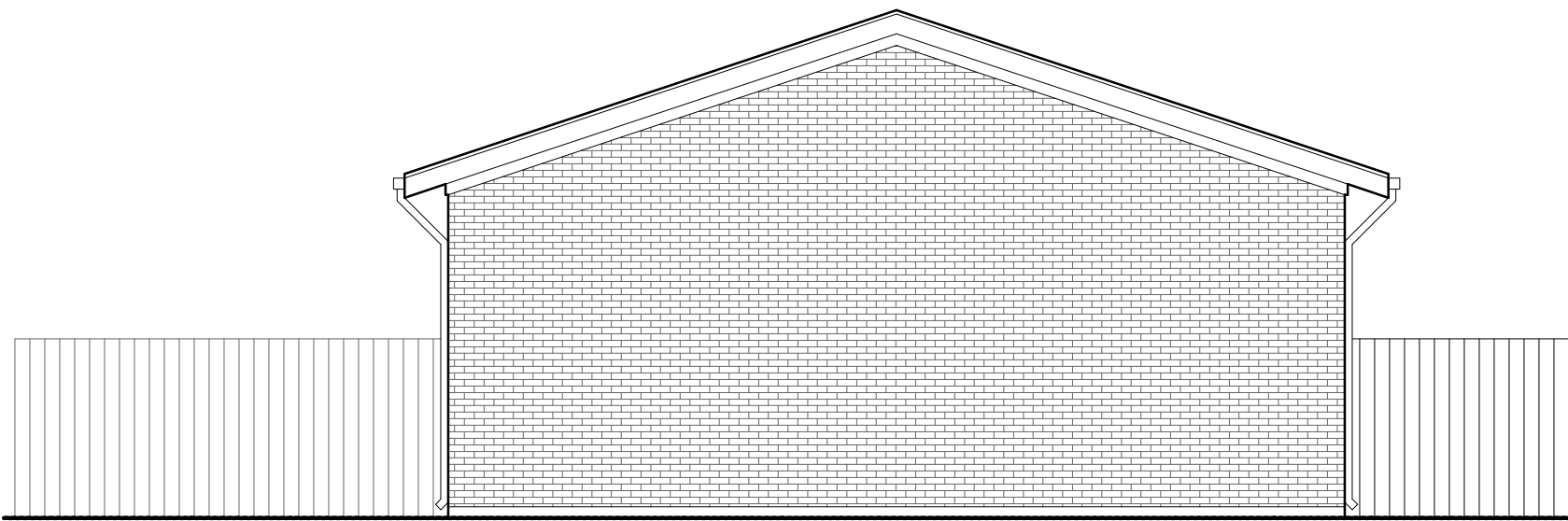
FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
STORAGE BUILDING

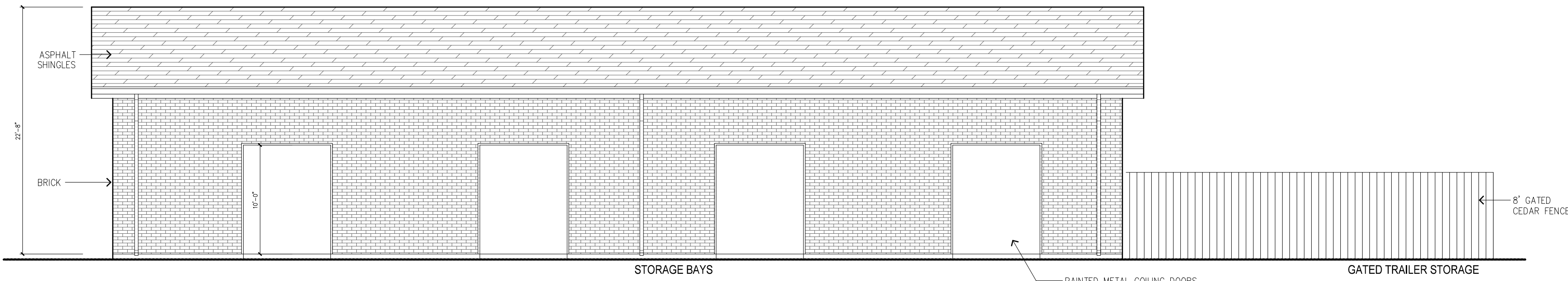
SHEET NUMBER
SUP 4.13
ZCA PROJECT # 1104901



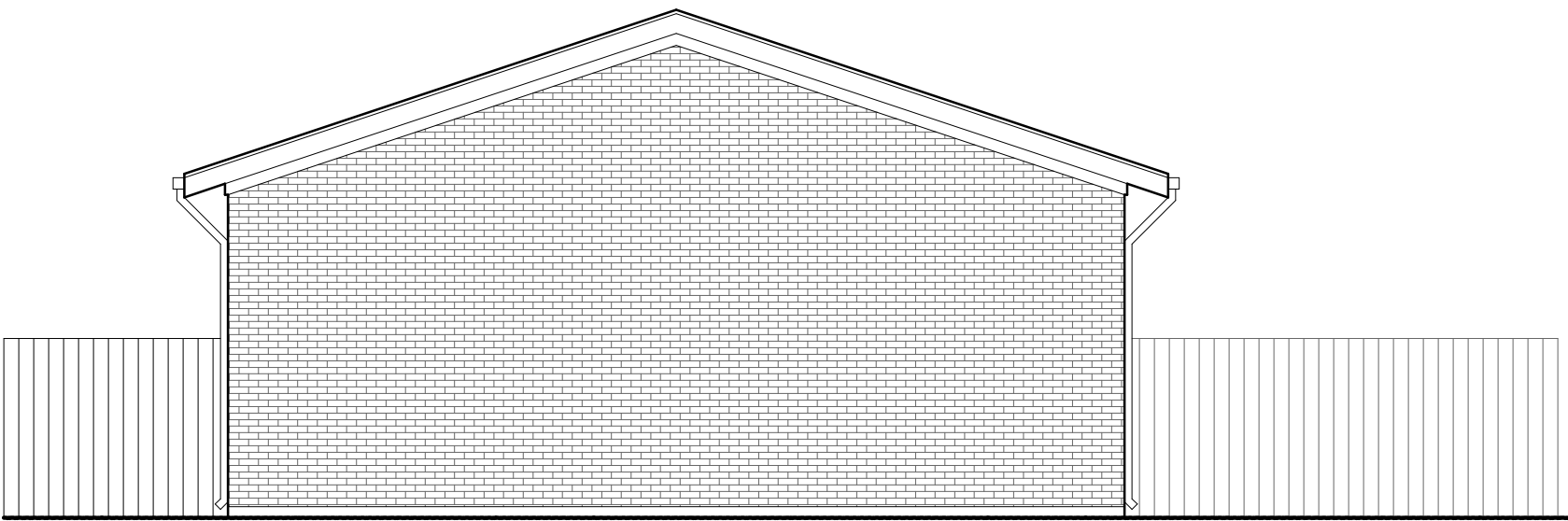
STORAGE BUILDING - SOUTH ELEVATION 2
SCALE: 1"=1/8"



STORAGE BUILDING - WEST ELEVATION 1
SCALE: 1"=1/8"



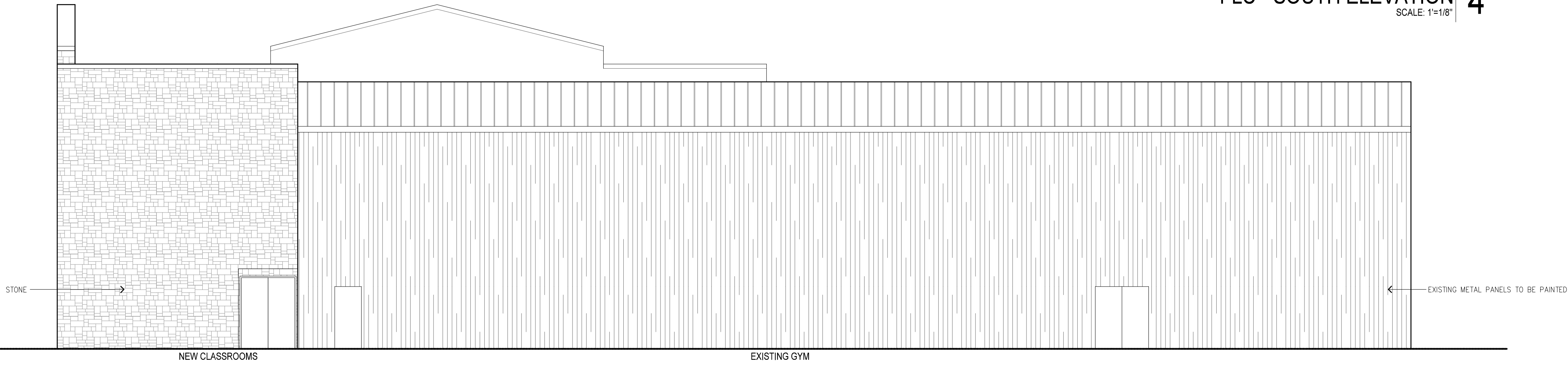
STORAGE BUILDING - SOUTH ELEVATION 2
SCALE: 1"=1/8"



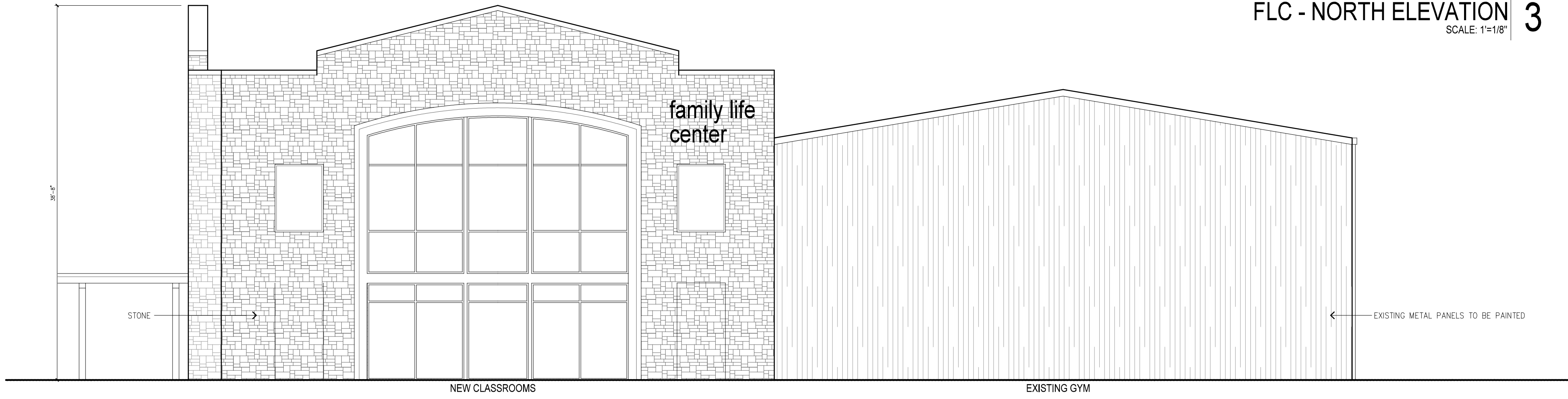
STORAGE BUILDING - WEST ELEVATION 1
SCALE: 1"=1/8"



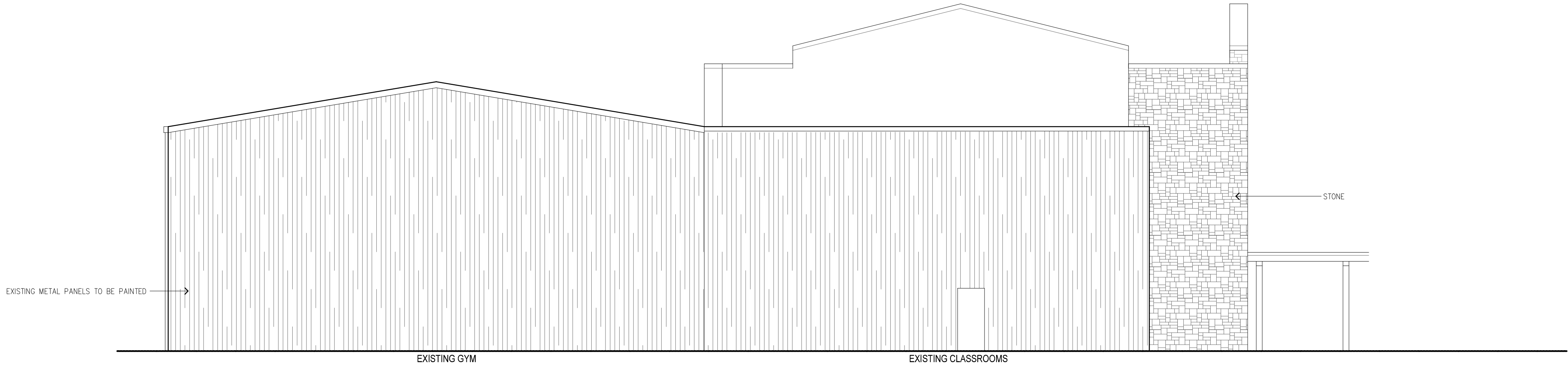
FLC - SOUTH ELEVATION 4
SCALE: 1'=1/8"



FLC - NORTH ELEVATION 3
SCALE: 1'=1/8"



FLC - EAST ELEVATION 2
SCALE: 1'=1/8"



FLC - WEST ELEVATION 1
SCALE: 1'=1/8"

ISSUES	
DATE	DESCRIPTION
1-10-20	SUP SUBMITTAL
3-09-20	CITY REVISION
3-30-20	CITY REVISION

FIRST BAPTIST
CHURCH
FRIENDSWOOD

SHEET TITLE
ELEVATIONS
FLC ADDITION

SHEET NUMBER

SUP 4.14

ZCA PROJECT # 1104901

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: June 1, 2020

Date submitted: 5/5/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-26: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VII" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the seventh set for fiscal year 2019-2020.

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.

Expenditure Required: \$1,112,720

Amount Budgeted: \$30,000

Appropriation Required: \$1,082,720

Source of Funds: General Fund operating budget, assigned and unassigned General Fund balance, HMGP Grant, TWDB FMA Grant, 2021 GO Improvement & Refunding Bonds

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 VII 2019–20.

ATTACHMENTS

1. Ord 2020-26 BA VII 2019-20
2. 2020 BA VII - Exhibit A 06-01-2020
3. FY20 BA VII Exhibit B 06-01-2020

ORDINANCE NO. T2020-26

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2019-38, PASSED AND APPROVED OCTOBER 7, 2019, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2019-2020 BY APPROVING "BUDGET AMENDMENT VII" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2019-2020"; 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. 2019-38, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2019-2020"; 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 2019-2020;

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 2019-2020,” is hereby amended for municipal purposes as shown on “Budget Amendment VII” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2019-2020” attached hereto. Said Budget Amendment VII 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 1st day of June, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2019 – 2020
Budget Amendment VII
June 1, 2020**

1. **FVFD Capital Equipment, \$103,000.** Appropriate funds to purchase fifteen thermal imagers for \$50,000 and to have maintenance performed on the 2000 Ladder Truck for \$53,000. The funding source will be Fire/EMS donation funds.
2. **Appraisal Review Service Contracts, \$14,250.** Appropriate advance funding for contracts for appraisal services with Integra Realty Resources. One contract, not to exceed \$11,250, will be for appraisal services performed on fifteen lots associated with the HMGP Buyout program. A second contract, not to exceed \$3,000, will be to perform appraisals on four properties associated with the TWDB FMA Grant. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the agencies.
3. **Texas Water Development Board Buy-out Program Grant, \$594,039.** Appropriate advance funding to purchase 301 Castlewood through the Texas Water Development Board Buy-out Program grant. The City was awarded a grant through FEMA and Texas Water Development Board in January 2020. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.
4. **Equipment for Engineering Department, \$30,000.** Transfer funds to the Engineering department equipment accounts to purchase a multi-function printer and plotter, Bluebeam Revu software and tablets. Equipment will be used to support the streets improvements capital projects. Funds will be transferred from the asphalt streets operating account to the Engineering equipment accounts.
5. **Library Newspaper Digitization Project, \$13,831.** Appropriate funds to preserve and digitize both local newspapers at the Library. Currently, the Library has digitized the local newspapers into bound books from 1970 to 1997. This project would digitize the remaining and future years. Through the digitization process, the newspapers will become a searchable database that is accessible to the public at the Library. The funding source will be from unassigned general fund balance Library Board Reserves.
6. **Public Safety Building Phase 2 and Fire Station #2 Pre-Construction, \$300,000.** Appropriate funding in advance for engineering and design services related to Public Safety Building Phase 2 and Fire Station #2. The funding source has been identified as unassigned general fund balance and will be reimbursed when Round 2 of the bonds authorized in 2019 are issued.
7. **Friendswood Lake Boulevard, \$36,500.** Appropriate funds services to remove trees and clear brushing from the Friendswood Lakes Boulevard right of way. This work needs take place before the transmission pole can be relocated. The transmission pole is in the middle of the projected path for the expansion of the boulevard. Council approved the relocation

of the pole at the February 3, 2020 Council meeting. The Friendswood Lakes Boulevard project is a joint project with the Galveston County Bond Program. The funding source will be assigned general fund balance.

8. **Flood Stream Gages, \$21,100.** Appropriate funds for the inter-local agreement with Harris County Flood Control District. The City Council meeting agenda for June 1, 2020 will include a recommendation for Council's consideration to approve an inter-local agreement with HCFCD for the installation and maintenance of two flood stream gages. The gages will be located at West Castlewood at Coward's Creek and S. Friendswood Drive at Chigger Creek. The cost for equipment and installation is \$21,100. The funding source will be unassigned general fund balance.

City of Friendswood

June 1, 2020

2019-2020 Budget Amendment VII - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	131-0000-38000		Appropriate funds to purchase fifteen thermal imagers and have maintenance performed on the 2000 Ladder Truck	(103,000)
1	131-2201-422.8800		Appropriate funds to purchase fifteen thermal imagers	50,000
1	131-2202-422.6300		Appropriate funds to have maintenance performed on the 2000 Ladder Truck	53,000
2	001-14018		Due from HMGP Grant funds for appraisal review services on fifteen lots	(11,250)
2	001-10199		Due from HMGP Grant funds for appraisal review services on fifteen lots	11,250
2	120-10199		Due to General Fund from HMGP Grant for appraisal review services on fifteen lots	(11,250)
2	120-26010		Due to General Fund from HMGP Grant for appraisal review services on fifteen lots	11,250
2	001-14018		Due from TWDB FMA Grant funds for appraisal review services on four lots	(3,000)
2	001-10199		Due from TWDB FMA Grant funds for appraisal review services on four lots	3,000
2	121-10199		Due to General Fund from TWDB FMA Grant for purchasing appraisal review services on four lots	(3,000)
2	121-26010		Due to General Fund from TWDB FMA Grant for purchasing appraisal review services on four lots	3,000
3	001-14018		Due from TWDB Grant funds for purchasing 301 Castlewood for the TWDB Buy-out Program Grant	(594,039)
3	001-10199		Due from TWDB Grant funds for purchasing 301 Castlewood for the TWDB Buy-out Program Grant	594,039
3	121-10199		Due to General Fund for purchasing 301 Castlewood for the TWDB Buy-out Program Grant	(594,039)
3	121-26010		Due to General Fund for purchasing 301 Castlewood for the TWDB Buy-out Program Grant	594,039
4	001-7001-431.8512		Transfer funds to Engineering Department to purchase software, tablets, and multi-function printer/plotter	(30,000)
4	001-3770-431.5800		Transfer funds to Engineering Department to purchase software and tablets	11,500
4	001-3770-431.8800		Transfer funds to Engineering Department to purchase a multi-function printer/plotter	18,500
5	001-0000-30500		Appropriate unassigned general fund balance Library Reserve Board funds for digitization project of newspapers	(13,831)
5	001-6310-459.7400		Appropriate unassigned general fund balance Library Reserve Board funds for digitization project of newspapers	13,831
6	001-14018		Due from 2021 G.O. Improvement & Refunding Bonds for PSB Phase 2 and Fire Station #2 engineering and design services	(300,000)
6	001-10199		Due from 2021 G.O. Improvement & Refunding Bonds for PSB Phase 2 and Fire Station #2 engineering and design services	300,000
6	257-10199		Due to General Fund for PSB Phase 2 and Fire Station #2 engineering and design services	(300,000)
6	257-26010		Due to General Fund for PSB Phase 2 and Fire Station #2 engineering and design services	300,000
7	001-0000-30500		Appropriate funds for clearing the ROW at Friendswood Lake Boulevard	(36,500)
7	001-7001-431.8519		Appropriate funds for clearing the ROW at Friendswood Lake Boulevard	36,500
8	001-0000-30500		Appropriate funds for the purchase and installation of two flood control gages including the annual maintenance fee	(21,100)
8	001-3770-431.8800		Appropriate funds for the purchase and installation of two flood control gages	21,100

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: June 1, 2020

Date submitted: 5/14/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving an interlocal agreement between the City of Friendswood and the Friendswood Independent School District for school resource officers and an agreement for school zone coverage

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood and the Friendswood Independent School District (FISD) continue to maintain a strategic partnership providing school resource officers for FISD campuses and officers for traffic control in select school zones. The agreements, as presented, will continue with modifications. In the School Resource Officer Agreement there are some added cost-sharing changes for the upcoming year with FISD paying for the salary and fringe benefits for three SROs and the costs (purchase, maintenance, fuel, insurance) on one police vehicle. Other changes include separate billing for large school events and verbiage changes for required reporting. In the School Zone agreement, the number of officers for school zone coverage was reduced from eight to five.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The agreements, collectively, clarify the duties of on-campus law enforcement and the cost-sharing requirements of the two parties.

RECOMMENDATIONS

Favorable approval of the agreements, authorizing the City Manager to execute the agreements between the City and FISD.

ATTACHMENTS

1. Final - SRO Agreement 2020-2021 SY
2. SRO Agreement 2020-2021 SY Exhibit A
3. School Zone Agreement 2020-2021 SY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FRIENDSWOOD
AND
FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
(SCHOOL RESOURCE OFFICER AGREEMENT)**

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the City of Friendswood, a Texas home-rule municipality (the "City"), and the Friendswood Independent School District, ("FISD"), an independent school district, may jointly exercise the power to provide governmental services for the public health, safety and general welfare; and

WHEREAS, Section 37.081 of the Education Code authorizes the Board of Trustees to establish its jurisdiction as all district properties, all district sponsored activities, on-campus and off-campus, and during all travel to and from district sponsored activities.

WHEREAS, the parties desire to enter into this Interlocal Agreement (this "Agreement"), for the provision of police services by the City in Friendswood High School, Friendswood Junior High School, and other FISD campuses; and

WHEREAS, all obligations of the parties will be funded from their respective current revenues; and

NOW, THEREFORE, this Interlocal Agreement is hereby made and entered into by the City and FISD for the mutual considerations stated herein and shall be effective upon execution by both parties;

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the Friendswood Independent School District ("FISD"), and the City of Friendswood ("City") for the provision of police services by the City.

This agreement will confirm the City and FISD's discussions to jointly continue the School Resource Officer ("SRO") Program in a manner to reflect budget neutrality for the City. SRO guidelines and procedures have been jointly established and are in place. The terms of the agreement between the FISD and the City to conduct the SRO Program are as follows:

1. **DATES OF AGREEMENT.** This agreement will commence on September 1, 2020 and expire on August 31, 2021. This agreement may be extended or canceled by either of the participating agencies giving ninety (90) days written notice to the other participating agency. Should either party fail to appropriate funds necessary to fulfill the terms of this Agreement, it shall give immediate notice to the other party and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

2. **OFFICERS PROVIDED.** The Friendswood Police Department ("Department") will provide four (4) police officers to staff the SRO Program in accordance with the following schedule: The normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Friday. The length and starting time of the day may be altered to meet special needs at the school. Changes in work schedule will be reported to the principal and the Department. This includes absences due to illness, injury, training or vacation. An SRO will report to the Department on days when the students are not in school. Two police officers will be assigned full-time to SRO duties at the Friendswood High School, one police officer will be assigned full-time to SRO duties at the Friendswood Junior High School, and one police officer will be assigned roving duties at all other Fisd campuses, during the days students are scheduled to be at school for the 2020-2021 school year.

3. **COMPENSATION.** Fisd shall pay the City of Friendswood Police Department the actual full cost of providing police services, including all salaries and benefits, including retirement contributions, City's Medicare contributions, and approved overtime for three full-time Friendswood Police Department police officers, and the use of one police vehicle based on a 6-year life cycle, for the term of this Agreement, and will make those payments from current revenues available to Fisd. If Fisd is required to reduce the number of SROs it funds due to reduced budgeted funds, it will notify the City at the time the reduction in funding occurs and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

4. **METHOD OF PAYMENT.** The City shall develop a detailed annual estimate of the actual full cost of rendering the services set forth in this Agreement which is attached hereto as **Exhibit "A"** and incorporated herein for all purposes. Based on this estimate, Fisd shall pay the City in 12 equal monthly payments on the first day of each month of the term of this Agreement, beginning on September 1, 2020 and ending on August 31, 2021. Payment shall be made to the City of Friendswood and sent to the following address: Administrative Services Office, City of Friendswood, 910 S. Friendswood Drive, Friendswood, Texas, 77546-4856, Attention: Finance Division. A copy of the remittance documentation shall be sent to the City's Chief of Police and the City Manager.

Upon completion of the term of this Agreement, the actual full costs (including approved overtime) incurred during the year relating to the services rendered herein shall be calculated and a determination made of the variance between the amount paid during the year by Fisd and the actual full cost incurred and owed by Fisd. Any amount paid during the year by Fisd in excess of those costs actually incurred shall be refunded to Fisd by the City within 30 days of a written request submitted by the Fisd. Any amount owed by the Fisd as a result of such variance shall be remitted to the City within 30 days of a written request submitted by the City. Request for a refund by Fisd or a remittance by the City must be submitted to the other party within 30 days of the conclusion of this Agreement. Should the Agreement be terminated prior to expiration, said credit or debit shall be promptly paid by the responsible party to the other.

The current salary schedule will be at each officer's current salary rate. Each officer will receive merit increases on the anniversary date of hire by the Department. The City will document the Fisd billing to reflect this salary adjustment.

The City of Friendswood will bear the expense of one full-time Friendswood police officer assigned to school security duties, in compliance with previous grant conditions as stipulated by the federal government. The Friendswood Police Department will provide sufficient marked police cars so that each SRO will have transportation. This transportation will allow them to transport prisoners from the schools to the incarceration facilities located in Galveston County. The City will purchase and provide all fuel, maintenance, and insurance

costs for vehicles as well as all other equipment normally provided to marked patrol cars. Fisd will be billed for the use of one vehicle based on a 6-year life cycle. The City and the Department shall remain solely responsible for the officers' use of the police cars and while not in use by the SROs, the police cars may be assigned to other officers for use during non-school hours.

5. **SUBSTITUTE OFFICER.** Friendswood Police Department will provide a replacement or substitute SRO whenever it is anticipated that an officer will be away from normal SRO duties. Fisd agrees to pay the substitute officer's overtime rate.

6. **EQUIPMENT PROVIDED BY FRIENDSWOOD POLICE DEPARTMENT.** The Friendswood Police Department will provide uniforms, including bulletproof vests, for the police officers, provide law books and report forms needed for Friendswood Police Department. Provide 800 MHz radios, patrol cars, training and other miscellaneous police-related equipment and supplies.

7. **EQUIPMENT PROVIDED BY FID.** The Fisd will provide an office for the officers on each campus, office equipment including desks, chairs, phones, copier (or access to), internet access for computer use, file cabinets on each campus, maps and personnel rosters of campuses, school policy manual and school district frequency radios. Fisd will also provide sufficient security containers with key code access for the storage of weapons and other police-related supplies. Offices must be set up so that an officer can conduct an interview in privacy.

8. **INDEPENDENT CONTRACTORS OF FID.** The SROs shall remain employees of the City and the Police Department and shall be at the control and supervision of their police supervisors. The City and the Department shall be solely responsible for the compensation, assignment, training, and supervision of the SROs, and shall ensure that the officers have completed all background checks as required by the Department and Fisd under Texas law. Complaints or problems with SROs shall be directed through their supervisors.

9. **POLICE TRAININGS AND FUNCTIONS.** The police officers shall be scheduled to attend and participate in mandatory training set out by law or policy, and in reasonable training programs that directly impact their ability and skills as SROs. The Friendswood Police Department will strive to assign the SROs to training dates that match those days that school is

out for teacher training. It will not be possible for the SROs training day to match each day as that of the teacher in-service, but every effort possible will be made.

Joint annual training will occur each year either just before or just after the beginning of the school year for officers and District administrative staff for District campuses to ensure that all personnel are familiar with operational protocols, limits of authority and updated case law.

The Friendswood Police Department agrees to compile data and report all Group A and Group B offenses to the FBI using the National Incident Based Reporting System (NIBRS).

The Friendswood Police Department reserves the right to assign SROs to a police function in the event of an emergency or situation that calls for a call up of personnel as directed in the Friendswood Police Department policies and procedures.

10. **OFF-DUTY WORK.** The SROs may work part-time off-duty jobs at school approved functions. Officers shall have the right to refuse to perform any off-duty work. The Fisd shall offer such work only as an independent assignment, separate from the officers' duties as an SRO. Fisd may offer the SROs the right of first refusal for such work. Fisd shall not state or imply that such additional work is not voluntary or that any work condition as an SRO is dependent upon the officer's agreement to perform any off-duty job.

To accommodate the staffing of large events; such as after-hours functions, meetings, and/or sporting events, requiring four or more officers, there will be a separate billing for police department overtime. This will only occur if Fisd expects the police department to provide security at such events. Such events would include the home football games and home stadium band competitions.

11. **LUNCH PERIODS.** The officers will be entitled to a ½-hour paid lunch break. The SRO will be subject to emergency calls during lunch.

12. **OFFICERS' DUTIES.** The SRO's primary responsibility is to enforce the law. This may include responding to calls for assistance, preventative patrol, making arrests and conducting follow-up investigations on campus. The SROs should be contacted for all on-campus responses; however, in the event of an emergency that requires additional officers in the absence of the SRO, the 9-1-1 reporting system should be utilized. SROs should maintain close liaison with campus personnel and be familiar with potential problems. SROs have

discretion in matters relating to offenses at the Class C Misdemeanor level. They may, however, take the school's wishes into consideration, as the officer deems appropriate.

The ultimate goal of the SRO Program is to maintain a peaceful environment that allows the learning process to continue uninterrupted.

The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of school disciplinary policies and codes and the discipline codes of each school.

Officers shall have final authority in all criminal matters that they investigate. As employees of the Friendswood Police Department, officers will strictly adhere to all policies and procedures, as well as, Federal and State law, in all matters pertaining to arrest, search and seizure. Furthermore, officers are subject to limitations of authority as stipulated by Department Policy 2-1.

SROs shall not become involved in administrative (school related) searches and at no time shall SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Nothing in this Agreement shall be construed to prevent an officer from carrying out his/her duty as a law enforcement officer even if doing so conflicts with the terms and conditions of this Agreement. Nothing in this Agreement shall override any policy or procedure of the Friendswood Police Department.

13. **PROGRAM GOALS.** The SRO program goals are based on the following concepts: law enforcement officer, law-related educator and informal mentor and role model.

- a) The SROs are first and most importantly law enforcement officers dedicated to working with school staff to promote and maintain a safe environment in their assigned school where students can learn and teachers can teach.

- b) The SROs are law-related counselors who provide guidance and information on law-related issues to students, faculty and administrators. They are a link to and an advocate for student referral services on and off campus.
- c) The SROs are law-related teachers who provide their school with an additional educational resource by sharing their expertise of Texas State laws and City ordinances in the classroom.
- d) The SROs are a resource for parents. The SROs are encouraged to attend extra-curricular activities sponsored by their respective schools, including but not limited to athletic events, parent meetings, student dances and concerts.
- e) The SROs report serious crime if it occurs on campus. They cooperate with law enforcement officials and facilitate the investigation of crime that may occur involving District students on or off the campus.
- f) The SROs are trained and expected to provide a swift, sure response to on campus incidents, such as the disruptive behavior of trespassers, the possession or use of weapons on campus, damage to or theft of property or a breach of District anti-violence provisions.
- g) Beyond these goals, the SROs are to be an exemplary role model for the students of their school: sending the strong message that violent behavior is not acceptable; providing leadership to help students make good choices; and enriching the partnership of teachers and SROs in support of students.

14. **ASSIGNMENT AS SCHOOL RESOURCE OFFICER.** The Department and Fisd will jointly select the officers for possible SRO assignment. The department will provide the training required for the new SRO; except, Fisd will ensure an assigned SRO is familiarized with Fisd, campus and Education Code provisions affecting his or her assignment. The Department will have the authority to discipline or discharge a SRO. The Department is responsible for annual performance evaluations of each SRO. The school principal may provide input to the process. An SRO must comply with the personnel policies of Fisd, the City, and the mission vision, values and policies of the Department.

15. **EDUCATIONAL RECORDS.** The Department understands that Fisd is required to comply with certain Federal, State and local laws and/or administrative regulations governing the confidentiality of information contained in student educational records. The Department further understands that Fisd follows certain rules, procedures and/or protocols to protect the confidentiality of student educational records. The Department agrees the SROs will abide by Fisd rules, procedures and/or protocols regarding the confidentiality of student educational records. The Department and Fisd agree the SROs are designated as school officials under the Family Educational Rights and Privacy Act ("FERPA"). As such, (1) the services and functions provided by the SROs are services and functions for which Fisd would otherwise use its own employees; (2) the SROs have been determined to meet the criteria set forth in Fisd's annual notification of FERPA rights for being school officials with a legitimate educational interest in such information; (3) the SROs are under Fisd's direct control with respect to its access to, maintenance of, use of, and disclosure of information contained in student educational records; and (4) SROs will use such information only for purposes expressly authorized by Fisd, specifically to promote school safety and the physical security of the students. The SROs may not release such information to other parties, except as required to provide services under this Agreement or otherwise as expressly permitted by FERPA, other applicable laws, and Fisd.

16. **MISCELLANEOUS.** The SRO Program at each campus is designed to be unique, based on the working relationship established between the principal of the school and the assigned SRO. The needs at each campus are different. The principal and the SRO will develop a common vision that enables the tailoring of a program to meet student needs given the range of ages at the junior high and high school. Working as a team, the principal, other key campus staff and the SRO, will make Fisd's ten elements of Character Education a lively, active force in the day-to-day life on each campus.

17. **NOTICES.** All notices, communications, reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for City, to: City of Friendswood, 910 S. Friendswood Drive, Friendswood, Texas, 77546-4856, Attention: City Manager, with a copy to the Chief of Police at Friendswood Police Department, 1600 Whitaker Drive, Friendswood, Texas, 77546, Attention: Chief of Police.

If intended for Fisd, to: Friendswood Independent School District, 402 Laurel Drive, Friendswood, Texas, 77546, Attention: Superintendent of Schools.

18. **VENUE.** The obligations of the parties hereto shall be performed in Galveston County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Galveston County, Texas.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws and courts of the State of Texas.

20. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

21. **ENTIRE AGREEMENT.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous agreements between the parties and relating to matters in this Agreement, and cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

This agreement is authorized by the governing body of each of the parties to the agreement.

To indicate your acceptance of this agreement, please sign, date and return the enclosed copy of this agreement. Once accepted, this agreement will represent the complete agreement between the Fisd and the City Police Department for the SRO Program.

This agreement is entered under authority of and in accord with the provision of Chapter 791, Texas Government Code, V.T.C.A.

Morad Kabiri, City Manager

DATE: _____

Thad Roher, Superintendent of Schools

DATE: _____

Robert B. Wieners, Chief of Police

DATE: _____

Exhibit "A"

	SRO-Whittaker	SRO-Waggoner	SRO-Ives	SRO-Supervisor
Salary/Wages	\$73,816.20	\$79,476.80	\$78,353.60	\$85,404.80
Taxes	\$5,876.44	\$6,364.56	\$6,407.15	\$6,955.75
Benefits	\$32,170.32	\$33,285.77	\$33,356.05	\$34,621.25
Add Pays	\$3,000.00	\$3,720.00	\$5,400.00	\$5,520.00
	\$114,862.96	\$122,847.13	\$123,516.80	\$132,501.80
				City-paid

FISD Est. Cost of 3 **\$361,226.90**

One-Time Expense (6-year life cycle)						Annual on-going expenses					
2020 Ford						Citation	TOTAL				
	Explorer PPV	Upfitting	Radar	WatchGuard	MDT	Writer	Vehicle	Insurance	Maintenance	Gasoline*	
Supervisor	\$ 33,816.00	\$ 16,796.00	\$ 1,200.00	\$ 5,850.00	\$ 4,700.00	\$ 500.00	\$ 62,862.00	\$ 1,006.00	\$ 1,000.00	\$ 10,000.00	
Patrol	\$ 33,816.00	\$ 21,470.00	\$ 1,200.00	\$ 5,850.00	\$ 4,700.00	\$ 500.00	\$ 67,536.00	\$ 1,006.00	\$ 1,000.00	\$ 10,000.00	
Patrol	\$ 33,816.00	\$ 21,470.00	\$ 1,200.00	\$ 5,850.00	\$ 4,700.00	\$ 500.00	\$ 67,536.00	\$ 1,006.00	\$ 1,000.00	\$ 10,000.00	
Patrol	\$ 33,816.00	\$ 21,470.00	\$ 1,200.00	\$ 5,850.00	\$ 4,700.00	\$ 500.00	\$ 67,536.00	\$ 1,006.00	\$ 1,000.00	\$ 10,000.00	
Annual Capital											
	(based on 6-year life cycle)	Annual Ins./Maint./Gas	Total Annual	City Annual							
Supervisor	\$ 10,477.00	\$ 12,006.00		\$ 22,483.00							
Patrol	\$ 11,256.00	\$ 12,006.00		\$ 23,262.00							
Patrol	\$ 11,256.00	\$ 12,006.00		\$ 23,262.00							
Patrol	\$ 11,256.00	\$ 12,006.00	\$ 23,262.00								
			\$ 23,262.00	\$ 69,007.00							
			FISD Est. Cost	City-Paid							

Monthly Salary Est.	\$30,102.24
Monthly Vehicle Est.	\$ 1,938.50
Monthly Total Est.	\$32,040.74
Annual Total Est.	\$384,488.90

SCHOOL ZONE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the Friendswood Independent School District ("FISD"), and the City of Friendswood ("City").

This agreement will confirm the City and FISD's discussions to continue providing school zone coverage by sworn police officers. The terms of the agreement between the FISD and the City to conduct the School Zone program are as follows:

1. **DATES OF AGREEMENT.** This agreement will commence on September 1, 2020 and expire on August 31, 2021. This agreement may be extended, or canceled by either of the participating agencies giving ninety days written notice to the other participating agency.

2. **OFFICERS PROVIDED.** The Friendswood Police Department ("Department") will provide five (5) police officers to staff the school zones during the morning and afternoon school zone times. Officers will be assigned to Windsong Intermediate, Westwood/Bales and Friendswood Junior High School.

3. **COMPENSATION.** FISD shall pay the City for school zone coverage for all student school days for the 2020-2021 school year. Payment shall be made to the City following the end of each semester, and shall be made from current revenues available to FISD. It is the intent of the agreement that money payments be made by the FISD to the City based upon billings for actual number of student days. The City shall submit bills to the FISD by January 30th and June 30th, and payment will be made by February 28th and July 30th. The following formula will be utilized to compute salary expenses:

Five (5) Officers @ \$32.50 per hour * (Two (2) hours plus benefits (TMRS and Social Security)) = Daily Rate per student day per officer.

4. **INDEPENDENT CONTRACTORS OF FISD.** The officers are the employees of the City and the Department, and not employees of FISD. The City and the Department shall be solely responsible for the compensation, assignment, training, and supervision of the officers, who shall

remain in control and supervision of their police supervisors. The City shall ensure that the officers have completed all background checks as required by the Department and Fisd under Texas law.

5. **MISCELLANEOUS.**

a. The Friendswood Police Department will provide marked police cars so that each School Zone Officer will have transportation. The City will provide all fuel, maintenance, and insurance costs for the vehicles as well as all other equipment normally provided to marked patrol cars. The City shall remain solely responsible for the officers' use of the police cars.

b. At mid-year (January), Fisd and City personnel will meet to re-evaluate each school zone to determine the number of officers needed and to determine an adjustment to the hourly rate charged to cover salary growth for the following school year.

c. This agreement is authorized by the governing body of each of the parties to the agreement.

To indicate your acceptance of this agreement, please sign, date and return the enclosed copy of this agreement. Once accepted, this agreement will represent the complete agreement between the Fisd and the City for the School Zone Program.

This agreement is entered under authority of and in accordance with the provision of Chapter 791, Texas Government Code, V.T.C.A.

Morad Kabiri, City Manager

DATE: _____

Thad Roher, Superintendent of Schools

DATE: _____

Robert B. Wieners, Chief of Police

DATE: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 1, 2020

Date submitted: 4/16/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the April 2020 Property Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax April 2020



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



May 12, 2020

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of April, 2020 is true and correct.

Under my hand and seal this 12th day of May, 2020.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

05/04/2020 11:55:05 3457606
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 04/01/2020 THRU 04/30/2020
 JURISDICTION: 0337 FRIENDMD CITY

PAGE: 34
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.432160	159,152.51	.00	9,261.06	.00	168,413.57	5.84	.00	.00	168,419.41
	I & S	.089279	32,879.02	.00	1,913.22	.00	34,792.24	.00	.00	.00	34,792.24
	TOTAL	.521439	192,031.53	.00	11,174.28	.00	203,205.81	5.84	.00	.00	203,211.65
2018	M & O	.437173	4,274.59	.00	873.51	.00	5,148.10	866.56	.00	.00	6,014.66
	I & S	.095318	931.03	.00	190.27	.00	1,121.30	.00	.00	.00	1,121.30
	TOTAL	.532391	5,205.62	.00	1,063.78	.00	6,269.40	866.56	.00	.00	7,135.96
2017	M & O	.432349	2,110.21	.00	506.67	.00	2,616.88	172.83	.00	.00	2,789.71
	I & S	.095000	463.68	.00	111.34	.00	575.02	.00	.00	.00	575.02
	TOTAL	.527349	2,573.89	.00	618.01	.00	3,191.90	172.83	.00	.00	3,364.73
2016	M & O	.462000	.47	.00	.00	.00	.47	.00	.00	.00	.47
	I & S	.084000	.08	.00	.00	.00	.08	.00	.00	.00	.08
	TOTAL	.546000	.55	.00	.00	.00	.55	.00	.00	.00	.55
2015	M & O	.497200	75.74	.00	21.08	.00	96.82	5.13	.00	.00	101.95
	I & S	.071500	10.90	.00	3.02	.00	13.92	.00	.00	.00	13.92
	TOTAL	.568700	86.64	.00	24.10	.00	110.74	5.13	.00	.00	115.87
ALL	M & O		165,613.52	.00	10,662.32	.00	176,275.84	1,050.36	.00	.00	177,326.20
ALL	I & S		34,284.71	.00	2,217.85	.00	36,502.56	.00	.00	.00	36,502.56
ALL	TOTAL		199,898.23	.00	12,880.17	.00	212,778.40	1,050.36	.00	.00	213,828.76
DIQ	M & O		6,461.01	.00	1,401.26	.00	7,862.27	1,044.52	.00	.00	8,906.79
DIQ	I & S		1,405.69	.00	304.63	.00	1,710.32	.00	.00	.00	1,710.32
DIQ	TOTAL		7,866.70	.00	1,705.89	.00	9,572.59	1,044.52	.00	.00	10,617.11
CURR	M & O		159,152.51	.00	9,261.06	.00	168,413.57	5.84	.00	.00	168,419.41
CURR	I & S		32,879.02	.00	1,913.22	.00	34,792.24	.00	.00	.00	34,792.24
CURR	TOTAL		192,031.53	.00	11,174.28	.00	203,205.81	5.84	.00	.00	203,211.65

05/04/2020 11:54:10
TC298-M SELECTION: DEPOSIT

3457606

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 04/01/2020 THRU 04/30/2020
JURISDICTION: 337 FRIENDMD CITY

PAGE: 20
INCLUDES AG ROLLBACK

YEAR DEPOSIT ACCOUNT NUMBER

EFF
YR/MO

LEVY
PAID

DISCOUNT
GIVEN

PENALTY
INTEREST

ATTORNEY CAUSE /REV

REFUND
AMOUNT

PAYMENT
AMOUNT CAT

2016 864042120CHC 368783

202004

66.17-

0.00

33.75-

19.98-CERT

0.00

119.90-TR

2016 TOTAL

66.17-

0.00

33.75-

19.98-

0.00

119.90-

2017 RF200406 1050150000010
2017 RF200406 1050150000010
2017 864042120CHC 368783

201712
201712
202004

150.03-
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176.39-

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68.79-

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49.04-TEST

150.03
150.03-
0.00

0.00 RF
150.03-RF
294.22-TR

2017 TOTAL

326.42-

0.00

68.79-

49.04-

0.00

444.25-

2018 RF200406 1050150000010
2018 RF200406 1050150000010
2018 RF200406 1063190000025
2018 RF200406 1063190000025
2018 RF200406 1063240000014
2018 RF200406 1063240000014
2018 RF200406 1098310000001
2018 RF200406 1098310000001
2018 864042120CHC 368783

201812
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202004

151.47-
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277.72-
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2018 TOTAL

852.94-

0.00

52.89-

49.76-

0.00

955.59-

2019 RF200420 1012770000031
2019 RF200420 1012770000031
2019 RF200420 1034980000015
2019 RF200420 1034980000015
2019 RF200420 1050070000027
2019 RF200420 1050070000027
2019 RF200420 1050150000010
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2019 RF200420 1063190000025
2019 RF200420 1063190000025
2019 RF200420 1098310000001
2019 RF200420 1098310000001
2019 RF200420 1098320000007
2019 RF200420 1098320000007
2019 RF200420 1198830010005
2019 RF200422 1198830010005
2019 RF200422 1198830020002
2019 RF200422 1198830020002
2019 902042320T 168033
2019 762041420TR 168772

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116.19-
97.51-
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661.13-
899.00-

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4,692.95-
82.45-
82.45-
0.00
661.13-
899.00-TR

0.00 RF
794.89-RF
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149.53-RF
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159.52-RF
262.52-RF
0.00 RF
116.19-RF
0.00 RF
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97.51-RF
4,692.95-RF
4,692.95-RF
82.45-RF
82.45-RF
661.13-TR
699.00-TR

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TC298-M SELECTION: DEPOSIT

3457606

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 04/01/2020 THRU 04/30/2020
JURISDICTION: 337 FRIENDMD CITY

PAGE: 21
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019 902042420T	201164	201912	1,721.83-	0.00	0.00	0.00 CERT	0.00	1,721.83-TR
2019 902042320T	201668	201912	809.35-	0.00	0.00	0.00 CERT	0.00	809.35-TR
2019 902042720T	231918	201912	935.85-	0.00	0.00	0.00 1950	0.00	935.85-TR
2019 844922040920	293558	202003	106.07-	0.00	0.00	0.00 1950	0.00	106.07-TR
2019 844922040920	293558	202003	68.22-	0.00	0.00	0.00 1950	0.00	68.22-TR
2019 762041420TR	361970	201911	1,212.63-	0.00	0.00	0.00 CERT	0.00	1,212.63-TR
2019 864042120CHC	368783	202804	211.04-	0.00	23.21-	0.00 CERT	0.00	234.25-TR
2019 86404220PHC	399844	202003	260.59-	0.00	0.00	0.00 CERT	0.00	260.59-RI
2019 TOTAL			13,371.62-	0.00	23.21-	0.00	0.00	13,394.83-
TOTAL REVERSALS			14,617.15-	0.00	178.64-	118.78-	0.00	14,914.57-

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TC298-N SELECTION: DEPOSIT

3457606

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION

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INCLUDES AG ROLLBACK

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 04/01/2020 THRU 04/30/2020
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2015 TOTAL			86.64	0.00	24.10	5.13	0.00	115.87
2016 TOTAL			66.72	0.00	33.75	19.98	0.00	120.45
2017 TOTAL			2,900.31	0.00	686.80	221.87	0.00	3,808.98
2018 TOTAL			6,058.56	0.00	1,116.67	916.32	0.00	8,091.55
2019 TOTAL			205,403.15	0.00	11,197.49	5.84	0.00	216,606.48
TOTAL PAYMENTS			214,515.38	0.00	13,058.81	1,169.14	0.00	228,743.33
2016 TOTAL			66.17-	0.00	33.75-	19.98-	0.00	119.90-
2017 TOTAL			326.42-	0.00	68.79-	49.04-	0.00	444.25-
2018 TOTAL			852.94-	0.00	52.89-	49.76-	0.00	955.59-
2019 TOTAL			13,371.62-	0.00	23.21-	0.00	0.00	13,394.83-
TOTAL REVERSALS			14,617.15-	0.00	178.64-	118.78-	0.00	14,914.57-
TOTAL FOR UNIT			199,898.23	0.00	12,880.17	1,050.36	0.00	213,828.76

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TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 04/30/2020

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INCLUDES AG ROLLBACK

FISCAL START: 08/01/2019 END: 07/31/2020 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,494,315.010	182,457,021	3,676,772,031	00.521439	18,724,073.86	15,745

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	17,783,517.63	940,556.23	940,556.23	17,996,325.90	17,996,325.90	727,747.96	96.11	0.00
2018	207,273.10	25,484.07-	25,484.07-	113,096.17	113,096.17	68,692.86	62.21	0.00
2017	45,549.62	4,248.49-	4,248.49-	17,491.58	17,491.58	23,809.55	42.35	0.00
2016	24,040.73	211.93-	211.93-	5,555.74	5,555.74	18,273.06	23.32	0.00
2015	18,497.82	381.51-	381.51-	3,540.56	3,540.56	14,575.75	19.54	0.00
2014	18,649.85	132.42-	132.42-	3,629.85	3,629.85	14,887.58	19.60	0.00
2013	13,872.95	0.00	0.00	2,634.24	2,634.24	11,238.71	18.99	0.00
2012	12,039.45	0.00	0.00	1,057.49	1,057.49	10,981.96	8.78	0.00
2011	11,426.47	0.00	0.00	1,151.32	1,151.32	10,275.15	10.08	0.00
2010	10,591.35	0.00	0.00	1,085.67	1,085.67	9,505.68	10.25	0.00
2009	12,161.61	0.00	0.00	979.14	979.14	11,182.47	8.05	0.00
2008	6,351.51	0.00	0.00	505.61	505.61	5,845.90	7.96	0.00
2007	2,435.78	0.00	0.00	374.57	374.57	2,061.21	15.38	0.00
2006	2,787.78	0.00	0.00	0.00	0.00	2,787.78	0.00	0.00
2005	1,428.40	0.00	0.00	0.00	0.00	1,428.40	0.00	0.00
2004	650.49	0.00	0.00	0.00	0.00	650.49	0.00	0.00
2003	647.12	0.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	0.00	0.00	0.00	0.00	924.85	0.00	0.00
2001	941.66	0.00	0.00	0.00	0.00	941.66	0.00	0.00
2000	996.69	0.00	0.00	0.00	0.00	996.69	0.00	0.00
1999	481.49	0.00	0.00	0.00	0.00	481.49	0.00	0.00
1998	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
****	18,175,266.35	910,097.81	910,097.81	18,147,427.84	18,147,427.84	937,936.32		0.00

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2020
LAND VALUE	4,537,437.822	3,891,505.950	52,995.635	37,209-	52,958.426	3,944,464.376
AG EXCLUSION	24,683,691	24,683,691	944,958	0	944,958	25,628,649
IMPROVEMENTS	645,931,872	645,931,872	177,006,462	1,334,960-	175,671,502	821,603,374
APPRAISED VALUE	4,537,437.822	4,537,437.822	230,002,097	1,372,169-	228,629,928	4,766,067,750
EXEMPTIONS	1,018,439,121	1,018,439,121	37,570,989	7,656,960	46,172,907	1,064,612,028
TAXABLE VALUE	3,494,315,010	3,494,315,010	191,486,150	9,029,129-	182,457,021	3,676,772,031
LEVY	17,783,517.63	17,783,517.63	1,255,855.72	315,299.49-	940,556.23	18,724,073.86
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	479	64	66	10,066
OVER 65	2,975	2,975	129	44	46	3,021
DISABLED	181	181	5	7	7	188
VETERAN	205	205	12	3	3	208
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2020
LAND VALUE	4,207,374,518	3,589,474,109	0	616,407-	616,407-	3,588,857,702
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	18,460	2,169,027-	2,150,567-	615,749,842
APPRAISED VALUE	4,207,374,518	4,207,374,518	18,460	2,785,434-	2,766,974-	4,204,607,544
EXEMPTIONS	891,117,422	891,117,422	0	2,537,954	2,537,954	893,655,376
TAXABLE VALUE	3,292,414,186	3,292,414,186	18,460	5,323,388-	5,304,928-	3,287,109,258
LEVY	207,273.10	207,273.10	98.28	25,582.35-	25,484.07-	181,789.03
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	29	29	10,030
OVER 65	2,897	2,897	0	14	14	2,911
DISABLED	0	0	0	5	5	5
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2020
LAND VALUE	4,271,816.787	3,655,904.976	0	0	0	3,655,904.976
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	622,454	43,070-	579,384	616,491,195
APPRAISED VALUE	4,271,816.787	4,271,816.787	622,454	43,070-	579,384	4,272,396,171
EXEMPTIONS	988,826,434	988,826,434	603,304	779,315	1,382,619	990,209,053
TAXABLE VALUE	3,264,000,598	3,264,000,598	19,150	822,385-	803,235-	3,263,197,363
LEVY	45,549.62	45,549.62	100.99	4,349.48-	4,248.49-	41,301.13
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	14	14	10,019
OVER 65	2,854	2,854	0	1	1	2,855
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	1	1	208
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2020
LAND VALUE	3,999,127,118	3,429,239,107	0	0	0	3,429,239,107
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	32,540-	32,540-	569,855,471
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	32,540-	32,540-	3,999,094,578
EXEMPTIONS	968,850,710	968,850,710	0	5,143	5,143	968,855,853
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	37,683-	37,683-	3,016,802,512
LEVY	24,040.73	24,040.73	.00	211.93-	211.93-	23,828.80
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	1	1	243
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2020
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	0	23,010-	23,010-	499,189,848
APPRAISED VALUE	3,624,772,568	3,624,772,568	0	23,010-	23,010-	3,624,749,558
EXEMPTIONS	906,250,004	906,250,004	0	44,075	44,075	906,294,079
TAXABLE VALUE	2,700,525,060	2,700,525,060	0	67,085-	67,085-	2,700,457,975
LEVY	18,497.82	18,497.82	.00	381.51-	381.51-	18,116.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						

EXEMPTION COUNTS:

HOMESTEADS	9,425	9,425	0	1	1	9,426
OVER 65	2,517	2,517	0	0	0	2,517
DISABLED	170	170	0	0	0	170
VETERAN	231	231	0	1	1	232
TOTAL EXEMPT	632	632	0	0	0	632

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2020
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	0	0	0	458,693,442
APPRAISED VALUE	3,220,611,338	3,220,611,338	0	0	0	3,220,611,338
EXEMPTIONS	739,118,459	739,118,459	0	22,392	22,392	739,140,851
TAXABLE VALUE	2,458,836,116	2,458,836,116	0	22,392	22,392	2,458,813,724
LEVY	18,649.85	18,649.85	.00	132.42	132.42	18,517.43
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEAD	9,648	9,648	0	1	1	9,649
OVER 65	2,524	2,524	0	0	0	2,524
DISABLED	176	176	0	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

Summary of Jurisdiction Remittances Processed

Report run on: May 7, 2020 4:14 PM

For Remitted Deposit Dates 04/01/2020 thru 04/30/2020 as of 05/07/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 56987	Print Date:04/16/2020						
	Current	7,906.67	1,633.42	0.00	0.00	0.00	9,540.09
	Delq	(278.90)	(60.98)	0.00	0.00	0.00	(339.88)
Last Deposit Date	04/06/2020	\$7,627.77	\$1,572.44	\$0.00	\$0.00	\$0.00	\$9,200.21
ACH 57029	Print Date:04/16/2020						
	Current	19,522.88	4,033.17	0.00	0.00	0.00	23,556.05
	Delq	688.08	150.07	0.00	0.00	0.00	838.15
Last Deposit Date	04/07/2020	\$20,210.96	\$4,183.24	\$0.00	\$0.00	\$0.00	\$24,394.20
ACH 57074	Print Date:04/20/2020						
	Current	9,897.18	2,044.63	0.00	0.00	0.00	11,941.81
	Delq	0.58	0.13	0.00	0.00	0.00	0.71
Last Deposit Date	04/08/2020	\$9,897.76	\$2,044.76	\$0.00	\$0.00	\$0.00	\$11,942.52
ACH 57115	Print Date:04/20/2020						
	Current	55,698.72	11,506.74	0.00	0.00	0.00	67,205.46
	Delq	544.47	113.09	0.00	0.00	0.00	657.56
Last Deposit Date	04/09/2020	\$56,243.19	\$11,619.83	\$0.00	\$0.00	\$0.00	\$67,863.02
ACH 57158	Print Date:04/20/2020						
	Current	32,191.63	6,650.40	0.00	0.00	0.00	38,842.03
	Delq	0.25	0.03	0.00	0.00	0.00	0.28
Last Deposit Date	04/13/2020	\$32,191.88	\$6,650.43	\$0.00	\$0.00	\$0.00	\$38,842.31
ACH 57201	Print Date:04/21/2020						
	Current	8,822.82	1,822.68	0.00	0.00	0.00	10,645.50
	Delq	310.09	67.56	0.00	0.00	0.00	377.65
Last Deposit Date	04/14/2020	\$9,132.91	\$1,890.24	\$0.00	\$0.00	\$0.00	\$11,023.15
ACH 57237	Print Date:04/21/2020						
	Current	6,174.94	1,275.70	0.00	0.00	0.00	7,450.64
	Delq	4,672.65	1,021.14	0.00	0.00	0.00	5,693.79
Last Deposit Date	04/15/2020	\$10,847.59	\$2,296.84	\$0.00	\$0.00	\$0.00	\$13,144.43
ACH 57275	Print Date:04/22/2020						
	Current	1,763.80	364.37	0.00	0.00	0.00	2,128.17
	Delq	489.85	104.03	0.00	0.00	0.00	593.88
Last Deposit Date	04/16/2020	\$2,253.65	\$468.40	\$0.00	\$0.00	\$0.00	\$2,722.05
ACH 57307	Print Date:04/22/2020						
	Current	75.26	15.55	0.00	0.00	0.00	90.81
	Delq	33.31	7.25	0.00	0.00	0.00	40.56
Last Deposit Date	04/20/2020	\$108.57	\$22.80	\$0.00	\$0.00	\$0.00	\$131.37
ACH 57344	Print Date:04/22/2020						
	Current	5,068.96	1,047.20	0.00	0.00	0.00	6,116.16
	Delq	(489.85)	(104.03)	0.00	0.00	0.00	(593.88)
Last Deposit Date	04/21/2020	\$4,579.11	\$943.17	\$0.00	\$0.00	\$0.00	\$5,522.28
ACH 57417	Print Date:04/24/2020						
	Current	8,079.18	1,669.06	0.00	0.00	0.00	9,748.24
	Delq	900.07	196.04	0.00	0.00	0.00	1,096.11
Last Deposit Date	04/23/2020	\$8,979.25	\$1,865.10	\$0.00	\$0.00	\$0.00	\$10,844.35

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: May 7, 2020 4:14 PM

For Remitted Deposit Dates 04/01/2020 thru 04/30/2020 as of 05/07/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 57452	Print Date:04/28/2020						
	Current	687.73	142.07	0.00	0.00	0.00	829.80
	Delq	650.58	141.70	0.00	0.00	0.00	792.28
Last Deposit Date	04/24/2020	\$1,338.31	\$283.77	\$0.00	\$0.00	\$0.00	\$1,622.08
ACH 57487	Print Date:04/28/2020						
	Current	3,583.82	740.36	0.00	0.00	0.00	4,324.18
Last Deposit Date	04/27/2020	\$3,583.82	\$740.36	\$0.00	\$0.00	\$0.00	\$4,324.18
ACH 57520	Print Date:04/29/2020						
	Current	1,220.49	252.13	0.00	0.00	0.00	1,472.62
Last Deposit Date	04/28/2020	\$1,220.49	\$252.13	\$0.00	\$0.00	\$0.00	\$1,472.62
ACH 57552	Print Date:04/30/2020						
	Current	4,638.65	958.28	0.00	0.00	0.00	5,596.93
	Delq	24.77	5.40	0.00	0.00	0.00	30.17
Last Deposit Date	04/29/2020	\$4,663.42	\$963.68	\$0.00	\$0.00	\$0.00	\$5,627.10
ACH 57585	Print Date:05/04/2020						
	Current	3,080.84	636.48	0.00	0.00	0.00	3,717.32
	Delq	316.32	68.89	0.00	0.00	0.00	385.21
Last Deposit Date	04/30/2020	\$3,397.16	\$705.37	\$0.00	\$0.00	\$0.00	\$4,102.53
Total:		\$176,275.84	\$36,502.56	\$0.00	\$0.00	\$0.00	\$212,778.40

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: June 1, 2020

Date submitted: 5/5/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the May 4, 2020, Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of May 04, 2020, 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

The City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

1. 05-04-20 Minutes

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
MAY 4, 2020

6:30 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, MAY 4, 2020, AT 06:30 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 SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER TRISH HANKS
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation

The invocation was given by Councilmember Brent Erenwert.

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)

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

4. Communications from the Public

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. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City

Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Brady Mora, Friendswood resident, addressed Council and stated he is before Council to discuss oak trees in the downtown area; a tree ordinance is needed, are a treasure worth saving, supports new development but draws the line at removing trees.

David Allen, Friendswood resident, addressed Council and stated he placed copies of a handout entitled #Plandemic for Council on the back desk and stated Dr. Anthony Fauci has been head of the Allergy and Infectious Diseases branch of the National Institute of Health since 1984, currently Dr. Fauci is advising President Trump on the coronavirus, gave a brief history on the virus in Wuhan China and possible treatments. Mr. Allen further discussed his concern for 5G cellular service, between 30 and 300 gigahertz, billions of cycles a second, antennas up and down streets on light poles, deleterious to our health, is a weapons system, and the City of Friendswood should outlaw.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11E, Ordinance No. T2020-24.

5. WORK SESSION

A. Capital Improvement Projects Update

Mayor Foreman opened the discussion regarding Capital Improvement Projects. Director of Engineering/City Engineer Jildardo Arias presented a PowerPoint presentation regarding progress made on Capital Improvement Projects since February 2020. He reported on the 2018-2019 street maintenance program, 2019-2020 street maintenance program, Blackhawk Boulevard Phase II, Friendswood Lakes Boulevard, Lift Station No. 23, new infrastructure projects, current Harris County projects, and current Texas Department of Transportation (TxDOT) projects.

6. Public Hearing

To receive comments from the public, both oral and written, regarding:

- A. Zone classification change request to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way (request in process); and to allow a Specific Use Permit (SUP) for NAICS Use No. 8131 Religious Organizations as an overlay on the following properties: 111 East Heritage Drive – 2.983 acres, Lot 1, Block 1 Final Plat of First Baptist Church of Friendswood, City of Friendswood, Galveston County, Texas; 209 South Friendswood Drive – 1.0528 acres being a portion of Lot 2, Block 2 of the Friendswood Subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, situated in the Sarah McKissick League, Abstract Number 151, City of Friendswood, Galveston County, Texas; 201 East Heritage Drive – .4223 acres of land being all of that certain called Lot 1 of Harper Subdivision, an unrecorded subdivision the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; 204 and 206 East Heritage Drive – .8151 acres of land, being all of that certain called .8151 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037162, City of Friendswood, Galveston County, Texas; 208 East Heritage Drive – .8913 acres of land being all of that certain called .9117 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037164, City of Friendswood, Galveston

County, Texas; Right-of-Way – .1738 acres out of Lot 1, Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37, also known as an unrecorded portion of East Heritage Drive, City of Friendswood, Galveston County, Texas (pending request to vacate); and to replace the Specific Use Permit on the property located at 202 East Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center.

Mayor Foreman called a Public Hearing to order to receive comments from the public both oral and written, regarding a zone classification change request to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way (request in process); and to allow a Specific Use Permit (SUP) for NAICS Use No. 8131 Religious Organizations as an overlay on the following properties: 111 East Heritage Drive – 2.983 acres, Lot 1, Block 1 Final Plat of First Baptist Church of Friendswood, City of Friendswood, Galveston County, Texas; 209 South Friendswood Drive – 1.0528 acres being a portion of Lot 2, Block 2 of the Friendswood Subdivision recorded in Plat Record 7, Map No. 20 of the Galveston County Map Records, situated in the Sarah McKissick League, Abstract Number 151, City of Friendswood, Galveston County, Texas; 201 East Heritage Drive – .4223 acres of land being all of that certain called Lot 1 of Harper Subdivision, an unrecorded subdivision the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; 204 and 206 East Heritage Drive – .8151 acres of land, being all of that certain called .8151 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037162, City of Friendswood, Galveston County, Texas; 208 East Heritage Drive – .8913 acres of land being all of that certain called .9117 acre tract of land, conveyed by deed recorded under Galveston County Clerk's File No. 2007037164, City of Friendswood, Galveston County, Texas; Right-of-Way – .1738 acres out of Lot 1, Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37, also known as an unrecorded portion of East Heritage Drive, City of Friendswood, Galveston County, Texas (pending request to vacate); and to replace the Specific Use Permit on the property located at 202 East Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center.

Community Development Director/City Planner Aubrey Harbin stated the request is for the First Baptist Church of Friendswood campus, have acquired additional pieces of property, currently has a variety of underlying zoning districts, all allow the religious organization use with a Specific Use Permit overlay, and would allow the church to expand and build on their long-term master plan for their campus. The Planning and Zoning Commission's (P&Z) recommendation was 4-2 in favor of the request with conditions to include maximum height of 70 foot to all structures as specified by Downtown District zoning regulations, and the alternate landscape plan calculations as approved and presented in the landscape plan.

Councilmember Scott asked if the height restrictions for the Downtown District were previously based on the ability of fire trucks to extinguish fires.

City Manager Morad Kabiri answered yes, but in 2008 or 2009 the height requirement was changed to 70 feet initially to encourage mixed-use development in the Downtown District.

Ms. Harbin expanded on the Planning & Zoning Commission's (P&Z) recommendation and stated P&Z has allowed from time to time other structures to go beyond the height limits when there were technical requirements necessitating additional height. The primary rationale for adhering to the Downtown District maximum requirement for this request was that there was not technical

reasoning requiring an exemption, and a strong concern for setting a precedent for future structures in the Downtown District.

Mayor Foreman asked if anyone would like to speak in favor of the request.

Stephanie Cobb, representative from Ziegler Cooper Architects, speaking on behalf of First Baptist Church of Friendswood, is assisting the church through the Specific Use Permit process and improvements to their campus, is a long-range plan, trying to renovate a lot of exterior finishes to unify the campus, six phase plan over 20 years, phase one only includes the parking area to help support phase two which is a new Welcome Center, knew of the 70 foot restriction, thought there would be an exception for the belfry tower, is an unoccupied tower, showed pictures of the rendering model of the tower, and showed rendering of improvements that will be made to the King's Kids building.

Omar Peck, Friendswood resident, stated pictures speak for themselves, is an attractive façade, will improve the looks of FM 518, will encourage people to come, have worked hard on the plan and spent many months on the design, looked at benefits to the City of Friendswood, have a large congregation, plan to grow God's kingdom on earth and heaven, precedence has been set with other buildings, and asks Council to strongly consider approving the Specific Use Permit with the tower at 90 feet including the cross.

Phil Ratisseau, Friendswood resident, stated he supports the request but one contingent he has is not to set a precedent to take money off the tax rolls and give it to somebody for \$0.

David Lorenz, Pastor at First Baptist Church Friendswood, stated the church has paid taxes for the last two years for the Kings Kids property, was recently removed from tax rolls, pays taxes on Dunn Brothers Coffee, contributes the best they can to give ongoing support of the community, suggested a new ordinance instead of haggling over a couple of feet and making exception after exception, tower will not be obtrusive or overpowering, encourages Council to approve the request, and create a new ordinance for consistency.

Mayor Foreman stated he loves having the Baptist Church in the community, brings a lot to the community.

David Allen, Friendswood resident, stated he was an election judge in 2008 at the First Baptist Church location, people were always friendly, fun events to bring children to, has a nice facility, and a worthy place.

Connie Ratisseau, Friendswood resident, stated Texas is known for beautiful towns and churches, City of Friendswood is built on faith, family and education, and why not let the tower be raised that high to be seen.

Mayor Foreman asked if anyone would like to speak in opposition of the request. No one spoke.

Hearing no further comments from the public, Mayor Foreman closed this portion of the Public Hearing.

7. Communications from the Public

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. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Phil Ratisseau, Friendswood resident, addressed Council and stated he hopes Council remembers to use the data provided to guide decisions to keep water out of the maximum number of homes with upcoming drainage bond projects.

David Allen, Friendswood resident, addressed Council and stated there is a diamond grid where he works, honeycomb shape made of recycled plastic, lay it on the ground to give oxygen to roots, changing soil level is what kills trees, could save money and trees, and product is from an Australian company with a factory in the United States.

8. City Manager's Report

A. Hurricane Harvey Update

City Manager Morad Kabiri reported that Staff continues to close on thirteen properties remaining in the Hazard Mitigation Grant program. Staff will present a proposal for demolition services associated with the buyouts at the June Council meeting. Staff recently received word that Federal Emergency Management Agency (FEMA) has obligated funding for the Texas Water Development Board Flood Mitigation Assistance grant project to acquire four Severe Repetitive Loss Properties along Clear Creek and Cowards Creek. One of the four properties in the program has been closed on, negotiations are reaching a conclusion on another, and one property has been disqualified based on repairs made. Conditional approvals have been granted from the Community Development Block Grant – Disaster Recovery Program for both the Blackhawk Facility and the Forest Bend flood mitigation project. Staff is working toward the procurement of professional services of architectural, engineering, and environmental activities associated with these projects once Harris County Commissioners Court authorizes the city to proceed. The city's application through the Texas General Land Office on property acquisition/critical infrastructure has been approved and moved to the contracting phase of the program. The projects include two acquisition projects (Frenchman's Creek and Deepwood) and infrastructure projects (Deepwood flood control and utility line burial underneath Clear Creek). United States Congressmen Pete Olson and Randy Weber have been contacted to enlist help with FEMA on all projects and initiatives. Some progress has been made but with the rise of COVID-19, Staff anticipates delays in finalizing these efforts. The city did receive notice of additional funds being obligated to cover up to 75% of the local share requirements for the original 90/10 reimbursements.

B. Coronavirus Disease 2019 (COVID-19) Update

The City Manager reported that the City of Friendswood has fared fairly well throughout the Coronavirus but there is still a long way ahead. The City of Friendswood currently has roughly 21 active cases, Harris County data is not updated routinely as far as recovery numbers. Councilmember Rockey has been providing some graphs from the data points on his social media account. Galveston County itself is doing fairly well, originally was projected that the number of

cases would increase dramatically as testing improved, more per capita have been tested than anywhere else has, and an opposite trend is being seen.

Councilmember Rockey explained the Galveston County Testing and Percentage Testing Positive chart shown. Starting about three weeks ago, Galveston County picked up the pace on testing, over 5% of the county has now been tested, a lot of data to look at, should give credit to the county and those in leadership positions in the county, have some advantages in Galveston County, University of Texas Medical Branch has assisted on a lot of testing, there is a level four infectious disease facility in Galveston County, can receive a test for free without symptoms, and forget the politics but we must give credit to the county commissioners and health department.

The City Manager continued the report stating two more testing facilities would be opening this week, closest one to the City of Friendswood will be in League City at Creekside Intermediate School, and insurance is required. The city is still operating in a modified services model, a number of facilities are currently closed to the public, 99.99% of services are available by phone or over the internet, disinfecting efforts have been ramped up throughout City Hall and other public facilities, and some telecommuting options have been enacted. Externally, Staff is still engaging people but making sure it is done with precaution. The animal control facility has opened back up to the public this week with some protocols in place for the safety of Staff and the public. Information continues to be pushed on social media and other avenues. The Mayor's economic recovery team has met a number of times virtually and they are continually monitoring federal programs as well as state and local programs. Concerts in the Park events have been canceled and Staff is currently evaluating Memorial Day event and Summer Day Camp programs. The Fourth of July celebration will not be canceled, do not know exactly what it will look like but there will be a celebration of some sort.

9. Communications from Committees and Special Reports

A. Annual report from the 4th of July Steering Committee

Fourth of July Steering Committee Vice Chair Barbara Blanchard was not in attendance to present the committee's annual report. City Manager Morad Kabiri stated the report is in Council's agenda backup material and the committee is working on alternatives right now.

10. Resolution

Consideration and possible action regarding the following:

A. Resolution No. R2020-13: A resolution of the City of Friendswood, Texas, finding that Texas-New Mexico Power company's application for a distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

****Councilmember Scott moved to approve Resolution No. R2020-13 – A resolution of the City of Friendswood, Texas, finding that Texas-New Mexico Power company's application for a distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as**

required by law; requiring notice of this resolution to the company and legal counsel.
The motion was seconded and approved unanimously.

11. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2020-13: Second and Final reading of an ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.

****Councilmember Griffon moved to approve the Second and Final reading of Ordinance No. 2020-13 – An ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.**

The motion was seconded and approved unanimously.

B. Ordinance No. T2020-19: Second and Final reading of an ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as East Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.

****Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2020-19 – An ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as East Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.**

The motion was seconded and approved 6-1 with Councilmember Rockey opposed.

C. Ordinance No. T2020-22: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

****Councilmember Griffon moved to approve the First and Final reading of Ordinance No. 2020-22 – An ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.**

The motion was seconded and approved unanimously.

D. Ordinance No. T2020-23: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, amending the calling for the holding of a Special Election to be held on July 14, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject.

****Councilmember Hanks moved to approve the First and Final reading of Ordinance No. 2020-23 –** An ordinance of the City Council of the City of Friendswood, Texas, amending the calling for the holding of a Special Election to be held on July 14, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject.

The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11F, Ordinance No. T2020-25.

E. Ordinance No. T2020-24: First and Final reading of an ordinance authorizing the issuance and sale of City of Friendswood, Texas, General Obligation Permanent Improvement and Refunding Bonds, Series 2020; levying an annual Ad Valorem tax for the payment of said bonds; approving an official statement; calling certain outstanding obligations for redemption prior to maturity; approving engagement of bond counsel; and enacting other provisions relating to the subject.

****Councilmember Scott moved to approve the First and Final reading of Ordinance No. 2020-24 –** An ordinance authorizing the issuance and sale of City of Friendswood, Texas, General Obligation Permanent Improvement and Refunding Bonds, Series 2020; levying an annual Ad Valorem tax for the payment of said bonds; approving an official statement; calling certain outstanding obligations for redemption prior to maturity; approving engagement of bond counsel; and enacting other provisions relating to the subject.

The motion was seconded and approved unanimously.

John Robuck with BOK Financial Securities, Inc., the city's financial advisor, presented a schedule of events presentation that outlines the General Obligation Improvement and Refunding Bonds Series 2020, approximately \$10,465,000. He gave an overview of the current bond market – Bond Buyer Index, market is volatile, gone to 2.56%, was 31 basis points off all time low. Discussed final sources and uses of funds, bond to be refunded, debt service and savings (refunding portion), debt service requirement (new money portion), and the schedule of events with a closing date of June 4, 2020.

With concurrence of Council, Mayor Foreman moved to Agenda Item 5A, Capital Improvement Projects update.

F. Ordinance No. T2020-25: First reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification to assign Single Family Residential (SFR) as the zoning district for .1738

acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use No. 8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 East Heritage Drive, 2.983 acres - Downtown District (DD); 209 South Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 East Heritage Drive, .4223 acres – Multi-Family Residential-Low Density (MFR-L); 204 and 206 East Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 East Heritage Drive, .8913 acres – Single Family Residential (SFR), and to replace the Specific Use Permit on the property located at 202 East Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; 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.

******Councilmember Griffon moved to approve the First reading of Ordinance No. **T2020-25** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use No. 8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 East Heritage Drive, 2.983 acres - Downtown District (DD); 209 South Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 East Heritage Drive, .4223 acres – Multi-Family Residential-Low Density (MFR-L); 204 and 206 East Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 East Heritage Drive, .8913 acres – Single Family Residential (SFR), and to replace the Specific Use Permit on the property located at 202 East Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; 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.
The motion was seconded.

Discussion took place between Mayor, Council, Stephanie Cobb, representative from Ziegler Cooper Architects, David Lorenz, Pastor at First Baptist Church of Friendswood, and Staff regarding the Specific Use Permit (SUP), request to put all the church’s property under an SUP making the zoning all equal, all Downtown District height regulations, Planning and Zoning Commission should review current ordinance regarding height.

*******Councilmember Griffon **amended** the motion to approve plans as presented with the steeple and cross at 90 feet 10 inches.
The motion was seconded. The **amended** motion **failed** 1-6 with Mayor Foreman and Councilmembers Rockey, Branson, Hanks, Scott, and Erenwert opposed.

********Councilmember Hanks **amended** the motion to approve the ordinance without restriction on height and default to the city’s current ordinances regarding height.
The motion was seconded. The **amended** motion was approve 6-1 with Councilmember Griffon opposed.

Stephanie Cobb, representative from Ziegler Cooper Architects, explained the project phase timeline, and an approval of the Specific Use Permit is needed to start Phase 1a improvement project of parking at 209 South Friendswood Drive.

The **amended** main motion was approved 6-1 with Councilmember Griffon opposed.

******Councilmember Rockey moved to authorize the Planning and Zoning Commission to review the city's Zoning Ordinance regarding height in the Downtown District.
The motion was seconded and approved unanimously.

12. Presentation of Certificates of Election

A. Present the Certificates of Election for City Council Position No. 2 and Position No. 5

Mayor Foreman presented the Certificates of Election to Sally Branson and John Scott.

13. Oaths of Office

A. The Honorable Judge Jim Woltz will administer the Oath of Office for Council Position No. 2 and Position No. 5

The honorable Judge Jim Woltz administered the Oath of Office to Sally Branson for City Council Position No. 2.

The honorable Judge Jim Woltz administered the Oath of Office to John Scott for City Council Position No. 5.

14. Communications from the Mayor and Councilmembers

Councilmember Scott stated he found something on social media he thought was fitting, fear does not stop death, it stops life, worrying does not take away tomorrow's troubles, it takes away today's peace. He believes as a society we have allowed fear to run us all into a sheltered corner, and wishes we were less fearful.

Councilmember Griffon stated he recently gave blood at First Baptist Church of Friendswood in their Life Center, they have a blood drive often, publicized by the Chamber of Commerce, and even though we are in a pandemic, there is still a need for blood donations.

Councilmember Hanks stated the Planning and Zoning Commission does a fantastic job, and thanked City Manager Morad Kabiri for his leadership during the pandemic.

Councilmember Branson thanked the city for how everyone has handled the pandemic in such a calm manner, and appreciates that the city's numbers have remained low.

Councilmember Rockey stated he liked Councilmember Scott's quote, we will all get through this pandemic, keep an eye on the data, and hopes leadership does the right things to keep the city safe.

Councilmember Griffon stated he supports the Planning and Zoning Commission but does not always agree with their recommendations.

Mayor Foreman stated he applauds the city's directors for making things happen in the city and keeping services going, Parks and Recreation Director James Toney, Fire Marshal Brian Mansfield, Community Development Director/City Planner Aubrey Harbin, Administrative Services Director Katina Hampton, Director of Engineering/City Engineer Jildardo Arias, Public Information

Officer Jeff Newpher, Public Works Director Rene Ibarra, City Attorney Mary Kay Fischer, City Secretary Melinda Welsh, Assistant City Manager Steven Rhea, and City Manager Morad Kabiri.

15. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving a license agreement with First Baptist Church of Friendswood for existing parking spaces that are located in the right-of-way. The parking spaces will also be designated as shared parking per the Downtown District zoning regulations
- B. Approving the disposal of a Friendswood Volunteer Fire Department fire truck through private sale to City of Huntington Volunteer Fire Department
- C. Ratify the City Manager's signature on an agreement with Crown Castle to add equipment to the telecommunications tower located at 109 East Willowick
- D. Authorizing the acceptance of a waterline for the proposed Lundy Lane Estates subdivision and initiate the contractor's one-year maintenance period
- E. Approving the capital equipment lease funded purchases of a Tool CAT loader for the Parks and Recreation Department, a Vacuum/Jet Combination Sewer Truck and a Street Sweeper & Vacuum Unit for the Public Works Department
- F. Approve the rejection of all bids for RFP No. 2020-03 for Demolition and Removal Services
- G. Approving the minutes of the April 6, 2020, Council Meeting
- H. Accepting the March 2020 Tax Report

****Councilmember Scott moved to approve all items on the Consent Agenda as presented:** A. Approving a license agreement with First Baptist Church of Friendswood for existing parking spaces that are located in the right-of-way. The parking spaces will also be designated as shared parking per the Downtown District zoning regulations. B. Approving the disposal of a Friendswood Volunteer Fire Department fire truck through private sale to City of Huntington Volunteer Fire Department. C. Ratify the City Manager's signature on an agreement with Crown Castle to add equipment to the telecommunications tower located at 109 East Willowick. D. Authorizing the acceptance of a waterline for the proposed Lundy Lane Estates subdivision and initiate the contractor's one-year maintenance period. E. Approving the capital equipment lease funded purchases of a Tool CAT loader for the Parks and Recreation Department, a Vacuum/Jet Combination Sewer Truck and a Street Sweeper & Vacuum Unit for the Public Works Department. F. Approve the rejection of all bids for RFP No. 2020-03 for Demolition and Removal Services. G. Approving the minutes of the April 6, 2020, Council Meeting. H. Accepting the March 2020 Tax Report.

The motion was seconded and approved unanimously.

16. CLOSED EXECUTIVE SESSION

- A. Communications from the Public regarding Executive Session topics.

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

- B. Council may convene 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 with possible discussion and action related thereto in open session.
(Evaluation of the City Secretary)

Council convened into Executive Session in accordance with 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 Secretary).

17. RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with action taken later in the meeting regarding 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 Secretary).

A. Consideration and possible action regarding the annual review of the City Secretary

**Councilmember Hanks moved to approve giving the City Secretary a 2.5% salary increase. The motion was seconded and approved unanimously.

18. Adjournment

The meeting was adjourned at 9:01 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary